

IN THE MATTER OF THE JOINT
RESOLUTION OF THE CITY OF
NEW ULM AND MILFORD TOWNSHIP
DESIGNATING CERTAIN AREAS AS IN
NEED OF ORDERLY ANNEXATION
PURSUANT TO MINN. STAT. §414.0325

JOINT RESOLUTION FOR ORDERLY ANNEXATION

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

WHEREAS, the City and Township agree that municipal government most efficiently provides governmental services in areas which are developed for residential, commercial, industrial and governmental purposes, and that Township government most efficiently provides governmental services in areas used or developed for agricultural, open space and rural residential purposes; and

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

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

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

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

WHEREAS, pursuant to its CITY OF NEW ULM EXTRATERRITORIAL SUBDIVISION REGULATION RESOLUTION OF 2003 the City has determined that the extension of its subdivision regulations pursuant to Minnesota Statutes Section 462.358, Subd. 1 to include the areas defined in the attached Exhibits 1 and 2, is in the best interest of the City and has identified those areas as ones of potential future growth of the City;

WHEREAS, for the area designated herein, the City and the Township desire to accomplish the orderly annexation of said areas in a mutually acceptable and beneficial manner without the need for a hearing before the Minnesota Municipal Board as urban development occurs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Ulm and the Town Board of Supervisors of Milford Township as follows:

1. Designation of Orderly Annexation Areas. The City and Township hereby designate the following areas as in need of orderly annexation pursuant to the Minnesota Statutes, Section 414.0325:
 - a. "Orderly Annexation Area". The "Orderly Annexation Area," hereinafter referred to as the "Area", is that portion of Milford Township as legally described in Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, the Area is shown on the map attached hereto as Exhibit 2 and is generally an area of the Township that is or is about to become urban or suburban in character, and in the foreseeable future will have need of municipal sanitary sewer service.
2. Definitions. For the purposes of this Joint Resolution, the terms defined in this paragraph have the meanings given them:
 - a. "Abutting" shall have the meaning contained in the 2003 Minnesota Statute 414.011, Subdivision 6.
 - b. "Agricultural development" means improvements, buildings, structures, or fixtures, existing or proposed, suitable for use in farming located on ten (10) or more acres of agricultural land, including one single-family dwelling located on ten (10) or more acres of agricultural land that is or will be occupied by a farmer and structures attached to or incidental to the use of the dwelling.
 - c. "Agricultural land" means land used or to be used in farming.
 - d. "Any adjacent, necessary land" means any unincorporated land lying between the City and the area proposed for annexation or used or proposed for urban, non-farm development that, in the determination of the City and Township, is necessary to maintain the symmetry of its corporate boundaries along recognizable physical features; or any unincorporated land adjacent to the City lying between the City and the area proposed for annexation or used or proposed for urban, non-farm development that, in the determination of the City and Township, is necessary to effectively provide municipal services to said unincorporated area.

- e. "Dwelling" means any building or place used or intended to be used by human occupants.
- f. "Farming" means the cultivation of land for the production of agricultural crops, the raising of poultry, the production of eggs, the production of milk, the production of fruit or other horticultural crops, grazing, the production of livestock, aquacultural, hydroponics, or the production of forest products.
- g. "Individual Sewage Treatment System" means a sewage treatment system, or part thereof, serving a dwelling, or other establishments, which uses subsurface soils treatment and disposal. Individual sewage treatment system includes holding tanks and privies.
- h. "Licensed inspector" means a person who is licensed pursuant to Minnesota Statutes or Rules to conduct inspections to determine compliance of individual sewage treatment systems with local ordinances or the minimum standards as set forth in Minnesota Rules Chapter 7080 or other similar state statutes or rules.
- i. "Lot of record" means an existing lot within an existing subdivision, in which property has been platted and subdivided into lots and blocks, and said subdivision has been recorded in the office of the Brown County Recorder prior to the date of the adoption of this Joint Resolution.
- j. "MPCA" means the Minnesota Pollution Control Agency.
- k. "OAH-MBAU" means the Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments Unit.
- l. "Notice of Imminent Public Threat" means a notice given and signed by a licensed inspector under Minnesota Rules, Chapter 7080 or other similar state statute or rule, that an individual sewage treatment system presents an imminent threat to the public health or safety because said systems have failed or are failing as defined by Minnesota Rules, Chapter 7080.
- m. "Other establishment" means any public or private structure other than a dwelling which generates sewage.
- n. "Professional installer" means a person who designs, installs, alters, repairs, maintains, pumps or inspects individual sewage treatment systems pursuant to the minimum standards as set forth in Minnesota Rules, Chapter 7080 or other similar state statutes or rules.
- o. "State" means the State of Minnesota.

- p. "Urban, non-farm development" means any development, existing or proposed, which is not defined as agricultural development.
3. In Addition to the Other Terms of This Joint Resolution, the Following Agreements Apply to the Area:
- a. Acreage of the Area. The City and Township agree that the Area is designated as in for orderly annexation and contains approximately 610 acres.
 - b. No Hearing Required. The City and Township agree that the annexation of the Area may be initiated upon the occurrence of any of the following:
 - i. The City is required to provide municipal water service to a designated area within the Area by order of an agency of the State;
 - ii. Individual sewage treatment systems located in the Area are found by the MPCA or any other State agency to be failing and in need of municipal sanitary sewer service pursuant to Minnesota Statutes §115.49 or other similar state statutes;
 - iii. Over fifty percent (50%) of the area contained in the Area has been annexed;
or
 - iv. The City receives a petition for annexation from 100% of the property owners of an individual parcel of land;
 - v. The area is completely surrounded by the City;
 - vi. The City or property owner(s) is ordered by the State Pollution Control Agency or Department of Health to provide sewer or water service to a portion of the Township for the protection of public health and safety and/or because of immediate environmental concerns;
 - vii. The City decides to add an arterial or collector road to its Municipal State Aid street system, but only to the extent of the right-of-way needed for the road, and provided;
 - viii. The City determines by resolution that land, right-of-way or easements are needed for public works improvement project designed to provide sanitary sewer pumping and conveyance facilities, water supply, water storage or water conveyance facilities, stormwater retention, stormwater detention or stormwater conveyance facilities, but only to the extent needed for said facilities. The City's statutory condemnation authority shall not otherwise be limited by this provision.
 - ix. The City receives a petition from a majority of property owners, either in a given area or block in a platted residential subdivision or from the entire subdivision, for annexation and/or provision of sewer or water services. The defined area or block must consist of contiguous parcels, including those adjacent to and preceding the last parcel requesting annexation. Such an area shall be annexed together with any adjacent, necessary land such that

the annexation shall not create an island of Township property once petitioned properties are annexed.

- x. A licensed inspector determines that at least 35% of the individual sewage treatment system or individual wells within a platted residential subdivision or neighborhood in such a subdivision are failing or are not meeting state drinking water standards; or
- xi. The City and Township otherwise jointly agree in writing.

All annexations contemplated by this Joint Resolution shall not require a hearing or any consideration by OAH-MBAU, or its successor agency. The City and Township agree that, upon the occurrence of any of the above events triggering annexation as provided herein for any land located within the Area, the City shall provide written notice of such occurrence to the Township, and upon receipt of a resolution of the City (referred to as the "Annexation Resolution") describing such area along with a copy of this Joint Resolution, the Department of Administration or its successor agency, may review and comment, but shall within thirty (30) days of receipt of the Annexation Resolution and a copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the stated boundaries as described in the Annexation Resolution is appropriate, that no consideration by OAH-MBAU, or its successor agency, is necessary, and that all terms and conditions for annexation are provided for in this Joint Resolution. Provided that the requisite terms and conditions have been met as contained in this Joint Resolution, the Township shall not object to an annexation initiated by the City filing an Annexation Resolution with the OAH-MBAU, or its successor agency. As of the effective date of this Joint Resolution, there is no election requirement in the law to effect or accomplish an annexation. No such election shall be required to apply to any annexation provided herein either now or during which this Joint Resolution is in effect.

- c. No Urban, Non-Farm Development. The City and Township agree that all new urban, non-farm development within the Area is prohibited, unless the property proposed for such development and any adjacent, necessary land, is first annexed to the City pursuant to the terms and conditions of this Joint Resolution.
- d. Exceptions. The City and Township agree that the following development may occur within the Area without having to be first annexed prior to development thereof:
 - i. Agricultural development as defined in Paragraph 2(b); or
 - ii. Repair, improvements, or limited expansion of structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution; or
 - (a) For the purposes of this Paragraph, for existing residential uses, repair, improvement, or limited expansion of structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution shall not exceed a cumulative fifty percent (50%)

increase in square footage of each existing structure proposed for repair, improvement, or limited expansion over a five (5) year period.

(b) For purposed of this Paragraph, for existing commercial or industrial uses, repair, improvement, or limited expansion of structures currently used for urban, non-farm development in existence on the effective date of this Joint Resolution shall not exceed a cumulative ten percent (10%) increase in square footage of each existing structure proposed for repair, improvement, or limited expansion over a five (5) year period.

(c) Should such proposed repair, improvement, or limited expansion exceed the square footage provided for in this Paragraph, such urban, non-farm development shall be subject to annexation under the terms of this Joint Resolution.

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

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

e. Provision of Municipal Services. The City and Township agree that after annexation of the Area pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal governmental services thereto.

4. Building Permits Review. The City and Township agree that the City shall be responsible, as of the date of execution of this Joint Resolution, for the issuance of all building permits for urban, non-farm development, dwellings and associated structures within the Orderly Annexation Area in accordance with this Joint Resolution and applicable City ordinances.

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

a. Whenever any person(s) or business entity makes application ("Land Use Application") to have any parcel of land located within the Orderly Annexation Area subdivided, re-subdivided, platted, re-platted, zoned or rezoned, or whenever application is made for a building permit for the construction, repair or improvement of a building within the Orderly Annexation Area, or whenever application is made for a conditional use permit in the Area, such application shall be submitted to the City for review.

b. Should the City, during its review of a Land Use Application under subparagraph 5.a. above, determine that the Land Use Application qualifies as urban, non-farm development for which an exception is not listed under the terms of this Joint Resolution, the City shall provide notice to the Township and the property owner,

within thirty (30) days of receipt, that the property and any adjacent necessary land are subject to annexation and extension of services by the City in accordance with the terms of this Joint Resolution. The City shall in the notice state whether the City intends to annex the property and any adjacent necessary land. The City shall state in the notice that the property owner, in the event of annexation, may be responsible for all or part of the costs associated with the service extension.

- c. The City and Township, thereafter, within sixty (60) days of such notice, shall each consider and either approve or deny the annexation. If either the City or Township determines that such annexation is not appropriate or is premature, the City shall deny the Land Use Application.
 - d. If the City and Township both approve the annexation per Subpart (5)(c) above, the City and Township agree that the City may submit a resolution for annexation of the area proposed for urban, non-farm development in accordance with paragraph 3.b. of this Joint Resolution. The City and Township may also designate any adjacent, necessary land as also in need of orderly annexation and annex it in accordance with paragraph 3.b. of this Joint Resolution.
 - e. After annexation of an area as provided for in this paragraph, the City shall be responsible for providing municipal governmental services to the area annexed. This Paragraph 5 shall not limit or prohibit an annexation meeting any condition under Paragraph 3 above.
6. City Property. The City may at any time annex property owned by the City in accordance with paragraph 3.b. of this Joint Resolution.
7. Tax Reimbursement. For all property annexed pursuant to the Joint Resolution, the City shall remit to the Township, property taxes as follows:
- a. Property taxes payable on the annexed area for the year in which the annexation becomes effective shall be paid to the Township. Thereafter, property taxes shall be paid to the City but shall be apportioned as listed below, and the City shall make a cash payment to the Township yearly in the following amounts:
 - i. In the first year following the year in which the land was annexed, 90% of the property taxes paid to the Township in the year the land was annexed;
 - ii. In the second year following the year in which the land was annexed, 70% of the property taxes paid to the Township in the year the land was annexed;
 - iii. In the third year following the year in which the land was annexed, 50% of the property taxes paid to the Township in the year the land was annexed;

- iv. In the fourth year following the year in which the land was annexed, 30% of the property taxes paid to the Township in the year the land was annexed;
 - v. In the fifth year following the year in which the land was annexed, 10% of the property taxes paid to the Township in the year the land was annexed;
 - b. Thereafter all property taxes from the described property shall be paid to the City.
 - c. At the option of the City, the City may pay the Township the total sum due under Paragraph 7, in a lump sum, or prepay any remaining amount due, at any time.
- 8. Additional Annexations. In addition to annexations pursuant to this Joint Resolution, property within the Orderly Annexation Area may also be annexed to the City by ordinance as provided for in Minnesota Statutes Sections 414.033 and 414.0335 (or any amendment or replacement of the same) including property owner initiated annexations, annexations of City owned lands, annexations of completely surrounded areas, and annexations of ordered service extension areas.
- 9. Line Roads. For any Township roads that become the boundary line for the City and Township as a result of an annexation, the City shall assume responsibility for road maintenance and improvement for the entire section of the Township road that becomes the boundary line adjacent to the City.
- 10. The City and Township to Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
- 11. Assessments. The assessment policy of the City of New Ulm, as it applies now or as it may be amended from time to time, shall be incorporated by reference into this agreement.
- 12. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
- 13. Modification/Amendment. The Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the OAH-MBAU or its successor agency.
- 14. Term. This Joint Resolution shall be in full force and effect until January 1, 2035, unless otherwise terminated earlier by mutual written joint resolution of the City and Township or should the remaining unincorporated areas of the Township merge with the City, whichever comes first.

15. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
16. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
17. Attachments. All attachments referred to in this Joint Resolution are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.
18. Entire Agreement. The term, covenants, conditions, and provisions of this Joint Resolution, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
19. Disputes and Remedies. The City and Township agree as follows:
- a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective City and Township will direct staff members as they deem appropriate to meet as least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - b. Arbitration. When the parties to this Joint Resolution are unable to resolve the dispute, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation or binding arbitration.
 - c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims, or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to mediation or binding arbitration, either party may seek relief through initiation of any action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

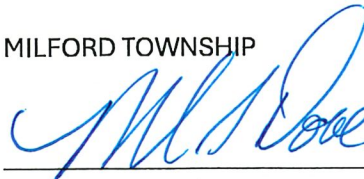
20. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City: Chris Dalton, City Manager (or his successor)
City Hall
100 North Broadway
New Ulm, MN 56073

If to the Township: Kristine Runck, Clerk (or her successor)
27332 187th Avenue
New Ulm, MN 56073

Approved by the Milford Township this 12th day of December, 2024.

MILFORD TOWNSHIP



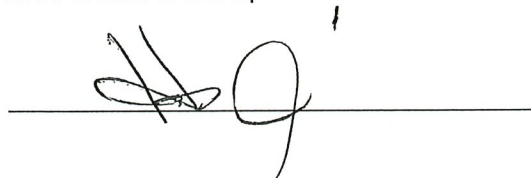
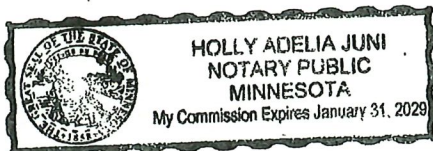
Michael Dove, Chairman



Kristine Runck, Clerk

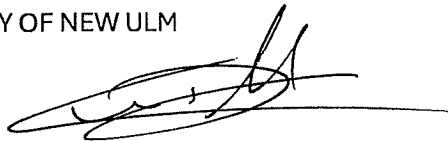
STATE OF MINNESOTA)
) ss.
COUNTY OF BROWN)

On this 12 day of Dec., 2024, before me, a notary public within and for said County, personally appeared Michael Dove and Kristine Runck, to me personally known, who, being by me duly sworn did say that they are respectively the Chairman and the Clerk of Milford Township named in the foregoing instrument, and that said instrument was signed in behalf of said Milford Township by authority of the Board of Supervisors and said Michael Dove and Kristine Runck acknowledged said instrument to be the free act and deed of said Township.

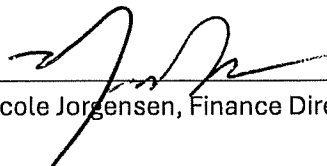


Approved by the City of New Ulm this 18th day of December, 2024.

CITY OF NEW ULM



Chris Dalton, City Manager



Nicole Jorgensen, Finance Director

STATE OF MINNESOTA)
) ss.
COUNTY OF BROWN)

On this 18th day of December, 2024, before me, a notary public within and for said County, personally appeared Chris Dalton and Nicole Jorgensen, to me personally known, who, being by me duly sworn did say that they are respectively the City Manager and the Finance Director of the City of New Ulm named in the foregoing instrument, and that said instrument was signed in behalf of said City of New Ulm by authority of the City Council and said Chris Dalton and Nicole Jorgensen acknowledged said instrument to be the free act and deed of said corporation.

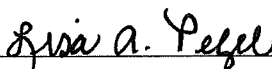


EXHIBIT 1

MILFORD TOWNSHIP ORDERLY ANNEXATION LEGAL DESCRIPTIONS

NOTE: Each legal description area is circled on Exhibit 2.

- 1) Lots 1-A, 2 and 4 of the Plat of the Southeast Quarter of the Northeast Quarter, the West Half of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter and the East 45 acres of the Northwest Quarter of all in Section 13, Township 110 North, Range 31 West, Brown County, Minnesota excepting therefrom, Lakeside Addition, North Highland 2nd Addition and Wels Subdivision.
- 2) That part of the East 44 acres of the East Half of the Southwest Quarter of Section 12 Township 110 North, Range 31 West, Brown County, Minnesota, described as follows: Beginning at the South Quarter corner of said Section 12; thence North 89 degrees 15 minutes 49 seconds West, a distance of 727.10 feet to the west line of the East 44 acres of said Southwest Quarter; thence North 00 degrees 50 minutes 29 seconds West on said west line, a distance of 2386.78 feet; thence North 26 degrees 52 minutes 56 seconds East, a distance of 263.93 feet to the north line of said Southwest Quarter; thence North 89 degrees 28 minutes 54 seconds East on said North line, a distance of 109.05 feet; thence South 45 degrees 40 minutes 47 seconds East, a distance of 702.01 feet to the east line of said Southwest Quarter; thence South 00 degrees 50 minutes 29 seconds East on said east line, a distance of 2142.02 feet to the point of beginning.
- 3) Lots A-4, A-9, A-10 and the balance of Lot A in the Northeast Quarter of the Southeast Quarter in Section 12, and the Northeast Quarter of the Southeast Quarter in Section 12 all in Township 110 North, Range 31 West, Brown County, Minnesota.
- 4) That part of the East 700.00 feet of the West 1514.00 feet of the North 1569.00 feet of the Northwest Quarter of Section 13, Township 110 North, Range 31 West, which lies southerly of the southerly railroad right-of-way line and the southerly right of way line of County Road No. 29, Brown County, Minnesota.
- 5) Lots 5 and 6 of the Plat of the Northwest Quarter of the Southwest Quarter of Section 13 Township 110 North, Range 31 West, Brown County, Minnesota.
- 6) That part of the Section 24 Township 110 North, Range 31 West, Brown County, Minnesota described as follows:
Beginning at the Southwest corner of said Section 24; thence North 00 degrees 10 minutes 37 seconds East on the west line of said Section 24, a distance of 3965.81 feet to the south line of Lot 1 Block 1, PALMER ADDITION, according to the recorded plat thereof; thence South 89 degrees 49 minutes 23 seconds East on said south line, a distance of 1145.10 feet to the west line of Block 2, NEW ULM AIRPORT SUBDIVISION; thence South 29 degrees 25 minutes 31 seconds East on said west line, a distance of 358.31 feet to the south corner of said Block 2, being of the west line of Block 3 of NEW ULM AIRPORT SUBDIVISION; thence

South 00 degrees 18 minutes 05 seconds West on said west line, a distance of 996.80 feet to a bend point in said west line; thence South 00 degrees 07 minutes 13 seconds West on said west line, a distance of 661.71 feet to the Southwest corner of said Block 3; thence North 89 degrees 58 minutes 11 seconds East on the south line of said Block 3, a distance of 940.67 feet to the Northwest corner of Block 4 of said NEW ULM AIRPORT SUBDIVISION; thence South 29 degrees 23 minutes 42 seconds East on the west line of said Block 4, a distance of 2266.41 feet to the south line of the Southeast Quarter of said Section 24; thence South 89 degrees 41 minutes 39 seconds West on said south line, a distance of 736.36 feet to the South Quarter corner of said Section 24; thence South 89 degrees 42 minutes 18 seconds West on the south line of the Southwest quarter of said Section 24, a distance of 2643.51 feet to the point of beginning.

- 7) That part of Sections 24 and 25, Township 110 North, Range 31 West and Section 30, Township 110 North, Range 30 West, Brown County, Minnesota, described as follows: Beginning at the Southeast corner of said Section 24; thence North 00 degrees 20 minutes 14 seconds East on the east line of the Southeast Quarter of said Section 24, a distance of 2625.91 feet to the East Quarter corner of said Section 24; thence North 00 degrees 20 minutes 37 seconds East on the east line of the Northeast Quarter of said Section 24, a distance of 1275.27 feet; thence South 57 degrees 03 minutes 14 seconds West, a distance of 969.98 feet to the northeast line of North Highland Avenue as per the plat of NORTH HIGHLAND AVENUE FIRST ADDITION; thence South 86 degrees 31 minutes 16 seconds West, a distance of 137.84 feet to the Southeast corner of Outlot C of MAPLEWOOD DRIVE FIRST ADDITION; thence Southwesterly on the south line of said Outlot C, a distance of 465.98 feet to the east line of Block 3 of NEW ULM AIRPORT SUBDIVISION; thence South 00 degrees 18 minutes 06 seconds West on said east line, a distance of 1130.93 feet to the southeast corner of said Block 3; thence South 89 degrees 53 minutes 30 seconds West on the south line of said Block 3, a distance of 334.68 feet to the Northeast corner of Block 4 of NEW ULM AIRPORT SUBDIVISION; thence South 29 degrees 23 minutes 42 seconds East on the east line of said Block 4, a distance of 3181.66 feet to the southeast corner of Block 4; thence South 45 degrees 20 minutes 18 seconds East, a distance of 120.78 feet; thence South 37 degrees 55 minutes 40 seconds East, a distance of 1629.10 feet; thence South 60 degrees 36 minutes 11 seconds West, a distance of 1140.29 feet to the west line of the Northwest Quarter of said Section 30; thence South 00 degrees 49 minutes 56 seconds East on said west line, a distance of 80.29 feet; thence North 89 degrees 35 minutes 27 seconds East, a distance of 1373.39 feet to the east line of the West Half of the West Half of said Section 30; thence North 00 degrees 22 minutes 48 seconds West on said east line, a distance of 1133.87 feet to the south line of Lot 1, Block 1, FIFTH NORTH STREET FIRST ADDITION; thence South 89 degrees 45 minutes 43 seconds West on said south line, a distance of 383.42 feet to the southwest corner of said FIFTH NORTH STREET FIRST ADDITION; thence North 00 degrees 14 minutes 17 seconds West on the west line of FIFTH NORTH STREET FIRST ADDITION, a distance of 1679.09 feet to the north line of the Northwest Quarter of said Section 30; thence South 89 degrees 40 minutes 16 seconds West on said north line, a distance of 987.57 feet to the point of beginning.

- 8) Lots A4, A5 P1 and P2 of BROWN COUNTY RIGHT OF WAY PLAT 01-027, Brown County, Minnesota, lying east of the southerly extension of the westerly line of Block 4 of NEW ULM AIRPORT ADDITION.

Prepared By: Bolton & Menk, Inc.
Sleepy Eye, MN.

Date: December 5, 2024

EXHIBIT 2

