

AMENDMENTS TO OAKPORT JOINT POWERS AGREEMENT SINCE 2/15/90

AMENDMENT	DATE	ACTIVITY	SECTION	DESCRIPTION	INTENT
1st	9/4/90	Zoning	10u	Allow construction on nonconforming lots	Clarify the conditions for nonconforming single-family residential lots meeting 75% of the lot requirements - allowing construction
2nd	11/19/90	Exhibits	Exhibits F & G	Update an "Exhibit" within the Agreement identifying hook-up numbers	Restate the list of Assigned Lots as requested by property owners
3rd	11/18/91	Zoning	2mm & 10c	Allow reconstruction of single-family homes and manufactured homes in Tracts 2 & 3	Establish standards for regulating manufactured homes within the Rural Residential district and to allow remodeling/ reconstruction of single-family home-owner occupied dwellings within Tract 3
4th	6/1/92	Zoning	2nn, 2oo, 10f, 10j, 10n, & 10r	Allow accessory buildings, towers, fences, and limited commercial uses as conditoinal uses	Allow the reconstruction and possible expansion of certain commercial uses in existence prior to the Agreement - but not to expand the category of permitted commercial uses
5th	1/10/94	Zoning	10	Amend and restate the Rural Residential zoning district standards	7 revisions that establish more specific zoning regulations, mainly in regard to minimum setbacks and encroachments
6th	4/5/94	Zoning	10	Allow horse keeping faciliteis as a conditional use	Request by the Horse Review Cmte - allow private/ commercial horse stables by CUP if in existence prior to the Agreement
7th	5/5/96	Subdivision	12c(iv)B	Allow the extension of unpaved gravel roads and cul-de-sacs	Delays the hardsurfacing requirement until subdivisions are 80% developed (for all lots owned by Oakport prior to 1/1/96)
8th	4/1/1996	Zoning	2j, ii, 11	Allow the expansion of existing commercial/industrial uses in Tract 3	Restatement of all previous amendments and language to allow expansion/improvement to existing commercial or industrial uses (which are nonconforming) within Tract 3
9th	10/31/96	Zoning	10s	Allow the construction of agricultural accessory structures with Board approval	Instigated by an opportunity for Old Trail Market - to allow any lawfully nonconforming agricultural use existing prior to the Agreement to expand or be restored
10th	12/7/98	Zoning	10f	Expand the CUP notification area from 350 feet to 750 feet	Allows more property owners to be notified as the lots in the annexation area are much larger than urbanized areas
11th	6/8/99	Water/Sewer	15b & 16b	Allow expansion of services beyond Tract 2 with written approval of each jurisdiction	Instigated by Tim Van Raden's proposal to extend municipal water and sewer service to his home, outside of Tract 2.
12th	7/19/99	Zoning	10m(iv)	Allow electric fences as a conditional use	To protect the agricultural and horticultural products grown in the annexation area as a conditional use
13th	6/4/01	Zoning	11	Allow R1-B zoning within Tract 2 and Tract 3 west of the BNSF R-O-W	Without zoning particular properties, allowed the R1-B, Single Family District in Tract 2 and portions of Tract 3 - the R1-B has smaller lot sizes than Rural Residential District
14th	11/5/01	Zoning	11	Allow construction on nonconforming lots within the R1-B zoning district	Lots meeting 75% of the lot requirements may be constructed upon (same as the Rural Residential District)
15th	4/15/02	Membership	3c & 3e(iv)	Allow an alternate for each jurisdiction of the Oakport Joint Powers Board	To prevent lack of quorum at monthly meetings
16th	9/16/02	Zoning	10r	Allow off-sale liquor stores by CUP in the Rural Residential District	Instigated by a request from the Wall Street Convenience Store
17th	4/7/03	Zoning	11	Allow placement of commercial wireless telecommunications towers within portions of Tract 3	Instigated by a request from AT & T Wireless to provide expanded service to the annexation area
18th	9/14/09	Zoning	10	Allow placement of commercial wireless telecommunications towers within tract 2 by CUP	Instigated by a request from Verizon Wiresless to provide expanded service to the annexation area

COPY

FIRST AMENDMENT

TO

OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 15th day of

September, 1990, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That the purpose of this Amendment is to amend Section 10u. Regulation of Nonconforming Lots (Including Any Nonconforming Single Family Residential Lot), Uses, Buildings, and Structures to retain the original intent and clarify conditions for which a single family dwelling and customary accessory buildings may be erected on any nonconforming single family residential lot.

c. That this Amendment supercedes in its entirety the existing language as found in Section 10u. of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this First Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County and covers the following described real estate:

- (1) The real estate designated as Tract 2 in the Joint Powers Agreement:
- (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and,
 - (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16);
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to point of beginning; and,
 - (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and,
 - (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and,
 - (e) The portion of Section Eighteen (18) lying East and North of said river; and,
 - (f) The portion of Section Nineteen (19) lying East and North of said river; and,
 - (g) The portion of Section Twenty (20) lying North and East of said river; and,
 - (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and,
 - (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and,
 - (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
 - (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government Lot Three (3);

thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.

- ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
thence South $2^{\circ}45'$ East a distance of 8.52 chains (approximately 562.3 feet);
thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.

- (1) The Moorhead Rod and Gun Club property described as two parcels:

- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

- ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41;
thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and,
- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16),
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning,
and,
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and,
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and
- (e) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-eight (28).

d. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

e. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Paragraph u. of Section 10 of the Joint Powers Agreement is hereby revoked in its entirety and the following Paragraph u. of Section 10 is hereby adopted in its place and stead:

u. Regulation of Nonconforming Lots (Including Any Nonconforming Single Family Residential Lot), Uses, Buildings, and Structures: Regulation of nonconforming lots (including any nonconforming single family residential lot), uses, buildings, and

structures within the Rural Residential district will be governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the Rural Residential district on any nonconforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five percent (75%) of the minimum requirements imposed by Section 10.
- (iii) The sideyard and front yard setback measurements are at least seventy-five percent (75%) of the minimum requirements imposed by Section 10.

4. RATIFICATION. The Joint Powers Agreement, as amended by this Amendment, is hereby ratified and republished.

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SIGNATURE PAGE FOR FIRST AMENDMENT

TO

OAKPORT JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of ^{Oakport}~~Wasson~~, Minnesota, this
20th day of August, 1990.



Donald D. Hartog, Town Board Chair

ATTEST:



Carol M. Kuehl, Town Clerk

(SEAL)

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SIGNATURE PAGE FOR FIRST AMENDMENT

TO

OAKPORT JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City of Moorhead, Minnesota, this 4th
day of Sept., 1990.

Morris L. Lanning
MORRIS L. LANNING, Mayor

James W. Antonen
JAMES W. ANTONEN, City Manager

ATTEST:

Kaye E. Buchholz
KAYE E. BUCHHOLZ, City Clerk

(SEAL)

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SIGNATURE PAGE FOR FIRST AMENDMENT

TO

OAKPORT JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the County of Clay, Minnesota, this 28th
day of August, 1990.

Arvid Thompson
ARVID THOMPSON, County Board Chair

ATTEST:

Pauline C Sarbaum
Pauline Sarbaum, Auditor

(SEAL)

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THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy
Attorneys at Law
512 Center Avenue
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-1
F:\KAH\TOWNSHIP\OKPTJPA1.AMD

STATE OF MINNESOTA. }
COUNTY OF CLAY. } ss.

I hereby certify that the within instrument was
filed in this office for record on the 24th
day of September A.D. 19 90 at 10:00
o'clock A. M. and was duly Recorded on
Micro Card # 434205

Theresa Roschuck
County Recorder

Deputy.

W.L. Guy III

COPY COUNTY MICROCARD
435650

SECOND AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 19th day of November, 1990, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That this Amendment is made to restate the list of Assigned Lots at Exhibit F to the Joint Powers Agreement pursuant to the requests of the property owners in question.

b. That the Restated List of Assigned Lots (attached to this Amendment as Exhibit F/G) supercedes in its entirety the lists at Exhibit F and Exhibit G to the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Second Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County covering the following described real estate:

(1) The real estate designated as Tract 2 in the Joint Powers Agreement:

(a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and,

- (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16);
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to point of beginning; and,
- (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and,
- (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and,
- (e) The portion of Section Eighteen (18) lying East and North of said river; and,
- (f) The portion of Section Nineteen (19) lying East and North of said river; and,
- (g) The portion of Section Twenty (20) lying North and East of said river; and,
- (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and,
- (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and,
- (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government Lot Three (3);
thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.

ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
thence South 2°45' East a distance of 8.52 chains (approximately 562.3 feet);
thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.

(1) The Moorhead Rod and Gun Club property described as two parcels:

i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41;
thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

(a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and,

- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16),
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning,
and,
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and,
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and
- (e) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-eight (28).

d. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

e. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Exhibits "F" and "G" to the Joint Powers Agreement shall be amended as follows:

a. Exhibits "F" and "G" to the Joint Powers Agreement shall be merged to form Exhibit "F/G" attached to this Amendment;

b. The entries listed on Schedule "A" to this Amendment have been added to Exhibits "F" and/or "G" to the Joint Powers Agreement and incorporated in Exhibit "F/G" attached to this Amendment.

c. The entries listed on Schedule "B" to this Amendment have been assigned new numbers.

d. The entries on Schedule "C" to this Amendment have been designated as receiving a zero assessment (indicating that said property will not be served by the sanitary sewer system).

Accordingly Exhibits "F" and "G" to the Joint Powers Agreement are hereby revoked in their entirety and Exhibit "F/G" attached to this Amendment is hereby adopted in their place and stead.

4. RATIFICATION. The Joint Powers Agreement, as amended by this Amendment, is hereby ratified and republished.

(The balance of this page has intentionally been left blank).

G. 1st Addition to Olde Trail Estates On Plat
H. Probstfield-Gesell No. 2 On Plat

- (ii) To the extent of conflict with this Section 10, any newly adopted covenants will control to the extent that said covenants are more restrictive than this Section.
- (iii) Any enforcement of covenants will be a private matter among the affected property owners.

* * * * *

4. RATIFICATION. The Joint Powers Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, as amended by this Amendment, are hereby ratified and republished.

(The balance of this page has intentionally been left blank).

STATE OF MINNESOTA, }
COUNTY OF CLAY. } ss.

I hereby certify that the within instrument was
filed in this office for record on the 17th
day of December A.D. 1991 at 8:35
o'clock A.M. and was duly Recorded on
Micro Card 444321

THIRD AMENDMENT

TO

1-11 P& James R. Jensen et al Mhd. Deputy
County Recorder

OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 18th day of November, 1991, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That this Amendment is made:

- (1) To expand Section 2 of the Joint Powers Agreement by adding a Paragraph mm. to Section 2; and,
- (2) To expand Paragraph c. of Section 10 of the Joint Powers Agreement by adding a Subparagraph (v).

c. That this Amendment:

- (1) Add Paragraph mm. to Section 2; and,
- (2) Supersede in its entirety the existing language as found in Section 10c of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Third Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

Revised 11/5/91

c. "Day Care Facility" shall mean any facility licensed by the State Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than twenty-four (24) hours per day, in a place other than the person's own home. Day care facilities include but are not limited to: family day care homes, group family care homes, day care centers, day nurseries, nursery schools, day-time activity centers, day treatment programs and day services.

d. "Essential Service" shall mean the erection, construction, alteration or maintenance by private or public utilities or municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, communication or water transmission, distribution, collection, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or municipal departments.

e. "First Amendment" shall mean the First Amendment to Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205.

f. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

(1) The real estate designated as Tract 2 in the Joint Powers Agreement:

- (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and,
- (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and,
- (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and,
- (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and,
- (e) The portion of Section Eighteen (18) lying East and North of said river; and,
- (f) The portion of Section Nineteen (19) lying East and North of said river; and,
- (g) The portion of Section Twenty (20) lying North and East of said river; and,
- (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and,
- (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and,
- (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of

the Southeast corner of Government Lot Three (3);
 thence West 200 feet on the North line of Government Lot Three (3);
 thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
 thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
 thence South 554.5 feet to the point of beginning.

- ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
 thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
 thence South $2^{\circ}45'$ East a distance of 8.52 chains (approximately 562.3 feet);
 thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
 thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.

- (1) The Moorhead Rod and Gun Club property described as two parcels:

- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
 thence South 456.9 feet on the West line of Section Thirty-three (33);
 thence East 286 feet;
 thence North 456.9 feet to the North line of Section Thirty-three (33);
 thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

- ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);

thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41; thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32); thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and,
- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and,
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and,
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and
- (e) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-eight (28).

g. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

h. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

i. "Residential Facility" shall mean any facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with twenty-four (24) hour per day substitute care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to: State institutions under the control of the commissioner of public welfare, foster homes, half-way houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

j. "Rural Residential" shall mean development characterized by:

- (1) Single family dwellings, and related accessory buildings sited in a relatively low density mode as provided in the Joint Powers Agreement; and
- (2) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

k. "Second Amendment" shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650.

l. "Single Family Dwelling" shall mean the meaning set forth in Title 10 of the Moorhead City Code, as amended from time to time.

3. AMENDMENT OF SECTION 2 AND SECTION 10. Section 2 and Section 10 of the Joint Powers Agreement shall be amended as follows:

a. The following Paragraph mm. shall be added to Section 2 of the Joint Powers Agreement:

* * * * *

mm. Development: Within Tract 3 will not mean the future construction or reconstruction of a single family homeowner-occupied residence to be located upon a lot presently occupied by a single family homeowner-occupied residence, nor the remodeling or addition to a single-family homeowner-occupied residence located upon a lot occupied by a single family homeowner-occupied residence, provided that under no circumstances will more than one principal structure occupy the lot. Notwithstanding Section 8, Paragraph a, of the Joint Powers Agreement, the building regulations of Clay County shall apply to any building activity undertaken pursuant to the exception created by this definition.

* * * * *

b. Paragraph c of Section 10 of the Joint Powers Agreement is hereby revoked in its entirety and the following Paragraph c is hereby inserted in its place and stead:

* * * * *

c. Permitted Uses: The following are permitted uses in the Rural Residential district:

- (i) Single family dwellings.
- (ii) Public parks and playgrounds.
- (iii) Essential services.
- (iv) Day Care Facilities serving twelve (12) or fewer persons and Residential Facilities serving six (6) or fewer persons.
- (v) Manufactured homes, subject to the following conditions:
 - A. All manufactured homes shall be constructed after June 15, 1976, and bear the HUD certification seal.
 - B. The minimum width of the main portion of the manufactured home shall be not less than twenty two feet (22), as measured across the narrowest portion.

C. All manufactured homes shall be placed on a permanent foundation in compliance with the Uniform Building Code adopted by Moorhead.

D. Tongues on all manufactured homes shall be removed (Ord. 771, 6-20-83)

Non-conforming manufactured housing currently located in Tract 2 and Tract 3 shall be permitted to remain in Tract 2 and Tract 3. However, upon the replacement of these non-conforming manufactured homes the replacement manufactured home shall conform to the foregoing requirements.

* * * * *

4. RATIFICATION. The Joint Powers Agreement, the First Amendment and the Second Amendment, as amended by this Amendment, are hereby ratified and republished.

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SIGNATURE PAGE FOR THIRD AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 5th day of November, 1991.



KEVIN L. CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

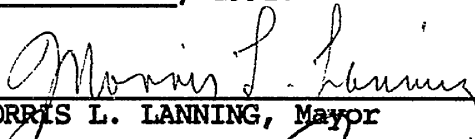
(SEAL)

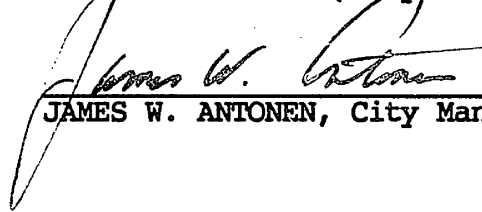
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SIGNATURE PAGE FOR THIRD AMENDMENT

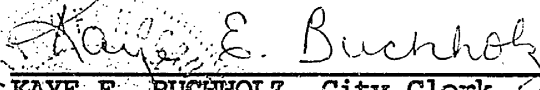
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 18th day of Nov., 1991.


MORRIS L. LANNING, Mayor


JAMES W. ANTONEN, City Manager

ATTEST:


KAYE E. BUCHHOLZ, City Clerk

(SEAL)

(The balance of this page has intentionally been left blank).

SIGNATURE PAGE FOR THIRD AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 10 day of November, 1991.

Alan Melby
ALAN MELBY, County Board Chair

ATTEST:

Pauline E. Sarbaum
PAULINE SARBAUM, Auditor

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy
512 Center Avenue
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-1
F:\LRR\TOWNSHIP\OAKJPA3.AMD

STATE OF MINNESOTA, } ss.
COUNTY OF CLAY.

I hereby certify that the within instrument was
filed in this office for record on the 11th
day of June A.D. 1992 at 8:25
o'clock A M., and was duly Recorded on
Micro Card # 449128

FOURTH AMENDMENT

TO

14-14 PL Sanhusital Mhd. Deputy.

Bonnie Bender
County Recorder

OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 1st day of
June, 1992, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That this Amendment is made:

- (1) To expand Section 2 of the Joint Powers Agreement by adding Paragraphs nn. and oo. to Section 2; and,
- (2) To amend Section 10 of the Joint Powers Agreement by restating 10f., 10j., 10n. and 10r.

c. That this Amendment:

- (1) Add Paragraphs nn. and oo. to Section 2; and,
- (2) Supersede in their entirety the existing language as found in Section 10f., 10j., 10n. and 10r. of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Fourth Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "Convenience Store" shall mean a food and fuel store easily accessible to the public for the purpose of limited purchases of:

- (1) food and grocery supplies intended primarily for off-premise consumption; and,

- (2) motor fuel and minor automobile services and accessories.

d. "Day Care Facility" shall mean any facility licensed by the State Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than twenty-four (24) hours per day, in a place other than the person's own home. Day care facilities include but are not limited to: family day care homes, group family care homes, day care centers, day nurseries, nursery schools, day-time activity centers, day treatment programs and day services.

e. "Farming" shall mean the producing or growing (but not the processing) of:

- (1) agricultural products;
- (2) farm animals and farm animal products;
- (3) milk; or,
- (4) fruit, vegetables, or other horticultural products.

f. "First Amendment" shall mean the First Amendment to Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205.

g. "Home Occupation" shall mean any occupation or profession engaged in by the occupant of a single family dwelling, which is clearly incidental or secondary to the residential use of the premises and does not change the character of said premises.

h. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

(1) The real estate designated as Tract 2 in the Joint Powers Agreement:

- (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and,
- (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and,
- (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and,
- (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and,
- (e) The portion of Section Eighteen (18) lying East and North of said river; and,
- (f) The portion of Section Nineteen (19) lying East and North of said river; and,
- (g) The portion of Section Twenty (20) lying North and East of said river; and,
- (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and,
- (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and,

- (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
- i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government Lot Three (3);
thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
thence South 2°45' East a distance of 8.52 chains (approximately 562.3 feet);
thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.
- (l) The Moorhead Rod and Gun Club property described as two parcels:
- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;

thence North 456.9 feet to the North line of Section Thirty-three (33); thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32); thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41; thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32); thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and,
- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and,
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and,
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and
- (e) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-eight (28).

i. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

j. "Kennel" shall mean any parcel on which four (4) or more dogs over the age of six months are kept, harbored owned or otherwise possessed, either on a commercial basis for sale, boarding, or breeding, or on a private basis for personal use, enjoyment or profit.

k. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

l. "Motor Fuel Station" shall mean a place where motor fuels are stored in tanks; where motor fuels, oils, lubricants and grease and minor automobile accessories are retailed to the public on the premises; and where other minor automobile services (but not including major automobile repair and rebuilding) are provided.

m. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

n. "Rural Residential" shall mean development characterized by:

(1) Single family dwellings, and related accessory buildings sited in a relatively low density mode as provided in the Joint Powers Agreement; and

(2) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

o. "Second Amendment" shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650.

p. "Third Amendment" shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321.

3. AMENDMENT OF SECTION 2 AND SECTION 10. Section 2 and Section 10 of the Joint Powers Agreement shall be amended as follows:

a. The following Section 2nn. and Section 2oo. shall be added to Section 2 of the Joint Powers Agreement:

* * * * *

nn. Commercial Business: shall mean any business enterprise, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990, as a permitted use under the Clay County Zoning Ordinance, but shall specifically exclude:

- (i) Convenience Stores;
- (ii) Day Care Facilities;
- (iii) Farming;
- (iv) Home Occupations;
- (v) Kennels;
- (vi) Motor Fuel Stations; and,
- (vii) Outdoor Recreation Facilities.

oo. Outdoor Recreational Facility: shall mean any facility, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, providing outdoor recreational opportunities and shall include rod and gun clubs, but shall exclude public parks.

* * * * *

b. Section 10f. of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10f. is hereby inserted in its place and stead:

* * * * *

f. Conditional Uses: The following uses will require a conditional use permit in the Rural Residential district.

(i) Governmental and publicly regulated utility buildings and structures necessary for the health, safety and general welfare of the Joint Powers Territory, provided that:

- A. Compatibility with the surrounding neighborhood is maintained and required setbacks and side yard requirements are met.
- B. Equipment is completely enclosed in a permanent structure with no outside storage.
- C. Adequate screening from neighboring uses and landscaping is provided as may be required by Title 10.
- D. The provisions on conditional use permits under Title 10 are met.

(ii) Public or semi-public recreational buildings and uses including golf courses, and neighborhood or community centers; public and private educational institutes limited to elementary, junior high and senior high school; and religious institutions such as churches, chapels, temples and synagogues, provided that:

- A. Side yards will be double that required for single family dwellings and will be a minimum of thirty (30) feet in length.
- B. Adequate screening from abutting residential uses and landscaping is provided in compliance with Title 10.
- C. Adequate off-street parking and access is provided on the site or on lots directly

abutting and directly across a street or alley to the principal use in compliance with Title 10 and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Title 10.

- D. Adequate off-street loading and service entrances are provided and regulated where applicable by Title 10.
- E. The provisions on conditional use permits under Title 10 are met.

(iii) Cemeteries, provided that:

- A. The site accesses on a minor arterial.
- B. The site is landscaped in accordance with Title 10.
- C. The provisions of Title 10 are met.

(iv) Height regulations of accessory buildings as regulated by Section 10l.

(v) Fences as regulated by Section 10m (i), (ii), and (iv).

(vi) Radio, microwave, television and similar towers as regulated by Section 10n.

(vii) Commercial uses as regulated by Section 10r.

* * * * *

c. Section 10j. of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10j. is hereby inserted in its place and stead:

* * * * *

j. Rear Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a rear yard for a distance of not more than three (3) feet.

- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding 42 inches in height, may extend twenty five (25) feet or half the distance into the required rear yard, whichever is less.
- (iii) Private garages, attached to a single family dwelling, may extend ten (10) feet into the required rear yard.

* * * * *

d. Section 10n. of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10n. is hereby inserted in its place and stead:

* * * * *

n. Radio, Microwave, Television and Similar Towers: Other than those in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, no commercial radio, microwave, television, and similar towers will be permitted in the Rural Residential district. No governmental radio, microwave, television, or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board. No personal or private radio, microwave, television, or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board, including the Board finding that, in the event of the tower falling, the tower will not land in or upon a parcel of another property owner.

* * * * *

e. Section 10r. of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10r. is hereby inserted in its place and stead:

* * * * *

10r. No Commercial Uses Except by Conditional Use Permit: No commercial uses will be permitted in the Rural Residential District, except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Commercial Businesses (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (ii) Outdoor Recreation Facilities (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (iii) Convenience Stores; and,
- (iv) Motor Fuel Stations.


* * * * *

4. RATIFICATION. The Joint Powers Agreement, the First Amendment, the Second Amendment, and the Third Amendment, as amended by this Amendment, are hereby ratified and republished.

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SIGNATURE PAGE FOR FOURTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 1 day of June, 1992.



KEVIN L. CAMPBELL, Town Board Chair

ATTEST:



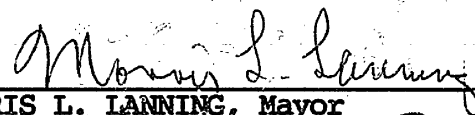
CAROL M. KUEHL, Town Clerk

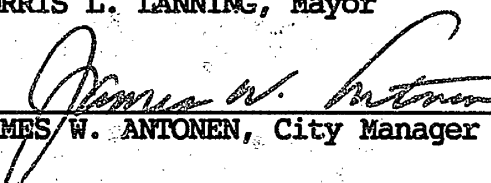
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SIGNATURE PAGE FOR FOURTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 3 day of June, 1992.


MORRIS L. LANNING, Mayor


JAMES W. ANTONEN, City Manager

ATTEST:



KAYE E. BUCHHOLZ, City Clerk

(SEAL)

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SIGNATURE PAGE FOR FOURTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 9th day of June, 1992.



DIANE R. MEYER, County Board Chair

ATTEST:



PAULINE SARBAUM, Auditor

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy
512 Center Avenue
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-1
F:\LRR\TOWNSHIP\OAKJPA4.AMD

FIFTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 10th day of January, 1994, by and among Moorhead, Oakport and Clay County.

1. **RECITALS.** For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That this Amendment is made to amend and restate Section 10 of the Joint Powers Agreement.

c. That this Amendment supersede in its entirety the existing language as found in Section 10 of the Joint Powers Agreement.

2. **DEFINITIONS.** For the purposes of this Amendment:

a. "Amendment" shall mean this Fifth Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "First Amendment" shall mean the First Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205.

d. "Fourth Amendment" shall mean the Fourth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated June 1,

1992, and recorded in the office of the Clay County Recorder on June 11, 1992, at Microcard No. 449128.

e. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

(1) The real estate designated as Tract 2 in the Joint Powers Agreement:

- (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and
- (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and
- (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and
- (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and
- (e) The portion of Section Eighteen (18) lying East and North of said river; and
- (f) The portion of Section Nineteen (19) lying East and North of said river; and
- (g) The portion of Section Twenty (20) lying North and East of said river; and
- (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and

- (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and
- (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3); thence West 200 feet on the North line of Government Lot Three (3); thence North 554.5 feet parallel to the East line of Section Twenty-nine (29); thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29); thence South 554.5 feet to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4); thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4); thence South 2°45' East a distance of 8.52 chains (approximately 562.3 feet); thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29); thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.
- (l) The Moorhead Rod and Gun Club property described as two parcels:

- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.
- ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41;
thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and
- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16),
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning, and
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and

(e) The West Half of the East Half (W½E½) of Section Twenty-eight (28).

f. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

g. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

h. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

i. "Rural Residential" shall mean development characterized by:

- (1) Single family dwellings, and related accessory buildings sited in a relatively low density mode as provided in the Joint Powers Agreement; and
- (2) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

j. "Second Amendment" shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650.

k. "Third Amendment" shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321.

3. AMENDMENT OF SECTION 10 Section 10 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10 is hereby inserted in its place and stead:

* * * * *

10. ZONING REGULATIONS - RURAL RESIDENTIAL

Moorhead, Oakport, and Clay County agree that the Joint Powers Territory will be governed by Title 10 as modified by this Section. Tract 2 of the Joint Powers Territory and that portion of Tract 3 of the Joint Powers Territory lying West of the Burlington Northern, Inc., right of way will be zoned as a Rural Residential district.

a. Purpose: It is the purpose of the Rural Residential district:

- (i) to preserve the Rural Residential character of the district;
- (ii) to provide for orderly development and areas to achieve orderly transition from rural to urban uses within the district;
- (iii) to develop single family residential dwellings;
- (iv) to provide reasonable standards for above referenced development;
- (v) to allow for continuation of existing agricultural uses within the district; and
- (vi) to prohibit the use of land which would be incompatible with or detrimental to the essential residential character of the district.

b. Construction and Administration: In construing and administering this Section:

- (i) it is recognized that the Joint Powers Territory is unique in character from other areas within Moorhead; and
- (ii) the Rural Residential nature of the Joint Powers Territory will be maintained and preserved.

c. Permitted Uses. The following are permitted uses in the Rural Residential district:

- (i) Single family dwellings.
- (ii) Public parks and playgrounds.

- (iii) Essential services.
- (iv) Day Care Facilities serving twelve (12) or fewer persons and Residential Facilities serving six (6) or fewer persons.

d. Accessory Uses. The following are permitted accessory uses in a Rural Residential district:

- (i) Private garages, parking spaces and car ports for licensed and operable passenger cars and non-commercial trucks not to exceed a gross weight of twelve thousand (12,000) pounds, as regulated by Section 10r of the Joint Powers Agreement. Private garages are intended for use to store the private passenger vehicles of the family or families resident upon the premises. No commercial business service or industrial use may be conducted. Such space can be rented to non-commercial vehicles, trailers, or equipment if sufficient off-street parking in full compliance with Title 10 is provided elsewhere on the property.
- (ii) Recreational vehicles and equipment.
- (iii) Home occupations as regulated by Title 10.
- (iv) Non-commercial greenhouses and conservatories.
- (v) Private swimming pool, tennis courts and other recreational facilities which are operated for the enjoyment and convenience of the residents of the principal use and their guests.
- (vi) Tool houses, sheds and similar buildings for storage of domestic supplies and non-commercial recreational equipment.
- (vii) The keeping of animals as regulated by this Joint Powers Agreement.

e. Planned Unit Development. No planned unit development will be permitted within the Joint Powers Territory.

f. Conditional Uses. The following uses will require a conditional use permit in the Rural Residential district.

- (i) **Governmental and publicly regulated utility buildings and structures necessary for the health, safety and general welfare of the Joint Powers Territory provided that:**
- A. **Compatibility with the surrounding neighborhood is maintained and required setbacks and side yard requirements are met.**
 - B. **Equipment is completely enclosed in a permanent structure with no outside storage.**
 - C. **Adequate screening from neighboring uses and landscaping is provided as may be required by Title 10.**
 - D. **The provisions on conditional use permits under Title 10 are met.**
- (ii) **Public or semi-public recreational buildings and uses including golf courses, and neighborhood or community centers; public and private educational institutes limited to elementary, junior high and senior high schools; and religious institutions such as churches, chapels, temples and synagogues, provided that:**
- A. **Side yards will be double that required for single family dwellings and will be a minimum of thirty (30) feet in length.**
 - B. **Adequate screening from abutting residential uses and landscaping is provided in compliance with Title 10.**
 - C. **Adequate off-street parking and access is provided on the site or on lots directly abutting and directly across a street or alley to the principal use in compliance with Title 10 and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Title 10.**
 - D. **Adequate off-street loading and service entrances are provided and regulated where applicable by Title 10.**
 - E. **The provisions on conditional use permits under Title 10 are met.**
- (iii) **Cemeteries, provided that:**
- A. **The site accesses on a minor arterial.**

B. The site is landscaped in accordance with Title 10.

C. The provisions of Title 10 are met.

(iv) Height regulations of accessory buildings as regulated by Section "l" of this Title.

(v) Fences as regulated by Section 10 "m" (i), (ii), and (iv) of this Title

(vi) Radio, Microwave, Television, and Similar Towers as regulated by Section 10 "n" of this Title.

(vii) Commercial uses as regulated by Section 10r.

g. Lot Requirements and Setbacks: The following minimum requirements will be observed in the Rural Residential district:

(i) Lot Area: Twenty-one thousand seven hundred eighty (21,780) square feet.

(ii) Lot Width: One hundred forty-five (145) feet.

(iii) Setbacks:

A. Front Yards: Not less than fifty (50) feet.

B. Side Yards:

1. Interior Lots: Not less than thirty (30) feet each.

2. Corner Lots: Not less than fifty (50) feet on the side yard abutting a street.

C. Rear Yards:

1. Principal Building: Fifty (50) feet.

2. Accessory Building: Accessory buildings within the Rural Residential district may not encroach into the required front yard setback but may encroach into the required side and rear yard setbacks within the rear yard of a single family dwelling. However, no such encroachment may occur on a required easement or in a required side yard setback abutting a street in the case of a corner lot.

h. Front Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may project over a front yard not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend ten (10) feet into a required front yard where a fifty (50) foot front yard is required and five (5) feet where lesser front yards are required.

i. Side Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a side yard for distance of not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend half the distance or fifteen (15) feet into the required side yard, whichever is less.
- (iii) Accessory buildings, when located not less than seventy (70) feet from the front property line or when the accessory building is not more than thirty-five (35) feet from the rear lot line, may extend to within three (3) feet of an inside lot line.

j. Rear Yard Exceptions.

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a rear yard for a distance of not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend twenty-five (25) feet or half the distance into the required rear yard, whichever is less.
- (iii) Accessory buildings when located not less than seventy (70) feet from the front property line may extend to within three (3) feet of a rear lot line.

k. Maximum Site Coverage. No structure or combination of structures will occupy more than twenty-five (25%) percent of the lot area.

l. Height Requirements.

- (i) Principal Building: Thirty-five (35) feet.
- (ii) Accessory Building: Sixteen (16) feet unless otherwise allowed pursuant to a conditional use permit issued by the Joint Powers Board.

m. Fences:

- (i) No sight-obscuring fence over forty-eight (48) inches in height will be erected within the front yard of any single family residential lot without obtaining a conditional use permit from the Joint Powers Board.
- (ii) No fence will exceed a height of eight (8) feet without first obtaining a conditional use permit from the Joint Powers Board.
- (iii) No permanent fence will be erected on a road right of way or within the confines of the ditch back slope.
- (iv) No electric fence will be allowed in the Rural Residential district except by conditional use permit for the control of farm animals upon the Joint Powers Board findings:
 - A. A need exists for an electric fence to control farm animals that cannot be met by other means without undue hardship;
 - B. The electric fence will conform in all respects to state regulations for electrical wiring and will be energized only with Underwriters Laboratories approved equipment;
 - C. The electric fence in or adjacent to a plated area will be marked by warning signs every fifty (50) feet.

n. Radio, Microwave, Television and Similar Towers: No commercial radio, microwave, television, and similar towers will be permitted in the Rural Residential district. No governmental radio, microwave, television or similar towers will be permitted in the Rural Residential district without a

conditional use permit from the Joint Powers Board. No personal or private radio, microwave, television or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board, including the Board finding that, in the event of the tower falling, the tower will not land in or upon a parcel of another property owner:

o. Trees:

- (i) It is the duty of all property owners to keep their trees along streets and sidewalks trimmed in such manner so as to prevent the trees from interfering with travel on such streets or sidewalks.
- (ii) No property owner will plant or allow to grow any tree, shrub, or other vegetable growth except lawn grass on any street right-of-way or within confines of the ditch back slope adjacent to such street.
- (iii) Shelterbelts will not be planted closer than one hundred twenty-five (125) feet from center of a street.
- (iv) Farmland windbreaks, when planted North and West of a street, must stay one hundred (100) feet away from center of the street.

p. Parking Requirements. Parking requirements within the Joint Powers Territory will be in accordance with Title 10.

q. Home Occupations: Home occupations within the Rural Residential district will be governed by Title 10 except for home occupations accessory to farming within the Rural Residential district which will be governed by Section 10s of the Joint Powers Agreement as agricultural uses.

r. No Commercial Uses Except by Conditional Use Permit: No commercial uses will be permitted in the Rural Residential district except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Convenience Store

(ii) Motor Fuel Station

s. Agricultural Uses: Agricultural uses currently within the Rural Residential district will be allowed to continue as nonconforming uses, but no future new agricultural uses will be permitted within the Rural Residential district. Agricultural uses, by way of example but not limitation, will include the keeping of farm animals, the maintaining of a stable, and engaging in farming.

t. Industrial Uses: Industrial uses will not be permitted within the Rural Residential district.

u. Regulation of Non-conforming Lots (Including any Nonconforming Single Family Residential Lot), Uses, Buildings, and Structures: Regulation of non-conforming lots (including any nonconforming single family residential lot), uses, buildings, and structures within the Rural Residential district will be governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the Rural Residential district on any non-conforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five (75%) percent of the minimum requirements imposed by Title 10.
- (iii) The sideyard and front yard setback requirements imposed by Title 10.

v. Keeping Animals: The following animals may be kept in the Rural Residential district:

- (i) Domestic animals except that no domestic animals may be kept for commercial purposes in the Rural Residential district, including that no pet shop or kennel will be maintained in the Rural Residential district.

- (ii) Farm animals in existence on the effective date of the Joint Powers Agreement may be kept as a continuing nonconforming agricultural use pursuant to Section 10s of this Joint Powers Agreement. Keeping of such farm animals, including the use of any building or structures for such purpose, will be required to comply with all applicable Clay County regulations in existence on the effective date of this Joint Powers Agreement.
- (iii) With the exception of the animals allowed to be kept in accordance with Section 10v(i) and 10v(ii), no other animals, including exotic animals, will be allowed in the Rural Residential district.
- (iv) Animals may not be kept if they cause a nuisance or endanger the health, safety or general welfare of the community within the Rural Residential district.

w. Moorhead Administrative, General and Special Zoning Provisions: The administrative, general, and special zoning provisions under Title 10 as modified by this Section have been extended into the Joint Powers Territory in accordance with Section 8 of the Joint Powers Agreement. These provisions include by way of example and not limitation regulations addressing the following subjects:

- (i) Zoning Definitions;
- (ii) Conditional Use Permits;
- (iii) Variances;
- (iv) Non-conforming Lots, Buildings, Structures and Uses;
- (v) Parking Requirements;
- (vi) Site/Building Plan Review;
- (vii) Home Occupations;
- (viii) Day Care Nursery Facilities;
- (ix) Signs;
- (x) Essential Services;
- (xi) Communication Reception/Transmission Devices;

- (xii) **Manufactured Housing; and**
- (xiii) **Floodway and Flood Fringe Overlay Districts;**

x. Covenants:

(i) **To the extent of conflict with this Section 10, the following existing covenants will control:**

	<u>Microfilm Number</u>
A. Brentwood Acres	323297
B. Brentwood Acres 2nd Subd.	337992
C. Country Heritage Replat	333882
D. Oakwood Manor Book 3109 Misc. page 119	
E. McCanns 1st Subd.	379441
F. Olde Trail Estates	On Plat
G. 1st Addition to Olde Trail Estates	On Plat
H. Probstfield-Gesell No. 2	On Plat

(ii) **To the extent of conflict with this Section 10, any newly adopted covenants will control to the extent that said covenants are more restrictive than this Section.**

(iii) **Any enforcement of covenants will be a private matter among the affected property owners.**

* * * * *

4. **RATIFICATION.** The Joint Powers Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, as amended by this Amendment, are hereby ratified and republished.

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SIGNATURE PAGE FOR FIFTH AMENDMENT

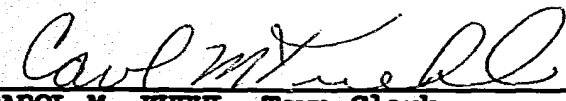
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 6th day of December, 1993.



KEVIN L. CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

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SIXTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 5th day of April, 1994, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That this Amendment is made to amend and restate Section 10 of the Joint Powers Agreement.

c. That this Amendment supersede in its entirety the existing language as found in Section 10 of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Sixth Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "First Amendment" shall mean the First Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205.

d. "Fourth Amendment" shall mean the Fourth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated June 1,

1992, and recorded in the office of the Clay County Recorder on June 11, 1992, at Microcard No. 449128.

e. "Fifth Amendment" shall mean the Fifth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated January 10, 1994, and recorded in the Office of the Clay County Recorder on January 19, 1994 at Microcard No. 468798.

f. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

- (1) The real estate designated as Tract 2 in the Joint Powers Agreement:
 - (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and
 - (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and
 - (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and
 - (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and
 - (e) The portion of Section Eighteen (18) lying East and North of said river; and
 - (f) The portion of Section Nineteen (19) lying East and North of said river; and

- (g) The portion of Section Twenty (20) lying North and East of said river; and
- (h) The portion of the West Half ($W\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and
- (i) The portion of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and
- (j) The portion of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3); thence West 200 feet on the North line of Government Lot Three (3); thence North 554.5 feet parallel to the East line of Section Twenty-nine (29); thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29); thence South 554.5 feet to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4); thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4); thence South $2^{\circ}45'$ East a distance of 8.52 chains (approximately 562.3 feet); thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29); thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.

- (1) The Moorhead Rod and Gun Club property described as two parcels:
- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41;
thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.
- (2) The real estate designated as Tract 3 in the Joint Powers Agreement:
- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and
 - (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16),
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning, and
 - (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and

(d) The West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section Twenty-one (21), and

(e) The West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section Twenty-eight (28).

g. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

h. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

i. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

j. "Rural Residential" shall mean development characterized by:

- (1) Single family dwellings, and related accessory buildings sited in a relatively low density mode as provided in the Joint Powers Agreement; and
- (2) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

k. "Second Amendment" shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650.

l. "Third Amendment" shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321.

3. AMENDMENT. Section 2 and Section 10 of the Joint Powers Agreement shall be amended and restated:

a. Section 2 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 2 is hereby inserted in its place and stead:

* * * * *

2. DEFINITIONS.

For the purposes of this Joint Powers Agreement, the following definitions mean:

a. Animals. Will mean any domestic, farm, or exotic animals as defined below:

- (i) Domestic Animals: Will mean house pets such as dogs, cats, and birds (not including chickens, geese, turkeys, or other domestic fowl) which can be contained within a single family dwelling throughout the entire year, provided that the containment can be accomplished without professional modifications to the structure. In addition, domestic animals will mean pigeons and rabbits normally sheltered outside the home.
- (ii) Farm Animals: Will mean cattle, hogs, bees, sheep, goats, chickens, turkeys, horses, and other animals, commonly accepted as farm animals in the State of Minnesota.
- (iii) Exotic Animals: Will mean any animal which is not a domestic or farm animal, including by way of example and not limitation, wolves and bears.

b. Bikeway: Will mean a shared vehicular right-of-way designated as such by signs placed on vertical posts or stenciled on pavement.

c. Bike/Pedestrian Path: Will mean a hard surface trail or path not to exceed ten (10) feet in width constructed and maintained by Moorhead within the bike/pedestrian easement.

d. Bike/Pedestrian Easement: Will mean a fifty (50) foot easement for the development of a bike/pedestrian path and for maintenance of the river bank over the parcels in the Joint Powers Territory which abut the Red River.

e. Cemetery: Will mean a site or property set apart for the burial or interment of the dead.

f. Clay County: Will mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

g. Commercial Business: Shall mean any business enterprise, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990, as a permitted use under the Clay County Zoning Ordinance, but shall specifically exclude:

- (i) Convenience Stores;
- (ii) Day Care Facilities;
- (iii) Farming;
- (iv) Home Occupations;
- (v) Kennels;
- (vi) Motor Fuel Stations; and,
- (vii) Outdoor Recreation Facilities.

h. Convenience Store: Will mean a food and fuel store easily accessible to the public for the purpose of limited purchases of:

- (i) food and grocery supplies intended primarily for off-premise consumption; and,
- (ii) motor fuel and minor automobile services and accessories.

i. Day Care Facility: Will mean any facility licensed by the State Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than twenty-four (24) hours per day, in a place other than the

person's own home. Day care facilities include but are not limited to: family day care homes, group family care homes, day care centers, day nurseries, nursery schools, day-time activity centers, day treatment programs and day services.

j. Development: Within Tract 3 will not mean the future construction or reconstruction of a single family homeowner-occupied residence to be located upon a lot presently occupied by a single family homeowner-occupied residence, nor the remodeling or addition to a single-family homeowner-occupied residence located upon a lot occupied by a single family homeowner-occupied residence, provided that under no circumstances will more than one principal structure occupy the lot. Notwithstanding Section 8, Paragraph a, of the Joint Powers Agreement, the building regulations of Clay County shall apply to any building activity undertaken pursuant to the exception created by this definition.

k. Essential Service: Will mean the erection, construction, alteration or maintenance by private or public utilities or municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, communication or water transmission, distribution, collection, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or municipal departments.

l. Farming: Will mean the producing or growing (but not the processing) of:

- (i) agricultural products;
- (ii) farm animals and farm animal products;

(iii) milk; or

(iv) fruit, vegetables, or other horticultural products.

m. Home Occupation: Will mean any occupation or profession engaged in by the occupant of a single family dwelling, which is clearly incidental or secondary to the residential use of the premises and does not change the character of said premises.

n. Horse: A four-legged, solid-hoofed animal, domesticated for riding, racing, showing and carrying/pulling loads.

o. Horse Unit: Any horse, no matter its age, including newborns.

p. Joint Powers Agreement: Will mean this Oakport Joint Powers Agreement.

q. Joint Powers Board: Will mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under this Joint Powers Agreement.

r. Joint Powers Territory: Will mean that portion of the orderly annexation area previously established by Moorhead and Oakport as Tract 2 and Tract 3 in their Memorandum of Agreement legally described in Exhibit B and Exhibit C, respectively, and generally described as follows:

Tract 2 - Generally that portion of the developed area of Oakport lying South of the center line of Clay County Road 93 and between Tract 1 and Tract 3 and the Red River, which includes the Moorhead Rod and Gun Club, and including the residential real estate owned by Palmer Nymark lying South and West of M. B. Johnson Park.

Tract 3 - A corridor extending one quarter mile to the East of the center line of U. S. Highway 75; from the proposed boundary of Tract 1 on the South to the center line of Clay County Road 93 on the North; together with the agricultural area lying between the U. S. Highway 75 corridor on the East and Tract 2 on the West.

In the event of conflict between the legal descriptions in Exhibit B and Exhibit C and the general descriptions, the legal descriptions in the exhibits will control.

s. Joint Resolution: Will mean the Joint Resolution between Moorhead and Oakport designating an area for orderly annexation pursuant to Minnesota Statute Section 414.0325, which includes Tract 2 and Tract 3 of the Joint Powers Territory which is hereby attached to and made a part of this Joint Powers Agreement as Exhibit D.

t. Kenel: Will mean any parcel on which four (4) or more dogs over the age of six months are kept, harbored, owned or otherwise possessed, either on a commercial basis for sale, boarding, or breeding, or on a private basis for personal use, enjoyment or profit.

u. Memorandum of Agreement: Will mean the September 25, 1989, Memorandum of Agreement between Moorhead and Oakport providing for the Joint Powers Agreement between Moorhead, Oakport, and Clay County to define the relations among the parties, provide for the exercise of joint powers within the Joint Powers Territory, and create the Joint Powers Board.

v. Moorhead: Will mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

w. Moorhead Public Service Commission: Will mean a board to which the control, management, and operation of all city water and electrical systems have been committed by the Moorhead City Charter.

x. Motor Fuel Station: Will mean a place where motor fuels are stored in tanks; where motor fuels, oils, lubricants and grease and minor automobile accessories are retailed to the public on the premises; and where other minor

automobile services (but not including major automobile repair and rebuilding) are provided.

y. Nonconforming Structure, Use, or Lot: Will mean a building, structure, premise, or use lawfully established prior to the execution of this Joint Powers Agreement which does not now conform with the applicable conditions or provisions of this Joint Powers Agreement for the Rural Residential district or a building, structure, premise, or use which was a lawfully established conforming use prior to an amendment to the Joint Powers Agreement and which does not conform with the applicable conditions or provisions of this Joint Powers Agreement for the Rural Residential district after said amendment.

z. Oakport: Will mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

aa. Outdoor Recreational Facility: Shall mean any facility, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, providing outdoor recreational opportunities and shall include rod and gun clubs, but shall exclude public parks.

bb. Property Owner. Will mean the owner(s) of a parcel(s) within the Joint Powers Territory.

cc. Parcel: Will mean a part or portion of land recorded as property of its owner in the office of the Clay County Recorder.

dd. Recreational Vehicle: Will mean a manufactured home less than thirty (30) feet in overall length, including those which telescope or fold down, chassis mounted campers, house cars, motor homes, tent trailers, slip-in-campers, (those mounted in a pickup truck or similar vehicle), converted

buses, and converted vans used primarily for recreational purposes. Cars used for racing will not be included within this definition.

ee. Residential Facility: Will mean any facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with twenty-four (24) hour per day substitute care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to: State institutions under the control of the commissioner of public welfare, foster homes, half-way houses, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children.

ff. Rural Residential: Will mean development characterized by:

- (i) Single family dwellings, and related accessory buildings sited in a relatively low density mode as provided in this Joint Powers Agreement; and,
- (ii) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

gg. School: Will mean a building used for the purpose of elementary or secondary education which meets all the requirements of compulsory education laws of the State of Minnesota, and not providing residential accommodations.

hh. Single Family Dwelling: Will mean the meaning set forth in Title 10.

ii. Single Family Residential Lot: Will mean a parcel (which is part of a subdivision, the plat of which has been recorded in the office of the Clay County Recorder, or a parcel described by metes and bounds or otherwise described separately from adjacent real estate, the deed to which has been

recorded in the office of the Clay County Recorder prior to January 1, 1989) to be used for the construction of a single family dwelling and accessory buildings (which parcel is depicted in the drawings contained in Exhibit E), and which will be either an:

- (i) "Assigned Lot". Which will mean those parcels (all of which are listed on Exhibit F) which are eligible for hook-up and to whose owners a hook-up permit will be issued by Oakport upon compliance with such requirements as may be established by the Oakport Joint Powers Board; or an
- (ii) "Unassigned Lot". Which will mean those parcels (all of which are listed on Exhibit G) which are eligible for hook-up and to whose owners a hook-up permit may be issued by the Oakport Joint Powers Board upon a determination by the Oakport Joint Powers Board that the parcel and the proposed development of the parcel will comply with the zoning regulations, land use regulations, building regulations and subdivision regulations applicable to Tract 2 of the Joint Powers Territory.

jj. Stable - Commercial/Boarding: The keeping, having, or maintaining of a stable for the boarding of one (1) or more horses which belong to the property owner and a person(s) other than the owner of the stable.

kk. Stable - Private: The keeping, having, or maintaining of a stable for the boarding of one (1) or more horses all of which belong to the owner of the stable.

ll. Street: Will mean a public right-of-way for vehicle traffic whether designated as a highway, thoroughfare, arterial, parkway, collector, thoroughway, town road, roadway, cartway, avenue, boulevard, lane, place, drive, court, or otherwise designated, which has been dedicated or deeded to the public for public use and which affords principal means of access to abutting property.

mm. Title 10: Will mean Title 10 of the Moorhead City Code, as such Title is in effect as of the effective date of this Joint Powers Agreement and as such Title may be amended from time to time pursuant to Section 8e of this Joint Powers Agreement.

nn. Title 11: Will mean Title 11 of the Moorhead City Code, as such Title is in effect as of the effective date of this Joint Powers Agreement and as such Title may be amended from time to time pursuant to Section 8e of this Agreement.

oo. Waste Water Collection System: Will mean a sanitary sewer collection system which includes, but is not limited to the following: manholes, main sewer lines -- both gravity and force mains; sanitary lift stations including structure, pumps, motors, alarm systems, telemetry systems for monitoring, emergency generator electrical connections, in addition to the above stated items, all other applicable appurtenances normal to a sanitary sewer collection system will be included.

pp. Wastewater Services: Will mean the sewer pipes and fittings, devices, and structures and appurtenances thereto needed to collect wastewater from the point of entry in a parcel to the main sewer line.

qq. Water Distribution System: Will mean a central water distribution system including, but not limited to: Water mains, valves, hydrants, valve boxes, water storage facilities, telemetry system, and in addition, all appurtenances normal to a full water distribution system for domestic water use and fire protection.

rr. Water Services: Will mean the pipe and fittings and devices needed to convey water from the water main to the point of entry in a premises,

consisting of the following: Corporation, tapping sleeves and valves, curb stop, curb boxes, gate valve boxes, and meter spout valves.

* * * * *

b. Section 10 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10 is hereby inserted in its place and stead:

* * * * *

10. ZONING REGULATIONS - RURAL RESIDENTIAL

Moorhead, Oakport, and Clay County agree that the Joint Powers Territory will be governed by Title 10 as modified by this Section. Tract 2 of the Joint Powers Territory and that portion of Tract 3 of the Joint Powers Territory lying West of the Burlington Northern, Inc., right of way will be zoned as a Rural Residential district.

a. Purpose: It is the purpose of the Rural Residential district:

- (i) to preserve the Rural Residential character of the district;
- (ii) to provide for orderly development and areas to achieve orderly transition from rural to urban uses within the district;
- (iii) to develop single family residential dwellings;
- (iv) to provide reasonable standards for above referenced development;
- (v) to allow for continuation of existing agricultural uses within the district; and
- (vi) to prohibit the use of land which would be incompatible with or detrimental to the essential residential character of the district.

b. Construction and Administration: In construing and administering this Section:

- (i) it is recognized that the Joint Powers Territory is unique in character from other areas within Moorhead; and
- (ii) the Rural Residential nature of the Joint Powers Territory will be maintained and preserved.

c. Permitted Uses. The following are permitted uses in the Rural Residential district:

- (i) Single family dwellings.
- (ii) Public parks and playgrounds.
- (iii) Essential services.
- (iv) Day Care Facilities serving twelve (12) or fewer persons and Residential Facilities serving six (6) or fewer persons.

d. Accessory Uses. The following are permitted accessory uses in a Rural Residential district:

- (i) Private garages, parking spaces and car ports for licensed and operable passenger cars and non-commercial trucks not to exceed a gross weight of twelve thousand (12,000) pounds, as regulated by Section 10r of the Joint Powers Agreement. Private garages are intended for use to store the private passenger vehicles of the family or families resident upon the premises. No commercial business service or industrial use may be conducted. Such space can be rented to non-commercial vehicles, trailers, or equipment if sufficient off-street parking in full compliance with Title 10 is provided elsewhere on the property.
- (ii) Recreational vehicles and equipment.
- (iii) Home occupations as regulated by Title 10.
- (iv) Non-commercial greenhouses and conservatories.
- (v) Private swimming pool, tennis courts and other recreational facilities which are operated for the enjoyment and convenience of the residents of the principal use and their guests.
- (vi) Tool houses, sheds and similar buildings for storage of domestic supplies and non-commercial recreational equipment.

(vii) **The keeping of animals as regulated by this Joint Powers Agreement.**

e. **Planned Unit Development.** No planned unit development will be permitted within the Joint Powers Territory.

f. **Conditional Uses.** The following uses will require a conditional use permit in the Rural Residential district.

(i) **Governmental and publicly regulated utility buildings and structures necessary for the health, safety and general welfare of the Joint Powers Territory provided that:**

A. **Compatibility with the surrounding neighborhood is maintained and required setbacks and side yard requirements are met.**

B. **Equipment is completely enclosed in a permanent structure with no outside storage.**

C. **Adequate screening from neighboring uses and landscaping is provided as may be required by Title 10.**

D. **The provisions on conditional use permits under Title 10 are met.**

(ii) **Public or semi-public recreational buildings and uses including golf courses, and neighborhood or community centers; public and private educational institutes limited to elementary, junior high and senior high schools; and religious institutions such as churches, chapels, temples and synagogues, provided that:**

A. **Side yards will be double that required for single family dwellings and will be a minimum of thirty (30) feet in length.**

B. **Adequate screening from abutting residential uses and landscaping is provided in compliance with Title 10.**

C. **Adequate off-street parking and access is provided on the site or on lots directly abutting and directly across a street or alley to the principal use in compliance with Title 10 and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Title 10.**

- D. Adequate off-street loading and service entrances are provided and regulated where applicable by Title 10.
- E. The provisions on conditional use permits under Title 10 are met.

(iii) Cemeteries, provided that:

- A. The site accesses on a minor arterial.
- B. The site is landscaped in accordance with Title 10.
- C. The provisions of Title 10 are met.

(iv) Private stable or commercial/boarding stable, provided that:

- A. The parcel of property is located within Tract 2 of the Oakport Joint Powers Agreement and had horses and/or a stable, barn or other horses keeping facilities in existence on the adoption date of the Oakport Joint Powers Agreement, February 15, 1990.
- B. Minimum Parcel Size:
 - 1. Private Stable. A parcel of property of at least two (2) acres (87,120 square feet); one acre of which is dedicated solely for residential use and one acre as undeveloped, open space, suitable for grazing.
 - 2. Commercial/Boarding Stable. A parcel of property of at least five (5) acres; one acre of which is dedicated solely for residential use and three acres as undeveloped, open space, suitable for exercising.
 - 3. Exception. An exception to Section 2f(iv)B2 may be considered for those commercial/boarding stables that do not meet acreage requirement.
- C. The number of horses permitted shall be based on the acreage of the parcel that is used as a horse enclosure.
- D. All structures and horse enclosures used for the keeping, housing, or maintaining of horses, and areas used for the stockpiling of manure, shall be located in the rear yard a minimum of One Hundred Fifty (150) feet away from any residential structure

except that of the owner or setback 75 feet from any property line of an adjacent vacant lot and shall be fenced.

- E. An exception to Section 2f(iv)D may be considered for any parcel which does not meet the One Hundred Fifty (150) or Seventy-five (75) foot setback requirements.
 - F. Conditional Use Permits must meet all requirements of Section 10-4-3E of the Moorhead Zoning Ordinance.
 - G. Fences shall be required for containment of all horses and must be provided as a physical barrier from residential uses and the horse stable. Fences may be either a post and rail, a smooth wire, a single strand wire electrical fence or a style approved by the Joint Powers Board, except for barbed wire fences which are prohibited. All fences must conform to the requirements stated within Section 10-10-6 A, B & C of the Moorhead Zoning Ordinance.
 - H. Fences shall not obstruct natural drainage.
 - I. Fences shall maintain the traffic visibility requirements of Section 10-10-8 of Title 10, Moorhead Zoning Ordinance.
 - J. All manure and other horse wastes must be removed to meet all Clay County sanitary and health standards.
 - K. All drainage and/or runoff must be contained on-site and not affect adjacent properties. A grading plan may be required for review by the Joint Powers Board and its engineers.
- (v) Height regulations of accessory buildings as regulated by Section "l" of this Title.
 - (vi) Fences as regulated by Section 10 "m" (i), (ii), and (iv) of this Title
 - (vii) Radio, Microwave, Television, and Similar Towers as regulated by Section 10 "n" of this Title.
 - (viii) Commercial uses as regulated by Section 10r.
- g. Lot Requirements and Setbacks: The following minimum requirements will be observed in the Rural Residential district:

- (i) Lot Area: Twenty-one thousand seven hundred eighty (21,780) square feet.
- (ii) Lot Width: One hundred forty-five (145) feet.
- (iii) Setbacks:
 - A. Front Yards: Not less than fifty (50) feet.
 - B. Side Yards:
 - 1. Interior Lots: Not less than thirty (30) feet each.
 - 2. Corner Lots: Not less than fifty (50) feet on the side yard abutting a street.
 - C. Rear Yards:
 - 1. Principal Building: Fifty (50) feet.
 - 2. Accessory Building: Accessory buildings within the Rural Residential district may not encroach into the required front yard setback but may encroach into the required side and rear yard setbacks within the rear yard of a single family dwelling. However, no such encroachment may occur on a required easement or in a required side yard setback abutting a street in the case of a corner lot.

h. Front Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may project over a front yard not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend ten (10) feet into a required front yard where a fifty (50) foot front yard is required and five (5) feet where lesser front yards are required.

i. Side Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a side yard for distance of not more than three (3) feet.

(ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend half the distance or fifteen (15) feet into the required side yard, whichever is less.

(iii) Accessory buildings, when located not less than seventy (70) feet from the front property line or when the accessory building is not more than thirty-five (35) feet from the rear lot line, may extend to within three (3) feet of an inside lot line.

j. Rear Yard Exceptions.

(i) Eaves, cornices, belt courses, and similar ornamentations may extend over a rear yard for a distance of not more than three (3) feet.

(ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend twenty-five (25) feet or half the distance into the required rear yard, whichever is less.

(iii) Accessory buildings when located not less than seventy (70) feet from the front property line may extend to within three (3) feet of a rear lot line.

k. Maximum Site Coverage. No structure or combination of structures will occupy more than twenty-five (25%) percent of the lot area.

l. Height Requirements.

(i) Principal Building: Thirty-five (35) feet.

(ii) Accessory Building: Sixteen (16) feet unless otherwise allowed pursuant to a conditional use permit issued by the Joint Powers Board.

m. Fences:

(i) No sight-obscuring fence over forty-eight (48) inches in height will be erected within the front yard of any single family residential lot without obtaining a conditional use permit from the Joint Powers Board.

- (ii) No fence will exceed a height of eight (8) feet without first obtaining a conditional use permit from the Joint Powers Board.
- (iii) No permanent fence will be erected on a road right of way or within the confines of the ditch back slope.
- (iv) No electric fence will be allowed in the Rural Residential district except by conditional use permit for the control of farm animals upon the Joint Powers Board finding:
 - A. A need exists for an electric fence to control farm animals that cannot be met by other means without undue hardship;
 - B. The electric fence will conform in all respects to state regulations for electrical wiring and will be energized only with Underwriters Laboratories approved equipment;
 - C. The electric fence in or adjacent to a plated area will be marked by warning signs every fifty (50) feet.

n. Radio, Microwave, Television and Similar Towers: No commercial radio, microwave, television, and similar towers will be permitted in the Rural Residential district. No governmental radio, microwave, television or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board. No personal or private radio, microwave, television or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board, including the Board finding that, in the event of the tower falling, the tower will not land in or upon a parcel of another property owner:

o. Trees:

- (i) It is the duty of all property owners to keep their trees along streets and sidewalks trimmed in such manner so as to prevent the trees from interfering with travel on such streets or sidewalks.

- (ii) No property owner will plant or allow to grow any tree, shrub, or other vegetable growth except lawn grass on any street right-of-way or within confines of the ditch back slope adjacent to such street.
- (iii) Shelterbelts will not be planted closer than one hundred twenty-five (125) feet from center of a street.
- (iv) Farmstead windbreaks, when planted North and West of a street, must stay one hundred (100) feet away from center of the street.

p. Parking Requirements. Parking requirements within the Joint Powers Territory will be in accordance with Title 10.

q. Home Occupations: Home occupations within the Rural Residential district will be governed by Title 10 except for home occupations accessory to farming within the Rural Residential district which will be governed by Section 10s of the Joint Powers Agreement as agricultural uses.

r. No Commercial Uses Except by Conditional Use Permit: No commercial uses will be permitted in the Rural Residential district except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Convenience Store
- (ii) Motor Fuel Station

s. Agricultural Uses: Agricultural uses currently within the Rural Residential district will be allowed to continue as nonconforming uses, but no future new agricultural uses will be permitted within the Rural Residential district. Agricultural uses, by way of example but not limitation, will include the keeping of farm animals, the maintaining of a stable, and engaging in farming.

t. Industrial Uses: Industrial uses will not be permitted within the Rural Residential district.

u. Regulation of Non-conforming Lots (Including any Nonconforming Single Family Residential Lot), Uses, Buildings, and Structures: Regulation of non-conforming lots (including any nonconforming single family residential lot), uses, buildings, and structures within the Rural Residential district will be governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the Rural Residential district on any non-conforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five (75%) percent of the minimum requirements imposed by Title 10.
- (iii) The sideyard and front yard setback requirements imposed by Title 10.

v. Keeping Animals: The following animals may be kept in the Rural Residential district:

- (i) Domestic animals except that no domestic animals may be kept for commercial purposes in the Rural Residential district, including that no pet shop or kennel will be maintained in the Rural Residential district.
- (ii) Farm animals in existence on the effective date of the Joint Powers Agreement may be kept as a continuing nonconforming agricultural use pursuant to Section 10s of this Joint Powers Agreement. Keeping of such farm animals, including the use of any building or structures for such purpose, will be required to comply with all applicable Clay County regulations in existence on the effective date of this Joint Powers Agreement.
- (iii) With the exception of the animals allowed to be kept in accordance with Sections 10f(iv), 10v(i) and 10v(ii), no other animals, including exotic animals, will be allowed in the Rural Residential district.
- (iv) Animals may not be kept if they cause a nuisance or endanger the health, safety or general welfare of the community within the Rural Residential district.

w. Moorhead Administrative, General and Special Zoning Provisions: The administrative, general, and special zoning provisions under Title 10 as modified by this Section have been extended into the Joint Powers Territory in accordance with Section 8 of the Joint Powers Agreement. These provisions include by way of example and not limitation regulations addressing the following subjects:

- (i) Zoning Definitions;
- (ii) Conditional Use Permits;
- (iii) Variances;
- (iv) Non-conforming Lots, Buildings, Structures and Uses;
- (v) Parking Requirements;
- (vi) Site/Building Plan Review;
- (vii) Home Occupations;
- (viii) Day Care Nursery Facilities;
- (ix) Signs;
- (x) Essential Services;
- (xi) Communication Reception/Transmission Devices;
- (xii) Manufactured Housing; and
- (xiii) Floodway and Flood Fringe Overlay Districts;

x. Covenants:

- (i) To the extent of conflict with this Section 10, the following existing covenants will control:

	<u>Microfilm Number</u>
A. Brentwood Acres	323297
B. Brentwood Acres 2nd Subd.	337992
C. Country Heritage Replat	333882
D. Oakwood Manor Book 3109 Misc. page 119	
E. McCanns 1st Subd.	379441
F. Olde Trail Estates	On Plat

G. 1st Addition to
Olde Trail Estates On Plat
H. Probstfield-Gesell No. 2 On Plat

(ii) To the extent of conflict with this Section 10, any newly adopted covenants will control to the extent that said covenants are more restrictive than this Section.

(iii) Any enforcement of covenants will be a private matter among the affected property owners.

* * * * *


4. RATIFICATION. The Joint Powers Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, as amended by this Amendment, are hereby ratified and republished.

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SIGNATURE PAGE FOR SIXTH AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 7 day of March, 1994.


KEVIN L. CAMPBELL, Town Board Chair

ATTEST:


CAROL M. KUEHL, Town Clerk

(SEAL)

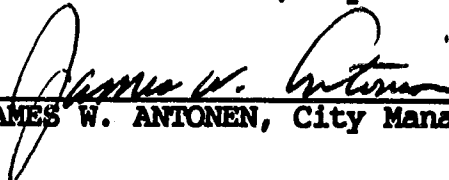
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SIGNATURE PAGE FOR SIXTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 7th day of March, 1994.




MORRIS L. LANNING, Mayor



JAMES W. ANTONEN, City Manager

ATTEST:



KAYE E. BUCHHOLZ, City Clerk

(SEAL)

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CLAY COUNTY, MINNESOTA, I certify this instrument was filed for record

March 22nd, 1996 at 9:00 AM, as document # 490039

1-9

Bonnie Bender
CLAY COUNTY RECORDER DEPUTY

pd Hankus et al mhd.

SEVENTH AMENDMENT

TO

OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 5th day of March, 1996, by and among Moorhead, Oakport and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:

a. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.

b. That this Amendment is made to amend and restate Section 12c(iv)B of the Joint Powers Agreement.

c. That this Amendment supersede in its entirety the existing language as found in Section 12c(iv)B of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Seventh Amendment to the Joint Powers Agreement.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "First Amendment" shall mean the First Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205.

d. "Fourth Amendment" shall mean the Fourth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated June 1,

1992, and recorded in the office of the Clay County Recorder on June 11, 1992, at Microcard No. 449128.

e. "Fifth Amendment" shall mean the Fifth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated January 10, 1994, and recorded in the Office of the Clay County Recorder on January 19, 1994 at Microcard No. 468798.

f. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

- (1) The real estate designated as Tract 2 in the Joint Powers Agreement:
 - (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and
 - (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16);
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to point of beginning;
and
 - (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and
 - (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and
 - (e) The portion of Section Eighteen (18) lying East and North of said river; and
 - (f) The portion of Section Nineteen (19) lying East and North of said river; and

- (g) The portion of Section Twenty (20) lying North and East of said river; and
- (h) The portion of the West Half ($W\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and
- (i) The portion of the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and
- (j) The portion of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government Lot Three (3);
thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
thence South $2^{\circ}45'$ East a distance of 8.52 chains (approximately 562.3 feet);
thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.

- (1) The Moorhead Rod and Gun Club property described as two parcels:
- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41;
thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.
- (2) The real estate designated as Tract 3 in the Joint Powers Agreement:
- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and
 - (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16),
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning, and
 - (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and

(d) The West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section Twenty-one (21), and

(e) The West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section Twenty-eight (28).

g. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

h. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

i. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

j. "Second Amendment" shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650.

k. "Sixth Amendment" shall mean the Sixth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated April 5, 1994, and recorded in the office of the Clay County Recorder on April 7, 1994, at Microcard No. 471207.

l. "Third Amendment" shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321.

3. AMENDMENT. Section 12c(iv)B of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 12c(iv)B is hereby inserted in its place and stead:

6-9

* * * * *

B. All newly constructed streets will be hard surfaced with either concrete or bituminous, except in subdivisions of parcels which were owned by Oakport on January 1, 1996, which may be surfaced with aggregate material (gravel) until single family dwellings have been built on eighty (80%) percent of the lots in the subdivision at which time the streets shall be hard surfaced with either concrete or bituminous. Streets which were platted prior to January 1, 1996, which are cul-de-sacs of less than four hundred fifty (450) feet in length (measured along the centerline from the intersection of origin to the end of the right of way) and which are extensions of existing roads or streets which have been surfaced with aggregate material (gravel) since February 15, 1990, shall not be required to be hard surfaced until the existing street or road of which it is an extension is hard surfaced with either concrete or bituminous.

* * * * *

4. RATIFICATION. The Joint Powers Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, as amended by this Amendment, are hereby ratified and republished.

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SIGNATURE PAGE FOR SEVENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 4th day of March, 1996.

Kevin E. Campbell
KEVIN E. CAMPBELL, Town Board Chair

ATTEST:

Carol M. Kuehl
CAROL M. KUEHL, Town Clerk

(SEAL)

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SIGNATURE PAGE FOR SEVENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 4th day of March, 1996.

Morris L. Lanning
MORRIS L. LANNING, Mayor

James W. Antonen
JAMES W. ANTONEN, City Manager

ATTEST:

Kaye E. Buchholz
KAYE E. BUCHHOLZ, City Clerk
(SEAL)

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SIGNATURE PAGE FOR SEVENTH AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 5 day of March, 1996.

Diane R. Meyer

DIANE R. MEYER, County Board Chair

ATTEST:

Pauline Sarbaum
PAULINE SARBAUM, Auditor

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy, Ltd.
215 30th Street North
P.O. Box 1077
Moorhead, Minnesota 56561-1077
(218) 236-6462
WLG-2477-5
G:\USERS:\LRR\TOWNSHIP\OAKJPA7.AMD

SIGNATURE PAGE FOR SIXTH AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 5th day of April, 1994.

Charles "Casey" Brantner
CHARLES "CASEY" BRANTNER, County Board
Chair

ATTEST:

Pauline Sarbaum
PAULINE SARBAUM, Auditor

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy, Ltd.
512 Center Avenue
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-1
F:\LRR\TOWNSHIP\OAKJPA6.AMD

STATE OF MINNESOTA }
COUNTY OF CLAY } ss.

I hereby certify that the within instrument was
filed in this office for record on the 7th
day of April A.D. 19 94 at 9:00
o'clock A M. and was duly Recorded on
Micro Card 471207

Connie Bearden
County Recorder

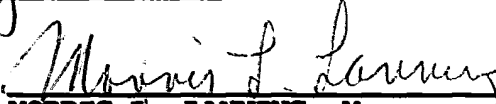
Deputy.

PQ
\$33.50 Gunhus et al mhd.

SIGNATURE PAGE FOR FIFTH AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 10th day of Jan, 1994.



MORRIS I. LANNING, Mayor



JAMES W. ANTONEN, City Manager

ATTEST:



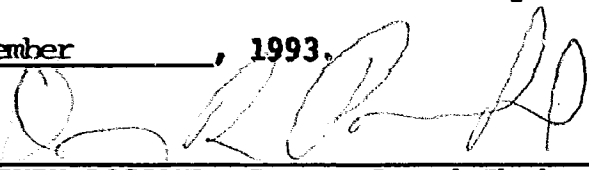
KAYE E. BUCHHOLZ, City Clerk

(SEAL)

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**SIGNATURE PAGE FOR FIFTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 14th day of December, 1993.



DEWEY POSSEHL, County Board Chair

ATTEST:



PAULINE SARBAUM, Auditor

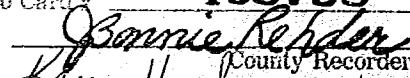
(SEAL)

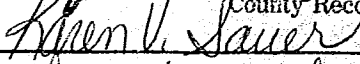
THIS DOCUMENT WAS PREPARED BY:

**William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy
512 Center Avenue
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-1
F:\LRR\TOWNSHIP\OAKJPA5.AMD**

STATE OF MINNESOTA, }
COUNTY OF CLAY. } ss.

I hereby certify that the within instrument was
filed in this office for record on the 19th day
of January A.D. 1994 at 8:00
o'clock A.M., and was duly Recorded on
Micro Card # 468798



County Recorder


Deputy.

Ed Gunhus et al - mhd.

I hereby certify that the within instrument was filed in this office for record on the 16th day of August A.D. 19 96 at 8:00 o'clock A.M., and was duly recorded on Document# 494494

EIGHTH AMENDMENT

TO

Bonnie Redden
County Recorder
Deputy.

OAKPORT JOINT POWERS AGREEMENT

PD 342.50 Gunkus Fgo.

This Amendment is made and entered into effective the 1ST day of April, 1996, by and among Moorhead, Oakport, and Clay County who agree as follows.

1. RECITALS. For the purposes of this Amendment, Moorhead, Oakport, and Clay County make the following declarations:

a. That, pursuant to the powers of amendment set forth in Section 18 of the Joint Powers Agreement, Moorhead, Oakport, and Clay County wish to modify the Joint Powers Agreement as follows:

- (1) To amend Subsection 2j;
- (2) To add a new Subsection ii (and to renumber the succeeding subsections accordingly);
- (3) To amend Section 11; and,

b. That this Amendment shall restate and supersede all Previous Amendments and shall reflect the cumulative effect of all prior modifications to the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

a. "Amendment" shall mean this Eighth Amendment to the Joint Powers Agreement which shall restate and supersede in their entirety the Previous Amendments.

b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

c. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the

Clay County Recorder on March 27, 1990 at Micro Card No. 429562 and covers the following described real estate:

- (1) The real estate designated as Tract 2 in the Joint Powers Agreement:
 - (a) The South 754 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16); and
 - (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest corner of Section Sixteen (16); thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to point of beginning; and
 - (c) The West 1518 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17); and
 - (d) The portion of the South Half (S $\frac{1}{2}$) of Section Seventeen (17) lying North of the Red River of the North; and
 - (e) The portion of Section Eighteen (18) lying East and North of said river; and
 - (f) The portion of Section Nineteen (19) lying East and North of said river; and
 - (g) The portion of Section Twenty (20) lying North and East of said river; and
 - (h) The portion of the West Half (W $\frac{1}{2}$) of Section Twenty-one (21) lying East of said river; and
 - (i) The portion of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-eight (28) lying East of said river; and
 - (j) The portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) lying East of said river.
 - (k) The Palmer Nymark property in Government Lots Three (3) and Four (4) described as two parcels:

- i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government Lot Three (3);
thence North 554.5 feet parallel to the East line of Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.
 - ii. The second parcel described as beginning at the Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on the North line of Government Lot Four (4);
thence South $2^{\circ}45'$ East a distance of 8.52 chains (approximately 562.3 feet);
thence North 44° East a distance of 10.04 chains (approximately 662.6 feet) to a point of intersection with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on the East line of Section Twenty-nine (29) to the point of beginning.
- (1) The Moorhead Rod and Gun Club property described as two parcels:
- i. The first parcel beginning at the Northwest corner of Section Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three (33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-three (33);
thence West 286 feet on the North line of Section Thirty-three (33) to the point of beginning.

ii. The second parcel described as beginning at the Northeast corner of Section Thirty-two (32); thence West 254.69 feet on the North line of Section Thirty-two (32) to a point of intersection with the North bank of Clay County ditch 41; thence Southeasterly along the said ditch bank to a point of intersection with the East line of Section Thirty-two (32); thence North 384.00 feet more or less on the East line of Section Thirty-two (32) to the point of beginning.

(2) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Sixteen (16), and
- (b) The West Half ($W\frac{1}{2}$) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter ($SW\frac{1}{4}$) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and
- (c) The North Half ($N\frac{1}{2}$) of Section Seventeen (17) LESS the West 1518 feet, and
- (d) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-one (21), and
- (e) The West Half of the East Half ($W\frac{1}{2}E\frac{1}{2}$) of Section Twenty-eight (28).

d. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

e. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

f. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

g. "Previous Amendments" shall mean collectively the following amendments to the Joint Powers Agreement:

- (1) The "First Amendment" which shall mean the First Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990, at Microcard No. 434205;
- (2) The "Second Amendment" which shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No. 435650;
- (3) The "Third Amendment" which shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321;
- (4) The "Fourth Amendment" which shall mean the Fourth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated June 1, 1992, and recorded in the office of the Clay County Recorder on June 11, 1992, at Microcard No. 449128;
- (5) The "Fifth Amendment" which shall mean the Fifth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated January 10, 1994, and recorded in the Office of the Clay County Recorder on January 19, 1994 at Microcard No. 468798;
- (6) The "Sixth Amendment" which shall mean the Sixth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated April 5, 1994 and recorded in the office of the Clay County Recorder on April 7, 1994 at Microcard No. 471207; and,

(7) The "Seventh Amendment" which shall mean the Seventh Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated March 5, 1996 and recorded in the office of the Clay County Recorder on March 22, 1996 at Microcard No. 490039.

3. AMENDMENT. This Amendment hereby restates and supersedes in their entirety all Previous Amendments:

a. Since the Second Amendment was made to restate Exhibits "F" and "G" to the Joint Powers Agreement and since no changes to the Second Amendment are made by this Amendment, Schedules "A", "B" and "C" and Exhibit "F/G" attached to the Second Amendment (restating said Exhibits "F" and "G") shall remain in full force and effect as though attached to and incorporated into this Amendment.

b. Section 2 of the Joint Powers Agreement is hereby restated and superseded in its entirety and the following Section 2 is hereby adopted in its place and stead:

* * * * *

(See attached Eighth Amendment and Restatement of Section 2 to the Oakport Joint Powers Agreement)

* * * * *

c. Section 10 of the Joint Powers Agreement is hereby restated and superseded in its entirety and the following Section 10 is hereby adopted in its place and stead:

* * * * *

(See attached Eighth Amendment and Restatement of Section 10 to the Oakport Joint Powers Agreement)

* * * * *

d. Section 11 of the Joint Powers Agreement is hereby restated and superseded in its entirety and the following Section 11 is hereby adopted in its place and stead:

* * * * *

(See attached Eighth Amendment and Restatement of Section 11 to the Oakport Joint Powers Agreement)

* * * * *

- e. Section 12 of the Joint Powers Agreement is hereby restated and superseded in its entirety and the following Section 12 is hereby adopted in its place and stead:

* * * * *

(See attached Eighth Amendment and Restatement of Section 12 to the Oakport Joint Powers Agreement)

* * * * *

4. RATIFICATION. The Joint Powers Agreement and the Previous Amendments, as amended by this Amendment, are hereby ratified and republished.

(The balance of this page has intentionally been left blank).

SIGNATURE PAGE FOR EIGHTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 1st day of April, 1996.

Kevin Campbell
KEVIN L. CAMPBELL, Town Board Chair

ATTEST:

Carol M. Kuehl
CAROL M. KUEHL, Town Clerk

(SEAL)

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9-38

SIGNATURE PAGE FOR EIGHTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 1st day of April, 1996.

Morris L. Lanning

MORRIS L. LANNING, Mayor

James W. Antonen

JAMES W. ANTONEN, City Manager

ATTEST:

Kaye E. Buchholz

KAYE E. BUCHHOLZ, City Clerk

(SEAL)

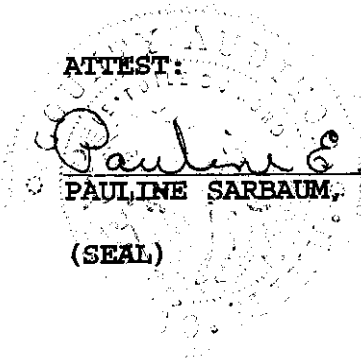
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SIGNATURE PAGE FOR EIGHTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 6th day of August, 1996.

Diane R. Meyer
DIANE R. MEYER, COUNTY BOARD CHAIR

ATTEST:



Pauline E. Sarbaum
PAULINE SARBAUM, Auditor

(SEAL)

THIS DOCUMENT WAS PREPARED BY:

William L. Guy III
Gunhus, Grinnell, Klinger,
Swenson & Guy, Ltd.
215 30th Avenue North
P.O. Box 1077
Moorhead, Minnesota 56560-1077
(218) 236-6462
WLG-2477-5
G:\USERS\LRR\TOWNSHIP\OAKJPA8.AMD

EIGHTH AMENDMENT AND RESTATEMENT
OF
SECTION 2
OAKPORT JOINT POWERS AGREEMENT

2. DEFINITIONS.

For the purposes of this Joint Powers Agreement, the following definitions mean:

a. Animals. Will mean any domestic, farm, or exotic animals as defined below:

- (i) Domestic Animals: Will mean house pets such as dogs, cats, and birds (not including chickens, geese, turkeys, or other domestic fowl) which can be contained within a single family dwelling throughout the entire year, provided that the containment can be accomplished without professional modifications to the structure. In addition, domestic animals will mean pigeons and rabbits normally sheltered outside the home.
- (ii) Farm Animals: Will mean cattle, hogs, bees, sheep, goats, chickens, turkeys, horses, and other animals, commonly accepted as farm animals in the State of Minnesota.
- (iii) Exotic Animals: Will mean any animal which is not a domestic or farm animal, including by way of example and not limitation, wolves and bears.

b. Bike/Pedestrian Easement: Will mean a fifty (50) foot easement for the development of a bike/pedestrian path and for maintenance of the river bank over the parcels in the Joint Powers Territory which abut the Red River.

c. Bike/Pedestrian Path: Will mean a hard surface trail or path not to exceed ten (10) feet in width constructed and maintained by Moorhead within the bike/pedestrian easement.

d. Bikeway: Will mean a shared vehicular right-of-way designated as such by signs placed on vertical posts or stenciled on pavement.

e. Cemetery: Will mean a site or property set apart for the burial or interment of the dead.

f. Clay County: Will mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.

g. Commercial Business: Shall mean any business enterprise, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990, as a permitted use under the Clay County Zoning Ordinance, but shall specifically exclude:

- (i) Convenience Stores;
- (ii) Day Care Facilities;
- (iii) Farming;
- (iv) Home Occupations;
- (v) Kennels;
- (vi) Motor Fuel Stations; and,
- (vii) Outdoor Recreation Facilities.

h. Convenience Store: Will mean a food and fuel store easily accessible to the public for the purpose of limited purchases of:

- (i) food and grocery supplies intended primarily for off-premise consumption; and,
- (ii) motor fuel and minor automobile services and accessories.

i. Day Care Facility: Will mean any facility licensed by the State Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than twenty-four (24) hours per day, in a place other than the person's own home. Day care facilities include but are not limited to: family day care homes, group family care homes, day care centers, day nurseries, nursery schools, day-time activity centers, day treatment programs and day services.

j. Development: Within Tract 3 will not mean the future construction or reconstruction of a single family homeowner-occupied residence to be located upon a lot presently occupied by a single family homeowner-occupied residence, ~~nor~~ the remodeling or addition to a single-family homeowner-occupied residence, nor the remodeling or addition to a lawful non-conforming commercial or industrial use provided that under no circumstances will more than one principal structure occupy ~~the lot~~ a lot presently occupied by a single family homeowner-occupied residence. Notwithstanding Section 8, Paragraph a, of the Joint Powers Agreement, the building regulations of Clay County shall apply to any building activity undertaken pursuant to the exception created by this definition.

k. Essential Service: Will mean the erection, construction, alteration or maintenance by private or public utilities or municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, communication or water transmission, distribution, collection, supply or disposal systems, including

poles, wires, mains, drains, sewers, pipes, conduits, cables, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or municipal departments.

l. Farming: Will mean the producing or growing (but not the processing) of:

- (i) agricultural products;
- (ii) farm animals and farm animal products;
- (iii) milk; or
- (iv) fruit, vegetables, or other horticultural products.

m. Home Occupation: Will mean any occupation or profession engaged in by the occupant of a single family dwelling, which is clearly incidental or secondary to the residential use of the premises and does not change the character of said premises.

n. Horse: A four-legged, solid-hoofed animal, domesticated for riding, racing, showing and carrying/pulling loads.

o. Horse Unit: Any horse, no matter its age, including newborns.

p. Joint Powers Agreement: Will mean this Oakport Joint Powers Agreement.

q. Joint Powers Board: Will mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under this Joint Powers Agreement.

r. Joint Powers Territory: Will mean that portion of the orderly annexation area previously established by Moorhead and

Oakport as Tract 2 and Tract 3 in their Memorandum of Agreement legally described in Exhibit B and Exhibit C, respectively, and generally described as follows:

Tract 2 - Generally that portion of the developed area of Oakport lying South of the center line of Clay County Road 93 and between Tract 1 and Tract 3 and the Red River, which includes the Moorhead Rod and Gun Club, and including the residential real estate owned by Palmer Nymark lying South and West of M. B. Johnson Park.

Tract 3 - A corridor extending one quarter mile to the East of the center line of U. S. Highway 75; from the proposed boundary of Tract 1 on the South to the center line of Clay County Road 93 on the North; together with the agricultural area lying between the U. S. Highway 75 corridor on the East and Tract 2 on the West.

In the event of conflict between the legal descriptions in Exhibit B and Exhibit C and the general descriptions, the legal descriptions in the exhibits will control.

s. Joint Resolution: Will mean the Joint Resolution between Moorhead and Oakport designating an area for orderly annexation pursuant to Minnesota Statute Section 414.0325, which includes Tract 2 and Tract 3 of the Joint Powers Territory which is hereby attached to and made a part of this Joint Powers Agreement as Exhibit D.

t. Kennel: Will mean any parcel on which four (4) or more dogs over the age of six months are kept, harbored, owned or otherwise possessed, either on a commercial basis for sale, boarding, or breeding, or on a private basis for personal use, enjoyment or profit.

u. Memorandum of Agreement: Will mean the September 25, 1989, Memorandum of Agreement between Moorhead and Oakport providing for the Joint Powers Agreement between Moorhead, Oakport,

and Clay County to define the relations among the parties, provide for the exercise of joint powers within the Joint Powers Territory, and create the Joint Powers Board.

v. Moorhead: Will mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

w. Moorhead Public Service Commission: Will mean a board to which the control, management, and operation of all city water and electrical systems have been committed by the Moorhead City Charter.

x. Motor Fuel Station: Will mean a place where motor fuels are stored in tanks; where motor fuels, oils, lubricants and grease and minor automobile accessories are retailed to the public on the premises; and where other minor automobile services (but not including major automobile repair and rebuilding) are provided.

y. Nonconforming Structure, Use, or Lot: Will mean a building, structure, premise, or use lawfully established prior to the execution of this Joint Powers Agreement which does not now conform with the applicable conditions or provisions of this Joint Powers Agreement for the Rural Residential district or a building, structure, premise, or use which was a lawfully established conforming use prior to an amendment to the Joint Powers Agreement and which does not conform with the applicable conditions or provisions of this Joint Powers Agreement for the Rural Residential district after said amendment.

z. Oakport: Will mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

aa. Outdoor Recreational Facility: Shall mean any facility, public or private, which, for gain or otherwise, existed in Tract 2 on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, providing outdoor recreational opportunities and shall include rod and gun clubs, but shall exclude public parks.

bb. Parcel: Will mean a part or portion of land recorded as property of its owner in the office of the Clay County Recorder.

cc. Property Owner. Will mean the owner(s) of a parcel(s) within the Joint Powers Territory.

dd. Recreational Vehicle: Will mean a manufactured home less than thirty (30) feet in overall length, including those which telescope or fold down, chassis mounted campers, house cars, motor homes, tent trailers, slip-in-campers, (those mounted in a pickup truck or similar vehicle), converted buses, and converted vans used primarily for recreational purposes. Cars used for racing will not be included within this definition.

ee. Residential Facility: Will mean any facility licensed by the State Department of Health or Department of Public Welfare, public or private, which for gain or otherwise regularly provides one or more persons with twenty-four (24) hour per day substitute care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to: State institutions under the control of the commissioner of public welfare, foster homes, half-way houses, residential treatment

centers, maternity shelters, group homes, residential programs or schools for handicapped children.

ff. Rural Residential: Will mean development characterized by:

- (i) Single family dwellings, and related accessory buildings situated in a relatively low density mode as provided in this Joint Powers Agreement; and,
- (ii) Streets which are either gravel or hard surfaced with ditch and culvert drainage and without curb.

gg. School: Will mean a building used for the purpose of elementary or secondary education which meets all the requirements of compulsory education laws of the State of Minnesota, and not providing residential accommodations.

hh. Single Family Dwelling: Will mean the meaning set forth in Title 10.

ii. Single Family Homeowner-Occupied Residence: Will mean a single family dwelling occupied as a residence by its owner.

jj. Single Family Residential Lot: Will mean a parcel (which is part of a subdivision, the plat of which has been recorded in the office of the Clay County Recorder, or a parcel described by metes and bounds or otherwise described separately from adjacent real estate, the deed to which has been recorded in the office of the Clay County Recorder prior to January 1, 1989) to be used for the construction of a single family dwelling and accessory buildings (which parcel is depicted in the drawings contained in Exhibit E), and which will be either an:

- (i) "Assigned Lot". Which will mean those parcels (all of which are listed on Exhibit F) which are eligible for hook-up and to whose owners a

hook-up permit will be issued by Oakport upon compliance with such requirements as may be established by the Oakport Joint Powers Board; or an

- (ii) "Unassigned Lot". Which will mean those parcels (all of which are listed on Exhibit G) which are eligible for hook-up and to whose owners a hook-up permit may be issued by the Oakport Joint Powers Board upon a determination by the Oakport Joint Powers Board that the parcel and the proposed development of the parcel will comply with the zoning regulations, land use regulations, building regulations and subdivision regulations applicable to Tract 2 of the Joint Powers Territory.

kk. Stable - Commercial/Boarding: The keeping, having, or maintaining of a stable for the boarding of one (1) or more horses which belong to the property owner and a person(s) other than the owner of the stable.

ll. Stable - Private: The keeping, having, or maintaining of a stable for the boarding of one (1) or more horses all of which belong to the owner of the stable.

mm. Street: Will mean a public right-of-way for vehicle traffic whether designated as a highway, thoroughfare, arterial, parkway, collector, throughway, town road, roadway, cartway, avenue, boulevard, lane, place, drive, court, or otherwise designated, which has been dedicated or deeded to the public for public use and which affords principal means of access to abutting property.

nn. Title 10: Will mean Title 10 of the Moorhead City Code, as such Title is in effect as of the effective date of this Joint Powers Agreement and as such Title may be amended from time to time pursuant to Section 8e of this Joint Powers Agreement.

oo. Title 11: Will mean Title 11 of the Moorhead City Code, as such Title is in effect as of the effective date of this Joint Powers Agreement and as such Title may be amended from time to time pursuant to Section 8e of this Agreement.

pp. Waste Water Collection System: Will mean a sanitary sewer collection system which includes, but is not limited to the following: manholes, main sewer lines -- both gravity and force mains; sanitary lift stations including structure, pumps, motors, alarm systems, telemetry systems for monitoring, emergency generator electrical connections, in addition to the above stated items, all other applicable appurtenances normal to a sanitary sewer collection system will be included.

qq. Waste Water Services: Will mean the sewer pipes and fittings, devices, and structures and appurtenances thereto needed to collect wastewater from the point of entry in a parcel to the main sewer line.

rr. Water Distribution System: Will mean a central water distribution system including, but not limited to: Water mains, valves, hydrants, valve boxes, water storage facilities, telemetry system, and in addition, all appurtenances normal to a full water distribution system for domestic water use and fire protection.

ss. Water Services: Will mean the pipe and fittings and devices needed to convey water from the water main to the point of entry in a premises, consisting of the following: Corporation, tapping sleeves and valves, curb stop, curb boxes, gate valve boxes, and meter spout valves.

G:\USERS\LRR\TOWNSHIP\OAKSEC2.JPA

EIGHTH AMENDMENT AND RESTATEMENT
OF
SECTION 10
OAKPORT JOINT POWERS AGREEMENT

10. ZONING REGULATIONS - RURAL RESIDENTIAL

Moorhead, Oakport, and Clay County agree that the Joint Powers Territory will be governed by Title 10 as modified by this Section. Tract 2 of the Joint Powers Territory and that portion of Tract 3 of the Joint Powers Territory lying West of the Burlington Northern, Inc., right of way will be zoned as a Rural Residential district.

a. Purpose: It is the purpose of the Rural Residential district:

- (i) to preserve the Rural Residential character of the district;
- (ii) to provide for orderly development and areas to achieve orderly transition from rural to urban uses within the district;
- (iii) to develop single family residential dwellings;
- (iv) to provide reasonable standards for above referenced development;
- (v) to allow for continuation of existing agricultural uses within the district; and
- (vi) to prohibit the use of land which would be incompatible with or detrimental to the essential residential character of the district.

b. Construction and Administration: In construing and administering this Section:

- (i) it is recognized that the Joint Powers Territory is unique in character from other areas within Moorhead; and

- (ii) the Rural Residential nature of the Joint Powers Territory will be maintained and preserved.

c. Permitted Uses: The following are permitted uses in the Rural Residential district:

- (i) Single family dwellings.
- (ii) Public parks and playgrounds.
- (iii) Essential services.
- (iv) Day Care Facilities serving twelve (12) or fewer persons and Residential Facilities serving six (6) or fewer persons.
- (v) Manufactured homes, subject to the following conditions:
 - A. All manufactured homes shall be constructed after June 15, 1976, and bear the HUD certification seal.
 - B. The minimum width of the main portion of the manufactured home shall be not less than twenty two feet (22), as measured across the narrowest portion.
 - C. All manufactured homes shall be placed on a permanent foundation in compliance with the Uniform Building Code adopted by Moorhead.
 - D. Tongues on all manufactured homes shall be removed (Ord. 771, 6-20-83)

Non-conforming manufactured housing currently located in Tract 2 and Tract 3 shall be permitted to remain in Tract 2 and Tract 3. However, upon the replacement of these non-conforming manufactured homes the

replacement manufactured home shall conform to the foregoing requirements.

d. Accessory Uses. The following are permitted accessory uses in a Rural Residential district:

- (i) Private garages, parking spaces and car ports for licensed and operable passenger cars and non-commercial trucks not to exceed a gross weight of twelve thousand (12,000) pounds, as regulated by Section 10r of the Joint Powers Agreement. Private garages are intended for use to store the private passenger vehicles of the family or families resident upon the premises. No commercial business service or industrial use may be conducted. Such space can be rented to non-commercial vehicles, trailers, or equipment if sufficient off-street parking in full compliance with Title 10 is provided elsewhere on the property.
- (ii) Recreational vehicles and equipment.
- (iii) Home occupations as regulated by Title 10.
- (iv) Non-commercial greenhouses and conservatories.
- (v) Private swimming pool, tennis courts and other recreational facilities which are operated for the enjoyment and convenience of the residents of the principal use and their guests.
- (vi) Tool houses, sheds and similar buildings for storage of domestic supplies and non-commercial recreational equipment.
- (vii) The keeping of animals as regulated by this Joint Powers Agreement.

e. Planned Unit Development. No planned unit development will be permitted within the Joint Powers Territory.

f. Conditional Uses. The following uses will require a conditional use permit in the Rural Residential district.

- (i) Governmental and publicly regulated utility buildings and structures necessary for the health, safety and general welfare of the Joint Powers Territory provided that:

- A. Compatibility with the surrounding neighborhood is maintained and required setbacks and side yard requirements are met.
- B. Equipment is completely enclosed in a permanent structure with no outside storage.
- C. Adequate screening from neighboring uses and landscaping is provided as may be required by Title 10.
- D. The provisions on conditional use permits under Title 10 are met.

(ii) Public or semi-public recreational buildings and uses including golf courses, and neighborhood or community centers; public and private educational institutes limited to elementary, junior high and senior high schools; and religious institutions such as churches, chapels, temples and synagogues, provided that:

- A. Side yards will be double that required for single family dwellings and will be a minimum of thirty (30) feet in length.
- B. Adequate screening from abutting residential uses and landscaping is provided in compliance with Title 10.
- C. Adequate off-street parking and access is provided on the site or on lots directly abutting and directly across a street or alley to the principal use in compliance with Title 10 and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Title 10.
- D. Adequate off-street loading and service entrances are provided and regulated where applicable by Title 10.
- E. The provisions on conditional use permits under Title 10 are met.

(iii) Cemeteries, provided that:

- A. The site accesses on a minor arterial.

- B. The site is landscaped in accordance with Title 10.
- C. The provisions of Title 10 are met.

(iv) Private stable or commercial/boarding stable, provided that:

- A. The parcel of property is located within Tract 2 of the Oakport Joint Powers Agreement and had horses and/or a stable, barn or other horses keeping facilities in existence on the adoption date of the Oakport Joint Powers Agreement, February 15, 1990.
- B. Minimum Parcel Size:
 - 1. Private Stable. A parcel of property of at least two (2) acres (87,120 square feet); one acre of which is dedicated solely for residential use and one acre as undeveloped, open space, suitable for grazing.
 - 2. Commercial/Boarding Stable. A parcel of property of at least five (5) acres; one acre of which is dedicated solely for residential use and three acres as undeveloped, open space, suitable for exercising.
 - 3. Exception. An exception to Section 2f(iv)B2 may be considered for those commercial/boarding stables that do not meet acreage requirement.
- C. The number of horses permitted shall be based on the acreage of the parcel that is used as a horse enclosure.
- D. All structures and horse enclosures used for the keeping, housing, or maintaining of horses, and areas used for the stockpiling of manure, shall be located in the rear yard a minimum of One Hundred Fifty (150) feet away from any residential structure except that of the owner or setback 75 feet from any property line of an adjacent vacant lot and shall be fenced.

- E. An exception to Section 2f(iv)D may be considered for any parcel which does not meet the One Hundred Fifty (150) or Seventy-five (75) foot setback requirements.
- F. Conditional Use Permits must meet all requirements of Section 10-4-3E of the Moorhead Zoning Ordinance.
- G. Fences shall be required for containment of all horses and must be provided as a physical barrier from residential uses and the horse stable. Fences may be either a post and rail, a smooth wire, a single strand wire electrical fence or a style approved by the Joint Powers Board, except for barbed wire fences which are prohibited. All fences must conform to the requirements stated within Section 10-10-6 A, B & C of the Moorhead Zoning Ordinance.
- H. Fences shall not obstruct natural drainage.
- I. Fences shall maintain the traffic visibility requirements of Section 10-10-8 of Title 10, Moorhead Zoning Ordinance.
- J. All manure and other horse wastes must be removed to meet all Clay County sanitary and health standards.
- K. All drainage and/or runoff must be contained on-site and not affect adjacent properties. A grading plan may be required for review by the Joint Powers Board and its engineers.

- (v) Height regulations of accessory buildings as regulated by Section 10l.
- (vi) Fences as regulated by Section 10m (i), (ii), and (iv).
- (vii) Radio, microwave, television, and similar towers as regulated by Section 10n.
- (viii) Commercial uses as regulated by Section 10r.

g. Lot Requirements and Setbacks: The following minimum requirements will be observed in the Rural Residential district:

- (i) Lot Area: Twenty-one thousand seven hundred eighty (21,780) square feet.
- (ii) Lot Width: One hundred forty-five (145) feet.
- (iii) Setbacks:
 - A. Front Yards: Not less than fifty (50) feet.
 - B. Side Yards:
 - 1. Interior Lots: Not less than thirty (30) feet each.
 - 2. Corner Lots: Not less than fifty (50) feet on the side yard abutting a street.
 - C. Rear Yards:
 - 1. Principal Building: Fifty (50) feet.
 - 2. Accessory Building: Accessory buildings within the Rural Residential district may not encroach into the required front yard setback but may encroach into the required side and rear yard setbacks within the rear yard of a single family dwelling. However, no such encroachment may occur on a required easement or in a required side yard setback abutting a street in the case of a corner lot.

h. Front Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may project over a front yard not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend ten (10) feet into a required front yard where a fifty (50) foot front yard is required and five (5) feet where lesser front yards are required.

i. Side Yard Exceptions:

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a side yard for distance of not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend half the distance or fifteen (15) feet into the required side yard, whichever is less.
- (iii) Accessory buildings, when located not less than seventy (70) feet from the front property line or when the accessory building is not more than thirty-five (35) feet from the rear lot line, may extend to within three (3) feet of an inside lot line.

j. Rear Yard Exceptions.

- (i) Eaves, cornices, belt courses, and similar ornamentations may extend over a rear yard for a distance of not more than three (3) feet.
- (ii) Steps, terraces, platforms, porches, balconies, and decks having no roof and not exceeding the height of the floor of the first story of the building to which it is attached, except for railings not exceeding forty-two (42) inches in height, may extend twenty-five (25) feet or half the distance into the required rear yard, whichever is less.
- (iii) Accessory buildings when located not less than seventy (70) feet from the front property line may extend to within three (3) feet of a rear lot line.

k. Maximum Site Coverage. No structure or combination of structures will occupy more than twenty-five (25%) percent of the lot area.

l. Height Requirements.

- (i) Principal Building: Thirty-five (35) feet.

- (ii) Accessory Building: Sixteen (16) feet unless otherwise allowed pursuant to a conditional use permit issued by the Joint Powers Board.

m. Fences:

- (i) No sight-obscuring fence over forty-eight (48) inches in height will be erected within the front yard of any single family residential lot without obtaining a conditional use permit from the Joint Powers Board.
- (ii) No fence will exceed a height of eight (8) feet without first obtaining a conditional use permit from the Joint Powers Board.
- (iii) No permanent fence will be erected on a road right of way or within the confines of the ditch back slope.
- (iv) No electric fence will be allowed in the Rural Residential district except by conditional use permit for the control of farm animals upon the Joint Powers Board finding:
 - A. A need exists for an electric fence to control farm animals that cannot be met by other means without undue hardship;
 - B. The electric fence will conform in all respects to state regulations for electrical wiring and will be energized only with Underwriters Laboratories approved equipment;
 - C. The electric fence in or adjacent to a plated area will be marked by warning signs every fifty (50) feet.

n. Radio, Microwave, Television and Similar Towers: Other than those in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, no commercial radio, microwave, television, and similar towers will be permitted in the Rural Residential district. No governmental radio, microwave, television, or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board. No personal or private radio, microwave, television, or similar towers will be permitted in the Rural

Residential district without a conditional use permit from the Joint Powers Board, including the Board finding that, in the event of the tower falling, the tower will not land in or upon a parcel of another property owner.

o. Trees:

- (i) It is the duty of all property owners to keep their trees along streets and sidewalks trimmed in such manner so as to prevent the trees from interfering with travel on such streets or sidewalks.
- (ii) No property owner will plant or allow to grow any tree, shrub, or other vegetable growth except lawn grass on any street right-of-way or within confines of the ditch back slope adjacent to such street.
- (iii) Shelterbelts will not be planted closer than one hundred twenty-five (125) feet from center of a street.
- (iv) Farmstead windbreaks, when planted North and West of a street, must stay one hundred (100) feet away from center of the street.

p. Parking Requirements. Parking requirements within the Joint Powers Territory will be in accordance with Title 10.

q. Home Occupations: Home occupations within the Rural Residential district will be governed by Title 10 except for home occupations accessory to farming within the Rural Residential district which will be governed by Section 10s of the Joint Powers Agreement as agricultural uses.

r. No Commercial Uses Except by Conditional Use Permit: No commercial uses will be permitted in the Rural Residential District, except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Commercial Businesses (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (ii) Outdoor Recreation Facilities (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (iii) Convenience Stores; and,
- (iv) Motor Fuel Stations.

s. Agricultural Uses: Agricultural uses currently within the Rural Residential district will be allowed to continue as nonconforming uses, but no future new agricultural uses will be permitted within the Rural Residential district. Agricultural uses, by way of example but not limitation, will include the keeping of farm animals, the maintaining of a stable, and engaging in farming.

t. Industrial Uses: Industrial uses will not be permitted within the Rural Residential district.

u. Regulation of Nonconforming Lots (Including any Nonconforming Single Family Residential Lot), Uses, Buildings, and Structures: Regulation of nonconforming lots (including any nonconforming single family residential lot), uses, buildings, and structures within the Rural Residential district will be governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the Rural Residential district on any nonconforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five (75%) percent of the minimum requirements imposed by Title 10; and,
- (iii) The sideyard and front yard setback measurements are at least seventy-five (75%) percent of the minimum imposed by Title 10.

v. Keeping Animals: The following animals may be kept in the Rural Residential district:

- (i) Domestic animals except that no domestic animals may be kept for commercial purposes in the Rural Residential district, including that no pet shop or kennel will be maintained in the Rural Residential district.
- (ii) Farm animals in existence on the effective date of the Joint Powers Agreement may be kept as a continuing nonconforming agricultural use pursuant to Section 10s of this Joint Powers Agreement. Keeping of such farm animals, including the use of any building or structures for such purpose, will be required to comply with all applicable Clay County regulations in existence on the effective date of this Joint Powers Agreement.
- (iii) With the exception of the animals allowed to be kept in accordance with Sections 10f(iv), 10v(i) and 10v(ii), no other animals, including exotic animals, will be allowed in the Rural Residential district.
- (iv) Animals may not be kept if they cause a nuisance or endanger the health, safety or general welfare of the community within the Rural Residential district.

w. Moorhead Administrative, General and Special Zoning Provisions:

The administrative, general, and special zoning provisions under Title 10 as modified by this Section have been extended into the Joint Powers Territory in accordance with Section 8 of the Joint Powers Agreement. These provisions include by way of example and not limitation regulations addressing the following subjects:

- (i) Zoning Definitions;
- (ii) Conditional Use Permits;
- (iii) Variances;
- (iv) Non-conforming Lots, Buildings, Structures and Uses;

- (v) Parking Requirements;
- (vi) Site/Building Plan Review;
- (vii) Home Occupations;
- (viii) Day Care Nursery Facilities;
- (ix) Signs;
- (x) Essential Services;
- (xi) Communication Reception/Transmission Devices;
- (xii) Manufactured Housing; and
- (xiii) Floodway and Flood Fringe Overlay Districts.

x. Covenants:

- (i) To the extent of conflict with this Section 10, the following existing covenants will control:

	<u>Microfilm Number</u>
A. Brentwood Acres	323297
B. Brentwood Acres 2nd Subd.	337992
C. Country Heritage Replat	333882
D. Oakwood Manor Book 3109 Misc. pg. 119	
E. McCann's 1st Subd.	379441
F. Olde Trail Estates	On Plat
G. 1st Addition to Olde Trail Estates	On Plat
H. Probstfield-Gesell No. 2	On Plat

- (ii) To the extent of conflict with this Section 10, any newly adopted covenants will control to the extent that said covenants are more restrictive than this Section.
- (iii) Any enforcement of covenants will be a private matter among the affected property owners.

EIGHTH AMENDMENT AND RESTATEMENT
OF
SECTION 11
OAKPORT JOINT POWERS AGREEMENT

11. ZONING REGULATIONS - TRANSITIONAL

That portion of Tract 3 of the Joint Powers Territory lying east of the Burlington Northern, Inc., right of way will be zoned as transitional.

a. No Commercial or Industrial Uses Except by Conditional Use Permit: No commercial or industrial uses will be permitted in the Transitional Zoning District, except that the following commercial or industrial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

(i) Remodeling or additions to lawful non-conforming commercial or industrial use.

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EIGHTH AMENDMENT AND RESTATEMENT
OF
SECTION 12
OAKPORT JOINT POWERS AGREEMENT

12. SUBDIVISION REGULATIONS

Moorhead, Oakport, and Clay County agree that the Joint Powers Territory will be governed by Title 11 as modified by this Section.

a. The costs of public improvements and utilities (including streets, waste water collection system, and water distribution system) to be constructed for and extended to any subdivision within the Joint Powers Territory will be paid in their entirety at the time of installation by the developer requesting the construction and extension.

b. Easements of at least twelve (12) feet wide centered on rear lot line will be provided for utilities where necessary. Easements for sanitary sewers will be at least twenty (20) feet wide. Said easements will have continuity of alignment from block to block. Temporary construction easements may be required where installation depths are greater than ten (10) feet. Utility easements will be kept free of any vegetation or structures which would interfere with the free movement of utilities service vehicles.

c. Streets:

- (i) All street design and construction will be in accordance with requirements of the Joint Powers Board.
 - A. Streets will be graded to the full width of the driving surface in accordance with street grades submitted to and approved by the Joint Powers Board.
 - B. Grading will be complete prior to installation of applicable underground utilities, either private or public in nature.
 - C. Street surfacing will be undertaken after completion of the installation of underground utilities.

- (ii) Following Joint Powers Board approval of street grading and after utility installation, streets will be surfaced in accordance with plans and specifications approved by the Joint Powers Board.
- (iii) The design of all streets within the Joint Powers Territory will be considered in their relation to existing and planned streets, to reasonable circulation of traffic, to topographic conditions, to runoff of storm waters, and to proposed uses of the area to be served.
 - A. Where new streets extend existing adjoining streets, their projections will be at the same or greater width, but in no case less than the minimum required width.
 - B. Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions will make provision for the proper projection of streets.
 - C. When a new subdivision adjoins unsubdivided land susceptible to being subdivided, then the new streets will be carried to the boundaries of such unsubdivided land.
- (iv) In accordance with the terms and conditions of this Joint Resolution, street standards will be established from time to time by the Joint Powers Board but will in no event be less than the following for newly constructed streets:
 - A. Minimum right of way width will be sixty-six (66) feet.
 - B. All newly constructed streets will be hard surfaced with either concrete or bituminous, except in subdivisions of parcels which were owned by Oakport on January 1, 1996, which may be surfaced with aggregate material (gravel) until single family dwellings have been built on eighty (80%) percent of the lots in the subdivision at which time the streets shall be hard surfaced with either concrete or bituminous. Streets which were platted prior to January 1, 1996, which are cul-de-sacs of less than four hundred fifty (450) feet in length (measured along the centerline from the intersection of origin to the end of the right of way) and which are extensions of existing roads or streets which have been surfaced with aggregate material (gravel) since February 15, 1990, shall not be required to be hard

NINTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective the 31 day of October, 1997, by and among Moorhead, Oakport, and Clay County who agree as follows.

1. RECITALS. For the purposes of this Amendment, Moorhead, Oakport, and Clay County make the following declarations:

- a. That, pursuant to the powers of amendment set forth in Section 18 of the Joint Powers Agreement, Moorhead, Oakport, and Clay County wish to modify the Joint Powers Agreement.
- b. That this Amendment shall restate and supersede in its entirety the existing language as found in Section 10s of the Joint Powers Agreement.

2. DEFINITIONS. For the purposes of this Amendment:

- a. "Amendment" shall mean this Ninth Amendment to the Joint Powers Agreement.
- b. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
- c. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Microcard No. 429562 and covers the following described real estate:

(1) The real estate designated as Tract 2 in the Joint Powers Agreement:

CLAY COUNTY, MINNESOTA, I certify this instrument was filed for record
JULY 1ST, 1999 at 1:30 P M. as document # **526002**

2950
Chg 4th City Planning
Barbara Rehder
CLAY COUNTY RECORDER

Karen V. Sauer
DEPUTY

- (a) The South 754 feet of the Southwest Quarter (SW1/4) of Section Sixteen (16); and
- (b) A triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16);
thence North 965.54 feet;
thence Southeasterly 228.98 feet;
thence Northeast 7 feet;
thence South 181.53 feet;
thence Southeast 898.68 feet;
thence West 852.56 feet to the point of beginning; and
- (c) The West 1518 feet of the Northwest Quarter (NW1/4) of Section Seventeen (17); and
- (d) The portion of the South Half (S1/2) of Section Seventeen (17) lying North of the Red River of the North; and
- (e) The portion of Section Eighteen (18) lying East and North of said river; and
- (f) The portion of Section Nineteen (19) lying East and North of said river; and
- (g) The portion of Section Twenty (20) lying North and East of said river; and
- (h) The portion of the West Half (W1/2) of Section Twenty-one (21) lying East of said river; and
- (i) The portion of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-eight (28) lying East of said river; and
- (j) The portion of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Twenty-nine (29) lying East of said river.
- (k) The Palmer Nymark property of Government Lots Three (3) and Four (4) described as two parcels:
 - i. The first parcel described as beginning at a point 14 feet West of the Southeast corner of Government Lot Three (3);
thence West 200 feet on the North line of Government

Lot Three (3);
thence North 554.5 feet parallel to the East line of
Section Twenty-nine (29);
thence East 200 feet to a point 14 feet West of the East
line of Section Twenty-nine (29);
thence South 554.5 feet to the point of beginning.

- ii. The second parcel described as beginning at the
Northeast corner of Government Lot Four (4);
thence West 7.50 chains (approximately 495 feet) on
the North line of Government Lot Four (4);
thence South 2 degrees 45 minutes East a distance of
8.52 chains (approximately 562.3 feet);
thence North 44 degrees East a distance of 10.04 chains
(approximately 662.6 feet) to a point of intersection
with the East line of Section Twenty-nine (29);
thence North 1.32 chains (approximately 87.1 feet) on
the East line of Section Twenty-nine (29) to the point
of beginning.

(2) The Moorhead Rod and Gun Club property described as two parcels:

- (a) The first parcel beginning at the Northwest corner of Section
Thirty-three (33);
thence South 456.9 feet on the West line of Section Thirty-three
(33);
thence East 286 feet;
thence North 456.9 feet to the North line of Section Thirty-
three (33);
thence West 286 feet on the North line of Section Thirty-three
(33) to the point of beginning.
- (b) The second parcel described as beginning at the Northeast
corner of Section Thirty-two (32);
thence West 254.69 feet on the North line of Section Thirty-
two (32) to a point of intersection with the North bank of Clay
County ditch 41;
thence Southeasterly along the said ditch bank to a point of
intersection with the East line of Section Thirty-two (32);
thence North 384.00 feet more or less on the East line of
Section Thirty-two (32) to the point of beginning.

(3) The real estate designated as Tract 3 in the Joint Powers Agreement:

- (a) The West Half of the East Half (W1/2E1/2) of Section Sixteen

- (16), and
- (b) The West Half (W1/2) of Section Sixteen (16), LESS South 754 feet of the Southwest Quarter (SW1/4) and LESS the triangular shaped parcel described as beginning 749.7 feet North of the Southwest Corner of Section Sixteen (16), thence North 965.54 feet; thence Southeasterly 228.98 feet; thence Northeast 7 feet; thence South 181.53 feet; thence Southeast 898.68 feet; thence West 852.56 feet to the point of beginning, and
 - (c) The North Half (N1/2) of Section Seventeen (17) LESS the West 1518 feet, and
 - (d) The West Half of the East Half (W1/2E1/2) of Section Twenty-one (21), and
 - (e) The West Half of the East Half (W1/2E1/2) of Section Twenty-Eight (28).
- d. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
- e. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.
- f. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.
- g. "Previous Amendments" shall mean collectively the following amendments to the Joint Powers Agreement:
- (1) The "First Amendment" which shall mean the First Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated September 4, 1990 and recorded in the office of the Clay County Recorder on September 24, 1990 at Microcard No. 434205;
 - (2) The "Second Amendment" which shall mean the Second Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 19, 1990 and recorded in the office of the Clay County Recorder on November 30, 1990 at Microcard No.

435650;

- (3) The "Third Amendment" which shall mean the Third Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated November 18, 1991, and recorded in the office of the Clay County Recorder on December 17, 1991, at Microcard No. 444321;
- (4) The "Fourth Amendment" which shall mean the Fourth Amendment to the Oakport Joint Powers Agreement among Moorhead, Oakport and Clay County, dated June 1, 1992, and recorded in the Office of the Clay County Recorder on June 11, 1992, at Microcard No. 449128;
- (5) The "Fifth Amendment" which shall mean the Fifth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated January 10, 1994 and recorded in the Office of the Clay County Recorder on January 19, 1994 at Microcard No. 468798;
- (6) The "Sixth Amendment" which shall mean the Sixth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated April 5, 1994 and recorded in the office of the Clay County Recorder on April 7, 1994 at Microcard No. 471207; and,
- (7) The "Seventh Amendment" which shall mean the Seventh Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated March 5, 1996 and recorded in the office of the Clay County Recorder on March 22, 1996 at Microcard No. 490039.
- (8) The "Eighth Amendment" which shall mean the Eighth Amendment to the Joint Powers Agreement among Moorhead, Oakport and Clay County, dated April 1, 1996 and recorded in the office of the Clay County Recorder on August 16, 1996 at Microcard No. 494494.

3. AMENDMENT Section 10s of the Oakport Joint Powers Agreement is hereby revoked in its entirety and the following section 10s is hereby inserted in its place and stead:

* * * * *

s. Agricultural Uses: Agricultural uses, by way of example but not limitation, will include the keeping of farm animals, the maintaining of a stable, and engaging in farming. Agricultural Uses currently within the Rural Residential District will be allowed to continue as nonconforming uses, but no future new agricultural uses will be permitted within the Rural Residential

District.

The construction of new accessory structures or the restoration of existing accessory structures for lawful nonconforming agricultural uses, including but not limited to commercial greenhouses, barns, and other related structures, is allowed upon approval of the Joint Powers Board following a public hearing held in accordance with the notification requirements of Section 10-4-3C of the Moorhead Zoning Ordinance. The Joint Powers Board may require appropriate conditions and safeguards to meet the objectives of the Rural Residential District. The Joint Powers Board may approve the construction of new accessory structures or restoration of existing accessory structures for lawful nonconforming agricultural uses provided that:

- A. The parcel of property is at least five acres in size;
- B. The accessory structure will be utilized for the growing of agricultural or horticultural products, the seasonal sale of agricultural or horticultural products grown on the property, and/or the storage of agricultural products or equipment; and
- C. The accessory structure may not be located closer than 100 feet from any property line of any adjacent residential parcel.

* * * * *

- 4. **RATIFICATION.** The Joint Powers Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment, are hereby ratified and republished.

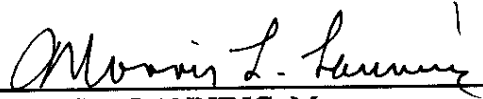
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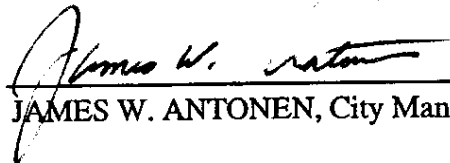
SIGNATURE PAGE FOR NINTH AMENDMENT

TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota,

this 4 day of AUGUST, 1997.


MORRIS L. LANNING, Mayor


JAMES W. ANTONEN, City Manager

ATTEST:

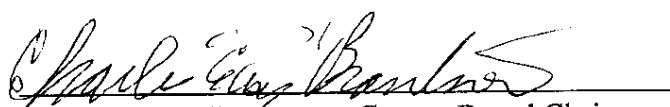

KAYE E. BUCHHOLZ, City Clerk

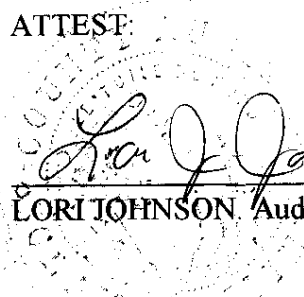
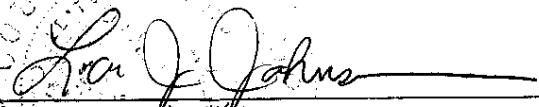
(SEAL)

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SIGNATURE PAGE FOR NINTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota,
this 26th - day of August, 1997.


Charles "Casey" Brantner, County Board Chair

ATTEST:


LORI JOHNSON, Auditor

(SEAL)

(The balance of this page has intentionally been left blank).

STATE OF MINNESOTA, }
COUNTY OF CLAY } ss.

1-5

I hereby certify that the within instrument was filed in this office for record on the 1ST day of JULY A.D. 19 99 at 1:30 o'clock P M., and was duly recorded on Document # 526003

Bonnie Rehder
County Recorder
Karen V. Sauer Deputy.
chg-4 Mohl City Planning

TENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 7 day of DECEMBER, 1998, by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to amend and restate Section 10f of the Joint Powers Agreement.
 - C. That this Amendment supersede in its entirety the existing language as found in Section 10f of the Joint Powers Agreement.
2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Tenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.
 - F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

- 3. AMENDMENT. Section 10f of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10f is hereby inserted in its place and stead:

* * * * *

10f. Conditional Uses: The following uses will require a conditional use permit in the Rural Residential district. Conditional use permit requests will be processed in accordance with Chapter 4 of the Moorhead Zoning Ordinance, however within the Rural Residential zoning district public hearings will be held following at least ten (10) days published notice and ten (10) days mailed notice to property owners within 750 feet.

(SECTIONS 10f(i) THROUGH 10f(viii) REMAIN AS IS)

* * * * *

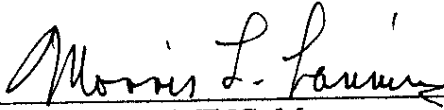
- 4. APPROVAL. The Oakport Joint Powers Board held a public hearing, following ten days published notice, and approved this Tenth Amendment to the Oakport Joint Powers Agreement on November 18th

526003

3-5

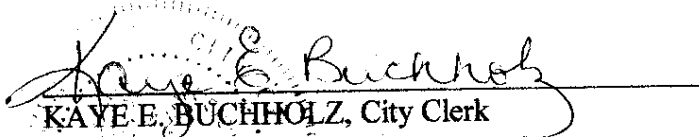
**SIGNATURE PAGE FOR TENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota, this
7 day of DECEMBER, 1998.



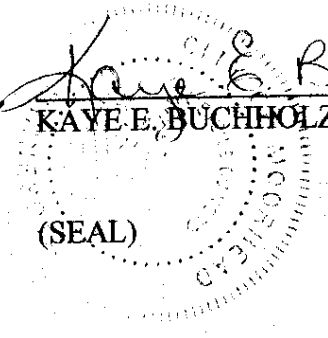
MORRIS L. LANNING, Mayor

ATTEST:



KAYE E. BUCHHOLZ, City Clerk

(SEAL)




526003

4-5

**SIGNATURE PAGE FOR TENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 7 day of December, 1998.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk


(SEAL)

526003

5-5


**SIGNATURE PAGE FOR TENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota, this
8 day of DECEMBER, 1998.



County Board Chair

ATTEST:



LORI JOHNSON, County Auditor

(SEAL)



THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

**SIGNATURE PAGE FOR NINTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 17th day of November, 1997.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

surfaced until the existing street or road of which it is an extension is hard surfaced with either concrete or bituminous.

- C. Minimum graded street width will be twenty-eight (28) feet with a minimum driving surface width of twenty-four (24) feet.
- D. In all other respects, streets within the Joint Powers Territory will comply with Clay County standards as may be modified by the Joint Powers Board.
- (v) Local streets will be aligned so that their use by through traffic will be discouraged.
- (vi) Street jogs with center line off-sets of less than one hundred twenty-five (125) feet will be prohibited.
- (vii) Insofar as practical, streets will intersect at right angles and no intersection will be at an angle of less than sixty (60) degrees.
- (viii) Unless as varied by the Joint Powers Board, the maximum length of permanent cul-de-sac streets will be six hundred (600) feet measured along the center line from the intersection of origin to end of right-of-way. Each cul-de-sac will be provided at the closed end with a turn-around having a minimum outside roadway diameter of one hundred (100) feet.
- (ix) Proposed streets which are extensions of existing and named streets will bear the names of such existing streets. In no case will the name for the proposed street duplicate existing street names within the same Post Office service area, including phonetically. Street names will be subject to the approval of the Joint Powers Board.
- (x) Where a proposed plat is adjacent to a major thoroughfare or railroad right-of-way, the Joint Powers Board may require the developer to provide local service drives along the right-of-way of such facilities.
- d. Drainage:
- (i) In the event that a drainage plan is developed within the Joint Powers Territory, the preliminary plat will conform to said plan to the extent that it is applicable.

- (ii) Every subdivision request will be accompanied by a drainage plan.
- A. The Joint Powers Board will not recommend for approval any preliminary plat for a subdivision which does not make adequate provision for storm or flood water runoff.
 - B. The storm water drainage systems will be of the ditch and culvert type. Culverts and ditches will be designed to accommodate at least five year frequency rainfall event.
- (iii) Driveways will be constructed from the property line to the edge of the street or road. Driveways will span the ditch and a culvert of adequate size will be installed by the subdivider/developer to insure proper drainage.

e. Moorhead, Oakport, and Clay County agree that all roads and bridges within the Joint Powers Territory presently under jurisdiction of Clay County will be the continuing responsibility of Clay County for the purpose of maintenance, repair and replacement.

G:\USERS\LRR\TOWNSHIP\OAKSEC12.JPA

STATE OF MINNESOTA }
COUNTY OF CLAY } ss.

1-5

I hereby certify that the within instrument was
filed at this office for record on the 1ST day
of JULY A.D. 1999 at 1.30
o'clock P. M. and was duly recorded on
Document # 526004

Bonnie Rehder
County Recorder
Karen V. Sauer Deputy.
chg-4 Moorhead City Planning

ELEVENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 8 day of JUNE, 1999,
by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to amend and restate Section 15b and 16b of the Joint Powers Agreement.
 - C. That this Amendment supersede in its entirety the existing language as found in Section 15b and Section 16b of the Joint Powers Agreement.

2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Eleventh Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of

Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 15b of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 15b is hereby inserted in its place and stead:

* * * * *

15b. *Moorhead, Oakport, and Clay County agree that neither the wastewater collection system within Tract 2 of the Joint Powers Territory nor the wastewater services provided thereby may be expanded outside of Tract 2 without prior written approval of a wastewater service contract executed by the affected property owner and each jurisdiction. In permitting an expansion of the wastewater collection system and services, the jurisdictions may require appropriate conditions and safeguards.*

* * * * *

4. AMENDMENT. Section 16b of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 16b is hereby inserted in its place and stead:

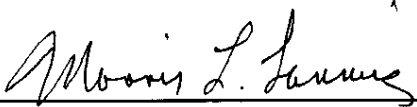
* * * * *

16b. *Moorhead, Oakport, and Clay County agree that neither the water distribution system within Tract 2 of the Joint Powers Territory nor the water services provided thereby may be expanded outside of Tract 2 without prior written approval of a water service contract executed by the affected property owner, each jurisdiction, and the Moorhead Public Service Commission. In permitting an expansion of the water distribution system and services, the jurisdictions and the Moorhead Public Service Commission may require appropriate conditions and safeguards.*

* * * * *

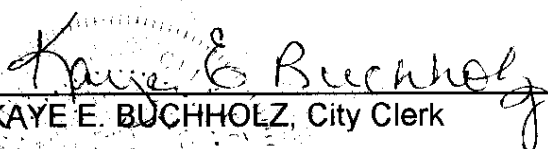
SIGNATURE PAGE FOR ELEVENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota,
this 7 day of JUNE, 1999.

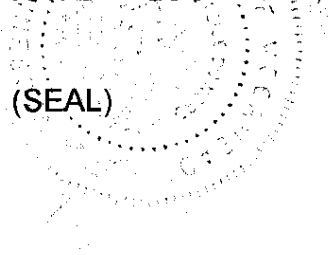


MORRIS L. LANNING, Mayor

ATTEST:



KAYE E. BUCHHOLZ, City Clerk



**SIGNATURE PAGE FOR ELEVENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota,
this 6 day of JUNE, 1999.

Sean R. Meyer
County Board Chair

ATTEST:

Lori Johnson
LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

TWELFTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 23 day of June, 1999,
by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to amend and restate Section 10m(iv) of the Joint Powers Agreement related to electric fences as a conditional use in Tract 2.
 - C. That this Amendment supersede in its entirety the existing language as found in Section 10m(iv) of the Joint Powers Agreement.

2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Twelfth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 10m(iv) of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10m(iv) is hereby inserted in its place and stead:

* * * * *

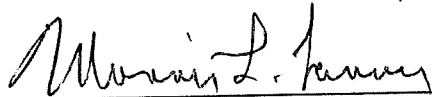
10m(iv). "No electric fence will be allowed in the Rural Residential district except by conditional use permit for the control of farm animals and/or the protection of agricultural goods and other horticultural products grown on a property upon the Joint Powers Board finding:

- A. A need exists for an electric fence to control farm animals and/or protect agricultural and horticultural products grown on a property that cannot be met by other means without undue hardship;
- B. The electric fence will conform in all respects to state regulations for electrical wiring and will be energized only with Underwriters Laboratories approved equipment; and
- C. The electric fence in or adjacent to a plated area will be marked by warning signs every fifty (50) feet."

* * * * *

SIGNATURE PAGE FOR TWELFTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota, this
27 day of July, 1999.



MORRIS L. LANNING, Mayor

ATTEST:



KAYE E. BUCHHOLZ, City Clerk

(SEAL)

SIGNATURE PAGE FOR TWELFTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota, this
27 day of July, 1999.

Maureen Cushey
County Board Chair

ATTEST:

Lori Johnson
LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

THIRTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 23 day of May, 2001, by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to amend and restate Section 11 of the Joint Powers Agreement related to the establishment of the R1B, Single-Family Residential, zoning district.
 - C. That this Amendment supersede in its entirety the existing language as found in Section 11 of the Joint Powers Agreement.

2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Thirteenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of

Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 11 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 11 is hereby inserted in its place and stead:

* * * * *

11. ZONING REGULATIONS – TRANSITIONAL AND SINGLE-FAMILY RESIDENTIAL

a. TRANSITIONAL – That portion of Tract 3 of the Joint Powers Territory lying east of the Burlington Northern, Inc. right-of-way will be zoned as Transitional.

i. No commercial or Industrial Uses Except by Conditional Use Permit: No commercial or industrial uses will be permitted in the Transitional Zoning District, except that the following commercial or industrial uses maybe allowed pursuant to a conditional use permit issued by the Joint Powers Board:

1. Remodeling or additions to lawful non-conforming commercial or industrial use.

b. R1B, SINGLE-FAMILY RESIDENTIAL – The Oakport Joint Powers Board may, in accordance with Chapter 4 of the Moorhead Zoning Ordinance, rezone any property within Tract 2 or that portion of Tract 3 lying west of the Burlington Northern Inc. right-of-way as R1B, Single-Family Residential. The R1B zoning district within the Oakport Orderly Annexation Area shall incorporate the use, dimension, and all other requirements of the Rural Residential zoning district with the following exceptions:

i. Lot Area: 12,500 square feet

ii. Lot Width:

1. 90 feet for interior lots
2. 100 feet for corner lots

iii. Setbacks:

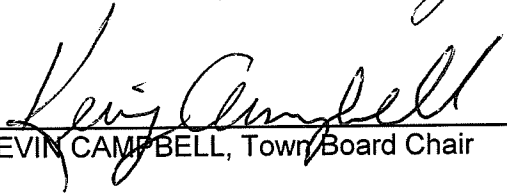
1. Front Yards: 30 feet
2. Side Yards: 10 feet for interior side property lines
3. Side Yards: 15 feet for side property lines abutting a public street
4. Rear Yards (Principal Structures): 25 feet
5. Rear Yards (Accessory Structures): 3 feet, except on corner lots, which shall not be less than 12 feet on the side abutting the street.

iv. Lot Coverage: No structure or combination of structures shall occupy more than 25% of the lot area.

* * * * *

**SIGNATURE PAGE FOR THIRTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 4 day of June, 2001.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

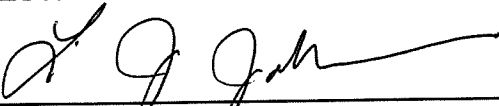
**SIGNATURE PAGE FOR THIRTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota, this
5 day of June, 2001.



MIKE McCARTHY, County Board Chair

ATTEST:



LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

OFFICE OF COUNTY RECORDER
COUNTY OF CLAY, MINNESOTA

1-6

THIS INSTRUMENT WAS CERTIFIED, FILED
AND/OR RECORDED ON 03-21-2003 AT
10:21 AM

AS DOCUMENT NO.

574754

J. Bonnier

J. BONNIE REHDER, CLAY COUNTY RECORDER

FOURTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

*Chg MOCI
Kim Planning*

This Amendment is made and entered into effective this 5th day of NOVEMBER, 2001, by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to allow the construction of single-family dwellings upon lots which meet the minimum lot size requirements of the R1B, Single-Family Residential, and Transitional zoning districts.
 - C. That this Amendment supersede in its entirety the existing language as found in Section 11 of the Joint Powers Agreement.
2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Fourteenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 11 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 11 is hereby inserted in its place and stead:

* * * * *

11. ZONING REGULATIONS – TRANSITIONAL AND SINGLE-FAMILY RESIDENTIAL

a. TRANSITIONAL – That portion of Tract 3 of the Joint Powers Territory lying east of the Burlington Northern, Inc. right-of-way will be zoned as Transitional.

i. No commercial or Industrial Uses Except by Conditional Use Permit: No commercial or industrial uses will be permitted in the Transitional Zoning District, except that the following commercial or industrial uses maybe allowed pursuant to a conditional use permit issued by the Joint Powers Board:

1. Remodeling or additions to lawful non-conforming commercial or industrial use.

b. RIB, SINGLE-FAMILY RESIDENTIAL – The Oakport Joint Powers Board may, in accordance with Chapter 4 of the Moorhead Zoning Ordinance, rezone any property within Tract 2 or that portion of Tract 3 lying west of the Burlington Northern Inc. right-of-way as R1B, Single-Family Residential. The R1B zoning district within the Oakport Orderly Annexation Area shall incorporate the use, dimension, and all other requirements of the Rural Residential zoning district with the following exceptions:

i. Lot Area: 12,500 square feet

ii. Lot Width:

- 1. 90 feet for interior lots
- 2. 100 feet for corner lots

iii. Setbacks:

- 1. Front Yards: 30 feet
- 2. Side Yards: 10 feet for interior side property lines
- 3. Side Yards: 15 feet for side property lines abutting a public street
- 4. Rear Yards (Principal Structures): 25 feet
- 5. Rear Yards (Accessory Structures): 3 feet, except on corner lots, which shall not be less than 12 feet on the side abutting the street.

iv. Lot Coverage: No structure or combination of structures shall occupy more than 25% of the lot area.

c. REGULATION OF NONCONFORMING LOTS (Including Any Nonconforming Single Family Residential Lot), USES, BUILDINGS, AND STRUCTURES - Regulation of non-conforming lots (including any nonconforming single family residential lot), uses, buildings, and structures within the Transitional and R1B districts will be

governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the R1B district on any non-conforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five percent (75%) of the minimum requirements imposed by Section 11.
- (iii) The sideyard and front yard setback requirements imposed by Section 11.

* * * * *

**SIGNATURE PAGE FOR FOURTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota, this
6th day of NOVEMBER, 2001.



MIKE McCARTHY, County Board Chair

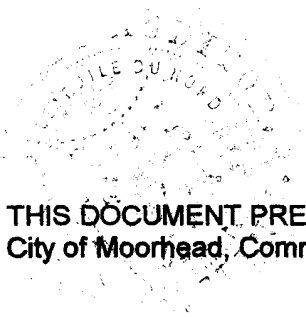
ATTEST:



LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development



574754 5.6

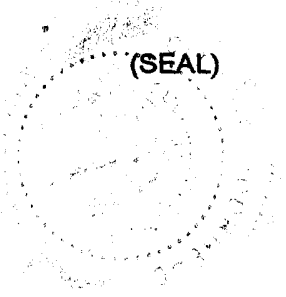
**SIGNATURE PAGE FOR FOURTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota, this
10~~th~~ day of NOVEMBER, 2001.

Morris L. Lanning
MORRIS L. LANNING, Mayor

ATTEST:

Kaye E. Buchholz
KAYE E. BUCHHOLZ, City Clerk




**SIGNATURE PAGE FOR FOURTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 10TH day of NOVEMBER, 2001.



KEVIN CAMPBELL, Town Board Chair

ATTEST:

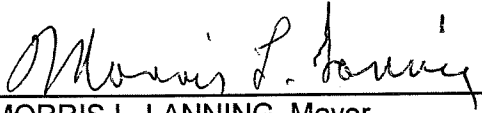


CAROL M. KUEHL, Town Clerk

(SEAL)

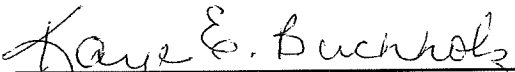
**SIGNATURE PAGE FOR THIRTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota, this
4th day of June, 2001.



MORRIS L. LANNING, Mayor

ATTEST:

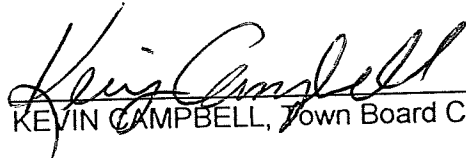


KAYE E. BUCHHOLZ, City Clerk

(SEAL)


SIGNATURE PAGE FOR TWELFTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 19 day of July, 1999.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

FIFTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 15th day of APRIL, 2002, by and among the City of Moorhead, Oakport Township, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Sections 3c and 3e(iv) of the Joint Powers Agreement.
 - B. That this Amendment supersede in its entirety the existing language as found in Sections 3c and 3e(iv) of the Joint Powers Agreement.

2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Fifteenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.

- E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.
- F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 3c of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 3c is hereby inserted in its place and stead:

* * * * *

c. The Joint Powers Board will consist of four or six members, with two to be appointed by each of the participating governing bodies subject to the following:

- (i) *All members of the Joint Powers Board must be elected members of the respective participating governing bodies of Moorhead, Oakport, and Clay County. The two members to be appointed by the governing body of Clay County from among its membership, **with the exception of an alternate to the Joint Powers Board appointed by the Clay County Board**, during any period in which Clay County is participating on the Joint Powers Board will consist of one member whose district lies substantially within Moorhead and one member whose district includes Tract 2. Each member so appointed will serve on the Joint Powers Board for such term as the appointing governing body may determine, provided such person continues to be a member of such governing body.*
- (ii) *Vacancies will be filled in the same manner and by the same body which made the initial appointment for the vacancy to be filled.*
- (iii) ***Each participating governing body shall appoint an alternate from its elected members to serve in the absence of a regular Joint Powers Board member.***

* * * * *

4. AMENDMENT. Section 3e(iv) of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 3e(iv) is hereby inserted in its place and stead:

* * * * *

- (iv) *The presence of two-thirds (2/3) of the Joint Powers Board*

members will constitute a quorum for the transaction of Joint Powers Board business provided that at least one member from each participating governing body is present.

- A. In the absence of a quorum, the meeting will be cancelled.
- B. If a quorum is present when a duly called or held meeting is convened, the members present may continue to transact business until adjournment, even though the withdrawal of a number of members originally present leaves less than the number otherwise required for a quorum so long as one member from each of the participating governing bodies remains in attendance.

(v) The Joint Powers Board will take action by the affirmative vote of a majority of the members present at a duly held meeting.

- A. Each member of the Joint Powers Board will be entitled to one (1) vote to be cast in person by that member.
- B. ~~Neither proxies nor~~ Abstentions will not be allowed when voting.
- C. A member who is present at a meeting when action is approved by an affirmative vote of a majority of the members present, is presumed to have assented to the action approved, unless the member:
 - (1) Objects at the beginning of the meeting to the transaction of business because the meeting was not lawfully called or convened and does not participate thereafter in the meeting, in which case the member will not be considered to be present at the meeting for any purpose; or
 - (2) Votes against the action at the meeting and requests a recordation of each member's vote.
- D. Alternates will have full voting privileges in the absence of a regular member of the Joint Powers Board from that jurisdiction.

* * * * *

RESOLUTION

WHEREAS, the City of Moorhead, Oakport Township, and Clay County entered into a Joint Powers Agreement for annexation of Tract 2 of the Oakport Orderly Annexation Area as recorded by the Clay County Recorder on March 27, 1990 as document number 4296532; and

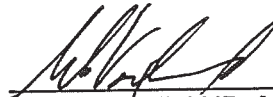
WHEREAS, the City of Moorhead, Oakport Township, and Clay County wish to amend Section 3c and 3e(iv) of the Oakport Joint Powers Agreement to allow the appointment of an alternate member of the Oakport Joint Powers Board from each of the participating jurisdictions; and

WHEREAS, the Oakport Joint Powers Board considered the 14th Amendment to the Oakport Joint Powers Agreement on April 2, 2002 and has recommended ratification of the 15th Amendment by the Clay County Board, Oakport Town Board, and Moorhead City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead that the 15th Amendment to the Oakport Joint Powers Agreement is approved.

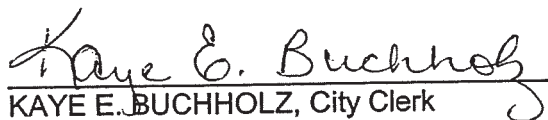
PASSED by the City Council of the City of Moorhead this 15th day of April, 2002.

APPROVED BY:



MARK VOXLAND, Mayor

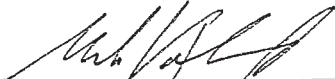
ATTEST:


KAYE E. BUCHHOLZ, City Clerk

(SEAL)

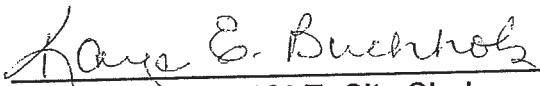
**SIGNATURE PAGE FOR FIFTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota,
this 15TH day of APRIL, 2002.



MARK VOXLAND, Mayor

ATTEST:




KAYE E. BUCHHOLZ, City Clerk

(SEAL)

**SIGNATURE PAGE FOR FIFTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota,
this 16th day of April, 2002.



County Board Chair

ATTEST:



LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

**SIGNATURE PAGE FOR FIFTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 15 day of April, 2002.

Kevin Campbell
KEVIN CAMPBELL, Town Board Chair

ATTEST:

Carol M. Kuehl
CAROL M. KUEHL, Town Clerk

(SEAL)

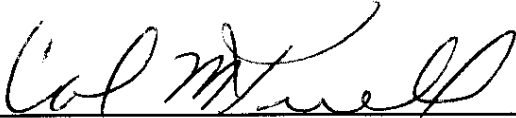
**SIGNATURE PAGE FOR ELEVENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 4 day of JUNE, 1999.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

SIXTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

This Amendment is made and entered into effective this 16th day of SEPTEMBER, 2002, by and among the City of Moorhead, Oakport Township, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 10r of the Joint Powers Agreement.
 - B. That this Amendment supersede in its entirety the existing language as found in Section 10r of the Joint Powers Agreement.

2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Sixteenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 10r of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10r is hereby inserted in its place and stead:

* * * * *

r. No Commercial Uses Except by Conditional Use Permit:
No commercial uses will be permitted in the Rural Residential District, except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Commercial Businesses (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (ii) Outdoor Recreation Facilities (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (iii) Convenience stores; and
- (iv) Motor Fuel Stations; and
- (v) Off-Sale Liquor Stores provided that:
 - a. The site of the off-sale liquor store accesses onto an arterial street as defined by the Metropolitan Transportation Plan's functional classification.
 - b. The site of the off-sale liquor store is guided by the City of Moorhead Comprehensive Plan's Future Land Use Map for commercial land uses.
 - c. The off-sale liquor store is located on a tax parcel with another commercial use allowed by the Rural Residential zoning district.
 - d. One off-sale liquor license may be issued within Tract 2 for the population of Oakport Township established by the 2000 United States Census. One additional off-sale liquor license may be issued within Tract 2 for each additional two thousand residents within Oakport Township.

* * * * *

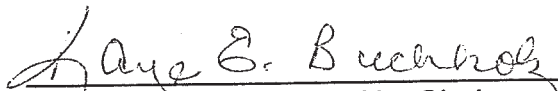
**SIGNATURE PAGE FOR SIXTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota,
this 11~~00~~ day of SEPTEMBER, 2002.



MARK VOXLAND, Mayor

ATTEST:



KAYE E. BUCHHOLZ, City Clerk

(SEAL)

**SIGNATURE PAGE FOR SIXTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay, Minnesota,
this 1st day of October, 2002.



County Board Chair

ATTEST:



LORI JOHNSON, County Auditor



(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community and Economic Development

OFFICE OF COUNTY RECORDER
COUNTY OF CLAY, MINNESOTA 1-6

THIS INSTRUMENT WAS CERTIFIED, FILED
AND/OR RECORDED ON 04-17-2003 AT
9:56 AM

AS DOCUMENT NO.

576160

J. Bonnier
J. BONNIE REHDER, CLAY COUNTY RECORDER

SEVENTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT

Chg MOCF
10 Kim Planning

This Amendment is made and entered into effective this 7th day of April, 2003 by and among Moorhead, Oakport, and Clay County.

1. RECITALS. For the purposes of this Amendment, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to allow the placement of commercial wireless telecommunication towers and antennas within portions of Tract 3 of the Oakport Orderly Annexation Area by conditional use permit subject to approval by the Oakport Joint Powers Board.
 - C. That this Amendment supercede in its entirety the existing language as found in Section 11 of the Joint Powers Agreement.
2. DEFINITIONS. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Seventeenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

2-6

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. AMENDMENT. Section 11 of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10n is hereby inserted in its place and stead:

* * * * *

11. ZONING REGULATIONS – TRANSITIONAL AND SINGLE-FAMILY RESIDENTIAL

a. **TRANSITIONAL** – That portion of Tract 3 of the Joint Powers Territory lying east of the Burlington Northern, Inc. right-of-way will be zoned as Transitional.

i. **No commercial or Industrial Uses Except by Conditional Use Permit:** No commercial or industrial uses will be permitted in the Transitional Zoning District, except that the following commercial or industrial uses maybe allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- 1. Remodeling or additions to lawful non-conforming commercial or industrial use.
- 2. Towers which meet the requirements of Chapter 25 of the Moorhead Zoning Ordinance.

b. **R1B, SINGLE-FAMILY RESIDENTIAL** – The Oakport Joint Powers Board may, in accordance with Chapter 4 of the Moorhead Zoning Ordinance, rezone any property within Tract 2 or that portion of Tract 3 lying west of the Burlington Northern Inc. right-of-way as R1B, Single-Family Residential. The R1B zoning district within the Oakport Orderly Annexation Area shall incorporate the use, dimension, and all other requirements of the Rural Residential zoning district with the following exceptions:

- i. Lot Area: 12,500 square feet
- ii. Lot Width:
 - 1. 90 feet for interior lots
 - 2. 100 feet for corner lots
- iii. Setbacks:
 - 1. Front Yards: 30 feet
 - 2. Side Yards: 10 feet for interior side property lines
 - 3. Side Yards: 15 feet for side property lines abutting a public street
 - 4. Rear Yards (Principal Structures): 25 feet
 - 5. Rear Yards (Accessory Structures): 3 feet, except on corner lots, which shall not be less than 12 feet on the side abutting the street.

3-10

iv. Lot Coverage: No structure or combination of structures shall occupy more than 25% of the lot area.

c. REGULATION OF NONCONFORMING LOTS (Including Any Nonconforming Single Family Residential Lot), USES, BUILDINGS, AND STRUCTURES - Regulation of non-conforming lots (including any nonconforming single family residential lot), uses, buildings, and structures within the Transitional and R1B districts will be governed by Title 10. Notwithstanding this Section and the provisions of Title 10, a single family dwelling and customary accessory buildings may be erected within the R1B district on any non-conforming single family residential lot provided that:

- (i) The single family dwelling fronts on a street;
- (ii) The frontage, depth, and area measurements are at least seventy-five percent (75%) of the minimum requirements imposed by Section 11.
- (iii) The sideyard and front yard setback requirements imposed by Section 11.

* * * * *

4-6

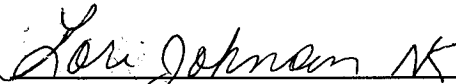
**SIGNATURE PAGE FOR SEVENTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Commissioners of the County of Clay,
Minnesota, this 1st day of April, 2003.



JON EVERT, County Board Chair

ATTEST:



LORI JOHNSON, County Auditor

(SEAL)

THIS DOCUMENT PREPARED BY:
City of Moorhead, Community Services Department

11/04/2009 AT 01:29PM
AS DOCUMENT #

676234

J. BONNIE REHDER, *ds*
CLAY COUNTY RECORDER

PAGES: 5

**EIGHTEENTH AMENDMENT
TO
OAKPORT JOINT POWERS AGREEMENT**

eng moor
16 AMY-csd

This Amendment is made and entered into effect this 14 day of September 2009 by and among Moorhead, Oakport and Clay County.

1. Recitals. For the purposes of this Agreement, the parties make the following declarations:
 - A. That they wish to modify and amend the Joint Powers Agreement pursuant to Section 18 of the Joint Powers Agreement.
 - B. That this Amendment is made to allow the placement of commercial wireless telecommunication towers and antennas within portions of Tract 2 of the Oakport Orderly Annexation Area by conditional use permit subject to approval by the Oakport Joint Powers Board.
 - C. That this Amendment supercedes in its entirety the existing language as found in Section 10 of the Joint Powers Agreement.
2. Definitions. For the purpose of this Amendment:
 - A. "Amendment" shall mean this Eighteenth Amendment to the Joint Powers Agreement.
 - B. "Clay County" shall mean the County of Clay, Minnesota, a body corporate and politic duly organized and existing under the laws of the State of Minnesota.
 - C. "Joint Powers Agreement" shall mean the Oakport Joint Powers Agreement made and entered into effective the 15th day of February, 1990, by and among Moorhead, Oakport, and Clay County, recorded in the office of the Clay County Recorder on March 27, 1990 at Micro Card No. 429562.
 - D. "Joint Powers Board" shall mean the Oakport Joint Powers Board created by Moorhead, Oakport, and Clay County to jointly exercise the powers granted under the Joint Powers Agreement.
 - E. "Moorhead" shall mean the City of Moorhead, Minnesota, a municipal corporation duly organized and existing under the laws of the State of Minnesota.

F. "Oakport" shall mean the Town of Oakport, a town duly organized and existing under the laws of the State of Minnesota.

3. Amendment. Section 10-n of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10n is hereby inserted in its place and stead:

* * * * *

10. ZONING REGULATIONS – Rural Residential

n. Radio, Microwave, Television and Similar Towers: Other than those in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance, no commercial radio, microwave, television, and similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board. No governmental radio, microwave, television, or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board. No personal or private radio, microwave, television, or similar towers will be permitted in the Rural Residential district without a conditional use permit from the Joint Powers Board, including the Board finding that, in the event of the tower falling, the tower will not land in or upon a parcel of another property owner.

* * * * *

4. Amendment. Section 10-r of the Joint Powers Agreement is hereby revoked in its entirety and the following Section 10r is hereby inserted in its place and stead:

10. ZONING REGULATIONS – Rural Residential

r. No Commercial Uses Except by Conditional Use Permit: No commercial uses will be permitted in the Rural Residential District, except that the following commercial uses may be allowed pursuant to a conditional use permit issued by the Joint Powers Board:

- (i) Commercial Businesses (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (ii) Outdoor Recreation Facilities (which were in existence on February 15, 1990 as a permitted use under the Clay County Zoning Ordinance);
- (iii) Convenience Stores;
- (iv) Motor Fuel Stations; and
- (v) Commercial Antennas.

SIGNATURE PAGE FOR EIGHTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport,
Minnesota, this 8 day of SEPT, 2009.



GREG ANDERSON, TOWN BOARD CHAIR

ATTEST:

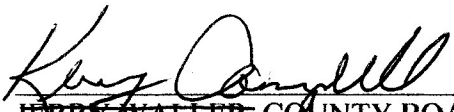


CAROL KUEHL, TOWN CLERK

(SEAL)

SIGNATURE PAGE FOR EIGHTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the County of Clay, Minnesota, this 8 day of
September, 2009.


VICE
JERRY WALLER, COUNTY BOARD CHAIR
KEVIN CAMPBELL

ATTEST:


LORI JOHNSON, COUNTY AUDITOR

(SEAL)

SIGNATURE PAGE FOR EIGHTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the City Council of the City of Moorhead, Minnesota, this
14 day of September, 2009.

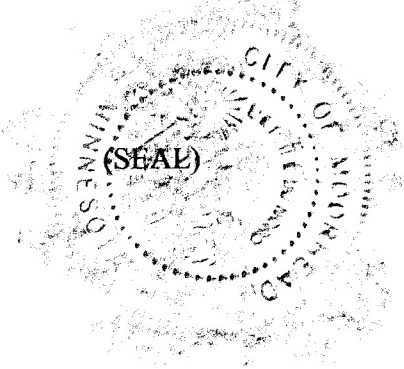


MARK VOXLAND, MAYOR

ATTEST:




KAYE E. BUCHHOLZ, CITY CLERK



56

**SIGNATURE PAGE FOR SEVENTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of Oakport, Minnesota, this 7th day of April, 2003.



GREG ANDERSON, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)

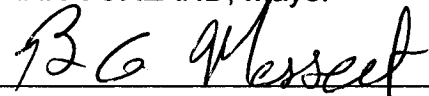
6-6

**SIGNATURE PAGE FOR SEVENTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT**

AGREED TO AND ADOPTED by the City Council of the City of Moorhead,
Minnesota, this 7th day of April, 2003.

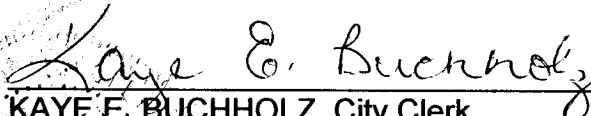


MARK VOXLAND, Mayor

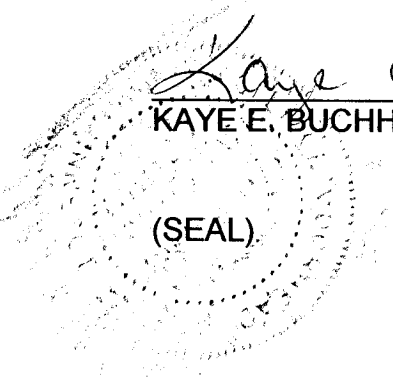


BRUCE A. MESSELT, City Manager

ATTEST:



KAYE E. BUCHHOLZ, City Clerk



(SEAL)

SIGNATURE PAGE FOR SIXTEENTH AMENDMENT
TO JOINT POWERS AGREEMENT

AGREED TO AND ADOPTED by the Town Board of Supervisors of the Town of
Oakport, Minnesota, this 18 day of November, 2002.



KEVIN CAMPBELL, Town Board Chair

ATTEST:



CAROL M. KUEHL, Town Clerk

(SEAL)