

TOWNSHIP OF LAKETOWN RESOLUTION 2011-03

JOINT RESOLUTION STIPULATING TO THE AMENDMENT OF THE ORDERLY  
ANNEXATION AGREEMENT NO. 76-47 AMONG THE MUNICIPALITIES OF CHASKA,  
VICTORIA AND WACONIA, AND THE TOWNSHIP OF LAKETOWN

WHEREAS, the municipalities of Chaska, Victoria and Waconia, and the Township of Laketown, have agreed to an orderly annexation agreement (the "Agreement") pursuant to Minnesota Statutes Chapter 414 for the annexation of certain unincorporated territory in the Township of Laketown;

WHEREAS, the Municipal Board of the State of Minnesota pursuant to Resolution Number 76-47 has approved and ordered the implementation of such Agreement;

WHEREAS, the City of Victoria and the Township of Laketown (the "Township") pursuant to the Agreement request annexation of Marsh Lake Road as described in part in Exhibit A;

WHEREAS, pursuant to City of Victoria Resolution 04-08 and Township of Laketown Resolution 2004-01 the City and Township request annexation of property as described in part in Exhibit A;

WHEREAS, the City of Victoria and the Township wish to enter into a separate maintenance agreement to modify the existing maintenance requirements of Marsh Lake Road as described in Exhibit B;

WHEREAS, the City and the Township amend the Agreement to include the 30 day review and comment pursuant to Statute 414 and the Chief Administrative Law Judge shall within 30 days of the date that the Office of Boundary Adjustment receives the resolution shall order the annexation pursuant to Resolution 76-47.

NOW, THEREFORE, BE IT RESOLVED,

1. That the City along with the Township jointly request that the Office of Administrative Hearings - Municipal Boundary Adjustments annex the land described in Exhibit A to the City of Victoria and amend Resolution Number 76-47 to reflect the annexation of Marsh Lake Road into the City of Victoria.
2. That this joint resolution be submitted to the Office of Administrative Hearings - Municipal Boundary Adjustments for the purposes set forth herein.

Adopted this 22<sup>nd</sup> day of August, 2011 by the Victoria City Council.

Mary Hershberger Thun, Mayor \_\_\_\_\_ AYE \_\_\_\_\_

Jim Crowley \_\_\_\_\_ AYE \_\_\_\_\_

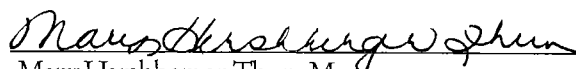
Tom O'Connor \_\_\_\_\_ AYE \_\_\_\_\_

Kim Roden \_\_\_\_\_ AYE \_\_\_\_\_

Tom Strigel \_\_\_\_\_ AYE \_\_\_\_\_

ATTEST:

  
Jennifer Kretsch, City Clerk

  
Mary Hershberger Thun, Mayor

CERTIFICATION

REC'D BY  
MBA

SEP 30 2011

The undersigned, being the duly qualified and acting Clerk of the City of Victoria, hereby certifies the foregoing Resolution No. 11-85 is a true and correct copy of a resolution presented to and adopted by the Council of the City of Victoria at a duly authorized meeting thereof held on the 22<sup>nd</sup> day of August 2011, as shown by the minutes of the aforesaid meeting in possession of the undersigned.

  
Jennifer Kretsch, City Clerk

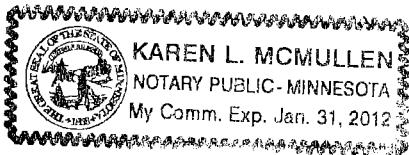
(Seal)

Approved by the Township of Laketown this 22nd day of August, 2011.

  
Charles Held, Board Chair

ATTEST:

  
Karen McMullen, Town Clerk



## **Description for Proposed Annexation**

That part of the recorded plat of PREMIER LAKESHORE ESTATES, that part of the South Half of Section 23, Township 116, Range 24, that part of the North Half of Section 26, Township 116, Range 24, and that part of the Northwest Quarter and the Southwest Quarters of Section 25, Township 116, Range 24 all in Carver County, Minnesota described as follows:

Beginning at the Northwest corner of the recorded plat of said PREMIER LAKESHORE ESTATES; thence Southerly along the West line of said PREMIER LAKESHORE ESTATES to the Northwest corner of said South Half of Section 23, Township 116, Range 24; thence Southerly along the West line of said South Half of Section 23 to its intersection with the centerline of County State Highway No. 43, said centerline is also described as being the most Easterly lines of Tracts A and C, Registered Land Survey No. 90; thence Southerly along said centerline to its intersection with the Southerly right of way line of Marsh Lake Road and its Westerly extension; thence Easterly and Southeasterly along said Southerly right of way line and its Easterly and Westerly extensions to the centerline of County State Aid Highway No. 11; thence Northerly along said centerline of County State Aid Highway No. 11 to its intersection with the South line of the recorded plat of LAKETOWN 4TH ADDITION and its Easterly extension across said County State Aid Highway No. 11; thence Westerly along said South line of LAKETOWN 4TH ADDITION to the Southwest corner of said LAKETOWN 4TH ADDITION; thence Northerly along the West line of said LAKETOWN 4TH ADDITION to the Northeast Corner of said North Half of Section 26, Township 116, Range 24, said corner also being on the South line of the recorded plat of LAKETOWN 1ST ADDITION; thence Westerly along the North line of said North Half of Section 26, Township 116, Range 24 also being the South line of Outlot P, said LAKETOWN 1ST ADDITION to the Southwest corner of said Outlot P, LAKETOWN 1ST ADDITION; thence Northerly along the Westerly lines of Outlots P and Q, said LAKETOWN 1ST ADDITION to the Southwest corner of Outlot R, said LAKETOWN 1ST ADDITION; thence northerly and westerly along the Westerly and Southerly lines of said Outlot R, LAKETOWN 1ST ADDITION to the South line of Outlot A, said LAKETOWN 1ST ADDITION; thence Westerly and Northerly along the Southerly and Westerly lines of said Outlot A to the Ordinary High Water line of Wassermann Lake; thence Westerly, Southwesterly, Southerly, Southwesterly, Westerly, Northwesterly, and Northerly along said Ordinary High Water line of Wassermann Lake to its intersection with the Northerly line of said PREMIER LAKESHORE ESTATES; thence Westerly along said Northerly line of said PREMIER LAKESHORE ESTATES to the point of beginning.



## MARSH LAKE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF VICTORIA, a Minnesota municipal corporation (the "City") and the TOWN OF LAKETOWN, a political subdivision under the laws of Minnesota (the "Town").

Recitals

A. The City and the Town have entered into that certain "Stipulation By Joint Resolution As To Orderly Annexation No 76-47", as amended by that certain "Joint Resolution Stipulating To The Amendment Of The Orderly Annexation Agreement No.76-47" (collectively, the "Annexation Agreement") providing for the phased annexation of land described therein from the Town by the City.

B. The City intends to implement annexation of certain land in the southern portion of the annexation area as permitted by the Annexation Agreement (the "Master Plan Area" as described in the Annexation Agreement) including an area containing the complete right of way of Marsh Lake Road as it is described in the Annexation Agreement (the "Road"), by a amendment to the Annexation Agreement by the City and the Town.

C. The Annexation Agreement currently provides for joint maintenance of the Road. Since the City is annexing additional land adjacent to or served by the Road and the entire right of way of the Road, the City and Town desire to enter into an agreement with respect to the future maintenance of the Road subsequent to the pending annexation.

Terms of Agreement

1. Commencement Date. This Agreement is binding on the parties as of the date the pending annexation is approved by the State of Minnesota. The pending annexation shall provide for the annexation by the City of the entire right of way of the Road from CSAH 43 to CSAH 11. The parties' future obligations with respect to maintenance of the Road will commence on the first day of the month next following the date of such approval (the "Commencement Date"). Thereafter, the City shall have control of all existing or proposed access points to the Road.

2. Town Road Maintenance. The Town agrees to perform all maintenance and repair of the unimproved (gravel) portions of the Road, all in accordance with the Town's policies and practices with respect to similar roads in the Town, including but not limited to: grading, snow plowing, the addition of class 5 gravel; dust control; mowing of right-of-way, tree removal, maintenance and repair of ditches and culverts; maintenance and replacement of signage (the "Town Road Maintenance").

3. Payment for Town Road Maintenance. Until termination as provided in paragraph 6 of this Agreement, the City agrees to annually pay the Town a sum of money equal to the Town's costs for labor and materials to defray the cost of the Town Road Maintenance (the "Maintenance Payment"). The Town shall bill the City for the Maintenance Payment annually in December.

4. City Road Maintenance. The City shall continue to maintain those sections of the Road currently constructed to City specifications as an urban road, and any sections of the Road constructed to City specifications as an urban road subsequent to the pending annexation, all in accordance with the City's policies and practices with respect to similar roads in the City, at its sole cost and expense.

5. Indemnity; Insurance. A. The Town agrees to indemnify and hold harmless the City, and the City's officers, employees or agents, from and against all claims, costs, expenses, damages or liabilities (including reasonable attorney's fees and costs) arising or resulting from the negligent or willful act or omission of the Town or the Town's officers, employees or agents relating to the Town's performance of its maintenance activities under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466, as amended.

B. The City agrees to indemnify and hold harmless the Town and the Town's officers, employees or agents, from and against all claims, costs, expenses, damages or liabilities (including reasonable attorney's fees and costs) arising or resulting from the negligent or willful act or omission of the City or the City's officers, employees or agents relating to the City's performance of its maintenance activities under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

C. The parties shall each carry appropriate policies of insurance for the purpose of providing insurance coverage for the respective duties under this Agreement.

6. Term; Modification. This Agreement shall remain in full force and effect until the Road is fully paved as an urban road by the City, or sooner terminated by a resolution of each party. This Agreement may be modified by the parties at any time.

7. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail or Registered Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at the address given below (or such other address which a party may designate for itself from time to time hereafter by written notice to the other party):

If to City:       City Administrator  
                      City of City of Victoria  
                      7951 Rose Street  
                      Victoria, MN 55386

If to Town:       Town Clerk  
                      Laketown Town Hall  
                      9530 Laketown Road  
                      Chaska, MN 55318

CITY OF VICTORIA

By Mary Hershberger Thun  
Mary Hershberger Thun  
Its Mayor

By Jennifer Kretsch  
Jennifer Kretsch  
Its City Clerk

TOWN OF LAKETOWN

By Charles Held  
Charles Held  
Its Town Board Chair

By Karen L McMullen  
Karen L McMullen  
Its Town Board Clerk

