

PLANNING COMMISSION

FEBRUARY 12, 2018

6:30 O'CLOCK P.M.

AGENDA

1. Call to Order
2. Minutes of the Previous Meetings – January 8, 2018
3. Public Hearing - Final Plat – Hack's 2nd Subdivision
4. Public Hearing - Rezone Request for 105 S Mantorville Ave
5. Public Hearing – Conditional Use Permit for Church/School at 105 S Mantorville Ave
6. Public Hearing – Conditional Use Permit for Daycare at 105 S Mantorville Ave
7. Other Business
8. ADJOURN

MINUTES OF PLANNING COMMISSION MEETING

January 8, 2018

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 8th day of January, 2018 at 6:30 PM

THE FOLLOWING MEMBERS WERE PRESENT: Commissioner Ferris, Commission Torkelson, Commissioner Tinsley and Commissioner Zelinske, Commissioner Borgstrom and Commissioner Burton.

THE FOLLOWING WERE ABSENT: None

THE FOLLOWING WERE ALSO PRESENT: City Administrator Coleman, City Clerk Rappe, Rich and Michelle Massey, Jerry Berg, Tim O'Morrow.

CALL TO ORDER: Commissioner Ferris called the meeting to order at 6:30 PM.

AGENDA: - Remove the Public Hearing for Jason Wilker on request of his attorney, the Commissioners were instructed to refer Mr. Wilker to the City Attorney if he contacts them directly.

MINUTES OF PREVIOUS PLANNING COMMISSION MEETING: Motion to Approve the December 11, 2017 minutes with correcting the double negative in the motion for Images Variance made by Commissioner Burton, second by Commissioner Zelinske with all voting Aye.

PRELIMINARY PLAT – HACK’S 2ND SUBDIVISION: Administrator Coleman referred the Commissioners to the opinion letter from the City Attorney recommending the entire subdivision be replatted including the minor subdivided lot as Hack’s Subdivision. Mr. Massey stated that according to the state we cannot name a plat a “replat” and it would have to be Hack’s 2nd Subdivision.

Commissioner Borgstrom would like to see documentation proving that the minor subdivided lot would need to be included, that lot is not involved with this. Commissioner Zelinske stated that the North 152 feet of the east 108 feet is a separate parcel. Administrator Coleman asked the Commissioners to look at the staff recommendations for inclusion in the motion and to put the name of the subdivision in the motion. Commissioner Burton asked if anything was found as to whether wac and sac fees and parkland fees had been paid. Administrator Coleman stated that staff could not find that any have been paid. Mr. Massey does not feel that he should pay wac and sac on the two lots that already have service to them. Administrator Coleman stated that the increase in density would trigger the wac and sac and parkland fees. Commissioner Burton agrees with the Developer shouldn’t have to pay wac and sac for the two lots that have services. Commissioner Burton is fine with two separate driveways on lots 3 and 4. Commissioner Zelinske feels that sidewalk on the south side of 16th St is going to be something the city will have to absorb. The Commissioners are in agreement not to have a trail on the west side and to have the trail/sidewalk on 5th Ave NE and to have four new driveways, two on 16th St and 2 on 5th Ave NE and to have the Developer pay wac and sac and parkland fees on lots 1 3 and 4. The Commissioners went step by step through the staff recommendations: believe it does not apply to the minor subdivision, no sidewalk on 16th St NE and the trail/sidewalk on 5th Ave NE, wac and sac and parkland fees charged on lots 1, 3 and 4 only, all four lots will have driveways, utility easements are noted on plat, the well documentation is still needed, water/sewer and subdrain access are within the easements, the sewer hookup requiring “insertatee” should be on construction plans, Restore pavement to current condition and chip seal after hookup, and under the Engineer’s recommendations only keeping the suggestion of the drainage easement.

Motion to approve the Preliminary Plat as the first phase of the Re-Plat of Hack's Addition with the following conditions outlined by the staff with wac and sac and parkland fees are based on lots 1, 3 and 4 and that drainage easements be outlined on the plat, second by Commissioner Zelinske with all voting Ayes.

OTHER BUSINESS – Commissioner Borgstrom made a motion for Chairman Ferris to continue to be Chair for 2018, second by Commissioner Zelinske with Ayes: Burton, Tinsley, Torkelson, Zelinske and Borgstrom, Abstain: Ferris.

Administrator Coleman stated that the Comp plan working group meeting will be Feb 7 at 7pm at Kasson Public Works Building

ADJOURN 6:59PM

ATTEST:

Linda Rappe
City Clerk

Theresa Coleman
Zoning Administrator/City Administrator

**CITY OF KASSON
RESOLUTION # 1.4-18**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF
HACKS SECOND ADDITION**

WHEREAS, Massey Properties LLC, the owner of the property in question have submitted a request for a Preliminary Plat, and;

WHEREAS, at a public hearing duly held on the 8th day of January 2018, the Planning Commission heard testimony of all persons wishing to comment on the proposed Preliminary Plat; and

WHEREAS, the appropriate City Staff and consultants have performed a technical review of the proposed Preliminary Plat; and

WHEREAS, following the public testimony and report of the technical review, the Planning Commission reviewed all relevant information regarding the proposed Preliminary Plat; and

WHEREAS, it is the finding of the Planning Commission that conditions established for the approval of the Preliminary Plat have been addressed; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:

That the said Preliminary Plat of Hacks Second Addition is hereby approved by the City Council of the City of Kasson with the following conditions:

City Engineer to Review Final Plat
City Engineer to Review and Approve Final Construction, Grading and Hydraulic Plans
Water and Sewer Access Charges at Final Plat
Parkland Fees at Final Plat
Proof of Sealed Well
“Insertate” Sewer Connection
Restore Pavement/Chip Seal after Hookup
Provide Drainage Easement

Adopted this 24th day of January 2018.

ATTEST:

Linda Rappe, City Clerk

Chris McKern, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member ----- and duly seconded by Council Member ----- Upon a vote being taken, the following members voted in favor thereof: -----, -----, -----, ----- and ----- Those against same: None.

MASSEY LAND SURVEYING & ENGINEERING

P.O. BOX 100
KASSON, MN 55944

PHONE: (507) 634-4505
E-MAIL: dmartin@kmtel.com

January 18, 2018

Theresa Coleman – City Administrator
City of Kasson
401 5th St SE
Kasson, MN 55944

Subject: Proposed Residential Subdivision
Hacks Second Addition
City of Kasson, Dodge County
Application for Final Plat

Dear Mrs. Coleman:

Under cover of this letter please find a Final Plat and application for the subject project prepared on behalf of the applicant, Massey Properties, LLC by Massey Land Surveying and Engineering. Materials included for your review are as follows:

1. Four (4) copies of the Final Plat (full size);
2. Seven (7) copies of the Final Plat (11 x 17)
3. Application Fee Check \$100.00;
4. One (1) copy of the application;
5. One (1) copy of the Well Sealing Record.

The Applicant hereby requests a review of the enclosed Final Plat and supporting data and to appear before the City of Kasson Planning Commission at their February 12, 2018 meeting for the final plat hearing.

If you have any questions or require additional information, please feel free to contact me.

Respectfully,

Massey Land Surveying,



Richard J. Massey, PS



City of Kasson
401 Fifth Street S.E.
Kasson, MN 55944-2204
507.634.7071
(Fax) 507.634.4737
www.cityofkasson.com

LAND USE APPLICATION

Applicants check all that apply:

- | | |
|--|---|
| <input type="radio"/> General Development Plan (\$100) | <input type="radio"/> Minor Subdivision (\$150) |
| <input type="radio"/> Preliminary Plat (\$200 + \$10 per acre) | <input type="radio"/> Rezone/Zoning Amendment (\$200) |
| <input checked="" type="radio"/> Final Plat (\$100) | <input type="radio"/> Conditional Use Permit (\$150) |
| <input type="radio"/> Planned Unit Development – PUD (\$200) | <input type="radio"/> Variance (\$200) |

Fee Paid \$ _____
Date Filed _____

1. LOTS 1 & 2, BLOCK 1, HACKS ADDITION EXCEPT N. 152 OF E. 108 OF LOT 2
Legal Description of Property

2. NONE ASSIGNED YET. PROPERTY IS ADJACENT TO 504 - 16TH ST NE
Street Address of Property

3. MASSEY PROPERTIES 507-951-2091
Applicant/Owner's Name Telephone

4. MASSEY LAND SURVEYING/ENGINEERING 507-951-2091
Engineer/Architect Address Telephone

5. RICH MASSEY 507-951-2091
*Name of Contact Person Telephone

*The contact person noted above will receive all review comments and requests for materials/revisions from the City. They are responsible to inform all parties involved on the project of pending public hearings and meetings, changes or updates that may occur throughout the process.

The undersigned applicant hereby represents upon all of the penalties of law that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinances of the City of Kasson, the State of Minnesota and any other applicable laws and regulations.

Signature of Applicant [Signature] Date 1-18-18

APPLICATION NOT COMPLETE UNTIL ALL REQUIRED SUBMISSIONS RECEIVED

FOR OFFICE USE ONLY

	SUBMISSION DEADLINE	ACTION	MEETING DATE/TIME
		Public hearing notice published	
		Public hearing notices mailed	
		Technical Review	
		Preliminary Plat Public Hearing	
		Preliminary Plat review	
		Final Plat Public Hearing	
		Final Plat review	

Recommended _____ Denied _____ by the Planning Commission on _____.
 Approved _____ Denied _____ by the City Council on _____.

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s)

1. _____
2. _____
3. _____
4. _____

COUNTY USE ONLY

MINNESOTA DEPARTMENT OF HEALTH
Well Management Section, P.O. Box 64975, St. Paul, Minnesota 55164-0975
(651) 201-4587 or 800-383-9808

MDH USE ONLY

WELL DISCLOSURE CERTIFICATE
PLEASE TYPE OR PRINT ALL INFORMATION

Person filling deed must attach a \$40 fee payable to the county recorder.

A. PROPERTY DESCRIPTION

Attach a legal description of the property.

COUNTY Dodge	LOT NUMBER Lot 2	BLOCK NUMBER 1	ADDITION NAME Hacks Addition
STREET NUMBER 504 16th St. NE			
CITY Kasson	STATE Mn.	ZIP CODE 55944	P.I.N. (OPTIONAL)

B. PROPERTY BUYER MAILING ADDRESS AFTER CLOSING

FIRST NAME	MIDDLE INITIAL	LAST NAME
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COMPANY NAME (IF APPLICABLE)

Massey Properties, LLC

ADDRESS

P.O. Box 428

ADDRESS

CITY Kasson	STATE Mn.	ZIP CODE 55944	TELEPHONE NUMBER (507) 634-4505
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C. CERTIFICATION BY SELLER

I certify that the information provided on this certificate is accurate and complete to the best of my knowledge.

Bernice Hackenmiller
Name of Seller (Please Print) Bernice Hackenmiller Signature of Seller or Designated Representative of Seller Date 8-1-07

D. CERTIFICATION BY BUYER

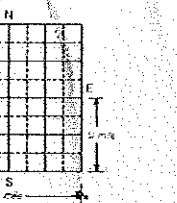
The buyer or person authorized to act on behalf of the buyer, must sign a Well Disclosure Certificate for all deeds given in fulfillment of a contract for deed if there is a well on the property.

In the absence of a seller's signature, the buyer, or person authorized to act on behalf of the buyer may sign this Well Disclosure Certificate. No signature is required by the buyer if the seller has signed above.

Based on disclosure information provided to me by the seller or other available information, I certify that the information on this certificate is accurate and complete to the best of my knowledge.

Signature of Buyer or Designated Representative of Buyer _____ Date _____

IMPORTANT NOTE: The Minnesota Department of Health (MDH) will follow-up with the property buyer regarding any wells disclosed as not in use. If a well is not in use, the property owner must either return the well to use, have the well sealed by a licensed well contractor, or obtain an annual maintenance permit from the MDH for \$150. A copy of this Well Disclosure Certificate should be provided to the property buyer at the time of closing.

WELL OR BORING LOCATION				MINNESOTA DEPARTMENT OF HEALTH WELL AND BORING SEALING RECORD <i>Minnesota Statutes, Chapter 103I</i>				Minneapolis Well and Boring Sealing No. Minnesota Unique No or W-series No. <i>(Leave blank if unknown)</i>			
Dodge								H 134898			
Township Name Mantorville	Township No. 107N	Range No. 33W	Section No. city	Fraction (sm → lg) 1/4 1/4 1/4	Date Sealed 10-8-98	Date Well or Boring Constructed _____					
Numerical Street Address or Fire Number and City or Well or Boring Location 504 16th St. NE, Kasson					Depth Before Sealing 101 ft.	Original Depth 101 ft.					
Show exact location of well or boring in section grid with "X". 					AQUIFER(S) <input checked="" type="checkbox"/> Single Aquifer <input type="checkbox"/> Multi-aquifer		STATIC WATER LEVEL <input checked="" type="checkbox"/> Measured <input type="checkbox"/> Estimated 40 ft. <input checked="" type="checkbox"/> below <input type="checkbox"/> above land surface				
					WELL/BORING <input checked="" type="checkbox"/> Water Supply Well <input type="checkbox"/> Monit. Well <input type="checkbox"/> Env. Bore Hole <input type="checkbox"/> Other _____						
CASING TYPE(S) <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Tile <input type="checkbox"/> Other _____											
CASING Diameter 5 in. from 0 to 35 ft. Set in oversize hole? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annular space initially grouted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown											
PROPERTY OWNER'S NAME Bernice Hackenmiller <small>Property owner's mailing address if different than well location address indicated above.</small>					_____ in. from _____ to _____ ft. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown _____ in. from _____ to _____ ft. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown						
SCREEN/OPEN HOLE Screen from _____ to _____ ft. Open Hole from _____ to _____ ft.											
OBSTRUCTIONS <input type="checkbox"/> Rods/Drop Pipe <input type="checkbox"/> Check Valve(s) <input type="checkbox"/> Debris <input type="checkbox"/> F.R. <input type="checkbox"/> No Obstruction Type of Obstructions (Describe) _____ Obstructions removed? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe _____											
PUMP Type _____ <input checked="" type="checkbox"/> Removed <input type="checkbox"/> Not Present <input type="checkbox"/> Other _____											
GEOLOGICAL MATERIAL <small>If not known, indicate estimated formation log from nearby well or boring.</small>					METHOD USED TO SEAL ANNULAR SPACE BETWEEN 2 CASINGS, OR CASING AND BORE HOLE: <input checked="" type="checkbox"/> No Annular Space Exits <input type="checkbox"/> Annular space grouted with tremie pipe <input type="checkbox"/> Casing Perforation/Removal _____ in. from _____ to _____ ft. <input type="checkbox"/> Perforated <input type="checkbox"/> Removed _____ in. from _____ to _____ ft. <input type="checkbox"/> Perforated <input type="checkbox"/> Removed Type of perforator _____ <input type="checkbox"/> Other _____						
Clay	Yellow	Hard	0	20	GROUTING MATERIAL(S) Grouting Material Cement from 101 to 0 ft. _____ yards 18 bags _____ from _____ to _____ ft. _____ yards _____ bags _____ from _____ to _____ ft. _____ yards _____ bags _____ from _____ to _____ ft. _____ yards _____ bags						
Clay	Yellow	Soft	30	35							
Limestone	Yellow	Hard	35	90							
Limestone	Gray	Hard	90	120							
REMARKS, SOURCE OF DATA, DIFFICULTIES IN SEALING 					OTHER WELLS AND BORINGS Other unsealed and unused well or boring on property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No How many? _____ LICENSED OR REGISTERED CONTRACTOR CERTIFICATION This well or boring was sealed in accordance with Minnesota Rules, Chapter 4725. The information contained in this report is true to the best of my knowledge. <div style="display: flex; justify-content: space-between;"> <div> Born Well Drilling, Inc. <small>Contractor Business Name</small> <i>Stanley J Born</i> <small>Authorized Representative Signature</small> Edward Battenfeld </div> <div style="text-align: right;"> 81162 <small>License or Registration No.</small> 10-9-98 <small>Date</small> </div> </div>						
					Name of Person Sealing Well or Boring _____						
					<small>IMPORTANT - FILE WITH PROPERTY PAPERS-WELL OWNER COPY</small>						
					H 134898						

Engineers additional conditions for Final Plat

Developer to obtain right of way permit

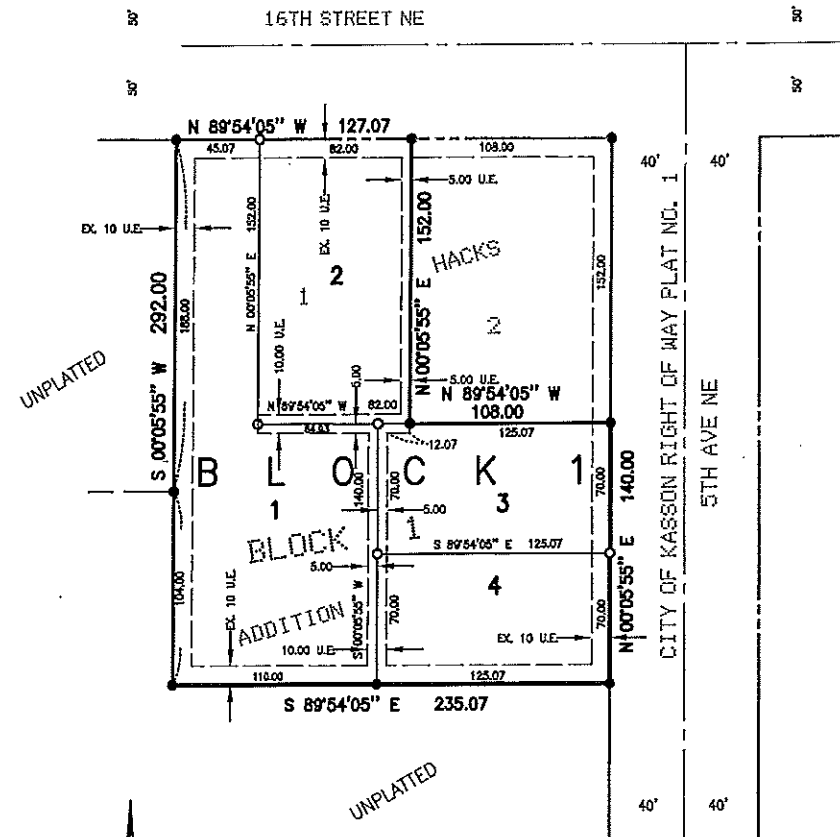
Engineer approve service locations

Engineer approve roadway restoration

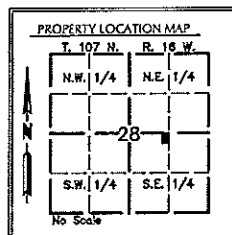
Engineer approve bituminous trail restoration

Bituminous trail must meet ADA requirements

HACKS SECOND ADDITION



0 25 50 75 100
SCALE IN FEET



- MONUMENTS**
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)
 - FOUND MONUMENTS (5/8" PIPE UNLESS NOTED OTHERWISE)

All monuments set have a plastic cap stamped L.S. 41814.

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

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Massey Properties, LLC, a Limited Liability Company, being owners and proprietors of the following described property situated in the County of Dodge, State of Minnesota, to wit:

All of Lot 1 and Lot 2, Block 1, HACKS ADDITION according to the plat thereof on file in the County Recorder's office, Dodge County, Minnesota;

EXCEPTING THEREFROM:

The North 152.00 feet of East 108.00 feet of said Lot 2, Block 1.

Said parcel contains 1.20 acres, more or less.

Has caused the same to be surveyed and plotted as HACKS SECOND ADDITION and does hereby donate and dedicate to the public for public use forever the easements as shown on this plat. In witness whereof said Massey Properties, LLC has hereunto set their hands this ____ day of _____, 20__.

Richard J. Massey

Michelle A. Massey

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Massey Properties, LLC a Minnesota Limited Liability Company.

Notary Public, _____ County
My Commission Expires _____

In witness whereof, said Massey Properties, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed this ____ day of _____, 20__.

CITY OF KASSON
PLANNING AND ZONING COMMISSION

This plat of HACKS SECOND ADDITION has been approved by the Planning and Zoning Commission of the City of Kasson, Minnesota this ____ day of _____, 20__.

Chair _____

Secretary _____

COUNTY SURVEYOR

I certify that pursuant to Chapter 389.09, laws of Minnesota, this plat has been approved this ____ day of _____, 20__.

Lisa M. Hanni
Dodge County Surveyor

CITY OF KASSON
CITY COUNCIL

This plat of HACKS SECOND ADDITION has been approved by the City Council of the City of Kasson on this ____ day of _____, 20__.

Mayor _____

City Clerk _____

COUNTY OF DODGE
AUDITOR/TREASURER

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

Dodge County Auditor/Treasurer _____

by _____ Deputy

COUNTY RECORDER

Document Number _____

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

Dodge County Recorder _____

SURVEYOR'S CERTIFICATE

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

Dated this ____ day of _____, 20__.

Richard J. Massey
Minnesota License No. 41814

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Richard J. Massey, L.S. No. 41814.

Notary Public, _____ County
My Commission Expires _____

MASSEY
LAND SURVEYING & ENGINEERING
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-834-4505, FAX NO. 507-834-6503

(12) The layout and width of all new streets, sidewalks, rights-of-way and easements and the approximate angles of street intersections;

(13) Length and bearings of the exterior boundaries of the land being subdivided;

(14) Dimensions of all lots to the nearest foot;

(15) Square footage of all lots;

(16) All lots shall be numbered by beginning the numbering with number one and numbering each lot progressively, through the block in which they are situated. All blocks shall be numbered progressively, by beginning the numbering with the number one and numbering each block progressively through each plat. Consecutive lot or block numbering shall not be continued from one plat into another and one lot plats should have both a lot and block number;

(17) Approximate radii of all curves and lengths of all tangents;

(18) Approximate location and area of all property to be dedicated for public use or reserved by deed covenant for use by all property owners in the development with a statement of the conditions of the dedication or reservation; and

(19) Other information as the Planning and Zoning Commission and City Engineer may determine is necessary.

(Prior Code, § 20.1-22) (Ord. 524, passed - -; Ord. 529, passed - -; Ord. 772, passed - -)

§ 152.053 FINAL PLAT.

The final plat shall conform substantially to the preliminary plat as approved and, if desired by the subdivider, it may constitute only that portion of the approved preliminary plat which is proposed to be recorded and developed at this time; provided, however, that, the portion conforms to all requirements of this chapter.

(A) Application for approval of the final plat shall be submitted in writing to the Planning and Zoning Commission Secretary at least ten days prior to the meeting at which it is to be considered.

(B) Ten copies of the final plat and other supplemental data required for approval shall be prepared and submitted to the Planning and Zoning Commission within 12 months after approval of a preliminary plat, and at least ten days before its next regularly scheduled meeting. These ten copies shall be paper prints and are not required to be signed in accordance with divisions (C)(16) through (19) of this section. However, the map to be filed must contain the signature of the authorized representatives of the applicable governmental agencies.

(C) Specifications for final plat as follows:

(1) Date, scale, north point;

(2) Subdivision name and all street names;

- (3) Location of the plat by quarter section, section, town and range;
- (4) Location and names of adjacent subdivisions;
- (5) Exact location, widths and names of all existing platted or dedicated streets, cul-de-sac names (i.e., place or circle), sidewalks, easements, railroad and utility rights-of-way, parks, watercourses and drainage ditches within the boundaries of the land to be subdivided;
- (6) Identification and location of existing or potential wetlands. Water elevations of adjoining lakes, rivers and streams at date of survey and their approximate high and low water elevations. All elevations shall refer to the established United States Coast and Geodetic Survey and/or United States Geodetic Survey Datum;
- (7) When the subdivision borders a lake, river or stream the contour line above the indicated flood fringe boundary of the lake, river or stream shall be shown on the plat;
- (8) Exact location and width of all new streets, their angle of intersection, length of arcs, radii, points of curvature and tangent bearings;
- (9) Exact location and width of all easements, and a statement of easement rights;
- (10) Exact length and bearings or angles of the exterior boundaries of the land being subdivided;
- (11) Exact dimensions of all lots;
- (12) All lots shall be numbered by beginning the numbering with number one and numbering each lot progressively, through the block in which they are situated. All blocks shall be numbered progressively, by beginning the numbering with the number one and numbering each block progressively through each plat. Consecutive lot or block numbering shall not be continued from one plat into another and one lot plats should have both a lot and block number;
- (13) Exact location and area of all land to be dedicated for public use or reserved by deed covenant for common use of all property owners with the purpose indicated thereon. All lands dedicated for public use, other than streets, shall be marked "Dedicated to the Public";
- (14) Accurate location and material of all permanent reference monuments including lot corners which shall be marked in accordance with current surveying standards;
- (15) Certificate of the registered land surveyor preparing the plat, that the plat as presented, fully complies with the requirements of this chapter, and the platting laws of the state relative to the surveying, dividing and mapping of land; that the plat is a correct representation of all exterior boundaries of the land surveyed; that the plat represents a survey made by the surveyor and that all monuments indicated thereon exist and their location, size and material are correctly shown;

(16) A certificate issued by the authorized county officials stating that there are no unpaid taxes or special assessments on any of the lands included in the plat;

(17) A certificate by the owner or owners dedicating to the public for full public use all street and street rights-of-way and other lands designated as "Dedicated to the Public" and the granting of utility easements as shown on the plat;

(18) A certificate of Planning and Zoning Commission approval signed by the Planning and Zoning Commission Chair; and

(19) A certificate of approval by the City Council signed by the Mayor and Administrator.

(D) A public hearing shall be held on all final plat applications prior to final plat approval. The hearing shall be (called by the Planning and Zoning Commission Secretary and) held following publication of notice of the time and place thereof in the official newspaper at least ten days before the day of the hearing. At the hearing, all persons interested shall be given an opportunity to make presentations. Following a public hearing and prior to presentment to the City Council, the final plat shall be reviewed and endorsed as approved by the Planning and Zoning Commission to determine its conformance with the approved preliminary plat and amendments dictated by the Planning and Zoning Commission and/or City Council.

(1) The final plat, upon its submission to the City Council, shall be accompanied by a written title opinion by an attorney at law naming therein the fee owners and other persons or entities having legal or equitable interest in the real estate affected, that necessary parties have joined in the plat, and that the title thereto is good and marketable.

(2) It shall be the developer's responsibility after the final plat, upon being accepted by resolution by the City Council shall thereafter be forthwith tendered to the County Recorder along with a copy of the resolution for its permanent entry upon the records of the county.

(3) Following final plat approval, the applicant may request final approval by the municipality and, upon the request, a municipality shall certify final approval within 60 days if the applicant has complied with all conditions and requirements of applicable regulations and all conditions and requirements upon which the preliminary approval is expressly conditioned either through performance or the execution of appropriate agreements assuring performance. If final approval is not certified within 60 days by the City Council, final approval shall be deemed granted and the subdivision plat may be recorded.

(E) The final plat for recording after approval by the Planning and Zoning Commission and City Council shall be drawn at current acceptable engineering design standards with a scale. The final plat shall measure 30 inches in length and 20 inches in width with a border line of two inches provided on the left side of the 30-inch length and a border of one-half inch provided on the other three sides. When more than one 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., two of three). The final plat shall be drawn to a scale not greater than 100 feet to the inch. (Example: one inch equals 200 feet would be unacceptable.)

(F) It shall be the developer's responsibility to ensure that the final plat is recorded within 12 months from the date of approval by the City Council. Failure to record within 12 months from date of approval necessitates resubmitting the subdivision for approval by both the Planning and Zoning Commission and the City Council.

(Prior Code, § 20.1-23) (Ord. 524, passed --; Ord. 529, passed --; Ord. 772, passed --)

§ 152.054 MINOR SUBDIVISION.

(A) No subdivision of land involving a portion of a recorded subdivision plat, which is regulated by M.S. § 462.358, as may be amended from time to time, shall be made unless it complies with this chapter.

(B) This section is intended to provide for an expedited procedure for the subdivision of land by use of a certificate of survey when it is proposed to subdivide land in a recorded subdivision plat.

(C) The subdivider shall file with the Planning and Zoning Commission Secretary ten copies of the certificate of survey and the letter of application at least 20 days prior to the meeting of the Planning and Zoning Commission at which action is desired. A cash filing fee payable to the city shall accompany the subdivision application. This fee shall be in the amount set by resolution by the City Council and will be used for public expense and/or development fees in connection with the subdivision's consideration by the Planning and Zoning Commission and City Council.

(D) The Planning and Zoning Commission Secretary shall call a public hearing and transmit copies of the certificate of survey and letter of application and to the Planning and Zoning Commission, all affected city boards, commissions and departments for their review and recommendations concerning the matter within their jurisdiction. Comments shall be transmitted to the Planning and Zoning Commission within eight days from the date the certificate of survey and letter of application are received. Failure to comment, by those notified, within the allotted eight days shall be construed as approval of the subdivision activities.

(E) After the public hearing and review, the Planning and Zoning Commission shall make a recommendation to the City Council to approve, approve with conditions or not approve the subdivision activities.

(F) The City Council shall, within 120 days, after receiving recommendations from the Planning and Zoning Commission approve, approve with conditions or not approve the subdivision activities.

(G) (1) No subdivision of land shall result in the creation of a substandard (non-buildable) lot, according to the current zoning classification, with the exception of existing outlots.

(2) Land to be subdivided as a minor subdivision shall be a lot (or lots) of record in a recorded subdivision plat. The subdivision of land that is not part of a recorded plat requires the land to be platted or re-platted.

RE/MAX RESULTS

AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT

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1. Date 12/12/2017

2. Page _____

3. The undersigned parties to a Purchase Agreement, dated November 3rd, 20 17,

4. pertaining to the purchase and sale of the Property at 105 South Mantorville Ave

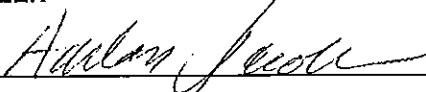
5. Kasson MN 55944

6. Tax ID #241003300 Legal to govern

7. hereby mutually agree to amend said Purchase Agreement as follows:
8. **The buyer and seller agree to extend the Due Diligence contingency**
9. **period 90 additional days. The property needs to be rezoned to allow**
10. **for a School and Daycare use. The the seller agrees to participate in**
11. **the rezoning process at the buyers sole expense. The closing date is**
12. **May 28 2018**

19. All other terms and conditions of the Purchase Agreement to remain the same.

20. **SELLER**

21. 

22. By: _____

23. Its: _____
(Title)

24. 12-19-17
(Date)

25. **SELLER**

26. _____

27. By: _____

28. Its: _____
(Title)

29. _____
(Date)

BUYER

AuthenticSign
Kent Keller or Assigns

12/14/2017 4:09:40 PM CST

By: Kent Keller or Assigns

Its: _____
(Title)

12/14/2017
(Date)

BUYER

By: _____

Its: _____
(Title)

(Date)

30. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
31. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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1. Date 11/14/2017
2. Page 1

3. Addendum to Purchase Agreement between parties, dated November 3rd, 20 17,
4. pertaining to the purchase and sale of the Property located at 105 S Mantorville Ave Kasson Mn 55944
5. _____

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
8. the same, as stated in the Purchase Agreement, except the following:

9. *(Select appropriate changes from original offer.)*

10. ☐ Sale price shall be \$ _____.
11. ☐ Earnest money shall be a total of \$ _____.
12. ☐ Cash of at least _____ percent (%) of the sale price, which includes the earnest money; PLUS;
13. ☐ Financing, the total amount secured against the Property to fund the purchase, not to exceed _____
14. percent (%) of the sale price.
15. ☒ Closing date shall be February 28th, 20 18.
16. ☐ Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____.
17. ☐ Seller shall pay Buyer's closing costs, prepaids, insurance and _____
18. not to exceed \$ _____.

19. ☒ Other:
20. The correct address is :: 105 S Mantorville Ave Kasson Mn 55944
21. Parcel # 241003300
22. Legal: SECT-33 TWP-107 RANGE-016 ORIGINAL PLAT ALL OF LOTS 1-2-3-4 EX
23. S57FT & ALL OF LOTS
24. 5-6-7-8 & 9 BLK 22 TOGETHER WITH THE S1/2 OF VACATED 1ST ST SW LYING
25. N OF &
26. ADJACENT TO LOTS 1 THRU 9

25. Seller will remove all machines along with the electrical and duct
26. work that correlates with the machines..

27. *Halarja* 11-14-17 Kent Keller 11/17/2017
(Seller) (Date) (Buyer) (Date)

28. _____
(Seller) (Date) (Buyer) (Date)

29. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

30. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
31. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date 11/03/2017

2. BUYER (S): Kent Keller or Assigns
3. _____
4. Buyer's earnest money in the amount of _____
5. Five Hundred Dollars
6. (\$ 500.00) shall be delivered no later than two (2) Business Days after
7. Final Acceptance Date of this Purchase Agreement to be deposited in the trust account of: (Check one.)
8. ☐ listing broker; or
9. ☒ Dunlap and Seeger Law,
(Trustee)
10. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
11. Agreement, whichever is later.
12. Said earnest money is part payment for the purchase of property at _____
13. 109 South Mantorville Ave located in the
14. City/Township of _____, County of Dodge,
15. State of Minnesota, PID # (s) 241003310
16. _____
17. and legally described as follows Tax ID #241003310 Legal to govern
18. _____
19. _____ (collectively the "Property")
20. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement*;
21. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
22. Three Hundred Fifty Thousand
23. _____
24. (\$ 350,000.00) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
25. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
26. money; PLUS
27. 2. FINANCING of _____ percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
28. financing as required by this Purchase Agreement.
29. Such financing shall be: (Check one.) ☐ a first mortgage; ☐ a contract for deed; or ☐ a first
30. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement*;
31. ☐ Conventional/SBA/Other ☐ Contract for Deed.
(Check one.)
32. DUE DILIGENCE: This Purchase Agreement ☒ IS ☐ IS NOT subject to a due diligence contingency. (If answer is IS,
33. see attached *Addendum to Commercial Purchase Agreement: Due Diligence*.)
34. CLOSING: The date of closing shall be January 31st, 20 18.
35. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a: (Check one.)
36. ☒ Warranty Deed, ☐ Limited Warranty Deed, ☐ Contract for Deed, or
37. ☐ Other: _____ Deed conveying marketable title, subject to:
38. (a) building and zoning laws, ordinances, and state and federal regulations;
39. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
40. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
41. (d) utility and drainage easements which do not interfere with existing improvements; and
42. (e) others (must be specified in writing): _____
43. _____

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

44. Page 2 Date 11/03/2017

45. Property located at 109 South Mantorville Ave Kasson MN 55944.
46. TENANTS/LEASES: Property ☐ IS ☒ IS NOT subject to rights of tenants (if answer is IS, see attached Addendum
(Check one.)
47. to Commercial Purchase Agreement: Due Diligence).
48. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
49. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
50. provided to Seller within No Lease days of Seller's written request. Said consent
51. shall not be unreasonably withheld.
52. REAL ESTATE TAXES: Real estate taxes due and payable in the year of closing shall be prorated between Seller and
53. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
54. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall be
55. paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.
56. SPECIAL ASSESSMENTS:
57. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☒ SELLER SHALL PAY
(Check one.)
58. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
59. payable in the year of closing.
60. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PAY ON DATE OF CLOSING all other special assessments
(Check one.)
61. levied as of the date of this Purchase Agreement.
62. ☐ BUYER SHALL ASSUME ☒ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
(Check one.)
63. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
64. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
65. or less, as allowed by Buyer's lender.)
66. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
67. which is not otherwise here provided.
68. As of the date of this Purchase Agreement, Seller represents that Seller ☐ HAS ☒ HAS NOT received a notice
(Check one.)
69. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
70. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
71. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement
72. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
73. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
74. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
75. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
76. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
77. cancellation and directing all earnest money paid here to be refunded to Buyer.
78. POSSESSION: Seller shall deliver possession of the Property: (Check one.)
79. ☒ IMMEDIATELY AFTER CLOSING; or
80. ☐ OTHER: _____
81. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
82. by possession date.
83. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of the sale of the Property
84. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
85. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.
86. RISK OF LOSS: If there is any loss or damage to the Property between the Final Acceptance Date and the date of
87. closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before
88. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
89. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
90. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and
91. directing all earnest money paid here to be refunded to Buyer.

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

92. Page 3 Date 11/03/2017

93. Property located at 109 South Mantorville Ave Kasson MN 55944,
94. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 30 days after Final
95. Acceptance of this Purchase Agreement, furnish to Buyer, or licensee representing or assisting Buyer, a commitment
96. for an owner's policy of title insurance from _____, including levied
(Name of Title Company)
97. and pending special assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the
98. commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections.
99. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately
100. above and any matters with respect to which title objection is so waived may be excepted from the warranties in the
101. Deed as specified here to be delivered pursuant to this Agreement.
102. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's
103. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title
104. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether
105. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts
106. created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay
107. the closing.
108. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
109. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase
110. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
111. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
112. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to
113. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,
114. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has
115. declined to cure without reduction in the Purchase Price.
116. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
117. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
118. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections
119. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the
120. closing shall be postponed.
121. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would
122. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
123. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
124. closing date, whichever is later.
125. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
126. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
127. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
128. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
129. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
130. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
131. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
132. title subject to such uncured objections. In which event, Buyer shall be bound to proceed with the closing and to purchase
133. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice is
134. given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and to
135. proceed to closing as provided in the immediately preceding sentence.
136. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
137. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
138. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
139. earnest money paid here as liquidated damages.
140. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
141. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
142. (6) months after such right of action arises.

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

143. Page 4 Date 11/03/2017

144. Property located at 109 South Mantorville Ave Kasson MN 55944

145. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
146. of Seller's knowledge.

147. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened against
148. Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to closing, Seller
149. will promptly notify Buyer of such proceeding.

150. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
151. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
152. operation of the Property.

153. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
154. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
155. structure on, or improvement to, the Property.

156. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
157. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
158. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
159. received by Seller shall be provided to Buyer immediately.

160. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
161. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
162. to purchase, rights of first refusal, or other similar rights affecting the Property.

163. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
164. of closing.

165. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
166. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of
167. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
168. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on
169. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
170. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
171. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
172. of Seller, and are enforceable in accordance with their terms.

173. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
174. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
175. breach of any of the above representations and warranties, whether such breach is discovered before or after the date
176. of closing.

177. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations
178. and warranties.

179. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants
180. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is
181. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
182. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents
183. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
184. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation
185. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer
186. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
187. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
188. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
189. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
190. the date of closing.

MNC:PA-4 (8/17)

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

191. Page 5 Date 11/03/2017

192. Property located at 109 South Mantorville Ave Kasson MN 55944

193. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

194. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
195. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
196. ending at 11:59 P.M. on the last day.

197. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
198. stated elsewhere by the parties in writing.

199. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
200. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller
201. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

202. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
203. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

204. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
205. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
206. performance, such action must be commenced within six (6) months after such right of action arises.

207. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
208. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
209. **DATE OF THIS PURCHASE AGREEMENT.**

210. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
211. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement: Seller's*
212. *Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

213. (Check appropriate boxes.)

214. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

215. CITY SEWER ☒ YES ☐ NO / CITY WATER ☒ YES ☐ NO

216. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

217. SELLER ☐ DOES ☒ DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
.....(Check one.).....

218. THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see *Disclosure Statement:*
219. *Subsurface Sewage Treatment System.*)

220. **PRIVATE WELL**

221. SELLER ☐ DOES ☒ DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well
.....(Check one.).....

222. Is located on the Property, see *Disclosure Statement: Well.*)

223. To the best of Seller's knowledge, the Property ☐ IS ☒ IS NOT in a Special Well Construction Area.
.....(Check one.).....

224. THIS PURCHASE AGREEMENT ☐ IS ☒ IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
.....(Check one.).....

225. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

226. (If answer is IS, see attached *Addendum.*)

227. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
228. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
229. **TREATMENT SYSTEM.**

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

266. Page 7 Date 11/03/2017

267. Property located at 109 South Mantorville Ave Kasson MN 55944

268. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and assigns.

269. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

271. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

275. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

278. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

281. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.

285. **NOTE:** MN Statute 500.21 establishes certain restrictions on the acquisition of title to agricultural land by aliens and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale of agricultural land and Buyer is a foreign person.

288. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,

289. November 10th, 20 17, and in such event all earnest money shall be returned to Buyer.

290. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30) days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written consent.

302. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable made by such party.

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

314. Page 8 Date 11/03/2017

315. Property located at 109 South Mantorville Ave Kasson MN 55944

316. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
317. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
318. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
319. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
320. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
321. Agreement.

322. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
323. transaction constitute valid, binding signatures.

324. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
325. must be delivered.

326. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
327. contract for deed and be enforceable after the closing.

328. **OTHER:**
329. Seller shall remove all business and personal property from the
330. premises prior to closing at sellers
331. sole expense. The entire premises shall be professionally cleaned and
332. left in vanilla box move-in condition.

331.

332.

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MNC:PA-8 (8/17)

RE/MAX RESULTS

COMMERCIAL PURCHASE AGREEMENT

347. Page 9 Date 11/03/2017

348. Property located at 109 South Mantorville Ave Kasson MN 55944

349. ADDENDA: Attached addenda are a part of this Purchase Agreement.

350. ☒ If checked, this Purchase Agreement is subject to

351. attached Addendum to Commercial Purchase

352. Agreement: Counteroffer.

353. FIRPTA: Seller represents and warrants, under penalty

354. of perjury, that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a
----- (Check one) -----

355. non-resident alien individual, foreign corporation, foreign

356. partnership, foreign trust, or foreign estate for purposes

357. of income taxation. (See lines 271-287.) This representation

358. and warranty shall survive the closing of the transaction

359. and the delivery of the deed.

360. SELLER

361. 

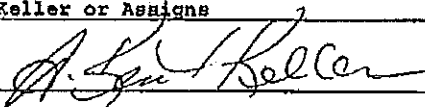
362. By: _____

363. Its: _____
(Title)

364. 11-14-17
(Date)

BUYER

Kent Keller or Assigns

By: 

Its: _____
(Title)

11-3-17
(Date)

365. SELLER

366. _____

367. By: _____

368. Its: _____
(Title)

369. _____
(Date)

BUYER

By: _____

Its: _____
(Title)

(Date)

370. FINAL ACCEPTANCE DATE: _____ The Final Acceptance Date

371. is the date on which the fully executed Purchase Agreement is delivered.

372.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
 IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

373.

374.

THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT
 DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER
 MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT
 TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.

375.

376.

377.

378.

379.

BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE
 THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.

RE/MAX RESULTS

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

1. Date 11/03/2017

2. Page 1

3. Addendum to Purchase Agreement between parties, dated November 3rd 20 17,

4. pertaining to the purchase and sale of the Property at 109 South Mantorville Ave

5. Kasson MN 55944

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language in
7. this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this Purchase
12. Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility and
14. suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing all
21. earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of any
24. disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was in
29. prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if any,
34. to provide tenant with proper notice in advance of any Property showing.

35. A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:

36. (i) **Phase I:** This Purchase Agreement ☒ IS ☐ IS NOT contingent upon ☒ BUYER ☐ SELLER
(Check one.) (Check one.)

37. obtaining a Phase I environmental site assessment of the Property at ☐ BUYER'S ☒ SELLER'S expense
(Check one.) (Check one.)

38. within 30 days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. 45 days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

RE/MAX RESULTS

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

44. Page 2

45. Property located at 109 South Mantorville Ave Rosson MN 55944
46. (ii) **Phase II:** This Purchase Agreement ☐ IS ☐ IS NOT contingent upon ☐ BUYER ☐ SELLER
.....(Check one).....
47. obtaining a Phase II environmental site assessment of the Property at ☐ BUYER ☐ SELLER
.....(Check one).....
48. expense within _____ days of Final Acceptance Date of this Purchase Agreement.
49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within
50. _____ days of either;
51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or
53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.
54. (iii) **Other Testing:** This Purchase Agreement ☐ IS ☐ IS NOT contingent upon ☐ BUYER ☐ SELLER
.....(Check one).....
55. obtaining other Intrusive Testing of the Property at ☐ BUYER'S ☐ SELLER'S expense within
.....(Check one).....
56. _____ days of Final Acceptance Date of this Purchase Agreement.
57. Buyer shall provide reasonable approval of the assessment/inspection within
58. _____ days of either;
59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or
61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.
62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.
64. Buyer ☐ SHALL ☒ SHALL NOT be required to provide Seller with a copy of any assessment/inspection
.....(Check one).....
65. reports obtained by Buyer.
66. (iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:
68. _____
69. _____
70. _____
71. **B. GOVERNMENTAL APPROVAL:** The following items, if applicable, shall be completed within
72. 45 days of Final Acceptance Date of this Purchase Agreement.
73. (i) This Purchase Agreement ☒ IS ☐ IS NOT contingent upon Buyer obtaining approval of governing body of
.....(Check one).....
74. development or subdivision plans, as described below, at ☒ BUYER ☐ SELLER expense. If IS, Seller shall
.....(Check one).....
75. cooperate with Buyer to obtain such approval.
76. _____
77. (ii) This Purchase Agreement ☒ IS ☐ IS NOT contingent upon Buyer obtaining approval of governing body for
.....(Check one).....
78. rezoning or use permits, as described below, at ☒ BUYER ☐ SELLER expense. If IS, Seller shall
.....(Check one).....
79. cooperate with Buyer to obtain such approval.
80. Use for a Daycare, Office and School to buyers satisfaction.
81. _____

RE/MAX RESULTS

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

82. Page 3

83. Property located at 109 South Wantorville Ave Kasson MN 55944

84. C. OTHER CONTINGENCIES: This Purchase Agreement is contingent upon Buyer's reasonable approval of the
85. following items, if checked. Buyer shall approve the items within 45 days of either:
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or
87. (b) receipt of the item if Seller is obligated to obtain the item.
88. (Select appropriate options I-VI.)

89. ☒ (i) ☒ BUYER ☐ SELLER obtaining a certificate of survey of the Property, at ☐ BUYER ☒ SELLER
90. expense. (Check one.)

91. ☐ (ii) ☐ BUYER ☐ SELLER obtaining soil tests which indicate that the Property may be improved without
92. extraordinary building methods or costs, at ☐ BUYER ☐ SELLER expense. (Check one.)

93. ☒ (iii) ☒ BUYER ☐ SELLER obtaining copies of all covenants, reservations and restrictions affecting the Property,
94. at ☐ BUYER ☒ SELLER expense. 2.9. INGRESS/EGRESS (Check one.)

95. ☐ (iv) ☐ BUYER ☐ SELLER obtaining and approving copies of Association documents at ☐ BUYER ☐ SELLER
96. expense. (Check one.)

97. ☐ (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel
99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person or
110. persons claiming under any of them with respect to any of the Security Deposits.

111. ☒ (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the
112. last 1 years, vendor contracts, and any other documents in Seller's possession or
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

RE/MAX RESULTS

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

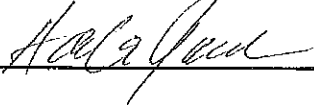
116. Page 4

117. Property located at 109 South Mantorville Ave Kasson MN 55944

118. D. BUYER INVESTIGATIONS: This Purchase Agreement ☒ IS ☐ IS NOT contingent upon Buyer's investigations
(Check one.)

119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be
121. completed within 60 days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. SELLER

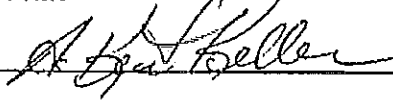
124. 

125. By: _____

126. Its: _____
(Title)

127. 11-14-17
(Date)

BUYER



By: Kent Keller or Assigns

Its: _____
(Title)

11-3-17
(Date)

128. SELLER

129. _____

130. By: _____

131. Its: _____
(Title)

132. _____
(Date)

BUYER

By: _____

Its: _____
(Title)

133. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
134. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

MN-ACPA:DD-4 (8/17)



**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

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1. Page 1

ARBITRATION DISCLOSURE

You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to binding arbitration, you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be valid whether or not you sign the ARBITRATION AGREEMENT.

The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that regulates the real estate profession, about licensee compliance with state law.

The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

A request for arbitration must be filed within 24 months of the date of the closing on the property or else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation period provided herein.

A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate, architecture, engineering, construction or other related fields.

Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview of the Arbitration System rules. For specific information regarding the administrative fee, please see the Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS at (866) 777-8119 or (866) 727-8119 or consult a lawyer.



**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**
47. Page 2

48. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
49. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**
50. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

51. For the property located at 109 South Mantorville Ave

52. City of Kasson, County of Dodge, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
55. dated November 3rd, 20 17, including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. _____
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

65. _____
(Seller's Printed Name)

Kent Keller or Assigns
(Buyer's Printed Name)

66. _____
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

67. _____
(Seller's Printed Name)

(Buyer's Printed Name)

68. _____
(Licensee Representing or Assisting Seller) (Date)
Tracy Petersohn

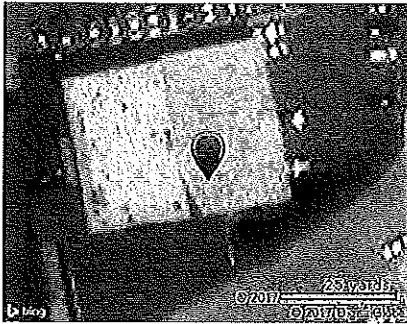
(Licensee Representing or Assisting Buyer) (Date)
David Morris

69. We Sell U Save
(Company Name)

RE/MAX Results - Rochester
(Company Name)

70. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
71. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/14)

105 S Mantorville Ave, Kasson, MN 55944-1254, Dodge County

N/A	12,158	27,443	N/A
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	N/A	N/A
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Jacobson Harlan E	Tax Billing Zip:	55944
Owner Name 2:	Jacobson Colleen	Tax Billing Zip+4:	1254
Tax Billing Address:	105 S Mantorville Ave	Carrier Route:	C003
Tax Billing City & State:	Kasson, MN	Owner Occupied:	Yes

Location Information

Municipality:	Kasson	School District:	204
Zip Code:	55944	School District Name:	Kasson-Mantorville
Zip + 4:	1254	Section:	33
Carrier Route:	C003	Township:	107
Census Tract:	9505.00	Range:	16
Lot:	1	Flood Zone Code:	C
Block:	22	Flood Zone Panel:	2705810001A
Subdivision:	Kasson	Flood Zone Date:	01/06/1982

Tax Information

PID:	241003300	% Improved:	91%
Alternate PID:	24.100.3300	Special Assessment:	\$26
Tax District:	2401		
Legal Description:	SECT-33 TWP-107 RANGE-016 ORIGINAL PLAT ALL OF LOTS 1-2-3-4 EX S57FT & ALL OF LOTS 5-6-7-8 & 9 BLK 22 TOGETHER WITH THE S1/2 OF VACATED 1ST ST SW LYING N OF & ADJACENT TO LOTS 1 THRU 9		

Assessment & Tax

Assessment Year	2016	2015	2014
Market Value - Total	\$325,000	\$334,200	\$338,700
Market Value - Land	\$28,500	\$28,500	\$28,500
Market Value - Improved	\$296,500	\$305,700	\$310,200
Assessed Value - Total	\$325,000	\$334,200	\$338,700
Assessed Value - Land	\$28,500	\$28,500	\$28,500
Assessed Value - Improved	\$296,500	\$305,700	\$310,200
YOY Assessed Change (\$)	-\$9,200	-\$4,500	
YOY Assessed Change (%)	-2.75%	-1.33%	

Payable Tax Year	Total Tax	Change (\$)	Change (%)
2015	\$13,854		
2016	\$14,022	\$168	1.21%
2017	\$13,344	-\$678	-4.84%

Characteristics

Lot Acres:	0.63	# of Buildings:	1
Lot Area:	27,443	Finished Sq Ft:	12,158
Land Use - County:	Inds Land & Bldgs	Total Sq Ft:	12,158

Features

Courtesy of Tracy Petersohn, Southeast Minnesota AOR

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 11/14/2017

Page 1 of 2

Feature Type	Year Built
Am4	1984

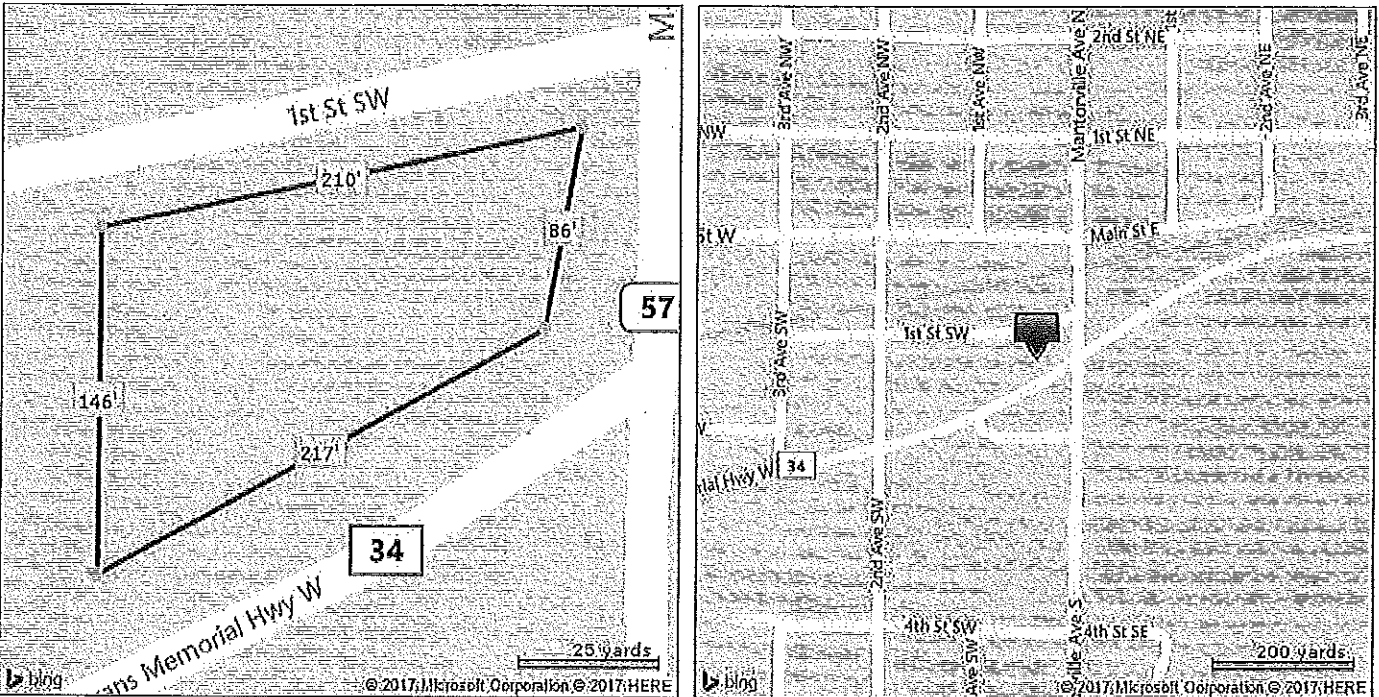
Last Market Sale & Sales History

Owner Name: Jacobson Harlan E Owner Name 2: Jacobson Colleen

Mortgage History

Mortgage Date	07/27/2012
Mortgage Amount	\$297,888
Mortgage Lender	Citizens St Bk/Hayfield
Mortgage Type	Refi

Property Map



Courtesy of Tracy Petersohn, Southeast Minnesota AOR

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 11/14/2017

Page 2 of 2

APPLICATION FOR ZONING MAP AMENDMENT

Fee Paid \$ 250.00

Date Filed 1-2-18

Street Address of Property 105 South Mantorville Ave

Legal Description of Property sect-33 TWP-107 Range-016 etc. see attached

PURCHASER'S
Owner's Name Harlan Jacobson seller Kent Keller broker Johann Marsland
Phone 218-831-7559

Address 205 Mantorville Ave S ^{Kassberg} and 901 main st, Mantorville

Description of Request Change the zoning designation from GM to RC

Reason(s) for Request repurpose the building to serve as a
community center, school, + and church as well as office space

Present Zoning Classification C-M

Existing Use of Property Manufacturing

Signature of Applicant A. Kent Keller Date 12-28-17

FOR OFFICE USE ONLY

Recommended _____ Denied _____ by the Planning Commission on _____

Approved _____ Denied _____ by the City Council on _____

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s): _____

§ 154.028 ZONING AMENDMENTS.

(A) Generally. The Council may adopt amendments to this chapter and the zoning map in relation both to land uses within a particular district or to the location of a district line. The amendments shall not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals and policies of the city as reflected in the comprehensive plan or changes in conditions in the city.

(B) Kinds of amendments.

- (1) A change in a district's boundary (rezoning);
- (2) A change in a district's regulations; and
- (3) A change in any other provision of this chapter.

(C) Initiation of proceedings. Proceedings for amending this chapter shall be initiated by at least one of the following three methods:

- (1) By petition of an owner or owners of property which is proposed to be rezoned, or for which district regulation changes are proposed;
- (2) By recommendation of the Planning and Zoning Commission; and/or
- (3) By action of the Council.

(D) Required exhibits. The following exhibits shall be required for rezoning or district regulation changes initiated by property owners.

- (1) A completed application form;
- (2) A preliminary building and site development plan; if necessary the Planning and Zoning Commission or Council may also require a boundary survey of the property;
- (3) Evidence of ownership or enforceable option on the property; and
- (4) Other items as may be required by the city.

(E) Procedure. The procedure for a property owner to initiate a rezoning or district regulation change applying to this property is as follows.

- (1) The property owner or his or her agent shall meet with the Zoning Administrator to explain the situation, learn the procedures and obtain an application form.
- (2) The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee as established by the Council.

(3) The Zoning Administrator shall review the application and, within ten business days after receiving the application, shall notify the applicant in writing if the application is not complete and what additional information is required.

(4) The city shall take action to approve or deny the application within 60 days of receiving a completed application. If the city cannot take action to approve or deny the application within 60 days of receiving the completed application, the city may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.

(5) When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notices of the hearing published in the legal newspaper at least once, not less than ten days and not more than 30 days prior to the hearing. The Council may waive the mailed notice requirements for a city-wide amendment to this chapter initiated by the Planning and Zoning Commission or City Council.

(6) The Zoning Administrator shall transmit the application and required exhibits to the Planning and Zoning Commission and shall notify all property owners within the affected zone and within 350 feet of the outer boundaries of the property in question; however, failure of any property owner to receive the notification shall not invalidate the proceedings.

(7) The Planning and Zoning Commission shall hold the public hearing, and may table the application for further investigation if necessary, or the Commission shall recommend to the Council one of the three actions: approval, conditional approval or denial.

(8) The Council shall act upon the application within 30 days after receiving the recommendation of the Planning and Zoning Commission.

(9) No application of a property owner for an amendment to the text of this chapter or the zoning map shall be considered by the Planning and Zoning Commission within the one-year period following a denial of the request, except the Planning and Zoning Commission may permit a new application, if, in the opinion of the Planning and Zoning Commission, new evidence or a change of circumstances warrant it.

(Prior Code, § 24-17) (Ord. 728, passed --)

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

2011 Comprehensive Plan – City of Kasson

GENERAL

Kasson supports a wide range of businesses and industries. An established Economic Development Authority (EDA) works to retain existing businesses, assist existing businesses with expansion plans and to develop new businesses and industry within the City.

Connectivity to Rochester has become increasingly important to economic growth in the city of Kasson. Much of the growth in Kasson can be accounted for as young families moving from the Rochester area moving out to find cheaper housing or seeking a more rural, small town environment with amenities such as good education, and a sense of community.

As a consequence, an increasing proportion of the population is commuting into Rochester. This has significant consequences for the direction of development in Kasson in the future. Although business development is still an important component of growth in the city, the city must also focus on developing amenities that will serve to attract and retain residents.

The City of Kasson believes that the private sector is the best source of job creation. The public sector best serves job creation by maintaining an infrastructure (physical, political and cultural) necessary to support the needs of those businesses for whom location in Kasson makes sound business sense. It is not the policy of the City of Kasson to use public subsidies to replace sound business reasons for location in Kasson.

WORKFORCE

Workforce characteristics have changed drastically over the past couple of decades in Kasson. The Table below shows the change in employment for each sector of the workforce since 1990.

Notably, there is a substantial decrease in the proportion of farm employment. As efficiency in farming industry practices increases, and residents of Kasson become less dependent upon local agri-business for employment. Rising population and outsourcing of business has shifted local employment to more service oriented business.

A substantial increase in 'nonfarm proprietary employment' (from 20.4% in 1990, to 34.4% in 2007) reflects the increasing importance of small business as a source of employment for Kasson residents. Non-farm proprietors are individuals who receive their primary income through ownership of a sole proprietorship, partnership, LLC or LLP.

Employment in the retail trade has decreased from approximately 15% in 1990 to 10% in 2007, reflecting the changes in consumption patterns among residents of Kasson due to proximity to Rochester and transportation patterns.

Manufacturing employment has increased from approximately 11% in 1990 to 17% in 2007. This is consistent with a nationwide trend of manufacturing businesses moving from urban areas into rural and exurban locations as transportation networks become enhanced and

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

2011 Comprehensive Plan – City of Kasson

communication barriers are broken down. This allows manufacturers who once required proximity to resources in an urban area, to locate where they choose. This is a potentially good opportunity for Kasson moving forward into the future. Relatively inexpensive land and labor could be incentives to attract manufacturing companies.

Figure 1 Dodge County Employment by Sector, U.S. Bureau of Economic Analysis

Industry	1990		2001		2007	
Wage and Salary Employment	3939	64.54%	5,203	58.78%	5,974	58.35%
Farm and proprietors employment	919	15.06%	764	8.63%	739	7.22%
Nonfarm proprietors employment	1245	20.40%	2,884	32.58%	3,526	34.44%
Farm employment	1200	19.66%	967	10.93%	931	9.09%
Nonfarm employment	4903	80.34%	7,884	89.07%	9,308	90.91%
Construction	424	6.95%	810	9.15%	989	9.66%
Manufacturing	668	10.95%	1,166	13.17%	1,631	15.93%
Wholesale trade	291	4.77%	468	5.29%	560	5.47%
Retail trade	919	15.06%	1,001	11.31%	1,029	10.05%
Finance, insurance, and real estate	317	5.19%	300	3.39%	355	3.47%
Government and government enterprises	1071	17.55%	1,275	14.41%	1,279	12.49%

Employment and Workforce Participation

Over the past decade, Dodge County has a consistently higher unemployment rate than both Rochester and the State of Minnesota. This is a challenge caused by numerous factors including:

1) Location

- Kasson is not located along any interstate highway routes.
- Proximity to communities such as Owatonna, Rochester, and Faribault with greater resources such as skilled workforce, educational institutions, financial incentives and capital, etc....

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

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2) Demographics

- A higher proportion of residents are of working age, skewing the unemployment percentage since those in other demographic groups (children and elderly) are not calculated in the unemployment rate.

Unemployment

An economic slump over the past few years has increased unemployment drastically throughout the U.S. Kasson is not immune to the effects of economic recession as the unemployment rate has increased substantially in 2009. However, Kasson and Dodge County as a whole have not seen the unemployment rate spike as high as some other rural communities. This is a result of the increasing connectivity to jobs in Rochester for residents of Kasson and the relative stability of the Rochester market area.

Unemployment for Dodge County and the City of Kasson is relatively high relative to the state of Minnesota and the City of Rochester. This is a reflection of the lack of access to jobs within the area.

Figure 2 Dodge County Unemployment Trends 1999-2009

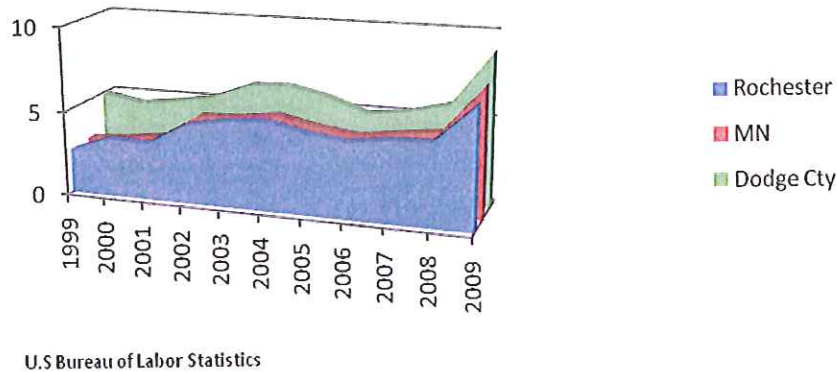
Year	Rochester	MN	Dodge County	Kasson ¹
2001	3.3	3.2	4.8	3.8
2002	4.6	4.6	5.2	5.4
2003	5	4.7	6.1	5.5
2004	5.2	5	6.2	5.9
2005	4.7	4.5	5.7	5.3
2006	4.4	4.2	4.9	4.9
2007	4.7	4.5	5.2	5.3
2008	4.8	4.8	5.8	5.6
2009	7	7.5	8.9	8.8

¹ No government agency tracks unemployment specifically for the city of Kasson. Kasson unemployment was calculated as the Kasson unemployment rate gathered from Sperling's Best Places 2009 divided by the unemployment rate for the state of Minnesota and projected for all years.

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

2011 Comprehensive Plan – City of Kasson

Figure 3: Comparison Unemployment Rates 1999-2009



COMMERCIAL/RETAIL INDUSTRY

It appears that the citizens of Kasson are underserved in the commercial and retail sectors. Much smaller neighboring cities offer as many, if not more, opportunities for shopping and spending locally than Kasson. No longer is Kasson the retail and commercial hub of the area.

While Kasson still boasts a strong services sector, especially in the finance, insurance, real estate and legal professions, other opportunities have not kept pace with the growth in population. One item that was noted repeatedly in the community survey was a desire for increased diversity in the restaurant or food service sector, not because of a dissatisfaction with the current food service businesses in but simply a for a broader selection. Options are equally limited in the general merchandise sector.

Part of the decline in the retail sector can be traced to historical changes in shopping patterns observed world-wide. The growth in popularity of “big box” retailers offering a wide variety of merchandise has led to the decline of smaller specialty retailers regardless of their location. The proximity of those big boxes in nearby Rochester has proven to be too much competition for many local retailers and it is unlikely that this trend can be reversed until overall consumer preferences change dramatically.

Even if trends change, the change will likely come slower to Kasson than many communities due to the large number of Kasson residents employed in Rochester. Many would view this proximity to Rochester and the large number of residents that commute there for work as a negative. The term “bedroom community” has developed a negative connotation over time, but it should be viewed as an opportunity for Kasson. Simply because people commute from a community to work does not mean that they are not desiring or expecting a high quality of life

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

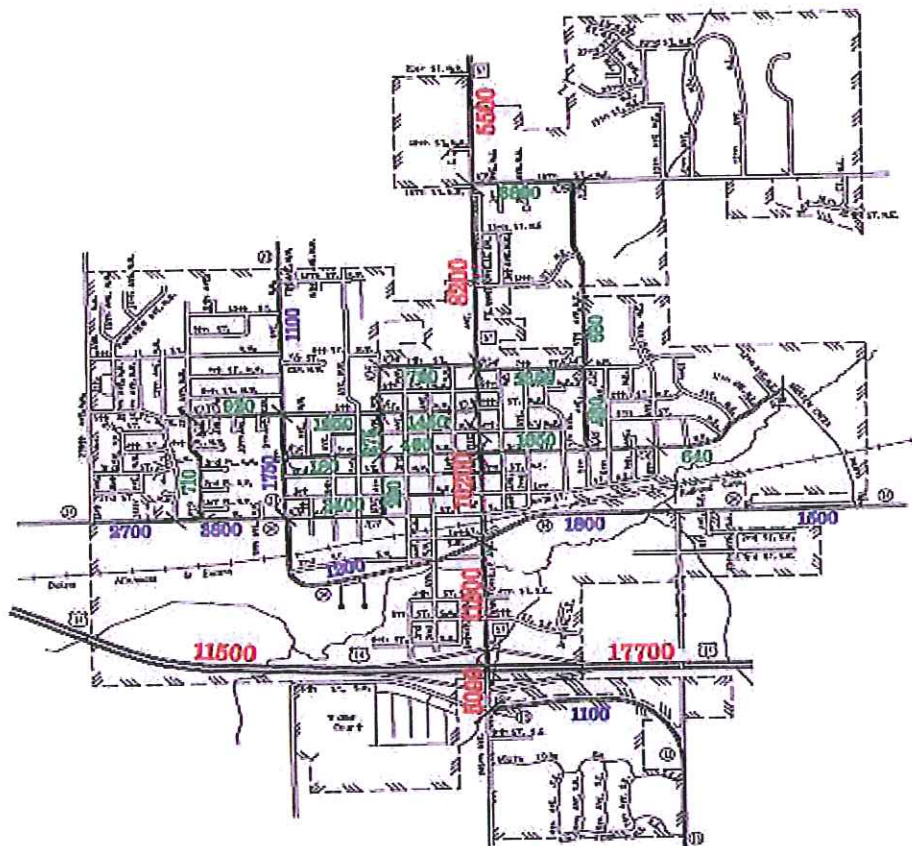
2011 Comprehensive Plan – City of Kasson

from the community in which they live and a big part of that quality of life is convenient access to goods and services.

Another factor impacting the retail sector decline in Kasson has to do with shifting transportation patterns. Historically in Kasson, US Highway 14 was the major traffic artery to and through Kasson. It directed many residents and travelers through the heart of the City, through or near the present downtown commercial area. This traffic supported a much wider variety of shops than is presently viable. With the construction of the four-lane Highway 14 by-passing that commercial area, the viability of some of those commercial enterprises was threatened or, in many cases, eliminated.

Any successful retailer will agree that traffic passing by their place of business is the prime external determinant of success or failure. The traffic pattern that presents the biggest opportunity for commercial growth in Kasson is that along Highway 57.

Kasson Traffic Counts – Minnesota Department of Transportation



SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

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Economic Development Resources

The City of Kasson has an Economic Development Authority (EDA) that works to identify opportunities for the Community and can assist in projects that will build jobs and tax base. This assistance in projects can take several forms. One area of assistance is in the form of technical assistance, by which staff provides information or connects businesses with informational resources that can help a new business get started or an existing business expand, adjust, or improve specific aspects of the operation. Another area that the EDA can participate in projects is through financial assistance. This financial assistance can come from funds within the City like the Revolving Loan Fund. Also, it could be through providing access to programs developed by the State or Federal Government through agencies like the Minnesota Department of Employment and Economic Development and the United States Department of Agriculture. Often times, access to these dollars cannot be attained by businesses directly but must come through a local entity like an EDA. When providing financial assistance, firm local guidelines should be formalized and used in deciding to participate to insure all projects are treated fairly.

Kasson also has a local Chamber of Commerce, and even though chambers are not always view as economic development resources, they are very often the foremost ambassadors for small business growth in a community. Communications between these two agencies is extremely important in the area of commercial growth in Kasson.

Infrastructure

Another area that is crucial for economic development is access to the necessary quality infrastructure to promote development. Some businesses may have specific needs for electricity such as three-phase power, while others may need accesses to larger volumes of water or capacity for wastewater. Ensuring that a community is prepared for growth means understanding and providing access to this kind of infrastructure along with quality transportation routes and the like.

One area of infrastructure that is becoming more and more vital to business growth is quality telecommunications. With the global economy of today, businesses of all shapes and sizes find themselves connecting to customers in all corners of the world and in order to maintain these connections they are relying more and more on state-of-the-art telecommunications. As this trend will continue communities like Kasson will need to be as proactive as possible in this area to meet the needs of the current business community along with attracting new businesses to town. The Current telecommunications provider in Kasson (KMTelecom) has recently upgraded the entire community to a FTTH (Fiber to the Home) platform. With a FTTH infrastructure, the community of Kasson should be able to handle any future applications that would need to be delivered to businesses or residents.

SECTION V: ECONOMIC AND COMMUNITY DEVELOPMENT

2011 Comprehensive Plan – City of Kasson

ECONOMIC DEVELOPMENT GOALS

- ⊗ Provide commercial sites adequate to meet the needs for expansion in the retail and service sectors of Kasson
- ⊗ Provide an atmosphere that promotes business development and growth by increasing communication between public and private sectors in the Community
- ⊗ Encourage retention and expansion of local businesses
- ⊗ Continue to promote and develop a strong, balanced and sustainable local economy that meets the needs of current and future residents by providing reasonable opportunities to live, work, play and shop in Kasson
- ⊗ Provide adequate land and infrastructure for industrial development that will provide living wage jobs to the Community
- ⊗ Enhance the City's image as an attractive place to live and do business

ECONOMIC DEVELOPMENT POLICIES

- * Maintain an inventory of available commercial and industrial land and buildings on the City website
- * Set up meetings with Chamber of Commerce and large employers to enhance communication and provide a forum to discuss retention and expansion opportunities
- * Explore opportunities for financial assistance to promote updating and rehabilitation of existing commercial core
- * Develop industrial areas that will meet the needs of prospective industrial developers with regard to transportation and infrastructure
- * Improve community signage to maximize exposure to the high volume of traffic on Highway 14 and Highway 57. This should include directional signage within the Community for places of interest
- * Understanding the proximity to the regional economic center of Rochester, promote and encourage commercial development that meets the needs of the large volume of residents that commute from Kasson
- * Seek opportunities to enhance telecommunication infrastructure, through continued partnerships with the private sector
- * Formalize guidelines and standards for providing business subsidies to promote economic development

SECTION VI: LAND USE

2011 Comprehensive Plan – City of Kasson

LAND USE OVERVIEW

The goals and policies in the Land Use Section of the Comprehensive Plan provide direction to maintain the quality of life and working environment and ensure that the interests, economy, and welfare of the community are of primary concern as the city matures.

The Land Use Section is an important part of the Comprehensive Plan; in fact, it is sometimes identified as the foundation of the Plan. In that respect, the Land Use Section of the Plan is an explicit statement of the ultimate vision for the city. It outlines the framework by which the plan will be implemented and helps determine things like transportation needs, as well as other infrastructure necessary to serve the land uses.

Development of land, according to the adopted policies and land use designations, will result in an appropriate balance of public facilities, housing, employment, services, and recreational uses.

RESIDENTIAL FOCUS

An essential goal of the Land Use Element is the protection and enhancement of Kasson's residential neighborhoods and maintaining the "small town" atmosphere and feel. The quality and integrity of Kasson's neighborhoods, and the people, who live, work, interact, and recreate within them make the city special. Ensuring that these neighborhoods remain connected, stable, and vibrant is of primary concern.

COMMERCIAL FOCUS

The city recognizes the importance of a strong, vibrant, diverse economy. While the majority of the current commercial land use designation is located within the City's downtown core, future commercial areas of various sizes will probably develop along Highway 57 within the City.

For much of the city's existence, the Downtown area provided most of the amenities necessary for a small community, including a grocery store, drugstore, laundry services, gift shops, *etc.* Both the cities of Rochester to the east and Owatonna to the west have experienced rapid growth in commercial development, which benefit Kasson residents in the availability of choice and flexibility in their service and buying needs. One opportunity for the downtown core to see an increase in traffic for commercial customers could be the location of public buildings that generate significant foot traffic in the area. Careful consideration should be made when exploring locations for City offices and the possible expanded public library. Location of facilities like this near the downtown core could help generate expanded customer opportunity for retail and other commercial businesses located there.

With the high traffic counts along Highway 57, new retail and commercial businesses will desire to locate on this corridor, providing closer availability to goods and services. Much of this area is currently made up of residential land use, and great care must be taken to ensure that the effects of changes in the future land use are as minimal as possible for those residents. The change over

SECTION VI: LAND USE

2011 Comprehensive Plan – City of Kasson

in land use to commercial should happen in phases and as orderly and contiguously as possible. Spot zoning should be avoided.

The City's land use philosophy should support the development of a diverse economy. With the City's expansion and growth, providing opportunities for some commercial development is both desirable and necessary.

INDUSTRIAL FOCUS

The Industrial designation should be characterized by strict development standards, which include well designed buildings, generous landscaping, and limited outdoor operations. These standards assure development in a campus park-like setting, which will be a compatible, visual asset to the community, an employment center, and an economic base within the city.

For the Industrial designation, considerations of infrastructure needs and transportation access needs will be very important for further development. For areas in the City that are designated for this type of development, specific plans for these considerations should be put into place.

SECTION VI: LAND USE

2011 Comprehensive Plan – City of Kasson

LAND USE GOALS

- ⊗ Give consideration to the natural elements of Kasson as developments grow.
- ⊗ Promote orderly growth and work with all of our township neighbors to systematically annex land into the City.
- ⊗ Continue to operate programs and policies that promote the restoration, revitalization and rehabilitation of the downtown corridor.
- ⊗ Align land uses with traffic patterns.
- ⊗ Zoning and land use considerations will address water, ground, air, and noise pollution issues.
- ⊗ Eliminate spot zoning, and do not allow spot zoning into the future.
- ⊗ Support the continuation of a strong residential community rooted amid a blend of opportunities for commerce, industry, education, and recreation.
- ⊗ Ensure enough properly zoned land to provide for Kasson's share of the regionally adopted forecasts for residential, commercial, industrial, and institutional uses for the next 20 years.
- ⊗ Promote energy efficient construction and green/sustainable building and land use practices.
- ⊗ Have as a goal to minimize the fragmentation and development of agricultural lands and open spaces in and around the City.

LAND USE POLICIES

- * Balance consideration for community values, the neighborhoods, the natural elements, and the economic environment.
- * Separate incompatible land uses with the use of zoning and development regulations, and ensure that commercial and industrial land uses are contained within carefully delineated areas with appropriate setbacks, landscaping buffers, and lighting.
- * Locate high-traffic generating land uses along arterial streets whenever possible.
- * Review the City zoning ordinance to meet the goals set forth in the Comprehensive Plan.
- * Enforce set-back regulations to provide adequate buffer zones between land uses.
- * Establish a local process for locating essential public facilities, based on land use and public service impacts as well as future needs and community vision.
- * Support the purchase, dedication, and preservation of open space and encourage careful consideration and integration of the natural environment in any planning activity.
- * Encourage and support adequate pedestrian connections with nearby neighborhoods and access to transit facilities citywide.

SECTION VI: LAND USE

2011 Comprehensive Plan – City of Kasson

LAND USE POLICIES (Continued)

- * Consider a landscaping ordinance to allow for low water-use landscaping.
- * Consider MN Tree Trust's Best Practices
- * Consider a policy of No Net Loss of Specified Natural Landscapes
- * Consider a replacement tree policy
- * Consider ordinances to promote native vegetation
- * Consider an ordinance requiring an on-site rainwater infiltration design requirement for construction sites.
- * Maintain and enforce a sump pump ordinance for existing and new structures
- * Consider a policy of no net loss of green space
- * Consider a Right to Farm ordinance
- * Develop a Walkable Streets Network/Plan, and identify any gaps
- * Develop a land use plan
- * Consider a wellhead protection program
- * Encourage and foster economic development in areas designated for commercial development.

Staff Planning Review

Zoning Map Amendment Application

“rezone” from C-M to R-C

Includes: Application
 Satellite Image
 Kent Keller Purchase Agreement

Zoning

154.028 Zoning Amendments

Reflect Changes in the Goals of the City

Reflected in the Comprehensive Plan

Reflect Changes in Conditions in the City

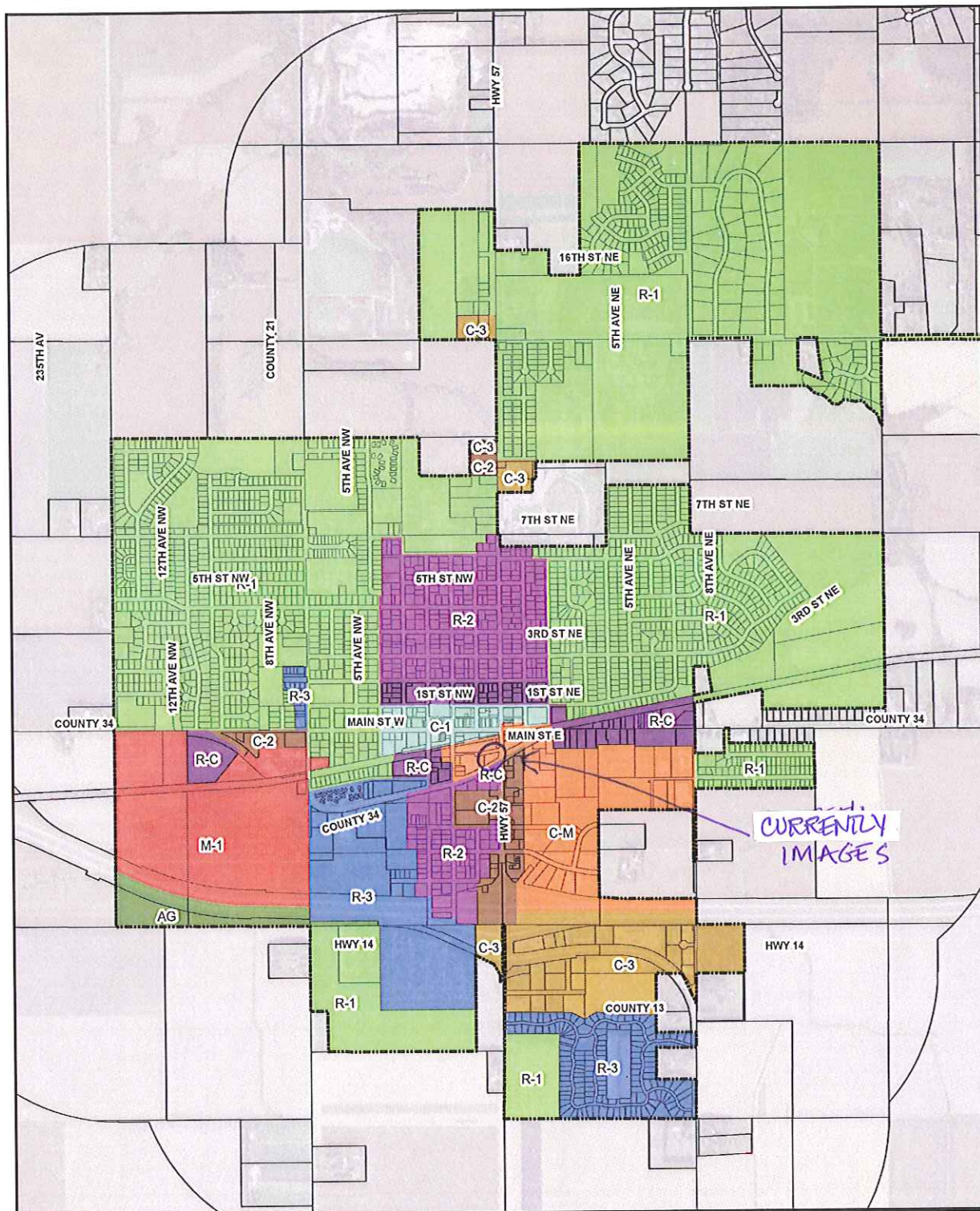
Comprehensive Plan

Promote Revitalization

Align with Traffic Patterns

Blend Commerce, Industry, Education, Recreation

Orderly and Contiguously



Zoning

- | | |
|--|--|
| AG, Agricultural District | M-1, Manufacturing/Industrial District |
| C-1, Central Business District | R-1, Single Family Residential District |
| C-2, General Commercial District | R-2, Single Family, Older Core, Residential District |
| C-3, Highway Commercial District | R-3, Multi-Family Residential District |
| C-M, Commercial - Manufacturing Mixed Use District | R-C, Residential - Commercial Mixed Use District |

Corporation Limits

0 0.1 0.2 0.4 0.6 0.8 Miles



ZONING MAP

154.207 E

APPLICATION FOR
CONDITIONAL USE PERMIT

Fee Paid \$ 250.00

Date Filed 1-2-18

Street Address of Property 105 South Mantorville Ave
Kagon

Legal Description of Property sect 33 Twp-107 Range 106 original plat of lots
1234 ex 557 ft and all of lots 5678+9 Blk 22 together with vacated lot 9+SW

PURCHASER'S

Owner's Name Harlan Jacobson / Kent Keller

lying not adjacent to
lots 1-9

Phone 507 639 5496

Address 901 Main St, Mantorville MN 55955

Description of Request Requesting a conditional use as a church
and school

Reason(s) for Request buying the property to expand the
outreach capacity

Present Zoning Classification C-M

Existing Use of Property manufacturing

Signature of Applicant A. Kent Keller

Date 12-28-17

FOR OFFICE USE ONLY

Recommended _____ Denied _____ by the Planning Commission on _____

Approved _____ Denied _____ by the City Council on _____

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s): _____

§ 154.029 CONDITIONAL USE PERMITS.

(A) *Purpose.* The purpose of a conditional use permit is to permit a use that would not be appropriate generally, but may be allowed with appropriate restrictions upon finding that:

- (1) Certain conditions as detailed in this chapter exist;
- (2) The use or development conforms to the comprehensive plan; and
- (3) Is compatible with the existing area.

(B) *Standards for granting a conditional use permit.*

(1) In making the determination, whether or not the conditional use is to be allowed, the city shall consider:

(a) The effects of the proposed use on the comprehensive plan; and

(b) The effects of the proposed use upon the health, safety and general welfare of occupants of surrounding lands.

(2) Among other things, the city shall make the following findings where applicable.

(a) The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.

(b) The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.

(c) The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.

(d) The use, in the opinion of the city, is reasonably related to the overall needs of the city and to the existing land use.

(e) The use is consistent with the purpose of this chapter and the purposes of the zoning district in which the applicant intends to locate the proposed use.

(f) The use is not in conflict with the comprehensive plan of the city.

(g) The use will not cause traffic hazards or congestion.

(h) The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the city in order to handle the additional traffic generated by the use.

(i) Adequate measures have been taken or are proposed to prevent or control offensive odor, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.

(j) Adequate utilities, parking, drainage and other necessary facilities will be provided.

(k) The proposed use will not impede the normal and orderly development or improvements of the surrounding property.

(l) The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of the property.

(m) The use will not disrupt the character of the neighborhood.

(C) *Additional conditions.* In permitting a new conditional use or in the alternative of an existing conditional use, the city may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which the city considers necessary to protect the best interest of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

- (1) Increasing the required lot size or yard dimension;
- (2) Limiting the height, size or location of the buildings;
- (3) Controlling the location and number of vehicle access points;
- (4) Increasing the street width;
- (5) Increasing the number of required off-street parking spaces;
- (6) Limiting the number, size, location or lighting of signs;
- (7) Requiring diking, fencing, screening, berming, landscaping or other facilities to protect adjacent or nearby property;
- (8) Designating sites for open space; and
- (9) Limiting the hours of operation.

(D) *Required exhibits for conditional use permits.* The following items shall be required:

- (1) A completed application form;
- (2) An accurate boundary description of the property;
- (3) Evidence of ownership or enforceable option on the property;
- (4) A development plan of the property showing the existing or proposed buildings, streets, access roads, driveways, parking spaces and signs;
- (5) Landscaping and screening plans; and
- (6) Any additional information deemed necessary by the city to determine the suitability of the particular site for the proposed use.

(E) *Procedure.* The procedure for obtaining a conditional use permit is as follows.

- (1) The applicant or his or her agent shall meet with the Zoning Administrator to explain the situation, learn the procedures and obtain an application form.
- (2) The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee, as established by the Council, for processing the conditional use procedures.
- (3) The Zoning Administrator shall review the application and within ten business days after receiving the application shall notify the applicant in writing if the application is not complete and what additional information is required.
- (4) The city shall take action to approve or deny the application within 60 days of receiving a completed application. If the city cannot take action to approve or deny the application within 60 days of receiving the completed application, the city may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.

(5) When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notice of the hearing published at least once in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.

(6) The Zoning Administrator shall transmit the application to the Planning and Zoning Commission and shall notify all property owners within 350 feet of the outer boundaries of the property in question; however, failure of any property owner to receive the notification shall not invalidate the proceedings.

(7) The Planning and Zoning Commission shall hold the public hearing and may table the application if necessary to study the application to determine possible adverse effects of the proposed conditional use and determine what additional requirements may be necessary to reduce any adverse effects. The Planning and Zoning Commission shall then recommend to the Council one of three actions: approval, conditional approval or denial.

(8) The Council shall act upon the application within 30 days after receiving the recommendation of the Planning and Zoning Commission.

(9) No application of a property owner for a conditional use permit shall be considered by the city within a one-year period following a denial for the request, except the Planning and Zoning Commission may permit a new application, if in the opinion of the Planning and Zoning Commission, new evidence or a change in circumstances warrant it.

(F) *Record keeping.* The city shall maintain a record of all conditional use permits issued including information on the use, location and conditions imposed by the city; time limits, review dates and such other information as may be appropriate. A record of applications which were not approved shall also be maintained for record keeping purposes.

(G) *Revocation of conditional use permits.* The Planning and Zoning Commission may call a public hearing to revoke a conditional use permit when it finds that at least one of the following circumstances exist:

(1) Where a conditional use permit has been issued and no work thereon has commenced within nine months of the date of granting the conditional use permit;

(2) In the event that the applicant violates any of the conditions set forth in the conditional use permit; and/or

(3) Upon receipt of three written complaints from property owners within 350 feet of the property issued a conditional use permit.

(H) *Notice; hearing; recommendation.*

(1) Proper notice shall be mailed to the party or individual to which the conditional use permit was issued and to property owners within 350 feet of the outer boundaries of the property in question, not less than ten days and not more than 30 days prior to the hearing. Notice of the hearing shall also be published in the legal newspaper, not less than ten days and not more than 30 days prior to the hearing.

(2) The public hearing shall be held by the Planning and Zoning Commission. If the Planning and Zoning Commission finds that the continuation of the conditional use is in violation of this chapter, the Planning and Zoning Commission shall recommend the City Council revoke the conditional use permit.

(3) The City Council shall act upon the recommendation of the Planning and Zoning Commission within 30 days of receiving the recommendation. The Zoning Administrator shall, in writing, inform the individual or party in question of the action of the Council and shall enforce the action taken.

(Prior Code, § 24-18) (Ord. 728, passed - -)

Staff Planning Review

Conditional Use Permit Application

School and Church

{R-C Residential Commercial Mixed Use}

105 Mantorville Ave S

Kent Keller

Conditional Use Permit Application

Childcare

{R-C Residential Commercial Mixed Use}

105 Mantorville Ave S

Zoning

R-C Conditional Use

E. Church, Private Education

R-C Conditional Use

B. Childcare Facility

Parking

154.080

Church = one per 4 seats

28+ parking spaces would
allow for 132 seats

Childcare = one per 2 employees
+ one per 10 students

28+ parking space would
allow for 90 students

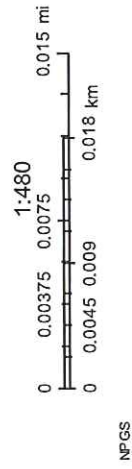


December 12, 2017

Search Results: Search by PIN Roads

Override 1

—	CITY	—	PVT	—	TWP
—	CARG	—	RR	—	USHWY
—	CARP	—	CSAHP	—	SHWY



APPLICATION FOR
CONDITIONAL USE PERMIT

Fee Paid \$ \$300

Date Filed 1-8-18

Street Address of Property 105 South Mantorville Ave

Lagoon

Legal Description of Property sect 33 Twp 107 Range 106 original plat of all lots
1,2,3,4 ex 5 57ft and all of lots 5,6,7,8,9 Blk 22 together with vacant lot 5
SW 1/4 of lot 1-9

Purchaser's Name Kent Heller

Phone 507 635 5496

Address 901 Main St, Mantorville MN 55955

Description of Request Requesting a conditional use as a
daycare center

Reason(s) for Request seeking to expand the use of the facility

Present Zoning Classification C.M

Existing Use of Property Manufacturing

Signature of Applicant Kent Heller Date 1/8/18

FOR OFFICE USE ONLY

Recommended _____ Denied _____ by the Planning Commission on _____

Approved _____ Denied _____ by the City Council on _____

If approved, the following conditions were prescribed:

1. _____
2. _____
3. _____
4. _____

If denied, denial was for the following reason(s): _____