

**RECEIVED**

By: OAH on April 21, 2021

**CITY OF CARVER  
CARVER COUNTY, MINNESOTA  
RESOLUTION NO. 115-21**

**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, updated and amended November 9, 2020, 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 March 10, 2021 the City received a petition for annexation from Kristine Schrempp in accordance with Section 8 of the OAA. The petition was signed by Eric Fagerberg, P.E.; 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 040130610), is located within the annexation area as described in the OAA; and

**WHEREAS**, on March 17, 2021 the City provided notice of the petition to the township and;

**WHEREAS**, J. David Management Inc., a limited liability company, has paid the Township pursuant to Sections 6.A and 8 of the Joint Agreement the amount of \$19,000 and the Township has provided evidence to the City to document the payment; and

**WHEREAS**, the property has proposed development by Brandl Anderson with plan development to be completed by J.R. Hill; 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 2021 Property Tax Statements for the parcels identify that Dahlgren Township will receive a total of \$288.90 in taxes in 2021; 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 37.54 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 19 day of April, 2021.

  
Courtney Johnson, Mayor

ATTEST:

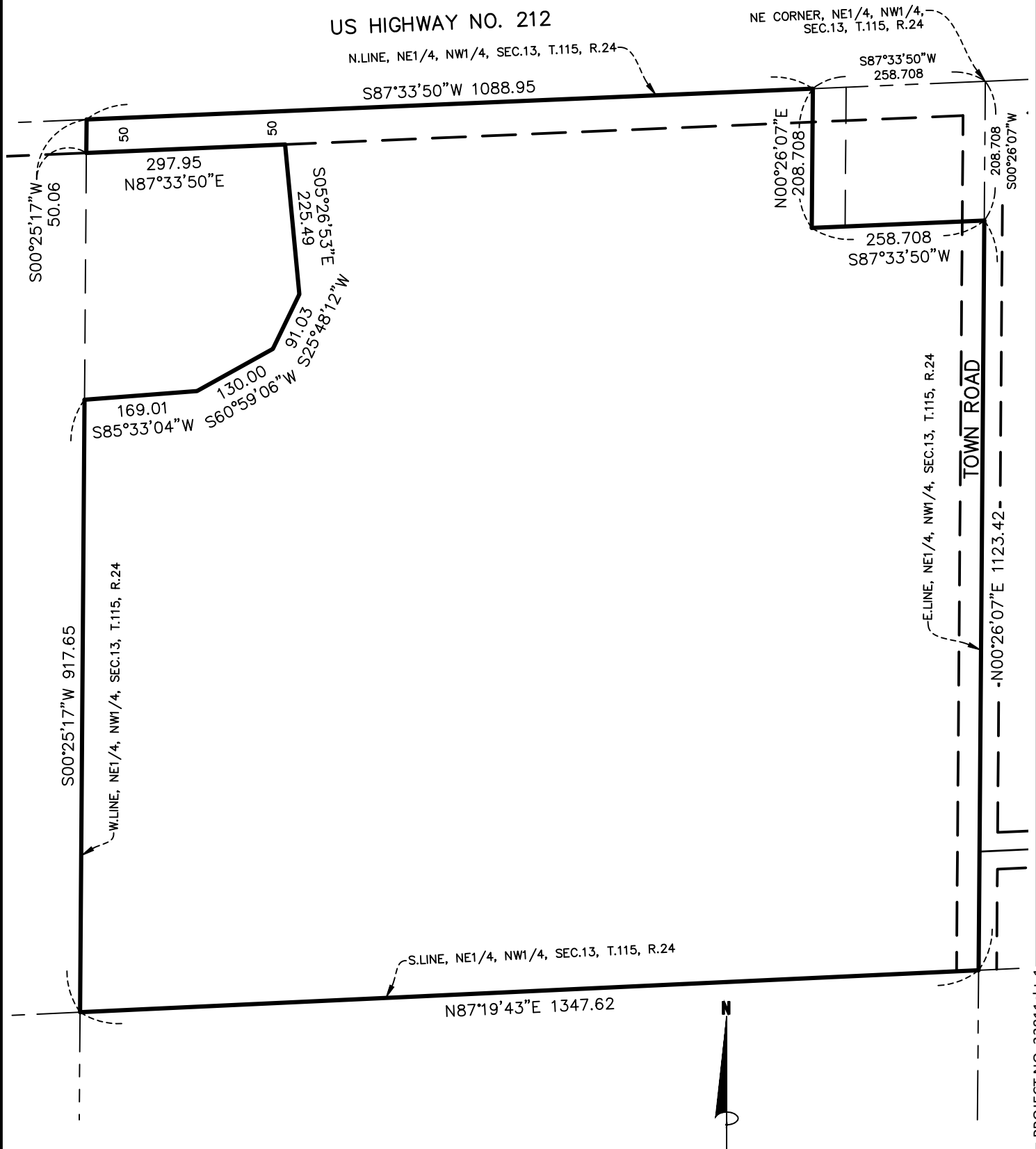
  
Vicky Sons-Eiden, City Clerk/Treasurer

## EXHIBIT A

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

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of South 00 degrees 26 minutes 07 seconds West, along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 208.708 feet to the point of beginning of the land to be described; thence South 87 degrees 33 minutes 50 seconds West, parallel with the north line of said Northeast Quarter of the Northwest Quarter a distance of 258.708 feet; thence North 00 degrees 26 minutes 07 seconds East, parallel with said east line, a distance of 208.708 feet to said north line; thence South 87 degrees 33 minutes 50 seconds West, along said north line, a distance of 1088.95 feet to the west line of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 25 minutes 17 seconds West, along said west line, a distance of 50.06 feet to a line parallel with and 50.00 feet southerly of said north line; thence North 87 degrees 33 minutes 50 seconds East, parallel with said north line, a distance of 297.95 feet; thence South 05 degrees 26 minutes 53 seconds East a distance of 225.49 feet; thence South 25 degrees 48 minutes 12 seconds West a distance of 91.03 feet; thence South 60 degrees 59 minutes 06 seconds West a distance of 130.00 feet; thence South 85 degrees 33 minutes 04 seconds West a distance of 169.01 feet to said west line; thence South 00 degrees 25 minutes 17 seconds West, along said west line a distance of 917.65 feet to the south line of said Northeast Quarter of the Northwest Quarter; thence North 87 degrees 19 minutes 43 seconds East, along said south line, a distance of 1347.62 feet to said east line; thence North 00 degrees 26 minutes 07 seconds East, along said east line, a distance of 1123.42 feet to the point of beginning.

# ANNEXATION SKETCH & DESCRIPTION





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