

**JOINT RESOLUTION OF THE CITY OF OWATONNA
AND THE TOWNSHIP OF CLINTON FALLS AS TO THE
ORDERLY ANNEXATION OF PROPERTY**

WHEREAS, the City of Owatonna ("Owatonna") and the Township of Clinton Falls ("Township") desire to enter into an agreement allowing for the orderly annexation of certain property, pursuant to Minnesota Statute §414.0325, Subdivision 1; and

WHEREAS, Owatonna and the Township are in agreement to the orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, A commercial/retail development proposal has been advanced for portions of the land described herein which would necessitate the provision of sanitary sewer service to said lands; and

WHEREAS, Owatonna will provide necessary governmental services, including waste water treatment, to the portion of the Township to be annexed; and

WHEREAS, it is in the best interest of Owatonna, the Township and their respective residents to agree to an orderly annexation in furtherance of orderly growth and the protection of the public health, safety and welfare; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City of Owatonna, Steele County, Minnesota, and the Township of Clinton Falls, Steele County, Minnesota, as follows:

1. That upon approval by the respective governing bodies of Owatonna and the Township, this joint resolution and agreement shall confer jurisdiction upon the Minnesota Municipal Board ("Municipal Board") so as to accomplish the orderly annexation of the lands described in the attached Exhibit A in accordance with the terms of this joint resolution and agreement.

2. The following described lands will hereinafter be described as the annexation area and said property is properly subject to orderly annexation pursuant to Minnesota Statute Section 414.0325, Subd. 1. The parties hereto do hereby designate this area as in need of orderly annexation as provided by statute; this area consists of approximately 290.2 acres and is legally described as follows, to-wit:

See attached Exhibit "A"

3. Owatonna and the Township mutually state that no alteration by the Municipal Board to the boundaries as described on Exhibit A (the "orderly annexation area") is appropriate or permitted.

4. The parties acknowledge that Owatonna is capable of providing municipal services, such as sanitary sewer, to said orderly annexation area.

5. For all property annexed to Owatonna pursuant to this Resolution, Owatonna shall remit to the Township, within 30 days of the annexation of said lands, the equivalent of two and one-half years of property tax revenues normally received by the Township from the properties being annexed, based upon the taxes that would have been due and payable in the year the annexation becomes effective had said property remained in the Township.

6. By this joint resolution the Township agrees to permit Owatonna to levy special assessments for sanitary sewer and municipal water upon properties in Clinton Falls Township not included in this orderly annexation but adjacent to sanitary sewer and/ or water being extended and constructed to serve the properties included in this resolution. Such assessment shall be in accordance with MN. Statutes, Chapter 429, and city assessment policy. Assessment costs levied for the improvements shall be consistent with the rate schedule adopted by the City Council for the year the assessments are levied. Assessments levied against such properties shall be deferred until such time the benefiting property is annexed into the city and hook-up to the utilities is made. At that time the amount of assessment shall be re-calculated based on the most recent similar construction contract. The unit charge to the property shall be calculated in the same manner as similar properties assessed for improvements. The property owner may choose to pay the assessment in installments over a period of time and at an interest rate consistent with the city policy and interest rate for assessments in the year the hook-up occurs.

7. Owatonna acknowledges that Steele County Highway 23 is heavily used by farm machinery, and must remain accessible to farm machinery in such a manner that will reduce the likelihood of traffic accidents with passenger vehicles. Accordingly, Owatonna shall encourage the use of shared driveways and service roads where practical to limit the number of direct accesses onto County Highway 23. Owatonna shall construct all roads abutting the proposed development anticipated to occur on the annexed properties and all roads annexed under this agreement to at least minimum existing load bearing capacity.

8. Owatonna and the Township have deliberately included all road right-of-ways abutting any of the property contained in the description attached as Exhibit A with the intent that Owatonna shall have full improvement and maintenance responsibility for all such annexed right-of-ways, and shall assume all liability for same.

9. Owatonna agrees not to annex any lands abutting the annexed property for a period of 10 years from the date of this agreement without the written consent of the Township or the written consent of the property owner to be annexed. In the event Owatonna annexes land in violation of this agreement, Owatonna shall pay to the Township 100% of the City-portion of the

property taxes collected from said annexed land in each of the 7 years following the year of annexation.

10. Owatonna acknowledges that this proposed development is located adjacent to several farms and that these adjacent farming uses are likely to continue indefinitely into the future. Owatonna and the Township encourage the developer to acknowledge these facts and develop an agreement with these adjacent landowners.

11. In reviewing development plans within the annexation area, Owatonna shall specifically consider the impact of lighting on properties adjacent to the development and require that measures be taken to limit the amount of light "leakage" onto those properties. Screening and landscaping of development shall be in compliance with Owatonna zoning ordinance provisions.

12. Owatonna shall refer all development proposals and plans to the Township for review and comment at least 15 business days prior to any public hearing required for said development. The Township shall have no authority to approve or deny said proposals, but may submit comments regarding said proposals to Owatonna staff and/or officials.

13. The City shall pay all Municipal Board fees associated with this resolution. In addition, the city agrees to reimburse to the Township a sum not to exceed \$5,000 dollars to be used by the Township for attorney, engineering, and other administrative fees attributable to the adoption and implementation of this resolution. Payment shall be made within 45 days after the Township presents its attorney and/or engineering bills to Owatonna for payment.

14. This Joint Resolution may be amended from time to time by Owatonna and the Township.

15. Having designated the area described on Exhibit A as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the Municipal Board is necessary. As such, the Municipal Board may review and comment, but shall, within thirty (30) days of the date of receipt of this Joint Resolution for Orderly Annexation, order the annexation of the described annexation area in accordance with the terms of this Joint Resolution.


16. Owatonna and the Township mutually agree to file this resolution with the Municipal Board when a development agreement is executed between Owatonna, Steele County and Three Corners, L.C., the developer.


ADOPTED BY THE CITY COUNCIL OF THE CITY OF OWATONNA THIS 4th DAY OF
March, 1997.


Mayor


City Administrator

ADOPTED BY THE CLINTON FALLS TOWNSHIP BOARD THIS 5 DAY OF
March, 1997.


Chairman


Clerk

LEGAL DESCRIPTION Annexation

All that part of the NW1/4 of the SW1/4 of Section 28, T 108 N, R 20 W, Steele County, Minnesota, described by:

Beginning at the northwest corner of said SW1/4; thence S 0°06' 10" W, assumed bearing, 1169.76 feet along the west line of said SW1/4; thence S 89°22'21" E 75.00 feet to the east right of way line of County State Highway 45; thence N 0°06'10" E 1169.06 feet along the east right of way line of said highway to the north line of said SW1/4; thence N 88°50'19" W 75.01 feet to beginning.

AND

All that part of the SE1/4 and all that part of the SE1/4 of the SW1/4 of Section 29, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE1/4; thence N 89°41' 47" W, assumed bearing, 2168.24 feet along the south line of said SE1/4 to the True Point of Beginning; thence N 89°41'47" W 137.56 feet along the south line of said SE1/4; thence 55°46'28" W 436.23 feet to the west line of said SE1/4; thence N 55°46'28" W 1390.18 feet; thence N 13°03'46" W 321.67 feet to the north line of said SE1/4 of SW1/4; thence S 89°47'08" E 1228.47 feet to the northeast corner of said SE1/4 of SW1/4; thence S 89°47'19" E 1331.28 feet to the southwest corner of the NE1/4 of said SE1/4; thence N 0° 13'02" E 1336.26 feet to the northwest corner of said NE1/4 of SE1/4; thence S 89°52'51" E 1328.60 feet to the northeast corner of said NE1/4 of SE1/4; thence S 0°06'10" W 1169.76 feet along the east line of said SE1/4; thence N 89°41'47" W 392.94 feet to a point on the west right of way line of County State Aid Highway 23, last said point being N 2°59'54" W 1509.54 feet from the intersection of the west right of way line of said highway with the south line of said SE1/4; thence S 49°53'31" W 834.25 feet; thence N 1°26'50" W 178.13 feet; thence S 88°33'10" W 700.00 feet; thence S 1°26'50" E 400.00 feet; thence N 88°33'10" E 422.67 feet; thence S 49°53'31" W 1135.27 feet to said True Point of Beginning.

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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.

J. C. H. H. H.
Date 2/10/97 Reg. No. 15231

HOSFIELD & ASSOCIATES

415 W. NORTH STREET
OWATONNA, MINNESOTA 55060

TELEPHONE: 507-451-4598

SCALE

DRAWN BY

DATE

REVISED

JOB NO. 1684

PROFESSIONAL LAND SURVEYORS

REC'D BY APR 18 1997
M M R

AND

The SE1/4 of the NE1/4 of Section 29, T 108 N, R 20 W, Steele County, Minnesota, lying west of the easterly right of way line of Trunk Highway 35.

AND

The North Half of the NE1/4 of Section 29, T 108 N, R 20 W, Steele County, Minnesota, lying west of the easterly right of way line of Trunk Highway 35.

AND

The North 33.00 feet of the SW1/4 of the NE1/4 of Section 29, T 108 N, R 20 W, Steele County, Minnesota.

AND

The East 33.00 feet of the North 1362.84 feet of the NW1/4 of Section 29, T 108 N, R 20 W, Steele County, Minnesota.

AND

The East 33.00 feet of the South 33.00 feet of the SE1/4 of the NW1/4 of Section 20, T 108 N, R 20 W, Steele County, Minnesota.

AND

The SE1/4 of Section 20, T 108 N, R 20 W, Steele County, Minnesota, lying west of the easterly right of way line of County State Aid Highway 22.

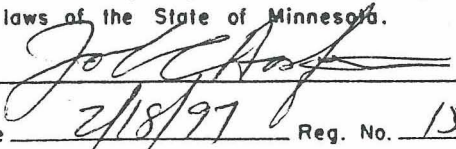
EXCEPT

The North 200.00 feet of the SE1/4 of said Section 20.

Containing 290.2 acres, more or less.

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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.


Date 2/18/97 Reg. No. 15231

HOSFIELD & ASSOCIATES

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OWATONNA, MINNESOTA 55060

TELEPHONE: 507-451-4598

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