

OA-1042-1 Belle Plaine  
City Resolution No. 04-109  
Town Resolution Signed 10-5-04

DEPARTMENT OF ADMINISTRATION  
STATE OF MINNESOTA  
BEFORE THE DIRECTOR OF  
STRATEGIC AND LONG RANGE PLANNING

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IN THE MATTER OF THE ORDERLY ANNEXATION )  
AGREEMENT BETWEEN THE CITY OF BELLE ) ORDER  
PLAINE AND THE TOWN OF BELLE PLAINE )  
PURSUANT TO MINNESOTA STATUTES 414 )  
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WHEREAS, a joint resolution for orderly annexation was adopted by the City of Belle Plaine and the Town of Belle Plaine; and

WHEREAS, resolutions were received from the City of Belle Plaine and the Town of Belle Plaine indicating their desire that certain property be annexed to the City of Belle Plaine pursuant to M.S. 414.0325;

WHEREAS, M.S. 414.0325 states that in certain circumstances the Director of Strategic and Long Range Planning may review and comment, but shall within 30 days order the annexation of land pursuant to said subdivisions; and

WHEREAS, on November 10, 2004, the Director has reviewed and accepted the resolutions for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed in accordance with the terms of the joint resolution to the City of Belle Plaine, Minnesota, the same as if it had originally been made a part thereof:

That part of Outlot B, Prairiehills, according to the recorded plat thereof, Scott County, Minnesota, described as follows: Beginning at the Northwest Corner of Lot 2, Block One, Prairiehills: thence South 05 degrees 38 minutes 43 seconds East on the West line of

said Lot 2, a distance of 177.27 feet to the Northeast Corner of Lot 1, Block One, Prairiehills;

Thence South 89 degrees 26 minutes 04 seconds West on the North line of said Lot 1, a distance of 319.62 feet to the Northwest Corner of said Lot 1; thence South 00 degrees 10 minutes 33 seconds West on the West line of said Lot 1, a distance of 324.03 feet to the Southwest Corner of said Lot 1; thence South 89 degrees 26 minutes 04 seconds West on the South line of said Outlot B, 220.49 feet to the West line of said Outlot B; thence North 00 degrees 10 minutes 33 seconds East on said West line, 1090.00 feet to the South line of Wildflower Subdivision NO. 2, according to the recorded plat thereof; thence South 89 degrees 49 minutes 27 seconds East on said South line, 67.55 feet; thence easterly 136.11 feet on said South line on a tangent curve to the right having a radius of 300.00 feet and a central angle of 25 degrees 59 minutes 43 seconds; thence South 63 degrees 49 minutes 44 seconds East on said South line, 113.43 feet; thence easterly 137.04 feet on said South line on a tangent curve to the left having a radius of 560.00 feet and a central angle of 14 degrees 03 minutes 24 seconds to the Northwest Corner of Lot 1, Block six, Wildflower Ridge Subdivision NO.2; thence South 10 degrees 15 minutes 34 seconds West on the West line of said Block Six, 236.11 feet to the Southwest Corner of Lot 2, said Block Six, thence South 30 degrees 19 minutes 00 seconds East on the West line of said Block Six 261.75 feet to the point of beginning. Said parcel contains 9.14 acres of land being subject to and together with any and all easements of record.

Dated this 10<sup>th</sup> day of November, 2004.

For the Director  
658 Cedar Street, Room 300  
St. Paul, Minnesota 55155



Christine M. Scotillo  
Executive Director  
Municipal Boundary Adjustments

MEMORANDUM

In ordering the annexation contained in Docket No. OA-1042-1, the Director finds and makes the following comment:

The authority to impose the type of charge identified in Paragraph No. 6 of the agreement, is questionable. Reimbursement for taxable property annexed by order pursuant to Minnesota Statute Section 414.0325 is an optional provision authorized by the statute. However, such reimbursement is to be “from the municipality to the town...” Minnesota Statute Section 414.036. The issuance of this order makes no determination as to the legality or validity of these provisions of the agreement. Any issue that may arise relative to the application or interpretation of these sections will be the sole responsibility of the signatories to the agreement.

Paragraph No. 16 states the agreement shall expire on December 31, 2023 unless an extension is requested by the parties. End dates or ending mechanisms are problematic in that they appear to run afoul of the act of conferring jurisdiction to the Director. Once jurisdiction is conferred by submission of this agreement to this office, it cannot be taken away by written consent of the parties. Jurisdiction ends when all the designated area is annexed. The issue whether jurisdiction could be “given back” by the Director upon written request of the parties to the agreement to mutually end their agreement has not been addressed.

The parties are encouraged to consider this comment in light of any further amendments that may be otherwise necessary to this agreement for orderly annexation. *Cus*