

## **CHAPTER 20**

### **APPENDIXES**

#### **LISTING OF UNCODED ORDINANCES IN EFFECT**

**General Statement:**

All ordinances described in this Chapter remain in effect after adoption of the City Code, since they are of a permanent and continuing nature as authority for a certain specific act which has been performed. These ordinances have one thing in common that generally distinguishes them from other provisions of the City Code - their text have no continuing reference value. For this reason it appears justified to list and refer to them here only to facilitate finding them in the event this becomes necessary. Listings are grouped according to subject matter, but where only one or two ordinances appear on a single subject, they will be described in a paragraph.

## **APPENDIX A**

### **AUTHORIZATIONS, BOND ISSUANCES AND GRANTS**

#### **Section A - Authorizes Construction of Telephone Lines:**

1. Ordinance No. 16, New Series, adopted September 28, 1903, authorizes Kossuth Telephone Company and the Twin City Telephone Company to construct telephone lines and operate and maintain a telephone exchange for a period of twenty (20) years.

#### **Section B - Bond Issuance.**

1. Ordinance No. 39, New Series, adopted September 23, 1913, provides for issuance of bonds in the amount of \$6,000.00 for the purpose of extending the water works.
2. Ordinance No. 68, New Series, adopted November 10, 1919, provides for issuance of bonds in the amount of \$8,000.00 for the purpose of extending the water works.

#### **Section C - Grant to Chicago and Northwestern Railway.**

1. Ordinance No. 92, New Series, adopted May 12, 1930, grants to the Chicago and Northwestern Railway Company, the right to extend, construct and maintain a railroad track from the plant of the Blue Earth Canning Company across Seventh Street and the public alley in Block 88 of the Original Plat of the City.

## **APPENDIX B**

### **CHARTER AMENDMENTS**

1. Ordinance No. 264, New Series, adopted March 5, 1974, amends Section 3.09 of Chapter III of the City Charter.
2. Ordinance No. 267, New Series, adopted December 5, 1974, amends Sections 2.02 and 2.04 of Chapter II, and Sections 7.01, 7.02 and 7.07 of Chapter VII of the City Charter.
3. Ordinance No. 39, Third Series, adopted April 23, 1985, amends Ward Boundaries, Section 1.03, Chapter I of the City Charter. Section 4.07 of the City Charter.
4. Ordinance No. 97-04, Third Series, adopted May, 19th, 1997, amends Section 7.04(n) of Chapter VII of the City Charter.
5. Ordinance No. 98-04, adopted September 4, 1998, amendments to the City Charter.
6. Ordinance No. 99-16, adopted December 7, 1999 adding Section 12.09 to the City Charter.
7. Ordinance No. 03-13, adopted October 6, 2003 amends Sections 2.02, 2.03, 7.04(n) and 8.10 to the City Charter.
8. Ordinance No. 04-11, adopted August 16, 2004 amends Section 7.04(n) to the City Charter.
9. Ordinance No. 05-23, adopted November 21, 2005 amends Section 12.02 to the City Charter.
10. Ordinance No. 09-01, adopted February 17, 2009 amends Section 3.02 to the City Charter.
11. Ordinance No. 12-04, adopted February 21, 2012 adding Section 4.06 and renumbering Section 4.07 to the City Charter.
12. Section 1.05 to the City Charter amended and ratified by majority vote of qualified voters November 6, 2012.
13. Section 2.02 to the City Charter amended and ratified by majority vote of qualified voters November 6, 2012.

## APPENDIX C

### VACATIONS OF STREETS AND ALLEYS

	<b><u>Ordinance No.:</u></b>	<b><u>Date of Adoption:</u></b>	<b><u>Brief Description:</u></b>
	By Resolution	8/19/47	Alley in Block 17 of Garretson's Addition to Blue Earth City.
1.	216	6/6/67	Alley between North Half and South Half of Block 18, Plat of Garretson's Addition to Blue Earth City.
2.	222	9/19/67	Alley in Block 2 in Young's Addition to Blue Earth City.
3.	223	9/19/67	Alley in Block 2 in Young's Addition to Blue Earth City.
4.	241	5/18/71	A portion of First Street.
5.	251	7/18/72	Street lying South of Fourteenth Street.
6.	253	11/28/72	Street lying South of Fourteenth Street.
7.	265	5/7/74	Portion of Alley in Block 7 of Dow and Bowens Addition.
8.	271	5/20/75	Portion of a street known as Oak Knoll Court in Tanglewood Subdivision.
9.	276	9/2/75	Portion of Alley lying South of lots 4, 5, and 6 and North of lots 7, 8, 9 and 10 in Block 1 of Hartwick's Addition.
10.	277	9/2/75	Portion of Rice Street.
11.	296	12/6/77	A portion of Fourth Street lying between the North line of Block 60

and South line of Block 53,  
excepting the center 30 feet thereof.

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|-----|-----------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. | 297             | 12/20/77 | Ace Drive in Royal Acres, subject to existing easements and uses.                                                                                                                                                                                                                  |
| 13. | 2 (3rd Series)  | 9/19/78  | A portion of Oak Knoll Court in Tanglewood Second Subdivision of the City of Blue Earth.                                                                                                                                                                                           |
| 14. | 5 (3rd Series)  | 2/5/80   | A portion of a Street in Fairboard Subdivision of the City of Blue Earth                                                                                                                                                                                                           |
| 15. | 9 (3rd Series)  | 5/19/81  | A portion of Sixth Street lying North of Block 98 and South of Block 71 as designated on the Original Plat of the City of Blue Earth.                                                                                                                                              |
| 16. | 15 (3rd Series) | 7/6/82   | A portion of Walnut Street lying between Lot 3, Block 3 and Lot 1, Block 4 of Garretson's Addition to Blue Earth City.                                                                                                                                                             |
| 17. | 86-12           | 11/3/86  | A portion of Grant Street commencing at the north line of Second Street Northwest, Child's Park Addition thence Northerly to the City Limits of the City of Blue Earth.                                                                                                            |
| 18. | 87-4            | 10/6/87  | A portion of Fourth Street lying between Block 52 and Block 61 of the Original Plat of the City of Blue Earth.                                                                                                                                                                     |
| 19. | 89-2            | 6/20/89  | A portion of the East ½ of Hood Street located between the north line of Fifth Street and the South line of Third Street on the Original Plat of the City of Blue Earth.<br><br>A portion of Fourth Street lying between Block 53 and Block 60 of the Original Plat of the City of |

			Blue Earth, from the East line of Lot 8, Block 53 and the West line of Lot 6, Block 53.
20.	89-5	10/24/89	A part of Alley lying between Lots 1, 2, 3, Block 74 on the North side thereof and Lots 9 and 10 and the East ½ of lot 8 in Block 74 on the South side of the Alley as located on The Original Plat of the City of Blue Earth.
21.	90-5	10/2/90	Alley being 16 feet in width running Easterly and westerly in Block 2 of Garretson's Addition to Blue Earth City.
22.	91-2	8/20/91	A portion of Fourth Street lying between Block 53 and block 60 on The Original Plat of the city of Blue Earth.
23.	92-3	6/2/92	A portion of Alley running North and South located in Block 10 of Dow and Bowen's Addition to the City of Blue Earth.
24.	93-2	7/20/93	A portion of Alley lying between Lots 7 and 14 on the West and Lots 8, 9, 10, 11 and 12 on the East of Block 10, Young's Addition to Blue Earth City.
25.	93-3	8/3/93	West Third Street lying between Blocks 42 and 43 and that certain Alley running 16 feet in width Located in Block 43 of the Original Plat of the City of Blue Earth.
26.	93-4	9/21/93	A portion of Alley running along the East, West and South sides of Lots 5 and 6 in Block 6 of Sunnyside Addition to the City of Blue Earth.
27.	93-5	9/21/93	A certain alley running East and

			West located in Block 23 of the Original Plat of the City of Blue Earth.
28.	93-6	9/21/93	A portion of Alley lying North of Block 1, Child's Park Addition to the City of Blue Earth.
29.	93-7	10/5/93	The Frontage Road platted in Lot 1, Block 2 of Fair Board Subdivision to the City of Blue Earth.
30.	94-1	4/19/94	A portion of Alley running North and South between Lots 11, 12, and 13 on the East and Lot 14 on the West in Block 11 of Young's Addition to the City of Blue Earth.
31.	95-4	2/7/95	West second Street lying between Blocks 15 and 42 bounded by Holland Street on the East and a vacated West Street on the West.
32.	97-1	2/1/97	That part of Essler Avenue in Fairview Addition to the City of Blue Earth described in exhibit A to Ordinance 97-1. That part of the Utility Easements in Fairview Addition to the City of Blue Earth described in exhibit B to Ordinance 97-1.
33.	97-3	5/6/97	A portion of Galbraith Street lying East of Block 93 occupied by the triangular roof overhang of the structure owned by the Trinity Lutheran congregation.
34.	97-5	6/3/97	The Sanitary and Storm Sewer Easement over a tract of land 16 feet In width lying immediately North of the South 50 feet of Block 42 of the Original Plat of Blue Earth City.
35.	99-03	6/14/99	That part of Eleventh Street lying

between the East line of Moore Street and the West line of Galbraith Street.

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| 36. | 99-04 | 7/6/99 | All that part of the partial Cul-de-sac located along the east side of St. Luke's.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 37. | 99-06 | 9/7/99 | A portion of the alley lying between Lots 1 and 8 in Block 1 of Dow and Bowen's Addition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 38. | 00-10 | 7/5/00 | Part of Industrial Drive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 39. | 00-13 | 9/5/00 | W ½ of N. Ramsey Street ly N. of First Street and S. of Railroad right of way between Block 7 and 8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 40. | 01-06 | 9/4/01 | <p>All that part of Moore Street in the City of Blue Earth, Faribault County, Minnesota bound as follows:</p> <p>On the East by the west line of Lot 5 of Block Nine of the Original Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the County Recorder;</p> <p>On the South by the westerly extension of the south line of said Lot 5 of Block Nine;</p> <p>On the North by the southerly right-of-way line of the Union Pacific Railroad (formerly Iowa, Minnesota and Northwestern Railway Company);</p> <p>And on the West by a line lying parallel with and 25.00 feet West (measured at right angles) of the west line of said Lot 5 of Block Nine.</p> |

Said bounded portion of Moore Street contains 2.092 square feet.

41. 01-09 10/15/01

That all that part of the alley lying North of Lot Eight (8) and South of Lot One (1) in Dow and Bowens Subdivision be vacated subject to an easement described in Section II.

42. 02-02 6/3/02

See attached Exhibit B.

## **EXHIBIT B**

Blue Earth, City of  
F32.01426

Bolton & Menk, Inc.  
April 29, 2002

### **PROPERTY DESCRIPTION**

#### **SIXTH STREET ENCROACHMENT**

All that part of Sixth Street directly adjoining and lying north of Block Eighty-Six in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the northwest corner of Block Eighty-Six of Blue Earth City, Faribault County, Minnesota according to the original plat on file and of record in the office of the Faribault County Recorder; thence North 90 degrees 00 minutes 00 seconds East along the north line of Block Eighty-Six a distance of 22.90 feet to the point of beginning and west wall of former White House Restaurant building; thence continuing North 90 degrees 00 minutes 00 seconds East along the north line of Block Eighty-Six a distance of 97.50 feet to the east wall of said White House Restaurant building; thence North 0 degrees 00 minutes 00 seconds East a distance of 12.50 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 76.30 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 4.07 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 16.70 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 8.20 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 4.50 feet; thence South 0 degrees 00 minutes 00 seconds West (this course and the preceding six all being along the existing wall of said White House Restaurant) a distance of 0.23 feet to the point of beginning.

Together with the right to maintain any existing underground structural elements of said wall located within the unvacated portion of Sixth Street and existing structure overhangs located over Sixth Street, provided said structural elements existed on April 29, 2002 and were attached to and directly adjoining improvements lying within the above-described tract.

43.

03-01

2/3/03

All that part of Tenth Street and Galbraith Street in Young's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota described as follows:

Beginning at the northwest corner of Block Fifteen of Young's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the Plat on file and of record in the Office of the County Recorder; Thence North 0 degrees 15 minutes 32 seconds East (assumed bearing) along the northerly extension of the west line of Block Fifteen a distance of 6.00 feet to a line lying parallel with and 6.00 feet north (measured at right angles) of the north line of Block Fifteen; thence South 89 Degrees 45 minutes 28 seconds East parallel with the north line of Block Fifteen a distance of 333.39 feet to a line lying parallel with and 31.00 feet east (measured at right angles) of the east line of Block Fifteen; thence South 0 degrees 13 minutes 32 seconds West parallel with the east line of Block Fifteen a distance of 101.00 feet; thence North 89 degrees 45 minutes 28 seconds West parallel with the north line of Block Fifteen a distance of 31.00 feet to the east line of Block Fifteen; thence North 0 degrees 13 minutes 32 seconds East along the east line of block Fifteen a distance of 95.00 feet to the northeast corner of Block Fifteen; thence North 89 degrees 45 minutes 28 seconds West along the north line of Block Fifteen a distance of 302.40 feet to the point of beginning.

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|-----|-------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 44. | 04-07 | 6/21/04  | That all of the east alleyway abutting Lots 7 and 14 on the East and abutting Lots 8, 9, 10, 11, 12 and 13 on the West, in Block 7 or Young's Addition to the City of Blue Earth, be vacated.                                                    |
| 45. | 04-06 | 8/16/04  | That all that part of North Circle Drive adjoining Block 1 and Block 2 in Buccaneer Addition be vacated subject to an easement described in Section II.                                                                                          |
| 46. | 04-16 | 9/20/04  | That all that part of Hood Street between 2 <sup>nd</sup> and 3 <sup>rd</sup> Streets be vacated subject to an easement described in Section II.                                                                                                 |
| 47. | 04-19 | 11/04/04 | That the alley adjoining Lots 1, 2, 3, 8, 9, and 10 located in Block 87 of the Original Plat of the City of Blue Earth be vacated subject to an Easement described in Section II.                                                                |
| 48. | 05-01 | 9/19/05  | That the alley adjoining Lots 1, 2, 3, 8, 9, and 10 located in Block 88 of the Original Plat of the City of Blue Earth subject to an easement described in Section II.                                                                           |
| 49. | 07-07 | 8/6/07   | That all that part of the alleyway lying south of Lots 4, 5 and that part of 3 lying westerly of the railroad right-of-way in Block 52 of the Original Plat of the City of Blue Earth be vacated subject to an easement described in Section II. |
| 50. | 09-05 | 9/8/09   | That all that part of North Moore Street located North of First Street described as follows be vacated subject to an easement described in Section II.                                                                                           |

All that part of Moore Street in the

City of Blue Earth, Faribault County, Minnesota bounded as follows:

On the West by the West line of Lot One (1) of Block Ten (10) of the Original Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the Office of the County Recorder.

On the South by the Easterly extension of the South line of said Lot One (1) of Block Ten (10);

On the North by the Southerly right-of-way line of the Union Pacific Railroad (formerly Iowa, Minnesota and Northwestern Railway Company);

And on the East by the West line of Lot Five (5) of Block Nine (9) of the Original Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the Office of the County Recorder.

51. 11-04 5/2/11

That all that part of the alley running north and south between the North Half of Lots 4 and 7 in Block 10, Dow and Bowen's Addition to the City of Blue Earth be vacated subject to an easement described in Section II.

52. 11-09 10/17/11

That all that part of Oak Knoll Court within the City of Blue Earth described as follows be vacated subject to an easement described in Section II.

That part of Oak Knoll Court delineated and dedicated in

Rearrangement of Lots 2, 3, 4, & 5, Block 2, Lot 2, Block 3 & part of Oak Knoll Court, Tanglewood Subdivision in the City of Blue Earth, Faribault County, Minnesota, lying within a strip of land 11.25 feet wide, which lies northwesterly of and adjoins a line described as follows:

Commencing at the northeast corner of said Lot 2, Block 3; thence on an assumed bearing of South 90 degrees 00 minutes 00 seconds West along the north line of said Lot 2, Block 3, a distance of 52.00 feet to a point of curvature; thence westerly and southwesterly a distance of 43.09 feet along the northwest line of said Lot 2, Block 3, being a tangential curve, concave to the southeast, having a radius of 68.00 feet and a central angle of 36 degrees 18 minutes 29 seconds to the point of beginning of the line to be described; thence continuing southwesterly a distance of 25.28 feet along said tangential curve, having a central angle of 21 degrees 18 minutes 08 seconds, and there terminating.

53. 12-08

8/20/12

That all that part of the alley running east to west in Block 86 of the Original Plat to the City of Blue Earth between Lots 3, 4 and 5 on the north and Lots 6, 7 and 8 on the south in said Block 86 be vacated subject to an easement described in Section III.

That all that part of the South one-half of the alley running east to west in Block 86 of the Original Plat of the City of Blue Earth lying adjacent

to the North line of Lot Nine (9) located in said Block 86 be vacated subject to an easement described in Section III.

54. 17-03 8/21/17

That all those parts of North Hood Street and South Hood Street between the South line of East 2<sup>nd</sup> Street and the North line of East 7<sup>th</sup> Street as designated upon the Original Plat of the City of Blue Earth, subject to the easement described in Section V.

That all that part of Third Street Northwest lying east of the East line of Childs Street, as designated upon the Original Plat of Childs Addition to the City of Blue Earth, subject to the easement described in Section V.

That all that part of Park Street lying South of the South line of the Chicago and Northwestern Railroad right-of-way to the North line of Leland Parkway/ West First Street as designated upon the Original Plat of Park Addition to the City of Blue Earth, subject to the easement described in Section V.

That all that part of North Grant Street lying South of the South line of the Chicago and Northwestern Railroad right-of-way to the North line of Leland Parkway/West First Street as designated upon the Original Plat of Park Addition to the City of Blue Earth, subject to the easement described in Section V.

55. 18-03 2/5/18

That all those parts of an alleyway running in an East/West direction located in Block Six (6) of the original plat of the City of Blue

			Earth on file and of record in the Office of the County Recorder, Faribault County, Minnesota be vacated subject to easement described in Section II.
56.	18-08	8/6/18	That all those parts of an alleyway running in a North/South direction located in Block Ninety-five (95) of the original plat of the City of Blue Earth on file and of record in the Office of the County Recorder, Faribault County, Minnesota be vacated subject to the easement described in Section II.
57.	19-02	2/4/19	That all those parts of North Sailor Street running in a North/South direction located between Blocks One (1) and Two (2) of the original plat of the City of Blue Earth on file and of record in the Office of the County Recorder, Faribault County, Minnesota be vacated subject to the easement described in Section II.
58.	20-04	12/7/20	That all of Greenfield Road as dedicated upon the Plat of Domes Addition to the City of Blue Earth, Faribault County, Minnesota be vacated subject to an easement described in Section II.
59.	21-04	2/1/21	A tract of land in the Northwest Quarter of the Northwest quarter of Section 17, Township 102 North, Range 27 West, of the 5 <sup>th</sup> P.M. in the City of Blue Earth, Faribault County, Minnesota described as follows: Beginning at the Northeast corner of Block 15, Original Plat of the City of Blue Earth according to the plat thereof on file and of record in the Office of the County Recorder,

Faribault County, Minnesota; thence North 79 degrees 42 minutes 29 seconds West, (the north line of said Block 15 is assumed to bear North 89 degrees 16 minutes 17 seconds East), a distance of 220.4 feet to the west line of the Northwest Quarter of said Section 17; thence South, along said west line, a distance of 42 feet, more or less, to a point on the north line of said Block 15 extended westerly; thence North 89 degrees 16 minutes 17 seconds East, along said westerly extension and the north line of said Block 15, a distance of 216.6 feet to the point of beginning. Said tract contains 4,565 square feet of land.

**APPENDIX D**  
**ANNEXATIONS**

	<b><u>Ordinance No.:</u></b>	<b><u>Date of Adoption:</u></b>	<b><u>Brief Description:</u></b>
1.	164	11/1/49	A tract known as Auditor's Lots 33 and 34, 20-102-27; And a tract located in the SE1/4 of NW1/4 of 20-102-27.
2.	195	11/2/61	A tract commencing 80 rods South of the NE1/4 of Section 20-102-27.
3.	209	12/1/64	A tract of land abutting the NW1/4 of NE1/4 of 18-102-27.
4.	220	7/6/67	A part of SW1/4 of 7-102-27, and a part of NE1/4 of 18-102-27.
5.	226	2/27/68	A tract in NE1/4 of NE1/4 of 19-102-27 lying North of center of the Blue Earth River.
6.	228	6/18/68	A tract of land in E1/2 of NE1/4 of 19-102-27.
7.	255	12/5/72	A tract in the S1/2 of NE1/4, 20-102-27, and the East 33 feet of SE1/4 of NW1/4 of 20-102-27 except the North 48 rods.
8.	273	7/1/75	Part of S1/2 of NW1/4 of 20-102-27, and part of E1/2 of NE1/4 of 19-102-27.
9.	281	2/3/76	Tract of land in the SE1/4 of SW1/4 of 5-102-27, SW1/4 of SE1/4 of 5-102-27, NW1/4 of NE1/4 of 8-102-27, SW1/4 of NE1/4 of 8-102-27, SE1/4 of NE1/4 of 8-102-27 and NE1/4 of SE1/4 of 8-102-27.
10.	286	8/3/76	Tract of land in SE1/4 of 8-102-27.

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| 11. | 95-8  | 9/5/95  | A tract of land in NE1/4 of 8-102-27.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12. | 01-01 | 1/2/01  | <p data-bbox="951 300 1442 485">A 45.00 foot wide tract of land described as the West 45.00 feet of SW1/4 of 9-102-27 being the existing roadway right-of-way of Co. Rd. No. 103.</p> <p data-bbox="951 522 1442 590">A tract of land in SW1/4 of SW1/4 of 9-102-27.</p> <p data-bbox="951 630 1442 814">A tract of land in NW1/4 of NW1/4 of 16-102-27 and that part of E1/2 of SE1/4 of 12-102-28 lying South of railroad right-of-way of the Chicago and Northwestern Railway Co.</p> |
| 13. | 07-03 | 2/20/07 | That portion of Block 14 lying East of the center of the East fork of the Blue Earth River, Block 10, Block 15 and Lot 2 of Block 11 of School Subdivision of the NW1/4 of 16-102-27.                                                                                                                                                                                                                                                                                                    |
| 14. | 14-06 | 5/19/14 | A tract of land in the Southwest Quarter of Section 5, Township 102 North, Range 27 West, in Faribault County, Minnesota.                                                                                                                                                                                                                                                                                                                                                                |

## APPENDIX E

### CONVEYANCES OF REAL PROPERTY MADE BY CITY

#### Third Series of Ordinances

	<u>Ordinance No.:</u>	<u>Date of Adoption:</u>	<u>Brief Description:</u>
1.	4	7/17/79	A tract of land in the S1/2 of SW1/4 of 8-102-27.
2.	11	9/21/81	North 60 feet of Lots 9 and 10, Block 90, City of Blue Earth.
3.	11	9/21/81	West ½ of lot 2 and the East ½ of Lot 3, Block 51, City of Blue Earth.
4.	11	9/21/81	West ½ of a tract commencing at a point 460 ft. South of the SE corner of block 16, Garretson's Addition.
5.	19	11/23/82	Lot 7, Block 32, City of Blue Earth.
6.	19	11/23/82	Lots 4 and 5, Block 57, City of Blue Earth.
7.	19	11/23/82	Lot 2, Block 9, Garretson's Addition to the City of Blue Earth.
9.	19	11/23/82	Lot 8, Block 31 and ½ of alley adjoining to the North, City of Blue Earth.
10.	19	11/23/82	Lots 9 and 10, Block 31 and ½ of alley adjoining to the North, City of Blue Earth.
11.	19	11/23/82	Lot 7, Block 31 and ½ of alley adjoining to the North, City of Blue Earth.
12.	23	3/29/83	Lot 1, Block 34, City of Blue Earth.
13.	24	5/17/83	Assisi Residence - SW1/4 of SW1/4

of 8-102-27.

- |     |      |         |                                                                                                                             |
|-----|------|---------|-----------------------------------------------------------------------------------------------------------------------------|
| 14. | 26   | 11/1/83 | Lot 8, Block 6, Child's Park Addition, City of Blue Earth.                                                                  |
| 15. | 26   | 11/1/83 | North 97 ft, of Lot 6 and West 40 ft. Of lot 7, the North 30 ft. and the West 8 ft. of Lot 8, Block 38, City of Blue Earth. |
| 16. | 27   | 12/6/83 | Lot 9, Block 45, City of Blue Earth.                                                                                        |
| 17. | 34   | 1984    | NE1/4 of NE1/4 of 8-102-27.                                                                                                 |
| 18. | 34   | 1984    | Lot 5, Block 3, Child's Park Addition, City of Blue Earth.                                                                  |
| 19. | 40   | 5/7/85  | Lots 1 and 2, Block 92, City of Blue Earth.                                                                                 |
| 20. | 87-1 | 1/1987  | NW1/4 of 17-116-32, Renville County, Minnesota.                                                                             |
| 21. | 91-1 | 1/15/91 | Lots 1, 2, 3 and 4, Block 1, Hillside Addition, City of Blue Earth.                                                         |
| 22. | 91-3 | 8/20/91 | Public Works Warehouse - Block 80, City of Blue Earth.                                                                      |
| 23. | 93-1 | 5/27/93 | North 325 ft. and East 100 ft. of Lot 1, Block 2, Fairboard Subdivision, City of Blue Earth, Parcel No. 21-305-0110.        |
| 24. | 94-2 | 4/28/94 | Lot 1, Block 2, Fairboard Subdivision, city of Blue Earth.                                                                  |
| 25. | 94-3 | 5/3/94  | Title Ambiguities - John H. Stauffer. Caused by extension of Ramsey Street, McArthur's Addition to City of Blue Earth.      |
| 26. | 95-1 | 1/3/95  | Vacated Alley between Lots 12 and 13 on the East and lot 14 of the                                                          |

			West, and the West ½ of vacated alley between lot 11 on the East and Lot 14 on the West, Block 11, Young's Addition to the City of Blue Earth.
27.	96-2	5/7/96	Tract of Land in the SW 1/4 of 7-102-27.
28.	96-3	6/25/96	Lots 1, 2,3,4,5 and 6, Block 3 of Sunnyside Addition to the City of Blue Earth.
29.	96-3	6/25/97	Tract of Land in NE1/4 of 20-102-27.
30.	96-4	6/25/96	Lot 7, Block 1, Young's Addition to City of Blue Earth. Parcel No. 21-693-0070.
31.	97-06	7/15/97	Sale of Portion of Municipal Parking Lot located at 6 <sup>th</sup> and Moore to Double Play.
32.	98-06	11/17/98	Outlot C, Valley Highlands Third Subdivision, City of Blue Earth
33.	99-01	1/19/99	Lot 1 in Block 2 of Buccaneer Addition, City of Blue Earth  The North 20.00 feet of Lot 5 in Block 3 of Buccaneer Addition to the City of Blue Earth.
34.	99-05	7/6/99	Lots 1, 2, and 3 in Block 15 in Young's Addition to the City of Blue Earth and all that part of the Northeast Quarter of the Southwest Quarter of 17-102-27 lying South and adjoining said lots.  Block 2 of McArthur's Addition to the City of Blue Earth and all that part of the Southeast Quarter of the Southwest Quarter of 17-102-27

			lying North of and adjoining said Block.
35.	99-14	10/19/99	A tract of land in Lot 1 of Block 2 of Fair Board Subdivision, City of Blue Earth.
36.	00-01	1/18/00	Part of Outlot A, Valley Highlands Fourth Subdivision.
37.	00-08	5/16/00	Lot 7 exc. N 58.3 ft and Lot 8 and vacated Ace Drive lying N of Oak Knoll Court, Royal Acres Subdivision.
38.	00-18	11/21/00	Tract of land in the SW1/4 of 7-102-27 (between Telex and Tafco)
39.	01-03	5/07/01	Lot Two (2) in Block Sixteen (16) in Young's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota, according to the Plat of said Addition on file and of record in the office of the Register of Deeds of said County, EXCEPTING THEREFROM the East twenty-five (25) feet thereof.
40.	01-05	7/16/01	Lot Seven (7) in Block Thirty-one (31), and one-half of vacated alley adjoining said premises on the North in the City of Blue Earth, Faribault County, Minnesota, according to the Plat of said Blue Earth City on file and of record in the office of the County Recorder of said County.
41.	02-01	2/04/02	See attached Exhibit A.

EXHIBIT "A"  
CONSOLIDATED PROPERTY DESCRIPTION

DIME STORE SITE - BLUE EARTH

A tract of land in Lots 9 and 10 in Block 95 in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the southeast corner of Lot 10 of Block 95 of the Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota; thence North 0 degrees 00 minutes 20 seconds West along the East line of Lot 10 a distance of 67.67 feet to the point of beginning; thence South 90 degrees 00 minutes 00 seconds West parallel with the south line of Lot 10 a distance of 60.54 feet to the west line of Lot 10; thence North 0 degrees 00 minutes 20 seconds West along the west line of Lot 10 a distance of 3.88 feet to the south line of the North Half of Lot 9; thence South 90 degrees 00 minutes 00 seconds West along the south line of the North Half of Lot 9 a distance of 27.23 feet; thence North 0 degrees 00 minutes 20 seconds West parallel with the east line of Lot 9 a distance of 22.37 feet to the south line of the North 49.15 feet of Lot 9; thence South 90 degrees 00 minutes 00 seconds West parallel with the north line of Lot 9 a distance of 19.81 feet to the east line of the West 13.50 feet of Lot 9; thence North 0 degrees 00 minutes 20 seconds West parallel with the west line of Lot 9 a distance of 49.15 feet to the north line of Lot 9; thence North 90 degrees 00 minutes 00 seconds East along the north line of Lots 9 and 10 a distance of 107.58 feet to the northeast corner of Lot 10; thence South 0 degrees 00 minutes 20 seconds East along the east line of Lot 10 a distance of 75.43 feet to the point of beginning.

42. 02-04 9/03/02 Lots One (1), Two (2) and Three (3) in Block Three (3) of Buccaneer Subdivision to the City of Blue Earth and the following described tract:

A tract of land in Outlot A of Buccaneer Subdivision to the City of Blue Earth abutting Lots 1, 2 and 3 of Block 3 thereof described as follows:

Commencing at the Northeast corner of Lot One (1) in said Block Three (3); thence South along the East line of Lot 1, 2 and 3 to the Southeast corner of Lot Three (3); thence East 140 feet on the Easterly extension of the South line of said Lot 3; thence North 310 feet parallel with the East line of said Lots 1, 2 and 3 to a point on the South line of 14<sup>th</sup> Street in the City of Blue Earth and thence West along the South line of said 14<sup>th</sup> Street also described as the Easterly extension of the North line of Lot 1 in said Block 3 to the point of beginning of the tract herein described.

43. 02-07 12/02/02 Lot 7 in Block Twenty-four as designated upon the Original Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Register of Deeds of said County.

A tract of land in Lot 6 of Block Twenty-four of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota described as follows:

Beginning at the southeast corner of Lot 6 of Block Twenty-four of Blue

Earth City (now City of Blue Earth), Faribault County, Minnesota according to the original plat thereof; thence North 0 degrees 00 minutes 00 seconds East (assumed bearing) along the east line of Lot 6 a distance of 142.96 feet to the northeast corner of Lot 6; thence South 89 degrees 56 minutes 46 seconds West along the north line of Lot 6 a distance of 51.23 feet; thence South 24 degrees 22 minutes 11 seconds East a distance of 94.34 feet to a circular curve, concave westerly and having a radius of 138.09 feet; thence southwesterly along said curve through a central angle of 24 degrees 22 minutes 11 seconds an arc length of 58.74 feet to the point of beginning.

Said tract contains 2,961 square feet (0.068 acres).

44. 03-06 4/21/03

Lot 5 of Block One of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder excepting therefrom the following described tract:

Beginning at the southwest corner of Lot 5 of Block One of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence North 0 degrees 00 minutes 00 seconds East along the west line of Lot 5 a distance of 90.00 feet; thence North 88 degrees 36 minutes 20 seconds East a distance of 165.00

feet to the east line of Lot 5; thence South 0 degrees 00 minutes 00 seconds West along the east line of Lot 5 a distance of 90.00 feet to the southeast corner of Lot 5; thence South 88 degrees 36 minutes 20 seconds West along the south line of Lot 5 a distance of 165.00 feet to the point of beginning.

Subject to easements of record in said city, county and state.

The "North Tract" contains 32,660 square feet (0.750 acres) including easements of record and excluding the excepted tract.

45. 03-07 4/21/03

A tract of land in Lot 5 of Block One of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota described as follows:

Beginning at the southwest corner of Lot 5 of Block One of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence North 0 degrees 00 minutes 00 seconds East along the west line of Lot 5 a distance of 90.00 feet; thence North 88 degrees 36 minutes 20 seconds East a distance of 165.00 feet to the east line of Lot 5; thence South 0 degrees 00 minutes 00 seconds West along the east line of Lot 5 a distance of 90.00 feet to the southeast corner of Lot 5; thence South 88 degrees 36 minutes 20 seconds West along the south line of Lot 5 a distance of 165.00 feet to the point of beginning.

Subject to easements of record in said city, county and state.

Said tract contains 14,846 square feet (0.341 acres) including easements of record.

46. 03-09 6/2/03

A tract of land in Outlot A of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota described as follows:

Beginning at the southeast corner of Lot 4 of Block Three of BUCCANEER ADDITION in the City of Blue Earth, Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence North 0 degrees 00 minutes 00 seconds East along the east line of Lot 4 a distance of 90.00 feet to the northeast corner of Lot 4; thence North 88 degrees 36 minutes 20 seconds East along the easterly extension of the north line of Lot 4 a distance of 140.00 feet; thence South 0 degrees 00 minutes 00 seconds West a distance of 90.00 feet to the north line of Lot 5 of Block Three; thence South 88 degrees 36 minutes 20 seconds West along the north line of Lot 5 a distance of 140.00 feet to the point of beginning.

47. 04-15 8/16/04

The North Half (N1/2) of Lots Four (4) and Five (5), Block Sixty-two (62) Blue Earth City (now City of Blue Earth), Faribault County, Minnesota, according to the plat thereof on file and of record in the Office of the Register of Deeds of said County.

48. 04-17 8/16/04

Lots One (1), Two (2), Three (3) and

			Four (4) and the vacated North Circle Drive abutting said Lots in Block One (1), Buccaneer Subdivision to the City of Blue Earth, Faribault County, Minnesota.
49.	04-18	9/20/04	Lots 1, 2, 8 and 9 all in Block 88 as designated upon the recorded plat of the City of Blue Earth, Faribault County, Minnesota, EXCEPT a tract commencing at a point 50 feet East of the Southwest corner of Lot 2 on the South line of Lot 2, thence East 20 feet along the South line of Lot 2, thence North 20 feet parallel with the East line of Lot 1, thence West 20 feet parallel with the South line of Lots 1 and 2, and thence South 20 feet to point of beginning.
50.	04-24	11/15/04	The North 32 feet of Lot Ten (10) in Block Sixty-three (63) as designated upon the Plat of Blue Earth City (now City of Blue Earth) Faribault County, Minnesota, on file and of record in the Office of the Register of Deeds in and for said Faribault County.
51.	04-26	12/7/04	Lot Three (3) in Block Four (4) of TANGLEWOOD SECOND SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota, as designated upon the Plat of said Subdivision on file and of record in the Office of the Register of Deeds in and for said Faribault County, Minnesota.
52.	05-13	5/2/05	A 20.00 foot wide permanent utility easement over, under, and along a strip of land in the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Seven (7), Township One Hundred Two (102) North, Range

Twenty-seven (27) West of the Fifth Principal Meridian in the City of Blue Earth, Faribault County, Minnesota, lying 20.00 feet (measured at right angles) easterly of and adjacent to the described Line A. All easement sidelines shall be shortened or extended to terminate on the north at the southerly railroad right-of-way line of the Chicago and North Western Transportation Company.

- |     |       |         |                                                                                                                                                                                                                                       |
|-----|-------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 53. | 06-07 | 4/3/06  | A tract of land in Lot 1 of Block Two of Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota.                                                                                                               |
| 54. | 06-08 | 6/19/06 | A tract of land in the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section Eight (8), Township 102 North, Range Twenty-seven (27) West in the City of Blue Earth, Faribault County, Minnesota.                     |
| 55. | 06-10 | 6/5/06  | Lots Nine (9) and Ten (10) in Block Seventy-five (75) as designated upon the Original Plat of Blue Earth City.                                                                                                                        |
| 56. | 06-12 | 8/7/06  | A tract of land in the West Half of the Southwest Quarter (W1/2 SW1/4) of Section Seven (7), Township 102 North, Range Twenty-Seven (27) West of the Fifth Principal Meridian in the City of Blue Earth, Faribault County, Minnesota. |
| 57. | 08-03 | 4/7/08  | That part of Outlot B of Valley Highland Third Subdivision in the City of Blue Earth, Faribault County, Minnesota lying North of the following described line:<br>Commencing at a point on the West                                   |

line of Outlot B that is 120 feet  
South of the Northwest corner of  
Outlot B and running Easterly to the  
Southwest corner of Lot Six (6) in  
Block One of Valley Highlands  
Second Subdivision of Blue Earth.

58. 10-05

7/14/10

A tract of land in the Southwest  
Quarter of Section 7, Township 102  
North, Range 27 West in the City of  
Blue Earth, Faribault County,  
Minnesota. See attached Exhibit A.

EXHIBIT "A"

LEGAL DESCRIPTION

NELSON BUILDING SITE

A tract of land in the Southwest Quarter of Section 7, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 7, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota; thence South 89 degrees 04 minutes 19 seconds West (assumed bearing) along the South line of the Southwest Quarter a distance of 292.75 feet to the east line of Commerce Drive (formerly Industrial Site Roadway); thence North 0 degrees 41 minutes 01 seconds West along the east line of Commerce Drive a distance of 739.91 feet to the north line of Industrial Drive (formerly Industrial Site Roadway); thence South 89 degrees 04 minutes 19 seconds West along the north line of Industrial Drive a distance of 508.85 feet to the point of beginning and southwest corner of a tract of land deeded to Papa D's Pizza, Inc. and recorded and described in the office of the Faribault County Recorder in Document No. 263841; thence continuing South 89 degrees 04 minutes 19 seconds West along the north line of Industrial Drive a distance of 357.75 feet; thence North 0 degrees 41 minutes 01 seconds West a distance of 591.59 feet to the southerly railroad right-of-way line of the Union Pacific Railroad Company (formerly Chicago and Northwestern Transportation Company); thence South 65 degrees 51 minutes 00 seconds East along said southerly railroad right-of-way line a distance of 552.87 feet to the northerly extension of the east line of said Papa D's Pizza, Inc. tract; thence South 0 degrees 41 minutes 01 seconds East along said northerly extension a distance of 54.75 feet to the northeast corner of said Papa D's tract; thence South 89 degrees 04 minutes 19 seconds West along the north line of said Papa D's tract a distance of 144.00 feet to the northwest corner thereof; thence South 0 degrees 41 minutes 01 seconds East along the west line of said Papa D's tract a distance of 302.50 feet to the point of beginning. Subject to easements of record in said City, County and State.

Said tract contains 4.465 acres including the aforementioned easements.

59. 10-09 10/4/10 A tract of land in the Southwest Quarter of the Southeast Quarter of Section 17, Township 102 North, Range 27 West, in the City of Blue Earth, Faribault County, Minnesota described as follows:
- Commencing at the southeast corner of Block Sixteen, Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the recorded plat thereof on file and of record in the Office of the County Recorder; thence South, along the southerly extension of the east line of said Block Sixteen, a distance of 618 feet; thence West, parallel with the south line of said Block Sixteen, a distance of 150 feet to the point of beginning; thence South, parallel with the southerly extension of the east line of said Block Sixteen, a distance of 61.86 feet; thence West, parallel with the south line of said Block 16, a distance of 152 feet, more or less, to the east right-of-way line of Gorman Street (as said street is currently monumented and laid out); thence North, along said east right-of-way line a distance of 61.86 feet, more or less, to a point on a line lying parallel with the south line of said Block 16 and passing through the point of beginning; thence East, parallel with the south line of said Block 16, a distance of 152 feet, more or less to the point of beginning.
60. 10-11 12/6/10 A tract of land in the Southwest Quarter of Section 17, Township 102 North, Range 27 West, in the City of Blue Earth, Faribault County, Minnesota, described as follows:

Commencing at the southeast corner of Block Sixteen, Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the recorded plat thereof on file and of record in the Office of the County Recorder; thence South, along the southerly extension of the east line of said Block Sixteen, a distance of 618 feet; thence West, parallel with the south line of said Block Sixteen, a distance of 150 feet to the point of beginning; thence South, parallel with the southerly extension of the east line of said Block Sixteen, a distance of 61.86 feet; thence West, parallel with the south line of said Block 16, a distance of 152 feet, more or less, to the east right-of-way line of Gorman Street (as said street is currently monumented and laid out); thence North, along said east right-of-way line a distance of 61.86 feet, more or less, to a point on a line lying parallel with the south line of said Block 16 and passing through the point of beginning; thence East, parallel with the south line of said Block 16, a distance of 152 feet, more or less to the point of beginning.

61. 11-05

6/6/11

Lots Six (6), Seven (7) and the West Half of Lot Eight (8) in Block Thirty-eight (38) in the Village of Blue Earth City, Faribault County, Minnesota, according to the Plat of Blue Earth City (now City of Blue Earth) on file and of record in the office of the Register of Deeds of said County, excepting therefrom a tract described as follows:  
Commencing at the Southeast corner

of the West Half of Lot Eight (8), running thence West 50 feet, thence North 104 feet, thence East 28 feet, thence North 38 feet, thence East 22 feet, thence South 142 feet to point of beginning; also excepting therefrom the South 68 feet of Lot Six (6) and the South 68 feet of the West 40 feet of Lot Seven (7), described above.

62.

11-08

10/03/11

A tract of land in the Southeast Quarter of Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota. See attached Exhibit A.

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Tract 1

A tract of land in the Southeast Quarter of Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the Southwest Corner of Block 2, Garretson's Addition to the Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 00 degrees 10 minutes 07 seconds East (assumed bearing) along the southerly extension of the west line of said Block 2, a distance of 564.00 feet to the northwest corner of a tract adjudged and decreed to be owned in fee simple absolute by Ethyle M. Ring in a judgment recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 228725; thence North 89 degrees 37 minutes 19 seconds West, along the north line of said Ring tract, a distance of 40.00 feet to the point of beginning; thence South 00 degrees 26 minutes 32 seconds West, a distance of 200.00 feet; thence South 89 degrees 37 minutes 19 seconds East, a distance of 296.56 feet; thence North 00 degrees 26 minutes 32 seconds East, a distance of 200.00 feet; thence North 89 degrees 37 minutes 19 seconds West, a distance of 296.56 to the point of beginning.

EXCEPTING THEREFROM the following described tract:

Commencing at the Southwest corner of Block 2 of Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 0 degrees 10 minutes 07 seconds East (assumed bearing) along the southerly extension of the west line of Block 2 a distance of 564.00 feet to the northwest corner of a tract adjudged and decreed to be owned in fee simple absolute by Ethyle M. Ring in a judgment recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 228725; thence South 0 degrees 26 minutes 32 seconds West along the west line of said Ring tract a distance of 200.00 feet to the southwest corner of a non-exclusive easement recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 230352; thence South 89 degrees 37 minutes 19 seconds East along the south line of said non-exclusive easement a distance of 40.00 feet to the southwest corner of a tract deeded to Anchor Realty and Development, Inc. and recorded and described in said Microfilm Record Number 230352; thence South 89 degrees 37 minutes 19 seconds East along the south line of said tract deeded to Anchor Realty and Development, Inc., a distance of 128.56 feet to the point of beginning; thence continuing South 89 degrees 37 minutes 19 seconds East along the south line of said tract deeded to Anchor Realty and Development, Inc. a distance of 168.00 feet to the Southwest corner thereof; thence North 0 degrees 26 minutes 32 seconds East along the East line of said tract deeded to Anchor Realty and Development, Inc. a distance of 23.87 feet; thence North 89 degrees 36 minutes 15 seconds West a distance of

168.00 feet; thence South 0 degrees 26 minutes 32 seconds West parallel with the East line of the Southeast Quarter of Section 17, Township 102 North, Range 27 West a distance of 23.92 feet to the point of beginning.

And also

Tract 2

The North half of the East 151.44 feet of the South 176.00 feet of Auditor's Lot 19 in Section 17, Township 102, Range 27, West of the Fifth P.M., in the Faribault County, Minnesota, being also described as a tract commencing 564 feet South and 376.56 feet East of the Southwest corner of Block 2 of Garretson's Addition to Blue Earth City (now City of Blue Earth) running thence East 151.44 feet, thence South 88 feet, thence West 151.44 feet, thence North to the point of beginning.

Together with a non-exclusive easement for the purposes of ingress and egress on the 40 foot tracts adjoining the above-described Tract 1 on the East side thereof and on the West side thereof, with such 40 foot tract on the West side thereof being described as follows:

A tract of land in the Southeast Quarter of Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the Southwest Corner of Block 2, Garretson's Addition to the Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 00 degrees 10 minutes 07 seconds East (assumed bearing) along the southerly extension of the west line of said Block 2, a distance of 564.00 feet to the northwest corner of a tract adjudged and decreed to be owned in fee simple absolute by Ethyle M. Ring in a judgment recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 228725; thence South 89 degrees 37 minutes 19 seconds East, a distance of 376.56 feet to the point of beginning; thence continuing South 89 degrees 37 minutes 19 seconds East, a distance of 151.44 feet; thence South 00 degrees 26 minutes 32 seconds West, a distance of 88.00 feet; thence North 89 degrees 37 minutes 19 seconds West, a distance of 151.44 feet; thence North 00 degrees 26 minutes 32 seconds East, a distance of 88.00 feet to the point of beginning.

And the 40 foot tract on the East side thereof being described as follows:

A tract of land in the Southeast Quarter of Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the Southwest corner of Block 2 of Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 0 degrees 10 minutes 07 seconds East (assumed bearing) along the southerly extension of the west line of Block 2 a distance of 564.00 feet to the northwest corner of a tract adjudged and decreed to be owned

in fee simple absolute by Ethyle M. Ring in a judgment recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 228725; thence South 89 degrees 37 minutes 19 seconds East along the north line of said Ring tract a distance of 336.56 feet to the northwest corner of a non-exclusive easement recorded and described in the office of the Faribault County Recorder in Microfilm Record Number 230352 and point of beginning of the herein described tract; thence South 89 degrees 37 minutes 19 seconds East along the north line of said non-exclusive easement a distance of 40.00 feet to the northeast corner thereof; thence South 0 degrees 26 minutes 32 seconds West along the east line of said non-exclusive easement a distance of 200.00 feet to the southeast corner thereof; thence North 89 degrees 37 minutes 19 seconds West along the south line of said non-exclusive easement a distance of 40.00 feet to the southwest corner thereof; thence North 0 degrees 26 minutes 32 seconds East along the west line of said non-exclusive easement a distance of 200.00 feet to the point of beginning.

- |     |       |          |                                                                                                                                                                                                                                                                                    |
|-----|-------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 63. | 12-06 | 7/02/12  | Lots Eight (8) and Nine (9) in Block Fifty-one (51) as designated upon the recorded Plat of Blue Earth City (now City of Blue Earth), Faribault County, Minnesota, according to the plat of said City on file and of record in the office of the Register of Deeds of said County. |
| 64. | 12-07 | 7/02/12  | Lot Seven (7), Buccaneer Second Addition in the City of Blue Earth, Faribault County, Minnesota.                                                                                                                                                                                   |
| 65. | 12-11 | 10/01/12 | Lot One (1) of Block Two (2) and the adjoining vacated Frontage Road of Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota <b>EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:</b>                                                                   |

(Subway) All that part of Lot 1 Block 2 and the adjoining Frontage Road in Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota more particularly described as follows: Beginning at the Northeast corner of Lot 1 of Block 2 of Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota, according to the plat on file and of record in the office of the Faribault County Recorder; thence south 73 degrees 44 minutes 05 seconds West along the northerly line of Block 2 a distance of 100.00 feet; thence South 13 degrees 47 minutes 53 seconds East a distance of 325.00 feet; thence North 73 degrees 44 minutes 05 seconds East a distance of 100.12 feet to the easterly line of Block 2; thence continuing North 73 degrees 44 minutes 05 seconds East a distance of 60.05 feet to the westerly right-of-way line of M.T.H. NO. 169; thence North 13 degrees 47 minutes 53 seconds West along said westerly right-of-way line a distance of 285.21 feet to a tangential circular curve, concave westerly and having a radius of 5629.66 feet; thence continuing along said westerly right-of-way line and curve through a central angle of 0 degrees 24 minutes 18 seconds an arc length of 39.79 feet to the easterly extension of the north line of Block 2; thence south 73 degrees 44 minutes 05 seconds West along the easterly extension of the northerly line of Block 2 a distance of 60.04 feet to the point of beginning. This tract contains 52,000 square feet including the Frontage Road.

(Garlick and Koestler) Commencing at the Northeast corner of Lot One (1) of Block Two (2) of Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 73 degrees 44 minutes 05 seconds West along the northerly line of Block Two (2) a distance of 100.00 feet to the point of beginning; thence South 13 degrees 47 minutes 53 seconds East a distance of 325.00 feet; thence South 73 degrees 44 minutes 05 seconds West a distance of 283.59 feet to the West line of Block Two; thence North 0 degrees 46 minutes 36 seconds West along the west line of Block Two a distance of 304.05 feet to a tangential circular curve, concave westerly and having a radius of 2814.93 feet; thence northerly along the west line of Block Two (2) and said curve through a central angle of 0 degrees 40 minutes 07 seconds an arc length of 32.85 feet to the northwest corner of Block Two (2); thence North 73 degrees 44 minutes 05 seconds East along the northerly line of Block Two a distance of 207.80 feet to the point of beginning.

#### **SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER**

A tract of land in Lot 1 of Block Two of Fair Board Subdivision in the City of Blue Earth, Faribault County, Minnesota, described as follows:

Commencing at the Northeast corner of Lot 1 of Block Two of Fair Board Subdivision according to the plat on file and of record in the office of the Faribault County Recorder; thence South 73 degrees 44 minutes 05 seconds West along the Northerly line of Block Two a distance of 100.00 feet to the point of beginning; thence South 13 degrees 47 minutes 53 seconds East a distance of 325.00 feet; thence South 73 degrees 44 minutes 05 seconds West a distance of 12.00 feet; thence North 13 degrees 47 minutes 53 seconds West a distance of 325.00 feet to the Northerly line of Block Two; thence North 73 degrees 44 minutes 05 seconds East along the Northerly line of Block Two a distance of 12.00 feet to the point of beginning.

66.

12-13

11/05/12

A tract of land in the Southeast  
Quarter of Section 17, Township 102  
North, Range 27 West in the City of  
Blue Earth, Faribault County,  
Minnesota. See attached Exhibit A.

## EXHIBIT "A"

### LEGAL DESCRIPTION

A tract of land in the Southeast Quarter of Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

Commencing at the southwest corner of Block Four of Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota according to the plat on file and of record in the office of the Faribault County Recorder; thence South 0 degrees 02 minutes 22 seconds West (assumed bearing) along the southerly extension of the west line of Block Four a distance of 80.00 feet to the south line of Eighth Street (formerly Washington Street); thence North 85 degrees 58 minutes 22 seconds East along the south line of Eighth Street a distance of 100.50 feet to the point of beginning; thence South 0 degrees 02 minutes 22 seconds West parallel with the west line of Block Four a distance of 681.69 feet; thence North 89 degrees 58 minutes 22 seconds East a distance of 58.10 feet to a circular curve, concave southerly and having a radius of 530.00 feet; thence southeasterly along said curve through a central angle of 22 degrees 38 minutes 50 seconds an arc length of 209.49 feet; thence South 67 degrees 22 minutes 48 seconds East a distance of 86.62 feet to a circular curve, concave northerly and having a radius of 470.00 feet; thence southeasterly along said circular curve through a central angle of 11 degrees 22 minutes 48 seconds an arc length of 93.35 feet; thence South 78 degrees 45 minutes 54 seconds East a distance of 101.48 feet to the centerline of Minnesota Trunk Highway No. 169; thence South 22 degrees 46 minutes 47 seconds West along said centerline a distance of 121.35 feet to a line lying parallel with and 994.76 feet South of the south line of Block Four of Garretson's Addition; thence South 89 degrees 58 minutes 22 seconds West parallel with the south line of Block Four a distance of 653.90 feet to a line lying parallel with and 32.70 feet east (measured at right angles) of the centerline of the main track of the Chicago and North Western Transportation Company (now Union Pacific Railroad Company) as said main track presently exists; thence North 15 degrees 25 minutes 07 seconds West parallel with said main track a distance of 145.22 feet to a non-tangential circular curve, concave easterly, having a radius of 1175.93 feet and a center of radius which bears North 74 degrees 20 minutes 25 seconds East; thence northerly along said curve and parallel with the centerline of said main track through a central angle of 15 degrees 45 minutes 02 seconds an arc length of 323.26 feet; thence North 0 degrees 01 minutes 40 seconds East parallel with said main track a distance of 106.45 feet; thence North 0 degrees 01 minutes 38 seconds West along a line lying parallel with and 32.70 feet east (measured at right angles) of the centerline of said main track a distance of 389.00 feet to the centerline of Eighth Street; thence North 89 degrees 58 minutes 22 seconds East along the centerline of Eighth Street a distance of 122.83 feet to the outside face of the west wall of an existing warehouse; thence South 0 degrees 01 minutes 38 seconds East along said west wall a distance of 36.62 feet to the outside face of the south wall of said existing warehouse; thence South 89 degrees 59 minutes 46 seconds East along said south wall a distance of 130.05 feet to a line lying parallel with and 100.50 feet East of the west line of Block Four of Garretson's Addition; thence South 0 degrees 02 minutes 22 seconds West a distance of 3.30 feet to the point of beginning.

67. 13-06 04/10/13 A tract of land in the Northeast Quarter of the Southwest Quarter of Section 8, Township 102 North, Range 27 West, in the City of Blue Earth, Faribault County, Minnesota described as follows:  
Commencing at the Center of said Section 8; thence South 00 degrees 36 minutes 23 seconds East, along the east line of the Southwest Quarter of said Section 8, a distance of 407.45 feet to the point of beginning; thence continuing South 00 degrees 36 minutes 23 seconds East, along said east line, a distance of 265.00 feet; thence South 88 degrees 56 minutes 56 seconds West, a distance of 701.14 feet; thence North 04 degrees 54 minutes 52 seconds East, a distance of 123.82 feet; thence North 88 degrees 56 minutes 56 seconds East, a distance of 320.40 feet; thence North 00 degrees 35 minutes 42 seconds East, a distance of 101.88 feet; thence North 88 degrees 56 minutes 56 seconds East, a distance of 365.86 feet to the point of beginning. Said tract contains 3.161 acres of land. Parcel subject to a retained right of first refusal, license for the sole purpose of temporary and removable seasonal baseball field fencing in favor of the City of Blue Earth and the implementation of a restrictive covenant prohibiting the placement of any permanent building or fence upon Tract "C".
68. 14-02 04/07/14 A tract commencing at a point 40 rods South of the intersection of the centerline of First Street in Child's Park Addition to Blue Earth City

(now City of Blue Earth), Faribault County, Minnesota, with the West line of the Northeast Quarter of the Northeast Quarter of Section Eighteen (18) in Township One Hundred Two (102) North of Range Twenty-seven (27) West of the Fifth Principal Meridian in said County and State, thence Southeasterly on a line parallel with the center line of said First Street 357.4 feet, thence North parallel with the West line of said Northeast Quarter of the Northeast Quarter of said Section Eighteen (18) 11 rods, thence Northwesterly parallel with center line of said First Street 357.4 feet to a point 11 rods North of the point of beginning, thence South 11 rods to point of beginning.

- |     |       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 69. | 14-03 | 04/21/14 | Lots 1 and 2, Block 1 and Lots 1 and 2, Block 2, North Industrial Park Addition to the City of Blue Earth, Faribault County, Minnesota.                                                                                                                                                                                                                                                                                                                                                      |
| 70. | 14-08 | 08/04/14 | Lot Three (3) Block Sixteen (16), Garretson's Addition to the City of Blue Earth, Faribault County, Minnesota.                                                                                                                                                                                                                                                                                                                                                                               |
| 71. | 14-09 | 09/15/14 | A tract commencing at a point in the North line of the Southwest Quarter of Section Eight (8) in Township One Hundred Two (102) North of Range Twenty-seven (27) West of the Fifth Principal Meridian in the County of Faribault, State of Minnesota, 1451.5 feet West of the Northeast corner thereof, thence Southwesterly at an angle of 77 degrees 40 minutes left with the said North line 500.7 feet to the point of beginning, thence continuing Southwesterly along said last course |

115 feet, thence Easterly 273.1 feet to a point in the west right of way line of Trunk Highway #169, 677.4 feet South of the North line of said Southwest Quarter as measured along said right of way line; thence Northerly along said right of way line 117 feet, thence westerly 276.5 feet to point of beginning. Subject to any and all easements of record.

72.

14-10

10/20/14

A tract of land in OUTLOT A, BLUE EARTH SHOPPING CENTER ADDITION, in the City of Blue Earth, according to the plat thereof on file and of record in the office of the County Recorder, Faribault County, Minnesota, described as follows:

Commencing at the southeast corner of said BLUE EARTH SHOPPING CENTER ADDITION (also the Southeast corner of the Northeast Quarter of Section 8, Township 102 North, Range 27 West); thence South 88 degrees 53 minutes 23 seconds West, along the south line of the Northeast Quarter of said Section 8, a distance of 363.41 feet; thence North 01 degrees 06 minutes 37 seconds West, a distance of 50.00 feet to the point of beginning; thence continuing North 01 degrees 06 minutes 37 seconds West, a distance of 275.00 feet; thence North 88 degrees 53 minutes 23 seconds East, a distance of 318.20 feet to the east line of said OUTLOT A; thence South 01 degrees 08 minutes 51 seconds East, along said east line, a distance of 275.00 feet to the southeast corner of said OUTLOT A; thence South 88 degrees 53 minutes 23 seconds West, along the south line of said OUTLOT A; a

distance of 318.38 feet to the point of beginning.

73.

16-01

01/19/16

A tract of land in the Southwest Quarter of Section 7 in Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 7; thence south 89 degrees 04 minutes 19 seconds West along the South line of the Southwest Quarter a distance of 292.75 feet to the east line of Commerce Drive (formerly Industrial Site Roadway); thence North 0 degrees 41 minutes 01 seconds West along the east line of Commerce Drive a distance of 739.91 feet to the north line of Industrial Drive (formerly Industrial Site Roadway); thence south 89 degrees 04 minutes 19 seconds West along the North line of Industrial Drive a distance of 508.85 feet to the southwest corner of a tract of land deeded to Papa D's Pizza, Inc. and recorded and described in the office of the Faribault County Recorder as Document No. 263841; thence continuing South 89 degrees 04 minutes 19 seconds West along the North line of Industrial Drive a distance of 357.75 feet to the point of beginning; thence North 0 degrees 41 minutes 01 seconds West a distance of 591.59 feet to the southerly railroad right-of-way line of the Union Pacific Railroad Company (formerly Chicago and Northwestern Transportation Company); thence North 65 degrees 51 minutes 00 seconds West along said southerly railroad right-of-way line a distance of 12.11 feet

to a tangential circular curve concave southerly and having a radius of 2815.32 feet; thence northwesterly along said southerly railroad right-of-way line and circular curve through a central angle of 9 degrees 54 minutes 13 seconds an arc length of 486.63 feet to the northerly extension of the west line of a tract of land deeded to Mary K. and Robert C. Bell and recorded and described in the office of the Faribault County Recorder in Document No. 267065; thence South 0 degrees 00 minutes 00 seconds West along said northerly extension a distance of 546.25 feet to the northwest corner of said Bell tract; thence North 89 degrees 04 minutes 19 minutes 19 seconds East along the north line of said Bell tract a distance of 200.00 feet to the northeast corner thereof; thence South 0 degrees 00 minutes 00 seconds West along the east line of said Bell tract a distance of 217.80 feet to the Southeast corner thereof; thence North 89 degrees 04 minutes 19 seconds East along the north line of Industrial Drive a distance of 277.17 feet to the point of beginning.

- |     |       |          |                                                                                                                                                                                                                                                                              |
|-----|-------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 74. | 16-02 | 01/19/16 | The East $\frac{3}{4}$ of Lot One (1) in Block Seven (7) in Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota, according to the Plat of said Addition on file and of record in the Office of the County Recorder of said County. |
| 75. | 16-04 | 04/18/16 | A tract commencing 232 feet East of the Southwest corner of Block Eighteen (18) of Garretson's Addition to Blue Earth City (now                                                                                                                                              |

City of Blue Earth), Faribault County, Minnesota; thence North to a point 210 feet South of the North line of said Block Eighteen (18), thence East to the West right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railway, thence Southeasterly to the South line of said Block Eighteen (18), thence West to the point of beginning. (*City of Blue Earth to the Housing and Redevelopment Authority of the City of Blue Earth*)

- |     |       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|-------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 76. | 16-05 | 04/18/16 | A tract commencing 232 feet East of the Southwest corner of Block Eighteen (18) of Garretson's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota; thence North to a point 210 feet South of the North line of said Block Eighteen (18), thence East to the West right-of-way line of the Chicago, St. Paul, Minneapolis and Omaha Railway, thence Southeasterly to the South line of said Block Eighteen (18), thence West to the point of beginning. |
| 77. | 16-07 | 07/18/16 | A tract bounded by a line commencing at the Southeast corner of Lot 10 in Block 74: thence North 61 feet West 146 feet; thence South 61 feet; thence East 146 feet to point of beginning. (Said tract being also sometimes described as South 61 feet of Lots 8, 9 and 10 in Block 74).                                                                                                                                                                                               |
| 78. | 16-09 | 07/18/16 | A tract of land in the Southwest Quarter of the Northeast Quarter of Section 20, Township 102 North, Range 27 West, in the City of Blue Earth, Faribault County, Minnesota. See attached Exhibit A.                                                                                                                                                                                                                                                                                   |

## EXHIBIT "A"

### LEGAL DESCRIPTION

Commencing at the Southwest corner of the Northeast Quarter of Section 20, Township 102 North, Range 27 West, in Faribault County, Minnesota; thence North 88 degrees 38 minutes 24 seconds East, (assumed bearing) along the centerline of 21<sup>st</sup> Street and the South line of the Northeast Quarter of Section 20, a distance of 312.50 feet to the point of beginning; thence North 00 degrees 00 minutes 00 seconds West, a distance of 183.00 feet to the south line of Southview Addition according to the plat thereof on file and of record in the office of the County Recorder in the City of Blue Earth, Faribault County, Minnesota; thence North 88 degrees 38 minutes 24 seconds East, along the south line of said Southview Addition, a distance of 100.00 feet to the southeast corner of said Southview Addition; thence South 00 degrees 00 minutes 00 seconds East, along the southerly extension of the east line of said Southview Addition, a distance of 183.00 feet to the south line of the Northeast Quarter of said Section 20; thence South 88 degrees 38 minutes 24 seconds West, along said south line, a distance of 100.00 feet to the point of beginning.

The Southwest corner of the Northeast Quarter of said Section 20 herein referred to and lines adjoining thereto is that location as established by County Surveyor Merle Johnson in 1949 and 1952 more particularly described in Document No. 227328 being the Certificate of Location of said corner by Martin C. Menk, and file February 24, 1976.

Formerly described as:

A tract commencing at a point 312.5 feet East of the Southwest Corner of the Northeast Quarter of Section 20, Township 102 North, Range 27 West of the Fifth Principal Meridian, Faribault County, Minnesota, running thence North 183 feet, thence East 100 feet, thence South 183 feet, thence West 100 feet to the point of beginning, subject to highway easement.

- |     |       |          |                                                                                                                                                                                                     |
|-----|-------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 79. | 17-01 | 03/06/17 | Lot Six (6) in Block Eight (8) of Young's Addition to the City of Blue Earth, Faribault County, Minnesota.                                                                                          |
| 80. | 17-02 | 08/07/17 | The East Half of Lot Six (6) and Seven (7) except the North 66 feet thereof in Block Nine (9) in Dow and Bowen's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota. |
| 81. | 17-04 | 09/18/17 | A tract of real property described as Outlot B Valley Highlands Third Subdivision to the City of Blue Earth, Faribault County, Minnesota, except the North 120.0 feet thereof.                      |

That the City of Blue Earth desires to subdivide the real property into four (4) parcels, all under an acre in size, and convey said four new parcels to the neighbors bordering said real property on the East. The new parcels are described herein as follows:

Tract A:

A tract of land in Outlot B, VALLEY HIGHLANDS THIRD SUBDIVISION in the City of Blue Earth, and Faribault County, Minnesota according to the plat thereof on file and of record in the Office of the County Recorder described as follows:

Beginning at the northwest corner of Lot 4, Block One, VALLEY HIGHLANDS SECOND SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the office of the Faribault County Recorder; thence South 04 degrees 10 minutes 52 seconds West, along the west line of said Lot 4, a distance of 111.20 feet to the southwest corner of said Lot 4; thence North 85 degrees 49 minutes 08 seconds West, a distance of 120.00 feet to the west line of said Outlot B; thence North 04 degrees 10 minutes 52 seconds East, along said west line, a distance of 111.20 feet; thence South 85 degrees 49 minutes 08 seconds East, a distance of 120.00 feet to the point of beginning.

Tract B:

A tract of land in Outlot B, VALLEY HIGHLANDS THIRD SUBDIVISION in the City of Blue Earth, and Faribault County, Minnesota according to the plat thereof on file and of record in the Office of the County Recorder described as follows:

Beginning at the northwest corner of Lot 3, Block One, VALLEY HIGHLANDS SECOND SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the office of the Faribault County Recorder; thence South 04 degrees 10 minutes 52 seconds West, along the west line of said Lot 3, a distance of 121.30 feet to the southwest corner of said Lot 3; thence North 85 degrees 49 minutes 08 seconds West, a distance of 120.00 feet to the west line of said Outlot B; thence North 04 degrees 10 minutes 52 seconds East, along said west line, a distance of 121.30 feet; thence South 85 degrees 49 minutes 08 seconds East, a distance of 120.00 feet to the point of beginning.

Tract C:

A tract of land in Outlot B, VALLEY HIGHLANDS THIRD SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the Office of the County Recorder described as follows:

Beginning at the northwest corner of Lot 2, Block One, VALLEY HIGHLANDS SECOND SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the office of the Faribault County Recorder; thence South 04 degrees 10 minutes 52 seconds West, along the west line of said Lot 2, a distance of 131.42 feet to the southwest corner of said Lot 2; thence North 85 degrees 49 minutes 08 seconds West, a distance of 120.00 feet to the west line of said Outlot B; thence North 04 degrees 10 minutes 52 seconds East, along said west line, a distance of 131.42 feet; thence South 85 degrees 49 minutes 08 seconds East, a distance of 120.00 feet to the point of beginning.

Tract D:

A tract of land in Outlot B, VALLEY HIGHLANDS THIRD SUBDIVISION in the City of Blue

Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the Office of the County Recorder described as follows:

Beginning at the northwest corner of Lot 1, Block One, VALLEY HIGHLANDS SECOND SUBDIVISION in the City of Blue Earth, Faribault County, Minnesota according to the plat thereof on file and of record in the office of the Faribault County Recorder; thence South 04 degrees 10 minutes 52 seconds West, along the west line of said Lot 1, a distance of 139.43 feet to the southwest corner of said Lot 1 (same being the northwest corner of Outlot C); thence South 00 degrees 59 minutes 00 seconds West, along the west line of Outlot C, said VALLEY HIGHLANDS SECOND SUBDIVISION, a distance of 166.00 feet to the southwest corner of said Outlot C (same being the southeast corner of Outlot B); thence North 89 degrees 01 minutes 00 seconds West, along the south line of said Outlot B, a distance of 129.46 feet to the southwest corner of said Outlot B; thence North 04 degrees 10 minutes 52 seconds East, along the west line of said Outlot B, a distance of 312.39 feet; thence South 85 degrees 49 minutes 08 seconds East, a distance of 120.00 feet to the point of beginning.

82.	18-01	01/02/18	Lot 2 in Block 3, Plat of Blue Earth North Industrial Park to the City of Blue Earth, Faribault County, Minnesota.
83.	18-06	07/02/18	Lot Five (5) in Block Seven (7) in Dow and Bowen's Addition to Blue Earth City, now City of Blue Earth, excepting therefrom the North 60 feet of Lot Five (5) and also excepting therefrom the North 7 feet of the South 83 feet of Lot Five (5).
84.	18-10	09/03/18	Lot Five (5) except the North 65 feet thereof, and Lot Six (6) except the East 50 feet thereof and except the North 65 feet thereof all in Block Eight (8) in Dow and Bowen's Addition to Blue Earth City (now City of Blue Earth) Faribault County, Minnesota.
85.	19-03	02/19/19	Lot 8 and the South Half (S ½) of Lot 9 in Block 1 as designated upon the recorded Plat of Young's Addition to Blue Earth City (now City of Blue Earth) Faribault County, Minnesota, together with that part of vacated Ramsey Street adjacent on the East.
86.	19-04	03/04/19	<p>Tract 1: A tract commencing 46 2/3 feet North of the Southeast corner of Block 95 of the Original Plat of the City of Blue Earth, West 64 feet, North 24 1/3 feet, East 4 feet, South 3 1/3 feet, East 60 feet, South 20 feet 11 inches as designated as Auditor's Lot 42.</p> <p>Tract 2: A tract commencing 23 2/3 feet North of the Southeast corner of Block 95 of the Original Plat of the City of Blue Earth, North 23 2/3 feet, West 64 feet, South 23 2/3 feet, East</p>

64 feet to place of beginning.  
(Auditor's Lot 43).

Tract 3: A tract commencing at the Southeast corner of Block 95 of the City of Blue Earth, North  $23 \frac{2}{3}$  feet, West 64 feet, North  $47 \frac{1}{3}$  feet, West 23 feet, South 71 feet, East 87 feet to place of beginning. (Auditor's Lot 44).

Tract 4: The South  $23 \frac{2}{3}$  feet of the West Half of the vacated alleyway in the South portion of Block 95 of the Original Plat of the City of Blue Earth, Faribault County, Minnesota, subject to the easement rights of record in said vacated alleyway area.

87. 19-05

06/03/19

A tract of land in Lot 1 of Block Four of Young's Addition to Blue Earth City (now City of Blue Earth) and also in the Northeast Quarter of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter, all in Section 17, Township 102 North, Range 27 West in the City of Blue Earth, Faribault County, Minnesota described as follows:

## LEGAL DESCRIPTION

Beginning at the northeast corner of Lot 1 of Block Four of Young's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota; thence South 88 degrees 40 minutes 00 seconds West (assumed bearing) along the south line of Seventh Street a distance of 60.00 feet to the East line of the Northwest Quarter of the Southwest Quarter of Section 17, Township 102 North, Range 27 West; thence continuing South 88 degrees 40 minutes 00 seconds West along the south line of Seventh Street a distance of 22.40 feet; thence South 1 degree 19 minutes 04 seconds East parallel with the west line of Main Street (formerly Valucia Street) a distance of 50.00 feet; thence North 88 degrees 40 minutes 00 seconds East parallel with the south line of Seventh Street a distance of 21.87 feet to the East line of the Northwest Quarter of the Southwest Quarter; thence South 0 degrees 41 minutes 46 seconds East along the East line of the Northwest Quarter of the Southwest Quarter a distance of 0.33 feet to the westerly extension of the south line of Lot 1 of Block Four of Young's Addition; thence North 88 degrees 40 minutes 01 second East along said westerly extension of the south line of Lot 1 a distance of 10.55 feet to the southwest corner of Lot 1; thence North 1 degree 19 minutes 04 seconds West along the west line of Lot 1 a distance of 10.33 feet to a line lying parallel with and 40.00 feet South of the north line of Lot 1; thence North 88 degrees 40 minutes 00 seconds East parallel with the north line of Lot 1 a distance of 50.00 feet to the east line of Lot 1; thence North 1 degree 19 minutes 04 seconds West along the east line of Lot 1 a distance of 40.00 feet to the point of beginning. Subject to easements on file and of record in the office of the Faribault County Recorder.

- |     |       |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|-------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 88. | 19-09 | 8/19/19  | Lot One, Block Three, Plat of Blue Earth North Industrial Park, Faribault County, Minnesota.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 89. | 19-13 | 12/16/19 | Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.<br><br>Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.<br><br>Lot 3, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.<br><br>Lot 4, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.<br><br>Lot 5, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.<br><br>Lot 6, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County. |
| 90. | 20-01 | 6/15/20  | Lot Nine (9) in Block Twenty-two (22) as designated upon the Original Plat of Blue Earth City (now City of Blue Earth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

- |     |       |          |                                                                                                                                                                                                                                                                                                                           |
|-----|-------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 91. | 20-02 | 10/19/20 | <p>Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.</p> <p>Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.</p> |
| 92. | 21-01 | 1/4/21   | <p>Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota.</p>                                                                                                                                                                      |
| 93. | 21-02 | 1/4/21   | <p>Lot 3, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.</p> <p>Lot 4, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.</p> |
| 94. | 21-05 | 4/5/21   | <p>Lots Nine(9) and Ten(10) in Block Sixty-seven(67) as designated upon the Original Plat of Blue Earth City (now City of Blue Earth) Faribault County, Minnesota on file and of record in the office of the register of deeds of said County, excepting therefrom the North 47 1/3 feet.</p>                             |
| 95. | 21-08 | 7/19/21  | <p>Lot One, Block Three, Plat of Blue Earth North Industrial Park, Faribault County, Minnesota.</p>                                                                                                                                                                                                                       |
| 96. | 21-11 | 9/20/21  | <p>Lot Three (3), Block Three (3) of Blue Earth North Industrial Park, Faribault County, Minnesota.</p>                                                                                                                                                                                                                   |

## **APPENDIX F**

### **FRANCHISES**

#### **Section A - Cable Franchise.**

##### **Section 1. Grant of Authority**

In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, a nonexclusive franchise is hereby granted to Charter Communications of Minnesota, Inc., and assignees to erect, maintain, and operate audio, video, and data transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, places in the City of Blue Earth, and subsequent additions thereto, for the purpose of transmission and distribution of audio, video, and data in accordance with the laws and regulations of the United States of America, the Federal Communications Commission, the State of Minnesota and the City of Blue Earth for a period of fifteen (15) years from and after the date here of.

The City agrees that any grant of additional franchises, licenses, consents, certificates or other authorizations by the City to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way, shall require that service be provided for the same territorial area of the City as required by this Franchise and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise, licenses, certificates or other authorizations, than those which are set forth herein.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services City hereby agrees that, upon a request from Company, as a matter of law, Company's Franchise is modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such Person(s) on a competitively neutral basis.

## Section 2. Definitions

For the purposes of the Ordinance, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future. Words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

(1) "**Basic Cable Service**" shall mean the video subscriber services provided by Company and covered by a regular monthly charge paid by the subscriber, excluding optional services for which a separate charge is made and installation charges occur.

(2) "**Cable System,**" "**Cable Service,**" "**Cable Operator**" and "**Basic Cable Service**" shall be defined as set forth in the Cable Act.

(3) "**City**" shall mean the City of Blue Earth, Minnesota.

(4) "**Company**" shall mean CCVIII Operating LLC, d/b/a Charter Communications, or the lawful successor, transferee, or assignee thereof, the franchisee, and the Company of rights under this Cable Communications Franchise Ordinance.

(5) "**Council**" shall mean the City Council of the City of Blue Earth, Minnesota.

(6) "**FCC**" shall mean the Federal Communications Commission of the United States, or its lawful successor.

(7) "**Franchise**" shall mean the Cable Communications Franchise ordinance herein.

(8) "**General Public**" shall mean the citizens of the City.

(9) "**Gross Revenues**" any revenues received by the Company or its affiliates from the operation of a Cable System to provide Cable Service in the City. Gross Revenues shall include, but not be limited to, any revenues generated from the following services or obtained by the Company or its affiliates in connection with the provision of Cable Services: advertising, pay-per-view, shopping, regional sports programming, installation/connection fees, equipment rental fees, and late fees. Gross Revenues shall not include revenues received by the Company or its affiliates from the provision of Telecommunications Services or other non-Cable Services in the City, bad debt, credits, refunds and deposits paid to Subscribers, or any taxes, fees or assessments of general applicability collected by a Company which are imposed directly on a Subscriber and which are collected by a Company for such governmental unit, including any PEG fees, franchise fees and the FCC User Fee.

(10) "**Installation**" shall mean the connection of the system from feeder cable to the point of connection.

(11) "**Person**" shall mean any individual, firm, trustee, partnership, municipality, association, corporation, company or organization of any kind.

(12) **“Right of Way”** shall have the meaning given in Minnesota Statutes Chapter 237 or any successor statute and Minnesota Rules Chapter 7819 or any successor Rules.

(13) **"Service Area"** shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 22 hereto.

(14) **"Subscriber"** shall mean any person who lawfully receives cable services. In the case of multiple office buildings or multiple dwelling buildings, the "Subscriber" shall be deemed the lessee, tenant or occupant.

### **Section 3. Findings of Council**

During full public proceeding affording reasonable notice and opportunity to be heard, the Company's technical ability, financial condition and legal qualification, were considered and approved by the City pursuant to state law.

### **Section 4. Renewal**

The Company and the City agree that any proceedings undertaken by the Company that relate to the renewal of the City's Franchise shall be governed by, and comply with, the provisions of Section 626 of the Cable Act, or any such successor statute. If the renewal of this Franchise is not completed prior to its expiration and the Company does not provide written notice of its intent not to renew in accordance with the Cable Act, then this Franchise shall be extended for an additional six (6) month term from the date of expiration.

### **Section 5. Subscriber Privacy**

Grantee shall at all times comply with federal privacy standards contained in Section 631 of the Cable Act and applicable state law privacy standards.

### **Section 6. Complaints Customer Service**

The Company shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

The Company shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Company's name, address and local telephone number. Company shall give the City thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

The City shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. If and when exercising rate regulation, the City shall abide by the terms and conditions set forth by the FCC.

It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Company are honored. All complaints regarding quality of service, equipment malfunction, billing disputes, or any other matter relative to the cable communications system shall be investigated by the Company within twenty-four (24) hours of notice, oral or written, to the Company and the Company shall be required to rectify complaints, if reasonably possible.

### **Section 7. Repairs**

The Company shall maintain a toll free or collect telephone number for the reception of complaints and shall maintain a repair service capable of responding to Subscriber complaints or request for repairs within twenty-four (24) hours after receipt of said complaints or requests. Costs for making such repairs, or adjustments to the Company's facilities or equipment, or installation shall be borne by the Company unless otherwise provided in the Subscriber's contract or unless said repairs are necessitated in the negligence or deliberate acts of the Subscriber. In such cases the Subscriber shall bear the costs.

### **Section 8. Channel Capacity**

(1) The Company shall maintain a Cable System with a minimum channel capacity of one hundred (100) video programmed channels, available for immediate or potential use.

### **Section 9. Special Access Channel**

(1) The Company shall provide to each of its Subscribers who receive all, or any part of, the total services offered on the system, reception on at least one specially designated access channel available for use by the General Public on a first-come, first-served, nondiscriminatory basis.

Channel time and playback of prerecorded programming on this specially designated access channel must be provided without charge to the General Public, except that personnel, equipment, and production costs may be assessed for live studio presentations. Charges for production costs must be consistent with the goal of affording the public a low-cost means of television access. Upon request, a copy of any assessed production costs or user fees shall be provided to City.

The specially designated access channel may be used by local educational authorities and local government on a first-come, first-served, nondiscriminatory basis during those hours when the channel is not in use by the General Public.

Company may also use this specially designated access channel for local origination during those hours when the channel is not in use by the General Public, local educational authorities, local government, or commercial or non-commercial users who have leased time.

(2) Whenever the specially designated access channel is in use during eighty percent (80%) of the weekdays (Monday-Friday), for eighty percent (80%) of the time during any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional channel for the same purpose, the Company shall have six (6) months in which to provide a new specially designated access channel for the same purpose, provided that provision of the additional channel or channels does not

require the Cable System to install converters. Nothing in this rule precludes the installation of converters by the system on a voluntary basis, as a result of any agreement arrived at through negotiation between the parties to this Franchise, or by a potential access user who wishes to install converters in order to make use of an additional channel or channels.

(3) The City shall establish rules for the administration of the specially designated access channel. The rules shall be consistent with the requirement of the Federal Communications Commission rules and regulations relating to operating rules for access channels.

## **Section 10. Equipment to be Made Available**

The Company shall make readily available for public use, upon need being shown, at least the minimal equipment necessary to perform good quality playback of prerecorded programming, and to make it possible to record programs at remote locations with battery operated portable equipment. Need within the meaning of this Section shall be determined by Subscriber petition. The petition must contain the signatures of at least ten percent (10%) of the Subscribers of the system, but in no case more than three hundred fifty (350) nor fewer than one hundred (100) signatures.

## **Section 11. Service to City-owned Buildings and Public Schools.**

**11.1 Service to Schools and Buildings.** The Company shall maintain, without charge, one outlet to each Public School located in the Service Area served by the Cable System and listed in Exhibit A, and will provide free Basic Cable, for so long as the Cable System remains in operation in the Service Area.

Any such school may install, at its expense, such additional outlets for classroom purposes as it desires, provided that such installation shall not interfere with the operation of Company's Cable System, and that the quality and manner of installation of such additional connections shall have been approved by the Company and shall comply with all local, State and federal laws and regulations. In addition, the Company shall furnish to the City, without installation or monthly charges, one outlet to any City owned building as listed in Exhibit A.

**11.2 Limitations on Use.** The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The City shall take reasonable precautions to prevent any use of the Company's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The City shall hold the Company harmless from any and all liability or claims arising out of the provision and use of Cable Service required above. The Company shall not be required to provide an outlet to any such building where a standard drop of more than one hundred fifty (150) feet is required, unless the City or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

## **Section 12. Franchise Fee**

The Company shall pay to the City an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue as herein defined. Such payment shall be in addition to taxes of general applicability owed to the City by the Company that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as

Company chooses, consistent with federal law.

Payment of the fee due the City shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period shall commence as of the Effective Date of the Franchise. In the event of a dispute, the City, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges, deductions and computations for the period covered by the payment.

No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the Company may have for additional sums payable as a franchise fee under this Franchise.

All amounts paid are subject to audit and recomputation by the City, and acceptance of any payment must not be construed as an accord that the amount paid is in fact the correct amount. In accordance with Minn. Stat. § 541.05, any action to recover Franchise Fees must be commenced within three (3) years of receipt of the Franchise Fee payment or due date for such payment. The City shall have the authority to audit the Company's accounting and financial records to verify the accuracy of the franchise fees so paid. The Company shall first be given thirty (30) working days notice of the inspection and description, to the best of the City's ability, of the books, records, and documents it wants to inspect. Said inspection shall be subject to the privacy provisions of 47 U.S.C. § 521 et seq., and shall be held at a mutually convenient location during normal business hours. Company may identify and label documents as "confidential trade secret".

### **Section 13. Legal Fees.**

Company shall reimburse City for the costs of the legal review of this franchise agreement. Any legal fees paid by Company under this section shall be credited to Company and deductible off of the nearest future franchise fee due to City under the terms of this franchise.

### **Section 14. Compliance with Federal and State Regulations**

The Company and City shall conform to all state laws, rules and regulations regarding cable communications not later than on (1) year after they become effective, unless otherwise stated, and shall further conform to all federal laws and regulations regarding Cable Service as they become effective.

### **Section 15. Indemnification and Liability Insurance**

(1) Company shall hold the City harmless from any and all claims and actions, litigation or damages arising out of the construction, erection, installation, maintenance or operation of its property operated by authority of this Ordinance within the corporate limits of the City, or the negligence of its employees in the operation thereof; and the Company agrees to defend in the name of the City any claims made against the City arising out of this Franchise; the Company shall not hold the City harmless for any claims resulting from the negligence of the City, its employees or agents.

(2) Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injury to the Company's facilities while performing any work connected with grading, regarding or changing the line of any street or public place, or with the construction or reconstruction of any sewer or water system.

(3) The Company shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence,
Combined Single Liability (C.S.L.)	[\$2,000,000] General Aggregate
Auto Liability including coverage owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L. on all owned, non
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

The City shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

The Company shall furnish the City with current certificates of insurance evidencing such coverage. The Company agrees that it will at all times carry public liability insurance, insuring both the City and the Company with regard to all damages and penalties which they may legally be required to pay as a result of the exercise of the Franchise.

The City shall give the Company written notice of its obligation to indemnify the City within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the City shall tender the defense thereof to the Company and the Company shall have the right to defend, settle or compromise any claims arising hereunder and the City shall cooperate fully herein. If the City determined in good faith that its interests cannot be represented by the Company, the Company shall be excused from any obligation to represent the City. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System, including any PEG channels.

### **Section 16. Transfer of Ownership**

Neither this Franchise nor the Cable System for which it is granted shall be transferred except with the approval of City, which approval shall not be unreasonably withheld. Such sale or transfer or creation of a new controlling interest shall be completed pursuant to state law.

### **Section 17. Termination of Franchise**

(1) The City shall have the right to terminate and cancel this Franchise and all its rights and privileges if Company:

- (a) substantially violates any material provision of the Franchise ordinance,
- (b) attempts to evade the provision of this ordinance, or
- (c) practices fraud or deceit upon the City.

The City shall provide the Company with written notice of the cause for termination and its intention to terminate and shall allow the Company a minimum of thirty (30) days after service of the notice to correct the violation.

(2) The Company shall be afforded an opportunity to be heard at public hearing of the Council prior to the termination of the Franchise. In the event the Council determines to terminate the Franchise, the Company hereby reserves all rights it may have to appeal such action. During the period any appeal is being taken, the Franchise shall remain in full force and effect.

### **Section 18. Municipal Purchase Rights**

If the Franchise or cable system is offered for sale, the City shall have the right to purchase the system at its fair market value. In the event the Company has received a bona fide offer for purchase of its System, the City shall have the right to purchase for the price which the proposed assignee or transferee agreed to pay. The City will be deemed to have waived its right to purchase the System in the following circumstances:

- (1) The City does not notify the Company in writing, within 60 days of notice, that it intends to exercise its right of purchase; or
- (2) The City approves the transaction.

### **Section 19. Performance Bond**

At the time the franchise becomes effective and at all times thereafter, until Company has liquidated all its obligations with the City, the Company shall, upon request, furnish a performance bond in an amount of twenty-five thousand dollars (\$25,000.00).

### **Section 20. Construction Standards**

- (1) Company shall not open or disturb the surface of any street, sidewalk, driveway or public place without first obtaining a permit from the proper municipal authority. If the Company fails to meet the conditions of the permit, the City shall have the right to put the street or public place back into the condition which existed immediately prior to use by the Company at the expense of the Company.
- (2) All wires, conduits, cable and other property and facilities of the Company shall be located, constructed, installed and maintained in compliance with applicable codes. The Company shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade,

traffic and travel upon the streets and public places of the franchise area or endanger the life or property of any persons.

(3) The erection of any poles by the Company, other than poles erected by other franchised utility companies, shall be first approved in writing by the City. All plans for construction shall be submitted to the City showing the location of all poles, lines, and facilities. These plans shall be kept up-to-date and a complete set thereof shall be retained in the office of the City Clerk.

(4) In the performance of the above subsections, but without relieving itself of any other obligations of this ordinance, The Company is authorized to buy, lease, or rent from any other company or person any poles, wires, lines, or other appurtenances that presently are existing or that hereafter may be erected or constructed.

(5) In the maintenance and operation of the Cable Communications System in the streets, alleys, and other public places and in the course of any new construction or addition to said facilities, the Company shall proceed so as to cause the least possible inconvenience to the General Public. All excavations shall be properly guarded, protected, replaced, and the surface restored in good condition promptly after completion of such work. Company shall at all times comply with any and all rules and regulations which City has made or may make applying to the public generally with reference to removal or replacement of pavement and to excavations in streets and other public places.

(6) The facilities of the Company shall be installed underground in those areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Company may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the City, the Company shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, the Company shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

## **Section 21. Operation Standards**

All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code. The cable communications equipment shall be installed and maintained so as to provide pictures of good quality on subscriber receivers throughout the system including good quality color reception.

## **Section 22. Service Area and Extension of Service**

The cable television system as presently constructed shall be retained and maintained as to extent of the present service area.

Whenever Company shall receive a request for service from at least seven (7) Subscribers within 1,320 cable feet of its trunk cable as determined by the Company or thirty Subscribers within one (1) mile of its trunk cable as determined by the Company, it shall extend its system to such Subscribers at no cost

to said Subscribers for system extension, other than the usual installation fees for all Subscribers, provided that such extension meets the aforementioned standards. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements above, the Company shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Company may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Company shall have twenty-four (24) months from the date of receipt of the required number of service requests to provide services to said Subscribers.

### **Section 23. Relocation of Property at Request of City**

Upon receipt of reasonable notice, not to be less than five (5) business days, Company shall, at its own expense, temporarily disconnect and/or relocate within the Right-of-Way, or remove from the Right-of-Way, any property of Company when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by City.

### **Section 24. Removal of Property**

Upon expiration of this Franchise or termination of the rights herein granted, Company shall, if City so requests, remove all of its plant, structures, works, pipes, mains, conduits, cables, poles, and wires and refill at its own expense any excavation that shall be made by it; and shall leave such streets, alleys, public ways, and places in as good condition as that prevailing prior to Company's removal of the equipment and appliances, with the exception of those portions of said plants, structures, works, pipes, mains, conduits, cables, poles, and wires as are then being utilized and operated by Company under any other lawful and effective governmental permit or license. If the same are not so removed, City may cause the same to be removed and recover the costs thereof from Company.

### **Section 25. Continuing Administration Responsibility**

The office of the City Clerk shall be responsible for the continuing administration of this Franchise.

### **Section 26. Technical Standards and Test Results**

The technical standards promulgated by the FCC relating to Cable Communications Systems contained in Subpart K of Part 76 of FCC rules are herein incorporated by reference.

### **Section 27. Abandonment of Service**

The Company shall not abandon any portion of its Cable Communications System without giving three months prior written notice to the City.

### **Section 28. Special Testing Cost**

In the event the City identifies signal or System performance difficulties which may constitute violations of applicable FCC standards, and documents five (5) or more written complaints regarding System performance, the Company will be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved within ten (10) days the City may require the Company to demonstrate compliance via testing or other means selected by the Company at Company expense. If the cost of required special testing fails to reveal noncompliance with FCC Standards, then the City shall pay the costs of such special testing.

### **Section 29. Rules by Company**

The Company shall have the right to prescribe reasonable service rules and regulations for the conduct of its business not inconsistent with the provision of this ordinance, and a copy of such service rules and regulations shall be made available to the City Clerk upon request.

### **Section 30. Severability**

If any provisions of this Ordinance, of the application thereof to any person or circumstance, is held invalid, the remainder of this Ordinance and the application of such provisions to the person or circumstances shall not be affected thereby and to this end the provisions of the Ordinance are declared to be severable.

### **Section 31. Effective Date**

This Ordinance Amendment shall take effect and be in full force from and after its passage and publication as required by law.

### **Section 32. Force Majeure.**

The Company shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Company to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Company's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

### **Section 33. Entire Agreement**

This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to

the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

### **Section 34. Notices**

All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered personally to the person designated below, or on the fifth day following mailing if sent in accordance with the notice requirement of this Section and deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to the City:

City of Blue Earth

Attn: City Administrator

125 West 6<sup>th</sup> St.

PO Box 38

Blue Earth, MN 56013-0038

If to the Company:

Charter Communications

Attn: General Manager

3380 Northern Valley Place NE

Rochester, MN 55906

With a copy to:

Charter Communications

Attn: Vice President of Government Affairs

12405 Powerscourt Drive

St. Louis, MO 63131

### **Section 35. Effective Date**

The Franchise granted herein will take effect and be in full force only upon acceptance by the Company on the signature page of this Agreement and upon the passing of the signed Agreement before the City Council. This Franchise shall expire on \_\_\_\_\_, \_\_\_\_\_, unless extended by the mutual agreement of the parties. (*Appendix F, Section A – Cable Franchise amended per Ordinance 06-01 dated 1-9-06.*)

### **Cable Franchise Extension Agreement.**

**Subd. 1. Grant of Authority.** In consideration of the faithful performance and observance of the conditions and reservations specified in the current cable franchise, which was adopted by ordinance and is listed in detail in Appendix F of the Code of Ordinances of the City of Blue Earth, an extension to the nonexclusive franchise is hereby granted to WestMarc Communications of Minnesota, Inc., and assignees, for the purpose of preserving the franchise beyond the expiration date for periods of negotiation with the franchisee on an updated nonexclusive franchise agreement. The duration of the

extension shall be limited as set forth in subdivision 2 of this agreement.

**Subd. 2. Duration.** Any extension to the effective dates of the cable franchise currently in effect as of the date of this ordinance shall be limited in duration to a period of time not to exceed one (1) year in length, and the extension shall terminate and the franchise expire upon the occurrence of the adoption of a new nonexclusive franchise with the franchisee or the termination of all negotiations with the franchisee. *(Cable Franchise Extension Agreement added to Appendix F, Section A per Ordinance 05-09 dated 4-4-05.)*

## **Section A-1 - Cable Franchise.**

### **Section 1. Approving the Transfer of the Cable Franchisee.**

**WHEREAS**, CC VIII Operating, LLC, dba Charter Communications (“Franchisee”) owns, operates and maintains a cable television system (the “System”) in the City of Blue Earth (“Franchise Authority”) pursuant to a franchise agreement (the “Franchise”) between Franchisee and the Franchise Authority and Franchisee is the duly authorized holder of the Franchise granted by the Franchise Authority which contains a provision allowing Franchisee to sell or transfer the Franchise with approval of the City; and

**WHEREAS**, Cannon Valley Cablevision Inc., a Minnesota corporation (“Buyer”), has entered into an Asset Purchase Agreement with Franchisee (the “Agreement”), pursuant to which the System and the Franchise will be transferred (the “Transfer”) to Buyer upon the closing of the transactions contemplated under the Agreement (the “Closing Date”) and has notified the City of its intent to sell and transfer the Franchise; and

**WHEREAS**, Franchisee and Buyer have requested that the Franchise Authority consent to the Transfer in accordance with the requirements of the Franchise to the extent that such consent is required and have filed an FCC Form 394 with the Franchise Authority, and have provided all information required by applicable law (collectively, the “Transfer Application”); and

**WHEREAS**, the Franchise Authority has reviewed the Transfer Application, examined the legal, technical and financial qualifications of Buyer and finds it to be a suitable transferee; and

**WHEREAS**, Franchisee and Buyer have requested the Franchise Authority to waive any right to acquire the assets of the System which it may have under the Franchise; and

**WHEREAS**, the transaction described above is deemed to be in the best interests of the residents of the City of Blue Earth; and

**WHEREAS**, The City of Blue Earth hereby waives its right to purchase said Franchise as specified in Paragraph 18 therein; and

**WHEREAS**, the City of Blue Earth finds no potential adverse effect to the subscribers of CC VIII Operating, LLC within the City of Blue Earth by the sale or transfer of the Franchise to the proposed Buyer, Cannon Valley Cablevision, Inc.

**NOW THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:**

**SECTION 1.** The Franchise Authority hereby acknowledges the sufficiency of the notice provided by Franchisee and Buyer regarding the transfer of the Franchise and assets of the System to Buyer, and as of the date of this Ordinance hereby expressly waives any right it may have to acquire the System pursuant to the terms of the Franchise.

**SECTION 2.** The Franchise Authority hereby consents to and approves the assignment by Franchisee of its right, title and interest in the Franchise to Buyer and assumption by Buyer of the obligations of Franchisee under the Franchise, subject to applicable law, which accrue from and after the Closing Date of the purchase of the assets of the System by Buyer.

**SECTION 3.** The Franchise Authority confirms that (a) the Franchise is validly existing and is currently in full force and effect and the Franchisee is the duly authorized holder of the Franchise; (b) the Franchisee has properly invoked its franchise renewal rights under Section 626 of the Cable Communications Policy Act of 1984, as amended; (c) the Franchise represents the entire understanding of the parties and the Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise; and (d) the Franchisee is materially in compliance with the provisions of the Franchise and applicable law and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or applicable law or would allow the Franchise Authority to cancel or terminate the Franchisee's rights there under.

**SECTION 4.** The City of Blue Earth finds no adverse effects to the subscribers to the Franchise within the City of Blue Earth due to the sale/transfer of the Franchise and hereby determines that no public hearing is needed prior to approving the sale/transfer of the franchise.

**SECTION 5.** The Franchise Authority hereby consents to and approves the sale, transfer, assignment, mortgage, pledge or other encumbrance, if any, of the Franchise, System or assets relating thereto, or of the interests in the permitted holder thereof, to the Buyer specified herein.

**SECTION 6.** This Ordinance shall be deemed effective for purpose of the Transfer immediately prior to the Closing Date.

**SECTION 7.** The Franchise Authority releases the Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date; provided that Buyer shall be responsible for any obligations and liabilities under the Franchise and applicable law that accrue on and after the Closing Date.

**SECTION 8.** This Ordinance shall have the force of a continuing agreement with the Franchisee and Buyer, and the Franchise Authority shall not amend or otherwise alter this Ordinance without the consent of Franchisee and Buyer. *(Approving the Transfer of the Cable Franchisee added to Appendix F, Section A-1 per Ordinance 08-01 dated 4-7-08.)*

## **Section B - Gas Franchise.**

### **SECTION 1. DEFINITIONS.**

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

**City.** The City of Blue Earth, County of Faribault, State of Minnesota.

**City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

**Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

**Company.** CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (“CenterPoint Energy”) its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

**Gas Energy.** Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

**Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota 55402. Notice to the City shall be mailed to PO Box 38, Blue Earth, MN 56013. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

**Ordinance.** This gas franchise ordinance, also referred to as the Franchise.

**Public Way.** Any highway, street, alley or other public right-of-way within the City.

**Public Ground.** Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

## **SECTION 2. ADOPTION OF FRANCHISE.**

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise inform the City, at any time, that the Company does not accept this Franchise, the City Council by resolution shall revoke this Franchise.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

## **SECTION 3. LOCATION, OTHER REGULATIONS.**

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as

not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location selected by the City. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, unless the City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. Per Minnesota Statute 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.

3.6. **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the

requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

#### **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds.

4.2. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

#### **SECTION 5. INDEMNIFICATION.**

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

#### **SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.**

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation.

## **SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## **SECTION 8. FRANCHISE FEE.**

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City in lieu of permit fees or other fees that may otherwise be imposed on the Company in relation to its operations as a public utility in the City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the

Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

## **SECTION 9. ABANDONED FACILITIES.**

The Company shall comply with Minnesota Statutes, Section 216D.01 et seq. as it may be amended from time to time with respect to abandoned facilities located in Public Ways and Public Grounds and with Minnesota Rules, Part 7819.3300 as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes, Section 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

## **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

## **SECTION 11. AMENDMENT-PROCEDURE.**

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the effective date of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

*(Section B - Gas Franchise amended per Ordinance 00-05 passed 3-21-00 and per Ordinance 19-11 passed 11-18-19.)*

## **APPENDIX G**

*(Appendix G repealed in its entirety and replaced by Subsection 900.03, Subd. 2 per Ordinance 11-02 dated 3-7-11.)*

## APPENDIX H

### ZONING AND ZONING PERMIT FEES

**Ordinance No.:**

**Date of Adoption:**

04-03

1-20-04

**Description:**

Zoning and zoning permit fees:

Zoning Amendment	\$64.00 application fee & \$46.00 recording fee
Conditional Use Permit	\$64.00 application fee & \$46.00 recording fee
Variance	\$64.00 application fee & \$46.00 recording fee
Garage Permit	\$64.00 application fee & \$46.00 recording fee
Special Use Permit	\$64.00 application fee \$46.00 recording fee
Sign Permit	\$25.00 application fee
Planned Unit Development	\$64.00 application fee

Floodplain Management Building Permit	applicable fee
Conditional Use Permit	\$64.00 application fee \$46.00 recording fee
Wetlands Determination	\$64.00 application fee plus consulting expenses
Fill Permit	No charge, but permit required

*(Appendix H added per Ordinance 04-03 dated 1-20-04. Appendix H amended per Ordinance 04-28 dated 12-6-04, per Ordinance 05-16 dated 7-5-05 and per Ordinance 06-02 dated 1-9-06.)*

### APPENDIX I

#### SUBDIVISION FEES

<b><u>Ordinance No.:</u></b>	<b><u>Date of Adoption:</u></b>
04-04	1-20-04
<b><u>Description:</u></b>	
Subdivision Fees	
Preliminary Plat	\$115.50 plus \$2.50 for each lot.
Land Subdivision for Small Subdivisions	
Simple Lot Split	\$60.50 application fee
Minor Subdivisions	\$88.00 application fee

*(Appendix I added per Ordinance 04-04 dated 1-20-04.)*

**APPENDIX J**  
**RE-ZONING ORDINANCES**

	<b><u>Ordinance No.:</u></b>	<b><u>Date of Adoption:</u></b>	<b><u>Brief Description:</u></b>
1.	02-05	10-21-02	Spencer-Owen Funeral Home, Inc. property zoned from R-2 to R-3: Lots 1, 2 and 3 in Blk 3 of Buccaneer Subdivision and tract.
2.	03-08	4-21-03	Gerds/Fowles property zoned R-1: a tract in E1/2 of SW1/4 of SW1/4 of Section 8 Township 102 Range 27.
3.	03-15	8-11-03	UHD property R-1 to B-2: 2 tracts in Blk. 5 in McArthur's Add.
4.	04-05	2-02-04	Verlyn Ripley property B-1 to R-2: S. Galbraith.
5.	05-02	3-7-05	Tract of land zoned from B-2 to R-1: Lots 1 and 2 in Block 86, Lots 1, 2, 9 and 10 in Block 83, Lots 1, 2, 9 and 10 in Block 58, Lots 1, 2, 9 and 10 in Block 55, Lots 1, 2, 9

and 10 in Block 30, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 27 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 2 all in the Original Plat.

- |    |       |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|-------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | 05-05 | 3-7-05  | St. Lukes Lutheran Home property zoned from R-2 to R-3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7. | 06-09 | 6-5-06  | <p>Tract of land zoned from AG to B-2: Outlot A of Blue Earth Shopping Center Subdivision in the City of Blue Earth in Section Number Eight (8), Township Number One Hundred Two (102), Range Number Twenty-seven (27), Faribault County, Minnesota.</p> <p>Tract of land zoned from L-I to G-I: That part of the East Half of the Southeast Quarter (E1/2 of SE1/4) of Section Twelve (12), Township One Hundred Two (102) North, Range Twenty-eight (28) West of the Fifth Principal Meridian lying South of the railroad right-of-way of the Chicago and Northwestern Railway Company in Faribault County, State of Minnesota, containing 40 acres, more or less.</p> |
| 8. | 07-12 | 12-3-07 | Tract of land zoned from AG and B-2 to L-I: That part of the NE1/4 of the SW1/4 of Section Five (5), Township One Hundred Two (102), North of Range Twenty-seven (27) lying west of T.H.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

No. 169, Faribault County,  
Minnesota, containing 17.743  
acres.

9. 09-04

5-18-09

UHD property re-zoned as  
parcels in a B-1 General  
Business Zoning District:  
The East one-half of the East  
one-half (E ½ E ½) of Block  
Three (3);

A tract commencing at the  
Northeast corner of Block Five  
(5) and running thence West  
140 feet; thence South 125  
feet, thence West 10 feet;  
thence South 85 feet; thence  
East 150 feet; thence North  
210 feet to the point of  
beginning;

The North 4.0 feet of the  
following described tract:  
Commencing at the Southeast  
corner of Block Five (5)  
according to the Plat of said  
addition on file in the Office  
of the Register of Deeds of  
said County, and running  
thence East 60 feet; thence  
South 125 feet, thence West  
60 feet and thence North 125  
feet to the point of beginning;

A tract commencing at the  
Northwest corner of Block  
Five (5), thence along the  
North line of said Block Five  
(5) a distance of 100 feet;  
thence South along a line  
parallel with the East line of  
said Block Five (5) a distance  
of 100 feet; thence South  
along a line parallel with the

East line of said Block Five (5) a distance of 125 feet; thence West along a line parallel with the North line of said Block Five (5), 100 feet, more or less, to the West line of said Block Five (5), thence North along the West line of said Block Five (5), 125 feet more or less to the point of beginning;

All of Eleventh Street lying between the East line of South Moore Street and the West line of South Galbraith Street, all being located in McArthur's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota.

That the parcel described below is hereby re-zoned as a parcel in a B-1 General Business Zoning District.

The vacated portions of East Tenth Street and South Galbraith Streets in the City of Blue Earth, Faribault County, Minnesota, described as follows:

Beginning at the Northwest corner of Block Fifteen (15) of Young's Addition to Blue Earth City (now City of Blue Earth), Faribault County, Minnesota, according to the Plat thereof on file and of record in the Office of the County Recorder, thence North 0 degrees 15 minutes 32 seconds East (assumed

bearing) along the northerly extension of the West line of said Block Fifteen (15) a distance of 6.00 feet to a line lying parallel with and 6.00 feet North (measured at right angles) of the North line of said Block Fifteen (15); thence South 89 degrees 45 minutes 28 seconds East parallel with the North line of Block Fifteen (15) a distance of 333.39 feet to a line lying parallel with and 31.00 feet east (measured at right angles) of the East line of Block Fifteen (15); thence South 0 degrees 13 minutes 32 seconds West parallel with the East line of Block Fifteen (15) a distance of 101.00 feet; thence North 89 degrees 45 minutes 28 seconds West parallel with the North line of Block Fifteen (15) a distance of 31.00 feet to the East line of Block Fifteen (15); thence North 0 degrees 13 minutes 32 seconds East along the East line of Block Fifteen (15) a distance of 302.40 feet to the point of beginning.

10. 15-07

3-16-15

Tract of land re-zoned from Highway Business and Limited Industry District to R-2 Suburban Residential District: Commencing at the Southeast corner of the Northeast Quarter of Section 8, Township 102 North, Range 27 West in Faribault County, Minnesota; thence South 88 degrees 53 minutes 23 seconds West along the South line of the Northeast

Quarter a distance of 363.41 feet to the point of beginning; thence continuing South 88 degrees 53 minutes 23 seconds West along the South line of the Northeast Quarter a distance of 435.60 feet; thence North 1 degree 06 minutes 37 seconds West a distance of 325.00 feet to an iron pipe survey marker; thence North 88 degrees 53 minutes 23 seconds East a distance of 435.60 feet to an iron pipe survey marker; thence South 1 degree 06 minutes 37 seconds East a distance of 325.00 feet to the point of beginning. Subject to an easement for public roadway right-of-way along the South line of the Northeast Quarter of Section 8.

11. 17-07

12-04-17

Parcels re-zoned in a R-2 Suburban Residential Zoning District:

Tract 1: Outlot A of Blue Earth Shopping Center Addition according to the Plat of said Addition on file and of record in the office of Faribault County Recorder except for the following described tract:

A tract of land in Outlot A of Block One of Blue Earth Shopping Center Addition in the City of Blue Earth, Faribault County, Minnesota, described as follows:

Beginning at the Northwest corner of Lot Four (4) of Block One (1) of Blue Earth Shopping

Center Addition in the City of Blue Earth, Faribault County, Minnesota, according to the plat on file and of record in the office of the Faribault County Recorder; thence North 0 degrees 39 minutes 37 seconds West along the East line of Baylee Drive and Unnamed Street extending northerly therefrom a distance of 180.61 feet; thence North 88 degrees 53 minutes 23 seconds East a distance of 356.13 feet; thence South 0 degrees 39 minutes 37 seconds East a distance of 180.61 feet to the northeast corner of Lot Four (4) of Block One (1); thence South 88 degrees 53 minutes 23 seconds West along the North line of Lot Four (4) a distance of 356.13 feet to the point of beginning.

Tract 2: A tract of land in OUTLOT A, BLUE EARTH SHOPPING CENTER ADDITION, in the City of Blue Earth, according to the plat thereof on file and of record in the office of the County Recorder, Faribault County, Minnesota, described as follows:

Commencing at the southeast corner of said BLUE EARTH SHOPPING CENTER ADDITION (also the Southeast corner of the Northeast Quarter of Section 8, Township 102 North, Range 27 West); thence South 88 degrees 53 minutes 23 seconds West, along the south

line of the Northeast Quarter of said Section 8, a distance of 363.41 feet; thence North 01 degrees 06 minutes 37 seconds West, a distance of 50.00 feet to the point of beginning; thence continuing North 01 degrees 06 minutes 37 seconds West, a distance of 275.00 feet; thence North 88 degrees 53 minutes 23 seconds East, a distance of 318.20 feet to the east line of said OUTLOT A; thence South 01 degrees 08 minutes 51 seconds East, along said east line, a distance of 275.00 feet to the southeast corner of said OUTLOT A; thence South 88 degrees 53 minutes 23 seconds West, along the south line of said OUTLOT A; a distance of 318.38 feet to the point of beginning.

12. 18-05 5-21-18

That the blocks of the various plats located in the City of Blue Earth described herein below are hereby re-zoned as parcels in a SBI – Small Business and Industry District:

The South Half of Blocks 85, 90, 91, 92, and 93 of the Original Plat of the City of Blue Earth, Faribault County, Minnesota, said Blocks being those blocks that are adjacent to the North line of East 7<sup>th</sup> Street in the City of Blue Earth; and

The North Half of Blocks 1 and 2 of Young’s Addition to the City of Blue Earth, the North Half of Blocks 7 and 8 of Garretson’s

Addition to the City of Blue Earth, and all of Blocks 1, 2, 3, 4, 5 and 6 and Garretson's Addition to the City of Blue Earth all in Faribault County, Minnesota, said Blocks being those Blocks that are adjacent to the South side of East 7<sup>th</sup> Street in the City of Blue Earth; and

Blocks 2, 3, 24, 25, 26, 27, 30, 31, 32, 33, 52, 53, 54, 55, 58, 59, 60, 61, 79, 80, 81, 82, 83, 86, 87, 88 and 89 of the Original Plat of the City of Blue Earth, Faribault County, Minnesota.

All that area of the City of Blue Earth lying South of East 8<sup>th</sup> Street East of Grove Street/ US Hwy 169 and Northeast of the Chicago and Northwestern Railway Right-of-Way lying East of Grove Street/US Hwy 169 as it runs through the Southeast Quarter of Section 17, Township 102 North, Range 27 West, Faribault County, Minnesota to the extent said Southeast Quarter is within the corporate limits of the City of Blue Earth.

*(Appendix J added per Ordinance 04-05.)*

**APPENDIX K**

**BLUE EARTH MUNICIPAL AIRPORT ZONING ORDINANCE**

**BLUE EARTH MUNICIPAL JOINT AIRPORT ZONING BOARD**

*(Passed and adopted after public hearing by the Blue Earth Municipal Joint Airport Zoning Board on 3-10-11.)*

*See Appendix K pdf attachment.*

## APPENDIX L

### MISCELLANEOUS ORDINANCES

	<b><u>Ordinance No.:</u></b>	<b><u>Date of Adoption:</u></b>	<b><u>Brief Description:</u></b>
1.	07-04	3/19/07	Restrictive Covenant regarding the Steinberg Nature Park located in Blocks Ten (10), Fourteen (14), Fifteen (15), and Lot Two (2) of Block Eleven (11) of School Subdivision of the NW1/4 of 16-102-27.
2.	07-09	7/16/07	<p>To designate as “Dr. Homer H. Russ Street” the name of a street to be located within the Morgan and Wilkins Subdivision in the City of Blue Earth.</p> <p>To designate as “Riverview Lane” the name of a street to be located within the Original Plat of Blue Earth City, now City of Blue Earth, and legally described as follows:</p>

- That portion of East Street according to the Original Plat of Blue Earth City, now City of Blue Earth in Faribault County, Minnesota lying between East Second Street and the East Branch of the Blue Earth River.
3. 07-10 8/6/07 To designate as "Dr. H. Russ Street" the name of a street to be located between Lot 1 and Lot 2 of the Morgan and Wilkins Subdivision within the City of Blue Earth.
  4. 13-10 11/18/13 To purchase certain real property in the Southwest Quarter of Section 5, Township 102 North, Range 27 West, in Faribault County, Minnesota. Manske tracts containing 18.19 acres and 18.71 acres of land.
  5. 13-11 11/18/13 To purchase certain real property in the Northeast Quarter of the Southwest Quarter of Section 5, Township 102 North, Range 27 West of the Fifth Principal Meridian in Faribault County, Minnesota. BEISCO tract containing 6.14 acres of land.
  6. 17-05 12/4/17 To purchase certain property in Outlot A, Blue Earth Shopping Center Addition, (also the Southeast corner of the Northeast Quarter of Section 8, Township 102 North, Range 27 West), in Faribault County, Minnesota.

