

Minnesota Planning Docket No. _____
City of Sauk Rapids Resolution No. 2002-24
Town of Minden Resolution No. 2002-3

**JOINT RESOLUTION AS TO ORDERLY ANNEXATION
BY AND BETWEEN THE CITY OF SAUK RAPIDS AND
THE TOWN OF MINDEN**

WHEREAS, the City of Sauk Rapids (the "City") and the Town of Minden (the "Town") desire to provide for the orderly development and extension of services to areas of the town that are or are about to become urban or suburban in character; and

WHEREAS, the City and the Town wish to encourage development and extension of services to properties in an orderly manner; and

WHEREAS, the City and the Town have reached an agreement which is in the best interests of both citizens of the City and the citizens of the Town.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF SAUK RAPIDS AND THE BOARD OF SUPERVISORS OF THE TOWN OF MINDEN:

1. **Description of Area to be Annexed.** The following described areas are properly subject to orderly annexation under and pursuant to Minnesota Statutes §414.0325, and the parties do hereby designate these areas for orderly annexation as provided by statute:

That area shown as areas A, A-1, B, C and D on the map attached as **Exhibit 1**. The legal descriptions for the entire area as well as the legal description for the sub-parts A, A-1, B, C and D are attached as **Exhibit 2**.

2. **Office of Strategic and Long-Range Planning Jurisdiction.** Upon approval by the parties, this agreement shall confer jurisdiction upon the Office of Strategic and Long-Range Planning (the successor to the Minnesota Municipal Board pursuant to Minn. Stat. §414.11, hereinafter the "Board") so as to accomplish said orderly annexation in accordance with the terms of this agreement.
3. **No Alterations of Boundaries.** The City and the Town mutually state that no alteration by the Board of the boundaries of those areas designated herein for orderly annexation is appropriate.
4. **Conditions for Annexation.** The City and the Town mutually state that this resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the Board is necessary, the Board may review and comment, but shall, within thirty (30) days, order

annexation, subject to the provisions of paragraphs 5 through 10 herein.

5. **Approval Process.** The City and the Town mutually state that properties in the areas designated A, A-1, B, C and D as shown on **Exhibit 1** and legally described on **Exhibit 2**, or a portion thereof, shall be annexed to the City by the Board upon receipt of the City's resolution in accord with the terms of this Agreement.

- a. **Approval Process.** For properties located within area A and area A-1, at anytime, and within areas B, C, and D in accord with Subpart b of this Section 5, the City may adopt its resolution not sooner than 45 days after submitting a copy of an annexation petition to the Town when any of the following are met:
 1. **Agricultural and/or Undeveloped Land.** (i) Petition requesting annexation signed by owners of 100% of individual parcels of record for agricultural and/or undeveloped properties in an area proposed for annexation; or (ii) agreement of both the City Council and the Town Board.
 2. **Developed Property.** (i) Fifty-one percent (51%) of the owners of individual parcels of record for developed property in an area proposed for annexation sign a petition requesting annexation; or (ii) agreement of both the City Council and the Town Board. When a petition for annexation of developed lands involves more than one property, all such properties must be contiguous to each other. All of the properties considered to be developed are shown on the map attached as **Exhibit 3**. Residential subdivisions of land resulting in a lot(s) of 10 acres or less that are approved subsequent to the effective date of this agreement will be considered developed. Any property utilized for commercial or industrial purposes is considered developed.
 3. **Area A-1.** With regard to property located in area A-1, the City provides written notice of the City's intention to annex the property to the Town and the property owners (at the address shown for property tax payment purposes).
 4. **Surrounded Properties.** Any property whether in Area A, A-1, B, C or D which is less than 40 acres in size and which is entirely surrounded by the City may be annexed by the City anytime 10 years after the date on which it becomes surrounded by the City. Surrounded properties also include those properties which abut the City of St. Cloud on one or more sides. Roadways will be ignored when considering whether a property is surrounded.

- b. Areas B, C, and D. Parcels of land in areas B, C, and D will only be considered for annexation if they are contiguous to the City unless (i) both the City and Town agree to the annexation, or (ii) the property is owned by the City for public purposes (i.e. parks or public works facilities), or (iii) one of the following applies:
1. After 70% of Area A (not including area A-1) is annexed into the City, annexations may occur anywhere within Area B; and
 2. After 85% of Area B is annexed to the City, annexations may occur anywhere within Area C; and
 3. After 85% of Area C is annexed to the City, annexations may occur anywhere within Area D.
- c. All Annexations are Subject to this Agreement. Annexation of land in Area A, A-1, B, C or D must occur in accordance with the terms of this Agreement.

6. Provision of Municipal Utility Service.

- a. Extension of Services. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.
- b. Assessment Rates. Assessment or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of benefit and/or connection to said service.
- c. Time-line for Connection. Annexed properties must connect to municipal services on the earlier of one of the following:
1. The property owner petitions for service;
 2. The property is sold or otherwise transferred for purposes other than agricultural;
 3. Construction of new non-agricultural buildings or expansion of existing non-agricultural buildings occurs on the property;
 4. The property's septic system is failing;

5. State or Federal law requires connection; or
6. Three years from readily available (installed abutting or directly adjacent to the property) sanitary sewer and/or water services.
- d. No Assessments Prior to Annexation. The City shall make no assessments or charges to properties for any improvements prior to its annexation.
7. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.
8. Revenue Sharing. In respect to annexed properties, the City shall annually rebate, for a 10-year period following annexation, a portion of the taxes it collects.
 - a. All Properties. For all properties (whether commercial, industrial, residential, agricultural, developed or undeveloped), the dollars to be returned to the Town will be calculated by multiplying the assessor's market value for the annexed property in the year of annexation by the tax capacity rate of the Town in the year of annexation. It is the intent of the parties that the payment will be calculated based upon values and the tax rate for taxes payable in the year of annexation (based upon the date the City Council passes its resolution calling for the annexation). That fixed amount will then be paid each year during the above referenced 10 year term.
 - b. Payment. The City shall make its payment to the Town once each year, prior to December 31st of each year, based on the monies the City has collected.
9. Revenue Sharing for Developed Commercial/Industrial Properties. In addition to that provided for above, the City's rebate of taxes collected on commercial and industrial properties which were developed prior to annexation will continue for an additional 10 years (after the 10 years provided for above) at a rate of 20% of the fixed amount paid during the initial 10 year rebate term as provided for above.
10. Tax Step-Up for Platted Developed Residential Property. For platted, residentially developed properties existing in the Town on the effective date of this Agreement, the tax rate of the City on the area annexed shall be increased in substantially equal proportions over a six year period to equality with the tax rate on the property already within the municipality.

11. Annexation Outside of OA Area.

- a. Other Annexations Limited. The City will not initiate any annexation action for property outside of the Orderly Annexation area except by agreement with the Town Board. However, in the event an incorporation proceeding is initiated by any party for any part of Minden Township, the City then has the right to initiate an annexation action for any part of Minden Township provided that right is available to it under law at the time of the action. The Township agrees not to enter into Orderly Annexation Agreements or support any annexation petitions to other cities for property located in the Township lying North of State Trunk Highway 23.
- b. Property Owners Rights. Property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustment outside of the Orderly Annexation area. Until such time as 70% of Area A and 85% of areas B, C, and D are annexed, the City will not support any property owner initiated annexation petition for areas proposed for residential development that are located outside of the Orderly Annexation area. The City will not support any property owner initiated petition for annexation of land proposed for non-residential development for a period of 60 days starting from the date of the City's submission of a copy of such a petition to the Town Board of Supervisors for its consideration. The Town and the City mutually agree to meet to consider the appropriateness for the requested annexation and approval of an amendment to the Orderly Annexation Agreement.

12. Joint Powers Board.

- a. Creation of Board. The parties agree to form a Joint Planning Board, pursuant to Minnesota Statutes Chapter 471.59, to exercise planning and land use control over the Orderly Annexation Area. It is anticipated that the Joint Powers Board will meet monthly or less, on an as need basis.
- b. Make-up of Board. The Joint Planning Board will be made up of two representatives from the Town appointed by the Town on an annual basis and two representatives of the City appointed by the City on an annual basis. Appointees will serve until their replacement is appointed. The Chair of the Joint Planning Board will be rotated between City and Town appointees. The first Chair will be selected from the Town appointees by the Joint Planning Board.

- c. Zoning & Subdivision Ordinances. The Joint Planning Board will adopt the Agricultural Zoning regulations of Benton County for agricultural properties located within the orderly annexation area. The Joint Planning Board will adopt the City's Zoning Code and Subdivision Regulations for non-agricultural property located within the Joint Planning Area. The Joint Planning Board may adopt alternative ordinances by the unanimous vote of all Joint Planning Board Members. It being noted that it is the intent of the parties to have the Joint Planning Board examine the City's Zoning and Subdivision Regulations as well as those within the Sauk Rapids Joint Planning Board Area and make adjustments as may be deemed appropriate by the Joint Planning Board.
- d. Permit Fees and Distributions. The Permit fees shall be those of the City of Sauk Rapids unless amended by the unanimous agreement of the Joint Powers Board. Upon dissolution of the Joint Planning Board, any property acquired as the result of the exercise of its powers shall be returned to the City and the Township in equal shares, except to the extent a contribution of property was unequal then that property shall be distributed in proportion to the contributions made.
- e. Staff. The Joint Planning Board duties will be administered by the staff of the City at no charge to the Town. The City will be entitled to retain permit fees to cover the cost of administration.
- f. Special Provisions with Joint Planning Area. The following provisions will apply within the Joint Planning Area:
1. Continuation of Farming Operations. Any farm land that is in existence at the time of the execution of this agreement may continue to be farmed and developed as a farming enterprise including the construction of agricultural buildings, the maintenance of livestock, the employment of manure storage facilities and any and all agricultural practices that are employed by the land owner or their successors or assigns subsequent to the execution of this Agreement, provided, that such activities are in accord with federal and state laws.
 2. Setbacks from Farm Operations. The Joint Planning Board

will adopt measures to ensure that no new residential homes are constructed within 500 feet of structures (used to house animals or which are considered feedlots according to Minnesota Rules) located on land employed and engaged in agricultural business endeavors. This provision is not intended to apply to new residential structures constructed on the same parcel as the agricultural structures. The exact details of any additional restrictions in this area will be established by the Joint Planning Board as part of a Zoning Ordinance to be adopted.

3. Development. It is the directive to the Joint Planning Board to ensure that regulations adopted by the Joint Planning Board permit existing businesses and farms located within the orderly annexation area to expand as necessary in accord with federal, state and local laws. It is also the directive to the Joint Planning Board that with the exception of expansions of existing facilities and expansion of agricultural operations the Board will limit new residential, commercial and industrial development within the orderly annexation area prior to annexation of the property into the City and the provision of municipal sewer and water services.

4. Development of Annexed Properties. The Joint Planning Board, the City, and the Town shall all adopt a policy which requires that Developers seeking to develop land within the orderly annexation area provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production. In addition, where applicable, notifications will be made regarding noise from Golden Spike Speedway and the use of property in Section 19 of the Town by the Central Minnesota Retriever Club. These policies will require that this notification be incorporated into each party's developer's agreements and recorded with the plat. All notifications must be approved by the Joint Planning Board. Until the Central Minnesota Retriever Club discontinues its use of its property located in Section 19 the City will:

- A. Provide examples of easements used by the Central Minnesota Retriever Club and suggest (but not mandate) that developers in areas near the Central Minnesota Retriever Club property (located in Section 19) consider signing a similar easement; and
 - B. The City will use good faith efforts to provide notice to the Central Minnesota Retriever Club of public hearings on preliminary plats for properties located within areas A and B. Such notices will be mailed to P.O. Box 484, St. Cloud, MN 56302.
5. Existing Rural Uses. The parties acknowledge that certain uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses including the Golden Spike Speedway and the Central Minnesota Retriever Club. The City and the Town acknowledge that Minnesota Statutes Section 462.357 Subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by amortization which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.
6. Drainage Plans. For all plats of property annexed to the City from the Town, drainage and grading plans will be presented to the Joint Planning Board and Town for review and comment regarding the potential for impact on other property located within the Township. The City will use good faith efforts to eliminate problems caused in the Township by the drainage and grading completed as a result of such drainage and/or grading plans. The City will also use good faith efforts to address concerns raised by the Joint Planning Board and/or the Town by either making changes to the drainage and grading plans for the plat or by providing written responses to the Joint Planning Board's and/or Town's concerns and agreeing to meet with either the Joint Planning Board or the Town upon the request of either of them to discuss their concerns.

13. **Town Roads.**

- a. **Existing Town Roads.** The Town shall maintain Town roads in existence at the time of the execution of the Agreement until lands on both sides of said Town roads are annexed to the City.
- b. **Annexation of Abutting Property.** In the event that the City annexes property abutting a Town Road, but annexes on one side only of that Road, the Town shall have the option to require the City to maintain both sides of the road abutting the annexed property.
- c. **Undue Burden on Town Roads.** The Town and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of Town roads because city development imposes an undue burden on Town roads that serve the annexed property. The Joint Planning Board will cooperate to assure that the City accepts its reasonable responsibilities. In the event that they cannot agree, the Town may submit the issue to the Joint Planning Board for a decision. In the event that the Joint Planning Board determines that the City should accept responsibility for a Town road under these circumstances, the City agrees to abide by the decision of the Joint Planning Board.

14. **Costs Associated with OA Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement.

15. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Agreement by filing a request for mediation with the Bureau of Mediation Services within 30 days after one party notifies the other party of existence of a dispute under this Agreement.

16. **Venue.** The venue for all actions concerning this Agreement shall be Benton County, Minnesota.

17. **Authorization.** The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

18. **Severability and Repealer.** All prior resolutions and ordinances of the Town and City, or portions of resolutions and ordinances in conflict herewith, are hereby repealed. Should any section of this Joint Resolution and Agreement be held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation,

neither the City nor the Town will seek to have any provision of this Agreement declared null and void. If a court issues an order declaring a portion of this Agreement unconstitutional or void, the parties mutually agree to request of that court reformation of the contract and/or of the legislature, special legislation, both actions being for the purpose of reinstating the original intent of this Agreement.

19. **Effective Date.** This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.
20. **Amendments.** Any amendments to this Joint Resolution and Agreement will require a public hearing by the Joint Planning Board and adoption and approval by the City Council and Town Board.
21. **Termination of OA Agreement.** The parties agree that they will, at a minium, either meet or request the Joint Planning Board to consider potential changes and adjustments to this Agreement every 5 years beginning in January of 2005. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2025. Notwithstanding the termination of this Agreement, the provisions of paragraphs 6, 7, 8, 9, 10, 12 and 13 of this Agreement shall remain binding after the termination of the Agreement for all properties annexed under the terms of this Agreement prior to its termination.

REC'D BY
MMB


JUN 06 2002

Adopted by the Town Board of Supervisors for the Town of Minden the ____ day of _____, 2002.


Board Chair


Paul Wesenberg, Clerk

Adopted by the City Council for the City of Sauk Rapids the 15th day of May,
2002.



Harold Jesh, Mayor

Attest:



Cynthia M. Jameson
Clerk Deputy Clerk

EXHIBIT 2**Area A:**

The NW1/4 of SW1/4 of Section 17, Township 36, Range 30, Benton County, Minnesota, EXCEPTING THEREFROM that part lying Northwesterly of the centerline of Benton County State Aid Road Number 3.

INCLUDES part of the plat of Golden Spike Park.

AND

All that part of the SW1/4 of NW1/4 Section 18, Township 36, Range 30, Benton County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 18; thence on an assumed bearing of South along the west line of said Section 18, a distance of 1,343.47 feet to its intersection with an existing fence line extended Westerly for the point of beginning of the tract to be described, said point being on the centerline of C.S.A.H. No. 1; thence continue South along said west line a distance of 1,335.73 feet thence east at right angles, a distance of 343.20 feet; thence north at right angles 264.00 feet; thence North 04°53'35" West, a distance of 264.97 feet; thence north and parallel with the west line of said SW1/4 of NW1/4 a distance of 819.98 feet to its intersection with said existing fence line; thence South 87°48'40" West along said fence line and said line extended, a distance of 320.83 feet to the point of beginning.

AND

All that part of the SE1/4 of SW1/4 and the W1/2 of SE1/4 lying South of the centerline of Benton State Aid Road Number 3.

The SW1/4 of SW1/4

AND

The NE1/4 of SE1/4 (Includes part of the plate of Golden Spike Park)

The SE1/4 of NE1/4

AND

That part of the SE1/4 of SW1/4 described as follows:

Beginning at the intersection of the centerline of Benton County State Aid Road Number 3 with the West line of said SE1/4 of SW1/4; thence North along the West line of said SE1/4 of SW1/4 a distance of 617.49 feet; thence North 88°53'19" East a distance of 370.68 feet; thence South 25°22'45" East a distance of 349.59 feet to the centerline of said Benton County State Aid Road Number 3; thence in a Southwesterly direction along said Benton County State Aid Road Number 3 a distance of 594.85 feet to the point of beginning.

All in Section 18, Township 36, Range 30, Benton County, Minnesota.

AND

The NW1/4 (Includes plat of Maiers Subdivision in NW1/4 of NW1/4);

The W1/2 of SW1/4;

The West 899.70 feet of the NE1/4 of SW1/4;

All that part of the SE1/4 of SW1/4 lying Westerly of the following described line: Commencing at the southwest corner of said SW1/4; thence easterly along the south line of said SW1/4, a distance of 2,235.67 feet to the point of beginning of the line to be described; thence northerly deflecting 89°47'00" to the left a distance of 1,329.72 to a point on the North line of said SE1/4 of SW1/4, said point being 780.25 feet East of the Northwest corner thereof and said line there terminating;

ALL IN Section 19, Township 36, Range 30

Area A-1:

The E1/2 of NE1/4 of Section 29, Township 36, Range 30, EXCEPTING THEREFROM the SE1/4 of SE1/4 of NE1/4.

Area B:

The W1/2 of Section 17, Township 36, Range 30, EXCEPTING therefrom all that part of the NW1/4 of SW1/4 lying Southeasterly of the centerline of Benton County State Aid Road No. 3.

AND

The N1/2 of N1/2 and the SE1/4 of SE1/4 all in Section 18, Township 36, Range 30.

AND

The E1/2;

The NE1/4 of SW1/4, EXCEPTING THEREFROM the West 899.70 thereof.

All that part of the SE1/4 of SW1/4 lying Easterly of the following described line: Commencing at the southwest corner of said SW1/4; thence easterly along the south line of said SW1/4, a distance of 2,235.67 feet to the point of beginning of the line to be described; thence northerly deflecting 89°47'00" to the left a distance of 1,329.72 to a point on the North line of said SE1/4 of SW1/4, said point being 780.25 feet East of the Northwest corner thereof and said line there terminating;

ALL IN Section 19, Township 36, Range 30

AND

The W1/2 of Section 20, Township 36, Range 30.

AND

The NW1/4 (Including the plat of Schramel Addition in E1/2 of NW1/4)

All that part of the N1/2 of SW1/4 lying North of the centerline of State Highway No. 23.

ALL IN Section 29, Township 36, Range 30, Benton County, Minnesota.

AND

The N1/2 of Section 30, Township 36, Range 30, Benton County, Minnesota. (Including the plats of Marchris Addition, Marchris First Addition, Marchris Second Addition, Marchris Third Addition and Marchris Fourth Addition)

All that part of the S1/2 of said Section 30 lying Northerly of the centerline of State Highway No. 23.

EXCEPTING THEREFROM: All that part of the E1/2 of SW1/4 and the W1/2 of SE1/4 of said Section 30, lying Northeasterly of the centerline of Benton County State Aid Road No. 1 and lying Northerly of the of the Northerly right of way line of Minnesota Trunk Highway No. 23 and lying Southeasterly of the centerline of a service road known as Quebecor Road NE and lying West of the centerline of a service road known as 21st Avenue NE.

Area C:

The S1/2 of Section 7, Township 36, Range 30, Benton County, Minnesota.

AND

The S1/2 of Section 8, Township 36, Range 30, Benton County, Minnesota.

AND

The E1/2 of Section 17, Township 36, Range 30, Benton County, Minnesota.

AND

The E1/2 of Section 20, Township 36, Range 30, Benton County, Minnesota.

AND

The W1/2 of NE1/4 of Section 29, Township 36, Range 30, Benton County, Minnesota.

Area D:

The N1/2 of Section 7, and the N1/2 of Section 8, all in Township 36, Range 30, Benton County, Minnesota.

AND

All of Sections 9, 16 and 21, Township 36, Range 30, Benton County, Minnesota.

AND

All that part of the S1/2 of S1/2 of Section 22, Township 36, Range 30, Benton County, Minnesota, lying Northerly of the Northerly right of way line of State Highway No. 23. (Includes the plat of Dona Ray (SW1/4 of SE1/4))

AND

All that part of the SW1/4 of SW1/4 of Section 23, Township 36, Range 30, Benton County, Minnesota, lying Northerly of the Northerly right of way line of State Highway No. 23.

AND

All that part of the N1/2 of Section 27, Township 36, Range 30, Benton County, Minnesota, lying Northerly of the Northerly right of way line of State Highway No. 23. (Includes McGees Oak Terrace (N1/2 of NW1/4))

AND

All that part of the N1/2 of Section 28, Township 36, Range 30, Benton County, Minnesota,

lying North of the Northerly right of way line of State Highway No. 23. (Includes the plats of Adams Acres (E1/2 of NW1/4), Brennan's Addition (W1/2 of NW1/4), Wapicada Addition (SE1/4 of NE1/4), Wapicada Industrial Park (E1/2 of NW1/4) and Wapicada Village W1/2 of NE/14)).

AND

The SE1/4 of SE1/4 of NE1/4 of Section 29, Township 36, Range 30, Benton County, Minnesota.

EXHIBIT 3

All that part platted as Marchris First Addition, Marchris Second Addition and Marchris Third Addition, according to the plat and survey thereof on file and of record in the office of the County Recorder, Benton County, Minnesota, as located in the E1/2 of NE1/4 of Section 30, Township 36, Range 30.

AND

All that part platted as Adam's Acres, according to the plat and survey thereof on file and of record in the office of the County Recorder, Benton County, Minnesota, as located in the E1/2 of NW1/4 of Section 28, Township 36, Range 30;

AND

Tract A: The West 233.00 feet of the North 510.00 feet of the E1/2 of NW1/4 of Section 28, Township 36, Range 30;

Tract B: The East 233.00 feet of the West 466.00 feet of the North 510.00 feet of the E1/2 of NW1/4 of Section 28, Township 36, Range 30;

Tract C: The East 233.00 feet of the West 765.00 feet of the North 510.00 feet of the E1/2 of NW1/4 of Section 28, Township 36, Range 30;

Tract D: The East 233.00 feet of the West 998.00 feet of the North 510.00 feet of the E1/2 of NW1/4 of Section 28, Township 36, Range 30;




AND

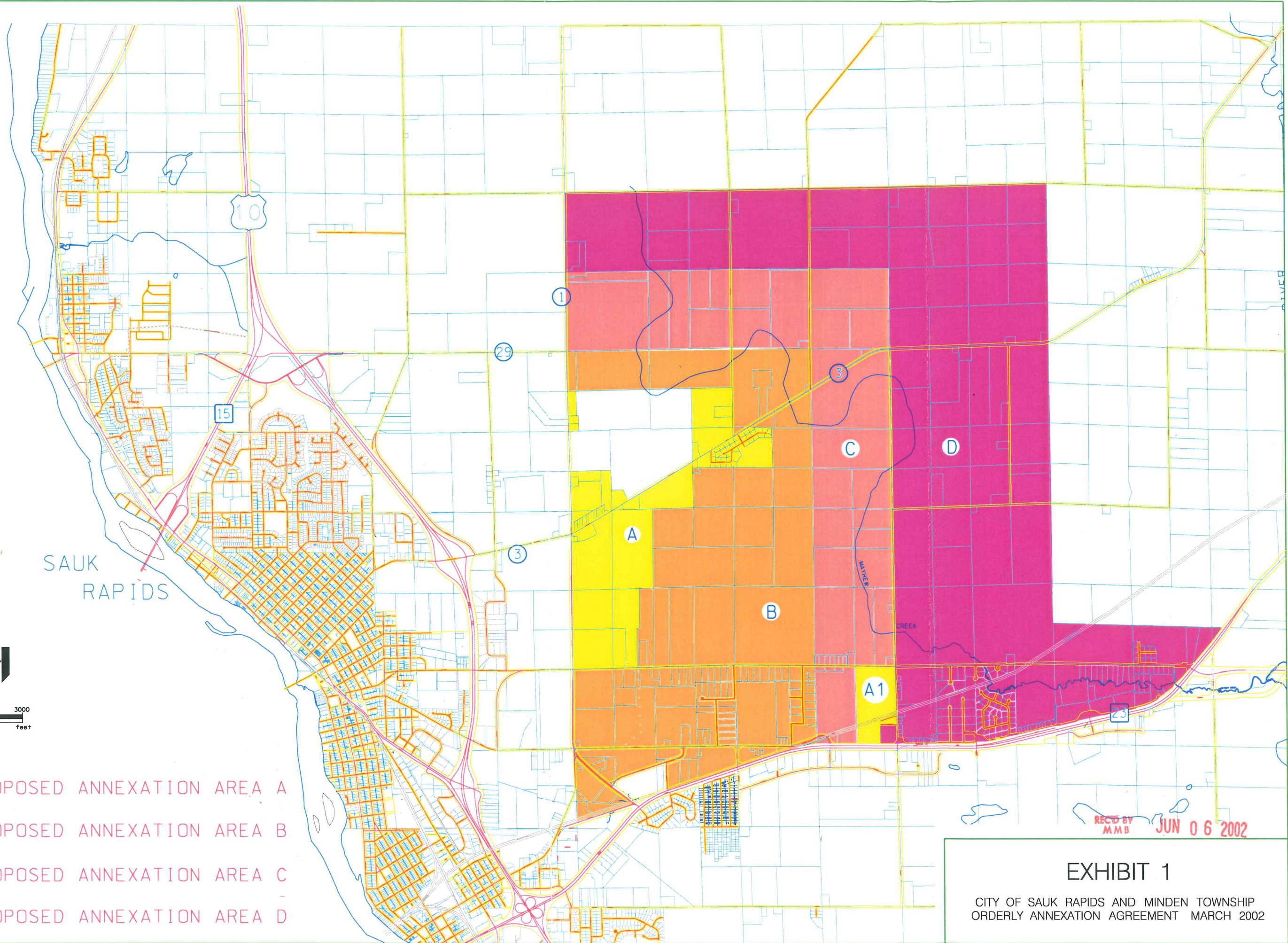
All that part platted as Wapicada Village, according to the plat and survey thereof, on file and of record in the office of the County Recorder, Benton County, Minnesota, as located in the W1/2 of NE1/4 of Section 28, Township 36, Range 30;

AND

All that part platted as Dona-Ray, according to the plat and survey thereof on file and of record in the office of the County Recorder, Benton County, Minnesota, as located in the SW1/4 of SE1/4 of Section 22, Township 36, Range 30.



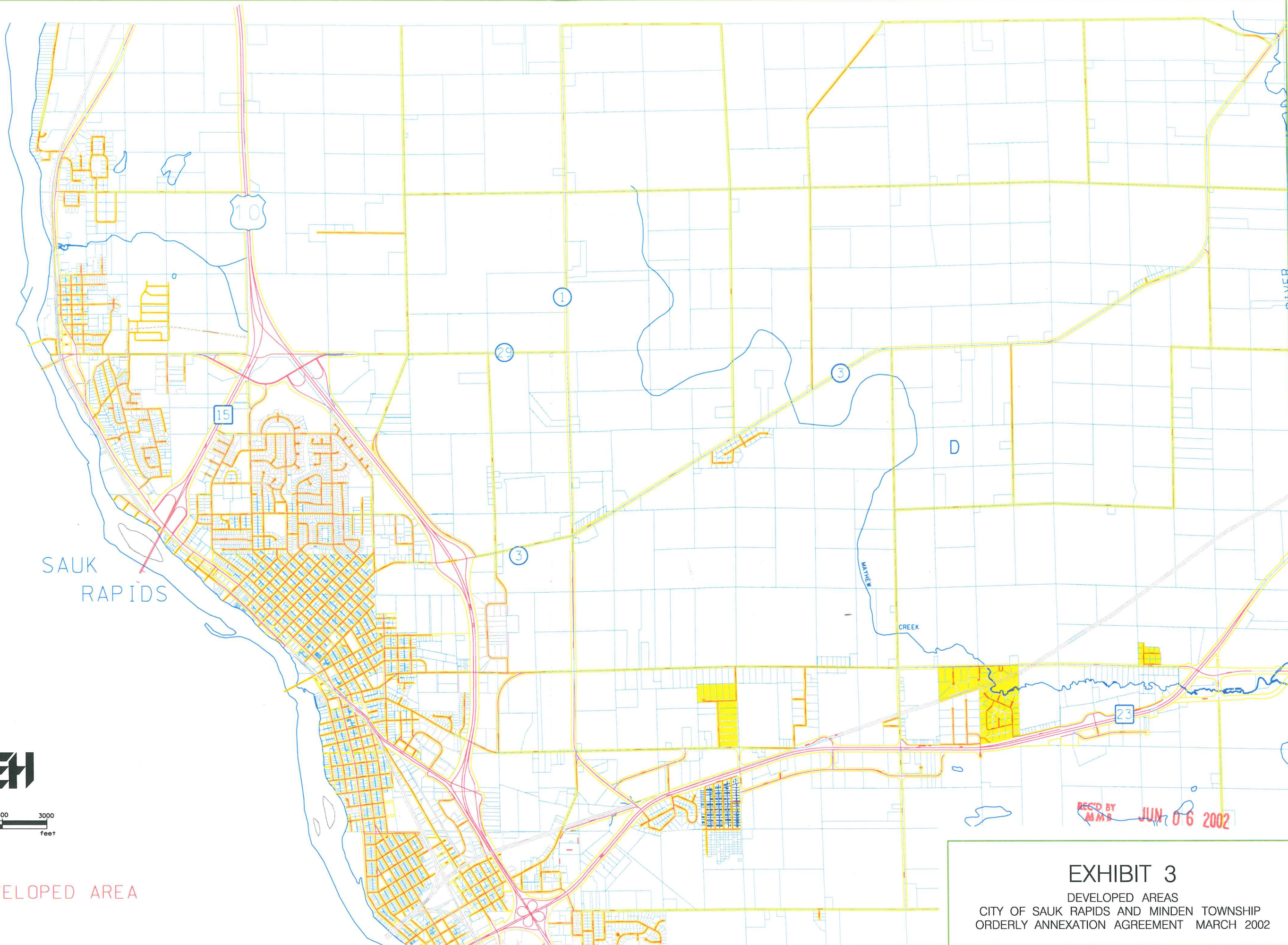
-  PROPOSED ANNEXATION AREA A
-  PROPOSED ANNEXATION AREA B
-  PROPOSED ANNEXATION AREA C
-  PROPOSED ANNEXATION AREA D



REC'D BY
MMB JUN 06 2002

EXHIBIT 1
 CITY OF SAUK RAPIDS AND MINDEN TOWNSHIP
 ORDERLY ANNEXATION AGREEMENT MARCH 2002

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 DEVELOPED AREA

EXHIBIT 3
 DEVELOPED AREAS
 CITY OF SAUK RAPIDS AND MINDEN TOWNSHIP
 ORDERLY ANNEXATION AGREEMENT MARCH 2002