

by Tracey Gerhardt 648577



648577  
Page: 1 of 13  
09/11/2007 11:14A



RESOLUTION NO. 07-43

RESOLUTION ANNEXING CONTIGUOUS OR ADJACENT  
TERRITORY INTO THE CITY OF WILLISTON, NORTH DAKOTA

WHEREAS, There is an interrelationship and interdependence between the City of Williston and areas contiguous or adjacent thereto; and

WHEREAS, The governing body of the City of Williston desires to annex certain contiguous or adjacent territory;

NOW, THEREFORE BE IT RESOLVED By the City Commission of the City of Williston, North Dakota, in a regular meeting assembled, as follows, to-wit:

Section 1. Pursuant to the authority vested in this governing body by Section 40-51.2-07 of the North Dakota Century Code, the City of Williston adopts this Resolution annexing the following territory situated in Williams County, North Dakota, to-wit:

A parcel of land to be annexed into the City of Williston, Williams County, North Dakota located in the SE1/4 and the SW1/4 of Section 2, the NE1/4 of Section 10 and the NE1/4 and the NW1/4 of Section 11, Township 154 North, Range 101 West of the Fifth Principal Meridian more particularly described as follows:

**Area within Section 2:**

Commencing at the southeast corner of said Section 2;  
thence westerly along the south line of said Section 2 a distance of 560.00 feet to a point lying on the existing corporate limits of the City of Williston and the point-of-beginning;  
thence northerly perpendicular to the south line of said Section 2 following said corporate limits a distance of 33.00 feet to the southwest corner of Outlot 1 of said Section 2;  
thence northerly perpendicular to the south line of said Section 2 following said corporate limits a distance of 7.00 feet to the southeast corner of Lot 5 of the

KAV Subdivision of the City of Williston and the north right of way line of 42<sup>nd</sup> Street;

thence westerly along said corporate limits parallel to and 40.00 feet north of the south line of said Section 2 a distance of 420.03 feet to a point lying on the west right of way line of 4<sup>th</sup> Avenue West;

thence northerly following said corporate limits along the west right of way line of 4<sup>th</sup> Avenue West a distance of 340.04 feet to the southeast corner of Lot 5 of the said KAV Subdivision;

thence westerly following said corporate limits along the south line of Lot 5 of said KAV Subdivision extended a distance of 340.08 feet to a point on the eastern north-south  $\frac{1}{4}$   $\frac{1}{4}$  line of said Section 2;

thence northerly following said corporate limits along the eastern north-south  $\frac{1}{4}$   $\frac{1}{4}$  line of said Section 2 a distance of 530.46 feet to a point;

thence easterly following said corporate limits a distance of 30.00 feet to the north-west corner of Lot 1 of the said KAV Subdivision and the southern right of way line of 44<sup>th</sup> Street West;

thence easterly following said corporate limits along the south right of way line of 44<sup>th</sup> Street West a distance of 500.39 feet to a point of deflection in the south right of way line of 44<sup>th</sup> Street West;

thence southerly following said corporate limits along the south right of way line of 44<sup>th</sup> Street West a distance of 80.32 feet to a point of deflection in the south right of way line of 44<sup>th</sup> Street West;

thence easterly following said corporate limits along the south right of way line of 44<sup>th</sup> Street West a distance of 259.86 feet to a point on the west line of Outlot 1 of said Section 2;

thence northerly following said corporate limits along the west line of Outlot 1 of said Section 2 a distance of 60.00 feet to the southeast corner of Lot 4 of the Burnett Subdivision;

thence northerly along the east line of Lot 4 of the Burnett Subdivision a distance of 287.92 feet to the northeast corner of the Burnett Subdivision;

thence westerly along the north line of the Burnett Subdivision a distance of 759.15 feet to a point lying on the east line of the Edenloff Subdivision;

thence northerly along the east line of the Edenloff Subdivision a distance of 150.62 feet to the northeast corner of the Edenloff Subdivision which lies on the southern east-west  $\frac{1}{4}$   $\frac{1}{4}$  line of said Section 2;

thence westerly along the line common to the north line of the Edenloff Subdivision and the southern east-west  $\frac{1}{4}$   $\frac{1}{4}$  line of said Section 2 a distance of 495.00 feet to the northwest corner of the Edenloff Subdivision;

thence continuing westerly along the southern east-west  $\frac{1}{4}$   $\frac{1}{4}$  line of said Section 2 a distance of 3,342.00 feet to the east right of way line of 16<sup>th</sup> Avenue West;

thence southerly along the east right of way line of 16<sup>th</sup> Avenue West a distance of 1,322.21 feet to the south line of said Section 2;

thence easterly along the south line of said Section 2 a distance of 4,672.48 feet plus or minus to the Point of Beginning.

Said description contains 125.31 acres more or less.



WILLIAMS COUNTY, ND

RES 46.00

648577

Page: 2 of 13

09/11/2007 11:14A

**Area within Section 10:**

Beginning at the northeast corner of Section 10;  
thence westerly along the north line of said Section 10 a distance of 718.32 feet  
to a point lying on the existing corporate limits to the City of Williston;

thence continuing westerly following the said existing corporate limits along the  
north line of said Section 10 a distance of 1,420.49 feet to a point;  
thence southerly perpendicular to the north line of said Section 10 following the  
said existing corporate limits a distance of 33.00 feet to a point;  
thence easterly following along the said existing corporate limits along a line  
33.00 feet south of and parallel to the north line of said Section 10 a distance of  
2,138.81 feet to the east line of said Section 10;  
thence northerly along the east line of said Section 10 a distance of 33.00 feet  
plus or minus to the point-of-beginning.

Said description contains 1.62 acres more or less.

**Area within Section 11:**

Beginning at the northwest corner of said Section 11;  
thence easterly along the north line of said Section 11 a distance of 4,705.48 feet  
to a point lying on the existing corporate limits of the City of Williston;  
thence southerly perpendicular to the north line of said Section 11 following the  
said existing corporate limits a distance of 33.00 feet to a point;  
thence westerly following the said existing corporate limits along a line 33.00 feet  
south of and parallel to the north line of said Section 11 a distance of 4,705.48  
feet to a point on the west line of said Section 11;  
thence northerly along the west line of said Section 11 a distance of 33.00 feet  
plus or minus to the point-of-beginning.

Said description contains 3.56 acres more or less.

(See attached map of annexed area)

Section 2. Authorization for Annexation is proper after the City Commission adopted  
a resolution describing the property to be annexed.

The Board of City Commissioners held a public hearing on the 27<sup>th</sup> day of October, 2005  
at seven o'clock p.m. (7:00 p.m.) to hear and to determine the sufficiency of any protests that  
are filed with the City Auditor at the Williston Public Library.

Section 3. Written protests were received and filed by the owners of more than one-  
fourth of the territory proposed to be annexed. The matter was taken to mediation. After  
completion of the mediation process, 95.71% of the owners of the territory proposed to be  
annexed agreed to or did not protest the annexation.

Section 4. Said Petition for annexation of the territory described in Section 1 hereof  
and the proceedings had thereon are legally sufficient in all respects. That no legal cause has  
been shown why said Petition for annexation should not be, in all things, granted and said  
territory annexed.

6485  
Page: 3  
09/11/20

14A

RES 46.00

WILLIAMS COUNTY, ND

**Section 5.** A copy of this Resolution with an accurate map of the said annexed territory certified by the President of the Board of City Commissioners as the Executive Officer of said City, shall be filed and recorded in the office of the Recorder of Williams County, North Dakota, in which said annexed territory is situated.

**Section 6.** Wherever any ordinance or resolution having current or prospective operation in force to the westernmost limits of the City of Williston, such ordinance or resolution, as the case may be, is hereby amended and shall be construed so as to include the said annexed territory.

The motion for the adoption of the foregoing Resolution was made by Commissioner Lawson, and was duly seconded by Commissioner Underhill, and upon vote being taken thereon, the following Commissioners voted Aye: Underhill, Lawson and Koeser and the following voted Nay: None. Absent and not voting: Bekkedahl.

Attested by:

  
John Kautzman, City Auditor



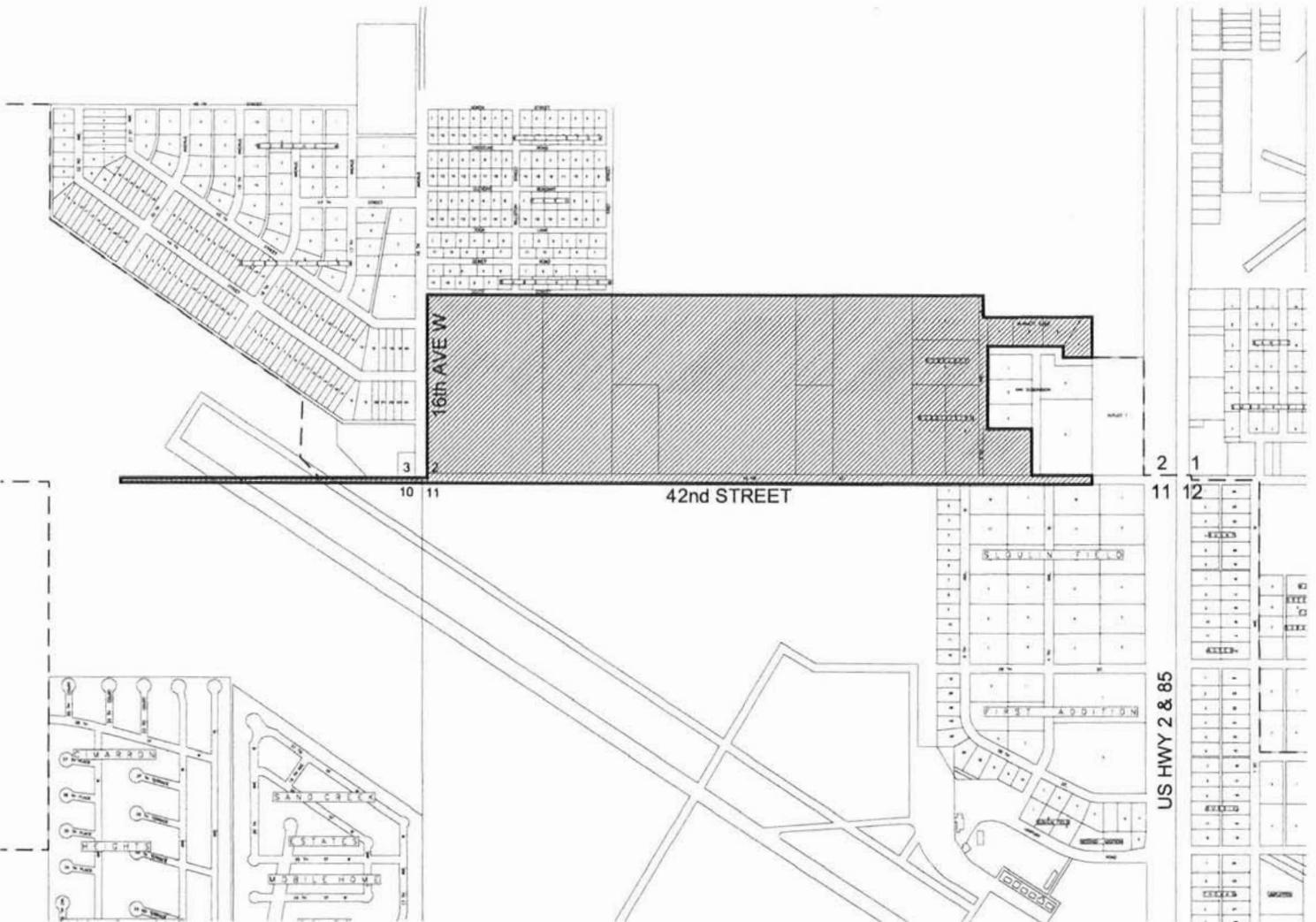
CITY OF WILLISTON

  
E. Ward Koeser, President  
Board of City Commissioners



648577  
Page: 4 of 13  
09/11/2007 11:14A

ANNEXATION PLAT  
 SE 1/4 & SW 1/4 OF SECTION 2, NE 1/4 SECTION 10  
 AND NE 1/4 & NW 1/4 OF SECTION 11  
 T154N, R101W



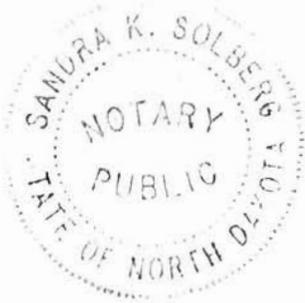
AREATO BE ANNEXED   
 EXISTING CITY LIMITS 

 648577  
 Page: 5 of 13  
 09/11/2007 11:14A  
 WILLIAMS COUNTY, ND RES 46.00

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF WILLIAMS     )

ACKNOWLEDGEMENT

On this 25<sup>th</sup> day of July, 2007, before me personally appeared E. Ward Koeser and John Kautzman, known to me to be the President of the Board of City Commissioners and City Auditor of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that they executed the same.



Sandra K. Solberg  
Notary Public, State of North Dakota  
My commission expires 02/26/2008

  
WILLIAMS COUNTY, ND     RES 46.00     648577  
Page: 6 of 13  
09/11/2007 11:14A

Document Prepared By:

**Peter H. Furuseth**  
Furuseth Law Firm, PC  
P. O. Box 417  
Williston, ND 58802-0417  
Telephone: (701) 774-0005

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When recorded, return to:

Reserved for Official Use

## ANNEXATION SETTLEMENT AGREEMENT

This Agreement between **The City of Williston** ("City"), and **Don C. Vizina and Charles H. Vizina**, ("Vizinas"), is dated this 3rd day of April, 2007, and concerns the following described property located in Williston Township, Williams County, North Dakota, to-wit:

Township 154 North, Range 101 West

Section 2:  $W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$ ,  $N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ ,  $SE\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$ ,  
 $E\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$ ,  $W\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ ,  $W\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ ,  
 $E\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ ,  $E\frac{1}{2}W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$

Hereinafter "subject property".

The City is proposing to annex the subject property into the corporate limits of The City of Williston, a municipal corporation, under the laws of the State of North Dakota. The Vizinas will not object or resist annexation under the following terms and conditions:

1. This settlement is a full and complete resolution of all the issues between the parties in this action. A mediator was used to facilitate this Agreement.
2. This settlement is a binding agreement between the parties.
3. It is understood by the parties that the mediator had no duty to protect their interests or provide them with information about their legal rights, further that signing a mediated settlement agreement may adversely affect their legal rights, and they consulted with an attorney before signing this mediated settlement agreement.



WILLIAMS COUNTY, ND

RES 46.00

648577

Page: 7 of 13

09/11/2007 11:14A

4. The zoning for the subject property shall not change at this time and will not change unless requested by Vizinas, or the subject property is sold and rezoning is requested.
5. City water for the Vizina house and Ready Mix business shall be provided at city water rates.
6. Vizinas may continue to use their current septic system for existing or new structures as long as they receive Health Department approval and comply with the city 200 feet sewer hookup ordinance requirement.
7. Vizinas may build a pole barn or other agricultural buildings as long as proper permitting is done. Such structures are allowed under agricultural zoning regulations.
8. For purposes of any future special assessment district for any water or sanitary sewer improvements around or within the subject property, Vizinas shall not be subject to any special assessment at the time of the improvement. Rather, Vizinas shall be allowed a deferred assessment until they use the city water and sewer services which are the subject of the assessment. For purposes of this paragraph, a deferred assessment shall work as follows: The City depreciates sewer and water improvements over 50 years. If Vizinas do not use an improvement for 20 years, Vizinas shall pay no assessment for 20 years, and in year 21, shall be subject to pay only 30/50 of the original assessment. Payment of such 30/50 assessment may be spread over 15 years.
9. Any transfer of the subject property between the Vizina brothers will not trigger a change in land use or zoning.
10. Any bulk fuel tanks on the subject property must be in compliance with state, county or city regulations.
11. The City plans no changes in the use of 42<sup>nd</sup> Street for truck usage, nor does the City contemplate curb and gutter past Vizinas' property in the foreseeable future.
12. Vizinas will comply with any and all junk ordinances, but the City will not initiate an enforcement action without a complaint by a third party.
13. The current Ready-Mix and building materials business being run by Vizinas will be allowed to run as it is currently being operated, with reasonable expansion. As long as the business is being used as a concrete and building materials business by the Vizinas or their successors in interest, (which existing use is in compliance with current zoning), the business may be operated without city interference unless or until the use of the property changes or the business violates state or local laws. If Vizinas, at some time in the future, wish to rezone 20 acres on which the Ready-Mix plant is sited, to light industrial zoning classification, the City agrees that it will not resist such reclassification.







Document Prepared By:

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Telephone: (701) 774-0005

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When recorded, return to:

Reserved for Official Use

## ANNEXATION SETTLEMENT AGREEMENT

This Agreement between **The City of Williston** ("City"), and **Orville Erickson**, ("Erickson"), is dated this 12 day of June, 2007, and concerns the following described property located in Williston Township, Williams County, North Dakota, to-wit:

Hereinafter "subject property".

The City is proposing to annex the subject property into the corporate limits of The City of Williston, a municipal corporation, under the laws of the State of North Dakota. Erickson will not object or resist annexation under the following terms and conditions:

1. This settlement is a full and complete resolution of all the issues between the parties in this action. A mediator was used to facilitate this Agreement.
2. This settlement is a binding agreement between the parties.
3. It is understood by the parties that the mediator had no duty to protect their interests or provide them with information about their legal rights, further that signing a mediated settlement agreement may adversely affect their legal rights, and they consulted with an attorney before signing this mediated settlement agreement.



WILLIAMS COUNTY, ND

RES 46.00

**648577**

Page: 11 of 13

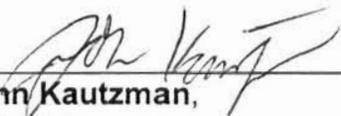
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4. The zoning for the subject property shall not change at this time and will not change unless requested by Erickson, or the subject property is sold and rezoning is requested.
5. Erickson may build a pole barn or other agricultural buildings as long as proper permitting is done. Such structures are allowed under agricultural zoning regulations.
6. For purposes of any future special assessment district for any water or sanitary sewer improvements around or within the subject property, Erickson shall not be subject to any special assessment at the time of the improvement. Rather, Erickson shall be allowed a deferred assessment until the additional city water or sewer services which are the subject of the assessment are used by him. Once Erickson, or his successors, connect to the services being provided by the special assessment district, this deferred assessment shall terminate.
7. This Agreement shall be continuing and shall be considered a covenant running with the above-described subject property, and that a copy of this Agreement may be filed by the City of Williston, North Dakota, in the office of the Recorder for Williams County, North Dakota, to be indexed against all of the said property.

Dated the date and year first above written.

Attested By:

CITY OF WILLISTON

  
 \_\_\_\_\_  
**John Kautzman,**  
 City Auditor

  
 \_\_\_\_\_  
**E. Ward Koeser, President**  
 Williston City Commission

STATE OF NORTH DAKOTA )  
 ) ss  
 COUNTY OF WILLIAMS )

ACKNOWLEDGMENT

On this 12 day of June, 2007, before me personally appeared E. Ward Koeser and John Kautzman, known to me to be the President of the Board of City Commissioners and City Auditor of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that they executed the same.

**MONICA SCHROEDER**  
 Notary Public  
 State of North Dakota  
 My Commission Expires August 22, 2007

  
 \_\_\_\_\_  
 Notary Public, State of North Dakota



