

REC'D BY  
M M B MAR 25 2008

**JOINT RESOLUTION/ORDERLY ANNEXATION AGREEMENT  
BETWEEN EMPIRE TOWNSHIP AND THE CITY OF FARMINGTON**

THIS ORDERLY ANNEXATION AGREEMENT is entered into this 19<sup>th</sup> of March, 2008 by and between the CITY OF FARMINGTON, MINNESOTA (hereinafter referred to as the "City") and EMPIRE TOWNSHIP (hereinafter referred to as the "Township").

**WHEREAS**, Minnesota Statutes 414.0325 authorizes townships and municipalities to provide for the orderly annexation of unincorporated areas, and;

**WHEREAS**, the purposes served by a joint resolution for orderly annexation include:

- Promote the public health, safety, and welfare of each community
- Eliminate boundary disputes
- Encourage inter-community cooperation
- Explore joint community service provisions
- Enhance long-range planning certainty
- Promote long-range fiscal management
- Enhance community relationships
- Eliminate land speculation and development uncertainty

the City and Township agree that there is a public need for the coordinated, efficient and cost-effective extension of sewer and water services to promote economic growth and development, and provide for the efficient delivery of desired or required public services; and

**WHEREAS**, the property depicted in attached Exhibit "A" (hereinafter referred to as the "Annexation Area") and legally described in Exhibit B are about to become urban or suburban in nature and the City is capable of providing sewer, water, and other public services within a reasonable time; and

**WHEREAS**, the extension of sewer, water, and other public services can only be provided in prioritized phases if the process and timing of service requirements are clearly identified and jointly agreed upon in advance of the City's capital planning, commitment, and expenditure; and

**WHEREAS**, the establishment of a process of orderly annexation of said lands may be of benefit to the residents and owners of said lands, and permit the City to extend municipal services in a planned and efficient manner; and

**WHEREAS**, the City and Township desire to accomplish the orderly annexation of the Annexation Area and the extension of municipal services in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Unit [MBAU] of the Office of Administrative Hearings, or its successor, and with the purpose of avoiding annexation disputes, enter into this joint resolution for orderly annexation pursuant to Minnesota Statutes 414.0325, subd. 1;

**NOW, THEREFORE, BE IT RESOLVED** by the City of Farmington and Empire Township that the two parties enter into this Joint Resolution Orderly Annexation Agreement (hereinafter referred to as "Agreement") and agree to the following terms:

**Acreage and Location**

1. The attached map entitled "Exhibit A - Annexation Area" shall be the framework for annexation of property from the Township to the City, and contemplates that other Township areas will not be annexed by the City, and defines and illustrates a proposed permanent boundary between Empire and Farmington. The map constitutes the Annexation Area, and denotes areas from which annexation may occur under this agreement. The legal descriptions for the orderly annexation area are attached as Exhibit B.

2. The lands included within the Annexation Area are designated for future urban development within the City. The Township shall oppose any efforts to include any of the lands within the Annexation Area into any governmental jurisdiction other than the City. The City will honor the boundary and accept no other annexation or boundary adjustment request or petition.

**Annexation Area**

3. The City shall have the right to annex land within the Annexation Area by Resolution adopted by the City Council upon notice to the Township. No further consent or agreement of the Township is required, provided that the property to be annexed by the Resolution is:

Contiguous to the corporate limits of the City;

Designated or proposed to be designated within the Metropolitan Urban Service Area,  
and;

the subject of a petition from the property owner to the City or currently surrounded or to be surrounded by the City as a result of a petition from a neighboring property owner.

4. The Township will not file any objection with the MBAU concerning the City's annexation of any land within the Annexation Area described above, so long as the annexation complies with the terms and conditions of the Agreement.

**Comprehensive Plan and Zoning and Subdivision Regulations:**

5. The City will revise its Comprehensive Plan to address properties located within the Annexation Area.

6. Pursuant to MN Statute 414.0325, MN Statute 471.59, and Chapter 462 of the Minnesota Statutes, the parties agree that the City shall have the authority to exercise planning, land use, zoning and subdivision authority within the Annexation Area.

**Incorporation of Township**

7. The City will support by resolution the future incorporation by Empire as a city and shall take no actions opposing such incorporation. Such incorporation will be consistent with the permanent boundary.

**Annexation Process**

8. Annexations within the Annexation Area shall occur only if the owners of the properties located within the Annexation Area petition for annexation, or if as a result of past or proposed annexations an area is surrounded by the City boundary.

9. If the City intends to annex a parcel of property within the Annexation Area, the City shall, within 14 days of receipt of a petition to annex property within the Annexation Area, submit to the Township the following:

- (A) The legal description and a map of the property proposed to be annexed;
- (B) A description of the proposed use of said property, if known by the City, and with the express understanding that the City reserves the right to accept or reject any such proposed use;

Upon receipt of submittals set forth above, the Township will be provided 30 days to comment on the proposed annexation.

10. During the term of this Agreement, petitions for the annexation of areas located outside of the Annexation Area shall not be accepted, processed or approved by the City without the express written consent of the Empire Township Board of Supervisors.

**Tax Revenues**

11. Until a parcel of property within the Annexation Area is annexed, property tax revenues generated by the property, and any assessments levied against the properties within the Annexation Area shall be paid solely to the Township. Property taxes shall be payable in the year of annexation and the following year as specified in Minn. Stat. Sec 414.035, subd. 12, as set forth below:

Subd. 12. **Property taxes.** When a municipality annexes land under subdivision 2, clause (2), (3), or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

In the first year following the year when the municipality could first levy on the annexed area under this subdivision, and thereafter, property taxes on the annexed land shall be paid to the municipality. In the first year following the year the municipality could first levy on the annexed area, the municipality shall make a cash payment to the affected town in an amount equal to 90

percent of the property taxes distributed to the town in regards to the annexed area in the last year the property taxes from the annexed area were payable to the town; in the second year, an amount equal to 70 percent; in the third year, an amount equal to 50 percent; in the fourth year, an amount equal to 30 percent; and in the fifth year, an amount equal to 10 percent.

12. Any special assessments levied by the Township against the property shall continue to be paid to the Township in accordance with the Township Resolution levying the assessment. There shall be no differential taxation or sharing of tax revenues for annexed parcels except as specified in this section.

### **Joint Pursuits**

13. The City and Township agree to support and engage in the following:

- Discussions with area school districts regarding review and possible boundary adjustments that are more reflective of community boundaries or natural boundaries
- Establishment of Biscayne Avenue through each community as a County minor arterial highway
- Reservation/preservation of a minimum of 75 feet of right-of-way from centerline of Biscayne Avenue in any development approvals in each community
- Discussions on joint municipal service provisions that may be mutually beneficial

### **Dispute Resolution and Amendment**

14. Disputes concerning this agreement shall be resolved as follows:

(A) **NEGOTIATION.** When a disagreement over interpretation of any provision of this agreement occurs, the City and Township must meet at least once, at a mutually convenient time and place, to attempt to resolve the dispute through negotiation.

(B) **MEDIATION.** If the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provision of this agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.

**ADJUDICATION.** When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provisions of this agreement, or are unable to agree to submit their respective grievances to non-binding mediation, then either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this agreement, the non-violating, non-defaulting, non-breaching party may bring an action for specific performance to compel the performance of this agreement in accordance with its terms. If a court action is required, the court may reimburse the prevailing party for its reasonable attorney's fees and costs.

**General Terms and Provisions**

15. This agreement may not be modified, amended or altered except upon the written joint resolution of the City and Township, duly executed and adopted by the City Council and Township Board of Supervisors, and filed with the MBAU.

Either party to this agreement may request an amendment. Requests for amendments will first be considered by each jurisdiction's Planning Commission. Their recommendations shall be forwarded to the Township Board and the City Council.

The City and Township agree to meet jointly on an annual basis to consider and discuss (a) possible modifications to this orderly Annexation Agreement, and; (b) joint pursuits identified above in paragraph 12, and; (c) other matters of mutual interest or concern.

16. The terms, covenants, conditions and provisions of this agreement, including the present and all future attachments, shall constitute the entire agreement between the parties, superseding all prior agreements and negotiations regarding the Annexation Area (with the exception of any jointly approved roadway maintenance agreements between the City and the Township). There are no understandings, agreements or assumptions other than the written terms of this agreement.

17. This agreement shall be binding upon and benefit the respective successors and assigns of the City and Township. Specifically, this agreement is binding upon the governmental entity that survives or is created by any action on the part of the Township to merge, consolidate, detach, annex, reorganize or incorporate.

18. This agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota. In the event any provision of this agreement is determined or adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.

19. Upon the filing of this Agreement and resolution with the MBAU, the parties will not request any alteration of the boundaries of the land constituting the Annexation Area, or any change in the annexation of land not provided for in this agreement. The MBAU may review and comment on the annexation resolution, but may not otherwise consider the resolution or alter the Annexation Area boundaries. Within thirty (30) days of receipt of an annexation resolution adopted by the City, which complies with this Agreement, the MBAU must order the annexation of the area described in the annexation resolution in accordance with the terms and conditions of this agreement.

**Termination of Orderly Annexation Agreement**

20. This agreement shall terminate on: a) December 31, 2032, or b) the date upon which all permitted annexation of land in the Annexation Area has been completed and the remainder of Empire Township has been incorporated, whichever occurs sooner, or by mutual consent of the parties via written resolution approved by the City Council and Township Board.

**Binding Agreement, Director's Review**

21. No alteration of the areas set forth herein for orderly annexation, or their boundaries is appropriate. The director may review and comment, but shall not alter the boundaries.
22. This Orderly Annexation Agreement designates certain areas as eligible for orderly annexation, and provides the conditions for the annexation of those areas. The parties agree that no consideration by the director is necessary, and that therefore the director may review, and comment, but shall, within thirty (30) days of the submission of a petition for annexation in conformity with this Agreement, order annexation consistent with the terms of this Orderly Annexation Agreement, and Resolutions submitted pursuant thereto.
23. This Agreement is a binding contract, and provides the exclusive procedures by which any unincorporated property within the Township may be annexed to the City. The City shall not annex property within the Annexation Area by any other procedure. For all property within the Township but located outside of the Annexation Area, the City shall not seek to annex such property, nor support any petition or proposal for the annexation of such property, nor annex such property without a written resolution approving such annexation duly passed by the Township Board.

**Immediate Annexation of Portion of Trunk Highway 3**

24. In order to facilitate the improvements of Trunk Highway 3 to the mutual benefit of the City and Township consistent with this Orderly Annexation Agreement, the City and Township hereby confer jurisdiction to the Office and request the order approving this Orderly Annexation Agreement provide for the immediate annexation to the City of that portion of Trunk Highway 3, shown and described in the attached map and legal description attached hereto as Exhibits C and D. The Office may review and comment, but no further consideration by the Office is necessary and the Office shall immediately order the annexation of this portion of Highway 3, without any revisions, and without further action of the City or Township within 30 days of filing of this Agreement.

**ADOPTED BY THE EMPIRE TOWNSHIP BOARD OF SUPERVISORS ON THE 19<sup>th</sup> DAY OF March, 2008.**

By: Terry Holmes-Edward By: Kathleen B. Krippner  
 Vice Board Chair Gerten Town Clerk-Treasurer

**ADOPTED BY THE FARMINGTON CITY COUNCIL ON THE 19<sup>th</sup> DAY OF March, 2008.**

By: Kevan A. Soderberg By: Peter J. Herlofsky  
 Mayor City Administrator

EXHIBIT BPIN# 12-02900-010-56

The Six Hundred Ninety Nine and Six Tenths (E 699.6) feet of the North One Hundred Ninety (N 190) feet of the West One Thousand Eight Hundred Twenty Eight and Three Tenths (W 1828.3) feet of the South Sixty Six (S 66) feet of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty Nine (29), Township One Hundred Fourteen (114), Range Nineteen (19), West of the Fifth Principal Meridian, containing approximately three (3) acres, according to the Government Survey thereof.

PIN# 12-03000-010-76

The South 30.00 feet of the East 275.00 feet of the West 384.00 feet of the Northwest one-quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Thirty (30), Township One Hundred Fourteen (114), Range Nineteen (19), Dakota County, Minnesota.

PIN# 12-21100-080-00

Lot Eight (8) Dooley Add., EXCEPT that part described as follows: Commencing at the most northerly corner of Lot 8 thence southwesterly along the most northerly line of said Lot 8 a distance of 35 feet; thence southeasterly along a line parallel with and 35 feet distant from the most easterly line of said Lot 8 a distance of 170 feet, more or less, to the most southerly line of said Lot 8; thence northeasterly along the most southerly line of said Lot 8 a distance of 35 feet to the most easterly corner of said Lot 8; and thence northwesterly along the most easterly line of said Lot 8 to the point of beginning; all according to the plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State.

PIN# 12-03200-012-01

The North 416 feet of the West 732.98 feet, of the NE  $\frac{1}{4}$  of section 32, Township 114, Range 19

PIN# 12-02900-030-28

That part of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 29, Township 114, Range 19, Dakota County, Minnesota, described as follows:

Commencing at the North  $\frac{1}{4}$  corner of Section 29, thence on an assumed bearing of due South along the North  $\frac{1}{4}$  line of said Section 29 a distance of 2,167.83 feet to the point of beginning thence continuing South a distance of 95.00 feet; thence North 89 degrees 47 minutes West a distance of 200.00 feet; thence North and parallel with said North  $\frac{1}{4}$  line a distance of 95.00 feet; thence South 89 degrees 47 minutes East a distance of 200.00

feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

PIN# 12-02900-040-28

All that part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township One Hundred Fourteen (114), Range Nineteen (19), described as follows: Commencing at the intersection of the East line of the NW  $\frac{1}{4}$  of said Section 29 and the centerline of State Aid Road Number 6 as now laid out and constructed; thence South to a point on the East line of said NW  $\frac{1}{4}$  which point is distant 475 feet north of the Southeast corner thereof; thence West parallel with the South line of said NW  $\frac{1}{4}$  a distance of 200 feet; thence North parallel with the East line of said NW  $\frac{1}{4}$  to the intersection with the centerline of State Aid Road Number 6; thence in a Northeasterly direction along said centerline to the point of commencement; SUBJECT to an easement for utility purposes over the West 5 feet thereof; also SUBJECT to the rights of the public for road purposes over the East 33 feet thereof and the Northwesterly 50 feet thereof, according to the Government Survey thereof.

PIN# 12-02900-050-28

That part of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 29, Township 114, Range 19, Dakota County, Minnesota described as follows:

Commencing at the North quarter corner of Section 29; thence on an assumed bearing of due South along the North quarter line of said Section 29 a distance of 2262.83 feet; thence North 89 degrees 47 minutes West and parallel with the West quarter line of said Section 29 a distance of 200.00 feet to the point of beginning; thence South 54 degrees 30 minutes West a distance of 115.00 feet; thence North 18 degrees 22 minutes West a distance of 247.42 feet, more or less, to the centerline of County State Aid Highway No. 6 as it now exists; thence Northeast along said centerline a distance of 193.5 feet, more or less, to a point on said centerline which lies due North 257.30 feet, more or less, from the point of beginning; thence due South 257.30 feet, more or less, to the point of beginning.

PIN# 12-02900-060-28

The following described tracts, pieces of parcels of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit:

That part of the South one half (S  $\frac{1}{2}$ ) of Northwest quarter (NW  $\frac{1}{4}$ ) of Section Twenty nine (29), Township One hundred fourteen (114), Range Nineteen (19) Dakota County, Minnesota, described as follows:

Commencing at the N  $\frac{1}{4}$  corner of Section 29; thence on an assumed bearing of due south along the north-south  $\frac{1}{4}$  line of said Section 29 a distance of 2262.83 feet; thence North 89 degrees 47 minutes West and parallel with the east-west  $\frac{1}{4}$  line of Section 29, a distance of 200.00 feet; thence South 54 degrees 30 minutes West a distance of 346.00



feet; thence South 37 degrees 30 minutes West a distance of 19.00 feet to the point of beginning; thence continuing South 37 degrees 30 minutes West a distance of 159.40 feet; thence North 47 degrees 47 minutes West a distance of 330.54 feet more or less to the centerline of CR #66 as it now exists; thence in a north-easterly direction along said centerline a distance of 144.28 feet more or less to a point on said centerline which bears North 51 degrees 30 minutes West from the point of beginning; thence South 51 degrees 30 minutes East a distance of 285.45 feet more or less to the point of beginning. Said tract contains 1.0 acres, more or less, and is subject to existing road easements.

According to the Government Survey thereof.

PIN# 12-02900-011-28

That part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 29, Township 114, Range 19, described as follows:

Commencing at the Northeast corner of said Northwest Quarter (NW  $\frac{1}{4}$ ); thence South along the East line of said Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) a distance of 2262.83 feet; thence North 89 degrees 47 minutes West a distance of 200 feet to the point of beginning; thence South 54 degrees 30 minutes West a distance of 346 feet; thence South 37 degrees 30 minutes West a distance of 19 feet; thence South 37 degrees 30 minutes West a distance of 159.40 feet; thence South 47 degrees 47 minutes East to a point on the South line of said Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ), said point being 550.10 feet from the Southeast corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest corner; thence easterly along said South line to the Southeast corner of said Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ); thence northerly along the East line of said Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) a distance of 260 feet; thence North 89 degrees 47 minutes West a distance of 200 feet; thence northerly on a line parallel with said East line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) to the point of beginning and there terminating.

PIN# 12-02900-013-57

The East 699.6 feet of the West 1828.3 feet of the South 475 feet of that part of the South half of the Southwest quarter (S  $\frac{1}{2}$  of SW  $\frac{1}{4}$ ) lying Northerly of the right of way line of the Chicago, Milwaukee and St. Paul Railroad, in Section Twenty Nine (29), Township One hundred fourteen (114) North, Range Nineteen (19) West, Dakota County, Minnesota,

EXCEPT:

The Southeasterly 100 feet (running parallel to and as measured perpendicular to the Northerly right of way of the Chicago, Milwaukee and Saint Paul Railroad) of the East 400 feet of the West 1828.3 feet of that part of the South Half of the Southwest Quarter lying Northerly of the right of way line of the Chicago, Milwaukee and Saint Paul

Railroad in Section 29, Township 114, Range 19, Dakota County, Minnesota, according to the United States Government Survey thereof.

PIN# 12-02900-100-56

Part of the Southwest quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township One Hundred Fourteen North (114 N), Range Nineteen West (19 W), Dakota County, Minnesota described as follows: Beginning at the intersection of the West line of the said Southwest quarter with the North line of the South 356 feet of said Southwest quarter; thence North along the West line of the said Southwest quarter 154 feet; thence East parallel with the South line of the said Southwest quarter, 353 feet; thence South, parallel with the West line of the said Southwest quarter, 35 feet, thence East, parallel with the South line of the said Southwest quarter, 27 feet; thence South, parallel with the West line of the said Southwest quarter, 119 feet, more or less, to the North line of the South 356 feet of said Southwest quarter; thence West, along said North line of the South 356 feet, a distance of 380 feet to the point of beginning.

Subject to that certain easement acquired by the State of Minnesota for Trunk Highway purposes over and across said premises, which easement is more particularly set forth in that certain Final Certificate recorded in the office of the Register of Deeds of Dakota County, Minnesota, on March 16, 1953, in Book 61 of Miscellaneous Records page 520, in which said premises are designated as Parcel 23, S.P. 1921-16 (218-1) 901.

PIN# 12-02900-110-56

The West 380 feet of the North 140 feet of the South 356 feet of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One hundred fourteen (114), Range Nineteen (19).

Subject to that certain easement acquired by the State of Minnesota for Trunk Highway purposes over and across said premises, which easements is more particularly set forth in that certain Final Certificate recorded in the office of the Register of Deeds of Dakota County, Minnesota, on March 16, 1953 in Book 61 of Miscellaneous Records, page 520 in which said premises are designed as Parcel 23, S.P. 1921-16 (218-1) 901.

PIN# 12-02900-010-76

That part of the West 331.0 feet of the North one-half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 29, Township 114, Range 19, lying North of the South 658.5 feet thereof.

PIN# 12-02900020-28

That part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty Nine (29) Township One Hundred Fourteen (114), Range Nineteen (19) described as follows: Beginning at the Southeast corner of the Northwest Quarter (NW  $\frac{1}{4}$ ) running thence North along the East line of said Northwest Quarter (NW  $\frac{1}{4}$ ) a

distance of 260 feet to the actual point of beginning of the property to be described, thence continuing North along said East line a distance of 120 feet to a point which is 2262.83 feet south of the North Quarter corner of said section, thence North  $89^{\circ} 47'$  West a distance of 200 feet, thence South a distance of 120 feet to a point which is 260 feet North of the South line of said Northwest Quarter (NW  $\frac{1}{4}$ ) thence East a distance of 200 feet to the actual point of beginning according to the Government survey thereof; and subject to existing Public road easement along the east line.

PIN# 12-03200-010-78

That part of the East half of the Southeast quarter (E  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) of Section Thirty-two (32), Township One Hundred Fourteen (114), Range Nineteen (19), described as follows: Commencing at the Southwest corner of said East half of Southeast quarter (E  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) of Section Thirty-two (32); thence East along the South line of said Section a distance of 236 feet to the actual point of beginning of the tract to be described; thence Northerly at right angles to aforesaid South line a distance of 369 feet; thence Easterly parallel with the South line of said Section 32, a distance of 320 feet; thence Southerly at right angles to aforesaid line, a distance of 369 feet to the South line of said Section 32; thence Westerly along said South line a distance of 320 feet to the actual point of beginning. Excepting that part taken for State Highway No. 50.

PIN# 12-02900-012-75

The South 658.5 feet of the West 331 feet of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 29, Township 114, Range 19, according to the United States Government Survey thereof, Dakota County, Minnesota.

PIN# 12-02900-012-28

That part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One Hundred Fourteen (114), Range Nineteen (19), described as follows: Commencing at the North One Quarter (N  $\frac{1}{4}$ ) corner of Section Twenty Nine (29); thence on an assumed bearing of due south along the north-south one quarter line of said Section Twenty-Nine (29), a distance of 2262.83 feet, thence North  $89^{\circ} 47'$  West and parallel with the east-west one-quarter line of Section Twenty Nine (29), a distance of 200.00 feet; thence South  $54^{\circ} 30'$  West a distance of 115 feet to the point of beginning; thence continuing South  $54^{\circ} 30'$  West a distance of 231.00 feet; thence South  $37^{\circ} 30'$  West 19.00 feet; thence North  $51^{\circ} 30'$  West, a distance of 285.45 feet, more or less, to the centerline of Dakota County Road No. 66 (C.R. #66) as it now exists; thence northeasterly along said centerline a distance of 402.00 feet more or less, to a point on said centerline which bears North  $18^{\circ} 22'$  West from the point of beginning; thence South  $18^{\circ} 22'$  East a distance of 247.42 feet more or less to the point of beginning according to the Government Survey thereof.

PIN# 12-21100-052-00

Lots Four (4) and Five (5) of Dooley Add., EXCEPT those parts of Lots 4 and 5 lying easterly of a straight line drawn from a point on the north line of said Lot 4 distant 28 feet west of the northeast corner of said Lot 4 to the southeast corner of said Lot 5, all in Dooley Add., according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Dakota County, Minnesota.

PIN# 12-21100-070-00

Lot Seven (7) of Dooley Add., according to the plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State.

PIN# 12-21100-091-00

Lot Nine (9) and that part of Lot Eight (8) of Dooley Add., described as follows: Commencing at the most northerly corner of Lot 8 thence southwesterly along the most northerly line of said Lot 8 a distance of 35 feet; thence southeasterly along a line parallel with and 35 feet distant from the most easterly line of said Lot 8 a distance of 170 feet, more or less, to the most southerly line of said Lot 8; thence northeasterly along the most southerly line of said Lot 8 a distance of 35 feet to the most easterly corner of said Lot 8; and thence northwesterly along the most easterly line of said Lot 8 to the point beginning; all according to the plat thereof on file and of record in the office of the Registrar of Titles in and for said County and State.

PIN# 12-02900-011-75

The North One-half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 29, Township 114 North, Range 19 West, excepting the West 331.0 feet thereof;

PIN# 12-02900-010-52

Part of the South  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  commencing 1108 feet East and 605 feet North of Southwest corner North 640 feet, East 370 feet, South 640 feet, West 370 feet to the Point of Beginning in Section 29, Township 114, Range 19, according to the United States Government Survey thereof, Dakota County, Minnesota.

PIN# 12-20500-010-01

Lot 1, Block 1, Church of St. Michael Cemetery

PIN# 12-02900-013-54

That part of the Southeast Quarter of the Southwest Quarter (SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) commencing at a point 665 feet north and 1828.3 feet east of the southwest corner of Section Twenty-nine (29), Township One Hundred Fourteen (114), Range Nineteen (19);

thence south and parallel with the Section line 554 feet to the northerly line of the Chicago, Milwaukee & St. Paul Railway right of way as now located; thence easterly along said right of way to the east line of said quarter; thence North 984.28 feet; thence west on quarter line 416.24 feet; thence south 649.90 feet; thence west 376.44 feet to the place of beginning, containing 13.90 acres more or less; and the South one half of the Southeast Quarter (S  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) of Section Twenty-nine (29), Township One Hundred Fourteen (114), and Range Nineteen (19) West of the Fifth Principal Meridian, excepting that part deed to the Hastings and Dakota Railroad Company by deed dated October 12, 1868, and that part deeded to the Chicago, Milwaukee & St. Paul Railway Company by deed dated August 1, 1910, containing 87.90 acres more or less according to the Government Survey thereof; all in Section Twenty nine (29), Township One Hundred Fourteen (114) North, Range Nineteen (19) West of the Fifth Principal Meridian.

PIN# 12-03200-010-75

The East One Half (E  $\frac{1}{2}$ ) of the Southeast Quarter SE  $\frac{1}{4}$  of Section 32, Township 114, Range 19, Dakota County, Minnesota excluding the East 320 feet of the West 556 feet of the South 369 feet of Section 32, Township 114, Range 19, Dakota County, Minnesota.

PIN# 12-03200-012-76

That part of the Southwest Quarter of the Southeast Quarter described as follows: Commencing at a point on the South line of said Southwest Quarter of the Southeast Quarter distant 356 feet West from the Southeast corner of said Quarter Section; thence Northerly and parallel with the East line of said Quarter Quarter Section a distance of 170 feet; thence westerly and parallel with the South line of said Quarter Quarter Section a distance of 200 feet; thence Southerly and parallel with the first described line a distance of 170 feet to the South line of said Quarter Quarter Section; thence Easterly to the point of beginning.

Lying and being in Section 32, Township 114, Range 19, Dakota County, Minnesota.

PIN# 12-03200-011-76

That part of the Southwest Quarter of the Southeast Quarter of Section Thirty-two (32), Township One Hundred Fourteen (114), Range Nineteen (19), described as follows:

Commencing at the Southeast corner of said Southwest Quarter of Southeast Quarter; thence Northerly along said quarter-quarter line a distance of 650 feet; thence Westerly and parallel to the south line of said quarter-quarter section a distance of 850; thence southerly and parallel to the first described line a distance of 650 feet; thence easterly to the point of beginning except any portion thereof presently owned by second party and further except that portion thereof described as follows: Commencing at a point on the south line of said southwest quarter of southeast quarter distant 356 feet west from the southeast corner of said quarter-quarter section; thence northerly and parallel with the east line of said quarter-quarter section a distance of 170 feet; thence westerly and

parallel with the south line of said quarter-quarter section a distance of 200 feet; thence southerly and parallel with the first described line of this exception a distance of 170 feet to the south line of said quarter-quarter section; thence easterly to the point of beginning, the last described exceptions being to exclude from the parcel conveyed the property containing the residence of first party which residence is excluded from conveyance herein made.

PIN# 12-03200-010-77

The West 170 feet of the East 850 feet of the South 250 feet of the Southwest Quarter of the Southeast Quarter (SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ) of Section Thirty-two (32), Township One Hundred Fourteen (114), Range Nineteen (19), according to the Government Survey thereof.

PIN# 12-03200-011-79

The Northwest Quarter of the Southeast Quarter of Section 32, Township 114, Range 19 excluding the West 350 feet lying in Dakota County, Minnesota.

PIN# 12-03000-012-02

That part of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 114, Range 19 lying West of the railroad also including the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 30, Township 114, Range 19, Dakota County, Minnesota.

PIN# 12-01900-013-75 (Portion thereof)

That part of the Southeast  $\frac{1}{4}$  Quarter of Section 19, Township 114, Range 19 lying west of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company located in Dakota County, Minnesota.

PIN# 12-03000-011-01 (Portion thereof)

That part of the North Half of the Northeast Quarter (N  $\frac{1}{2}$  of NE  $\frac{1}{4}$ ) of Section Thirty (30), Township One Hundred Fourteen (114), Range Nineteen (19) lying west of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

PIN# 12-03000-011-75 (Portion thereof)

That part of the North One-Half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Thirty (30), township One Hundred Fourteen (114), Range Nineteen (19) lying West of the right-of-way of the Chicago, Milwaukee, Saint Paul and Pacific Railway Company excepting therefrom the following:

RECD BY  
MAB

MAR 25 2008

The South 30.00 feet of the East 275.00 feet of the West 384.00 feet of the Northwest one-quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Thirty (30), Township One Hundred Fourteen (114), Range Nineteen (19, Dakota County, Minnesota.

REC'D BY  
MAB

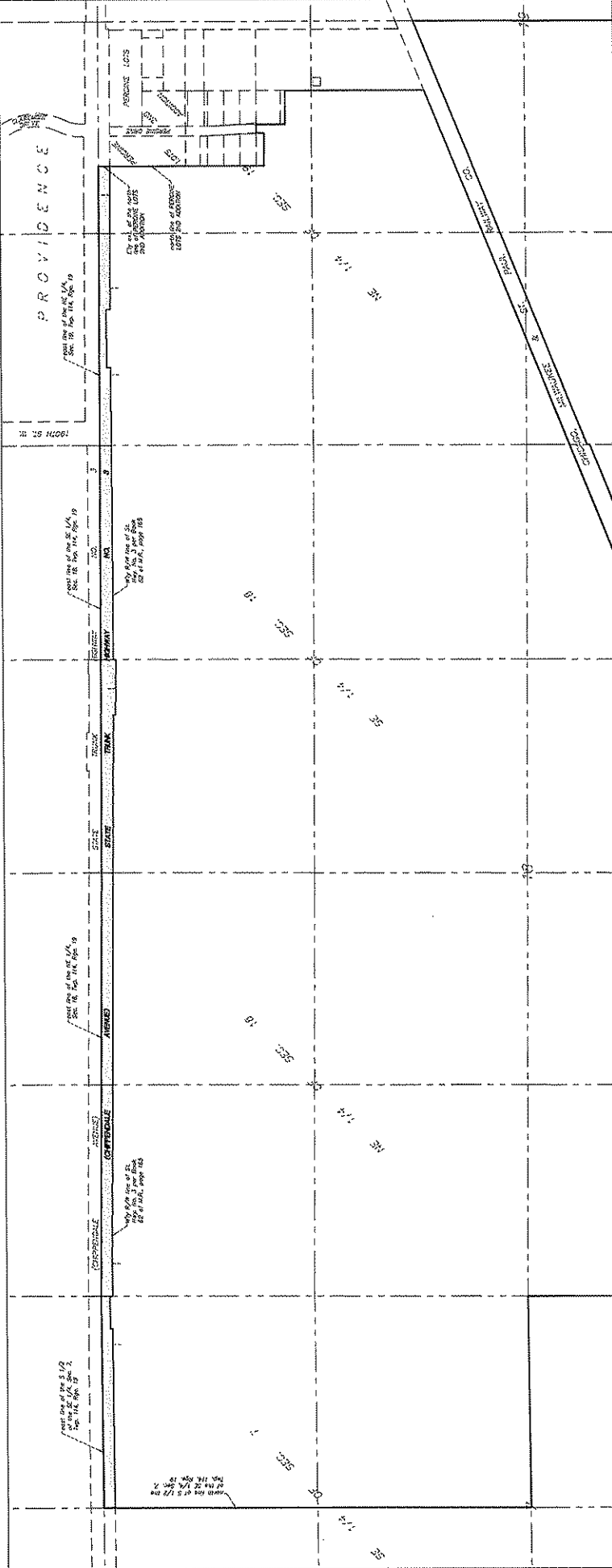
MAR 25 2008

**Empire OAA Acreages**

**Exhibit B1**

<u>Owner</u>	<u>Acreage</u>	<u>PIN #</u>
Ind. Black Dirt & Sod Co.	70.50	120190001375 (portion thereof)
Helen Fischer	40.60	120300001101 (portion thereof)
Iola Harris Family Ltd. Pt.	112.13	120300001202
Kay Cahill	24.80	120300001175 (portion thereof)
Ind. School District 192	0.19	120300001076
<b>SUBTOTAL</b>	<b>248.22</b>	
Clinton and Deborah Gergen	5.00	120290001076
Mary Jo & Stephen Nordvik	5.00	120290001275
Devney Family Ltd. Pt.	70.10	120290001175
Edward Kral	79.28	120290001354
Richard Sayers	7.00	120320001201
<b>SUBTOTAL</b>	<b>166.38</b>	
Bob Henderson	29.51	120320001179
Donald Peterson Family Lt.	77.58	120320001075
Bob Henderson	10.92	120320001176
Bob Henderson	0.98	120320001077
Bob Henderson	0.78	120320001276
Robert & Sonja Anderson	2.71	120320001078
<b>SUBTOTAL</b>	<b>122.48</b>	
Joseph & Julie Kingland	1.03	120290006028
Ferdinand & Rita Cook	2.01	120290001228
James & Karen Record	0.84	120290005028
Richard & Clarice Sydor	0.92	120290004028
Kyle Betzold	0.44	120290003028
Richard & Bonnie Sejba	0.55	120290002028
Peter Elvestad	3.24	120290001128
<b>SUBTOTAL</b>	<b>9.03</b>	
Farmington Plumbing & Heating	1.32	120290010056
William Zarbok	1.22	120290011056
Andrew & Diane Adelman	0.61	122110005200
Karen Juvland	0.26	122110007000
Karen Parker	0.14	122110008000
Roman & Ruth Wendland	0.38	122110009100
<b>SUBTOTAL</b>	<b>3.93</b>	
Curch of St. Michaels - cemetery	10.32	122050001001
Corinthian Lodge	5.25	120290001052
Corinthian Cemetary Assn	3.05	120290001056
Corinthian Cemetary Assn	6.16	120290001357
<b>SUBTOTAL</b>	<b>24.78</b>	
Trunk Highway 3 ROW	13.67	NA
<b>TOTAL ACREAGE IN OAA:</b>	<b>588.49</b>	





**PROPOSED ANNEXATION LEGAL:**

The South One-Half of the Southwest Quarter of Section 2, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3.

**TOGETHER WITH:**

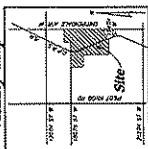
The Northeast Quarter and the Southwest Quarter of Section 18, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3.

**TOGETHER WITH:**

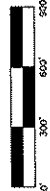
The Northwest Quarter of Section 18, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3.

Total Area = 658,393 sq. ft. or 15.07 acres, more or less.

**Vicinity Map**



**Exhibit C**



Date: 1/11/08 Sheet: 1 of 1

**Westwood Professional Services, Inc.**  
 11715 1/2 Ave. S.  
 Minneapolis, MN 55426  
 Phone: 612-835-8000  
 Fax: 612-835-8070  
 www.westwood.com

**Newland Communities**  
 11000 Ironwood Trail  
 Woodbury, Minnesota 55285

**Fairhill**  
 Excelsior, Minnesota

Annexation  
 Legal Sketch

RECD BY  
 M A B

MAR 25 2008

**EXHIBIT D****PROPOSED ANNEXATION LEGAL:**

The South One-Half of the Southeast Quarter of Section 7, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3.

## TOGETHER WITH:

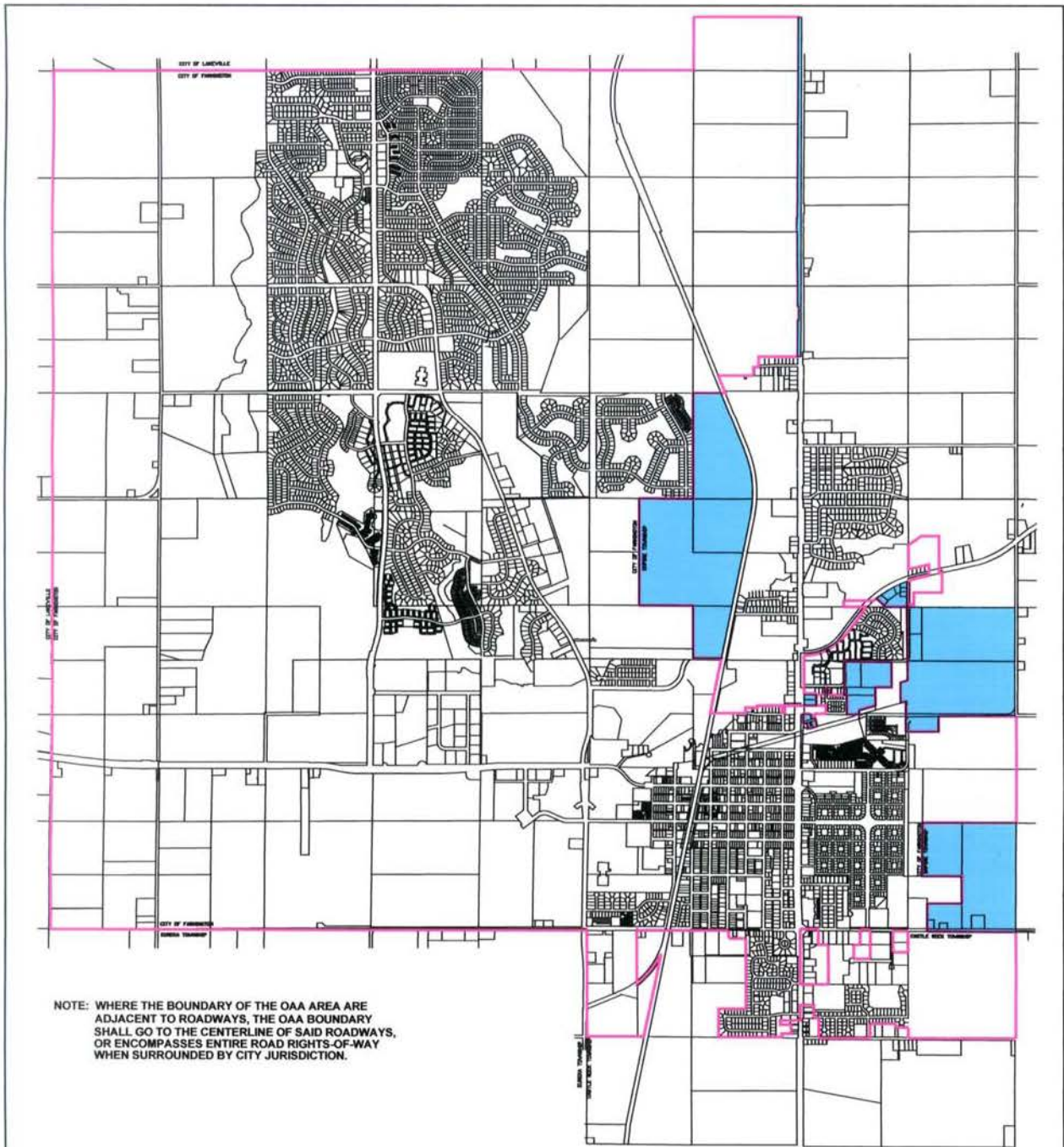
The Northeast Quarter and the Southeast Quarter of Section 18, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3.

## TOGETHER WITH:

The Northeast Quarter of Section 19, Township 114, Range 19, Dakota County, Minnesota, lying easterly of the westerly right-of-way line of Minnesota State Highway Number 3 and northerly of the easterly extension of the north line of PERCINE LOTS 2ND ADDITION.

Total Area = 595,393 sq. ft. or 13.67 acres, more or less.

OA-1387-1



NOTE: WHERE THE BOUNDARY OF THE OAA AREA ARE ADJACENT TO ROADWAYS, THE OAA BOUNDARY SHALL GO TO THE CENTERLINE OF SAID ROADWAYS, OR ENCOMPASSES ENTIRE ROAD RIGHTS-OF-WAY WHEN SURROUNDED BY CITY JURISDICTION.

### Exhibit A - Annexation Area

- Annexation Areas
- City Boundary

MAP CURRENT AS OF 11-19-07

