



Trail to the Past. Road to the Future.

CITY COUNCIL SPECIAL MEETING

**MUNICIPAL COUNCIL CHAMBERS
21 5TH STREET E, MANTORVILLE, MN 55955
MONDAY, June 29, 2026 - 6:30pm**

1. Call to Order **

2. Adopt the Agenda

3. Public Hearing

A. The Mantorville City Council and the Mantorville Township Board of Supervisors will each consider adoption of a Joint Orderly Annexation Agreement at upcoming meetings of each respective governing body.

The Mantorville City Council will meet Monday, June 29, 2026 at 6:30 p.m. at City Hall, 21 5th Street East, Mantorville, Minnesota.

The Mantorville Township Board of Supervisors will meet on Monday, July 6, 2026 at 6:30 p.m. at Town Hall, 60126 240th Avenue, Mantorville, Minnesota.

The properties to be included in the Orderly Annexation Area which will be subject to the terms of the Orderly Annexation Agreement are the following Dodge County PIDs:

130170100, 130170200, 130170300, 130170301, 130161000, 130160900, 130210201, 130211000, 130210600, 130210900, 130210200, 130210700, 130210800, 130210300, 130210400, 130210500, 131290090, 131290080, 131290070, 131290060, 131290050, 131290040, 131290030, 131290020, 131290010, 130220200, 130221400, 132350201, 132350202, 132350204, 132350205, 132350206, 132350208, 132350209, 132350210, 132350211, 132350212, 132350213, 132350215, 132350216, 132350217, 132350218, 132350203, 132350207, 132350214, 132350302, 132350303, 132350304, 132350301, 132350219, 132350220, 132350221, 132350222, 130211201, 132350300, 132350401, 132350402, 132350403, 132350405, 132350404, 132350406, 132350408, 132350407, 132350409, 132350200, 132350101, 132350102, 132350103, 132350104, 132350100, 132300010, 132300020, 132300030, 132300040, 132300050, 132300060, 132300070, 132300080, 132300090, 132300100, 132300110, 132300120, 132300410, 132300200, 132300210, 132300220, 132300230, 132300240, 132300250, 132300260, 132300270, 132300280, 132300290, 132300300, 132300310, 130221500, 134760120, 134760100, 134760090, 134760050, 134760040, 134760030, 134760020, 134760010, 135510020, 135510040, 135510060, 135510070, 134760110, 134760080, 134760070, 134760060, 134760040, and 134760030.

Additional information regarding the terms and conditions of the Orderly Annexation Agreements may be obtained by contacting Mantorville City Hall at 507-635-5116 or Mantorville Town Hall at 507-635-5580.

B. Approval of City of Mantorville Resolution 2026-15 Joint Resolution for Orderly Annexation between the Town of Mantorville, Minnesota and the City of Mantorville, Minnesota.

4. Adjourn **

MANTORVILLE TOWNSHIP RESOLUTION NO. _____

CITY OF MANTORVILLE RESOLUTION NO. 2026-15

MUNICIPAL BOUNDARY ADJUSTMENT DOCKET NO. _____

**JOINT RESOLUTION FOR ORDERLY ANNEXATION
BETWEEN THE TOWN OF MANTORVILLE, MINNESOTA
AND THE CITY OF MANTORVILLE, MINNESOTA**

WHEREAS, the City of Mantorville (hereinafter referred to as the "City"), located in Dodge County, Minnesota, and the Township of Mantorville (hereinafter referred to as the "Town" or "Township"), also located in Dodge County, Minnesota, desire to accommodate growth in the most orderly fashion; and

WHEREAS, the Town Board and City Council have expressed their desire to establish a framework for future development of selected properties near the City so as to avail such development of municipal services as much as is practical; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow, and following a duly published notice of intent to designate the area for annexation as required under law, the City and Town hereby enter into this Joint Resolution for Orderly Annexation (sometimes hereinafter referred to as the "Agreement") and the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

1. Designation of Orderly Annexation Area.

The Township and the City hereby designate the areas legally described and listed on **Exhibit 1** attached hereto and incorporated herein by reference (hereinafter referred to as the "Orderly Annexation Area") for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Orderly Annexation Area legally described on **Exhibit 1** is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Township and City agree that the Orderly Annexation Area legally described on **Exhibit 1** and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 531.3 acres and entirely located within Dodge County, Minnesota.

2. Office of Administrative Hearings, Municipal Boundary Adjustments.

Upon adoption by the Town Board and the City Council, this Agreement shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes.

3. No Alterations of Boundaries.

The Township and City mutually agree and state that the MBA may review and comment, but no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate.

4. Review and Comment by Municipal Boundary Adjustments.

The Township and City mutually agree and state that this Agreement sets forth all the conditions for annexation of the areas designated on **Exhibit 1** and that no consideration by the MBA is necessary. At such time as the conditions for annexation of the areas set forth on **Exhibit 1** or a portion thereof as described in this Agreement have been met, upon receipt of a resolution for annexation from the City of Mantorville (except that no such resolution shall be required for the Immediate Annexation Property), the MBA may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of said resolution.

5. Planning and Land Use Control Authority.

- A. The Township and City mutually agree and state that all land use authority within the Orderly Annexation Area shall remain with Dodge County and the Township (if the Township chooses to exercise planning, zoning and subdivision authority pursuant to Minnesota law) while such properties remain in the Township. Notwithstanding the foregoing, the City shall have exclusive planning, zoning and subdivision authority over all properties annexed under the authority of this Agreement.
- B. In the event the Township enacts its own zoning or subdivision ordinance, the Township agrees to notify the City of any requests for conditional use permits, land use changes, subdivision, rezoning or grading and filling within the Orderly Annexation Area and allow the City to review and comment on the same.
- C. Dodge County requires all applicants to notify and meet with the Township prior to approving subdivision and rezoning requests. Pursuant to subsection 7.B.2 of this Agreement, the parties understand the importance that the City also obtain advanced notice of proposed rezoning and subdivision actions affecting land within the Orderly Annexation Area so that it can provide such property owners with notice of intent to annex pursuant to said subsection. To that end, the Township shall notify the City Administrator via email of any properties that the Township becomes aware that such property owners or prospective buyers desire to rezone such lands to a commercial or industrial use, or desire to subdivide such properties. Such notice shall be sent as soon

as is reasonably practical after the Township Clerk obtains such knowledge so the City can consider whether to send notice to the applicant under subsection 7.B.2.

6. Taxation Reimbursement.

A. Tax Reimbursement. To allow the Township to be reimbursed for the permanent loss of taxable property (determined by Dodge County's GIS system net of existing roads) from Township tax rolls, the City shall make property tax reimbursement payments ("Taxation Reimbursement") to the Township for property annexed pursuant to this Agreement in accordance with subsection 6.A.1 below. Tax exempt property at time of annexation is not subject to Taxation Reimbursement.

1) Following annexation, payments shall be made by the City twice a year, within 30 days of the County's property tax reconciliation distribution to the City, and shall be based on the valuation and tax capacity of the land as it exists in the Township at the time of annexation, in the amounts set forth as follows (for purposes of this subsection, the "first year following annexation" refers to the first year after annexation of the property that the Township no longer collects property taxes on the annexed property):

- a) In the first year following the annexation, 90% of the property taxes paid to the Township in the year of annexation;
- b) In the second year following the annexation, 70% of the property taxes paid to the Township in the year of annexation;
- c) In the third year following the annexation, 50% of the property taxes paid to the Township in the year of annexation;
- d) In the fourth year following the annexation, 30% of the property taxes paid to the Township in the year of annexation; and
- e) In the fifth year following the annexation, 10% of the property taxes paid to the Township in the year of annexation.

B. Delinquent Taxes. The City agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area after annexation of such property if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs is paid to the City, the City shall remit to Township the amount it receives which was deferred during the time the property was in the Township.

C. Assumption of Liability for Public Improvements. The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to

finance public improvements constructed by the Township or for which special assessments were levied by the Township. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township.

Other than the reimbursement outlined above in paragraphs 6.A, 6.B and 6.C, no other Taxation Reimbursement shall be owed to the Township from the City under this Agreement.

7. Conditions for Orderly Annexation; Immediate Annexation.

The City and the Town mutually state and agree that any property in the Orderly Annexation Area, whether it abuts the City or not, may be annexed to the City by the MBA upon receipt of a resolution from the City requesting such annexation, provided that one of the conditions for annexation contained in 7.A, 7.B, 7.C, or 7.D below are met. The City shall not submit such resolutions to MBA until 10 days after it first provides a copy of the resolution to the Town.

- A. If property does not abut the City and is part of a rural residential area with lots which are part of a recorded plat used for residential purposes ("Platted Residential Subdivision"), then the City may annex said property after a petition for annexation is signed by the owners of record of more than 50% of the platted lots within said Platted Residential Subdivision and submitted to the City and Town. Following such petition, the City may only annex the entire plat or none of the plat. If property does not abut the City and is part of a Non-Platted Residential Subdivision, as defined herein, then the City may annex said property after a petition for annexation is signed by the owners of record of more than 50% of the parcels within said Non-Platted Residential Subdivision and submitted to the City and Town. Following such petition, the City may only annex the entire subdivision or none of the subdivision. A Non-Platted Residential Subdivision is defined as any contiguous group of more than one of the following: a parcel of record used for residential purposes containing five acres or less.

- B. If property is not part of a Platted Residential Subdivision or a Non-Platted Residential Subdivision, then the City may annex said property after the occurrence of any of the following:
 - 1) A petition for the property to be annexed is signed by all of the owners of the property proposed to be annexed and submitted to the City and Township; or
 - 2) The property owner has applied for the property to be subdivided or rezoned to a commercial or industrial zoning district and does not withdraw the application within fourteen days of a written notice being sent to the property owner by the City informing the owner that making such request will result in the property being immediately annexed by the City unless said application is not withdrawn within fourteen days of the mailing of such letter. Should the property owner fail to

withdraw its application within said fourteen-day period, the City will promptly notify the Township and Dodge County of its intent to immediately annex the property, and shall immediately initiate annexation, and the Township and City shall thereafter request that Dodge County deny the application(s) so that the City's zoning and subdivision authority can control following annexation, it being expressly understood and agreed to by the parties that the City should review and act on applications for subdivisions and rezoning requests for properties that are within its borders. Upon annexation, the property owner may subsequently make application to the City for its desired subdivision, rezoning, and any other City approvals that might be required to accommodate its proposed use of the property, which shall be processed by the City pursuant to its local controls.

- 3) The principal use on the property is commercial or industrial in nature, and
 - a) The septic system on the property has failed (other than a pump failure), must be expanded, or must be moved to a new location and the City has a municipal sewer main within public easement or right-of-way that is adjacent to such property at the time such failure is discovered, expansion or movement is to occur and such City municipal sewer main can serve the property; or
 - b) The well on the property has failed such that a new well must be drilled or water produced by the well contains contaminants that exceed maximum State standards and the City has a municipal water main within public easement or right-of-way that is adjacent to such property at the time such failure is discovered and such City municipal water main can serve the property; or
 - c) A conveyance of the property if the City has both municipal sewer and water services available to such property at the time of conveyance; provided, however, that a conveyance between the following parties shall not qualify a property for annexation under this subsection: between parent and child, between grandparent and grandchild, between siblings, between spouses, or between corporations, partnerships, and limited liability companies where the same parties own at least 50% of both the conveyor and conveyee; or
 - d) At least 15 years have passed since a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto.
- C. Notwithstanding anything herein to the contrary, any residential property within the Orderly Annexation Area that abuts the City may be annexed by the City pursuant to this Agreement upon a petition for annexation submitted by all of the property owners to the City and Town.

D. The City and Town agree that Dodge County PID 130220200 (the “Immediate Annexation Property”) shall be immediately annexed into the City. Said parcel is located within the Orderly Annexation Area, as described herein, is legally described on the attached **Exhibit 3**, and is depicted on the City boundary map attached hereto as **Exhibit 4**. Upon submission of this Agreement to MBA following approval and execution by both parties, the City and the Town confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish annexation of the Immediate Annexation Property in accordance with the terms of this Agreement. The City and the Town agree that upon receipt of this Agreement, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the immediate annexation of the Immediate Annexation Property in accordance with the terms of this Agreement.

8. Roads Within Area Designated for Orderly Annexation.

The parties agree as follows with regard to the roads located within the Orderly Annexation Area:

A. Roads Serving New Plats. The City shall require that all roadways abutting or serving new platted developments which have been annexed to the City shall be improved by the developer and/or property owner with hard surfacing from the access of the development to the nearest County, City or state road. All said road improvements shall be constructed to City engineering standards.

B. Maintenance of Roads. Following annexation, the road authority provisions in Minnesota Statutes, section 414.038, as may be amended from time to time, shall control.

C. Paved Access Roads. Where a road serving a new platted development has been paved by the City or developer pursuant to paragraph 9.A. above, the City shall become responsible to maintain the entire portion of such paved road, even if the property abutting such paved road remains in the Township, in which case such road shall not be treated as a line road pursuant to Minnesota Statutes Section §164.14.

D. Undue Burden on Town Roads. The Township and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of Town roads because City development imposes an undue burden on Town roads that serve property annexed under this Agreement. Accordingly, the City shall be required to maintain Township roads in the following circumstances:

1) Where the average daily traffic count increases by at least 25% on a Township road within a three-year period and such road is within one-half mile of a residential subdivision that was developed in the City within the past three years from land annexed from the Orderly Annexation Area, the City shall, at the Township’s request, maintain the portion of such road that has experienced such 25% or greater average daily traffic count increase; or

2) The City shall, at the Township’s request, maintain the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road and

has developed a residential, commercial or industrial subdivision abutting such road that accesses such road. The length of road required to be maintained shall be limited to the length of road directly abutting the property annexed under this Agreement from the access point for the development to the nearest County, City or state road.

- E. Use of Township Roads. For properties annexed under this Agreement, the City shall establish haul routes in any development agreements which, during subdivision development (including construction of residences), require all construction traffic use state trunk highways, Dodge County highways or Mantorville city streets, and that Township roads be used only when no state trunk highway, Dodge County highway or Mantorville city street is reasonably available. The City's developer's agreements shall also require that the developer pay the Township for the cost to repair any road damage, as determined by the Township, that may occur as a result of construction traffic using Township roads.

9. Provision of Municipal Utility Service.

- A. Extension of Services. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.
- B. Assessment Rates. Assessment or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of benefit and/or connection to said service.
- C. Timeline for Connection. Annexed properties for which municipal services are available must connect to municipal services when required by the City Code, provided, however, that annexed properties that, at the time of annexation, had a functioning septic system and well shall not be required to connect for 15 years from the later of 1) the date of annexation, or 2) the date a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such property. However, if within that grace period: 1) such property's septic system fails (other than a pump failure), must be expanded, or must be moved to a new location, the City may require immediate connection to municipal sewer and water services if a City-owned municipal sewer main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto; or 2) the well on the such property fails such that a new well must be drilled or water produced by the well contains contaminants that exceed maximum State standards, the City may require immediate connection to municipal sewer and water services if a City-owned municipal water main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto.
- D. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.

10. Deferred Assessment Policy.

With respect to road, sewer and water improvements to be constructed within the Orderly Annexation Area, the City's policy for deferred, delayed, or future assessments for such improvements shall be as follows:

- A. Sanitary Sewer and Water Utilities. In the event the City extends sanitary sewer and water utilities within the Orderly Annexation Area through property that the City has not annexed at the time of such extension, the City may specially assess such properties in accordance with Minn. Stat. § 429.052.
- B. Street Curb and Gutter and Storm Sewer Utilities. The City shall not specially assess any properties in the Township related to the cost of construction of streets, curb, and gutter or storm sewer within the Orderly Annexation Area. However, the City may, if it chooses, and to the extent permitted by law, impose charges upon such properties for such properties' proportionate share of such improvements as a condition of annexation to the City.
- C. Reservation of Rights. The City reserves the right to enter into development agreements with the developer of any specific parcels of property within the Orderly Annexation Area that vary from the terms of this paragraph 9 with respect to such parcel.

11. Authorization.

The appropriate officers of the City and Town are hereby authorized to carry the terms of this Agreement into effect.

12. Severability and Repealer.

A determination that a provision of this Agreement is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Agreement.

13. Effective Date and Termination.

This Agreement shall be effective upon adoption by the governing bodies of the City and Town and approval by the MBA. Unless the parties have agreed to an extension, this Agreement shall terminate 25 years from the date both parties have executed this Agreement. Notwithstanding the termination of this Agreement, the provisions of paragraphs 6 and 8 of this Agreement shall remain binding after the termination of this Agreement for all properties annexed under the terms of this Agreement prior to its termination, and paragraph 7.B.3.d of this Agreement shall remain in force for 15 years after a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such properties to which paragraph 7.B.3.d applies and such City owned municipal sewer main or municipal water main has been installed prior to the expiration of this Agreement.

14. Disputes and Remedies.

The City and Township agree as follows:

- A. Direct Negotiation. When a disagreement over interpretation of any provision of this Agreement shall arise, the City and the Township shall direct staff members or consultants, as they deem appropriate, to meet at least one time at a mutually convenient time and place to attempt to resolve the dispute through direct negotiation.
- B. Mediation/Arbitration. When the parties to this Agreement are unable to resolve one or more disputes through direct negotiation, the parties shall submit their respective grievances to mediation or, only with subsequent written consent of both parties, binding arbitration.
- C. Adjudication. When the parties to this Agreement are unable to resolve their respective grievances either through direct negotiation or mediation, and mutual written consent to binding arbitration does not occur, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

15. Amendment.

Both parties reserve the right to initiate an amendment or revision to this Agreement at any time, and such amendments or revisions may only occur by subsequent joint resolution. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision.

16. Costs Associated with Orderly Annexation Agreement.

Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees and any other fees required by the State of Minnesota, including all staff attorney and administrative law judge charges that may be assessed against either the City or the Township pursuant to an annexation requested under this Agreement.

17. Venue.

The venue for all actions concerning this Agreement shall be Dodge County, Minnesota.

18. Entire Agreement.

With respect to the Orderly Annexation Area legally described on **Exhibit 1** and shown on **Exhibit 2**, respectively, which are attached hereto and incorporated herein by reference, the terms, covenants, conditions, and provisions of this Agreement shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.

19. Notice.

Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person to the Mantorville Township Clerk and the Mantorville City Clerk/Treasurer at their official addresses.

20. Legal Description and Mapping.

The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided on the exhibits attached hereto, in the judgment of the MBA, the City and Township agree to make such corrections and file any additional documentation including new exhibits making the corrections requested or required by the MBA as necessary to make effective the annexation of said Orderly Annexation Area in accordance with the terms of this Agreement.

21. Other Annexations Limited.

During the term of this Agreement, unless otherwise agreed, the City shall not annex any property from the Township except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land which may be annexed and set the exclusive procedures under which annexation from the Township to the City may occur during the term of this Agreement.

The parties recognize that Property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustments. However, during the term of this Agreement, the City will not support any property owner-initiated annexation petition for areas that are located outside of the Orderly Annexation Area. In the event that one or more property owners request annexation of property lying outside of the Orderly Annexation Area, the City Council and Town Board shall jointly meet to discuss the possible annexation of such property if either the Township or the City request such a meeting.

PASSED, ADOPTED AND APPROVED by the Mantorville Town Board of Supervisors, Dodge County, Minnesota, this ____ day of _____, 2026.

MANTORVILLE TOWNSHIP

_____, Chair

_____, Clerk

PASSED, ADOPTED AND APPROVED by the Mantorville City Council, Dodge County, Minnesota, this 29th day of June, 2026.

CITY OF MANTORVILLE

Mayor

City Clerk-Treasurer

EXHIBIT 1

**CITY OF MANTORVILLE AND MANTORVILLE TOWNSHIP ORDERLY
ANNEXATION AGREEMENT PROPERTY DESCRIPTION/PID LIST**

130170100, 130170200, 130170300, 130170301, 130161000, 130160900,
130210201, 130211000, 130210600, 130210900, 130210200, 130210700,
130210800, 130210300, 130210400, 130210500, 131290090, 131290080,
131290070, 131290060, 131290050, 131290040, 131290030, 131290020,
131290010, 130220200, 130221400, 132350201, 132350202, 132350204,
132350205, 132350206, 132350208, 132350209, 132350210, 132350211,
132350212, 132350213, 132350215, 132350216, 132350217, 132350218,
132350203, 132350207, 132350214, 132350302, 132350303, 132350304,
132350301, 132350219, 132350220, 132350221, 132350222, 130211201,
132350300, 132350401, 132350402, 132350403, 132350405, 132350404,
132350406, 132350408, 132350407, 132350409, 132350200, 132350101,
132350102, 132350103, 132350104, 132350100, 132300010, 132300020,
132300030, 132300040, 132300050, 132300060, 132300070, 132300080,
132300090, 132300100, 132300110, 132300120, 132300410, 132300200,
132300210, 132300220, 132300230, 132300240, 132300250, 132300260,
132300270, 132300280, 132300290, 132300300, 132300310, 130221500,
134760120, 134760100, 134760090, 134760050, 134760040, 134760030,
134760020, 134760010, 135510020, 135510040, 135510060, 135510070,
134760110, 134760080, 134760070, 134760060, 134760040, and 134760030.

EXHIBIT 2

BOUNDARY MAP

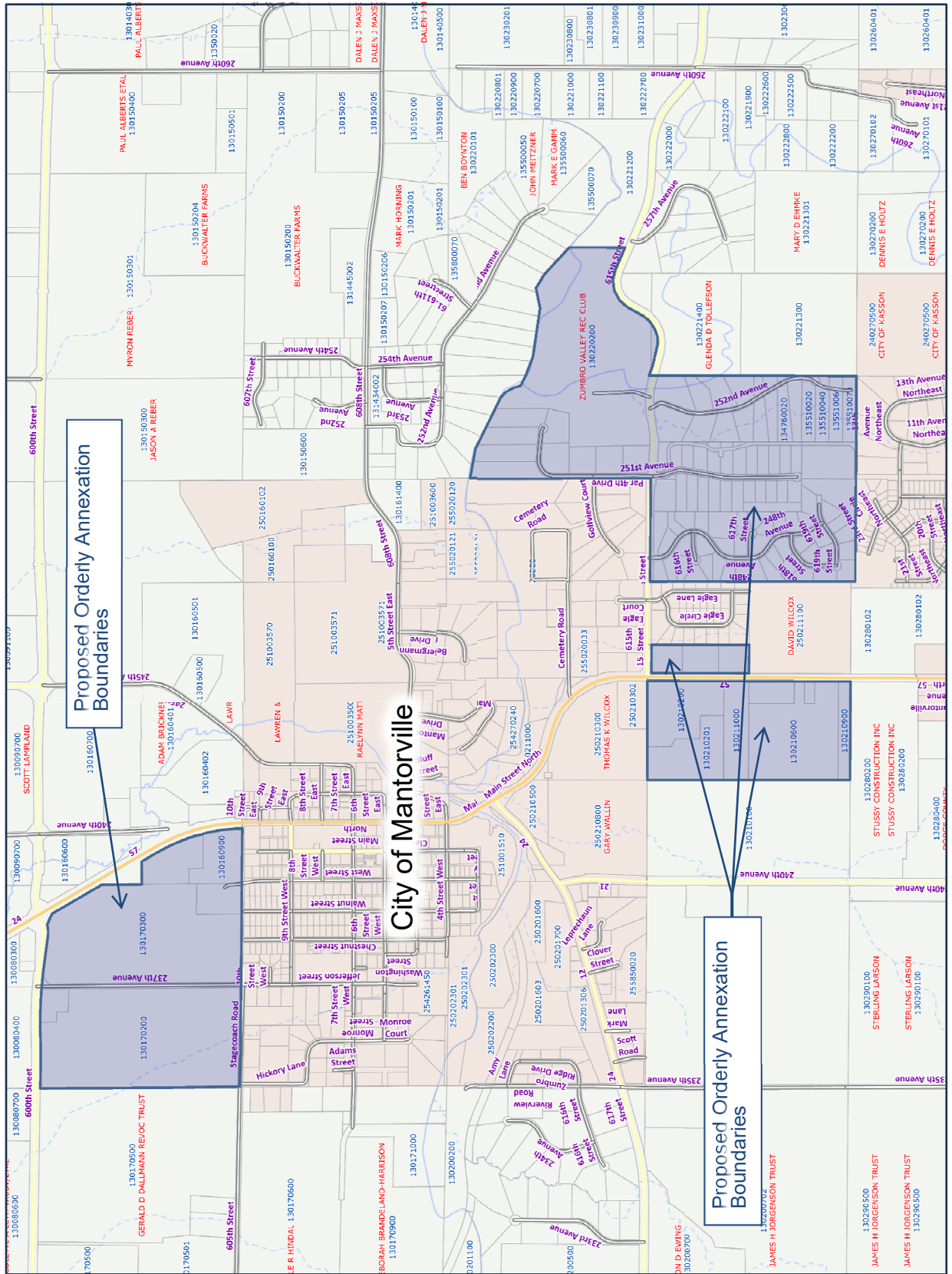


EXHIBIT 3

LEGAL DESCRIPTION OF IMMEDIATE ANNEXATION PROPERTY

The Southeast Quarter of the Northwest Quarter of Section numbered Twenty-two (22) in Township One Hundred Seven (107) North, of Range Sixteen (16) West, excepting that portion of said description described as follows:

Commencing at the Center of said Section numbered Twenty-two, thence due West 32 rods 8 links to the center of the high-way, thence in a Northeasterly direction along the center of said Highway to the point of intersection with the quarter section line between the Northeast Quarter and Northwest Quarter of said Section numbered Twenty-two, thence due South to the place of beginning, the above tract conveyed containing Thirty-six and One-half ($36 \frac{1}{2}$) acres of land, more or less.

Also conveying The Southwest Quarter of the Northwest Quarter (SW of NW) of said Section numbered Twenty-two (22) excepting. Commencing at the Southwest corner of the Northwest Quarter of said Section numbered Twenty-two, thence due East 21 rods and 12 feet, thence due North 55 rods and two feet, thence due East 27 rods, thence in a Northeasterly direction 24 rods 8 feet to the Eighth Section line between the Northwest and Southwest Quarter of the Northwest Quarter of said Section numbered Twenty-two, thence due West 54 rods 12 feet to the Section line, thence due South 80 rods to the place of beginning, the above tract conveyed containing Twenty-four and three quarters ($24 \frac{3}{4}$) acres of land, more or less.

Also conveying, commencing At a point 25 rods 42 feet West of the Center of the Northwest Quarter of said Section numbered Twenty-two, thence due North 43 rods to the bed of the River, thence following the said bed of the River in a Southeasterly direction to the Eighth Section line between the Northwest and Northeast Quarters of the Northwest Quarter of said Section Twenty-two, thence due South to the center of said Northwest Quarter of said Section numbered Twenty-two, thence due west to the place of beginning, the above tract conveyed containing four acres of land, more or less.

Also conveying the West One-Quarter of the Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section numbered Twenty-two, Township One Hundred and Seven, North, of Range Sixteen, West, excepting. Commencing at the center of said Section numbered Twenty-two, thence due East 20 rods, thence due North 31 rods and 8 Links to the center of Highway, thence in a Northwesterly direction along the center of said Highway to the Quarter section line between the Northeast and Northwest Quarters of said Section numbered Twenty-two, thence due South 35 rods to the place of beginning, the above tract conveyed containing five and nine-tenths acres of land, more or less.

Also conveying A tract described as follows:

Commencing at the center of the Northwest Quarter of said Section Twenty-two, thence east 7 chains and 51 links as the place of beginning, thence running due North to the bed of the River, thence following the bed of the river East to where the River intersects the line running East and West through the center of said Northwest Quarter of said Section numbered Twenty-two, thence West on said line to the place of beginning, the last described tract containing about one quarter ($\frac{1}{4}$) acre of land more or less.

Also conveying the South Two acres of the West fifteen acres of the Northeast Quarter of the Northwest Quarter of said Section numbered Twenty-two hereinbefore described.

EXHIBIT 4

DEPICTION OF IMMEDIATE ANNEXATION PROPERTY

