

REQUEST FOR COUNCIL ACTION

Meeting

Date: August 10.26

AGENDA SECTION: General Business

ORIGINATING DEPT:
Clerk

ITEM DESCRIPTION: Public Hearing –
Stewartville Golf Club Subdivision

PREPARED BY: C. Roeder

The Public Hearing is to consider the Final Plat for Stewartville Golf Club Subdivision. As you may recall, this plat change will allow for the "cart garage" to be built for the Adamson's.

Enclosed is the updated Supplemental Declaration of Covenants, Conditions, and Restrictions, which has been revised to ensure that no other type of business may be conducted on the property.

A neighborhood meeting was held on July 13 with Adamson's, Jason Kappers from G-Cube and HOA property owners. Following the presentation of the project and the updated covenants, all attendees expressed their agreement and support for the project as presented.

The Planning Commission reviewed the plat at their August 4th meeting and are recommending approval.

COUNCIL ACTION REQUESTED:

Authorizing Mayor King and City Administrator to sign the Supplemental Declarations.

Approval of Resolution 2026-__, Approving the Final Plat of Stewartville Golf Club Subdivision.

Resolution 2026-__
Approval of the Final Plat of Stewartville Golf Club

WHEREAS, Riverview Greens Golf Course, LLC ("Applicant"), has submitted an application for Final Plat approval for Stewartville Golf Club Subdivision legally described as follows:

Lots 1,2,3,4 & 5, Block 1, Golfview Village Third
Containing .84 acres, more or less
Stewartville, Olmsted County, MN

WHEREAS, the City Council of the City of Stewartville may hear requests for Final Plat approval pursuant to City Code, Sec. 1220.07, which provides that a Final Plat must conform to the approved Preliminary Plat and any required modifications as determined through the Preliminary Plat process; and

WHEREAS, the Planning Commission considered the Applicant's request for a Final Plat at their August 4, 2026 meeting and recommended approval to the City Council, subject to City Engineer Obernolte's approval; and

WHEREAS, a Supplemental Declaration of Covenants, Conditions and Restrictions has been executed between the City of Stewartville and the applicant, which outlines the responsibilities of Applicant to adhere to within the Stewartville Golf Club Subdivision; and

WHEREAS, City Council of the City of Stewartville has reviewed the proposed Final Plat and held a Public Hearing of for compliance with the City Code of the City of Stewartville and statutes of the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT, the Final Plat of Stewartville Golf Club Subdivision is hereby approved.

Adopted by the Stewartville City Council this 10th day of August, 2026.

Jimmie-John King, Mayor

ATTEST:

Cheryl Roeder
City Clerk



ENGINEERING
SURVEYING
PLANNING

July 9, 2026

Cheryl Roeder – City Clerk
City of Stewartville
PO Box 275
105 East 1st Street
Stewartville, MN 55976

RE: Stewartville Golf Club Final Plat Application

Dear Ms. Roeder,

Stewartville Golf Club Final Plat

Enclosed is the Final Plat for the Stewartville Golf Club. This plat will eliminate the interior lot lines that enveloped originally planned twin homes whilst keeping the same outer boundary and easements that were established as Golfview Village Third Addition CIC #165. The purpose of this plat is to eliminate the interior lot lines which will allow for construction of a building to be used for interior storage of golf carts, mowers and maintenance equipment for the benefit of the clubhouse.

The owner/applicant held a public meeting with the adjacent Homeowners Associations on June 16th at the clubhouse, to introduce them to the proposal and provide a Q&A session to answer questions and address concerns. Although the plat area has been severed from the HOA, neighbor input remains an integral part of this process. The record Declaration of Covenants, Conditions and Restrictions (Doc#A-1049979) was discussed at this meeting and neighbor input was incorporated into a Supplemental Declaration of Covenants, Conditions and Restrictions to bring current, applicable, and enforceable criteria to the project. The draft Supplemental Declaration has been circulated with the HOA for final input prior to City Planning Commission and Council meetings.

There will be no new public infrastructure associated with this project. The surrounding area is developed with public streets and utilities. The new building will be located on the northeast sector of the parking lot, which will replace existing impervious surfacing (i.e. no new impervious will be introduced). The proposed building location meets front, side and rear yard setbacks and is situated outside of existing easements.

The information required per Section 1220.07 – Final Plat is on the face of the Final Plat or on supplemental documents.

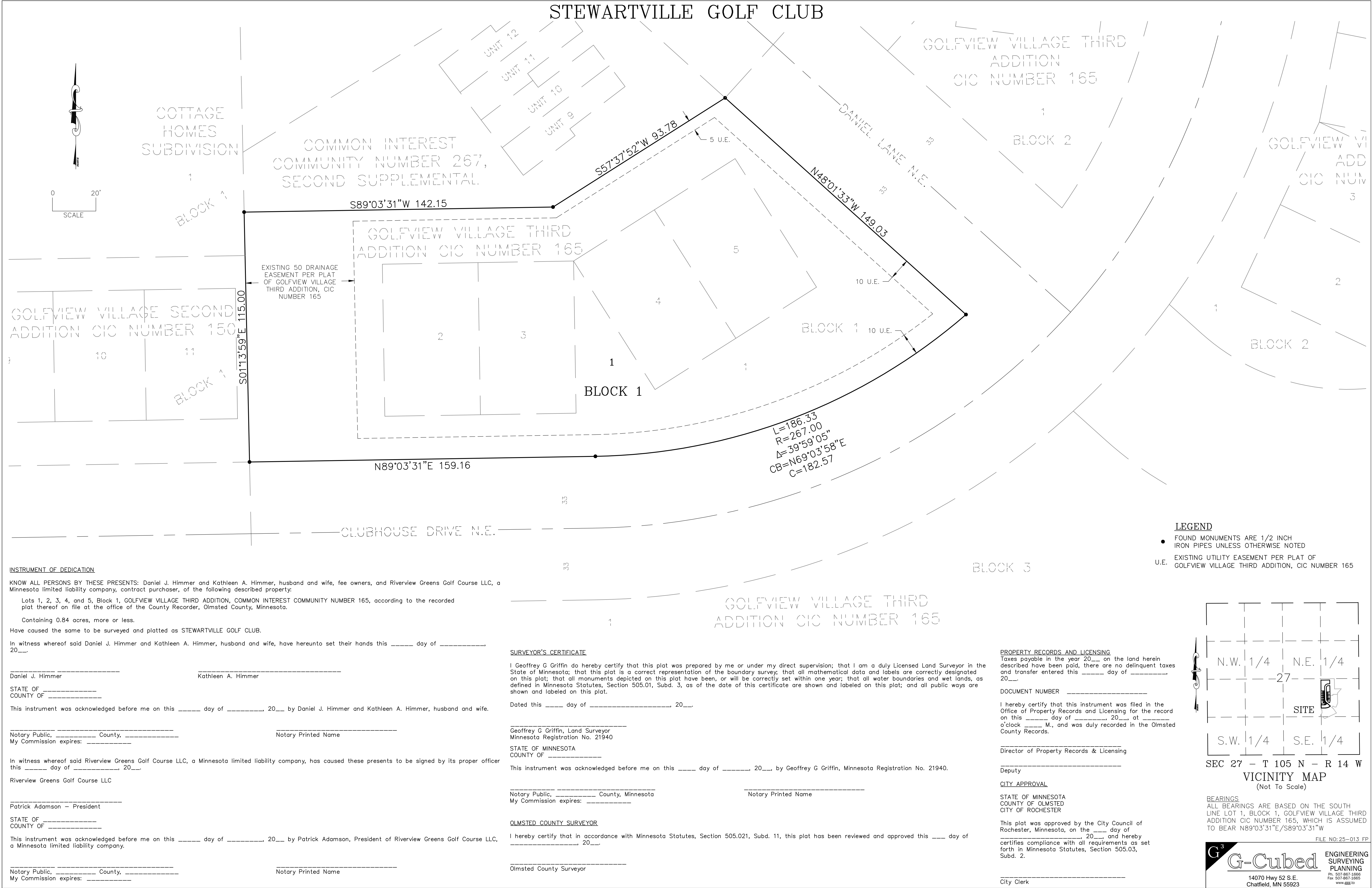
Please feel free to call with any questions or if you need additional information for processing.

Sincerely,

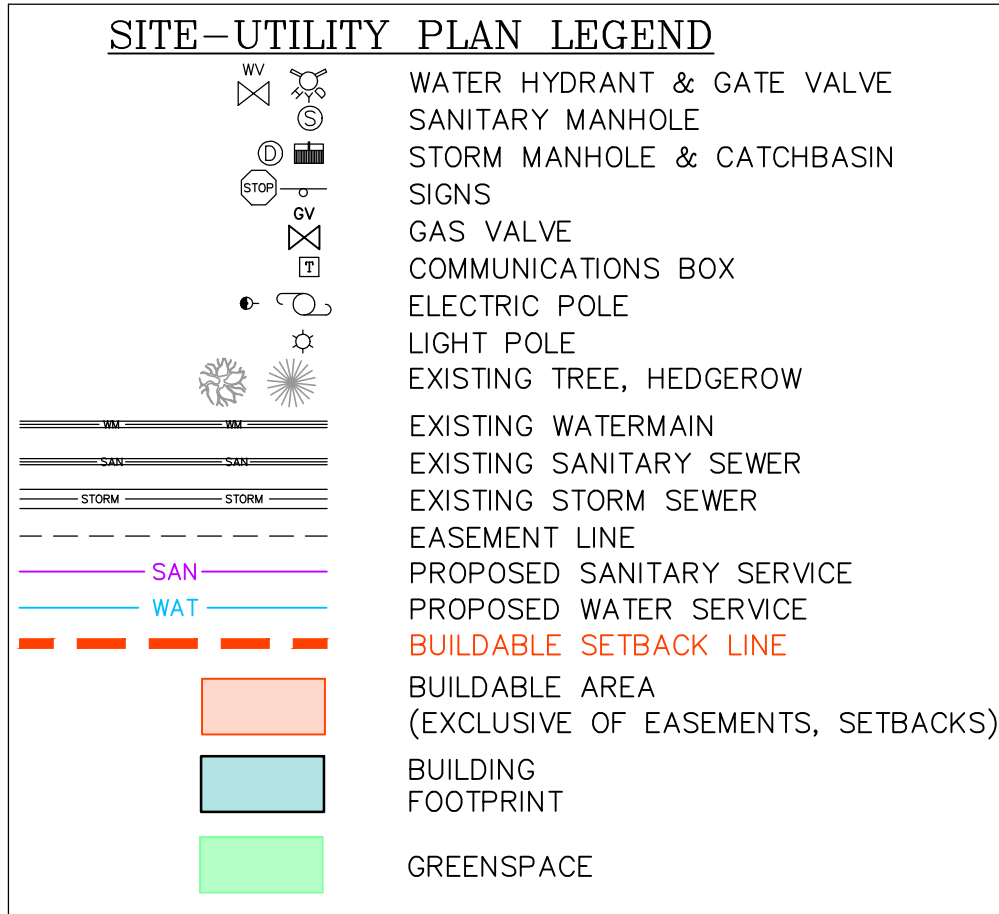
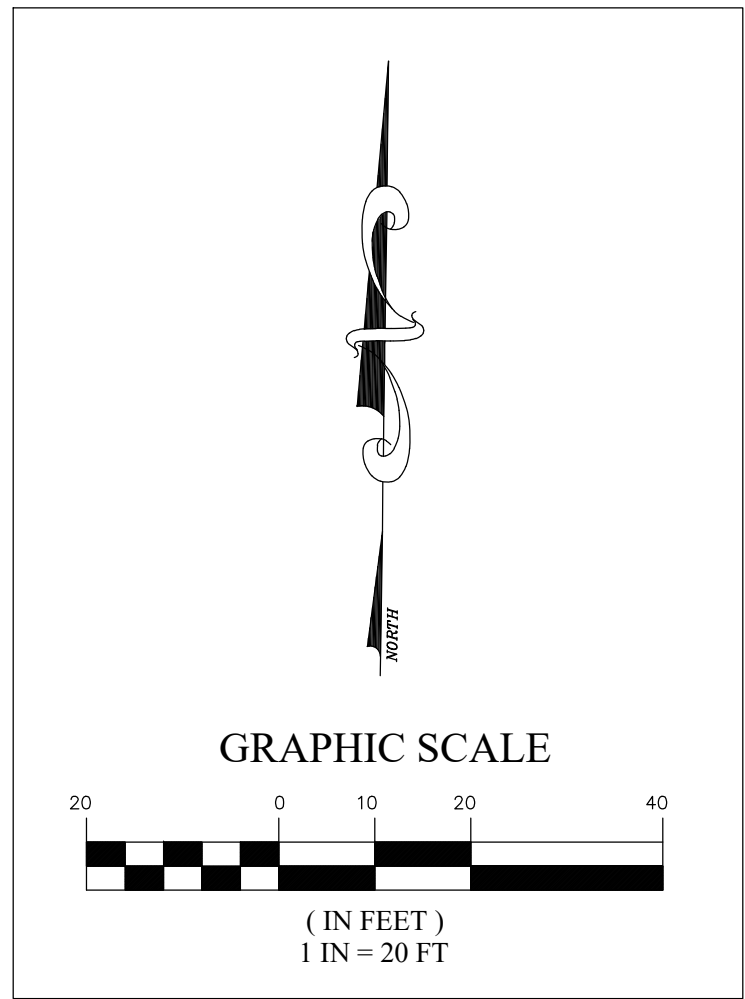
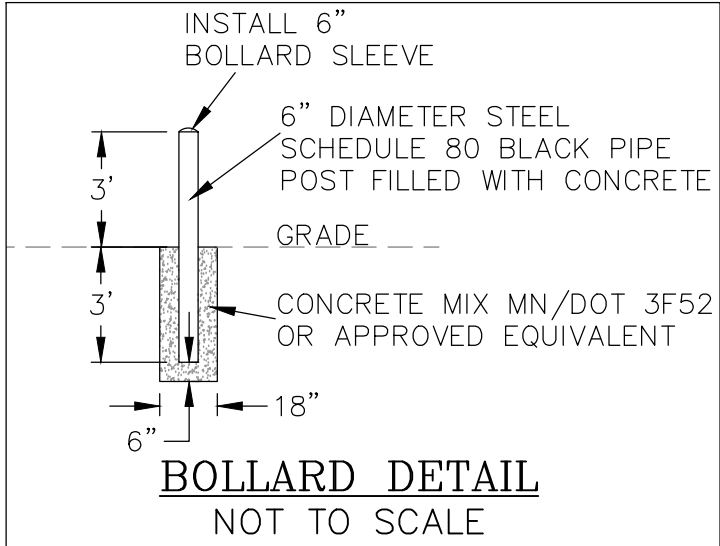
Jason Kappers, PE

cc: Patrick Adamson – Riverview Greens LLC
Nick Adamson – Riverview Greens LLC
Brad Vrieze – G-Cubed, Inc.

Attachments: Final Plat Application
Final Plat
Title Opinion
Declaration of Covenants, Conditions and Restrictions (Doc#A-1049979)
Draft Supplemental Declaration of Covenants, Conditions and Restrictions
HOA Severance Agreement – Lots 1-5, Block 1, Golfview Village 3rd CIC#165
Site-Utility Plan
Grading-Erosion Control Plan



WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS.
DIAL - 1-800-252-1166
REQUIRED BY LAW



SANITARY SEWER SERVICE NOTES:

1. SANITARY SEWER SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE 2020 MN PLUMBING CODE, MN RULES, CHAPTER 4714 AND THE CITY ENGINEERS ASSOCIATION OF MINNESOTA [CEAM] STANDARD SPECIFICATIONS, 2023 EDITION, WHERE APPLICABLE; ADHERING TO THE SUCCEEDING NOTES:
2. GRAVITY SANITARY SEWER SERVICE PIPE SHALL BE 4" SDR 26 PVC UNLESS OTHERWISE SPECIFIED.
3. GREEN TRACER WIRE SHALL BE INSTALLED ALONG THE SEWER SERVICE LENGTH.
4. CLEANOUTS SHALL BE INSTALLED AT MAXIMUM INTERVALS OF 100 FEET, AT BENDS AND AT ANY WYES. SANITARY CLEANOUTS PER ROCH. STD. PLATE 1-06.

WATER SEWER SERVICE NOTES:

1. WATER SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERS ASSOCIATION OF MINNESOTA [CEAM] STANDARD SPECIFICATIONS, 2023 EDITION; ADHERING TO THE SUCCEEDING NOTES:
2. WATER SERVICE PIPE SHALL BE 1" COPPER UNLESS OTHERWISE SPECIFIED.
3. BLUE TRACER WIRE SHALL BE INSTALLED ALONG THE SEWER SERVICE LENGTH.
4. THE MINIMUM REQUIRED BURY DEPTH FOR WATER SERVICE IS 7 FEET.

SITE ZONING INFORMATION

- CURRENT ZONING: B-2 (HIGHWAY COMMERCIAL DISTRICT)
-ADJACENT ZONING: NORTH, WEST, EAST R-2
SOUTH B-2
- SITE ADDRESS: 309, 311, 313, 315 CLUBHOUSE DR NE
STEWARTVILLE, MN 55976 (TO BE CONSOLIDATED INTO ONE ADDRESS)
- LOTS 1, 2, 3, 4, 5 - BLOCK 1 - GOLFVIEW VILLAGE THIRD ADDITION, COMMON INTEREST COMMUNITY NUMBER 165 (PROPOSED TO BE PLATTED AS LOT 1, BLOCK 1, STEWARTVILLE GOLF CLUB) (REFERENCE ASSOCIATED FINAL PLAT)
- THIS PROJECT IS FOR THE CONSTRUCTION OF A BUILDING FOR INTERIOR STORAGE OF GOLF CARTS, MOWERS, AND MAINTENANCE EQUIPMENT SERVING THE STEWARTVILLE GOLF CLUB.

BULK REGULATIONS (1350.05)

MINIMUM LOT AREA: 5,000 SQ. FT. CONSOLIDATED PLATTED LOT PROVIDES 0.84 ACRES (36,440 SQ. FT.)
MINIMUM REQUIRED FRONT YARD: 45 FEET
MINIMUM REQUIRED SIDE YARD: 15 FEET [ABUTTING RESIDENTIAL DISTRICT]
MINIMUM REAR YARD: 20 FEET [ABUTTING RESIDENTIAL DISTRICT]
MAXIMUM ALLOWED BUILDING HEIGHT: 25 FEET

FLOODPLAIN INFO

SITE IS ZONE X PER FIRM PANEL 27109C0451E (EFF. 4/19/2017)

BUILDING CONTRACTOR

KEY BUILDERS
6876 10TH AVE SW, SUITE D
ROCHESTER, MN 55902
CONTACT: BRAD CLEMENS
(507) 288-3235
brad@keybuildersinc.com

OWNER

RIVERVIEW GREENS GOLF COURSE LLC
1800 CLUBHOUSE DR NE
STEWARTVILLE, MN 55976
CONTACT: PATRICK ADAMSON
(507) 254-5717
p.adamson@me.com

ENGINEER & SURVEYOR

G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923
geoffg@ggg.to
jasonk@ggg.to

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 07/09/26 REG. NO. 62741

DATE: 07/09/2026
Prepared For:
RIVERVIEW GREENS GOLF COURSE LLC
1800 CLUBHOUSE DR NE
STEWARTVILLE, MN 55976
FILE NO.:25-013 - 2025 ADAMSON SP GP.dwg

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

**ENGINEERING
SURVEYING
PLANNING**
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DESIGNED JWK
DRAWN JWK
CHECKED GGG

REVISED	BY	DATE
CITY MTG EXHIBIT	JWK	11/04/25
FP SUBMITTAL	JWK	07/09/26

CITY OF STEWARTVILLE
OLMSTED COUNTY

BENCHMARK:
MNDOT GIS STATION # 99878 LEVELING-DERIVED ORTHOMETRIC HEIGHT (FEET): 1253.200

STEWARTVILLE GOLF CLUB
SITE-UTILITY PLAN

SHEET 1
OF 1 SHEETS

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Dated: _____, 2026

By and between: Daniel J. Himmer and Kathleen A. Himmer
and the City of Stewartville.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

These Covenants, Conditions and Restrictions made and entered into this ____ day of _____, 2026, by Daniel J. Himmer and Kathleen A. Himmer, hereinafter referred to collectively as “Declarants”, and the City of Stewartville, a Minnesota Municipal Corporation, hereinafter referred to as the “City”.

WHEREAS, Declarants own that certain real property situated in the City of Stewartville, Olmsted County, more particularly described in Exhibits “A” and “B”; and,

WHEREAS, Declarants own a golf clubhouse upon the property described in the attached Exhibit “A”, hereinafter referred to as the “Clubhouse Property”; and,

WHEREAS, Declarants own an overflow parking lot upon the property described in the attached Exhibit “B”, hereinafter referred to as the “Parking Lot Property”; and,

WHEREAS, the Clubhouse Property and the Parking Lot Property are being sold by Declarants to Riverview Greens Golf Course LLC, a Minnesota limited liability company, pursuant to that certain Contract for Deed recorded December 31, 2024, as Document No. A1617195 in the Office of the Olmsted County Recorder, the “Contract for Deed”, and are subject to mortgages held by Manufacturers Bank & Trust Company, pursuant to those certain Assignments of Mortgage recorded October 26, 2021, as Document No. A-1550211 and as Document No. A-1550212 in the Office of the Olmsted County Recorder, the “Mortgages”; and,

WHEREAS, the Parking Lot Property is presently subject to that certain Declaration of Covenants, Conditions and Restrictions dated December 27, 2004, and recorded January 7, 2005, as Document No. A-1049979 in the Office of the Olmsted County Recorder the “Original Declaration”, which sets forth twelve (12) covenants, conditions and restrictions; and,

WHEREAS, Declarants wish to construct a building on the Parking Lot Property to be used for interior storage of golf carts, mowers and maintenance equipment for the benefit of said clubhouse; and,

WHEREAS, the City has agreed to approve the construction of said building upon the Parking Lot Property provided that Declarants adopt appropriate supplemental covenants, conditions and restrictions to minimize the impact of said building upon the adjacent residential neighborhood; and,

WHEREAS, the construction and installation obligations set forth in Sections 1, 2, 3, 6, 7 and 8 of the Original Declaration have been performed and satisfied, and the continuing covenants of the Original Declaration remain in effect except as supplemented, amended or superseded herein.

NOW, THEREFORE, the Declarants hereby declare that the properties described in the attached Exhibits "A" and "B" shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall supplement and, to the extent of any conflict, amend and supersede the Original Declaration.

Supp. Section 1. (Supersedes Section 4. Orig.) The Parking Lot Property shall be used only for overflow parking for the Clubhouse Property and for the interior storage, within the building constructed thereon, of golf carts, mowers and maintenance equipment used for the benefit of the Clubhouse Property. All such golf carts, mowers, maintenance equipment, materials and related items shall be stored entirely within the building; no exterior storage of equipment, materials or other items, and no placement of items against the exterior walls of the building shall be permitted upon the Parking Lot Property. The parking of commercial vehicles and farm implements, and the outdoor storage of materials, shall not be permitted upon the Parking Lot Property.

Supp. Section 2. That Declarants, in the construction of said building, shall comply with all applicable city zoning and building requirements, including, but not limited to, the front, side and rear yard setback requirements, and shall obtain all required permits. The Declarants shall use exterior building materials and a color scheme similar to those of the existing golf clubhouse, so as to be compatible with the clubhouse and to distinguish the building from the adjacent townhomes.

Supp. Section 3. The existing vegetative bufferyard located along the north and west perimeters of the Parking Lot Property shall be maintained and shall remain undisturbed and intact during and after construction of said building. In the event any such vegetation is removed, damaged or disturbed, the affected areas shall be promptly re-established with like plantings of comparable type and size, consistent with the Class "A" landscaping standard referenced in Section 3 of the Original Declaration.

Supp. Section 4. (Section 5. Orig.) The Parking Lot Property shall continue to be properly illuminated with limited down lighting with not more than one-half of one foot candle of illumination at the property line.

Supp. Section 5. (Section 9. Orig.) That the properties described in Exhibits "A" and "B" shall be sold and encumbered as a unit and said properties shall not be sold or encumbered separately from one another.

Supp. Section 6. (Section 10. Orig.) These supplemental covenants, conditions and restrictions are to run with the land and shall be binding upon the Declarants, their heirs, successors and assigns.

Supp. Section 7. (Section 11. Orig.) Invalidation of any of these supplemental covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Supp. Section 8. (Section 12. Orig.) The City shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of these supplemental covenants, conditions and restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Supp. Section 9. This Supplemental Declaration supplements the Original Declaration. Except as expressly modified, amended or superseded herein, the Original Declaration shall remain in full force and effect. To the extent any provision of this Supplemental Declaration conflicts with the Original Declaration, this Supplemental Declaration shall control; and without limiting the foregoing, Supp. Section 1 above amends and supersedes Section 4 of the Original Declaration.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarants and the City have caused these presents to be executed the day and year first above written.

DECLARANTS

By: _____
Daniel J. Himmer

By: _____
Kathleen A. Himmer

ACKNOWLEDGMENTS

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

This instrument was acknowledged before me on _____, 2026, by Daniel J. Himmer and Kathleen A. Himmer, husband and wife.

Notary Public

CITY OF STEWARTVILLE, a Minnesota Municipal Corporation

By: _____
Jimmie-John King, Mayor

ATTEST:

By: _____
Bill Schimmel, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

This instrument was acknowledged before me on _____, 2026, by Jimmie-John King and Bill Schimmel, the Mayor and City Administrator, respectively, of the City of Stewartville, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

JOINDER AND CONSENT OF CONTRACT FOR DEED VENDEE

Riverview Greens Golf Course LLC, as vendee under the Contract for Deed, hereby joins in and consents to this Supplemental Declaration and agrees to be bound by its terms.

RIVERVIEW GREENS GOLF COURSE LLC

By: _____

Name: _____

Its: _____

[illegible]

This instrument was acknowledged before me on _____, 2026, by _____, the _____ of Riverview Greens Golf Course LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CONSENT AND SUBORDINATION OF MORTGAGEE

Manufacturers Bank & Trust Company, holder of the Mortgages, hereby consents to this Supplemental Declaration and agrees that the liens of its Mortgages are and shall remain subject and subordinate to this Supplemental Declaration, and that the covenants, conditions and restrictions set forth herein shall survive any foreclosure of said Mortgages.

MANUFACTURERS BANK & TRUST COMPANY

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of Manufacturers Bank & Trust Company, on behalf
of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Dunlap Seeger
30 Third Street SE, Suite 400
Rochester, MN 55904

RETURN TO:
Riverview Greens Golf Course LLC
1800 Clubhouse Dr NE
Stewartville, MN 55976

EXHIBIT "A"

Lot 1, Block 3, Golfview Village Third Addition, City of Stewartville, Olmsted County,
Minnesota.

EXHIBIT "B"

Lot 1, Block 1, Stewartville Golf Club, City of Stewartville, Olmsted County, Minnesota.