

**AMENDED JOINT RESOLUTION ESTABLISHING AN
ORDERLY ANNEXATION AGREEMENT BETWEEN
ROCKSBURY TOWNSHIP AND THE CITY OF THIEF RIVER FALLS**

WHEREAS, The City of Thief River Falls, Minnesota, (hereafter "City"), did receive a Petition for Annexation of Real Property into the City due to the need of utilities, transportation and other services provided by the City, and

WHEREAS, That the owners of all of the Real Property to be annexed pursuant to this Agreement did sign a Petition for Annexation and submitted the same to the City and Township, and

WHEREAS, The respective governing bodies of Rocksbury Township (hereafter "Town") and City had expressed their desire to encourage future development of Real Property near the City so as to promote the development of municipal services and urban growth as much as is practical, while respecting the existing rural residential lifestyles of other areas within the Town, and

WHEREAS, The Petition for Annexation concerned that Real Property located within the Township of Rocksbury, County of Pennington, and State of Minnesota described as follows:

The East Forty-two feet(42') of Government Lot Ten (10), LESS the North Nine Hundred Twenty-two and Ninety Seven 100ths feet (922.97') thereof, Section Four (4), Township One Hundred Fifty-three (153) North, of Range Forty-three (43) West of the Fifth Principal Meridian; and the East Fifty-two feet (52') of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Four (4), Township One Hundred Fifty-three (153) North, of Range Forty- three (43) West of the Fifth Principal Meridian, LESS the North Two Hundred Seventy feet (270') thereof.

WHEREAS, The City and Town desire to accommodate the Petition for Annexation to encourage growth in a cooperative, planned, and orderly fashion, and

WHEREAS, This Joint Resolution creating an Orderly Annexation Agreement (hereafter "Agreement") is beneficial to both parties to promote orderly planning, the orderly transition of government within the Real Property proposed to be annexed, promote continuity of City boundaries, and establish the condition under which such annexation shall take place, and

WHEREAS, The Town and City jointly request the immediate annexation of the Real Property described herein into the City,

NOW, THEREFORE, BE IT RESOLVED, In consideration of the mutual terms and conditions contained herein, Town and City hereby enter into this Agreement to provide for the orderly annexation of the Real Property herein described into the City upon the following terms and conditions:

1. Real Property Designated For Annexation. The unincorporated Real Property designated for orderly annexation is located in the Township of Rocksbury, County of Pennington and State of Minnesota and is described as follows:

The East Forty-two feet(42') of Government Lot Ten (10), LESS the North Nine Hundred Twenty-two and Ninety Seven 100ths feet (922.97') thereof, Section Four (4), Township One Hundred Fifty-three (153) North, of Range Forty-three (43) West of the Fifth Principal Meridian; and the East Fifty-two feet (52') of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Four (4), Township One Hundred Fifty-three (153) North, of Range Forty- three (43) West of the Fifth Principal Meridian, LESS the North Two Hundred Seventy feet (270') thereof.

The Real Property is shown on the maps attached hereto and made a part hereof as Exhibit "A".

2. Acreage and population. The Real Property consists of approximately 2.52 acres, the population of the Real Property is currently 0.

3. Jurisdiction. Upon approval by the Town Board and City Council, this Agreement shall confer jurisdiction upon the Chief Administrative Law Judge, as defined in Minnesota Statutes, Section 414.011 (Subd. 12) (hereafter "Chief Judge"), to accomplish said annexation in accordance with the terms of this Agreement.

4. Review and Comment by Chief Judge. The Town and City mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Chief Judge is necessary for annexation to occur within the Real Property in accordance with this Agreement. Additionally, no alteration of the boundaries by the Chief Judge is appropriate. The Chief Judge may review and comment, but shall, within thirty days, order the annexation in accordance with the terms of this Agreement.

5. Effective Date. This Agreement is effective on the date it is last adopted by the Town and City. The annexation provided for by this Agreement shall be effective upon the issuance of the Order by the Chief Judge. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the Town and City. This Agreement is only meant to apply to the Real Property and not to any other area within the Town.

6. Reasons for Annexation. The reasons for the annexation of the Real Property include the Town's and City's collective determination that: The Real Property is now, or is about to become, urban or suburban in character; that the Real Property is in need of utilities such as sanitary sewer, storm sewer, and water; the annexation is needed for the City to maintain transportation roadways, the type of development proposed for the Real Property is more consistent with development within the City; and at this time the annexation would be in the best interest of the Petitioners, the City, and the Town.

7. Timing of Tax Levy. Pursuant to Minnesota Statutes, Section 414.0325, Subd. 4b, because the annexation provided for in this Agreement will be effective after August 1, 2018, the City may levy on the annexed area beginning with the next levy year.

8. Property Tax Reimbursement. Pursuant to Minnesota Statutes, Section 414.036, the reimbursement from the City to the Town shall be as follows:

0%

9. Road Maintenance. The City shall be responsible for road repairs and maintenance during the pending period of the annexation.

10. Planning and Land Use Control. The City shall exercise planning and land use control over the Property pursuant to City ordinances.

11. Authorization. The appropriate officers of the Town and City are hereby authorized to carry out the terms of this Agreement.

12. Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including Exhibit "A", which is attached hereto and incorporated herein by reference, shall constitute the entire Agreement between the Town and City, unless amended by joint resolution of Town and City.

13. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.

Adopted by affirmative vote of all the members of the Rocksbury Township Board.

Dated: November 8, 2018.

Town of Rocksbury

By: Nancy L. Pofto
Its Chairperson

By: [Signature]
Its Town Clerk

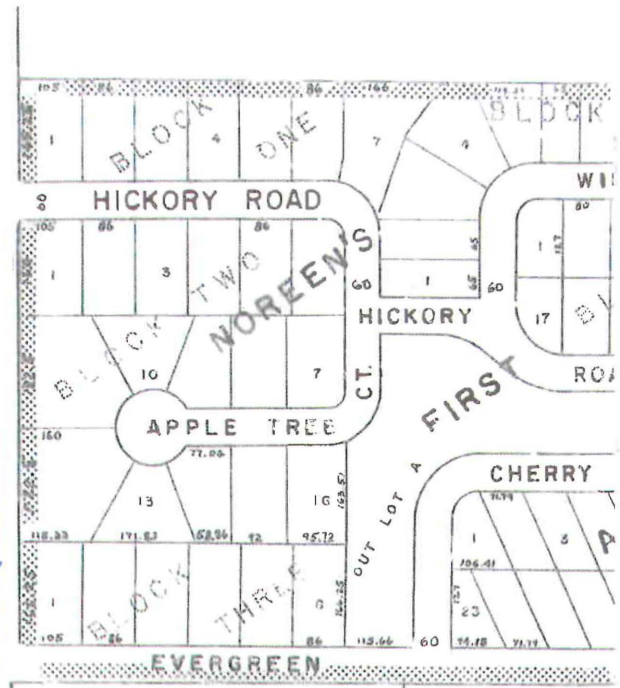
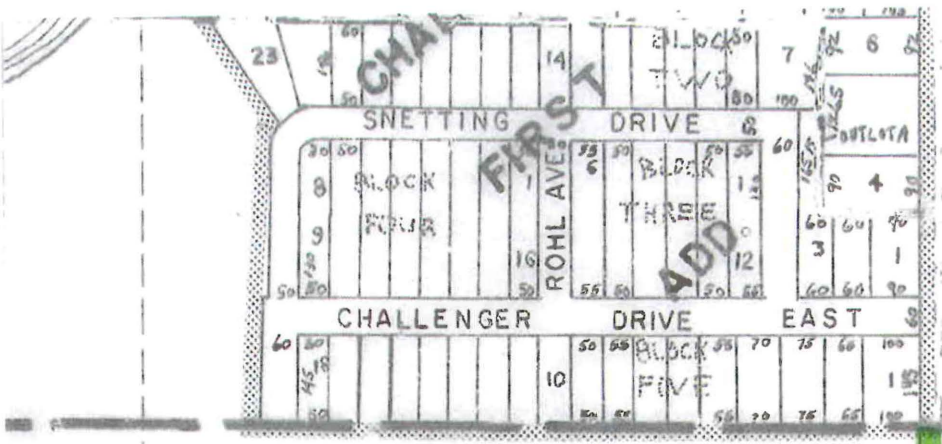
Adopted by affirmative vote of all the members of the City of Thief River Falls, MN.

Dated: November 6, 2018.

City of Thief River Falls

By: B. J. Hill
Its Mayor

By: [Signature]
City Administrator



Gov't. Lot 10

42' x

4 N

270'

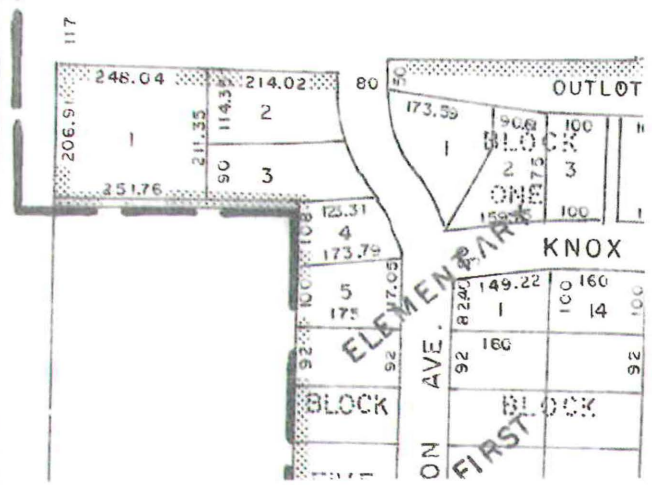
SE 1/4 SE 1/4

52' x

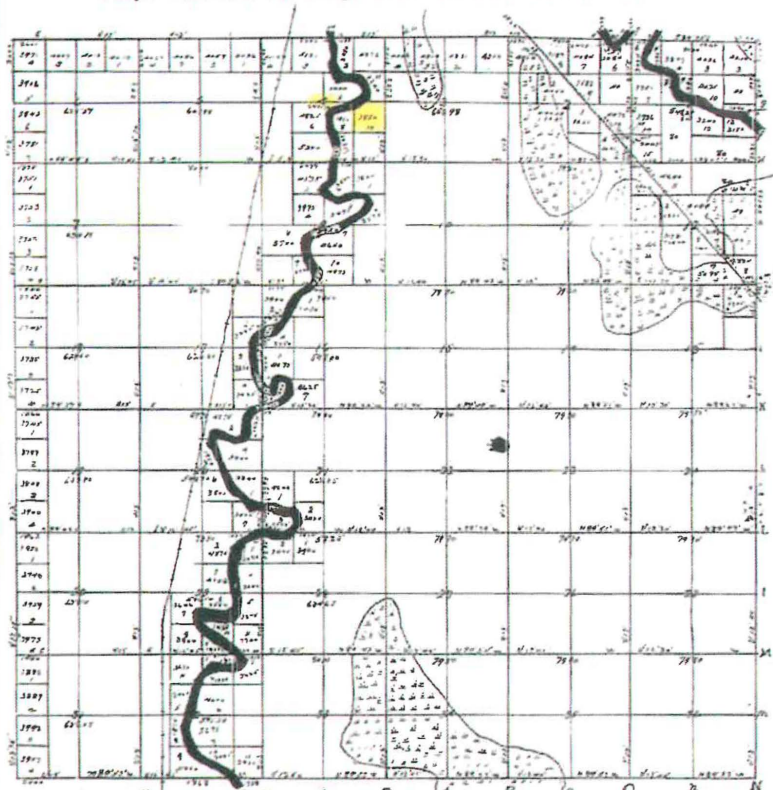
PENNINGTON AVE.



CHALLENGER
SC



Twp. No. 153 N. Rng. No. 43 W. 5th P. M.



Surveyed in 1874 by Geo F Hamilton
and Geo A Smith

Frank Jeffers