IN THE MATTER OF THE JOINT
RESOLUTION OF THE CITY OF
MANKATO AND THE TOWN OF SOUTH BEND
DESIGNATING CERTAIN AREAS
AS IN NEED OF ORDERLY
ANNEXATION PURSUANT TO
MINNESOTA STATUTES § 414.0325

JOINT RESOLUTION FOR ORDERLY ANNEXATION

WHEREAS, the City of Mankato (hereinafter the "City") and Town of South Bend (hereinafter the "Township") deem it necessary and appropriate that they work together to develop and implement a process for the orderly and controlled growth of the City and Township; and

WHEREAS, the City and Township agree that municipal governments most efficiently provides governmental services in areas which are developed for residential, commercial, industrial, and governmental purposes; and

WHEREAS, the City and Township agree that given the potential public health threat from individual sewage treatment systems in certain areas, there is a need for municipal sanitary sewer service; and

WHEREAS, the City and Township agree that the extension of municipal sanitary sewer service to areas needing such service would benefit the public health, safety, and welfare of the entire community; and

WHEREAS, the City and Township agree that orderly urban development using municipal services in a responsible, controlled, and environmentally sound manner is in the best interests of the entire community; and

WHEREAS, the City and Township agree that orderly annexation and orderly development of the areas designated herein is one way to promote the public health, safety, and welfare of the entire community by providing for the logical development of the community and the extension of municipal services as urban development occurs; and

WHEREAS, for certain developed areas designated herein, the City and Township desire to accomplish the servicing of existing development in a mutually acceptable and beneficial manner without the need for a hearing before the Minnesota Municipal Board as urban development occurs; and

WHEREAS, for certain areas designated herein, the City and Township desire to address the issue of orderly annexation for vacant, unimproved, and unsubdivided properties should a development proposal be submitted and the orderly annexation of existing development should the property be redeveloped or uses changed as stipulated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mankato and the Town Board of Supervisors of the Town of South Bend as follows:

Section 1. Designation of Orderly Annexation Areas. The City and Township hereby designate the following areas as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325:

a. "Orderly Annexation Area I." "Orderly Annexation Area I," hereinafter referred to as "Area I," is legally described in Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, Area I is shown on the map attached hereto as Exhibit 2 and is generally an area of the Township which is currently developed in an intensive urban character and is serviced by municipal sanitary sewer and water service. Orderly Annexation Area I is also designated as the LeHillier Rural Water District.

b. "Orderly Annexation Area II." "Orderly Annexation Area II," hereinafter referred to as "Area II," is legally described in Exhibit 3 attached hereto and incorporated herein by reference. For ease of reference, Area II is shown on the map attached hereto as Exhibit 4 and is generally that area of the Township which is currently developed in a rural and nonfarm character, is now or about to become urban or suburban in character, and will be or is in need of municipal sanitary sewer service.

c. "Orderly Annexation Area III." "Orderly Annexation Area III," hereinafter referred to as "Area III," is legally described as all the lands within the Township not contained in "Area I or Area II."

Section 2. Definitions. For purposes of this Joint Resolution, the terms defined in this paragraph have the meanings given them:

a. "Abutting" shall have the meaning contained in 1997 Minnesota Statute 414.011, Subdivision 6; areas whose boundaries at least touch one another at a single point, including areas whose boundaries would touch but for an intervening roadway, railroad, waterway or parcel of publicly owned land.

b. "Agricultural development" means improvements, buildings, structures, or fixtures, existing or proposed, suitable for use in farming located on forty (40) or more acres of agricultural land, including one single-family dwelling located on forty (40) or more acres of agricultural land that is or will be occupied by a farmer and structures attached to or incidental to the use of the dwelling. Agricultural development shall include the permitted and conditional uses as contained in the Agriculture Zoning District of the Blue Earth County Code of Ordinances.

c. "Agricultural land" means land used or to be used in farming.

d. "Any adjacent, necessary land" means any unincorporated land lying between the City and the area proposed for annexation or used or proposed for urban, non-farm development that, in the determination of the City and Township, is necessary to maintain the symmetry of its corporate boundaries along recognizable physical features; or any unincorporated land adjacent to the City lying between the City and the area proposed for annexation or used or proposed for urban, non-farm development that, in the determination of the City and Township, is necessary to effectively provide municipal services to said unincorporated area.

e. "Dwelling" means any building or place used or intended to be used by humans for residential occupancy. Also referred to as a "residential use" for the purposes of this agreement.

f. "Farming" means the cultivation of land for the production of agricultural crops, the raising of poultry, the production of eggs, the production of milk, the production of fruit or other horticultural crops, grazing, the production of livestock, aquacultural, hydroponics, or the production of forest products.

g. "Improvements. Means anything added or modified on a property to give that property increased value or to affect the use of property.

h.. Incompatible Land Use. A use of property that is not in compliance with applicable County, Township, or City ordinances.

i. "Individual Sewage Treatment System" means a sewage treatment system, or part thereof, serving a dwelling, or other establishment, or group thereof, which uses subsurface soils treatment and disposal. Individual sewage treatment system includes holding tanks and privies.

j. "Licensed inspector" means a person who is licensed pursuant to Minnesota Statutes or Rules to conduct inspections to determine compliance of individual sewage treatment systems with local ordinances or the minimum standards as set forth in Minnesota Rules, Chapter 7080 or other similar state statutes or rules.

k. "Lot of Record" means an existing lot within in an existing subdivision, in which property has been platted and subdivided into lots and blocks or an approved metes and bounds description, and said subdivision has been recorded in the office of the Blue Earth County Recorder prior to the date of the adoption of this Joint Resolution.

l. "MPCA" means the Minnesota Pollution Control Agency.

m. "Notice of Potential or Imminent Public Threat" means a notice given and signed by a licensed inspector under Minnesota Rules, Chapter 7080 or other similar state statute or rule, that an individual sewage treatment system presents a potential or imminent threat to the public health or safety because said systems are noncompliant, have failed, or are failing as defined by Minnesota Rules, Chapter 7080.

n. "Other establishment" means any public or private structure other than a dwelling that generates sewage.

o. "Professional installer" means a person who designs, installs, alters, repairs, maintains, pumps or inspects individual sewage treatment systems pursuant to the minimum standards as set forth in Minnesota Rules, Chapter 7080 or other similar state statutes or rules.

p. "Redevelopment." For the purposes of changing the use of property, increasing the intensity of use, or increasing residential density, the term "redevelopment" shall mean the improvement of property by:

1. The rehabilitation or demolition of existing structures; and/or
2. The construction or location of new structures, improvements or facilities; and/or
3. The location or relocation of streets and utilities; and/or
4. Rezoning or subdivision.

This definition shall not apply to the exceptions as listed in Sections 4(b) and 5(b).

q. "Sewage" means the liquid and water-carried waste products from whatever source derived. The preferred term is "waste water".

r. "State" means the State of Minnesota.

s. "Subdivision" means a described tract land which is to be divided into two (2) or more lots or parcels, any of which resultant parcels is less than twenty (20) acres in area, for the purpose of transfer of ownership or building development or, if a new street is involved, any division of a parcel of land. The term includes a resubdivision and, where it is appropriate to the context, related either to the process of subdividing or to the land subdivided.

t. "Urban, non-farm development" means any development, existing or proposed, which is not defined as agricultural development.

Section 3. In Addition to the Other Terms of This Joint Resolution, the Following Agreements Apply to Area I:

a. Acreage of Area I. The City and Township agree that Area I is shown in Exhibit 2 and contains approximately 127 acres.

b. No Annexation Required. The City and Township agree that nonfarm development and redevelopment activities may occur within Area I and no annexation shall be required. All development and redevelopment activities shall comply with the provisions of the Blue Earth County Code of Ordinances and South Bend Township Ordinances.

c. Provision of Municipal Services. The City and Township agree that the Township shall be responsible for providing municipal governmental services, including sanitary sewer and water service, to the uses within Area I.

Section 4. In Addition to the Other Terms of This Joint Resolution, the Following Agreements Apply to Area II:

a. Acreage of Area II. The City and Township agree that Area II is shown in Exhibit 4 and contains approximately 340 acres.

b. No Annexation Required. The City and Township agree that nonfarm development may occur within Area II and no annexation shall be required for the following development activities provided that all activities conform to the provisions of the Blue Earth County Code of Ordinances:

i. Agricultural development as defined in Section 2(b); or

ii. In nonresidential zoning districts, the repair, improvement, or limited expansion of non residential structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution. For purposes of this paragraph, the repair, improvement, or limited expansion of structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution shall not exceed a cumulative fifty percent (50%) increase in square footage of each existing structure proposed for repair, improvement, or limited expansion over a five (5) year period; or

iii. In residential zoning districts, the construction of a new permitted residential use or expansion of an existing permitted residential use and accessory buildings may be permitted on a lot of record that is part of a residential subdivision in existence on the date of the execution of this joint resolution; or

iv. Urban, non-farm development which is first approved in writing by both the City and Township.

c. Provision of Municipal Services. The City and Township agree that the Township shall be responsible for providing municipal governmental services, including sanitary sewer and/or water service upon petition, thereto to the uses within Area II that are listed in Section 4b above. The Township and City agree to cooperate in the interconnection of trunk sanitary sewer systems and associated infrastructure that are necessary to service lateral lines. The Township may also request cooperation by the City in other matters related to the extension of trunk sanitary sewers, including maintenance and funding.

d. Annexation Required. The City and Township agree that all urban, non-farm development and/or redevelopment activities within Area II that does not comply with Section 4b above shall be prohibited, unless the property proposed for such development and any adjacent, necessary land, is first annexed to the City pursuant to the terms and conditions of Section 6(d) of this Joint Resolution.

e. Property Owner Petition. The City and Township agree that if any property located in Areas II is being used for urban, non-farm development as permitted in Section 4b, and the property owner located therein petitions for extension of sanitary sewer or water service, then the property petitioning for sanitary sewer or water service may be serviced by the Township without annexation and in conformance with the Sanitary Sewer Agreement attached herein. The petitioning property owner shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the Township.

Section 5. In Addition to the Other Terms of This Joint Resolution, the Following Agreements Apply to Area III:

a. No Urban, Non-Farm Development. The City and Township agree that all urban, non-farm development or redevelopment within Area III is prohibited unless the property proposed for such development or redevelopment and any adjacent, necessary land, is first annexed to the City pursuant to the terms and conditions of this Joint Resolution.

b. Exceptions. The City and Township agree that the following development may occur within Area III without having to be first annexed prior to development thereof:

i. Agricultural development as defined in Section 2(b); or

ii. In nonresidential zoning districts, the repair, improvement, or limited expansion of non residential structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution. For purposes of this paragraph, the repair, improvement, or limited expansion of structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution shall not exceed a cumulative fifty percent (50%) increase in square footage of each existing structure proposed for repair, improvement, or limited expansion over a five (5) year period; or

iii. The repair, improvement, or expansion of residential structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution. For the purposes of this paragraph, the repair, improvement, or limited expansion shall not increase the number of dwelling units located within a dwelling or allow a non-farm use not in existence on the effective date of this Joint Resolution; or

iv. In residential zoning districts, the construction of a new single-family dwelling and accessory buildings may be permitted on a lot of record that is part of a residential subdivision in existence on the date of the execution of this joint resolution; or

v. In agricultural and conservation zoning districts, the construction of a new single-family dwelling and accessory buildings may be permitted per the density regulations of the Blue Earth County Code of Ordinances; or

vi. Township infrastructure improvements that are necessary to provide service Areas I or II; or

vii. Urban, non-farm development which is first approved in writing by both the City and Township.

c. Provision of Municipal Services. The City and Township agree that the City shall be responsible for providing municipal governmental services, including sanitary sewer service upon petition, thereto to the uses within Area III, provided the property is first annexed to the City pursuant to the terms and conditions of this Joint Resolution. The Township and City agree to cooperate in the extension, funding, maintenance, and interconnection of trunk sanitary sewer systems and associated infrastructure that are necessary to service lateral lines.

d. Annexation Required. The City and Township agree that all urban, non-farm development and/or redevelopment activities within Area III that does not comply with Section 5b above shall be prohibited, unless the property proposed for such development and any adjacent, necessary land, is first annexed to the City pursuant to the terms and conditions of Section 6 (d) this Joint Resolution.

e. Property Owner Petition. The City and Township agree that if any property located in Areas III is being used for urban, non-farm development as permitted in Section 5b, and the property owner located therein petitions for extension of sanitary sewer or water service, then the property petitioning for sanitary sewer or water service may be serviced by the City and annexed to the City pursuant to the terms and conditions of this joint resolution. The petitioning property owner shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the City.

Section 6. In Addition to the Other Terms of This Joint Resolution, the Following Agreements Apply to Areas II, and III as indicated.

a. Petition for Sewer or Water Service. The City and Township agree that if any property located in Area III, is being used for urban, non-farm development, and the property owner located therein petitions the City for extension of municipal sewer or water service, then the property petitioning for municipal sewer or water service may be designated by the City and Township as in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The City and Township may also designate any adjacent, necessary land as also in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The property owner shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the City.

b. Annexation by Property-Owner Petition. The City and Township agree that if the City receives a property-owner petition for annexation by any property-owner with land within Area II, and III, and said land is platted or subdivided, is proposed to be platted or subdivided, or is proposed for urban, non-farm development, the land may be designated by the City and Township as in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The City and Township may also designate any adjacent, necessary land as in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The property owner shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the City.

c. Sewer and Water Extension Required by State Agency. The City and Township agree that under the following circumstances any property located within Area III being used for urban, non-farm development may be designated by the City and Township as in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution.

i. When the City is required to provide municipal water or sanitary sewer service to a designated area by order of an agency of the State; or

ii. When individual sewage treatment systems located in a designated area are found by the MPCA or any other State agency to be failing and in need of municipal sanitary sewer service pursuant to Minnesota Statutes § 115.49 or other similar state statutes.

The City and Township may also designate any adjacent, necessary land as also in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The property owner provided with municipal sewer or water service under any of the above circumstances shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the City.

d. No Hearing Required. The City and Township agree that upon receipt of resolutions from the City and Township providing for annexation of a designated area under Section 6(a), 6(b), and 6(c) and a copy of this Joint Resolution, the Minnesota Municipal Board, or designee/successor, pursuant to Minnesota Statutes, Section 414.0325, may review and comment, but shall, within thirty (30) days of receipt of said resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution.

The City and Township agree that no alteration of the boundaries as described in the filed resolution is appropriate, that no consideration by the Minnesota Municipal Board is necessary, and that all terms and conditions for annexation of the area designated in the filed resolution are provided for in this Joint Resolution.

e. Planning Authority. The City and Township agree that as of the date of execution of this Joint Resolution, all planning, zoning, and subdivision review activities within the Township area shall be carried out by Blue Earth County. Land annexed under this Joint Resolution shall be subject to the Mankato City Code and Charter. The Township and City agree that the Township may, at a later date, propose to change the Planning Authority as enabled by State Statutes. The Township and City agree that if Planning Authority is changed that the activities of the Planning Authority shall conform to the provisions of this agreement. In the event that zoning authority is changed from County to Township, all references in this Agreement to Blue Earth County Code of Ordinances shall be, instead, to South Bend Township zoning in affect at the date of any application being considered.

f. Official Controls. The City and Township jointly request that Blue Earth County shall within 180 days of execution of this Joint Resolution propose amendments to amend the County Official Controls for the Township to conform with this Joint Resolution and enter into a written Agreement with the City and Township regarding procedures for implementing the terms and conditions of this Joint Resolution which involve Blue Earth County. The adopted Official Controls shall give full affect to the applicable terms and conditions of this Joint Resolution. If changes to Blue Earth County Official controls are proposed in the future which conflict with any material term or condition of this Joint Resolution the County will notify and meet with the City and Township prior to proposing or considering such changes. If the Planning Authority for the Township is changed during the term of this Joint Resolution, the Township and City agree that the Official Controls of the Planning Authority shall conform to the terms and conditions of this Joint Resolution and shall not be less restrictive than the Official Controls of Blue Earth County.

g. Enforcement. The City and Township agree that upon adoption of official controls, enforcement and implementation of the official controls shall be by Blue Earth County, unless the Planning Authority is changed at some point in the future at which time the Planning Authority shall be responsible for enforcement and implementation of the Official Controls.

h. Termination. The Planning Authority established by this Joint Resolution shall continue in effect for the term of this Joint Resolution unless otherwise terminated earlier by mutual written joint resolution of the governing bodies of the City and Township.

Section 7. Building Permits Issuance. The City and Township, agree that Blue Earth County shall be responsible, as of the date of execution of this Joint Resolution, for the issuance of all building permits within the Township in accordance with this Joint Resolution. Land annexed under this Joint Resolution shall be subject to the Mankato City Code and Charter.

Section 8. Zoning, Subdivision, and Building Permit Application Procedure. The City and Township agree that:

a. Whenever any person(s) or entity makes application to have any parcel of land located within the Township subdivided, platted, or rezoned, or whenever a complete application is made for a building permit for the construction, repair or improvement of a building within the Township, such application shall be promptly submitted to the City and Township for review. At the time of application, or shortly thereafter, the applicant shall be notified by the City and Planning Authority of the terms and conditions of this Joint Resolution including the review process required and the possibility that any applicable time period for decision may have to be extended as a result of the review process.

b. Should the City during its review of an application under subparagraph (8) (a) above, determine that the application qualifies as urban, non-farm development for which an exception is not listed under the terms of this Joint Resolution, the City shall provide notice to the Township , and the property owner within thirty (30) days of receipt of the complete application, that the property and any adjacent necessary land are subject to possible annexation and extension of services by the City in accordance with the terms and conditions of this Joint Resolution. The City shall in the notice state whether the City intends to annex the property and any adjacent necessary land. The notice shall state what adjacent lands are deemed necessary and a copy of the notice identifying the lands shall be sent to any other affected property owner. The City shall state in the notice that the property owner, in the event of annexation, will be responsible for all costs associated with the service extension unless other arrangements are made are agreed to by the City.

c. The City and Township, thereafter , within thirty (30) days of such notice , shall each consider and either approve or deny the annexation. If either the City or Township determines that such annexation is not appropriate or premature, they shall jointly request that the County deny the application. If the Township is the Planning authority, they shall deny the application. The City and Township shall jointly request that the County amend its official controls and written procedures so as to accommodate the terms and conditions of this Joint Resolution related to approval or disapproval of applications as well as the procedures established herein. City and Township shall both act in good faith to assure that any application can be processed within statutory time frames in place at the time of any application. In the event that such statutory time frames for approval or disapproval are amended, the time frames for review as set forth in this Joint Resolution shall be modified to assure a decision within the statutory period can be made by the Planning Authority.

d. If the City and Township both approve the annexation per Section (8)(c) above, the City and Township agree that the City may submit a resolution for annexation of the area proposed for urban, non-farm development in accordance with Section 6(d) of this Joint Resolution. The City and Township may also designate any adjacent, necessary land as also in need of orderly annexation and annexed in accordance with Section 6(d) of this Joint Resolution. The property owner shall be responsible for all costs associated with the service extension unless other arrangements are agreed to by the City.

e. After annexation of an area as provided for in this section, the City shall be responsible for providing municipal governmental services to the area annexed.

Section 9. Joint Fire Protection Services. The City and Township realize that the City of Mankato has limited resources to provide fire protection to areas that are not serviced by municipal water. Until municipal water is provided, the City and Township agree that fire protection shall be provided through a mutual aid agreement with South Bend Township for properties that are annexed to the City of Mankato.

Section 10. Tax Reimbursement. When a parcel is annexed, the City of Mankato will reimburse the Township for the loss of taxes generated from the property annexed. If the annexation becomes effective on or before August 1 of the levy year, the City of Mankato may levy on the annexed area beginning with the same levy year.

If the annexation becomes effective after August 1, of the levy year, the Township may continue to levy on the annexed property for that levy year and the City of Mankato may not levy on the annexed area until the following year. For the year following the last tax year that South Bend Township last collects a levy, the City will reimburse the Township ninety percent (90%) of the amount of taxes that were collected by the Township the previous year. For each year thereafter, the City of Mankato will reimburse a declining amount adjusted by ten percent (10%) per year of the original taxes up until and including the year that the reimbursement equals ten percent (10%) of the original amount.

Thereafter, the City of Mankato will no longer reimburse the Township. If an annexation occurs before and within 10 years of the termination of this agreement, payments will continue in conformance with the above beyond the termination date.

Section 11. The City and Township to Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.

Section 12. Sanitary Sewer Interconnection Agreement. The City and Township agree that the Sanitary Sewer Interconnection Agreement between the City of Mankato and South Bend Township shall reflect the terms of this agreement. The Sanitary Sewer Interconnection Agreement shall specify the number of allowable hookups in Area II that the Township may serve without annexation and the total permissible flow. For the purposes of this agreement and the Sanitary Sewer Interconnection Agreement, the Township and City agree that the total number of permissible hookups in Area II is 275.

The Township and City agree to consider an increase in the number of permissible hookups if it is found that the number of hookups stipulated in this agreement is not sufficient to service the permissible nonfarm development activities contemplated by this Agreement.

The Township and City agree to cooperate in the interconnection of trunk sanitary sewer systems and associated infrastructure that are necessary to service lateral lines. The Township may request cooperation by the City in other matters related to the extension of trunk sanitary sewers, including maintenance and funding.

The revised Sanitary Sewer Interconnection Agreement is attached hereto as Exhibit 5 and herein incorporated by reference.

Section 13. Assessments. For annexed property, the assessment policy of the City of Mankato shall be incorporated by reference into this agreement.

Assessments to property not annexed but receiving sanitary sewer service shall be subject to Township assessment policy as adopted and amended from time to time.

Section 14. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

Section 15. Modification / Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City, the and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the Minnesota Municipal Board.

Section 16. Term. This Joint Resolution shall be in full force and effect from August 01, 2006 until August 01, 2026, unless otherwise terminated earlier by mutual written joint resolution of the City and Township or should the remaining unincorporated areas of the Township merge with the City."

Section 17. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

Section 18. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.

Section 19. Attachments. All Attachments referred to in this Joint Resolution are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.

Section 20. Entire Agreement. The terms, covenants, conditions, and provisions of this Joint Resolution, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.

Section 21. Disputes and Remedies. The City and Township agree as follows:

a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective City and Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

b. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.

c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

Section 22. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City: Mr. Patrick Hentges, City Manager (or his successor)
City of Mankato, 10 Civic Center Plaza
PO Box 3368
Mankato, MN 56002-3368

If to the Township: Town Clerk (or successor)

Approved by the Town of South Bend this 21 day of July, 2006.

TOWN OF SOUTH BEND

By: Douglas J Schaller
Douglas Schaller, Chair

By: Steve Flo
Steve Flo, Town Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF BLUE EARTH)

On this 21st day of July, 2006, before me, a Notary Public within and for said County and State, personally appeared Douglas Schaller to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as authorized by the South Bend Town Board of Supervisors.

Diane B Biedscheid
Notary Public

DIANE B. BIEDSCHEID
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
)ss.
COUNTY OF BLUE EARTH)

On this 21st day of July, 2006, before me, a Notary Public within and for said County and State, personally appeared Steve Flo to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as authorized by the South Bend Town Board of Supervisors.

Diane Biedscheid
Notary Public

DIANE B. BIEDSCHEID
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Approved by the City of Mankato this 24 day of July, 2006.

CITY OF MANKATO

By: John G. Brady
John Brady, Mayor

Attest: Cheryl Lindquist
Cheryl Lindquist, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF BLUE EARTH)

On this 24th day of July, 2006, before me, a Notary Public within and for said County and State, personally appeared John Brady to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as authorized by the City Council of Mankato.

Diane B. Biedscheid
Notary Public

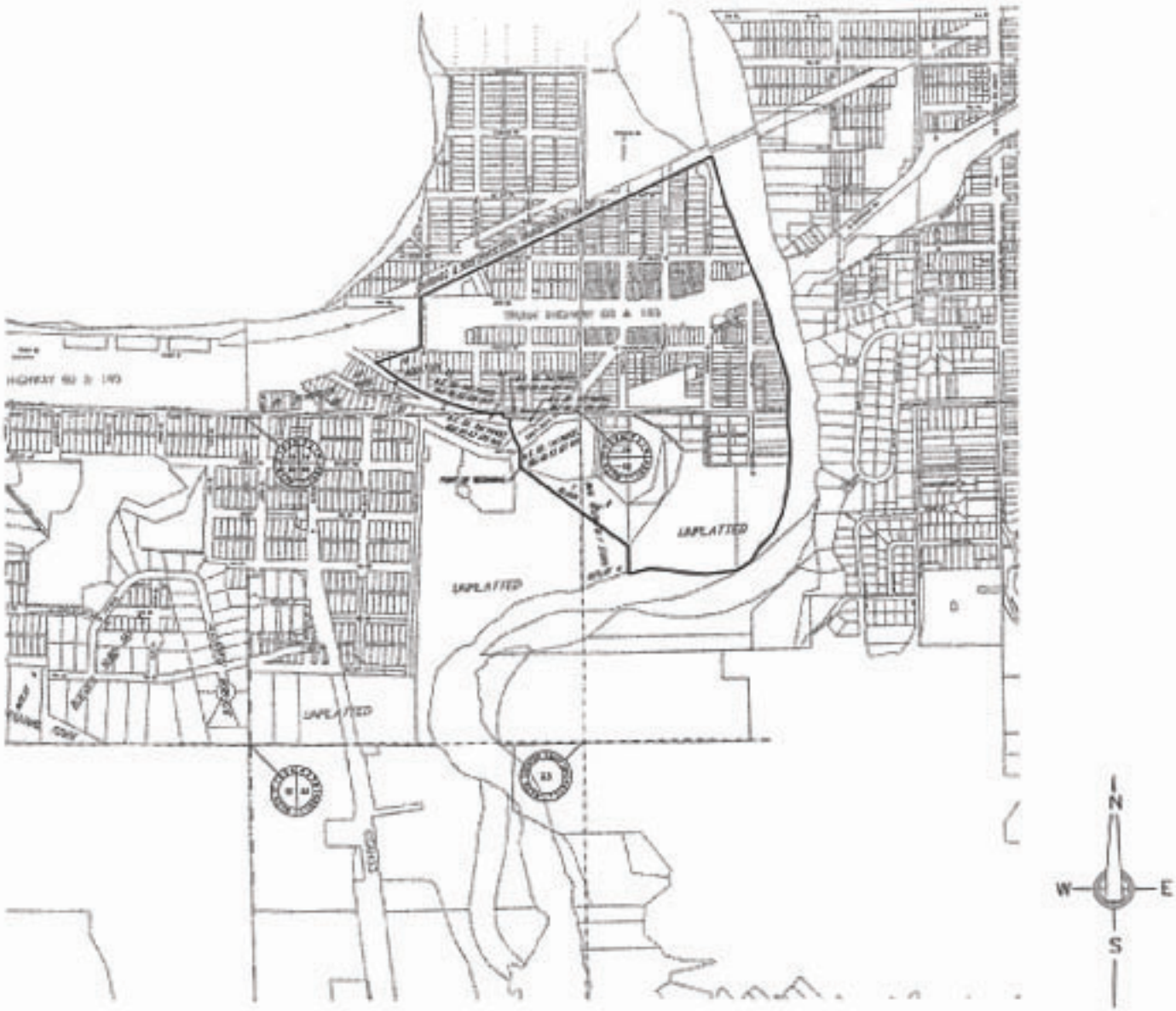
DIANE B. BIEDSCHEID
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

STATE OF MINNESOTA)
)ss.
COUNTY OF BLUE EARTH)

On this 24th day of July, 2006, before me, a Notary Public within and for said County and State, personally appeared Cheryl Lindquist to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same as authorized by the City Council of Mankato.

Diane B. Biedscheid
Notary Public

DIANE B. BIEDSCHEID
Notary Public-Minnesota
My Commission Expires Jan 31, 2010



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date 9/11/06 License No. 14701

EXHIBIT 1 – AREA I

EXHIBIT DRAWING

MANKATO, MINNESOTA

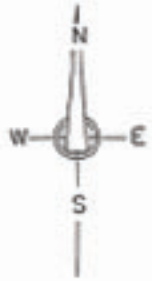
PART OF SECTIONS 14 & 23
ALL IN T108N-R27W

FOR MANKATO, CITY OF (PAUL NAGEL)

DESCRIPTION
(Exhibit 2 – Area I)

That part of Sections 14 and 23, all in Township 108 North Range 27 West, Blue Earth County, Minnesota, described as:

Beginning at the most westerly corner of Turtle / Klammer Subdivision, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence southeasterly, along the southerly line of Lots 1 and 2, Block One, of said Turtle / Klammer Subdivision, to the southeasterly corner of said Lot 2, the same being the northeasterly corner of Outlot A of said Turtle / Klammer Subdivision; thence southerly, along the easterly line of said Outlot A, to the point of intersection with the northerly water's edge of the Blue Earth River; thence easterly, northeasterly, and northerly along said water's edge, to the point of intersection with the southerly line of the Chicago and Northwestern Transportation Company right of way; thence southeasterly along said southerly right of way line, to the point of intersection with the westerly right of way line of Daniels Avenue, according to the plat of Riverside Park Addition, on file and of record with the Blue Earth County Recorder; thence southerly, along said westerly right of way line to the point of intersection with the southerly right of way line of Trunk Highway No. 60/169; thence southwesterly, along said right of way line, to the point of intersection with the northeasterly line of Lot B of said Riverside Park Addition; thence southeasterly, along said northeasterly line and along the northeasterly line of Lot C of said Riverside Park Addition its southeasterly extension, to the point of intersection with the south line of the Southwest Quarter of said Section 14; thence easterly, along the south line of the Southwest Quarter of said Section 14, to the northeasterly corner of the property recorded as Blue Earth County tax parcel R50 08 23 126 001; thence southerly, along the westerly line of said tax parcel, to the southwesterly corner of said tax parcel; thence southeasterly, to the northwesterly corner of the property recorded as Blue Earth County tax parcel R50 08 23 126 002; thence southerly, along the westerly line of said tax parcel, to the northeasterly corner of the property recorded as Blue Earth County tax parcel R50 08 23 126 004; thence southerly, along the easterly line of said tax parcel, to the southeasterly corner of said tax parcel; thence southeasterly, to the northwesterly corner of the property recorded as Blue Earth County tax parcel R50 08 23 127 005; thence southerly, along the westerly line of said tax parcel, to the point of beginning.



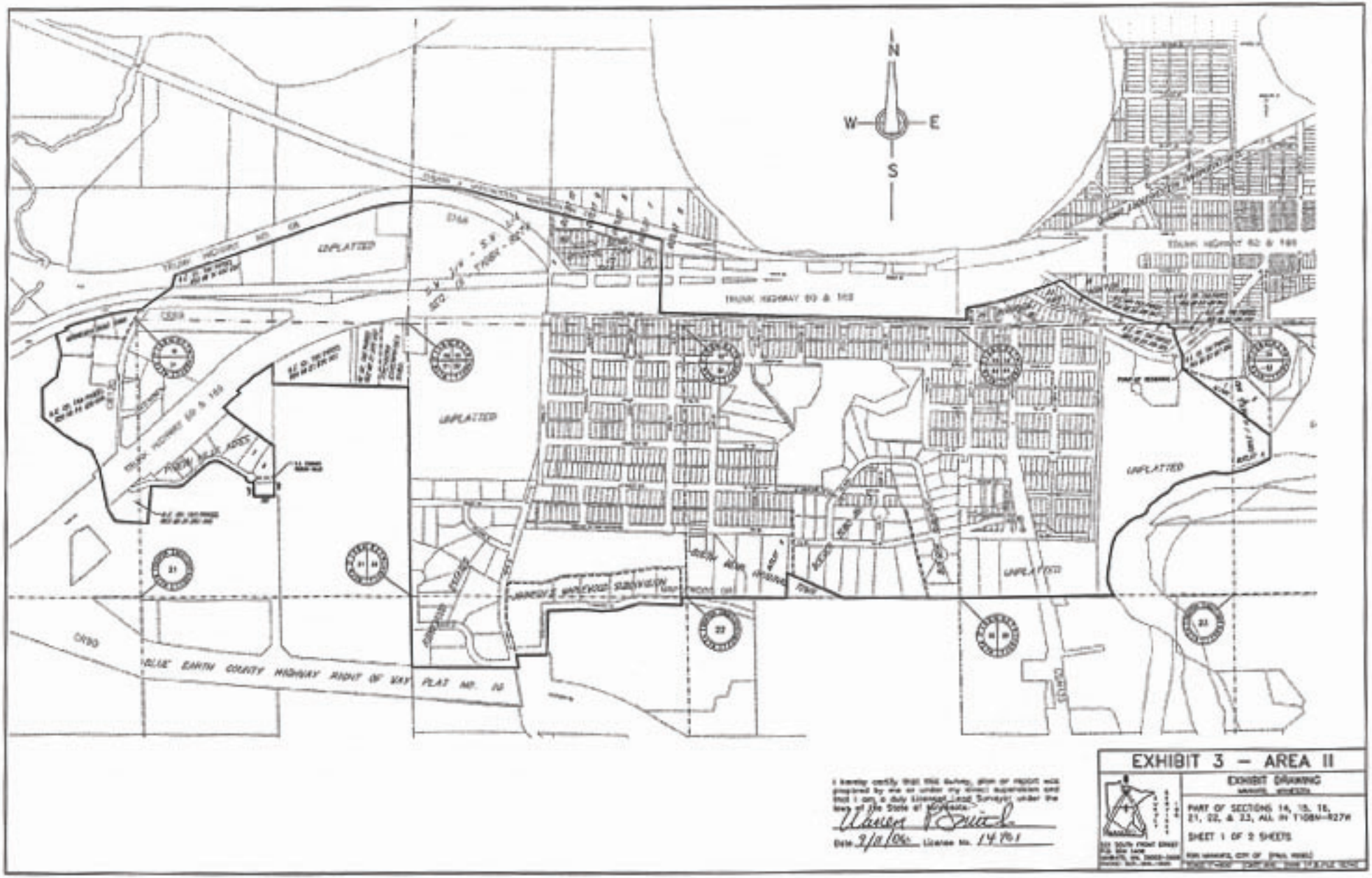
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date 2/11/05 License No. 14701

EXHIBIT 2 – AREA I

EXHIBIT DRAWING

PART OF SECTIONS 14 & 23
ALL IN T108N-R27W



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date 2/8/06 License No. 14761

EXHIBIT 3 — AREA II

EXHIBIT DRAWING

PART OF SECTIONS 14, 15, 16, 21, 22, & 23, ALL IN T108N–R27W

SHEET 1 OF 2 SHEETS