

MAY 21 2004

BEFORE THE
MINNESOTA BOUNDARY ADJUSTMENTS OFFICE
OF THE DEPARTMENT OF ADMINISTRATION

IN THE MATTER OF THE DESCRIPTION OF)	
AN UNINCORPORATED AREA IN CASCADE)	
TOWNSHIP AS IN NEED OF ORDERLY)	
ANNEXATION AND CONFERRING JURISDICTION)	JOINT RESOLUTION FOR
OVER SAID AREA ON MINNESOTA)	ORDERLY ANNEXATION
BOUNDARY ADJUSTMENTS OFFICE)	
OF THE DEPARTMENT OF ADMINISTRATION)	
PURSUANT TO MINNESOTA STATUTES)	
SECTION 414.0325, Subd. 1)	

JOINT RESOLUTION / ORDERLY ANNEXATION AGREEMENT

THIS ORDERLY ANNEXATION AGREEMENT is entered into this 17th of MAY, 2004, by and between the CITY OF ROCHESTER, MINNESOTA (the "City") and CASCADE TOWNSHIP (the "Township").

WHEREAS, Minn. Stat. § 414.0325 authorizes townships and municipalities to provide for the orderly annexation of unincorporated areas that are in need of orderly annexation; and,

WHEREAS, the property described in the attached Exhibit "A" (hereinafter referred to as "Annexation Area") is presently urban or suburban in nature or about to become so, and

WHEREAS, the City and the Township desire to accomplish the orderly annexation of the Annexation Area in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Office of the Minnesota Department of Administration (MBA) or its successor (this reference to the MBA is intended to include this or any other agency succeeding the Minnesota Municipal Board) and, with the purpose of avoiding an annexation dispute, enter into this joint resolution for orderly annexation pursuant to Minnesota Statutes 414.0325, Subd. 1.

NOW, THEREFORE, BE IT RESOLVED by the City of Rochester and the Township that the parties enter into this Joint Resolution for Orderly Annexation Agreement (hereinafter referred to as "Agreement") and agree to the following terms:

1. The City and Township hereby designate the property situated in the Annexation Area as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325. The legal description for the Annexation Area is provided on Exhibit "A", which is attached hereto and incorporated by reference. A map of the Annexation Area is provided in

Exhibit "B", which is attached hereto for the convenience of the parties and incorporated herein by reference.

2. Annexation of land within the Annexation Area.

(A) The City may, at any time after execution of this Agreement, annex by resolution any land within the Annexation Area subject only to the provisions of this Agreement and when such land meets one or more of the following criteria:

- (i) a majority of the property owners in a subdivision (defined as all of the lots on an individual plat filed for record in the Olmsted County Recorder's Office) in which one or more parcels are contiguous to the City, or a majority of the property owners of a contiguous parcel of land located entirely within the Annexation Area, petition for annexation;
- (ii) the City decides to add an arterial or collector road to its Municipal State Aid Street System that is designated on the ROCOG Thoroughfare Plan, but only to the extent of the right-of-way needed for said road and such land annexed for right-of-way purposes by itself shall not be used as the basis for surrounding an area to allow annexation by ordinance;
- (iii) the City determines by resolution that land, right-of-way or easements are needed for a public works improvement project designed to provide sanitary sewer pumping and conveyance facilities, water supply, water storage or water conveyance facilities, stormwater retention, stormwater detention or stormwater conveyance facilities, but only to the extent needed for said facilities and such land annexed for public improvement facility purposes by itself shall not be used as the basis for surrounding an area to allow annexation by ordinance;
- (iv) the City receives an annexation petition from a landowner;
or
- (v) the City owns the land.

(B) The City may, on or after January 1, 2006, annex by resolution any land located within the area designated in Exhibit A that is completely surrounded by property within the City, except the lands described in attached Exhibit A-1, (commonly known as the Till farmstead), which may be annexed by City resolution at any time on or after January 1, 2009.

3. The Township will not file any objection with the MBA concerning the City's annexation of any land within the Annexation Area so long as the annexation complies with the terms and conditions of this Agreement. If the Township has already filed such an objection with the MBA, the filing of this Agreement with the MBA shall constitute withdrawal of the objection.

4. The City will initiate annexation pursuant to this Agreement by City Council resolution ("Annexation Resolution"). The City Planning and Zoning Commission is not required to review the City's adoption of an Annexation Resolution. The Annexation Resolution must be filed with the MBA, the Township and the Olmsted County Auditor/Treasurer. The Annexation Resolution must contain the boundary description of the area to be annexed and, pursuant to Minn. Stat. §§ 414.01, subd. 4, and 414.0325, subd. 1a, must contain the City's estimates of the population and number of households in the area to be annexed.

5. Upon the filing of the Annexation Resolution with the MBA, the parties will not request any alteration of the boundaries of the land to be annexed or any change in the annexation of the land not provided for in this Agreement. The MBA may review and comment on the Annexation Resolution, but may not otherwise consider the resolution or alter the annexation boundaries. In accordance with Minn. Stat. § 414.0325, within 30 days of receipt by the MBA of the Annexation Resolution, the MBA must order the annexation of the area described in the Annexation Resolution in accordance with the terms and conditions of this Agreement.

6. Lands ordered annexed pursuant to this Agreement will not be subject to any differential taxation as referenced in Minnesota Statutes, Section 414.035. Property taxes payable on annexed land shall continue to be paid to the Township for the entire year in which the annexation becomes effective. If the MBA's order approving the annexation becomes effective on or before August 1 of a levy year, the City may levy on the annexed area beginning with that same levy year. If the MBA's order becomes effective after August 1 of a levy year, the Township may continue to levy on the annexed area for that levy year. Thereafter, property taxes on the annexed land must be paid to the City.

7. The City will provide the following property tax re-imbursement payments to the Township for land within the Orderly Annexation Agreement Area that is annexed to the City:

- (A) For land that is undeveloped as of the date of this agreement, the City will make ten yearly payments equal to the Township taxes on undeveloped land value at the time of annexation, regardless of whether the property is later developed. "Land that is undeveloped" is defined as any parcel without a structure or a parcel used for active crop or livestock farming purposes. The annual payments shall commence in the year following the annexation.
- (B) For lands that have already been developed prior to the date of this agreement, the City will make declining payments annually over five years. The first year payment will be 90% of the township taxes on the annexed land in the year of

annexation. The second year payment will be 70% of the township taxes on the annexed land in the year of annexation. The third year payment will be 50% of the township taxes on the annexed land in the year of annexation. The fourth year payment will be 30% of the township taxes on the annexed land in the year of annexation. The fifth year and final payment will be 10% of the township taxes on the annexed land in the year of annexation. Developed lands are defined as lands upon which a building structure exists on the County tax records prior to the date of execution of this agreement.

8. Any tax payments due to the Township pursuant to this Agreement will be made within 30 days of receipt by the City of the tax distribution from Olmsted County.

9. Nothing in this Agreement relieves the Township of its governmental responsibilities for the Annexation Area prior to annexation by the City of the area or any portion thereof, including but not limited to the regular and normal maintenance of the existing infrastructure of roads, drainage facilities, and street signs. The Township's continuing governmental responsibilities for an annexed area continue until the date of the MBA's order approving the annexation.

10. The City and Township agree that the City's zoning and subdivision authority do not apply within the Annexation Area until the time of annexation. However; the Township shall forward any zoning or subdivision applications to the City for review and comment prior to Township action on such application.

11. The Township will take no action to grant permits, issue variances, vacate roadways or easements or any other such action that is in direct conflict of providing proper utility extensions, roadway access management, or roadway connections along City roadways, and roadway connections or extensions of township roadways which are planned to connect to city roadways.

12. This Agreement provides the exclusive procedure by which the unincorporated property identified in the Annexation Area may be annexed by the City.

13. This Agreement will terminate when the parties adopt a joint resolution of termination, when all of the land within the Annexation Area is annexed to the City, or on January 1, 2014, whichever occurs first.

14. Disputes concerning this Agreement shall be resolved as follows:

- (A) Negotiation. When a disagreement over interpretation of any provision of this Agreement occurs, City and Township staff members must meet at least once at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- (B) Mediation. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate an interpretation of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.
- (C) Adjudication. When the parties are unable to resolve a dispute, claim, or counterclaim, or are unable to negotiate an interpretation of any provision of this Agreement or are unable to agree to submit their respective grievances to non-binding mediation, 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 Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

15. This Agreement may not be modified, amended, or altered except upon written joint resolution of the City and the Township duly executed and adopted by the City Council and Township Board of Supervisors, and filed with the MBA.

16. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota. In the event any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

17. The terms, covenants, conditions, and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties, superseding all prior agreements, including the 1976 Orderly Annexation Agreement between the City of Rochester and Cascade Township, and any amendments thereto, and any future changes to Minnesota Statutes, Chapter 414. There are no understandings, agreements or assumptions other than the written terms of this Agreement.

18. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Township. Specifically, this Agreement is binding upon the governmental entity that survives or is created by the Township's action to merge, consolidate, detach, annex, reorganize or incorporate.

19. This resolution shall be effective immediately upon its adoption by the parties and its filing with the MBA. This Agreement shall terminate as provided in paragraph 13 of this Agreement, except that the tax sharing obligations of the City arising under this Agreement shall survive the termination of this Agreement until such obligations have been completely fulfilled.

20. Any notices required to be sent under the terms of this agreement shall be considered sufficient notice if mailed by first class U.S. mail to the City of Rochester, City Administrator's Office, 201 4th Street SE, Rochester, MN 55904; and to the Cascade Township Clerk.

21. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Department of Administration Municipal Boundary Adjustments Office and pay the required filing fee.

The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Department of Administration, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Department of Administration.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS 17th DAY OF May, 2004.

ATTEST:
Deputy

Valori Langseth
CITY CLERK

John Hunziker
PRESIDENT OF ROCHESTER COMMON COUNCIL

APPROVED THIS 18th DAY OF May, 2004.

Steven F. Breda
MAYOR OF CITY OF ROCHESTER

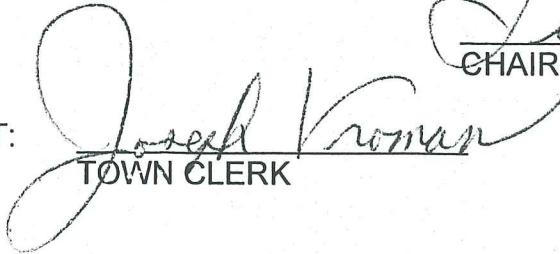
(Seal of the City of
Rochester, Minnesota)

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PASSED AND ADOPTED BY CASCADE TOWNSHIP, OLMSTED COUNTY,
MINNESOTA, THIS 3 DAY OF May, 2004.


CHAIRMAN OF TOWN BOARD

ATTEST:


TOWN CLERK

This document prepared by:

Rochester City Attorney's Office
201 Fourth Street S.E., Room 247
Rochester, MN 55904

Zone2000\order.annex.cascade1.doc

EXHIBIT A

LEGAL DESCRIPTION FOR COMPLETELY SURROUNDED PROPERTIES IN CASCADE TOWNSHIP

35TH St. / 16th Ave. area Property

The SE ¼, NE¼, Section 24, Township 107 North, Range 14 West, Olmsted County, except as follows:

Commencing at the SW corner of the SE ¼, NE ¼ thence East 208.71 to the point of beginning; thence North at right angle 417.42 feet, thence East 208.71 feet; thence South 417.42 feet; thence West 208.71 feet to the point of beginning;

And also

Commencing at the SW ¼ of said SE ¼, NE ¼ of said Section thence North 208.71 feet for the place of beginning; thence North 358.71 feet; thence East parallel with South line 428.8 feet; thence South 150 feet; thence West 208.71 feet; thence South 208.71 feet; thence West 212.86 feet to the place of beginning.

Hunter property

The NW ¼, NW ¼ and the NE ¼, NW ¼, all in Section 15, Township 107 North, Range 14 West, Olmsted County.

Except the northerly 75 feet lying within 55th Street N.W. R.O.W. and that part of CIMARRON SEVENTH and CIMARRON EIGHTH lying within said NW ¼, NW ¼.

37th St. Baptist Church property

That part of the South Half of the Northeast Quarter of Section 9, Township 107, Range 14, Olmsted County, Minnesota, described as beginning at the southwest corner of said Northeast Quarter; thence North 88 degrees 19 minutes 26 seconds East, assumed bearing, along the south line of said Northeast Quarter, 653.40 feet; thence North 01 degrees 02 minutes 17 seconds West, parallel with the west line of said Northeast Quarter 488.66 feet; thence South 88 degrees 19 minutes 26 seconds west, parallel with the south line of said Northeast Quarter, 653.40 feet to the west line of said Northeast Quarter; thence South 01 degrees 02 minutes 17 seconds East along said west line to the point of beginning., except the West 33 feet thereof.

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S&S and Jensen Properties

Commencing at the southeast corner of the Northwest Quarter; thence North along the east line thereof a distance of 629 feet; thence West parallel with the South line thereof 71.76 feet to the point of beginning; thence North 01 degrees 39 minutes 10 seconds East 190.66 feet along the right of way line of Bandel Road (Old TH No. 52) and there terminating, except that part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 107 North, Range 14 West lying East thereof;

And also

Lot 1, Jensen's First Subdivision, except that part of the Southeast Quarter of the Northwest Quarter of Section 9, Township 107 North, Range 14 West lying East thereof.

T.H. 52 R.O.W. and adjacent property

That part of the SE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 4, Township 107 North, Range 14 West, Olmsted County, shown as Parcel 431 on Minnesota Department of Transportation Right-of-Way Plat Number 55-38.

That part of the South $\frac{1}{2}$, Section 4, Township 107 North, Range 14 West, except the following:

Beginning at the southeast corner of the West Half of the Southeast Quarter of said Section 4; thence South 89 degrees 26 minutes 48 seconds West, assumed bearing, along the south line of said West Half, 1309.97 feet to the southeast corner of the Southwest Quarter of said Section 4; thence South 89 degrees 04 minutes 16 seconds West, along the south line of said Southwest Quarter, 225.00 feet; thence North 00 degrees 55 minutes 44 seconds West, 150.00 feet; thence North 23 degrees 51 minutes 33 seconds West, 1245.13 feet; thence North 11 degrees 29 minutes 58 seconds West, 1350.00 feet to the north line of said Southwest Quarter; thence North 89 degrees 11 minutes 09 seconds East, along said north line, 1000.00 feet to the northeast corner of said Southwest Quarter; thence North 89 degrees 11 minutes 08 seconds East, along the north line of the West Half of the Southeast Quarter of said Section 4, a distance of 1305.60 feet to the northeast corner of said West Half; thence South 00 degrees 06 minutes 11 seconds East, along the east line of said West Half, 2628.07 feet to the point of beginning.

Containing 118.55 acres, more or less.

Also:

That part of the Southwest Quarter of Section 4, Township 107 North, Range 14 West, described as follows:

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Beginning at the southwest corner of the Southwest Quarter of said Section 4; thence North 00 degrees 09 minutes 28 seconds West, assumed bearing, along the west line of said Southwest Quarter, 2627.33 feet to the northwest corner of said Southwest Quarter; thence North 89 degrees 11 minutes 09 seconds East, along the north line of said Southwest Quarter, 1071.06 feet; thence South 13 degrees 45 minutes 16 seconds East, 625.18 feet; thence North 76 degrees 14 minutes 44 seconds East, 201.00 feet; thence South 01 degree 44 minutes 58 seconds East, 195.67 feet; thence South 10 degrees 19 minutes 31 seconds East, 143.93 feet; thence South 05 degrees 09 minutes 21 seconds West, 1698.91 feet; thence South 00 degrees 55 minutes 44 seconds East, 33.00 feet to the south line of said Southwest Quarter; thence South 89 degrees 04 minutes 16 seconds West, 1287.41 feet to the point of beginning.
Containing 79.66 acres, more or less.

And also;

Stuve's Second Subdivision, Stuve's Third Addition and Westgard's Subdivision.

And also;

That part of the Trunk Highway No. 52 Right-of-Way identified on Minnesota Department Right-of-Way Plat No. 55-62 and Minnesota Department Right-of-Way Plat No. 55-65.

Maidl/Wiens/Granrud Properties

That part of the W $\frac{1}{2}$, NW $\frac{1}{4}$, Section 8, Township 107 North, Range 14 West, Olmsted County, described as follows:

Commencing at the SW corner of the NW $\frac{1}{4}$, thence North along the West line of the NW $\frac{1}{4}$, 500 feet for the point of beginning, thence continue North 990 feet, thence East 660 feet, thence South 990 feet, thence West 660 feet to the point of beginning.

Pittenger, Clowes, and Smoldt properties

That part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 107, Range 14, Olmsted County, Minnesota, described as follows:

Commencing at the Southwester corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 7, thence East assumed bearing along the South line of said Southeast Quarter (SE $\frac{1}{4}$), 370.00 feet for a point of beginning; thence continue East along said South line, 365.00 feet; thence North 298.00 feet; thence East 30.00 feet; thence North 110.00 feet, thence

West 400.00 feet; thence South 00 degrees 42 minutes 08 seconds East, 408.03 feet to the point of beginning; being subject to an easement for the Township road right of way over the Southerly boundary thereof, except the South 60 feet thereof.

And also;

Clowes

Commencing at the Southeast corner of said East half of the Southwest Quarter of Section 7, thence West, assumed bearing along the South line of said East half, 66.00 feet for the point of beginning; thence continue West, along said South line, 915.78 feet; thence North 00 degrees 16 minutes 39 seconds West, parallel with the West line of said East half, 396.00 feet; thence West, parallel with said South line of said East half, 330.00 feet to the West line of said East half; thence North 00 degrees 16 minutes 39 seconds West, along said West line 1112.14 feet; thence East 1238.21 feet; thence South 00 degrees 34 minutes 00 seconds East, 1508.19 feet to the point of beginning; less that part of said East half of the Southwest Quarter described as follows: commencing at the southeast corner of the East half of the Southwest Quarter of said Section 7; thence West, assumed bearing, along said south line of said East half, 66.00 feet for the point of beginning, thence continue West, along said south line, 465.78 feet; thence North 00 degrees 16 minutes 39 seconds West, parallel with the west line of said East half 415.00 feet; thence West, parallel with the south line of said East half, 450.00 feet; thence South 00 degrees 16 minutes 39 seconds East, 19.00 feet; thence West, parallel with the south line of said East half, 330.00 feet to the west line of said East half; thence North 00 degrees 16 minutes 39 seconds West, along said west line, 1112.14 feet; thence East, 1238.21 feet; thence South 00 degrees 34 minutes 00 seconds East, 1508.19 feet to the point of beginning, except the South 60 feet thereof.

And also;

Smoldt

That part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 7, Township 107, Range 14, Olmsted County, Minnesota, described as follows: Beginning at the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence East (for purposes of this description bearings are assumed), along the South line of said SW $\frac{1}{4}$, 3330.00 feet to a point 981.78 feet Westerly from the Southeast corner of said SW $\frac{1}{4}$, thence North 00 degrees 16 minutes 39 seconds West, parallel with the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 396.00 feet; thence West, parallel with the South line of said SW $\frac{1}{4}$, 330.00 feet; thence South 00 degrees 16 minutes 39 seconds East, along said West line of SE $\frac{1}{4}$ SW $\frac{1}{4}$, 396.00 feet to the point of beginning, except the South 60 feet thereof.

Krebsbach property

That part of the North Half of the Northeast Quarter of Section 18, Township 107, Range 14 West, Olmsted County, Minnesota which lies within a distance of 60.00 feet to the right of the following described line: Beginning at the northwest corner of the Northeast Quarter of Section 18; thence North 89 degrees 29 minutes 38 seconds East, assumed bearing along the north line thereof, 653.47 feet to the northwest corner of Wedgewood Hills Third Subdivision and there terminating, except the North 60 feet thereof.

Burt Property

That part of the NE $\frac{1}{4}$, Section 18, Township 107 North, Range 14 West, Olmsted County, described as follows:

Beginning at a point 294.71 feet northerly from the SE corner NE $\frac{1}{4}$, thence northwesterly 417.42 feet, thence north 208.71 feet, thence SE 417.42 feet to a point in the East line NE $\frac{1}{4}$, thence south 208.71 feet to the point of beginning.

Long property

The north 250 feet of the East 522 feet of the NE $\frac{1}{4}$, Section 30, Township 107 North, Range 14 West, Olmsted County.

Kuehn property

The W $\frac{1}{2}$, NW $\frac{1}{4}$, Section 28, Township 107 North, Range 14 West, Olmsted County, less the South 33 feet thereof.

Together with that part of the E $\frac{1}{2}$, NE $\frac{1}{4}$ lying easterly of West Circle Drive N.W. (C.S.A.H. 22) R.O.W. as shown on Olmsted County Highway Right-of-Way Plat Number 80 and lying northerly of 19th Street N.W. R.O.W., Section 29, Township 107 North, Range 14 West, Olmsted County.

Whiting Property

That part of the SW $\frac{1}{4}$, Section 28, Township 107 North, Range 14 West, Olmsted County, Minnesota, lying northerly of the Dakota, Minnesota & Eastern Railroad, easterly of West Circle Drive (C.S.A.H. No. 22) R.O.W. and southerly of 19th Street N.W. R.O.W. less the following:

19th STREET BUSINESS PARK Subdivision and the westerly 155.00 feet of the southerly 372.30 feet of the northerly 422.30 feet of the NE $\frac{1}{4}$, SW $\frac{1}{4}$, and also the adjacent right-of-way, Section 28, Township 107 North, Range 14 West, Olmsted County, Minnesota.

Till property

That part of the NE $\frac{1}{4}$ lying westerly of the railroad less TILL'S FIRST SUBDIVISION, Section 28, Township 107 North, Range 14 West, Olmsted County, Minnesota, except the following described Parcel:

Commencing at the SW corner of said NE $\frac{1}{4}$; thence North assumed bearing, along the west line of said NE $\frac{1}{4}$ and along the east line of HENDRICK'S SUBDIVISION, 539.64 feet, to the SE corner of Lot 3, Block 2, in said HENDRICK'S SUBDIVISION for the point of beginning; thence continue North, along said west line of said NE $\frac{1}{4}$ 457.66 feet to the southerly line of 22nd Street N.W. as dedicated in TILL'S FIRST SUBDIVISION; thence North 70 degrees 45 minutes 43 seconds East, along said southerly line and along the southerly line of Lot 1, Block 1 in said TILL'S FIRST SUBDIVISION, 289.70 feet; thence South parallel with the west line of said NE $\frac{1}{4}$, 497.87 feet; thence South 78 degrees 34 minutes 51 seconds West 279.05 feet to the point of beginning.

Arneson Property

A part of the NW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 21, Township 107 North, Range 14 West, Olmsted County, Minnesota, lying southerly and westerly of the following described line.

Commencing at the NW corner of said NW $\frac{1}{4}$, SW $\frac{1}{4}$; thence South 00 degrees 45 minutes 29 seconds East (Note: all bearings are in relationship with the west line of said NW $\frac{1}{4}$, SW $\frac{1}{4}$ which is assumed) along said west line a distance of 831.08 feet to the point of beginning of said described line; thence North 89 degrees 03 minutes 30 seconds East a distance of 287.69 feet; thence South 38 degrees 11 minutes 16 seconds East a distance of 232.44 feet; thence North 89 degrees 03 minutes 30 seconds East a distance of 276.59 feet; thence South 64 degrees 35 minutes 03 seconds East a distance of 89.55 feet; thence South 38 degrees 11 minutes 16 seconds East a distance of 326.92 feet to the south line of said NW $\frac{1}{4}$, SW $\frac{1}{4}$, and said line there terminating.

Mayo Foundation & IBM Properties

That part of Lots 1 and 2, KOCER'S SUBDIVISION, Olmsted County, Minnesota, according to the Plat thereof on file at the County Recorder's Office, lying westerly of Valleyhigh Drive N.W. R.O.W. (C.S.A.H. No. 4) together with the adjoining abandoned Chicago and Northwestern Railway Company lying northerly of Instrument Drive N.W. and southerly of the extension of the northwesterly line of said Lot 2.

And also;

That part of the S $\frac{1}{2}$, SW $\frac{1}{4}$, Section 21, Township 107 North, Range 14 west, lying south of the north line of said South Half, easterly of Valleyhigh drive N.W. (C.S.A.H. No. 4), and westerly of KROGER CO. FIRST SUBDIVISION according to the plat thereof on file at the County Recorder's Office, Olmsted County, Minnesota.

50th Avenue R.O.W.

The West 60 feet of the NW $\frac{1}{4}$, Section 20, Township 107 North Range 14 West;

And also;

The West 60 feet of the SW $\frac{1}{4}$, Section 17, Township 107 North, Range 14 West, except the North 710 feet thereof.

DNR - Douglas Trail property

That part of the W $\frac{1}{2}$, SW $\frac{1}{4}$ of Section 8, Township 107 North, Range 14 West, Olmsted County described as follows:

The 100 feet lying southwesterly and adjacent to the south line of Outlot A, White Oaks Third Subdivision at a bearing of North 53 degrees, 43 minutes, 48 seconds West, a distance of 1454.64 feet;

And also:

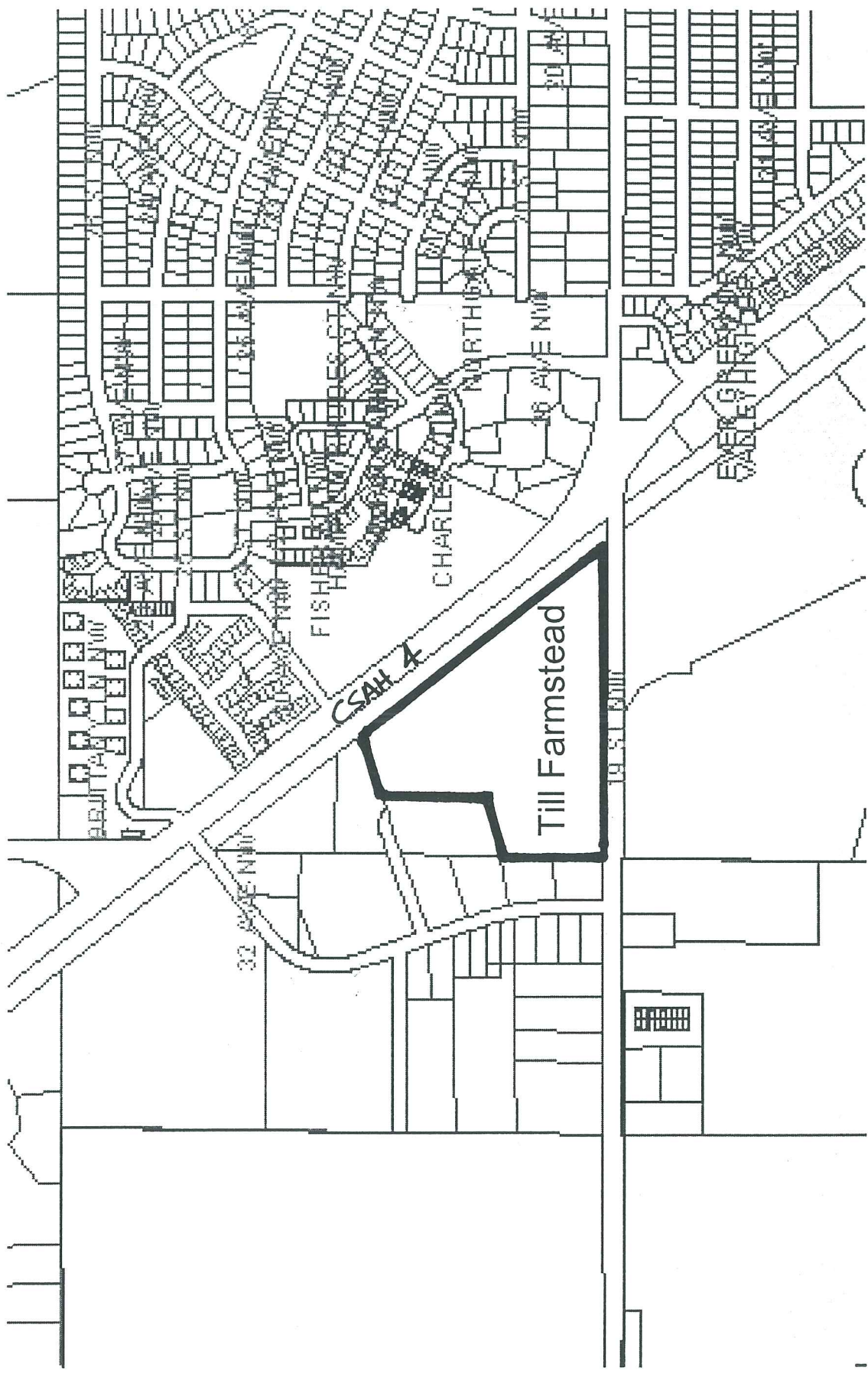
The 100 feet lying southwesterly and adjacent to the south line of Outlot B, White Oaks Townhomes Common Interest Community Number 136, at a bearing of South 53 degrees, 43 minutes, 48 seconds East, a distance of 155.01 feet;

And also:

The 100 feet lying southwesterly and adjacent to the south line of Outlot A, North Park Sixth Subdivision at a bearing of North 53 degrees, 43 minutes, 48 seconds West, a distance of 129.53 feet.

REC'D BY
A.M.B
JUN 01 2004

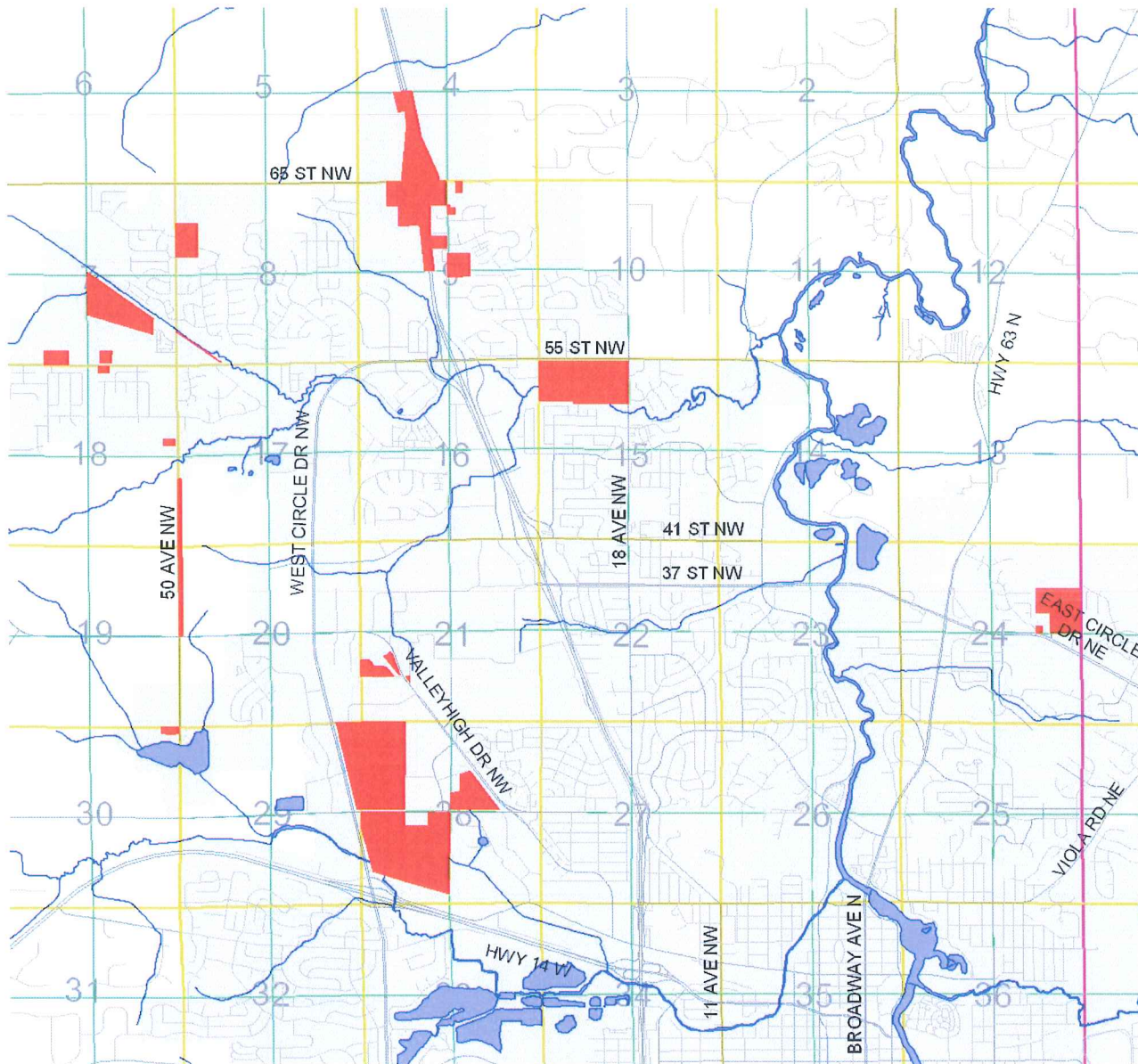
Exhibit A-1



REC'D BY
MMB

JUN 01 2004

Exhibit B



- Streams
- Rivers
- Minor Roadway Centerline
- Major Roadway Centerline
- Section Number
- Section Line
- Quarter-Section Line
- Township Line
- 100% Surrounded Parcels
- Rochester City Limits



0 1 Mile

Prepared By: Rochester/
Olmsted Planning Dept.
Geographic Information
Systems Division, May
2004.