

REC'D BY  
MMD APR 11 2007

**JOINT RESOLUTION ESTABLISHING AN  
ORDERLY ANNEXATION AGREEMENT BETWEEN  
THE CITY OF KENYON AND KENYON TOWNSHIP**

**CITY OF KENYON RESOLUTION NO. 2006-28  
KENYON TOWNSHIP RESOLUTION NO. 2006-03**

**WHEREAS**, the City of Kenyon ("City") and the Township of Kenyon ("Town"), both located entirely within Goodhue County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

**WHEREAS**, the respective governing bodies of the City and Town have expressed their desire to encourage future development of property near the City so as to promote the development of municipal services and urban growth as much as is practical, while encouraging the retention of property in agricultural use and increasing the longevity of existing rural residential lifestyles;

**WHEREAS**, this joint resolution creating an orderly annexation agreement ("Agreement") is beneficial to both parties to promote orderly planning, provide for the orderly annexation of property as it is about to become urban or suburban in character, promote the orderly transition of government as the property is annexed, and establish the conditions under which such annexations shall take place; and

**WHEREAS**, the City and Town, by this Agreement, jointly designate the property described herein, which is located entirely within the Town, as an orderly annexation area and hereby establish the exclusive methods for annexation to occur within the designated area.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual terms and conditions that follow the City and Town hereby enter into this Agreement to provide for the orderly annexation of property within the designated orderly annexation area into the City upon the following terms and conditions:

1. Designated Area. The unincorporated property designated for orderly annexation by this Agreement, and subject to its terms and conditions, is legally described in Exhibit A attached hereto, and is further described as that area set forth in the map attached hereto as Exhibit B ("Designated Area").
2. Notice of Designation and Meeting. As required by Minnesota statutes section 414.0325, subdivision 1b, on November 14, 2006, at 6:00 p.m., at least 10 days prior to adopting this Agreement, the City and Town held a joint public informational meeting, which was co-chaired by the City's mayor and the Town's chairperson, about including the property described herein in an orderly annexation area. The City provided the required published notice of the meeting and retained proof of its publication.

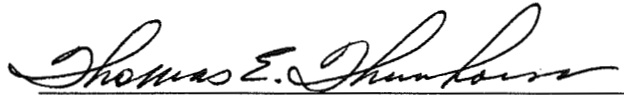
3. Municipal Boundary Adjustments Unit. Upon approval by the respective governing bodies of the City and Town, this Agreement shall confer jurisdiction upon the director of strategic and long-range planning within the Department of Administration, or any successor state official, office, or department, (hereinafter collectively the "Director") to accomplish annexation within the Designated Area in accordance with the terms of this Agreement.
4. Review and Comment by the Director. The City and Town mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Director is necessary for annexations to occur within the Designated Area in accordance with this Agreement. Additionally, no alteration of the boundaries by the Director is appropriate. The Director may review and comment, but shall, within 30 days, order the annexations as requested by the City's resolution in accordance with the terms of this Agreement.
5. Binding Contract. This Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Designated Area.
6. Effective Date/Applicability. This Agreement is effective as of the date of adoption by whichever party was the last to act on this resolution. Any annexations occurring as provided in this Agreement shall be effective upon the issuance of the order by the Director. This Agreement is only meant to apply to the Designated Area and not to any other property or area within the Town.
7. Reasons for the Annexation. The reasons for establishing the Designated Area and providing for its orderly annexation according to predetermined procedures include the City and Town's collective determination that: the property within the Designated Area is now, or will become, urban or suburban in character; the City is better able to provide the types and level of services desired within the Designated Area as the property develops; the type of the development proposed or anticipated within the Designated Area is more consistent with development within the City; and that the annexation would be in the best interests of the property owners, the City, and the Town.
8. Property Taxes and Reimbursements. All property taxes collected from the Designated Area in the year of annexation shall be paid to the Town. In the year following annexation, and thereafter, the City shall retain the taxes levied on the property within the Designated Area, but shall reimburse Town for all special assessments assigned to the property by the Town and any portion of debt incurred by the Town that is attributable to the property. Additionally, to alleviate the financial impact on the Town for the loss of tax revenue due to the annexation, the City shall make a reimbursement payment to the Town. The payment shall be based upon the amount of property taxes payable to the Town in the year of annexation ("Town Taxes") and shall be in the amount of 200% of the Town Taxes (the "Reimbursement Payment"), with the total amount of such Reimbursement Payment being equal to \$196.72. The City shall make its Reimbursement Payment to the Town by September 1, 2007. The City shall make any other payments required by this paragraph no. 8 (e.g., special assessments assigned to the




property by the Town or any portion of debt incurred by the Town that is attributable to the property) to the Town by September 1 each year unless the City chooses to pay all or the remaining amount of the total payments in advance of the due date.

9. Zoning. Planning and zoning within the Designated Area shall be regulated by the City as of the effective date of the ordinance adopted by the City pursuant to Minnesota statutes section 462.357, subdivision 1 and 462.358, subdivision 1 extending its zoning and subdivision regulations into the Designated Area. Goodhue County and the Town agree to exclude the Designated Area from their zoning and subdivision regulations as of the effective date of the City's ordinance extending its zoning and subdivision regulations.
10. Roads and Easements. Responsibility for maintaining town roads abutting or encompassed by the property annexed within the Designated Area shall be determined in accordance with Minnesota statutes sections 414.038. Any easements, or portions thereof, held by the Town for the benefit of the public within the Designated Area shall be deemed to have been transferred to the City upon annexation of the property containing the easement unless the Town, before the effective date of the annexation, records notice in the county recorder's office of its intent to preserve its interest.
11. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Agreement into effect.
12. Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including Exhibit A and Exhibit B which are attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the parties and supersedes all prior agreements and negotiations between the parties regarding annexation of property within the Designated Area.
13. Modifications. This Agreement may only be modified in writing by a joint resolution approved by both the City and Town.
14. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
15. Severability. The provisions of this Agreement are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, unenforceable, or otherwise void, the remaining provisions will remain in full force and effect.
16. Headings. Headings are included solely for the purpose of reference and shall not be interpreted as a substantive provision of this Agreement.

Approved this 12<sup>th</sup> day of December, 2006, by the City of Kenyon.

  
\_\_\_\_\_  
Mayor

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

Approved this 12 day of December, 2006, by Kenyon Township.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

**EXHIBIT A  
JOINT RESOLUTION FOR  
ORDERLY ANNEXATION**

REC'D BY  
MMB

APR 11 2007

**LEGAL DESCRIPTION**

All the part of the East Half of the Northeast Quarter of Section 8, Township 109N, Range 18W, Goodhue County, Minnesota, which lies south of the centerline of the abandoned railroad right of way of Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

and

**PROPOSED ROADWAY EASEMENT DESCRIPTION:**

An easement for roadway purposes over and across the south 66.00 feet of the east 860.00 feet of the Southeast Quarter of the Northeast Quarter of Section 8, Township 109, Range 18, Goodhue County, Minnesota. Together with a 66.00 foot easement for roadway purposes over and across part of the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 9, Township 109, Range 18, Goodhue County, Minnesota, the most southerly line of which is described as follows: Beginning at the southwest corner of said West Half of the Northwest Quarter; thence North 89 degrees 35 minutes 59 seconds East (assumed bearing) along the south line of said West Half of the Northwest Quarter 734.06 feet; thence easterly 188.03 feet along a tangential curve concave to the south having a central angle of 17 degrees 56 minutes 25 seconds and a radius of 600.51 feet; thence South 72 degrees 27 minutes 37 seconds East 320.60 feet to Right of Way Corner B7, per Goodhue County Right of Way Plat Number 139, according to the recorded plat thereof, said southerly line there terminating. The north line of said 66.00 foot roadway easement shall be lengthened or shortened to terminate on the west line of said West Half of the Northwest Quarter and on the westerly line of said Goodhue County Right of Way Plat Number 139.

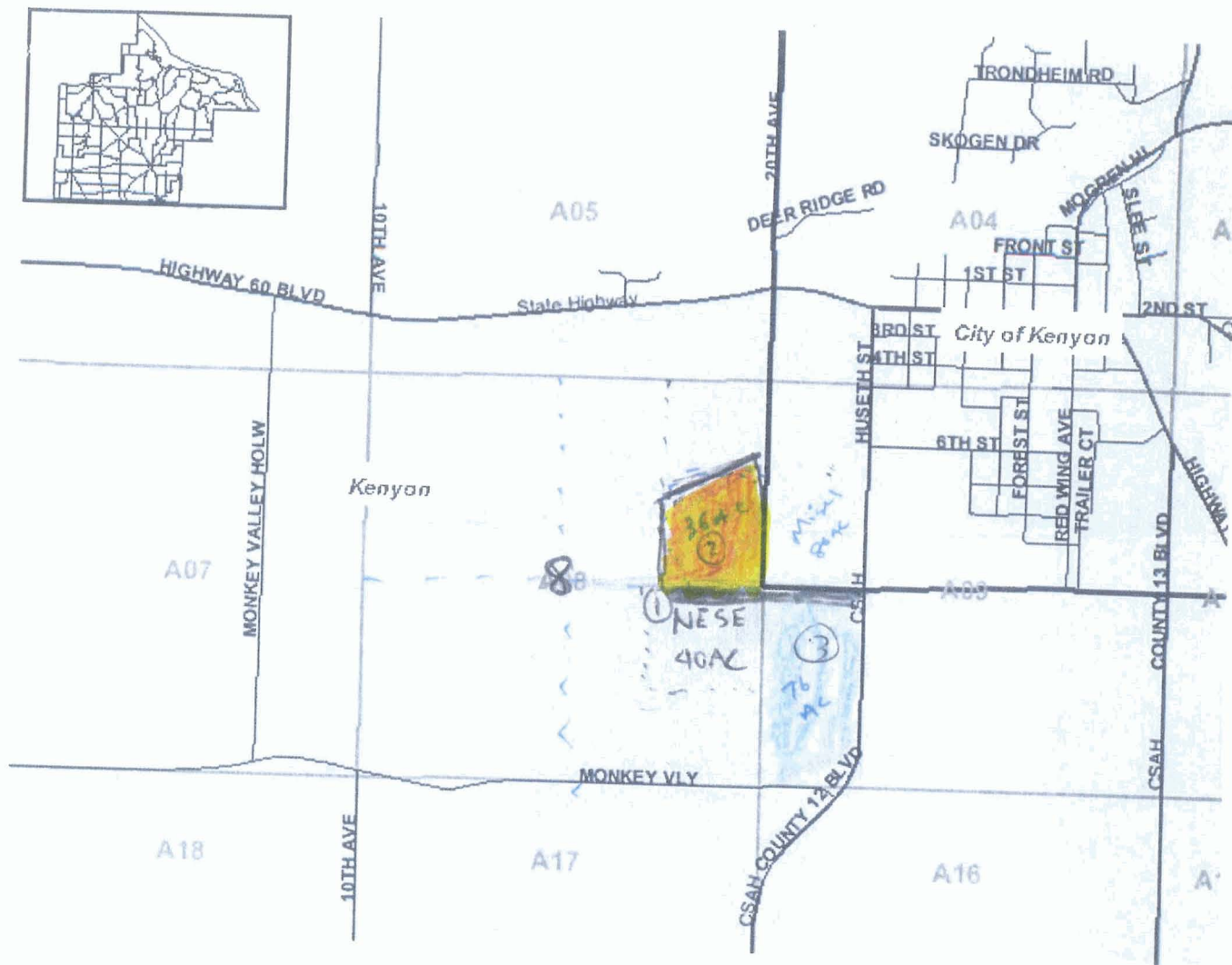
The above described roadway in the West Half of the Southwest Quarter of said Section 9 contains 0.47 acres, more or less.

**EXHIBIT B**  
**JOINT RESOLUTION FOR**  
**ORDERLY ANNEXATION**

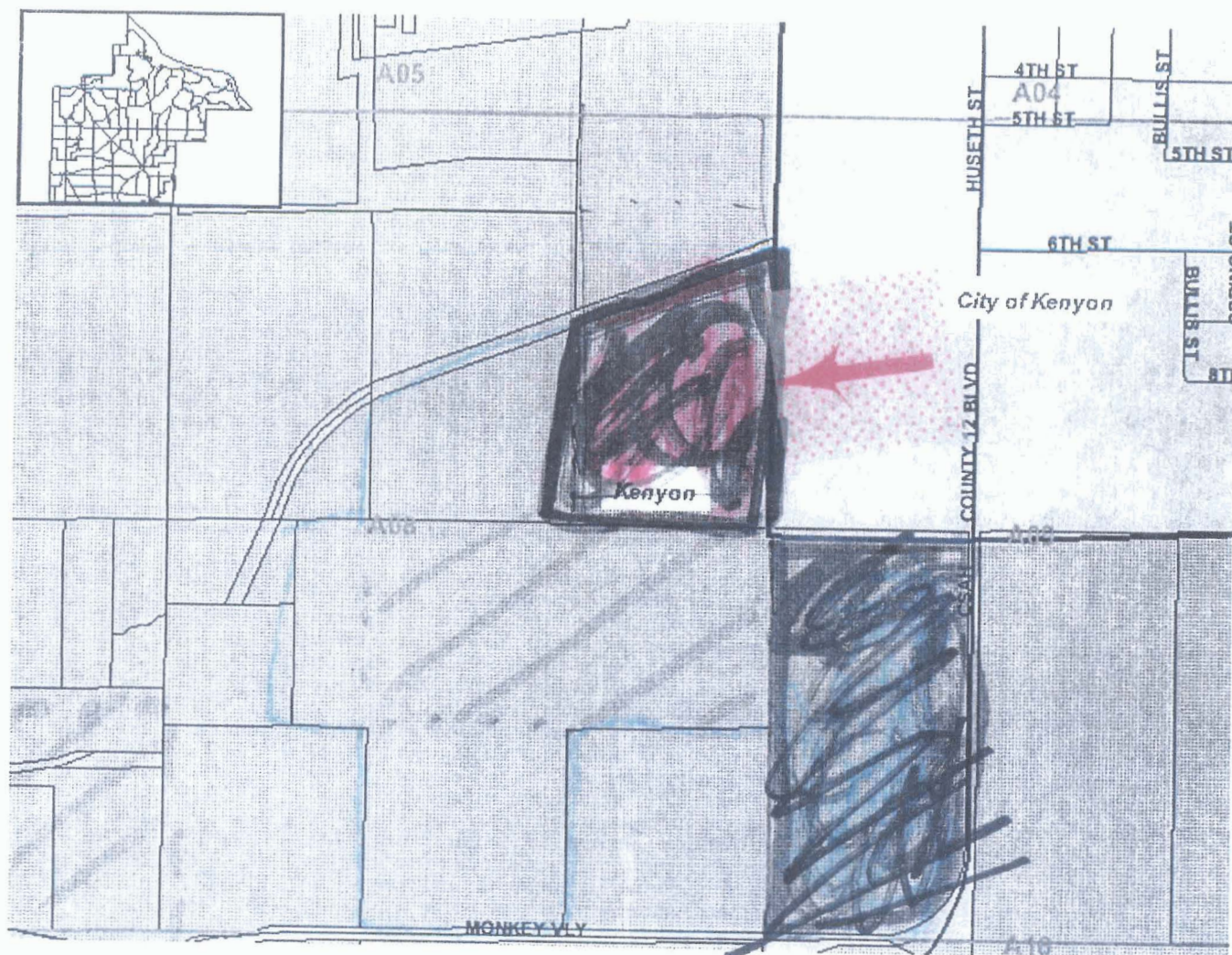
REC'D BY  
MMB

APR 11 2007

**MAP**

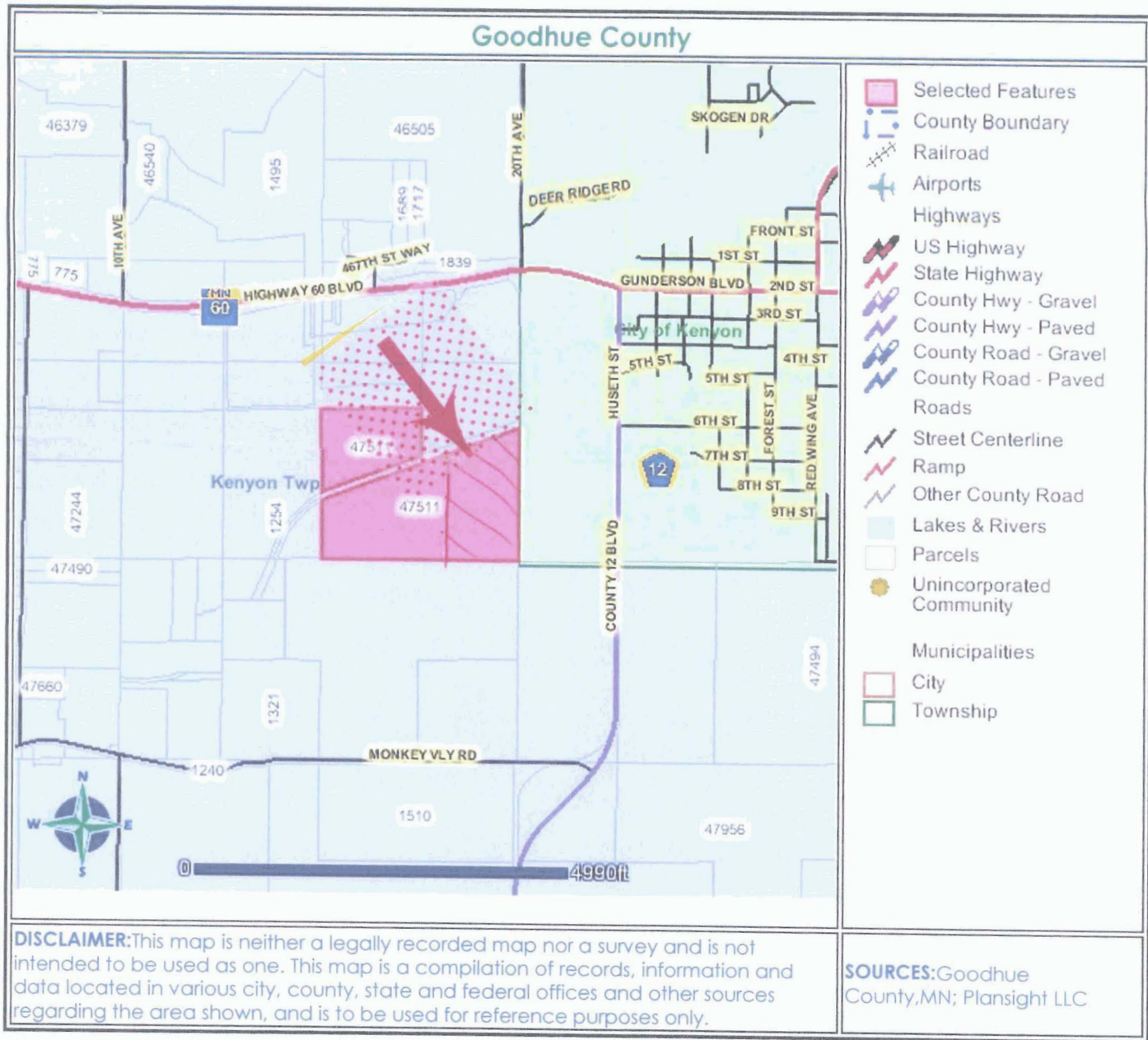




REC'D BY  
MMB

APR 18 2007





REC'D BY  
MMB APR 18 2007

Certificate for:  
Colin Garvey  
22098 Canton Court  
Farmington, MN 55024



LAND SURVEYING

Bk: 22/20  
D06113

David G. Rapp  
Registered Land Surveyor

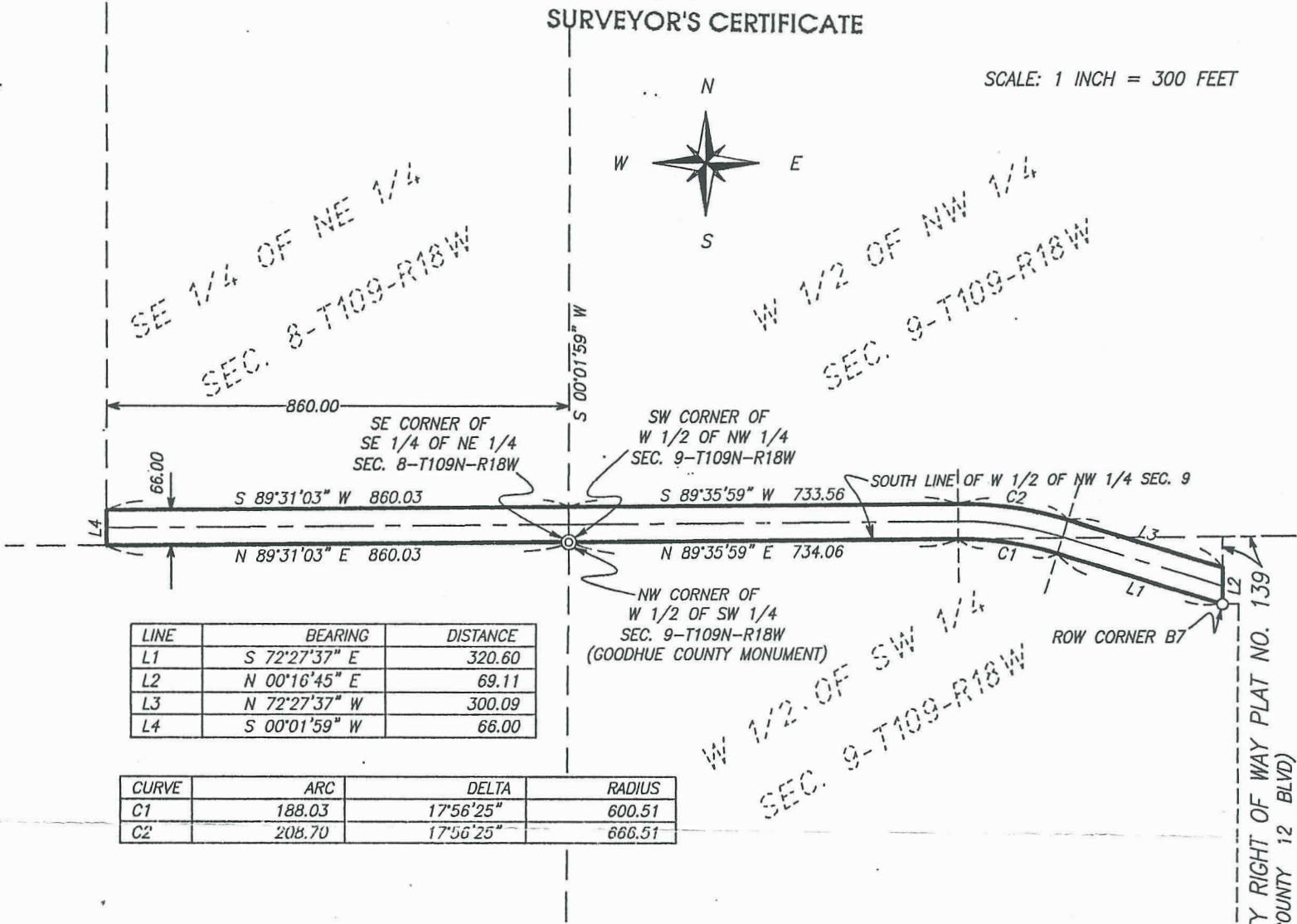
REC'D BY  
MME

APR 11 2007

45967 Hwy. 56 Blvd. Kenyon, MN 55946 507-789-5366

SURVEYOR'S CERTIFICATE

SCALE: 1 INCH = 300 FEET



PROPOSED ROADWAY EASEMENT DESCRIPTION:

An easement for roadway purposes over and across the south 66.00 feet of the east 860.00 feet of the Southeast Quarter of the Northeast Quarter of Section 8, Township 109, Range 18, Goodhue County, Minnesota. Together with a 66.00 foot easement for roadway purposes over and across part of the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 9, Township 109, Range 18, Goodhue County, Minnesota, the most southerly line of which is described as follows: Beginning at the southwest corner of said West Half of the Northwest Quarter; thence North 89 degrees 35 minutes 59 seconds East (assumed bearing) along the south line of said West Half of the Northwest Quarter 734.06 feet; thence easterly 188.03 feet along a tangential curve concave to the south having a central angle of 17 degrees 56 minutes 25 seconds and a radius of 600.51 feet; thence South 72 degrees 27 minutes 37 seconds East 320.60 feet to Right of Way Corner B7, per Goodhue County Right of Way Plat Number 139, according to the recorded plat thereof, said southerly line there terminating. The north line of said 66.00 foot roadway easement shall be lengthened or shortened to terminate on the west line of said West Half of the Northwest Quarter and on the westerly line of said Goodhue County Right of Way Plat Number 139.

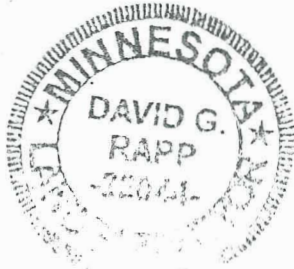
The above described roadway in the Southeast Quarter of the Northeast Quarter of said Section 8 contains 1.30 acres, more or less.

The above described roadway in the West Half of the Northwest Quarter of said Section 9 contains 1.41 acres, more or less.

The above described roadway in the West Half of the Southwest Quarter of said Section 9 contains 0.47 acres, more or less.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Dated September 11, 2006



David G. Rapp  
Minnesota Registration No. 22044