

REC'D BY
M M B

JAN 28 2008

(Do Not Write Above This Line - County Recorder Use Only)

ORDERLY ANNEXATION AGREEMENT

A Joint Resolution and Agreement of the City of Montrose
and the Town of Marysville as to the Orderly Annexation of Territory

City of Montrose Resolution Number 2008-01
and
Town of Marysville Resolution Number 2007-02

WHEREAS, the city of Montrose, ("City") and the Town of Marysville ("Township") desire to enter into a Joint Resolution and Agreement for the orderly annexation of certain property ("Territory"), pursuant to Minnesota Statutes Chapter 414.0325, Subdivision 1, which is legally described as:

All of Sections 25, 26, 35 and 36 Township 119N, Range 26W and the East ½ of Sections 27 and 34, Township 119N, Range 26W.

WHEREAS, City and Township are in agreement as to the orderly annexation of the Territory;

WHEREAS, it is in the best interest of the City and Township to agree to an orderly annexation in furtherance of the protection of the public health, safety, and welfare; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution and Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City of Montrose, Wright County, Minnesota and the Township of Marysville, Wright County, Minnesota, as follows:

1. That upon approval by the respective governing bodies of City and Township, this Joint Resolution and Agreement shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustment, ("The Department") so as to establish the orderly annexation area ("OAA") consisting of the Territory described above, and to provide for its orderly annexation in accordance with the terms of this Joint Resolution and Agreement.
2. The Territory described above is properly subject to orderly annexation pursuant to Minnesota Statutes Chapter 414.0325, Subdivision 1. The parties hereto do hereby designate this area as in need of orderly annexation as provided by statute. The area to be annexed consists of approximately 3,200 acres. City and Township mutually state that no alteration by The Department of the OAA boundaries as described above is appropriate or permitted.

The Town and City mutually agree and state that this Joint Resolution and Agreement sets forth the conditions for annexation of area designated and that no consideration by the Department is necessary. The department may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the Joint Resolution.

3. The following procedures shall be followed to annex property located within the Territory to City:
 - A. A property owner shall submit a petition for annexation to City:
 - B. The property owner shall pay Township the fee outlined below:
 1. For unimproved land, the property owner shall pay \$250.00 per acre annexed.
 2. For improved land, the property owner shall pay the greater of (a) a flat fee of \$300.00 or (b) five times the amount of taxes due to be collected by Township on the annexed property in the year the property was annexed;
 - C. The property owner shall pay any deferred special assessments in full, including interest;
 - D. City and Township shall discuss the petition and may schedule a joint meeting to discuss the petition with the property owner. City and Township will specifically address any environmental or water runoff concerns, whether an Environmental Assessment Worksheet is needed, or whether tile or waterways need to be improved;

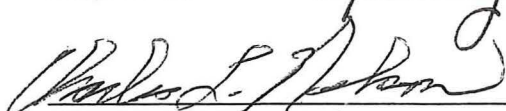
- E. After the petitioner has met or agreed to perform all conditions or requirements of City and Township, including payment of the appropriate fee to Township, a joint resolution approving the annexation shall be drafted by City;
 - F. The joint resolution approving annexation shall be signed by City and Township and forwarded to The Department;
 - G. The annexation shall be effective when approved by The Department or its successor; and
 - H. Upon approval by The Department or its successor, the annexation agreement shall be recorded with the Wright County Recorder's Office.
4. The City and Township also agree as follows:
- A. Contractors or Developers shall be required to maintain gravel roads used during construction, including but not limited to dust control coating, grading and repair of any damage caused and shall be required to post a performance bond in an amount of not less than \$10,000.
 - B. Any roads which are wholly included in, or which border on at least one side of, an area being annexed into the City, will become the property of the City effective upon the effective date of such annexation, and the City will thenceforth have responsibility for maintaining all such roads. The City further agrees to keep and maintain any existing field accesses in the annexed area.
 - C. The entire roadway that borders City and Township as a result of an annexation shall be maintained by City.
 - D. The parties agree that Wright County's Comprehensive Land Use Plan and zoning ordinances shall continue to be in full force and effect within the Territory, except, and until, respective parcels of property within the Territory are actually annexed into the City, whereupon the City's Comprehensive Land Use Plan and zoning ordinances shall be applicable to the property so annexed; Wright County shall also have responsibility for enforcing compliance with its Comprehensive Land Use Plan and zoning ordinances with in the Territory, except, and until, respective parcels of property within the Territory are actually annexed into the City. A business located in the Territory may continue its use upon annexation as a non-conforming use although such use or

occupation does not conform to the City's Comprehensive Plan or zoning regulations, but if such nonconformity or occupancy is discontinued for a period of more than one year, or any nonconforming building or structure is destroyed by fire or other peril to the extent of 50 percent of its market value, any subsequent use or occupancy of the land or premises shall be a conforming use or occupancy.

- E. Contractors or Developers shall be required to make a park dedication of at least 10% of the gross acreage annexed to City.
 - F. If an annexation becomes effective on or before August 1 of a levy year, City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, Township may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following year. City shall make no payments to Township for taxes levied on an annexed parcel except as provided in Section 5 herein.
5. The City shall remit all delinquent taxes, charges and assessments collected from any portion of the Territory if such taxes or charges were originally payable while the delinquent property remained in Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CPR, and This Old House, and taxes that were deferred under one of these programs is paid to City, City shall remit to Township the amount which was deferred during the time the property was in the township.
 6. This Joint Resolution and Agreement shall be effective on the day it is approved by The Department.
 7. On an annual basis, and upon request of either City or Township, City and Township shall meet and discuss proposed modifications to this Joint Resolution and Agreement including modifications to the Orderly Annexation Area. This Joint Resolution and Agreement may be amended from time to time by mutual agreement of City and Township.
 8. The Township shall place this Joint Resolution and Agreement of record in the office of the Wright County Recorder to place future owners of property within the Territory on notice of the terms of this Joint Resolution and Agreement.
 9. The parties agree that no land within the OAA shall be annexed from Township to City via any process except that set forth herein, so long as

this Joint Resolution and Agreement remains in effect. It is the intent of the parties that the terms of this Joint Resolution and Agreement act to prohibit annexation (within the OAA) under any laws currently in force, if annexation under such laws would be contrary to the annexation procedures set out in this Joint Resolution and Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MONTROSE THIS
14th DAY OF January, 2007. 2008.



Charles L. Nelson, Mayor

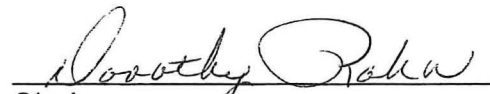


Barbara C. Thwing-Swanson, Clerk

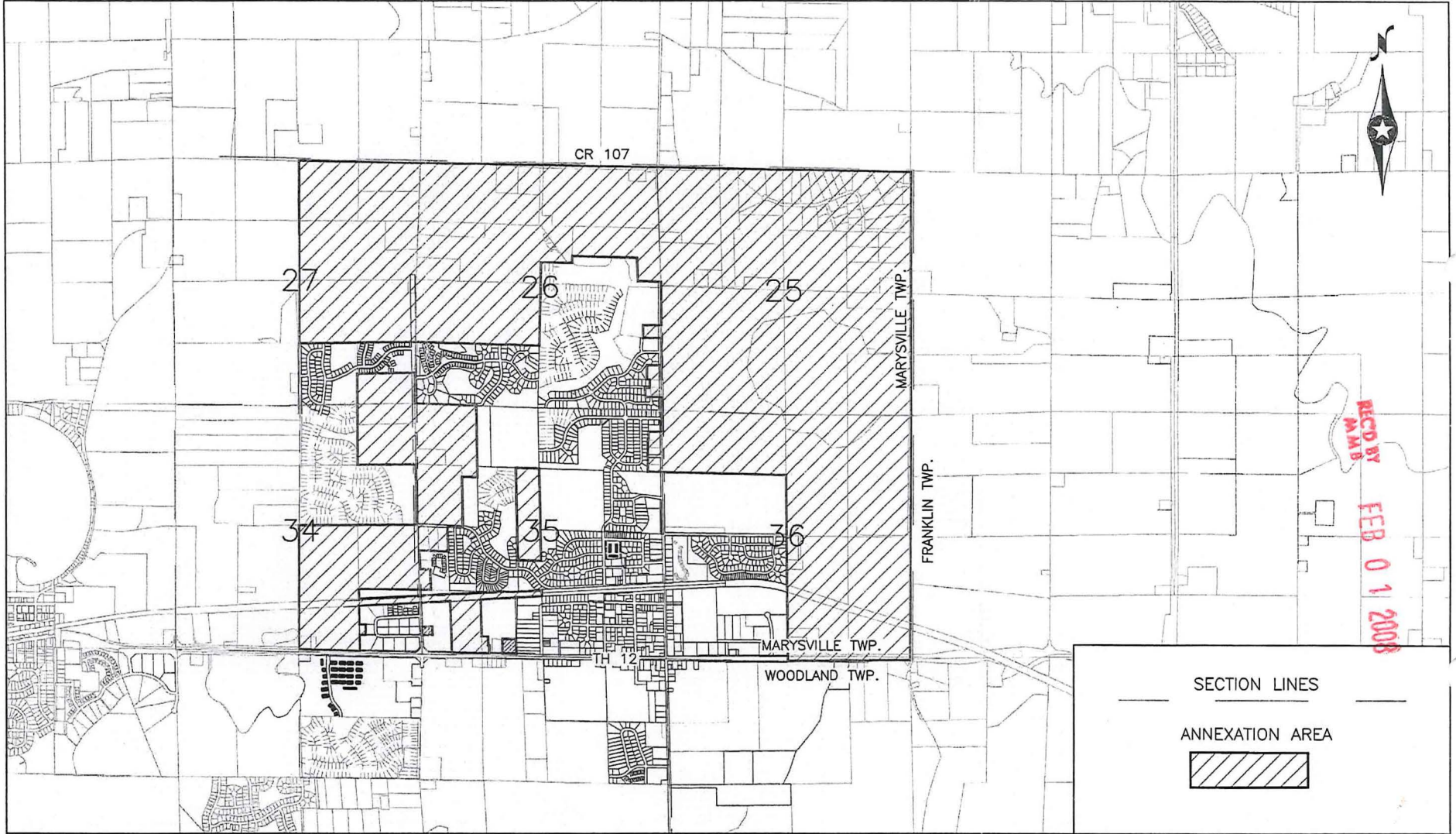
ADOPTED BY THE TOWN BOARD OF THE TOWN OF MARYSVILLE THIS
17th DAY OF December, 2007.



Chairman

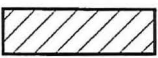



Clerk



RECORDED
M.M.B.
FEB 01 2008

SECTION LINES

ANNEXATION AREA


0 2000 4000

 SCALE FEET

©Bolton & Menk, Inc. 2008, All Rights Reserved
 40042_marysville1wpFig1.dwg H:\MTRS\W1340042\DISPLAY No Project

BOLTON & MENK, INC.
 Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN
 BURNSVILLE, MN CHASKA, MN RAMSEY, MN AMES, IA

CITY OF MONTROSE, MINNESOTA
 MARYSVILLE TOWNSHIP
 ORDERLY ANNEXATION AGREEMENT

JANUARY, 2008 FIGURE NO. 1