

CORINNA TOWNSHIP RESOLUTION NO. 2022-08

CITY OF ANNANDALE RESOLUTION 2022-28

**JOINT RESOLUTION FOR DESIGNATION OF CERTAIN LAND AND THE
IMMEDIATE ANNEXATION OF ENTIRE DESIGNATED AREA
THE TOWN OF CORINNA AND THE CITY OF ANNANDALE, WRIGHT COUNTY,
MINNESOTA, PURSUANT TO MINNESOTA STATUTES § 414.0325**

WHEREAS, a request from all of the property owners of the area proposed for designation and immediate annexation was received.

WHEREAS, the City of Annandale ("City") and Corinna Township ("Township") jointly agree to designate and request the immediate annexation of the following described land located within Corinna Township to the City of Annandale, County of Wright, Minnesota:

SEE EXHIBIT 1 ATTACHED HERETO AND INCORPORATED HEREIN

(the "Property").

WHEREAS, the City of Annandale and Corinna Township are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Annandale and Corinna Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City of Annandale and Corinna Township have agreed to all the terms and conditions for the annexation and that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Annandale and the Township Board of Corinna Township as follows:

1. **Designation of Orderly Annexation Area.**

The Township and the City hereby designate the areas legally described on **Exhibit 1** attached (hereinafter referred to as the "Orderly Annexation Area", "OAA" or "Subject Area") for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Subject Area legally described on **Exhibit 1** is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Township and City agree that the Orderly Annexation Area legally described on **Exhibit 1** and designated for immediate orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 78.44 acres, the land use type is agricultural and the population is 0. The purpose of the annexation is to allow commercial development as to Parcel 1 and residential development of urban density as to Parcel 2 and Parcel 3 of the annexed Property.

2. **Office of Administrative Hearings, Municipal Boundary Adjustments.**

Upon submission by the Town Board and the City Council, this Joint Resolution shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes.

3. **No Alterations of Boundaries.**

The Township and City mutually agree and state that no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Township and City.

4. **Review and Comment.**

The City and the Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

5. **Taxation Reimbursement.**

- A. **Tax Reimbursement.** To allow the Township to be reimbursed for the permanent loss of taxable property from Township tax rolls for property in the Orderly Annexation Area, the City agrees that it will pay to the Township the sum of \$14,119.20 upon submission of this joint resolution to MBA.
- B. **Delinquent Taxes.** The City agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area after annexation of such property 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 Township the amount which was deferred during the time the property was in the Township.

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

6. **Drainage/Environmental Concerns.** The City and Township have determined that there are no tile lines or waterways to be improved as part of the development of any of the parcels and that no Environmental Assessment Worksheet is required.

7. **Development.** Contractors or Developers shall be required to maintain Township gravel roads used during construction of each Parcel, including but not limited to, dust control coating, grading and repair of any damage caused and shall be required to post a performance bond in a reasonable amount agreed upon by the Township and the City.

8. **Roads.** After the annexations contemplated by this Agreement, the following roads shall be maintained as set forth below:

- A. The City shall maintain that portion Hemlock Street that abuts Parcel 3.
- B. The City shall maintain that portion of 70th Street from Klever Avenue N.W. to Poplar Lane.
- C. The Township shall maintain Klever Avenue abutting Parcel 1 so long as there is no direct access to Klever Avenue established from Parcel 1 or any other property that has been annexed to the City. At such time as direct access is established from Parcel 1 to Klever Avenue or from any other property that has been annexed to the City, the City shall pave Klever Avenue with a bituminous surface in accordance with City road standards. Upon the paving of the Klever Avenue, each party shall maintain that half of Klever Avenue which abuts property in their respective jurisdictions.
- D. The parties may at any time enter into a written agreement for the maintenance of any or all of the roads set forth above, which agreement may supersede the terms set forth in this paragraph 8.
- E. During the development of Parcel 1, the City shall require that all construction traffic access Parcel 1 from the north (via Poplar Lane to 70th Street) and not access Parcel 1 using Klever Avenue directly or using Klever Avenue to 70th Street.

9. **Entire Agreement.** With respect to the Subject Area legally described on **Exhibit 1** and shown on **Exhibit 2**, respectively, which exhibits 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.

PASSED, ADOPTED AND APPROVED by affirmative vote of the members of the Corinna Town Board of Supervisors, Wright County, Minnesota, this 3rd day of May, 2022.

CORINNA TOWNSHIP



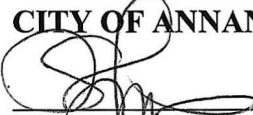
Chuck Carlson, Chair, Township Board of Supervisors



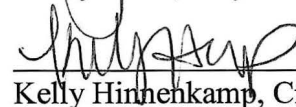
Mary Brown, Township Clerk

PASSED, ADOPTED AND APPROVED by an affirmative vote of the Annandale City Council, Wright County, Minnesota, this 9th day of May, 2022.

CITY OF ANNANDALE



Shelly Jonas, Mayor



Kelly Hirnenkamp, City Administrator

EXHIBIT 1

LEGAL DESCRIPTION

Parcel 1 (City Parcel)

That part of the Northwest Quarter of Section 32, Township 121 North, Range 27 West, Wright County, Minnesota, described as follows:

Beginning at the Northeast corner of said Northwest Quarter of Section 32; thence South 00 degrees 37 minutes 27 seconds West assumed bearing along the east line of said Northwest Quarter, a distance of 1047.08 feet; thence North 89 degrees 22 minutes 33 Seconds West, a distance of 1988.58 feet to the east line of the West Half of the West Half of the Northwest Quarter of said Section 32; thence North 00 degrees 32 minutes 26 seconds East along said east line, a distance of 1035.92 feet to the north line of said Northwest Quarter of Section 32; thence South 89 degrees 41 minutes 50 seconds East, along said north line, a distance of 1990.12 feet to the point of beginning.

Parcel 2 (Schultz/Hallstrom)

The north $\frac{3}{4}$ of the Northwest Quarter of the Northeast Quarter of Section 31, Township 121, Range 27, except the following described tract:

Commencing at the north quarter corner of said Section 31; thence South along the quarter line 20.0 feet for a point of beginning of the tract to be described; thence East parallel with the north line of said Section 31, 178.2 feet; thence South parallel with the west line of the Northeast Quarter of said Section 31, 300.0 feet; thence West parallel with the north line of said Section 31, 178.2 feet to the west line of the Northeast Quarter of said Section 31; thence North 300.0 feet to the point of beginning, containing 1.23 acres, more or less, subject to highway right-of-way.

Parcel 3 (CAP)

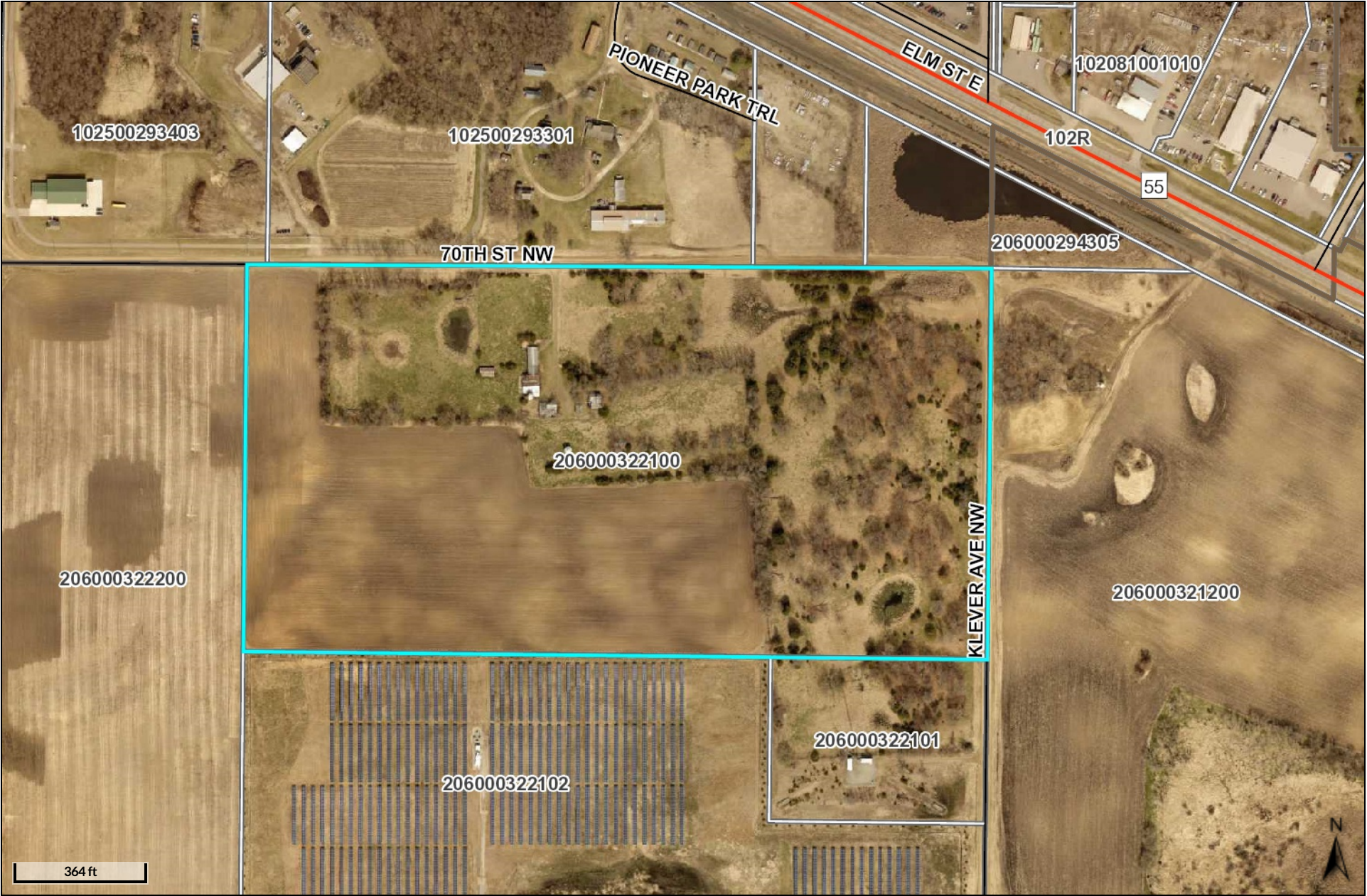
That part of the Southwest Quarter of the Southeast Quarter of Section 20, Township 121, Range 27, Wright County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 89 degrees 37 minutes 06 seconds West, along the south line of said Southwest Quarter of the Southeast Quarter, a distance of 703.00 feet to the point of beginning; thence North 0 degrees 42 minutes 39 seconds East, parallel with the east line of said Southwest Quarter of the Southeast Quarter, a distance of 220.00 feet; thence North 89 degrees 37 minutes 06 seconds West a distance of 495.00 feet; thence South 0 degrees 42 minutes 39 seconds West, parallel with said east line, a distance of 220.00 feet to the south line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 37 minutes 06 seconds East, a distance of 495.00 feet to the point of beginning. Containing 2.50 acres. Subject to public road easement.

EXHIBIT 2

BOUNDARY MAP

Parcel 1



Parcel 2



Parcel 3



