

**JOINT RESOLUTION ADOPTING SECOND AMENDMENT
TO ORDERLY ANNEXATION AGREEMENT BETWEEN THE TOWN OF
HASSAN AND THE CITY OF ROGERS**

WHEREAS, the Town of Hassan and the City of Rogers executed an Orderly Annexation Agreement (OAA) effective the 22nd day of October, 2003 for the purpose of providing a procedure and framework for the orderly annexation of the Town to the City; and

WHEREAS, since the 2003 date, the communities of Hassan and Rogers have worked together in a spirit of cooperation including the combination of many municipal functions such as administration, planner and public works;

WHEREAS, by Joint Resolution, dated June 2, 2008, Hassan and Rogers adopted the First Amendment to the OAA providing for the complete annexation of Hassan by January 1, 2012; and

WHEREAS, the owners and developer of the development known as Stone's Throw, currently located in Hassan, have requested that Hassan and Rogers allow the approximately 638 acres of that development to be annexed into Rogers, so that public utilities and transportation issues can be negotiated with Rogers; and

WHEREAS, a portion of Stone's Throw (approximately 71 acres) is in the 2010 (Phase II) annexation and is allowed to annex immediately by terms of the existing OAA; that to annex the remaining acreage of Stone's Throw requires a second amendment by Joint Resolution of both Hassan and Rogers; and

WHEREAS, Hassan and Rogers find that annexation of the Stone's Throw Development will encourage a significant development within both communities and will be in the best interest of both communities; and

WHEREAS, so that Hassan does not lose any existing tax revenues as a result of the early annexation of Stone's Throw, Hassan will be granted 100% of the tax reimbursement (Section 5 of the OAA) for the Stone's Throw properties annexed for taxes payable through 2011.

NOW, THEREFORE, be it **RESOLVED** by the Town of Hassan and the City of Rogers:

1. That all of the Stone's Throw Development, consisting of approximately 71 acres in Phase II and 567 acres in Phase III of the OAA, shall be placed into Phase II and shall be permitted to annex to Rogers immediately following acceptance of this Resolution by the State Department of Administration, Office of Boundary Adjustments.
2. That the legal descriptions of the Stone's Throw development to be annexed and placed into Phase II are attached to this Resolution.
3. That the remaining properties in Hassan shall remain in Phase III and shall be annexed in accordance with the Orderly Annexation Agreement, as amended.

4. That Hassan shall be allowed to collect 100% of the tax reimbursement authorized in Section 5 of the Orderly Annexation Agreement for the Stone's Throw property taxes payable through the year 2011.
5. The Town and the City shall cause this Joint Resolution to be filed with the State Department of Administration, Office of Boundary Adjustments, forthwith.

Moved by Board Member,

and seconded by Board Member

The following voted in favor of said Resolution:

The following voted against the same:

The following abstained:

Whereupon said Resolution was declared and duly passed and adopted, and was signed by the Board Chair and attested by the Clerk dated this 1st day of December, 2008.


Board Chair

ATTEST:


Town Clerk

Moved by Councilmember Davis

, seconded by Councilmember Grimm

The following voted in favor of said Resolution:

Adams, Davis, Grimm, Rauenhorst,
and Przybilla.

The following voted against the same: None.

The following abstained: None.

Whereupon said Resolution was declared and duly passed and adopted, and was signed by the Board Chair and attested by the Clerk dated this 9th day of December, 2008. Mayor


Mayor

ATTEST:



City Clerk

EXHIBIT A: LEGAL DESCRIPTION

REC'D BY
M M B

DEC 17 2008

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-1 (Wicht III Tract)

Legal Description:

The Southwest Quarter of the Southwest Quarter of Section 36, Township 120, Range 23, except that part thereof which lies West of a line drawn parallel with and distant 40.0 feet Easterly of the West line of said Section 36.

Hennepin County, Minnesota
Abstract Property

REC'D BY
MMB

DEC 17 2008

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-2 (Wicht, Jr. Tract)

Legal Description:

The East Half of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; and the Southeast Quarter of the Northeast Quarter, all in Section 36, Township 120, Range 23, Except that part of said Southeast Quarter of the Northeast Quarter described as follows: Commencing at the Southeast corner of said Southeast Quarter of the Northeast Quarter; thence Northerly along the East line thereof a distance of 465.0 feet to the actual point of beginning of the tract to be described; thence continue Northerly along said East line a distance of 210.0 feet; thence Westerly deflecting to the left 90 degrees a distance of 265.0 feet; thence Southerly deflecting to the left 90 degrees a distance of 210.0 feet; thence Easterly deflecting to the left 90 degrees a distance of 265.0 feet to the point of beginning, and also Except that part thereof acquired by the State of Minnesota in the Final Certificate dated April 12, 1974, recorded May 28, 1976 in the office of the Hennepin County Recorder as Doc. No. 4209521.

Together with

The Northeast Quarter of the Southwest Quarter; the South Half of the Southwest Quarter of the Northeast Quarter; and the Southeast Quarter of the Northwest Quarter, all in Section 36, Township 120, Range 23.

Abstract Property
Hennepin County, Minnesota

EXHIBIT A: LEGAL DESCRIPTION

REC'D BY
M M B

DEC 17 2008

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-3 (Stieg Tract)

Legal Description:

The West Half of the Southwest Quarter of the Southeast Quarter of Section 36, Township 120, Range 23.

Together with

The Southeast Quarter of the Southwest Quarter of Section 36, Township 120, Range 23.

Hennepin County, Minnesota

Torrens Property

Torrens Certificate No. 1027976 (includes additional land)

EXHIBIT A: LEGAL DESCRIPTION
[Stone's Throw Development, Hassan Township, Minnesota]
EXHIBIT A-4 (RTE Limited Partnership Tract)

REC'D BY
M M B

DEC 17 2008

Legal Description:

Parcel 1:

The North half of the Southwest Quarter of the Northeast Quarter of Section 36, Township 120, Range 23;

Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of said Section 36 described as commencing at a point on the East line of said Northwest Quarter distant 163 feet Southerly from the Northeast corner of said Northwest Quarter; thence Westerly parallel with the North line of said Northwest Quarter 200 feet; thence Southerly, deflecting to the left 81 degrees 46.01 feet to the actual point of beginning; thence Westerly parallel with said North line 225 feet; thence Northerly, deflecting to the right 99 degrees 46.01 feet; thence Easterly parallel with said North line 225 feet; thence Northeasterly 57.98 feet along a tangential curve to the left, having a radius of 83.06 feet and a central angle of 40 degrees; thence Northeasterly tangent to said curve to the South line of the North 130 feet of said Northwest Quarter of the Northeast Quarter; thence Westerly along said South line to the West line of the East 715.96 feet of said Northwest Quarter; thence Northerly along said West line to the North line of said Northwest Quarter; thence Westerly along said North line to the Northwest corner of said Northwest Quarter; thence Southerly along the West line of said Northwest Quarter to the Southwest corner of said Northwest Quarter; thence Easterly along the South line of said Northwest Quarter to the Southeast corner of said Northwest Quarter; thence Northerly along the East line of said Northwest Quarter to its intersection with a line drawn Easterly parallel with said North line of the Northwest Quarter from the point of beginning; thence Westerly parallel with said North line to the point of beginning.

Together with a non-exclusive easement for egress and ingress over and across that part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 120, Range 23, not included within the above described property and lying Southwesterly of Interstate Highway No. 94, which lies within a strip of land 66 feet in width, the centerline of said strip is described as beginning at a point on the North line of said Section 36 distant 33 feet Westerly from the Northeast corner of said Northwest Quarter; thence Southwesterly 89.03 feet along a curve concave to the Northwest having a radius of 102.88 feet and a central angle of 49 degrees 35 minutes, the chord of said curve deflect 64 degrees 47 minutes 30 seconds, measured West to South, from the North line of said Section 36; thence Southwesterly tangent to said curve 101.89 feet; thence Southwesterly 57.98 feet along a tangential curve concave to the Northwest, having a radius of 83.06 feet and a central angle of 40 degrees; thence Westerly parallel with the North line of said Northwest Quarter 516 feet and there terminating. (See order doc. no. 3434858)

RECD BY
M M B

DEC 17 2008

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-5 (Peterson Tract)

Legal Description:

The East Half of the Southwest Quarter of the Southeast Quarter of Section 36, Township 120 North, Range 23 West of the Fifth Principal Meridian, Hennepin County, Minnesota.

Abstract Property

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-6 (Fricke Tracts)

RECD BY
MMB

DEC 17 2008

PAGE 1 OF 2 PAGES

Legal Description:

Parcel 1:

The East Half of the Northwest Quarter of the Southwest Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County, Minnesota.

The West Half of the Northwest Quarter of the Southwest Quarter of Section 36, Township 120 North, Range 23 West, Hennepin County, Minnesota, except that part thereof which lies West of a line drawn parallel with and distant 40.0 feet Easterly of the west line of said Section 36.

Parcel 2:

The South 324.80 feet of the West Half of the Southwest Quarter of the Northwest Quarter of Section 36, Township 120, Range 23, Hennepin County, Minnesota, except the West 40 feet thereof.

AND

The East Half of the Southwest Quarter of the Northwest Quarter of Section 36, Township 120, Range 23, Hennepin County, Minnesota.

Parcel 3:

The East Half of the Southwest Quarter, except a strip of land 2 rods wide extending from the center of the so called Territory Road North to the Northwest corner of the East Half of the Southwest Quarter of Section 25; also the West Half of the Northeast Quarter of the Northwest Quarter of Section 36; all in Township 120, Range 23, Hennepin County, Minnesota.

EXCEPT that part described as follows:

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-6 (Fricke Tracts)

REC'D BY
MAB

DEC 17 2008

PAGE 2 OF 2 PAGES

That part of the East half of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Beginning at a point on the West line of said East half of the Southwest Quarter distant 703.55 feet northerly along said West line from the Southwest Corner thereof thence North 89 degrees 50 minutes 48 seconds East, assumed bearing, perpendicular to said West line, 257.88 feet; thence North 27 degrees 16 minutes 07 seconds East 491.87 feet, to the centerline of Territorial Road as the same is laid out and constructed; thence North 64 degrees 44 minutes 00 seconds West, along said centerline, 536.33 feet to said West line; thence South 0 degrees 09 minutes 12 seconds East along said West line 666.82 feet to the point of beginning.

AND ALSO EXCEPT

That part of the East half of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota described as follows:

Beginning at a point on the West line of said East Half of the Southwest Quarter distant 703.55 feet northerly along said West line from the Southwest corner thereof; thence North 89 degrees 50 minutes 48 seconds East, assumed bearing, perpendicular to said West line 257.88 feet; thence North 27 degrees 16 minutes 07 seconds East 494.42 feet to the centerline of Territorial Road as the same is laid out and constructed; thence South 64 degrees 41 minutes 02 seconds East along said centerline 358.21 feet; thence South 27 degrees 16 minutes 07 seconds West a distance of 724.20 feet; thence South 89 degrees 50 minutes 48 seconds West a distance of 475.45 feet to the West line of said East Half of the Southwest Quarter; thence North 00 degrees 09 minutes 12 seconds West along said West line a distance of 358.00 feet to the point of beginning.

Parcel 4:

The East Half of the Northeast Quarter of the Northwest Quarter of Section 36, Township 120, Range 23, Hennepin County, Minnesota.

Abstract Property

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-7 (Helius Tracts)

Legal Description:

Parcel A

The North half of the Southwest Quarter of the Southwest Quarter of Section 25, Township 120, Range 23, except the West 40 feet thereof, Hennepin County, Minnesota.

Abstract Property

Parcel B

Tract 1

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 120, Range 23, described as follows: Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence West along the South line of said Northwest Quarter of the Southwest Quarter a distance of 330 feet; thence North, parallel with the East line of said Northwest Quarter of the Southwest Quarter, to the Southerly right-of-way line of Territorial Road; thence Southeasterly along said Southerly right-of-way line to the East line of said Northwest Quarter of the Southwest Quarter; thence South along said East line to the point of beginning.

Tract 2

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 120, Range 23, described as follows: Beginning at a point on the South line of said Northwest Quarter of the Southwest Quarter distant 330 feet West from the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence West along said South line a distance of 192.41 feet, thence Northeasterly deflecting 105 degrees 54 minutes 56 seconds to the right, to the Southerly right-of-way line of Territorial Road; thence Southeasterly along said Southerly right-of-way line to a line drawn North, parallel with the East line of said Northwest Quarter of the Southwest Quarter, from the point of beginning; thence South along said parallel line to the point of beginning.

Hennepin County, Minnesota
Torrens Property
Torrens Certificate No. 1178126

EXHIBIT A: LEGAL DESCRIPTION

[Stone's Throw Development, Hassan Township, Minnesota]

EXHIBIT A-8 (Robinson Tract)

Legal Description:

That part of the East Half of the Northwest Quarter ($E\frac{1}{2}$ of the $NW\frac{1}{4}$), Section 25, Township 120, Range 23, Hennepin County, Minnesota, lying South of the Southwesterly line of the Burlington Northern Railroad, and

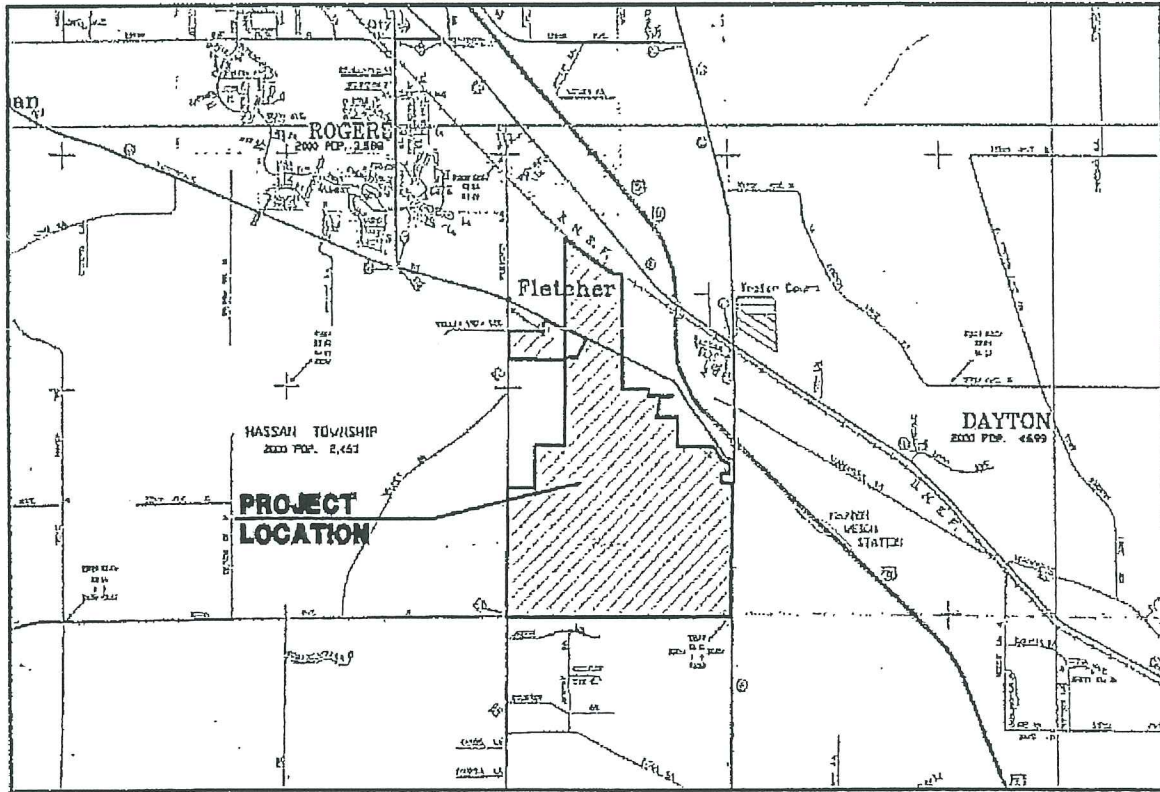
The West 2 rods of the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}$ of the $SW\frac{1}{4}$) of Section 25, Township 120, Range 23, all in Hennepin County, Minnesota

REC'D BY
M M B

DEC 17 2008

EXHIBIT A: MAP

[Stone's Throw Development, Hassan Township, Minnesota]



**JOINT RESOLUTION ADOPTING FIRST AMENDMENT
TO ORDERLY ANNEXATION AGREEMENT BETWEEN
THE TOWN OF HASSAN AND THE CITY OF ROGERS**

REC'D BY
M M B

JUN 16 2008

WHEREAS, the Town of Hassan and the City of Rogers executed an Orderly Annexation Agreement effective the 22nd of October, 2003 for the purpose of providing a procedure and framework for the orderly annexation of the Town to the City.

WHEREAS, since the 2003 date, the communities of Hassan and Rogers have worked together in a spirit of cooperation including the combination of many municipal functions such as administration, planning and public works; and

WHEREAS, in contemplation of the two communities becoming one, the Town offices have been relocated to the Rogers city hall; and

WHEREAS, Hassan and Rogers now believe that it is in the best interest of both communities to complete the annexation of Hassan much sooner than the time frame adopted in the original Orderly Annexation Agreement; accordingly, Hassan and Rogers have entered into this First Amendment to the Orderly Annexation Agreement of 2003; and

WHEREAS, Sections 13.01 and 12.01 of the 2003 Orderly Annexation Agreement requires any modification of the Agreement to be by joint resolution and in writing.

NOW, THEREFORE, be it **RESOLVED** by the Town of Hassan and the City of Rogers as follows:

1. The Orderly Annexation Agreement of 2003 is hereby amended to provide for total annexation of the Town no later than January 1, 2012.
2. All references in the Orderly Annexation Agreement of 2003 regarding August 15th, 2030 as the termination date, or the date by which annexation shall occur are hereby amended to reflect January 1, 2012.
3. All other sections of the Orderly Annexation Agreement of 2003 shall hereinafter be interpreted to reflect the termination date of January 1st, 2012.
4. The Town and the City shall cause this Joint Resolution to be filed with the State Department of Administration, Office of Boundary Adjustments, forthwith.

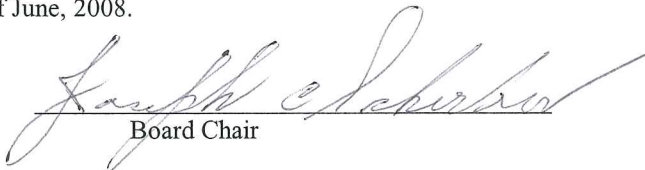
Moved by Board Member, Scherber and seconded by Board Member Ende

The following voted in favor of said Resolution: Scherber, Ende and Rosenquist

The following voted against the same: Ivey and Havel

The following abstained:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Board Chair and attested by the Clerk dated this 2nd day of June, 2008.


Board Chair

ATTEST:

Shannon Jenkins
Town Clerk

Moved by Councilmember Rauenhorst, seconded by Councilmember Adams

The following voted in favor of said Resolution: Adams, Rauenhorst, and Przybilla.

The following voted against the same: Davis & Grimm.

The following abstained: None.

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 5th day of June, 2008.

Paul Gymbrell
Mayor

ATTEST:

Jacy Doboszenski
City Clerk

NOV 26 2003

**AGREEMENT BETWEEN THE TOWN OF HASSAN
AND THE CITY OF ROGERS FOR GROWTH MANAGEMENT,
ORDERLY ANNEXATION AND THE EXERCISE OF JOINT POWERS
FOR THE EXTENSION OF MUNICIPAL SERVICES AND
AND TRANSPORTATION IMPROVEMENTS**

THIS AGREEMENT is made this 22 day of OCTOBER, 2003, ("Effective Date") between the City of Rogers, Hennepin County, Minnesota ("City") and the Town of Hassan, Hennepin County, Minnesota ("Town") and is an agreement relating to growth management and constitutes a "Joint Resolution" between the City and Town authorized by Minnesota Statutes §414.0325 providing for a procedure and a framework for orderly annexation of the entire Town to the City. This Agreement also provides for the exercise of joint powers for the extension of municipal services and for the construction of transportation improvements as authorized pursuant to Minnesota Statutes §471.59.

**SECTION ONE
INTRODUCTION**

- 1.01 Certain landowners within the Town have petitioned the City for annexation and for the extension of municipal utilities. Since receiving the petitions, the City has undertaken a review of its Comprehensive Plan and has studied the ability of the City to provide services to the areas and has concluded that if the areas requesting services are developed into urban uses, the City would ultimately be benefited by a broadened tax base and a more vital community and that urban growth in the annexation area would benefit the City.
- 1.02 The Town of Hassan filed an Incorporation Petition on October 11, 2002 with Minnesota Planning, Municipal Boundary Adjustments (File No. I-67 Hassan) pursuant to Minnesota Statutes §414.02. The Town has participated in a review of its Comprehensive Plan, and has concluded that it would be beneficial to the Town, and to property owners remaining in the Town, during and after annexation, to enter into this Agreement with the City so that the areas to be annexed will be developed in an orderly fashion, and in a manner that positively impacts the people of the Town.

INTENT

- 1.03 The parties to this Agreement intend it to be binding with all the rights, privileges, and obligations attached thereto. Both parties intend to be bound by this Agreement and shall not violate its terms. Neither party shall exercise any legislative authority either now existing or which may be later created in a way which violates the terms of the Agreement. Both parties understand that they may not limit the power of the legislature over annexation, and such is not their intent. Instead, the parties agree to refrain from exercising any legislative authority, now or into the future, in a way that would violate the terms of this Agreement.

INCLUSION INTO COMPREHENSIVE PLAN

- 1.04 Within sixty (60) days of the adoption of this Joint Resolution, the Town and the City shall adopt and forward to the Metropolitan Council a Comprehensive Plan Amendment incorporating the Orderly Annexation Agreement ("OAA") into their respective Comprehensive Plans.

SECTION TWO ORDERLY ANNEXATION AREA

- 2.01 The Town and the City desire to accomplish the orderly annexation and extension of municipal sanitary sewer and water services, together with transportation improvements, to and within the areas legally described in this Joint Resolution in a mutually acceptable manner without the need for contested hearings. This Agreement provides for the joint exercise by the Town and the City of their respective authority pursuant to Minnesota Statute §471.59 and other laws pertaining to the extension of municipal services and transportation improvements.
- 2.02 The entire Town, as it currently exists, is subject to annexation by the City pursuant to this Agreement and the Town itself will constitute the "Orderly Annexation Area." The Town and City hereby designate three areas as being in need of orderly annexation pursuant to Minnesota Statute §414.0325, and in accordance with the terms and conditions of this Agreement.

SECTION THREE PHASING SCHEDULE

- 3.01 The Town and City agree that phasing the growth envisioned for the annexation area would benefit the City by reducing the financial risk of extending core facilities into the Orderly Annexation Area by extending such facilities gradually rather than at one time. This would also allow for the burden imposed by the growth to be gradually borne by the City so that the level of services needed by the new development could be supplied on a gradual and phased basis. The Town has agreed that a phased development plan as envisioned by this Agreement would benefit the Town by phasing the impact of lost tax base on the remaining Town government and easing financial and lifestyle burdens that an immediate annexation of the entire area would impose on Town residents. For the purposes of this Agreement, the Orderly Annexation Area will be divided into three (3) phases described below:

ORDERLY ANNEXATION AREA I

- 3.02 "Orderly Annexation Area I," hereinafter referred to as "Phase I," is legally described on Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, Phase I is shown on the map attached hereto as Exhibit 4 and is that area shown in red.

ORDERLY ANNEXATION AREA II

- 3.03 "Orderly Annexation Area II," hereinafter referred to as "Phase II," is legally described on Exhibit 2 attached hereto and incorporated herein by reference. For ease of reference, Phase II is shown on the map attached hereto as Exhibit 4 and is that area shown in yellow.

ORDERLY ANNEXATION AREA III

- 3.04 "Orderly Annexation Area III," hereinafter referred to as "Phase III," is legally described on Exhibit 3 attached hereto and incorporated herein by reference. For ease of reference, Phase III is shown as uncolored on the map attached hereto as Exhibit 4 and, in broad terms, covers all that area enclosed within the Town's boundaries that are not included in Phase I or Phase II.

SECTION FOUR

4.01 Orderly Annexation of Phase I.

- (a) Timing of Orderly Annexation of Phase I. Phase I is designated for orderly annexation to be completed by December 31, 2003.
- (b) Acreage of Phase I. The Phase I orderly annexation area contains approximately 317 acres.
- (c) Population. The Phase I orderly annexation area has a population of approximately 127.
- (d) No hearing required. The City and Town agree that no alteration of the boundaries as stated in Phase I is appropriate and that no consideration by the Department of Administration, Municipal Boundary Adjustments, is necessary; further, that all terms and conditions for annexation of Phase I are provided for in this Joint Resolution pursuant to Minnesota Statutes §414.0325. Upon receipt of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, may review and comment, but shall, within 30 days of receipt, order the annexation of Phase I in accordance with the terms and conditions contained in this Joint Resolution.
- (e) Provision of Services. The City and Town agree that after annexation of Phase I, pursuant to the terms of this Joint Resolution, the City shall be responsible for providing municipal and governmental services to the area contained within said Phase I. All parcels annexed shall be required to connect to municipal sewer and water services as directed by the City from time to time, and will be required to pay all assessments, charges and costs for City services that apply to the properties in the City.

4.02 Orderly Annexation of Phase II.

The City and Town agree that Phase II is designated as in need of orderly annexation pursuant to Minnesota Statutes §414.0325.

- (a) Acreage of Phase II. The City and Town agree that Phase II contains approximately 1,593 acres.
- (b) Population. The Phase II orderly annexation area has a population of approximately 178.
- (c) Timing of orderly annexation of Phase II. The City and Town agree that Phase II property may be annexed, only in a contiguous manner, to the City as hereafter provided on or after January 1, 2004 and continuing until August 15, 2010, at which time the property in Phase II shall be completely annexed to the City. An individual property owner located within Phase II may be annexed at any time between January 1, 2004 and August 15, 2010 by filing a Petition with the City for annexation and connection to municipal sewer and water service, and by the City filing a Resolution with the Department of Administration, Municipal Boundary Adjustments, or successors, following receipt of such Petition.

After annexation of undeveloped property located within Phase II, said property shall be required to connect, as provided in the Rogers ordinances, to City water and sewer services and will be required to pay all assessments, charges and costs for City services that apply to the properties in the City.

For residential properties with existing on-site septic systems, the City will require hook-ups based upon a pro-rated time schedule depending on the age of the existing system. The City will adopt a policy regarding the hook-up of these systems.

- (d) No hearing required. The City and Town agree that upon the occurrence of any event triggering annexation as provided above, the City may execute a Resolution for annexation of property and file the same with the Department of Administration, Municipal Boundary Adjustments, or its successor. Upon receipt of such a Resolution from the City providing for annexation of a designated area and a copy of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, pursuant to Minnesota Statutes §414.0325, may review and comment, but shall, within 30 days of receipt of said Resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Town agree that no alteration of the boundaries as described in the Resolution filed is appropriate, that no consideration by the Department of Administration, Municipal Boundary

Adjustments is necessary and that all terms and conditions for annexation of the area in the Resolution filed are provided for in this Joint Resolution.

- (e) Provision of services. The City and Town agree that after annexation of Phase II or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall provide municipal governmental services to such area, and the parcels therein shall then be required to connect to municipal sewer and water services as directed by the City from time to time.

4.03 Orderly Annexation of Phase III.

The City and Town agree that Phase III is designated as in need of orderly annexation pursuant to Minnesota Statutes §414.0325.

- (a) Acreage of Phase III. The City and Town agree that Phase III contains approximately 11,666 acres.
- (b) Population. The Phase III orderly annexation area has a population of approximately 2,158.
- (c) Timing of orderly annexation of Phase III. The City and Town agree that Phase III property shall be completely annexed to the City, as hereinafter provided, no later than August 15, 2030. An individual property owner of contiguous land located within Phase III may be annexed after August 15, 2010 and prior to August 15, 2030 should the owner of said property file a petition with the City for annexation and/or connection to municipal sewer and water service, and a Joint Resolution is adopted by the Town and the City providing for the annexation of the land to the City of Rogers. If the property in Phase III is annexed to the City prior to August 15, 2030, it will be required to connect to City sewer and water service and to pay all assessments, charges and costs for City services as set forth in the Rogers ordinances.

For residential properties with existing on-site septic systems, the City will require hook-ups based upon a pro-rated time schedule depending on the age of the existing system. The City will adopt a policy regarding the hook-up of these systems.

- (d) No hearing required. The City and Town agree that upon the occurrence of any event triggering annexation as provided above, the City and Town may execute a Joint Resolution for annexation of property and file the same with the Department of Administration, Municipal Boundary Adjustments, or its successor. Upon receipt of such a Resolution from the City providing for annexation of a designated area and a copy of this Joint Resolution, the Department of Administration, Municipal Boundary Adjustments, pursuant to Minnesota Statutes §414.0325, may review and comment, but shall, within 30 days of receipt

of said Resolution, order the annexation of the area designated therein in accordance with the terms and conditions of this Joint Resolution. The City and Town agree that no alteration of the boundaries as described in the Resolution filed is appropriate, that no consideration by the Department of Administration, Municipal Boundary Adjustments is necessary and that all terms and conditions for annexation of the area in the Resolution filed are provided for in this Joint Resolution.

- (e) Provision of services. The City and Town agree that after annexation of Phase III, or any portion thereof, pursuant to the terms of this Joint Resolution, the City shall provide municipal governmental services to such area, and the parcels therein shall then be required to connect to municipal sewer and water services as directed by the City from time to time.

SECTION FIVE TAX REIMBURSEMENT IN PHASES I, II AND III

- 5.01 In accordance with Minnesota Statute §414.036, the City and Town agree that as to those properties in Phase I, Phase II and Phase III (until such time as the entire Town is annexed pursuant to this Agreement) the City shall reimburse the Town for all of the taxable property annexed as follows:
- (a) In the first year after annexation, the Town shall receive 100% of that tax base.
 - (b) In the second year after annexation, the Town shall receive 80% of that tax base.
 - (c) In the third year after annexation, the Town shall receive 60% of that tax base.
 - (d) In the fourth year after annexation, the Town shall receive 40% of that tax base.
 - (e) In the fifth year after annexation, the Town shall receive 20% of that tax base.
 - (f) Thereafter, all taxes collected in the area annexed shall belong to the City.
- 5.02 For the purposes of taxation, if annexation becomes effective on or before August 1st of a levy year, the City may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1st of a levy year, the Town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year.
- 5.03 In addition to the above, the City shall pay to the Town any delinquent taxes or special assessments due and owing to the Town at the time of annexation; the taxes and special assessments shall be paid to the Town as they are collected by the City.

SECTION SIX HIGHWAY 101 CORRIDOR

- 6.01 The parties to this Agreement have agreed to the extension of sewer and water services by City to the area of the Town known as the "Highway 101 Corridor" consisting of commercial and industrial property within the Town and north along Highway 101. Said 101 Corridor legally consists of the property described in the attached, amended, Joint Powers Agreement relating to the extension of said sewer and water services along the 101 Corridor.
- 6.02 The amended Joint Powers Agreement shall be attached hereto and incorporated and hereby referenced and shall be identified as Exhibit 5, and shall be enforceable according to its terms.

SECTION SEVEN HENRY'S WOODS

- 7.01 That area within the Town designated as "Henry's Woods" consisting of approximately 157 acres of unique farmland and woodland that the parties have agreed and determined to keep and preserve. The area so designated is legally described on the attached Exhibit 6, which exhibit is incorporated herein by attachment of said Exhibit. This area shall remain within the Town until the last property is annexed into the City (see Section Four, 4.03 Phase III annexation) or until the parties by Joint Resolution of both entities determine otherwise. Both parties agree to the terms and conditions outlined in said Exhibit 6.

SECTION EIGHT PLANNING AND LAND USE CONTROL

- 8.01 Because both the City and the Town have recently completed and adopted Comprehensive Plans, and because both the City and the Town have adopted, or are currently working on adopting, zoning and subdivision controls, both the City and the Town adequately regulate land use within their respective geographic boundaries and all planning and land use controls shall be governed as follows:
- (a) City and Town have concluded that they do not require a joint planning board for planning and land use purposes within the areas to be annexed as authorized in Minnesota Statutes §414.0325, subd. 5. Both communities feel that the existing planning functions within the City and Town are adequate to provide protection and regulation necessary to the preservation of the goals and intent of this Agreement.
 - (b) City shall continue to plan and regulate all land within the City and the City shall provide the same planning function for all areas of the Town as they become annexed to the City in accordance with the phasing outlined in this Agreement.

- (c) Town shall continue to plan and regulate all areas of the Town that remain within the Town until such time as the land shall become annexed into the City. The Town planning authority shall continue to govern and to regulate and control the development of land within the Town.
- (d) City and Town representatives will meet quarterly (commencing March of 2004) to review planning, zoning and annexation issues. There shall be appointed two representatives from the City and two representatives from the Town, together with City and Town Administrators in attendance at these meetings. The March and September meetings will concentrate and emphasize annexation issues.

In addition to the regularly scheduled meetings above, either party may call a special meeting to discuss a matter of importance affecting the communities. A special meeting shall be called and noticed as any other special meeting within the Town or City.

- (e) If the parties reach an impasse regarding planning or annexation issues, each party shall appoint two members from its Council or Board and one member from its Planning Commission, which appointment shall constitute a Board that will meet in an attempt to break the impasse. Each party must appoint one of the original members to this Board. [See 8.01(d)] In the event that this Board fails to reach agreement, mediation shall be initiated by one of the parties and both parties agree to mediate the dispute in good faith. In the event mediation fails, the parties agree to arbitrate under the authority of Minn. Stat. §572.
- (f) Both parties shall establish a liaison position to attend and monitor each other's planning commission meetings. The liaison will be a member of the Board or Council and this position will be created immediately with duties commencing January of 2004. Both communities will provide the other with copies of planning commission agendas and packets. It is anticipated that this position will exist from 2004 until this agreement terminates.
- (g) Both parties shall establish a liaison position to attend and monitor each other's park board meetings. The liaison need not be a member of the Council or Board. This position will be created immediately and the duties will commence in January of 2004. It is anticipated that this position will exist from 2004 until this agreement terminates.
- (h) The parties may, by Joint Resolution adopted by both governing bodies, agree to alter the planning function and control outlined above and either party may request special consideration or regulation of certain properties within the other's boundaries when that party deems such special regulation necessary for the preservation of the intent and goals of this Agreement.

SECTION NINE TRANSPORTATION

- 9.01 The City shall have responsibility for expansion, extension, upgrade and maintenance of the transportation system within the City and within those areas of the Town once they become annexed. The City shall use its best judgment regarding the timing of such transportation improvements and shall be responsible for the financing and recovery of cost from affected property owners.
- 9.02 The Town shall have responsibility for expansion, extension, upgrade and maintenance of existing transportation system within the Town. The Town shall use its best judgment regarding the timing of such transportation improvements, and shall be responsible for the financing and recovery of costs from affected property owners.
- 9.03 In the event there is a need for expansion of the existing transportation system into both the Town and the City (prior to annexation), the parties may enter into a separate Joint Powers Agreement under the authority of Minnesota Statutes §471.59 to cover the sharing of project costs and cost recovery from affected and benefiting properties within project area.
- 9.04 When a property is annexed into the City, the entire street or road adjacent to the annexed property will be annexed into the City. This will facilitate public projects within the annexed property. It is, nevertheless, anticipated that certain public projects will require Joint Powers Agreements when such projects affect and benefit properties within the Town and the City.

SECTION TEN STUDY AREA

- 10.01 The area surrounding the Brockton interchange with Interstate Highway 94 is scheduled to remain within the Town until annexation, Phase III. This area consists of approximately 237 acres and is described generally in Exhibit 7. The City will supply this area with water and sewer will ultimately be provided by the Metropolitan Council, when available. Water services to this study area may be provided prior to annexation of the property and the parties agree that a separate Joint Powers Agreement, under the authority of Minnesota Statutes §471.59 will be entered into relating to cost sharing and assessments for said water service projects within the study area.

SECTION ELEVEN DISMISSAL OF INCORPORATION PETITION

- 11.01 The Incorporation Petition filed by the Town (File No. I-67 Hassan) will be dismissed upon execution of this agreement by the parties. Immediately thereafter, the Department of Administration, Municipal Boundary Adjustments, may accept this Orderly Annexation Agreement.

**SECTION TWELVE
MODIFICATION**

12.01 This Agreement may be modified only by written agreement approved by both the City and the Town by Joint Resolution approving the modification.

**SECTION THIRTEEN
TERMINATION**


13.01 This Agreement will terminate on August 15, 2030 in all respects unless sooner terminated by Joint Resolution of the parties providing for total annexation of the Town prior to August 15, 2030.

**SECTION FOURTEEN
EXHIBITS**

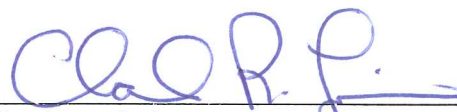
14.01 The following exhibits are attached hereto and incorporated into this Agreement by reference:

- | | | |
|-----|-----------|--|
| (a) | Exhibit 1 | (legal description of Phase I) |
| (b) | Exhibit 2 | (legal description of Phase II) |
| (c) | Exhibit 3 | (legal description of Phase III) |
| (d) | Exhibit 4 | (map of orderly annexation phases) |
| (e) | Exhibit 5 | (Joint Powers Agreement - Highway 101 Corridor) |
| (f) | Exhibit 6 | (legal description and agreement relating to Henry's Woods) |
| (g) | Exhibit 7 | (legal description of "study area"; gray shaded area on Exhibit 4) |


CITY OF ROGERS

By: 
Leigh Stanley, Its Mayor

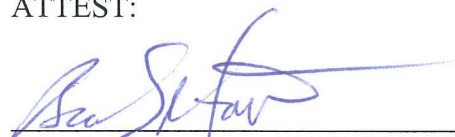
TOWN OF HASSAN

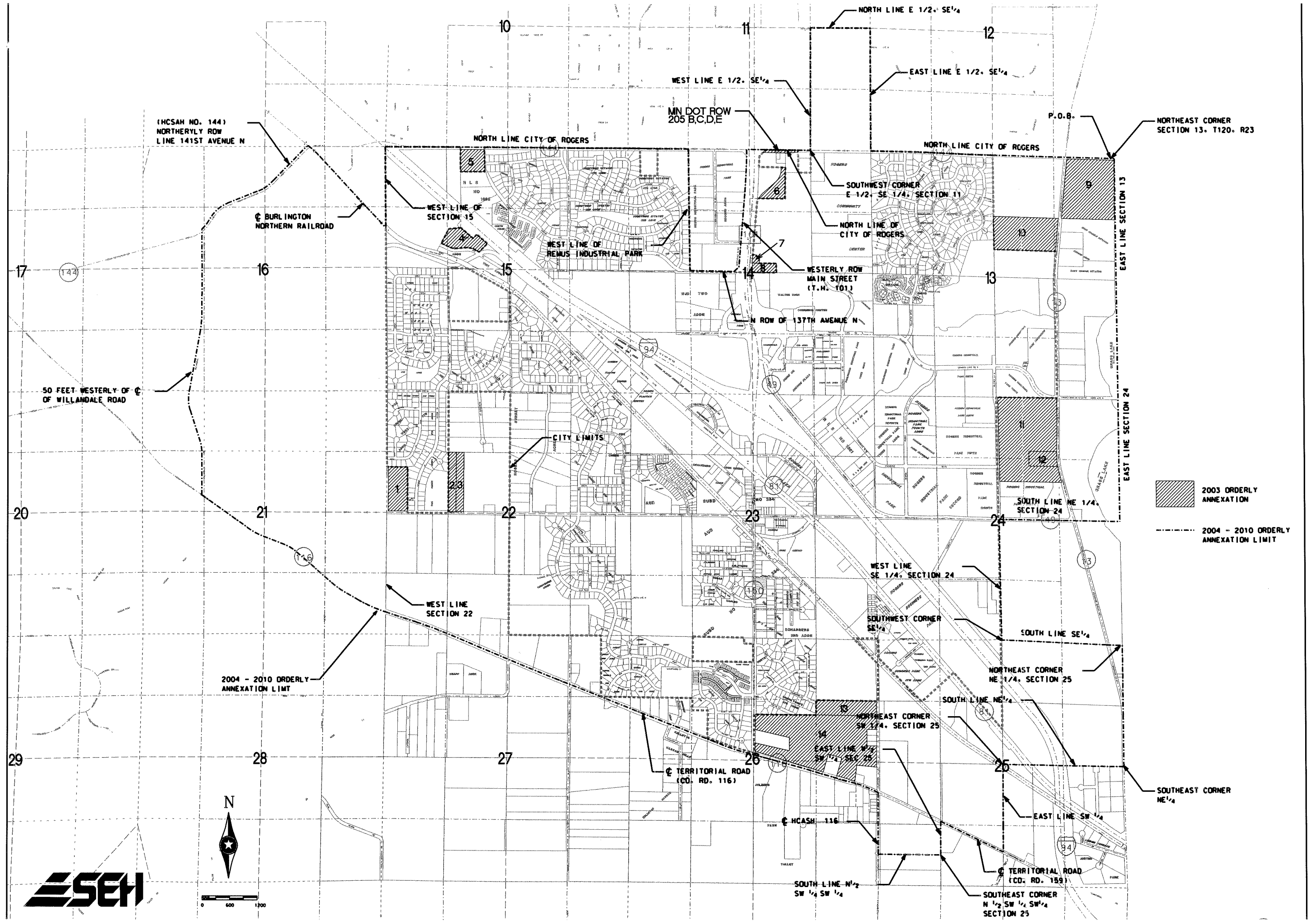
By: 
Clark Linn, Chairman of Its Board of Supervisors

ATTEST:


Gary Eitel, Its Administrator

ATTEST:


Brad Scott, Its Administrator



(HCSAH NO. 144)
NORTHERLY ROW
LINE 141ST AVENUE N

CL BURLINGTON
NORTHERN RAILROAD

50 FEET WESTERLY OF
OF WILLANDALE ROAD

2004 - 2010 ORDERLY
ANNEXATION LIMIT

NORTH LINE CITY OF ROGERS

WEST LINE OF
SECTION 15

WEST LINE OF
REMUS INDUSTRIAL PARK

CITY LIMITS

WEST LINE
SECTION 22

MIN DOT ROW
205 B,C,D,E

WEST LINE E 1/2. SE 1/4

NORTH LINE CITY OF ROGERS

SOUTHWEST CORNER
E 1/2. SE 1/4. SECTION 11

NORTH LINE OF
CITY OF ROGERS

WESTERLY ROW
MAIN STREET
(T.H. 101)

N ROW OF 137TH AVENUE N

P.O.B.

NORTHEAST CORNER
SECTION 13. T120. R23

EAST LINE SECTION 13

EAST LINE SECTION 24

SOUTH LINE NE 1/4.
SECTION 24

WEST LINE
SE 1/4. SECTION 24

SOUTHWEST CORNER
SE 1/4

SOUTH LINE SE 1/4

NORTHEAST CORNER
NE 1/4. SECTION 25

SOUTH LINE NE 1/4

NORTHEAST CORNER
SW 1/4. SECTION 25

EAST LINE N 1/2
SW 1/4 SEC 25

CL TERRITORIAL ROAD
(CO. RD. 116)

CL CASH 116

SOUTH LINE N 1/2
SW 1/4 SW 1/4

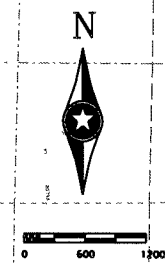
CL TERRITORIAL ROAD
(CO. RD. 159)

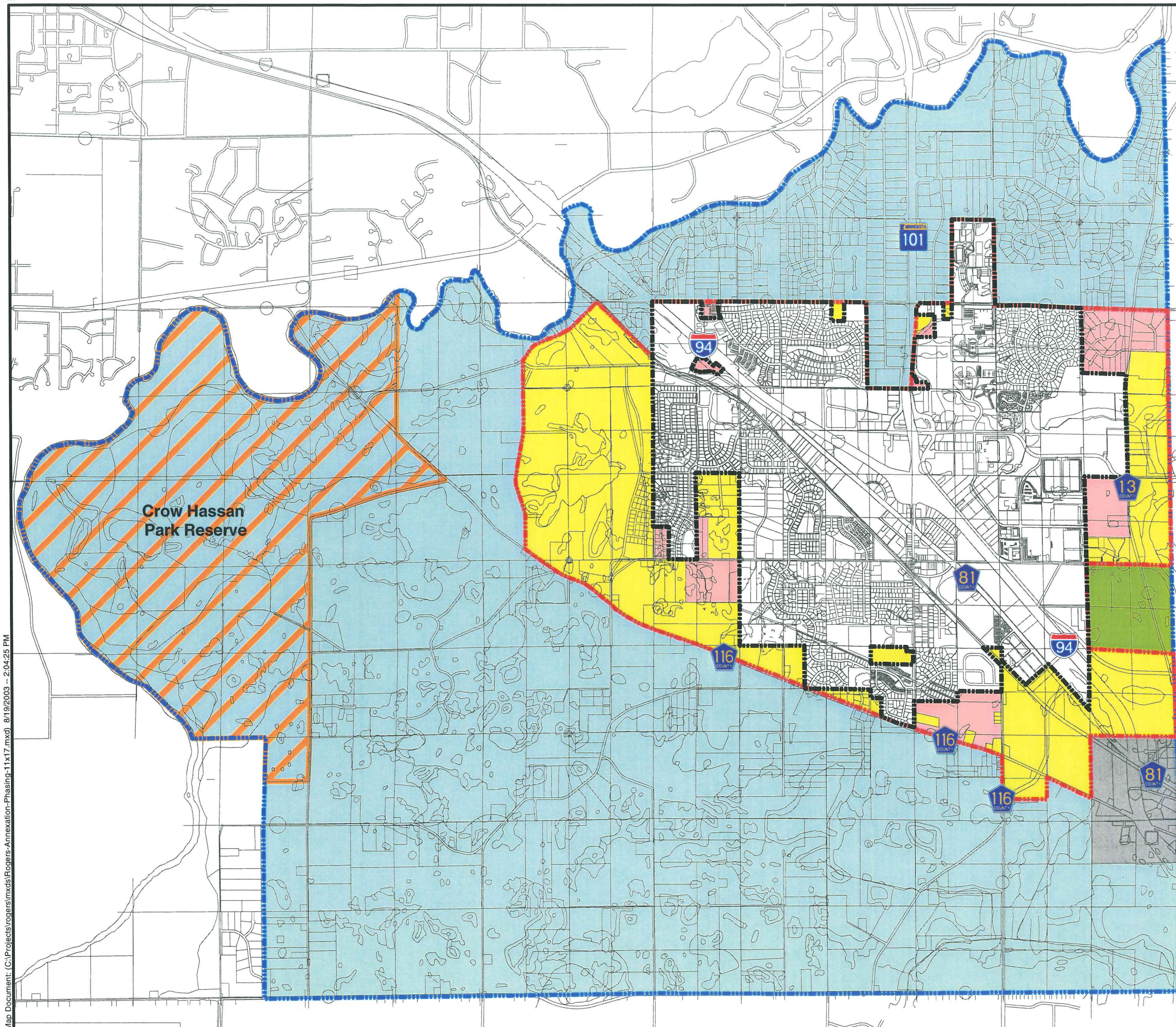
SOUTHEAST CORNER
N 1/2 SW 1/4 SW 1/4
SECTION 25

SOUTHEAST CORNER
NE 1/4

2003 ORDERLY
ANNEXATION

2004 - 2010 ORDERLY
ANNEXATION LIMIT

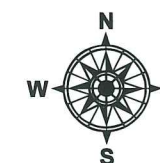




REC'D BY
MMB DEC 15 2003
*see revisions
map attached*

- 1 (2003) - 317 acres
- 2 (2004-2010) - 1593 acres
- 3 Remaining Township (2010-2030) - 11,666 acres
- Henry Woods - 157 acres (Acreage included in Area 3)
- Brockton Interchange Study Area - 237 acres (Acreage included in Area 3)
- Township Boundary
- Proposed City Limits (2010)
- Existing City Limits
- Parcels

0 3,000 6,000 Feet



Annexation Phasing
Exhibit 4

City of Rogers

Updated: August 19, 2003