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D-432 Alexandria

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
MUNICIPAL BOUNDARY ADJUSTMENTS UNIT

IN THE MATTER OF THE PETITION FOR THE DETACHMENT OF CERTAIN LAND FROM THE CITY OF ALEXANDRIA TO THE TOWNSHIP OF LaGRAND PURSUANT TO MINNESOTA STATUTES, SECTION 414.06)))))	JOINT RESOLUTION AND SETTLEMENT AGREEMENT
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JOINT RESOLUTION AND SETTLEMENT AGREEMENT
BY AND BETWEEN LaGRAND TOWNSHIP,
THE CITY OF ALEXANDRIA AND PETITIONERS,
FOR THE DISMISSAL OF A PETITION FOR THE
DETACHMENT OF CERTAIN LAND
IN SETTLEMENT OF OFFICE OF ADMINISTRATIVE HEARINGS/
MUNICIPAL BOUNDARY ADJUSTMENTS UNIT
FILE NO. D-432-ALEXANDRIA

WHEREAS, Gary Seth and Betty Seth (hereinafter, the "Petitioners") filed a petition dated January 25, 2006, (hereinafter, the "Petition") with the Office of Administrative Hearings / Municipal Boundary Adjustments (File No. D-432 - Alexandria) seeking the Detachment of certain land from the City of Alexandria (hereinafter, the "City") and to the Township of LaGrand (hereinafter, the "Township") pursuant to Minnesota Statutes, Section 414.06; and

WHEREAS, the Petitioners and the representatives of the City have met together for mediation, have been working toward settlement of their boundary dispute and have reached a settlement agreement believed to be in the mutual best interests of both parties; and

WHEREAS, the Township, by oral resolution dated March 16, 2006, proclaimed that it did not oppose the original annexation of the subject property into the City; and by oral resolution dated May 1, 2006, the Township proclaimed that it did not intend to participate in the mediation of the subject boundary dispute; and

WHEREAS, the City and the Petitioners agree that the subject property is not currently developed in an urban or suburban character, that the property is located within the City's comprehensive plan for eventual urban development, and that annexation of the subject property prior to the urban development thereof, and prior to the extension of municipal services therein is in the best interests of the City, the property and the owners thereof, and will promote the public health, safety, and welfare of the community; and

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WHEREAS, the Petitioner, the Township and the City desire to resolve their differences in a mutually acceptable manner without the need for a contested hearing.

NOW, THEREFORE, BE IT RESOLVED AND AGREED by the City of Alexandria, Douglas County, Minnesota, LaGrand Township, Douglas County, Minnesota, and Gary and Betty Seth, Douglas County, Minnesota, as follows;

1. Dismissal of Petition. The Petitioners hereby agree that, under the terms described in this instrument, their Petition for the detachment of certain lands from the City to the Township, dated January 25, 2006, under File No. D-432, shall be withdrawn, and upon approval hereof by the Minnesota Office of Administrative Hearings / Municipal Boundary Adjustments, shall be dismissed. w/ draw?
closed
w/out
prej
2. Designation of Petitioners' Property. The Petitioners' property is presently located partly within the City, and partly within the Township. This property has recently been re-surveyed, and shall hereafter be designated in two separate parcels designated as the "Homesite", consisting of 5.43 acres, and the "Bare Land", consisting of 23.32 acres, which are legally described as follows:

Parcel 1 (Homesite)

(see Attached Exhibit 'A')

Parcel 2 (Bare Land)

(see Attached Exhibit 'B')

- a. The Homesite property shall remain in the Township, except under or until the circumstances described herein. The property tax parcel identification number for the Homesite property is 27-0676-004, and the legal description of said tax parcel, as reflected in any records referring thereto, shall be amended to reflect the legal description provided above.
 - b. The Bare Land property shall remain annexed to the City. The property tax parcel identification number for the Bare Land property is 63-3355-000, and the legal description of said tax parcel, as reflected in any records referring thereto, shall be amended to reflect the legal description provided above.
3. Use of Homesite Property. The Homesite shall be used for a single-family, rural residence, and the use thereof shall be regulated under the controls and ordinances of the Township. The Homesite property shall not be further subdivided or platted, regardless of whether such action would be in compliance with controlling Township or County ordinances. Notwithstanding the foregoing, any part of the Homesite property may, with the approval of the City, be sub-divided or split from said property for the purpose of sale and attachment to an adjacent part of the Bare Land property, provided that said parcel to be attached shall then be annexed to the City. Such subdivision, attachment and

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annexation of a part of the Homesite property shall not require that the remaining part of the Homesite property must then be annexed, and such remaining part of the Homesite property may remain in the Township until the owner thereof petitions for annexation into the City.

4. Use of the Bare Land Property. The Bare Land property shall be annexed to the City, and shall be zoned R-1, single-family. However, until such property is sold, sub-divided or platted, any existing non-conforming uses on this property, including agricultural uses and the pasturing of animals, may continue. The Bare Land property shall be classified as "vacant agricultural" for property tax purposes until such property is subdivided or platted.
5. Orderly Annexation of Homesite. The City and Township agree that the Homesite property is designated as in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
 - a. Acreage of Homesite property. The Homesite contains approximately 5.43 acres.
 - b. Timing of orderly annexation of Homesite Property. The City and Township agree that the Homesite Property, or any part thereof, may only be annexed by the City upon the petition for such by the Petitioner, or their successors in title. After annexation of any part of the Homesite Property, said property must comply with City ordinances pertaining to water and sanitary sewer, and upon connection to City sewer and water service, shall pay all assessments, charges and costs for City services that apply to said property.
 - c. No Hearing Required. The City and Township agree that upon receipt of a request or petition for annexation by the Petitioner or their successors in title, the City may execute a resolution for annexation of the property and file the same with the Office of Administrative Hearings / Municipal Boundary Adjustments Unit, or its successor. Upon receipt of such a resolution from the City providing for annexation of said property and a copy of this Joint Resolution, the Office of Administrative Hearings / Municipal Boundary Adjustments Unit, or its successor, pursuant to Minnesota Statutes, Section 414.0325, may review and comment, but shall, within thirty (30) days of receipt of said resolution, order the annexation of said property in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the boundaries as described in the filed resolution is appropriate, that no consideration by the State of Minnesota is necessary, and that all terms and conditions for annexation of the property designated in the filed resolution are provided for in this Joint Resolution. *city resol*
 - d. The Township shall not object to an annexation of the Homesite Property or any portion thereof initiated by the City in accordance herewith. As of the effective date of this Joint Resolution, there is no election or referendum requirement in the law to accomplish an annexation. No such election or referendum shall be *affirm*

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required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

6. Connection to Municipal Services. If municipal sewer and/or water services are extended through or adjacent to the Petitioners' property (whether the Homesite or the Bare Land), Petitioners, or their successor's in title, shall not be compelled to connect to said services, and said property will not be assessed for a portion of the costs of such utilities until such services are delivered and connected to said property. Notwithstanding the foregoing, no proposed plat or subdivision of any such property will be approved unless it provides for connection to, and use of available municipal services.
7. Sale of Land. The Petitioners shall be permitted to sell any part or all of the Bare Land property to any third party, separate and detached from the Homesite property, and no such sale shall compel the Petitioners to sell the Homesite property, nor to require the annexation of any part of the Homesite property, unless a part thereof is included in the sale to the third party, and then only the included part thereof shall be annexed.
8. Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
9. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
10. Modification/Amendment. This Joint Resolution and Settlement Agreement shall not be modified, amended, or altered except upon the written joint resolution and agreement of the Petitioners, the City and the Township, duly executed and adopted by the parties and filed with the Office of Administrative Hearings / Municipal Boundary Adjustments Unit, or its successor.
11. Severability. In the event that any provision of this Joint Resolution and Settlement Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
12. Headings and Captions. Headings and captions are for convenience only and are not intended to alter any of the provisions of this Joint Resolution and Settlement Agreement.
13. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution and Settlement Agreement, including the present and all future exhibits and attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution and Settlement Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of

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the Petitioners, the City and the Township.

14. Disputes and Remedies. The Petitioners, the City and the Township agree as follows:

- a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution and Settlement Agreement shall arise, the Petitioners, the City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
- b. Mediation / Arbitration. When the parties to this Joint Resolution and Settlement Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution and Settlement Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to mediation or binding arbitration.
- c. Adjudication. When the parties to this Joint Resolution and Settlement Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution and Settlement Agreement or are unable to agree to submit their respective grievances to mediation or binding arbitration, 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 Joint Resolution and Settlement Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution and Settlement Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution and Settlement Agreement in accordance with its terms, and may, within the discretion of court, obtain reimbursement for its reasonable attorney's fees and costs associated with said action.

15. Notice. Any notices required under the provisions of this Joint Resolution and Settlement Agreement shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the Petitioner:
Gary & Betty Seth
399 E Lake Cowdry Rd NW
Alexandria, MN 56308

If to the City:
Michael J. Weber
City of Alexandria
704 Broadway
Alexandria, Md
56308

If to the Township:

NOW THEREFORE, having been duly advised of their legal rights and obligations related to these proceedings, the authorized representatives of the Parties to this Joint Resolution and Settlement Agreement have set their hand and seal on the dates indicated below.

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Date: 1/16/07Gary Seth
Gary Seth, PetitionerDate: 1/16/07Betty Seth
Betty Seth, PetitionerPassed, adopted and approved by the Township Board of Supervisors of LaGrand Township,
Douglas County, Minnesota this 2nd day of April, 2007

LaGrand Township

By: Richard Proenne
Chair

ATTEST:

Kelly A. Beecher
LaGrand Township Clerk~~Passed, adopted and approved by the City Council of the City of Alexandria, Douglas County,~~
Minnesota this 2nd day of February, 2006.

City of Alexandria

By: H. Dan Ness
H. DAN NESS, Mayor

ATTEST:

Jim Taddai
Jim Taddai, City Clerk

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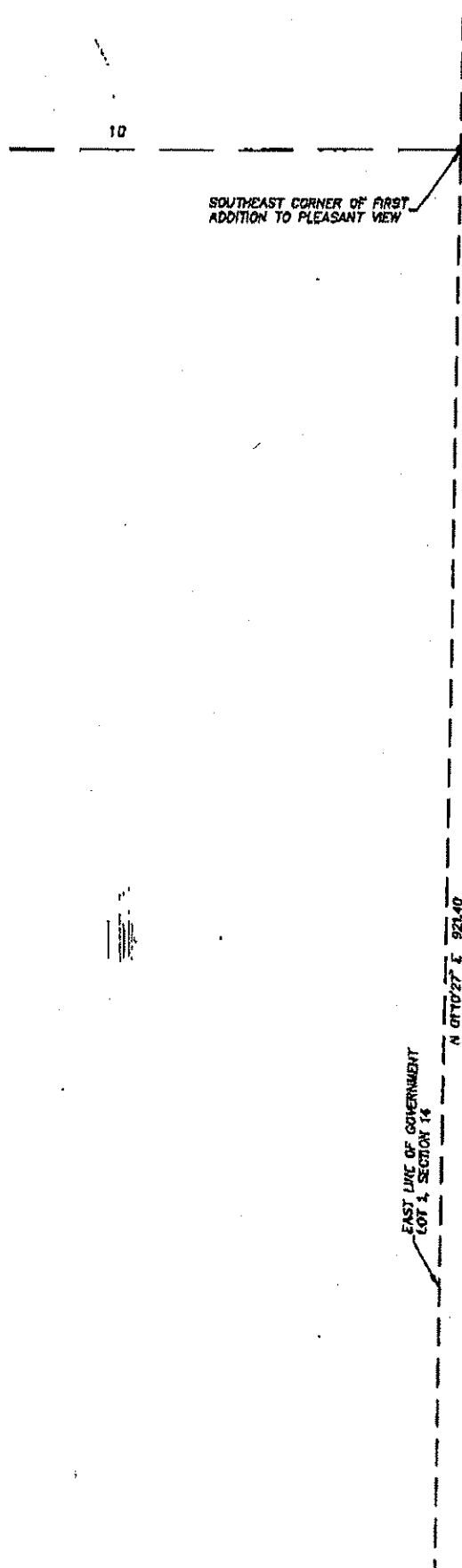


Exhibit A (Homesite)

PROPOSED LEGAL DESCRIPTION

That part of Government Lot 1, Section 14, Township 128, Range 38, Douglas County, Minnesota described as follows:

Commencing at the southeast corner of said Government Lot 1; thence on a assumed bearing of North 01 degree 10 minutes 27 seconds East along the East line of said Government Lot 1, a distance of 921.40 feet to the southeast corner of FIRST ADDITION TO PLEASANT VIEW, according to the recorded plat thereof, said Douglas County; thence South 89 degrees 50 minutes 25 seconds West along the South line of said FIRST ADDITION TO PLEASANT VIEW, a distance of 1481.10 feet to the southwest corner of said FIRST ADDITION TO PLEASANT VIEW; thence South 04 degrees 06 minutes 42 seconds East, a distance of 254.01 feet to the Point of Beginning of the land to be described; thence continue South 04 degrees 06 minutes 42 seconds East, a distance of 45.99 feet; thence South 22 degrees 41 minutes 38 seconds East, a distance of 263.32 feet to the northeast corner of a township road described in Book 102 of Deeds, Page 192; thence South 00 degrees 33 minutes 36 seconds West along the East line of said township road described in Book 102 of Deeds, Page 192, a distance of 99.00 feet to the North line of land described in Book 5 of Deeds, Page 152; thence South 89 degrees 29 minutes 27 seconds East along the North line of said land described in Book 5 of Deeds, Page 152, a distance of 99.00 feet to the northeast corner of said land described in said Book 5 of Deeds, Page 152; thence South 00 degrees 33 minutes 36 seconds West along the East line of said land described in Book 5 of Deeds, Page 152, a distance of 52.78 feet; thence South 89 degrees 26 minutes 24 seconds East, a distance of 412.02 feet; thence North 00 degrees 36 minutes 19 seconds East, a distance of 439.09 feet; thence North 89 degrees 24 minutes 22 seconds West, a distance of 619.07 feet to the Point of Beginning.

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Exhibit "B"

(Parcel Z - Bare Land)

That part of Gov. Lot 1, Section 14, Township 128 North, Range 38 West, of the 5th P.M. described as follows:

Beginning at the Southeast corner of said Gov. Lot 1; thence on an assumed bearing of North 01°10'27" East along the East line of said Government Lot 921.40 feet; thence South 89°50'25" West 1,481.10 feet; thence South 04°06'42" East 300.00 feet; then South 22°41'38" East 263.32 feet to the Northeast corner of an existing township road described in Book 102 of Deeds, Page 192; thence South 00°33'36" West 99.00 feet to the North line of that land described in Book 5 of Deeds, Page 152; thence South 89°29'27" East 99.00 feet to the northeast corner of that land described in said Page 152; Thence South 00°33'36" West 264.00 feet to the Southeast corner of that land described in said page 152; thence South 89°29'27" East 1243.71 feet to the point of beginning. Containing 28.75 acres more or less. EXCEPT that parcel described as follows:

Commencing at the southeast corner of said Government Lot 1; thence on a assumed bearing of North 01 degree 10 minutes 27 seconds East along the East line of said Government Lot 1, a distance of 921.40 feet to the southeast corner of FIRST ADDITION TO PLEASANT VIEW, according to the recorded plat thereof, said Douglas County; thence South 89 degrees 50 minutes 25 seconds West along the South line of said FIRST ADDITION TO PLEASANT VIEW, a distance of 1481.10 feet to the southwest corner of said FIRST ADDITION TO PLEASANT VIEW; thence South 04 degrees 06 minutes 42 seconds East, a distance of 254.01 feet to the Point of Beginning of the land to be described; thence continue South 04 degrees 06 minutes 42 seconds East, a distance of 45.99 feet; thence South 22 degrees 41 minutes 38 seconds East, a distance of 263.32 feet to the northeast corner of a township road described in Book 102 of Deeds, Page 192; thence South 00 degrees 33 minutes 36 seconds West along the East line of said township road described in Book 102 of Deeds, Page 192, a distance of 99.00 feet to the North line of land described in Book 5 of Deeds, Page 152; thence South 89 degrees 29 minutes 27 seconds East along the North line of said land described in Book 5 of Deeds, Page 152, a distance of 99.00 feet to the northeast corner of said land described in said Book 5 of Deeds, Page 152; thence South 00 degrees 33 minutes 36 seconds West along the East line of said land described in Book 5 of Deeds, Page 152, a distance of 52.78 feet; thence South 89 degrees 26 minutes 24 seconds East, a distance of 412.02 feet; thence North 00 degrees 36 minutes 19 seconds East, a distance of 439.09 feet; thence North 89 degrees 24 minutes 22 seconds West, a distance of 619.07 feet to the Point of Beginning.

EAST LINE OF GOVERNMENT
LOT 1, SECTION 14

N 01°10'27" E 921.40

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Page 1 of 1

Mike Weber

From: "Mike Weber" <mweber@rea-alp.com>
To: "Gary, Betty, & Jake Seth" <gbjseth@rea-alp.com>
Cc: "John Lervick" <jol@rea-alp.com>; "Jim Taddei" <jtaddei@rea-alp.com>; "Christine Scottillo" <Christine.Scottillo@state.mn.us>; "Dan Ness" <nesshd@wisper-wireless.com>; "Reed Heidelberger" <reedh@rea-alp.com>; "Drew Hultgren" <drew@nflclaw.com>
Sent: Friday, December 29, 2006 10:15 AM
Subject: Mediation Issues

Gary and Betty,

We have received your letter dated December 26, 2006 wherein you advise that you are waiving the requirement for receipt of property tax comparison and that you have scheduled Nyberg Surveying to complete the property survey. Please be advised of the following:



1. Under the terms of the mediation agreement settlement, the property described as the "homesite" will remain in LaGrand Township, and will thus be unaffected from a property tax standpoint by this settlement.
2. Prior to the July 2006 mediation session, our City Assessor's office had prepared for you an estimate, based upon the 2006 valuation of the property and the tax rates of the Township and City, that compared the property tax liability on the entire 28.75 acre parcel. That estimate showed the **total actual property tax** due for 2006 as \$1234.00 (including Douglas County, LaGrand Township, School District 206 and any other special taxing district). That same Assessor's estimate showed the **total property tax** for 2006 (if the property had been in the City) as \$1404.15 (including Douglas County, the City of Alexandria, School District 206 and any other special taxing districts). The estimated difference in total property tax, on the entire 28.75 acre parcel, would have been \$170.15. (This estimate does not include any special assessments which might be pending on the property and which would be unaffected by the settlement.)
3. The City will retain its own surveyor, who will contact you to schedule the actual survey. Please advise Nyberg Surveying of this change.

Thank you.

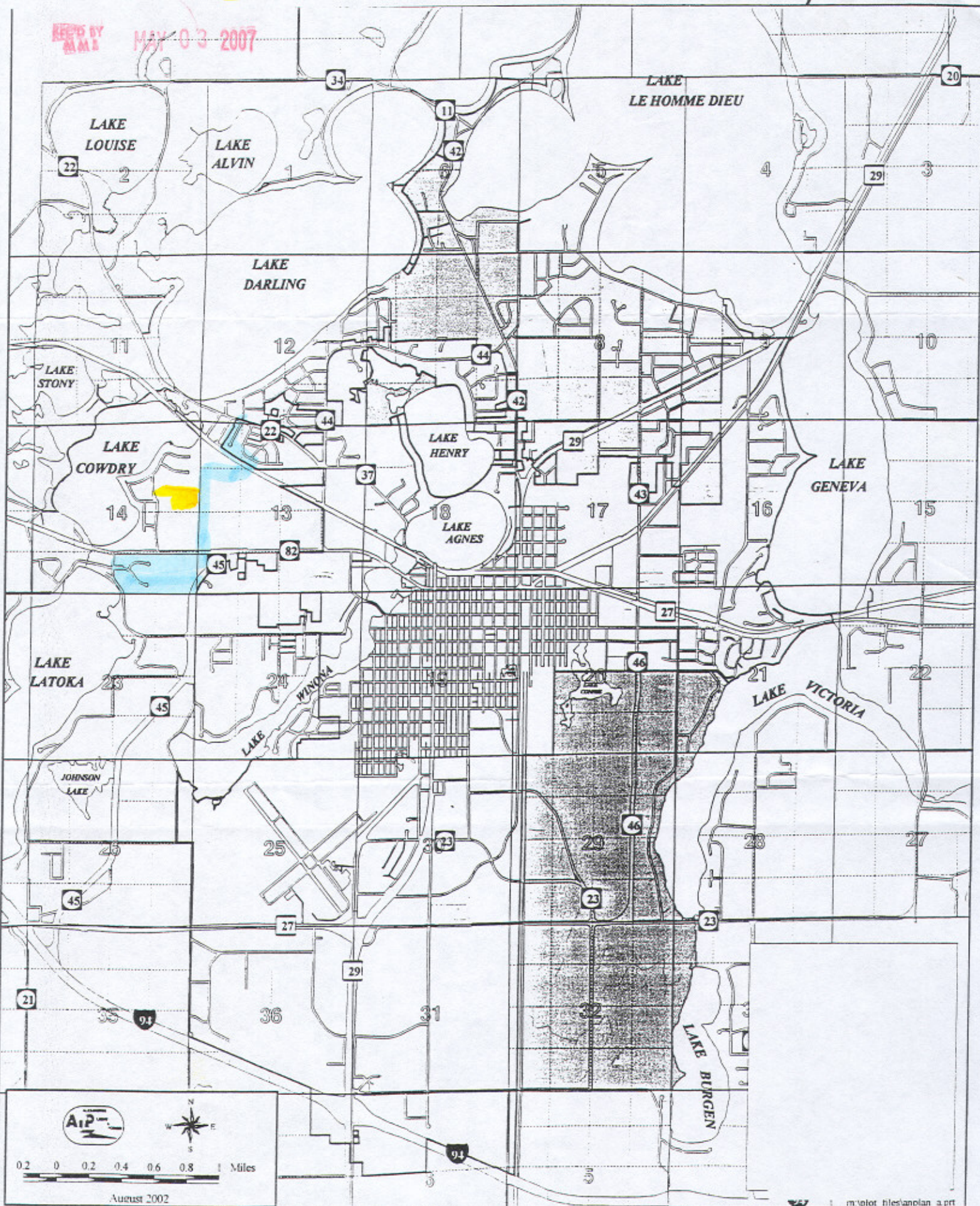
Michael J. Weber
Alexandria City Planner

12/29/2006

0A-1326 (56th)

 = Area of Annotation  = City Limits

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0.2 0 0.2 0.4 0.6 0.8 1 Miles

August 2002

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