

goodview

**RECEIVED**

by OAH on May 27, 2016

RESOLUTION NO. 1003

**JOINT RESOLUTION OF THE CITY OF GOODVIEW  
AND THE TOWNSHIP OF ROLLINGSTONE AS TO THE  
ORDERLY ANNEXATION OF SUNDOWN INVESTMENTS, LLC  
(formerly Sundown Motel) 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# 12.015.1630

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 2017, and taxes collected from the orderly annexation area for the year 2017 and all future years shall be paid to Goodview. All taxes collected from the orderly annexation area for the year 2016 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 \$400.00 on or before December 31, 2016, 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 2<sup>nd</sup>  
DAY OF May, 2016.

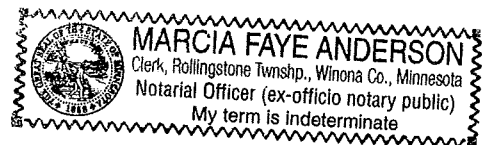
Steve Baumgart  
Steve Baumgart, Mayor

Daniel J. Matejka  
Daniel J. Matejka, City Administrator

ADOPTED BY THE ROLLINGSTONE TOWNSHIP BOARD THIS 9<sup>th</sup> DAY  
OF May, 2016.

Mark Clark  
Mark Clark, Chairman

Marcia Anderson  
~~Marcia~~ Anderson, Clerk  
Marcia



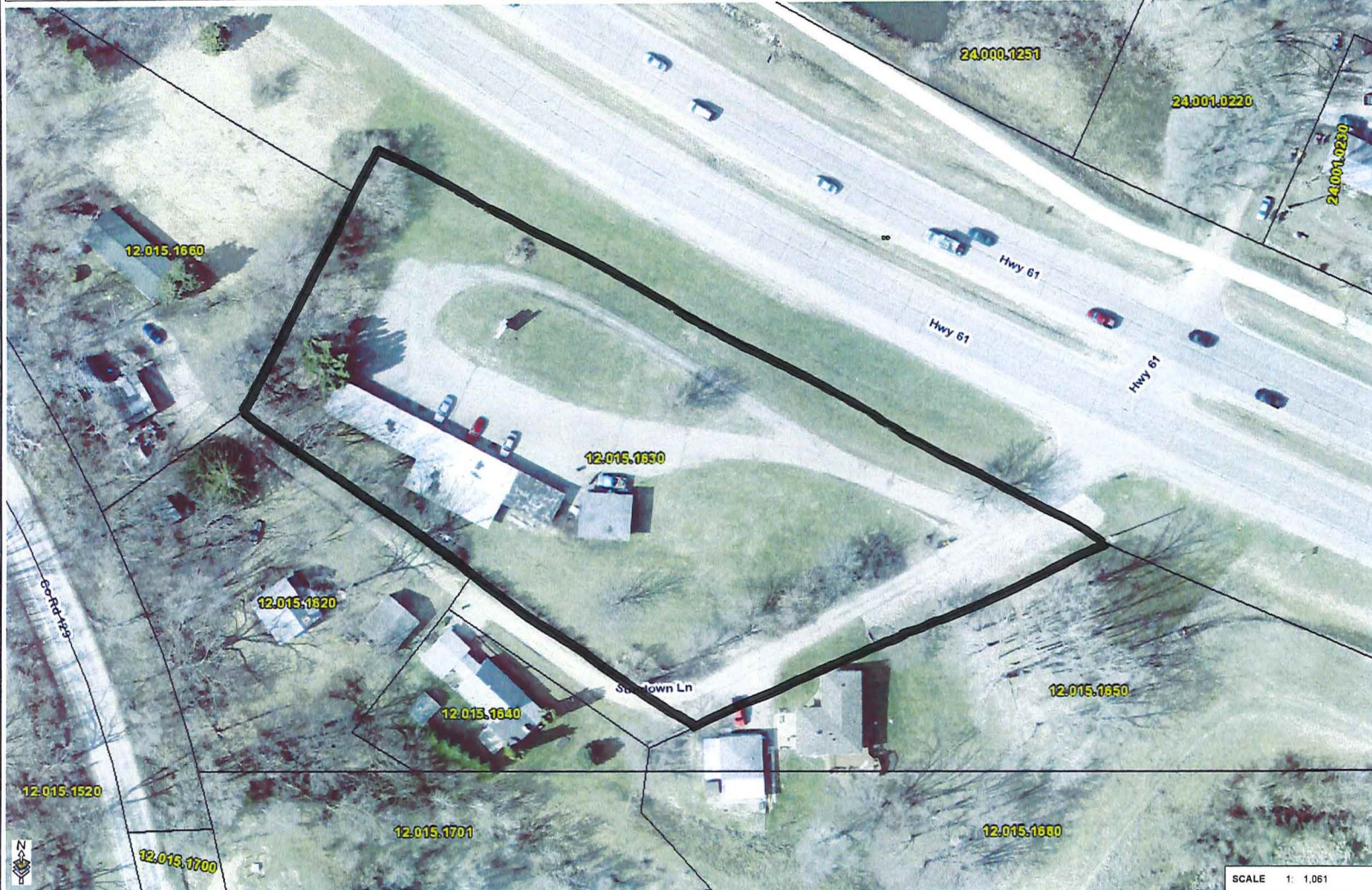
# Exhibit A

Property Description of Record, Doc. No. 593481:

That part of Government Lot Four (4), Section Thirteen (13), Township One Hundred Seven (107) North, of Range Eight (8), West of the Fifth Principal Meridian, Winona County, Minnesota, and more particularly described as follows:

Commencing at the Southeast corner of Section Thirteen (13), Township One Hundred Seven (107) North, Range Eight (8); thence North along the East line of said Section Thirteen (13) a distance of One Thousand Four Hundred Thirty-seven and Nine Tenths (1,437.9) feet to the center line of the Eastbound lane of U.S. Highway No. 61; thence Northwesterly along the center line of the Eastbound lane of U.S. Highway No. 61, a distance of One Hundred Fifty-nine and Two Tenths (159.2) feet; thence at a deflection angle to the left forty-seven degrees fifty-eight minutes ( $47^{\circ}58'$ ) a distance of One Hundred and Four Tenths (100.4) feet to the place of beginning; this point also being the South right of way line of U.S. Highway No. 61; thence continuing Southwesterly and along the last described line a distance of Two Hundred Eighty-four and Six Tenths (284.6) feet; thence at a deflection angle to the right of fifty-eight degrees nine minutes ( $58^{\circ}09'$ ) a distance of Three Hundred Forty-one and Five Tenths (341.5) feet; thence at a deflection angle to the right of eighty-two degrees fifty-seven minutes ( $82^{\circ}57'$ ) a distance of One Hundred Eighty-six (186) feet to the South right of way line of U.S. Highway No. 61; thence Southeasterly along the South right of way line of U.S. Highway No. 61 a distance of Five Hundred Eighteen (518) feet more or less to the place of beginning; subject, however, to an easement in favor of the State of Minnesota as granted by instrument dated February 27, 1948, and recorded in Book 205 of Deeds at Page 547 in the office of the Register of Deeds in and for said county, and further, subject to that certain right of way 35 feet in width along the southeasterly side of said land from the northeasterly line of said land to the southwesterly line thereof, as reserved to the Grantors in that Deed from Fred W. Krage and Louise Marie Krage, husband and wife, Grantors, to Andrew T. Buggs and Joyce Buggs, husband and wife, Grantees, dated December 31, 1959, filed for record January 2, 1960 in the office of the Register of Deeds at Book 242 of Deeds, Page 504.

### Location Map



**Legend**

- ParcelLines
- County Boundary

**Notes**

**Creation Date:**  
11/19/2015 11:43:15 AM

Map Auto-generated by Winona County (GIS Department Map Server).

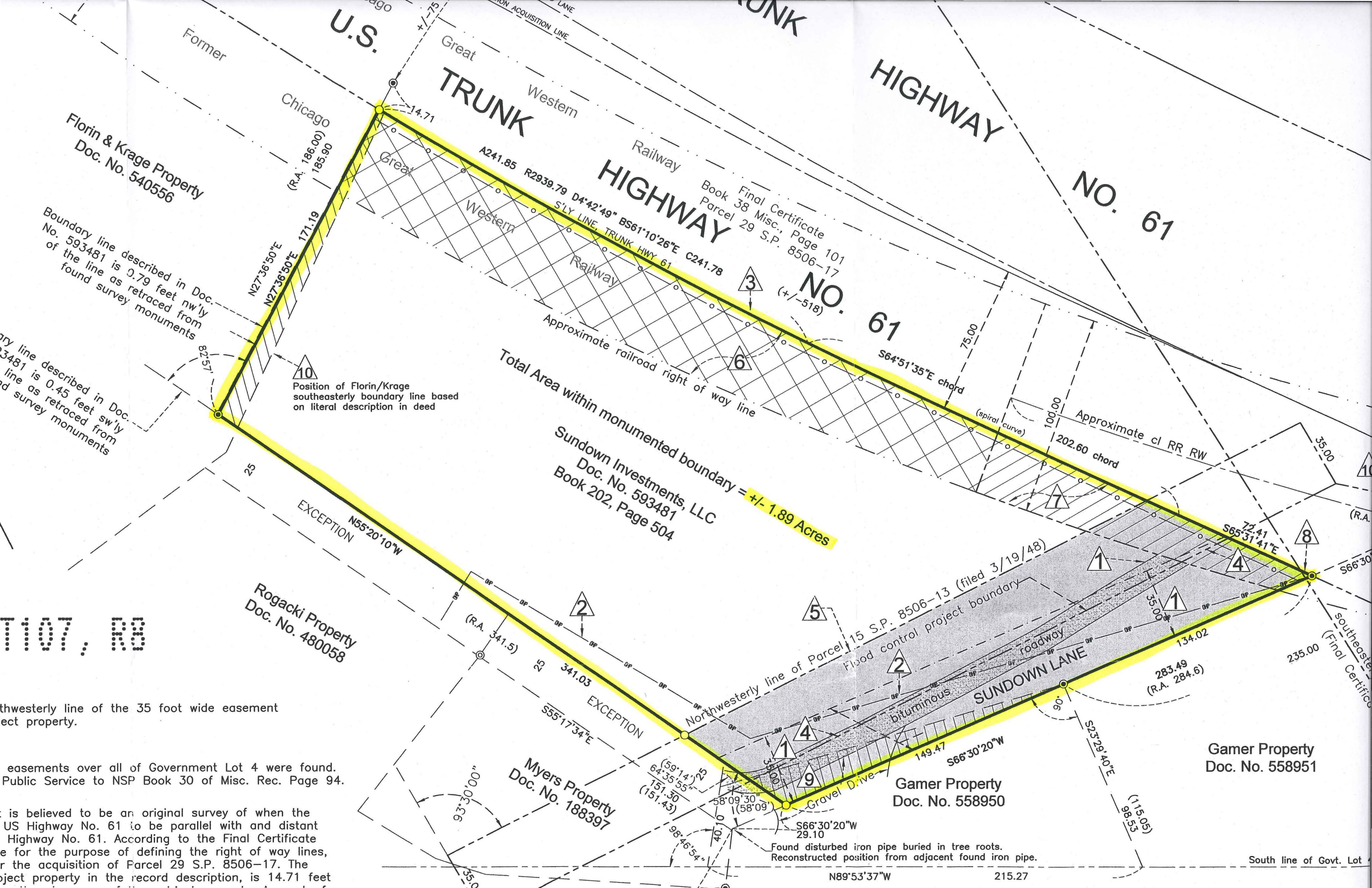
SCALE 1: 1,061

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



Former  
 Florin & Krage Property  
 Doc. No. 540556

Boundary line described in Doc. No. 593481 is 0.79 feet nwly of the line as retraced from found survey monuments

Boundary line described in Doc. No. 593481 is 0.45 feet swly of the line as retraced from found survey monuments

10  
 Position of Florin/Krage southeasterly boundary line based on literal description in deed

Total Area within monumented boundary = +/- 1.89 Acres

Sundown Investments, LLC  
 Doc. No. 593481  
 Book 202, Page 504

Rogacki Property  
 Doc. No. 480058

7107, RR

thwestery line of the 35 foot wide easement ect property.

easements over all of Government Lot 4 were found. Public Service to NSP Book 30 of Misc. Rec. Page 94.

is believed to be an original survey of when the US Highway No. 61 to be parallel with and distant Highway No. 61. According to the Final Certificate e for the purpose of defining the right of way lines, r the acquisition of Parcel 29 S.P. 8506-17. The project property in the record description, is 14.71 feet

Myers Property  
 Doc. No. 188397

Gamer Property  
 Doc. No. 558950

Gamer Property  
 Doc. No. 558951

Found disturbed iron pipe buried in tree roots. Reconstructed position from adjacent found iron pipe.

South line of Govt. Lot