

531-13
RESOLUTION

REC'D BY
MBA

NOV 04 2013

WHEREAS, on June 10, 2005, the Common Council of the City of Rochester and the Town of Haverhill executed a Joint Resolution for Orderly Annexation (a copy of which is attached and incorporated herein); and

WHEREAS, paragraph 3 (D) of the Joint Resolution allows land contained in the orderly annexation area to be annexed to the City whenever the City receives a petition for a Water Quality Protection Program ("WQPP") improvement project by a majority of the property owners within the 22nd Avenue N.E., area (Weih Subdivision), the WQPP improvements are completed, and the City waits three years after completion of the improvements, if the City adopts a resolution in compliance with paragraph 6 of the Joint Resolution; and,

WHEREAS, a majority of the property owners of a contiguous parcel of land located entirely within the Annexation Area petition have petitioned for a WQPP improvement project, the WQPP improvements have been completed, and the City has waited three years following completion of the improvements ("Petitioned Property"); and

WHEREAS, the legal description for the Petitioned Property is as follows:

Lots 1 thru 24, WEIH SUBDIVISION, according to the recorded plat thereof, Olmsted County, Minnesota, including 22nd Avenue N.E., Weih Street and the South 50.00 feet of C.S.A.H. No. 22 (now known as 48th Street NE/C.S.A.H. No. 124), as all were dedicated and shown in said plat of WEIH SUBDIVISION. Said area of annexation is more particularly described as follows:

A part of the North half of the Southwest Quarter of Section 18, Township 107 North, Range 13 West, described by metes and bounds as follows:

Commencing at the Northwest corner of the Southwest corner of said section; thence easterly along the North line of said quarter for a distance of 1151.5 feet for a place of beginning; thence continue along said north line for a distance of 500 feet; thence southerly parallel to the West line of said quarter section for a distance of 1313.47 feet; thence westerly at a deflection angel of 90 degrees 38 ½ minutes right for a distance of 500.0 feet; thence northerly parallel to the West line of said quarter for a distance of 1312.54 feet to the point of beginning; and

Said parcel contains 14.97 acres more or less; and

WHEREAS, as the Petitioned Property satisfies paragraph 3 (D) of the Joint Resolution, the City Council wishes to invoke the procedure described in paragraph 6 of the Joint Resolution and annex the Petitioned Property; and,

WHEREAS, the orderly annexation agreement allows for annexation by resolution and provides that the Minnesota Municipal Board may review and comment but shall, within 30 days or receipt of said resolution, order the annexation of the area described in the resolution; and,

NOV 04 2013

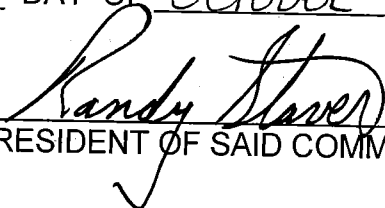
WHEREAS, the City's estimate of the population contained in the Petitioned Property is 40 and the number of households contained in the Petitioned Property is 16; and,

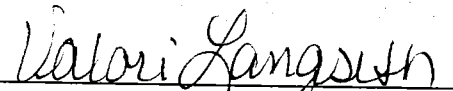
WHEREAS, the City's estimate of electrical service cost at the time of annexation is (a) .09201 per kilowatt-hour from January through May and October through December, and (b) .11134 per kilowatt-hour from June through September with a customer service charge of \$14.50.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester that the petitioned property described above is hereby annexed, added to and made a part of the City of Rochester, Minnesota, as if it had originally been a part thereof.

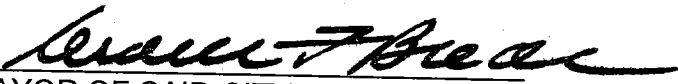
BE IT FURTHER RESOLVED that this resolution shall take effect and be in force from and after its filing of a certified copy hereof with the Minnesota Municipal Board, or its successor, the Town of Haverhill and the Olmsted County Auditor/Treasurer.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS 21st DAY OF October, 2013.


PRESIDENT OF SAID COMMON COUNCIL

ATTEST: 
DEPUTY CITY CLERK

APPROVED THIS 22nd DAY OF October, 2013.


MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER

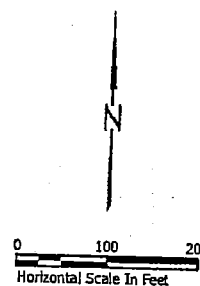
REC'D BY
MBA

NOV 04 2013

48TH STREET NE (COUNTY ROAD NO. 124) [C.S.A.H. NO. 22 (per plat)]	
WEIH 1	24
2	23
3	22
4	21
5	20
6	19
7	18
8	17
9	16
10	15
11	14
12	13
WEIH STREET	

PROPOSED ANNEXATION DESCRIPTION

Lots 1 thru 24, WEIH SUBDIVISION, according to the recorded plat thereof, Olmsted County, Minnesota, including 22nd Avenue N.E., Weih Street and the South 50.00 feet of C.S.A.H. No. 22 (now known as 48th Street NE/C.S.A.H. No.124), as all were dedicated and shown in said plat of WEIH SUBDIVISION. Said area of annexation is more particularly described as follows: A part of the North half of the Southwest Quarter of Section 18, Township 107 North, Range 13 West, described by metes and bounds as follows: Commencing at the Northwest corner of the Southwest Quarter of said section; thence easterly along the North line of said quarter for a distance of 1151.5 feet for a place of beginning; thence continue along said north line for a distance of 500 feet; thence southerly parallel to the West line of said quarter section for a distance of 1313.47 feet; thence westerly at a deflection angle of 90 degrees 38 1/2 minutes right for a distance of 500.0 feet; thence northerly parallel to the West line of said quarter for a distance of 1312.54 feet to the place of beginning.



NO FIELD WORK WAS COMPLETED FOR THIS DESCRIPTION & SKETCH

FILE NAME 193800475V801.dwg

PROJ. NO. 193800475

DRAWN

DJR

SURVEY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE:

DATE

MAY 23, 2013

LIC. NO.

43133



Stantec

St. Paul Office
2335 West Highway 36
St. Paul, MN 55113
Phone: 651-636-4600
Fax: 651-636-1311
www.stantec.com

Attachment: 20131011134050490 (1364 : Annexation 22nd Avenue NE)

Exhibit B – Map of Haverhill Orderly Annexation Area

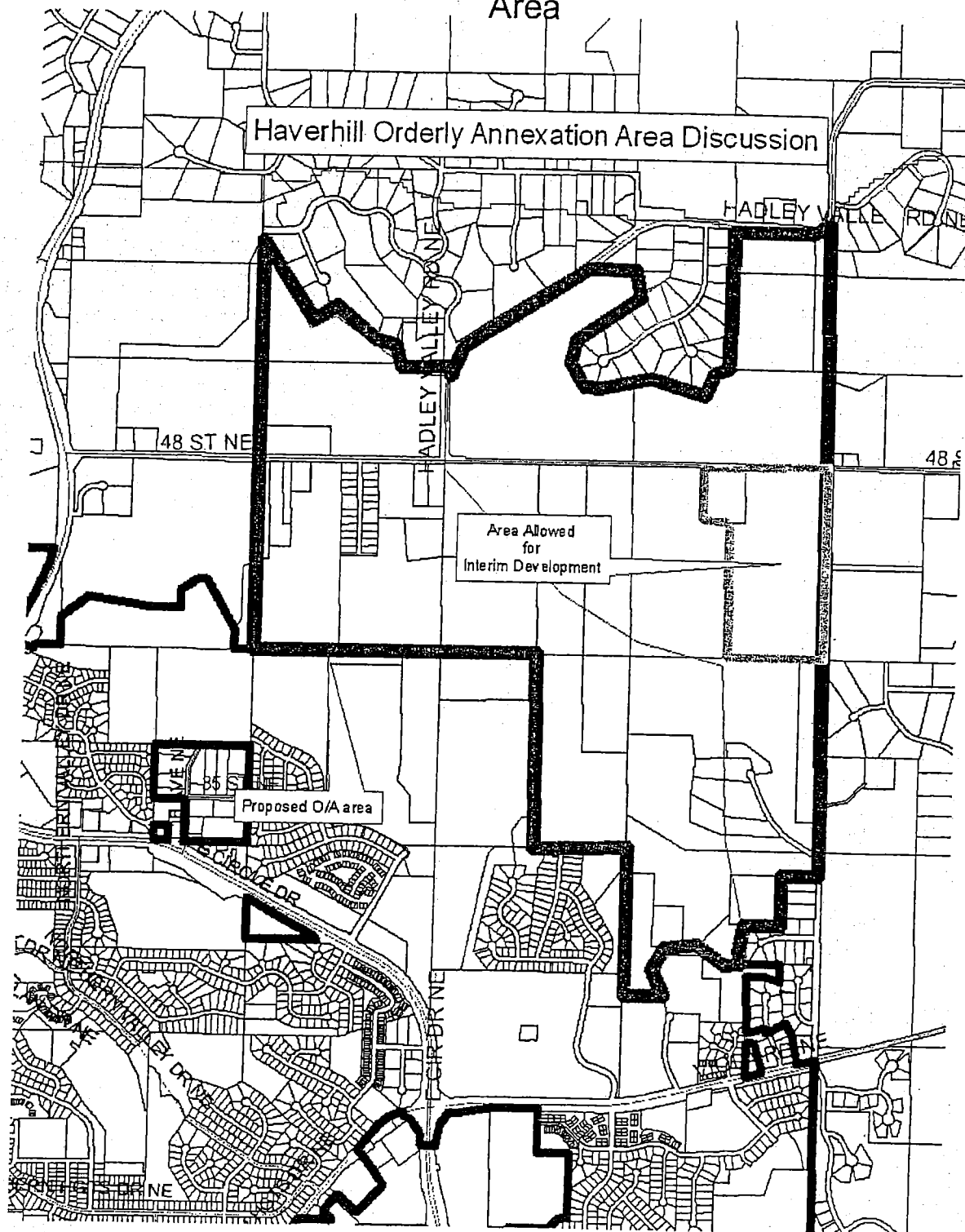
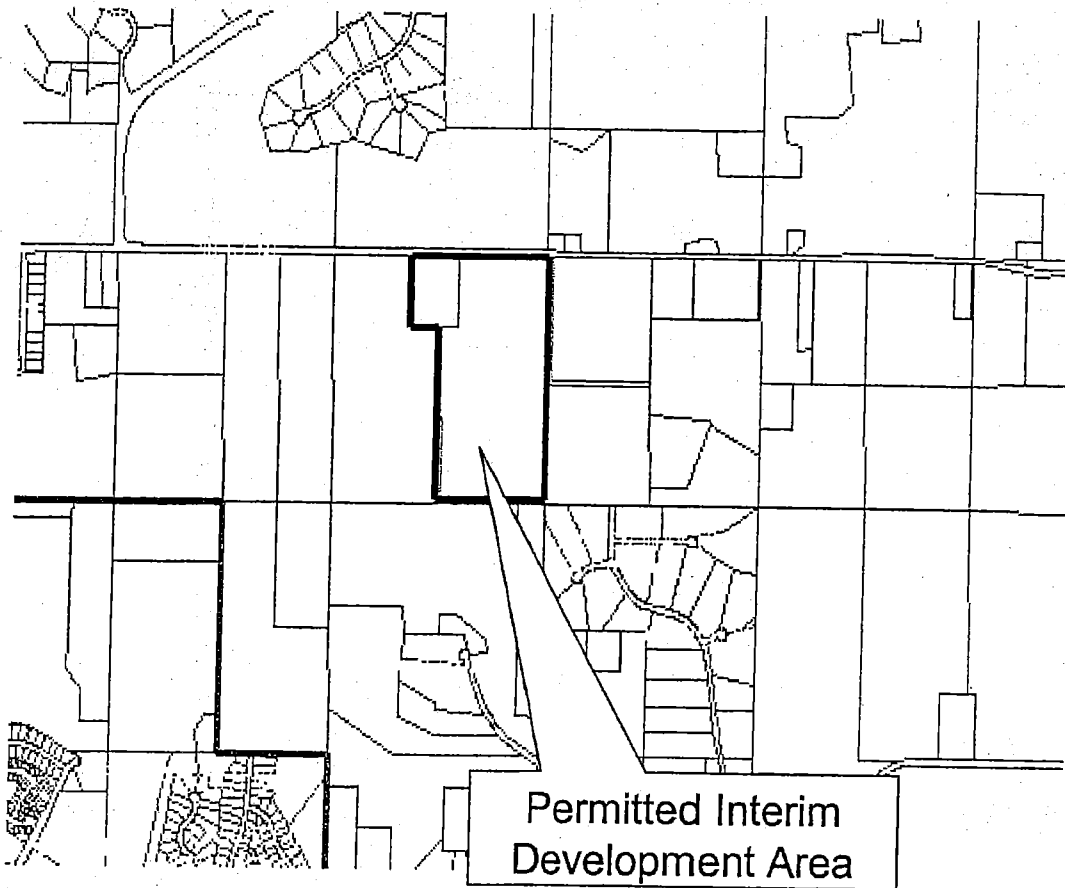


Exhibit C – Haverhill Orderly Annexation Agreement
Interim Development Area



BEFORE THE
MINNESOTA BOUNDARY ADJUSTMENTS OFFICE
OF THE DEPARTMENT OF ADMINISTRATION

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

JOINT RESOLUTION / ORDERLY ANNEXATION AGREEMENT

THIS ORDERLY ANNEXATION AGREEMENT is entered into this 10th of Time, 2005, by and between the CITY OF ROCHESTER, MINNESOTA (the "City") and HAVERHILL 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.

NOW, THEREFORE, BE IT RESOLVED by the City of Rochester and the Township that the parties enter into this Joint Resolution Orderly Annexation Agreement (hereinafter referred to as "Agreement") 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.

(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 ROCOG 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 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 to allow annexation by ordinance;

- (iv) the City receives an annexation petition from a landowner;
or
 - (v) the City owns the 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; and
 - (ii) 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.
- (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 residential development: (i) outside the City; (ii) after the date of this Agreement; and (iii) before the availability of city utilities (City sanitary sewer and municipal water services) only on those lands as delineated on Exhibit C to this Agreement.
- (D) If the City receives a petition for a WQPP improvement project by a majority of the property owners within the 22nd Avenue NE area (Weih Subdivision) pursuant to Section 21 of this Agreement, and the WQPP improvements are completed, the City agrees to wait to annex the 22nd Avenue NE area (Weih Subdivision) for a period of three years after the municipal sewer and water improvements have been completed.
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 of a petition to annex, 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 for review and comment.

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. 4, 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.

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 otherwise consider the resolution or 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 payments to the Township taxes on undeveloped land at its estimated market

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 and will be provided pursuant to either 9(A)i, 9(A)ii or 9(A)iii as applicable.

- i) For undeveloped lands that qualify for the Agricultural Property Tax under the provisions of Minnesota Statutes 273.111 (commonly referred to as the "Green Acres" tax law), the City will make ten yearly payments equal to the Township taxes on the agricultural market value at the time of annexation, regardless of whether the property is later developed. The annual payments shall commence in the year following the annexation.
 - ii) In addition, for undeveloped lands that qualify for the reimbursement of any deferred property taxes under the "Green Acres" provisions on any parcel of land within the OA area, the City agrees to provide reimbursement for the deferred taxes if the deferred taxes are for a year in which the land was within Haverhill Township. The reimbursement shall be provided to the Township for each year after the property is annexed, not to exceed three (3) years.
 - iii) For other undeveloped lands, the City will make four yearly payments equal to the Township taxes on the market value at the time of annexation. The annual payments shall commence in the year following the annexation.
- (B) For lands that have already been developed prior to the date of this agreement, the City will make declining payments annually over five years. The first year payment will be 90% of the township taxes on the annexed land in the year of annexation. The second year payment will be 70% of the township taxes on the annexed land in the year of annexation. The third year payment will be 50% of the township taxes on the annexed land in the year of annexation. The fourth year payment will be 30% of the township taxes on the annexed land in the year of annexation. The fifth year and final payment will be 10% of the township taxes on the annexed land in the year of annexation. Developed lands are defined as lands upon which a building structure exists on the County tax records prior to the date of execution of this agreement. An exception is that there will be no annual declining payments for Weih Subdivision if the City

installs the WQPP improvements and the City waits three years to annex this subdivision as provided for under Section 3(D) of this Agreement.

- (C) 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 reimbursement 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 for those lands within the Annexation Area as shown on the attached Exhibit C, 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 or equal that is approved by the City 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 County, 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 paragraph 3(C) of this agreement;
- (B) provision of water supply and sewage treatment in accordance with paragraph 11 of this Agreement;

- (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, create an escrow account for, or pay a fee to the City an amount 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 and consistent with requirements of City development policies and regulations were the property located in 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 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 Rochester 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 Rochester. 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 within 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 Rochester 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 MBA's order 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. The City will name the Township as an additional insured party in the owner contracts for the construction of public infrastructure in cases that development takes access from a Township road. The Township must crack-fill, seal-coat and overlay all paved Township roads in the Annexation Area 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 "D", 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, adjusted annually in accordance with the Construction Cost Index of the Engineering News Record. Exhibit "D" 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 Haverhill 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 Haverhill 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, adjusted annually in accordance with the Construction Cost Index of the Engineering News Record. Roadway segment shall be defined as that portion of a Haverhill 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 agrees to reserve Water Quality Protection Program (WQPP) funds in an amount not to exceed \$15,000 per developed lot and \$300,000 in aggregate, for the properties located along 22nd Avenue NE as identified on Exhibit E for a period of time no longer than two (2) years from the time of sewer and water mains being in place to serve the

properties; provided that a WQPP improvement project is petitioned for by a majority of the property owners within that time. The specific amount of WQPP funds to be provided to each property if a project proceeds will be determined solely by the City in accordance with the WQPP policy in effect at that time.

22. The City and Township agree that the City's zoning and subdivision authority do not apply within the Annexation Area until the time of annexation, with the exception of general development planning as a guide to the land subdivision process. However; the Township shall forward any zoning or subdivision applications to the City for review and comment prior to Township action on such application.

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

24. 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.

25. 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 on January 1, 2034, whichever occurs first.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. This resolution shall be effective immediately upon its adoption by the parties and its filing with the MBA. This Agreement shall terminate as provided in paragraph 25 of this Agreement, 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.

32. 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 Rochester, City Administrator's Office, 201 4th Street SE, Rochester, MN 55904; and to the Haverhill Township Clerk.

33. Properties located 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. Charges for property located outside of the corporate limits of the City of Rochester (Exhibits A and B) 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 Rochester at the time of development. Property within the corporate limits of the City of Rochester 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 Rochester at the time of development or as established in the assessment procedures.

34. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Department of Administration Municipal Boundary Adjustments Office and pay the required filing fee.

35. The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Department of Administration, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Department of Administration.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS 6th DAY OF JUNE, 2005.

Dennis L. Hanson

PRESIDENT OF ROCHESTER COMMON COUNCIL

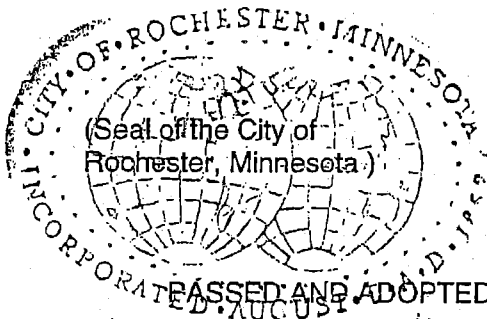
ATTEST:

Cindy Kay Sherr
CITY CLERK

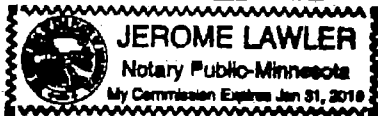
APPROVED THIS 7th DAY OF JUNE, 2005.

Charles F. Breda

MAYOR OF CITY OF ROCHESTER



PASSED AND ADOPTED BY Haverhill TOWNSHIP, OLMSTED COUNTY,
MINNESOTA, THIS 18th DAY OF May, 2005.



Tony Elst
CHAIRMAN OF TOWN BOARD

ATTEST:

Jerome Lawler
TOWN CLERK

REC'D BY
MBA

NOV 04 2013

This document prepared by:

Rochester City Attorney's Office
201 Fourth Street S.E., Room 247
Rochester, MN 55904

Zone2000order annex.Kalmar10

EXHIBIT A

Haverhill Township Orderly Annexation Agreement Legal Description

That part of Township 107 North, Range 13 West, described as follows:

Commencing at a point on the SW corner of the SW 1/4, Section 7, thence N 00°36'34" E a distance of 378.46 feet; thence S 31°25'34" E a distance of 1320 feet; thence N 56°23'11" E a distance of 380 feet; thence S 49°11'19" E a distance of 723.91 feet to the SW corner of Block 4, Hawthorn Hills Second Subdivision; thence S 72°47'28" E a distance of 269.25 feet; thence N 17°12'32" E a distance of 377.51 feet; thence S 89°15'30" E a distance of 197.75 feet; thence S 01°00'44" W a distance of 304.72 feet; thence N 63°31'01" E a distance of 129.15 feet; thence $\Delta=27^{\circ}13'22"$, $R=233.00$, $CHD.=109.67$; $CHD.BR.=N77^{\circ}07'42"$ E a distance of 110.71 feet; thence S 89°15'36" E a distance of 161.57 feet; thence 00°44'24" E a distance of 220.00 feet; thence S 89°17'11" E a distance of 66.00 feet (across Hawthorn Hill Road NE); thence S 00°44'24" W a distance of 103.72 feet; thence S 23°24'21" E a distance of 243.65 feet; thence N 59°16'55" E a distance of 1711.20 feet; thence N 58°26'57" E a distance of 210.68 feet; thence due east to the SE corner of Section 7; thence S 01°21'09" E a distance of 405.03 feet; thence S 53°32'21" W a distance of 550.80 feet; thence S 60°27'57" W a distance of 434.54 feet; thence S 17°11'21" W a distance of 320.00 feet; thence S 24°09'39" E a distance of 365.00 feet; thence S 89°09'39" E a distance of 430 feet; thence N 77°17'20" E a distance of 371.47 feet; thence N 77°17'20" E a distance of 238.53 feet; thence S 75°22'19" E a distance of 560.00 feet; thence S 75°22'19" E a distance of 215.00 feet; thence N 23°35'45" E a distance of 321.53 feet; thence N 80°16'34" E a distance of 208.80 feet; thence N 01°12'23" W a distance of 490.00 feet; thence N 01°12'23" W a distance of 845.51 feet to the NE corner of the NW 1/4, NW 1/4, Section 17; thence N 01°29'04" W along the East line of the SW 1/4, SW 1/4, Section 8 a distance of 662.47 feet; thence due east to the east line of the SW 1/4, Section 8; thence due south along said line to the SE corner of the SE 1/4, NW 1/4, Section 20; thence continuing south a distance of 330 feet; thence due west a distance of 562 feet; thence due south a distance of 660 feet to the plat boundary of Osjor Estates Subdivision; thence west along the north line of Osjor Estates Subdivision a distance of 499 feet; thence southwesterly along Lot 5, Osjor Estates Subdivision a distance of 257.6 feet; thence southeasterly along Lot 6, Osjor Estates Subdivision a distance of 130 feet; thence continuing southeasterly along Lot 6, Osjor Estates Subdivision a distance of 185 feet; to the north line of the Providence Addition; thence S 89°37'01" W a distance of 285.00 feet; thence N 54°42'29" W a distance of 433.46 feet; thence S 80°16'32" W a distance of 217.67 feet; thence west 272.87 feet; thence S 23°59'28" W a distance of 52.68 feet; thence S 29°58'01" W a distance of 191.68 feet; thence S 10°33'14" W a distance of 91.86 feet; thence S 08°39'49" E a distance of 95.94 feet; thence S 32°47'40" E a distance of 141.63 feet; thence S 24°25'10" E a distance of 100.50 feet; thence S 19°05'20" E a distance of 62.00 feet; thence west a distance of 546.51 feet to the east line of Emerald Hills Subdivision;

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thence N179°13'03" W a distance of 1699.74 feet; thence S 89°13'33" W a distance of 1336.79 feet; thence N 178°58'29" W a distance of 400 feet; thence continuing north along said East line of the SW 1/4, NE 1/4, Section 19 to the SE corner of the SW 1/4, SE 1/4, Section 18; thence west along the south line of Section 18 to the SW corner of the SW 1/4, SW 1/4, Section 18; thence north along the west line of Section 18 to the point of beginning.

Exhibit B – Map of Haverhill Orderly Annexation Area

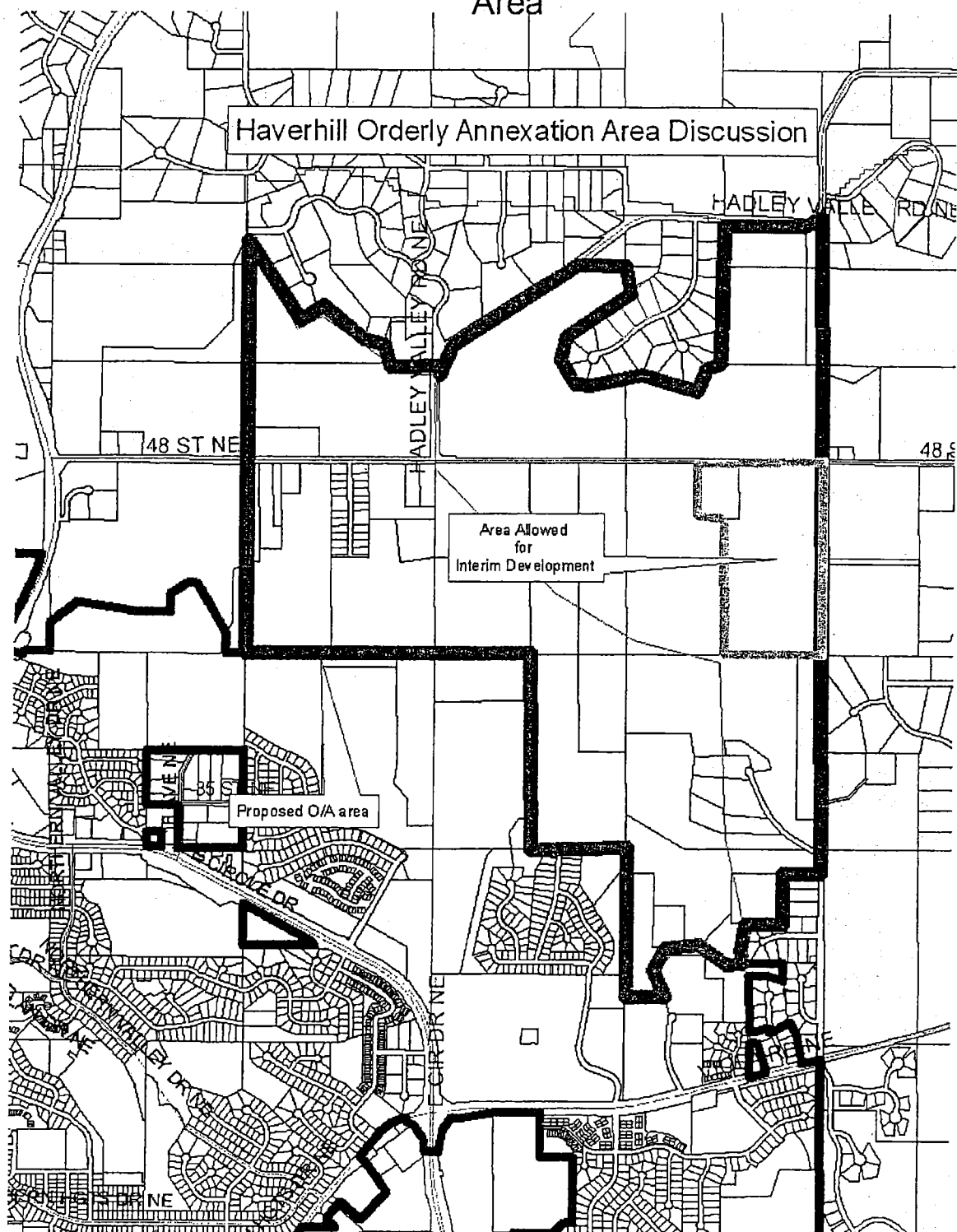


Exhibit C – Haverhill Orderly Annexation Agreement
Interim Development Area

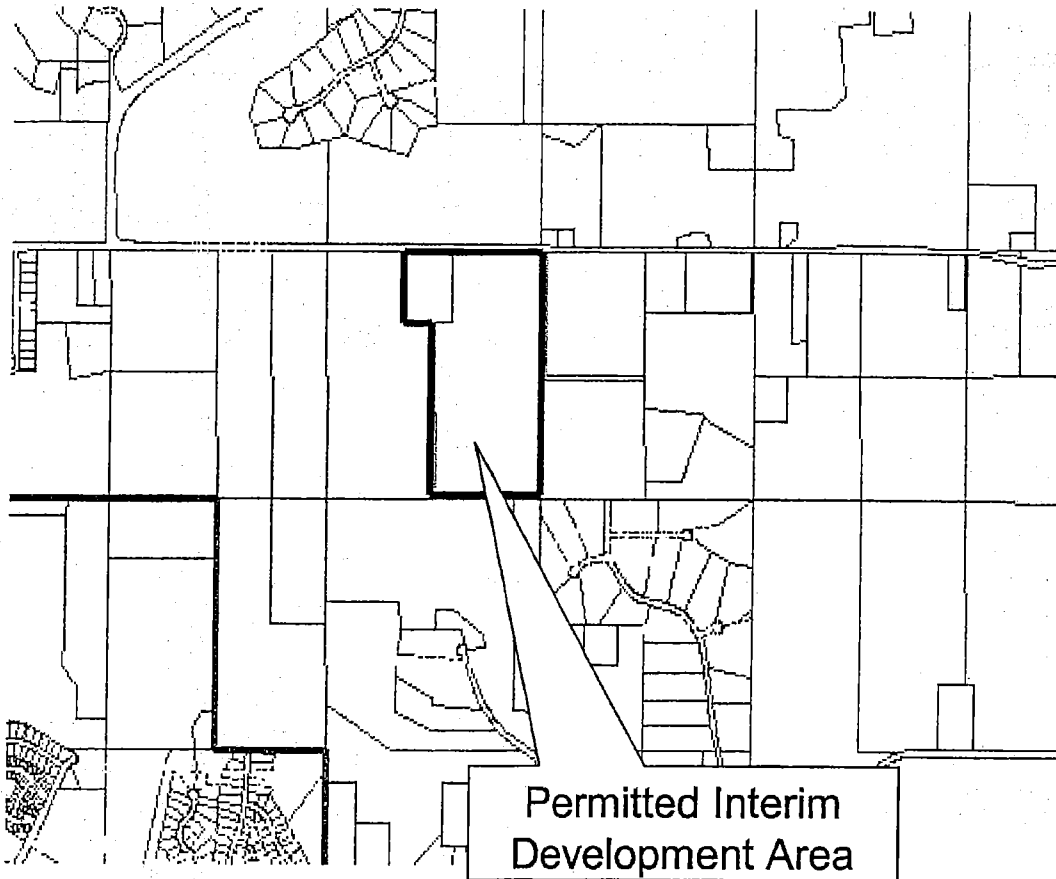
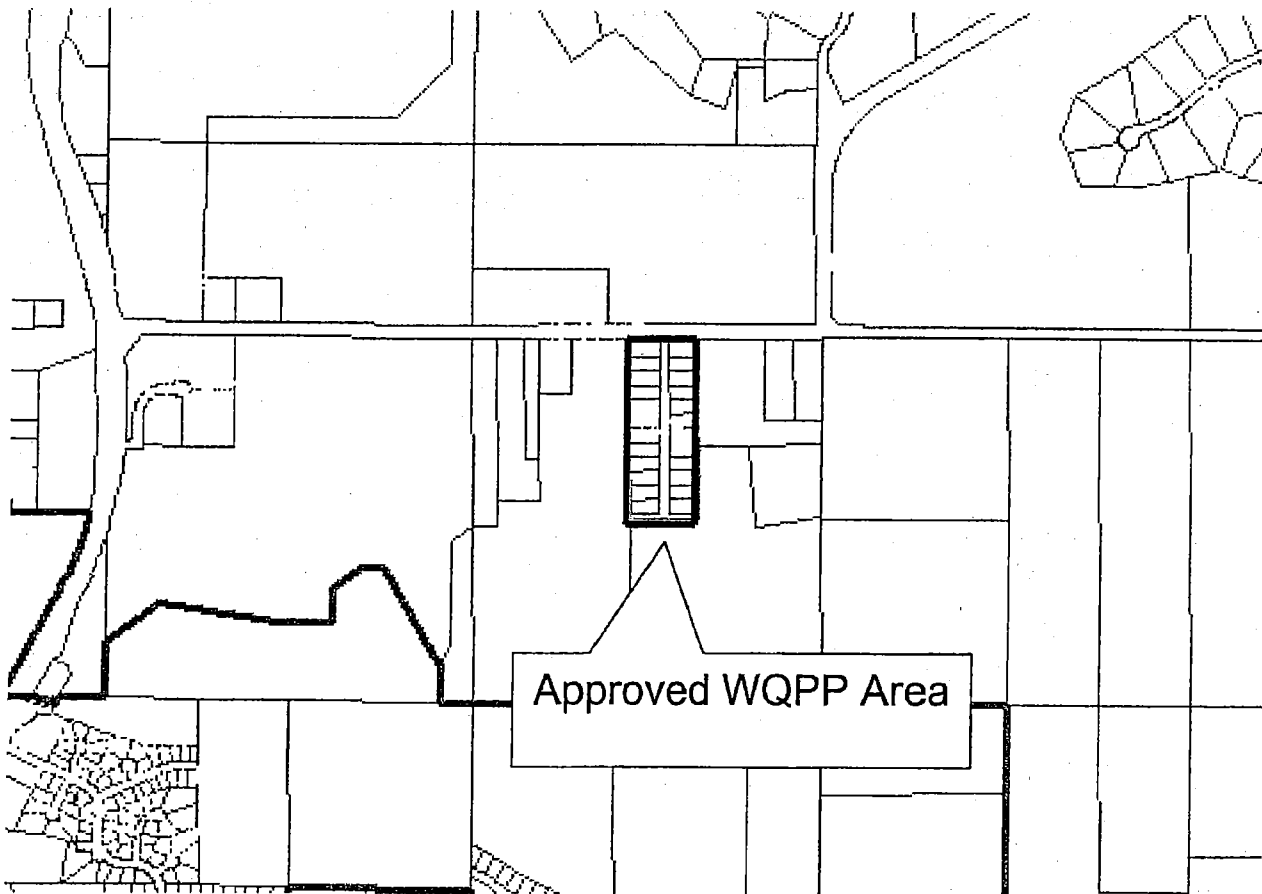


EXHIBIT 
Roadway Infrastructure Maintenance

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 1/4"	9 years	9 years	11.1 % per year
1 1/4" - 1 1/2"	12 years	12 years	8.3 % per year
1 1/2" - 1 3/4"	15 years	15 years	6.7 % per year
1 3/4" - 2"	18 years	18 years	5.5 % per year
Culvert Crossing Replacement (3-way / 4-way roadway ; intersections or Drainageway / Creek Crossings)	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.

Exhibit E – WQPP Area within Haverhill
Orderly Annexation Agreement area



216-05

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Rochester that the City execute an Orderly Annexation Agreement with Haverhill Township for properties in the Hadley Valley vicinity.

The Mayor and the City Clerk are authorized and directed to execute this agreement on behalf of the City.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF
ROCHESTER, MINNESOTA, THIS 10TH DAY OF JUNE, 2005.

Dennis L. Hanson
PRESIDENT OF SAID COMMON COUNCIL

ATTEST

Nancy Kay Olson
CITY CLERK

APPROVED THIS 10TH DAY OF JUNE, 2005.

Mark F. Biede
MAYOR OF SAID CITY

