

Minnesota Planning Docket No. \_\_\_\_\_  
City of Avon Resolution No. \_\_\_\_\_  
Town of Avon Resolution No. \_\_\_\_\_

**JOINT RESOLUTION AS TO ORDERLY ANNEXATION  
AREA AND JOINT RESOLUTION AS TO ANNEXATION OF  
MELTON/GERTKEN/MITCHELL PROPERTIES  
BY AND BETWEEN THE CITY OF AVON AND  
THE TOWN OF AVON**

**WHEREAS**, the City of Avon (the “City”) and the Town of Avon (the “Town”) desire to provide for the orderly development and extension of services to areas of the town that are or are about to become urban or suburban in character; and

**WHEREAS**, the City and the Town wish to encourage development and extension of services to properties in an orderly manner;

**WHEREAS**, the City and the Town desire to limit annexation to designated growth areas in order to provide for protection against leap frog development, unnecessary conflict between urban growth and agricultural activities, property tax impacts, and undue development pressure outside of areas planned for development;

**WHEREAS**, the City and the Town desire to provide for joint planning for areas designated for orderly annexation; and

**WHEREAS**, the City and the Town have reached an agreement, which is in the best interests of both citizens of the City and the citizens of the Town.

**NOW, THEREFORE, IT IS RESOLVED, BY THE COUNCIL OF THE CITY OF AVON AND THE BOARD OF SUPERVISORS OF THE TOWN OF AVON:**

**JOINT RESOLUTION AS TO ORDERLY ANNEXATION AREA**

1. **Description of Area Designated for Orderly Annexation.** The property described on **EXHIBIT A** and set forth on the map as **EXHIBIT B** is subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the City and the Town designate this area for orderly annexation as provided by statute.
2. **Office of Administrative Hearings, Municipal Boundary Adjustments Unit.** Upon approval by the parties, this Agreement shall confer jurisdiction upon the director of the Office of Administrative Hearings, Municipal Boundary Adjustments Unit (hereinafter the “Director”).

3. **No Alterations of Boundaries.** The City and the Town mutually state that no alteration by the Director of the boundaries of those areas designated by this Agreement for orderly annexation is appropriate. The Director may review and comment but may not alter the boundaries.
4. **Conditions for Annexation.** The City and the Town mutually agree that this Resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the Director is necessary. The Director may review and comment, but shall, within thirty (30) days, order annexation, subject to the provisions of this Agreement.
5. **Approval Process.** The City and the Town mutually state that properties in the area described on **EXHIBIT A** and set forth on the map as **EXHIBIT B** (hereinafter “Annexation Area”) or a portion thereof shall be annexed to the City by the Director upon receipt of the resolution of the Joint Planning Board to be formed under this Agreement. The Joint Planning Board shall adopt a Resolution approving an annexation of property within the Annexation Area when any of the following have been met:
  - A. **Petition of Property Owner.** (1) the Joint Planning Board receives a petition requesting annexation signed by owners of 100% of individual parcels of record for properties in the area proposed for annexation; (2) the property proposed for annexation is contiguous to the City; and (3) the annexation has the approval of the City Council.
  - B. **Residentially Developed Property (“Neighborhoods”).** (1) the Joint Planning Board receives a petition requesting annexation signed by sixty percent (60%) of the individual parcels of record for the Neighborhood requesting annexation; (2) the Neighborhood proposed for annexation is contiguous to the City; and (3) the annexation has the approval of the City Council. The Joint Planning Board may alter the boundaries of the Neighborhood or add to the Neighborhood so long as such properties are contiguous residentially developed properties contained within the Annexation Area. If the City annexes a Neighborhood, the City must annex the entire Neighborhood. A neighborhood will be defined as a platted subdivision and/or those parcels identified in the attached Appendix A: AVON JOINT PLANNING BOARD NEIGHBORHOOD DEFINITION LIST. Said Appendix A shall be considered a permanent part of this document.
  - C. **Surrounded Properties.** (1) the property is located within the Annexation Area; (2) the property has been completely surrounded by land within the City for at least five years; (3) the property is two acres or less in size; and (4) the annexation has the approval of the City Council. ”Surrounded” includes areas with boundaries that would surround or touch one another

but for an intervening road, railroad, waterway, public trail, or parcel of publicly owned land.

- D. Public Property. (1) the property is located within the Annexation area; (2) the property is owned by the City; and (3) the annexation has the approval of the City Council.
- E. Township and City Agree. (1) the annexation is approved by the Town Board; and (2) the annexation is approved by the City Council.

**6. Provision of Municipal Utility Service.**

- A. Assessment Rates. Assessment or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection to said service.
- B. Time-line for Connection. Annexed properties must connect to municipal services within one year of the earlier of one of the following:
  - (1) The property owner petitions for service;
  - (2) The property is sold or otherwise transferred for purposes other than agricultural;
  - (3) The property's septic system is failing;
  - (4) State or Federal law requires connection; or
  - (5) Nine years have past since the property was annexed to the City.
- C. No Assessments for Utilities Running Past Township Property. The City will not assess or charge township properties for utilities running in front or past those properties unless the properties are connected to the utilities by agreement between the Town Board and City Council. These properties may be subject to deferred assessments and/or connection charges payable at the time of the property's annexation and connection to the City.
- D. City Rights Regarding Utilities. The City shall have the following rights relating to municipal utilities:
  - (1) The City may pass an ordinance prohibiting the installation of new septic systems within City limits.

- (2) The City may inspect individual septic systems, wells and tanks of properties requesting annexation prior to approving the annexation of property into the City.
- (3) The City may refuse to annex property if the City does not receive adequate number of property owners within the area to be annexed to commit to connect to municipal services.

E. Prohibition on New Subdivisions with Septic Systems. The City shall not allow any new residential subdivisions with septic systems.

7. **Revenue Sharing.** In respect to annexed properties, the City shall annually rebate to the Town the following portion of property taxes collected by the City:

For six (6) years following the annexation of the property (whether commercial, industrial, residential, agricultural, developed or undeveloped), the City will rebate to the Township (prior to December 31<sup>st</sup> of each year) an amount equal to the property taxes collected by the Town for the property in the year of annexation (calculated by multiplying the assessor's market value for the annexed property in the year of annexation by the capacity rate of the Town in the year of annexation). It is the intent of the parties that the payment will be calculated based upon values and the tax rate for taxes payable in the year of annexation (based upon the date the City Council passes its resolution calling for the annexation). This fixed amount will then be paid each year during the 6 year term.

8. **Tax Rate Step-Up.** For all developed properties existing in the Town on the effective date of annexation, the City will provide for a 5 year transition from the Town's tax rate to the tax rate of the City if the property does not receive City sanitary sewer and water. During this transition period annexed properties' tax rates will be increased in substantially equal proportions over a 5 year period to equal the tax rate on the property already within the City. However, if the property hooks up to either City sanitary sewer or water, then the property may be taxed at the full City rate.

9. **Other Annexations.**

A. Other Annexations Limited. The City will not initiate any annexation action for property outside of the Orderly Annexation area except by agreement with the Town Board. The City may only annex property in accord with the terms of this Agreement and under the process identified in this Agreement.

B. Property Owners Rights. Property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustment outside of the Orderly Annexation area. The City

will not support any property owner initiated annexation petition for areas that are located outside of the Orderly Annexation area designated by the Agreement. In accordance with Minnesota Statutes Chapter 414.0325, Subd. 6, this Agreement provides the exclusive means for the City of Avon to annex property identified herein. Upon a request of a property owner, the Joint Planning Board will consider the appropriateness of adjusting the boundaries of the Annexation Area to include additional properties. The Joint Planning Board will then make a recommendation to the City Council and the Town Board as to the appropriateness of any changes.

- C. City and Town Agreement. The City and Town may agree to annex properties outside of the Annexation Area, after receiving input from the Joint Planning Board. Such an agreement will require the affirmative vote of the City Council and the Town Board.

**10. Joint Powers Board.**

- A. Creation of Board. The parties agree to form a Joint Planning Board, pursuant to Minnesota Statutes Chapter 471.59, to exercise planning and land use control over the Annexation Area. The Joint Planning Board will meet at least once annually and more frequently as required to conduct business which may come before the Joint Planning Board. The annual meeting shall be scheduled for the second Monday in April.
- B. Make-up of Board. The Joint Planning Board will be made up of two representatives (one planning commission member and one Town Board member) from the Town appointed by the Town Board on an annual basis and two representatives of the City (one planning commission member and one City Council Member) appointed by the City Council on an annual basis. The Mayor of the City and the Chair of the Town Board shall serve as alternate members for their respective entities to serve in place of their regular appointees if the regular member is unavailable or has a conflict of interest. Appointees will serve until their replacement is appointed and seated. Each entity shall pay its appointees per diem. The Chair of the Joint Planning Board will be rotated between City and Town appointees. The first Chair will be selected between the City and Town by coin toss. Action by the Joint Planning Board shall require the affirmative vote of 3/4ths of the total membership of the Board. If the Board is unable to resolve a split decision the City and Town will hold a joint meeting to address the issue.
- C. Zoning & Subdivision Ordinances. The Joint Planning Board will adopt the zoning and subdivision regulations of Stearns County (Ordinance 209) for properties located in the Annexation Area, however, no subdivisions

for residential development will be permitted unless the property is annexed and City sanitary sewer and water is provided to the area. However, this prohibition will not prohibit a one-lot plat from an existing unplatted parcel. The Joint Planning Board may adopt alternative ordinances by the unanimous vote of all Joint Planning Board Members. The City's ordinances will apply to annexed properties. The Joint Planning Board will not adopt enforcement of the Building Code.

- D. Retention of Police Powers. The Township and County will retain general police powers over the Annexation Area prior to the annexation of the property to the City. This includes without limitation regulations over township roads, issuance of driveway permits, and the regulation of nuisances.
- E. Permit Fees. The Permit fees charged by the Joint Planning Board shall be those of the Town. The Township shall retain inspection fees for inspections completed by Township staff. The Township shall retain permit application fees provided the Township pays for publications. Where the County retains inspection authority, fees shall be established by the County and retained by the County for their services. The Joint Planning Board may agree to an alternative fee schedule and/or a different arrangement with regard to fee sharing.
- F. Staff. The Joint Planning Board staff duties shall initially be allocated as follows: City staff to clerk and notice the Joint Planning Board meetings; Township Clerk and Zoning Administrator to provide for publication of zoning requests to the extent required by law; Township Zoning Administrator to provide reports to the Joint Planning Board on applications; Township Zoning Administrator to provide for inspections (except where such duties have been delegated to the County). To the extent possible, the Joint Planning Board will use the services of Stearns County Environmental Services for shoreland, wetlands, septic inspection, feedlot and related type issues. The Joint Planning Board may agree to a different staffing arrangement.
- G. Comprehensive Plan. The Joint Planning Board will participate in an advisory capacity in the development of the City's Comprehensive Plan and subsequent reviews. After completion of the City's Comprehensive Plan, the Joint Planning Board will review whether changes to the Annexation Area should be recommended to the City and Town.
- H. Planning and Zoning in the Annexation Area. The following provisions will apply within the Annexation Area (a/k/a the Joint Planning Area) and may not be altered except by the Agreement of both the City Council and the Town Board:

- (1) Continuation of Farming Operations. The Joint Planning Board will adopt measures to ensure that any farm land that is in existence at the time of the execution of this Agreement may continue to be farmed and developed as a farming enterprise including the construction and expansion of agricultural buildings, the maintenance of livestock, the employment of manure storage facilities and any and all agricultural practices that are employed by the land owner or their successors or assigns subsequent to the execution of this Agreement, provided, that such activities are in accord with federal and state laws. Any feedlot which is entitled to the protection of this paragraph must be an existing and operating feedlot at the time this Agreement is signed by the City and Town.
  
- (2) City Setbacks from Farm Operations. The City will adopt measures to ensure that no new residential homes are constructed within 500 feet of structures used to house animals (or which are considered operating feedlots with livestock according to Minnesota Rules) and located on land employed and engaged in agricultural business endeavors. This provision is not intended to apply to new residential structures constructed on the same parcel as the agricultural structures.
  
- (3) Development. It is the directive to the Joint Planning Board to ensure that regulations adopted by the Joint Planning Board permit existing businesses and farms located within the orderly annexation area to expand as necessary in accord with federal, state and local laws. It is also the directive to the Joint Planning Board that, with the exception of expansions of existing facilities and expansion of agricultural operations, the Board will limit new residential, commercial and industrial development within the orderly annexation area prior to annexation of the property into the City and the provision of municipal sewer and water services. The Joint Planning Board may review permits for new septic system installations to provide an opportunity to discuss timing of future municipal sanitary sewer service extensions.
  
- (4) Development of Annexed Properties. The Joint Planning Board, the City, and the Town shall all adopt a policy which requires that Developers seeking to develop land within the orderly annexation area provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production. These policies will require that a notification be incorporated into the

City's developer agreements and recorded with approved plats. All notifications must be approved by the Joint Planning Board.

- (5) Existing Rural Uses. The parties acknowledge that certain uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Town acknowledge that Minnesota Statutes Section 462.357 provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.
- (6) Involvement of Joint Planning Board After Annexation. The Joint Planning Board shall have authority to review and comment on the following relating to the development of property annexed to the City from the Annexation Area:
  - a. Drainage plans to ensure that drainage from the development of the property does not negatively impact Township properties.
  - b. Concept plan (general development layout and land use) as well as material changes to development layout.
  - c. Sewer and water lines and utility locations providing service to the property if those lines are located on Township property.
  - d. Traffic/roadway access to and from the subject property.
- (7) Review of Annexation Requests. The Joint Planning Board shall review all annexation requests to ensure that they are in compliance with this Agreement.
- (8) Forum for Discussion. The Joint Planning Board will serve as a forum for the discussion of any issues that arise between the City and the Town.
- (9) Further Assurances. The parties agree to adopt ordinances or take other action necessary to ensure the enforceability of the above provisions.

## 11. Roads.

- A. Adequate Road Access for Development of Annexed Properties. The City agrees to work with the County and the Town to ensure that adequate road access is provided to annexed properties at the time they are developed. This will be accomplished in part through the involvement of the Joint Planning Board in concept plan approval.
  - B. Existing Town Roads. The Town shall maintain Town roads in existence at the time of the execution of the Agreement until lands on both sides of said Town roads are annexed to the City.
  - C. Undue Burden on Town Roads. The Joint Planning Board will establish a maintenance schedule and cost sharing formula based upon anticipated use. The maintenance schedule must consider the Town's historical schedule and maintenance schedule for other roadways in the Town. The Joint Planning Board may develop restrictions on construction vehicles using Township roadways within the Orderly Annexation area, and may require road damage deposits from developers.
  - D. Utilities in Town Roads. The Town will allow the City provide financial assistance to locate municipal utilities in Town roadways subject only to reasonable regulation. The Joint Planning Board will recommend conditions and regulations for any proposed City utility locations in Town roadways.
12. **Costs Associated with OA Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.
  13. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Agreement by filing a request for mediation with the Bureau of Mediation Services within 30 days after one party notifies the other party of existence of a dispute under this Agreement.
  14. **Venue.** The venue for all actions concerning this Agreement shall be Stearns County, Minnesota.
  15. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.
  16. **Severability and Repealer.** All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict with this Resolution, are hereby repealed. If any section of this Joint Resolution and Agreement is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Town will seek to have any provision of this Agreement declared

null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

17. **Effective Date.** This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.
18. **Amendments.** Any amendment to this Joint Resolution and Agreement will require a public hearing by the Joint Planning Board and adoption and approval by the City Council and Town Board.
19. **Termination of OA Agreement.** The parties agree that they will, at a minimum, either meet or request the Joint Planning Board to consider potential changes and adjustments to this Agreement on an annual basis. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2025. At least 6 months prior to December 31, 2025, the City and Town agree to meet and decide on the terms of a ten year extension to this Agreement. In the event the Town and the City are unable to agree on the terms of the 10 year extension, the City and Town shall use good faith efforts toward a mediated extension pursuant to paragraph 13 of this Agreement. Notwithstanding the termination of this Agreement, the provisions of Sections 6, 7, and 8 of this Agreement shall remain binding after the termination of the Agreement for all properties annexed under the terms of this Agreement prior to its termination.
20. **Wellhead Protection Plan.** The City has approved a Wellhead Protection Plan (“WPP”) that applies to some of the properties described on Exhibit A and shown on Exhibit B. The City’s WPP is shown on the attached Exhibit E. The Township shall cooperate with the City in implementing the WPP in the Annexation Area in a manner similar to that which is implemented by the City within the City limits.
21. **Annual Meeting of City Council and Town Board.** The City Council and Town Board shall meet at least annually to discuss issues of concern to the City or Town and to further cooperation between the two entities in implementing this Agreement.

**JOINT RESOLUTION AS TO ANNEXATION  
OF MELTON/GERTKEN/MITCHELL PROPERTIES**

1. **Designation of Melton/Gertken/Mitchell Orderly Annexation Area.** The Town and City designate the area set forth in the legal description of the properties attached as **EXHIBIT C** and set forth on the map attached as

**EXHIBIT D** (designated property) as subject to orderly annexation pursuant to Minnesota Statutes ' 414.0325.

2. **Department of Administration, Municipal Boundary Adjustments'**  
**Jurisdiction**. Upon approval by the Town Board and City Council, this Joint Resolution shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustments to approve annexation of the designated property pursuant to Minnesota Statutes ' 414.0325.
3. **No Alteration of Boundaries**. The Town and City agree and state that no alterations by the Department of Administration, Municipal Boundary Adjustments of the designated property's stated boundaries is appropriate.

4. **Department of Administration, Municipal Boundary Adjustments' Review and Comment.** The Town and City agree and state that this Joint Resolution sets forth all the conditions for annexation of the designated property, and no consideration by the Department of Administration, Municipal Boundary Adjustments is necessary. The Department of Administration, Municipal Boundary Adjustments may review and comment, but shall order the annexation of the designated property according to this Joint Resolution's terms within 30 days of the Department of Administration, Municipal Boundary Adjustment's receipt of this Joint Resolution.
5. **Planning and Land Use Control Authority.** Upon the annexation's effective date, the City's zoning regulations and land use controls shall govern the designated property.
6. **Acres and Population.** The designated property consists of 307.41 acres and has a current population of 6.
7. **Revenue Sharing.** In respect to the annexed Melton/Gertken/Mitchell properties, the City shall for six years following the annexation of the property rebate to the Township an amount equal to the property taxes collected by the Town for the property in the year of annexation. This fixed amount will then be paid each year during a six-year term.
8. **Authority of Joint Planning Board.** The Joint Planning Board may review and comment on drainage plans, concept plans, sewer and water lines, utility locations, and traffic/roadway access issues with respect to the Melton/Gertken/Mitchell properties pursuant to paragraph 10H(6) of the Joint Resolution as to Orderly Annexation Area.
9. **Authorization.** The Town and City have authorized the appropriate officers to carry this Joint Resolution's terms into effect.
10. **Modification.** The Town and City may modify, amend or terminate this Joint Resolution only by a mutually signed, written agreement.
11. **Severability.** A determination by any court of competent jurisdiction that any provision of this Joint Resolution is invalid, illegal or unenforceable shall not affect the validity of this Joint Resolution's other provisions. If any of this Joint Resolution's provisions is inapplicable to any person or circumstance, it shall still remain applicable to all other persons or circumstances.
12. **Effective Date.** This Joint Resolution shall be effective from the date of the Department of Administration, Municipal Boundary Adjustment's order calling for the designated property's annexation to the City.

13. **Governing Law.** Minnesota law will govern this Agreement.

The Township of Avon Board of Supervisors adopted this Joint Resolution on the 17<sup>th</sup> day of August 2005.

The Joint Resolution was amended the 13<sup>th</sup> day of April 2009

The Joint Resolution was amended the 8<sup>th</sup> day of June 2009.

**TOWNSHIP OF AVON**

By \_\_\_\_\_  
Town Chair

ATTEST:

\_\_\_\_\_  
Town Clerk

The Avon City Council adopted the Joint Resolution on the 17<sup>th</sup> day of August 2005.

The Joint Resolution was amended the 13<sup>th</sup> day of April 2009

The Joint Resolution was amended the 8<sup>th</sup> day of June 2009.

**CITY OF AVON**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Administrator

**EXHIBIT A**

**ORDERLY ANNEXATION AREA  
LEGAL DESCRIPTION**

**All of the following property located in Township 125, Range 30 North, Stearns County, Minnesota:**

**Section 15:**

The South Half of the Southwest Quarter (S ½ of SW ¼) of Section 15, Township 125, Range 30 North, Stearns County, Minnesota;

**Section 16:**

The Southeast Quarter of the Southeast Quarter (SE ¼ of SE ¼) of Section 16, Township 125, Range 30 North, Stearns County, Minnesota;

**Section 20:**

That part of the South Half (S ½ ) of Section 20, Township 125, Range 30 North, Stearns County, Minnesota, lying Southerly and Westerly of the southern right of way line of County Road 54; AND the following parcel in Section 20 and Section 21:

**(Lundberg)**

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty (20), Township One Hundred Twenty-five (125) North, of Range Thirty (30) West and that part of Government Lot Six (6) of Section Twenty-one (21), Township One Hundred Twenty-five (125), Range Thirty (30), according to the U.S. Government Survey thereof, Stearns County, Minnesota, described as follows: Commencing at the Southwest corner of the North 1,200.00 feet of the NE ¼ SE ¼ of said Section 20, thence South 00°55'21" West (assumed bearing); along the West line of the NE ¼ SE ¼ and the West line of the SE ¼ SE ¼ of said Section 20, 1,182.02 feet more or less; to the North right of way line of the discontinued Burlington Northern Railroad; said point being on a 2,939.79 foot radius curve; concaved to the South; thence Easterly along said right of way line; along said curve; 332.60 feet; to the East line of the West 325.00 feet of said SE ¼ SE ¼ thence North 00°55'21" East; along said East line of West 325.00 feet; 540.57 feet to the point of beginning of the land to be described, said point being 596.23 feet Southerly of the North line of said SE ¼ SE ¼; thence South 00°55'21" West; along said East line of west 325.00 feet; 540.57 feet to the North right of way line of the discontinued Burlington Northern Railroad; said point being on a 2,939.79 foot radius curve; concaved to the South and the center of said curve bears South 16°17'28" West; thence Southeasterly along said curve; central angle of 09°50'51"; radius of 2,939.79 feet; are length of 505.27 feet to the South line of said Section 20; thence South 89°52'43" East along the South line of said Section 20 non-tangent to last said line 516.74 feet to the Southeast corner of said Section 20; thence South 89°20'17" East along the South line of said Section 21 1,005.00 feet more or less to the lakeshore of Lower

Spunk Lake; thence Northerly; along said lakeshore; to its intersection with a line which bears South 89°20'17" East from the point of beginning; thence North 89°20'17" West, along said line 1,910.00 feet more or less to the point of beginning.

**Section 21:**

The Northeast Quarter (NE ¼) of Section 21, Township 125, Range 30 North, Stearns County, Minnesota, LESS AND EXCEPT that part of the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) lying South of right of way line of County Road 9, all in Section 21; and together with all of Kopyy Addition according to the plat thereof on file in the Stearns County Recorder's Office and all of Brix Addition according to the plat thereof on file in the Stearns County Recorder's Office; and the following nine parcels:

**Parcel 1 (Danzl):**

That part of Government Lot Three (3), of Section Twenty-one (21), in Township One Hundred Twenty-five (125) North, of Range Thirty (30) West, described as follows, to-wit: Commencing at the NW Corner of the NE ¼ of said Section 21, thence South 00° 11' East 48.60 feet, thence South 36° 17' East 1,768.80 feet, thence South 00° 53' East 809.20 feet, thence South 22° 59' East 177 feet, thence North 87° 24' 50" West 181.35 feet, thence South 00° 50' West 255.71 feet to the point of beginning of the tract herein described; thence North 00° 50' East 255.71 feet, thence South 87° 24' 50" East 181.35 feet, thence North 22° 59' West 73.17 feet, thence North 87° 24' 50" West 152.35 feet, thence North 00° 50' East 368 feet, more or less, to a point that is 700 feet South of the North line of said Govt. Lot 3, thence along a line parallel with and 700 feet South of the North line of said Govt. Lot 3 Ely 300 feet, more or less, to a point on the East line of said Govt. Lot 3, thence Sly along the East line 874 feet more or less to the shore of Lower Spunk Lake, thence NWly along the lakeshore 307 feet more or less to a point that is South 00° 50' West of the point of beginning, thence N 00° 50' East 21 feet more or less to the point of beginning, in Stearns County, Minnesota.

**Parcel 2 (Phillipi):**

A tract of land lying in and being a part of Government Lot 2, in Section 21, Township 125 North, Range 30 West, described as follows, to wit: Beginning at the Northeast corner of "Brix Addition," as platted and of record in the Office of the County Recorder in and for Stearns County, Minnesota; thence West along the North line of Brix Addition a distance of 130.94 feet; thence North at right angles a distance of 300.41 feet, more or less, to an intersection with the southwesterly said right of way line of said State Aid Road and the actual point of beginning of the land to be described; thence Northwesterly, along said southwesterly right of way line a distance of 530.50 feet, more or less, to the west line of Government Lot 2; thence southerly along west line of Government Lot 2 to the shoreline of Lower Spunk Lake; thence continue southerly along the shoreline of Lower Spunk Lake to its intersection with a line bearing South 67 degrees 47 minutes West from the point of beginning; thence North 67 degrees 47 minutes East, 151 feet more or less, to the point of beginning.

**Parcel 3 (Brinkman):**

A tract of land lying in and being part of Government Lot Two (2) in Section Numbered Twenty-one (21), in Township Numbered One Hundred Twenty-five (125) North, of Range Numbered Thirty (30) West, described as follows: Beginning at a point on the Westerly right-of-way line of State Aid Road number Nine, said point being 94.10 feet West and 212.10 feet North of the NE corner of Lot 1, of Brix Addition, as platted and of record in the Office of the Register of Deeds, in and for Stearns County; thence North 22 degrees 13 minutes West along the said Westerly line of said State Aid Road Number Nine (9), 100 feet; thence South 67 degrees 47 minutes West 151 feet, more or less, to the Shore Line of Lower Spunk Lake; thence SWly along said Shore line 104.50 feet, more or less to a point on said Shore Line, said point being 67 degrees 47 minutes SW of the point of beginning; thence North 67 degrees 47 minutes East, 187 feet to the point of beginning and there terminating.

**Parcel 4 (Jagielski):**

A tract of land lying in and being a part of Government Lot Two (2) in Section Twenty-One (21), Township One Hundred Twenty-Five (125), North of Range Thirty (30) West, described as follows: Beginning at a point of the Westerly Right of Way Line of State Aid Road Nine (9), said point being 94.10 Feet West and 212.10 Feet North of the Northeast Corner of Lot One (1) of Brix Addition, as platted and of record in the Office of the Register of Deeds, in and for Stearns County, Minnesota; thence South 67 Degrees 47 Minutes West, 187 Feet more or less, to the Shore Line of Lower Spunk Lake; thence Southwesterly along said Shoreline, 138.30 Feet to a point on said Shore Line, said point being 15 Feet due North of the South Line of said Government Lot Two (2); thence due East, parallel with and distant 15 Feet from said South Line of said Government Lot Two, 268.80 Feet to an intersection with the said Westerly Right of Way Line of said State Aid Road No. Nine; thence Northwesterly along said Westerly Right of Way Line, 213.70 Feet to the point of beginning and there terminating, said tract containing .83 Acres, more or less, all in Stearns County, Minnesota.

**Parcel 5: (Richard and Jeanne Olson)**

That part of Government Lot 1, Section 21, Township 125, Range 30, Stearns County, Minnesota described as follows:

Beginning at a point on Line 1 described below distant 1220.34 feet northwesterly, as measured along said Line 1, of its point of beginning; thence South 58° 53' 32" West for 334.23 feet; thence North 33° 00' 50" West for 186.39 feet; thence North 29° 15' 12" East for 183.18 feet; thence North 58° 16' 50" East for 40.47 feet; thence North 74° 51' 50" East for 75.50 feet; thence North 60° 57' 31" East for 49.94 feet to said Line 1; thence Southeasterly along said Line 1 for 255.88 feet to the point of beginning.

Line 1: Beginning at the southeast corner of said Section 21, from which the east line of said section is assumed to bear North 0° 58' 23" East; thence North 0° 09' 45" East for 153.77 feet; thence deflect to the left along a tangential curve, having a radius of 758.45 feet and a central angle of 46° 09' 48", for 611.08 feet; thence North 46° 00' 03" West on tangent to said curve for 359.44 feet; thence deflect to the right along a tangential curve,

having a radius of 1188.91 feet and a central angle of 23° 45' 00", for 492.82 feet and there terminating; and

**Parcel 6 (Aksamit):**

That part of government Lot 1 of Section 21, Township 125, Range 30, Stearns County, Minnesota, described as follows: Commencing at the Southeast corner of Lot 3, Brix Addition, according to the recorded plat thereof; thence South 79 degrees 56 minutes 42 seconds East along the Southerly line of said Lot 3 extended 69.50 feet; thence South 29 degrees, 15 minutes 12 seconds West 114.78 feet to an iron monument in place, the point of beginning of the trace to be described; thence South 33 degrees 00 minutes 50 seconds East 283.12 feet to an iron monument in place; thence South 17 degrees 14 minutes 46 seconds West 285.89 feet; thence North 72 degrees 45 minutes 14 seconds West 235.96 feet to the Easterly right of way line of lane as platted; thence North 17 degrees 14 minutes 46 seconds East along the Easterly line of said lane 408.87 feet; thence North 14 degrees 49 minutes 46 seconds East along the Easterly line of said lane 57.20 feet; thence South 75 degrees 10 minutes 14 seconds East 20.67 feet to the point of beginning; which lies Northeast of a line drawn parallel with and 190.72 feet Northeasterly, of, as measured at right angles to the Southwest line thereof.

**Parcel 7 (Johnson):**

That part of Government Lot 1, Section 21, Township 125, Range 30, Stearns County, Minnesota described as follows: Commencing at the Southeast corner of Lot 3, Brix Addition, a recorded plat on file in the office of the County Recorder, Stearns County; thence South 79° 56' 42" East along the Southerly line of said Lot 3 extended 69.50 feet; thence South 29° 15' 12" West 114.78 feet to an iron monument in place, the point of beginning of the tract to be described; thence South 33° 00' 50" East 283.12 feet to an iron monument in place; thence South 17° 14' 46" West 285.89 feet; thence North 72° 45' 14" West 235.96 feet to the easterly right of way line of Lane as platted; thence North 17° 14' 46" East along the Easterly line of said Lane 408.87 feet; thence North 14° 49' 46" East along the Easterly line of said land 57.20 Feet; thence South 75° 10' 14" East 20.67 feet to the point of beginning.

**Parcel 8 (Karasch):**

A tract of land lying in and being a part of Government Lot 1 (1) of Section Twenty-One (21) in Township One Hundred Twenty-Five (125) North of Range Thirty (30) West bounded by a line described as follows, to-wit: commencing at the southeast corner of Lot 1 of Brix Addition (being a platted subdivision in said Government Lot 1), thence in a westerly direction along the southerly boundary line of said Lot 1 of Brix Addition a distance of 184.40 feet to an iron monument being the northeast corner of Lot 2 of said Brix Addition, thence in a southwesterly direction along the easterly boundary line of said Lot 2 of said Brix Addition a distance of 30 feet to a point, thence south 71° 45' east a distance of 85.20 feet to a point, thence north 58° east a distance of 46.00 feet to a point, thence north 74° 35' east a distance of 75.00 feet to a point on the westerly right-of-way line of State Aid Road #4 in Government Lot 1, thence in a northwesterly direction along said westerly right-of-way line of said road a distance of 12 feet to the point of beginning and there terminating.

ALSO, a tract of land lying north of said Government Lot 1 described as follows: bounded on the south by the northerly boundary line of Lot 1 of said Brix Addition, on the west by the easterly shore of lower Spunk Lake, on the east by the westerly right-of-way line of State Aid Road # 4 and on the north by the line parallel to and distance 15 feet (measured at right angles) from the said Northerly boundary line of said Lot 1 and said Brix Addition.

**Parcel 9 (Rausch):**

All that part of the East 124' of Government Lot 1 Lying North of County Road 9 Township 125, Range 30 North, Stearns County, Minnesota.

**Section 22:**

All of Section 22, Township 125, Range 30 North, Stearns County, Minnesota, EXCEPT Keppers Addition according to the plat thereof on file in the Stearns County Recorders Office, and LESS AND EXCEPT Alcott Acres according to the plat thereof on file in the Stearns County Recorder's Office, and LESS AND EXCEPT Sunridge at Avon according to the plat thereof on file in the Stearns County Recorder's Office and LESS AND EXCEPT the following parcel:

**(Kierzek)**

The North Half of the Northeast Quarter (N ½ NE ¼) and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), all in Section 22, Township 125 North, Range 30 West. LESS AND EXCEPT: That part of the East Half of the Northeast Quarter (E ½ NE ¼) of said Section 22, lying Southeasterly of Stearns County Highway No. 155 (now platted as the Sunridge of Avon, according to the plat and survey of record in the office of the Stearns County Recorder). Parcel No. 03.00948.0000

**Section 27:**

The Northeast Quarter (NE ¼) of Section 27, Township 125, Range 30 North, Stearns County, Minnesota, Government Lot 5, Government Lot 6, and that part of Government Lot 3 lying northerly of the right of way of Interstate Highway 94, LESS AND EXCEPT Achmann Addition according to the plat thereof on file in the Stearns County Recorder's Office, and the Southeast Quarter (SE ¼) of Section 27, and LESS AND EXCEPT the following four parcels:

**Parcel 1: Melton**

That part of the Southwest Quarter of the Southeast Quarter and that part of Government Lot 2, Section 27, Township 125 North, Range 30 West of the 5<sup>th</sup> Principal Meridian, Avon Township, Stearns County, Minnesota, described as follows:

Beginning at the northwest corner of the south 540 feet of said Southwest Quarter of the Southeast Quarter; thence North 00° 13' 03" East on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 528.71 feet; thence South 89° 51' 48" East, a distance of 366.76 feet; thence North 00° 09' 05" East, a distance of 355.11 feet; thence north 89° 51' 48" West, a distance of 366.35 feet to the

west line of said Government Lot 2; thence North 00° 13' 03" East along the west line of said Government Lot 2, a distance of 51.22 feet to the southerly right-of-way line of Stearns County Road 159; thence North 81° 56' 46" East along said right-of-way line, a distance of 34.73 feet; thence North 41° 28' 46" East, a long said right-of-way line, a distance of 150.19 feet; thence easterly 705.81 feet along said right-of-way line and along a non-tangential curve concave to the south, having a radius of 5546.58 feet and central angel of 07° 17' 28" the chord of said curve bears North 86° 58' 08" east, thence South 89° 23' 08" East along said right-of-way line and tangent to said curve, a distance of 501.19 feet, more or less to the east line of said Government Lot 2, thence South 00° 25' 28" West along the east line of said Government Lot 2 and along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 1107.84 feet, more or less to the northeast corner of south 540.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 88° 59' 33" West along the north line of said south 540.00 feet, a distance of 1334.91 feet more or less to the point of beginning. In addition to the above described property, Grantor also conveys any interest in and to the land located under the I-94 corridor. Together with an easement for road purposes over the South 66 feet of the tract excepted below which shall provide Grantee ingress and egress to the property conveyed to him which lies Easterly of said excepted tract; and that part of the Southwest Quarter of the Southeast Quarter and that part of Government Lot 2, Section 27, Township 125 North, Range 30 West of the 5<sup>th</sup> Principal Meridian, Avon Township, Stearns County, Minnesota, described as follows:

Commencing at the northwest corner of the south 540.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 13 minutes, 03 seconds East on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 528.71 feet; thence South 89 degrees 51 minutes 48 seconds East, a distance of 366.76 feet, to the point of beginning of the land to be described; thence North 00 degrees 09 minutes 05 seconds East, a distance of 546.88 feet to the southerly right-of-way line of Stearns County Road 159; thence easterly 200.36 feet along said right-of-way line and along a non-tangential curve concave to the south, having a radius of 5546.58 feet and central angle of 02 degrees 04 minutes 11 seconds, the chord of said curve bears North 86 degrees 46 minutes 28 seconds East; thence South 00 degrees 09 minutes 05 seconds West, a distance of 1095.96 feet; more or less to the north line of south 540.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 88 degrees 59 minutes 33 seconds West along the north line of said south 540.00 feet, a distance of 200.00 feet; thence North 00 degrees, 09 minutes, 05 seconds East, a distance of 534.29 feet to the point of beginning.

**Parcel 2: Kurtz**

That part of the Southwest Quarter of the Southeast Quarter and that part of Government Lot 2, Section 27, Township 125 North, Range 30 West of the Fifth Principal Meridian, Avon Township, Stearns County, Minnesota, described as follows:

Commencing at the northwest corner of the south 540.00 feet of said Southwest Quarter of the Southeast Quarter, thence North 00° 13' 03" East on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 528.71 feet, thence South 89° 51' 48" East, a distance of 366.76 feet, thence North 00° 09' 05" East, a

distance of 355.11 feet to the point of beginning of the land to be described, thence North 89° 51' 48" West, a distance of 366.35 feet to the west line of said Government Lot 2, thence North 00° 13' 03" East along the west line of said Government Lot 2, a distance of 51.22 feet to the southerly right-of-way line of Stearns County Road 159, thence North 81° 56' 46" East along said right-of-way line, a distance of 34.73 feet; thence North 41° 28' 46" East, along said right-of-way line, a distance of 150.19 feet, thence easterly along said right-of-way line and along a non-tangential curve concave to the south, having a radius of 5,546.58 feet and central angle of 07° 17' 28", the chord of said curve bears North 86° 58' 08" East, to a point which intersects a line drawn North 00° 09' 05" East of the point of beginning, thence South 00° 09' 05" West to the point of beginning and there terminating.

**Parcel 3: Columbia Gear**

That part of the Southwest Quarter of the Southeast Quarter, Section 27, Township 125 North, Range 30 West of the Fifth Principal Meridian, Avon Township, Stearns County, Minnesota, described as follows:

Beginning at the northwest corner of the south 540 feet of said Southwest Quarter of the Southeast Quarter; thence North 00° 13' 03" East on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 528.71 feet; thence South 89° 51' 48" East, a distance of 366.76 feet; thence South 00° 09' 05" West a distance of 534.29 feet; thence North 88° 59' 33" West along the North line of said South 540 feet to the point of beginning.

**Parcel 4: Schmid**

That part of the Southwest Quarter of the Southeast Quarter and that part of Government Lot 2, Section 27, Township 125 North, Range 30 West of the 5<sup>th</sup> Principal Meridian, Avon Township, Stearns County, Minnesota, described as follows: Commencing at the northwest corner of the south 540.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 13 minutes 03 seconds East on an assumed bearing along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 528.71 feet; thence South 89 degrees 51 minutes 48 seconds East, a distance of 366.76 feet, to the point of beginning of the land to be described; thence North 00 degrees 09 minutes 05 seconds East, a distance of 546.88 feet to the southerly right-of-way line of Stearns County Road 159; thence easterly 200.36 feet along said right-of-way line and along a non-tangential curve concave to the south, having a radius of 5546.58 feet and central angle of 02 degrees 04 minutes 11 seconds, the chord of said curve bears North 86 degrees 46 minutes 28 seconds East; thence South 00 degrees 09 minutes 05 seconds West, a distance of 1095.96 feet, more or less to the north line of south 540.00 feet of said Southwest Quarter of the Southeast Quarter; thence North 88 degrees 59 minutes 33 seconds West along the north line of said south 540.00 feet, a distance of 200.00 feet; thence North 00 degrees 09 minutes 05 seconds East, a distance of 534.29 feet to the point of beginning. Subject to easements of record, as well as the road easement over the South 66 feet thereof, as described above.

**Section 28:**

All of Government Lot 1 and Government Lot 9 of Section 28, Township 125, Range 30 North, Stearns County, Minnesota.

**Section 29:**

All of Section 29, Township 125, Range 30 North, Stearns County, Minnesota, LESS AND EXCEPT Sunnyside Addition according to the plat thereof on file in the Office of the Stearns County Recorder, and LESS AND EXCEPT the following two parcels:

**Parcel 1: O'Leary**

That part of Government Lot Number Three (3) of Section Twenty-Nine (29) Township One Hundred Twenty-five (125) north, Range Thirty (30) West, lying Southerly and Southeasterly of State Aid Road Number Nine (9), (also known as County Road Number 156), as now constructed and maintained, of that portion lying Easterly of the following described line, beginning at a point on the Southerly right of way line as State Aid Road Number Nine (9), (also known as County Road 156), and lying 200 feet Westerly of the Easterly boundary line of said Government Lot Three (3); thence Southeasterly to a point on the Northerly Shoreline lying 180 feet Westerly of the Easterly boundary line of said Government Lot Three (3), and excepting the Easterly 150 feet of said Government Lot Three (3), and excepting the Easterly 150 feet of said Government Lot Three (3), lying Southerly and Southeasterly of the State Aid Road Number Nine (9), (also known as County Road Number 156), as now constructed and maintained; AND ALSO that part of Government Lot Three (3) of Section 29, Township 125 North, Range 30 West, described as follows, to wit: The Westerly 75 feet of the Easterly 150 feet of said Government Lot 3, lying Southerly of County Road State Aid Highway No. 9, as now constructed and maintained, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota.

**Parcel 2: Schreiner**

That part of Government Lot NO. Three (3), of Section Twenty Nine (29), Township One Hundred Twenty Five (125) North, Range Thirty (30) West, lying Southerly and Southeasterly of State Aid Road No. Nine (9), as now constructed and maintained, excepting the easterly one hundred fifty (150) feet of said Government Lot Three (3), lying southerly and southeasterly of State Aid Road No. Nine (9), as now constructed and maintained.

**APPENDIX A  
AVON JOINT PLANNING BOARD  
NEIGHBORHOOD DEFINITION LIST**

Consider assignment of neighborhoods:

#1 Neighborhood will be the Kopy Addition plus that part of parcel number 03.00941.0000 (or it's successor parcel number) lying south of the centerline of Kopy Lane and west of the centerline of Stearns County Road 9 and parcel number 03.00940.0000 or it's successor parcel number.

#2 Neighborhood will be Shorewood Addition , Highland Terrace and parcel numbers:03.01020.0000, 03.01021.0000 and 03.01022.0000 or their successor parcel numbers.

#3 Neighborhood will be Brix Addition and parcel numbers: 03.00936.0000, 03.00937.0000, 03.00938.0000, 03.00947.0000, 03.00947.0002, and 03.00947.0004 or their successor parcel numbers.

#4 Neighborhood will be Liz Fisher Estates and the following parcel numbers: 03.01014.0000, 03.01016.0000, 03.01017.0000, 03.01019.0000, 03.01023.0000, 03.01024.0000, 03.01025.0000, 03.01026.0000 03.01027.0000, and 03.01338.0000 or their successor parcel numbers.

#6 Neighborhood will be and Posch Addition and parcel numbers: 03.00982.0000, 03.00990.0001 and 03.00990.0002 or their successor parcel numbers.

#7 Neighborhood will be Ehrlichman's Addition & Mildred's Addition