RESOLUTION 2014-0414-5

Consider Actions Related to Adopting and Filing an Initiating Resolution with the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings as required by the 1990 Orderly Annexation Agreement between the City of Moorhead and Oakport Tow

RESOLUTION INITIATING ANNEXATION OF TRACT 2

IN THE MATTER OF THE RESOLUTION OF THE CITY OF MOORHEAD TO INITIATE THE ANNEXATION OF TRACT 2 FROM THE TOWN OF OAKPORT ON JANUARY 1, 2015

WHEREAS, the City of Moorhead executed a "JOINT RESOLUTION BETWEEN THE TOWN OF OAKPORT AND THE CITY OF MOORHEAD DESIGNATING AN AREA FOR ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTE SECTION 414.0325 (TRACT 2/3)" effective February 22, 1990, as amended by the First Amendment dated November 5, 1990, and the Second Amendment dated March 5, 1996 (hereinafter, collectively the "Joint Resolution");

WHEREAS, Section 3 of the Joint Resolution states that the City of Moorhead will file an Initiating Resolution to provide for the effective date of annexation of Tract 2 (effective January 1, 2015) from the Town of Oakport to the City of Moorhead; and

WHEREAS, Section 21 of the Joint Resolution provides that upon receipt of an Initiating Resolution, the Minnesota Municipal Board may review and comment, but will, within thirty (30) days, order the annexation in accordance with the terms of the Joint Resolution;

NOW THEREFORE BE IT RESOLVED by the City Council of Moorhead as follows:

- 1. This Initiating Resolution is made pursuant to Section 3 of the Joint Resolution to provide for the effective date of annexation of Tract 2 according to the terms of the Joint Resolution.
- 2. All parcels within Tract 2 will be annexed to the City of Moorhead, effective on

ATTEST:

January 1, 2015.

- 3. A map of Tract 2 is attached as Exhibit A, the legal description of Tract 2 is attached as Exhibit B, and the Joint Resolution, as amended, is attached as Exhibit C.
- 4. Upon adoption and execution of this Initiating Resolution for the annexation of Tract 2, the City of Moorhead will file the same with the State of Minnesota's Municipal Boundary Adjustment Unit of the Office of Administrative Hearings and will comply with such requirements as may be necessary to provide for the effective date of annexation of Tract 2 on January 1, 2015.
- 5. The City of Moorhead agrees that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by the Office of Administrative Hearings is necessary, and that all terms and conditions for annexation of Tract 2 are provided in the Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, upon receipt of this Initiating Resolution, the Office of Administrative Hearings may review and comment, but shall within thirty (30) days order the annexation in accordance with the terms and conditions contained in the Joint Resolution.

PASSED: April 14, 2014 by the City Council of the City of Moorhead.

APPROVED BY:

Rac Wallian.

Resolution 2014-0414-5

MICHELLE FRENCH, City Clerk

REC'D BY APR 1 7 2014 MBA

REC'D BY MBA APR 1 7 2014

CERTIFICATION

STATE OF MINNESOTA COUNTY OF CLAY **CITY OF MOORHEAD**

I do hereby certify that the above Resolution is a true and accurate copy of the Resolution adopted by the Council of the City of Moorhead at an authorized meeting held on the 14^{+12} day of 40^{-12} , 20^{-14} . as shown by the minutes of the meeting in my possession.

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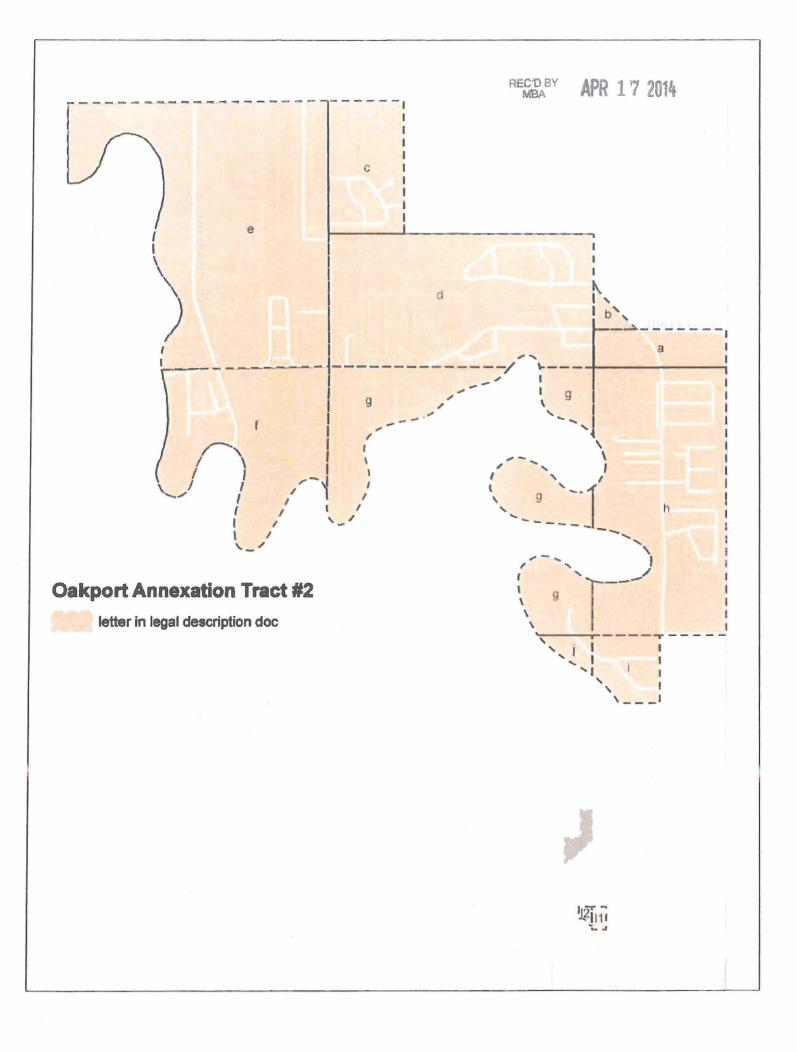
Dated this <u>ILeth</u> day of <u>April</u>, 2014.

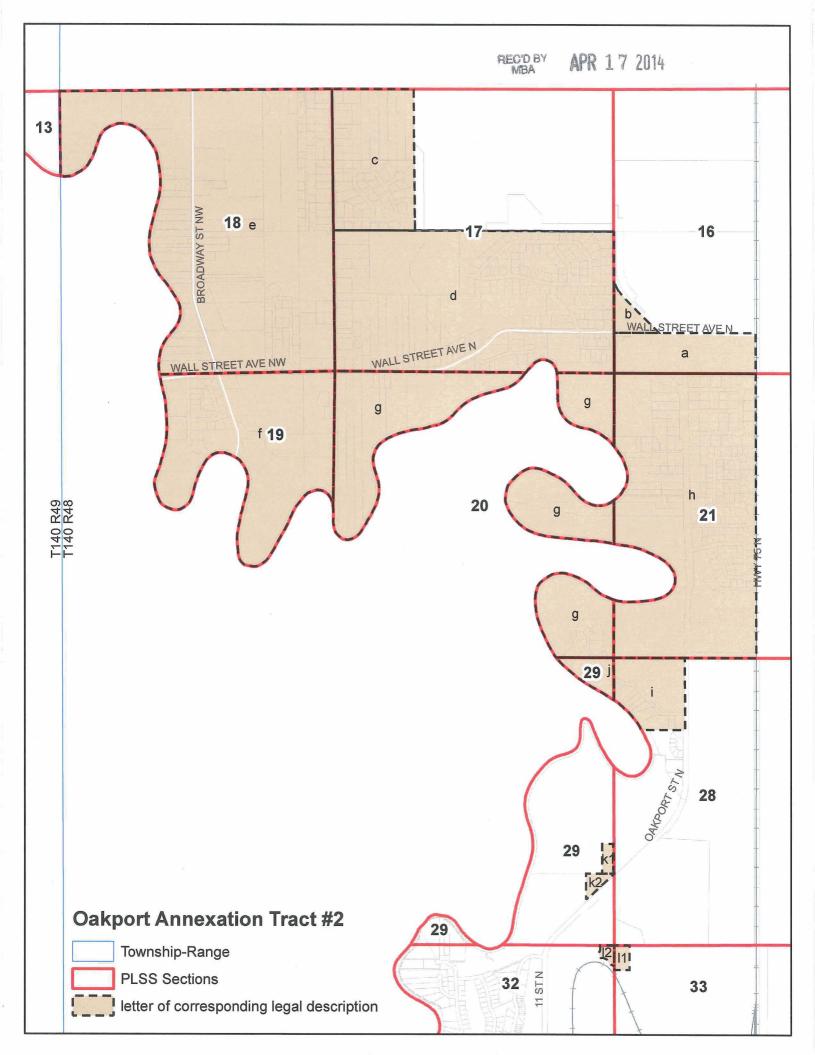
innull Michelle French, City Clerk

EXHIBIT A

See the Attached Map:

Oakport Annexation Tract #2





REC'D BY MBA

APR 17 2014

EXHIBIT B

See the Attached:

EXHIBIT C TO JOINT RESOLUTION (TRACT 2) LEGAL DESCRIPTION OF TRACT 2

The following described property constitutes the real estate designated as Tract 2:

a. The south 754 feet of the SW 1/4 of Section 16, and;

- b. A triangular shaped parcel described as beginning 749.7 feet north of the SW corner of Section 16, thence north 965.54 feet, thence southeasterly 228.98 feet, thence northeast 7 feet, thence south 181.53 feet, thence southeast 898.68 feet, thence west 852.56 feet to point of beginning, and;
- c. The west 1518 feet of the NW 1/4 of Section 17, and;
- d. The portion of the south half of Section 17 lying north of the Red River of the North, and;
- e. The portion of Section 18 lying east and north of said river, and;
- f. The portion of Section 19 lying east and north of said river, and;
- g. The portion of Section 20 lying north and east of said river, and;
- h. The portion of the west half of Section 21 lying east of said river, and;
- i. The portion of the NW 1/4 of the NW 1/4 of Section 28 lying east of said river, and;
- j. The portion of the NE 1/4 of the NE 1/4 of Section 29 lying east of said river, and;
- k. The Palmer Nymark property in Government Lots 3 and 4 described as two parcels:
 - 1. The first parcel described as beginning at a point 14 feet west of the Southeast Corner of Government Lot 3, thence West 200 feet on the north line of Government Lot 3, thence North 554.5 feet parallel to the east line of Section 29, thence East 200 feet to a point 14 feet west of the east line of Section 29, thence South 554.5 feet to the point of beginning.
 - 2. The second parcel described as beginning at the Northeast Corner of Government Lot 4, thence West 7.50 chains (approximately 495 feet) on the north line of Government Lot 4, thence S 2°45' E a distance of 8.52 chains (approximately 562.3 feet); thence N 44° E a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the east line of Section

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29, thence North 1.32 chains (approximately 87.1 feet) on the east line of Section 29 to the point of beginning, and;

- 1. The Moorhead Rod and Gun Club property described as two parcels:
 - 1. The first parcel beginning at the Northwest Corner of Section 33, thence South 456.9 feet on the west line of Section 33, thence East 286 feet, thence North 456.9 feet to the north line of Section 33, thence West 286 feet on the north line of Section 33 to the point of beginning.
 - 2. The second parcel described as beginning at the Northeast Corner of Section 32, thence West 254.69 feet on the north line of Section 32 to a point of intersection with the north bank of Clay County ditch 41, thence southeasterly along the said ditch bank to a point of intersection with the east line of Section 32 thence North 384.00 feet more or less on the east line of Section 32 to the point of beginning.

APR 1 7 2014 REC'D BY

EXHIBIT C TO JOINT RESOLUTION (TRACT 2/3) LEGAL DESCRIPTION OF TRACT 2

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REC'D BY MBA

APR 17 2014

EXHIBIT C

See the Attached:

"JOINT RESOLUTION BETWEEN THE TOWN OF OAKPORT AND THE CITY OF MOORHEAD DESIGNATING AN AREA FOR ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTE SECTION 414.0325 (TRACT 2/3)" effective February 22, 1990, as amended by the First Amendment dated November 5, 1990, and the Second Amendment dated March 5, 1996 JOINT RESOLUTION BETWEEN THE TOWN OF OAKPORT AND THE CITY OF MOORHEAD DESIGNATING AN AREA FOR ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTE SECTION 414.0325

(TRACT 2/3)

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BE IT RESOLVED by "Oakport," by and through its Board of Supervisors, and by "Moorhead," by and through its City Council, that Oakport and Moorhead do jointly agree to the following:

1. Definitions

For the purposes of this Joint Resolution the following definitions mean:

a. <u>Bikeway</u>. Will mean a shared vehicular right-ofway designated as such by signs placed on vertical posts or stenciled on pavement

b. <u>Bike/Pedestrian Path</u>. Will mean a hard surface trail or path not to exceed ten (10) feet in width constructed and maintained by Moorhead within the bike/pedestrian easement.

c. <u>Bike/Pedestrian Easement</u>. Will mean the fifty (50) foot easement for the development of a bike/pedestrian path and for maintenance of the river bank.

d. <u>County</u>. Will mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

e. <u>Dual Services</u>. Will mean water or wastewater services to main system where two or more single-family residential homes connect together to form a single service prior to connecting to the main. Dual services will not be

allowed unless specifically approved by Moorhead on a case-by-case basis.

f. <u>Effective Date of Annexation</u>. Will mean the date the Minnesota Municipal Board issues its order approving the annexation contemplated in the Initiating Resolution.

g. <u>Effective Date of This Joint Resolution</u>. Will mean the date the Minnesota Municipal Board accepts this Joint Resolution for filing.

h. <u>Hook-up</u>. Will mean any connection to the water distribution system or to the wastewater collection system for use by a single-family residence.

i. <u>Hook-up Permit</u>. Will mean the permit issued by the Oakport Joint Powers Board to property owners authorizing hook up to the water distribution system or the wastewater collection system as the case may be.

j. <u>Initiating Resolution</u>. Will mean an Initiating Resolution adopted by Moorhead and filed with the Minnesota Municipal Board.

k. <u>Joint Resolution</u>. Will mean this Joint Resolution between Oakport and Moorhead designating an area for orderly annexation pursuant to Minnesota Statute Section 414.0325.

1. <u>Minnesota Municipal Board</u>. Will mean the Minnesota Municipal Board, which is created by Minnesota Statute Section 414.01.

m. <u>Moorhead</u>. Will mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota, except

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whenever in the provisions of this document reference is made to water or electrical services, then and in that case, "Moorhead" will include within its meaning both the City of Moorhead and the Moorhead Public Service Commission, a board to which the control, management and operation of all City water and electrical systems have been committed by Section 12.02 of the Moorhead City Charter.

n. <u>Oakport</u>. Will mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

o. <u>Oakport Joint Powers Aqreement</u>. Will mean an agreement among Oakport, Moorhead and Clay County providing for a definition of relationship among the parties and providing for the exercise of joint powers within the boundaries of Tract 2 and Tract 3, including the creation of the Oakport Joint Powers Board.

p. <u>Oakport Joint Powers Board</u>. Will mean Oakport, Moorhead and Clay County, jointly exercising the powers granted under the Oakport Joint Powers Agreement.

q. Orderly Annexation Area. Will mean Tract 2 and Tract 3.

r. <u>Parcel</u>. Will mean a part or portion of land recorded as property in the office of the Clay County Recorder.

s. <u>Point of Water Distribution System Connection</u>. The point to which Oakport will construct water main <u>through</u> Tract 1 to attach to the Moorhead water system. Oakport

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will finance and construct water main to the point of connection as shown in Exhibit A or another point in Tract 1 as mutually agreed upon if water mains of sufficient capacity have already been extended into Tract 1. Moorhead will own water mains installed by Oakport from Point of connection in Moorhead (through and including main in Tract 1) to Tract 2.

t. <u>Point of Wastewater Collection System Connection</u>. Will mean the point to which Oakport will construct the main sewer line through Tract 1 to attach to the Moorhead wastewater collection system. Oakport will finance and construct the main sewer line to the point of connection as shown in Exhibit B. Moorhead will own the main sewer line installed by Oakport from point of connection in Moorhead through and including the main sewer line in Tract 1 to Tract 2.

u. <u>Property Owner</u>. Will mean the owner of a parcel(s) of property within the Orderly Annexation Area.

v. <u>Service Area</u>. Will mean exclusively, that portion of the Orderly Annexation Area referred to as Tract 2.

w. <u>Single-Family Dwelling</u>. Will have the meaning set forth in the Moorhead City Code.

x. <u>Single-Family Residential Lot</u>. Will mean a parcel (which is part of a subdivision, the map of which has been recorded in the office of the Clay County Recorder, or a parcel described by metes and bounds or otherwise described separately from adjacent real estate, the deed to which has been recorded in the office of the Clay County Recorder prior to January 1, 1989,) the purpose of which will be the

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construction of a single-family dwelling and accessory buildings and which will either be an:

(i) <u>Assigned Lot</u>. Which will mean those parcels (all of which are listed on Exhibit F) which are eligible for hook-up and to whose owners a hook-up permit will be issued by Oakport upon compliance with such requirements as may be established by the Oakport Joint Powers Board; or an

(ii) <u>Unassigned Lot</u>. Which will mean those parcels (all of which are listed on Exhibit G) which are eligible for hook-up and to whose owners a hook-up permit may be issued by the Oakport Joint Powers Board upon a determination by the Oakport Joint Powers Board that the parcel and the proposed development of the parcel will comply with the zoning regulations, land use regulations, building regulations and subdivision regulations then applicable to the Service Area.

y. <u>Tract 2</u>. Will mean that area of Oakport legally described in Exhibit C, depicted in Exhibit E, and generally described as follows:

Generally, that portion of the developed area of Oakport lying south of the centerline of Clay County Road 93 and between Tract 1 and Tract 3 and the Red River, which includes the Moorhead Rod and Gun Club, and including the residential real estate owned by Palmer Nymark lying south and west of M.B. Johnson Park.

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In the event of conflict between the legal description in Exhibit C and the above general description, the legal description in Exhibit C will control.

z. <u>Tract 3</u>. Will mean that area of Oakport legally described in Exhibit D, depicted in Exhibit E, and generally described as follows:

A corridor extending 1/4 mile to the east of the centerline of U.S. Highway 75; from the proposed boundary of Tract 1 on the south to the centerline of Clay County Road 93 on the north; together with the agricultural area lying between the U.S. Highway 75 corridor on the east and Tract 2 on the west.

In the event of conflict between the legal description in Exhibit D and the above general description, the legal description in Exhibit D will control.

aa. <u>Water Distribution System</u>. Will mean a water distribution system including, but not limited to, the following: water mains, valves, hydrants, valve boxes, water storage facilities, telemetry system, and in addition, all appurtenances normal to a full water distribution system for domestic water use and fire protection.

bb. <u>Water Services</u>. Will mean the pipe and fittings and devices needed to convey water from the water main to the point of entry in a premises and in addition to the above stated items consist of the following: corporation, tapping sleeves and valves, curb stop, curb boxes, gate valve boxes and meter stop valves.

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cc. <u>Wastewater Collection System</u>. Will mean a wastewater sewer collection system including, but not limited to the following: manholes, main sewer lines -- both gravity and force mains; wastewater lift stations including structure, pumps, motors, alarm systems, telemetry systems for monitoring, emergency generator electrical connections, and in addition to the above stated items all other applicable appurtenances normal to a wastewater sewer collection system.

dd. <u>Wastewater Services</u>. Will mean the sewer pipes and fittings, devices, and structures and appurtenances thereto needed to collect wastewater from the point of entry in a parcel to the main sewer line.

2. Reasons for Annexation

It is specifically found that:

a. <u>Certain Properties Urban or Suburban</u>. Certain properties within Oakport abutting upon Moorhead are presently urban or suburban in nature.

b. <u>Compliance with State Law</u>. Clay County has required compliance with County ordinances and State law regarding certification of septic systems.

c. <u>Oakport Request for Services</u>. Oakport has requested wastewater collection services for the Orderly Annexation Area.

d. <u>Annexation Mandated by Moorhead</u>. Moorhead has made orderly annexation pursuant to this Joint Resolution a condition precedent to providing wastewater collection services to the Orderly Annexation Area.

e. <u>Moorhead Capable of Providing Services</u>. Moorhead has provided or is capable of providing wastewater collection services to such properties and is capable of providing additional services to this property to adequately protect the public health, safety, and welfare of the properties.

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3. Annexation Date/Taxes

a. <u>Tract 2</u>. All parcels within Tract 2 will be annexed to Moorhead effective January 1, 2015. Moorhead will file an Initiating Resolution with the Minnesota Municipal Board and comply with such requirements as may be necessary to provide for the effective date of annexation of Tract 2 on January 1, 2015. The tax rate of Moorhead will apply to Tract 2 upon the effective date of annexation. Prior to the effective date of annexation of Tract 2 the Oakport tax rate will apply.

b. <u>Tract 3</u>. No parcel within Tract 3 will be annexed to Moorhead under the terms of this Joint Resolution. A parcel within Tract 3 may be annexed in the future by mutual agreement of Moorhead, Oakport and Clay County pursuant to the Oakport Joint Powers Agreement and subject to approval by the Minnesota Municipal Board.

4. Zoning/Subdivision/Land Use Control Regulations

a. <u>Tract 2</u>. Upon the effective date of this Joint Resolution Moorhead's zoning, subdivision and land use control regulations will be extended to Tract 2. Said regulations will be enacted, administered, enforced, and modified pursuant to the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Upon the effective date of this Joint Resolution Moorhead's zoning, subdivision and land use control regulations will be extended to Tract 3. Said regulations will be enacted, administered, enforced, and modified pursuant to the Oakport Joint Powers Agreement.

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5. Residential Growth

a. <u>Tract 2</u>.

(i) Designation of 540 Single-Family Residential Lots. Upon compliance with such regulations as may be established by the Oakport Joint Powers Board, 540 single-family residential lots will be allowed to hook-up to the wastewater collection system and the water distribution system within Tract 2 at any time on or before December 31, 2014. The owners of Assigned Lots (designated on Exhibit F) will receive hook-up permits upon application to the Oakport Joint Powers Board, upon payment of such fees as may be established by the Oakport Joint Powers Board, and upon compliance with such requirements as may be established by the Oakport Joint Powers Board. The Unassigned Lots (designated on Exhibit G) represent the remaining portion of the Service Area that is eligible for hook-up. The Unassigned Lots are currently undeveloped and as configured will not be allowed to hook-up due to non-compliance with the building, zoning, subdivision and land use control regulations applicable to the Service Area. Issuance of hook-up permits to owners of Unassigned Lots will be in the discretion of the Oakport Joint Powers Board upon a case by case determination that the proposed development of the Unassigned Lot(s) in question will comply with the building, zoning, subdivision and land use control regulations applicable to the Service Area and upon payment of such fees as may be established by the Oakport Joint Powers Board. In

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no event shall the aggregate number of hook-up permits issued pursuant to this Section 5.a.(i) exceed 540. After December 31, 2014, all hook-ups to the wastewater collection system and the water distribution system, including any of the 540 single-family residential lots not previously hooked up, will be pursuant to the then existing policies of Moorhead.

(11) <u>No Additional Hook-Ups During the Period Ending</u> <u>December 31, 1999</u>. No wastewater collection system hook-ups or water distribution system hook-ups in addition to the aforementioned 540 single-family residential lots will be allowed within Tract 2 during the period ending December 31, 1999.

(iii) Additional Hook-Ups Allowed Beginning January 1, 2000. Beginning January 1, 2000, Oakport will be allowed nine (9) wastewater collection system and water distribution system hook-ups per year in addition to the aforementioned 540 single-family residential lots within Tract 2. In the event that any of the nine (9) wastewater collection system and water distribution system hookups per year are not used, said wastewater collection system and water distribution system hook-ups are forfeited and will not be allowed to accrue or be carried forward into future years.

b. <u>Tract 3</u>. Any residential growth within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

6. Commercial Growth

a. <u>Tract 2</u>. Any commercial growth within Tract 2 will be in accordance with the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Any commercial growth within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

7. Industrial Growth

a. <u>Tract 2</u>. Any industrial growth within Tract 2 will be in accordance with the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Any industrial growth within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

8. Building Regulations

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a. <u>Tract 2</u>. Upon the effective date of this Joint Resolution, Moorhead's building regulations including permitting and fee requirements, and compliance with applicable engineering standards, will be extended to Tract 2. Said regulations shall be enacted, administered, enforced and modified pursuant to the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Upon the effective date of this Joint Resolution, Moorhead's building regulations including permitting and fee requirements, and compliance with applicable engineering standards, will be extended to Tract 3. Said regulations will be enacted, administered, enforced and modified pursuant to the Oakport Joint Powers Agreement.

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9. <u>Wastewater Collection System/Wastewater Treatment Service</u>

Moorhead and Oakport mutually agree that wastewater treatment services will be provided in accordance with the following:

a. Tract 2.

 (i) <u>Moorhead Sole Provider</u>. Moorhead will be the sole provider of wastewater treatment services within Tract 2.
 Upon installation of the wastewater collection system:

(a) All property owners served by the system will hook up within 30 days of system availability; and

(b) Property owners will remove their existing septic tanks or have the septic tanks pumped and

crushed and/or filled with approved aggregate material. Included within the sewer connection charge as referenced in Section 9.a.(xi) will be inspection of septic tank disposition.

(11) <u>Oakport to Finance, Construct and Own</u>. Oakport will finance, construct and own the wastewater collection system within Tract 2 to the point of delivery to Moorhead. Upon the effective date of annexation, the wastewater collection system will automatically become the property of Moorhead at no cost to Moorhead free of any and all liens, encumbrances or continuing financial obligations arising out of the initial financing and construction of the wastewater collection system. Moorhead will not be responsible for and Oakport will hold Moorhead harmless on any and all liens, encumbrances, or continuing financial obligations incurred by Oakport for the wastewater collection system arising

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subsequent to its initial financing and construction unless the action out of which the lien, encumbrance, or continuing obligation arises has been approved by Moorhead.

(iii) <u>Compliance With Moorhead Specifications</u>. The wastewater collection system will be designed and installed to current Moorhead specifications for underground improvements, be certified by a professional engineer as meeting Moorhead specifications, and be approved by Moorhead's City Engineer. Dual services will be allowed in limited instances.

(iv) <u>Moorhead's Right to Verify/Inspect</u>. During the installation of the wastewater collection system, Moorhead has the right to verify compliance with Moorhead specifications. To ensure same, Moorhead will, at its expense through its Public Works Department or designee, inspect the wastewater collection system or any portion thereof throughout its installation.

(v) <u>Moorhead's Final Acceptance/"As Built" Plans</u>. Moorhead's final acceptance of the wastewater collection system or any portion thereof from Oakport is conditional upon receipt from Oakport's consulting engineer of a certificate of compliance with Moorhead's specifications satisfactory to Moorhead. Prior to final acceptance of the system or any portion thereof by Moorhead, a complete set of reproduceable "as built" plans for Oakport's wastewater collection system or any portion thereof must be provided Moorhead with the cost of the plans to be paid by Oakport.

(vi) <u>Moorhead to Operate, Maintain and Repair</u>. Moorhead will operate the wastewater collection system within Tract 2, and will maintain and repair the system in accordance with rules, procedures and standards established by Moorhead. Moorhead will provide billing and accounts receivable collection.

(vii) <u>Oakport to Provide Accessibility to Maintain</u> <u>System</u>. Oakport will secure and guarantee to Moorhead all weather accessibility to the wastewater collection system by easement, right-of-way, or other means, for the purpose of operation, maintenance and repair thereof.

(viii) <u>Moorhead to Assume No Liability Resulting From</u> <u>the Implementation of Flood Control Measures</u>. In accordance with Section 15 of this agreement, Moorhead, in agreeing to operate, maintain and repair the wastewater collection system, assumes no liability or responsibility for any adverse impact to property should any occur as a result of the implementation by Moorhead of flood control measures.

(ix) <u>User Rates/Oakport Guarantee Payment</u>. Users of the wastewater collection system within Tract 2 will pay one and one-half (1-1/2) times the rate charged to similar classed users in Moorhead until the effective date of annexation, at which point the rates will be identical. Oakport will'guarantee payment to Moorhead of any billing for wastewater treatment services provided by Moorhead to a customer(s) in Oakport.

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(x) <u>Plumbing Fees</u>. Moorhead will charge and receive the same plumbing permit fee(s) as is charged to similar classed property in Moorhead for any single-family residential lot permitted to hook up within Tract 2.

(xi) <u>Sewer Connection Charge</u>. An \$80.00 sewer connection charge will be included in Oakport's original financing of the wastewater collection system and paid at the time of said financing to Moorhead based upon the following:

(a) An \$80.00 sewer connection charge applied to not less than 370 single-family residential lots; or

(b) An \$80.00 sewer connection charge applied to each and every lot against which the cost of the wastewater collection system will be spread at the time of the original financing if greater than 370 singlefamily residential lots.

(c) In the event that fewer than 370 singlefamily residential lots hook-up to the wastewater collection system at the time of initial construction, the sewer connection charge payment, pursuant to Section 9.a.(xi)(a), will be deemed to have been paid for the first 370 lots to actually hook-up to the wastewater collection system with no further sewer connection charge to be collected by Moorhead at the actual time of hook-up for said 370 lots. No additional minimum number of hookups will be imposed.

(d) Any sewer connection charges for extension of the wastewater collection system beyond the initial 370

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hook-ups will not exceed the sewer connection charges paid by similarly classed customers within the City of Moorhead.

(xii) <u>Special Assessment Procedures</u>. All benefitting property owners will be subject to special assessments in accordance with Minnesota Statutes Chapter 429 and Oakport's assessment procedures for a wastewater collection system, and connection charges relating thereto. In no event will a property owner be allowed to defer for any period any payment or portion thereof of any special assessment imposed upon the property owner as a result of the construction of the wastewater collection system within Tract 2.

(xiii) <u>Oakport to Enact Sanitary Sewer Ordinance</u>. Oakport will enact a sanitary sewer ordinance that is acceptable to Moorhead.

(xiv) <u>Oakport Agrees to Limit Service Area</u>. Oakport will agree to limit the service area of its wastewater collection system exclusively to Tract 2 unless otherwise mutually agreed to by Moorhead and Oakport pursuant to the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Any extention of wastewater treatment services within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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10. Water Distribution System/Water Service

Moorhead and Oakport mutually agree that water services will be provided in accordance with the following:

a. Tract 2.

(i) <u>Moorhead Sole Provider</u>. Moorhead will be the sole provider of water in Tract 2 from any source outside of Tract 2. Water will be provided by Moorhead at such time as a water distribution system is constructed by Oakport in Tract 2.

(ii) Oakport to Finance, Construct and Own. Oakport will finance, construct and own the water distribution system within Tract 2. Upon the effective date of annexation, the water distribution system will automatically become the property of Moorhead at no cost to Moorhead free of any and all liens, encumbrances or continuing financial obligations arising out of the initial financing and construction of the water distribution system. Moorhead will not be responsible for and Oakport will hold Moorhead harmless on any and all liens, encumbrances, or continuing financial obligations incurred by Oakport for the water distribution system arising subsequent to its initial financing and construction unless the action out of which the lien, encumbrance, or continuing obligation arises has been approved by Moorhead.

(iii) <u>Compliance with Moorhead Specifications</u>. The water distribution system will be designed and installed to current Moorhead Public Service Department specifications

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for a water distribution system, be certified by a professional engineer as meeting Moorhead specifications, and be approved by the Moorhead Public Service Department and Minnesota State Health Department.

(iv) <u>Moorhead's Right to Verify/Inspect</u>. During the installation of the water distribution system, Moorhead has the right to verify compliance with Moorhead specifications. To ensure same, Moorhead will, at its expense through its Public Service Department or designee, inspect the water distribution system or any portion thereof throughout its installation.

(v) <u>Moorhead's Final Acceptance/"As Built" Plans</u>. Moorhead's final acceptance of the water distribution system or any portion thereof from Oakport is conditional upon receipt from Oakport's consulting engineer of a certificate of compliance with Moorhead's specifications satisfactory to Moorhead. Prior to final acceptance of the water distribution system or any portion thereof by Moorhead, a complete set of reproduceable "as built" plans for Oakport's water distribution system or any portion thereof must be provided Moorhead with the cost of the plans to be paid by Oakport.

(vi) <u>Moorhead to Operate, Maintain and Repair</u>. Moorhead will operate the water distribution system within Tract 2, and will maintain and repair the system. Moorhead will provide billing and accounts receivable collection. Oakport customers will pay for water services at rates set by Moorhead in accordance with Section 10.a.(vii) Oakport

-22-

will guarantee payment to Moorhead of any billing for water services provided by Moorhead to a customer(s) in Oakport.

(vii) <u>Customer Rates</u>. Customers in Tract 2 will pay 1-1/2 times the rate charged to similar-classed customers in Moorhead. Oakport will pay for hydrant charges as set by Moorhead Public Service Commission but in no event at a greater rate than charged to similarly-classed customers located outside of Moorhead.

(viii) <u>Water Connection Surcharge</u>. A \$500.00 water connection surcharge will be included in Oakport's original financing of the water distribution system and paid at the time of said financing to Moorhead based upon the following:

(a) A \$500.00 water connection surcharge per single-family residential lot for not less than 370 single-family residential lots; or

(b) A \$500.00 water connection surcharge per single-family residential lot against which the cost of the water distribution system will be spread at the time of the original financing if greater than 370 single-family residential lots.

(c) In the event that fewer than 370 singlefamily residential lots hook-up to the water distribution system at the time of initial construction, the water connection surcharge payment, pursuant to Section 10.a.(viii)(a), will be deemed to have been paid for the first 370 lots to actually hook-up to the water distribution system with no further water connection

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surcharge payment to be collected by Moorhead at the actual time of hook-up for said 370 lots. No additional minimum number of hookups will be imposed.

(d) Any water connection charges for extension of the water distribution system beyond the initial 370 hook-ups will be \$500 per single-family residential lot and be payable to Moorhead as a condition precedent to hook-up.

(e) The above requirement of not less than 370 single-family residential lots may be reduced by mutual consent of Oakport and the Moorhead Public Service Commission through resolution of each party.

(ix) <u>Special Assessment Procedures</u>. All benefitting property owners will be subject to special assessments in accordance with Minnesota Statutes Chapter 429 and Oakport's assessment procedures for a water distribution system, and connection charges relating thereto. In no event will a property owner be allowed to defer for any period any payment or portion thereof of any special assessment imposed upon the property owner as a result of the water distribution system within Tract 2.

(x) <u>Water Tap Permit/Plumbing Fees</u>. Prior to hook-up, the holder of a hook-up permit issued by the Oakport Joint Powers Board in accordance with Section 5.a.(i) must obtain a water tap permit from Moorhead and pay at the time of application any and all required permit and inspection fees. Moorhead will charge the same plumbing permit fee(s) as is

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charged to other similar classed property in Moorhead. Notification and a copy of the water tap permit will be provided by Moorhead to the Oakport Town Clerk and to the Oakport Joint Powers Board.

(xi) <u>Payment for Improvements to Moorhead Water Plant</u>. Customers in Tract 2 will pay for any improvements to the Moorhead water plant and water distribution system on the same basis and at the same level as similarly-classed customers in Moorhead except as provided in Section 10.a.(vii).

(xii) <u>Oakport to Comply with Moorhead Public Service</u> <u>Commission Rules</u>. Oakport will comply with Moorhead Public Service Commission rules and regulations governing water use, particularly as they relate to water conservation.

(xiii) <u>Oakport Agrees to Limit Service Area</u>. Oakport will agree to limit the service area of its water distribution system exclusively to Tract 2 unless otherwise mutually agreed to by Moorhead and Oakport pursuant to the Oakport Joint Powers Agreement, including a provision within the Agreement requiring the approval of the Moorhead Public Service Commission.

b. <u>Tract 3</u>. Any extension of water services within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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11. <u>Municipal Services</u>

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a. <u>Tract 2</u>. Upon the effective date of annexation of Tract 2, Moorhead will provide municipal services, including but not limited to, fire and police protection.

b. <u>Tract 3</u>. Any municipal services within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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12. Bike/Pedestrian Path

a. <u>Tract 2</u>.

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(i) <u>Moorhead to Accept Deeds of Dedication</u>. Moorhead will accept deeds of dedication at no cost to Moorhead from property owners along the Red River of a fifty (50) foot easement for the development of a bike/pedestrian path and for maintenance of the river bank.

(ii) <u>Property Owners Not Required to Dedicate</u> <u>Bike/Pedestrian Easement Prior to Hook-Up</u>. Property owners will not be required to dedicate a bike/pedestrian easement prior to hook-up to water and sewer services.

(iii) <u>Moorhead May Acquire Easements</u>. Upon the effective date of annexation of Tract 2, Moorhead, at its discretion, will acquire, for just compensation, those bike/pedestrian easements which have not been previously dedicated.

(iv) Conditions Affecting Installation of Bike/Pedestrian Path. The transfer of a bike/pedestrian easement from the property owners to Moorhead will be a transaction between Moorhead and property owners which will in no way involve Oakport. When and if installed, said bike/pedestrian path will be installed as close to the Red River as is feasible. Construction and maintenance of the bike/pedestrian path will be the responsibility of Moorhead. Maintenance of the fifty (50) foot easement, excluding the bike/pedestrian path, will continue as the responsibility of the property owners. A notice of intent to install the

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bike/pedestrian path will be sent to all property owners a minimum of sixty (60) days prior to the start of construction. Moorhead will enact an ordinance defining and controlling the use of the bike/pedestrian easement which will specifically prohibit loitering on the bike/pedestrian easement, trespassing on adjacent properties, and any act which could be deemed to be a public nuisance or a private nuisance. Moorhead agrees to indemnify, except for the intentional acts of property owners, and hold harmless any property owners against, and in respect of any and all liabilities property owners may incur as a result of claims by third parties as result of the use of a the bike/pedestrian easement by said third parties, or as the result of any trespassing by said third parties on property adjacent to the bike/pedestrian easement. For the purposes of this paragraph, "claims" will mean all claims, demands, third party actions, accounts, causes of action and judgments, known and unknown, developed and undeveloped, discovered and undiscovered, and "liability" will mean all losses, expenses, obligations, costs, (including defense costs) whether or not reduced to judgment.

b. <u>Tract 3</u>. Any bike/pedestrian path within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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13. <u>Sidewalks</u>

a. <u>Tract 2</u>. Moorhead agrees not to require the construction of sidewalks upon any single-family residential lot in existence on the effective date of this Joint Resolution. The construction of sidewalks as may be petitioned for by a property owner or as may be required pursuant to zoning, subdivision and land use control regulations, will be in accordance with the Oakport Joint Powers Agreement.

b. <u>Tract 3</u>. Any sidewalks within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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14. Platting

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Moorhead agrees not to require the platting or replatting of any single-family residential lot in existence on the effective date of this Joint Resolution. Future platting or replatting as may be required pursuant to zoning, subdivision and land use control regulations, will be in accordance with the Oakport Joint Powers Agreement.

15. Flood Protection

Certain property located within the Orderly Annexation Area is subject to periodic flooding. Moorhead will assume no obligation for unique or extraordinary flood protection in these areas. Oakport acknowledges that flood control measures will be implemented at Moorhead's sole discretion consistent with flood control measures implemented in other areas of Moorhead. Oakport further acknowledges that certain flood control measures implemented by Moorhead may in limited instances adversely impact property located within the Orderly Annexation Area.

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16. <u>Street Right-of-Way/Design Standards/Clay County Roads and</u> <u>Bridges</u>

a. <u>Tract 2</u>.

(i) <u>Oakport Roads to Remain "As Is"</u>. All existing Oakport roads and cartways, together with their related ditch and culvert type storm sewer drainage, will remain "as is."

(11) Existing Roads May Be Improved Yet Retain Present Design. Any existing Oakport road or cartway within Tract 2 May be hard surfaced and retain its present design.

(iii) <u>Construction of Roads to be in Accordance with</u> <u>Oakport Joint Powers Agreement</u>. Any future construction of Oakport roads or cartways within Tract 2 will be developed in accordance with the zoning, subdivision, and land use regulations pursuant to the Oakport Joint Powers Agreement.

(iv) <u>Street Design and Storm Drainage to be in</u> <u>Accordance with Oakport Joint Powers Agreement</u>. Street design and storm drainage system standards will be developed in accordance with the Oakport Joint Powers Agreement.

(v) <u>Clay County Continuing Responsibility</u>. All roads and bridges within Tract 2 which are presently under the jurisdiction of Clay County will continue to be the responsibility of Clay County for the purpose of maintenance, repair and replacement.

b. <u>Tract 3</u>. Any actions with respect to roads/bridges, cartways and storm drainage within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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17. Electric Service

Moorhead Public Service Department will provide electric service, including street lighting, in accordance with the following:

a. <u>Tract 2</u>. At the time of the effective date of annexation of Tract 2, Moorhead will:

(i) Option to Allow Electric Provider Other Than <u>Moorhead Public Service Department</u>. Take such action as may be necessary to allow Red River Valley Coop Power Association, Northern States Power Company, or other electrical service provider to continue to provide electrical service within Tract 2; and/or

(11) <u>Moorhead Public Service Department to</u> <u>Provide Electric Service</u>. Provide electrical services to Tract 2. This may include purchasing the rights or the facilities of Red River Valley Coop Power Association, Northern States Power Company, or other electrical service provider with all costs of purchase paid by the Moorhead Public Service Department.

b. <u>Moorhead Public Service Department to Provide</u> <u>Electric Service</u>. Should Moorhead elect to provide electric service within Tract 2 pursuant to Section 17.a.(ii) above:

(i) <u>Customer to Pay Rates Equivalent to Those of</u> <u>Similar Classed Customers in Moorhead</u>. The electric customers within Tract 2 will pay the rates of similar--classed electric users in Moorhead.

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(ii) <u>Customer Required to Pay Surcharge for</u> <u>Rights or Facilities Purchased by Moorhead</u>. If the Moorhead rate for a similar-classed customer is less than the rate charged by the previous electrical supplier, the Tract 2 customer will pay 1/2 the difference in rates to help Moorhead pay for the rights or facilities purchased to provide service. The customer will continue to pay this fee as adjusted from time to time pursuant to Section 17.b.(iv) until such time that the investment is paid off.

(iii) <u>Customer Not Required to Pay Surcharge for</u> <u>Rights or Facilities Purchased by Moorhead</u>. If the Moorhead rate for a similar-classed customer is greater than the rate charged by the previous electrical supplier, Moorhead will: not require the customer to pay for any rights or facilities purchased by Moorhead to provide Tract 2 customers with electrical service.

(iv) <u>Surcharge Adjusted From Time to Time</u>. Any surcharge described in Section 17.b.(ii) will be adjusted from time to time as changes occur in the rates charged by the respective electrical service providers involved.

c. <u>Tract 3</u>. Any electric service within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

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18. Recordation/Run With Land

Moorhead and Oakport agree that by recording this Joint Resolution in the Clay County Recorder's Office it is intended that the agreements contained in this Joint Resolution run with the land.

19. Modifying/Amending Joint Resolution

The parties to this Joint Resolution agree that this agreement will not be modified or amended, nor will the stated boundaries be altered unless mutually agreed to through resolution of each party and approved by the Minnesota Municipal Board.

20. With Respect to Interpretation of this Joint Resolution

a. <u>Event of Conflict</u>. In the event of conflict, both parties agree to negotiate in good faith to resolve any differences between them.

b. <u>Impasse/Binding Arbitration</u>. If either party declares that an impasse has been reached, then both parties agree to submit the matter to binding arbitration.

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21. Ordering in of Annexation

Upon receipt of an Initiating Resolution under this Joint Resolution, the Minnesota Municipal Board may review and comment, but will, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

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22. Oakport/Moorhead Cooperation

Oakport and Moorhead resolve to fully cooperate with the Minnesota Municipal Board in connection with this Joint Resolution and agreements therein.

PASSED AND ADOPTED by the Town Board of Moorhead, Minnesota,

this 12 day of <u>February</u> 19<u>90</u>.

APPROVED BY:

Town Board Chair

ATTEST:

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(XSEATAXX)

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PASSED by the City Council of the City of Moorhead this 25" day of _________ 19 90.

APPROVED BY:

Moning L. Lann

ATTEST:

HO & Buckhols E. BUCHHOLZ, City Clerk (SEAL)

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LIST OF EXHIBITS

Exhibit A:	Point of Water Distribution System Connection
Exhibit B:	Point of Wastewater Collection System Connection
Exhibit C:	Legal Description of Tract 2
Exhibit D:	Legal Description of Tract 3
Exhibit E:	Map of Tract 2 and Tract 3
Exhibit F:	List of Assigned Lots
Exhibit G:	List of Unassigned Lots
Exhibit H:	Drawings of Utility Hookup Numbers Numbers 1-360 Assigned Lots (Developed) Numbers 361-456 Assigned Lots (Vacant) Numbers 457-540 Unassigned Lots

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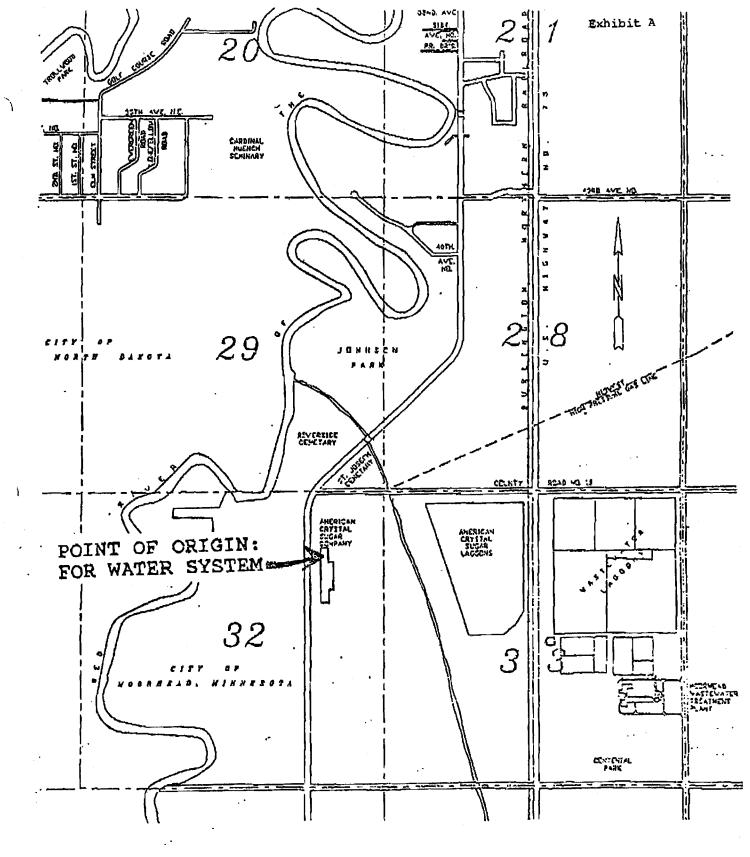
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EXHIBIT A TO JOINT RESOLUTION (TRACT 2/3) POINT OF WATER DISTRIBUTION SYSTEM CONNECTION

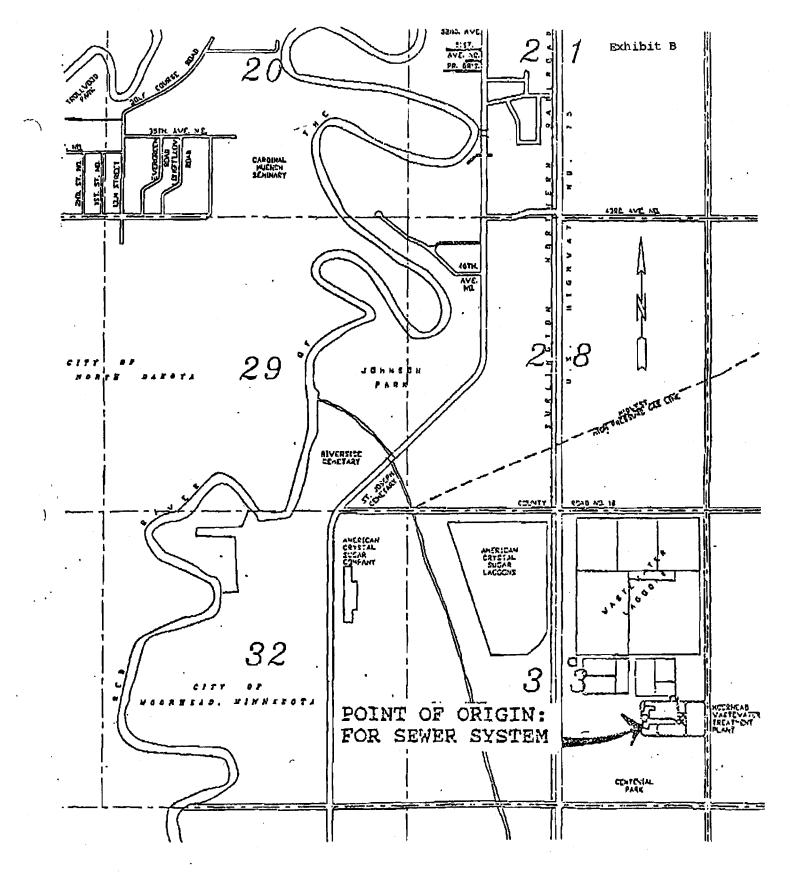
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EXHIBIT B TO JOINT RESOLUTION (TRACT 2/3) POINT OF WASTEWATER COLLECTION SYSTEM CONNECTION



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EXHIBIT C TO JOINT RESOLUTION (TRACT 2/3)

LEGAL DESCRIPTION OF TRACT 2

The following described property constitutes the real estate designated as Tract 2:

- a. The south 754 feet of the SW 1/4 of Section 16, and;
- b. A triangular shaped parcel described as beginning 749.7 feet north of the SW corner of Section 16, thence north 965.54 feet, thence southeasterly 228.98 feet, thence northeast 7 feet, thence south 181.53 feet, thence southeast 898.68 feet, thence west 852.56 feet to point of beginning, and;
- c. The west 1518 feet of the NW 1/4 of Section 17, and;
- d. The portion of the south half of Section 17 lying north of the Red River of the North, and;
- e. The portion of Section 18 lying east and north of said river, and;
- f. The portion of Section 19 lying east and north of said river, and;
- g. The portion of Section 20 lying north and east of said river, and;
- h. The portion of the west half of Section 21 lying east of said river, and;
- i. The portion of the NW 1/4 of the NW 1/4 of Section 28 lying east of said river, and;
- j. The portion of the NE 1/4 of the NE 1/4 of Section 29 lying east of said river, and;
- k. The Palmer Nymark property in Government Lots 3 and 4 described as two parcels:
 - The first parcel described as beginning at a point 14 feet west of the Southeast Corner of Government Lot 3, thence West 200 feet on the north line of Government Lot 3, thence North 554.5 feet parallel to the east line of Section 29, thence East 200 feet to a point 14 feet west of the east line of Section 29, thence South 554.5 feet to the point of beginning.
 - 2. The second parcel described as beginning at the Northeast Corner of Government Lot 4, thence West 7.50 chains (approximately 495 feet) on the north line of Government Lot 4, thence S 2°45' E a distance of 8.52 chains (approximately 562.3 feet); thence N 44° E a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the east line of Section

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29, thence North 1.32 chains (approximately 87.1 feet) on the east line of Section 29 to the point of beginning, and;

- 1. The Moorhead Rod and Gun Club property described as two parcels:
 - 1. The first parcel beginning at the Northwest Corner of Section 33, thence South 456.9 feet on the west line of Section 33, thence East 286 feet, thence North 456.9 feet to the north line of Section 33, thence West 286 feet on the north line of Section 33 to the point of beginning.
 - 2. The second parcel described as beginning at the Northeast Corner of Section 32, thence West 254.69 feet on the north line of Section 32 to a point of intersection with the north bank of Clay County ditch 41, thence southeasterly along the said ditch bank to a point of intersection with the east line of Section 32 thence North 384.00 feet more or less on the east line of Section 32 to the point of beginning.

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EXHIBIT D TO JOINT RESOLUTION (TRACT 2/3) LEGAL DESCRIPTION OF TRACT 3

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The following described property constitutes the real estate designated as Tract 3:

a. The west half of the east half of Section 16, and;

- b. The west half of Section 16, less south 754 feet of the SW 1/4 and less the triangular shaped parcel described as beginning 749.7 feet north of the SW Corner of Section 16, thence North 965.54 feet, thence southeasterly 228.98 feet, thence northeast 7 feet, thence south 181.53 feet, thence southeast 898.68 feet, thence west 852.56 feet to the point of beginning; and
- c. The north half of Section 17 less the west 1518 feet, and;
- d. The west half of the east half of Section 21, and;
- e. The west half of the east half of Section 28.

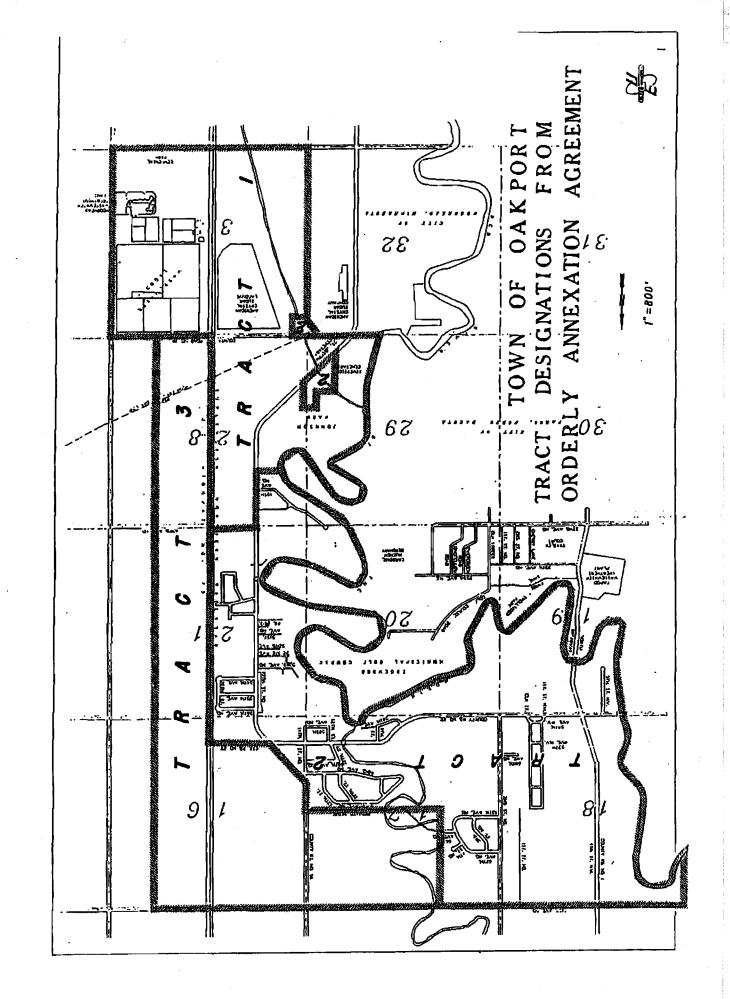
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EXHIBIT E TO JOINT RESOLUTION (TRACT 2/3)

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MAP OF TRACT 2 ABD TRACT 3



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EXHIBIT F TO JOINT RESOLUTION (TRACT 2/3)

LIST OF ASSIGNED LOTS

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TOWN OF OAKPORT

UTILITY HOOK-UP NUMBERS

LIST OF ASSIGNED LOTS

NUMBERS 1-360 DEVELOPED LOTS NUMBERS 361-456 VACANT. LOTS

NUMERICAL LIST

ÜLTEIG ENGINEERS, INC. FARGO, NORTH DAKOTA

JANUARY 8, 1990

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The following parcels constitute the "Assigned Lots" as herein defined:

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,		i Nocaen's ist	Z	X010-290-52 09595 NH	HOOKHEVD	BUNBAN HIPS HINON SOBI	AO Renshav, Dennis A.
		Jet a'muadam I	τ	1010-290-22 09595 NH	NOORHEAD	3003 NUMBER AND SOLT	739 Sack, Gary
		z'eoutsiedD	5	HA 2020-27-041-0104	MOORERD	JONANK Z/T-25 HLHOR BOST	38 Coustns, John A.
		2 ^{mozj} z[9d2	3	1010-140-52 09595 NH	UASHROOH	TEOR NORTH SZ-L/2 AVENUE	37 Brevsler, Elly P.
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		s'mostaled)	τ	1010-260-EZ 09595 NN	HOOBIEVD	S301 COUNTY HIGHWAY 96 KORTH	35 Lambrecht, Victor
	57			XX 20200 53-057-5207	KOOBHEYD -	THON NOSLH 23BD INERNE	34 Hendt, Gary
	Z			KN 20200 53-057-5205	NOORNELD	JONGAN ONES HANDA FOST	13 Wendt, Daniel
	TZ			HR 20200 53-057-5200	KOOKHEYD	JOHJAT ONES HUNOK TOST	22 RCCano, James
	57			9762-720-62 09595 NM	HOOSHEVD	trov north 22-1/2 yrenne	.3 blenod (trevers 15.
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	51			8162-120-52 09595 NH	GARHEAD	TOUR NORTH STAD AVENUE	29 Reski, Thomas E.
	72			LIEZ-120-EZ 09595 NW	HOOSHEYD	1004 NORTH SZND AVENUE	28 Suhr, Hark R.
	77			VIEZ-IZO-EZ 09595 NK	KOOKHEYD	BU 3 BOX 33	27 Harquert, John P.
	12			STEZ-120-EZ 09595 NK	(123HBOOH	S205 COUNTY HIGHMAN 96 HORMAN	26 Andrew, Brian K.
	ĨZ			ETEZ-120-EZ 09595 NN	HOOSHEVD	JUNIAN ONZS HINON SILL	25 Rood, John H.
	57			ZIEZ-120-12 09595 NH	GAZRACON	LIDO COULLA HIGHNYA 30 NOBLI	C WEITY 'LITH 62
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noidittee legal bescription	57			LOEZ-120-EZ 09595 NON	UASPERD	1415 NOKLH ZIZL VARME	22 Schwindt, Wilton
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	រា			0/02-120-62 81186 W	TILLIIS	JONSIAN HIGE HLOOS LOVE	18 Griffio, Cecil E.
	TZ	•		HON 26560 23-021-2404	MOORHEAD	HINON OG ANNEL ALLON OF BOSS	17 Correll, Lloyd A.
	12			SOPS-TZO-EZ 09595 NN	HOOBIEVD	SZIE COUNTY HIGHWAY 96 NORTH	16 COLLEIL, HELLE P.
229Dizua	57			IN 41135 23-051-5403	ENTHANTITE		15 fargo-Hoorhead Radio, Inc.
	TZ			RN 26260 33-031-5405	HOOKHEYD	SOOR CODILY HIGHWAY SE NORTH	14 Shasky, Janes D.
	51			101-51-051-5401	ROOBIEVD	HENON 96 ARMUDIN ALMOOD 1005	13 Larson, liarver S.
	12			100 20200 33-031-3100	NOORIEFD	HIRON 36 YAMABIH YINUOO 1081	IS WILLER, Narcella
	77			800/2-120-22 E0185 CH	LYBOO	LIJELS DEC HLOOS ETST	11 Gesell, Evelyn J.
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see Legal Description	52			E014-620-62 09595 NH	HOOSIEED	88 3 BOX 8	9 Nymark, Palmer J.
See Legal Description		old Trail Estates	13	CT10-540-52 09595 NH	HOOIGIEYD	tor routh for anti-	7 Sliper, Norma L.
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83 Wendt, Dale

84 Horris, Allan E.

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Hookup	Name	Address	City	st	Zip	Parcel	No	Lot	Block	Subdivision
43	Kruse, Robert H.	1909 NORTH 54TH AVENUE	Hoorhead	KD)	56560	23-062	-0105	5	1	McCano's 1st
44	Crist, Wilbur D.	1913 NORTH 54TH AVENUE	Hoorhead	hN	56560	23-062	-0106	6	1	NcCann's 1st
45	Jacobsen, Wayne R.	5404 NORTH 20TH STREET	hoorhead	HBN	56560	23-062	-0107	7	1	HcCann's 1st
46	Walz, Doneld N.	5408 NORTH 20TH STREET	NOORHEAD	łłk	56560	23-062	-0108	8	1	McCann's 1st
47	Batterman, Larry G.	5508 NORTH 20TH STREET	Hoorhead	H	56560	23-062	-0109	9	1	AcCann's 1st
48	Watkins, Richard E., Jr.	5512 NORTH 20TH STREET	HOORHEAD	X	56560	23-062	-0110	10	1	McCann's 1st
49	Roy, Samuel H.	2008 NORTH SETH AVENUE	HOORHEAD	HQÌ	56560	23-062	-0111	11	1	McCann's 1st
50	Lindgren, Richard C.	RR 3 LIBERTY DRIVE	HOORNEAD	KN	56560	23-062	-0112	12	1	McCano's 1st
51	Alexander, Marion W.	1908 NORTH S6TH AVENUE	HOORHEAD	HEN	56 560	23-062	-0113	13	1	HcCann's 1st
52	Typkiw, Micbael	1812 NORTH SETH AVENUE	HOORHEAD	H21	56560	23-062	-0114	14	1	McCann's 1st
53	Gullickson, Gerald 6.	1804 NORTH S6TH AVENUE	NOORHEAD	HW	56560	23-062	-0115	15	1	McCann's 1st
54	Taylor, Ardell E.	1708 NORTH S6TH AVENUE	MOORHEAD	HN	56560	23-062	-0116	16	1	McCann's 1st
55	Klev, Warren D.	1709 NORTH SETH AVENUE	MOORHEAD	NDK	56560	23-062	-0201	1	2	NcCann's 1st
56	Sunde, Charles E.	1805 North 56th avenue	NCORHEAD	ЯЮ	56560	23-062	-0202	2	2	McCann's 1st
57	Skauge, Hartvig W., Jr.	1809 NORTH SETH AVENUE	HOORHELD	HR	S6560	23-062	-0203	3	2	HcCano's 1st
58	Bonaldson, David J.	1905 NORTH S6TH AVENUE	Hoorhead	ВN	56560	23-062	-0204	4	2	McCann's 1st
59	Garberg, Bryan J.	1909 NORTH 56TH AVENUE	NORHEAD	KON	56560	23-062	-0205	5	2	ScCana's 1st
60) Heinicke, Daniel J.	1912 NORTH 55TH AVENUE	Hoorhead	ЖN	56560	23-052	-0206	6	2	McCann's 1st
61	Reinan, John C.	1908 NORTH 55TH AVENUE	NOORHEAD .	MN	56560	23-062	-0207	7	2	HcCann's 1st
67	2 Boyle, Delbert A., Jr.	1812 NORTH SSTH AVENUE	Moorhead -	HN	56560	23-062	-0208	8	2	McCann's 1st
63	Corbert, Weodell L., Jr.	1804 North 55th Avenue	HOORLIEAD	KN	56 56 0	23-062	-0209	9	2	AcCann's 1st
64	l Nveten, O. Weslie	1708 NORTH 55TH AVENUE	MOORLIEAD	HON	56560	23-062	-0210	10	2	HcCaon's 1st
65	Nicklay, Harvia	1709 NORTH SSTRE AVENUE	MOORIJEAD			23-062		1	3	McCann's 1st
	Burgess, Robert S.	1805 NORTH 55TH AVENUE	Hoorhead	ЮN		23-062		2	3	NcCann's 1st
	Kahl, David H.	1809 NORTH 55TH AVENUE	HOORHEAD	KN		23-062	-	3	3	McCann's 1st
	Kern, John J.	1905 North 55971 Avenue	NOORI(EAD	K0ł		23-062		4	3	McCann's 1st
69	Swart, Dirk F.	PO BOX 1586	FARGO	ND		23-062		5	3	AcCaon's 1st
70	Stern, Mark	1912 NORTH 54TH AVENUE	Hoorijeld	MN	56560	23-062	-0306	6	3	HcCaun's 1st
71	Bruha, Joel B.	1908 NORTH 54TH BVENUE	Hoorhead	KON	56560	23-062	-0307	7	3	NcCann's 1st
72	Littlefield, Kendall H.	1812 NORTH SATH AVENUE	HOORHEAD	ЖW	56560	23-052	-0308	8	3	McCann's 1st
<i>רז</i>	Hikkelsen, Gary L.	1804 North 54th Avenue	HOORHEAD	łDł	56560	23-062	-0309	9	3	McCann's 1st
74	Sather, Lyle B.	1709 NORTH SATH AVENUE	HOORHEAD	KN		23-062		10	3	KcCann's 1st
75	Hendt, Gary	1404 NORTH 53RD AVENUE	Moorhead	MN		23-063		1	1	HeCann's 2nd
76	Holony, Michael L.	5401 North 17th Street	Hoorhead	XM	-	23-063		5	1	McCann's 2nd
77	Richardson, Mark F.	5409 North 17th street	NOORNEYD	MN		23-063		7	1	NcCann's 2nd
	Elliott, Ronald A.	5417 NORTH 17TH STREET	HOORHEAD	HON		23-063		9	1	KcCano's 2nd
	Harmon, Bruce L.	SSOS NORTH 17TH STREET	NOORHEAD			23-063		11	1	McCann's 2nd
80	Nelson, Gregory M.	5513 NORTH 17TH STREET	NOORHEAD	HN		23-063		13	1	HcCann's 2nd
	Konson, Wesley L.	5605 NORTH 17TH STREET	MOORHEAD			23-063		14	1	NcCann's 2nd
62	2 Dohnke, Roger B.	5609 NORTH 17TH STREET	MOORIJEAD	HQN	56560	23-063	-0115	15	1	HeCann's 2nd

HOORHEAD

HOORHEAD

5613 NORTH 17TH STREET

409 WALL STREET AVENUE NORTH

HN 56560 23-063-0116 16

KN 56560 23-056-0107 F

HcCann's 2nd

Dwyer's

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Section Vacant Remarks

See Legal Description See Legal Description See Legal Description See Legal Description See Legal Description

See Legal Description

Section Vacant Remarks	See Legal Description	See Legal Description					61	51	19										Z Lots Combined	See Leyal Description	See Legal Description	See Legal Description		See Legal Description	See Legal Description	See Legal Description	See Legal Description	See Legal Description	See Legal Description	See Legal Description	See Legal Description	18	16	18	18	16	. 81	16	18	18	18 See Legal Description	18 See Legal Description
Block Subdivision	Duyer's	Owyer's	Dwyer's	Duyer's	Durger's	Dryer's				Riverside Acres	Riverside Acres	Riverside Acres	Riverside Acres	Riverside Acres	Riverside Acres	Larson's	Larson's	Larson's	Oakwood Kanor	Oaknood Hanor	Oaknood Manor	Oaknood Hanor	Oakrood Manor	Dakwood Manor	Oakwood Hanor	Oakwood Manor	Oakybod Nanor	Calorood Nanor	Calmood Nanor	. Oakwood Nanor	Cakwood Nanor											
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Parcel No	23-056-0108	23-056-0101	23-056-0109	23-056-0106	23-056-0104	23-056-0105	23-019-1801	23-019-1800	23-019-2102	23-085-0107	23-085-0106	23-085-0105	23-085-0104	23-085-0103	23-085-0118	1010-650-52	23-059-0102	23-059-0103	23-065-0201	23-065-0701	23-065-0103	23-065-0104		23-065-0109	23-065-0112	23-065-0301	23-065-0303	23-065-0306	23-065-0309			23-018-0265	23-018-0264	23-018-0263	23-018-0262	23-018-0260	23-018-0259	23-016-026	23-010-0257	23-018-0256	23-018-0255	23-018-0252
st zip	NR 56560	NAV 56560	NN 56560	47 96008	NN 56560	NN 56560	ND 58103	HDN 56560	MN 56560	NN 56560	HN 56560	NN 56560	NOV 56560	NDK 56560	NN 56560	MN 56560	MN 56560	MA 56560	NAV 56560	NN 56560	HR 56560	NN 56560	HON 56560	HN 56560	H04 56560		HN 56560	KN 56560	KN 56560	HBI 56560	HR 56560	NN 56560	NN 56560	HN 56560	HDK 56560	HN 56560	HN S6560	MN 56560	NU S6560	HAN S6560	HDK 56560	MN 56560
city	HOORIEAD	HOORHEAD	MOORHEAD	BELLEVUE	MOORNEAD	HOORHERD	FARGO	HOORHEAD	MOORHEAD	MOORIEAD	MOORHEAD	HOORIEAD	MOORHEAD	ROORIETE	MOORHEND	MOORIERD	NOORIEND	MOORHEAD	HOORIERD	MOORHEAD	NOORIEND	MOORHEAD	MOORNEND .	MOORIERD	HOORIEND	HOORHEAD	MORHERD	HOORNEAD	HOORNEAD	MOORIEAD	HOORDEAD	HOORHEND	HOORHEAD	HOORUIEAD	HOORNEAD	NOORHEAD	MOORNEAD	HOORNEND	MOORHEAD	MOORNEAD	MOORHEAD	NOORHEAD
Address	313 VALL STREET AVENUE NORTH	HLUNG BARKEL PARKER NOKLY	HLUND ANTA LESSING MOLAN TOL	832 - 170 T H PLACE NE	205 GALL STREET AVENDE NORTH	201 HALL STREET AVENUE NORTH	1342 SOUTH BITH STREET	RR 3 BOX 262	FIS	5608 NORTHNEST STH STREET	H S	55 6 NORTHMEST STH STREET	5508 NORTHAEST STH STREET	5412 NORTHWEST 5TIJ STREET	5308 NORTHNEST 5TH STREET	RR 3 BOX 181	RR 3 BOX 261	104 WALL STREET AVENUE NORTH	S704 NORTHAEST 1ST STREET	5704 ELH STREET NORTH	5801 NORTHATEST 1ST STREET	5005 NORTHHEST 1ST STREET	5809 NORTHATEST 1ST STREET	5913 Horthwest 1st Street	6005 NORTHREST JST STREET			5820 HORTHHEST 1ST STREET	5817 ELM STREET NORTH	sk b northwest 59th avenue	RR 3 BUX 250	304 WALL STREET AVENUE NORTH	Ê	5801 NORTHAEST 4TH STREET	Ê	5911 NORTHEST 4TH STREET	6101 NORTHHEST 4TH STREET	6111 NORTHEST 471 STREET	6119 NORTHMEST 4TH STREET	6201 NORTHMEST 4111 STREET	ŧ,	6301 Northwest 4th Street
and Nuckup Kane	85 klauck, Roger 8.	B6 [hús, Jack	87 Svanson, Paul O.	UB Anderson, Birger O.	89 Dackter, Glen E.	90 Dobervích, Dauiel D.	91 Bonk, A. I.	92 Kunner, Jay N.			95 Stein, Elmer L.		97 Swenson, Robert D.	98 Bryan, William P.	99 Young, Jeffrey S.	100 Larson, Michael P.	101 Narcington, Larry	102 Rick, Roy N.	103 Carlson, Charles H.	104 Guttormson, Stephen H.	105 Barth, kradford L,	106 Sundquist, Ronald	107 Bourcy, Arlo E.	108 Paulsen, David R.	109 Schulte, David H.	110 Nansen, Richard L.	111 Oicn, Stevener. Gruenberg	112 Notfaan, Russell J.	113 Halbur, Leon H.	114 McCollum, Mark & D. Stock B NORTHNEST 59TH AVENUE	115 Johnson, David B.	116 Nurner, Orval H.	117 Pavlicek, Stephen Lee	118 Festes, Nichael N.	119 Ashmore, Deslyn A.	120 Dicicco, Carlo	121 Bryson, Narlem 4.	122 Doxey, Frederick	123 Meester, Kenneth J.	124 Carlson, Robert B.	125 Holtgard, Wilfred E.	126 Beaton, John E.

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ınk	Hookup Name	Address	City	St Zip	Parcel No	Lat	Bloc	k Subdivision	Section	Vacant	Remarks
	127 Dickerson, Rick	6305 Northwest 4th street	HOORHEAD	HN 56560	23-018- 0251				18		
	128 Ramsett, John S.	6309 NORTHWEST 4TH STREET	NOORHEAD	YIN 56560	23-018-0250				18		
	129 Beusen, Irene	6401 NORTHWEST 4TH STREET	HOORHEAD	NB 56560	23-018-0249				18		
	130 Helm, Wesley L.	RR 1 BOX 193	HAWLEY	ION 56549	23-018-4302				18		
	131 Schenck, Harris R.	6008 NORTHWEST 4TH STREET	NOORHEAD	NK 56560	23-018-0208	٠			18		
	132 Knorr, Geover E.	6104 Northwest 4th street	HOORHEAD		23-018-0207				18		
	133 Singleton, Clayton II.	6108 NORTHWEST 4TH STREET	NOORHEAD	MN 56560	23-018-0206				18		
	134 Finke, Herlin A.	6112 NORTHHEST 4TH STREET	HOORIGAD		23-018-0205				18		
	135 Davis, Norman	6116 NORTHWEST 4TH STREET	HOORNEAD		23-018-4604				18		
	136 Salokar, Edward	6204 NOBTHWEST 4TH STREET	HOORHELD		23-018-0261				18		
	137 Nordick, Dale E.	6212 NORTHWEST 4TH STREET	NOORHEAD		23-018-4603				18		
	138 Haglund, Roger	6304 NORTHWEST 4TH STREET	HOORHEAD	NN 56560	23-018-4602				18		
	139 Jenks, Terry	6308 NORTHWEST 4TH STREET	MOORHEAD	XN 56560	23-018-4609				18		,
	14D Nelson, Steven W.	6312 NORTHWEST 4TH STREET	HOORHEAD	IN 56560	23-018-4601				18		
	141 Page State Bank		PAGE	ND 58064	23-018-4401				18		
	142 Reitmeier, Delbert H.	109 HORTH GOTH AVENDE	HOORHEAD	101 56560	23-018-4403				18		
	143 Nollenhoff, Michael L.	105 NORTH GOTH AVENUE	NOORHEAD	MR 56560	23-018-4404				18		
	144 Solien, Vernoo L.	101 NORTH GOTH AVENUE	MOORHEAD		23-018-4406				18		
	145 Haugen, Harold O.	116 NORTH GOTH AVENUE	MOORHEAD		23-018-4405				18		
	146 Knudson, Howard L.	6413 NORTHWEST 4TH STREET	MOORHEAD	HN 56560	23-018-0248				18		
	147 Slagle, Robert C.	6421 NORTHWEST 4TH STREET	KOORHEND	KIN 56560	23-018-0247				18		
	148 Ellingson, Jarome B.	6425 NORTIMEST 4TH STREET	HOORSIELD	KN 56560	23-018-0246				16		
	119 Novitson, Rex A.	6501 NORTHWEST 4TH STREET	KOORINEAD	NN 56560	23-018-0245				18		
	150 Freeland, Peter	6513 NORTINEST 4TH STREET	MOORHEAD	HN 56560	23-018-0244				18		
	151 Ellingson, Duane L.	6605 NORTIMEST 4111 STREET	HOORIJEAD	NN 56560	23-018-0243				18		
	152 Larson, Halfred L.	6613 NORTHWEST 4TH STREET	HOORNEAD	NR 56560	23-018-0242				16		
	153 Kratky, Frank L.	6604 NORTHWEST 4111 STREET	NOORIEAD	MN 56560	23-018-1201				18	÷.,	See Legal Descri
	154 Kaste, Orvis D.	6401 NORTH 2ND STREET	HOORNEAD	MN 56560	23-078-0118	15	1	Olmstead's 1st			
	155 Nakola, Gerald L.	RR 3 BOX 202	SCORIIEAD	NN 56560	23-078-0117	14	1	Olmstead's 1st			
	156 Reveling, Gary L.	6409 NORTH 200 STREET	HOORHEAD	MR 56560	23-078-0116	13	1	Olmstead's 1st			
	157 Narestad, Julian H.	RR 3 BOX 204	HOORHEAD	MN 56560	23-0/8-0115	12	1	Olustead's 1st			
	158 Johnson, Burton	RR 3 BOX 205	HOORIEND	KN 56560	23-078-0114	11	1	Olmstead's 1st			
	159 Richards, Robert E.	6509 North 2ND Street	HOORHEAD	MN 56560	23-078-0113	10	1	Olmstead's 1st			
	160 Soderstrom, David R.	6601 NORTH ZND STREET	NOORHEAD	NN .56560	23-078-0112	9	1	Olmstead's 1st			
	161 Abdallab, Mounir I.	1915 SOUTH 23RD AVENUE	MOORHEAD	KON 56560	23-078-0111	8	1	Olastead's 1st			
	162 Wilson, Arthur H., Jr.	RR 3 BOX 209	NOORHEAD	NN 56560	23-078-0110	7	1	Olmstead's 1st			
	163 Olmstead, Lawrence D.	6701 NORTH ZND STREET	NOORHEAD	MN 56560	23-078-0109	6	1	Olnstead's 1st			
	164 McGarvey, Mark A.	PO BOX 2163	BISHARCK	ND 58502	23-078-0107	4	1	Olestead's 1st			See Legal Descri
	165 Pearson, Duane	6809 North 2nd Street	hoorhead ,	MN 56560	23-078-0106	4	1	Olmstead's			See Legal Descri
	166 Jamison, Robert J.	RR 3 BOX 235	NOORHEAD	IN 56550	23-078-0105	3	1	Olmstead's 1st			See Legal Descri
	167 Cowlen, Halter L.	6905 NORTH 200 STREET	MOORNEAD	NN 56560	23-018-1822			•	18		See Legal Descri
	168 Stenerson, Fred G.	6917 NORTH 2ND STREET	HOORHEAD	HN 56560	23-078-0102	2	1	Olestead's 1st			See Legal Descri

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.nk	Hookap Name	bddress	City	St Zip	Parcel No	lot	Bloc	k Subdivision	Section	Vacant	Remarks
	169 Edwards, Heston F.	6921 North 2nd Street	NOORHEAD	NN 56550	23-078-0103	2	1	Olastead's 1st			See legal Description
	170 Nolte, Bernard J.	109 NORTH 71ST AVENUE	NOORHEAD	NN 56560	23-078-0101	1	ำ	Olmstead's 1st			•
	171 Sanford; Meline	105 NORTH 71ST AVENUE	MOORHEAD	HN 56560	23-018-1820				18		
	172 Streifel, John R.	101 NORTH 715T AVENUE	HOORHEAD	KN 56560	23-018-1813				18		
	173 Hartinson, Roy A.	6912 NORTH 1ST STREET	MOORHELD	MN 56560	23-018-1819				18		
	174 Johnson, Orville J.	RR 1 BOX 32	MOORIJEAD		23-018-1812				18		
	175 Buckley, John N.	6904 NORTH 1ST STREET	MOORHEAD	NN 56560	23-018-1809				18		
	176 Staber, Michael	6808 NORTH 1ST STREET	HOORNELD	101 56560	23-018-1811				18		
	177 Haanum, Kichael D.	RR 1	HOORHEAD	HN 56560	23-018-1810				18		
	178 Staber, Michael	6808 NORTH 1ST STREET	HOORHEAD	NN 56560	23-018-1807				18		1
	179 Rogness, Elvin O.	RR 1 BOX 70	CHASELEY	ND 58423	23-018-1104			•	18		
	180 Sorenson, Wesley	6805 NORTH 1ST STREET	HOORHEAD	NN 56560	23-018-1101				18		
	181 Boudreau, Gordon	309 – 3rd street NH	CHISHOLM	NN 55719	23-018-1805				18		
	182 Ronsberg, David	6901 NORTH 1ST STREET	MOORNEAD		23-018-1827				18		
	183 Dakota First Capital	PO BOX 2866	EARGO	ND 58106	23-083-0101	1	1	Quarter Banch			
	184 Schwindt, Nichsel S.	7 NORTH 71ST LVENUE	HOORHEAD	MN 56560	23-018-1802				18		
	185 Rossett1, Minnie Z.	3 NW 71ST AVENDE	MOORHEAD	MN 56560	23-016-1801				18		
	186 Benson, Lillian E.	9 NW 71ST AVENUE	HOORHELD	HR 56560	23-018-1860				18		
	187 Johnson, Horris V.	15 NH 71ST AVENUE	MOORHEAD	NN 56560	23-018-1821				18		
	188 Othe, Dennis	1316 NORTH SOTH AVENUE	NOORHEAD	MN 56560	23-068-0101	1.	1	Odegard			
	189 Albertson, Edwin H.	1312 HORTH 58TH AVENDE	HOORINEED	XN 56560	23-068-0102	2	1	Odegard			
	190 Sipe, Albert E., Jr.	1308 NORTH SBTH AVENUE	HOORHEAD	MN 56560	23-068-0103	3	1	Odegard			
	191 Olslund, Lewis L.	1304 NORTH 58TH AVENUE	MOORHEAD	NN 56560	23-068-0104	4	1	Odegard			
	192 Makela, Melvin C.	1208 North Sbth Avenue	MOORHEAD	MN 56560	23-068-0105	5	1	Odegard			
	193 Drooks, Richard	1313 NORTH 58TH AVENUE	MOORNEAD	KN 56560	23-068-0201	1	2	Odegard			
	194 Jensen, Donnis D.	1309 NORTH SOTH AVENUE	NOORHEAD	KN 56560	23-068-0202	2	· 2	Odegard			
	195 Hoag, H. & J. Colstad	3490 WEST HAIN	FARGO	ND 58103	23-068-0203	3	2	Odegard			
	196 Perkins, Dvight F.	1301 NORTH 58TH AVENUE	HOORHEAD		23-068-0204		2	Odegard			
	197 Paschke, Arnold O.	1213 NORTH S8TH AVENUE	NOORHELD	KA ¹ 56560	23-068-0205	5	2	Odegard			
	198 Dolence, David	1209 NORTH S8TH AVENUE	HOORHEAD	KN 56560	23~068-0206	6	2	Odegard			
	199 fødje, Arliss A.	5801 NORTH 12TH STREET	MOORHEAD		23-068-0300		3	Odegard			
	200 Dalby, Arvid N.	901 NORTH SETH AVENUE	MOORIJEAD	HON 56560	23-071-0105	5	1	Oelke's			
	201 Anderson, Donald L.	5808 NORTH 9TH STREET	MOORHEAD		23-071-0106		1	Delka's			
	202 Morton, Bill L.	5812 HORTH 9TH STREET	MOORHEAD	HN 56560	23-071-0403	4	4	Oelke's			See Legal Description
	203 Gauthier, Robert	817 NORTH S8TH AVENUE	HOOPHEND	NN 56550	23-071-0302	2	3	Oelke's			- · · · ·
	204 Zimmel, Peter W.	RR 3	MOORHEAD	HN 56560	23-071-0303	3	3	Oelke's			
	205 Bistodeau, Violet	609 NORTH 58TH AVENDE	NOORHEAD	MN 56560	23-071-0304	4	3	Oelke's			
	206 Winjum, Erwin	001 NORTH S8TH AVENUE	HOORHEAD	MN 56560	23-071-0305	5	3	Oelke's			See Legal Description
	207 Gunderson, Donald E.	5915 NORTH 14TH STREET	NOORHEAD	NN 56560	23-086-0201	1	2	Rolyn lcres			
	208 Kleber, Hitchell	1301 NORTH GOTH AVENUE	MOORITELD		23-088-0202		2	Bolyn Acres			
	209 Stern, Peter	1209 NORTH GOTH AVENUE	HOORJIEAD	MN 56560	23-088-0203	3	2	Rolyn Acres			
	210 Wagner, Douglas W.	5908 NORTH 12TH STREET	HOORITEAD	HN 56560	23-088-0204	4	2	Rolyn Acres			
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211	Smerud, Paul &.	5904 North 12th Street	HOORHEAD	HON S	56560	23-088-0205	5.	2	Rolyn Acres			
212	Hersmud, Don G.	1304 WALL STREET AVENUE NORTH	MOORHEAD	HN S	56560	23-088-0206	6	2	Rolyn Acres			
213	Osvold, James	1308 WALL STREET AVENDE NORTH	MOORHEAD	MAX 5	56560	23-068-0207	7	2	Rolyn Acres			
214	Walicski, Michael	1312 WALL STREET AVENUE NORTH	HOORHEAD	MON S	56560	23-088-0208	8	2	Rolyn Acres			
215	Schrock, Alan	RR 3	HOORHEAD	XX 5	56560	23-088-0101	1	1	Rolyn Acres			
216	Delaney, William P.	1304 NORTH GOTH AVENUE	HOORIJEAD	HEN S	6560	23-088-0102	2	1	Rolyn Acres			
217	Schwariz, Gary W.	1212 NORTH GOTH AVENUE	MOORHEBD	NAN S	56560	23-088-0103	3	1	Rolyn Acres			
218	Pearson, David P.	1208 NORTH GOTH AVENUE	KOORNEAD	XW S	56560	23-088-0104	4	1	Rolyn Acres			
219	Cottrell, Allen L.	1204 NORTH GOTH AVENUE	HOORHEAD	HAN S	56560	23-088-0105	5	1	Rolyn Acres			
220	Rein, David L.	6005 NORTH 12TH STREET	HOORITEAD	101 S	56560	23-068-0105	6	1	Rolyn Acres			
221	Sacrison, Douglas W.	5909 NORTH 12TH STREET	NOORNEAD	MAN S	56560	23-088-0109	8	1	Rolyn Acres			
222	Krabbenhoft, Kent	5905 NORTH 12TH STREET	HOORHEAD	MAX S	56560	23-088-0110	9	1	Rolyn Acres			
223	Ostermann, Ronald	1104 WALL STREET AVENUE WORTH	HOORHEAD	HOR S	56560	23-088-0108	9	1	Rolyn Acres			See Legal Description
224	Spriggs, G. Max	705 WALL STREET AVENUE NORTH	MOORHEAD	101 3	56560	23-017-3401			•	17		
225	Withnell, James L.	1012 WALL STREET AVENUE NORTH	MOORNEAD	NN S	56560	23-017-4302				17		
226	Drewer, Stanley E.	1004 WALL STREET AVENUE NORTH	HOORHEAD	KOK S	56560	23-017-4301				17		
227	Bjorge, James R.	802 WALL STREET AVENUE NORTH	Hoorhead	Her S	55560	23-017-4200				17		
228	Swanson, Robert H.	716 WALL STREET AVENUE NORTH	MOORHEAD	MA S	56560	23-017-3406				17		See Legal Description
229	Fetzer, Alvin	708 WALL STREET AVENUE NORTH	Moorhead	194	56560	23-017-3402				17		
230	Skalicky, Gerald J.	704 WALL STREET AVENUE NORTH	Hoorhend	MN S	56560	23-017-3403				17		
231	Woodbridge, Susan	612 WALL STREET AVENUE NORTH	KOORHEAD	894 3	56560	23-017-3404				17		
232	Geiszler, Loren H.	608 WALL STREET AVENUE NORTH	MOORHEAD	MAN S	56560	23-017-3405				17		
233	Olsen, Richard E.	604 WALL STREET AVENUE NORTH	HOORDIEND	HON !	56560	23-017-3702				17		
234	Pronovost, Gerald L.	512 WALL STREET AVENUE NORTH	HOORNEAD	MAN S	56560	23-017-3701				17		
235	Overbo, Gordon L.	508 WALL STREET AVENUE NORTH	Moobhead	KON S	56560	23-017-3703				17		
236	Gnoinsky, Jerome	504 HALL STREET AVENUE HORTH	MOORHEAD	NR S	56560	23-017-3704			-	17		
237	Cossette, Russell W.	412 WALL STREET AVENUE NORTH	HOORHEAD	MN S	56560	23-017-3705				17		
238	Evans, Michael E.	408 WALL STREET AVENUE NORTH	Moorhead	HON !	56560	23-017-3706				17		
239	Doxey, David F.	404 HALL STREET AVENUE MORTH	Moorijead	NR !	56560	23-017-3707				17		
240	Larson, Melvis	310 WALL STREET AVENUE NORTH	HOORHEAD	NA S	56560	23-017-3708		•		17		
241	Welson, Todd D.	306 WALL STREET AVENUE NORTH	HOORHEAD	NM :	56560	23-017-3314				17		
242	Braalen, B. & Grace Reha	RR, WALL STREET	Hoornead	NN :	56560	23-017-3303				17		
243	Dickerson, Donald E.	5804 NORTH 3RD STREET	Hoorhead	NAN 1	56560	23-017-3306				17		
244	Anderson, Frederick O.	5902 North 3rd street	Hoorhead	KON (56560	23-017-3601				17		
	Nosal, Arnold G.	5701 North 3rd street	HOORHEAD	NN :	56560	23-017-3302				17		
	Lindstrom, Orville W.	5704 NORTH ZHD STREET	HOORNEAD			23-017-3301				17		
	Haug, Roy M.	5708 NORTH 2ND STREET	MOORHEAD			23-017-3307				17		
	Alm, Kerman	5804 NORTH 2ND STREET	Moorhead		_	23-017-3308				17		
	Vasek, Joseph D.	RR 3 BOX 186	HOORJIEAD			23-017-3309				17		
	Cook, Larry K.	5812 NORTH 2ND STREET	HOORHEAD			23-017-3310			~	17		
	Engleson, Floyd	5904 North 2nd Street	MOORHEAD			23-017-3311				17		
252	Hovland, Purcell	5908 North ZND Street	Hoorhead	MR !	56560	23-017-3312				17		

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-	Section Vacant Remarks						See Leow] Description																																				
	Block Subdivision Sec	Et.J Anderson	LEJ Anderson	Ebj Anderson	EEJ Anderson	<u>,</u>	11	11	Brentwood Acres	Breatwood Acres			Brentwood Acres	Brentwood Acres	Brentwood Acres	Brontwood Acres	Brentwood Acres	Brentwood Ac. Replat	Brentwood Acres	Breatwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Breatwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres	Brentwood Acres				
)	St Zip Parcel No Lot Blo	- HN 56560 23-057-0050 5 1	HM 56560 23-057-0040 4 1	HIN 26560 23-057-0030 3 1	T 1 0100-23-023-0259 NH	Har 56560 23-017-3203	HH 56560 23-017-3202	KN 56560 23-017-3201	HN 56560 23-041-0101 1 1	NR 56560 23-041-0102 2 1	MI 56560 23-041-0103 3 1	HR 56560 23-041-0104 4 1	BR 56560 23-041-0105 5 1	NH 56560 23-041-0106 6 1	NN 56560 23-041-0107 7 1	HOX 56560 23-041-0108 8 1	NX 56560 23-041-0109 9 1	NN 56560 23-041-0121 1 1	NH 56560 23-041-0201 1 2	Net 56560 23-041-0202 2 2	MN 56560 23-041-0203 3 2	NON 56560 23-041-0204 4 2	NN 56560 23-041-0205 5 2	NN 56560 23-041-0206 6 2	NRV 56560 23-041-0207 7 2	NN 56560 23-041-0208 8 2	NUF 56560 23-041-0209 9 2	MN 56560 23-041-0210 10 2	K0N 56560 23-041-0211 11 2	NN 56560 23-041-0212 12 2	HN 56560 23-041-0213 13 2	56560	MX 56560 23-041-0215 15 2			NA 56560 23-041-0218 18 2	HR 56560 23-041-0219 19 2	NRI 56560 23-041-0220 20 2	Heir 56560 23-041-0221 21 2	NN 56560 23-041-0222 22 2	Mar 56560 23-041-0301 1 3	56560	NH 56560 23-041-0303 3 3
	Citr	MOORHEAD	HOORHEAD	NOORHEAD	MORHEAD	HOORHEAD	NOORHEAD	HOORVIEAD	HOORIEAD	MOORLIEND	MOORHEAD	HOORIEAD	MOORHEAD	NOORHEAD	NOORHEAD	NOORIJEAD	HOORHEAD	ACORHEAD	_	_	I HOORVEND	H MOORHEAD	I NOORHEAD	H HOORIEAD	MOORHEAD	NOORHEAD	NOORHEND	HOORHEND	HOORHEAD	HOORIEAD	MOORNEND	HOORHEAD	NOORHEAD	HOORFEAD	MOORNEAD	HOORHEAD	HOORNEAD	MOORMEAD	MOORHEAD	MOORIEAD	MOORHEND	NOORHEAD	HOORHEND
	kódress	RR 1	5916 NORTH ZND STREET	6008 NORTH ZND STREET	re 3 box 197	6204 NORTH ZND STREET	6304 NORTH ZAD STREET	6312 NORTH 240 STREET	6101 NORTH 14TH STREET	1305 NORTH 62ND AVENUE	1301 NORTH 62ND AVENDE		1209 NORTH 62ND AVENUE	HORTH 62ND	NORTH 62MD	1109 HORTH 62ND AVENUE	1105 NORTH 62MD AVENUE	1005 NORTH 62ND AVENDE	6201 COUNTY HIGHMAY 96 NORTH	6203 COUNTY HIGHMAY 96 NORTH	6205 COUNTY HIGHRAY 96 NORTH	6209 COUNTY HIGHMAY 96 NORTH	6301 COURTY HIGHPAY 96 NORTH	6305 COUNTY HIGHARY 96 NORTH	1304 NORTH 62ND AVENUE	6204 NORTH 13TH STREET	6208 NORTH 13TH STREET	6212 NORTH 13TH STREET	1220 NORTH 53RD AVENUE	NORTH 63RD	1208 KORTI 63RD AVENUE	6380	63RD	NORTH	NORTH 63RD	NORTH 63ND	NORTH 53RD	SSRD	NORTH G3RD	1004 NORTH 63RD AVENUE	6201 NORTH 13TH STREET	5205 NOKTH 13714 STREET	6209 NORTH 13TH STREET
J2:04	nk Kookup Name	253 Rickert, Kim	254 Anderson, David R.	255 Fremo, Koger	256 Anderson, Evgeņe	257 Goodman, Donald D.	258 Peterson, Kenneth D.	259 Schaefer, Andrew J.	260 Ecknan, Leon	261 Ness, Harold W.	262 Campbell, Kevin L.	263 Nill, Rodney A.	264 Lavanger, Jeanette	265 Grossman, Arnold R.	266 Borowicz, Larry G.		268 Eskildsen, Richard K.	269 Bedard, Ronald H.	270 Vigesaa, Gerald R.	271 Albowgh, Marvin D.	272 Oak, Nicbael B.	273 Young, B. & M. Nyotte	274 Ehrouberg, Sheldon	275 Hovland, John L.	276 Nolmstrom, David S.	277 Young, Mark V.	Z78 Peterson, Alan K.	279 Wiger, Rodney A.	200 Cahill, Steven J.	281 Vierzba, Thomas M.	282 Klevgaard, Krlin	283 Christenson, David A.	284 Wells, Charles C.	285 Littlefjeld, Bradley	. 286 Murphy, Duight A.		288 Rustad S: & S. Peterson	289 Karel, Kevin L.	290 Carney, Mark J.	291 Tennisoo, Danuie	292 Perlenfein, Word A.	293 Brager, David R.	294 Pecko, Joho A.

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mk	Hookup Name	lddress	City	St Zip	Parcel No	Lot	Block	Subdivision	Section	Vacant Rem	narks
	295 Kuehl, Gerald A.	1213 NORTH 63RD AVENUE	MOORHEAD	NN 56560	23-041-0304	4	3	Brentwood Acres			
	296 Eggiman, Larry M.	1209 NOBTH 63RD IVENDE	HOORITEAD	KN 56560	23-041-0305	5	3	Breptwood Acres			
	297 Quick, Victor D.	1205 NOBTH 63RD AVENUE	MOORHEAD	HN 56560	23-041-0306	6	3	Breatwood Acres			
	298 Anderson, Virgil E.	6220 NORTH 1214 STREET	HOORINEAD	NN 56560	23-041-0307	7	3	Brentwood Acres			
	299 Borgen, William J.	6212 NORTH 12TH STREET	NOORHEAD	MN 56560	23-041-0308	8	3	Brentwood Acres			
	300 Erickson, James D.	6208 NORTH 12TH STREET	MOORHELD	NN 56560	23-041-0309	9	3	Brentwood Acres			
	301 Knapper, Albert E.	6204 NORTH 12TH STREET	HOORIJEAD	HN 56560	23-041-0310	10	3	Breatwood Acres			
	302 Laskar, William J.	6202 NORTH 12TH STREET	MOORHEAD	KAN 56560	23-041-0311	11	3	Brentwood Acres			
	303 Eckstein, Scott D.	1717 - 40TH STREET SW	FARGO	ND 58103	23-041-0312	12	3	Brestwood Acres			
	304 Nelson, Sidney M.	1112 HORTH 62ND AVENUE	HOORHEAD	-	23-041-0401		4	Brentwood Acres			
	305 Thomas, James L.	6201 NORTH 12TH STREET	MOORHEAD	MN 56560	23-041-0402	2	4	Brentwood Acres			
	306 Collura, Joel	6203 NORTH 12TH STREET	HOORISEAD	MN 56560	23-041-0403	3	4	Brentwood Acres			
	307 Maple, Norris M.	6205 NORTH 12TH STREET	MOORIJEAD	HN 5656(23-041-0404	4	4	Brentwood Acres			
	308 Jones, Diane K.	6209 NORTH 1271 STREET	HOORIJEAD	HH 56560	23-041-0405	5	4	Brentwood Acres			
	309 Anderson, Peter K.	1105 NORTH 63RD AVENUE	HOORHEAD	XX 5656	23-041-0406	5	4	Brentwood Acres			
	310 Redfield, Peder A.	1013 NORTH 63RD AVENUE	HOOBKEAD	KN 56560	23-041-0407	7	4	Breatwood Acres			
	311 Hartog, Donald D.	1009 NORTH 63RD AVENUE	HOORHEAD	HN 56560	3 23-041-0408	8	4	Brentwood Acres			
	312 llouglum, Joseph	1001 NORTH 63RD AVENUE	NOORHEAD	HW 56560	23-041-0410	10	4	Brentwood Acres			
	313 Geiszler, David B.	1004 NORTH 62ND AVENUE	HOORHEAD	NN 56560	23-041-0412	12	4	Brentwood Acces			
	314 Sillerud, Wayne A.	1008 NORTH 62ND AVENUE	HOORHEAD	MN 56560	23-041-0413	13	4	Brentwood Acres			
	315 Petermann, Leroy W.	1012 NORTH 62ND AVENUE	HOORNEAD	MN 5656	D 23-041-0414	14	4	Brentwood Acres			
	316 Eldred, Thomas L.	1104 NORTH 62ND AVENUE	MOORHEAD	HN 5656	0 23-041-0415	15	4	Brentwood Acres			
	317 Edwards, D. Hal	1108 NOBTH 62HD AVENUE	MOORHEAD	HN 5656	0 23-041-0416	16	4	Brentwood Acces			
	318 Lien, Dennis L.	905 NORTH 62ND AVENUE	HOORITEAD	NN 5656	0 23-042-0401	1	4	Brentwood Acres 2nd			
	319 Sitzow, Wayne M.	901 NORTH 62ND AVENUE	NOORNEAD	HN 5656	0 23-042-0402	2	4	Brentwood Acres 2nd			
	320 Kastella, James H.	813 NORTH 62ND AVENUE	NOORHEAD	NN 5656	D 23-042-0403	3	4	Brentwood Acres 2nd			
	321 Bueng, Conrad	809 NORTH 62ND AVENUE	NOORIJEAD	MN 5656	D 23-042-0404	4	4	Brentwood Acres 2nd	l		
	322 0)son, Danie] ξ.	BOS NORTH 62ND AVENUE	HOORHEAD	HR 5656	0 23-042-0405	, 5	4	Brentwood Acres 2nd	l		
	323 Langeberg, Duane W.	6208 North 9th street	NOORHEAD	NA 5656	0 23-042-0302	2	3	Brentwood Acres 2nd	l		
	324 Haloney, Patrick J.	901 NORTH 63RD AVENUE	MOORHEAD	MR 5656	0 23-042-0301	1	3	Brentwood Acres 2nd	l .		
	325 Wiedmanno, Dean B.	908 NORTH 63RD AVENUE	HOORHEAD	HN 5656	0 23-042-0101	1	1	Brentwood Acres 2nd	L		
	326 Thordal, David B.	904 NORTH 63RD AVENUE	HOORHEAD	XXII 5656	0 23-042-0102	2	1	Brentwood Acres 2nd	ł		
	327 Anderson, Gordon	820 NORTH 63RD AVENUE	NOORHEAD		0 23-042-0104	4	1	Brentwood Acres 2nd			
	328 Rastedt, William H.	812 NORTH 63RD AVENUE	HOORHEAD	NN 5656	0 23-042-0106	6	1	Brentwood Acres 2nd			
	329 Kilsdonk, Christopher	808 North 63rd Avenue	Hoorkend		0 23-042-0107		1	Brentwood Acres 2nd			
	330 Cottrell, Cyle R.	6201 NORTH 9TH STREET	HOORKEND		0 23-042-0201		2	Brentwood Acres 2nd			
	331 Ganes, Troy L.	6205 NORTH 9TH STREET	HOORNEAD	MN 5656	0 23-042-0202	2	2	Breatwood Acres 2nd			
	332 Reiten, Donald	1438 SHEVENNE	WEST FARGO		8 23-042-0205		2	Brentwood Acres 2nd			
	333 Stellrecht, James D.	808 North 62ND Avenue	HOORINEAD		0 23-042-0206		2	Brentwood Acres 2nd	I .		
	334 Schultz, Kent L.	505 NORTH 66TH AVENUE	MOORHEAD		0 23-050-0410		4	Country Heritage			
	335 Tollerud, Glen I.	508 NORTH 66TH AVENUE	HOORHEAD		0 23-050-0313		3	Country Heritage			
	336 Thiel, Terrence A.	6508 NORTH 4TH STREET	MOORHEAD	MX 5656	0 23-050-0311	n	3	Country Heritage			
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S Lots Combined	50X		zoask boowled P	9	9070-590-52 LOT85 OM	C9%A 7	Der 1980	.N sbash , aojsübin 872
see regal beservprion	29Y		3 Colorocci Narioc	ÞI	ETEO-590-62 09595 NH	WOOSHEVD	TABATE TEL MN 4088	.J Bredding , noonell TTE
See Legal Description	zəĭ		3 Oakwood Kanot	่น	TTED-590-52 09595 NN	HOOGHERD	HISON TEER NUS VIB	.H nosi , rudlal 875
benidmod ziol S/I-1	ទទរ្		1 Oeknood Kanar	L	LOIO-590-EZ LOIBS (IN	EARGO	0861 XOS 0d	.M abash , noisibbly 275
see regal lescription	səl		· Jonek bookyibo 7	ZĽ	2110-590-52 09595 NR	UA3NSOOM	3728 VILLAGE GREEN DRIVE	A roa , enough the
see (egal Description	ឧទវ		Jonen boowled ?	10	0120-590-52 09595 MM	HOORHEAD	SON COMBRIDGE VAENDE	373 Peterson, Warren
	saj		7 Odivicod Hanot	6	6010-590-52 09595 NN	ORALISCOM	IOT NOULI POLH YACHNE	JNS Solien, Vernon L.
	zəř		7 Оакчоод Напог	8	8010-590-52 09595 NH	HOOGHEVE	TOT WORTH GOTH AVENUE	JTI Solien, Vernon L.
1-1/2 Pots Complued	29Y		7 Osknood Manor	L	LOLO-S90-EZ LOIDS ON	09843	DOBCT XOB 04	370 Hiddleton, Wanda N.
i-1/2 lots combined	29Y		JOREN DOOMIGO (S	KD 28701 53-062-0102	FARGO	D86T X08 04	.N edneh , nojsúdálh 235
2-1/2 Lots Combined	гэү		7 Oakwood Hanor	3	EOLO-590-EZ LO185 ON	PAROD	50 BOX 7380	.N sbasy , nojslábih 836.
S Lots Compised	29Y		2 Oslokod Kanor	۰ C	1020-590-62 09595 NH	QV3IDOOH	133812 Tel NN POLS	J67 Carlson, Charles H.
	zəŸ		1 Biverside Acres	T	NN 20200 53-082-0305	DESKROOM	LLL XON DO	366 Anda, Roger W.
	zeY		l kiverside Acres	Z	KN 20200 33-082-0105	ROOGHERD	LLL XON DA	.W report & buda, Roger W.
	နော်		l Hocean's 2nd	3	KN 20200 53-003-0103	MOORHEAD	JUNJAY ONES ILLYON TOST	ariava , angoon pac
	səX		L Niccenn's 2nd	2	KK 20200 53-003-0105	UA3HSOOK	teot north (2360 Valuation 1051	363 Accann, Evelyn
	гэх	77	i		SOEZ-120-62 09595 NH	HOOGHEVD	TAIS NORTH SIST AVENDE	act schwindle, Kilton
see Legal Description	zəY		old Trail Estates	SI	HI 20200 23-0124 MA	HOOGHEVD	SUNJAR HLOZ HLOS 909	361 Lurson, Li)llan
		Ľ٦	•		0172-LTO-EZ 09595 NA	HOOBILEND	SOS NORTH TRIFT	360 Spiesz, Orville W.
		11			HIN 20200 33-011-3300	GABIUDOH	SUNJAY ISIL ILLION 600	.9 esact (Nabis) PCC
	•	۲۱			KN 2022-LTO-CZ 09595 KN	UKAILHOON	405 KORTH 71ST ATRIVE	356 Kane, Juli L.
		۲۱			KN 2020-110-02 09595 NN	NOORHERD	JUNGAN ISIT HEADI TOP	357 Τοττοτίες, Απέλοαγ
		11	•		90ZZ-LIO-EZ 09595 NOA	MODIALEND	JONJAN ISIL HIBOR GOE	356 lioffart, £11as
		<i>1</i> Σ			5022-LTO-EZ 09595 NH	QA3HJOON	305 NOBLE JTEL VALUE	3 SSS Muchou, Willard E.
see regal bescription			i Dotval's	3	KUN 20200 53-023-0103	NOORHEAD	SOL NORTH TST AVAILABLE TO E	354 Bohaer, Fredrick C.
See Legal Description			s'Ieviol I	2	XX 20200 53-023-0705	MOORIETD	SON HORAN TEL AVENUE	353 Nelson, Vernon M.
			2'fevroù 1	4	1010-220-22-09595 NN	MOORIEVD	7004 NORTH ZND STREET	352 Kinslow, Kim
			1 Dorvel's	S	SOTO-ESO-EZ 09595 AN	MOORNEAD	TJARTE ONS INTRON SIED	331 Sorensun, James R.
			1 Dotvel's	9	HN 20200 33-023-0100	HOOKHEVD	LTERTE ONE HERON 8069	blead tenst Olt
			2'Ievrol I	8	NN 26560 23-053-0108	NOOREYD	LIJULS ONZ HERON 1069	ber31A , noanell 242
			2'Isviod I	6	6010-850-82 09595 NN	HOOSHEVD	LIBBRY ONS HTRON 8089	bived tomog BAC
			s'Isviol 1	TO	NN 20200 53-023-0110	MOOSHEVD	88	347 Ulven, Richard J.
			2' Dorval's	t I	ZTTO-250-62 09595 NN	GABIISOOM	1339172 ADRIH ZAD STREET	346 Chezick, John 8.
			Section Trimol S	9	NN 20200 33-020-0300	OJAHROOH	esos north att street	Disnosj , sprskrsk 245
			2 COUNTLY Heritage	5	M 20200 53-020-0502	HOOSHEAD	taarts hte htron (128	344 Brash, Michael
			2 Country Heritage	4	NA 26560 23-050-0204	HOOSILEYD	szoz zonlih islni paende	.4 remst. insido't ERE
3			3 Country Recitage	•	NA 20200 33-020-0304	GAZHSOOH	JOHINA ITTO HIGON POE	.N surevel (belslog SPC
	-		3 Country Neritage	5	50E0-050-EZ 09595 NN	HOORTEAD	308 NORTH 67TH AVERUE	341 Johnson, Preesan K.
			3 Country Heritage	: 9	MK 20200 53-020-0300	HOOMEYD	315 NORTH 67TH AVENUE	340 Jehs, Halter J.
			s country Heritage	: L	101 20200 53-020-0301	HOOKKEVD	TARATE HTA HTRON 0588	339 Pierce, Carl A.
			sperisal Transo (g	NN 26560 23-050-0308	NOOR	LIBBLE HILF HILBON 9199	338 Peterson, Darold D.
			3 Country Heritage	01	NN 26560 23-050-0310	HOOKHEYD	eels nosly all sleep	.A disanex Kenneth A.
sy redactes	Vacant	Section	Block Subdivision	101	St Sip Parcel No	- CĮ(2	Address	sann quyoofi

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nk	łłockup Name	làdress	City	St Zip	Parcel No	Lot	Block	Subdivision	Section	Vacant	Remarks
	379 Middleton, Wanda N.	PO BOX 1980	Fargo	ND 58107	23-065-0408	8	4	Oakwood Manor		Yes	2 Lots Combined
	380 Middleton, Wanda N.	PO BOX 1980	FARGO	ND 58107	23-065-0410	10	4	Oakwood Hanor		Yes	2-1/2 Lots Combined
	381 Hiddleton, Wanda N.	PO BOX 1980	FARGO	ND 58107	23-065-0414	14	4	Oakwood Manor		Yes	2-1/2 Lots Combined
	382 Anderson, L.W.&J. Johnson	9834 OGRAM DRIVE	la mesa	CA 92041	23-018-0266				18	Yes	- ,
	383 Alm, Kermon	S804 NORTH 2ND STREET	MOORHEAD	KH 56560	23-018-4402				18	Yes	
	384 Naug, Roy M.	5708 NORTH 2ND STREET	HOORHEAD	HON SESSO	23-018-4407				18	Yes	
	385 Haugen, Harold O.	116 NORTH GOTH AVENUE	HOORHEAD	HN 56560	23-018-4408				18	Yes	
	386 Rix, Richard D.	1014 SOUTHWOOD DRIVE	FARGO	ND 58103	23-018-4409				18	Yes	
	387 Sanford, Adeline	105 NORTH 71ST AVENUE	MOORHEAD	HN 56560	23-018-1818	•			18	Yes	
	388 Olastead, Lawrence D.	6701 NORTH 2ND STREET	NOORHEAD	HW 56560	23-018-1816				18	Yes	
	389 Soderstrom, David R.	6601 NORTH 2ND STREET	HOORIJEAD	MR 56560	23-018-1815				18	Yes	
	390 Richards, Robert E.	6509 NORTH 2ND STREET	HOORKEAD	MR 56560	23-018-1806				18	Yes	
	391 Staber, Hichael	6808 NORTH 1ST STREET	MOORHEAD	HDN 56560	23-018-1808				18	Yes	
	392 Toliver, Dorothy A.	6405 NORTH 2ND STREET	MOORHEAD	HON 56560	23-018-1817				18	Yes	
	393 Wilson, Arthur, Jr.	RR 3 BOX 209	NCORHEAD	HN 56560	23-018-1803				18	Yes	
	394 Rogness, Elvin O.	RR 1 BOX 70	CHASELEY	ND 58423	23-018-1103				18	Yes	
	395 Rogness, Elvin O.	RR 1 BOX 70	CHASELEY	ND 58423	23-018-1102				18	Yes	
	396 Olmstead, Lawrence D.	6701 NORTH 2ND STREET	HOORINEAD	MN 56560	23-078-0108	5	1	Olmstead's 1st		Yes	
	397 Schwindt, Kichael	7 NORTH 71ST AVENUE	HOORIFEAD	NN 56560	23-083-0103	3	1	Quarter Ranch		Yes	
	398 Schwindt, Robert T.	1 - 71st avenue North	FARGO	ND 58102	23-083-0102	2	1	Quarter Banch		Yes	
	399 Dalby, Arvid M.	901 North Setil avenue	HOORIIEAD	HN 56560	23-071-0103	7	1	Oelke's		Yes	
	400 Pearson, David E.	1208 NORTH GOTH AVENUE	MOORHEAD	MN 56560	23-008-0107	7	1	Rolyn Acres		Yes	
	401 Anderson, Prederick O.	5902 NORTH 3RD STREET	NOORHELD	MN 56560	23-017-3305				17	Yes	
	402 Anderson, Fredrick A.	5902 NORTH 3RD STREET	hoorhead	HN 56560	23-017-3304				17	Yes	
	403 Anderson, Frederick O.	6112 NORTH 2ND STREET	MOORMEAD	HN 56560	23-017-3204				17	Yes	
	404 Delaney, Scott W.	326 ELHNOOD AVENUE SOUTH	enrgo	ND 58103	23-057-0020	2	1	EGJ Anderson		Yes	
	405 Kinslow, Thurman D.	3954 W NARLIS CIRCLE	HOORHEAD	KN 56560	23-041-0122	2	1	Brentwood Mc. Replat		Yes	
	406 Minnesota, State of		ST PAUL	ю	23-04 1-0111	11	1	Brentwood Acres		Yes	
	407 Simpson, Richard S.	RR 3 BOX 275	PELICAN RAPIDS	NN 56572	23-041-0409	9	4	Brentwood Acres		Yes	
	408 Hales, Jack	812 SOUTH 15TH AVENUE	ST CLOUD	NN 56302	23-042-0304	4	3	Brentwood Acres 2nd		Yes	
	409 Thomas, James L.	RR 3 BOX 158	MOORKEAD	NOV 56560	23-042-0303	3	3	Breatwood Acres 2nd		Yes	
	410 Oak, Michael A.	6205 COUNTY HIGHNAY 96 NORTH	MOORHEAD	NN 56560	23-042-0103	3	1	Brentwood Acres 2od		Yes	
	411 Maloney, Patrick J.	901 NORTH 53RD AVENUE	HOORHEAD	HN 56560	23-042-0105	5	1	Breatwood Acres 2nd		Yes	
	412 Reiten, Donald	1438 SHEYENNE	west farĝo	ND 58078	23-042-0108	8	1	Breatwood Acres 2nd		Yes	
	413 Reiten, Donald	1438 Skeyenne	Hest fargo	ND 58078	23-042-0203	3	2	Breatwood Acres 2nd		Yes	
	414 Teigen, Kevín	1015 SOUTH 4TH AVENUE	HOORHEAD	NN 56560	23-042-0204	4	2	Brentwood Acres 2nd		Yes	
	415 Pierce, Inc.	PO BOX 739	MOORHEAD	HN 56560	23-050-0401	1	4	Country Heritage		les	
	416 Piorce, Inc.	PO BOX 739	MCORILEAD		23-050-0402		4	Country Heritage		Yes	
	417 Plerce, Inc.	PO BOX 739	hoorliead		23-050-0403		4	Country Neritage		Yes	
	418 Pierce, Inc.	PO BOX 739	MOORHEED		23-050-0404		4	Country Heritage		Yes	
	419 Pierce, Ioc.	PD BOX 739	HOORHEAD		23-050-0405		4	Country Heritage		Yes	
	420 Pierce, Inc.	PO BOX 739	MOORHEND	KN 56560 ₹) 23-050-0406	6 ,	4	Country Heritage		Yes	

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k	Hookup Name	hddress	City	St Zip	Parcel No	Lot	Block	Subdivision	Section	Vacant Remarks
	421 Pierce, Ind	PO BOX 739	HOORNEAD	MN 56560	23-050-0407	7	4	Country Heritage		Yes
	422 Pierce, In	e. PO BOX 739	HOORHEAD	HN 56560	23-050-0408	8	4	Country Heritage		Yes
	423 Pierce, In	e. PO BOK 739	MOORHEAD	HDI 56560	23-050-0409	9	4	Country Heritage		Yes
	424 Braton, Da	rid A. 3802 SOUTH 4TH STREET	HOORNEAD	NN 56560	23-050-0312	12	3	Country Heritage		Yes
	425 Johnson, Di	aniel 418 NORTH 24TH AVENUE	Fargo	ND 58102	23-050-0309	9	3	Country Heritage		Yes
	426 NV State B	ank of ülen	OLEN	VAI 56585	23-050-0303	3	3	Country Heritage		Yes
	427 Pierce, In	PO BOX 739	HOORHEAD	HN 56560	23-050-0302	2	3	Country Heritage		Yes
	428 Pierce, In	2. PO BOX 739	HOORHEAD	NW 56560	23-050-0301	1	3	Country Heritage		Yes
	429 Pierce, In	E. PO BOX 739	HOORIIELD	HN 56560	23-050-0101	1	1	Country Keritage		Yes
	430 Pierce, In	E- PO BOX 739	HOORHEAD	HN 56560	23-050-0102	2	1	Country Heritage		Yes
	431 Pierce, In	E. PO BOX 739	MOORITEAD	HON 56560	23-050-0103	3	1	Country Heritage		Yes
	432 Pierce, In	c. PO BOX 739	HOORHEAD	MN 56560	23-050-0104	4	1	Country Heritage		Yes
	433 Pierce, In	E. PO BOX 739	HOORHEAD	KR 56560	23-050-0105	5	1	Country Heritage		Yes
	434 Pierce, In		HOORHEAD	HN 56560	23-050-0106	5	1	Country Heritage		Yes
	435 Schierman,	Albert 0. 1202 HORTH BTH STREET	MOORHEAD	KN 56560	23-050-0107	7	1	Country Heritage		Yes
	436 Pierce, In	c. PO BOX 739	HOORHELD	HN 56560	23-050-0108	8	1	Country Heritage		Yes
	437 Pierce, In	c. PO BOX 739	HOORIJEAD	WN 56560	23-050-0109	9	1	Country Heritage		Yes
	438 Pierce, In	c. PO BOX 739	HOORHEAD	NN 56560	23-050-0110	10	1	Country Neritage		Yes
	439 Branby, Th	omas D. 1402 RIDER ROAD	GRAND FORKS	ND 58201	23-050-0201	. 1	2	Country Heritage		Yes
	440 Pierce, Io	c. PO BOX 739	MOORNEAD	MH 56560	23-050-0202	2	2	Country Heritage		les
	441 Pierce, In	c. PO BOX 739	HOORHEAD	HUN 56560	23-050-0203	3	2	Country Heritage		Yes
	442 Pierce, In	c. PO BOX 739	MOORHEAD	MN 56560	23-050-0207	7	2	Country Heritage		Yes
	443 Pierce, In	c. PO BOX 739	MOORHEAD	MN 56560	23-050-0208	8	2	Country Heritage		Yes
	444 Pierce, In	c. PO BOX 739	KOOPUEAD	IDI 56560	23-050-0209	9	2	Country Heritage		Yes
	445 Pierce, In	c. PO BOX 739	HOORNEAD	HH 56560	23-050-0210	10	2	Country Keritage		Yes
	446 Pierce, In	с. РО ВОХ 73 9	MOORNEAD	HN 56560	23-050-0211	11	2	Country Heritage		les
	447 Pierce, Jr	c. PO BOX 739	HOORJIEAO	MR 56560	23-050-0212	2 12	2	Country Heritage		Yes
	448 Hanson, 11	fred 6904 NORTH 2ND STREET	NOORHEAD	MN 56550	23-053-0107	7	1	Dorval's		Yes
	419 Bohmer, Pr	edicick C. 301 NORTH 71ST AVENUE	MOORHEAD	(M 56560	23-017-2201	L			17	Yes
	450 Amer Missi	ons/Lutherao Ch 231 MADISON AVENUE	NEW YORK	NY 10016	5 23-016-3001	l			16	Yes
	451 Evernham,	Cora 804 SOUTH 24TH AVENUE	HOORHEND	MN 56560	23-028-2252	L			28	Yes
	452 S.L.B. 200	perties, Inc. 418 MASOV AVENUE	BISMARCK	ND 58501	23-019-1201	l			19	Yas
	453 Van Raden	Homes, Inc. PO BOX 278	NOORHEAD	NN 56560	23-018-430				18	Yes
	454 Nelson, St		MOORNEAD	NH 56560	23-018-1302	L			18	Yez
	455 Cassel, J.		NONUMENT	CO 00132	23-018-1300)			18	Yes
	456 Speers, Av	eline J. 1108 BELSLY DRIVE #207	MOORHEAD	MN 56560	23-018-0241	L			18	Yes

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:35 Number of Records Read: :36 Number of Records Selected: 540 456

EXHIBIT G TO JOINT RESOLUTION (TRACT 2/3) LIST OF UNASSIGNED LOTS

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TOWN OF OAKPORT

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UTILITY HOOK-UP NUMBERS

LIST OF UNASSIGNED. LOTS

NUMBERS UL-1000 TO UL-1083

FUTURE NUMBERS FOR REMAINING LOTS IN:

			, .
1)	MILLER'S	FIRST	SUBDIVISION

- 2) OAKWOOD MANOR ADDITION
- 3) RIVERSIDE ACRES SUBDIVISION

with a start

4) OTHER PARCELS

)

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NUMERICAL LIST

ULTEIG ENGINEERS, INC. FARGO, NORTH DAKOTA

JANUARY 8, 1990

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The following parcels constitute the "Unass.__ed Lots" as herein defined:

Exhibit ')___"

nk UL	Hookup	Name	lddress	City	St Zip	Parcel No	Lot	Block	Subdivision	Section	Vacant Remarks
0(1000	Wendt, Gary	1404 WORTH 53RD AVENUE	Hoorhend	MN 56560	23-064-0201	1	2	Niller's 1st		luture
UL-	1001	Hendt, Gary	1404 North S3rd avenue	MOORHEAD	HN 56560	23-064-0202	2	2	Hiller's 1st		Pature
VL-	1002	Wendt, Gary	1404 NORTH S3RD AVENUE	Hoorhead	KN 56560	23-064-0203	3	2	Hiller's 1st		Future
ՄԼ-	1003	Wendt, Gary	1404 NORTH 53RD AVENUE	NOORHEAD	NN 56560	23-064-0204	4	2	Hiller's 1st		Puture
UL-	1004	Wendt, Gary	1404 North 53rd Avenue	HOORIJEAD	NN 56560	23-064-0205	5	2	Miller's 1st		Pature
U[1005	Wendt, Gary	1404 NORTH 53RD AVENUE	NOORHEAD	HN 56560	23-064-0206	6	2	Miller's 1st		Fotore
UL-	1006	Hegland Farms, Inc.	RR 1 BOX 281	HOORHEAD	MN 56560	23-064-0207	7	2	Hiller's 1st		Future
UL-		Hegland Farms, Inc.	RR 1 BOX 281	HOORHEAD	NN 56560	23-064-0207	8	2	Niller's 1st		Futore
UĽ-	1008	Hegland Farms, Inc.	RR 1 BOX 281	MOORIERD	HR 56560	23-064-0102	2	1	Miller's 1st		Future
UL-	1009	ilegland Farms, Inc.	RR 1 BOX 281	NOORHEAD	KN \$6560	23-064-0102	3	1	Miller's 1st		Poture
ՄԼ-	1010	legland Farms, Inc.	RR 1 BOX 281	HOORHEAD	NN 56560	23-064-0102	4	1	Willer's 1st		Future
ՍՆ-	1011	Hegland Farms, Inc.	RR 1 BOX 281	NOORHEAD	KN 56560	23-064-0102	5	1	Miller's 1st		Future
UL-	1012	legland Farms, Inc.	RR 1 BOX 281	HOORHEAD	MN 56560	23~064-0301	2	3	Hiller's 1st		Fature
UL-	- 1013	l llegland farms, Inc.	RR 1 BOX 281	HOORNEAD	EN 56560	23-064-0301	3	3	Willer's 1st		Future
ՄԼ-	- 1014	l llegland Farms, Inc.	RR 1 BOX 281	MOORHEAD	HW 56560	23-064-0301	4	3	Killer's 1st		Future
ՄՀ-	- 1019	i llegland Farms, Inc.	RR 1 BOX 261	MOORHEAD	NN 56560	23-064-0301	5	3	Killer's 1st		Future
0L-	- 1018	5 llegland Parms, Inc.	RR 1 BOX 281	HOORHEAD	NN 56560	23-064-0301	6	3	Miller's 1st		Fature
ՄԼ-	- 1013	Hegland Parms, Inc.	RR 1 801, 281	HOORHEAD	MN 56560	23-064-0301	7	3	Hiller's 1st		Puture
ՄԼ-	- 1016	8 Hegland Farms, Inc.	RR 1 BOX 281	HOORHEAD	NN 56560	23-064-0301	8	3	Miller's 1st		Future
06-	- 1019	Hegland Farms, Inc.	RR 1 BOX 281	hoornead	NN 56560	23-064-0301	9	3	Miller's ist		Puture
UL-	- 1020) [legland Farms, Inc.	RR 1 BOX 281	HOORHEAD	HOK 56560	23-064-0401	1	4	Miller's 1st		Future
UL-	- 102)	l llegland Farms, Inc.	RR 1 80X 281	HOORHEAD	hai sesec	23-064-0401	2	4	Miller's 1st		Future
մե	- 1022	2 ilegland Farms, Inc.	RR 1 BOX 281	MOORITEAD	HN 56560	23-064-0401	3	4	Miller's 1st		Future
UL-	- 102	3 Hegland Farms, Inc.	RR 1 BOX 281	HOORHEAD	NN 56560	23-064-0401	4	4	Miller's 1st		future
ՍԼ-	- 102-	liegland Farms, Inc.	RR 1 BOX 281	MOORIELD	HN 56560	23-064-0401	5	4	Miller's 1st		Future
٩L-	- 102	5 Hegland Farms, Inc.	RR 1 BOX 281	HOORHEAD	HAN 56560	23-064-0401	6	4	Hiller's 1st		future
ՄԼ-	- 102	6 Negland Farms, Inc.	RR 1 BOX 281	HOORHEAD	HN 56560	23-064-0401	7	4	Miller's 1st		Fature
VL-	- 1027	7 Hegland Parms, Inc.	RR 1 BOX 281	HOORHEAD	KN 56560	23-064-0401	8	4	Hiller's 1st		Fature
UL-	- 1028	B Negland Farms, Inc.	RR 1 BOX 281	HOORHEAD	MDN 56560	23-064-0401	9	4	Miller's 1st		Future
UL-	- 1029	B Hegland Farms, Inc.	RR 1 BOX 281	MOORHEAD	KN 56560	23-064-0401	10 ·	4	Miller's 1st		future
ՄԼ-	- 1030) Negland Farms, Inc.	RR 1 BOX 281	HOORHEAD	NH 5656 0	23-064-0501	1	5	Niller's 1st		Puture
ՍՆ-	- 1031	Hegland Farms, Inc.	RR 1 BOX 281	Moorhead	KN 56560	23-064-0501	2 ·	5	Hiller's 1st		Puture
ህር-	- 1032	l Negland Farms, Inc.	RR 1 BOX 281	NOORJIEAD	NN 56560	23-064-0501	3	5	Miller's 1st		Future
ՄՆ-	- 1033	l liegland Parms, Inc.	RR 1 BOX 281	HOORHEAD		23-064-0501		5	Miller's 1st		future
ՍՆ-	- 1034	llegland Farms, Inc.	RR 1 80X 281	Hoornead		23-064-0501		5	Hiller's 1st		Future
VL·	- 1039	6 Hegland Farms, Inc.	RR 1 BOX 261	HOORHEAD		23-064-0501		5	Hiller's 1st		Fature
טני-	- 1036	6 Hegland Farms, Ioc.	RR 1 BOX 281	NOORHEAD		23-064-0501		5	Hiller's 1st		Futura
UL-	- 1037	iegland farms, Inc.	RR 1 BOX 261	MOORHEAD		23-064-0501		5	Miller's 1st		Future
11L-		liegland Farms, Inc.	RR 1 BOX 281	HOORHEAD		23-064-0501		5	Miller's 1st		Eutuce
UL-		Hegland Farms, Inc.	RR 1 BOX 281	NOORJIEAD	•	23-064-0501		5	Miller's 1st		Future
ՍԼ-) Hegland farms, Inc.	RR 1 BOX 281	NOORHEAD		23-064-0501		5	Miller's 1st		Puture
UT	- 1041	l liegland Parms, Inc.	'RR 1 BOX 281		। NN 56560 हिंद) 23- 064- 0501	12	5	Miller's 1st		Future

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•	ision Section Vacant Remarks	s 1st Butwe	lst	1st	1st	lst	lst	151	lst	lst	lst	lst	lst	's 1st Puture				res	Puture	Acres	Acres	Acres	Acres		de Acres Future	Riverside Acres Puture 1 Lot to be Split E & 1	Foture	Nanor Puture	Manor Puture	Kapor Future	Kanor	Hanor Future	Nanor Future	Nanor Future	Nanor Future	Manor Future	Manoc Futuce	Habor	Kanor Puture	Hanor	Napor	Mapor Future	Manor Future	
	Block Subdivision	Killer's	Miller's	N111er's	Willer's	Killer's	Killer's	Killer's	Killer's	Miller's	Hiller's	Willer's	Killer's	Miller's	Miller's 1st	Willer's lst	Miller's 1st	Riversi	Riverside	Riverside	Riverside	Riverside	Riverside	Riversi	Riversida	Riversi	Dakwood Manor	Oakteod Nanor	Dakwood	Calvrod	Oaknod	Dekxood	Dakwood	Calreod	Cakwood	Delwood	Oelcwood	Daiwood	Daknood	Oelcrood	Calcocod	Oakrood	Oekwoo	
		ŝ	S CO	ŝ	- 47	673	ŝ	9	Q	9	ڡ	Q	9	9	Q	Q	9	-	Ч	7	-	٦	-	٦	-		-	-	1	٦	2	~	~	1	~	w	Ś	ŝ	Ś	9	ø	ø	9	
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,	St Zip Parcel No	HR 56560 23-064-0501	NN 56560 23-064-0501	NN 56560 23-064-0501	NV 56560 23-064-0501	HN 56560 23-064-0501	NN 56560 23-064-0501	Mi 56560 23-064-0601	MN 56560 23-064-0601	NN 56560 23-064-0601	NN 56560 23-064-0601	MN 56560 23-064-0601	NN 56560 23-064-0601	MN 56560 23-064-0601	HN 56560 23-064-0601	HOK 56560 23-064-0601	HR 56560 23-064-0601	HN 56560 23-085-0117	HAN 56560 23-085-0110	NN 56560 23-085-0111	MN 56560 23-085-0112	NN 56560 23-085-0113	MN 56560 23-085-0114	NN 56560 23-085-0115			ND 58107 23-065-0114		56107	58107	58107	58107	58107	58107		ND 58107 23-065-0501	ND 28107 23-065-0501	ND 58107 23-065-0501	ND 58107 23-065-0501	ND 58107 23-065-0601	ND 58107 23-065-0601	58107	HD 56107 23-065-0601	
	city	MOORHEAD	MOORHEAD	MOORIEAD	HOORHEAD	HOORNEAD	MOORIJEAD	MOORIEND	MOORNIEAD	MCORHEAD	MOORNEED	HOORHEAD	CRAHNOCH	MOORICEAD	NOORHEAD	MOORHEAD	MOORHEAD	HOORHEAD	NOORHEAD	MCORIERD	, MOORHEAD	HOORIGERD	MOORIEND	MCORNEAD	NOORKEND	NCORVIEAD	FARGO	PARGO	FARGO	FARGO	Fargo	-		-		•			Fakco	_	Pargo		EARGO :	•
	kddress	RB 1 BOX 281	RR 1 BOX 281		RR 1 BOX 281	RR 1 BOX 281	RR 1 BOX 281	RR 1 BOX 281	RR 1 BOX 281	RR 1 BOY 281	L BUX	1 BOX	ž di		-		RR 1 BOX 281	Po Box 777	PO BOX 777	PO BOX 777	PO BOX 777	PO BOX 777	PO BOX 777	PO BOX 777	PO BOI 777	PO BOIL 777	PO 501 1980	PO BOX 1980	PO BOX 1980	PO BOX 1980	0661 X08 04	OBET YOR ON	0961 X08 04	ğ	Ň	ğ	ğ	PO BOX 1980	0061 X08 04		PO BOX 1980	ğ	PO BOX 1980	
;	UL Nookup Name	1042 Hegland Farms, Inc.	1043 Negland Farms, Inc.	1044 Negland Farmes, Inc.	1045 liegland Parms, Inc.	1046 kegland Farms, Inc.	1047 lkgland farms, Inc.	1048 Negland Farms, Inc.	1049 Negland Farms, Inc.		Farms,			In the second factors, Inc.	Hegland Farms,	1056 Hegland Parms, Inc.	1057 Hegland Farms, Inc.	1058 Anda, Roger Y.	1059 Anda, Roger H.	1060 Anda, Roger W.	Anda,	Aoda,	Anda,	1064 Anda, Roger H.	1005 Anda, Roger 4	1066 Anda, Roger H.	1067 Kiddleton, Manda N.	1068 Middleton, Handa N.	1069 Middleton, Wanda N.	10/0 Kiddleton, Wanda N.	10/1 Hiddleton, Wanda K.	JU/2 FLIGALETON, Marka N.	JU/S Middleton, Wanda M.						1079 Middleton, Wanda W.	1080 Middleton, Handa N.	1081 Middleton, Wande K.	1082 Middleton, Handa N.	1083 Middleton, Houde N.	
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35 Number of Records Read; 36 Number of Records Selected:

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EXHIBIT H TO JOINT RESOLUTION (TRACT 2/3)

DRAWINGS OF UTILITY HOOKUP NUMBERS NUMBERS 1-360 ASSIGNED LOTS (Developed) NUMBERS 361-456 ASSIGNED LOTS (Vacant) NUMBERS 457-540 UNASSIGNED LOTS (13 Pages)

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TOWN OF OAKPORT drawings of UTILITY HOOK-UP NUMBERS

NUMBERS 1-360 ASSIGNED LOTS (DEVELOPED) NUMBERS 361-456 ASSIGNED LOTS (VACANT) NUMBERS 457-540 UNASSIGNED LOTS

JANUARY 8, 1990

PREPARED BY



ULTEIG ENGINEERS INC.

STATE OF MINNESOTA. COUNTY OF CLAY. 5-15 I hereby cartify that the within instrument was filed in this office for report on the 21st November A.D. 19 90 at 8:15 day of ___ o'alock A.M. and wea duly Recorded on Miano Card / / Kilma County Recorder

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Deputy.

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FIRST AMENDMENT

TO

JOINT RESOLUTION BETWEEN

THE TOWN OF OAKPORT AND THE CITY OF MOORHEAD DESIGNATING AN AREA FOR ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTES SECTION 414.0325

(TRACT 2/3)

This Amendment is made and entered into the 5^{\pm} day of <u>November</u>, 1990 by and between Oakport and Moorhead.

1. Recitals.

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For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Resolution pursuant to paragraph 19 of the Joint Resolution.

b. That the purpose of this Amendment is to amend paragraph
9a(1)(b) to specify the type of aggregate material to be used to fill the abandoned septic tanks.

c. That this Amendment supercede in its entirety the existing language as found in paragraph 9a(i)(b) of the Joint Resolution.

Definitions.

2.

For the purposes of this Amandmant:

7086/2014-

a. "Amendment" shall mean this First Amendment to the Joint Resolution between the Town of Oakport and the City of Moorhead designating an area for orderly annexation pursuant to Minnesota Statutes Section 414.0325 (Tract 2/3). b. "Joint Resolution" shall mean the Joint Resolution between the Town of Oakport and the City of Moorhead designating an area for orderly annexation pursuant to Minnesota Statutes Section 414.0325 (Tract 2/3) made and entered into between Oakport and Moorhead covering the following described real estate:

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- (1) The South 754 feet of the Southwest Quarter (SW%) of Section Sixteen (16); and,
- (2) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and,
- (3) The West 1518 feet of the Northwest Quarter (NW%) of Section Seventeen (17); and,
- (4) The portion of the South Half (S¹/₂) of Section Seventeen (17) lying North of the Red River of the North; and,
- (5) The portion of Section Eighteen (18) lying East and North of said river; and,
- (6) The portion of Section Nineteen (19) lying East and North of said river; and,
- (7) The portion of Section Twenty (20) lying North and East of said river; and,
- (8) The portion of the West Half (W4) of Section Twenty-one (21) lying East of said river; and,
- (9) The portion of the Northwest Quarter of the Northwest Quarter (NW4NW4) of Section Twenty-eight (20) lying East of said river; and,
- (10) The portion of the Northeast Quarter of the Northeast Quarter (NEWNEW) of Section Twenty-nine (29) lying East of said river.

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(11) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:

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- (a) The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3); thence West 200 feet on the North line of Government Lot Three (3); thence North 554.5 feet parallel to the East line of Section Twenty-nine (29); thence East 200 feet to a point 14 feet West of the East line of Section Twentynine (29); thence South 554.5 feet to the point of beginning.
- (b) The second parcel described as beginning at the Northeast corner of Government Lot Four (4); thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4); thence South 2°45' East a distance of 8.52 chains (approximately 562.3 feet); thence North 44' East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29); thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.
- (12) The Moorhead Rod and Gun Club property described as two parcels:

- (a) The first parcal beginning at the Northwest corner of Section Thirty-three (33); thence South 456.9 feet on the West line of Section Thirty-three (33); thence East 286 feet; thence North 456.9 feet to the North line of Section Thirty-three (33); thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.
- (b) The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);

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thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41; thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32); thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

- (13) The real estate designated as Tract 3 in the Joint Powers . Agreement:
 - (a) The West Half of the East Half (WhEh) of Section Sixteen (16), and,
 - (b) The West Half (Wh) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter (SWA) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Southeasterly 228.98 feet; thence Southeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and,
 - (c) The North Half (N4) of Section Seventeen (17) LESS the West 1518 feet, and,
 - (d) The West Half of the East Half (WhEh) of Section Twenty-one (21), and
 - (e) The Wast Half of the East Half (WhE4) of Section Twenty-eight (28).

c. "Oakport" shall mean the Town of Oakport, a Town duly

organized and existing under the laws of the state of Minnesota.

3. <u>Amendment</u>. Subparagraph (b) of paragraph 9a(i) of the Joint Resolution is hereby revoked in its entirety and the following subparagraph (b) of paragraph 9a(i) is hereby adopted in its place and stead:

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(b) As each single family dwelling is hooked up to the wastewater collection system, all existing septic tanks will be removed or abandoned with abandonment to be handled as follows:

(1) Option One:

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- (a) Have the septic tank pumped by a licensed septic tank pumper;
- (b) Have the inlet and outlet pipes of the septic tank capped at the ends leading to the dwelling and to the drain field and at the ends of the septic tank; and
- (C) Have the septic tank filled with an approved aggregate material; or
- (11) Option Two:

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- (a) Have the septic tank pumped by a licensed septic tank pumper;
- (b) Have the inlet and outlet pipes of the septic tank capped at the ends leading to the dwelling and to the drain field and at the ends of the septic tank;
- (C) Have the top crushed; and
- (d) Have the septic tank filled with an approved aggregate material.

All approved aggegate material will be natural sand, gravel or crushed rock. The minimum sieve size of the sand will be One Hundred (100). The maximum size of the crushed rock will be three-fourths $(3/4^{\circ})$ inch.

4. <u>Ratification</u>. The Joint Resolution as amended by this Amendment, is hereby ratified and republished.

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SIGNATURE PAGE FOR FIRST AMENDMENT

TO JOINT RESOLUTION (TRACT 2/3)

Agreed to and adopted by the Town Board of Oakport, Minnesota, this

15th day of October, 1990.

10mil Donald D. Hartog, Town Board Chair

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ATTEST: Kuchl, Town Clerk М.

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SIGNATURE PAGE FOR FIRST AMENDMENT

TO JOINT RESOLUTION (TRACT 2/3)

Agreed to and adopted by the City of Moorhead, Minnesota, this <u>5⁴h</u> day of <u>November</u>, 1990.

Lanna 1hon Morris L. Lanning, Mayor

435480

Antonen, City Manager James/

MITESTI Kase & Richholz K.E. Eucholz, City Clerk

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THIS DOCUMENT WAS PREPARED BY:

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William L. Guy III Gunhus, Grinnell, Klinger, Swenson & Guy 512 Center Avenue P.O. Box 1077 Moorhead, Minnesota 56560-1077 (218) 236-6462 WLG-2477-1 F:\LRR\TOWNSHIP\JOINTRES.23

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CLAY COUNTY, MINNESOTA, I certify this	Instrument was filed for racord
Ronnie Render_	M. as document #
OUNY COUNTY RECORDER	DEPUTY
1	SECOND AMENDMENT

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JOINT RESOLUTION BETWEEN

THE TOWN OF CARPORT AND THE CITY OF NOORHEAD DESIGNATING AN AREA FOR ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTES SECTION 414.0325

490038

(TRACT 2/3)

This Amandment is made and entered into the 5th day of March, 1996 by and between Oakport and Moorhead.

1. <u>Recitals</u>.

For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amond the Joint Resolution pursuant to paragraph 19 of the Joint Resolution.

b. That the purpose of this Amendment is to amend paragraph 5 to increase the number of suthorized sewer and water hookups from 540 to 576, and to prohibit the authorization of any additional sewer and water hook-ups until after January 1, 2004.

c. That this Amendment supercede in its entirety the existing language as found in paragraph 5 of the Joint Resolution.
2. <u>Definitions</u>.

For the purposes of this Amendment:

a. "Amendment" shall mean this Second Amendment to the Joint Resolution between the Town of Oakport and the City of Moorhead designating an area for orderly annexation pursuant to Minnasota Statutes Section 414.0325 (Tract 2/3). b. "First Amendment" shall mean the First Amendment to the Joint Resolution.

c. "Joint Resolution" shall mean the Joint Resolution between the Town of Oakport and the City of Moorhead designating an area for orderly annexation pursuant to Minnesota Statutes Section 414.0325 (Tract 2/3) made and entered into between Oakport and Moorhead covering the following described real estate:

- (1) The South 754 feet of the Southwest Quarter (SWA) of Section Sixteen (16); and,
- (2) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and,
- (3) The West 1518 feet of the Northwest Quarter (NW%) of Section Seventeen (17); and,
- (4) The portion of the South Half (5%) of Section Seventeen (17) lying North of the Red River of the North; and,
- (5) The portion of Section Eighteen (18) lying East and North of said river; and,
- (6) The portion of Section Nineteen (19) lying East and North of said river; and,
- (7) The portion of Section Twenty (20) lying North and East of said river; and,
- (8) The portion of the West Half (WM) of Section Twenty-one (21) lying East of said river; and,
- (9) The portion of the Northwest Quarter of the Northwest Quarter (NWANNA) of Section Twenty-eight (28) lying East of said river; and,

-2-

- (10) The portion of the Northeast Quarter of the Northeast Quarter (NEXNEX) of Section Twenty-nine (29) lying East of said river.
- (11) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - (a) The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3); thence West 200 feet on the North line of Government Lot Three (3); thence North 554.5 feet parallel to the East line of Section Twenty-nine (29); thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29); thence South 554.5 feet to the point of beginning.
 - The second parcel described as (Ъ) beginning at the Northeast corner of Government Lot Four (4); thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4); thence South 2°45' East a distance of 8.52 chains (approximately 562.3 feet); thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29) thance North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to
- (12) The Moorhead Rod and Gun Club property described as two parcels:

the point of beginning.

(a) The first parcel beginning at the Northwest corner of Section Thirtythree (33); thence South 456.9 feet on the West line of Section Thirty-three (33); thence East 286 feet;

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thence North 456.9 feet to the North line of Section Thirty-three (33); thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

(b) The second parcel described as beginning at the Northeast corner of Section Thirty-two (32); thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North hank of Clay County ditch 41; thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirtytwo (32); thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

- (13) The real estate designated as Tract 3 in the Joint Powers Agreement:
 - (a) The West Half of the East Half (W/25/2) of Section Sixteen (16), and,
 - (b) The West Half (W%) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter (SW%) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence Southeast 7 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and,
 - (c) The North Half (N%) of Section Seventeen (17) LESS the West 1518 feet, and,
 - (d) The West Half of the East Half (W/SE/2) of Section Twenty-one (21), and
 - (e) The West Half of the East Half (W/25%) of Section Twenty-eight (28).

-4-

d. "Oakport" shall mean the Town of Oakport, a Town duly organized and existing under the laws of the State of Minnesota.
3. <u>Amendment</u>. Paragraph 5 of the Joint Resolution is hereby revoked in its entirety and the following paragraph 5 is hereby adopted in its place and stead:

* * * * * *

5. <u>Residential Growth</u>

a. Tract 2.

(i) <u>Designation of 576 Single-Family Residential Lots</u>. Upon compliance with such regulations as may be established by the Oakport Joint Powers Board, 576 single-family residential lots will be allowed to hook-up to the wastewater collection system and the water distribution system within Tract 2 at any time on or before December 31, 2014. The owners of Assigned Lots (designated on Exhibit F) will receive hook-up permits upon application to the Oakport Joint Powers Board, upon payment of such fees as may be established by the Oakport Joint Powers Board, and upon compliance with such requirements as may be established by the Oakport Joint Powers Board. The Unassigned Lots (designated on Exhibit G) are currently undeveloped and as configured will not be allowed to book-up due to non-compliance with the building, zoning, subdivision and land use control regulations applicable to the Service Area. Issuance of hook-up permits to owners of Unassigned Lots will be in the discretion of the Oakport Joint Powers Board upon a case by case determination

that the proposed development of the Unassigned Lot(s) in question will comply with the building, zoning, subdivision and land use control regulations applicable to the Service Area and upon payment of such fees as may be established by the Oakport Joint Powers Board. In no event shall the aggregate number of hook-up permits issued pursuant to this Section 5.1.(i) exceed 576. After December 31, 2014, all hook-ups to the wastewater collection system and the water distribution system, including any of the 576 single-family residential lots not previously hooked up, will be pursuant to the them existing policies of Moorhead.

(11) <u>No Additional Hook-Ups During the Period Ending</u> <u>December 31, 2003</u>. No wastewater collection system book-ups or water distribution system book-ups in addition to the aforementioned 576 single-family residential lots will be allowed within Tract 2 during the period ending December 31, 2003.

(iii) Additional Hook-Ups Allowed Beginning January 1, 2004. Beginning January 1, 2004, Oakport will be allowed nine (9) wastewater collection system and water distribution system book-ups per year in addition to the aforementioned 576 single-family residential lots within Tract 2. In the event that any of the nine (9) wastewater collection system and water distribution system bookups per year are not used, said wastewater collection system and water distribution

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system hook-ups are forfeited and will not be allowed to accrue or be carried forward into future years.

b. <u>Tract 3</u>. Any residential growth within Tract 3 will be in accordance with the Oakport Joint Powers Agreement.

* * * * * *

4. <u>Ratification</u>. The Joint Resolution as amended by the First Amendment and this Amendment, is hereby ratified and republished.

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SIGNATURE PAGE FOR SECOND AMENDMENT

TO JOINT RESOLUTION (TRACT 2/3)

Agreed to and adopted by the Town Board of Oakport, Minnesota, this 4th day of Marsh , 1996.

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Kevin K. Campbell, Town Board Chair

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SIGNATURE PAGE FOR SECOND AMENDMENT

TO JOINT RESOLUTION (TRACT 2/3)

Agreed to and adopted by the City of Moorhead, Minnesota, this 4^{14} day of March, 1995.

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Morris L. Lanning, Mayor

James W. Antonen, City Manager

ATTEST: Kaye E. Buchholz, City Clerk

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III Gunhus, Grinnell, Elinger, Swanson & Guy, Ltd. 215 30th Street North P.O. Box 1077 Woorhead, Minnesota 56561-1077 (218) 236-6462 WLG-2477-4 G:\USERS\LRR\TOWNSHIP\JOINTRE2.AMD

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