

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: OTHER CIVIL

TK Properties of Northfield, LLC,

Court File No. 19HA-CV-19-2143

Plaintiff,

v.

Greenvale Township, a political subdivision
within Dakota County, State of Minnesota,

Defendant.

ANSWER

Defendant Greenvale Township, for its Answer to Plaintiff's Complaint, states and alleges as follows:

1. Defendant denies each and every matter, allegation or thing contained in Plaintiff's Complaint, except as may be hereinafter admitted or qualified.
2. As to paragraphs 1 and 2, Defendant admits the allegations.
3. As to paragraph 3, Plaintiff sets forth allegations related to subject matter jurisdiction to which no answer is required; however, to the extent an answer is deemed required, Defendant denies the allegations.
4. As to paragraph 4, Defendant admits venue is proper in Dakota County.
5. As to paragraph 5, Defendant admits the Plaintiff owns property in Greenvale Township that is approximately 8.11 acres in size, and is subject to zoning

restrictions as provided for in the Greenvale Township Zoning Ordinance (“Ordinance”).

6. As to paragraphs 6 and 7, Plaintiff sets forth characterizations of the Ordinance, which speaks for itself and contains the best evidence of its contents. Defendant denies any allegation inconsistent with the plain language of the Ordinance. Defendant further denies Plaintiff qualifies for a building entitlement.

7. As to paragraph 8, Plaintiff sets forth characterizations of the Ordinance, which speaks for itself and contains the best evidence of its contents. Defendant denies any allegation inconsistent with the plain language of the Ordinance.

8. As to paragraph 9, Defendant is without sufficient information to admit or deny the allegations and, therefore, puts Plaintiff to its strict burden of proof.

9. As to paragraphs 10 and 11, Defendant denies the allegations.

10. As to paragraphs 12 through 16, Plaintiff sets forth allegations concerning a purported violation of Minn. Stat. § 15.99, the 60-day rule. Defendant avers Plaintiff never submitted a “written request related to zoning” and, therefore, the 60-day rule has no application to this matter.

11. As to paragraph 17, Defendant does not have the audio recording of the March 19, 2019 town board meeting, and is therefore without sufficient information to admit or deny the allegation and, therefore, puts Plaintiff to its strict burden of proof.

12. As to paragraph 18, Defendant is without sufficient information to admit or deny the allegations and, therefore, puts Plaintiff to its strict burden of proof.

13. As to paragraphs 19 through 24, Defendant denies the allegations.

14. As to Count I, Defendant incorporates by reference the foregoing paragraphs.

15. As to paragraphs 25 through 28, Defendant denies the allegations.

16. As to Count II, Defendant incorporates by reference the foregoing paragraphs.

17. As to paragraphs 29 and 30, Defendant denies the allegations.

18. As to the claim for relief on page 5, Defendant denies Plaintiff is entitled to any of the requested relief.

AFFIRMATIVE DEFENSES

19. Defendant affirmatively alleges the Complaint fails to state a cause of action upon which relief may be granted.

20. Defendant affirmatively alleges Plaintiff's claims are barred by the applicable statute of limitations, the doctrine of laches, or are otherwise untimely.

21. Defendant affirmatively alleges it has adopted policies that limit building eligibility; namely, "Ownership of an entire quarter-quarter section is required for building eligibility."

22. Defendant affirmatively alleges its interpretation of the Ordinance and application of its policies was reasonable, not arbitrary and capricious, and based upon substantial evidence in the record.

23. Defendant affirmatively alleges Plaintiff has failed to exhaust its administrative remedies.

WHEREFORE, Defendant requests the Court dismiss this matter with prejudice and award Defendant its reasonable costs and disbursements.

IVERSON REUVERS CONDON

Dated: May 20, 2019

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ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties pursuant to Minn. Stat. § 549.211.

By s/Paul D. Reuvers
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