

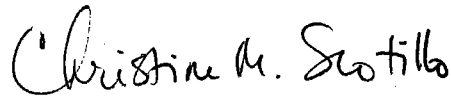
IT IS HEREBY ORDERED: That the following described property is hereby annexed in accordance with the terms of the joint resolution to the City of Monticello, Minnesota, the same

as if it had originally been made a part thereof:

All that part of the West Half of the Northwest Quarter of Section 15, Township 121 North, Range 25 West, which lies South of the center line of the road which runs in a Northeasterly-Southwesterly direction through said West Half of the Northwest Quarter.

Dated this 9th day of June, 2005.

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

A handwritten signature in black ink that reads "Christine M. Scotillo". The signature is written in a cursive style with a large, looped initial 'C'.

Christine M. Scotillo
Executive Director
Municipal Boundary Adjustments

MEMORANDUM

In ordering the annexation contained in Docket No. OA-1061-7, the Chief Administrative Law Judge finds and makes the following comment:

Paragraph/item 6 and a portion of 7 of the agreement provides for a division of tax revenue from an annexed area, based upon a one time cash payment. By making this order, no determination is made as to the effectiveness of such a schedule. Minnesota Statutes Section 414.036 allows for a reimbursement to the township of property taxes of substantially equal payments over a period of not less than two nor more than six years. Including such a provision in an order under Minnesota Statutes Section 414.0325 is discretionary with the Chief Administrative Law Judge.

Paragraph 15 states the agreement shall remain in full force and effect until certain events occur. End dates or ending mechanisms are problematic in that they appear to run afoul of the act of conferring jurisdiction to the Chief Administrative Law Judge. Once jurisdiction is conferred, it cannot be taken away by written consent of the parties. Jurisdiction ends when all the designated area is annexed. The issue whether jurisdiction could be "given back" by the Chief Administrative Law Judge upon written request of the parties to the agreement to mutually end their agreement has not been addressed.

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

CWS