

RESOLUTION NO. 0989

**JOINT RESOLUTION OF THE CITY OF GOODVIEW
AND THE TOWNSHIP OF ROLLINGSTONE AS TO THE
ORDERLY ANNEXATION OF KURT KRAMER AND SANDY KRAMER
(a/k/a K & S MINI STORAGE, LLC) PROPERTY**

WHEREAS, the Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments has jurisdiction over certain annexation and orderly annexation issues; and

WHEREAS, the City of Goodview, Winona County, State of Minnesota ("Goodview") and the Township of Rollingstone, Winona County, State of Minnesota ("Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statute 414.0325; and

WHEREAS, Goodview and the Township are in agreement as to the orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, Goodview has fire, police and other regulatory governmental services available to its residents and Goodview is able and willing to provide the necessary governmental services to that portion of the Township to be annexed; and

WHEREAS, Goodview seeks to avoid future environmental problems by developing comprehensive land use planning and controls for that area of the Township to be annexed, so that a long-term environmentally sound solution can be implemented for providing needed services to that area of the Township to be annexed in a cost effective manner; and

WHEREAS, the area to be annexed is now or is about to become urban or suburban in character; and

WHEREAS, it is in the best interest of Goodview, the Township, and their respective residents to agree to an orderly annexation in furtherance of orderly growth and for 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 resolution;

NOW, THEREFORE, BE IT RESOLVED by Goodview and Township as follows:

1. That upon approval by the respective governing bodies of Goodview and the Township, this joint resolution and agreement shall confer jurisdiction upon the Office of Administrative Hearings/Municipal Boundary Adjustments so as to accomplish the orderly annexation of the lands

described in the attached Exhibit "A" in accordance with the terms of this joint resolution and agreement.

2. The following described land will hereinafter be described as the annexation area and said property is properly subject to orderly annexation pursuant to Minnesota Statute Section 414.0325. The parties hereto do hereby designate this area as in need of orderly annexation as provided by statute; this area is legally described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"
Tax Parcel ID# 12.015.0280

3. Goodview and Township mutually state that no alteration by the Office of Administrative Hearings/Municipal Boundary Adjustments to the area boundaries as described in Exhibit "A" (the "orderly annexation area") is appropriate or permitted.
4. The parties acknowledge that Goodview is capable of providing municipal services to said orderly annexation area.
5. For all property annexed to Goodview pursuant to this resolution, the property tax rate for said property will be as determined by Goodview's tax rate beginning with taxes payable in 2016, and taxes collected from the orderly annexation area for the year 2016 and all future years shall be paid to Goodview. All taxes collected from the orderly annexation area for the year 2015 and all prior years shall be paid to Township.
6. The Township and Goodview agree that all debt of the Township, whether bonded indebtedness, certificates of indebtedness or contractual debt shall remain with the remainder of the Township, and that Goodview assumes no liabilities whatsoever of the Township. The Township, its successors and assigns, agree to hold Goodview harmless from any claims any third parties may have against Goodview relating to said debt.
7. The Township, its successors and assigns also agree to indemnify Goodview for any claims which may be made against Goodview which arise as a result of Township action or inaction within the orderly annexation area prior to the finalization of the annexation of the orderly annexation area.
8. Each party shall be responsible for the expenses and costs they have incurred for preparation and submission of this Joint Resolution.
9. The parties agree that Goodview shall pay the Township \$1,200.00 on or before December 31, 2015, for reimbursement as provided in Minnesota Statute Section 414.036.

10. Having designated the area described in Exhibit "A" as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the Office of Administrative Hearings/Municipal Boundary Adjustments is necessary. As such, the Office of Administrative Hearings/Municipal Boundary Adjustments may review and comment, but shall, within thirty (30) days of the date of receipt of this Joint Resolution for Orderly Annexation, order the annexation of lands described in Exhibit "A" in accordance with the terms of this Joint Resolution.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOODVIEW THIS 7th
DAY OF DECEMBER, 2015.

Steve Baumgart
Steve Baumgart, Mayor

Daniel J. Matejka
Daniel J. Matejka, City Administrator

ADOPTED BY THE ROLLINGSTONE TOWNSHIP BOARD THIS 14th
DECEMBER, 2015.

Tim Neyers
Tim Neyers, Chairman

Marcia Anderson
, Clerk



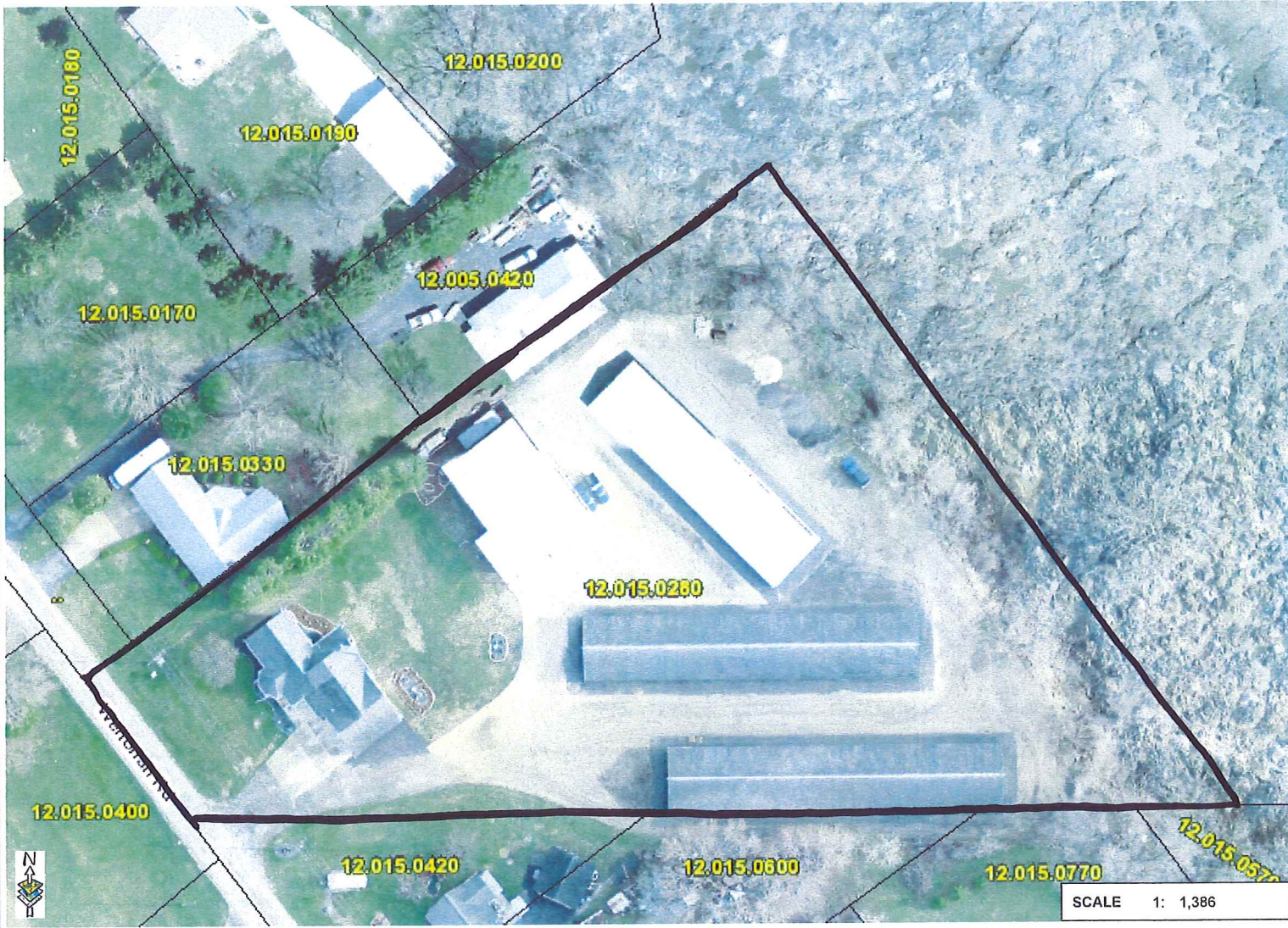
EXHIBIT A

PROPOSED LEGAL DESCRIPTION

That part of the South Half of the Northwest Quarter of Section 12, Township 107, Range 8, Winona County, Minnesota, described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence South 89 degrees 46 minutes 21 seconds East, along the south line of said South Half of the Northwest Quarter, 1333.59 feet to a point on Wenonah Road and the point of beginning of the land to be described; thence continue South 89 degrees 46 minutes 21 seconds East, along said south line of the South Half of the Northwest Quarter, 41.34 feet; thence North 89 degrees 52 minutes 09 seconds East, 338.08 feet; thence South 88 degrees 53 minutes 44 seconds East, 138.15 feet to said south line of the South Half of the Northwest Quarter; thence South 89 degrees 46 minutes 21 seconds East, along said south line of the South Half of the Northwest Quarter, 48.95 feet; thence North 36 degrees 05 minutes 01 seconds West, 438.39 feet; thence South 53 degrees 29 minutes 13 seconds West, 457.78 feet West to a point on said Wenonah Road; thence South 36 degrees 48 minutes 51 seconds East, along said Wenonah Road, 99.50 feet to the point of beginning.

Subject to the right of way of said Wenonah Road.



231 0 116 231 Feet

PROJECTION: WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

TAX ID: 12.015.0280
Owner Name: K & S MINI STORAGE LLC
Parcel Address: 56 WENONAH RD MINNESOTA CITY 55959
Lot Size (acres): 2.79

REC'D BY
MBA
DEC 23 2015

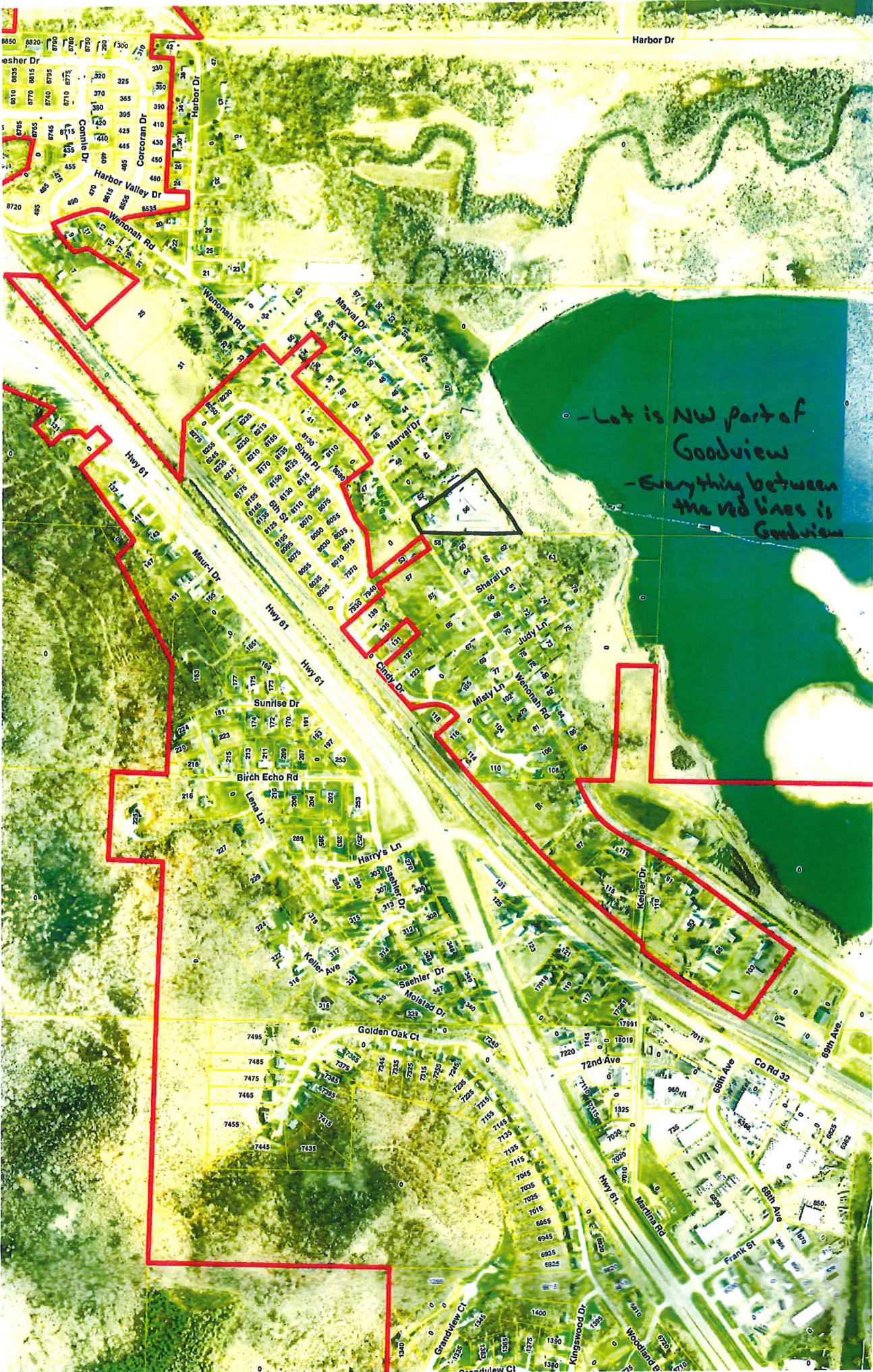
DESCRIPTION:

Sect-12 Twp-107 Range-008 PART S 1/2 NW 1/4 COM AT SW CORNER OF S 1/2 NW 1/4, S 89 DEG E ALONG S LINE OF S 1/2 NW 1/4 1333.59' TO A PT ON WENONAH RD & THE PT OF BEG, S 89 DEG E ALONG S LINE OF S 1/2 NW 1/4 41.34', N 89 DEG E 338.08', S 88 DEG E 138.15' TO S LINE OF S 1/2 NW 1/4, S 89

Est. Land Value: \$56,300
Est. Building Value: \$455,700
Est. Market Value: \$512,000

Lot # :
Block # :
Type : NON-HOMESTEAD

Notice: This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Harbor Dr

- Lot is NW part of Goodview
- Everything between the red lines is Goodview

REC'D BY MBA
DEC 28 2015