

DEPARTMENT OF ADMINISTRATION
STATE OF MINNESOTA
BEFORE THE DIRECTOR OF
STRATEGIC AND LONG RANGE PLANNING

IN THE MATTER OF THE ORDERLY ANNEXATION)
AGREEMENT BETWEEN THE CITY OF KASSON)
AND THE TOWN OF MANTORVILLE PURSUANT TO) ORDER
MINNESOTA STATUTES 414)

WHEREAS, a joint resolution for orderly annexation was adopted by the City of Kasson and the Town of Mantorville; and

WHEREAS, a resolution was received from the City of Kasson indicating their desire that certain property be annexed to the City of Kasson pursuant to M.S. 414.0325; and

WHEREAS, M.S. 414.0325 states that in certain circumstances the Director of Strategic and Long Range Planning may review and comment, but shall within 30 days order the annexation pursuant to said subdivisions; and

WHEREAS, on December 9, 2004, the Director has reviewed and accepted the resolution for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed in accordance with the terms of the joint resolution to the City of Kasson, Minnesota, the same as if it had originally been made a part thereof:

DESCRIPTION PARCEL A

That part of the Northeast Quarter of the Southwest Quarter of Section 27, Township 107 North, Range 16 West, described as follows:

Commencing at the northeast corner of said Southwest Quarter of Section 27; thence North 89 degrees 45 minutes 37 seconds West (NOTE: All bearings are in relation with the Dodge County Coordinate System NAD '83, Adjusted 1996) along the north line of said Southwest Quarter, 407.00 feet to the POINT OF BEGINNING; thence continue North 89 degrees 45 minutes 37 seconds West along said north line, 468.50 feet; thence South 04 degrees 54

minutes 58 seconds East, 198.86 feet; thence South 08 degrees 09 minutes 16 seconds East, 118.69 feet to the center line of Masten Creek; thence northeasterly and northerly along the center line of said Masten Creek 610 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 2.6 acres, more or less, including Township Road right of way.

Said parcel is subject to a Water Utility easement. Document No.123329.

Said parcel is subject to the Township Road right of way easement over the north 33.00 feet thereof and is subject to any other easements or encumbrances of record.

DESCRIPTION PARCEL B

That part of the Northeast Quarter of the Southwest Quarter of Section 27, Township 107 North, Range 16 West, described as follows:

BEGINNING at the northeast corner of said Southwest Quarter of Section 27; thence South 00 degrees 08 minutes 30 seconds East (NOTE: All bearings are in relation with the Dodge County Coordinate System NAD '83, Adjusted 1996) along the east line of said Southwest Quarter, 910.25 feet; thence North 66 degrees 54 minutes 16 seconds West, 877.84 feet; thence North 08 degrees 09 minutes 16 seconds West, 256.54 feet to the center line of Masten Creek; thence northeasterly and northerly along said center line of Masten Creek, 610 feet, more or less, to a point 407.00 feet west of the point of beginning on the north line of said Southwest Quarter; thence South 89 degrees 45 minutes 37 seconds East, along said north line, 407.00 feet to the POINT OF BEGINNING.

Said parcel contains 11.6 acres, more or less, including Township Road right of way.

Said parcel is subject to a 50 foot wide Gas Line easement.

Said parcel is subject to a 33 foot wide Access Easement. Document No. 125291.

Said parcel is subject to the Township Road right of way easement over the north 33.00 feet thereof and is subject to any other easements or encumbrances of record.

Dated this 9th day of December, 2004.

For the Director
658 Cedar Street - Room 300
St. Paul, MN 55155

Christine M. Scotillo

Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

MEMORANDUM

In ordering the annexation contained in Docket No. OA-807-8, the Director finds and makes the following comment:

Paragraph 4 states the agreement shall be in effect for five years. End dates or ending mechanisms are problematic in that they appear to run afoul of the act of conferring jurisdiction to the Director. Paragraph 3. Once jurisdiction is conferred, it cannot be taken away by written consent of the parties. Jurisdiction ends when all the designated area is annexed. The issue whether jurisdiction could be "given back" by the Director upon written request of the parties to the agreement to mutually end their agreement has not been addressed.

The parties are encouraged to consider this comment in light of any further amendments that may be otherwise necessary to this agreement for orderly annexation.

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