

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

OAH Docket No. 15-0330-21768-BA

In the Matter of the Petition for Detachment)
of Certain Land from the City of Princeton,) **SETTLEMENT AGREEMENT**
Minnesota, filed by Gregory J. Anderson)
and Tammy L. Anderson (File No. D-473))

This Settlement Agreement ("Agreement") is made and entered into by and between the City of Princeton, a municipal corporation under the laws of the state of Minnesota (hereinafter referred to as "City") and Greg and Tammy Anderson, a married couple, 31414 - 125th Street, Princeton, MN 55371, (hereinafter referred to as "Petitioners").

RECITALS

WHEREAS, Petitioners filed a Petition for Detachment (the "Petition") with the Office of Administrative Hearings - Municipal Boundary Adjustments Unit ("OAH-MBAU") pursuant to Minn. Stat. §§ 414.06 and 414.09 on or about August 11, 2010 (OAH-MBAU File No. D-473); and

WHEREAS, the Petitioners sought to detach from the City and into Princeton Township (the "Township") an approximately 5.76 acre parcel of property owned by Petitioners (the "Subject Property"), which is legally described on Exhibit A and depicted on Exhibit B to this Agreement; and

WHEREAS, OAH-MBAU Executive Director Christine Scotillo formally opened the hearing record pursuant to Minn. Stat. § 414.09 on September 30, 2010, at which time she continued the matter indefinitely pending the outcome of settlement negotiations; and

WHEREAS, on December 30, 2010, Chief Administrative Law Judge Raymond R. Krause ordered that the case proceed to mediation, which was subsequently scheduled for March 11, 2011; and

WHEREAS, the Petitioners and the City entered into mediation of the above-referenced matter on March 11, 2011 facilitated by Administrative Law Judge Beverly Jones Heydinger and worked toward settlement of the Petition; and

WHEREAS, the Petitioners and City have now reached a settlement agreement believed to be in their mutual best interests; and

WHEREAS, the parties hereto desire to enter into this settlement agreement setting forth the terms and conditions for settlement of the above-referenced matter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Petitioners and City agree as follows:

1. Subject Property. The Subject Property is owned by Petitioners and is approximately 5.76 acres. The Subject Property is legally described on Exhibit A and depicted on Exhibit B, which are attached hereto and incorporated herein by reference.
2. Withdrawal of Petition. The Petitioners hereby withdraw their pending Petition, File No. D-473, OAH Docket No. 15-0330-21768-BA, in its entirety and this Agreement shall constitute notice to the OAH-MBAU of such withdrawal.
3. Rural Taxing District Ordinance. The City Rural Taxing District Ordinance, Ord. 659, shall apply to the Subject Property owned by Petitioners so long as:
 - a. The Subject Property is owned by the Petitioners or by one of their children or grandchildren; and
 - b. The Subject Property is used for an agricultural purpose.

If at any time the Subject Property is owned and used as provided herein and the City revokes the application of the Rural Taxing District Ordinance on the Subject Property, the City will agree to the detachment of the Subject Property in accordance with applicable law. If the City refuses to grant the requested detachment and the Petitioners or their children or grandchildren must take legal action to enforce this Agreement, and the Petitioners or their children or grandchildren prevail in such legal action, the City will pay the reasonable costs and attorneys fees incurred by Petitioners or their children or grandchildren to enforce this Agreement, as determined by the court of jurisdiction.

4. Water/Sewer Extensions. The City agrees that if water and sewer trunk lines are extended past the Subject Property, and the Petitioners or their children or grandchildren do not choose to connect thereto, the applicable water and sewer assessments will be held in abeyance until such time as:
 - a. The Petitioners or their children or grandchildren choose to connect to water and sewer; or
 - b. The Subject Property is developed for other than agricultural use; or
 - c. The Petitioners or their children or grandchildren sell the Subject Property.

In the event of the occurrence of one or more of the foregoing conditions, the City may collect the applicable assessments. However, if at any time after water and sewer trunk lines extend past the Subject Property, and the Petitioners or their children or

grandchildren must replace the well or septic system on the Subject Property, the City will not permit a new well or septic system to be installed on the Subject Property and the Petitioners or their children or grandchildren agree to connect to the City water and sewer systems and pay the applicable assessments.

5. Feedlot. In the event that the Petitioners seek an application for a feedlot permit on the Subject Property from the applicable regulatory authority, the City agrees not to oppose such application. The Petitioners agree that any application they may make for a feedlot permit on the Subject Property is subject to applicable law and regulations.
6. Termination. This Agreement shall remain in full force and effect until one of the following conditions takes place, whichever comes first:
 - a. Termination by mutual agreement of the City and Petitioners or their children or grandchildren; or
 - b. The Subject Property is sold by the Petitioners or by one of their children or grandchildren; or
 - c. The Subject Property is used for a purpose other than agriculture.
7. Effective Date. This Agreement shall be effective on the date that the last party hereto signs and dates said document.
8. Filing. The Petitioners and City agree that upon adoption and execution of this Agreement, the City shall file the same with the State of Minnesota Office of Administrative Hearings.
9. General Terms.
 - a. Voluntary and Knowing Action. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof, that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby. Petitioners further acknowledge that: (1) they have been given a fair opportunity to discuss and negotiate the terms of this Agreement; and (2) they are advised to consult an attorney before signing this Agreement.
 - b. Authorized Signatories. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement. This Petitioners acknowledge that this Agreement is subject to the approval of the appropriate governing body of the City.
 - c. Compliance with Laws. The parties shall abide by and are subject to all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.

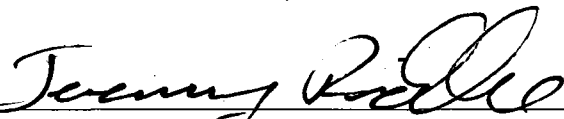
- d. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- e. **Disputes and Remedies.** The Petitioners and City agree as follows:
- i. **Negotiation.** When a disagreement over interpretation of any provision of this Agreement shall arise, the City and Petitioners will direct person(s) as they deem appropriate, to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - ii. **Mediation/Arbitration.** When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Agreement, the parties hereto may mutually agree in writing to seek relief by submitting their respective grievances to mediation and/or binding arbitration.
 - iii. **Adjudication.** When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Agreement or are unable to agree to submit their respective grievances to mediation or binding arbitration, or such action has not otherwise resolved the matter in dispute, either party to the dispute may seek relief through initiation of an action in a court of competent jurisdiction.
- f. **Data Practices.** The parties acknowledge that data collected by the City pertaining to this Agreement is be subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- g. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- h. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

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- i. Entire Agreement. These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- j. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement on the latest date affixed to the signatures hereto.

CITY OF PRINCETON, MINNESOTA

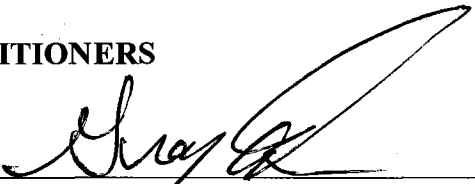
By: 
Jeremy Riddle, Its Mayor

Date: 6-24-11

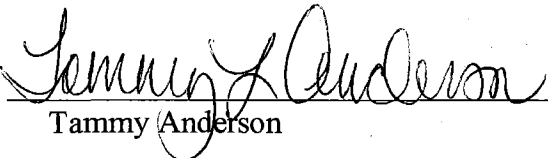
By: 
Katie Hunter, Its City Clerk

Date: 7-7-11

PETITIONERS

By: 
Greg Anderson

Date: 6-15-11

By: 
Tammy Anderson

Date: 7/3/2011

EXHIBIT A**Legal Description of Subject Property**

The North 500 feet of the West 500 feet of the Northeast Quarter of the Northwest Quarter, Section 31, Township 36, Range 26, Mille Lacs County, Minnesota.

Except that part of the North 500 feet of the West 500 feet of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mille Lacs County, Minnesota, which lies Easterly of the following described line: Commencing at the Southwest corner of said North 500 feet thereof; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the West line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet to the point of beginning of the line to be described; thence North 34 degrees 55 minutes 20 seconds East 236.42 feet to the East line of said West 500 feet and said line there terminating.

Together with that part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mille Lacs County, Minnesota, which lies Southerly of the North 500 feet of said Northeast Quarter of the Northwest Quarter, and Northwesterly of the following described line: Beginning at the Southwest corner of said North 500 feet thereof; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the West line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet; thence North 34 degrees 55 minutes 20 seconds East 30.10 feet to the South line of said North 500 feet and said line there terminating.

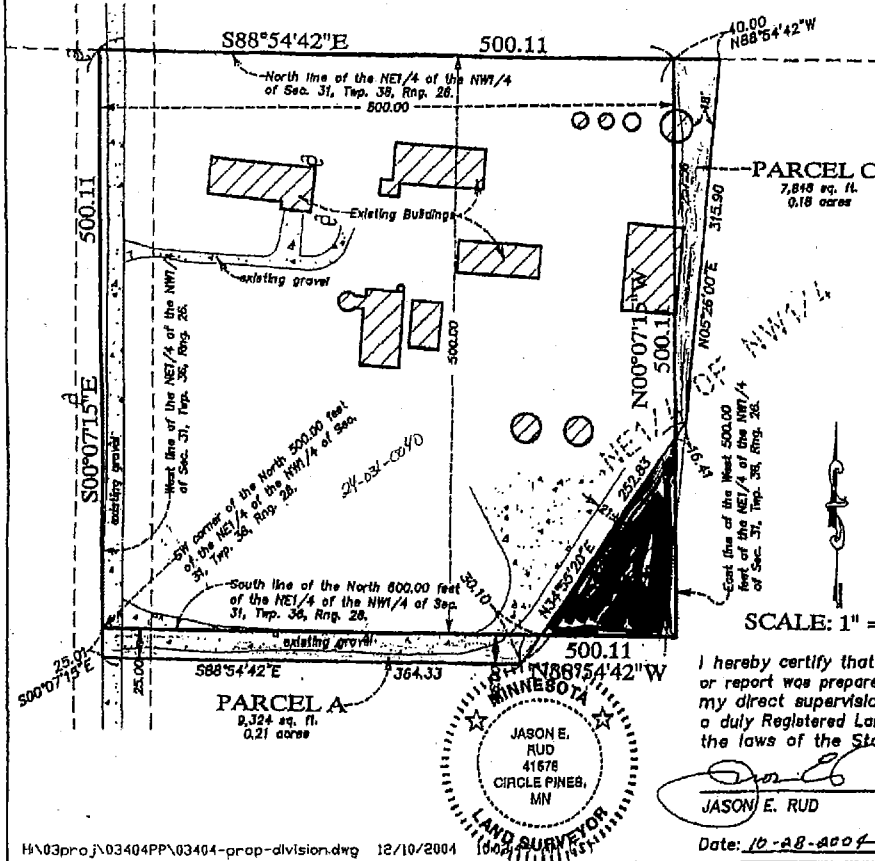
Together with that part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mille Lacs County, Minnesota, which lies Easterly of the West 500 feet of said Northeast Quarter of the Northwest Quarter, and Westerly of the following described line: Commencing at the Southwest corner of the North 500 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the West line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet; thence North 34 degrees 55 minutes 20 seconds East 236.42 feet to the East line of said West 500 feet and the point of beginning of the line to be described; thence continuing North 34 degrees 55 minutes 20 seconds East 16.41 feet; thence North 05 degrees 26 minutes 00 seconds East 315.90 feet to the North line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

REC'D BY
MBA

JUL 13 2011

REC'D BY
MBA

AUG 11 2010

CERTIFICATE OF SURVEYFOR: SOLID GROUND DEVELOPMENT
OF: JOHN & SHIRLEY MILLER PARCEL**PARCEL A PROPERTY DESCRIPTION**

That part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mile Lake County, Minnesota, which lies southerly of the north 500.00 feet of said Northeast Quarter of the Northwest Quarter, and northwesterly of the following described line:

Beginning at the southwest corner of said north 500.00 feet thereof; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the west line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet; thence North 34 degrees 55 minutes 20 seconds East 238.42 feet to the south line of said north 500.00 feet and said line there terminating.

PARCEL B PROPERTY DESCRIPTION

That part of the north 500.00 feet of the west 500.00 feet of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mile Lake County, Minnesota, which lies easterly of the following described line:

Commencing at the southwest corner of said north 500.00 feet thereof; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the west line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet to the point of beginning of the line to be described; thence North 34 degrees 55 minutes 20 seconds East 238.42 feet to the east line of said west 500.00 feet and said line there terminating.

PARCEL C PROPERTY DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 36, Range 26, Mile Lake County, Minnesota, which lies easterly of the west 500.00 feet of said Northeast Quarter of the Northwest Quarter, and westerly of the following described line:

Commencing at the southwest corner of the north 500.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 07 minutes 15 seconds East (assumed bearing) along the west line of said Northeast Quarter of the Northwest Quarter 25.01 feet; thence South 88 degrees 54 minutes 42 seconds East 364.33 feet; thence North 34 degrees 55 minutes 20 seconds East 238.42 feet to the east line of said west 500.00 feet and the point of beginning of the line to be described; thence contributing North 34 degrees 55 minutes 20 seconds East 16.41 feet; thence North 03 degrees 28 minutes 00 seconds East 315.60 feet to the north line of said Northeast Quarter of the Northwest Quarter and said line there terminating.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 10-28-2007 Reg. No. 41578



E.G. RUD & SONS, INC.
LAND SURVEYORS
9180 LEXINGTON AVE. NE
CIRCLE PINES, MN 55014
TEL (763) 786-8556 FAX (763) 786-6007

Depiction of Subject Property

EXHIBIT B

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