

**CITY OF CARVER
CITY COUNCIL
RESOLUTION NO. 150-13**

**ANNEXATION RESOLUTION OF THE CITY OF CARVER IN ACCORDANCE WITH
OA-1428 CARVER/DAHLGREN TOWNSHIP JOINT AGREEMENT DATED MARCH 19,
2009 DESIGNATING CERTAIN PROPERTY LOCATED IN THE ORDERLY
ANNEXATION AREA OF DAHLGREN TOWNSHIP AS IN NEED OF IMMEDIATE
ORDERLY ANNEXATION**

WHEREAS, the City of Carver (hereinafter the "City") and Dahlgren Township (hereinafter the "Township") entered into a Joint Resolution for Orderly Annexation, dated March 19, 2009, describing the procedures and process for immediate and future orderly annexations of certain designated areas of the Township, referred to as the Orderly Annexation Area (hereinafter the "OAA") for the purpose of orderly, planned growth and annexation, pursuant to Minnesota Statutes, Section 414.0325; and

WHEREAS, the above-referenced Joint Resolution for Orderly Annexation between the City and Township, dated March 19, 2009, has been previously filed with the Office of Administrative Hearings Municipal Boundary Adjustments Office and is referenced as Office of Administrative Hearings File No. OA-1428 Carver/Dahlgren Township Joint Agreement (hereinafter referred to as the "Joint Agreement"), and

WHEREAS, the above-referenced Joint Agreement provides that any land within the OAA designated therein may be annexed by the City at any time during the term of the Joint Agreement provided that the conditions in Section 8 of the Joint Agreement have been fulfilled; and

WHEREAS, on September 24, 2013, in accordance with Section 8 of the Joint Agreement, the City received a property owner petition from 100% of the property owners ("Petitioners") of the property designated in Exhibit A, which is known for ease of reference as the "Finkel Property", requesting immediate orderly annexation thereof to the City; and

WHEREAS, the Finkel Property legally described in Exhibit A and shown in Exhibit B is located within the OAA described in the Joint Agreement; and

WHEREAS, the owner of the Finkel Property proposes to sell the property to a Developer for residential purposes which require the extension of City utilities; and

WHEREAS, on October 3, 2013 in accordance with Section 8 of the Joint Agreement, the City provided a notice to the Township; and

WHEREAS, the Petitioners have paid the reimbursement to the Township required under Sections 6 and 8 of the Joint Agreement and Dahlgren Township has provided evidence to the City to document the payment; and

WHEREAS, Dahlgren Township took action at their meeting on September 9, 2013 to waive the 31-day notice period; and

WHEREAS, the Finkel property, designated and legally described herein for immediate orderly annexation is urban or suburban or about to become so, annexation is in the best interests of the City and property owners, and annexation thereof would benefit the public health, safety and welfare of the community; and

WHEREAS, having met all of the triggering conditions for orderly annexation of the Finkel Property legally described herein, as provided in the Joint Agreement, for property located in the OAA, the City may now adopt and execute this "Annexation Resolution" providing for the immediate annexation of the Finkel Property; and

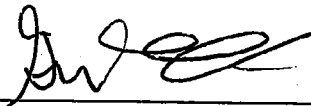
WHEREAS, in accordance with Section 4 of the Joint Agreement, annexation of the Finkel Property designated herein pursuant to the Joint Agreement does not require a hearing or any consideration by the Office of Administrative Hearings ("OAH"), except to the extent that the OAH may review and comment thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carver, Carver County as follows:

1. All recitals listed above are incorporated herein by reference.
2. This resolution hereby constitutes and shall be referred to as the "Annexation Resolution" as provided in Section 8 of the Joint Agreement.
3. The Finkel Property legally described in Exhibit A and designated as in need of immediate orderly annexation is 23.39 acres.
4. In accordance with Section 4 of the Joint Agreement, the OAH may review and comment on this Annexation Resolution, but shall within thirty (30) days of receipt of this Annexation Resolution order the annexation of the Finkel Property designated in this Annexation Resolution and legally described in Exhibit A in accordance with the terms of the Joint Agreement. No alteration of the stated boundaries as described in this Annexation Resolution is appropriate, no consideration by the OAH is necessary, and all terms and conditions for annexation thereof have been met as provided for in the Joint Agreement.
5. In accordance with Section 6 of the Joint Agreement, the City shall remit all delinquent taxes, charges and assessments collected from the Finkel Property after annexation if such taxes or charges were originally payable while the property remained in the Township. Additionally, if the Finkel Property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs is paid to the City, the City shall remit to Township the amount which was deferred during the time the property was in the Township.

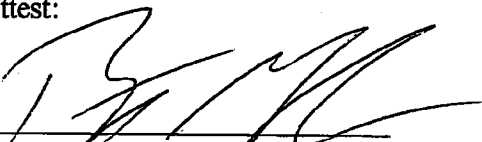
6. In accordance with Section 6 of the Joint Agreement, the City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which special assessments were levied by the Township. In the event that the Finkel Property has outstanding special assessments levied by the Township at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township.
7. The City shall file the Annexation Resolution with the Township and the OAH Municipal Boundary Adjustments Office along with the required filing fee no earlier than October 8, 2013.
8. In the event there are errors, omissions, or any other problems with the legal descriptions or mapping provided in Exhibit A or Exhibit B of this Annexation Resolution, in the judgment of the OAH Municipal Boundary Adjustments Office, the City shall make such corrections and file such additional documentation, including a new Exhibit A or Exhibit B, making the corrections requested or required by the OAH as necessary to make effective the annexation of said area in accordance with the Joint Agreement.

Adopted and approved by the City Council of the City of Carver on a vote of 5 ayes and 0 nays effective on the 7th day of October, 2013.



Greg Osterdyk, Mayor

Attest:



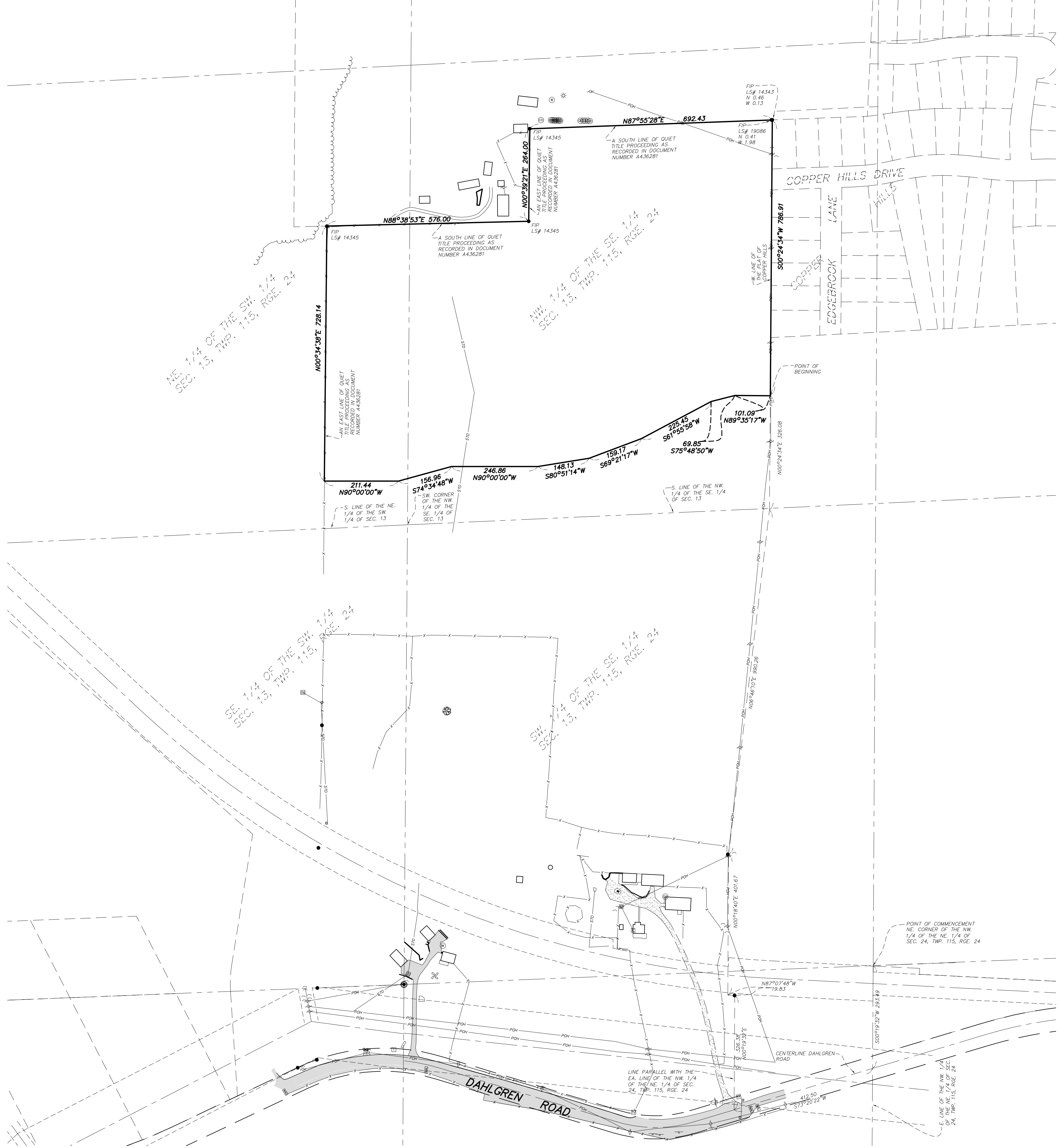
Brent Mareck, City Administrator

EXHIBIT A

That part of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 13, Township 115, Range 24, Carver County, Minnesota described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 24 said Township 115, Range 24; thence on an assumed bearing of South 00 degrees 19 minutes 32 seconds West, along the East line of said Northwest Quarter of the Northeast Quarter, a distance of 293.49 feet to the centerline of Dahlgren Road, as now laid out and traveled, thence South 73 degrees 20 minutes 22 seconds West, along said centerline, a distance of 412.50 feet; thence North 00 degrees 19 minutes 32 seconds East, parallel with said East line of the Northwest Quarter of the Northeast Quarter, a distance of 326.38 feet; thence North 87 degrees 07 minutes 48 seconds West, a distance of 19.83 feet; thence North 00 degrees 18 minutes 40 seconds East, a distance of 401.67 feet; thence North 06 degrees 46 minutes 10 seconds East, a distance of 990.26 feet; thence North 00 degrees 24 minutes 34 seconds East, a distance of 326.08 feet to the point of beginning; thence North 89 degrees 35 minutes 17 seconds West, a distance of 101.09 feet; thence South 75 degrees 48 minutes 50 seconds West, a distance of 69.85 feet; thence South 61 degrees 55 minutes 58 seconds West, a distance of 225.45 feet; thence South 69 degrees 21 minutes 17 seconds West, a distance of 159.17 feet; thence South 80 degrees 51 minutes 14 seconds West, a distance of 148.13 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 246.86 feet; thence South 74 degrees 34 minutes 48 seconds West, a distance of 156.96 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 211.44 feet to an east line of the Quiet Title Proceeding on file and of record in said Carver County, Minnesota as recorded in Document Number A436281; thence North 00 degrees 34 minutes 38 seconds East along said east line, a distance of 728.14 feet to a south line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 88 degrees 38 minutes 53 seconds East along said south line, a distance of 576.00 feet to an east line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 00 degrees 39 minutes 21 seconds East along said east line, a distance of 264.00 feet to a south line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 87 degrees 55 minutes 28 seconds East along said south line, a distance of 692.43 feet to the west line of Copper Hills on file and of record in the Office of the Registrar of Deeds, said Carver County, Minnesota; thence South 00 degrees 24 minutes 34 seconds West along said west line and the southerly extension thereof, a distance of 786.91 feet to the point of beginning.

EXHIBIT B



Proposed Description

That part of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 13, Township 115, Range 24, Carver County, Minnesota described as follows:
Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 24 said Township 115, Range 24, thence on an assumed bearing of South 00 degrees 19 minutes 32 seconds West, along the East line of said Northwest Quarter of the Northeast Quarter, a distance of 253.49 feet to the centerline of Dahlgren Road, as now laid out and traveled, thence South 73 degrees 20 minutes 22 seconds West, along said centerline, a distance of 412.50 feet, thence North 00 degrees 19 minutes 32 seconds East, parallel with said East line of the Northwest Quarter of the Northeast Quarter, a distance of 326.35 feet; thence North 87 degrees 07 minutes 48 seconds West, a distance of 19.83 feet; thence North 00 degrees 18 minutes 40 seconds East, a distance of 401.67 feet; thence North 06 degrees 46 minutes 10 seconds East, a distance of 990.29 feet; thence North 00 degrees 24 minutes 34 seconds East, a distance of 326.88 feet to the point of beginning; thence North 89 degrees 35 minutes 17 seconds West, a distance of 101.09 feet; thence South 75 degrees 48 minutes 50 seconds West, a distance of 69.85 feet; thence South 61 degrees 55 minutes 58 seconds West, a distance of 223.45 feet; thence South 69 degrees 21 minutes 17 seconds West, a distance of 159.17 feet; thence South 80 degrees 51 minutes 14 seconds West, a distance of 148.13 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 246.86 feet; thence South 74 degrees 34 minutes 48 seconds West, a distance of 156.96 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 211.44 feet to an east line of the Quiet Title Proceeding on file and of record in said Carver County, Minnesota as recorded in Document Number A436281; thence North 00 degrees 34 minutes 38 seconds East along said east line, a distance of 728.14 feet to a south line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 88 degrees 38 minutes 53 seconds East along said south line, a distance of 576.00 feet to an east line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 00 degrees 39 minutes 21 seconds East along said east line, a distance of 264.00 feet to a south line of said Quiet Title Proceeding as recorded in Document Number A436281; thence North 87 degrees 55 minutes 28 seconds East along said south line, a distance of 692.43 feet to the west line of Copper Hills on file and of record in the Office of the Registrar of Deeds, said Carver County, Minnesota; thence South 00 degrees 24 minutes 34 seconds West along said west line and the southerly extension thereof, a distance of 786.91 feet to the point of beginning.

General Notes

- 1) This survey was prepared using Chicago Title Insurance Company, Title Commitment 13-070372 Z dated June 26, 2013. Only a portion of the property contained in said commitment is being certified to as part of this survey. A proposed description is shown above for the portion of the subject property this is to be transferred. The southerly line of said proposed property was created at a convenient location and should be reviewed by the parties involved.
- 2) Subject property has flood zone classification Zone X as scaled from the Federal Emergency Management Agency National Flood Insurance Program Map, Community Panel 270049 0075 C AND 0105 C dated June 6, 1988
- 3) Area: 1,018.93± Sq. Ft. or 23.39± Acres.
- 4) No zoning information was provided at the time of the survey by Commercial Partners Title, LLC.
- 5) The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. (State One Call Ticket No.).

The following are numbered as they appear in Schedule B of the Title Commitment.
NONE LISTED

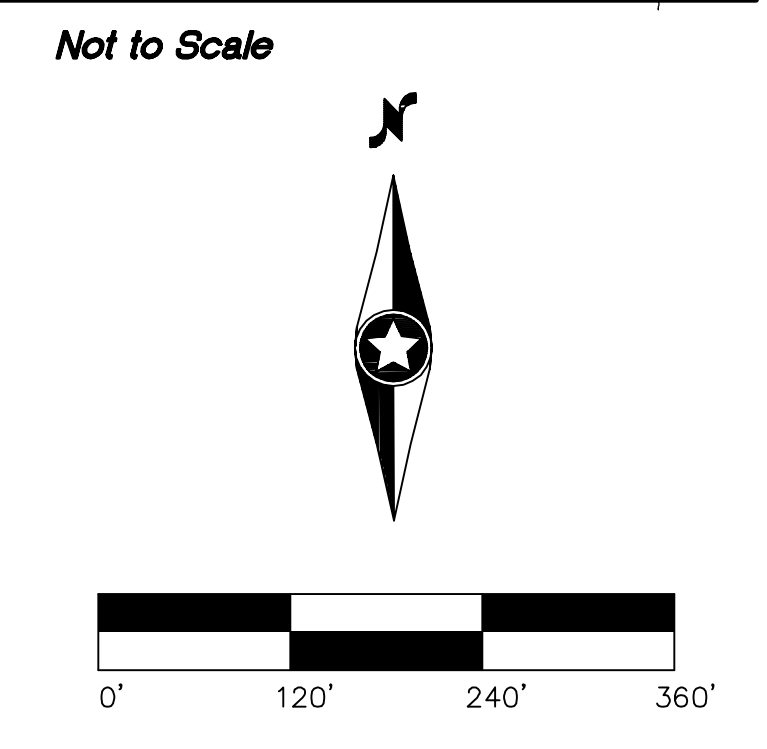
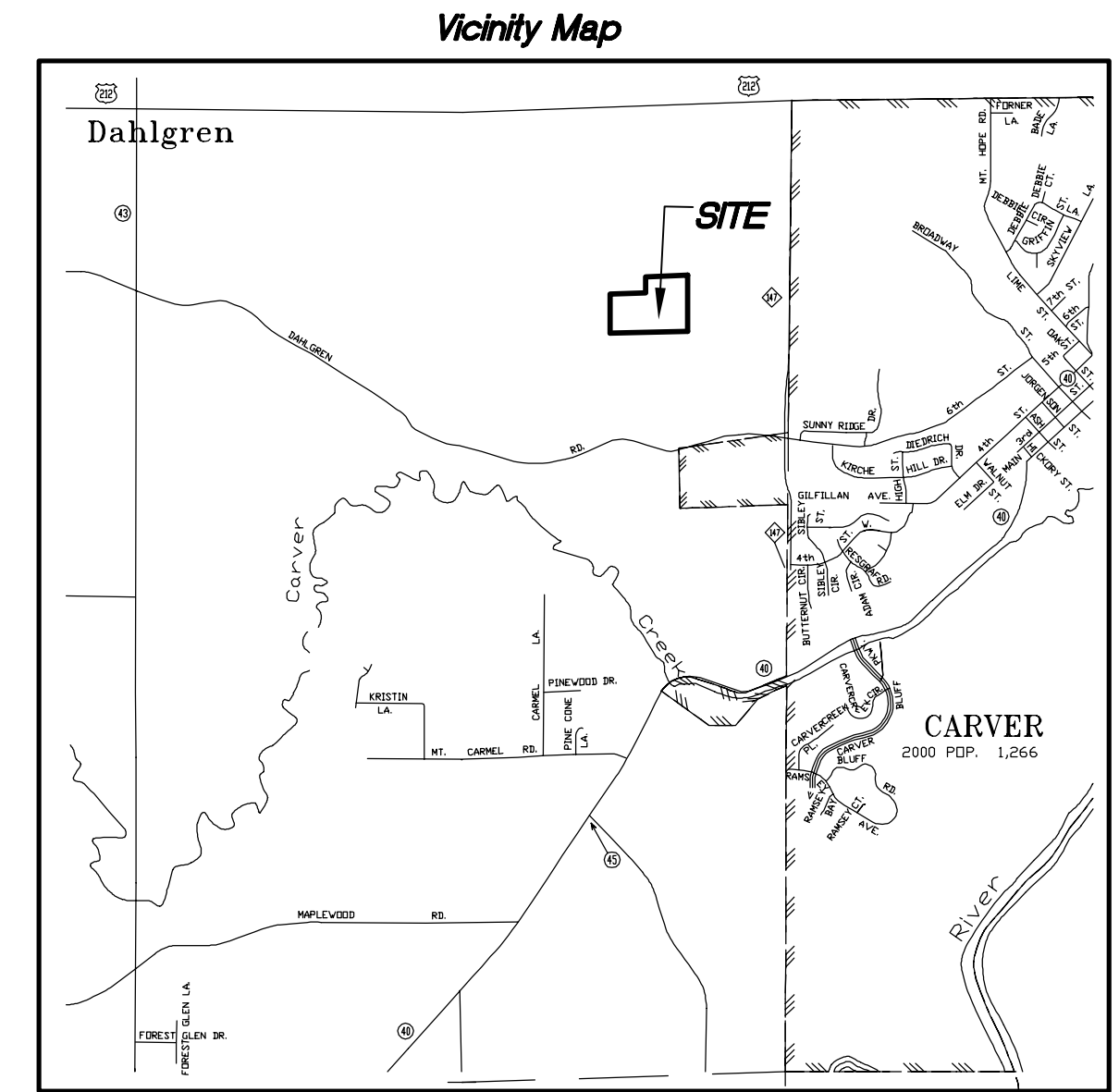
Certification

To: Mattamy (Minnesota) Partnership, a Minnesota partnership, Chicago Title Insurance Company and its successors and assigns:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM, and includes Items 1, 3, 4, 6(a), 8, 11(b), and 13. The field work was completed on 7/7/2013.
Date of Plot or Map: XXXXX

Chris Haglund
Minnesota Registration No. 43932

Legend

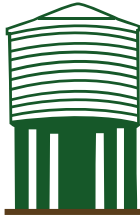
- BUSH/SHRUB
- CONIFEROUS TREE
- DECIDUOUS TREE
- WETLAND
- STEEL/WOOD POST
- SIGN-TRAFFIC/OTHER
- MAIL BOX
- HANDICAPPED STALL
- PERC TEST
- MONITORING WELL
- CABLE TV BOX
- GAS METER
- STREET LITE
- GUY WIRE
- POWER POLE
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- ELECTRIC TOWER
- SANITARY MANHOLE
- SEWER CLEANOUT
- BEEHIVE CATCH BASIN
- CATCH BASIN
- FLARED END SECTION
- GRAVEL SURFACE
- STORM MANHOLE
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TRAFFIC CONTROL BOX
- HAND HOLE
- TRAFFIC LIGHT
- GATE VALVE
- HYDRANT
- WATER METER
- CURB STOP BOX
- WATER MANHOLE
- WELL
- CABLE TV
- GAS LINE
- POWER OVERHEAD
- POWER UNDERGROUND
- SANITARY SEWER
- STORM SEWER
- TELEPHONE OVERHEAD
- TELEPHONE UNDERGROUND
- WATERMAIN
- FENCE LINE
- CURB & GUTTER
- BITUMINOUS SURFACE
- CONCRETE SURFACE



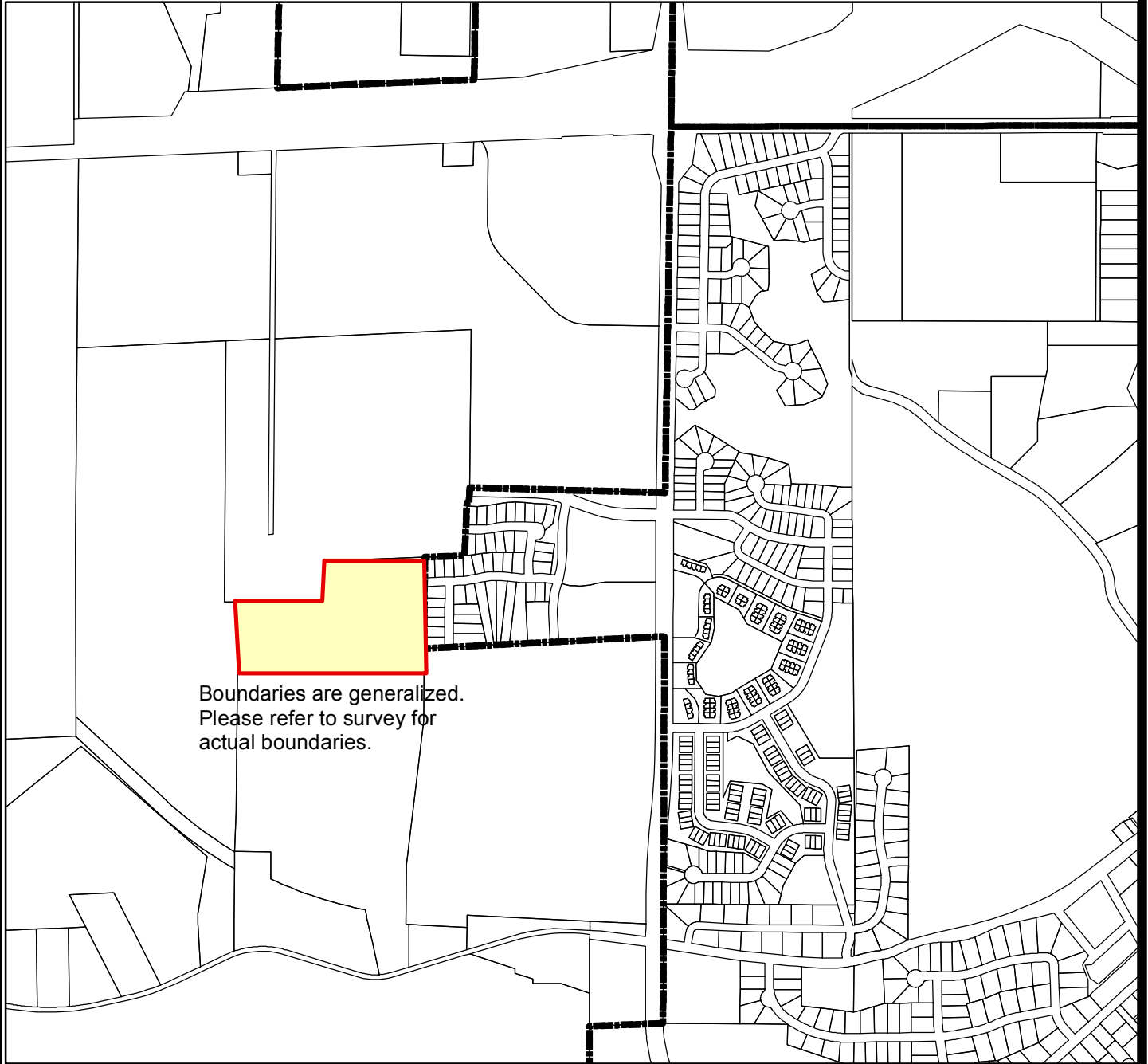
- DENOTES IRON MONUMENT SET AND MARKED BY LS 43932
- DENOTES IRON MONUMENT FOUND MARKED AS SHOWN
- DENOTES CAST IRON MONUMENT

Carver/Finkel Property
Dahlgren Township, Carver County, Minnesota

Date: 09/16/2013
Sheet: 1 OF 1
ALTA/ACSM Land Title Survey



CITY OF CARVER



Boundaries are generalized.
Please refer to survey for
actual boundaries.

General Location Map Copper Hills 2nd Addition

October 2013

Collaborative Planning, LLC
PO Box 251
Medina, MN 55340
763-473-0569

COPPER HILLS

PLAT FILE NO.
R.T. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Carver, a Minnesota municipal corporation, owner of the following described property situated in the County of Carver, State of Minnesota, to wit:

Outlot A, CARVER COUNTY CDA ADDITION according to the recorded plat thereof, Carver County, Minnesota.

And that Carver County Community Development Agency, a Minnesota public body corporate and politic owner of the following described property situated in the County of Carver, State of Minnesota, to wit:

Outlot B, CARVER COUNTY CDA ADDITION according to the recorded plat thereof, Carver County, Minnesota.

Have caused the same to be surveyed and platted as **COPPER HILLS** and do hereby donate and dedicate to the public for public use the public ways and the drainage and utility easements as created herewith.

In witness whereof said city of Carver, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

CITY OF CARVER

By _____
Its _____

**STATE OF MINNESOTA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____ of the city of Carver, on behalf of the corporation.

(Signature) (Name Printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Carver County Community Development Agency, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY

By _____
Its _____

**STATE OF MINNESOTA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____ of Carver County Community Development Agency, on behalf of the body politic.

(Signature) (Name Printed)
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Craig W. Morse, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Craig W. Morse, Licensed Land Surveyor
Minnesota License No. 23021

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

This instrument was acknowledged before me on _____ by Craig W. Morse.

(Signature) (Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF CARVER, MINNESOTA

This plat of **COPPER HILLS** was approved and accepted by the City Council of the City of Carver, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Carver, Minnesota

By: _____ By: _____

COUNTY SURVEYOR, Carver County, Minnesota

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

John E. Freemyer, County Surveyor

COUNTY AUDITOR-TREASURER, Carver County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____.

Laurie Davies, County Auditor/Treasurer

REGISTRAR OF TITLES, Carver County, Minnesota

I hereby certify that this plat of **COPPER HILLS** was filed this _____ day of _____, 20____, at _____ o'clock _____M., as Document No. _____.

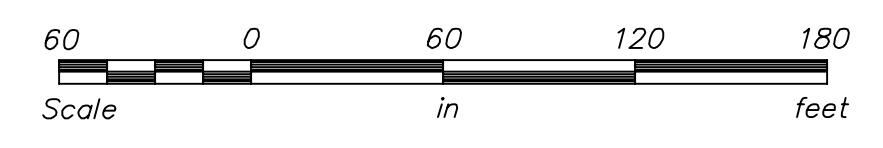
Mark Lundgren, Registrar of Titles

COPPER HILLS

PLAT FILE NO.
R.T. DOC. NO.

The East line of Outlot A, CARVER COUNTY CDA ADDITION is assumed to bear North 00°11'19" East.

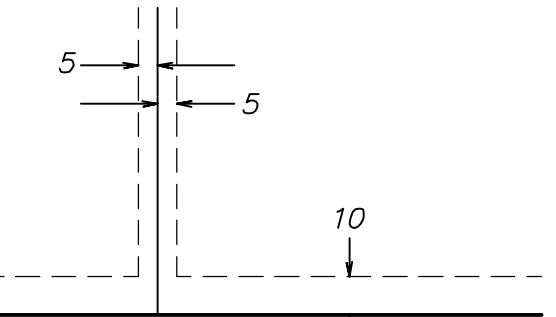
- Denotes 1/2 inch by 14 inch iron monument set and marked by License No. 23021
- Denotes monument found and marked as shown



SE 1/4 OF THE NE 1/4 OF
SEC. 13 TWP. 115 RGE. 24

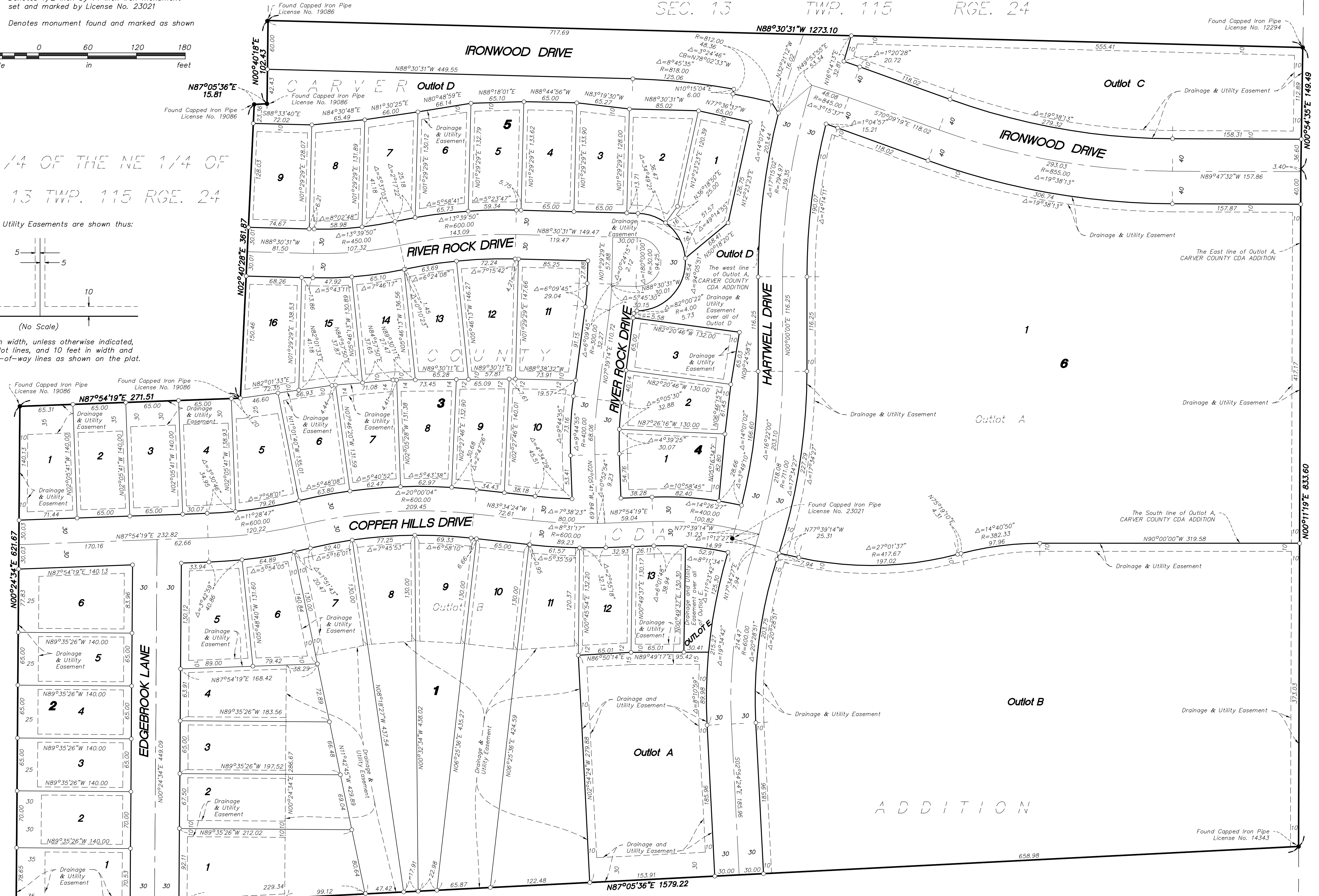
SW 1/4 OF THE NE 1/4 OF
SEC. 13 TWP. 115 RGE. 24

Drainage and Utility Easements are shown thus:



Being 5 feet in width, unless otherwise indicated, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines as shown on the plat.

NW 1/4 OF THE SE 1/4 OF
SEC. 13 TWP. 115 RGE. 24



SE 1/4 OF SEC. 13 TWP. 115 RGE. 24

JONATHAN CARVER PARKWAY C. S. A. H. 11

120

120

DOCUMENT COVER PAGE

(Reserved for Cou

Document No.
A 436281

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Fee: \$ 46.00 Check#: 5016

Certified Recorded on 03-08-2006 at 10:00 AM PM

436281



Jay
Carl W. Hanson, Jr.
County Recorder

DOCUMENT TITLE:

Judgment

DOCUMENT DATE:

March 8, 2006

NAMES:

Song Charles, CS etal

Kalters Mark L etal

Michelle Sakaguchi
see back
↓

STATE OF MINNESOTA
COUNTY OF CARVER

FILED
MAR 8 2006
CARVER COUNTY COURTS

DISTRICT COURT
FIRST JUDICIAL DISTRICT
CASE TYPE: OTHER CIVIL

Charles C.S. Song and Irene L.Y. Song;
Charles A. Wegner and Mavis D. Wegner;
and U.S. Home Corporation,

Plaintiffs,

vs.

Mark L. Kaltsas and Tera D. Kaltsas;
Mortgage Electronic Registration
Systems, Inc.; Lance Zimmerman and Heidi
Zimmerman; ABC Corporation; Klienbank;
Bradley J. Gunderson and Therese M.
Gunderson; Danny K. Lund and Trudy J.
Lund; ABN AMRO Mortgage Group, Inc.;
First National Bank of Chaska; Delmore Finkel
and Mary Finkel; Community Bank Chaska;
Susan Finkel; Bruce Finkel and Lisa Finkel;
Greg Finkel; Sherry Dvorak; Sally Hilgers;
Susan G. Lathrop f/k/a Susan G. Barkony and
Anthony Lathrop; Wells Fargo Bank, N.A.;
Steve P. Kolbow; Christine L. Przybylski;
U.S. Bank National Association, ND;
Township of Dahlgren; Board of
Commissioners of Carver County, Minnesota;
and all other persons claiming any right, title,
estate, interest or lien in the real estate
described in the Complaint herein,

Defendants.

JUDGMENT

Court File No. 10-CV-05-1182

STATE OF MINNESOTA COUNTY OF CARVER
Certified to be a true and correct copy of the
original on file and of record in my office
Carolyn M. Renn
Court Administrator
3-8-06 By [Signature] Deputy

The above matter came on for hearing before the undersigned Judge, of the District Court, upon the Motion of Plaintiffs for entry of judgment by default. It was made to appear that each of the Defendants were duly served personally and in accordance with Minnesota Statute §559.02 and Minnesota Rule of Civil Procedure 4.04. The steps required for service by

publication were duly performed in that prior to commencement of service by publication, Plaintiffs duly recorded a Notice of Lis Pendens with Carver County Recorder and filed the Complaint along with the Affidavit of Publication herein. All steps required by law to obtain jurisdiction of the parties and of the subject matter of this action have been duly taken, and the Court therefore has jurisdiction.

It was further made to appear that more than twenty (20) days have elapsed since the completed service of the Summons herein upon the Defendants; that no Answer or other pleading have been filed or served upon or received by the Plaintiffs' attorney, except the separate Answer, Counterclaim and Cross-Claim of Delmore Finkel and Mary Finkel, Susan Finkel, Bruce Finkel and Lisa Finkel, Greg Finkel, Sherry Dvorak and Sally Hilgers, all who have entered into a Stipulation allowing the Plaintiffs to proceed by default; that none of the other Defendants have in any way or manner appeared herein; and that all Defendants are totally in default or have Stipulated with Plaintiff to proceed to default.

The Court, have made and filed its Findings of Fact, Conclusions of Law, and Order for Judgment herein, it is now ordered, adjudged, and decreed:

1. That **PLAINTIFFS** Charles C.S. Song and Irene L.Y. Song are entitled to judgment against the Defendants that they are the owner in fee of the following described real estate

The Southeast Quarter of the Northwest Quarter/and the Southwest Quarter of the Northeast Quarter /and the Northwest Quarter of the Southeast Quarter/and the Northeast Quarter of the Southwest Quarter/and the Southeast Quarter of the Southwest Quarter/and the Southwest Quarter of the Southwest quarter, all in Section 13, Township 115, Range 24, Carver County, Minnesota.

EXCEPT that part described as lying easterly, southerly, easterly, southerly, easterly and southerly, respectively, of the following described line: Commencing at the southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 13; thence South 88 degrees 30 minutes 00 seconds West, assumed bearing, along the southerly line of said Southeast Quarter of the Southwest Quarter a distance of 247.50 feet to the point of beginning of the line to

be described; thence North 1 degree 13 minutes 03 seconds East, parallel with the easterly line of said Southeast Quarter of the Southwest Quarter a distance of 400.00 feet; thence North 2 degrees 26 minutes 43 seconds East a distance of 350.00 feet; thence North 1 degree 21 minutes 15 seconds East a distance of 1425.00 feet; thence North 89 degrees 24 minutes 40 seconds East a distance of 576.00 feet; thence North 1 degree 25 minutes 08 seconds East a distance of 264.00 feet; thence North 88 degrees 41 minutes 15 seconds East a distance of 964.00 feet; thence North 3 degrees 27 minutes 24 seconds East a distance of 362.39 feet to the westerly extension of the north line of the south 9 rods of the Southeast Quarter of the Northeast quarter of said Section 13; thence North 87 degrees 52 minutes 41 seconds East along the westerly extension of the north line of said south 9 rods a distance of 15.84 feet to the easterly line of the Southwest Quarter of the Northeast Quarter of said Section 13 and said line there terminating.

AND EXCEPT that part platted as BLACKBERRY RIDGE 2ND ADDITION and BLACKBERRY RIDGE 3RD ADDITION according to the plats on file and of record in the Office of the County Recorder, Carver County, Minnesota.

AND EXCEPT the east 421.03 feet of the west 821.03 feet of the south 816.86 feet of the Southwest Quarter of the Southwest Quarter of said Section 13.

TOGETHER WITH that part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 115, Range 24, Carver County, Minnesota described as commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 88 degrees 30 minutes 00 seconds West, assumed bearing, along the northerly line of said Northeast Quarter of the Northwest Quarter, a distance of 247.50 feet to the point of beginning of the parcel to be described; thence South 1 degree 13 minutes, 04 seconds West, parallel with the easterly line of said Northeast Quarter of the Northwest Quarter a distance of 205.08 feet to the point of intersection with the northerly line of Dahlgren Road as shown on the plat of BLACKBERRY RIDGE 2ND ADDITION according to the plat on file and of record in the Office of the County Recorder, Carver County, Minnesota; thence southwesterly a distance of 58.95 feet along a non-tangential curve concave to the south, along the northerly line of said Dahlgren Road, said curve having a radius of 576.28 feet and central angle at 5 degrees 51 minutes 39 seconds and the chord of said curve bears South 68 degrees 22 minutes 35 seconds West; thence continuing southwesterly along the northerly line of said Dahlgren Road South 65 degrees 26 minutes 46 seconds West; tangent to the last described curve, a distance of 189.76 feet to the southeasterly corner of Lot 1, Block 1; BLACKBERRY RIDGE 3RD ADDITION according to the plat on file and of record in the Office of the County Recorder, Carver County, Minnesota; thence North 3 degrees 00 minutes 46 seconds West, along the easterly line of said Lot 1, Block 1, BLACKBERRY RIDGE 3RD ADDITION a distance of 295.53 feet; thence continuing northerly along the easterly line of said Lot 1 a distance of 4.00 feet along a tangential curve concave to the east, having a radius

of 383.00 feet and a central angle of 0 degrees 35 minutes 56 seconds to a point on the northerly line of said Northeast Quarter of the Northwest Quarter; thence North 88 degrees 30 minutes 00 seconds East along the northerly line of said Northeast Quarter of the Northwest Quarter a distance of 247.54 feet to the point of beginning.

(the "Song Property") subject only to that certain Option Agreement memorialized as a Memorandum of Contract dated November 1, 2004 recorded in the office of the Carver County Recorder on November 30, 2004 as Document No. 402385.

2. None of the Defendants, known or unknown, have any right, title, interest, estate or lien in or upon said real estate described, or any part of it.

3. Title to the Song Property should be quieted in fee simple in Charles C.S. Song and Irene L.Y. Song, subject only to the interest of U.S. Home Corporation pursuant to that certain Option Agreement memorialized as a Memorandum of Contract dated November 1, 2004, recorded in the Carver County Recorder's office on November 30, 2004 as Document No. 402385.

4. The Song Property shall not be subject to Declaration of Covenants, Conditions and Restrictions filed as Document No. 102026.

5. Defendants Charles A. Wegner and Mavis D. Wegner are entitled to judgment against the Defendants that they are the owner in fee of the following described real estate:

Lot 1, Block 1, BLACKBERRY RIDGE 3RD ADDITION, Carver County, Minnesota

(the "Wegner Property") subject only to the interest of 1) U.S. Home Corporation pursuant to that Option Agreement memorialized as a Memorandum of Contract dated March 15, 2005, recorded in the office of the Carver County Recorder on November 10, 2005 as Document No. 428757; 2) Mortgage Electronic Registration Systems, Inc. pursuant to a Mortgage dated November 22, 2002, recorded January 23, 2003 as Document No. 338483; and 3) U.S. Bank

National Association, ND pursuant to a Mortgage dated January 17, 2003, recorded February 21, 2003 as Document No. 341624.

6. None of the Defendants, known or unknown, have any right, title, interest, estate or lien in or upon the Wegner Property, or any part of it.

7. Title to the Wegner Property should be quieted in fee simple in Charles A. Wegner and Mavis D. Wegner, subject only to the interest of 1) U.S. Home Corporation pursuant to that Option Agreement memorialized as a Memorandum of Contract dated March 15, 2005, recorded in the office of the Carver County Recorder on November 10, 2005 as Document No. 428757; 2) Mortgage Electronic Registration Systems, Inc. pursuant to a Mortgage dated November 22, 2002, recorded January 23, 2003 as Document No. 338483; and 3) U.S. Bank National Association, N.D. pursuant to a Mortgage dated January 17, 2003, recorded February 21, 2003 as Document No. 341624.

8. The Wegner Property is not subject to the Declaration of Covenants, Conditions and Restrictions filed as Document No. 102026.

9. That the Wegner Property is not subject to the roadway easement contained in that certain Vacation of Roadway Easement and Grant of Roadway Easement per Document No. 128119 and that portion of the roadway legally described as follows:

A 50.00 foot wide perpetual easement for ingress and egress purposes and for drainage and utility purposes over, under and across part of Lot 3, Block 1, BLACKBERRY RIDGE and also over, under and across part of Lot 1, Block 1, BLACKBERRY RIDGE 2ND ADDITION and also over, under and across part of Lot 1, Block 1, BLACKBERRY RIDGE 3RD ADDITION, according to the plats on file and of record in the Office of the County Recorder, Carver County, Minnesota. Said easement lying 25.00 feet on each side of the following described centerline: Commencing at the southwest corner of Lot 1, Block 1; said BLACKBERRY RIDGE 2ND ADDITION; thence North 77 degrees 45 minutes 02 seconds East, assumed bearing, along the southerly line of said Lot 1 a distance of 50.00 feet; thence northeasterly a distance of 65.88 feet along a tangential curve concave to the northwest having a radius of 1497.94 and a central angle of 2 degrees 31 minutes 12 seconds and the chord of said curve bears North 76 degrees 29 minutes 26 seconds

East to the point of beginning of the centerline to be described; thence North 16 degrees 45 minutes 03 seconds West, not tangent to the last described curve, a distance of 31.88 feet; thence North 54 degrees 56 minutes 10 seconds West a distance of 198.78 feet; thence northerly a distance of 211.69 feet along a tangential curve concave to the east having a radius of 295.00 feet and a central angle of 41 degrees 06 minutes 52 seconds; thence North 13 degrees 49 minutes 18 seconds, tangent to the last described curve, a distance of 121.86 feet; thence North 47 degrees 36 minutes 09 seconds West a distance of 54.02 feet to a point on the westerly line of Lot 1, Block 1, said BLACKBERRY RIDGE 2ND ADDITION distant 21.44 feet northwesterly of the northeasterly corner of Lot 3, Block 1, said plat of BLACKBERRY RIDGE; thence North 26 degrees 15 minutes 46 seconds West along the westerly line of Lot 1, Block 1; said BLACKBERRY RIDGE 2ND ADDITION a distance of 226.34 feet to the northwest corner of said Lot 1 and said centerline there terminating,

is hereby vacated.

10. That certain drainage and utility easement located on the Wegner Property legally described as follows:

A drainage and utility easement over that part of Lot 1, Block 1, BLACKBERRY RIDGE 3RD ADDITION, according to the recorded plat thereof, Carver County, Minnesota, said drainage and utility easement was dedicated in Lot 2, Block 1, BLACKBERRY RIDGE 2ND ADDITION, according to the recorded plat thereof, Carver County, Minnesota, described as follows: That part of said Lot 2 lying northerly, northeasterly, northerly and northeasterly of the line commencing at the southeast corner of said Lot 2; thence North 26 degrees 15 minutes 46 seconds West, assumed bearing along the east line of said Lot 2, a distance of 191.87 feet to the point of beginning of the line to be described; thence South 63 degrees 28 minutes 28 seconds West, a distance of 12.00 feet; thence North 26 degrees 15 minutes 46 seconds West, a distance of 388.25 feet; thence South 88 degrees 30 minutes 00 seconds West, a distance of 276.42 feet; thence North 26 degrees 15 minutes 46 seconds West, a distance of 13.22 feet, and said described line there terminating,

is hereby vacated pursuant to Minnesota Statute § 505.14.

Witness the undersigned Judge of the Court and the seal thereof, at Chaska, Minnesota, this 8th day of ~~February~~ ^{March}, 2006.

(Court Seal)

Carolyn M. Kent
Court Administrator

By: Debra A. Swenson
Deputy Clerk

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[Signature]
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