

APR 15 2015

**In the Matter of A-7899 - the City of
La Crescent/La Crescent Township**

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE PETITION FOR)
THE ANNEXATION OF CERTAIN LAND)
TO THE CITY OF LA CRESCENT PURSUANT)
TO MINNESOTA STATUTES § 414)

JOINT RESOLUTION

JOINT RESOLUTION FOR ORDERLY ANNEXATION BY AND BETWEEN
LA CRESCENT TOWNSHIP AND THE CITY OF LA CRESCENT IN SETTLEMENT OF
MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS FILE NO.
A-7899 LA CRESCENT/ LA CRESCENT TOWNSHIP

WHEREAS, the City of La Crescent (the "City") filed an annexation petition - Notice of Intent for Annexation, dated August 11, 2014, and filed on August 29, 2014, with the Minnesota Office of Administrative Hearings Municipal Boundary Adjustments Unit (File No. A-7899 La Crescent/La Crescent Township) seeking annexation of certain areas located within La Crescent Township (the "Township") pursuant to Minnesota Statutes, Section 414.033, subd. 3; and

WHEREAS, pursuant to Minnesota Statutes, Section 414.033, subd. 3, the Township adopted a resolution dated October 28, 2014 objecting to the City's above-referenced annexation petition and filed the same with the Minnesota Office of Administrative Hearings Municipal Boundary Adjustments Unit (the "OAH-MBAU") on November 4, 2014; and

WHEREAS, pursuant to Minnesota Statutes, Sections 414.031, 414.033, subd. 3, and 414.09, the OAH-MBAU, following proper published notice thereof, set the matter on for a contested case hearing and opened the hearing record in the above-referenced matter on January 5, 2015 where the matter was continued indefinitely pending mediation of the matter; and

WHEREAS, the Township and the City entered into mediation of the above-referenced matter on February 24, 2015 and worked toward settlement of their boundary dispute; and

WHEREAS, the Township and City have now reached a settlement agreement believed to be in their mutual best interests; and

WHEREAS, the Township and City desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution in settlement of the above-referenced contested case matter; and

WHEREAS, for ease of reference, the area of the Township proposed for immediate orderly annexation in accordance with this Joint Resolution (hereinafter referred to as the "Subject Area") is legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City has available capacity to provide needed services to the Subject Area; and

WHEREAS, the Township and City agree that orderly annexation of the Subject Area is in the best interest of the property owner and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the Township and City desire to accomplish the immediate orderly annexation of the Subject Area without the need for any further hearings before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Crescent and the Township Board of Supervisors of the Township of La Crescent as follows:

1. Designation of Subject Area. The Township and City hereby designate the Subject Area legally described in Exhibit A for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325:
2. Acreage of Subject Area. The Township and City agree that the Subject Area is approximately 5.7 acres.
3. Map of Subject Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated herein by reference.
4. No Hearing Required/Review and Comment Jurisdiction Only. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit may review and comment hereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.

5. Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the Township and City agree that upon annexation of the Subject Area, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule:
 - (a) In the first year following the year the city could first levy on the annexed area, an amount equal to \$5,143.82; (b) In the second year an amount equal to \$5,143.82; and (c) In the third and final year, an amount equal to \$5,143.82.
6. Tax Rate Phase-in. Following annexation of the area legally described in Exhibit A, the tax rate of the City applied to the area of the Township hereby annexed shall be increased in substantially equal proportions over three (3) years to equality with the City's tax rate applicable to other property already in the City.
7. Withdraw Contested Case Petition. The City agrees to withdraw its pending contested case annexation petition, File No. A-7899, as soon as practicable after execution and filing of this Joint Resolution with the OAH-MBAU.
8. Municipal Services.
 - a. After annexation of the Subject Area, the City shall be responsible for providing municipal governmental services within the Subject Area. In the event that property owners within the Subject Area desire to receive certain municipal service that the property owner is not currently receiving, property owners may file a petition with the City for such service and receive consideration from the City Council. The City Council will endeavor to provide property owner petitioned services to the requesting properties in a timely manner to the extent practicable in the judgment of the City Council based on factors, including but not limited to the following: cost, timing and feasibility of the service project; cost, timing and feasibility of other City improvement projects; demonstrated service need; location of the petitioning property; distance of petitioning property from the petitioned service; type of service; capital improvement plan; comprehensive plan and other City land use controls; new or existing development; environmental review; number of property owners seeking services; and financial considerations including but not limited to assess ability of the service to the petitioning property and other likely situated properties, and the extent of property owner provided financing for the requested service.
 - b. The City will not require a mandatory connection to municipal services for a period of six (6) years after the approval of this Agreement, unless a public safety threat exists or the property is sold or otherwise conveyed. In said event, the property owner will need to connect to municipal services within one (1) year.
 - c. The City of La Crescent agrees not to annex any property that is in La Crescent Township that is contiguous to the area included in this Joint Resolution, unless initiated by property owner petition. This provision will remain in effect for six

(6) years from the date that the orderly annexation is agreed upon between the City and the Township.

9. Termination. This Joint Resolution shall remain in full force and effect until one of the following conditions takes place, whichever comes first:

- a. Termination by mutual written joint resolution of the City and Township; or
- b. Upon completion of tax reimbursement to the Township in accordance with paragraph 6 of this Joint Resolution.

10. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

11. Disputes and Remedies. The Townships and City agree as follows:

- a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and Township will direct staff members, as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- b. Mediation/Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties hereto may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.
- c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party to the dispute may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default, or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

12. Modification/Amendment. This Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with the OAH-MBAU, or its successor agency.

13. Severability. In the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.

APR 15 2015

14. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
15. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.
16. Legal Description and Mapping. The Township and City agree, in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit, to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustment Unit as necessary to make effective the annexation of the Subject Area in accordance with the terms of this Joint Resolution.
17. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:
- | | |
|-----------------------|-----------------------|
| If to the City: | If to the Township: |
| City Administrator | Township Clerk |
| La Crescent City Hall | La Crescent Township |
| 315 Main Street | 4610 CTH 6 |
| La Crescent, MN 55947 | La Crescent, MN 55947 |
18. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.
19. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Unit and pay the required filing fee.
20. Joint Participation. The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of La Crescent, Houston County, Minnesota, this 13 day of APRIL, 2015.

APR 15 2015

ATTEST:

TOWNSHIP OF LA CRESCENT

By: Karen Schuldt
Karen Schuldt, Township Clerk

By: DeWayne Severson
DeWayne Severson, Chair

Passed, adopted, and approved by the City Council of the City of La Crescent, Houston County, Minnesota, this 13 day of April, 2015.

ATTEST:

TOWNSHIP OF LA CRESCENT

By: Bill Waller
Bill Waller, City Administrator

By: Mikel Poelinger
Mikel Poelinger, Mayor

EXHIBIT A**Parcel 08.0575.000:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT WEST ON THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 9 A DISTANCE OF 1647.9 FEET TO THE POINT OF BEGINNING, THENCE NORTH 7 DEGREES 55 MINUTES EAST A DISTANCE OF 257.3 FEET, THENCE NORTH 82 DEGREES 05 MINUTES WEST A DISTANCE OF 60 FEET; THENCE SOUTH 7 DEGREES 55 MINUTES WEST A DISTANCE OF 265.88 FEET TO THE SECTION LINE; THENCE EAST ON THE SECTION LINE 60.56 FEET TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES MORE OR LESS.

AND

PART OF BLOCK K OF AUDITORS SUBDIVISION OF SECTION 9, T104N, R4W, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE N 87 DEGREES 59'41" E. 865.21 FEET TO A POINT ON THE NORTH LINE OF C.S.A.H. 25; THENCE S89 DEGREES 43'11" E. ALONG SAID NORTH LINE 41.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89 DEGREES 43'11" E. ALONG SAID NORTH LINE 41.24 FEET; THENCE N8 DEGREES 08'51" E. 232.09 FEET; THENCE N81 DEGREES 51'09" W. 43.60 FEET; THENCE S7 DEGREES 29'02" W. 237.75 FEET TO THE POINT OF BEGINNING. CONTAINS 9,923 SQUARE FEET.

PARCEL 08.0557.000:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 IN TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN RUN WEST ALONG THE SOUTH LINE OF THE ABOVE MENTIONED SECTION 253.6 FEET TO THE PLACE OF BEGINNING, THENCE NORTH 8 DEGREES 30 MINUTES EAST 33 FEET, THENCE NORTH 8 DEGREES 30 MINUTES EAST 214.6 FEET, THENCE NORTH 81 DEGREES 30 MINUTES WEST 65 FEET, THENCE SOUTH 8 DEGREES 30 MINUTES WEST 223.9 FEET, THENCE SOUTH 8 DEGREES 30 MINUTES WEST 33 FEET, THENCE EAST ALONG THE SOUTH LINE OF THE ABOVE MENTIONED SECTION 65.7 FEET TO THE PLACE OF BEGINNING. EXCEPT AN EASEMENT RESERVED FOR THE BENEFIT OF FORMER OWNERS FOR PURPOSES OF TRANSPORT AND TRAVEL OVER AND ACROSS A PORTION OF THE PREMISES DESCRIBED AS FOLLOWS: A STRIP OF LAND EXTENDING 2 RODS SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY BOUNDARY AND EXTENDING FROM THE EASTERLY BOUNDARY LINE TO THE WESTERLY BOUNDARY LINE THEREOF.

Parcel 08.0556.000:

A TRACT OF LAND DESCRIBED AS STARTING AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 9 IN TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE WEST ALONG THE SECTION LINE 254.2 FEET TO AN IRON STAKE WHICH IS THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED,

THENCE NORTH 7 DEGREES 55'E 232.6 FEET TO AN IRON STAKE,

THENCE SOUTH 68 DEGREES 49'E 108.2 FEET,

THENCE SOUTH 7 DEGREES 25'W 192.9 FEET TO THE SECTION LINE,

THENCE WEST ALONG THE SECTION LINE 108 FEET,

TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED REAL ESTATE IS A PART OF LOT 5 OF BLOCK K OF AUDITOR'S SUBDIVISION OF SECTION 9, 104N-R4W 1948 MADE BY JONES & COUSINS, REGISTERED ENGINEERS AND LAND SURVEYORS.

Parcel 08.0570.000:

A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 9 IN TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RUNNING THENCE WEST ALONG THE SECTION LINE 254.2 FEET TO AN IRON STAKE, THENCE NORTH 7 DEGREES 55' E 232.6 FEET TO AN IRON STAKE, THENCE SOUTH 68 DEGREES 49' E 268.1 FEET TO AN IRON STAKE ON THE CENTER LINE OF THE SOUTH RIDGE PUBLIC ROAD, THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC ROAD TO THE EAST LINE OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 9, THENCE SOUTH ON SAID LAST MENTIONED LINE TO THE POINT OF BEGINNING.

EXCEPTING A TRACT OF LAND DESCRIBED AS STARTING AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 9 IN TOWNSHIP 104 NORTH OF RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE WEST ALONG THE SECTION LINE 254.2 FEET TO AN IRON STAKE WHICH IS THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED, THENCE NORTH 7 DEGREES 55' EAST 232.6 FEET TO AN IRON STAKE, THENCE SOUTH 68 DEGREES 49' EAST 108.2 FEET, THENCE SOUTH 7 DEGREES 25' WEST 192.9 FEET TO THE SECTION LINE, THENCE WEST ALONG THE SECTION LINE 108 FEET TO THE POINT OF BEGINNING.

ALL OF THE DESCRIBED REAL ESTATE IS A PART OF LOT 10 OF BLOCKS K AND L OF AUDITOR'S SUBDIVISION OF SECTION 9-104N-R4W 1948 MADE BY JONES AND COUSINS, REGISTERED LAND SURVEYORS AND ENGINEERS.

Parcel 08.0573.000:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{1}{4}$) AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE THEREOF 254.2 FEET; THENCE NORTH 07°55' EAST 232.6 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 07°55' EAST 15.0 FEET; THENCE SOUTH 82°5' EAST 297.9 FEET TO THE CENTERLINE OF SOUTH RIDGE PUBLIC ROAD; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE 90.0 FEET; THENCE WESTERLY 268.1 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 89°48'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 1648.00 FEET; THENCE NORTH 8°13'08" EAST 256.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°51'18" EAST 368.41 FEET TO THE CENTERLINE OF COUNTY ROAD NO. 25 AND THERE TERMINATING.

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH 89°48'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 9 A DISTANCE OF 1648.00 FEET; THENCE NORTH 8°13'08" EAST 256.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°51'18" EAST 368.41 FEET TO THE CENTERLINE OF COUNTY ROAD NO. 25 AND THERE TERMINATING.

HOUSTON COUNTY, MINNESOTA.

Parcel 08.0655.000:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, DESCRIBED AS COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16, THENCE EAST ALONG THE SECTION LINE A DISTANCE OF 305 FEET, THENCE SOUTH 623.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 170.0 FEET, THENCE EAST 150.0 FEET, THENCE NORTH 170.0 FEET, THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.59 ACRES, MORE OR LESS. BEING SUBJECT TO A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 5 FEET AND THE WEST 5 FEET OF THE ABOVE DESCRIBED PROPERTY.

Parcel 08.0434.000:

LOT SEVENTEEN (17), CRESCENT HEIGHTS FIRST ADDITION, LA CRESCENT TOWNSHIP, HOUSTON COUNTY, MINNESOTA.

Parcel 08.0646.000:

W 78' OF EAST 427.6' OF NORTH 153' OF NW $\frac{1}{4}$ NE $\frac{1}{4}$, 16-104-4, EXCEPT NORTH 33' THEREOF, HOUSTON COUNTY, MINNESOTA.

Parcel 08.0645.000:

THE WEST ONE HUNDRED (100) FEET OF THE EAST FIVE HUNDRED TWENTY SEVEN AND SIX TENTHS (527.6) FEET OF THE NORTH ONE HUNDRED FIFTY-THREE (153) FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION SIXTEEN, TOWNSHIP ONE HUNDRED FOUR (104) NORTH OF RANGE FOUR (4) WEST, HOUSTON COUNTY, MINNESOTA, SUBJECT TO A UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH FIVE (5) FEET AND A PUBLIC ROADWAY EASEMENT OVER THE NORTH THIRTY-THREE (33) FEET OF SAID PROPERTY. TOGETHER WITH ALL RIGHTS FOR THE ACQUISITION OF WATER UNDER THE TERMS AND PRICE AS STATED IN THAT CERTAIN WARRANTY DEED DATED THE 10th DAY OF APRIL, 1959, FILED FOR RECORD ON THE 13th DAY OF APRIL, 1959, AND RECORDED IN BOOK 201 AT PAGE 291, IN SAID REGISTER OF DEEDS OFFICE FOR SAID COUNTY AND STATE.

Parcel 08.0644.000:

THE WEST 100 FEET OF THE EAST 627.6 FEET OF THE NORTH 153 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION 16, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, SUBJECT TO A UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 5 FEET, AND A PUBLIC ROADWAY EASEMENT OVER THE NORTH 33 FEET OF SAID PROPERTY; ALSO GRANTING ALL EASEMENT AND WATER RIGHTS AND SUBJECT TO ALL OTHER EASEMENTS AND WATER RIGHTS OF RECORD, RUNNING WITH THE AFOREDESCRIBED LANDS.

Parcel 08.0643.000:

THE WEST 100 FEET OF THE EAST 727.6 FEET OF THE NORTH 153 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED FOUR (104) NORTH OF RANGE FOUR (4) WEST, HOUSTON COUNTY, MINNESOTA.

SUBJECT TO A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH FIVE (5) FEET AND SUBJECT TO A PUBLIC ROADWAY EASEMENT OVER THE NORTH 33 FEET OF SAID PROPERTY.

AND CONVEYING WATER RIGHTS UNDER WATER AGREEMENT DATED MARCH 15, 1966, RECORDED MARCH 17, 1966, IN BOOK 221 OF MISCELLANEOUS, PAGE 23.

Parcel 08.0642.000:

THE WEST 80 FEET OF THE EAST 807.6 FEET OF THE NORTH 153 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) OF SECTION 16, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, EXCEPT THE NORTH 33 FEET THEREOF; AND ALSO SUBJECT TO A UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 5 FEET OF SAID PROPERTY.

Parcel 08.0641.000:

THE WEST 80 FEET OF THE EAST 887.6 FEET OF THE NORTH 153 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) OF SECTION 16, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, EXCEPT THE NORTH 33 FEET THEREOF; AND ALSO SUBJECT TO A UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH 5 FEET OF SAID REALTY FOR THE COMMON USE OF THE MUNICIPALITY AND ADJACENT LAND OWNERS.

Parcel 08.0640.000:

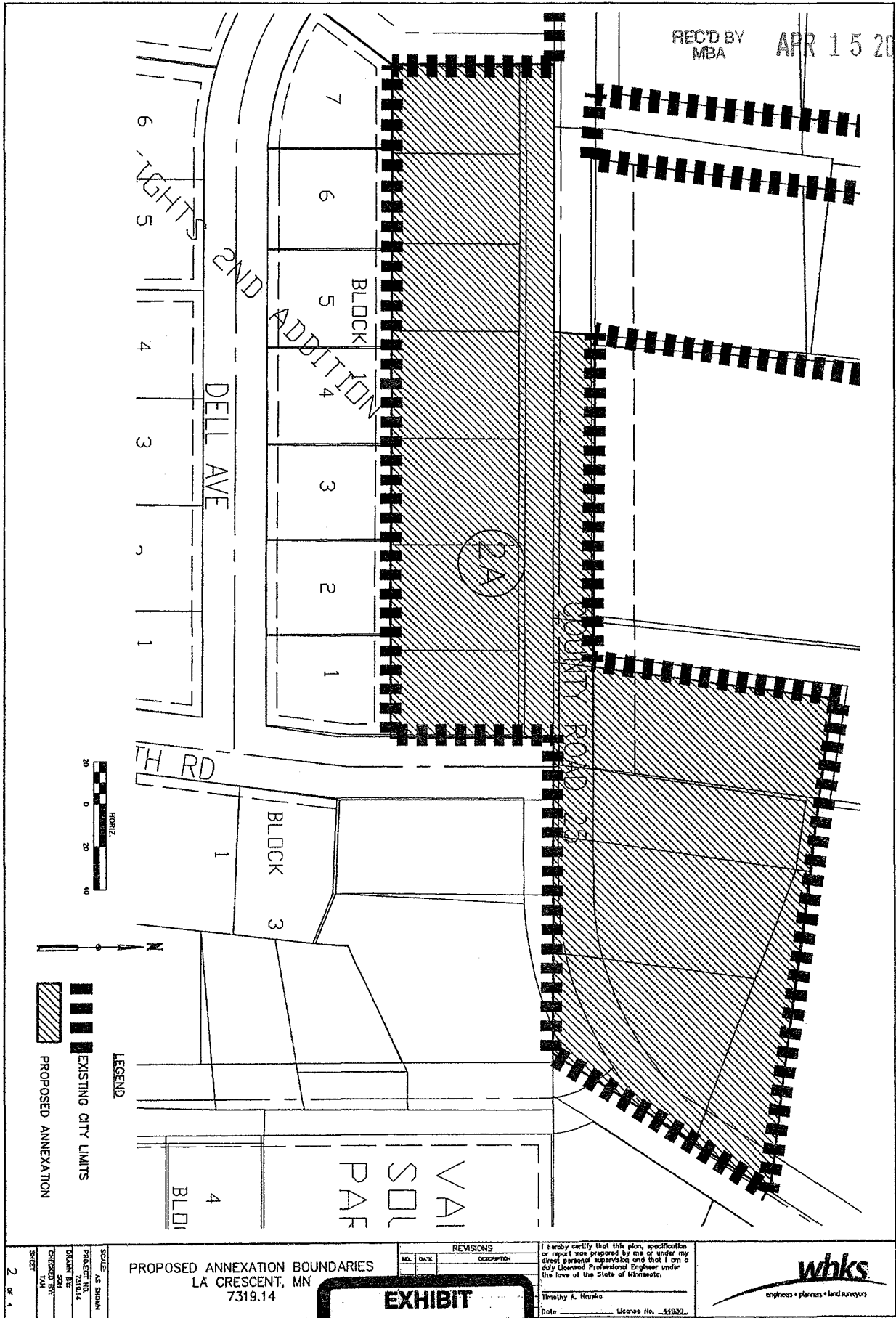
THE WEST 80 FEET OF THE EAST 967.5 FEET OF THE NORTH 153 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) SECTION 16, TOWNSHIP 104 NORTH, RANGE 4 WEST, HOUSTON COUNTY, MINNESOTA, EXCEPT THE NORTH 33 FEET THEREOF; SUBJECT NEVERTHELESS TO A UTILITY AND DRAINAGE EASEMENT OVER THE SOUTH FIVE (5) FEET OF SAID REALTY FOR THE COMMON USE OF THE MUNICIPALITY AND ADJACENT LAND OWNERS.

EXHIBIT B
Boundary Map

The municipal boundary map referenced in the attached Joint Resolution, showing the current City of La Crescent and its relation to the Subject Area to be annexed, legally described in Exhibit A, is attached hereto.

REC'D BY
MBA

APR 15 2015

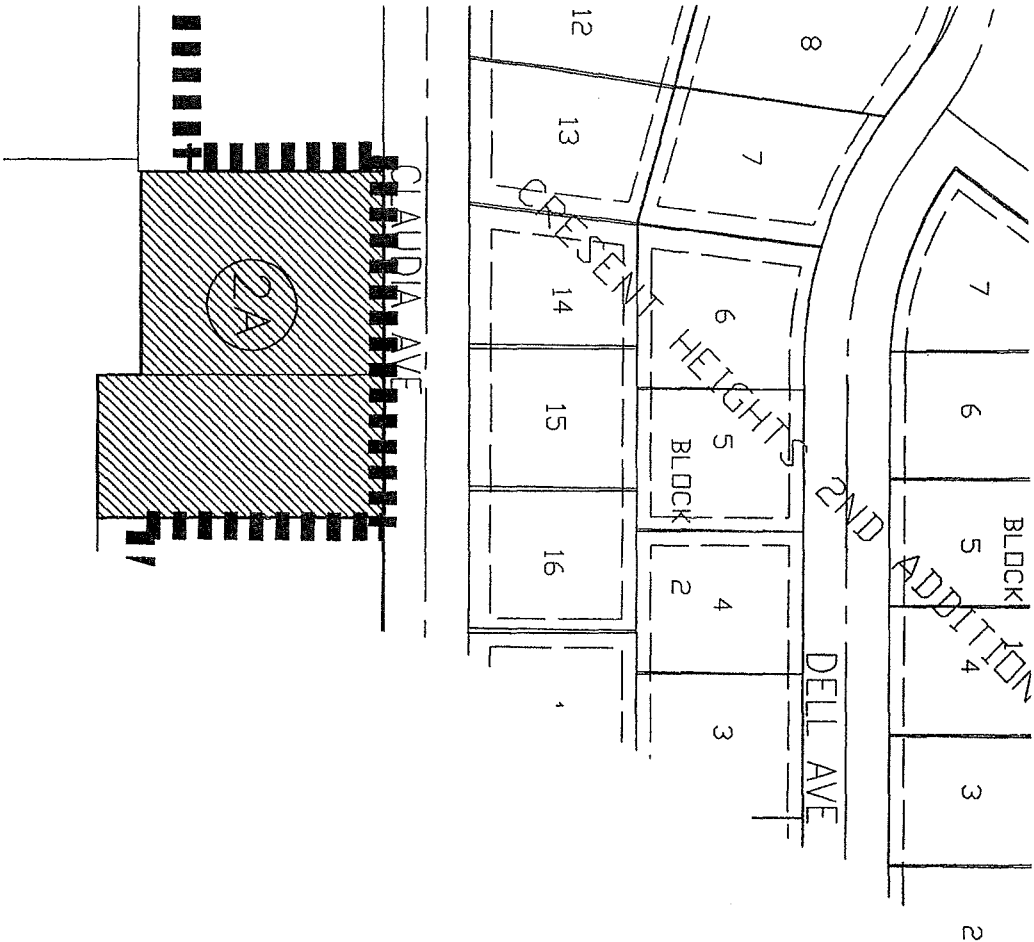


EXHIBIT

B-1

REC'D BY
MBA

APR 15 2015



LEGEND
EXISTING CITY LIMITS
PROPOSED ANNEXATION



SCALE AS SHOWN		PROPOSED ANNEXATION BOUNDARIES LA CRESCENT, MN 7319.14		REVISIONS		I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.	
PROJECT NO.	7319.14	NO.	DATE	DESCRIPTION	DATE	Timothy A. Huske	License No. 44230
DRAWN BY							
CHECKED BY							
INCHES							
SHEET							

tabbles
EXHIBIT
B-2

whks
engineers • planners • land surveyors