

**JOINT ANNEXATION AGREEMENT AND  
RESOLUTION FOR ANNEXATION BETWEEN**

**WELLS TOWNSHIP AND THE CITY OF FARIBAULT**

**TOWN OF WELLS RESOLUTION NO. 2006-20  
CITY OF FARIBAULT RESOLUTION NO. 2006-253**

**WHEREAS**, the City of Faribault (hereinafter referred to as the "City") and the Township of Wells (hereinafter referred to as the "Township"), both located entirely within Rice County, in the State of Minnesota, desire to accommodate growth in the most orderly fashion, and have agreed that there is a clear need for a cooperative future planning effort for the land governed by the two jurisdictions; and

**WHEREAS**, the Township Board and City Council have expressed their desire to encourage future development of land 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 land in agricultural use and increasing the longevity of existing rural residential lifestyles; and

**WHEREAS**, a joint annexation agreement is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place; and

**WHEREAS**, property owners within the Township have requested the annexation of the property owners' land into the City; and

**WHEREAS**, the City and Township jointly request the annexation of the land described herein into the City.

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the mutual terms and conditions that follow that the City and Township enter into this Joint Annexation Agreement and Resolution for Annexation (hereinafter referred to as the "Joint Resolution", "Joint Resolution and Agreement" or "Agreement") and that the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

***Section I - Administration***

1. **Minnesota Municipal Board Jurisdiction.** Upon approval by the Township Board and the City Council, this Joint Resolution shall confer jurisdiction upon the Minnesota Department of Administration, Office of Strategic and Long-Range Planning, Municipal Boundary Adjustments (hereinafter referred to as the "Municipal Boundary Adjustments") so as to accomplish said annexation in accordance with the terms of this Joint Resolution. This function is currently the responsibility of Municipal Boundary Adjustments. If upon dissolution of Municipal Boundary Adjustments, jurisdiction shall be conferred upon the board or entity so designated by State Statute.

2. Review and Comment by the Municipal Boundary Adjustments. The Township and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation and that no consideration by Municipal Boundary Adjustments is necessary for individual annexations which occur in accordance with this agreement. Municipal Boundary Adjustments may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.
3. Authorization. The applicable legislative bodies of the Township and City, as well as Municipal Boundary Adjustments, are hereby authorized to carry the terms of this Joint Resolution into effect.
4. Severability and Repealer. A determination that a provision of this Joint Resolution is unlawful or enforceable shall not effect the validity or enforceability of the other provisions herein. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Joint Resolution.
5. State Statute. The terms and conditions of this Agreement are created as an addition or compliment to the requirements for annexation required by law. The language contained herein shall in no way be deemed to circumvent or reduce requirements established by law. If changes to State Statute are enacted during the duration of this agreement that are more restrictive or otherwise negate the provisions herein, the State Statute shall rule.
6. Effective Date/Applicability. This Joint Resolution shall be effective upon adoption by the legislative bodies of the Township and City and approved by the Municipal Boundary Adjustments. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the Township and the City.

## ***Section II - Initiation of Annexation, Petition; Findings***

1. Property Subject to Annexation. The land in the Township subject to annexation in accordance with this resolution and agreement and pursuant to State Statute, subject to the provisions contained herein, is as follows:

See Attached Exhibits A and B

(hereinafter referred to as the "OAA", "Orderly Annexation Area" or "Property"). This Agreement is only meant to apply to the Property as herein defined and not to any other parcels or land or area of the Township.

2. Property Owner Petition. The landowner, or combination of multiple landowners, of the Property adjacent to the municipal boundary of the City, have petitioned the City to annex the Property in accordance with this Agreement.

3. The City and Township determine and find that the Property:
  - a. is now, or is about to become, urban or suburban in character;
  - b. that municipal government in the area proposed for annexation is required to protect the public health, safety, and welfare; and
  - c. that the annexation would be in the best interest of the Property, the City and the Township.

### ***Section III – Municipal Reimbursement***

Municipal Reimbursement. The City and Township mutually agree and state that, there are no taxes collected on the Property, therefore, there will be no reimbursement.

### ***Section IV - Miscellaneous Terms and Conditions.***

1. Notices. Any notices required under the provision of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, as follows:

If to the City:                      City of Faribault  
    208 NW 1<sup>st</sup> Avenue  
    Faribault, MN 55021-5105  
    ATTN: City Administrator

If to the Township:                Marlene Pohl  
    Clerk, Wells Township  
    15687 Dover Trail  
    Faribault, MN 55021

2. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.
3. Governing Law. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
4. Entire Agreement. The terms, covenants, conditions, and provisions of this Joint Resolution, including the present and all future attachments, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and respective successors and assigns of the City and Township.

Approved this 11<sup>th</sup> day of December, 2006 by the Township of Wells.

Donald Langers  
Chair

Marlene E. Pohl  
Clerk

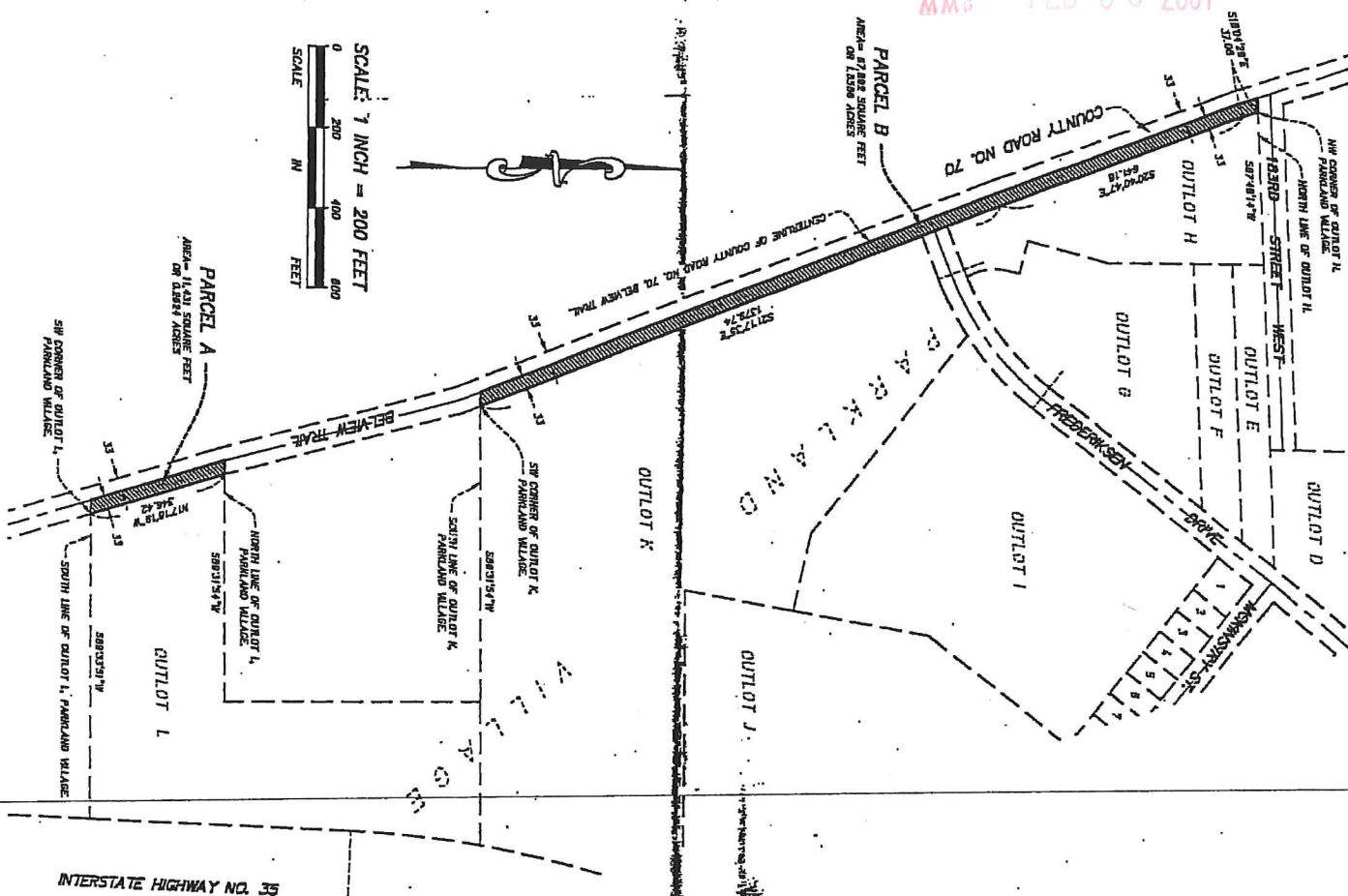
Approved this 12<sup>th</sup> day of December, 2006 by the City of Faribault.

Carl Pohl  
Mayor

Cindy Mady  
City Administrator

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**PROPOSED DESCRIPTION:**

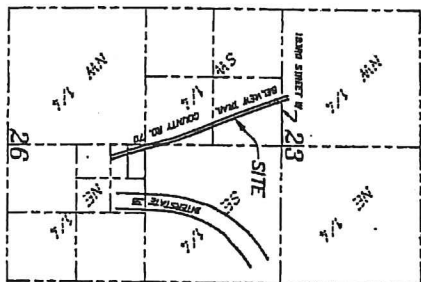
**Parcel A:**  
That part of the easterly half of County Road No. 70, also known as Belview Trail, being a 3300 foot wide strip of land, over and across the North Half of the Northwest Quarter of the Northwest Quarter of Section 26, Township 110, Range 21, Rice County, Minnesota, the easterly line of said strip is described as follows:  
Beginning at the southwest corner of Outlot L, PARKLAND VILLAGE, according to the recorded plat thereof, Rice County, Minnesota, thence North 17 degrees 19 minutes 19 seconds East, assumed bearing along the westerly line of said Outlot L, a distance of 346.42 feet and said line there terminating.  
The easterly line of said strip shall be prolonged or shortened to terminate on a line bearing South 68 degrees 23 minutes 51 seconds West from the point of beginning, a distance of 1378.74 feet to the southwest corner of said Outlot K, and said line there terminating.  
The easterly line of said strip shall be prolonged or shortened to terminate on the westerly line of said Outlot K, north line of said Outlot H and on the westerly extension of the south line of said Outlot K.

**Parcel B:**

That part of the easterly half of County Road No. 70, also known as Belview Trail, being a 3300 foot wide strip of land, over and across the Southeast Quarter of the Southwest Quarter of Section 26, Township 110, Range 21, Rice County, Minnesota, the easterly line of said strip is described as follows:  
Beginning at the northeast corner of Outlot H, PARKLAND VILLAGE, according to the recorded plat thereof, Rice County, Minnesota, thence South 18 degrees 04 minutes 29 seconds East, assumed bearing along the easterly line of said Outlot H, a distance of 37.05 feet, thence South 20 degrees 40 minutes 42 seconds East, assumed bearing along the westerly line 641.18 feet, thence South 21 degrees 17 minutes 33 seconds East, continuing along said westerly line and along the westerly line of Outlot K, said PARKLAND VILLAGE, 1378.74 feet to the southwest corner of said Outlot K, and said line there terminating.  
The easterly line of said strip shall be prolonged or shortened to terminate on the westerly line of said Outlot K, north line of said Outlot H and on the westerly extension of the south line of said Outlot K.

**NOTES TO SKETCH:**

"This is not a Boundary Survey"  
Orientation of this bearing sketch is based on the record plat of PARKLAND VILLAGE, Rice County, Minnesota.  
Improvements to this property have not been located or shown as a part of the Sketch & Description.



SECTIONS 23 & 26 TOWNSHIP 110, RANGE 21,  
RICE COUNTY, MINNESOTA

**CERTIFICATION:**

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 Land Surveyor under the laws of the State of Minnesota.

Signed this 28th day of September, 2006. For: John Oliver & Associates, Inc.

By: Randy M. Morley Land Surveyor, License No. 21401

SKETCH & DESCRIPTION  
BELVIEW TRAIL ANNEXATION, FARIBAULT, MN  
FOR:  
TOLLEFSON DEVELOPMENT, INC.

**John Oliver & Associates, Inc.**  
Civil Engineering, Land Surveying, Land Planning  
580 Dodge Avenue  
Elk River, Minnesota 55330  
(763)441-2072 (FAX)441-5865  
201 W. Travelers Trail, Suite 200  
Burnsville, Minnesota 55337  
(952)894-3045 (FAX)894-3043

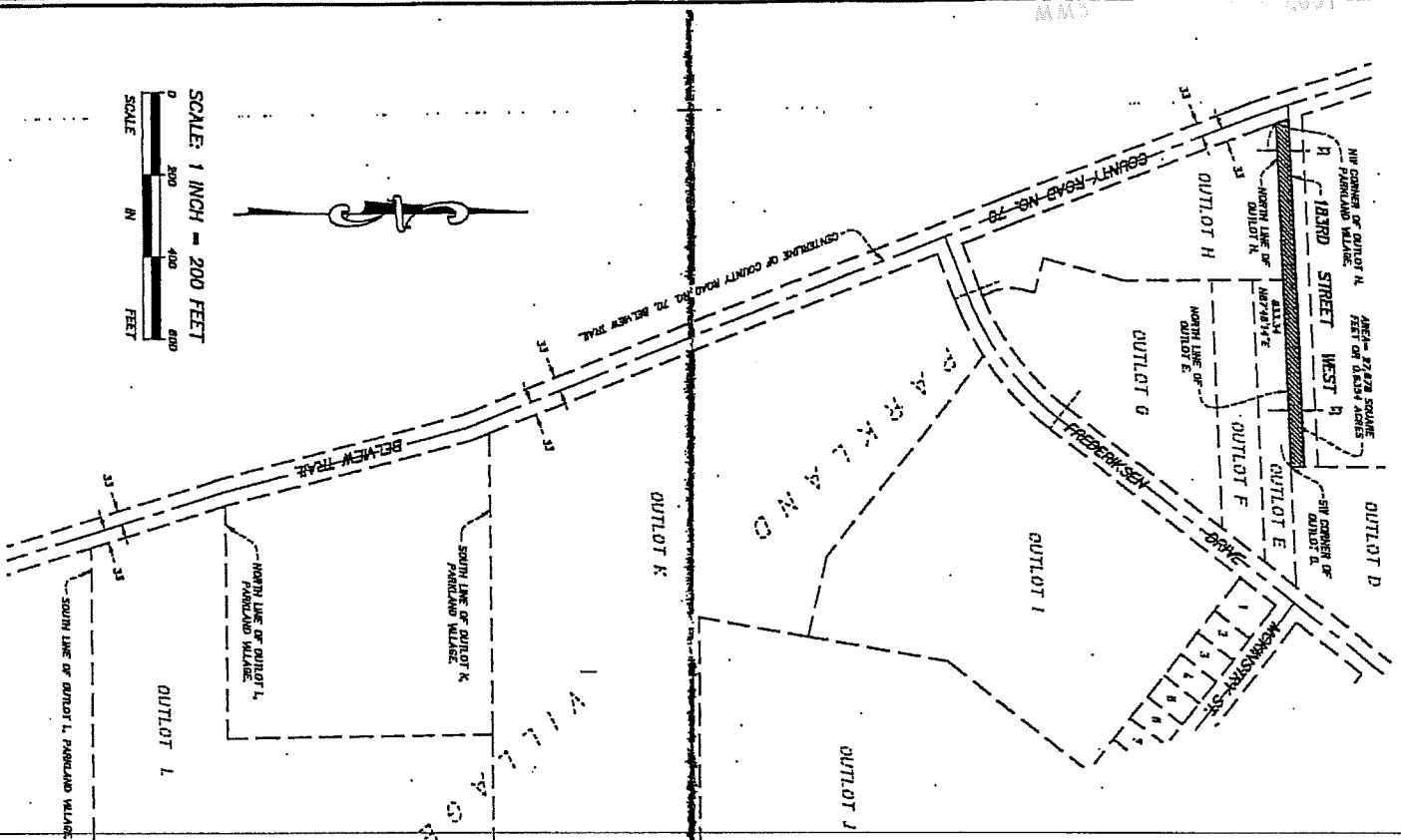
DATE: 9/25/06  
BK/PG: NONE  
DRAWN BY: RMM  
CHECKED BY: RMM

**REVISIONS:**

DRAWING FILE:  
1398-ESD1.dwg  
FILE NO.  
1398.11-24

SHEET NO.  
1 OF 1

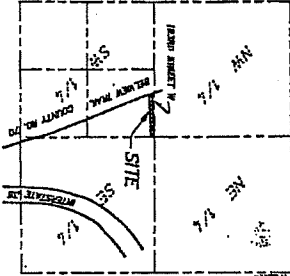
SCALE: 1 INCH = 200 FEET  
0 200 400 600  
SCALE  
N  
FEET



INTERSTATE HIGHWAY NO. 35



SECTION 23, TOWNSHIP 110, RANGE 21,  
RICE COUNTY, MINNESOTA



**NOTES TO SKETCH:**  
This is not a Boundary Survey.  
Orientation of this bearing system is based on the record  
plot of PARKLAND WILDLIFE, Rice County, Minnesota.  
Improvements to this property have not been located or  
shown as a part of this Sketch & Description.

**PROPOSED DESCRIPTION:**

That part of the south half of 183rd Street West, being a 33.00 foot wide strip of land, over  
and across the Northwest Quarter of the Southwest Quarter of Section 23, Township 110,  
Range 21, Rice County, Minnesota, the southerly line of said strip is described as follows:  
Beginning at the northwest corner of Outlot H, PARKLAND WILDLIFE, according to the  
recorded plat thereof, Rice County, Minnesota, thence North 87 degrees 48 minutes 14  
seconds East, assumed bearing along the northerly line of said Outlot H and along the  
northerly line of Outlot E, and PARKLAND WILDLIFE, a distance of 831.34 feet to the  
northeast corner of Outlot D, said PARKLAND WILDLIFE, and said line then terminating.  
The side line of said strip shall be prolonged or shortened to terminate on the northerly  
extension of the westerly line of said Outlot H and on the westerly line of said Outlot D.

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**CERTIFICATION:**

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 Land Surveyor under  
the laws of the State of Minnesota.  
Signed this 3rd day of October 2006. For John Oliver & Associates, Inc.

By: Randy M. Horvath, Land Surveyor, License No. 21401

**SKETCH & DESCRIPTION**

183RD STREET WEST ANNEXATION, FARIBAULT, MN  
FOR:  
TOLLEFSON DEVELOPMENT, INC.

**John Oliver & Associates, Inc.**  
Civil Engineering, Land Surveying, Land Planning  
580 Dodge Avenue  
516 River, Minnesota 55530  
(763)441-2072 (FAX)441-5855  
201 W. Travelers Trail, Suite 200  
Burnsville, Minnesota 55337  
(952)894-3045 (FAX)894-3049

DATE: 10/03/06  
BK/PG: NONE  
DRAWN BY: RMM  
CHECKED BY: RMM

**REVISIONS:**

DRAWING FILE:  
1398-ES02.dwg  
FILE NO.  
1398.11-24

SHEET NO.

1 OF 1