

ORDERLY ANNEXATION AGREEMENT AND JOINT RESOLUTION BETWEEN THE TOWNSHIP
OF MANTORVILLE AND THE CITY OF MANTORVILLE, MINNESOTA

This Orderly Annexation Agreement and Joint Resolution (this "Agreement") is entered into and effective on April 12, 2010 (the "Effective Date") between the Township of Mantorville, State of Minnesota, County of Dodge, (the "Township"), and the City of Mantorville, State of Minnesota, County of Dodge, (the "City").

RECITALS

- A. City and Township desire to establish an Orderly Annexation Agreement of a designated area.
- B. The establishment of an Orderly Annexation Agreement appears to be the most desirable and economic plan for both the City and the Township.
- C. The establishment of such an Orderly Annexation Agreement is authorized by Minnesota Statute §414.0325.
- D. The City and the Township agree that preservation of prime farmland and natural amenities are important, and both parties will strive to maintain prime farmland and natural amenities.
- E. The Township prefers that annexation occur as a result of comprehensive development proposals rather than on a lot by lot basis. Individual lot annexation will be unopposed if development has already occurred and the property is contiguous to the City borders.

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein and for other good and valuable consideration, the parties agree as follows;

- 1) The City and the Township agree that the following described area in the Township (the "Area") is subject to orderly annexation by the City pursuant to Minnesota Statutes § 414.0325:

That part of the Northeast Quarter (NE¼) of Section 17 and the Northwest Quarter (NW¼), Township 107 North, Range 16 West of the 5th P.M., Dodge County, Minnesota described as follows:

Beginning at the Southeast corner of said Northeast Quarter thence westerly along the southerly line of said Northeast Quarter to the Southwest corner of said Northeast Quarter; thence northerly along the westerly line of said Northeast Quarter to the Northwest corner of said Northeast Quarter; thence easterly along the northerly line of said Northeast Quarter to a point where said northerly line intersects the centerline of present Trunk Highway Number 57; thence Southeasterly along said centerline to a point where said centerline intersects the easterly line of said Northeast Quarter; thence southerly along said easterly line on an assumed bearing of South 00 degrees 00 minutes 00 seconds West, to a point 1326.20 feet northerly of the Southeast corner of said Northeast Quarter; thence easterly along the northerly and easterly line of that deed recorded in Deed Record Book 191, Page 508, in the office of the Dodge County Recorder, South 88 degrees 35 minutes 05 seconds East, 677.91 feet; thence South 04 degrees 12 minutes 21 seconds East, 798.22 feet; thence Southeasterly along the easterly line of that deed recorded as Document Number 182001 in said recorder's office, to a point on the southerly line of said Northwest Quarter, located 776.82 feet East of the Southwest corner of said Northwest Quarter; thence Westerly along said southerly line, 776.82 feet to the Point of Beginning.

A survey or sketch of the Area is attached to this Agreement as Exhibit A.

- 2) The Area has immediate urban development potential. The City will support annexations within the Area provided that the extension of services can be done in an orderly and cost effective way. The Township will not object to annexation of all or any portion of the Area from time to time while this Agreement is in effect. Annexations of portions of the Area must be portions which abut the City's boundary.
- 3) The Township and the City hereby confer jurisdiction upon the Chief Administrative Law Judge of the State of Minnesota's Office of Administrative Hearings (the "Chief Judge") over annexations in the Area in accordance with the terms of this Agreement. No consideration by the Chief Judge is necessary. The Chief Judge may review and comment, however, but shall order annexation in accordance with the terms of this Agreement within thirty (30) days after receiving notice from the parties.
- 4) This Agreement shall be in effect for five (5) years after the Effective Date. The parties shall review this Agreement four (4) years after the Effective Date and upon a majority vote of the respective governing bodies the parties may agree to extend this Agreement for an additional five (5) year period, with any approved amendments.
- 5) Annexation of undeveloped or partially undeveloped parcels within the Area shall be subject to the following conditions:
 - a) There must be a development concept plan for the entire area being annexed, describing the proposed land uses, major street patterns, storm drainage patterns, and subdivisions consistent with the density of the abutting City area and in compliance with the City's Zoning Code.
 - b) There must be a utility improvement plan for extension of City sewer and water services for the entire area being annexed.
 - c) All owners of the parcel must request or consent to the annexation.
- 6) A developed parcel will not be annexed unless all owners of the parcel request or consent to the annexation.
- 7) The City shall reimburse the Township for loss of property taxes as provided for in Minnesota Statutes § 414.036, as amended. The payment shall be payable directly from the Dodge County Auditor.
- 8) While this Agreement is in effect, planning and zoning throughout the Area shall be subject to both the applicable Dodge County Ordinances and the City's Zoning Code, whichever is more restrictive, regardless of whether annexation has occurred. The City and the Township will request that the County notify each party of any requests for the issuance of permits requiring special approval or requesting a zoning change within the Area.
- 9) In instances where individual property owners can substantiate annually that the sewage treatment system (septic) is functioning properly and conforming to applicable codes, the property owner may defer hooking up to the city's sewer system for a period of five (5) years. During that period interest on assessments resulting from construction of the city sewer system shall not accumulate or accrue. After five (5) years, such residences shall be connected to city sewer and water lines, existing on-site systems shall be abandoned in compliance with city, county and state regulations and outstanding assessments shall be paid by the property owner in conformance with prevailing assessment policy and the original interest rate.

- 10) After annexation, abandonment of wells shall be done in accordance with all applicable local, state and federal laws and regulations.
- 11) All annexed parcels shall be included immediately in the City's electrical service territory.
- 12) Parcels within the Area currently receiving municipal water or sanitary sewer services may be annexed either pursuant to this Agreement or by ordinance enacted by the Mantorville City Council, in the City's sole discretion.
- 13) The parties agree to use mediation to attempt to resolve any disputes arising under this Agreement. The mediation group will consist of representatives of the City and Township along with a representative from the County.
- 14) In the event that any portion of this Agreement is declared null and void or unenforceable by a court of law, the remainder of this Agreement shall remain intact and enforceable.
- 15) The terms of this Agreement can be altered by joint resolution of the Township and the City. All filing fees incurred for the proper filing of this Agreement shall be shared equally by the City and the Township.
- 16) Any feedlot existing in the Area on the Effective Date of this Agreement shall be allowed to exist and expand under applicable to Dodge County rules and regulations.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties hereby certify that this Agreement has been duly adopted and approved by the parties as of the Effective Date.

CITY OF MANTORVILLE

MANTORVILLE TOWNSHIP

BY: *Luke Nash*
Mayor Luke Nash

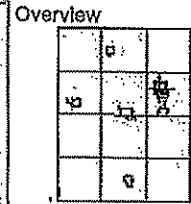
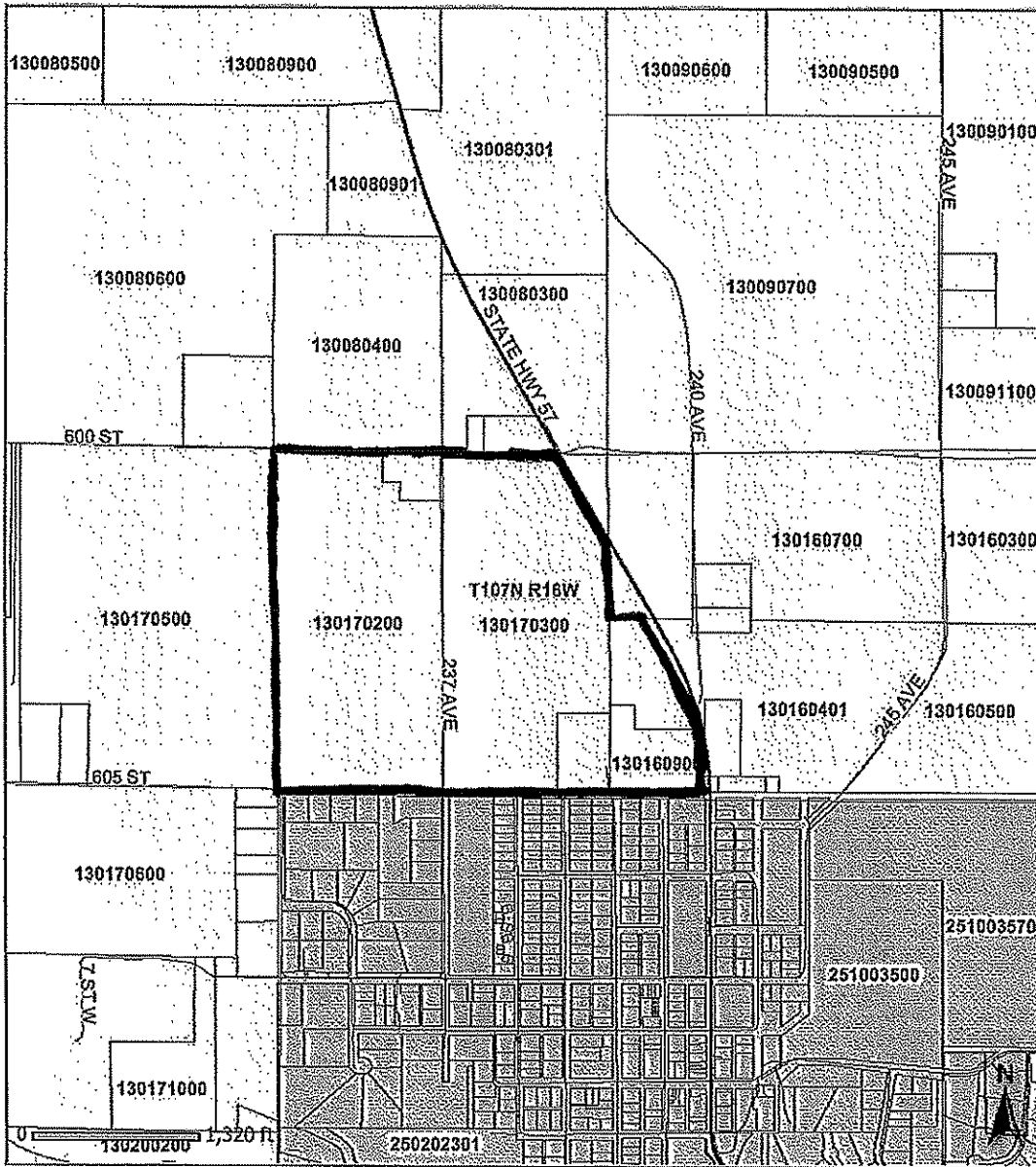
BY: *Andy Buchwalter*
Township Chair






ATTEST: *Camille C. Reber*
Camille C. Reber
City Clerk/Treasurer

ATTEST: *Carol Allen*
Township Clerk

REC'D BY
MBA JUL 02 2010

Date Created: 11/20/2009
Map Scale: 1 in = 1,320 ft



- Legend
-  Townships
 -  Corporate Limits
 -  Roads
 -  Highway
 -  Highway

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