

TOWN OF CHISAGO LAKE
CITY OF LINDSTROM

REC'D BY
AMB

DEC 10 2008

IN THE MATTER OF THE JOINT
RESOLUTION OF THE TOWN OF
CHISAGO LAKE AND THE CITY
OF LINDSTROM, DESIGNATING
AN UNINCORPORATED AREA AS
IN NEED OF ORDERLY
ANNEXATION AND CONFERRING
JURISDICTION OVER SAID AREA
TO THE OFFICE OF ADMINISTRATIVE
HEARINGS, BOUNDARY ADJUSTMENTS,
PURSUANT TO M.S. §414.0325

JOINT RESOLUTION

The Township of Chisago Lake and the City of Lindstrom jointly agree to the following:

1. That by previous joint resolution and agreement for Orderly Annexation entered into between the City and Township signed by the City on 07/18/02 and by the Township on 08/20/02 (OA-867-1, order dated 09/13/02), the property legally described below was included in the designated orderly annexation area but was not made subject to immediate annexation.
2. That the previous joint resolution and agreement provided that the property would be granted a time period of five (5) years from the date of approval of the previous joint resolution by the state, subject to earlier annexation under certain circumstances, but that after said five year period the property would be annexed.
3. That the five year time period specified in the previous joint resolution and agreement has passed.
4. That the following described area in Chisago Lake Township, Chisago County, is subject to orderly annexation pursuant to Minnesota Statutes §414.0325, and the parties hereto designate this area for orderly annexation:

**Parcel Number: 02-00032-00; Owner: Thomas & Cheryl L. Leritz
(Legally described on the attached Exhibit "A")**

5. That the population of the parcel to be annexed pursuant to this joint resolution is two (2), and the total area to be annexed is approximately .6 acres.
6. That both the Township of Chisago Lake and the City of Lindstrom agree, pursuant to M.S. §414.0325, Subd. 1(f), that no alteration of the stated boundaries of this agreement is appropriate.

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7. That the annexation of the property will not result in any change of electrical service and will not require joint planning since upon final approval of this joint resolution and issuance of the annexation order by the Director the property will immediately be fully subject to the official controls and other ordinances of the City of Lindstrom, including all land use controls. Further, that differential taxation under M.S. §414.035, or reimbursement under M.S. §414.036 is not required.

8. Furthermore, each party agrees that pursuant to M.S. §414.0325, Subd. 1(g) no consideration by the Office of Administrative Hearings, Boundary Adjustments is necessary, and that upon receipt of this resolution and agreement, passed and adopted by each party, the Director of the Office of Administrative Hearings, Boundary Adjustments may review and comment but shall, within thirty (30) days, order the annexation in accordance with the terms of this joint resolution.

CITY OF LINDSTROM

Passed and adopted by the City Council of the City of Lindstrom on this the 15th day of October, 2008.

By: Keith V. Carlson
Keith V. Carlson, Mayor

Attest: John Olinger
John Olinger, City Administrator-Clerk

TOWNSHIP OF CHISAGO LAKE

Passed and adopted by the Town Board of the Town of Chisago Lake on this the 18th day of November, 2008.

By: Jim Froberg
Jim Froberg, Town Board Chair

Attest: Eleanor Trippler
Eleanor Trippler, Town Board Clerk

EXHIBIT "A"

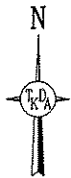
RECD BY
MAB

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That certain part of Government Lot 4, Section 4, Township 33, Range 20, described as follows, to-wit: Beginning at the Northeast corner of Lot 1 in Block 3 of Bethel Grove Addition, as per plat thereof on file and of record in the office of the Register of Deeds of Chisago County, Minnesota; thence East for 240 feet; thence North 0 degrees 36 minutes East for 100 feet; thence North 76 degrees 17 minutes East for 500 feet to the point of beginning of the tract hereby described; thence North 0 degrees 36 minutes East for 260 feet to the approximate original shore line of Chisago Lake; thence North 76 degrees 17 minutes East along said shore line for 100 feet; thence South 0 degrees 36 minutes West for 260 feet; thence South 76 degrees 17 minutes West for 100 feet to the point of beginning. All riparian rights are included and specifically that strip of ground lying between described lakeshore course and the present shore line of the lake, but subject to the law regulating riparian rights.

Excepting 50% of oil, gas and mineral rights previously reserved. Access to above described tract is afforded by a Township Road which now terminates at the southwest corner of said tract. Right-of-way for an extension of said Township Road across the entire width of and contiguous to the southerly line of described tract is granted.

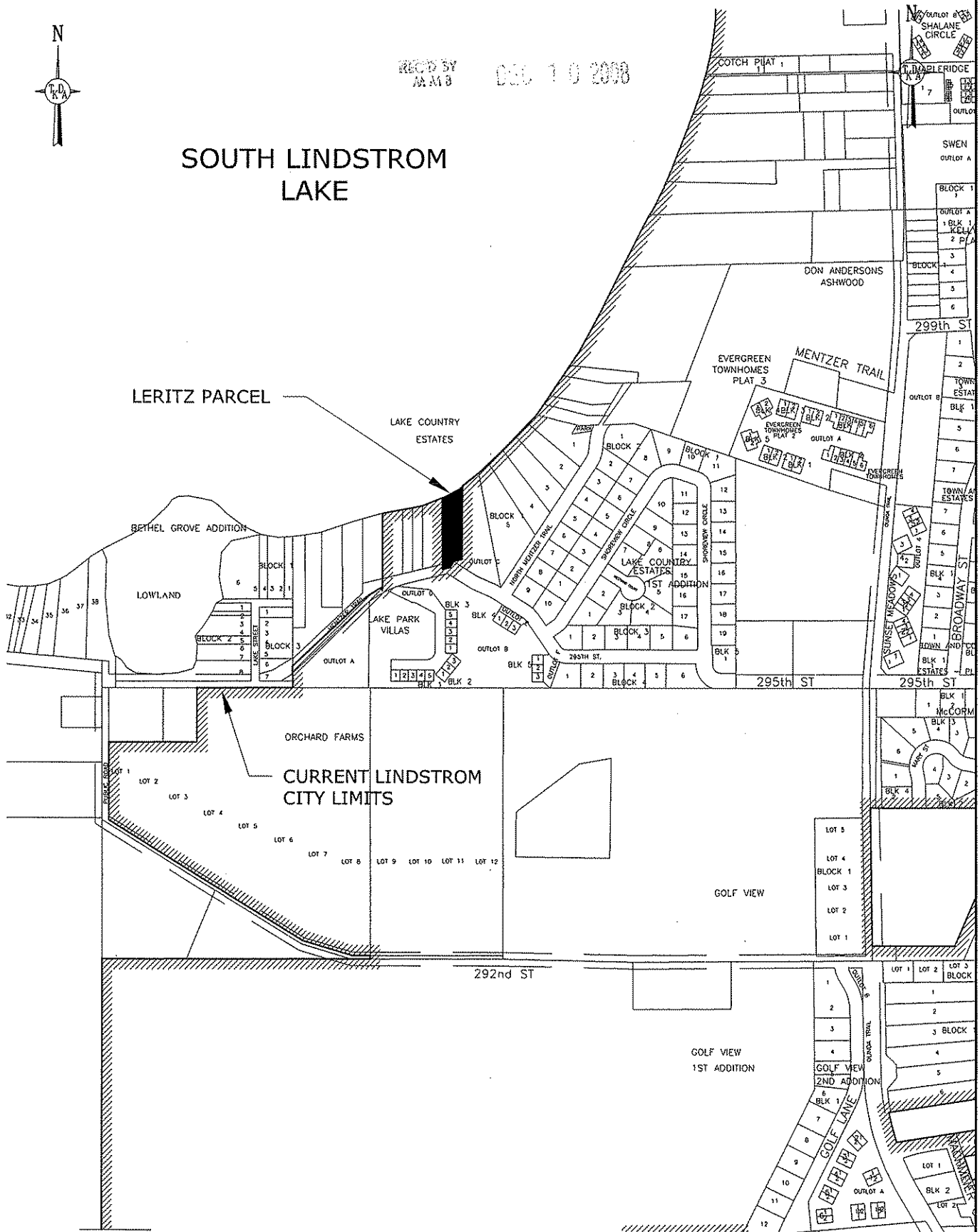
Together with that portion of adjacent Mentzer Trail lying within Chisago Lake Township, Minnesota, if any.



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JAM B

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SOUTH LINDSTROM LAKE



TKDA
ENGINEERS • ARCHITECTS • PLANNERS

PROJECT NO. 14063.000
LINDSTROM, MINNESOTA
OCTOBER, 2008

LOCATION MAP
LERITZ ANNEXATION

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EXHIBIT "C" Tax Reimbursement pursuant to M.S. §414.036

The City and Township agree that upon annexation of the Subject Area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule: 1) in the first year following the year the City could first levy on the annexed area, an amount equal to ninety (90) percent of the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township; 2) in the second year, an amount equal to seventy (70) percent; 3) in the third year, an amount equal to fifty (50) percent; 4) in the fourth year, an amount equal to thirty (30) percent, and; 5) in the fifth and final year, an amount equal to ten (10) percent/ Thereafter, the City will no longer reimburse the Township.

Year	2006 Tax Amount	X	%	=	Amount	Date Paid	Check Number
Year 1 (2008)	\$328.00	x	90%	=	\$295.20		
Year 2	\$328.00	x	70%	=	\$229.60		
Year 3	\$328.00	x	50%	=	\$164.00		
Year 4	\$328.00	x	30%	=	\$ 98.40		
Year 5	\$328.00	x	10%	=	\$ 32.80		