

Municipal Boundary Adjustments Docket No. _____
City of Waconia Resolution No. 2004-172
Waconia Township Resolution No. n/a

**CITY OF WACONIA
WACONIA TOWNSHIP
COUNTY OF CARVER
STATE OF MINNESOTA**

**JOINT RESOLUTION OF THE CITY OF WACONIA AND WACONIA TOWNSHIP
AS TO THE ORDERLY ANNEXATION OF PROPERTY**

WHEREAS, the City of Waconia (the "City") and Waconia Township (the "Township") desire to enter into an agreement ("Joint Resolution") to provide for the orderly development and extension of services to areas of the Township that are or are about to become urban or suburban in character; and

WHEREAS, the City and the Township wish to encourage development and extension of service to properties in an orderly manner; and

WHEREAS, the City and the Township are in agreement as to the procedures and process for orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

WHEREAS, it is in the best interest of the City, the Township and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety and welfare; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City of Waconia, Carver County, Minnesota and Waconia Township, Carver County, Minnesota, as follows:

1. **Description of Orderly Annexation Area.** The area legally described on attached Exhibit A and graphically depicted on attached Exhibit B ("OA Area") is properly subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the parties hereby designate this area for orderly annexation as provided by statute.
2. **Provision of Municipal Services.** Upon annexation of a portion of the property described in Exhibit A, the City shall make a good faith effort to make municipal sanitary sewer service and municipal water service available to the OA Area within three years from the effective date of the annexation.
3. **Department of Administration, Municipal Boundary Adjustments Jurisdiction.**

Upon approval of this Joint Resolution by the City and the Township, this Joint Resolution shall confer jurisdiction upon the Department of Administration, Municipal Boundary Adjustments hereinafter referred to as "**the MBA**", or its successor pursuant to Minnesota Statutes, so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.

4. **No Alterations of Boundaries.** The City and the Township agree that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
5. **Conditions for Annexation.** The City and the Township mutually state that: 1) this Joint Resolution sets forth all of the conditions for annexation of the OA Area designated herein for orderly annexation and that no consideration by the MBA is necessary; and 2) the MBA may review and comment, but shall, within thirty days of receipt, order the annexation in accordance with the terms and conditions of this Joint Resolution.
6. **Approval Process.** The City and the Township mutually state that the OA Area shall be annexed to the City by the MBA upon receipt of the City's resolution in accord and with the terms of this Joint Resolution as follows:
 - a. **Approval Process.** (i) Petition requesting annexation signed by the property owners of 100% of individual parcels of record to be then annexed; or (ii) agreement of both the City and the Township.
 - b. **Payments to Township.**
 1. Each time any portion of the OA Area is annexed to the City pursuant to this Joint Resolution, the City shall pay the Township a sum equal to the Per Acre Reimbursement Amount (as defined below) multiplied by the acreage of the parcel then annexed. Such sum shall be paid in two equal installments, the first which shall be paid within thirty days of the day the property is annexed and the second which shall be paid on the first anniversary of the initial payment. The City shall determine the acreage of each parcel annexed and such determination shall be binding upon the Township absent manifest error. For purposes of this section:

The "**Per Acre Reimbursement Amount**" means \$250.00 until July 1, 2008. On July 1, 2008 and on July 1 of each year thereafter the Per Acre Reimbursement Amount shall increase by three percent over the amount paid during the preceding twelve month period.

Property shall be deemed "annexed" on the day the MBA orders annexation.

2. The City shall remit all delinquent taxes, charges and assessments

collected from any portion of the OA Area if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a 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 the Township the amount which was deferred during the time the property was in the Township.

3. 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 the Township levied special assessments. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain 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.


Other than the reimbursement outlined above, no other reimbursement or taxes shall be owed to the Township from the City.

7. **Planning in the Orderly Annexation Area.** Planning, zoning and subdivision authority in the OA Area shall be under the jurisdiction of the City, and all City zoning and subdivision ordinances and the City's Comprehensive Plan shall apply to the OA Area. The City and the Township shall jointly request the County of Carver to transfer planning, zoning, and subdivision authority over the OA Area to the City of Waconia.
8. **Township Review.** The City shall provide the Township, upon the Township's written request, with copies of all concept plans and preliminary plat filings as such documents are submitted to the City for properties within the OA Area.
9. **No Hearing Required.** Pursuant to Minnesota Statutes, Section 414.0325, the City and the Township agree that, with respect to the OA Area, no hearing is required and the City may initiate annexation of the OA Area by filing a resolution with the MBA, or its successor agency, and the Township. The Township agrees not to object to or oppose any annexation undertaken pursuant to the terms and conditions contained in this Joint Resolution.
10. **Roads Within Area Designated for Orderly Annexation.** Except as specifically set out herein or unless otherwise agreed by the parties, the Township shall maintain all roads in the OA Area not annexed to the City and the City shall maintain all roads annexed to the City.

11. **Utility and Road Charges.** The City shall not specially assess the Township's properties for the costs of installing utilities or roads in the OA Area. However, the City may recover its utility and road installation costs via connection charges that would be due upon connection of the abutting properties to the utilities. Connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of connection to said service.
12. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Joint Resolution prior to initiating an action in District Court.
13. **Venue.** This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota. The Venue for all actions concerning this Agreement shall be Carver County, Minnesota.
14. **Annexation within the OA Area.** Unless otherwise agreed to by the parties, the City shall not annex any property from the OA Area except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive procedures under which annexation from the Township to the City may occur within the OA Area.
15. **Costs Associated with Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement and all applicable filing fees and other costs necessary to have the Joint Resolution filed with and approved by the MBA.
16. **Authorization.** The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.
17. **Severability.** If any section of this Joint Resolution is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Township will seek to have any provision of this Joint Resolution declared null and void. If a court issues an order declaring a portion of this Joint Resolution unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or of the legislature, special legislation, both actions being for the purpose of reinstating the original intent of this Joint Resolution.
18. **Effective Date and Expiration Date.** This Joint Resolution is effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law. This Joint Resolution shall expire at the end of the day on July 1, 2015, except as specifically provided in this section. If an annexation has been initiated pursuant to this Joint Resolution on or before July 1, 2015 but not completed by such date, then this Joint Resolution shall continue to apply to such annexation until it has been completed in its entirety. For purposes of this section, an annexation shall be deemed initiated when the City adopts a resolution to annex property within the OA Area.

PASSED, ADOPTED AND APPROVED by the Waconia Town Board of Supervisors,
Carver County, Minnesota this 22nd day of December, 2004.

WACONIA TOWNSHIP



Gordon WICKENHAUSER, Chair




Jeff Schmendinger, Clerk

PASSED, ADOPTED AND APPROVED by the Waconia City Council, Carver County,
Minnesota this 20th day of December, 2004.

CITY OF WACONIA



Don Johnson, Mayor



Mary J. Johnson, CMC, City Clerk

EXHIBIT A

Description of Property

Parcel A (Vankeulen):

Tract 1: The North 72.67 acres of the South Half of Northeast Quarter of Section 24, Township 116, Range 25, and of the Southwest Quarter of the Northwest Quarter of Section 19, Township 116, Range 24, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 19, Township 116, Range 24; thence running West 50 chains to the Northwest corner of the Southeast Quarter of Northeast Quarter of Section 24, Township 116, Range 25; thence South 14 chains to a post; thence East 50 chains; thence North 14 chains to place of beginning, also three acres along the East side of Southwest Quarter of Northeast Quarter of Section 24, Township 116, Range 25 of equal width. EXCEPT 2 rods of land on west line of said line 14 chains from South to North. AND EXCEPT any land located in the Southwest Quarter of the Northwest Quarter of Section 19, Township 116, Range 24.

Tract 2: Commencing at the Southeast corner of the Northeast Quarter of Northeast Quarter of Section 24, Township 116, Range 25, thence West on half quarter section line 24 chains to a post; thence North 45 degrees 45 minutes East 4.87 chains to a post; thence North 49 degrees 45 minutes East three chains to a post; thence North 67 degrees East 1 chain to a post; thence North 89 degrees 15 minutes East, 4.23 chains to a post; thence South 84 degrees 30 minutes East 13.15 chains to range line; thence South on said range line 4.63 chains to place of beginning. EXCEPT that part of the Northeast Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, described as follows: Beginning at the Southwest corner of said Northeast Quarter of the Northeast Quarter; thence on an assumed bearing of South 89 degrees 07 minutes 00 seconds East along the south line of said Northeast Quarter of the Northeast Quarter a distance of 403.00 feet; thence North 0 degrees 35 minutes 09 seconds East, parallel with the West line of said Northeast Quarter of the Northeast Quarter a distance of 408.91 feet to the centerline of Airport Road; thence Southwesterly along said centerline of Airport Road to the West line of said Northeast Quarter of the Northeast Quarter; thence South 0 degrees 35 minutes 09 seconds West along said West line a distance of 303.12 feet to the point of beginning. AND EXCEPT that part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, lying Southeasterly of the centerline of Airport Road.

Parcel B (Plowshares):

Tract 1: The South 12.0 acres of the Southeast Quarter of the Northeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota.

Tract 2: The Northeast Quarter of the Southeast Quarter of Section 24, Township 116, Range 25, Carver County.

Tract 3: The East 3.0 acres of the Northwest Quarter of the Southeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota.

Tract 4: The South 18.0 acres of the Southwest Quarter of the Northwest Quarter of Section 19, Township 116, Range 24, Carver County, Minnesota.

Parcel C (Waconia/Hill):

Tract 1: The South Half of the Southeast Quarter of Section 24, Township 116, Range 25, Carver County, Minnesota, excepting therefrom the following described tracts:

1. Commencing at the southeast corner of Section 24, Township 116, Range 25, Carver County, Minnesota; thence North along the east line of said Section a distance of 733.5 feet to a point; the place of beginning for the tract of land to be described herein; thence deflecting left 35 degrees 34 minutes and running northwesterly a distance of 718.07 feet to a point on the north line of the Southeast Quarter of the Southeast Quarter of Section 24, Township 116, Range 25 West; thence deflecting right 125 degrees 08 minutes and running East along the north line of the Southeast Quarter of the Southeast Quarter of said Section 24 a distance of 80.7 feet to a point; thence deflecting right 54 degrees 52 minutes and running southeasterly a distance of 579.3 feet to a point on the east line of said Section 24, Township 116 North, Range 25 West; thence deflecting right 35 degrees 34 minutes and running South along the east line of said Section 24 a distance of 113.47 feet to the place of beginning.

2. Commencing at the southeast corner of Section 24, Township 116, Range 25, Carver County Minnesota; thence North along the east line of said Section 24, a distance of 1254.46 feet, the place of beginning for the tract of land to be described herein; thence deflecting left 120 degrees 03 minutes running southwesterly a distance of 238.47 to a point; thence deflecting right 84 degrees 29 minutes and running northwesterly a distance of 33.12 feet to a point; thence deflecting right 95 degrees 31 minutes and running northeasterly a distance of 260.74 feet to a point on the east line of said Section 24, Township 116, Range 25 West; thence deflecting right 120 degrees 03 minutes along the east line of Section 24, Township 116, Range 25 a distance of 38.12 feet to the place of beginning.

3. Commencing at the Southeast Section corner of Section 24, Township 116, Range 25, and running thence North along the east section line of said Section 24 a distance of 1292.58 feet to the place of beginning; thence continuing North along said east section line a distance of 28.19 feet to a point; thence deflecting left 89 degrees 20 minutes and running east a distance of 337.5 feet to a point on the easterly right-of-way line of Carver County State Aid Highway No. 10; thence deflecting left 125 degrees 08 minutes and running southeasterly along said easterly right of way of

Carver County State Aid Highway No. 10 a distance of 191.83 feet to a point; thence deflecting left 84 degrees 29 minutes and running northeasterly along the northerly right-of-way of a two rod roadway a distance of 260.24 feet to the place of beginning.

4. Commencing at the Southeast Section corner of Section 24, Township 116, Range 25, and running thence North along the east section line of said Section 24 a distance of 846.97 feet to the place of beginning; thence continuing North along said east section line a distance of 407.49 to a point on the southerly right-of-way of a two rod roadway; thence deflecting left 120 degrees 03 minutes and running southwesterly along said southerly right-of-way line a distance of 238.47 feet to a point on the easterly right-of-way line of Carver County State Aid Highway No. 10; thence deflecting left 95 degrees 31 minutes and running southeasterly along said Easterly right-of-way line of said County State Aid Highway a distance of 354.35 feet to the place of beginning.

Tract 2: The East Twenty Acres of the North Half of the Northeast Quarter of Section 25, Township 116, Range 25, Carver County, Minnesota.

Parcel D (Siegle):

Tract 1: The North Half of the Northeast Quarter of Section 26, Township 116, Range 25 West.

Tract 2: The South Half of the Northeast Quarter of Section 26, Township 116, Range 25 West, according to the Government Survey thereof Carver County, Minnesota

Parcel E (Steiner):

Tract 1: The Southwest Quarter of the Northeast Quarter; the South 16.2 acres of the tract consisting of the Northwest Quarter of the Northeast Quarter and the west 20 acres of the Northeast Quarter of the Northeast Quarter; The North 43.8 acres of the tract consisting of the Northwest quarter of the Northeast quarter and of the West 20 (Twenty) acres of the Northeast quarter of Northeast quarter of Section Twenty-five (25) Township One Hundred Sixteen (116) North of Range Twenty-five (25) West.

Tract 2: The Southeast Quarter of the Northeast Quarter EXCEPT 16.2 acres deeded to Gustav Thun by deed recorded in Book 24 of Deeds, page 6 Register of Deeds Office in and for said county and described as follows:

Commencing at the Northeast corner of the Southeast Quarter of Northeast Quarter of Section 25 Township 116 Range 25; thence South 37 degrees west 80 feet to a point; thence South 45 degrees West 500 feet to a point; thence South 40 degrees West 200 feet to a point; thence South 30 degrees 40 minutes West 700

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feet to a point; thence South 19 degrees 45 minutes West 165 feet to the Quarter Section Line; thence East along said Quarter Section line 933.5 feet to the Township Line; thence North along said Township line 1324 feet to place of beginning all situated in Section 25, Township 116, Range 25, according to the plat thereof on file or of record in the office of the County Recorder, Carver County, Minnesota.

EXHIBIT B

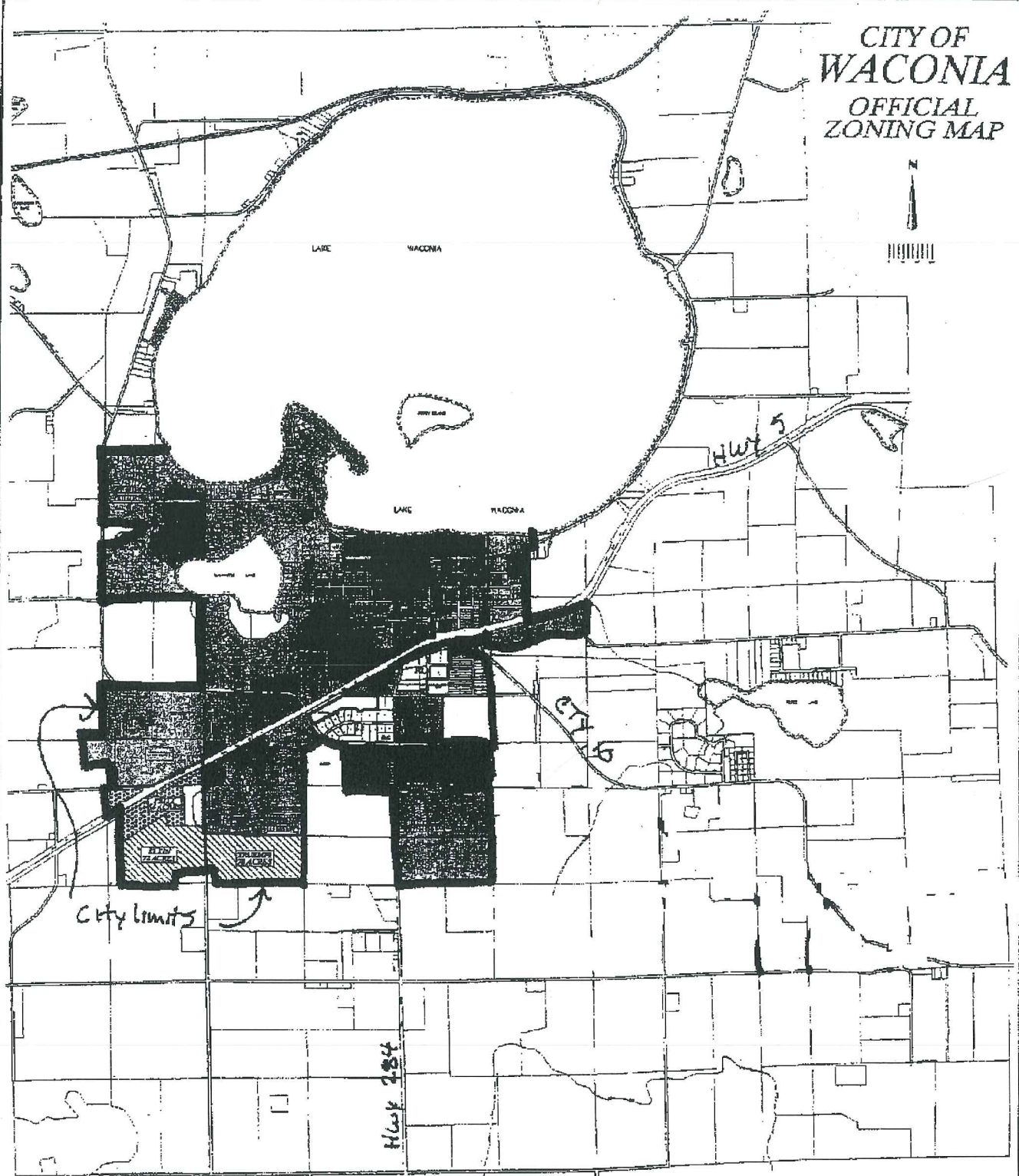
Diagram of Property



* Property at issue shown with cross-hatching.

JAN 13 2005

CITY OF
WACONIA
OFFICIAL
ZONING MAP



City limits

Hwy 284

Hwy 5

City 5

PREPARED BY:
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