

OA-854 Park Rapids / Todd Township Joint Agreement

CITY OF PARK RAPIDS RESOLUTION NO. 2012-102

ANNEXATION RESOLUTION OF THE CITY OF PARK RAPIDS
IN ACCORDANCE WITH THE ABOVE-REFERENCED JOINT AGREEMENT BETWEEN
THE CITY OF PARK RAPIDS AND TODD TOWNSHIP, DATED MAY 22, 2002,
DESIGNATING CERTAIN PROPERTY LOCATED IN THE ORDERLY ANNEXATION
AREA OF TODD TOWNSHIP AS IN NEED OF IMMEDIATE ORDERLY ANNEXATION
PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325

WHEREAS, the City of Park Rapids (hereinafter the "City") and Todd Township (hereinafter the "Township") entered into a Joint Resolution for Orderly Annexation, dated May 22, 2002, describing the procedures and process for immediate and future orderly annexations of certain designated areas of the Township, referred to as the "Orderly Annexation Area," for the purpose of orderly, planned growth and annexation, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the above-referenced Joint Resolution for Orderly Annexation between the City and Township, dated May 22, 2002, has been previously filed with the Office of Administrative Hearings (hereinafter "OAH") Municipal Boundary Adjustments Unit and is referenced as OAH File No. OA-854 Park Rapids / Todd Township Joint Agreement (hereinafter referred to as the "Joint Agreement"); and

WHEREAS, the above-referenced Joint Agreement at Paragraph 3.b. provides that Orderly Annexation Area II may be annexed in its entirety by the City at any time following May 1, 2012 during the term of the Joint Agreement; and

WHEREAS, in accordance with Paragraph 3 of the above-referenced Joint Agreement, the triggering events for annexation of the entirety of Orderly Annexation Area II designated in the Joint Agreement (hereinafter described for ease of reference as the "Subject Area"), being the passage of May 1, 2012 has occurred; and

WHEREAS, the above-referenced Joint Agreement was subsequently amended by OA-854 Park Rapids / Todd Township; Amendment to Joint Agreement, dated December 11, 2006, but such amendment to the Joint Agreement only applied to a single parcel of property, PID 271401700, and to certain parcels located within Orderly Annexation Area II seeking connection through property owner petition to City sewer and water service prior to annexation, and therefore, this amendment to the Joint Agreement does not apply to nor impact this annexation resolution for the annexation of the Subject Area in accordance with the Joint Agreement; and

WHEREAS, on April 27, 2012, the City Council held a duly noticed special meeting and passed a motion that it will consider a resolution for the annexation of Area II in accordance with the Joint Agreement on May 22, 2012; and

WHEREAS, the City has previously provided by letter to the Township notice that an event triggering annexation pursuant to the Joint Agreement had occurred; and

WHEREAS, the City has capacity to provide municipal services to the Subject Area designated herein for immediate orderly annexation following annexation thereof; and

WHEREAS, the City has complied with the Joint Agreement as the City has previously authorized plans and specification and has in fact constructed sewer and water trunk lines in close proximity to the Subject Area such that following annexation thereof sewer and water service is available to connect the properties located within the Subject Area; and

WHEREAS, the Subject Area, designated and legally described herein for immediate orderly annexation and extension of municipal services, is urban or suburban or about to become so, annexation is in the best interests of the City and property owners, and annexation would benefit the public health, safety and welfare of the community; and

WHEREAS, having met all the triggering conditions for orderly annexation of the Subject Area legally described herein, as provided in the Joint Agreement, the City may now adopt, execute and file this "Annexation Resolution" providing for the immediate annexation of the Subject Area designated herein; and

WHEREAS, in accordance with Minn. Stat. § 414.0325, subd. 1(h) and Paragraph 3.c. of the Joint Agreement, annexation of the Subject Area designated herein pursuant to the Joint Agreement does not require a hearing or any consideration by the Minnesota Office of Administrative Hearings (OAH), except to the extent that the OAH may review and comment thereon, but shall, within 30 days of receipt of this Annexation Resolution and a copy of the Joint Agreement, order the annexation of the Subject Area in accordance with the terms and conditions of the Joint Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Park Rapids, Hubbard County, Minnesota, as follows:

1. This resolution of the City of Park Rapids, Minnesota, hereby constitutes the resolution provided in the above-referenced Joint Agreement and shall be referred to as the "Annexation Resolution."
2. The Subject Area designated in this Annexation Resolution for immediate orderly annexation to the City is legally described in Exhibit A, which is attached hereto and incorporated herein by reference.
3. A boundary map showing the Subject Area designated and legally described herein for immediate orderly annexation, Exhibit A, is attached hereto and incorporated herein by reference as Exhibit B.

4. The above-referenced Joint Agreement between the City and Township, providing the conditions for annexation of the Subject Area legally described in Exhibit A and shown on Exhibit B, is attached hereto as Exhibit C.
5. Pursuant to the Joint Agreement, the City has previously authorized plans and specifications and has in fact constructed municipal sewer and water trunk lines in close proximity to the Subject Area such that City sewer and water services are now available to the Subject Area for connection of properties thereto following annexation thereof.
6. The City has provided notice to the Township of an event triggering annexation of the Subject Area.
7. The City has met all of the stated conditions for the immediate orderly annexation of the Subject Area as contained in the Joint Agreement.
8. This Annexation Resolution, therefore, as provided in the Joint Agreement, authorizes the immediate orderly annexation by the City of the Subject Area as legally described herein.
9. The Subject Area legally described in Exhibit A and designated herein for immediate orderly annexation is approximately 1.37 acres.
10. The population of the Subject Area legally described in Exhibit A and designated herein for immediate orderly annexation is three (3).
11. In accordance with the Joint Agreement, Exhibit C, the OAH may review and comment on this Annexation Resolution, but shall within thirty (30) days of receipt of this Annexation Resolution and a copy of the above-referenced Joint Agreement (attached as Exhibit C), order the annexation of the Subject Area designated in this Annexation Resolution and legally described in Exhibit A in accordance with the terms and conditions of the above-referenced Joint Agreement, Exhibit C. No alteration of the stated boundaries as described in this Annexation Resolution is appropriate, no consideration by the OAH is necessary, and all terms and conditions for annexation thereof have been met as provided for in the Joint Agreement, Exhibit C.
12. Upon the annexation of the Subject Area designated herein for immediate orderly annexation and legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed in accordance with Paragraph 6 of the Joint Agreement. All conditions for tax reimbursement or any other reimbursement arrangement as provided in Minnesota Statutes, section 414.036 are contained in the Joint Agreement.
13. This Annexation Resolution is not subject to the notice and publication requirements of Minnesota Statutes, sections 414.0325, subd. 1b, as the Joint Agreement, Exhibit C, previously designated the Subject Area annexed by this Annexation Resolution, and the Joint Agreement was filed with OAH prior to the effective date of Minnesota Statutes, sections 414.0325, subd. 1b and cannot be applied retroactively hereto. Further, section

414.0325, subd. 1b, even if it could be construed to apply to the Joint Agreement, which it cannot, remains inoperative as it can only apply to the initial designation to include property in an orderly annexation area, which occurred May 22, 2002, and not to any subsequent annexation of property from within the designated area, which is the case here.

14. Following annexation of the Subject Area designated herein for immediate orderly annexation, the City shall be responsible for providing municipal governmental services to the annexed area in accordance with the Joint Agreement (See Exhibit C).
15. This Annexation Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota and the above-referenced Joint Agreement (See Exhibit C).
16. Upon adoption and execution of this Annexation Resolution by the City, the City shall file the same with the Township and the OAH Municipal Boundary Adjustments Unit along with the required filing fee.
17. In the event there are errors, omissions or any other problems with the legal descriptions or mapping provided in Exhibit A or Exhibit B of this Annexation Resolution, in the judgment of the OAH Municipal Boundary Adjustments Unit, the City shall make such corrections and file such additional documentation, including a new Exhibit A or Exhibit B, making the corrections requested or required by the OAH as necessary to make effective the annexation of said Subject Area in accordance with the Joint Agreement, Exhibit C, and this Annexation Resolution.

Passed, adopted, and approved by the City Council of the City of Park Rapids, Hubbard County, Minnesota, this 22nd day of May 2012.

CITY OF PARK RAPIDS

By: 
Nancy Carroll, Mayor

ATTEST:

By: 
Margie Vik, City Clerk

EXHIBIT A

The Subject Area designated in this Annexation Resolution and shown on Exhibit B for immediate orderly annexation is legally described as follows:

Orderly Annexation Area II:

27.14.04600, EUGENE F LOVIN, 14514 EAGLE POINTE DR, .45 AC, 14 140 035, SECT-14 TWP-140 RANGE-035, P/O SW1/4 OF SE1/4 FR SE COR W58.5 NW900 NW15 PB NW100 NE TO RVR SE AL RVR TO PT SW TO PB

27.14.01200, RALPH H & ROBERTA A JASCHOB, 14248 EAGLE POINTE DR, .92 AC, 14 140 035, SECT-14 TWP-140 RANGE-035, 14-10 100 X 371.4 OF LOT 3 D97 P391 EX D106 P469

monument on East right-of-way of public road (Old Itasca Road); thence Southerly on and along the right-of-way of Old Itasca Road a distance of 100 feet, more or less, to the point of beginning.

Check here if all or part of the described real property is Registered (Torrens)

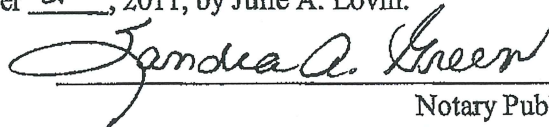
as shown by instrument recorded on June 18, 1960, as Document No. 106165, in Book 103 of Deeds, Page 157, in the office of the County Recorder of Hubbard County, Minnesota.

Affiant



Julie A. Lovin

Subscribed and sworn to before me on November 2, 2011, by Julie A. Lovin.



Notary Public

Notarial Stamp or Seal or Other Title or Rank

My commission expires: 1-31-2015



Tax statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY:

THOMASON, SWANSON & ZAHN, PLLC
Sara A. Swanson, Attorney at Law
Edgewater Office Plaza, Suite #1
107 South Grove, P. O. Box 87
Park Rapids, MN 56470
(218) 732-7236
Atty. I.D. #0388991

No Change

This Indenture, Made this 29th day of June 1967 between Hershel Koenig, whose name is correctly spelled Herschel Koenig, and Cleone Koenig, husband and wife

REC'D BY MBA MAY 29 2012

of the County of Hubbard and State of Minnesota parties of the first part, and Ralph H. Jaschob and Roberta A. Jaschob, husband and wife of the County of Hubbard and State of Minnesota, parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One dollar and other valuable consideration DOLLARS to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, forever, all the tract or parcel of land lying and being in the County of Hubbard and State of Minnesota, described as follows, to-wit:

That part of Government Lot Three (3), Section Fourteen (14), Township One Hundred Forty (140), Range Thirty-five (35), bounded and described as follows: Commencing at an iron stake 33 feet North of the West Sixteenth corner on the East and West Quarter line of said Section Fourteen (14); thence run East on and along the North boundary of County Highway a distance of 794.9 feet to point of beginning; thence continue East 100 feet (iron) to a point 445.5 feet West of center Quarter corner of said Section Fourteen (14); thence at right angle North a distance of 371.4 feet (iron) to point on meander line on the South shore of Fish Hook Lake; thence Westerly on said meander line a distance of 103.2 feet; thence South on a line parallel to the East line of this tract a distance of 400 feet, more or less, to point of beginning. Containing .91 acre.

Subject to an easement for septic tank as set forth in deed to Everette Duthoy and Ardeth Duthoy.

Subject to a mortgage to Wadena Federal Savings and Loan Association, which grantees hereby assume and agree to pay.

Grantors represent state deed tax to be \$4.95

Federal documentary stamps \$4.95

DEED TAX \$4.00 DEED TAX .55 DEED TAX .40

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said Herschel Koenig, whose name is correctly spelled Herschel Koenig, and Cleone Koenig, husband and wife parties of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances, save as above noted.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

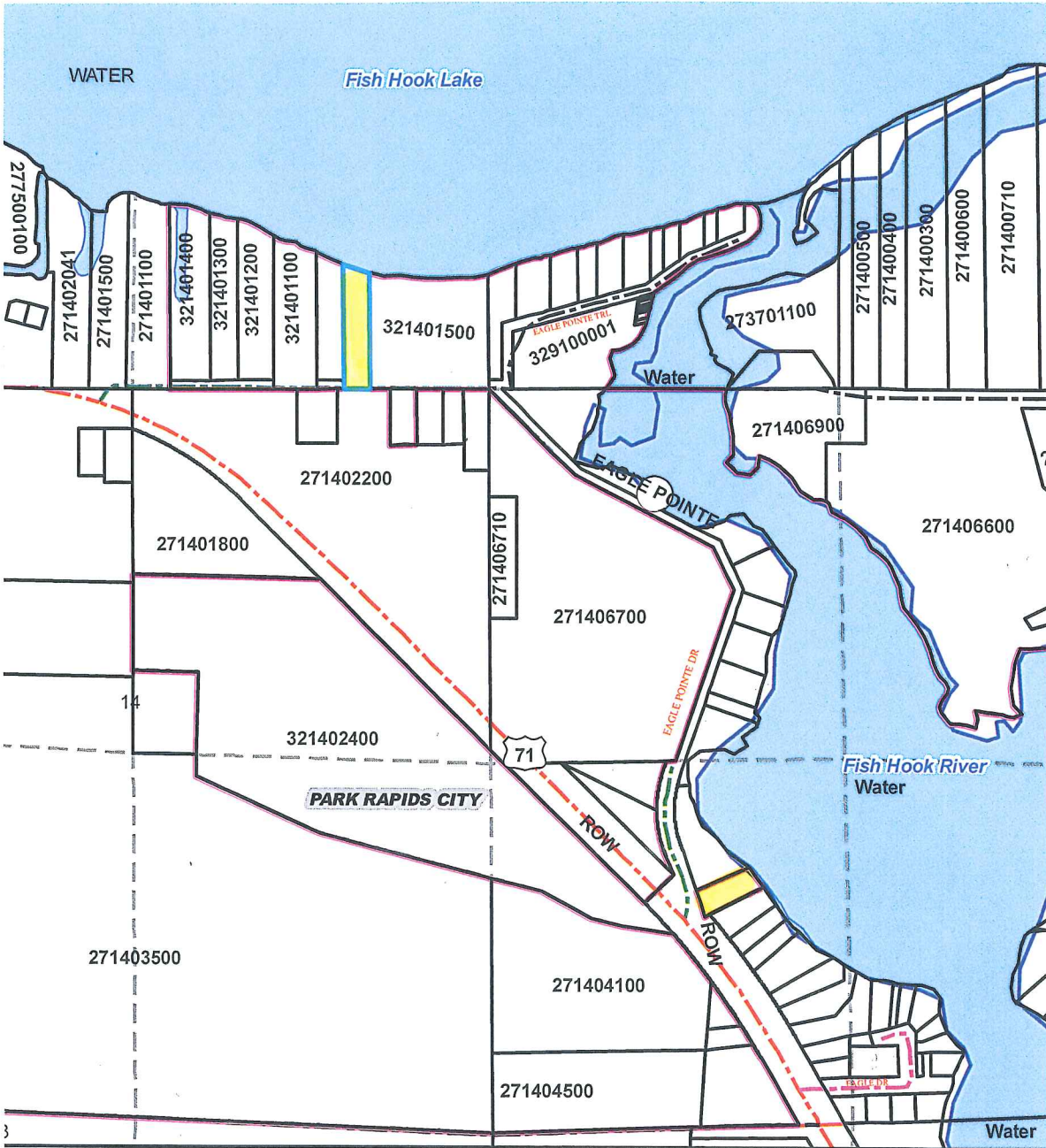
In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of [Signatures]

[Signatures of Herschel Koenig and Cleone Koenig]

EXHIBIT B

The boundary map referenced in this Annexation Resolution showing the Subject Area designated for immediate orderly annexation and legally described in Exhibit A, is attached hereto.



Phase II Annexation Area

REC'D BY
MBA

MAY 29 2012

EXHIBIT C

The Joint Agreement between the City and Township providing for this Annexation Resolution is attached hereto.

A-6560 Park Rapids

STATE OF MINNESOTA

OFFICE OF STRATEGIC AND LONG-RANGE PLANNING

IN THE MATTER OF THE PETITION FOR)	
THE ANNEXATION OF CERTAIN LAND)	JOINT RESOLUTION
TO THE CITY OF PARK RAPIDS PURSUANT)	
TO MINNESOTA STATUTES, SECTION 414.031)		

JOINT RESOLUTION FOR ORDERLY ANNEXATION
BY AND BETWEEN TODD TOWNSHIP AND
THE CITY OF PARK RAPIDS IN SETTLEMENT OF MINNESOTA
PLANNING FILE NO. A-6560 PARK RAPIDS

WHEREAS, the City of Park Rapids filed an annexation petition, dated July 18, 2001, with the Minnesota Planning Municipal Boundary Adjustments Office (File No. A-6560 Park Rapids) seeking annexation of certain areas located within Todd Township pursuant to Minnesota Statutes, Section 414.031; and

WHEREAS, Todd Township and the City of Park Rapids have been working toward settlement of their boundary dispute and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, Todd Township and the City of Park Rapids agree that orderly annexation and extension of municipal services is in the best interests of both communities in order to meet the current needs of commercial and residential properties located in the areas legally described in this Joint Resolution, due to failed or inadequate private wastewater treatment systems in said areas; and

WHEREAS, Todd Township and the City of Park Rapids agree that orderly annexation and extension of municipal services will promote the public health, safety, and welfare of the community; and

WHEREAS, Todd Township and the City of Park Rapids desire to accomplish the orderly annexation of, and the extension of municipal sanitary sewer and water service to the areas legally described in this Joint Resolution in a mutually acceptable manner without the need for a contested hearing.

Statutes, Section 414.0325, upon receipt of this Joint Resolution, Minnesota Planning may review and comment, but shall within thirty (30) days of receipt, order the annexation of Area I in accordance with the terms and conditions contained in this Joint Resolution.

- d. Provision of Services. The City and Township agree that after annexation of Area I pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal governmental services thereto.
- e. Provision of Municipal Sewer and Water Services. The City and Township agree that after annexation of Area I pursuant to the terms of this Joint Resolution, the City shall exercise its best efforts to move forward with installing and providing sewer and water services to the properties within Area I in the first construction season when such extension is practicable. The City shall, within three (3) years of the effective date of annexation of Area I, authorize the plans and specifications for the project in Area I and commence substantial construction of the project for the provision of sanitary sewer and water services to Area I in accordance with the authorized plans and specifications. If the City fails to take the actions required in this Paragraph within said time, Area I shall be immediately detached back to the Township, and the remaining terms of the Joint Resolution shall be null and void, unless the City and Township shall otherwise agree. In determining whether to agree to any alternative conditions in this regard, the Township shall take into account grant funding problems or the will of the affected property owners, but the ultimate decision is left to the Township. In such event, the City agrees to execute any document necessary to effect such detachment of said area, and such termination of this Agreement.
- f. Assessments for Costs of Extending Services into Area I. It is a material condition of this Agreement that the property owners within Area I be fairly assessed for the costs of providing sanitary sewer and water services into said area. Construction of sanitary sewer and water lines within the Deane Pointe area will require substantial de-watering. The costs of said de-watering and additional depth or construction requirements should not be unfairly assessed against those properties that do not require these construction techniques for service of their properties. Therefore, in the plans and specifications for this project, the sanitary sewer and water projects shall be divided into two sections, a section A and a section B. The City agrees that, in assessing the sanitary sewer and water service project within Area I, it shall assess project costs in two distinct parts or areas, which shall be separated at approximately the northwestern boundary of Indian Point, Block 1, (the "dividing point") and that the assessment of those properties north of that dividing point within Area I (Section B) shall include any and all construction costs incurred north of said dividing point (including all such costs incurred due to the extra de-watering and other work performed north of the

consideration to the owners of said parcels for the necessary easements over, upon, under or across said parcels. The City agrees to restore all said parcels to substantially the same condition as existed on the property prior to the work in the easement area.

- c. No Hearing Required. The City and Township agree that upon the occurrence of any event triggering annexation provided in Paragraph 3.b. above, the City may execute a resolution for annexation of the property meeting the triggering event and file the same with Minnesota Planning or its successor. Upon receipt of such a resolution from the City providing for annexation of a designated area and a copy of this Joint Resolution, Minnesota Planning, pursuant to Minnesota Statutes, Section 414.0325, may review and comment, but shall, within thirty (30) days of receipt of said resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the boundaries as described in the filed resolution is appropriate, that no consideration by Minnesota Planning is necessary, and that all terms and conditions for annexation of the area designated in the filed resolution are provided for in this Joint Resolution.

The Township shall not object to an annexation of Area II or any portion thereof initiated by the City in accordance with the triggering events provided in Paragraph 3.b. As of the effective date of this Joint Resolution, there is no election requirement in the law to accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

- d. Provision of Services. The City and Township agree that after annexation of Area II, or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall provide municipal governmental services to such area, and the parcels therein shall then be required to connect to municipal sewer and water services.
4. Orderly Annexation of Area III. The City and Township agree that Area III is designated as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
- a. Acreage of Area III. The City and Township agree that Area III contains approximately 90.05 acres.
- b. Timing of Orderly Annexation of Area III. The City and Township agree that Area III may be annexed by the City on or after ten (10) years following the date of execution of this Joint Resolution or May 1, 2012, if the City has complied with the requirements of paragraph 4.f.

property owners may take reasonable and necessary interim measures to maintain current well or sanitary sewer treatment systems prior to annexation under this agreement. The City and Township agree that this Joint Resolution shall be filed with Hubbard County and shall constitute the joint request of the City and Township to Hubbard County to agree to the extension of the City's zoning ordinance to govern Areas II and III. For those portions of Areas II and III which are under Hubbard County shoreland zoning authority, the City may seek agreement with the County regarding assertion of extra-territorial zoning within those areas, but limited to Shoreland Authority.

6. Tax Reimbursement in Area I and Area III. The City and Township agree that the property taxes payable in Area I and Area III (which are legally described in Exhibits 1 and 3 respectively) shall be paid to the City starting in the year in which the annexation becomes effective. If annexation of Area I or Area III becomes effective before August 1 of a levy year, the City shall levy on the annexed area for the levy year and thereafter. The City shall make a cash payment to the Township for the period and in accordance with the following schedule, except as otherwise provided in this paragraph:

- i. In the first year following the year the City could first levy on the annexed area, an amount equal to seventy-five (75) percent of the property taxes distributed to the Township in regard to the annexed area in the last year the property taxes from the annexed area were payable to the Township;
- ii. In the second year, an amount equal to fifty (50) percent of said amount; and
- iii. In the third year, an amount equal to twenty-five (25) percent of said amount.

The City shall make payment in accordance with the above schedule until the date the City commences substantial construction of the respective sewer and water projects in Area I or Area III, respectively. Notwithstanding the above schedule, payment as contemplated herein shall end on the date the City commences substantial construction of the respective sewer and water projects in Area I or Area III, and thereafter, the City will no longer reimburse the Township for the tax revenues in each such area. The City shall make payment as contemplated herein no later than December 31 of the first year following the year when the City could first levy on the annexed area and for subsequent years as provided herein. If the date of commencement of substantial construction of the sewer and water project, following the annexation of Area I or Area III, falls in the middle of a levy year, the tax reimbursement payment to the Township for the applicable above scheduled year shall be prorated to provide reimbursement to the Township for that portion of that year occurring prior to the date of commencement of substantial construction of the sewer and water project in Area I or Area III, respectively.

7. Grant Funding. For purposes of financing and/or defraying the costs for the provision of sewer and water service to Area I, the City agrees to make best efforts to seek grant

funding from the United States Department of Agriculture (USDA) or other sources deemed appropriate by the City. To the extent necessary, the Township shall cooperate in securing such grant funding.

8. Withdrawal of City Annexation Petition. The City agrees to withdraw its annexation petition, dated July 18, 2001, as soon as practicable after execution and filing of this Joint Resolution with Minnesota Planning and agrees not to seek annexation of any portion of Areas II or III prior to the occurrence of an event triggering annexation as provided for in this Joint Resolution.
9. Withdrawal of Township Wastewater Treatment System Proposal. The Township agrees to withdraw its proposal to build a sewer system in Areas I, II and III as soon as practicable after execution and filing of this Joint Resolution with Minnesota Planning and agrees not to seek to build a separate wastewater treatment system or seek a permit for a separate wastewater treatment system within Areas I, II or III for as long as this Agreement is in effect.
10. Settlement of Pending Actions. The City and Township agree to jointly seek the dismissal of the action of the Minnesota Pollution Control Agency (MPCA) before the Office of Administrative Hearings, file no. OAH Docket No. 6-2200-12953-2., and the citizens' lawsuit, joined by the City, before the Hubbard County District Court, file no. C2-01-542, so that all administrative, adjudicative or other contested proceedings related to this matter shall be hereby resolved.
11. Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
12. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
13. 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 successor.
14. Term. This Joint Resolution shall be in full force and effect for a term of fifteen (15) years from the date of execution, unless otherwise terminated earlier or extended by mutual written joint resolution of the City and Township. This Joint Resolution shall be filed by the City with the Minnesota Planning Municipal Boundary Adjustments Office after adoption by the parties.

19. 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 certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the City:

City Administrator
City of Park Rapids
212 W. 2nd St.
Park Rapids, MN 56470-1507

If to the Township:

Mrs. Mildred Lovin, Town Clerk
Todd Township
14514 Eagle Pointe Drive
Park Rapids, MN 56470

Passed, adopted and approved by the Township Board of Supervisors of Todd Township, Hubbard County, Minnesota this 22nd day of MAY, 2002.

Todd Township

By: *Kurt Mikus*, Chair

ATTEST:

Mildred H. Lovin
Mildred Lovin, Town Clerk

Passed, adopted and approved by the City Council of the City of Park Rapids, Hubbard County, Minnesota this 14th day of May, 2002.

City of Park Rapids

By: *Ted Godfrey*
Ted Godfrey, Mayor

ATTEST:

Betty J. Thomsen
Betty J. Thomsen, City Administrator

EXHIBIT 1
ORDERLY ANNEXATION AREA I

Those unplatted parcels in the Southwest Quarter of the Southeast Quarter, Section 14, Township 140 North, Range 35 West described as follows:

Hoff parcel as described in Book 164 of Deeds, Page 442 (#PID 27.14.06400)

Engel/Lapping parcel as described in Book 97 of Deeds, Page 628 (#PID 27.14.06200)

Hoffman parcel as described in Book 124 of Deeds, Page 229 (#PID 27.14.06100)

Underdahl parcel as described in Book 89 of Deeds, Page 616 exc. Book 133 of Deeds, Page 147
(#PID 27.14.05600)

Creager parcel as described in Book 102 of Deeds, Page 46 (#PID 27.14.05800)

Young parcel as described in Book 102 of Deeds, Page 54 (#PID 27.14.05900)

REC'D BY
MBA

MAY 29 2012

EXHIBIT D

The notice letter from the City to the Township is attached hereto.