

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE ORDERLY ANNEXATION)
AGREEMENT BETWEEN THE CITY OF MORA)
AND THE TOWN OF ARTHUR PURSUANT TO) ORDER
MINNESOTA STATUTES 414)

WHEREAS, a joint resolution for orderly annexation was adopted by the City of Mora and the Town of Arthur; and

WHEREAS, a resolution was received from the City of Mora indicating their desire that certain property be annexed to the City of Mora pursuant to M.S. 414.0325; and

WHEREAS, M.S. 414.0325 states that in certain circumstances the Director of Strategic and Long Range Planning may review and comment, but shall within 30 days order the annexation pursuant to said subdivisions; and

WHEREAS, Reorganization Order No. 192, effective March 8, 2005, has transferred the duties of the Director to the Chief Administrative Law Judge.

WHEREAS, on April 6, 2006, the Chief Administrative Law Judge reviewed and accepted the resolution for orderly annexation;

IT IS HEREBY ORDERED: That the following described property is hereby annexed in accordance with the terms of the joint resolution to the City of Mora, Minnesota, the same as if it had originally been made a part thereof:

That part of the North Half of the Northwest Quarter of Section 23, Township 39, Range 24, Kanabec County, Minnesota described as follows:

Commencing at the northeast corner of said North Half of the Northwest Quarter, thence on an assumed bearing of North 89° 56' 32" East along the

north line of the Northeast Quarter of said Section 23 a distance of 46.6 feet to the center line of State Highway No. 65; thence south $0^{\circ} 00' 49''$ East along the center line of State Highway No. 65 a distance of 535.0 feet; thence South $89^{\circ} 59' 11''$ West 90.0 feet to the west right of way line of said State Highway No. 65, per the recorded Department of Transportation Right of Way Plat No. 33-2; thence continuing South $89^{\circ} 59' 11''$ West 300.0 feet to the point of beginning of the property to be described; thence South $0^{\circ} 00' 49''$ East 72.0 feet; thence South $89^{\circ} 59' 11''$ West 343.0 feet to Point "A"; thence South $0^{\circ} 00' 49''$ East 713.22 feet to the south line of said North Half of the Northwest Quarter; thence North $89^{\circ} 54' 52''$ West along said south line 1911.59 feet to the southwest corner of said North Half of the Northwest Quarter; thence North $1^{\circ} 30' 26''$ West along the west line of said North Half of the Northwest Quarter a distance of 1329.62 feet to the northwest corner of said North Half of the Northwest Quarter; thence South $89^{\circ} 44' 46''$ East along said north line 912.27 feet to Point "B", thence southerly deflecting to the right $96^{\circ} 40'$ bearing South $6^{\circ} 55' 14''$ West 332.25 feet to the south line of the north 330 feet of said North Half of the Northwest Quarter, this point is Point "C"; thence South $89^{\circ} 44' 46''$ East along the south line of said North 330 feet a distance of 1417.33 feet to the intersection with a line that bears North $0^{\circ} 00' 49''$ West from the point of beginning, this point is Point "D", thence South $0^{\circ} 00' 49''$ East 206.56 feet to the point of beginning.

EXCEPT that part of the North Half of the Northwest Quarter of Section 23, Township 39, Range 24, described as follows:

Commencing at the northeast corner of said North Half of the Northwest Quarter; thence on an assumed bearing of North $89^{\circ} 56' 32''$ East along the north line of the Northeast Quarter of said Section 23 a distance of 46.6 feet to the centerline of State Highway No. 65; thence continuing South $00^{\circ} 00' 49''$ East along the centerline of State Highway No. 65 a distance of 535.0 feet; thence South $89^{\circ} 59' 11''$ West 90.0 feet to the west right-of-way line of said State Highway No. 65 per the recorded DOT Right-of-Way plat no. 33-2; thence continuing South $89^{\circ} 59' 11''$ West 300.0 feet; thence South $00^{\circ} 00' 49''$ East 72.0 feet to the point of beginning of the property to be described; thence South $89^{\circ} 59' 11''$ West 270 feet, more or less, to the intersection with the southerly extension of the west line of Block 1 of the recorded plat of LITTLE RANCHES FIRST ADDITION; thence northerly along said west line extended, 280 feet, more or less, to the southwest corner of Block 1; thence easterly, along south line of said Block 1, a distance of 270 feet to the southeast corner of said Block 1; thence South $00^{\circ} 00' 49''$ East 278.56 feet, more or less, to the point of beginning.

and

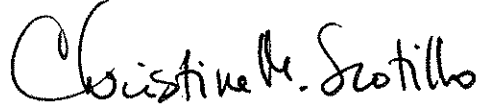
EXCEPT that part of the south 280.00 feet of the north 610.00 feet of the Northwest Quarter of Section 23, Township 39, Range 24, lying between the southerly extension of the east line of Block 2, LITTLE RANCHES FIRST ADDITION according to the recorded plat thereof and the southerly extension of the west line of the east 180.00 feet of said Block 2

and

EXCEPT that portion of the above described property which lies within the road as Commercial Place as now laid out and traveled.

Dated this 6th day of April, 2006.

For the Chief Administrative Law Judge
658 Cedar Street – Room 300
St. Paul, MN 55155

A handwritten signature in black ink that reads "Christine M. Scotillo". The signature is written in a cursive, flowing style.

Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

MEMORANDUM

In ordering the annexation contained in Docket No. OA-709-1, the Chief Administrative Law Judge finds and makes the following comment:

Planning in the area designated for orderly annexation must be provided for by one of three provisions set forth in Minnesota Statutes Section 414.0325, Subd. 5. The joint resolution does not make reference to which of the three statutory provisions the parties have agreed on to govern planning in the designated area.

Paragraph 24 states the agreement shall be in effect for a term of 12 years. End dates or ending mechanisms are problematic in that they appear to run afoul of the act of conferring jurisdiction to the Chief Administrative Law Judge. See Section II. Once jurisdiction is conferred, it cannot be taken away by written consent of the parties. Jurisdiction ends when all the designated area is annexed. The issue whether jurisdiction could be "given back" by the Chief Administrative Law Judge upon written request of the parties to the agreement to mutually end their agreement has not been addressed.

The parties are encouraged to consider this comment in light of any further amendments that may be otherwise necessary to this agreement for orderly annexation.

A handwritten signature in black ink, appearing to be 'CWS', is located at the end of the final paragraph.