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By: OAH on July 3, 2019

**Byron Resolution 2019 - 08**

**Kalmar Resolution 2019 - \_\_\_\_\_**

**AMENDMENT TO A JOINT RESOLUTION FOR ORDERLY ANNEXATION**

IN THE MATTER OF THE AMENDMENT TO THE JOINT RESOLUTION  
FOR ORDERLY ANNEXATION BETWEEN THE CITY OF BYRON  
AND THE KALMAR TOWNSHIP, MINNESOTA  
PURSUANT TO MINNESOTA STATUTES § 414.0325, SUBD. 1

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TO: Office of Administrative Hearings  
Municipal Boundary Adjustment Unit  
P. O. Box 64620  
St. Paul, MN 55164-0620

The Kalmar Township and the City of Byron hereby jointly agree that the Joint Resolution Between the Kalmar Township and the City of Byron designating an area for Orderly Annexation dated July 29, 2004 be amended to include the following: As described in Attachments A and B.

The City of Byron and Kalmar Township hereby designate that property situated in the Annexation Area to be designated for orderly annexation pursuant to Minnesota Statutes 414.0325. The legal description for the additional Annexation Area is provided in Attachment B attached hereto. A map of the Annexation Area is provided in Attachment A attached hereto for the convenience of the parties.

The City and Township shall jointly request that the entire area described in Attachments A and B be included as Urban Service Area within the Olmsted County Land Use Plan.

It is the intent of the City and the Township that the additional area included in Attachments A and B are eligible for annexation under Resolution 2004-09 (OA-1073) once procedures are followed as outlined as part of the said agreement.

The City and Township published a notice of intent to add to the designated Orderly Annexation area on May 30, which was at least 10 days prior to the City Council meeting discussing the amendment.

This joint agreement only increases the designated annexation area to be included in the Orderly Annexation Agreement. All other areas of Resolution 2004-09 (OA-1073) remain the same.

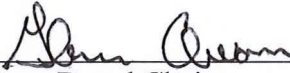
Approved by the City of Byron this 11th day of June, 2019.

\_\_\_\_\_  
Mayor

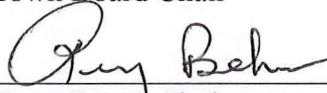
\_\_\_\_\_  
City Administrator

*"To provide valued public service and guide the City with innovative thinking toward smart growth."*

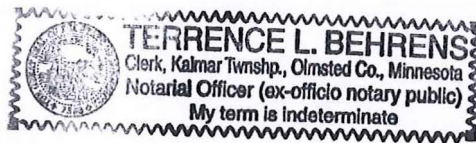
Approved by the Township of Kalmar this 17th day of June, 2019.



Town Board Chair



Town Board Clerk



Municipal Boundary Adjustment Unit Contacts

Star Holman [star.holman@state.mn.us](mailto:star.holman@state.mn.us) 651-361-7909

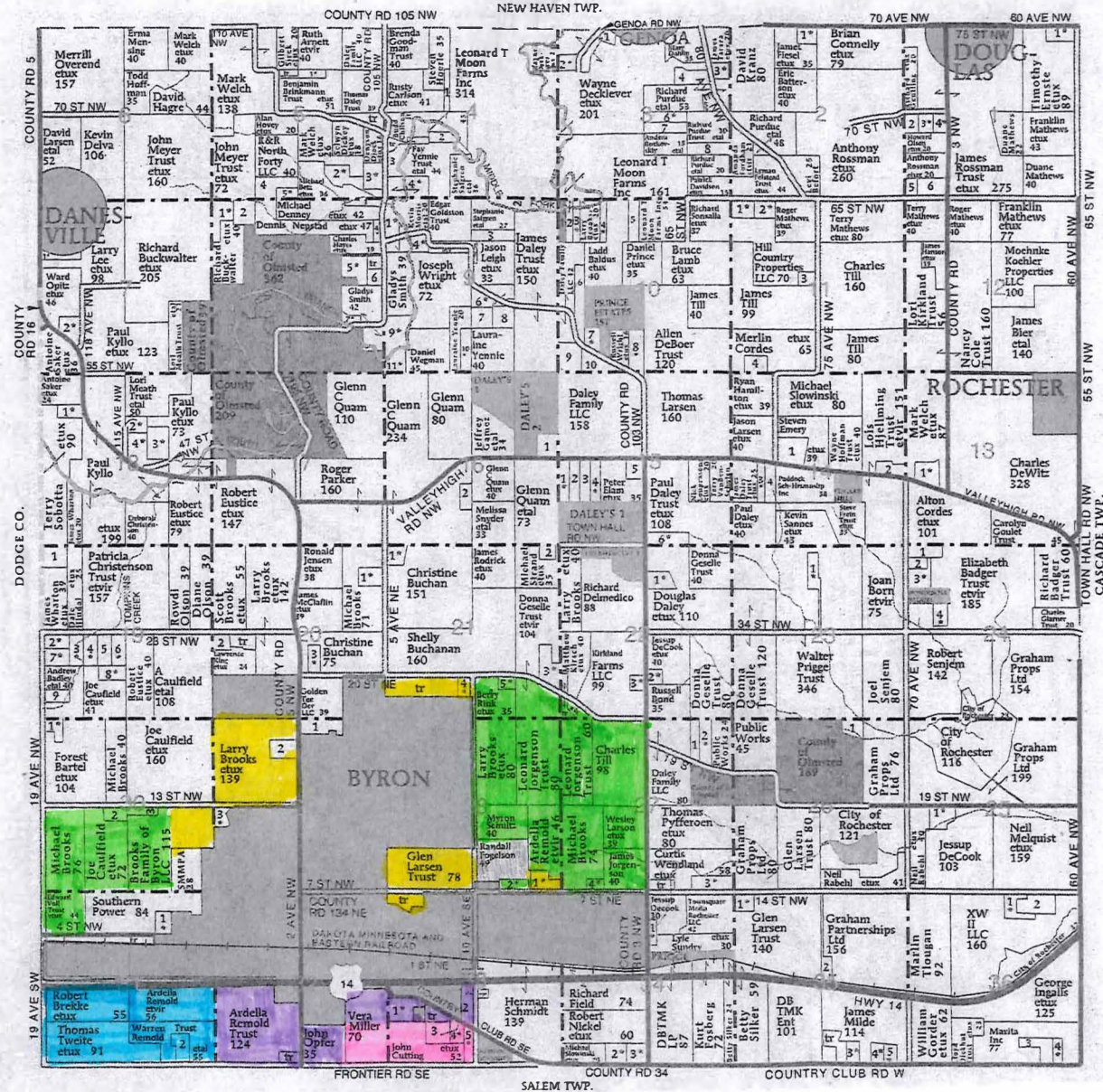
Katie Lin [katie.lin@state.mn.us](mailto:katie.lin@state.mn.us) 651-361-7911

(June 2011)



R-15-W

## 25-50 years - 2019 Agreement



Attachment B		Page 1	
Name	Legal Description	Land Size/Acres	PIN Numbers
Robert & Karen Brekke	ALL TH PT N1/2 SW1/4 LYNING S OF THE R-O-W T H NO 14 SEC 31-107-15	55.37	75.31.32.035294
Thomas & Colleen Tweite	TH PT S1/2 SW1/4 SEC 31 107-15	40	75.31.33.079383
Thomas & Colleen Tweite	TH PT SW1/4 SW1/4 SEC31 107-15	7.59	75.31.33.079380
Thomas & Colleen Tweite	TH PT SW1/4 SW1/4 SEC31 107-15	4.84	75.31.33.079381
Thomas & Colleen Tweite	THE EAST 842.50 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31	40	75.31.34.079384
Ardella & Warren Remold	SECT-31 TWP-107 RANGE-015 28.03 AC NW1/4 SE1/4 LESS TH PT SHOWN AS PARCEL 2 ON MN DOT R-O-W	28.03	75.31.42.047596
Warren Remold Trustee Kelly Remold Trustee	SECT-31 TWP-107 RANGE-015 55.38 AC S1/2 SE1/4 LESS S660FT W957FT THEREOF ALSO LESS COM AT SECOR	55.38	75.31.44.049985



	Attachment B	Page 2	
Lyle Tobin Carol Tobin Trustee	N605FT W360FT NE1/4 SE1/4 LESS TH PT SHOWN AS PARCEL 3 ON MN DOT R-O-W	1.8	75.31.41.047598
Ardella & Warren Remold	NE1/4 SE1/4 LESS N605FT W360FT THEREOF & LESS 6.64A	28.36	75.31.41.035290
Jason & Laura Nordlund	TH PT S1/2 SE1/4 DES AS FOL COM AT SECOR SE1/4 TH W AL S LINE SD SE1/4 795.50FT	10.12	75.31.44.050616
Ardella Remold Trustee	NW1/4 SW1/4 LESS HWY & LESS ADDITIONAL 10.99A	29.01	75.32.32.035310
Ardella Remold Trustee	S1/2 SW1/4 LESS S400FT E692FT & NE1/4 SW1/4 LESS N751.9FT E833FT	95.88	75.32.34.047601
Steven & Michelle Felten	S400FT E692FT LESS E165FT S165FT AND LESS W527FT E692FT S220FT SE1/4 SW1/4 32 107 15	3.07	75.32.34.035307
Robert & Nancy Kelly	THE W 357FT E 692FT S 220FT SE1/4 SW1/4 SEC 32-107-15	1.8	75.32.34.080307

	Attachment B	Page 3	
Troy & Kelly Melloon	S165FT E165FT SE1/4 SW1/4 ALONG WITH THE W 170FT OF THE E335FT OF THE S 220FT SE1/4 SW1/4 SEC 32-107-15	1.49	75.32.34.080308
Opfer Trust	S45A W1/2 SE1/4 SEC 32 107-15	35	75.32.43.035303
Lange Family Farm LLC	S70A E1/2 SE1/4 SEC 32 107-15	70	75.32.41.035302
Bruce & Lori Peterson	TH PT N1/2 SW1/4 S OF OLD U S HGY 14 LESS COM AT SECOR SW1/4 TH E670.28FT	27.2	75.33.32.080511
John & Karen Cutting	TH PT SW1/4 SW1/4 DES AS FOL COM AT A PT 681.80FT	16.64	75.33.33.046400
John & Karen Cutting	TH PT SW1/4 DES AS FOL COM AT SECOR SD SW1/4 TH NWLY AL S LINE SD SW1/4 354.68FT	35	75.33.33.046401
Donald Diercks & Julie Eidem	TH PT SW1/4 DES AS FOL COM SE COR SW1/4 TH N 670.28FT TH W 354.68FT	11.62	75.33.34.067938
Robert Braaten	TH PT SW1/4 DES AS FOL COM SE COR SW1/4 TH N 01 DEGREES 01' 20"E 670.28FT	6.4	75.33.34.067939



	Attachment B	Page 4	
Anthony & Jennifer Warmsbecker	TH PT SW1/4 DES AS FOLLOWS BEG AT SECOR SW1/4 TH NE AL E LINE 1075.47FT	9.57	75.33.34.035332
Gordon & Terri Stockinger	TH PT E1/2 SW1/4 DES AS FOLLOWS COM AT CEN SEC TH AL E LINE SW1/4 1122.7FT	3.97	75.33.31.035327
Bruce Lybeck	TH PT NE1/4 SW1/4 DES AS FOLL COM AT CEN SEC TH SLY AL E LINE SD SW1/4 561.75FT	5.6	75.33.31.035329
Kennith & Julie Gabby	TH PT NE1/4 SW1/4 DES AS FOLL BEG AT CEN SEC TH SLY AL E LINE SD SW1/4 561.75FT TH WLY 309.36FT	4.69	75.33.31.035328
Lange Family Farm LLC	N10A E1/2 SE1/4 SEC 32-107-15	2.13	75.32.41.027799
	Total New Acres added in 2019	630.56	

## RESOLUTION NO. 2004-09

BEFORE THE  
MINNESOTA BOUNDARY ADJUSTMENTS OFFICE OF THE DEPARTMENT OF  
ADMINISTRATON

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IN THE MATTER OF THE DESCRIPTION OF	)	
AN UNINCORPORATED AREA IN KALMAR	)	
TOWNSHIP AS IN NEED OF ORDERLY	)	
ANNEXATION AND CONFERRING JURISDICTION	)	JOINT RESOLUTION FOR
OVER SAID AREA IN MINNESOTA	)	ORDERLY ANNEXATION
BOUNDARY ADJUSTMENTS OFFICE OF THE		
DEPARTMENT OF ADMINISTRATION )		
PURSUANT TO MINNESOTA	)	
STATUES §414.0325, Subd. 1	)	

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JOINT RESOLUTION / ORDERLY ANNEXATION AGREEMENT

*July* THIS ORDERLY ANNEXATION AGREEMENT is entered into this 29<sup>th</sup> of July, 2004, by and between the CITY OF BYRON, MINNESOTA (the "City") and KALMAR TOWNSHIP (the "Township").

WHEREAS, Minn. Stat. § 414.0325 authorizes townships and municipalities to provide for the orderly annexation of unincorporated areas that are in need of orderly annexation; and,

WHEREAS, the City and the Township agree that there is a public need for the coordinated, efficient and cost effective extension of the City services to promote the public health, well being, and safety; and,

WHEREAS, the property described in the attached Exhibit "A" (hereinafter referred to as "Annexation Area") is presently urban or suburban in nature or about to become so, and the City is capable of providing City services within a reasonable time; and,

WHEREAS, the extension of City services can only be provided in prioritized phases and if the process and timing of annexation is clearly identified and jointly agreed upon in advance of the City's capital planning, commitment and expenditure; and,

WHEREAS, the establishment of a process of orderly annexation of said lands will be of benefit to the residents and owners of said lands, and permit the City to extend necessary municipal services in a planned and efficient manner; and,



WHEREAS, the City and the Township desire to accomplish the orderly annexation of the Annexation Area and the extension of municipal services in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Office of the Minnesota Department of Administration (MBA) or its successor (this reference to the MBA is intended to include this or any other agency succeeding the Minnesota Municipal Board) and, with the purpose of avoiding an annexation dispute, enter into this joint resolution for orderly annexation pursuant to Minnesota Statutes 414.0325, Subd. 1.

WHEREAS, although there currently are no Suburban Development Areas ("SDA") within the Annexation Area, and no part of the annexation area has been designated a part of the City's Urban Service Area ("USA") or Urban Reserve Area ("URA"), as the same are depicted in the Olmsted County Land Use Plan, a means is needed to control the development of these areas should they be created;

NOW, THEREFORE, BE IT RESOLVED by the City of Byron and the Township that the parties enter into this Joint Resolution Orderly Annexation Agreement (hereinafter referred to as "Agreement") **WHICH REPLACES Resolution No. 2000-10, A JOINT RESOLUTION OF THE CITY OF BYRON AND THE TOWNSHIP OF KALMAR DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF ORDERLY ANNEXATION AND CONFERRING JURISDICTION OVER SAID AREA UPON THE OFFICE OF STRATEGIC AND LONG RANGE PLANNING PURSUANT TO MINN. STAT. 414.0325(attached)**, and agree to the following terms:

1. The City and Township hereby designate that property situated in the Annexation Area as in need of orderly annexation pursuant to Minnesota Statutes 414.0325. The legal description for the Annexation Area is provided on Exhibit "A" attached hereto. A map of the Annexation Area is provided in Exhibit "B" attached hereto for the convenience of the parties.

2. The City and Township shall jointly request that the entire area described in Exhibit "A" and illustrated in Exhibit "B" be included as Urban Service Area within the Olmsted County Land Use Plan.

3. Annexation of land within the Annexation Area. The City and the Township hereby agree that the following described property, which is included within the orderly annexation area described above, shall be immediately annexed to the City upon execution of this agreement (James Jorgenson):

See Exhibit "F" attached hereto and made a part hereof by reference

(A) The City shall have the right to annex by resolution any land within the Annexation Area at any time subject only to the annexation provisions of this agreement and when such land meets one or more of the following criteria:

- (i) a majority of the property owners in a subdivision (defined as all of the lots on an individual plat filed for record in the Olmsted County Recorder's office) in which one or more parcels are contiguous to the City, or a majority of the property owners of a contiguous parcel of land located entirely within the Annexation Area petition for annexation;
  - (ii) the City decides to add an arterial or collector road to its Municipal State Aid Street System that is designated on the City of Byron's Thoroughfare Plan, but only to the extent of the right-of-way needed for said road and such land annexed for right-of-way purposes by itself shall not be used as the basis for surrounding an area or as land abutting the City to allow annexation by ordinance;
  - (iii) the City determines by resolution that land, right-of-way or easements are needed for a public works improvement project designed to provide sanitary sewer pumping and conveyance facilities, water supply, water storage or water conveyance facilities, stormwater retention, stormwater detention or stormwater conveyance facilities, but only to the extent needed for said facilities and such land annexed for public improvement facility purposes by itself shall not be used as the basis for surrounding an area or as land abutting the City to allow annexation by ordinance;
  - (iv) the City receives an annexation petition from a landowner, provided the land to be annexed is contiguous to the City;  
or
  - (v) When a parcel of land is annexed into the City, the City shall annex that portion of the entire road right-of-way, contiguous to the parcel of land, into the City at the time of annexing that portion of land.
- (B) The City may, by resolution, annex land within the Annexation Area which is completely surrounded by property within the City, without a petition from a majority of the owners of such property, provided that all of the following criteria are met as to such land:
- i. The land has been completely surrounded by land within the City for a period of at least two years prior to the annexation of the surrounded land, except those parcels owned by the Southeastern Minnesota Municipal Power Agency (SMMPA) :see attached map Exhibit "E"; and
  - ii. The City has ordered the construction of sanitary sewer, municipal water or storm water facilities within or abutting such property; and



- iii. Land annexed pursuant to paragraphs 3.A.ii. or 3.A.iii. is excluded from the determination of whether the surrounded land is completely surrounded by land within the City.
  - iv. When a parcel of land is annexed into the City, the City shall annex that portion of the entire road right-of-way, contiguous to the parcel of land, into the City at the time of annexing that portion of land.
- (C) The City may annex any Interim Development land situated in the Annexation Area only if the annexation occurs 12 years after the execution of the Interim Development Agreement (DA). For purposes of this Agreement, the term "Interim Development" shall mean any residential development outside the City, located within the 11 to 25 year area of the Annexation Area as determined and delineated on Exhibit "B" to this Agreement, which was platted after the date of this Agreement, and before the availability of city utilities (City sanitary sewer and municipal water services). However, Interim Development shall be allowed only if the following requirements are satisfied:
- (i) installation of common sewage collection and water distribution system services on-site at the time of development;
  - (ii) establishment of an escrow account to pay for all on-site and off-site capital improvements not installed by the developer (such capital improvements being substantially similar to the types of capital improvements required of developments within the City contemporaneous with the Interim Development);
  - (iii) documentation of agreements for sewer and water service hookup to the City's public sewer and water systems;
  - (iv) clustering of buildable lots to minimize costs and provide flexibility for future development;
  - (v) development of platting arrangements and zoning requirements to allow for future lot splits or zoning arrangements limiting the final residential lot size to a maximum of 0.5 acres , unless otherwise approved by the City due to exceptional topographic constraints;
  - (vi) development of site planning that is approved through a general development plan, including City and Township review; and
  - (vii) execution of the required Connection Agreement and Interim Development Agreement (DA).

4. The Township will not file any objection with the MBA concerning the City's annexation of any land within the Annexation Area so long as the annexation complies with the terms and conditions of this Agreement. If the Township has already filed such an objection with the MBA, the filing of this Agreement with the MBA shall constitute withdrawal of the objection.

5. If the City intends to annex a parcel of property in the Annexation Area, the City shall, within 14 days of receipt, submit to the Township the following:

- (A) The legal description of the property to be annexed and a map of the property to be annexed;
- (B) A description of the proposed use of said property if known; and
- (C) Any General Development Plan for the parcel to be annexed, if one has been submitted to the City.

6. The City will initiate annexation pursuant to this Agreement by City Council resolution ("Annexation Resolution"). The City Planning and Zoning Commission is not required to review the City's adoption of an Annexation Resolution. The Annexation Resolution must be filed with the MBA, the Township and the Olmsted County Auditor/Treasurer. The Annexation Resolution must contain the boundary description of the area to be annexed and, pursuant to Minn. Stat. §§ 414.01, subd. 14, and 414.0325, subd. 1a, must contain the City's estimates of the population and number of households in the area to be annexed. It must also contain a cost estimate of any change in electrical utility services, including rate changes and assessments which might occur from the annexation. The resolution must also identify one or more paragraphs of this Agreement which authorize such annexation and identify the characteristics of the land to be annexed which qualify the property for annexation under this Agreement.

7. Upon the filing of the Annexation Resolution with the MBA, the parties will not request any alteration of the boundaries of the land to be annexed or any change in the annexation of the land not provided for in this Agreement. The MBA may review and comment on the Annexation Resolution, but may not alter the annexation boundaries. Within 30 days of receipt of the Annexation Resolution, the MBA must order the annexation of the area described in the Annexation Resolution in accordance with the terms and conditions of this Agreement.

8. Lands ordered annexed pursuant to this Agreement will not be subject to any differential taxation as referenced in Minnesota Statutes 414.035. Property taxes payable on annexed land shall continue to be paid to the Township for the entire year in which the annexation becomes effective. If the MBA's order approving the annexation becomes effective on or before August 1 of a levy year, the City may levy on the annexed area beginning with that same levy year. If the MBA's order becomes effective after August 1 of a



levy year, the Township may continue to levy on the annexed area for that levy year. Thereafter, property taxes on the annexed land must be paid to the City.

9. The City will provide the following property tax re-imbursement payments to the Township for land within the Orderly Annexation Agreement Area that are annexed to the City:

- (A) For undeveloped land as of the date of this agreement, the City will make ten yearly payments equal to the Township taxes on undeveloped land value at the time of annexation, regardless of whether the property is later developed. "Undeveloped land" is defined as any parcel without a structure or that contains a structure and yet is greater than 30 acres in size. The annual payments shall commence in the year following the annexation.

For a period of ten (10) years after a parcel of property is annexed to the City pursuant to this Agreement, the City shall pay to the Township an annual amount equal to the amount of real estate tax assessed to the property in the year of annexation. There shall be no proration of the amount owed by the City to the Township in the year of annexation.

(B) For interim residential developments that are approved in the Annexation Area after the date of this agreement, the City will make no township property tax re-imbursement payments to the Township.

10. Any tax payments due to the Township pursuant to this Agreement will be made within 30 days of receipt by the City of the tax distribution from Olmsted County.

11. Interim residential development will be permitted only in the 11-25 year areas within the Annexation Area as shown on the attached Exhibit "B", and only if the interim residential development complies with the following:

- (A) the development complies with the Olmsted County Land Use Plan, dated November 14, 1995, updated June, 2002, and any amendments approved by the Olmsted County Board and the corresponding Olmsted County Future Land Use Map ("Land Use Plan").
- (B) the development complies with any applicable General Development Plan for the project or area as approved by the City, the City's subdivision controls, capital improvement standards and zoning regulations; and
- (C) the developer agrees to enter into a City-approved Connection Agreement ("CA") and Interim Development Agreement ("DA") wherein the developer agrees to construct a County and City-approved

community-based water system and Township and City-approved sewer system and sewage treatment system, both of which must be fully compatible for incorporation into the City's public water and sewer system.

12. If the development complies with Paragraph 11 of this Agreement, the Township and the County may approve a residential interim development provided that the developer enters into a City-approved CA and DA. Parties to the DA must include the Township and the City.

13. The DA must provide (but is not limited to) the following:

- (A) the affected property owners, the developer and the Township will agree that the land upon which the development is located will be annexed to the City pursuant to Section 3.C. of this agreement;
- (B) the developer agrees to construct a County and City-approved community-based water system, which must be fully compatible for incorporation into the City's public water system;
- (C) the developer agrees to construct a Township and City-approved community based sewer system and sewage treatment system, which must be fully compatible for incorporation into the City's public sewer system.
- (D) the developer will construct, or pay a fee to the City equal to the cost of providing any and all on-site and off-site capital improvements or facilities (such capital improvements being substantially similar to the types of capital improvements required of developments within the City contemporaneous with the Interim Development) in an amount as reasonably determined by the City, including, but not limited to, public sanitary sewer and watermain, roads, bicycle and pedestrian facilities, storm drainage and, stormwater management facilities, and parks/recreational space that are required to provide the public infrastructure and services needed to serve the Annexation Area;
- (E) if requested by the City, the developer will extend these public facilities through the development to serve adjacent properties;
- (F) property located in the Annexation Area will be subject to the payment of development related charges associated with publicly provided infrastructure. This infrastructure includes, but is not limited to, sanitary sewer, watermain, water towers, storm sewer, roadway improvements, storm water management and parkland. The charges become due and payable upon the later of development or connection to city utilities; and,



- (G) payments for related infrastructure improvements must be made pursuant to standardized charges at the time of development of the property. These standardized charges are those based upon the City of Byron policies in effect at the time of development.

14. Residential development, with a density of non-farm development higher than that permitted by the Olmsted County Zoning Ordinance in effect as of the date of this Agreement will not be permitted in the 0 to 10 year area, as shown on the attached Exhibit "B". This prohibition applies to a subdivision or a single parcel of land including a development that has residential or combined residential and non-residential uses within the 0 to 10 year area of the Annexation Area. This prohibition does not apply to land located within the City.

15. Olmsted County has not in its Land Use Plan designated any lands within the Annexation Area as Suburban Development Areas. Under the terms of this Agreement, the lands included within the Annexation Area are designated for future urban development within the City of Byron. The Township shall not initiate, seek, or support any request to the Olmsted County Board or Planning Commission for designation of any Suburban Development Areas with the Annexation Area, and further the Township shall oppose any efforts to include any of the lands within the Annexation Area into any governmental jurisdiction other than the City of Byron or Olmsted County.

16. Nothing in this Agreement relieves the Township of its governmental responsibilities for the Annexation Area, including but not limited to the regular and normal maintenance of the existing infrastructure of roads, drainage facilities, and street signs. The Township's continuing governmental responsibilities for an annexed area continue until the date of the MBAorder approving the annexation.

17. The continued investment of public funds to maintain public roads is an essential function of the local government. Recognizing such obligation, the Township will maintain public roads within the Annexation Area in a satisfactory condition, except that the City shall be responsible for repairing any damage to Township roads which occur as a direct result of development activity taking place on lands annexed to the City under this Agreement. Any and all paved roads must be crack-filled, seal-coated and overlaid on a preventive maintenance schedule. If the City annexes a Township roadway before the expiration of the useful life of any major maintenance activity undertaken after the adoption of this agreement, the City will reimburse the Township for the pro rata cost of the remaining useful life, as determined consistent with Exhibit "C", of the major maintenance activity. For purposes of this agreement, a major maintenance activity shall be one that had a total cost of \$10,000. or more. Exhibit "C" is attached to this Agreement to show the preventive maintenance schedule and the manner in which pro rata costs will be calculated.

18. In instances in which a City subdivision takes direct connection onto a Kalmar Township roadway and the subdivision traffic results in increased annual Township maintenance costs for that segment of roadway as determined by the County Engineer, the City agrees to provide an annual maintenance contribution to Kalmar Township for the actual



increased maintenance costs as determined by the County Engineer up to but not more than \$10,000 per mile of roadway. Roadway segment shall be defined as that portion of a Kalmar Township roadway that extends between the intersections of two public roads at either end of the segment.

19. All utility extensions within the Annexation Area will be consistent with the City's policies concerning the extension of municipal utilities.

20. The City will construct and provide water, sanitary sewer, storm sewer and street improvements to the Annexation Area as requested by the owner, pursuant to state and local law, at the discretion of the City and based on the City's policies then in effect.

21. The City and Township agree that the zoning and subdivision authority within Annexation Area shall be governed by the Township, and the City and Township agree that the Township planning commission and Town Board, as constituted from time to time, shall constitute the authority for planning, zoning and land use control pursuant to Minn. Stat. §414.0325, Subd. 5, and shall operate in their respective capacities as set out in Minnesota Chapter 462.

22. This Agreement provides the exclusive procedures by which the unincorporated property identified in the Annexation Area may be annexed by the City.

23. Except as provided in paragraph 25 of this Agreement, the City cannot annex Land outside of the Annexation Area without the Township's written approval.

24. The City shall not annex any property from the Township which is located outside of the Annexation Area without the written consent of the Town Board until such time as 80% of the land area within the Annexation Area as shown on Exhibit "B" has been annexed into the City pursuant to the terms of this Agreement.

25. The Township and City will meet at least once every five years to review the status of the annexation and development of the Annexation Area. A request from either party to this Agreement will be sufficient to initiate the review meeting.

26. This Agreement will terminate when the parties adopt a joint resolution of termination when all of the land within the Annexation Area is annexed to the City or January 1, 2029, whichever comes first.

27. Disputes concerning this Agreement shall be resolved as follows:

- (A) *Negotiation.* When a disagreement over interpretation of any provision of this Agreement occurs, City and Township staff members must meet at least once at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- (B) Mediation. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate an interpretation of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.
- (C) Adjudication. When the parties are unable to resolve a dispute, claim, or counterclaim, or are unable to negotiate an interpretation of any provision of this Agreement or are unable to agree to submit their respective grievances to non-binding mediation, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

28. This Agreement may not be modified, amended, or altered except upon written joint resolution of the City and the Township duly executed and adopted by the City Council and Township Board of Supervisors, and filed with the MBA.

29. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota. In the event any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

30. The terms, covenants, conditions, and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties, superseding all prior agreement and negotiations, regarding the Annexation Area. There are no understandings, agreements or assumptions other than the written terms of this Agreement.

31. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Township. Specifically, this Agreement is binding upon the governmental entity that survives or is created by the Township's action to merge, consolidate, detach, annex, reorganize or incorporate.

32. This resolution shall be effective immediately upon its adoption by the parties and its filing with the MBA. This Agreement shall terminate when the City has annexed the entire area described in Exhibit "A", except that the tax sharing obligations of the City arising under this Agreement shall survive the termination of this Agreement until such obligations have been completely fulfilled.



AUG 03 2004

33. Any notices required to be sent under the terms of this agreement shall be considered sufficient notice if mailed by first class U.S. mail to the City of Byron, City Administrator's Office, 11 4<sup>th</sup> Street NW, Byron, MN 55904; and to the Kalmar Township Clerk.

34. Properties located outside of the Corporate limits of the City of Byron (in Exhibits A and B) shall be subject to the payment of development related charges associated with publicly provided infrastructure for sanitary sewer, watermain, water towers, storm sewer, roadway improvements, storm water management and parkland and shall be deferred until such time as the property is annexed and/or developed. Costs for said improvements shall be based on the policies in effect for the City of Byron at the time of development. Property within the corporate limits of the City of Byron are also subject to development related charges as outlined above. Payments for related infrastructure shall be made pursuant to levied assessments for the infrastructure or at the time of the property's development. Costs for said improvements shall be based on the policies in effect for the City of Byron at the time of development or as established in the assessment procedures.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

BYRON, MINNESOTA, THIS 29<sup>th</sup> DAY OF July, 2004.

ATTEST: Donald A. Hennrich  
City Administrator

APPROVED THIS 30<sup>TH</sup> DAY OF July, 2004.

Gregory H. Brandt  
Gregory H. Brandt, MAYOR OF CITY OF BYRON

(Seal of the City of  
Byron, Minnesota )

PASSED AND ADOPTED BY KALMAR TOWNSHIP, OLMSTED COUNTY,

MINNESOTA, THIS 29 DAY OF July, 2004.

ATTEST: Ruth W. Lam  
TOWN CLERK

Ralph W. Wiest  
CHAIRMAN OF TOWN BOARD



REC'D BY  
MMB

AUG 03 2004

This document prepared by:

Kalmar Township  
Township Cooperative Planning Association  
PO Box 339  
3935 Hwy 14 E  
Rochester, MN 55903

REC'D BY  
MMB

AUG 03 2004

# EXHIBIT A 25 YEAR ORDERLY ANNEXATION

<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
1 WAYNE AND BONNIE PRIGGE	KALMAR-T107N-R15W SEC. 28/QUAD 4 AND 3	2.59	75.28.43.035258
2 PAUL AND MARY SUTTER	KALMAR-T107N-R15W SEC. 28/QUAD 4 AND 3	2.59	75.28.43.035259
3 KEVIN D. AND KATHY STRAIN	KALMAR-T107N-R15W SEC. 28/QUAD. 4 AND 3	6.08	75.28.43.035257
4 JAMES D. AND ALICE JEAN GRONVOLD	KALMAR-T107N-R15W SEC. 28/QUAD. 4 AND 4	11.28	75.28.44.035253
5 RICHARD REMOLD	KALMAR-T107N-R15W SEC. 28/QUAD. 4 AND 1	46.35	75.28.41.035252
6 MICHAEL AND RENE BROOKS	KALMAR-T107N-R15W SEC. 27/QUAD. 3 AND 3	74.75	75.27.33.049368
7 BRIAN R. JOSSELYN	KALMAR-T107N-R15W SEC. 27/QUAD. 3 AND 3	5	75.27.33.049369
8 JAMES H.JORGENSEN	KALMAR-T107N-R15W SEC. 27/QUAD. 3 AND 4	40	75.27.34.043177
9 JAMES H. JORGENSEN	KALMAR-T107N-R15W SEC. 27/QUAD. 3 AND 4	40	75.27.34.035247
10 RANDALL K. FOGELSON ETAL	KALMAR-T107N-R15W SEC. 28/QUAD. 4 AND 3	48.7	75.28.43.035255
11 MYRON C. SCHULTZ	KALMAR-T107N-R15W SEC. 28/QUAD. 4 AND 2	40	75.28.42.035256

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AUG 03 2004

<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
12 LARRY E. AND SANDRA K. BROOKS	KALMAR-T107N-R15W SEC. 28/QUAD. 1 AND 3	80	75.28.13.035248
13 BARRY W. AND GEORGINNA E. RINK	KALMAR-T107N-R15W SEC. 21/QUAD. 4 AND 3	35	75.21.43.035170
14 STUART W. AND PATRICIA K. LARSON	KALMAR-T107N-R15W SEC. 21/QUAD. 4 AND 3	5	75.21.43.035169
15 DAVID AND DONNA GESELLE TRUSTEE	KALMAR-T107N-R15W SEC. 21/QUAD 4 AND 1	64.76	75.21.43.035173
16 RICHARD J. AND DIANE M. STIMSON	KALMAR-T107N-R15W SEC. 22/QUAD. 3 AND 3	4.7	75.22.33.035199
17 JAN E. AND LINDA I. JOHNSON	KALMAR-T107N-R15W SEC. 22/QUAD 3 AND 3	6.47	75.22.33.035198
18 LEONARD JORGENSEN TRUST	KALMAR-T107N-R15W SEC. 27/QUAD 2 AND 2	60	75.27.22.035238
19 LEONARD JORGENSEN TRUST	KALMAR-T107N-R15W SEC. 28/QUAD. 1 AND 2	80	75.28.14.035249
20 FLOYD AND MARJORIE ANN BAHR	KALMAR-T107N-R15W SEC. 27/QUAD 2 AND 2	2.75	75.27.22.035241
21 ARTHUR W. RINK	KALMAR-T107N-R15W SEC. 27/QUAD. 2 AND 4	98	75.27.24.035240
22 WESLEY U. AND SONIA C. LARSON	KALMAR-T107N-R15W SEC. 27/QUAD. 3 AND 1	39.5	75.27.31.035239



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<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
23 TIMOTHY AND JUSTINE JENSEN	KALMAR-T107N-R15W SEC. 34/QUAD. 2 AND 2	2.5	75.34.22.055711
24 DARREL A. FARR	KALMAR-T107N-R15W SEC. 34/QUAD. 2 AND 2	137.5	75.34.22.055710
25 GLEN LARSON	KALMAR-T107N-R15W SEC. 28/QUAD. 3 AND 4	80	75.28.34.035260
26 LOIS K. NELSON	KALMAR-T107N-R15W SEC. 33/QUAD. 2 AND 2	7.5	75.33.22.061160
27 KEITH AND MARCIA GARVENS	KALMAR-T107N-R15W SEC. 33/QUAD. 2 AND 2	2.04	75.33.22.061158
28 TODD AND SHELLY BUCHANAN	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 4	5.7	75.21.34.035189
29 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 4	5.7	75.21.34.035188
30 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 4	5.7	75.21.34.035187
31 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 3	5.7	75.21.33.035186
32 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 3	5.7	75.21.33.035185
33 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 3	5.7	75.21.33.035184

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<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
34 STEPHEN AND JOYCE FENSKE	KALMAR-T107N-R15W SEC. 21/QUAD. 3 AND 3	5.7	75.21.33.035183
35 MARGARET GEMELKE	KALMAR-T107N-R15W SEC. 20/QUAD. 4 AND 3	39.54	75.20.43.067893
36 MARGARET GEMELKE	KALMAR-T107N-R15W SEC. 29/QUAD. 1 AND 2	14.06	75.29.12.066172
37 BYRON INDEPENDENT SCHOOL DISTRICT 531	KALMAR-T107N-R15W SEC. 20/QUAD. 3 AND 1	80	75.20.31.069172
38 VERONICA ANN STEVENS	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 1	11.32	75.29.21.035269
39 LARRY AND SANDRA BROOKS	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 4	14.05	75.29.24.065267
40 LARRY AND SANDRA BROOKS	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 2	128.89	75.29.22.065268
41 BYRON INDEPENDENT SCHOOL DISTRICT 531	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 4	0.56	75.29.24.035266
42 BYRON INDEPENDENT SCHOOL DISTRICT 531	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 4	0.75	75.29.24.054128
43 BYRON INDEPENDENT SCHOOL DISTRICT 531	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 4	0.72	75.29.24.035265
44 TERRY BIRD	KALMAR-T107N-R15W SEC. 29/QUAD. 2 AND 3	2.01	75.29.23.035267



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AUG 03 2004

<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
45 JOE CAULFIELD	KALMAR-T107N-R15W SEC. 30/QUAD. 1 AND 3	160	75.30.13.035274
46 DALE AND JANICE BROOKS	KALMAR-T107N-R15W SEC. 30/QUAD. 4 AND 2	120	75.30.42.035279
47 DALE AND JANICE BROOKS	KALMAR-T107N-R15W SEC. 30/QUAD. 2 AND 4	40.15	75.30.24.035277
*48 FOREST AND SHIRLEY BARTEL	KALMAR-T107N-R15W SEC. 30/QUAD. 2 AND 3	75.15	75.30.23.035276
*49 FOREST AND WILMA WHARTON	KALMAR-T107N-R15W SEC. 30/QUAD. 2 AND 3	40	75.30.23.035275
50 JESSY DECOOK	KALMAR-T107N-R15W SEC. 30/QUAD. 3 AND 1	8	75.30.31.046319
51 JOE CAULFIELD	KALMAR-T107N-R15W SEC. 30/QUAD. 3 AND 4	72	75.30.34.046318
52 THOMAS A. BROOKS	KALMAR-T107N-R15W SEC. 30/QUAD. 3 AND 2	5	75.30.32.059382
53 DALE AND JANICE BROOKS	KALMAR-T107N-R15W SEC. 30/QUAD. 3 AND 2	71.43	75.30.32.059381
54 ED AND ELLEN VOLL	KALMAR-T107N-R15W SEC. 31/QUAD. 2 AND 2	44.19	75.31.22.061922
55 DONALD AND LALONNIE VOLL	KALMAR-T107N-R15W SEC. 31/QUAD. 2 AND 2	4.54	75.31.22.061825

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AUG 03 2004

	<u>NAME</u>	<u>LEGAL</u>	<u>LAND SIZE/ACRES</u>	<u>PIN NUMBER</u>
56	SMPA	KALMAR-T107N-R15W SEC. 31/QUAD. 2 AND 1	4.54	75.31.21.066966
57	DONALD AND LALONNIE VOLL	KALMAR-T107N-R15W SEC. 31/QUAD. 2 AND 2	UK	75.31.22.035296
58	ROBERT VAN ARX	KALMAR-T107N-R15W SEC. 31/QUAD. 1AND 2	8.28	75.31.12.035282







# OLMSTED COUNTY, MINNESOTA

**(Landowners)**

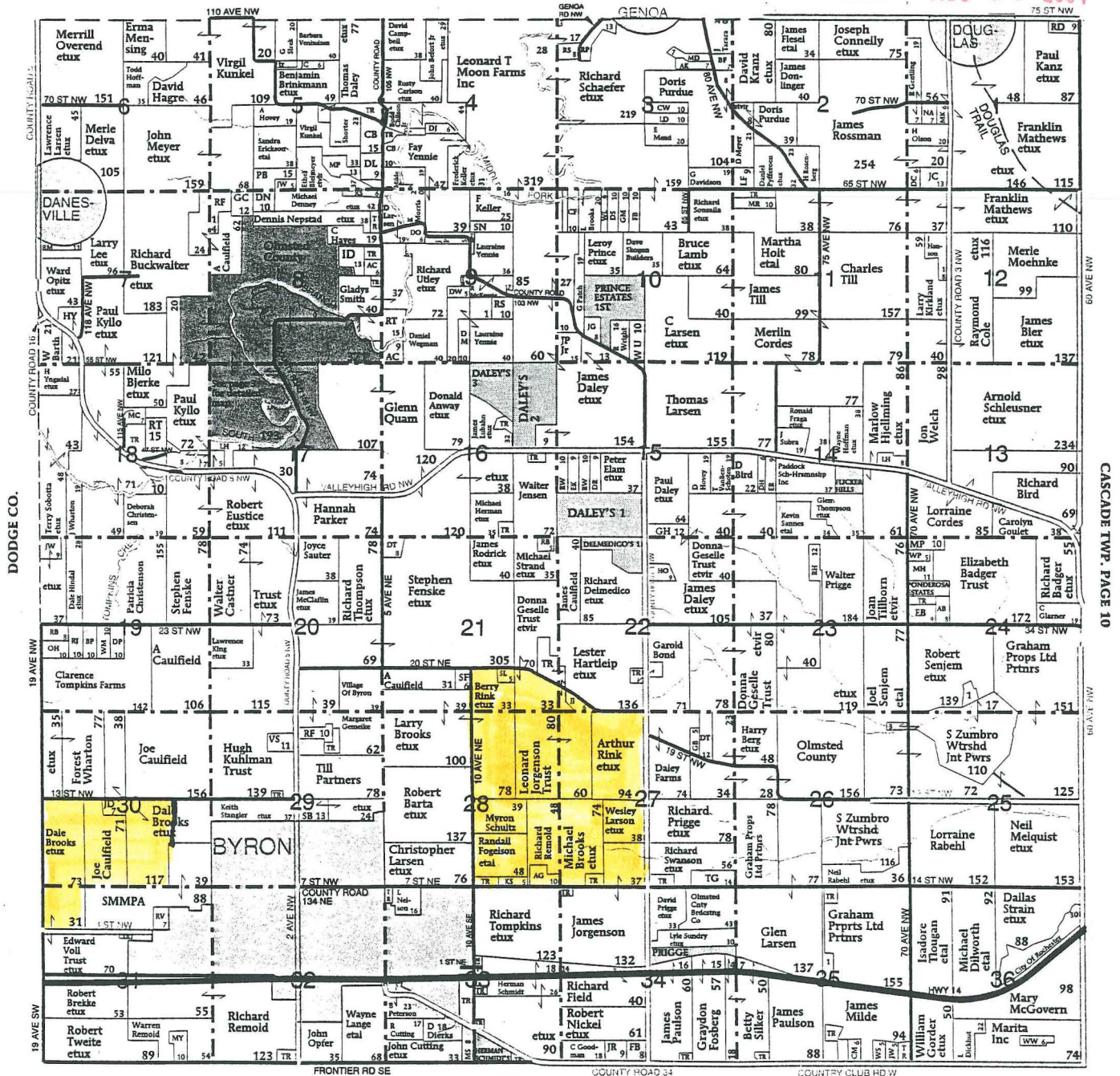
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**See Page 59 For Additional Names.**

NEW HAVEN TWP. PAGE 28

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AUG 03 2004



SALEM TWP. PAGE 42

# CROP INSURANCE AGENCY

Elmer "Butch" Espey

Office Hours: 9:00 AM - 12:30 PM or By Appointment

• Phone 507-288-1046 •

2638 County Rd. 3, Southwest • Suite 102 • Byron, MN



BCIS



Exhibit "C"  
Roadway Infrastructure Maintenance

Pavement Maintenance Strategy	Frequency of Strategy	Life Expectancy	Annual Depreciation
Crack Fill	5 years	5 years	20% per year
Seal Coat	5 years	5 years	20% per year
Bituminous Overlay			
1" – 1 ¼"	9 years	9 years	11.1% per year
1 ¼" – 1 ½"	12 years	12 years	8.3% per year
1 ½" – 1 ¾"	15 years	15 years	6.7% per year
1 ¾" – 2"	18 years	18 years	5.5% per year
Culvert Crossing Replacement (3-way/4-Way roadway intersections Or Drainage way/Creek Crossing	25 years	25 years	4% per year
Gravel Roadway Expansion-Widening	As needed	25 years	4% per year
Bridge Replacement	75 years	75 years	1.3% per year

NOTE: Work items in excess of \$10,000.00 shall be co-authorized between the City and the Township.

\* When a parcel of land is annexed to the City per the terms of this agreement, the city shall include in the annexation both sides of the road right-of-way adjacent to the parcel of land being annexed. Per the agreement, Section 3(A), subparagraph (V), and Section 3(B), subparagraph (IV).

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MMB  
AUG 03 2004

CITY OF  
BYRON, MINNESOTA  
25 YEAR ORDERLY ANNEXATION AREA

LAND USE PLAN  
FOR THE CITY OF  
BYRON, MINNESOTA

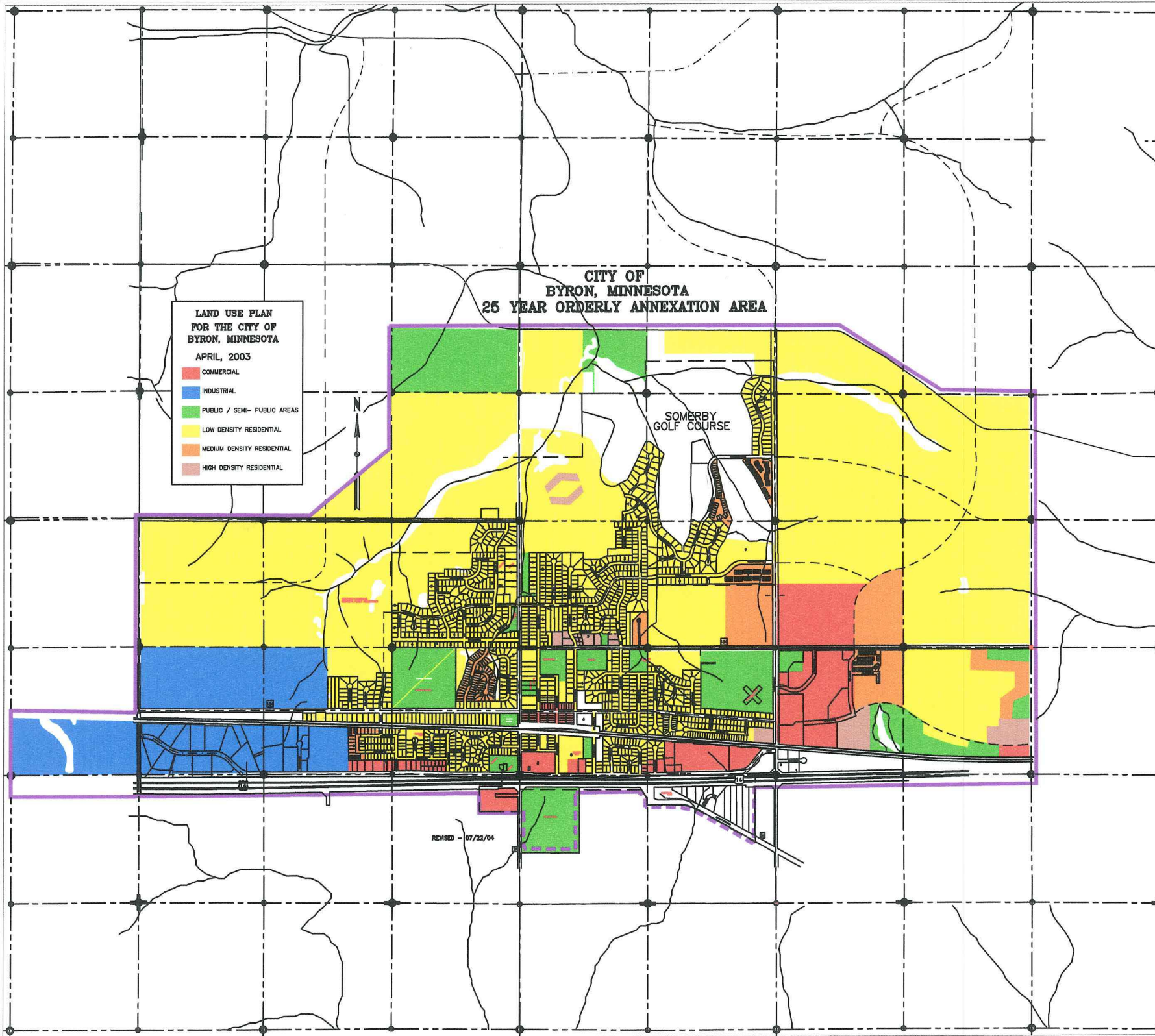
APRIL, 2003

- COMMERCIAL
- INDUSTRIAL
- PUBLIC / SEMI- PUBLIC AREAS
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL



SOMERBY  
GOLF COURSE

REVISED - 07/22/04

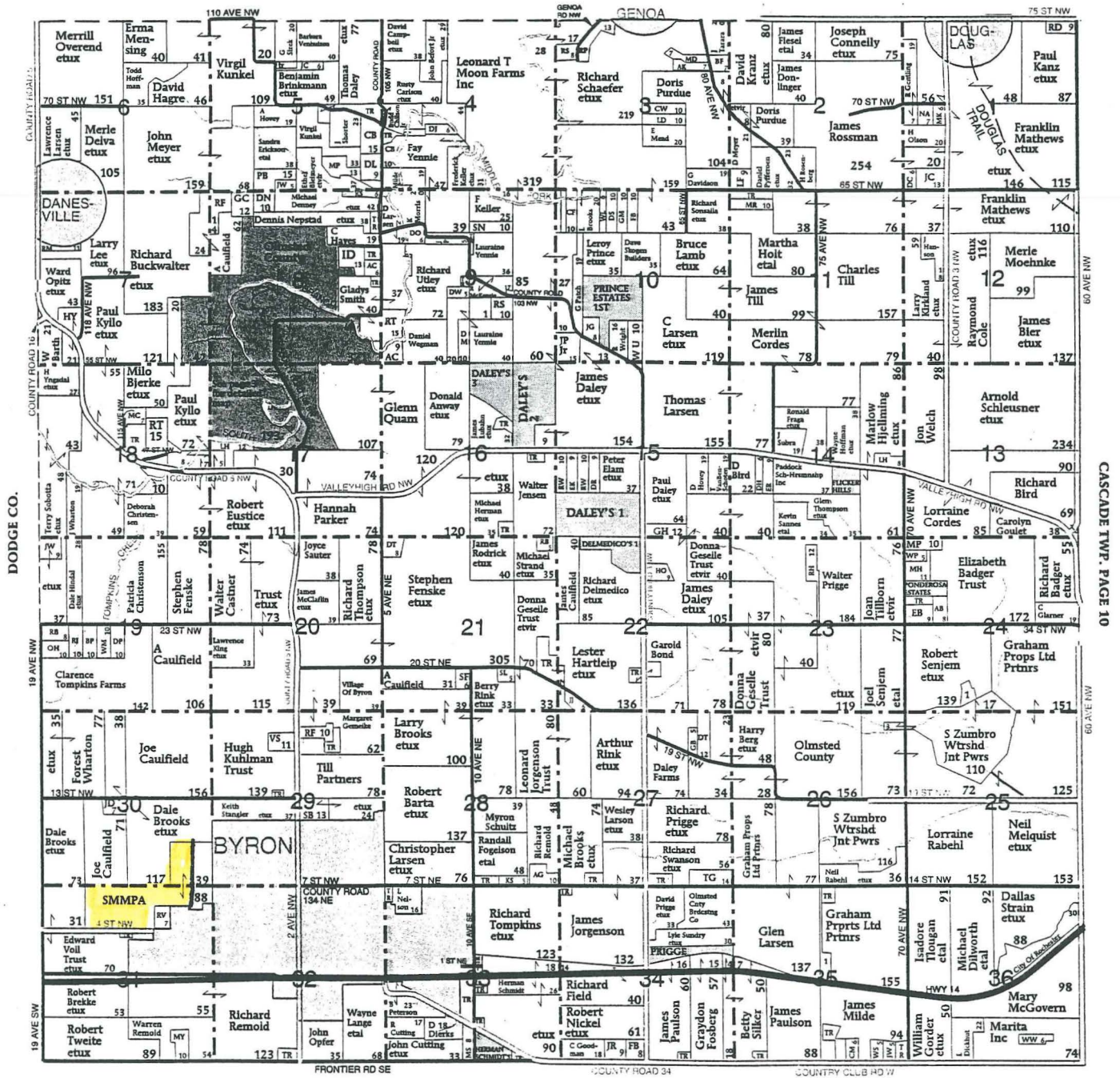




NEW HAVEN TWP. PAGE 28

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See Page 59 For Additional  
AUG 03 2004



SALEM TWP. PAGE 42

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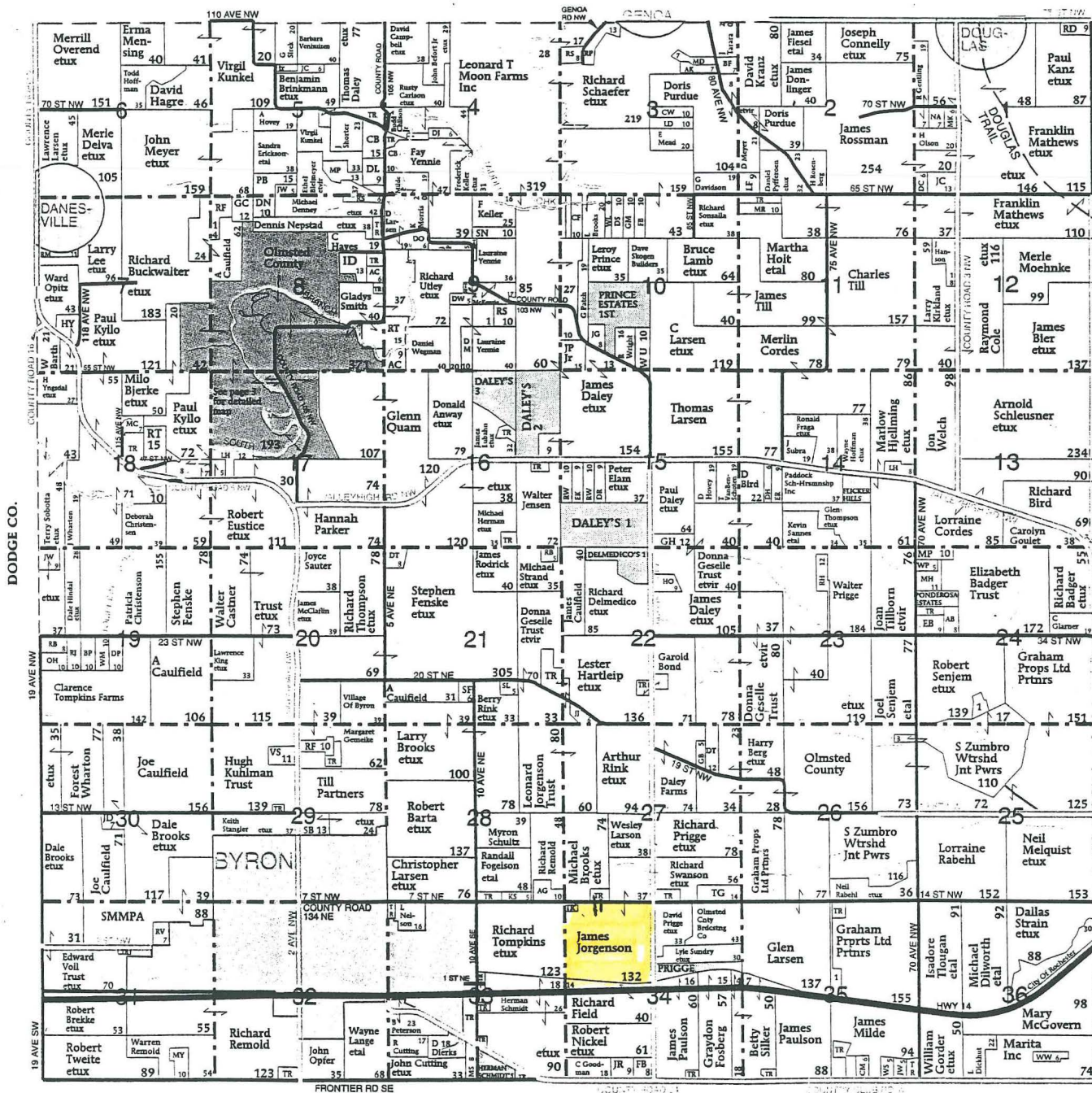
2638 County Rd. 3, Southwest • Suite 102 • Byron, MN



BCIS



## NEW HAVEN TWP. PAGE 28



CASCADE IWP, PAGE 10

## SALEM TWP. PAGE 42



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2638 County Rd. 3, Southwest • Suite 102 • Byron, MN



RCIS



**EXHIBIT F**  
**James Jorgenson Property**

Land Description

The Northwest Quarter of Section 34, Township 107 North, Range 15 West, north of the railroad, less the following described parcel:

That part of the Northwest Quarter of the Northwest Quarter of Section 34, Township 107 North, Range 15 West, Olmsted County, Minnesota described as follows:

Beginning at the northwest corner of the Northwest Quarter of said Section 34; thence East, assumed bearing along the north line of said Northwest Quarter 389.00 feet; thence South 00°27'15" East, parallel with the west line of said Northwest Quarter 280.00 feet; thence West parallel with the north line of said Northwest Quarter 389.00 feet to the west line of said Northwest Quarter; thence North 00°27'15" West along said west line, 280.00 feet to the point of beginning. Containing 2.50 acres, more or less.

Being subject to an easement for the County Road No. 134 right of way over the northerly boundary and to an easement for the County Road No. 3 right of way over the easterly boundary thereof.

The above described parcel contains 135.72 acres