

ORDERLY ANNEXATION AGREEMENT

A Joint Resolution and Agreement between the Town of Pine Island, Goodhue County, and the City of Pine Island as to the Orderly Annexation of Territory described below.

City of Pine Island Resolution 03- 20

And

Pine Island Township Resolution 03-01

WHEREAS: the Town of Pine Island (Township), and the City of Pine Island (City) hereby agree to enter into this Joint Resolution and Agreement for the orderly annexation of certain territory in accordance with MN Statutes 414.0325, Subdivision 1 legally described as:

(Tract A) Woodland Estates (See attached)

WHEREAS: the Township, and the City are in agreement as to the orderly annexation of the territory for the purpose of providing municipal services to property currently located with the Township.

WHEREAS: Minnesota Planning may review and comment, but shall within 30 days order the agreed upon annexation in accordance with the terms of this agreement.

WHEREAS: the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution and Agreement.

NOW THEREFORE BE IT RESOLVED by the Township, and City as follows:

1. That the Township, and the City upon passage and adoption of this resolution, and upon acceptance by Minnesota Planning, confer jurisdiction upon Minnesota Planning over various provisions contained in this agreement.
2. Upon annexation, properties shall be classified in an appropriate City zoning district, agreed to by both parties.
3. This Joint Resolution and Agreement shall be effective on the day this agreement is approved by Municipal Planning.
4. The City shall reimburse the Township on overall City taxes collected starting the first year following annexation based on the following schedule:

Year 1 90%
Year 2 70%
Year 3 50%
Year 4 50%
Year 5 50%
Year 6 50%

5. Sewer and Water shall be extended to the development when either

a) If an individual septic system, or well fails: After sewer and water is extended, individual property owners will be required to connect to sewer, and /or water when either their septic system, or well fails. Property owners shall have the option of paying the entire assessment cost at the time of connection, or for up to 15 years at an interest rate as set at 1% above the current tax-exempt bonding rates. If the assessments are paid in full no interest shall be charged. If the assessments are paid over the 15 year period, interest shall be charged beginning the first year of assessment until the assessment amount is paid in full. No interest shall be charged until property owners connect to either sewer, or water. If sewer and water is extended within 3 years from the date of annexation approval, the City will pay 25% of the cost of extension. If sewer and water is extended after 3 years from the time of approval, the City will pay a maximum of 25% of the extension cost. Said amount to be determined by the City at that time. Assessments shall be made on a parcel basis evenly divided evenly among all properties.

or

b) If 51% or more of the property owners request extension of sewer and/or water: Within 3 years of completion of sewer and water extension, property owners shall have the option of paying the entire assessment cost, or for up to 15 years at an interest rate as set at 1% above the current tax-exempt bonding rates. If the assessments are paid in full no interest shall be charged. If the assessments are paid over the 15 year period, interest shall be charged beginning the first year of assessment. The City will pay 25% of the cost of extension if sewer and water is extended within 3 years of the date of annexation approval by the State of Minnesota. If sewer and water is extended after 3 years from the time of state approval, the City will pay a maximum of 25% of the extension cost. Said amount to be determined by the City at that time. (After assessment payments begin, actual connection will not be required until septic or well fails, but owners may connect sooner at their discretion.). Assessments shall be made on a parcel basis divided evenly among all properties.

6. If no septic system, or well fails within 10 years from the date of annexation, the City reserves the right to extend sewer and/or water to the affected area. Property owners would not be required to begin paying assessments at the time of extension, but deferred interest would accrue at 1% above current bonding interest rates beginning one year after the utility extension.

7. The City will pay all over sizing costs for sewer, or water line installation.
8. Any previously approved Goodhue County building variances where construction has not been started, or completed will be honored by the City until such variance expires.
9. The City will not prohibit the use of wells, after property owners are connected to City water as long as there are no cross connections between private wells, and the city water supply. Said use of wells must meet any applicable County, or State regulations. Property owner shall be responsible to obtain any applicable permits, and any costs associated thereof.

Adopted by the Pine Island Township Board this 36 day of August, 2003.

BY: Rafert Noser
Town Board Chair

BY: Joan Hausel
Town Board Clerk

Adopted by the City Council of the City of Pine Island this 19th day of August, 2003.

BY: Ken Markham
Ken Markham, Mayor

BY: Mark Vahlsing
Mark Vahlsing, City Administrator

NOV 03 2003

LEGAL DESCRIPTION

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KNOW ALL MEN BY THESE PRESENTS:

That Allwin H. Arndt and Audrey A. Arndt, his wife, fee owners of the following described property in the State of Minnesota and the County of Goodhue, to wit:

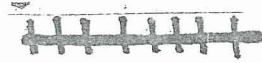
That part of the NW $\frac{1}{4}$ of Section 33, Township 109 North, Range 15 West, and Lot 6, Auditors Plat of the NE $\frac{1}{4}$ of Section 32, Township 109 North, Range 15 West, described as follows:
Beginning at the NW Corner of said NW $\frac{1}{4}$ of Sec. 33, T. 109 N., R. 15 W., thence south on west line said NW $\frac{1}{4}$ Sec. 33, 1311.01 ft., thence N. 89° 37' 06" W. on North line said Lot 6, Auditors plat, NE $\frac{1}{4}$ Sec. 32, 414.89 feet to east Right of Way line Goodhue County S. A. Highway No. 11, thence S. 25° 39' 44" W. on said east R.O.W. line Goodhue County S.A.H. No. 11, 285.00 feet, thence S. 64° 20' 16" E. 20.00 feet, thence S. 25° 39' 44" W. on said east R.O.W. line Goodhue Co. S.A.H. No. 11, 118.42 feet to west line said Lot 6 Auditors Plat of NE $\frac{1}{4}$ Sec. 32, thence south on said west line Lot 6 Auditors Plat 80.36 feet, thence N. 80° 37' 30" E. 143.52 feet, thence N. 80° 34' 10" E. 130.00 feet, thence S. 72° 59' 15" E. 100.62 feet, thence S. 43° 21' 15" W. 140.00 feet, thence westerly 64.35 feet on 50 foot radius curve deflecting to the left, delta angle equal 73° 44' 23", chord length and bearing 60.00 feet N. 83° 29' 10" W., thence N. 30° 21' 30" W. 0.99 feet, thence S. 48° 18' 30" W. 150.00 feet, thence N. 48° 41' 30" W. 130.24 feet to said west line Lot 6 Auditors Plat, thence south on west line Lot 6 Auditors Plat 79.86 feet to north R.O.W. line Minnesota T. H. No. 52, thence S. 48° 41' 30" E. on said north R.O.W. line 108.68 feet, thence deflect to the left on a 1822 foot radius curve 243.75 feet, chord bearing and length S. 52° 31' 18" E. 243.57 feet, thence N. 33° 38' 45" E. 260.93 feet, thence N. 07° 53' 00" E. 168.68 feet, thence N. 41° 14' 50" E. 91.30 feet, thence S. 84° 02' 08" E. 335.20 feet, thence N. 33° 20' 30" E. 454.05 feet, thence N. 49° 22' 30" W. 203.18 feet, thence north on line parallel and 360.00 feet east of the west line of said NW $\frac{1}{4}$ Sec. 33, 1221.78 feet more or less to North line of said NW $\frac{1}{4}$ Sec. 33, thence westerly 360.00 feet more or less on north line said NW $\frac{1}{4}$ Sec. 33 to point of beginning, containing 21.6569 acres more or less, subject to highway easements. For purposes of this description the west line of the NW $\frac{1}{4}$ of Section 33, T. 109 N., R. 15 W. is assumed True North.

That Arnold R. Gathje and Bonnie F. Gathje, his wife, fee owners of the following described property in the State of Minnesota and the County of Goodhue, to wit:

That part of Lot 6, Auditors Subdivision of NE $\frac{1}{4}$ of Sec. 32, T. 109 N., R. 15 W., described as follows:
Beginning at a point 781.29 feet north and 361.20 feet west of the SE corner of said NE $\frac{1}{4}$ Sec. 32, thence N. 30° 21' 30" W. 0.99 feet, thence N. 33° 41' 30" W. 123.00 feet, thence N. 80° 34' 10" E. 130.00 feet thence S. 72° 59' 15" E. 100.62 feet, thence S. 43° 21' 15" W. 140.00 feet, thence westerly 64.35 feet on 50 foot radius curve deflecting to the left, delta angle equal 73° 44' 23", chord length and bearing 60.00 feet N. 83° 29' 10" W. to point of beginning containing 0.394 acres more or less. For purposes of this description the east line of said NE $\frac{1}{4}$ Sec. 32 is assumed True North.

And that Harry L. Nielsen and Marilyn R. Nielsen, his wife, fee owners, and the Austin Savings and Loan Association, mortgagee of the following described property in the State of Minnesota and the County of Goodhue, to wit:

That part of Lot 6, Auditors Subdivision of NE $\frac{1}{4}$ of Sec. 32, T. 109 N., R. 15 W., described as follows:
Beginning at a point on the west line said Lot 6, Auditors Subdivision of NE $\frac{1}{4}$ of Sec. 32, 768.34 feet north and 571.56 feet west of the SE corner of said NE $\frac{1}{4}$ Sec. 32, thence S. 48° 41' 30" E. 130.24 feet on line parallel and 60.00 feet distant from north R.O.W. line Minn. T.H. No. 52, thence N. 48° 18' 30" E. 150.00 feet, thence N. 33° 41' 30" W. 123.00 feet, thence S. 80° 37' 30" W. 143.52 feet to west line said Lot 6, Auditors Subdivision of NE $\frac{1}{4}$ Sec. 32, thence south 92.78 feet on said west line Lot 6 to point of beginning, containing 0.631 acres more or less. For purposes of this description the east line of said NE $\frac{1}{4}$ Sec. 32, T. 109 N., R. 15 W., is assumed True North.



Woodland
Estates

City Limits

REC'D BY
MAB

NOV 03 2003

