



REC'D BY MAY 27 1997
MMB

May 22, 1997

Minnesota Municipal Board
ATTENTION: Starr Holman
Suite 225 Bandana Square
1021 Bandana Boulevard East
St. Paul, MN 55108

RE: Joint Resolution for Orderly Annexation between the City of Prior Lake and Spring Lake Township


Dear Ms. Holman

Attached is a Joint Resolution for Orderly Annexation between the City of Prior Lake and Spring Lake Township in Scott County. The agreement includes 261.25 acres located in the North 1/2 of Section 12, Spring Lake Township (see attached map). Also attached is a check for \$200.00 for the MMB filing fee.

The property owner has requested annexation in order to develop the property with municipal services. He is proposing a mixed use development which includes approximately 60 acres of commercial/industrial development, and varying types of residential development. The school district has also indicated some interest in a portion of this site for a future high school. In order to plan for this future development, the City staff has been directed to proceed with an amendment to the City of Prior Lake Comprehensive Plan.

Thank you for your attention to this matter. The developer is anxious to begin the planning and construction of this development, so we would appreciate a response as soon as possible. If you have any questions, please contact me at 447-4230.

Sincerely,


Jane A. Kansier, AICP
Planning Coordinator

Enclosures

c: Frank Boyles, City Manager

**IN THE MATTER OF THE
JOINT RESOLUTION FOR ORDERLY ANNEXATION
BETWEEN THE CITY OF PRIOR LAKE
AND SPRING LAKE TOWNSHIP, MINNESOTA
PURSUANT TO MINNESOTA STATUTES 414.0325, SUBD. 1**

To: Minnesota Municipal Board
Suite 225 Bandana Square
1021 Bandana Boulevard East
St. Paul, MN 55108

The Town of Spring Lake (Town) and the City of Prior Lake (City) hereby jointly agree to the following:

1. That the following described area in Spring Lake Township is in need of orderly annexation pursuant to Minnesota statutes 414.0325, that this agreement supercedes any existing agreements as to the property described herein, and that the City and Town designate the following area for orderly annexation:

The Northeast Quarter of the Northwest Quarter except the South 8.75 acres of Section 12, Township 114, Range 22, Scott County, Minnesota, according to the U.S. Government Survey thereof; and

All that part of the Northeast Quarter (NE 1/4) lying south of the Chicago, Milwaukee and St. Paul Railroad Right-of-way; West Half (W 1/2) of the Northwest Quarter (NW 1/4); the South Eight and 75/100 (8.75) acres of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4); AND the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4); All in Section Twelve (12), Township One Hundred Fourteen (114), Range Twenty-two (22), Scott County, Minnesota, EXCEPTING from the above Registered Land Survey Nos. 19, 98, 114 and 128; and

Tract E, Registered Land Survey No. 114, Files of the Registrar of titles, Scott County, Minnesota.

2. The orderly annexation area is in need of municipal sewer and water from the City for potential development.

3. There are approximately three people in the orderly annexation area.

4. Both the Town and the City agree that no alteration of the stated boundaries of this agreement is appropriate and that no consideration by the Minnesota Municipal Board (Board) is necessary. Upon receipt of this Resolution, the Board may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this joint resolution.

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5. The City will cause to be paid to the Town, the payments outlined in the Agreement between the Property Owners, the Town and the City attached hereto as Exhibit A.

Approved by the Town of Spring Lake this 19th day of May, 1997.

TOWN OF SPRING LAKE

Duane Doherty
By: Town Board Chair

Wm James Lumber
By: Town Board Clerk

Approved by the City of Prior Lake this 19th day of May, 1997.

CITY OF PRIOR LAKE

Lydon Anderson
By: Mayor

ATTEST:

Neil J. Galt
City Manager

AGREEMENT

THIS AGREEMENT is made this 19th day of May, 1997, by and between the City of Prior Lake, a municipal corporation under the laws of the State of Minnesota, ("City"), Spring Lake Township, a subdivision of the State of Minnesota, ("Township"), and Mesenbrink Construction and Engineering, Inc., and Deerfield Development, LLC ("Landowners").

WHEREAS, Mesenbrink Construction and Deerfield Development, LLC, are the owners of certain property located in the Township and legally described on attached Exhibit A ("Property"), which is incorporated herein as fully setforth; and

WHEREAS, Landowners had petitioned the City for annexation of the Property; and,

WHEREAS, The Township has agreed to sign the Joint Resolution for Orderly Annexation ("Joint Resolution") attached and incorporated herein as Exhibit B to this Agreement; and

WHEREAS, The Landowner has agreed to pay to the Township the sum of Sixty Thousand Dollars (\$60,000.00) payable in five (5) equal annual installments; and

WHEREAS, The first installment is due and payable upon the date the Municipal Board approves the Joint Resolution; and

WHEREAS, The Landowner has deposited with the Township the amount of Twelve Thousand Dollars (\$12,000.00) in payment of the first installment; and

WHEREAS, On or prior to the anniversary date of the Municipal Board's approval of the Joint Resolution the Landowner shall provide to the City the Twelve Thousand Dollars (\$12,000.00) for the then due installment payment; and

WHEREAS, To provide security for the payment of the remaining four (4) installments in the total amount of Forty-Eight Thousand Dollars (\$48,000.00) the Landowner shall provide the City with in Irrevocable Letter of Credit in the amount of Forty-Eight Thousand Dollars (\$48,000.00); and

WHEREAS, The City shall use the Irrevocable Letter of Credit to pay any installment due for which the Landowner has failed to make payment of; and

WHEREAS, The Irrevocable Letter of Credit shall be for an initial one(1) year period renewable each year for a total of forty-eight (48) months. The letter of credit shall state that the City shall be provided with sixty(60) day written notice in the event the

financial institution providing the irrevocable letter of credit of credit intends not to renew it and shall be in a form acceptable to the City Attorney; and

WHEREAS, The Irrevocable Letter of Credit may be reduced yearly to an amount conforming to the reduced balance remaining after the previous year's installments have been made.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises of parties the sufficiency of which is not disputed, the parties agree as follows:

1. The recitals set forth above are incorporated herein as if fully set forth.
2. The City agrees to execute the Joint Resolution, Exhibit B, to this Agreement.
3. The Township agrees to execute the Joint Resolution, Exhibit B to this Agreement.
4. When the Municipal Board approves the Joint Resolution, the Township may use the Twelve Thousand Dollars (\$12,000.00) deposited by the Landowners with the Township.
5. The City agrees, subject to receipt of funds from the Landowners, to pay to the Township Twelve Thousand Dollars (\$12,000.00) annually for a period of four (4) years beginning on the anniversary date the Municipal Board approves the Joint Resolution.
6. THIS AGREEMENT may be amended in writing subject to the approval of all the parties.

CITY OF PRIOR LAKE

TOWNSHIP OF SPRING LAKE

BY Lee Andren
ITS MAYOR, Lee Andren

BY Dean Borke
ITS CHAIRMAN

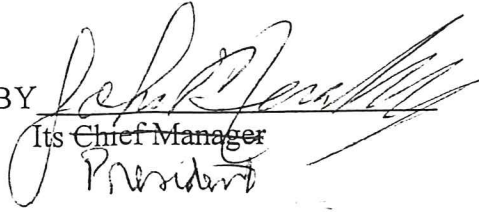
AND Frank Boyles
Its City Manager, Frank Boyles

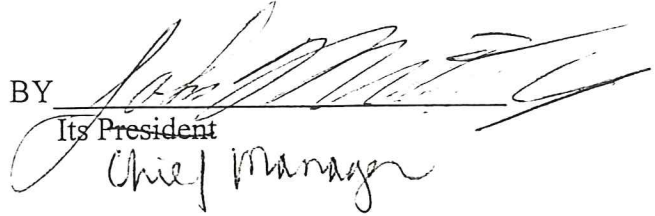
AND Wm James Leuker
Its Clerk

MESENBRINK CONSTRUCTION &
ENGINEERING, INC.

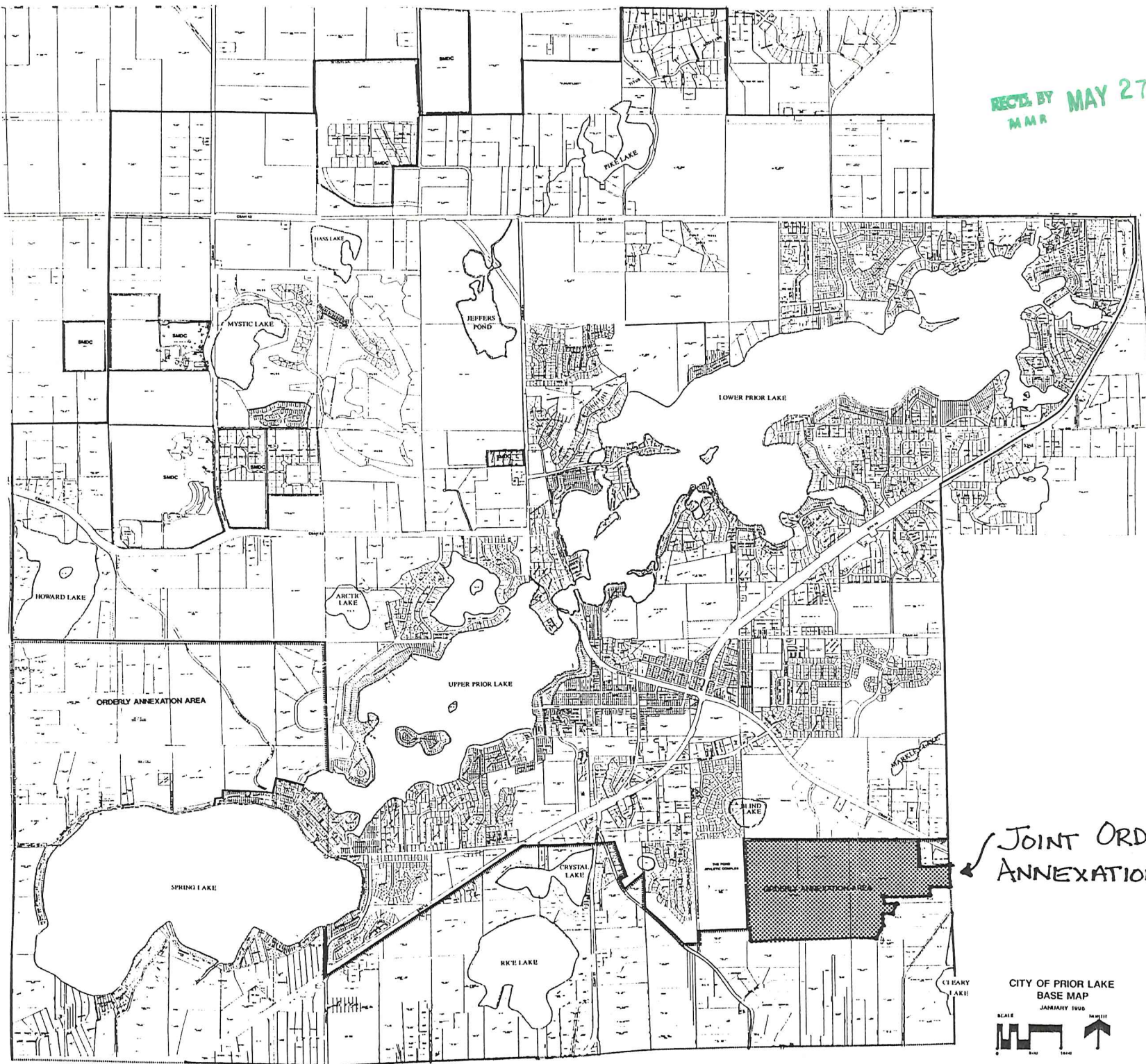
DEERFIELD DEVELOPMENT, LLC

REC'D BY MAY 27 1997
MMR

BY 
Its Chief Manager
President

BY 
Its President
Chief Manager

RECT. BY MAY 27 1997
MMR



JOINT ORDERLY
ANNEXATION AREA

CITY OF PRIOR LAKE
BASE MAP
JANUARY 1990



RECEIVED BY MAY 27 1997

Figure 4-6

SCOTT COUNTY MINNESOTA

HISTORIC SITES

- 1 Abraham Blisson House
- 2 Bridge No. L-3040
- 3 Church of Saint Wenceslaus
- 4 Julius Coller House
- 5 Early Shakopee Residences
- 6 Episcopal Church of Transfiguration
- 7 Foss and Wells House
- 8 Hooper-Bowler-Hillstrom House
- 9 Jordan Brewery Ruin
- 10 Jordan Historic District
- 11 Kajer, Wencil, Farmstead
- 12 Mudbaden Sulphur Springs Company
- 13 New Market Hotel and Store
- 14 Roehl-Lenzmeier House
- 15 Saint Mary's Church of Purification
- 16 Shakopee Historic District

