

**CITY OF CARVER  
CARVER COUNTY, MINNESOTA  
RESOLUTION NO. 103-19**

**AN ANNEXATION RESOLUTION FOR THE CITY OF CARVER IN ACCORDANCE  
WITH OA-1428 CARVER/DAHLGREN TOWNSHIP JOINT ANNEXATION  
AGREEMENT DESIGNATING PROPERTY FOR IMMEDIATE ORDERLY  
ANNEXATION**

**WHEREAS**, the City of Carver (hereinafter “the City”) and Dahlgren Township (hereinafter the “Township”) entered into an Orderly Annexation Agreement (OAA) on March 19, 2009 for the purpose of orderly and planned annexation pursuant to Minnesota Statutes, Section 414.0325; and

**WHEREAS**, the Orderly Annexation Agreement has been filed with the Office of Administrative Hearings Municipal Boundary Adjustments Office; 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 October 24, 2018 the City received a petition for annexation from Carver Investment LLC in accordance with Section 8 of the OAA. The petition was signed by Keith Ulstad, Senior Vice President of Development; and

**WHEREAS**, the petition requested immediate orderly annexation of the property designated in Exhibit A; and

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

**WHEREAS**, the property (PID 040130400), is located within the annexation area as described in the OAA; and

**WHEREAS**, on November 1, 2018 the City provided notice of the petition to the township and;

**WHEREAS**, Westwood Professional Services, Inc. (“Westwood”), a Minnesota business corporation, has paid the Township pursuant to Sections 6.A and 8 of the Joint Agreement the amount of \$15,965.00 and the Township has provided evidence to the City to document the payment; and

**WHEREAS**, the property has proposed development by United Properties with plan development to be completed by Westwood; and

**WHEREAS**, there are not any delinquent taxes owed on the property that the City would be required to be paid to the Township under Section 6.B of the Joint Agreement; and

**WHEREAS**, the 2018 Property Tax Statements for the parcels identify that Dahlgren Township will receive a total of \$2,982.36 in taxes in 2018; and

**WHEREAS**, there are not any outstanding special assessments levied by the Township on the property that the City would be required to forward to the Township under Section 6.C of the Joint Agreement; and

**WHEREAS**, there may be deferred Green Acres and Rural Preserves taxes, which amounts will be remitted from the City to the Township if collected by the City; and

**WHEREAS**, the Joint Agreement provides in the last paragraph of Section 6 that other than the reimbursement outlined in Sections 6.B and 6.C, no other reimbursement or taxes shall be owed to the Township from the City; and

**WHEREAS**, in accordance with Section 4 of the Joint Agreement, annexation of the 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.

**WHEREAS**, the property designated and legally described herein for immediate orderly annexation, is urban or suburban, or about to become so, and annexation is in the best interests of the City and property owner 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 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 property; and

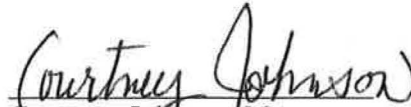
**WHEREAS**, in accordance with Section 4 of the Joint Agreement, annexation of the property designated herein pursuant to the Joint Agreement does not require a hearing or any consideration by the Office of Administrative Hearings ("OAH"), except to the extent that the OAH may review and comment thereon.

**NOW, THEREFORE, BE IT RESOLVED** the City of Carver as follows:

1. All recitals listed above are incorporated herein by reference.
2. This Annexation Resolution hereby constitutes and shall be referred to as the "Annexation Resolution" as provided in Section 8 of the Joint Agreement.

3. The property legally described in Exhibit A and designated as in need of immediate orderly annexation is 30.60 gross 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 property designated in this Annexation Resolution and legally described in Exhibit A in accordance with the terms of the Joint Agreement. Subject to paragraph 10 of this Annexation Resolution, 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 property after annexation if such taxes or charges were originally payable while the property remained in the Township. Additionally, if 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 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 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. In accordance with Section 6 of the Joint Agreement, no other reimbursement or taxes shall be owed to the Township from the City.
8. The City shall file this Annexation Resolution with the Township and the OAH Municipal Boundary Adjustments Office along with the required filing fee.
9. 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 by the City Council of the City of Carver on this 7 day of January 2019.

  
Courtney Johnson, Mayor

ATTEST:

  
Vicky Sons-Eiden, City Clerk/Treasurer

## **Exhibit A**

### **Carver Investment Property**

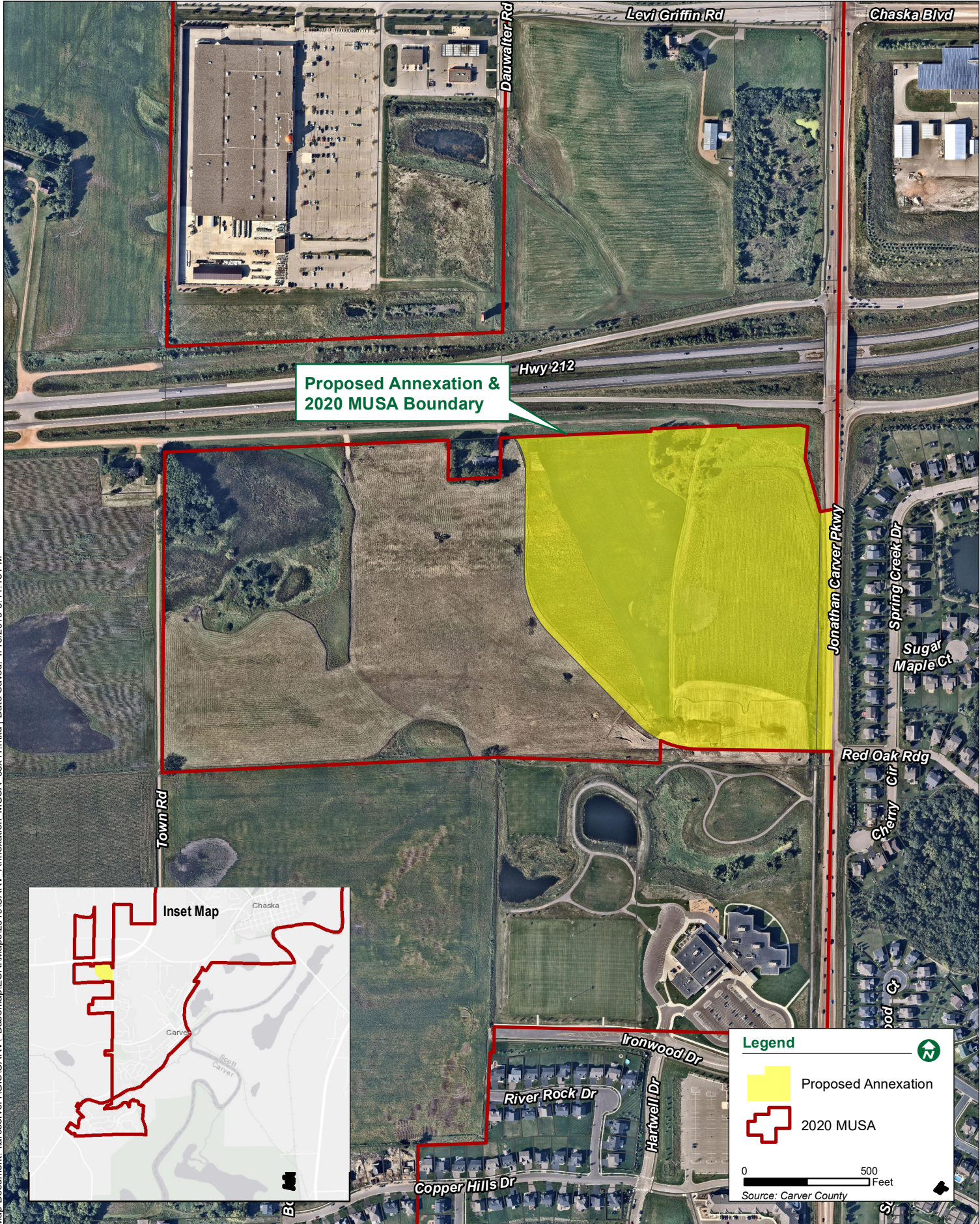
#### **Legal Description:**

That part of the East Half of the Northeast Quarter of Section 13, Township 115, Range 24, Carver County, Minnesota, described as follows:

Beginning at the northeast corner of said East Half of the Northeast Quarter; thence South 00 degrees 54 minutes 35 seconds West, assumed bearing along east line of said East Half of the Northeast Quarter, a distance of 1361.72 feet; thence North 89 degrees 05 minutes 25 seconds West a distance of 535.80 feet; thence northwesterly a distance of 273.43 feet, along a tangential curve, concave to the Northeast, having a central angle of 44 degrees 45 minutes 42 seconds and a radius of 350.00 feet; thence North 44 degrees 19 minutes 42 seconds West, tangent to last described curve, a distance of 497.70 feet; thence northeasterly a distance of 274.89 feet, along a tangential curve, concave to the Northeast, having a central angle of 45 degrees 00 minutes 00 seconds and a radius of 350.00 feet; thence North 00 degrees 40 minutes 18 seconds East, tangent to last described curve, a distance of 402.10 feet; thence northwesterly a distance of 218.04 feet, along a tangential curve, concave to the Southwest, having a central angle of 58 degrees 06 minutes 25 seconds and a radius of 215.00 feet to the northwest corner of said East Half of the Northeast Quarter; thence North 87 degrees 33 minutes 53 seconds East, along the north line of said East Half of the Northeast Quarter a distance of 1345.32 feet to the point of beginning.

EXCEPT that part thereof lying within the right of way of Trunk Highway No. 212 as platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 10-30, according to the recorded plat thereof, Carver County, Minnesota.









**Legend**

 City Limits

**United  
Properties**



**Disclaimer:**

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Carver is not responsible for any inaccuracies herein contained.

0 2,000 Feet

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