

**JOINT PLANNING BOARD
CITY OF AVON AND AVON TOWNSHIP**

Tuesday, December 17, 2019

6:30 pm

Avon City Hall

140 Stratford Street East Avon, MN 56310

Meeting Agenda

- 1) Chair calls Meeting to Order
- 2) Review/Approve Minutes from November 25, 2019
- 3) Approve Agenda
- 4) Consider annexation of a 30 acre portion of PID 03.01110.0010 located at 32902 County Road 50 in Avon, MN and owned by Lange Properties of Avon LLC
- 5) Common Interest Issues/General Information Sharing
- 6) Adjourn meeting

**PROPERTY OWNER PETITION TO MUNICIPALITY
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF AVON, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of Avon, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by the sole property owner of the area proposed for annexation to annex certain property described herein lying in the Township of Avon to the City of Avon, County of Stearns, Minnesota.

The area proposed for annexation is described as follows:

SEE ATTACHED SURVEY

1. There is one (1) property owner in the area proposed for annexation.
2. The land abuts the municipality, the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.
3. Said property is unincorporated, abuts on the City's south boundary, and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is 30 acres.
5. The reason for the requested annexation is expansion of existing commercial business within the City of Avon.

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of Avon, Minnesota.

Dated: 10 - 25 - 2019

Signatures: 
LANGE PROPERTIES OF AVON LLC

Resolution 2019-46
JOINT RESOLUTION FOR ORDERLY ANNEXATION
BETWEEN THE TOWN OF AVON AND THE CITY OF AVON

Property Owner's Name: Lange Properties, Inc.
Property Identification: 30 acres approved for administrative subdivision from PID
03.01110.0010 for attachment to PID 42.26225.0090 as referenced in Stearns County
Environmental Service document #19-15703

RECITALS

- A. The Township of Avon ("Town") and the City of Avon ("City"), both of Stearns County, Minnesota, agree on the orderly annexation of certain real property described in this Resolution for orderly and planned services to the community.
- B. The property proposed to be annexed (as described on Exhibit A and set forth on the map as Exhibit B) is subject to orderly annexation under and pursuant to Minnesota statutes, Section 414.0325.
- C. All owners of the property proposed to be annexed have petitioned the City and the Town for annexation.
- D. The Joint Planning Board of the City of Avon and the Township of Avon along with the City Council of the City of Avon and the Avon Township Board of Supervisors have reviewed this annexation request and agree that the annexation of the property is in the best interest of the City and Town.

RESOLUTION

1. **Office of Administrative Hearings, Municipal Boundary Adjustment Jurisdiction.** Upon approval by the Town Board and City Council, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments to approve annexation of the designate property pursuant to Minnesota Statutes §414.0325.
2. **No Alteration of Boundaries.** The Town and City agree and state that no alterations by the Office of Administrative Hearings, Municipal Boundary Adjustments of the designated property's stated boundaries is appropriate.
3. **Office of Administrative Hearings, Municipal Boundary Adjustments Review and Comment.** The Town and City agree and state that this Joint Resolution sets forth all the conditions for annexation of the designated property, and no consideration by the Office of Administrative Hearings, Municipal Boundary Adjustments is necessary. The Office of Administrative Hearings, Municipal Boundary Adjustments may review and comment, but shall order the annexation of the designated property according to this Joint Resolution's terms within 30 days of the Office of Administrative Hearings, Municipal Boundary Adjustment's receipt of this Joint Resolution.
4. **Planning and Land Use Control Authority.** Upon the annexation's effective date, the City's zoning regulations and land use controls shall govern the designated property. The property will be brought into the city with the zoning classification of "A-Agricultural".
5. **Acreage and Population.** The designated property consists of 30 acres and has a current population of zero (0).
6. **Authority of Joint Planning Board.** The Joint Planning Board may review and comment on drainage plans, concept plans, sewer and water lines, utility locations, and traffic/roadway access issues.
7. **Authorizations.** The Town and City have authorized the appropriate officers to carry this Joint Resolution's terms into effect.
8. **Modification.** The Town and City may modify, amend, and terminate this Joint Resolution only by a mutually signed, written agreement.
9. **Severability.** A determination by any court of competent jurisdiction that any provision of this Joint Resolution is invalid, illegal, or unenforceable shall not affect the validity of this Joint Resolution's other provisions. If any of this Joint Resolution's provisions is inapplicable to any person or circumstances, it shall still remain applicable to all other persons or circumstances.

10. **Effective Date.** This Joint Resolution shall be effective from the date of the Office of Administrative Hearings, Municipal Boundary Adjustment's order calling for the designated property's annexation to the City.
11. **Governing Law.** Minnesota law will govern this Agreement.

The Township of Avon Board of Supervisors adopts this Joint Resolution on the _____ day of _____, 20____.

TOWNSHIP OF AVON

Town Chair

ATTEST:

Town Clerk

The Avon City Council adopts this Joint Resolution on the _____ day of _____, 20____.

CITY OF AVON

Mayor

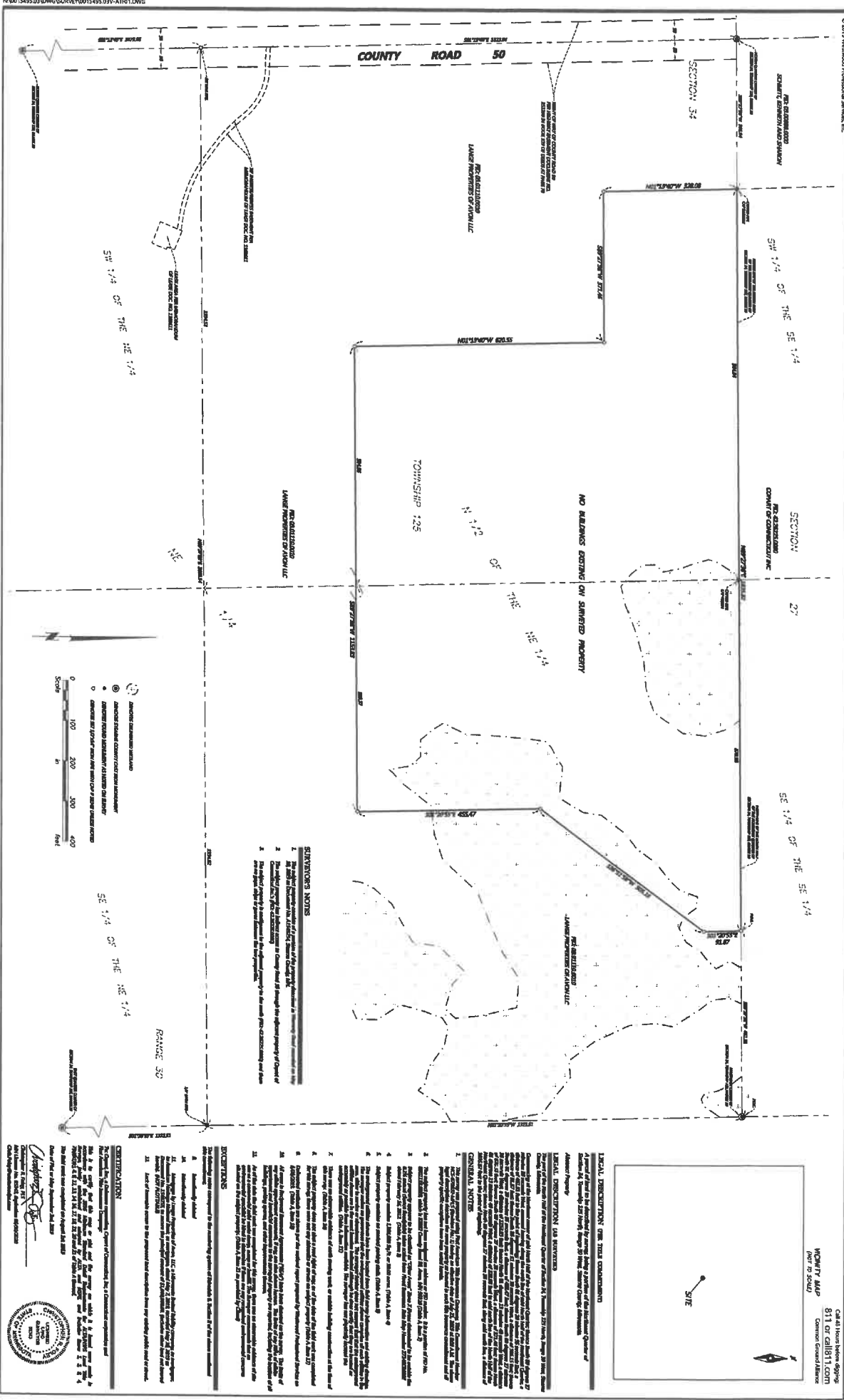
ATTEST:

City Clerk/Administrator

Proposed Parcel Legal Description

The part of the North Half of the Northeast Quarter of Section 34, Township 125 North, Range 30 West, Stearns County, Minnesota.

Commencing at the Northeast corner of said North Half of the Northeast Quarter; thence South 89 degrees 27 minutes 38 seconds West, assumed bearing along the north line of said North Half of the Northeast Quarter, a distance of 461.91 feet to the point of beginning; thence South 01 degrees 20 minutes 55 seconds East, a distance of 91.87 feet; thence South 36 degrees 51 minutes 59 seconds West, a distance of 505.15 feet; thence South 01 degrees 20 minutes 55 seconds East, a distance of 455.47 feet; thence South 89 degrees 27 minutes 38 seconds West, a distance of 1153.83 feet; thence North 01 degrees 13 minutes 40 seconds West, a distance of 620.55 feet; thence South 89 degrees 27 minutes 38 seconds West, a distance of 371.46 feet; thence North 01 degrees 13 minutes 40 seconds West, a distance of 328.08 feet to said north line of the North Half of the Northeast Quarter; thence North 89 degrees 27 minutes 38 seconds East, along said north line, a distance of 1835.82 feet to the point of beginning.



1. SHEET NO. 1
 2. SHEET NO. 2
 3. SHEET NO. 3
 4. SHEET NO. 4
 5. SHEET NO. 5
 6. SHEET NO. 6
 7. SHEET NO. 7
 8. SHEET NO. 8
 9. SHEET NO. 9
 10. SHEET NO. 10

PREPARED FOR
COPART, INC

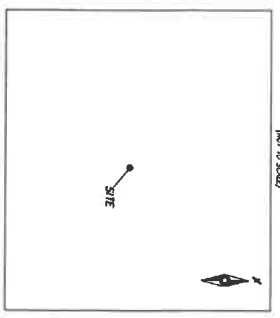
NE 1/4 SEC. 34, TWP. 125, RNG. 30
 STEARNS COUNTY, MN

Westwood
 2200 25th Ave NW
 Ste 200
 Minneapolis, MN 55412
 Phone: 612.339.2200
 Fax: 612.339.2201
 www.westwoodpro.com

ALTRANSPS
 LAND TITLE SURVEY

1 of 1
 DATE 9/3/2019

C:\18 Hours Work\egging
 HOPKIN MAP
 (Plot to Scale)
 8111 OF 81111.COM
 Current Global Release



LOCAL JURISDICTION FOR THIS COMPASSION

A local jurisdiction for the purposes of this survey is the Stearns County of Minnesota. The local jurisdiction is Stearns County, Minnesota.

GENERAL NOTES

1. This survey was prepared by the Surveyor for the purposes of this survey.
2. The Surveyor has not been required to verify the accuracy of the information provided by the client.
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DEFINITIONS

1. Surveyor: The person or firm that has been licensed to practice surveying in the State of Minnesota.
2. Client: The person or firm that has engaged the Surveyor to perform the survey.
3. Survey: The process of measuring and recording the boundaries and areas of land.
4. Boundary: The line that separates one parcel of land from another.
5. Area: The amount of space enclosed by a boundary.
6. Easement: The right to use another person's land for a specific purpose.
7. Encumbrance: A claim or interest in land that is not owned by the person who holds the title.
8. Lien: A legal claim against a property that is used as security for a loan.
9. Mortgage: A loan that is secured by a mortgage on the property.
10. Deed: A legal document that transfers ownership of land from one person to another.
11. Title: The legal right to own and use land.
12. Title Insurance: Insurance that protects against financial loss from defects in title.
13. Title Search: The process of checking public records to find out who owns a piece of land.
14. Title Abstract: A summary of the public records that show the history of a piece of land.
15. Title Certificate: A document that certifies that the title to a piece of land is clear.
16. Title Commitment: A document that outlines the conditions that must be met for a title certificate to be issued.
17. Title Policy: A contract between a title insurer and a title search company.
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CERTIFICATIONS

I, the undersigned, being a duly licensed Surveyor in the State of Minnesota, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the files of the Surveyor.

CONTRACTORS

The following names are listed for the contracting of the work of this survey:

1. Surveyor: [Name]
2. Client: [Name]
3. Survey: [Name]
4. Boundary: [Name]
5. Area: [Name]
6. Easement: [Name]
7. Encumbrance: [Name]
8. Lien: [Name]
9. Mortgage: [Name]
10. Deed: [Name]
11. Title: [Name]
12. Title Insurance: [Name]
13. Title Search: [Name]
14. Title Abstract: [Name]
15. Title Certificate: [Name]
16. Title Commitment: [Name]
17. Title Policy: [Name]
18. Title Insurance Policy: [Name]
19. Title Insurance Policy: [Name]
20. Title Insurance Policy: [Name]
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12. Title Insurance: [Name]
13. Title Search: [Name]
14. Title Abstract: [Name]
15. Title Certificate: [Name]
16. Title Commitment: [Name]
17. Title Policy: [Name]
18. Title Insurance Policy: [Name]
19. Title Insurance Policy: [Name]
20. Title Insurance Policy: [Name]
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22. Title Insurance Policy: [Name]
23. Title Insurance Policy: [Name]
24. Title Insurance Policy: [Name]
25. Title Insurance Policy: [Name]



Stearns County Environmental Services

Administrative Subdivision Approval - (S0768)

705 Courthouse Square Administrative Center Rm 343

St. Cloud, Minnesota 56303 (320) 656-3613 or 1-800-450-0852

Parcel Number: 03.01110.0010 Section: 34 Twp: 125 Range: 030

Quarter Section: NE Quarter / Quarter: Government Lot:

Property Owner Name: LANGE PROPERTIES OF AVON LLC

Type of Subdivision: Attachment

2 Copies of Survey (must be submitted with deed): Yes

Township Certificate of Compliance: Required

Declaration of Restriction - Subdivision Not Applicable

Declaration of Restriction - Zoning Not Applicable

Road Certificate: N/A

Residual Deed: Yes

Access Easement: N/A

Comments: Approval is to attach 30 acres to parcel 42.26225.0090 (per Westwood survey dated 8/12/19 - revised 8/19/19).

This conveyance will meet the provisions of the Stearns County Subdivision and Zoning Ordinances, provided all of the documents, as required above are submitted.

Note: If a certificate of survey is required for this subdivision, the survey, including legal description, must be submitted with the deed(s). In addition, this approval form must be submitted with the deed(s).

Jennifer Buckentine

09/09/2019

Environmental Services

Approval Date

Receipt #: 19-15703

Internal #: S0768

Expiration Date:

09/09/2020