

**JOINT RESOLUTION NO. 1999-1
TOWN OF EMPIRE AND CITY OF FARMINGTON
DAKOTA COUNTY**

**A JOINT RESOLUTION ESTABLISHING
JOINT PLANNING AND ORDERLY GROWTH**

WHEREAS, Empire Township (the "Township") and the City of Farmington (the "City") desire to plan appropriately for growth and development in each community; and,

WHEREAS, the Township and City desire to prevent the premature conversion of agricultural land for urban development; and,

WHEREAS, the Township and City desire to establish a development framework, which promotes contiguous and orderly growth patterns, consistent with the goals and policies of each community's comprehensive plan and the Metropolitan Council's Regional Growth Strategy; and,

WHEREAS, the Township and City acknowledge it is in the best interests of the residents of each community to work cooperatively in the future planning and development of the areas abutting the common borders of the communities; and,

WHEREAS, the Township and the City desire to establish terms and conditions that promote common goals for growth in the area; respect individual community identities; create certainty for local land use decisions and long term public and private investment strategies; promote joint planning for certain areas; and protect the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED the Township and City agree to the following terms and conditions:

1. The Township and City hereby establish an Orderly Annexation Area ("OAA") as authorized by Minnesota Statute §414.0325, Subdivision 1, as shown on the

attached Exhibit A and legally described on Exhibit B.

2. Properties located within the OAA, shown on Exhibit A and described in Exhibit B, may be annexed to the City without contest by the Township when the following conditions are met:
 - a. All property owners have signed and presented to the City a petition requesting annexation; and,
 - b. The property is contiguous to the City, and either is no longer enrolled in any state agricultural preservation program, or has been petitioned for inclusion within the Metropolitan Urban Services Area; and,
 - c. The use or development proposal is determined by the City of Farmington to be consistent with the City's adopted land use plan; and,
 - d. Public sewer or water is available to serve the property, or is proposed to be made available as part of the property owner's use or development proposal.

3. Notwithstanding Paragraph 2 above, a parcel of land in the orderly annexation area created by this agreement that has been laterally benefited by City sanitary sewer or City water improvements for a period of one (1) year and is surrounded by the City, which is owned by the City according to criteria established in Minnesota Statute §414.033, or which is the subject of an application by the property owner for subdivision, platting, or for any land use other than open space or agricultural use, may be annexed to the City without petition by the landowner.

4. Notwithstanding paragraph 2 and 3 above, the City agrees not to annex the property legally described as follows:

The South half of the Southeast Quarter of Section 18, Township 114, Range 19, less existing highway, Dakota County, Minnesota;

referenced in county property records as parcel PID No. 120180001176, until such time as the restriction in favor of Gerald E. Stelzel as set forth in that certain Option and Put Agreement dated September 15, 1993, filed in the office of the County Recorder of Dakota County, Minnesota, as Document No.

1373598 on September 11, 1996 as amended by the First Amendment to Option and Put Agreement dated the 25th day of January, 1999, filed in the office of

the County Recorder of Dakota County, Minnesota, as Document No. 1598368

on April 22, 1999 has been terminated or has expired as provided in said First Amendment.

see attached

5. It is the intent of the parties that the terms of this agreement act to prohibit annexation under any laws currently in force if annexation under such laws would be contrary to the annexation procedures set out in this agreement. It is also the intent of the parties that changes in the law subsequent to the date of this agreement not alter or affect the rights or obligations of the parties as set out in this agreement. In the event changes occur in annexation-related laws subsequent to the date of this agreement, the parties shall meet to discuss the possibility of modifying this agreement to reflect some or all of the changes in said laws, but neither party to this agreement shall be required to modify this

agreement as a result of changes in said laws.

- 6. Upon approval by the respective governing bodies of the City and the Township, this joint resolution and agreement shall confer jurisdiction upon the Minnesota Municipal Board ("Municipal Board") so as to accomplish the orderly annexation of the lands described in the attached Exhibit A in accordance with the terms of this joint resolution and agreement.
- 7. The City and the Township mutually state that no alteration by the Municipal Board to the OAA boundaries, as illustrated on Exhibit A and described in Exhibit B, is appropriate or permitted.
- 8. Having designated the area illustrated on Exhibit A and described in Exhibit B as in need of orderly annexation, and having provided for all of the conditions of its annexation within this document, the parties to this agreement agree that no consideration by the Municipal Board is necessary.
- 9. The parties may amend this joint resolution by mutual consent at any time.

Approved and Adopted
this 12 day of Nov 1999.

EMPIRE TOWNSHIP

[Signature]
Chair

[Signature]
Clerk

Approved and Adopted
this 1st day of February, 1999.

CITY OF FARMINGTON

[Signature]
Mayor

[Signature]
City Administrator

CITY OF FARMINGTON, COUNTY OF DAKOTA
HEREBY CERTIFIES THAT THE ATTACHED IS
A FULL AND TRUE COPY AS IT APPEARS ON
FILE IN THE OFFICE OF THE CITY CLERK,
DATED THIS 5th DAY OF April, 1999.

[Signature]
JOHN F. ERAR, CITY CLERK

BY _____

Seed Family Property – Empire Township
Legal Description

The South One Half of the Southeast Quarter of Section 7, Township 114, Range 19

All of Section 18, Township 114, Range 19, except Railroad Right of Way

The Northwest Quarter of Section 19, Township 114, Range 19, except Railroad Right of Way

The Northeast Quarter of Section 19, Township 114, Range 19, except Railroad Right of Way, and also except PERCINE LOTS and PERCINE LOTS 2nd, and all other small tracts.

All lying within Dakota County, Minnesota

CAMPBELL KNUTSON

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May 3, 1999

BY FAX AND MAIL

Ms. Christine M. Scotillo
Executive Director
State of Minnesota Municipal Board
Suite 225 Bandana Square
1021 Bandana Boulevard East
St. Paul, MN 55108-5113

**RE: OA-607 Farmington/Empire Township Joint Agreement
(Designation of 980 Acres)**

Dear Ms. Scotillo:


In response to the question you posed in your letter dated April 14, 1999, the above referenced area is not covered by any Community Based Planning Pilot Project.

The Option and Put agreement referenced in the joint resolution for orderly annexation has now been recorded in Dakota County. The date of recording was April 22, 1999 and the document number is 1598368.

Please contact me if you have any questions.

Very truly yours,

CAMPBELL KNUTSON
Professional Association

BY: 
Joel J. Jamnik
Farmington City Attorney

JJJ:srn

CAMPBELL KNUTSON

Professional Association

Attorneys at Law

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1380 Corporate Center Curve

Eagan, Minnesota 55121

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FAX TRANSMITTAL

DATE: 5-3-99

PLEASE IMMEDIATELY DELIVER THE FOLLOWING PAGE(S) TO:

NAME:	<u>Christine Scotello</u>	FAX NO.	_____
NAME:	<u>MN Municipal Board</u>	FAX NO.	<u>603-6762</u>
NAME:	_____	FAX NO.	_____
NAME:	_____	FAX NO.	_____
NAME:	_____	FAX NO.	_____

SENDER: Joel Jammik

TOTAL NUMBER OF PAGES: 2 (INCLUDING COVER PAGE).

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL SUE NELSON AT (651) 452-5000.

RE: OA-607 Farmington / Empire Township
COMMENTS: Joint Agreement

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