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By: OAH on May 28, 2019

**CITY OF NEW PRAGUE  
(Resolution No. 19-05-20-01)**

**LANESBURGH TOWNSHIP  
(Resolution No. 2019-1)**

**JOINT RESOLUTION TERMINATING A PREVIOUS ORDERLY ANNEXATION  
AGREEMENT AND ESTABLISHING A NEW ORDERLY ANNEXATION  
AGREEMENT BETWEEN THE CITY OF NEW PRAGUE AND LANESBURGH  
TOWNSHIP PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325 TO  
PROVIDE FOR THE IMMEDIATE ANNEXATION OF CERTAIN PROPERTY**

**WHEREAS**, the City of New Prague, LeSueur County, Minnesota (“City”) and Lanesburgh Township, LeSueur County, Minnesota (“Town”) both desire to accommodate growth in a cooperative, planned, and orderly fashion; and

**WHEREAS**, the City and Town previously entered into that certain Orderly Annexation Agreement dated June 19, 1978 (the “1978 Agreement”) which provided for the orderly annexation of a large portion of real property located within the Town based on the terms therein; and

**WHEREAS**, the Town has historically taken the position that the 1978 Agreement is “null and void” but has, on multiple occasions, agreed to amend the 1978 Agreement to allow the City to annex certain portions of property by ordinance as permitted by state law; and

**WHEREAS**, the City and Town now mutually desire to terminate the 1978 Agreement and to proceed with future annexations on a case-by-case basis; and

**WHEREAS**, the City and Town are in agreement as to the orderly annexation of the unincorporated land described herein, and both determine such annexation will be to their benefit and to the benefit of their respective residents; and

**WHEREAS**, Minnesota Statutes, section 414.0325 provides a procedure whereby the City and the Town may agree on a process of orderly annexation of a designated area; and

**WHEREAS**, the City and the Town are in agreement as to the immediate annexation of the designated area in accordance with the provisions of this orderly annexation agreement (“Agreement”) in order to promote orderly and planned growth; and

**WHEREAS**, the subject property is urban or suburban or about to become so, and since the City is capable of providing services to this area within a reasonable time, the annexation would be in the best interest of the area; and

**WHEREAS**, the owner of the property has waived the electric utility service notice under Minnesota Statutes, section 414.0325, subdivision 1a, and the parties hereto acknowledge that

upon annexation, the New Prague Utility Commission shall begin migrating electric utility service to the Property; and

**WHEREAS**, the notice requirements prescribed by Minnesota Statutes, section 414.0325, subdivision 1b do not apply because the Agreement provides for the immediate annexation of the designated property and all of the owners of the property have petitioned for the annexation; and

**WHEREAS**, this Agreement sets out all of the terms and conditions for the annexation of the property described within this document and the signatories hereto agree that no consideration by the Chief Administrative Law Judge of the Office of Administrative Hearings is necessary.

**NOW, THEREFORE**, the City Council of the City of New Prague and the Town Board of Lanesburgh Township hereby resolve and agree to the immediate annexation into the City of the property herein described upon the following terms and conditions:

1. **Termination of 1978 Agreement.** The parties hereto hereby mutually agree to terminate the 1978 Agreement between the parties. The City and the Town will approach future annexations of property located within the Town on a case-by-case basis. Nothing herein shall prohibit the City from exercising any of its statutory powers related to annexing property. To the extent that any property was designated for annexation in the 1978 Agreement but has not to date been annexed, such property is no longer to be considered designated for annexation, unless and until the City and Town take any actions necessary to designate the property for annexation. The Office of Administrative Hearings, Boundary Adjustments Unit is hereby directed to take any action necessary to terminate the 1978 Agreement.
2. **Designated Area.** The unincorporated property designated for orderly annexation by this Agreement consists of the land legally described in the attached Exhibit A and shown on map attached hereto as Exhibit B ("Property").
3. **Immediate Annexation.** It is agreed that the Property be immediately annexed to the City. Upon its adoption by both the City and the Town, the City shall file this Agreement with the Chief Administrative Law Judge for processing and an order providing for the immediate annexation of the Property pursuant to its terms. The City shall be responsible for providing any additional information that may be required to accomplish the annexation provided for herein. In the event that there are errors, omissions, or any other problems with the legal description, mapping, or tax reimbursement provided within the Agreement and attached Exhibits, the parties agree to make such corrections and file any additional documentation, including a new Exhibit making the corrections requested or required by the Office of Administrative Hearings, Boundary Adjustments Unit, as may be necessary to make effective the annexation of said area in accordance with the terms of this Agreement, without the necessity of re-adopting this Agreement.
4. **Acreage/Population/Usage/Zoning.**
  - a. The Property consists of approximately 30.69 acres.

- b. The Property consists of multiple commercial enterprise and therefore is not populated by any residents.
  - c. The Property is owned by JJM Properties II, LLC, a limited liability company formed under the laws of the state of Minnesota, which company has filed a petition for this annexation as part of a desire to subdivide and provide City utilities to the Property.
  - d. The Property is east of the municipal boundary of the City and is separated from the City boundary by one parcel of property that is not included in this annexation.
  - e. Upon annexation, the Property will be included in the City's RL-90 Low Density Residential zoning code, subject to an anticipated rezoning request by the petitioners and/or any other prospective developer.
5. **Roads.** This annexation will have no effect on the jurisdiction over, or maintenance of, any public roads.
6. **Jurisdiction.** Pursuant to Minnesota Statutes, section 414.0325, the Town and the City, upon passage of this joint resolution, confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish orderly annexation in accordance with the terms of this Agreement.
7. **Tax Reimbursement.** Taxes payable to the Town in 2019 on the Property total \$7,506.90 and those 2019 taxes shall be paid to the Town. Pursuant to Minnesota Statutes, section 414.036, the City and the Town agree that upon annexation of the Property, the City shall reimburse the Town for additional property tax revenues according to the following schedule which is based on the 2019 taxes:
1. 2020 taxes (100%) - \$7,506.90
  2. 2021 taxes - \$6,005.52
  3. 2022 taxes - \$4,504.14
  4. 2023 taxes - \$3,002.76
  5. 2024 taxes - \$1,501.38

For taxes payable in years 2020 through 2024, the City shall make a direct reimbursement payment to the Town no later than January 31 of each year. There are no special assessments assigned by the Town to the Property, nor is there any debt incurred by the Town attributable to the Property. The City shall not be obligated to make any tax reimbursement payments for taxes payable in 2025 or thereafter, and all taxes collected shall be paid to the City.

8. **Review and Comment.** The City and the Town agree that upon receipt of this Agreement, as passed and adopted by each party, the Chief Administrative Law Judge may review and comment but shall, within 30 days, order the annexation in accordance with the terms of this Agreement. The City and Town agree that no alteration of the stated boundaries of the orderly annexation area as shown and described in the attached exhibits is appropriate, that no consideration by the Chief Administrative Law Judge is necessary, that all terms and conditions for annexation are provided for in this Agreement, and that no alteration of the

terms and conditions of this Agreement by the Chief Administrative Law Judge is appropriate.

9. **Binding Contract.** Pursuant to Minnesota Statutes, section 414.0325, subdivision 6, this Agreement is a binding contract upon the parties and is enforceable in district court in the county containing the Property.
10. **Costs Associated with the Orderly Annexation Agreement.** The City shall pay for the costs associated with drafting and recording this Agreement, as well as any required filing fees, and costs incurred to make any needed corrections. The Town shall be responsible for paying any costs associated with its review or negotiation of this Agreement.
11. **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including Exhibits A and B, which are attached hereto and incorporated herein by reference, shall constitute the entire agreement between the parties. No amendment to this Agreement shall be effective unless mutually agreed to by the City and Town. Any prior joint resolutions or agreements regarding all or any portion of the Property are superseded by, and shall not interfere with or otherwise control, the terms of this Agreement.
12. **Effective Date/Applicability.** This Agreement is effective upon its adoption by the respective governing bodies of both the Town and the City. The annexation of the Property shall be effective upon the issuance of the order by the Chief Administrative Law Judge. This Agreement is only meant to apply to the Property and not to any other property or area within the Town.
13. **Adopt and Enforce Regulations.** The City's zoning and subdivisions regulations shall apply to the Property annexed pursuant to this Agreement upon the effective date of the Chief Administrative Law Judge's order approving the annexation. Until such time as the annexation is effective, the Property shall remain subject to the Town's ordinances and regulations.
14. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Agreement into effect.
15. **Governing Law.** This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
16. **Dispute Resolution.** If there is a disagreement as to the interpretation or implementation of this Agreement, the City and Township shall implement the following dispute resolution procedures in the sequence provided:
  - A. **Negotiation:** Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

- B. **Mediation:** If negotiation is not successful, parties shall participate in a minimum of one (1) non-binding mediation session with a mutually-agreed upon mediator to resolve the dispute. The parties shall each be responsible for ½ of the cost of such mediation.
- C. **Litigation:** If neither negotiation nor mediation are successful, the parties may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution.
17. **Heading and Captions:** Headings and Captions are for convenience only and are not intended to alter any of the provisions of this Agreement.
18. **Severability.** In the event that any portion of this Agreement is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Agreement shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. The City and Township agree to implement the procedures under Paragraph 16 to correct any such provision that was stricken. However, should any element of paragraph 7 relating to “Tax Reimbursement” be deemed unlawful or unenforceable, the Township at its sole discretion may terminate this Agreement.
19. **No Annexation of Topka Trust Parcel.** The annexation provided for in this Joint Resolution shall not include any portion of the property legally described on the attached Exhibit C, PID No. 07.002.3000, until such time as 100% of the property owners petition the City for such annexation or the Township agrees to the annexation of the said property. Nothing in this section shall operate to prohibit the City from exercising any provisions of Minnesota Statutes, Chapter 414, as may be amended, or any other applicable law, related to the annexation of any property.

[signature pages to follow]

Adopted by affirmative vote of the Lanesburgh Town Board this 13 day of May, 2019.

**LANESBURGH TOWNSHIP**

By:   
Town Chairperson

By:   
Town Clerk

Adopted by affirmative vote of the City Council of the City of New Prague, this 20<sup>th</sup> day of May, 2019.

**CITY OF NEW PRAGUE**

By:   
Mayor

By:   
City Administrator

**EXHIBIT A**  
Legal Description of the Property Being Annexed

Lots 1 and 2, Block 1, together with the platted dedicated public right of way, Mahowald's Addition, according to the plat thereof, LeSueur County, Minnesota

Together with

**Parcel 1:**

Part of the East 20 acres of the North 98.24 acres of the East 113 acres of the Northeast Quarter of Section 2, Township 112, Range 23, Le Sueur County, Minnesota, described as follows: Beginning at the Northeast corner of said Section 2; thence on an assumed bearing of South 00 degrees 11 minutes 02 seconds East along the East line of said Northeast Quarter 412.00 feet; thence South 88 degrees 47 minutes 58 seconds West 411.70 feet to the West line of said East 20 acres of the North 98.24 acres of the East 113 acres of the Northeast Quarter; thence North 00 degrees 11 minutes 02 seconds West along said West line 412.00 feet to the North line of said Northeast Quarter; thence North 88 degrees 47 minutes 58 seconds East along said North line 411.70 feet to the point of beginning.

**Parcel 2:**

That part of the East 20 acres of the North 98.24 acres of the East 113 acres of the Northeast Quarter (NE1/4) of Section 2, Township 112 North, Range 23 West, Le Sueur County, Minnesota described as follows: Beginning at the Northeast corner of said Section 2; thence Southerly along the East line of the Northeast Quarter (NE1/4) 412.00 feet to the point of beginning; thence Southerly 66.01 feet; thence Westerly 411.79 feet to the West line of said East 20 acres of the North 98.24 acres of the East 113 acres of the Northeast Quarter; thence Northerly 66.30 feet; thence Easterly 411.70 feet to the point of beginning.

**Parcel 3:**

All that part of the Northeast Quarter of Section 2, Township 112 North, Range 23 West, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 2; thence North 90 degrees 00 minutes 00 seconds West, an assumed bearing, along the North line of said Northeast Quarter, a distance of 725.55 feet to the Point of Beginning of the land to be described; thence South 01 degrees 01 minutes 08 seconds West, parallel to the East line of said Northeast Quarter, a distance of 275.43 feet; thence South 38 degrees 49 minutes 57 seconds West, a distance of 391.08 feet; thence North 50 degrees 52 minutes 31 seconds West, a distance of 360.66 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 352.45 feet, to the North line of said Northeast Quarter of Section 2; thence North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 529.91 feet to the point of beginning and there terminating.

**Parcel 4:**

That part of the Northeast Quarter of Section 2, Township 112 North, Range 23 West described as follows: Commencing at the Northeast corner of the Northeast Quarter of Section 2; thence North 90 degrees 00 minutes 00 seconds West, an assumed bearing along the North line of said Northeast Quarter, a distance of 725.55 feet to the Point of Beginning of the land to be described;



thence South 01 degrees 01 minutes 08 seconds West, parallel with said East line of said Northeast Quarter, a distance of 1058.06 feet; thence South 90 degrees 00 minutes 00 seconds East, parallel to the North line of said Northeast Quarter, a distance of 313.76 feet; thence North 01 degrees 01 minutes 08 seconds East, a distance of 1058.06 feet to the North line of said Northeast Quarter of Section 2; thence North 90 degrees 00 minutes 00 seconds West, along said North line of said Northeast Quarter, a distance of 313.76 feet to the point of beginning and there terminating.

Parcel 5:

Tract A:

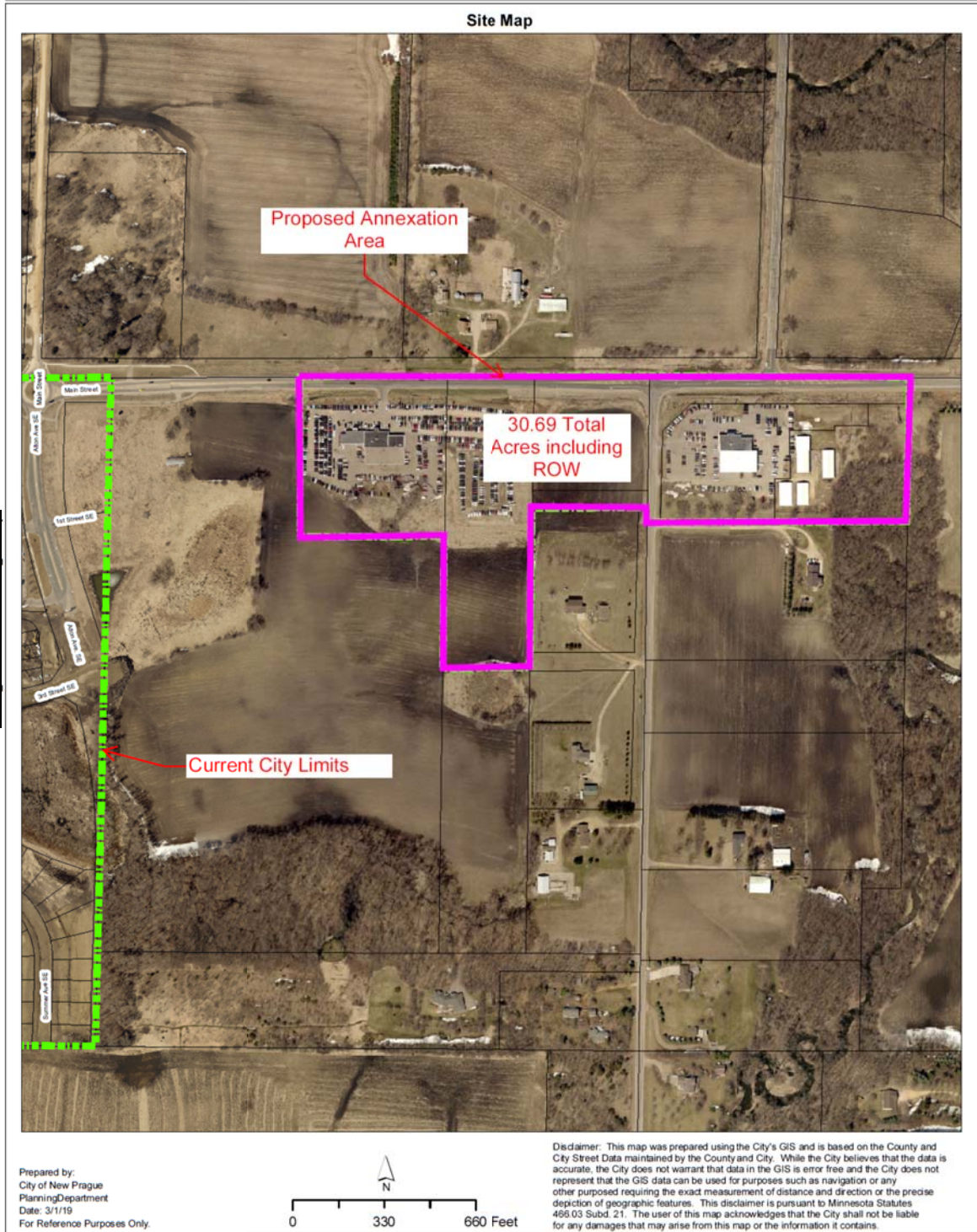
All that part of the Northeast Quarter of Section 2, Township 112 North, Range 23 West, Le Sueur County, Minnesota, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 2; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the North line of said Northeast Quarter, a distance of 725.55 feet; thence South 01 degree 01 minute 08 seconds West, parallel to the East line of said Northeast Quarter, a distance of 275.43 feet; thence South 38 degrees 49 minutes 57 seconds West, a distance of 391.08 feet to the Point of Beginning of the land to be described; thence North 90 degrees 00 minutes 00 seconds West, a distance of 279.79 feet; thence North 0 degree 00 minutes 00 seconds West, a distance of 227.58 feet; thence South 50 degrees 52 minutes 31 seconds East, a distance of 360.66 feet to the Point of Beginning.

Tract B:

All that part of the Northeast Quarter of Section 2, Township 112 North, Range 23 West, Le Sueur County, Minnesota, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 2; thence North 90 degrees 00 minutes 00 seconds West, assumed bearing, along the North line of said Northeast Quarter, a distance of 725.55 feet; thence South 01 degree 01 minute 08 seconds West, parallel to the East line of said Northeast Quarter, a distance of 275.43 feet to the Point of Beginning of the land to be described; thence South 01 degree 01 minute 08 seconds West, a distance of 304.69 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 239.91 feet; thence North 38 degrees 49 minutes 57 seconds East, a distance of 391.08 feet to the Point of Beginning.

(All of the above being Abstract property)

**EXHIBIT B**  
Map of the Property



B-1

## EXHIBIT C

### Legal Description of Topka Trust Parcel

All that certain tract or parcel of land lying within the NE 1/4 of Section 2, Township 112 North, Range 23 West, Le Sueur County, Minnesota, circumscribed as follows, to-wit:

Commencing at a point on the north line of said NE 1/4 distant 719.96 feet East of the Northwest corner of said NE 1/4 (said north line having an assumed bearing of East); thence running S 1°26'31" W a distance of 2072.66 feet to the north line of the south 352.2 feet of said NE 1/4; thence S 89°25'46" E, along said north line, a distance of 1238.18 feet; thence N 1°01'08" E a distance of 2084.66 feet to the North line of said NE 1/4; thence N 90°00'00" W, along said north line a distance of 1223.02 feet to the place of beginning.

EXCEPTING THEREFROM the following described parcel of land: All that part of the NE 1/4 of Section 2, Township 112, Range 23, hereinafter described as follows:

Commencing at the Northeast Corner of said NE 1/4; thence N 90°00'00" W, assumed bearing, along the North line of said NE 1/4, a distance of 725.55 feet to the Point of Beginning of the land to be described; thence S 01°01'08" W, parallel to the East line of said NE 1/4, a distance of 580.12; thence N 90°00'00" W, a distance of 519.60; thence N 00°00'00" W, a distance of 580.03 feet to the North line of said NE 1/4 of Section 2; thence N 90°00'00" E, along said North line, a distance of 529.91 feet to the point of beginning.



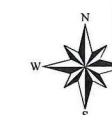


# City of New Prague

## Corporate Boundary Map with Proposed Orderly Annexation Area

Population (2010 Census) - 7,321  
Households (2010 Census) - 2,711  
Population (2017 Estimate) - 7,725  
Households (2017 Estimate) - 2,825  
Square Miles (6/18) - 3.83

- Parks
- Schools
- Hospital
- Church
- Water
- City Limits
- Future Trail
- Existing Trail
- Private Streets
- City Streets
- County Roads
- State Highways
- Railroad



0 0.25 0.5 Miles

Current to: June 2019  
Prepared by: New Prague Planning Department  
File: W:\GIS\Projects\Mxds\CityStreetMap\_June2019.mxd

Disclaimer: This map was prepared using the City's GIS and is based on the County and City Street Data maintained by the County and City. While the City believes that the data is accurate, the City does not warrant that data in the GIS is error free and the City does not represent that the GIS data can be used for purposes such as navigation or any other purpose requiring the exact measurement of distance and direction or the precise depiction of geographic features. This disclaimer is pursuant to Minnesota Statutes 466.03 Subd. 21. The user of this map acknowledges that the City shall not be liable for any damages that may arise from this map or the information it contains.

