

Municipal Boundary Adjustments Docket No. \_\_\_\_\_

**CITY OF WACONIA  
RESOLUTION 2005-180**

**TOWNSHIP OF WACONIA RESOLUTION \_\_\_\_\_.**

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

**WHEREAS**, the City of Waconia (the "City") and Waconia Township (the "Township") desire to enter into this Joint Resolution of for the Orderly Annexation of Property (the "Joint Resolution") to provide for the orderly development and extension of services to an area of the Township that is or is about to become urban or suburban in character; and

**WHEREAS**, the City and the Township wish to encourage development and the extension of municipal services to property in an orderly manner; and

**WHEREAS**, the City and the Township are in agreement as to the procedures and process for the 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 this orderly annexation in the furtherance of orderly growth and the protection of the public health, safety, and general 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 Council of Waconia, Carver County, Minnesota and the Board of Supervisors of Waconia Township, Carver County, Minnesota:

1. **The Property.** The area subject to this Joint Resolution is legally described on the attached **Exhibit A**, and depicted on the attached **Exhibit B** (the "Property").
2. **Annexation Designation.** The Township and the City hereby designate the Property for orderly annexation, pursuant to Minnesota Statute § 414.0325.
3. **Municipal Boundary Adjustments - Jurisdiction.** Upon approval of this Joint Resolution by the Township and the City, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments, or its successor, so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.

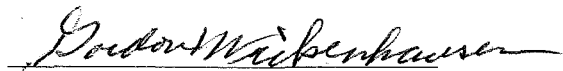
JAN 27 2006

4. **No Alteration of Boundaries.** The Township and the City agree that the Property is in need of orderly annexation and that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
5. **Annexation.** The Township and the City agree that: 1) the conditions of annexation shall be governed by this Joint Resolution and that no further consideration by the director is necessary; and 2) the director may review and comment, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Property into the City of Waconia in accordance with the terms of this Joint Resolution.
6. **Delinquent Taxes, Charges, and Assessments.** The City shall remit to the Township upon receipt all delinquent taxes, charges, and assessments collected from the Property if such taxes, charges, or assessments originally payable while the Property remained in the Township. Additionally, when the 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.
7. **Levied Assessments.** 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. If the Property is paying special assessments levied by the Township, the City shall collect such money and return such money to the Township within 30 days of receipt by the City.
8. **Other Reimbursements.** Other than the reimbursements and payments outlined in Sections 7, 8, and 9 of this Joint Resolution, no other reimbursement or taxes shall be owed to the Township from the City.
11. **Authorization.** The appropriate officers of the City and Town are hereby authorized to carry the terms of this Joint Resolution into effect.
12. **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 that the court reform this Joint Resolution for the purpose of affecting the original intent of this Joint Resolution.
13. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.
14. **Venue.** The venue for all actions concerning this Agreement shall be Carver County, Minnesota.


15. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Joint Resolution prior to initiating an action in District Court.
16. **Entire Agreement.** With respect to the Subject Area and Orderly Annexation Area legally described in **Exhibit B** and shown on **Exhibit A**, respectively, which are attached hereto and incorporated herein by reference, the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.
17. **Notice.** Any notices required under the provisions of this Joint Resolution shall be in writing and deemed sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, to the City Administrator or to the Township Clerk at their official addresses.
18. **Legal Description and Mapping.** The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided in **Exhibit A** or mapping provided in **Exhibit B**, in the judgment of the Office of Administrative Hearings/Municipal Boundary Adjustments, the City and Township agree to make such corrections and file any additional documentation, including new **Exhibits A or B** making the corrections requested or required by the Office of Administrative Hearings/Municipal Boundary Adjustments as necessary to make effective the annexation of the Property in accordance with the terms of this Joint Resolution.
19. **Effective Date.** This Joint Resolution shall be effective upon its adoption by the respective governing bodies of the Township and the City, as provided by law.

*(Remainder of page intentionally left blank, signatures to follow.)*

APPROVED BY THE TOWNSHIP OF WACONIA THIS 12<sup>th</sup> DAY OF December, 2005.

  
Chairman

ATTEST:

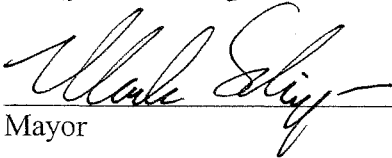
  
Clerk

REC'D BY  
MMS

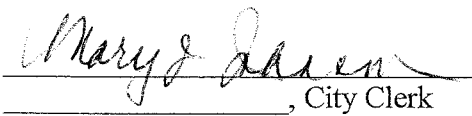
JAN 27 2006

APPROVED BY THE CITY COUNCIL OF THE CITY OF WACONIA THIS 7<sup>th</sup>

DAY OF November, 2005.

By:   
Mayor

ATTEST:

By:   
City Clerk



**EXHIBIT A****Legal Description of Property**

1) That part of Government Lots 3 and 4 of Section 13, Township 116 North, Range 25 West within the tract described as follows:

Commencing at a stone at the southeast corner of said Section 13, running thence south 88 degrees 15 minutes west a distance of 1615.56 feet to an iron marker, thence north 00 degrees 15 minutes west a distance of 1106.3 feet to an iron marker; thence north 88 degrees 03 minutes east a distance of 517.9 feet to an iron marker; thence north 00 degrees 48 minutes east a distance of 46.3 feet to an iron marker; thence north 88 degrees 08 minutes east a distance of 83.5 feet to an iron marker; thence north 00 degrees 33 minutes east a distance of 319.7 feet to an iron marker; thence north 71 degrees 13 minutes east a distance of 79.7 feet to an iron marker; thence north 00 degrees 47 minutes west a distance of 297.4 feet to the highwater mark of Clearwater Lake; thence northeasterly along the highwater mark of said Lake a distance of 1070.7 feet, more or less, to the Meander Corner on the east line of said Section 13; thence south along the east line of said Section 13 a distance of 2262.4 feet to the place of beginning, excepting therefrom beginning at a point on the west line of said tract of land, said point being in the center of State Highway No. 5, where said Highway intersects said west line; thence east and northeasterly along the center of said highway a distance of 200 feet; thence due north to the shore of said Clearwater or Waconia Lake; thence west and southwesterly along the water's edge to the west line of the tract of land hereinbefore described; thence south along said west line to the center of said State Highway, the point of beginning.

2) That part of the North Half of Northeast Quarter of Section 24, Township 116 North, Range 25 West, described as follows:

Commencing at a stone at the Northeast corner of said Section 24, running thence South 88 degrees 15 minutes West along the north line of said section a distance of 1615.56 feet to an iron marker; thence South 1 degree 38 minutes East a distance of 599.6 feet to an iron marker on the northwesterly line of the Minneapolis and St. Louis Railway right of way; thence running along the northwesterly line of said railway right of way as follows: North 74 degrees 06 minutes east a distance of 891.0 feet; thence North 71 degrees 49 minutes East a distance of 300.0 feet; thence North 61 degrees 56 minutes East a distance of 200.0 feet; thence North 54 degrees 08 minutes East a distance of 200.0 feet; thence North 46 degrees 15 minutes East a distance of 161.4 feet to the place of beginning.

3) That part of Government Lot Four (4), in Section Thirteen (13), Township One Hundred Sixteen (116), Range Twenty-five (25), West of 5th Principal Meridian in Carver County, lying west and adjacent to the following described tract:

Commencing at a stone monument at the Southeast corner of said Section 13, thence running South 88 degrees 15 minutes West, 1615.56 feet to an iron marker; thence North 00 degrees 15 minutes West, 1106.3 feet to an iron marker; thence North 88 degrees 03 minutes East a distance of 517.9 feet to an iron marker; thence North 00 degrees 48 minutes East, 46.3 feet to an iron marker; thence North 88 degrees 08 minutes East, 83.5 feet to an iron marker; thence North 00 degrees 33 minutes East, 319.7 feet to an iron marker; thence North 71 degrees 13 minutes East, 79.7 feet to an iron marker; thence North 00 degrees 47 minutes West, 297.4 feet to the highwater mark of Clearwater Lake; thence Northeasterly along the highwater mark of said Clearwater Lake a distance of 1070.7 feet more or less to the Meander Corner on the East line of said Section 13; thence South along the East line of said Section 13, 2262.4 feet to the place of beginning.

The portion to be conveyed being described as follows:

Beginning at a point where the West line of the above described tract intersects the South line of a public highway, said highway having been known as State Highway No. 5; thence South 00 degrees 47 minutes East 198.5 feet to an iron marker; thence South 71 degrees 13 minutes West 79.7 feet to an iron marker; thence North 00 degrees 47 minutes West to a point on the south line of said State Highway No. 5; thence Northeasterly along the south line of said State Highway No. 5, to the place of beginning.

REC'D BY  
MMB

JAN 27 2006

**EXHIBIT B**

**Depiction of Property**



