



DEC 12 2007

**JOINT RESOLUTION FOR ORDERLY ANNEXATION
BY AND BETWEEN SHAFER TOWNSHIP AND
THE CITY OF TAYLORS FALLS IN SETTLEMENT OF
OAH DOCKET NO. 2-0330-18070-BA**

**CITY OF TAYLOR FALLS RESOLUTION NO. 07-09-01
SHAFER TOWNSHIP RESOLUTION NO. _____**

WHEREAS, the City of Taylors Falls ("City") and the Township of Shafer ("Town"), both located entirely within Chisago County, in the State of Minnesota, desire to accommodate growth in a cooperative, planned, and orderly fashion;

WHEREAS, the respective governing bodies of the City and Town have expressed their desire to encourage future development of property near the City so as to promote the development of municipal services and urban growth as much as is practical, while encouraging the retention of property in agricultural use and increasing the longevity of existing rural residential lifestyles;

WHEREAS, this joint resolution creating an orderly annexation agreement ("Agreement") is beneficial to both parties to promote orderly planning, the orderly transition of government within the area proposed to be annexed, and establishes the conditions under which such annexation shall take place;

WHEREAS, all of the owners of the property within the area proposed to be annexed have requested the annexation of their property into the City; and

WHEREAS, the City and Town jointly request the annexation of the land described herein into the City.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow the City and Town hereby enter into this Agreement to provide for the orderly annexation of the property herein described into the City upon the following terms and conditions:

1. Designated Area. The unincorporated properties designated for orderly annexation by this Agreement, and subject to its terms and conditions, are legally described in Exhibits A, B and C attached hereto, and are further described as that area set forth in the map attached hereto as Exhibit D ("Designated Area").
2. Municipal Boundary Adjustments Unit. Upon approval by the respective governing bodies of the City and Town, this Agreement shall confer

jurisdiction upon the director of strategic and long-range planning within the Department of Administration, or any successor state official, office, or department, (hereinafter collectively the "Director") to accomplish said immediate annexation in accordance with the terms of this Agreement.

3. Review and Comment by the Director. The City and Town mutually agree and state that this Agreement sets forth all the conditions for annexation and that no consideration by the Director is necessary for annexations to occur within the Designated Area in accordance with this Agreement. Additionally, no alteration of the boundaries by the Director is appropriate. The Director may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of this Agreement.
4. Binding Contract. This Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Designated Area.
5. Effective Date/Applicability. This Agreement is effective on the date it is adopted by either the City or Town, whichever was the last to act on this resolution. The annexation provided for by this Agreement shall be effective upon the issuance of the order by the Director. The provisions of this Agreement shall be binding unless otherwise modified by a joint resolution of both the City and Town.
6. Reasons for the Annexation. The reasons for the annexation of the Designated Area include the City and Town's collective determination that: the Designated Area is now, or is about to become, urban or suburban in character; the City can more readily provide the types and level of services desired within the Designated Area; the type of the development proposed for the Designated Area is more consistent with development within the City; and that the annexation would be in the best interest of the property owners, the City, and the Town.
7. Property Taxes and Reimbursements. All property taxes collected from the Designated Area in the year of annexation shall be paid to the Town. In the year following annexation, and thereafter, the City shall retain the taxes levied on the property within the Designated Area. Additionally, to alleviate the financial impact on the Town for the loss of tax revenue due to the annexation, the City shall make reimbursement payments to the Town. The payments shall be based upon the amount of property taxes payable to the Town in the year of annexation ("Town Taxes") and shall begin the first year after annexation is effective according to the following schedule: in year 1, an amount equal to 95% of the Town Taxes; in year 2, an amount

equal to 75% of the Town Taxes; in year 3, 55% of the Town Taxes; in year 4, an amount equal to 35% of the Town Taxes; and in year 5, an amount equal to 15% of the Town Taxes. The City shall make its payment to the Town within ten days of receiving its tax payments from the County.

8. Prohibition on Annexation of Abutting Property. The City agrees that with regard to the area being annexed pursuant to the Agreement, except for the lands in the Township located east of the eastern boundary line of the land to be annexed pursuant to the Agreement as legally described in Exhibits A, B and C, which the City may annex pursuant to Minnesota Statutes, Chapter 414 in the event such procedures become applicable, the City agrees not to initiate an annexation of any property abutting the lands shown on attached Exhibits A, B and C until such time as the City's present boundary extends so as to make the lands legally described in attached Exhibits A, B and C abut the City.
9. Assessment Policy. With respect to sanitary sewer and municipal water improvements to be constructed for the benefit of the property to be annexed, the City's policy for deferred, delayed, or future assessments for such improvements shall be as follows:
 - A. Sanitary Sewer and Water Utilities. The City shall not specially assess any properties located within Shafer Township related to the cost of construction of sanitary sewer and municipal water utilities constructed to serve the orderly annexation area designated in Exhibits A and B. However, the City may impose connection and trunk charges as permitted by law on properties within the Township that are to become due and payable at such time as the properties are: 1) annexed to the City, and 2) connect to municipal water or sanitary sewer service.
 - B. Street and Curb and Gutter and Storm Sewer Utilities. The City shall not specially assess any properties in the Township related to the cost of construction of streets, curb and gutter or storm sewer to serve the orderly annexation area designated in Exhibits A and B.
 - C. Reservation of Rights. Notwithstanding the terms of this Joint Resolution, the City reserves the right to enter into development agreements with the Petitioners of any specific parcels of property within the Township that vary from the terms of this section with respect to such parcel including payment of a proportionate share of the cost of construction of the sanitary sewer and municipal water utilities constructed to serve the orderly annexation areas designated

in Exhibits A and B if such parcel annexes into the City within ten years of the date that City and/or Petitioners of the orderly annexation area designated in Exhibits A, B and C awards a contract to a contractor to construct a sewer and municipal water service project making municipal sanitary sewer and water service available to the annexed area.

10. Roads Within and Serving the Designated Area. The parties agree that the City shall require that all roads within the newly platted development in the designated orderly annexation area be improved with bituminous surface to City standards by the Petitioners and/or property owner. Further the City shall require that Petitioners improve all roads with bituminous surface to City standards that will serve the newly platted development specifically, Tern Avenue from the access of the development to the nearest County road (County Road 37).
11. Township Roads Impacted by Development of the Orderly Annexation Area. With regards to Township roads that may be impacted by the development of the orderly annexation areas designated in Exhibits A, B and C, the Parties agree as follows:
 - A. The City shall require that prior to final plat approval for the property annexed pursuant to this Agreement, that the City will initiate a preconstruction meeting between the Township, the City and the Petitioners to identify the roads to be used during plat development (including construction or residences).

At the preconstruction meeting, the City, the Township and the Petitioners will assess and determine the existing condition of potentially impacted Township roads in order to establish a baseline for possible repairs that may result from construction activity with respect to the development. For paved roads, the Petitioners are required to repair that damage to a Township road caused by the Petitioners. For gravel roads, the Petitioners are required to restore the gravel road to Township standards for that portion of the road damaged by the Petitioners.

If use of the Township's roads is unavoidable or deemed appropriate by the Parties, the City shall require that the Petitioners maintain any Township roads used during construction including, but not limited to, dust control coating, grading, and repair of any damage caused when construction traffic uses Township roads.


- B. Those roads to be used during plat development (including construction of residences) shall be identified in the City's Developer's Agreement with Petitioners. No other roads shall be used without the prior agreement of the Township.
- C. It is the intent of the parties, if possible, to avoid the use of gravel roads for plat development.
- D. Petitioners warrant to the Township for a period of two years from the date the Township accepts the finished repairs to any Township roads repaired under the terms of this Agreement that all such repairs have been constructed to Township standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship.


It is understood and agreed that the Petitioners will reimburse the Township for all reasonable administrative, legal, engineering and other professional costs incurred in the enforcement or execution of this Agreement with regard to any warranty claims under this section and section 20 of this Agreement. Petitioners agree to pay all such costs within thirty (30) days of billing by the Township. Bills not paid within thirty (30) days of billing by the Township shall accrue interest at the rate of 12% per year.

- 12. Drainage Plans. For all plats of property annexed to the City from the Township, drainage and grading plans will be forwarded to the Township and County for review and comment regarding the potential for impact on other property located within the Township.
- 13. Drain Tile. The City shall require in its Developer's Agreement regarding development of the land annexed pursuant to this Agreement that the Petitioners meet the requirements of the City's Storm Water Management Plan. Further, unless otherwise agreed to by the Parties, the City, through its Developer's Agreement, shall require that any functioning drain tile lines located during development of the property designated in Exhibits A, B and C that are damaged or disrupted be repaired, rerouted or connected to the City's storm sewer system.
- 14. Authorization. The appropriate officers of the City and Town are hereby authorized to carry the terms of this Agreement into effect.

15. Entire Agreement. The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A, B, C and D which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties and supersedes all prior agreements and negotiations regarding annexation of property within the Designated Area between the parties.
16. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
17. Severability. The provisions of this Agreement are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, unenforceable, or otherwise void, the remaining provisions will remain in full force and effect.
18. Headings. Headings are included solely for the purpose of reference and shall not be interpreted as a substantive provision of this Resolution.
19. Costs Associated with the Orderly Annexation Agreement. Petitioners John Matthews and Brian Smith agree to reimburse the Township for the costs incurred in the negotiation of this Agreement in the amount of \$4,657.50. The City's costs will be reimbursed by Petitioners John Matthews and Brian Smith as a condition of the Developer's Agreement during the City platting of the property after annexation.
20. Withdraw of Petition. The Petitioners agree to withdraw their pending annexation petition, A-7491 Taylor Falls/Shafer Township, OAH Docket No. 2-0330-18070-BA, as soon as practicable after execution and filing of this Joint Resolution with the State.

Approved this 10th day of September, 2007, by the City of Taylors Falls.


Mayor


City Clerk

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Approved this 16th day of Dec., 2007, by Shafer Township.

Carlyle Klink
Chairman

Ray Johnson
Clerk

Approved this 28th day of September, 2007, by Petitioners.

John Matthews
John Matthews

Brian Smith
Brian Smith

Amy Pauly
Amy Pauly

EXHIBIT A**LEGAL DESCRIPTION FOR ANDERSON PROPERTY**

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ OF SW $\frac{1}{4}$) of Section 27, Township 34, Range 19, Chisago County, Minnesota. AND The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ OF SE $\frac{1}{4}$) of Section 27, Township 34, Range 19, Chisago County, Minnesota. AND The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) Section 27, Township 34, Range 19, Chisago County, Minnesota.

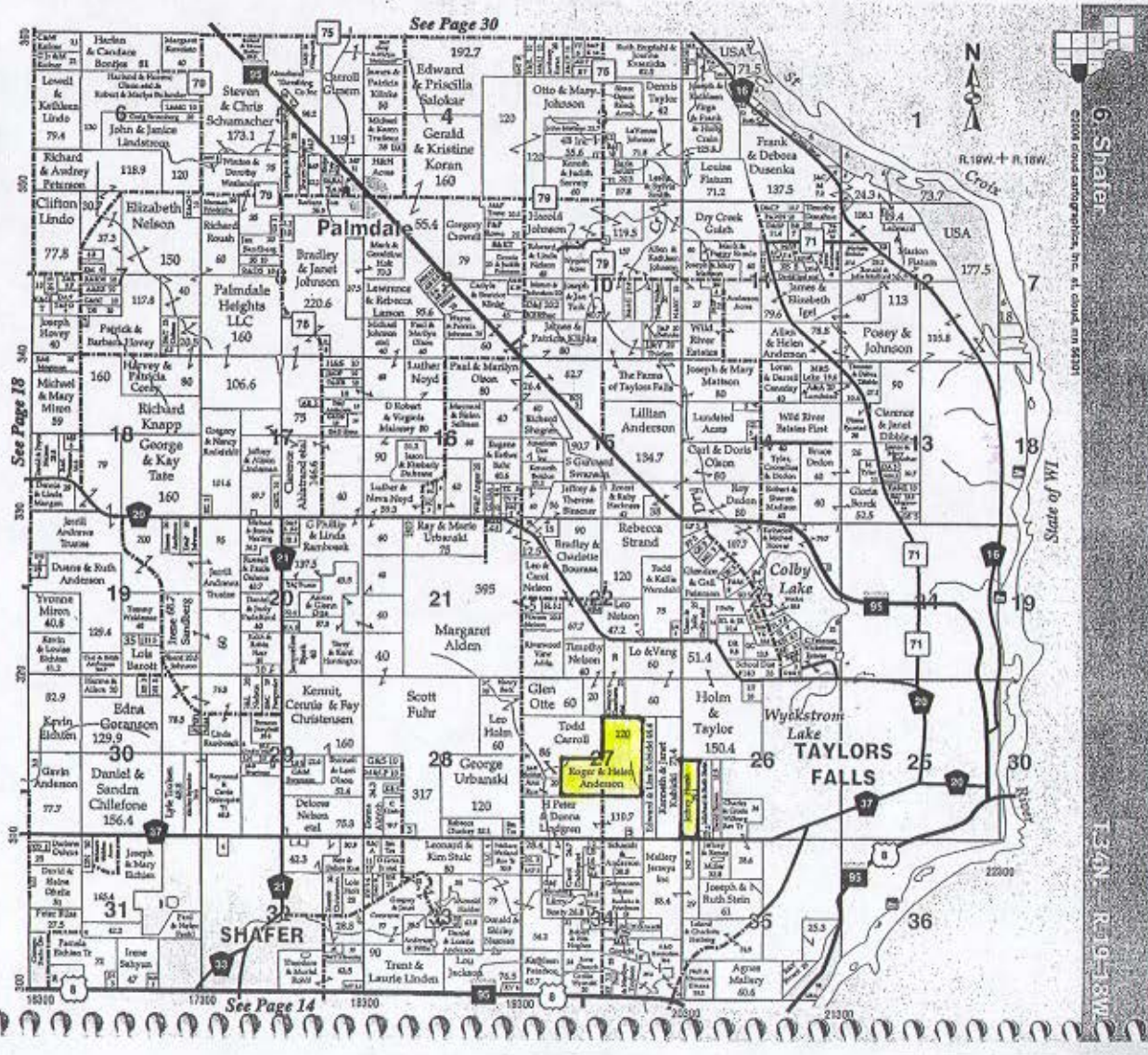
EXHIBIT B**LEGAL DESCRIPTION FOR PAULY PROPERTY**

The West Half of West Half of Southwest Quarter ($W \frac{1}{2}$ of $W \frac{1}{2}$ of $SW \frac{1}{4}$) of Section 26, Township 34, Range 19 West, Chisago County, Minnesota. EXCEPT That part of the west Half of the West Half of the Southwest Quarter of Section 26, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows: Commencing at the southwest corner of said Section 26; thence on an assumed bearing of North 2 degrees 48 minutes 42 seconds West along the west line of said Southwest Quarter of Section 26, a distance of 60.87 feet to the northwest corner of Parcel 100. CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 25, according to the recorded plat thereof, and said point being the point of beginning; thence continuing North 2 degrees 48 minutes 42 seconds West, along said west line of the Southwest Quarter a distance of 80.00 feet; thence South 88 degrees 58 minutes 08 seconds East, 35.00 feet; then North 2 degrees 48 minutes 42 seconds West, 90.00 feet; thence South 88 degrees 58 minutes, 08 seconds East, 174.18 feet; thence South 2 degrees 48 minutes 42 seconds East, 170.00 feet to the north line of said Parcel 100, CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 25; thence North 88 degrees 58 minutes 08 seconds West, along said north line of Parcel 100, a distance of 209.18 feet to the point of beginning. (Containing 32,338 square feet (0.742 acres) more or less.)

EXHIBIT C**LEGAL DESCRIPTION FOR CITY PROPERTY**

That part of the west Half of the West Half of the Southwest Quarter of Section 26, Township 34 North, Range 19 West, Chisago County, Minnesota, described as follows: Commencing at the southwest corner of said Section 26; thence on an assumed bearing of North 2 degrees 48 minutes 42 seconds West along the west line of said Southwest Quarter of Section 26, a distance of 60.87 feet to the northwest corner of Parcel 100. CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 25, according to the recorded plat thereof, and said point being the point of beginning; thence continuing North 2 degrees 48 minutes 42 seconds West, along said west line of the Southwest Quarter a distance of 80.00 feet; thence South 88 degrees 58 minutes 08 seconds East, 35.00 feet; then North 2 degrees 48 minutes 42 seconds West, 90.00 feet; thence South 88 degrees 58 minutes, 08 seconds East, 174.18 feet; thence South 2 degrees 48 minutes 42 seconds East, 170.00 feet to the north line of said Parcel 100, CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 25; thence North 88 degrees 58 minutes 08 seconds West, along said north line of Parcel 100, a distance of 209.18 feet to the point of beginning.

Containing 32,338 square feet (0.742 acres) more or less.



MAP SHOWING LOCATIONS OF PROPERTIES TO BE ANNEXED

EXHIBIT D

REC'D BY
M.A.B.
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