

JOINT RESOLUTION 2018-0213**(WITH CORRECTED LEGAL DESCRIPTION)**

FOR ORDERLY ANNEXATION BY AND BETWEEN LAKE VIEW TOWNSHIP AND THE
CITY OF DETROIT LAKES
(RANDOLPH ROAD – COUNTY HIGHWAY 54)

WHEREAS, Lake View Township and the City of Detroit Lakes have been working toward settlement of annexation issues and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, Lake View Township and the City of Detroit Lakes agree that orderly annexation and extension of municipal services is in the best interest of both communities in order to meet the current and future needs of commercial, residential and other properties located in the areas legally described in this Joint Resolution; and

WHEREAS, Lake View Township and the City of Detroit Lakes agree that orderly annexation and extension of municipal services will promote the public health, safety, and welfare of community; and

WHEREAS, Lake View Township and the City of Detroit Lakes desire to accomplish the orderly annexation of, and the extension of municipal sanitary sewer and water services into the areas legally described in this Joint Resolution in a mutually acceptable manner.

NOW, THEREFORE, BE IT RESOLVED by the City of Detroit Lakes (City), Becker County, Minnesota and Lake View (Township), Becker County, Minnesota as follows;

- 1) Designation of Orderly Annexation Area The City and Township hereby designates the following area as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325, and in accordance with the terms and conditions of this Joint Resolution:

Randolph Road – County Highway 54 Annexation – Warnake Road

Warnake Road: All that remaining portion of an Existing Public Road in Section 1, Township 138 North, Range 41 West of the Fifth Principal Meridian, described as follows: A 66.00 foot wide strip of Existing Public Road right of way, the northerly boundary being along the southerly line of Blocks One and Five of LAKE BREEZE ESTATES, said plat if on file and of record at the Becker County Recorder's Office, starting at the southwest corner of LAKE BREEZE ESTATES and extended easterly to the East Line of Government Lot 3 in said Section 1.

Randolph Road, County State Aid Highway 54 and the Burlington Northern Santa Fe Railroad Right of ways: That portion of those right of ways shown in Document No. 533325 "MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 03-34", said Document is on file and of record at the Becker County Recorder's Office.

Except any portion of land already located in the City of Detroit Lakes. Said Tract is 11.18 Acres.

Parcel # 19.0004.000

Government Lot Two (2), all that part of Government Lot Three (3) lying North and East of the right of way of the Northern Pacific Railway Company, excepting that part of Lot Three (3) lying South and between the road now laid out across said Lot Three (3) and the right of way of the Northern Pacific Railway Company, approximately one acre and all that part of the West Half of the Southwest Quarter of the Northeast Quarter ($W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$) lying North and East of the right of way of the Northern Pacific Railway Company, all in Section 1, TOWNSHIP 138 NORTH, RANGE 41 WEST of the 5th P.M., excepting a tract described as follows, to-wit:

Commencing at the Southeast corner of the $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ of Section 1, Township 138 North, Range 41 West; thence running North along the East line of said above described tract to the public road known as the "Old Frazee highway"; thence running Northwesterly along the said public road to the west line of the said $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ aforesaid;

thence running South to the right of way of the Northern Pacific Railway; thence in a southeasterly direction along the right of way of the Northern Pacific Railway to the south line of the said $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$; thence east along the south line of the said tract to the point of beginning; the tract hereby conveyed being also described as follows: That part of the $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ and the $NW\frac{1}{4}NE\frac{1}{4}$ all in Section 1, Township 138 North, Range 41 West of the 5th P.M., Becker County, Minnesota, which lies south and southeasterly of the public road running northwesterly and southeasterly over and across the said land and which lies northerly and northeasterly of the right of way of the Northern Pacific Railway, and containing 13.04 acres.

ALSO Excepting from Government Lot 2 and Government Lot 3, Sec. 1, Twp. 138N., Rge. 41 described above the following described tract: That part of Government Lot 2 and that part of Government Lot 3 of Section 1, Township 138 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates the north-east corner of said Government Lot 3; thence South 00 degrees 45 minutes 03 seconds West 1178.71 feet on an assumed bearing along the east line of said Government Lot 3 to a found iron monument on the centerline of County Road No. 116, said point is the point of beginning; thence North 79 degrees 31 minutes 13 seconds West 145.04 feet along the centerline of said County Road No. 116 to a found iron monument; thence continuing along the centerline of said County Road No. 116 on a curve concave to the south, having a central angle of 22 degrees 50 minutes 33 seconds and a radius of 214.34 feet, for a distance of 85.45 feet (chord bearing South 89 degrees 03 minutes 30 seconds West) to a found iron monument on the easterly right of way line of the Burlington Northern, Inc. Railway; thence North 25 degrees 51 minutes 27 seconds West 376.56 feet along the easterly right of way line of said Burlington Northern Inc. Railway; thence North 82 degrees 45 minutes 41 seconds East 64.68 feet to an iron monument; thence North 82 degrees 45 minutes 41 seconds East 281.53 feet to an iron monument; thence south 76 degrees 09 minutes 48 seconds East 174.98 feet to an iron monument; thence South 12 degrees 38 minutes 00 seconds West 329.26 feet to an iron monument; thence continuing South 12 degrees 38 minutes 00

seconds West 52.66 feet to the centerline of County Road No. 116; thence North 79 degrees 31 minutes 13 seconds West 38.74 feet along the centerline of said County Road No. 116 to the point of beginning. The above described tract contains 3.38 acres. SUBJECT to the existing public road easement along the westerly 66.00 feet of the above described tract and subject to the existing County Road No. 116 right of way easement along the southerly 50.00 feet of the above described tract.

LESS

All of the following:

That part of Government Lot 2 and the Southwest Quarter of the Northeast Quarter of Section 1, Township 138 North, Range 41 West, shown as Parcel 21 on Minnesota Department of Transportation Right of Way Plat Numbered 03-34 as the same is on file and of record in the office of the County Recorder in and for Becker County, Minnesota;

containing 0.42 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 21:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 21 by the temporary easement symbol, said easement shall cease on December 1, 2012, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

Parcel # 19.0004.001

That part of Government Lot 2 and that part of Government Lot 3 of Section 1, Township 138 North, Range 41 West of the Fifth Principal Meridian in Becker County, Minnesota, described as follows:

Commencing at a found iron monument which designates the northeast corner of said Government Lot 3; thence South 0 degrees 45 minutes 03 seconds West 1178.71 feet on an assumed bearing along the east line of Government to a found iron monument on the centerline of County Road No. 116, now known as County Road No. 54, said point is the point of beginning; thence North 79 degrees 31 minutes 13 seconds West 145.04 feet along the centerline of said County Road No. 116, now known as County Road No. 54, to a found iron monument; thence continuing along the centerline of said County Road No. 116, now known as County Road No. 54, on a curve concave to the south, having a central angle of 22 degrees 50 minutes 33 seconds and a radius of 214.34 feet, for a distance of 85.45 feet (chord bearing South 89

degrees 03 minutes 30 seconds West) to a found iron monument on the easterly right of way line of the Burlington Northern, Inc. Railway; thence North 25 degrees 51 minutes 27 seconds West 376.56 feet along the easterly right of way line of said Burlington Northern Inc. Railway; thence North 82 degrees 45 minutes 41 seconds East 64.68 feet to an iron monument; thence North 82 degrees 45 minutes 41 seconds East 281.53 feet to an iron monument; thence South 76 degrees 09 minutes 48 seconds East 174.98 feet to an iron monument; thence South 12 degrees 38 minutes 00 seconds West 329.26 feet to an iron monument; thence continuing South 12 degrees 38 minutes 00 seconds West 52.66 feet to the centerline of County Road No. 116, now known as County Road 54; thence North 79 degrees 31 minutes 13 seconds West 38.74 feet along the centerline of said County Road No. 116, now known as County Road 54, to the point of beginning. SUBJECT to the existing public road easement along the westerly 66.00 feet of the above described tract and subject to the existing County Road No. 116, now known as County Road 54, right of way easement along the southerly 50.00 feet of the above described tract.

LESS Parcel 21A on Minnesota Department of Transportation Right of Way Plat Numbered 03-34 as the same is on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

For reference, a map of this area is attached as Exhibit A.

- 2) Orderly Annexation. This area is designated for orderly annexation and service extension.
 - A. Acreage Of Area The area contains approximately 62.14 acres
 - B. Population of Area I. The residential population of the area is 1 person.
 - C. Timing of orderly annexation of Area. The road right of ways shall be annexed to the City immediately following the execution of this Joint Resolution. Parcel 19.0004.000 and Parcel 19.0004.001 will be annexed after January 15, 2023.
 - D. The area to be annexed immediately contains public right of way and is described as follows: Warnake Road: All that remaining portion of an Existing Public Road in Section 1, Township 138 North, Range 41 West of the Fifth Principal Meridian, described as follows: A 66.00 foot wide strip of Existing Public Road right of way, the northerly boundary being along the southerly line of Blocks One and Five of LAKE BREEZE ESTATES, said plat if on file and of record at the Becker County Recorder's Office, starting at the southwest corner of LAKE BREEZE ESTATES and extended easterly to the East Line of Government Lot 3 in said Section 1.

Randolph Road, County State Aid Highway 54 and the Burlington Northern Santa Fe Railroad Right of ways: That portion of those right of ways shown in Document No. 533325 "MINNESOTA DEPARTMENT OF TRANSPORTAION RIGHT OF WAY PLAT NO. 03-34", said Document is on file and of record at the Becker County Recorder's Office. Except any portion of land already located in the City of Detroit Lakes. Said Tract is 11.18 Acres.

- E. No Hearing Required. The City and Township agree that no alteration of the stated boundaries as described herein is appropriate, that no consideration by Minnesota Municipal Boundary Adjustments is necessary, and that all terms and conditions for annexation of the area are provided for in this Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, upon receipt of this Joint Resolution, Minnesota Municipal Boundary Adjustments may review and comment, but shall within thirty (30) days of receipt, order the annexation of the area in accordance with the terms and conditions contained in this Joint Resolution.
- F. Provision of Services. After annexation of the area occurs, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal governmental services thereto.
- G. Provision of Municipal Sewer and Water Services. After annexation of the area pursuant to the terms of this Joint Resolution, the City shall exercise its best efforts to move forward with installing and providing municipal sewer and water services to the properties within the area as soon as such extension is practicable.
- H. Assessments for Costs of Extending Services. It is a material condition of this Agreement that the property owners within the area be fairly assessed for the costs of providing sanitary sewer and water services into said area.
- I. Assessments for Costs of Road Improvements. That portion of the costs of any road improvements within the area which would normally be assessed to property owners, shall only be assessed against those properties which abut and adjoin the improved roadway.
- J. Tax Levy. The property taxes payable in the areas annexed to the City in accordance with this Joint Resolution shall be paid to the City starting in the year following that in which the annexation occurs, provided that said annexation becomes effective before August 1st of said year, and that the City shall levy on the annexed area for that levy year.
- K. Property Tax Reimbursement. The City will reimburse the township for property taxes at 100% of the 2023 property taxes for 2024, 2025, 2026, and 2027. The City reserves the right to make a lump sum payment of the entire reimbursement in January of 2024.
- L. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
- M. 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 Minnesota Planning or its successors.

- N. Term. This Joint Resolution shall be in full force and effect as provided herein. This Joint Resolution shall be filed by the City with the Minnesota Municipal Boundary Adjustments Office after adoption by the parties.
- O. 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.
- P. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
- Q. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future exhibits and attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be finding upon and inure to the benefit of the respective successors and assigns of the City and Township.
- R. Disputes and Remedies. The City and Township agree as follows:
1. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the 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 negotiations.
 2. 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 may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.
 3. 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 binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for 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.

S. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing, and deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

If to the City:
City Administrator
City of Detroit Lakes
PO Box 647
Detroit Lakes, MN 56502

If to the Township:
Town Clerk – Esther Bromander
Lake View Township
11463 Ravenswood Beach Road
Detroit Lakes, MN 56502

Passed and adopted this 13th day of February 2018.

Approved this 13th day of February 2018.



Matt Brenk, Mayor



Glori French, City Clerk

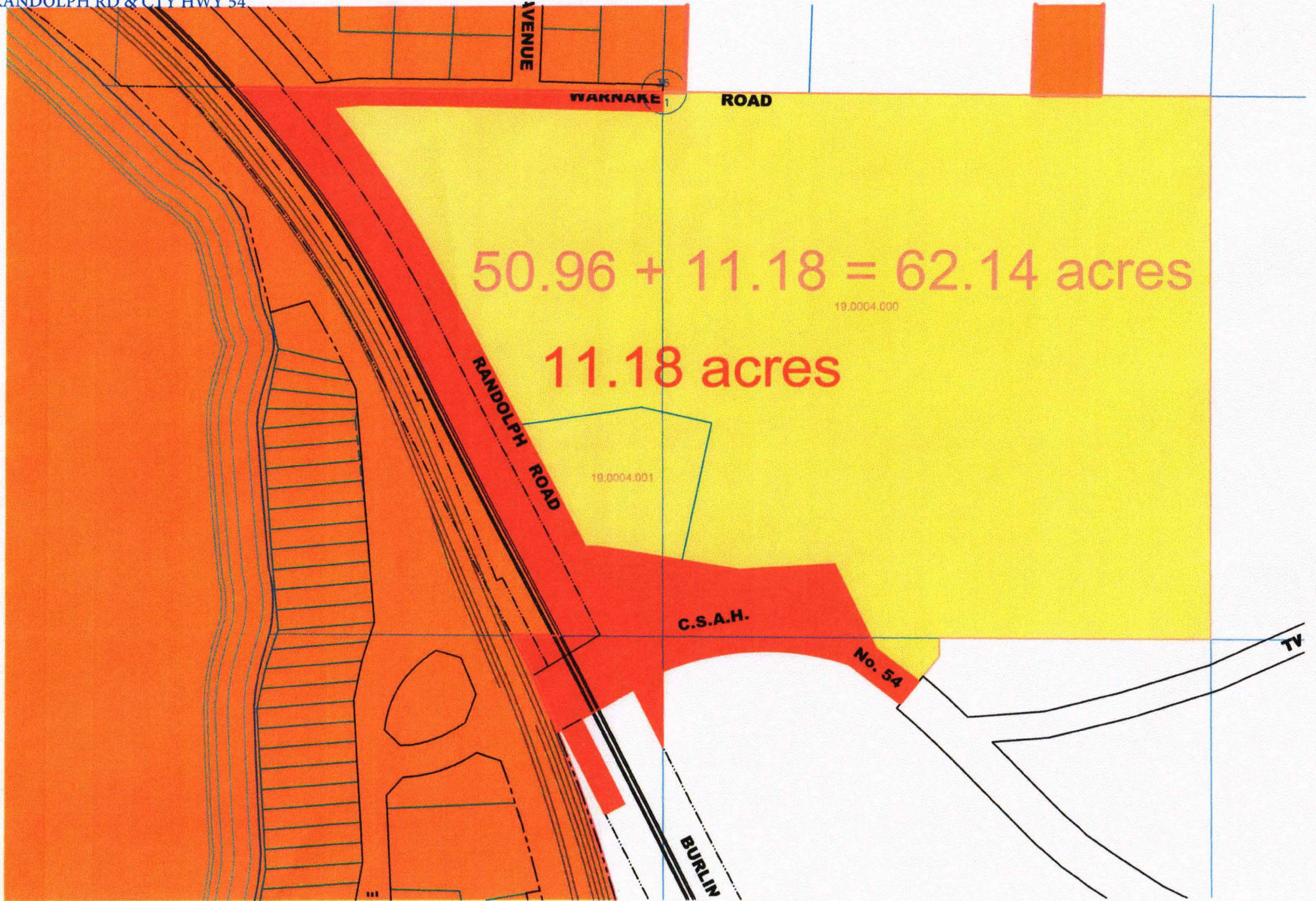
Passed and adopted and approved by the Township Board of Supervisors of Lake View
Township, Becker County, Minnesota this 18 day of April 2018.

LAKE VIEW TOWNSHIP

By: Kenneth Saroye
Lake View Twp., Chair

ATTEST:

Stephane Malin
Lake View Township, Town Clerk



NOTE: AREA IN RED IS TO BE
ANNEXED IMMEDIATELY

