



**SITE PLAN AND TRAFFIC ADVISORY REVIEW COMMITTEE
Internal Staff Meeting**

Minnesota Valley Room, First Floor, Intergovernmental Center

1. **SITE PLAN ITEMS**

1.

CY17-25

Request of Trellis, with permission of the property owner, for a Land Use Plan amendment to change the guided land use from Heavy Industrial to Office Residential. The subject properties are described as part of Block 17, Oakwood Addition, City of Mankato (Blue Earth County PIDs R010813253001, R010813253002, R010813253010, etal, 750 Linder).

2.

CYL18-25

Request of Minnesota Paving and Materials for the review of Registered Land Survey No. 178. The subject property is described as the West 957 feet of the South 1365 1/2 feet of the SE 1/4 of Sec. 30-109-26 West and all that part of the N 1/2 of NW 1/4 Sec. 31 and the S 1/2 of SW14 Sec. 30 which lies northeast of a straight line drawn from the southeast corner of the NE 1/4 of the NW 1/4 of Sec. 31 to the northwest corner of the SW 1/4 of the SW 1/4 of Sec. 30, being a triangular piece of land containing 80 acres; The West 16.92 acres of the North 24 acres of the NW 1/4 NE 1/4 of Sec. 31; The west 1 1/2 acres of the south 2 acres of the north 50 acres of the N 1/2 of NE 1/4 of said Sec. 31 and the following triangular piece or parcel of land: Beginning at the southeast corner of the N 1/2 of the NW 1/4 of said Sec. 31, thence running west 175 feet, thence running north 171.7 feet, thence running south 44° and 25 minutes East 244.8 feet to the place of beginning, all of the above parcels of land lying and being in Township 109 Range 26; EXCEPT a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the NE 1/4 Sec. 31-109-26 West, more particularly described as follows: Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Sec. 31-109-26 West, said iron being approximately 1087 feet West of the northeast corner of said Section 31; thence running West a distance of 585 feet, thence South 3°45' West a distance of 792 feet to the place of beginning; thence continuing along the same line a distance of 16.5 feet, thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road, thence North 10°38' East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet, thence West and parallel to the North line of said Section 31, a distance of 488.3 feet to the place of beginning; AND EXCEPT Beginning at a point on the North line of Section 31-T109W R-26W, 1998.8 feet East of the N.W. corner of said section, thence west on said section line 312.8 feet, thence South 3°03' West 195.0 feet, thence South 44°55' East 142.5 feet, thence South 46°00' East 250.0 feet, thence North 56°56' East 213.0 feet, thence North 0°07' West 41.15 feet, thence North 15°43'

East 60.0 feet, thence North 20°52' East 40.0 feet, thence North 32°19' East 38.0 feet, thence North 44° 26' West 258.7 feet to the point of beginning and containing 3.64 acres more or less; AND EXCEPT Plat of a tract of land in the NE 1/4 of the NW 1/4 of Section 31 Twp. 109 N. Range 26 W. Beginning at a point 2179.8 feet East of the NW corner and 184.6 feet South of North line of said Section 31, thence South 44°26 minutes East 520.5 feet, thence South 0 degrees 30 minutes West 414.75 feet, thence North 53 degrees 32 minutes West 61 feet thence North 49 degrees 26 minutes West 100 feet, thence North 47 degrees 14 minutes West 50 feet, thence North 42 degrees West 56 feet, thence North 36 degrees 10 minutes West 45.2 feet, thence South 56 degrees 59 minutes West 165.15 feet, thence North 45 degrees 35 minutes West 458.85 feet, thence North 56 degrees 56 minutes East 327 feet, thence North 0 degrees 7 minutes West 41.15 feet, thence North 15 degrees 43 minutes East 60 feet thence North 20 degrees 52 minutes East 40 feet, thence North 32 degrees 19 minutes East 38 feet to the point of beginning, said tract containing 6.149 acres more or less; AND EXCEPT Tract A of Registered and Survey No. 172. (Blue Earth County PID R400430300006, R400430400015, R400431100013, and R400431200034)

3.

CY19-25

FOR INFORMATION ONLY. Request of the City of Mankato for review of certain sections of Chapter 10 of the City Code pertaining to cannabis.

2.

TRAFFIC ITEMS

1.

No Truck Parking on Chestnut

Meeting Date: 04/08/2025

Title

CY17-25

Request of Trellis, with permission of the property owner, for a Land Use Plan amendment to change the guided land use from Heavy Industrial to Office Residential. The subject properties are described as part of Block 17, Oakwood Addition, City of Mankato (Blue Earth County PIDs R010813253001, R010813253002, R010813253010, etal, 750 Linder).

Applicant

The applicant is Trellis, with permission of the property owner.

Request

The applicant is requesting a Land Use Plan amendment to change the guided land use from Heavy Industrial to Office Residential.

Location

The subject properties are described as part of Block 17, Oakwood Addition, City of Mankato (Blue Earth County PIDs R010813253001, R010813253002, R010813253010, etal, 750 Linder).

Existing Land Use

The existing use is a vacant lot.

Zoning

The property is currently zoned M-1, Light Industrial.

Environmentally Sensitive Areas

There are no known environmentally sensitive areas.

Public Utilities

The site will be provided by city utilities.

Review

Trellis, with the consent of property owners, has submitted a Land Use Plan amendment request to reclassify the designated land use from Light Industrial to Office Residential (OR). The properties in question are owned by the City of Mankato.

The proposed amendment seeks to change the land use designation from Heavy Industrial to Office Residential, facilitating the development of a supportive housing project. This change aligns with the Sibley Redevelopment Plan, which was initially considered in 2007.

To engage the community, the applicants hosted a neighborhood meeting on February 19, 2025, to discuss the project's status with neighboring property owners. Notices were mailed on February 10, 2025. One property owner attended the meeting, while another inquired via email, raising questions regarding the building's construction and operational aspects.

The applicant intends to develop a 40-unit supportive housing complex within a three-story apartment building, providing permanent housing for individuals and families experiencing or at risk of homelessness.

In accordance with Mankato's City Charter, on March 24, 2025, the Mankato City Council referred the Land Use Plan amendment request to the Planning Commission for review and consideration. The Commission is responsible for evaluating the proposal and submitting its recommendations to the Council.

A traffic study was submitted with the application which shows the research done for traffic patterns in the area. A traffic force was developed for the year 2028 building conditions. The traffic study shows that, as the results of the year 2028, build capacity analysis indicates that all study intersections and approaches are expected to continue to operate at an acceptable LOS C or better during the typical weekday a.m and p.m peak hours; minimum changes to intersection delays and queues are expected.

Transit is available to the site as there is a city transit stop on Dewey Lane.

Attachments

General Location Map

Aerial Location Map

Site

Current Land Use

Future Concept Plan

Narrative and Neighborhood Meeting

Traffic Study

General Location Map



Date: March 2025

Author:

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Aerial

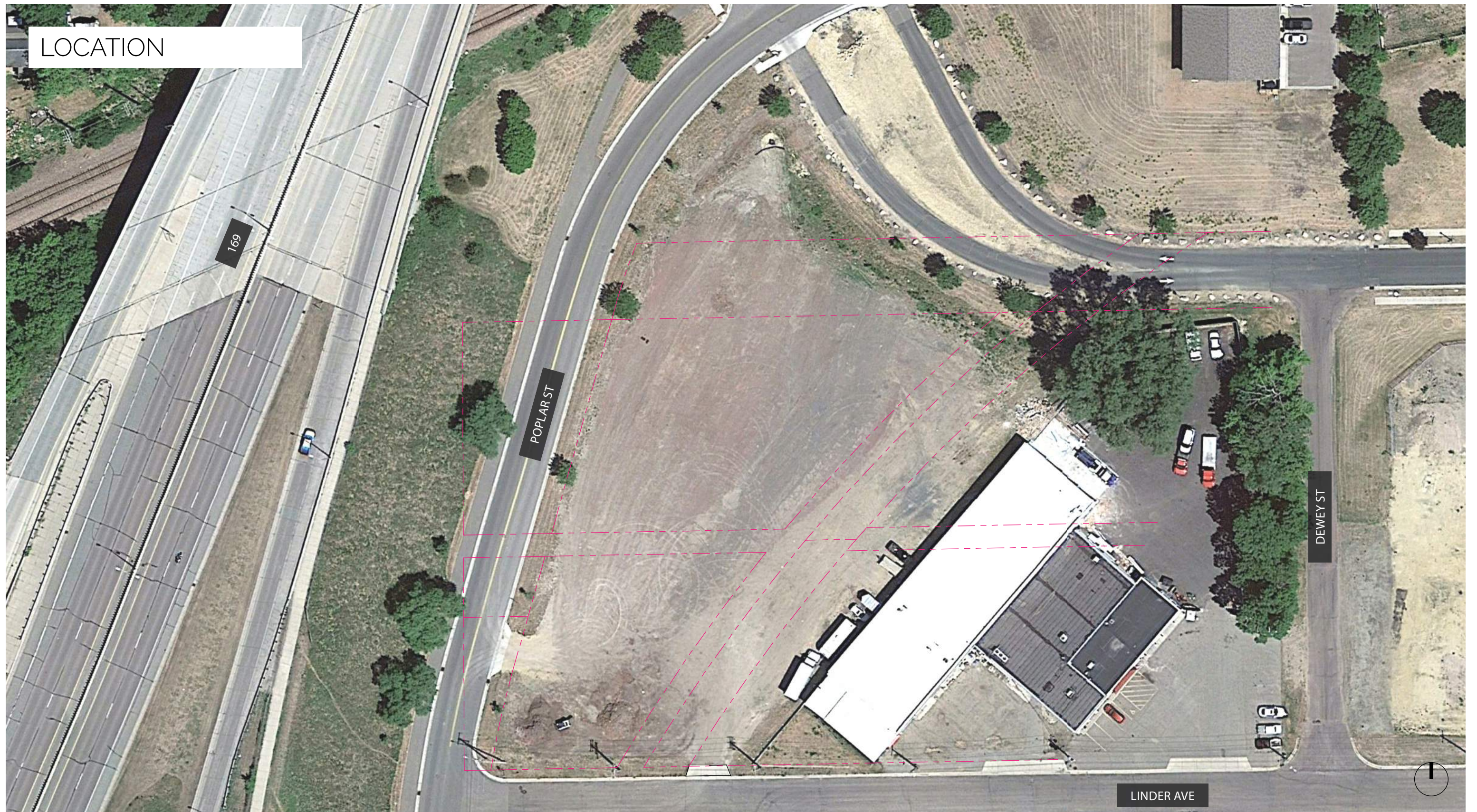


Date: March 2025

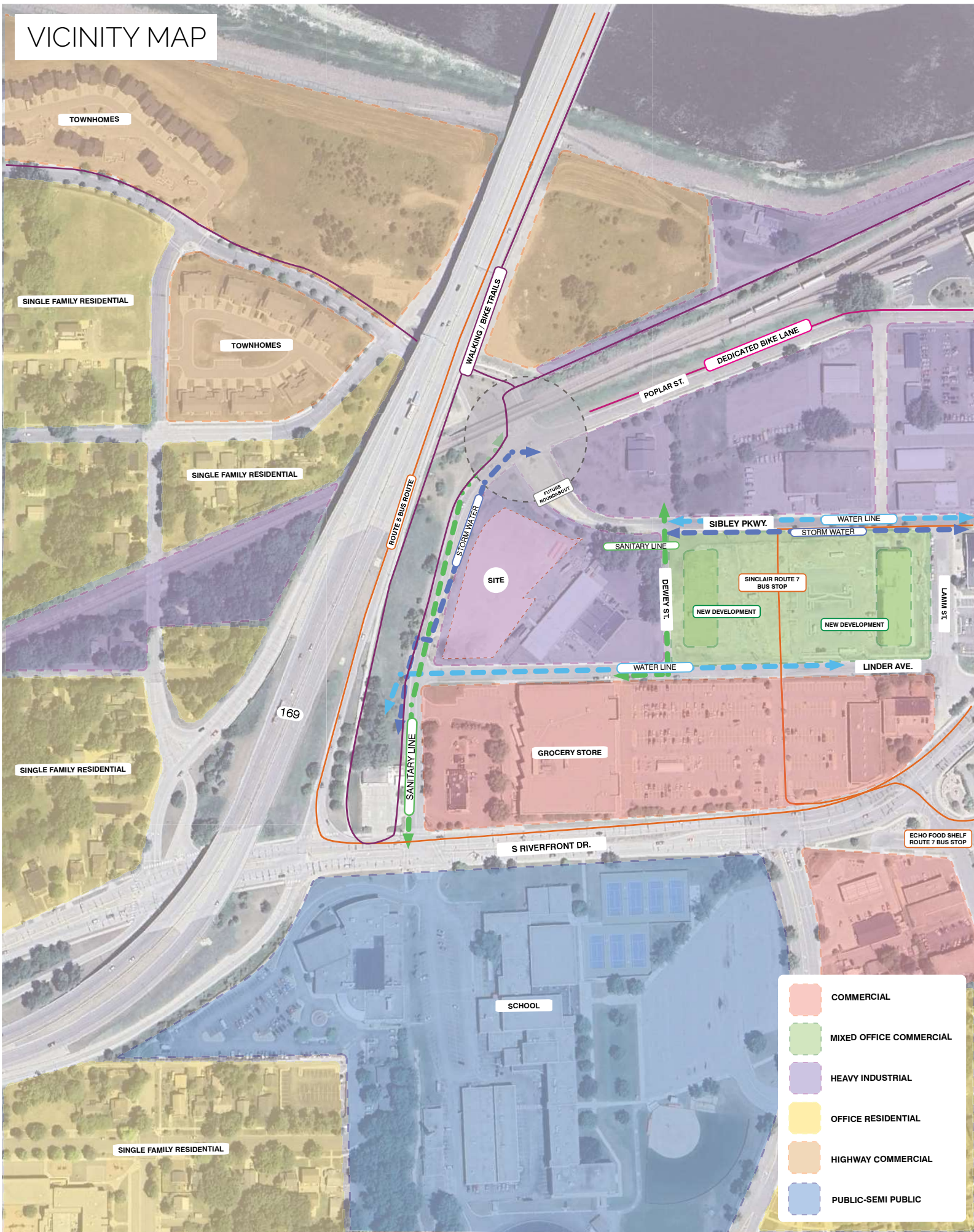
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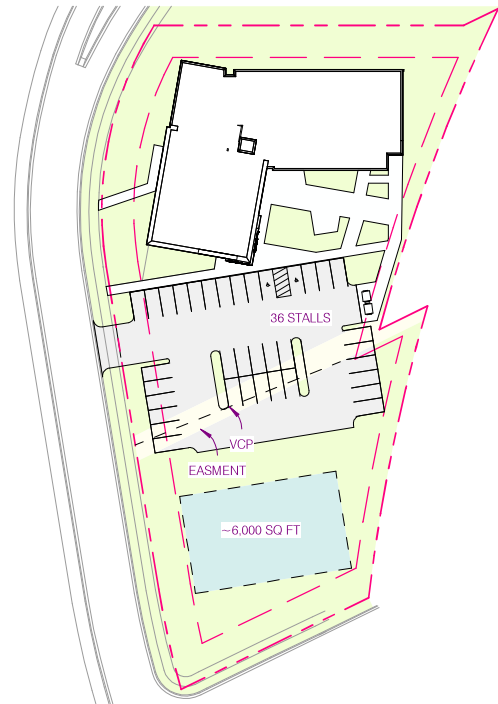
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LOCATION



VICINITY MAP





2 PARKING ALTERNATE B

X200 1" = 60'-0"

Mankato Supportive Housing



The Mankato Supportive Housing project intends to create permanent housing for singles and families who are homeless or at risk of homelessness. The project will consist of 40 supportive housing units in one three-story, wood-frame apartment building. The units are made up of 14 studios, 22 1-bedrooms, and 4 2-bedrooms.

Site improvements will include outdoor common areas, green space, landscaping, and sidewalks. Building amenities will include a community room, office and meeting space for service providers and site managers, and a fitness room.

In 2023, Trellis replied to an RFP that the City of Mankato published for a developer of quality housing for people that have experienced homelessness. Trellis was the selected developer and started working with partners and potential funders for the project since. The project is now fully funded, and the site is under purchase agreement with the City, land which is currently used for snow storage.

The project will seek to improve local homeless response for housing and will provide a housing-first, client-centered approach; space for supportive services that include but are not limited to health, mental health, housing, employment, transportation, navigation; and case management provided by Partners for Housing, along with other community mainstream resources. The project will utilize project-based housing vouchers to subsidize rents.

The proposed land use for the Mankato Supportive Housing site has already been adopted by the Sibley Redevelopment Plan. The current site is zoned as M-1 Light Industrial. The Mankato Supportive Housing project will be a step forward in the reinvestment and redevelopment of the area, with housing on an underutilized, near-downtown, and near-river location. The building will be architecturally beautiful, harmonious with its surroundings, and the site improvements will increase the area's walkability by including site lighting, sidewalks, and landscaping.

Neighborhood Meeting for Housing Proposal

Trellis held a neighborhood meeting on February 19th for nearby property owners to describe the project and where it stands in the entitlement process. Mailings were sent on February 10th to everyone that was included on the City-generated list for those that live within the proper radius. One property owner was in attendance, and one additional property owner e-mailed to learn more about the project. Representatives from Trellis, Trellis Management, the City, Urbanworks Architecture, Partners for Housing, and Urban Design Perspectives were in attendance.

Trellis began the meeting by describing Trellis as an organization, its mission, history, and commitment to Mankato and affordable housing. Trellis recently lead the renovation of the Alma (fka Walnut Towers) and provided that as an example to our investment in the Mankato community. Trellis then summarized the project and referenced the visuals (attached to this narrative) to provide some context for the proposal. Also referenced was the land use amendment process and future meetings when re-zoning and other requests of the City move forward.

Urbanworks Architecture provided more information about design, land use, planning, neighborhood context, nearby utility capacity, and energy efficiency standards that will be followed for the building. Trellis Management presented on its history and dedication to quality property management, and how it is committed to partnering with the local neighborhood and treating all residents with dignity. Trellis Management welcomes neighborhood feedback and reaches out proactively to build relationships. Partners for Housing discussed the benefits of supportive services for residents coming out of homelessness and how this particular development will benefit many of those most in need in the Mankato area.

After the presentations, the property owner asked more questions about the project and the approach to supportive housing. The owner also talked about potential local bidding opportunities for the construction & operations aspect of the building. The meeting then adjourned and the property owner's contact information was collected in order to keep him in the loop with future meetings.

One property owner reached out to Trellis to ask about how access will work to the property, Trellis sent along site plans and renderings to the owner and invited further conversation if desired.

To: Justin Eilers, Vice President - Housing Development
Trellis Co.

From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

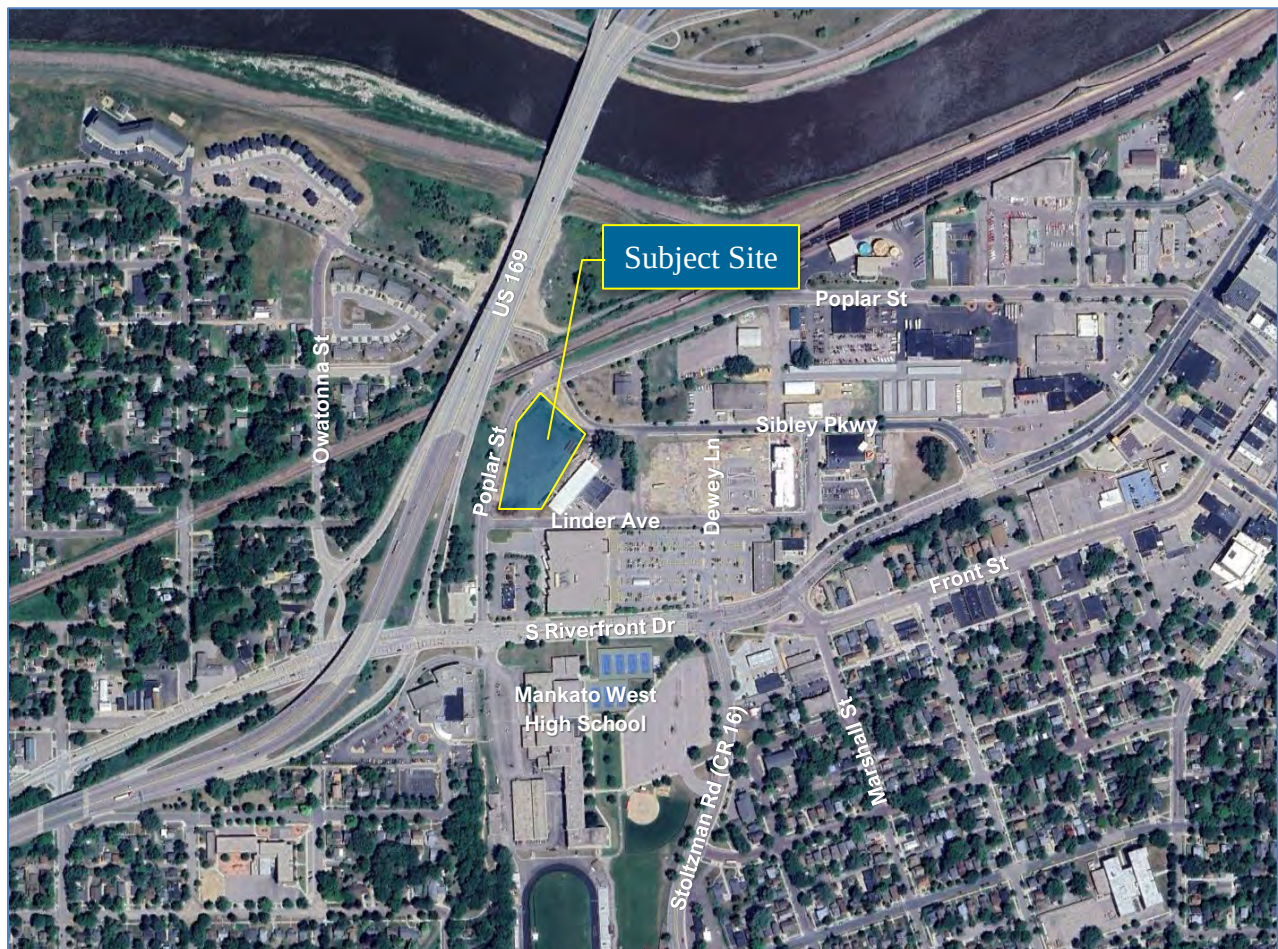
Date: March 6, 2025

Subject: Mankato Supportive Housing Development Traffic Study

INTRODUCTION

TC2 completed a traffic study for the proposed Supportive Housing Development in the City of Mankato. The subject site, shown in [Figure 1](#), is generally bound by Poplar Street to the west, Sibley Parkway to the north, Dewey Lane to the east, and Linder Avenue to the south. The main objectives of the study are to quantify existing traffic operations within the study area, evaluate potential impacts of the proposed development, and recommend improvements, if necessary, to ensure safe and efficient operations for all users. The following study assumptions, methodology, and findings are offered for consideration.

Figure 1 Subject Site



EXISTING CONDITIONS

Existing conditions were reviewed within the study area to establish current traffic conditions to help determine impacts associated with the proposed development. The evaluation of existing conditions included collecting traffic volumes, observing transportation characteristics, reviewing crash history, and analyzing intersection capacity, which are described in the following sections.

Traffic Volumes

Vehicular intersection turning movement and pedestrian / bicyclist counts were collected on Thursday February 13, 2025 from 7 to 9 a.m. and 3 to 6 p.m. at the following locations.

- Poplar Street and Sibley Parkway
- Poplar Street and Linder Avenue
- Riverfront Drive and Poplar Street
- Riverfront Drive and Stoltzman Road / CR 16
- Riverfront Drive and Marshall Street*
- Riverfront Drive and Sibley Parkway

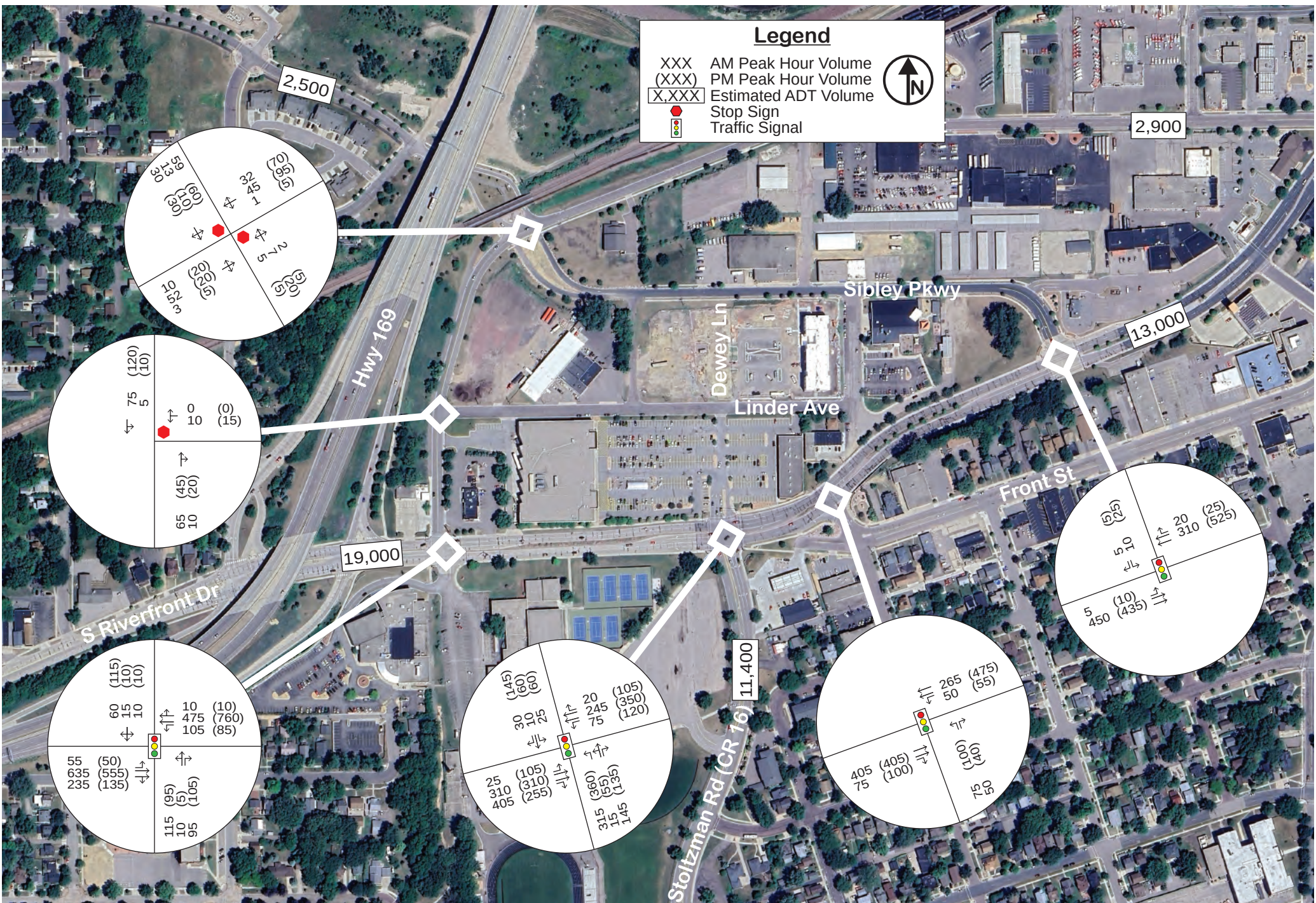
Note that the Marshall Street intersection was estimated based on the adjacent intersection counts and historical traffic data. The a.m. and p.m. peak hours within the study area represent 7:45 to 8:45 a.m. and 3:15 to 4:15 p.m. These time periods coincide with the start / end times associated with the adjacent Mankato West High School which has hours of operation from 8:40 a.m. to 3:35 p.m. Average daily traffic (ADT) volumes were provided by MnDOT or estimated based on the data collected.

Transportation Characteristics

Observations were conducted within the study area to identify various transportation characteristics such as roadway geometry, traffic controls, speed limits, and multimodal facilities. A general overview of key roadways within the study area is as follows:

- **S Riverfront Drive** – a 4-lane divided minor arterial roadway with left- and right-turn lanes at key intersections. There is sidewalk along both sides of the roadway and the speed limit is 30-mph.
- **Stoltzman Road (CR 16)** – a 4-lane undivided minor arterial roadway with left-turn lanes at key intersections. There is sidewalk along the east side of the roadway and the speed limit is 30-mph.
- **Poplar Street** – a 2-lane undivided local roadway with limited turn lanes. There is a multimodal facility (trail or sidewalk) on the west side of the roadway between S Riverfront Drive and Sibley Parkway. East of Sibley Parkway there are on-street bike lanes along both sides of the roadway and a sidewalk on the south side of the roadway. The speed limit is 30-mph.
- **Sibley Parkway** – a 2-lane undivided local roadway with limited turn lanes. There is sidewalk along both sides of the roadway, except a short gap near the proposed development; there is also a multiuse trail to the west of Poplar Street. The speed limit is 30-mph.
- **Linder Avenue** – a 2-lane undivided local roadway with no turn lanes. There is sidewalk along the north side of the roadway between Dewey Lane and Lamm Street. The speed limit is 30-mph.

All other study area roadways are local 2-lane facilities with sidewalk along at least one side of the roadway. The intersections along S Riverfront Drive at Poplar Street, Stoltzman Road (CR 16), Marshall Street, and Sibley Parkway are signalized, while all other study intersections have side-street stop control. Existing geometrics, traffic controls, and volumes within the study area are shown in [Figure 2](#).



Crash History

Five (5) years of crash history were reviewed from 2020 through 2024 using *MnDOT's Crash Mapping Analysis Tool (MnCMAT)*, which identified a total of 50 intersection related crashes within the study area. Most crashes occurred along S Riverfront Drive at Poplar Street (21 crashes), Stolzman Road / CR 16 (23 crashes), Marshall Street (4 crashes), or Sibley Parkway (1 crash); there was one (1) crash that occurred at the Poplar Street / Sibley Parkway intersection. The crash frequency at these intersections is similar to or less than intersections with similar characteristics. In addition, there were no fatal or serious injury crashes reported within the study area. Therefore, there does not appear to be any existing intersection crash issues in the study area. Note that there have been nine (9) crashes at the railroad bridge to the northwest of the Poplar Street / Sibley Parkway intersection.

Intersection Capacity

Intersection capacity was evaluated using Synchro / SimTraffic Software (version 11), which uses methods outlined in the *Highway Capacity Manual, 6th Edition*. The software is used to develop calibrated models that simulate observed traffic operations, account for peaking characteristics, and identify key metrics such as intersection Level of Service (LOS) and queues. These models incorporate collected traffic, pedestrian, and bicyclist volumes, traffic controls, heavy commercial vehicle activity (i.e., buses and trucks), and driver behavior factors. Level of Service (LOS) quantifies how an intersection is operating. Intersections are graded from LOS A to LOS F, which corresponds to the average delay per vehicle values shown. An overall intersection LOS A through LOS D is generally considered acceptable in the study area. LOS A indicates the best traffic operation, while LOS F indicates an intersection where demand exceeds capacity. Existing signal timing was provided by the City and used for the capacity analysis.

Level of Service	Average Delay / Vehicles	
	Stop, Yield, and Roundabout	Signalized Intersections
A	< 10 seconds	< 10 seconds
B	10 to 15 seconds	10 to 20 seconds
C	15 to 25 seconds	20 to 35 seconds
D	25 to 35 seconds	35 to 55 seconds
E	35 to 50 seconds	55 to 80 seconds
F	> 50 seconds	> 80 seconds

For side-street stop-controlled intersections, special emphasis is given to providing an estimate for the level of service of the side-street approach. Traffic operations at an unsignalized intersection with side-street stop control can be described in two ways. First, consideration is given to the overall intersection level of service, which accounts for the total number of vehicles entering the intersection and the capability of the intersection to support the volumes. Second, it is important to consider the delay on the minor approach. Since the mainline does not have to stop, most delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high-levels of delay (i.e., poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

The existing intersection capacity analysis results, summarized in [Table 1](#), indicate that all study intersections and approaches operate at an acceptable LOS C or better during the typical weekday a.m. and p.m. peak hours. Existing queues are generally maintained within the turn lanes provided; queues along Stoltzman Road (CR 16) at S Riverfront Drive can extend approximately 200 to 250 feet during the peak period and occasionally impact the Kwik Trip driveways. However, these queues do not significantly impact operations and quickly dissipate. Thus, there are no significant existing operational issues from an intersection capacity perspective.

Table 1 Existing Intersection Capacity

Study Intersection	Traffic Control	Level of Service (Delay)	
		AM Peak Hour	PM Peak Hour
Poplar Street and Sibley Parkway	SSS	A / A (6)	A / A (7)
Poplar Street and Linder Avenue	SSS	A / A (5)	A / A (5)
Riverfront Drive and Poplar Street	Signal	B (14)	B (12)
Riverfront Drive and Stoltzman Road / CR 16	Signal	B (17)	C (24)
Riverfront Drive and Marshall Street	Signal	A (5)	A (6)
Riverfront Drive and Sibley Parkway	Signal	A (2)	A (3)

SSS – Side-Street-Stop

PROPOSED DEVELOPMENT

The proposed development is generally bound by Poplar Street to the west, Sibley Parkway to the north, Dewey Lane to the east, and Linder Avenue to the south. As proposed, the 1.56 acre project includes a total of 40 multi-family supportive housing units, which includes a combination of studio, one-, and two-bedroom units. The site is currently vacant. For study purposes, the project was assumed to be open for residents in the year 2027.

The existing access along Linder Avenue, which is about 150 feet east of Poplar Street, will provide the only access to the proposed development. The existing access along Poplar Street will be closed as part of the project. A total of 34 parking spaces are proposed, as well as sidewalk along the south, west, and north sides of the property. There are no plans to provide a roundabout at the Poplar Street and Sibley Parkway intersection.



TRAFFIC FORECASTS

Traffic forecasts were developed for year 2028 build conditions, which represents one-year after opening. The traffic forecasts account for general background growth, known adjacent development(s), and trip generation from the proposed development. The following information summarizes the traffic forecast development process.

Background Growth

To account for general background growth in the study area, an annual growth rate of one (1) percent was applied to the existing traffic volumes to develop year 2028 background traffic forecasts. This growth rate is consistent with forecasted growth within the *MAPO 2045 Transportation Plan*. However, it should be noted that historical ADT volumes within the study area have been steady or decreasing over the last 10 years. Therefore, the assumed growth rate provides a relatively conservative estimate for analysis purposes.

Adjacent Developments

Discussion with City staff indicates there are multiple area projects in various planning / development stages. These adjacent projects include the 64-unit Lewis Lofts affordable senior housing development planned to open this spring, as well as approximately 105 townhome / multifamily units planned / under construction to the northwest of the Poplar Street and Sibley Parkway intersection. To account for these adjacent developments, trip generation estimates were developed, and their respective trips were distributed to the adjacent roadway network in a similar pattern as the proposed development. A summary of the adjacent development trip generation is included in [Table 2](#).

Development Trip Generation

Trip generation estimates for the proposed and adjacent developments were created using the *ITE Trip Generation Manual, 11th Edition* and includes trips for typical weekday a.m. and p.m. peak hours, as well as daily. The proposed development, shown in [Table 2](#), is estimated to generate 25 a.m. peak hour (7 in / 18 out), 27 p.m. peak hour (16 in / 11 out), and 290 daily (145 in / 145 out) trips. The adjacent developments are estimated to generate a total of 63 a.m. peak hour (17 in / 46 out), 76 p.m. peak hour (44 in / 32 out), and 960 daily (480 in / 480 out) trips. No modal reductions were applied to provide a more conservative estimate.

Table 2 Trip Generation Summary

Land Use Type (ITE Code)	Size	AM Peak Hour		PM Peak Hour		Daily
		In	Out	In	Out	
<u>Adjacent Developments</u>						
Lewis Lofts (252)	64 units	4	9	9	7	210
NW Area Developments (215)	105 units	13	37	35	25	750
Total Adjacent Development Trips		17	46	44	32	960
<u>Proposed Development</u>						
Affordable Housing (223)	40 units	7	18	16	11	290

Site generated trips for the proposed and adjacent developments were distributed throughout the study area using the directional distribution shown in [Figure 3](#), which is based on a combination of existing area travel patterns and engineering judgment. [Figure 3](#) also shows the proposed and adjacent development site trips at the study intersections. The resultant year 2028 build condition traffic forecasts are illustrated in [Figure 4](#).

YEAR 2028 CONDITIONS

To understand impacts associated with the proposed and adjacent developments, a future intersection capacity analysis was completed for year 2028 build conditions. Results of the year 2028 build capacity analysis shown in [Table 3](#) indicate that all study intersections and approaches are expected to continue to operate at an acceptable LOS C or better during the typical weekday a.m. and p.m. peak hours. Minimal change to intersection delays and queues are expected, which is a result of the relatively low trip generation of the developments, as well as the robust transportation network that provides multiple options for motorists to access the sites. Thus, no operational issues are expected as a result of the area developments from an intersection capacity perspective.

Table 3 Year 2028 Build Intersection Capacity

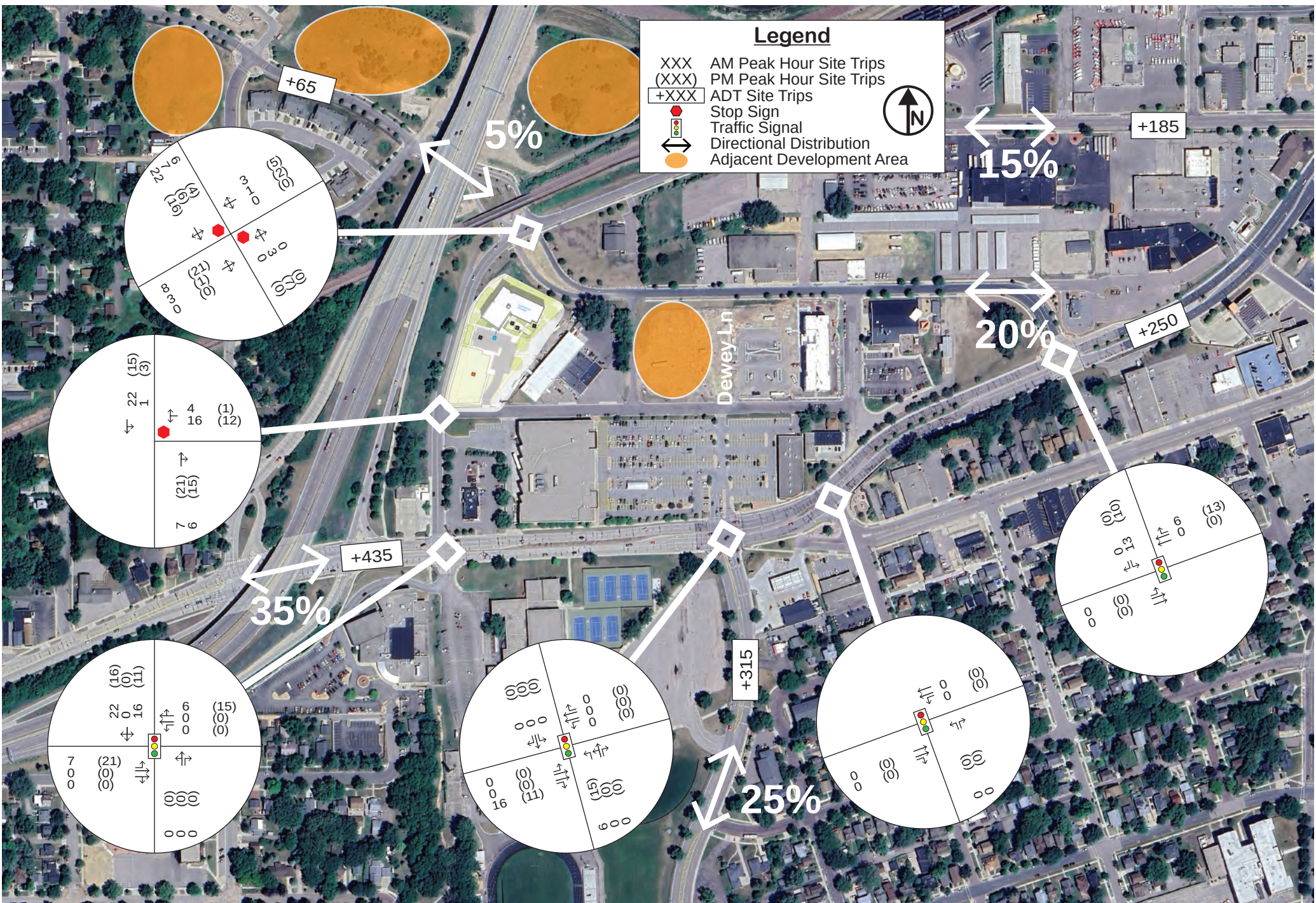
Study Intersection	Traffic Control	Level of Service (Delay)	
		AM Peak Hour	PM Peak Hour
Poplar Street and Sibley Parkway	SSS	A / A (6)	A / A (8)
Poplar Street and Linder Avenue	SSS	A / A (5)	A / A (6)
Riverfront Drive and Poplar Street	Signal	B (15)	B (12)
Riverfront Drive and Stoltzman Road / CR 16	Signal	B (18)	C (24)
Riverfront Drive and Marshall Street	Signal	A (6)	A (6)
Riverfront Drive and Sibley Parkway	Signal	A (3)	A (4)

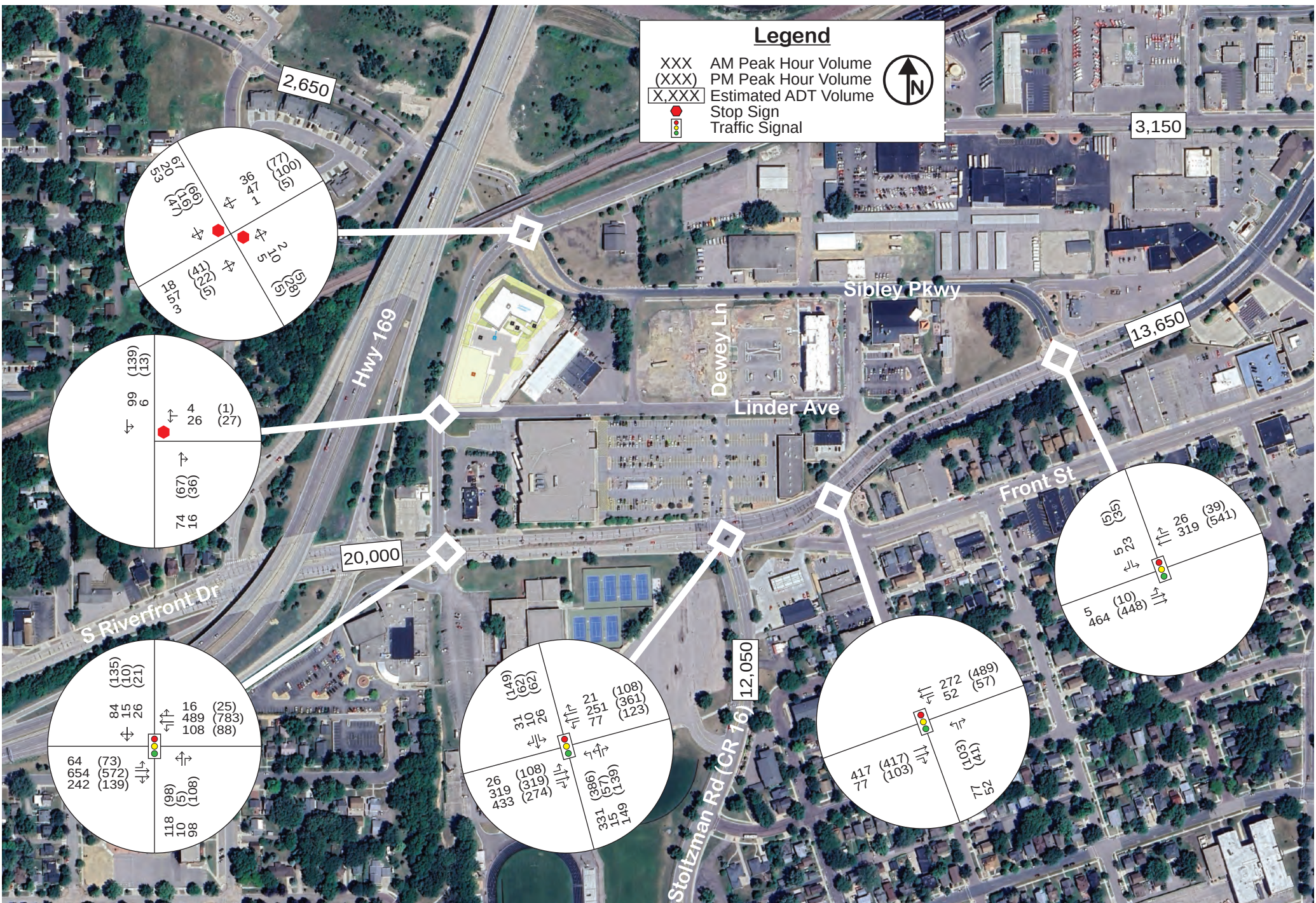
SSS – Side-Street-Stop

SITE PLAN CONSIDERATIONS

A review of the proposed site plan does not indicate any major issues. However, the following items are offered for further consideration between the City and / or project team.

- Locate signage and landscaping to avoid creating any sight distance issues.
- Review truck maneuverability to limit potential internal circulation conflicts; a second access may be needed to support internal truck maneuverability, such as an access to Poplar Street.
- Install appropriate internal traffic controls (i.e., stop signs, etc.) per coordination with City staff.





CONCLUSIONS

Based on the findings of the study, the following conclusions are offered for consideration.

- 1) There are no existing intersection crash frequency or severity issues within the study area.
- 2) All study intersections and approaches operate at an acceptable LOS C or better during the typical weekday a.m. and p.m. peak hours; there are no significant existing operational issues from an intersection capacity perspective.
- 3) The project includes a total of 40 multi-family supportive housing units, which includes a combination of studio, one-, and two-bedroom units.
 - a. Adjacent projects accounted for in this study include the 64-unit Lewis Lofts affordable senior housing development planned to open this spring, as well as approximately 105 townhome / multifamily units planned / under construction to the northwest of the Poplar Street and Sibley Parkway intersection.
- 4) Traffic forecasts were developed for year 2028 build conditions, which includes a one (1) percent annual background growth rate and trip generation from the proposed and adjacent developments.
 - a. The proposed development is estimated to generate 25 a.m. peak hour (7 in / 18 out), 27 p.m. peak hour (16 in / 11 out), and 290 daily (145 in / 145 out) trips.
 - b. The adjacent developments are estimated to generate a total of 63 a.m. peak hour (17 in / 46 out), 76 p.m. peak hour (44 in / 32 out), and 960 daily (480 in / 480 out) trips
- 5) Results of the year 2028 build capacity analysis indicate that all study intersections and approaches are expected to continue to operate at an acceptable LOS C or better during the typical weekday a.m. and p.m. peak hours; minimal change to intersection delays and queues are expected.
 - a. No operational issues are expected because of the area developments from an intersection capacity perspective.
- 6) The following site plan related items are offered for further consideration.
 - a. Locate signage and landscaping to avoid creating any sight distance issues.
 - b. Review truck maneuverability to limit potential internal circulation conflicts; a second access may be needed to support internal truck maneuverability, such as an access to Poplar Street.
 - c. Install appropriate internal traffic controls (i.e., stop signs, etc.) per coordination with City staff.

Meeting Date: 04/08/2025

Title

CYL18-25

Request of Minnesota Paving and Materials for the review of Registered Land Survey No. 178. The subject property is described as the West 957 feet of the South 1365 1/2 feet of the SE 1/4 of Sec. 30-109-26 West and all that part of the N 1/2 of NW 1/4 Sec. 31 and the S 1/2 of SW14 Sec. 30 which lies northeast of a straight line drawn from the southeast corner of the NE 1/4 of the NW 1/4 of Sec. 31 to the northwest corner of the SW 1/4 of the SW 1/4 of Sec. 30, being a triangular piece of land containing 80 acres; The West 16.92 acres of the North 24 acres of the NW 1/4 NE 1/4 of Sec. 31; The west 1 1/2 acres of the south 2 acres of the north 50 acres of the N 1/2 of NE 1/4 of said Sec. 31 and the following triangular piece or parcel of land: Beginning at the southeast corner of the N 1/2 of the NW 1/4 of said Sec. 31, thence running west 175 feet, thence running north 171.7 feet, thence running south 44° and 25 minutes East 244.8 feet to the place of beginning, all of the above parcels of land lying and being in Township 109 Range 26; EXCEPT a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the NE 1/4 Sec. 31-109-26 West, more particularly described as follows: Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Sec. 31-109-26 West, said iron being approximately 1087 feet West of the northeast corner of said Section 31; thence running West a distance of 585 feet, thence South 3°45' West a distance of 792 feet to the place of beginning; thence continuing along the same line a distance of 16.5 feet, thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road, thence North 10°38' East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet, thence West and parallel to the North line of said Section 31, a distance of 488.3 feet to the place of beginning; AND EXCEPT Beginning at a point on the North line of Section 31-T109W R-26W, 1998.8 feet East of the N.W. corner of said section, thence west on said section line 312.8 feet, thence South 3°03' West 195.0 feet, thence South 44°55' East 142.5 feet, thence South 46°00' East 250.0 feet, thence North 56°56' East 213.0 feet, thence North 0°07' West 41.15 feet, thence North 15°43' East 60.0 feet, thence North 20°52' East 40.0 feet, thence North 32°19' East 38.0 feet, thence North 44° 26' West 258.7 feet to the point of beginning and containing 3.64 acres more or less; AND EXCEPT Plat of a tract of land in the NE 1/4 of the NW 1/4 of Section 31 Twp. 109 N. Range 26 W. Beginning at a point 2179.8 feet East of the NW corner and 184.6 feet South of North line of said Section 31, thence South 44°26 minutes East 520.5 feet, thence South 0 degrees 30 minutes West 414.75 feet, thence North 53 degrees 32 minutes West 61 feet thence North 49 degrees 26 minutes West 100 feet, thence North 47 degrees 14 minutes West 50 feet, thence North 42 degrees West 56 feet, thence North 36 degrees 10 minutes West 45.2 feet, thence South 56 degrees 59 minutes West 165.15 feet, thence North 45 degrees 35 minutes West 458.85 feet, thence North 56 degrees 56 minutes East 327 feet, thence North 0 degrees 7 minutes West 41.15 feet, thence North 15 degrees 43 minutes East 60 feet thence North 20 degrees 52 minutes East 40 feet, thence North 32 degrees 19 minutes East 38 feet to the point of beginning, said tract containing 6.149 acres more or less; AND EXCEPT Tract A of Registered and Survey No. 172. (Blue Earth County PID R400430300006, R400430400015, R400431100013, and R400431200034

Applicant

The applicant, Minnesota Paving and Materials, owner of the property.

Request

Minnesota Paving and Materials has requested the review of Registered Land Survey No. 178. The proposal reconfigures parcels owned by the property owner into five new tracts of land. Tract 1 is 106.00 acres and contains wetlands on the western portion of the property. Tract 2 is 6.48 acres; Tract 3 is 0.07 acres and will be dedicated to Blue Earth County; Tract 4 is 0.17 acre and will be sold to the Northern adjacent property owner; Tract 5 is 0.21 acres and will be sold to the Southern adjacent property owner.

Location

The subject property is located near the SMC compost site near the cemetery and Stoffel Quarry within Lime Township. It is described as the West 957 feet of the South 1365 1/2 feet of the SE 1/4 of Sec. 30-109-26 West and all that part of the N 1/2 of NW 1/4 Sec. 31 and the S 1/2 of SW 1/4 Sec. 30 which lies northeast of a straight line drawn from the southeast corner of the NE 1/4 of the NW 1/4 of Sec. 31 to the northwest corner of the SW 1/4 of the SW 1/4 of Sec. 30, being a triangular piece of land containing 80 acres; The West 16.92 acres of the North 24 acres of the NW 1/4 NE 1/4 of Sec. 31; The west 1 1/2 acres of the south 2 acres of the north 50 acres of the N 1/2 of NE 1/4 of said Sec. 31 and the following triangular piece or parcel of land: Beginning at the southeast corner of the N 1/2 of the NW 1/4 of said Sec. 31, thence running west 175 feet, thence running north 171.7 feet, thence running south 44° and 25 minutes East 244.8 feet to the place of beginning, all of the above parcels of land lying and being in Township 109 Range 26; EXCEPT a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the NE 1/4 Sec. 31-109-26 West, more particularly described as follows: Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Sec. 31-109-26 West, said iron being approximately 1087 feet West of the northeast corner of said Section 31; thence running West a distance of 585 feet, thence South 3°45' West a distance of 792 feet to the place of beginning; thence continuing along the same line a distance of 16.5 feet, thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road, thence North 10°38' East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet, thence West and parallel to the North line of said Section 31, a distance of 488.3 feet to the place of beginning; AND EXCEPT Beginning at a point on the North line of Section 31-T109W R-26W, 1998.8 feet East of the N.W. corner of said section, thence west on said section line 312.8 feet, thence South 3°03' West 195.0 feet, thence South 44°05' East 142.5 feet, thence South 46°00' East 250.0 feet, thence North 56°56' East 213.0 feet, thence North 0°07' West 41.15 feet, thence North 15°43' East 60.0 feet, thence North 20°52' East 40.0 feet, thence North 32°19' East 38.0 feet, thence North 44° 26' West 258.7 feet to the point of beginning and containing 3.64 acres more or less; AND EXCEPT Plat of a tract of land in the NE 1/4 of the NW 1/4 of Section 31 Twp. 109 N. Range 26 W. Beginning at a point 2179.8 feet East of the NW corner and 184.6 feet South of North line of said Section 31, thence South 44°26 minutes East 520.5 feet, thence South 0 degrees 30 minutes West 414.75 feet, thence North 53 degrees 32 minutes West 61 feet thence North 49 degrees 26 minutes West 100 feet, thence North 47 degrees 14 minutes West 50 feet, thence North 42 degrees West 56 feet, thence North 36 degrees 10 minutes West 45.2 feet, thence South 56 degrees 59 minutes West 165.15 feet, thence North 45 degrees 35 minutes West 458.85 feet, thence North 56 degrees 56 minutes East 327 feet, thence North 0 degrees 7 minutes West 41.15 feet, thence North 15 degrees 43 minutes East 60 feet thence North 20 degrees 52 minutes East 40 feet, thence North 32 degrees 19 minutes East 38 feet to the point of beginning, said tract containing 6.149 acres more or less; AND EXCEPT Tract A of Registered and Survey No. 172. (Blue Earth County PID R400430300006, R400430400015, R400431100013, and R400431200034)

Existing Land Use

The land consists of 4 parcels located west of Third Avenue. Parcel R400430300006 containing 83.42 acres and R400430400015 containing 3.95 acres are currently used for mining purposes. The 2.29-acre parcel, R400431100013, is an open lot with environmentally sensitive areas.

Lastly, parcel R400431200034 contains 3 separate areas that consist of 23 acres. The two sections located north of 231st Lane are currently used for a land fill facility and the southern portion contains an office and environmentally sensitive areas.

Zoning

The northern parcels ending in 0006 and 0015 are zoned Rural Conservation. The southern parcels ending 0034 and 0013 are zoned Industry in by the Lime Township Zoning Ordinance.

Environmentally Sensitive Areas

A wetland delineation was conducted in October 2023 and a prehistoric wetland was identified on western side of the mining operation parcel R400430300006 and on northwestern portion of parcel R400431200034.

City Code

The Lime Township Ordinance can be found at this link: [Lime Township Ordinances](#)

Review

Minnesota Paving and Materials has applied for a review of Registered Land Survey number 178. The proposal reconfigures parcels owned by the property owner into five new tracts of land. Tract 1 is 106.00 acres and contains wetlands on the western portion of the property. Tract 2 is 6.48 acres; Tract 3 is 0.07 acres and will be dedicated to Blue Earth County; Tract 4 is 0.17 acre and will be sold to the Northern adjacent property owner; Tract 5 is 0.21 acres and will be sold to the Southern adjacent property owner.

Tract 2, 3, 4, 5, and the southern portion of 1 are located in the Industry zoning district.

The northern portion of Tract 1 is located in the Rural Conservation District where mines are outlined as interim uses within the district.

Site plans show that access to Tracts 1 and 2 will remain the same off of 231st Lane. This is considered a private drive that is located on the western side of Third Avenue. The applicant has submitted an access easement agreement to grant access to Tract 2 from the private drive.

Attachments

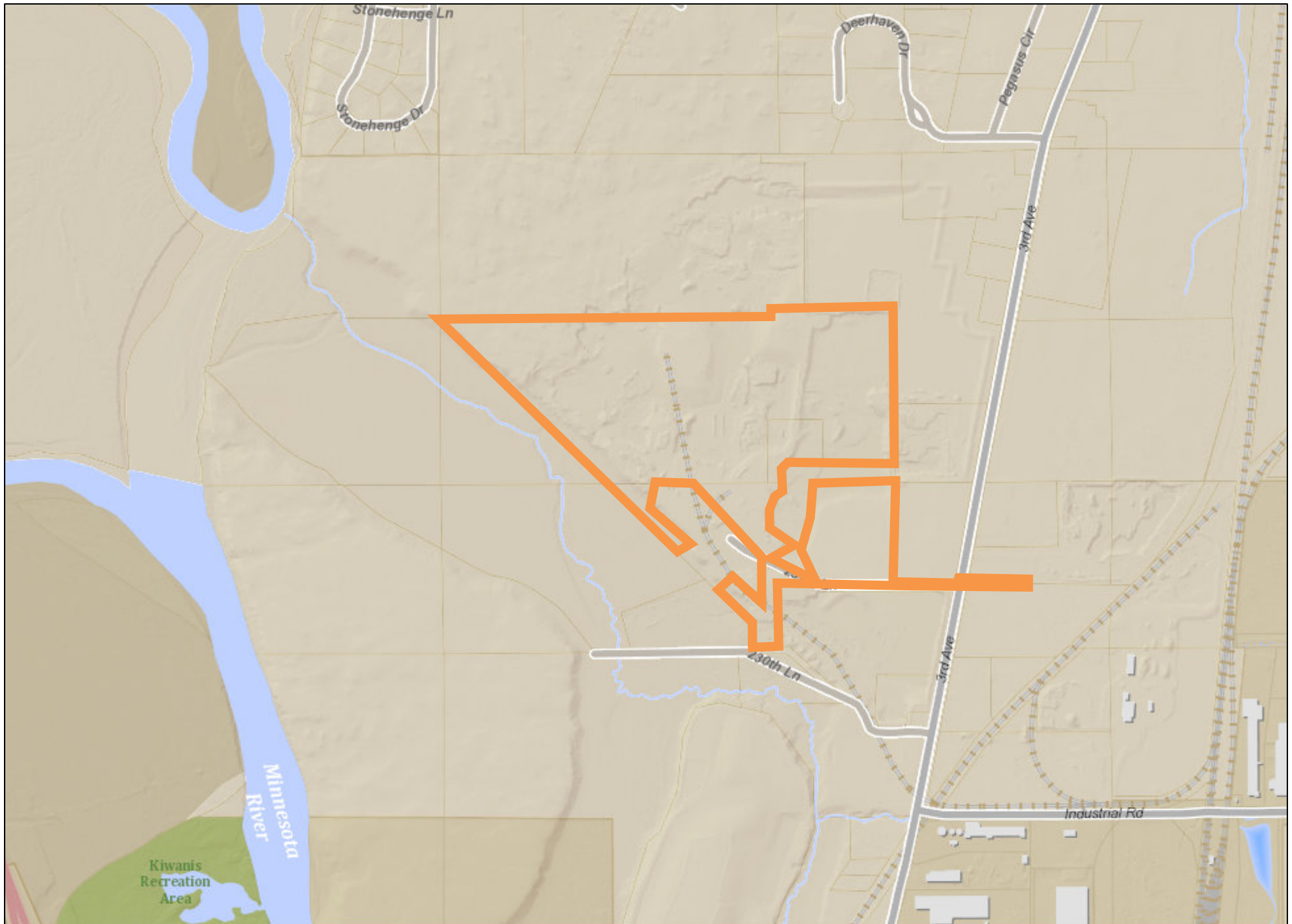
General Location Map

Aerial Map

Plat

Easement Agreement

General Location Map



Date: August 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.



Aerial Map



Date: August 2024

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

REGISTERED LAND SURVEY NO. 178

SURVEYOR'S CERTIFICATE

The West 957 feet of the South 1365 1/2 feet of the SE 1/4 of Sec. 30-109-26 West and all that part of the N 1/2 of NW 1/4 Sec. 31 and the S 1/2 of SW14 Sec. 30 which lies northeast of a straight line drawn from the southeast corner of the NE 1/4 of the NW 1/4 of Sec. 31 to the northwest corner of the SW 1/4 of the SW 1/4 of Sec. 30, being a triangular piece of land containing 80 acres.

The West 16.92 acres of the North 24 acres of the NW 1/4 NE 1/4 of Sec. 31.

The west 1 1/2 acres of the south 2 acres of the north 50 acres of the N 1/2 of NE 1/4 of said Sec. 31 and the following triangular piece or parcel of land: Beginning at the southeast corner of the N 1/2 of the NW 1/4 of said Sec. 31, thence running west 175 feet, thence running north 171.7 feet, thence running south 44° and 25 minutes East 244.8 feet to the place of beginning, all of the above parcels of land lying and being in Township 109 Range 26.

EXCEPT a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the NE 1/4 Sec. 31-109-26 West, more particularly described as follows: Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Sec. 31-109-26 West, said iron being approximately 1087 feet West of the northeast corner of said Section 31; thence running West a distance of 585 feet, thence South 3°45' West a distance of 792 feet to the place of beginning; thence continuing along the same line a distance of 16.5 feet, thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road, thence North 10°38' East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet, thence West and parallel to the North line of said Section 31, a distance of 488.3 feet to the place of beginning.

AND EXCEPT

Beginning at a point on the North line of Section 31-T109W R-26W, 1998.8 feet East of the N.W. corner of said section, thence west on said section line 312.8 feet, thence South 3°03' West 195.0 feet, thence South 44°55' East 142.5 feet, thence South 46°00' East 250.0 feet, thence North 56°56' East 213.0 feet, thence North 0°07' West 41.15 feet, thence North 15°43' East 60.0 feet, thence North 20°52' East 40.0 feet, thence North 32°19' East 38.0 feet, thence North 44° 26' West 258.7 feet to the point of beginning and containing 3.64 acres more or less.

AND EXCEPT

Plat of a tract of land in the NE 1/4 of the NW 1/4 of Section 31 Twp. 109 N. Range 26 W. Beginning at a point 2179.8 feet East of the NW corner and 184.6 feet South of North line of said Section 31, thence South 44°26 minutes East 520.5 feet, thence South 0 degrees 30 minutes West 414.75 feet, thence North 53 degrees 32 minutes West 61 feet thence North 49 degrees 26 minutes West 100 feet, thence North 47 degrees 14 minutes West 50 feet, thence North 42 degrees West 56 feet, thence North 36 degrees 10 minutes West 45.2 feet, thence South 56 degrees 59 minutes West 165.15 feet, thence North 45 degrees 35 minutes West 458.85 feet, thence North 56 degrees 56 minutes East 327 feet, thence North 0 degrees 7 minutes West 41.15 feet, thence North 15 degrees 43 minutes East 60 feet thence North 20 degrees 52 minutes East 40 feet, thence North 32 degrees 19 minutes East 38 feet to the point of beginning, said tract containing 6.149 acres more or less.

AND EXCEPT

Tract A of Registered and Survey No. 172.

I hereby certify that this Registered Land Survey is a correct delineation of said survey. Dated this ____ day of _____, 2024.

Michael M. Eichers, Land Surveyor
Minnesota License No. 46564

State of Minnesota
County of Blue Earth

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____ 2024 , by Michael M. Eichers, Land Surveyor, Minnesota License No. 46564.

Nathan P. Myhra
Notary Public, Blue Earth County, Minnesota
My Commission Expires Jan. 31, 2028

REVIEW

Be it known that on this ____ day of _____, 2024, the Planning Commission of the City of Mankato, did review REGISTERED LAND SURVEY No. 178.

Chair person

Secretary

APPROVAL

Be it known that on this ____ day of _____, 2024 , the Lime Township Board, Blue Earth County, did duly approve REGISTERED LAND SURVEY No. 178

Chair person

Clerk

BLUE EARTH COUNTY SANITARIAN

Be it known that on this the ____ day of _____, 2024, the County Sanitarian of Blue Earth County did duly review this plat of REGISTERED LAND SURVEY No. 178, and confirmed that two suitable on-site sewage treatment sites exist on the lot based on information submitted by _____, an MPCA Certified on-site septic system designer.

County Sanitarian

BLUE EARTH COUNTY ENGINEER

Be it known that on this the ____ day of _____, 2023, the County Engineer of Blue Earth County did duly review this plat of REGISTERED LAND SURVEY No. 178.

County Engineer

BLUE COUNTY PROPERTY AND ENVIRONMENTAL RESOURCES

I hereby certify that there are no delinquent taxes and/or delinquent special assessments, that the current taxes have been paid and that transfer has been

entered on the land described herein on this ____ day of _____ 2024.

Blue Earth County Property and
Environmental Resources Director

REGISTRAR OF TITLES

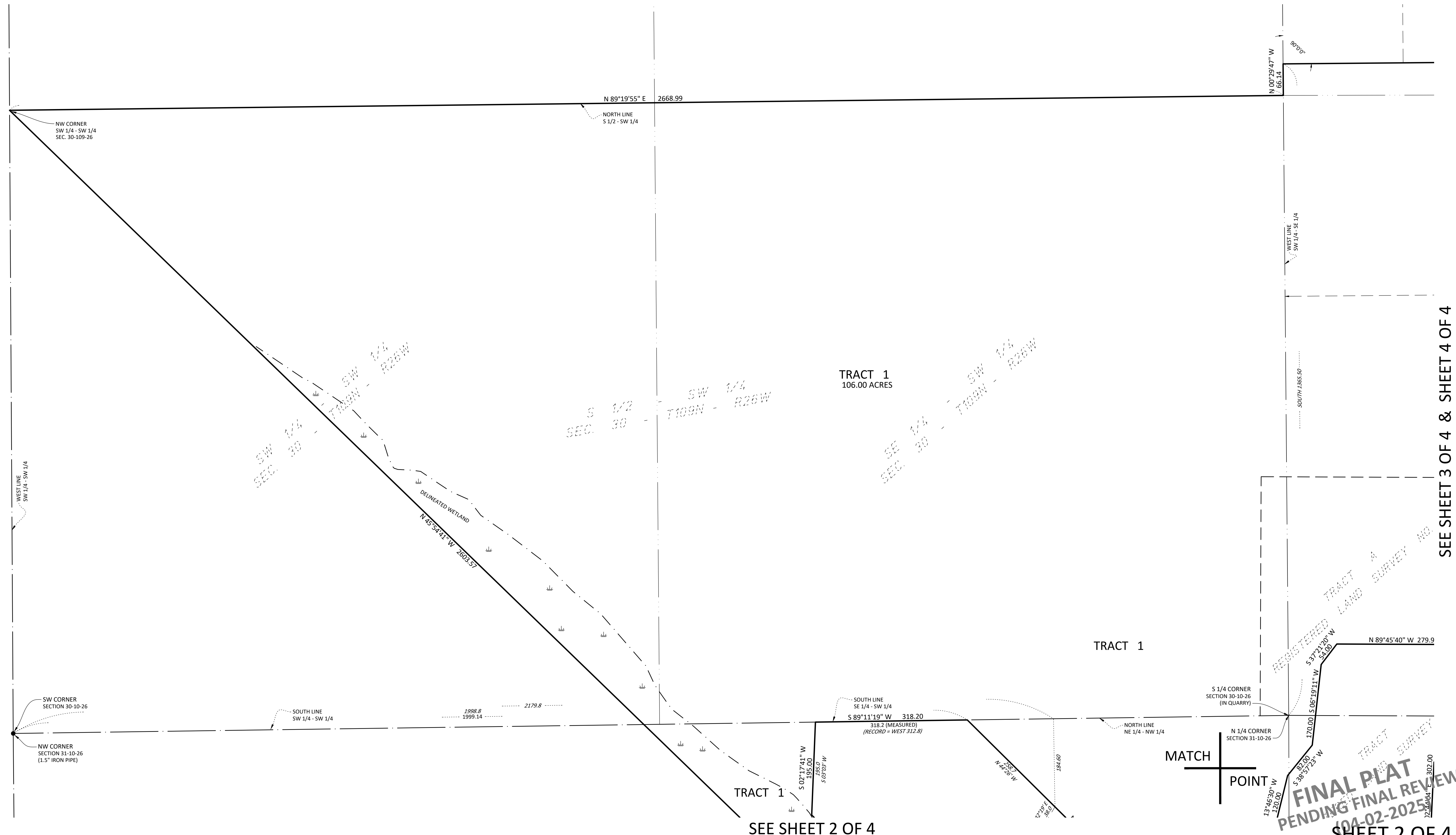
I hereby certify that this plat was filed in this office this ____ day of _____ 2024 , at ____ o'clock ____ .m., and was duly recorded in

____ of Plats, Number _____

Blue Earth County, Registrar of Titles

FINAL PLAT
PENDING FINAL REVIEW
(04-02-2025)

○ 3/4" IRON PIPE MONUMENT SET
MARKED BY LIC. NO. 46564
● MONUMENT FOUND



SEE SHEET 3 OF 4 & SHEET 4 OF 4

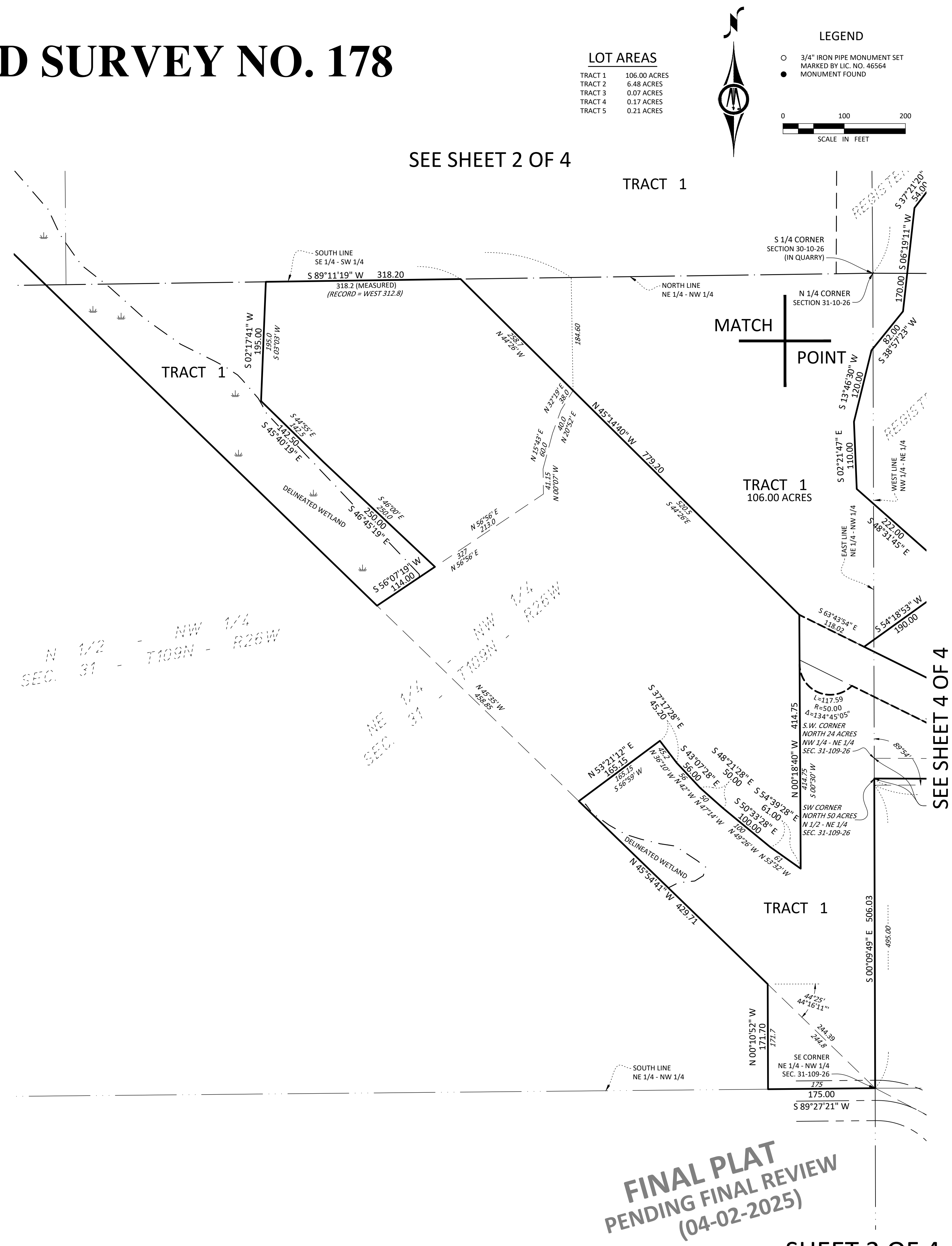
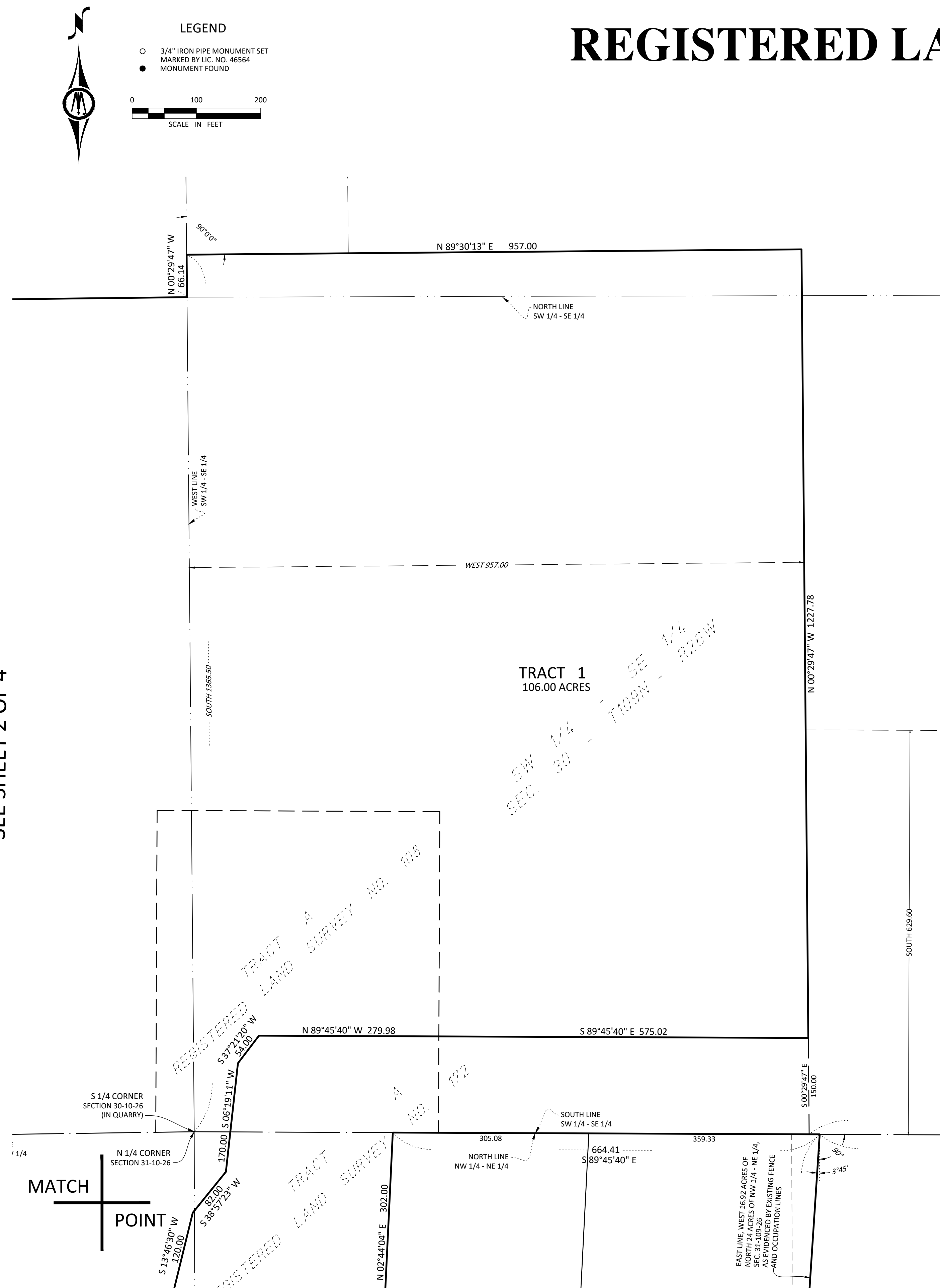
120.00' 538.00' 537.23'

FINAL PLAT
PENDING FINAL REVIEW
104-02-2025

22 MAR 04 302.00'

SHEET 2 OF 4

REGISTERED LAND SURVEY NO. 178



REGISTERED LAND SURVEY NO. 178

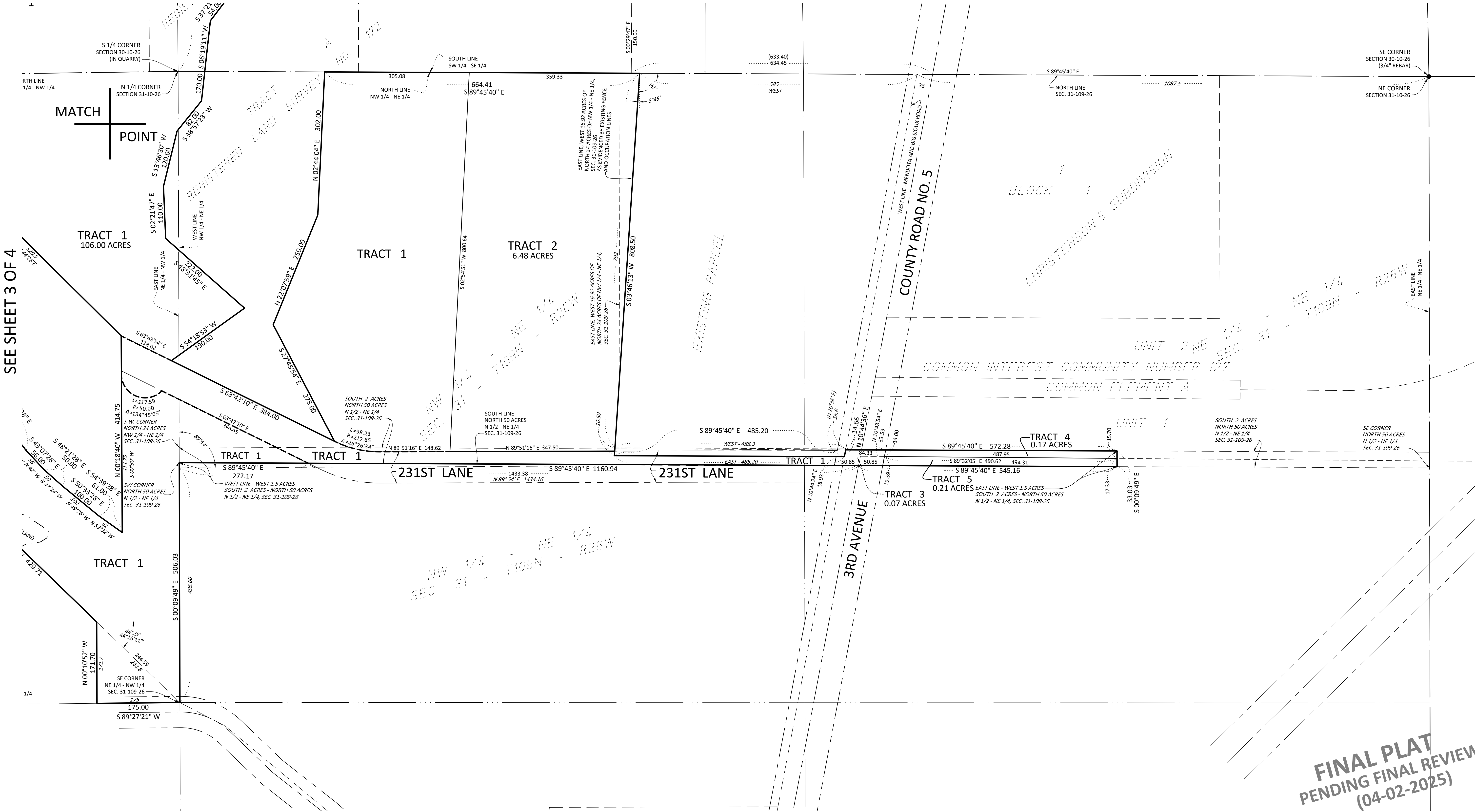
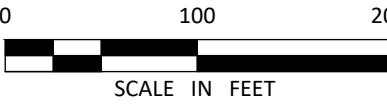
SEE SHEET 2 OF 4 & SHEET 3 OF 4

LOT AREAS

TRACT 1	106.00 ACRES
TRACT 2	6.48 ACRES
TRACT 3	0.07 ACRES
TRACT 4	0.17 ACRES
TRACT 5	0.21 ACRES

LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
- MONUMENT FOUND



FINAL PLAT
PENDING FINAL REVIEW
(04-02-2025)

REGISTERED LAND SURVEY NO. 178

LOT AREAS	
TRACT 1	106.00 ACRES
TRACT 2	6.48 ACRES
TRACT 3	0.07 ACRES
TRACT 4	0.17 ACRES
TRACT 5	0.21 ACRES



LEGEND

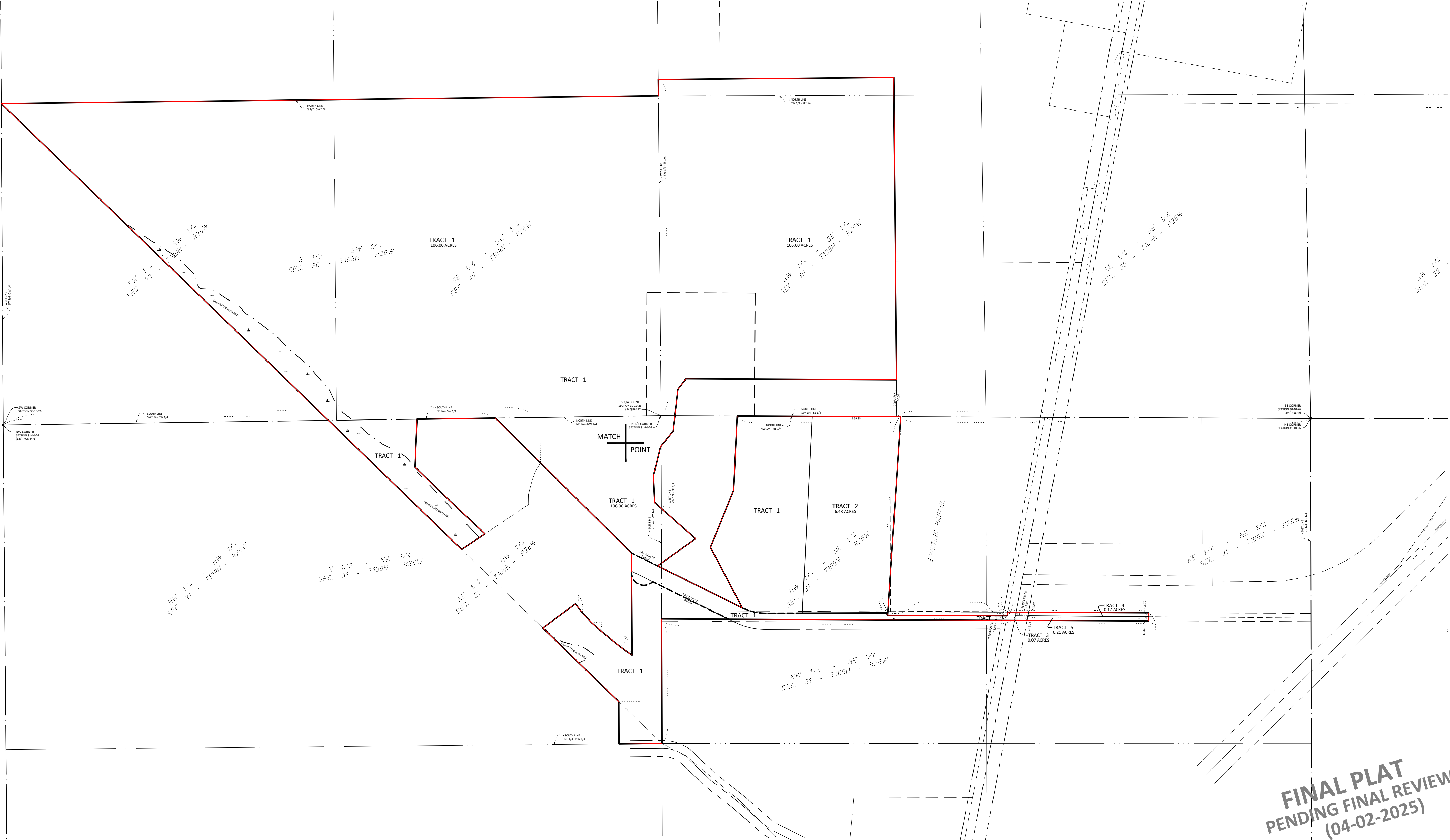
3/4" IRON PIPE MONUMENT SET

MARKED BY LIC. NO. 46564

MONUMENT FOUND

0200400

SCALE IN FEET



FINAL PLAT
PENDING FINAL REVIEW
(04-02-2025)

PLAT EXHIBIT

THIS PLAT PREPARED BY BOLTON & MENK, INC.

REGISTERED LAND SURVEY NO. 178

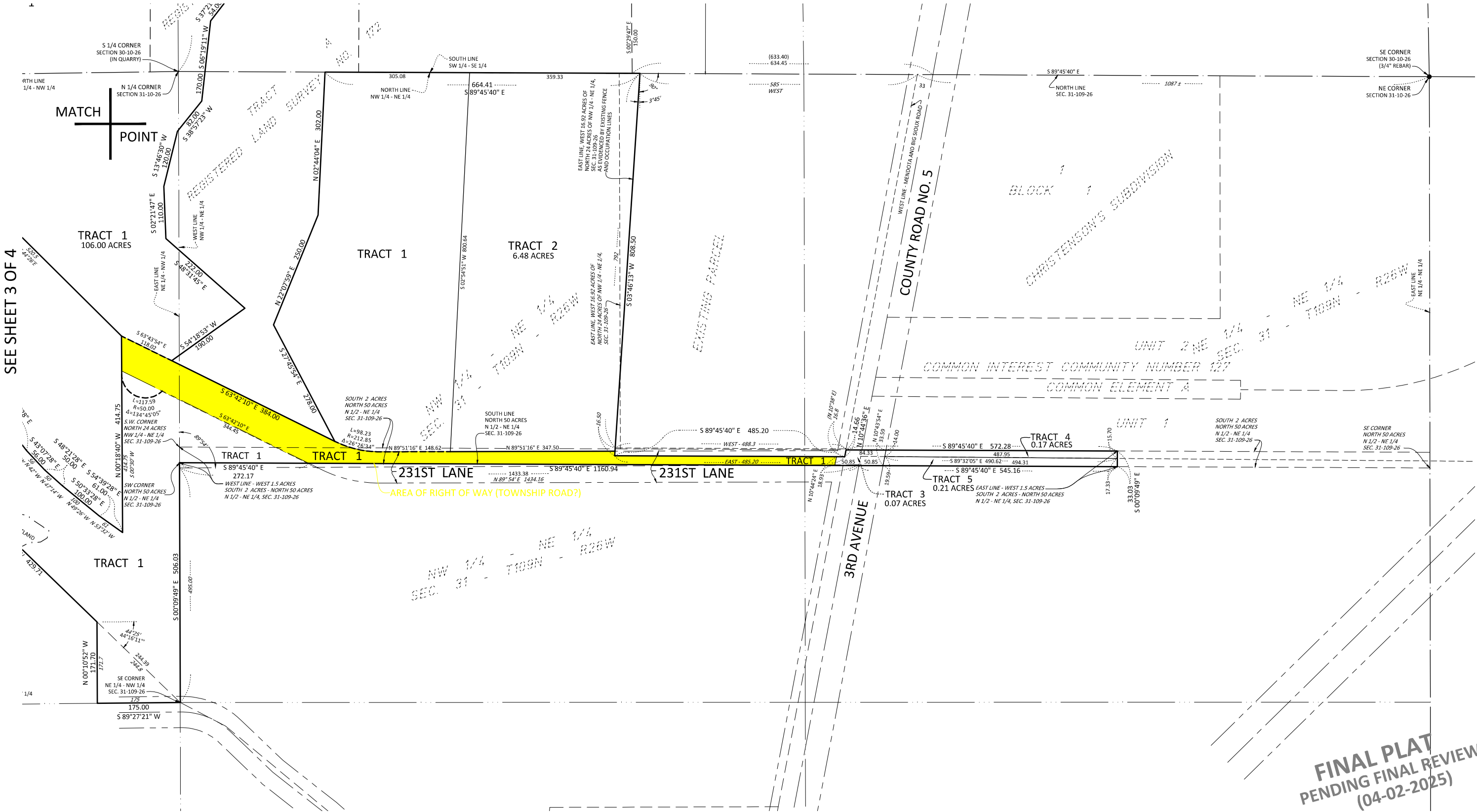
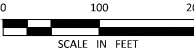
SEE SHEET 2 OF 4 & SHEET 3 OF 4

LOT AREAS

TRACT 1	106.00 ACRES
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TRACT 3	0.07 ACRES
TRACT 4	0.17 ACRES
TRACT 5	0.21 ACRES

LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
- MONUMENT FOUND



FINAL PLAT
PENDING FINAL REVIEW
(04-02-2025)

4.6.1 OMG Reciprocal Easement Agreement.pdf - Page 1

T120235

CERTIFIED, FILED AND/OR RECORDED ON

02/13/2014 03:50:05PM

BLUE EARTH COUNTY, MN

PATTY O'CONNOR REGISTRAR OF TITLES

TAXPAYER SERVICES DIRECTOR

REC FEE: 66.00 EXEMPT: N/A

DELINQ TX: N/A /TRANS ENTER: N/A

eCREV/CREV: N/A

eWELL/WELL CERT: N/A SPLIT-CURR TX PD: N/A

PAGES: 17

CERT #: 20237 20239

As T
20237 1 Add'l
20239 Memo
First American Title
Minneapolis
17 pages
3 of 3 (A)
2 of 2 (T)
PL

532CR489

CERTIFIED, FILED AND/OR RECORDED ON

02/13/2014 03:50:03PM

BLUE EARTH COUNTY, MN

PATTY O'CONNOR COUNTY RECORDER

TAXPAYER SERVICES DIRECTOR

REC FEE: 46.00 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: 17

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "**Agreement**") is made as of this 23 day of December, 2013, by OMG Midwest, Inc., a Delaware corporation ("**OMG**") and Coughlan Quarries, LLC, a Minnesota limited liability company ("**Coughlan**"). OMG and Coughlan may each be referred to herein as a "**Party**" or collectively, the "**Parties**".

RECITALS:

1. OMG owns certain real property located in Blue Earth County, Minnesota, which is legally described on the attached Exhibit A (the "**OMG Property**").
2. On the date hereof, Coughlan acquired by Contract for Deed (the "**Contract for Deed**") certain real property located adjacent to the OMG Property and legally described on the attached Exhibit B (the "**Coughlan Property**"). The OMG Property and Coughlan Property are referred to individually as a "**Property**" or collectively as the "**Properties**".
3. OMG desires to grant to Coughlan, certain easements in, to, over, under and across the OMG Property, and make certain other covenants and agreements all as expressly set forth herein.
4. Coughlan desires to grant to OMG certain easements in, to, over, under and across the Coughlan Property, and make certain other covenants and agreements all as expressly set forth herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - GRANT OF EASEMENTS

Section 1.01. Access Easements Granted by Coughlan. Coughlan hereby grants, bargains, sells and conveys to OMG and its and their respective employees, agents, customers, licensees and invitees, successors and assigns, for the benefit of the OMG Property, a perpetual non-exclusive easement and right over and across that portion of the Coughlan Property that is depicted on the attached Exhibit C (the "**OMG Access Easement Area**") for vehicle and

RETURN TO:

First American Title Insurance Co.

801 Nicollet Mall, Suite 1900

Minneapolis, MN 55402

NCS 534648 MPLS (HH/AC)**3 A & T**

4.6.1 OMG Reciprocal Easement Agreement.pdf - Page 2

pedestrian access, parking, and the maintenance and repair of the OMG Access Easement Area. Coughlan will not unreasonably obstruct or interfere with OMG's use of the OMG Access Easement Area. Coughlan acknowledges and agrees that a building on the OMG Property lying immediately adjacent to the OMG Access Easement Area is located directly on or near the boundary line separating the OMG Property from the Coughlan Property, and Coughlan consents to the location of such building, regardless of any encroachment or applicable set-back requirements. OMG agrees that in the event that such building does encroach upon the Coughlan Property, that the building is not so maintained in any hostile or adverse manner, and that, subject to the easement granted to OMG in this Section, OMG has not intended and does not intend to claim any permanent interest in the Coughlan Property affected by such encroachment, rather, the building's location is permissive in nature. Except with respect to the easement granted to OMG in this Section, OMG, its successors and assigns, shall be estopped from claiming any interest in the Coughlan Property on account of the location of said building. All maintenance and insurance of the building and its contents is to be the sole responsibility of OMG.

Section 1.02. Access Easement Granted by OMG. OMG hereby grants, bargains, sells and conveys to Coughlan and its and their respective employees, agents, customers, licensees and invitees, successors and assigns, for the benefit of the Coughlan Property, a perpetual non-exclusive easement and right over and across that portion of OMG Property that is depicted on the attached Exhibit C (the "**Coughlan Access Easement Area**") for vehicle and pedestrian access and the maintenance and repair of the Coughlan Access Easement Area (but not for parking). OMG will not unreasonably obstruct or interfere with Coughlan's use of the Coughlan Access Easement Area or the Pipeline Easement.

Section 1.03. Utility Easements. The Parties hereby grant reciprocal, permanent, non-exclusive easements appurtenant to each Property, in, under, over, across, upon and within each Party's respective Property to utilize, maintain and replace such gas, water, electric, telephone and other utility lines and facilities as are existing on, under or within the Properties on the date hereof (the "**Utility Lines**") for the purpose of providing such utility services to each Property. Each Party may enter upon the Property of the other to operate, maintain and repair such Utility Lines, provided that such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the other Party (except in an emergency wherein only such notice as is practical under this circumstances shall be required). The Party performing the repairs on the Property of the other shall repair any damage to any improvements located on the Property of the other.

Section 1.05. Reservation. Each Party reserves the right to use its respective Property in any manner provided it does not unreasonably interfere with easements and rights granted herein.

ARTICLE II – TAXES; MAINTENANCE; ADJACENT OWNERS

Section 2.01. Taxes. Each Party shall be responsible for all real and personal property taxes and assessments for its Property.

Section 2.02. Maintenance. Each party shall, at its sole cost, maintain the gravel and bituminous roadways that serve both the OMG Property and the Coughlan Property and the Utility Lines (collectively, the "**Infrastructure**") on their respective Properties in good condition

4.6.1 OMG Reciprocal Easement Agreement.pdf - Page 3

and repair (unless otherwise publicly owned, dedicated or maintained) and in compliance with all applicable laws, except that OMG shall maintain that portion of roadway that is depicted on the attached Exhibit D (the “**Common Road**”) and be reimbursed by Coughlan pursuant to the next sentence. If any portion of the Infrastructure, including the Common Road, being repaired or maintained serves both the OMG Property and Coughlan Property, the Party performing the repair shall be entitled to reimbursement of fifty percent (50%) of its actual out-of-pocket costs incurred in performing the repair; provided, however, if any single expense exceeds \$2,500.00, the non-performing Party shall not be obligated to reimburse the performing Party for that portion of its costs in excess of such amounts unless the non-performing Party first consents to such repairs and maintenance in writing prior to the commencement of such repairs and maintenance. The reimbursing Party shall pay the performing Party within thirty (30) days after receiving a written demand that is accompanied by evidence reasonably sufficient to support the requesting Party’s demand for reimbursement so long as the notice and consent requirement set forth herein has been met, if applicable. Notwithstanding the foregoing, (i) OMG shall at its cost without reimbursement from Coughlan be responsible to keep the Common Road reasonably free from snow and debris in 2014, and each even calendar year thereafter, and (ii) Coughlan shall at its cost without reimbursement from OMG be responsible to keep the Common Road reasonably free from snow and debris in 2015, and each odd calendar year thereafter. If a third party elects to participate in the cost sharing arrangement described above with respect to the Common Road, OMG and Coughlan shall amend this Agreement to reallocate the percentages of cost sharing accordingly.

ARTICLE III – TERM

This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law, shall be for the benefit of and shall be binding upon the Properties, shall run with the land and shall be for the benefit of and binding upon the Parties’ successors and assigns.

ARTICLE IV – INSURANCE

Each Party shall procure and keep in effect at all times a policy for comprehensive general public liability insurance with respect to its Property and use thereof as prescribed herein naming the other Party as an additional insured and having minimum limits of liability of \$2,000,000 per occurrence as to public liability, and not less than \$1,000,000 as to property damage, or \$2,000,000 single limit coverage with respect to both public liability and property damage. Each Party shall give not less than thirty (30) days’ prior written notice to the other before any such policy is cancelled or materially modified. On or before the date hereof, the Parties shall deliver to each other a copy of the policy or a certificate of insurance evidencing the insurance required by this Section. Each Party shall, within ten (10) days prior to the expiration of its required policy, furnish to the other Party an updated certificate of insurance or binder.

ARTICLE V – WARRANTIES AND INDEMNITIES

Section 5.01. Warranties. OMG covenants and warrants that it is the owner of fee simple title to the OMG Property. Coughlan covenants that it is the owner of fee simple title to the Coughlan Property pursuant to the terms of the Contract for Deed. Each of the Parties

represents and warrants that it has good right to enter into this Agreement and grant and convey the easements contemplated herein. Each Party warrants that it has the right, power and authority necessary to execute this Agreement through its authorized officers or agents. The persons executing this Agreement on behalf of the Parties each warrant that they have all power and authority necessary to execute this Agreement.

Section 5.02. Mutual Indemnities. Each of the Parties agree to defend, hold harmless and indemnify the other from and against any and all liabilities resulting from the negligent or malicious acts or omissions of such Party, its agents, employees, invitees and licensees in, under, or on the Properties in exercising rights granted herein.

Section 5.03. Limitation of Liability. Under this Agreement, the liability of OMG and Coughlan and their respective successors and assigns will be limited to their respective interests in the OMG Property and Coughlan Property, as the case may be.

Section 5.04. Limitation on Liability Upon Transfer. If a Party hereafter conveys to an unrelated third party all or part of such Party's interest in a Property, then such transferring Party shall have no liability for any claims accruing under this Agreement from and after the date of such conveyance and relating to the interest in the Property so conveyed and any third-party accepting a deed of conveyance to all or a portion of a Property shall thereupon be bound by the terms, conditions and covenants of this Agreement, and the liability for any claim accruing under this Agreement from and after the date of such conveyance.

ARTICLE VII – DEFAULT

The provisions of this Agreement shall be enforced as follows:

Notice; Self Help; Lien Rights. If any Party defaults in any obligation requiring the payment of money and fails to cure the default within 15 days after receiving written notice thereof, or if any Party defaults in any of its other obligations under any provision hereof and fails to commence such action as is necessary to cure such default within 30 days after written notice of default is given by any non-defaulting Party, or fails to proceed diligently thereafter to cure such default, the non-defaulting Party may enforce such obligations by an action at law or suit in equity, or may perform or pay all or any part of such obligations and charge the cost of performing or the payment made, including reasonable attorneys' fees, to the defaulting Party. The non-defaulting Party is hereby granted a right of entry onto the defaulting Party's Property, with such personnel, materials and equipment as may be necessary for purposes of performing any obligation of the defaulting Party hereunder which has not been performed within the time allowed. Notwithstanding anything to the contrary contained in this Agreement, in the event of an emergency involving an imminent threat to human health or safety or the likelihood of substantial property damage, the foregoing right of entry may be exercised with only such notice as is practical under the circumstances, which may include notice given as soon as practicable after the fact. All indebtedness of an Party hereunder shall bear interest from the date incurred at a rate per annum equal to 8%, and the indebtedness, interest, and all reasonable costs of suit or collection thereof, including reasonable attorneys' fees, whether suit be brought or not, with interest on all such costs at the rate above set forth, shall be payable on demand of the creditor,

and shall be enforceable by any remedy then available at law or in equity. Failure to enforce any covenants hereunder shall not be deemed to be a waiver of the right to do so thereafter.

ARTICLE VII - NOTICES

Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is sent by nationally recognized overnight courier or mailed by registered or certified mail, return receipt requested, as the respective parties may from time to time designate by like notice, on the next day if sent by overnight courier or the third business day following the date of such mailing:

If to OMG: OMG Midwest, Inc.
PO Box 3069
Mankato, MN 56002-3069
Attn: Kyle Timmer, Vice President

With copies to: Old Castle Law Group
900 Ashwood Parkway, Suite 700
Atlanta, GA 30338
Attn: Kyle C. Jackson

If to Coughlan: Coughlan Quarries, LLC
1710 Roe Crest Drive
North Mankato, MN 56003
Attn: Scott Sustacek

With copies to: Monroe Moxness Berg PA
7760 France Avenue South, Suite 700
Minneapolis, MN 55435
Attn: Gerald S. Duffy

ARTICLE VIII – MISCELLANEOUS

(a) No breach of this Agreement will entitle any current Party to cancel, rescind or otherwise terminate this Agreement provided that the foregoing limitation will not affect, in any manner, any other right or remedy which any Party might have by reason of any breach of this Agreement.

(b) If any mechanic's lien is filed against the Property of any Party who did not order the work or material from which the lien is claimed to arise, the Party who is purported to have ordered such work or materials shall cause such lien to be released of record within thirty (30) days of receipt of written notice of same or shall post into court pursuant to Minn. Stat. § 514.10 or any successor provision, or with the other Party, such bond or other assurance of payment as

4.6.1 OMG Reciprocal Easement Agreement.pdf - Page 6

the other Party may reasonably require and shall thereafter diligently prosecute an action to determine or challenge such lien and upon an adverse result shall promptly pay the sum so determined to be due so as to release the lien.

(c) Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the easements herein granted, or any thereof, to or for the general public, it being the parties' intention that such easements be for the exclusive benefit of the Parties.

(d) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(f) Each owner, within twenty (20) days of its receipt of a written request from the other owner, shall provide the requesting owner, a certificate binding upon such owner stating: (a) to the best of such owner's knowledge, whether any party with rights or obligations under this Agreement is in default or violation of this Agreement and, if so, identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

(g) No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(h) This Agreement shall be construed in accordance with the laws of the State of Minnesota.

(i) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(j) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(k) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(l) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

(m) This Agreement may be executed in counterparts, each of which shall be considered an original.

[Signature Pages Follow]

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SIGNATURE PAGE TO
RECIPROCAL EASEMENT AGREEMENT
BETWEEN
OMG MIDWEST, INC.
AND
COUGHLAN QUARRIES, LLC

IN WITNESS WHEREOF, Coughlan has executed this Agreement as of the date first
above written.

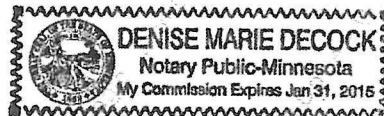
COUGHLAN QUARRIES, LLC
a Minnesota limited liability company

By: Robert J Coughlan
Name: ROBERT J COUGHLAN
Its: CO-Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DICOLLET

The foregoing instrument was acknowledged before me this 20th day of December,
2013, by Robert J Coughlan the CO-Chief Manager of Coughlan Quarries, LLC,
a Minnesota limited liability company, on behalf of the limited liability company.

Denise M De Cock
Notary Public

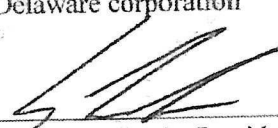


4.6.1 OMG Reciprocal Easement Agreement.pdf - Page 9

SIGNATURE PAGE TO
RECIPROCAL EASEMENT AGREEMENT
BETWEEN
OMG MIDWEST, INC.
AND
COUGHLAN QUARRIES, LLC

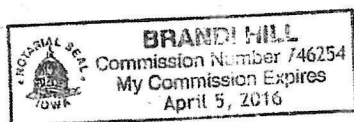
IN WITNESS WHEREOF, OMG has executed this Agreement as of the date first above written.

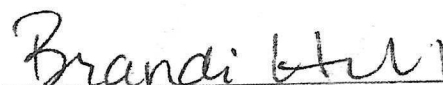
OMG MIDWEST, INC.,
a Delaware corporation


Craig Lamberty, its President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 20 day of December, 2013, by Craig Lamberty, the President of OMG Midwest, Inc., a Delaware corporation, on behalf of the corporation.




Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Allen Wheeler
Faegre Baker Daniels LLP
90 South Seventh Street, Suite 2200
Minneapolis, MN 55402

dms.us.53079186.05

EXHIBIT A

Legal Description of the OMG Property

All that part of the following legally described land that lies south of 231 Lane, City of Mankato, County of Blue Earth, State of Minnesota:

That part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 31 and the S $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 30 which lies northeast of a straight line drawn from the southeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 31 to the northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 30, being a triangular piece of land containing 80 acres, EXCEPT Tract A, Registered Land Survey No. 108.

1 The West 16.92 acres of the North 24 acres of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 31.

The following triangular piece or parcel of land: Beginning at the southeast corner of the N $\frac{1}{2}$ of the NW $\frac{1}{2}$ of said Sec. 31, thence running west 175 feet, thence running north 171.7 feet, thence running south 44° and 25 minutes East 244.8 feet to the place of beginning, all of the above parcels of land lying and being in Township 109 Range 26.

Beginning at the northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 31-109-26 West; thence north on the north and south $\frac{1}{4}$ line of said Sec. 495 feet; thence north 89°54 minutes east 1434.16 feet to the center of the highway between Mankato and St. Peter (now known as Blue Earth County Aid Road No. 123); thence southwesterly 1177.10 feet down the center line of said highway to the north line of the S $\frac{1}{2}$ of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence on said north line south 89°54 minutes west 461 feet; thence northwesterly 63°27 minutes to the right 251 feet; thence South 89°54 minutes west 116 feet; thence north 44°38 minutes west 290 feet; thence North 50°16 minutes west 288.5 feet thence North 63°57 minutes west 100 feet to the point of beginning, except all existing highways and cartways, EXCEPT a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the NE $\frac{1}{4}$ Sec. 31-109-26 West, more particularly described as follows: Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Sec. 31-109-26 West, said iron being approximately 1087 feet West of the northeast corner of said Section 31; thence running West a distance of 585 feet, thence South 3°45' West a distance of 792 feet to the place of beginning; thence continuing along the same line a distance of 16.5 feet, thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road, thence North 10°38' East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet, thence West and parallel to the North line of said Section 31, a distance of 488.3 feet to the place of beginning.

EXHIBIT B

Legal Description of Coughlan Property

A Real property in the City of Mankato, County of Blue Earth, State of Minnesota, described as follows:

Parcel 1:

Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 31, Township 109, Range 26 West;
thence North on the North and South Quarter line of said Section 495 feet;
thence North 89 degrees 54 minutes East 1434.16 feet to the center of the highway between Mankato and St. Peter (now known as Blue Earth County Aid Road No. 123);
thence Southwesterly 1177.10 feet down the center line of said highway to the North line of the South Half of said Southwest Quarter of the Northeast Quarter;
thence on said North line South 89 degrees 54 minutes West 461 feet;
thence Northwesterly 63 degrees 27 minutes to the right 251 feet;
thence South 89 degrees 54 minutes West 116 feet;
thence North 44 degrees 38 minutes West 290 feet;
thence North 50 degrees 16 minutes West 288.5 feet;
thence North 63 degrees 57 minutes West 100 feet to the point of beginning;

Except all existing highways and cartways.

Except a strip of land 1 rod in width adjacent to the South line of Pilgrim's Rest Cemetery and extending the length of said Cemetery, all located in the Northeast Quarter Section 31, Township 109, Range 26 West, more particularly described as follows;

Commencing at an iron pipe at the intersection of the West line of the Mendota and Big Sioux Road, also known as the Mankato St. Peter Highway, and the North line of Section 31, Township 109, Range 26 West, said iron being approximately 1087 feet West of the Northeast corner of said Section 31;
thence running West a distance of 585 feet;
thence South 3 degrees 45 minutes West a distance of 792 feet to the place of beginning;
thence continuing along the same line a distance of 16.5 feet;
thence East and parallel to the North line of said Section 31 a distance of 485.2 feet to the West line of the Mendota and Big Sioux Road;
thence North 10 degrees 38 minutes East along the West line of said Mendota and Big Sioux Road a distance of 16.8 feet;
thence West and parallel to the North line of said Section 31 a distance of 488.3 feet to the place of beginning.

Except Tracts A and B, Registered Land Survey No. 36.

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Except Beginning at a point on the North line of Section 31, Township 109N, Range 26W, 1998.8 feet East of the Northwest corner of said Section;
thence West on said Section line 312.8 feet;
thence South 3 degrees 03 minutes West 195.0 feet;
thence South 44 degrees 55 minutes East 142.5 feet;
thence South 46 degrees 00 minutes East 250.0 feet;
thence North 56 degrees 56 minutes East 213.0 feet
thence North 0 degrees 07 minutes West 41.15 feet
thence North 15 degrees 43 minutes East 60.0 feet;
thence North 20 degrees 52 minutes East 40.0 feet;
thence North 32 degrees 19 minutes East 38.0 feet;
thence North 44 degrees 26 minutes West 258.7 feet to the point of beginning and containing 3.64 acres, more or less.

Except plat of a tract of land in the Northeast Quarter of the Northwest Quarter of Section 31, Township 109 North Range 26 West;
Beginning at a point 2179.8 feet East of the Northwest corner and 184.6 feet South of the North line of said Section 31;
thence South 44 degrees 26 minutes East 520.5 feet;
thence South 0 degrees 30 minutes West 414.75 feet;
thence North 53 degrees 32 minutes West 61 feet;
thence North 49 degrees 26 minutes West 100 feet;
thence North 47 degrees 14 minutes West 50 feet;
thence North 42 degrees West 56 feet;
thence North 36 degrees 10 minutes West 45.2 feet;
thence South 56 degrees 59 minutes West 165.15 feet;
thence North 45 degrees 35 minutes West 458.85 feet;
thence North 56 degrees 56 minutes East 327 feet;
thence North 0 degrees 7 minutes West 41.15 feet;
thence North 15 degrees 43 minutes East 60 feet;
thence North 20 degrees 52 minutes East 40 feet;
thence North 32 degrees 19 minutes East 38 feet to the point of beginning, said tract containing 6.149 acres more or less.

And an easement in and to a roadway over the following described property;

A road 20 feet in width 10 feet on either side of a line described as follows:

Commencing at the intersection of the centerline of County Highway No. 5 and the North line of a tract of land described as follows: "The North 70 acres of the South 110 acres, West of County Highway No. 5, in the Northeast Quarter of Section 31, Township 109 North, Range 26 West";
thence West along said North line approximately 1100 feet;
thence Northwesterly approximately 340 feet to a point on the West line of a tract of land described as follows: "The 16.92 acres of the North 24 acres of the Northwest Quarter of the Northeast Quarter of Section 31, Township 109 North, Range 26 West"; said point being

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approximately 100 feet North of the Southwest corner of said last described tract;
thence continuing Westerly across the Northeast Quarter of the Northwest Quarter of said Section 31, approximately 100 feet to a point of termination, said terminal point being located as follows: commencing at a point on the North line of Section 31, Township 109 North, Range 26 West, 2179.8 feet East of the Northwest corner of said Section 31;
thence South 184.6 feet;
thence South 44 degrees 26 minutes East 520.5 feet;
thence South 0 degrees 30 minutes West, 147.3 feet to said point of termination. In the event that should a survey of the above described roadway as it now exists show the above description to be inaccurate the vendor agrees at the request of the vendee to execute and deliver a Quit Claim Deed transferring to said vendee the road area in accordance with such survey. The covenants of warranty in this instrument shall be deemed not to apply to the last above described tract, said tract being the roadway conveyed hereby.

Torrens Property
Torrens Certificate No. 20,237

Parcel 2:

✓ Lots A and B, Registered Land Survey No. 36, according to the plat thereof on file and of record in the office of the Register of Deeds, Blue Earth County, Minnesota.

Torrens Property
Torrens Certificate No. 20,239

Parcel 3:

✗ That portion of the abandoned right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company lying within the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 26 West, Blue Earth County, Minnesota, and shown as Tract A on the drawing attached as Exhibit A in Quit Claim Deed recorded March 29, 1999, as Document No. 384CR870.

Said legal description for Parcel 3 no longer meets the minimum sufficiency requirements for Blue Earth County. The record legal has been revised by the Surveyor's Affidavit, recorded 2-13-14, 2014 as Document No. 532CR487 which reflects a correct legal description as follows:

That part of the abandoned right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company located within the Northwest Quarter of the Northwest Quarter of Section 32, Township 109 North, Range 26 West, Blue Earth County, Minnesota described as: Commencing at the northwest corner of Section 32; thence South 89 degrees 56 minutes 56 seconds East (assumed bearing) along the north line of the Northwest Quarter of Section 32, a distance of 726.80 feet to a point on the westerly right-of-way line of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad; Said point being the point of beginning; thence South 27 degrees 48 minutes 06 seconds West along said westerly railroad right-of-way line, 300.00 feet; thence South 34 degrees 41 minutes 06 seconds West along said westerly railroad right-of-way line, 400.00 feet; thence South 42 degrees 24 minutes 06 seconds West along said westerly railroad right-of-way line, 159.00 feet to the point of intersection with the northwesterly right-of-way line of the abandoned Chicago and Great Western Railway; thence North 45 degrees 28 minutes 30 seconds East along said northwesterly right-of-way line, 653.40 feet to the point of intersection

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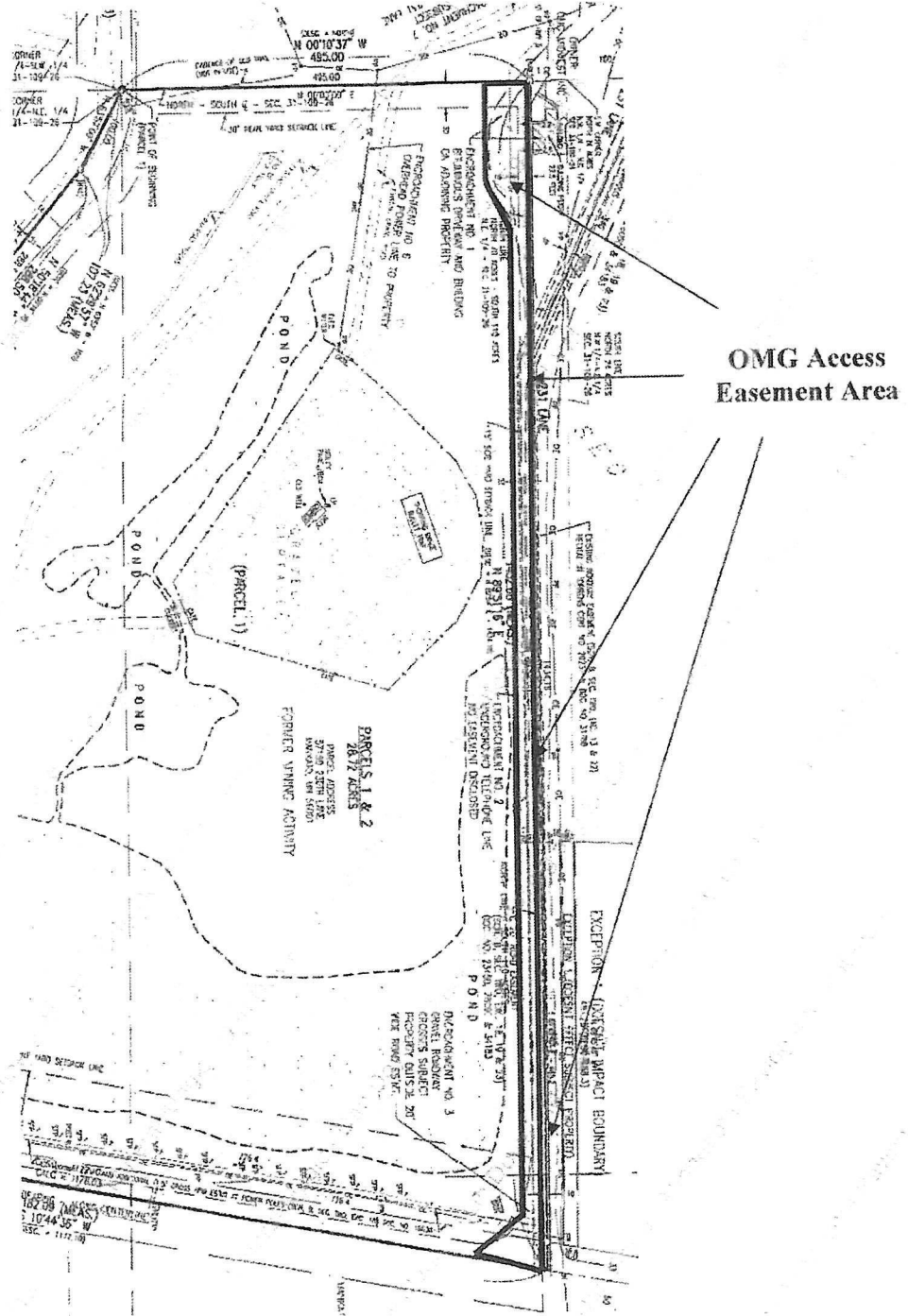
with a line distant 50.00 feet easterly of, as measured radially to the centerline of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad, said point being on a circular curve which center of radius bears North 60 degrees 01 minutes 07 seconds West; thence northeasterly along a line parallel with and distant 50.00 feet easterly of, as measured radially to said abandoned rail road centerline along a 2909.02 foot radius curve, central angle = 05 degrees 36 minutes 46 seconds along a chord bearing North 27 degrees 10 minutes 30 second's East, a chord distance of 284.86 feet to the point of intersection with the north, line of the Northwest Quarter of Section 32; thence North 89 degrees 56 minutes 56 seconds West along said north line, 121.17 feet to the point of beginning. Said tract contains 55,554 square feet.

Abstract Property

APN: R40.04.31.200.005 and R40.04.31.200.006

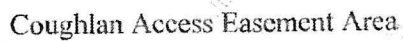
EXHIBIT C

Depiction of OMG Access Easement Area



C-1

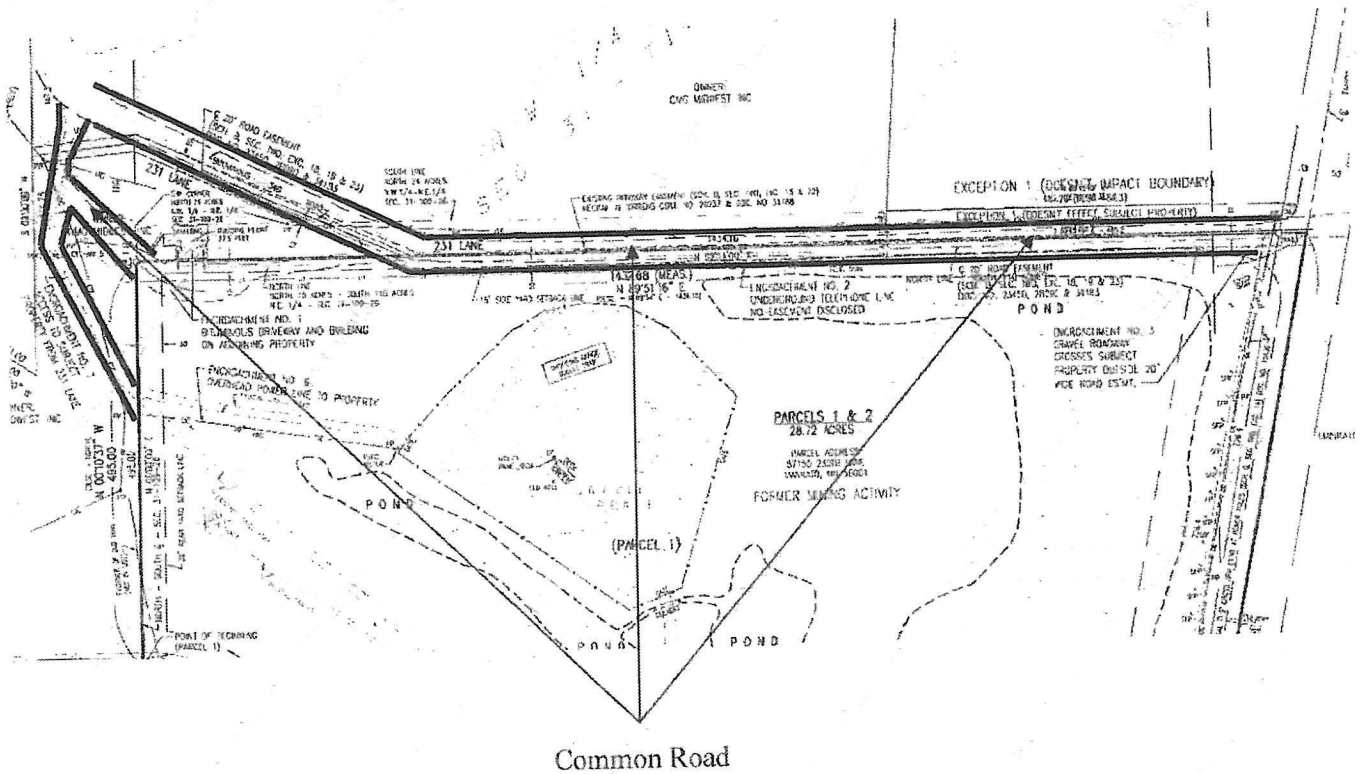
Depiction of Coughlan Access Easement Area



D-1

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EXHIBIT E

Depiction of Common Road

Common Road

D-1

Site Plan and Traffic Advisory Review Committee

1. 3.

Meeting Date: 04/08/2025

Title

CY19-25

FOR INFORMATION ONLY. Request of the City of Mankato for review of certain sections of Chapter 10 of the City Code pertaining to cannabis.

Site Plan and Traffic Advisory Review Committee

2. 1.

Meeting Date: 04/08/2025

Title

No Truck Parking on Chestnut

Review

A request has been submitted for No Truck Parking on Chestnut Street in front of Crown Cork and Seal. The submitted plans show the request to be located between 1st Avenue and N. Riverfront Drive.

Attachments

Map

No Truck Parking - Chestnut Street



Date: March 2025

Author:

This information is to be used for reference purposes only. The City of Mankato does not guarantee accuracy of the material contained herein and is not responsible for misuse or misinterpretation.

