



June 4, 2024

James Zarn
19519 Ivywood Lane
Mankato, MN 56001

Re: R43.08.35.452.008
Preliminary Title Opinion

Dear Jim:

We have examined the Blue Earth County real estate records from February 15, 1984, through April 23, 2024, and render our preliminary title opinion upon the following described real property situated in the County of Blue Earth and State of Minnesota:

SEE ATTACHED EXHIBIT "A"

Based upon our examination, it is my opinion that as of this date, title in fee to the property is as follows:

Tract 1: James M. Zarn and Elizabeth A. Zarn
Tract 2: James M. Zarn

This title is good and merchantable, subject to the following:

1. Agreement of Tile Easement dated April 18, 2016, and filed for record on April 27, 2016, as Document No. 548CR493. A copy is attached for reference.
2. Conditional Use Permit dated April 22, 2024, and filed for record on April 22, 2024, as Document No. 611CR478. A copy is attached for reference.
3. An examination of the public records of Blue Earth County indicates that real estate taxes due and payable in 2024 are in the amount of \$762.00 which are paid in full. There are no delinquent real estate taxes or special assessments against the subject property. [Parcel No. R43.08.35]
4. A search of the records indicates that there are no judgments, Federal or State of Minnesota tax liens against James Zarn or Elizabeth Zarn.

MANKATO OFFICE

Scott V. Kelly
Steven H. Fink
Daniel J. Bellig
Joseph A. Gangi
Amy E. Sauter
Paul T. Moosbrugger

Andrew J. Moeller

RETIRED

William S. Partridge
Bruce C. Young
Mary Anne Wray
David A. Salsbery

FARRISHLAW.COM

6. This opinion does not cover any non-record matters that might affect the title, including but not limited to questions of survey, access to the property, rights of any party in possession other than the record owner, improvements in the course of construction or completed within the last preceding 120 days as to which no lien statement has been filed, public improvements for which the property may be subject to assessment, zoning and other use restrictions, delinquent charges for governmental services, charges of private utilities for services or equipment, size of the property, location of improvements thereon, encroachments by structures thereon upon adjoining property or encroachments by structures on adjoining property upon the property examined which would be revealed by a survey or inspection. Information contained in this opinion regarding delinquent real estate taxes, special assessments and current real estate taxes has been obtained from the employees in the respective county offices and we do not warrant the accuracy of such information.

Sincerely,



Steven H. Fink

sfink@farrishlaw.com

SHF:nh

EXHIBIT "A"

James M. Zarn & Elizabeth A. Zarn - Joint

TRACT 1:

That part of Lot 17, Auditor's Plat Number Fifteen, on file and of record with the Blue Earth County Recorder, which lies easterly of the following described line:

Commencing at an iron pipe monument designating the South Quarter corner of Section 35, Township 108 North, Range 27 West; thence North 89 degrees 44 minutes 20 seconds East, (assumed bearing), along the south line of said Lot 17, the same being the south line of the Southeast Quarter of said Section 35, a distance of 1300.44 feet to the point of beginning; thence North 01 degrees 24 minutes 16 seconds West, 1305.00 feet to a point on the north line of said Lot 17 and there terminating.

James M. Zarn, Individually

TRACT 2:

Parcel 1

Lot 11 and Lot 17, all in Auditor's Plat Number Fifteen of Section 35 Township 108N, Range 27W, on file and of record with the Blue Earth County Recorder, which lies westerly of the center line of Ivywood Lane, EXCEPT the following two parcels:

EXCEPTION NO. 1: Commencing at a found iron pipe monument which point is 886.6 feet East and 552 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 35, Township 108 North Range 27 West; thence South 79 degrees 00 minutes 00 seconds West, 534.00 feet to a found iron pipe monument; thence South 11 degrees 00 minutes 00 seconds East, 304.00 feet to the North Bank of the Lesueur River; thence South 87 degrees 55 minutes 00 seconds East, along said North Bank of the Lesueur River, 249.00 feet; thence North 71 degrees 00 minutes 00 seconds East, 449.00 feet to the point of beginning; thence South 71 degrees 00 minutes 00 seconds West, back along the previously described course, 449.00 feet; thence North 87 degrees 55 minutes 00 seconds West, 249.00 feet; thence North 11 degrees 00 minutes 00 seconds West, 304.00 feet; thence North 79 degrees 00 minutes 00 seconds East, 203.00 feet; thence North 67 degrees 30 minutes 00 seconds East, 260.00 feet; thence North 83 degrees 00 minutes 00 seconds East, 194.91 feet to a point on the westerly line of Lot No. 2, Block No. One, Van Guilder Subdivision, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence South 05 degrees 53 minutes 57 seconds East, along said westerly line, 120.91 feet; thence South 28 degrees 53 minutes 57 seconds East, along said westerly line, 65.00 feet; thence South 57 degrees 53 minutes 57 seconds East, along said westerly line, 35.23 feet to the point of intersection with a line which bears North 11 degrees 00 minutes 00 seconds West from the point of beginning; thence South 11 degrees 00 minutes 00 seconds East, 129.76 feet to the point of beginning. Containing 5.42 acres.

EXCEPTION NO. 2: Commencing at a found iron pipe monument designating the South Quarter Corner of Section 35 Township 108 North Range 27 West; thence North 01 degrees 24 minutes 45 seconds West (assumed bearing) along the North - South centerline of Section 35 a distance of 716.50 feet to a point on the centerline of the Township Road, said point being the point of beginning; thence North 56 degrees 50 minutes 18 seconds East, along said Township Road Centerline, 27.80 feet; thence North 48 degrees 28 minutes 12 seconds East, along said Township Road Centerline, 117.96 feet; thence North 27 degrees 31 minutes 30 seconds East, along said Township Road Centerline, 114.91 feet; thence North 11 degrees 50 minutes 15 seconds East, along said Township Road Centerline, 61.00 feet; thence North 09 degrees 04 minutes 52 seconds East, along said Township

Preliminary Title Opinion

Road Centerline, 119.20 feet; thence North 81 degrees 21 minutes 56 seconds West, 138.00 feet; thence South 13 degrees 00 minutes 04 seconds West, 278.24 feet to a point on the North - South Centerline of Section 35; thence South 01 degrees 24 minutes 45 seconds East, along said North - South Centerline, 122.39 feet to the point of beginning. Containing 1.08 acres.

Said Parcel 1 contains 38 acres, more or less, subject to an easement for Ivywood Lane purposes over and across the easterly boundary. ALSO subject to any other easements of record.

Parcel 2

Lot 11 and Lot 17, all in Auditor's Plat Number Fifteen of Section 35 Township 108N, Range 27W, on file and of record with the Blue Earth County Recorder, which lies easterly of the center line of Ivywood Lane and which lies westerly of the following described line:

Commencing at an iron pipe monument designating the South Quarter corner of Section 35, Township 108 North Range 27 West; thence North 89 degrees 44 minutes 20 seconds East, (assumed bearing), along the south line of said Lot 17, the same being the south line of the Southeast Quarter of said Section 35, a distance of 1300.44 feet to the point of beginning; thence North 01 degrees 24 minutes 16 seconds West, 1305.00 feet to a point on the north line of said Lot 17 and there terminating.

Said Parcel 2 contains 40 acres, more or less, subject to an easement for Ivywood Lane purposes over and across the westerly boundary. ALSO subject to any other easements of record.



Lamm
Et al. (as vendors)
JPS
HJ

548CR493
CERTIFIED, FILED AND/OR RECORDED ON
04/27/2016 8:12 AM
BLUE EARTH COUNTY, MN
MICHAEL STALBERGER COUNTY RECORDER
TAXPAYER SERVICES DIRECTOR
REC FEE: 46.00 EXEMPT: N
MRT PD: EXEMPT: N/A
PAGES: 5

AGREEMENT OF TILE EASEMENT

This Agreement of Tile Easement ("Agreement") is made on this 18th day of April, 2016, by John I. Dougan and Marie N. Dougan ("Grantor"), and Danica A. Schmidt ("Grantee").

RECITALS

A. Grantor is the owner of real property located in Blue Earth County, Minnesota, described and depicted on Exhibit A attached hereto and made a part hereof ("Parcel A");

B. Grantee is the owner of real property located in Blue Earth County, Minnesota, described and depicted Exhibit B attached hereto and made a part hereof ("Parcel B"); and

C. Grantor desires to grant by this Agreement to Grantee a tile easement pursuant to all the terms and conditions hereof.

AGREEMENT

In consideration of the foregoing, and the mutual promises herein contained, and other good and valuable consideration, the property shall be bound as follows:

1. **Tile Easement.** Grantor does hereby declare, grant, bargain and convey an easement for the repair and maintenance of the existing drainage system as needed for a functional drainage system ("Drainage System"), draining Parcel B through an outletting on to Parcel A. The Drainage System consists of laid underground plastic pipe commencing south of the house on Parcel B, and then running south as near as possible along the westerly line of Parcel A to the Le Sueur River located on the southerly line of Parcel A.

2. **Access Easement.** The owner of Parcel B shall have an easement on and over Parcel A when and where necessary to keep and maintain the Drainage System in proper state of repair and in good working order at all times. When exercising such easement, the owner of Parcel B, their agents, servants and employees are under an obligation to exercise such easement to prevent undue damage to Parcel A. The owner of Parcel A shall retain the use and enjoyment of the property affected by this easement so long as said use does not unreasonably interfere with the easement rights.

3. **Laws and Regulations.** The owner of Parcel B shall not drain any wetlands in contravention of state or federal law or regulation and should the tile easements granted herein be used to drain wetlands in contravention of state or federal laws or regulation, then this Agreement shall cease and terminate and be of no further force or effect.

4. **Expenses of Easement.** The parties agree that the Drainage System has been installed, fully constructed, and is in operating condition. All costs and expenses related to the installation and construction, as well as repairs, maintenance, replacement or reconstruction, as well as any other costs incurred as a result of the obligations under this Agreement, including without limitation any crop damage resulting from or relating to such activities, or damage resulting from or related to a malfunction of the Drainage System (collectively, "**Easement Work**"), shall be paid by the Grantee. Following any Easement Work, all of the land affected by such Easement Work shall, at the cost of Grantee, be returned to the same condition as it was prior to the Easement Work, including restoration of compaction.

5. **Binding Effect.** This Agreement shall be a covenant running with the land and binding upon the parties hereto, their respective heirs, tenants, invitees, executors, administrators, successors and assigns.

6. **Construction Notification.** Prior to commencing any Easement Work, Grantee shall provide Grantors with notice (except for emergencies) of such proposed work. Grantee will perform the Easement Work specified in such notice in a timely and efficient manner that minimizes: (i) the impact on Grantor's land, and (ii) inconvenience to Grantor, and shall after completion of said Easement Work, immediately return all portions of the lands affected by such Easement Work to the same condition as existed prior to such Easement Work.

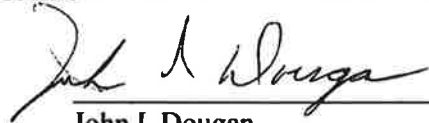
7. **Liens and Encumbrances.** Grantee shall keep Parcel A free of all liens and encumbrances, including mechanic's liens, arising out of Grantee's interest in or activities on such land, and shall defend, indemnify and hold Grantor harmless from the same.

8. **Easement Limitation.** The Easement granted herein is limited to the real property specified herein, and no other property may be added to the Drainage System or this Agreement without the prior written consent of the owners of Parcel A.

9. **General Provisions.** This Agreement: (i) may be amended only by a written amendment signed by all parties; (ii) shall be construed in accordance with and governed by the laws of the State of Minnesota; and (iii) may be executed in two original counterparts, each of which shall be deemed an original of this instrument. The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this Agreement. Time is of the essence in this Agreement. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any other breach.

Signatures on following page

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.



John I. Dougan



Marie N. Dougan

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 18 day of April, 2016, by John I. Dougan and Marie N. Dougan, husband and wife.


Notary Public

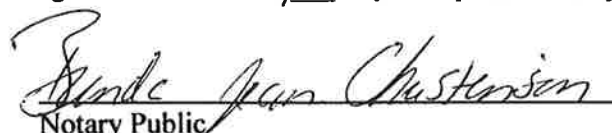




Danica A. Schmidt

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by Danica A. Schmidt.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Stinson Leonard Street LLP (JKB)
3 Civic Center Plaza
Suite 400
Mankato, MN 56001
(507)345-1179

Exhibit A

Agreement of Tile Easement

That part of Lot 11, Auditor's Plat #15, Blue Earth County, Minnesota described as follows:

The E 1/2 SW 1/4 of Sec. 35-108-27, excepting therefrom four certain tracts of real estate hereinafter described as EXCEPTION Numbers 1, 2, 3 and 4 described as follows, to-wit: EXCEPTION Number 1: All that portion of the E 1/2 SW 1/4 of said Section 35 which lies Southerly and Westerly of the LeSueur River; otherwise described as Lot 15 of said Auditor's Plat No. 15 of said Section 35. EXCEPTION number 2: Commencing at a found iron pipe monument which point is 886.6 feet East and 552 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 35, Township 108 North, Range 27 West; thence South 79 degrees 00 minutes 00 seconds West, 534.00 feet to a found iron pipe monument; thence South 11 degrees 00 minutes 00 seconds East, 304.00 feet to the North Bank of the LeSueur River; thence South 87 degrees 55 minutes 00 seconds East, along said North Bank of the LeSueur River, 249.00 feet; thence North 71 degrees 00 minutes 00 seconds East, 449.00 feet to the point of beginning; thence South 71 degrees 00 minutes 00 seconds West, back along the previously described course, 449.00 feet; thence North 87 degrees 55 minutes 00 seconds West, 249.00 feet; thence North 11 degrees 00 minutes 00 seconds West, 304.00 feet; thence North 79 degrees 00 minutes 00 seconds East, 203.00 feet; thence North 67 degrees 30 minutes 00 seconds East, 260.00 feet; thence North 83 degrees 00 minutes 00 seconds East, 194.91 feet to a point on the westerly line of Lot No. 2., Block No. One, Van Guilder Subdivision, according to the plat thereof on file and of record with the Blue Earth County Recorder; thence South 05 degrees 53 minutes 57 seconds East, along said westerly line, 120.91 feet; thence South 28 degrees 53 minutes 57 seconds East, along said westerly line, 65.00 feet; thence South 57 degrees 53 minutes 57 seconds East, along said westerly line, 35.23 feet to the point of intersection with a line which bears North 11 degrees 00 minutes 00 seconds West from the point of beginning; thence South 11 degrees 00 minutes 00 seconds East, 129.76 feet to the point of beginning. Said parcel contains 5.42 acres, subject to an easement for Ivywood Lane purposes over and across the northeasterly boundary; ALSO subject to any other easements of record. EXCEPTION Number 3: That certain tract or parcel of land lying within the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North Range 27 West circumscribed as follows, to-wit: Commencing at the Northeast corner of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North, Range 27 West, thence running South along the East line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, a distance of 396 feet, thence running West a distance of 110 feet, thence running North a distance of 396 feet to the North line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, thence running East along the said North line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, a distance of 110 feet to the place of beginning, EXCEPTING all of Lot 16 of Auditor's Plat #15, and EXCEPTING all of Lot 5 of Van Guilder Subdivision, Blue Earth County, Minnesota. EXCEPTION Number 4: That certain tract or parcel of land lying within the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North, Range 27 West, circumscribed as follows, to-wit: Commencing at the Northeast corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North, Range 27 West, thence running West along the North line of the said Southwest Quarter (SW 1/4) a distance of 300 feet, thence deflecting to the Left 15° for 65 feet, thence Left 34° for 55 feet, thence Left 36° for 75 feet, thence Left 25° for 170 feet, thence Right 4° for 100 feet, thence right 6° for 100 feet, thence Right 3° for 125 feet, thence Left 23° for 65 feet, thence Left 29° for 63 feet, thence Left 10° for 100 feet, thence Right 6° for 100 feet, thence Right 8° for 56.7 feet to the East line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, thence North along the said East line of said Southwest Quarter (SW 1/4) of said Section 35-108-27 a distance of 830 feet to the place of beginning, more or less, excepting therefrom the following described tract: That certain tract or parcel of land lying within the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North, Range 27 West, circumscribed as follows, to wit: Commencing at the Northeast corner of the Southwest Quarter (SW 1/4) of Section 35, Township 108 North, Range 27 West, thence running South along the East line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, a distance of 396 feet, thence running West a distance of 110 feet, thence running North a distance of 396 feet to the North line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, thence running East along the said North line of the said Southwest Quarter (SW 1/4) of said Section 35-108-27, a distance of 110 feet to the place of beginning.

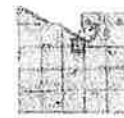
Exhibit B

Agreement of Tile Easement

Lot 9, Block 1, Copper Mountain Heights, Blue Earth County, MN



Overview



Legend

- ☒ Cultural Line
- ☒ Call other values
- ☒ Corp Line
- ☒ Geo Twp Line
- ☒ Lot Line
- ☒ Mon Linear
- ☒ Parcel Line
- ☒ Plat Tap Line
- ☒ Railroad ROW
- ☒ Road ROW
- ☒ Section Line
- ☒ Sub Line 100
- ☒ Sub Line 400
- ☒ Water Line
- ☐ Parcel Lines
- ☐ City Limits
- ☐ Section
- ☐ Township Names
- ☐ Township and Range
- ☐ Parcel Poly
- ☐ MN County

Parcel ID R430835303003

Sec/Twp/Rng n/s

Property Address 180 COPPER MOUNTAIN CT
MANKATO

Alternate ID n/a

Class 1A-Residential/Homestead

Acreage 2.06

Owner Address SCHMIST DANICA

180 COPPER MOUNTAIN CT
MANKATO MN 56001

District MANKATO TWP SCH 0077

Brief Tax Description COPPER MOUNTAIN HEIGHTS 00900100002060A
(Note: Not to be used in legal documents)

Date created 4/10/2018



Developed by
The Schneider Corporation

611CR478

CERTIFIED, FILED AND/OR RECORDED ON
04/22/2024 10:08 AM
BLUE EARTH COUNTY, MN
MICHAEL STALBERGER COUNTY RECORDER
PROPERTY AND ENVIRONMENTAL
RESOURCES DIRECTOR
REC FEE: 46.00 EXEMPT: N/A
MRT PD: EXEMPT: N/A
DT PD: EXEMPT: N/A
DELINQ TX: N/A /TRANS ENTER: N/A
eCREV/CREV: N/A
eWELL/WELL CERT: N/A
SPLIT-CURRENT TX PD: N/A
PAGES: 7
ELECTRONICALLY RECORDED

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

)

ss.

Authenticating Certificate

I, the undersigned, being the duly qualified on behalf of the City of Mankato, certify that the attached Resolution of the Mankato Township Board granting a Conditional Use Permit to allow a change of residential dwelling location, is a true copy of the original, of which is on file at the City of Mankato.

This document was drafted by Renae Kopischke, City Clerk for the City of Mankato.



Dated this 22nd day of April 2024.

Renae Kopischke

Renae Kopischke, MMC
City Clerk
City of Mankato

A RESOLUTION OF THE TOWNSHIP BOARD
GRANTING A CONDITIONAL USE PERMIT UNDER
THE MANKATO TOWNSHIP ZONING ORDINANCE

WHEREAS, the owner of the following described real estate located in Mankato, Minnesota, to-wit:

See Attachment A

James and Beth Zarn have applied for a conditional use permit to allow a change of residential dwelling location within the current ¼ ¼ section in the conservation zoning district.

WHEREAS, the Planning Commission of Mankato Township has completed a review of the application and made a report pertaining to said request (CYM04-24), a copy of which has been presented to the Township Board; and

WHEREAS, the Planning Commission of the Township, on the 17th day of April, 2024, following proper notice, held a public hearing regarding the request, and following said public hearing, adopted a recommendation that the request for a conditional use permit be approved with conditions; and

WHEREAS, the minutes of such public hearing and recommendation of the Commission have been presented to the Township Board; and

WHEREAS, based upon the Planning Agency report, minutes and recommendation, the Township Board hereby finds that:

1. The proposed use conforms with the Township Land Use Plan. Single family dwellings are considered conditional uses in the Conservation District, and there is currently a single family dwelling under the ownership of the applicant. The applicant is requesting to change the location of said single family dwelling within the 1/4 1/4 section, and will not be adding any additional residential development.
2. The applicant has demonstrated the need for the proposed use. The applicant wishes to continue the current residential use at a different location within the same 1/4 1/4 section.
3. The proposed use will not degrade the water quality of the Township. The applicant will be required to conform to all underlying Blue Earth County, DNR and other applicable agency requirements to assure the water quality will not be degraded.
4. The proposed use will not adversely increase the quantity of water runoff. There are no known adverse impacts from water runoff.
5. The soil conditions are adequate to accommodate the proposed use as the applicant has been requested to collaborate with outside agencies, such as Blue Earth county and the Minnesota Department of Natural Resources. Additionally, while the Township has not adopted the Minnesota Building Code, all construction is required to conform to the subject standards and construction on soil able to accommodate the subject structure will be necessary.
6. The proposed use does not create a potential pollution hazard. There are known pollution hazards with the proposal.

7. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided. A condition is included with the recommendations, which will provide approval for an access easement, inspection and approval from Blue Earth County, as well as a permit that will need approval from the Department of Natural resources if the OHWL is at a designated value.
8. That adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. The applicant submitted a three-car garage floor plan that will meet the minimum requirement listed in Section 0100.1301 Parking and Loading Regulations.
9. The proposed conditional use permit is not proposed to increase traffic congestion or traffic hazards. There is currently a single family residential use, and that will be consistent with the proposed use.
10. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The proposed use will be the same as the current use, only in a slightly different location.
11. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for predominant uses in the area.
12. Adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. The proposed measures will be similar to the current use as a single family dwelling.
13. The density of proposed residential development is not greater than the density of the surrounding neighborhood or not greater than the density indicated by the applicable Zoning district. The density will not increase; the current dwelling development right will be shifted, and the final outcome will be the same density as currently exists.
14. Site-specific conditions and such other conditions are established as required for the protection of the public's health, safety, morals, and general welfare have been established are included herein.

NOW, THEREFORE, BE IT RESOLVED by the Mankato Township Board that the conditional use permit to allow a shift in location of the current single family dwelling within the current $\frac{1}{4}$ $\frac{1}{4}$ section, is approved with the following conditions:

1. A construction permit from Mankato Township shall be in place prior to the start of the work.
2. An executed access easement shall be provided at the time of application for a construction permit. A draft copy of the document shall be provided with the submission of the request for a plat.
3. A preliminary and final plat approval and recording shall be in place prior to submission of a construction permit.
4. The existing residential components shall be removed from the current shed house prior to the issuance of a new construction permit for a residential dwelling.

5. The applicant shall schedule an inspection with staff in subject to the shed house to verify that the residential components have been removed prior to the issuance of a construction permit for a new residential structure.
6. The applicant shall obtain a demolition permit prior to the demolition of the residential dwelling components in the current agricultural building.
7. Septic design plans from a licensed septic contractor and well construction plans from a licensed well driller will need to be submitted prior to the issuance of a construction permit. A septic permit shall be obtained from Blue Earth County for the installation prior to construction permit issuance.
8. Prior to the issuance of a construction permit, the applicant shall provide written verification from Blue Earth County that demonstrates that the existing wells on the site have been appropriately capped/abandoned and addressed in conformance with the applicable codes.
9. The applicant shall comply with the flood plain standards and prior to any work taking place below the Ordinary High Water Level (OHWL) of the Le Sueur River will require a Public Waters Work Permit from the Department of Natural Resources (DNR) shall be in place, in accordance with the applicable DNR and Blue Earth County standards.
10. The applicant shall provide the staff with the OHWL and the proposed elevations for the structure at the time of request for a construction permit.
11. If the applicant installs exterior lighting, it shall conform to the Mankato Township Zoning Ordinance.

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This resolution shall become effective immediately upon its passage and without publication.

Passed this 17 day of April 2024.

David C. Rothwell
Township Board Chair

Attest: Dan Logg

Attachment A

Legal Description for Conditional Use Permit request – 19519 Ivywood Lane

Lot 11,17, and Lot 16, Auditor's Plat Number 15, Section 35, Township 108 North, Range 27
West, Blue Earth County, MN.