

DEC 11 2008

LENT TOWNSHIP RESOLUTION NO. 08- 07
CITY OF STACY RESOLUTION NO. 2008-5-3

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF STACY AND LENT
TOWNSHIP DESIGNATING CERTAIN AREAS
AS IN NEED OF ORDERLY ANNEXATION
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

WHEREAS, The City of Stacy ("City") and the Township of Lent ("Township") desire to enter into an agreement for the orderly annexation of certain property, legally described herein, pursuant to Minnesota Statutes, Section § 414.0325; and

WHEREAS, the City and Township agree that the properties legally described herein meet the definition for annexation as contained in applicable Minnesota Statutes; and

WHEREAS, it is in the best interest of the City, the Township and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety, and welfare; and

WHEREAS, the City and the Township are in agreement as to the procedure and process for orderly annexation of said property described herein for the purpose of orderly, planned growth; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution for Orderly Annexation ("Joint Resolution"); and

NOW, THEREFORE, BE IT RESOLVED that the Town Board of Supervisor., of Lent Township and the City Council of the City of Stacy, agree to the following conditions:

1. Designation of Orderly Annexation Area -- City of Stacy and Lent Township. The Township and the City hereby designate the Present Annexation Area depicted on Exhibit A attached hereto and legally described on Exhibit B, attached hereto and incorporated herein by reference, for orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
2. Present Annexation Area Acreage. The Township and City agree that the Present Annexation Area designated for orderly annexation is approximately 40 acres in size.
3. Future Annexations. In consideration of the execution of this agreement, the City and Township agree that for a period of fifteen (15) years from the date hereof the City will not seek annexation by ordinance as defined by Minnesota Statute § 414.033 unless initiated by the property owner, nor will it annex by contested case as defined by Minnesota Statute §414.031. However, The Township agrees that during said time period it will not contest

any owner application for annexation to Stacy provided that the land abuts the municipality.

The City and the Township may agree in writing to additional annexation within this fifteen (15) year time period for purposes of implementing municipal services such as sewer, water or roadways.

4. Permits. The Township and the City agree that any building permits that have been granted by the Township as of the date of this Joint Resolution will be honored by the City. The Township represents that no pending application has been filed for development, subdivision or planned unit development in the Present Annexation Area.
5. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Present Annexation Area are contained in this Joint Resolution, and that no consideration by the Office of Administrative Hearings is necessary. Upon the execution and filing of this Joint Resolution, the Office of Administrative Hearings may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Present Annexation Area in accordance with the terms and conditions contained in this Joint Resolution.
6. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Office of Administrative Hearings Municipal Boundary Adjustments Office and pay the required filing fee. The City and Township hereby confer jurisdiction over this Agreement upon the Office of Administrative Hearings.
7. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.
8. Severability: In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid. The City and Township agree to implement the procedures under Paragraph 11 to correct any such provision that was stricken.
9. Distribution of Taxes and Debt. The City and Township agree that the City shall not reimburse the Township for any taxes as described in Minn. Stat. § 414.036, nor shall the City assume any indebtedness of the Township.
10. Township Assets. The City and Township agree that the City is not receiving any personal property of the Township as part of this Agreement.

11. Resolution of Disputes: If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Township shall implement the below-outlined dispute resolution procedures in the following sequence:
 - A. Negotiation: Representatives of the City and Township will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - B. Mediation: If negotiation is not successful, parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator to resolve the dispute.
 - C. Adjudication: If mediation is not successful the parties may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the Court shall have the authority to award reasonable attorney fees, costs and expenses to a party found to be in violation of the terms of this agreement.
12. Headings and Captions. The Township and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
13. Entire Agreement. The Township and City agree that the terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations .
14. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal description provided in Exhibit B or mapping provided in Exhibit A, in the judgment of the Office of Administrative Hearings or its successor agency, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Office of Administrative Hearings or its successor agency as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

REC'D BY
MAD

DEC 11 2008

Passed, adopted, and approved by the Town Board of Supervisors of Lent Township, Chisago County, Minnesota, this 27 day of May, 2008.

LENT TOWNSHIP

By:

Gene Olson
Gene Olson, Chairperson

ATTEST:

Laura LeVasseur
Laura LeVasseur, Town Clerk

Passed, adopted, and approved by the City Council of the City of Stacy, Chisago County, Minnesota, this 25 day of November, 2008.

CITY OF STACY

By:

John Daher
John Daher, Mayor

ATTEST:

Sharon M. Payne
Sharon Payne, City Clerk/Treasurer

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REC'D BY
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DEC 11 2008

EXHIBIT A

The municipal boundary map referenced in the attached Joint Resolution, showing the current City of Stacy and its relation to the Present Area to be annexed legally described in Exhibit B, is attached hereto.

Exhibit B

Legal Descriptions of Annexed Parcels

1. PID 05.00495.00

Name of Owner: Cindy Johnson

Legal Description:

State of Minnesota, County of Chisago, to-wit:

All that part of the E 1/2 of the SW 1/4 which lies to the West of the right-of-way of the Northern Pacific Railroad, in Section 32, Township 34, Range 21, EXCEPT therefrom that part thereof conveyed to the State of Minnesota by deed dated November 4, 1964, filed December 29, 1964, as Microfilm No. 114577 and describing the two following described tracts.

1. That part of the E 1/2 of the SW 1/4 of Section 32, Township 34 North, Range 21 West, lying Northwesterly of a line run parallel with and distant one foot Northwesterly of the railroad right-of-way;
2. That part of the SE 1/2 of NW 1/4 of Section 32, Township 34 North, Range 21 West, lying West of the railroad right-of-way, which lies within a distance of 100 feet Northeasterly and 164 feet Southwesterly of the following described line.

Beginning at a point on the North line of said Section 32, distant 902.35 feet East of the Northwest corner thereof; thence run Southeasterly at an angle of 75°32'50" with said North section line for 3646.7 feet; thence deflect to the right on a 1°30' curve (delta angle 22°12'55") for 1481 feet; thence on tangent to said curve for 400 feet and there terminating; together with all that part of the first above described tract, which lies Northeasterly of the above described strip and Southwesterly of a line run parallel with and distant 100 feet Northeasterly of the following described line: Beginning at a point on the above described line, distant 1981 feet Northerly of its point of termination; thence run Southeasterly along the above described line for 100 feet; thence continue Southeasterly along the last described course for 1200 feet and there terminating, also together with all that part of the first above described tract, which lies Westerly of the first above described strip and Easterly of a line run parallel with and distant 100 feet Westerly of the following described line: From a point on the first above described line, distant 2046.5 feet Northerly of its point of termination run Southwesterly at right angles with the first above described line for 64 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 90° for 100 feet; thence deflect to the right on a 1°30' curve (delta angle 22°12'55") for 1481 feet; thence on tangent to said curve for 400 feet and there terminating; also together with all that portion of the first above described tract which lies Southeasterly of the first above described strip and Southwesterly of the second above described strip; containing 19.91 acres, more or less in addition to the existing highway, together with all right of access, being the right of ingress to and egress from that portion of the two above described tracts, not acquired herein, to Trunk Highway No. 35.

Subject to easements appearing of record, if any

ALSO EXCEPTING that part of the E 1/2 of the SW 1/4 of Section 32, Township 34, Range 21, Chisago County, Minnesota, lying Westerly of the right-of-way of Interstate 35, according to the United States Government Survey thereof

ALSO EXCEPTING that part of the North 232 feet of the NE 1/4 of the SW 1/4, Section 32, Township 34 North, Range 21 West, Chisago County, Minnesota, lying Easterly of the Easterly right-of-way line of Interstate Highway No. 35, and lying Westerly of the Westerly right-of-way line of the Burlington Northern, Inc. Railroad

2. PID 05.00503.00

Name of Owner: Frank D. Juszczak and Barbara Juszczak

Legal Description:

All that part of the South Half (S 1/2) of Section Thirty-two (32), Township Thirty-four (34) North, Range Twenty-one (21) West, Chisago County, Minnesota, described as follows, to-wit:

Commencing at the point of intersection of the Easterly right-of-way line of the northern Pacific Railway with the North line of said S 1/2 of Sec. 32; thence South 7°44'06" West along said Easterly railway right-of-way line, 2065.21 feet to the point of beginning; thence continuing South 7°44'06" West along said right-of-way line, 295.03 feet; thence East (0°00') parallel with the North line of said S1/2, 846.3 feet to the North-South quarter line of said Sec. 32; thence continuing East (0°00') parallel with said North line 809.2 feet to the Westerly right-of-way line of Trunk Highway No. 61; thence Northerly along said Westerly right-of-way line, 302 feet, more or less, to a point that bears East (0°00') from the point of beginning; thence West (0°00') parallel with the North line of said S1/2 of Sec. 32, 905.0 feet to the North-South quarter line of said Sec. 32, thence continuing West (0°00') parallel with said North line, 785.1 feet to the point of beginning, containing 11.2 acres, more or less, and including any right of title existing in Trunk Highway No. 61. (11.7 acres with T. H. No. 61 right-of-way included).

3. PID 05.00504.00

Name of Owner: Cheryl A. Shanahan

Legal Description:

All that part of the South Half of Section 32, Township 34 North, Range 21 West, Chisago County, Minnesota, described as follows, to-wit:

Commencing at the point of intersection of the Easterly right of way line of the Northern Pacific Railway with the North line of said South Half of Section 32; thence South 7 degrees 44 minutes 06 seconds West along said Easterly railway right of way line, 2360.24 feet to the point of beginning; thence continuing South 7 degrees 44 minutes 06 seconds West along said right of way line, 298.26 feet to the South line of said South Half of Section 32; thence North 89 degrees 48 minutes 06 seconds East along said South line 908.1 feet to the South Quarter Corner of said Section 32; thence South 89 degrees 35 minutes 28 seconds East along said South line 707.5 feet to the Westerly right of way line of Trunk Highway No. 61; thence Northerly along said Westerly right of way line 308 feet, more or less, to a point that bears 0 degrees 00 minutes from the point of beginning; thence West 0 degrees 00 minutes, parallel with the North line of said South Half of Section 32, 809.2 feet to the North-South Quarter line of said Section 32; thence continuing West 0 degrees 00 minutes parallel with said North line 846.3 feet to the point of beginning.

4. PID 05.00507.00

Name of Owner: Donald L. Knight, Jr. and Sandra J. Knight

Legal Description:

That part of the South Half of the Southeast Quarter (S 1/2 of SE 1/4) of Section Thirty-two (32), Township Thirty-four (34) North, Range Twenty-one (21) West, Chisago County, Minnesota, described as follows:

Beginning at the SW corner of SE 1/4 of SE 1/4, thence easterly, along the south line of the SE 1/4 of SE 1/4, a

distance of 33 feet, thence northerly, parallel with the west line of the SE 1/4 of SE 1/4, a distance of 700 feet, thence westerly, parallel with the south line of the S 1/2 of SE 1/4, to the center line of Forest Boulevard (also known as County Road No. 30, formerly known as Trunk Highway No. 61), thence southerly, along said center line, to the south line of the S 1/2 of SE 1/4, thence easterly, along said south line, to the point of beginning.

5. PID 05.00507.20

Name of Owner: Carolyn M. Carr

Legal Description:

The South 500 feet of the East 500 feet of the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4), of Section Thirty-two (32), Township Thirty-four (34) North, Range Twenty-one (21) West, Chisago County, Minnesota.

TOGETHER WITH AN EASEMENT for driveway purposes as shown in Document Number 255115 over the North 33 feet of the lands described below;

The North 620 feet of the West 355 feet of the East 1038 feet of the NE 1/4 of the NE1/4, Section 5, Township 33 North, Range 21 West, Chisago County, Minnesota, except that part described in Document Number 110583.

AND

That part of the North 300 feet of the NE1/4, Section 5, Township 33 North, Range 21 West, Chisago County, Minnesota, lying westerly of the East 1038 feet and easterly of the center line of Forest Boulevard (also known as County State Aid Highway No 30).

AND

That part of the West 584 feet of the East 683 feet of the NE1/4 of the NE1/4, Section 5, Township 33 North, Range 21 West, Chisago County, Minnesota, which lies northerly of the State of Minnesota property described in Document Number 110583.

6. PID 05.00509.00

Name of Owner: U.S. West Communications, Inc. c/o Qwest Corp.

Legal Description:

N 50 FT OF SW 1/4 OF SE 1/4 LYING E OF E'LY R/W LINE OF HY #61
Section: 32 Township: 034 Range: 021

7. PID 05.00512.00

Name of Owner: Scott T. Leibke and Lola J. Leibke

Legal Description:

Part of the North 1/2 of the Southeast 1/4 of Section 32, Township 34, Range 21, described as follows: Beginning at the intersection of the North line of said North 1/2 of the Southeast 1/4 and East line of Trunk Highway No. 61 as now established, across said tract thence East on said quarter section line 653.4 feet thence South 3 degrees 15 minutes east parallel with the East line of said Highway No. 61 for 200 feet; thence West parallel with described first course for 653.4 feet to aforesaid East line of Highway No. 61; thence North along the East line of said Trunk Highway No. 61 a distance of 200 feet to the point of beginning. Records of Chisago County, Minnesota.

8. PID 00513.00

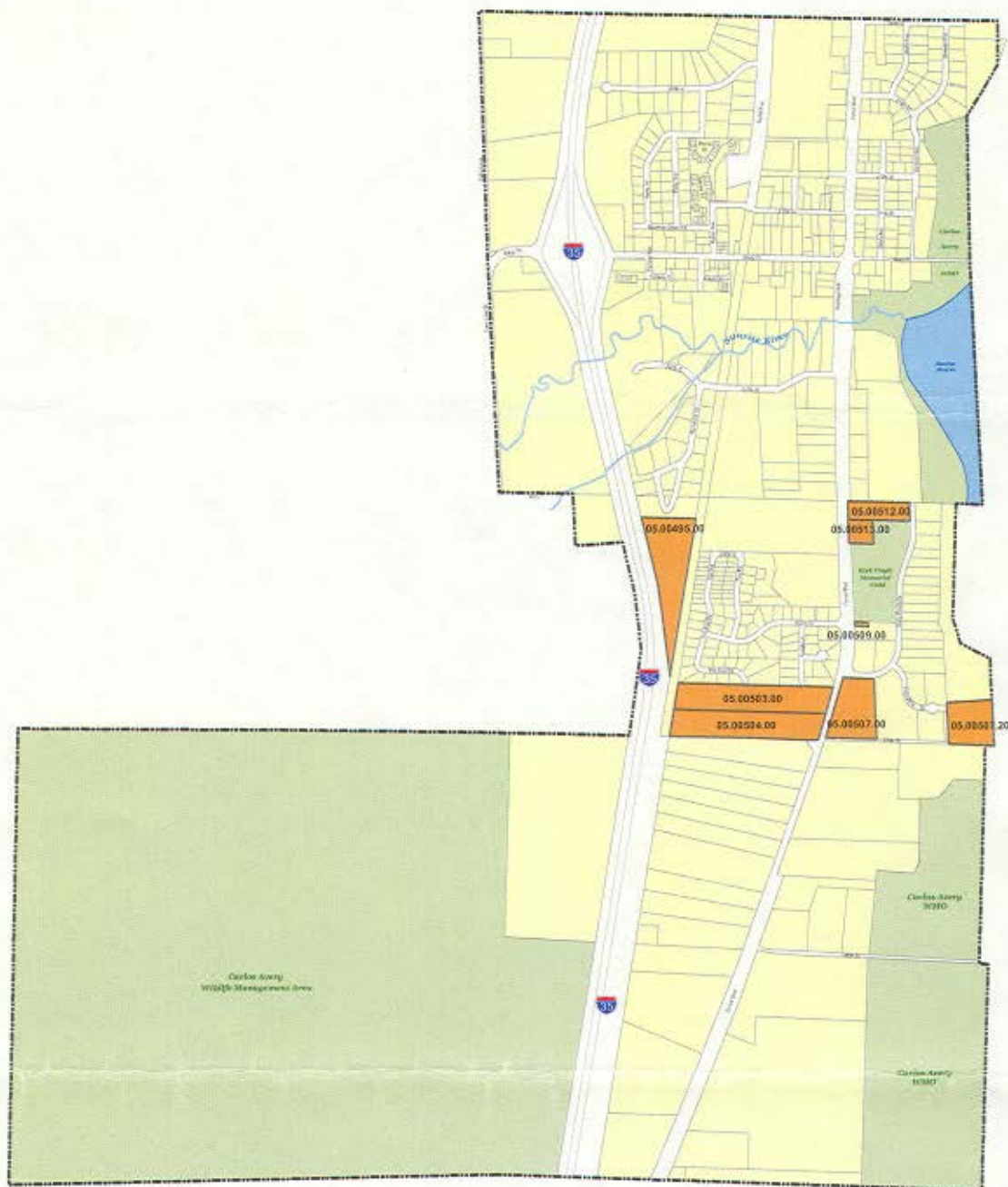
Name of Owner: Michelle M. & James C. Kultala

Legal Description:

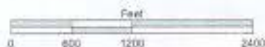
That part of the N 1/2 of the SE 1/4 of Section 32, Township 34, Range 21, described as follows: Commencing at the point of intersection of the east-west quarter line of said Sec. 32 with the E'ly right-of-way line of Trunk Highway #61; thence S'ly along said E'ly highway right-of-way line, a distance of 200 feet to the point of beginning; thence E'ly, parallel with the east-west quarter line of said Sec. 32, a distance of 240 feet; thence S'ly, parallel with the E'ly right-of-way line of Trunk Highway #61, a distance of 258 feet; thence W'ly, parallel with the east-west quarter line of said Sec. 32, a distance of 240 feet to said E'ly right-of-way line of Trunk Highway #61; thence N'ly, along said E'ly right-of-way line, a distance of 258 feet to the point of beginning, containing 1.4 acre, more or less, and including any right of title in the adjacent Trunk Highway #61, to the center line thereof.

REC'D BY
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City of Stacy
**LENT TOWNSHIP
ANNEXATION**
October 2008



- Lent Township Annexation Parcels
- Parcel Base Map
- Waterbody
- Park/WMO
- City Boundary
- River