

CLEARWATER TOWNSHIP RESOLUTION NO. 2021-010

CITY OF CLEARWATER RESOLUTION NO. 2021-49

MUNICIPAL BOUNDARY ADJUSTMENT DOCKET NO. _____

JOINT RESOLUTION FOR ORDERLY ANNEXATION BETWEEN THE TOWN OF CLEARWATER, MINNESOTA AND THE CITY OF CLEARWATER, MINNESOTA

WHEREAS, the City of Clearwater (hereinafter referred to as the "City"), located in both Wright County and Stearns County, Minnesota, and the Township of Clearwater (hereinafter referred to as the "Town" or "Township"), located entirely within Wright County, Minnesota, desire to accommodate growth in the most orderly fashion; and

WHEREAS, the Town Board and City Council have expressed their desire to encourage future development of selected properties near the City so as to avail such development of municipal services as much as is practical; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual terms and conditions that follow, and following a duly published notice of intent to designate the area for annexation as required under law, the City and Town hereby enter into this Joint Resolution for Orderly Annexation (sometimes hereinafter referred to as the "Agreement") and the property herein described is proposed to be annexed by the City and shall be annexed subject to the following terms and conditions:

1. Designation of Orderly Annexation Area.

The Township and the City hereby designate the areas legally described and listed on **Exhibit 1** attached hereto and incorporated herein by reference (hereinafter referred to as the "Orderly Annexation Area") for orderly annexation pursuant to Minnesota Statutes Section 414.0325.

A boundary map showing the Orderly Annexation Area legally described on **Exhibit 1** is attached hereto as **Exhibit 2** and incorporated herein by reference.

The Township and City agree that the Orderly Annexation Area legally described on **Exhibit 1** and designated for orderly annexation pursuant to Minnesota Statutes Section 414.0325 is approximately 1,491 acres and entirely located within Wright County, Minnesota.

2. Office of Administrative Hearings, Municipal Boundary Adjustments.

Upon adoption by the Town Board and the City Council, this Agreement shall confer jurisdiction upon the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments (hereinafter referred to as the "MBA") or its successor pursuant to Minnesota Statutes.

3. No Alterations of Boundaries.

The Township and City mutually agree and state that the MBA may review and comment, but no alterations by the MBA of the stated boundaries of the area designated for orderly annexation is appropriate.

4. Review and Comment by Municipal Boundary Adjustments.

The Township and City mutually agree and state that this Agreement sets forth all the conditions for annexation of the areas designated on **Exhibit 1** and that no consideration by the MBA is necessary. At such time as the conditions for annexation of the areas set forth on **Exhibit 1** or a portion thereof as described in this Agreement have been met, upon receipt of a resolution for annexation from the City of Clearwater (except that no such resolution shall be required for the Immediate Annexation Property), the MBA may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of said resolution.

5. Planning and Land Use Control Authority.

- A. The Township and City mutually agree and state that all land use authority within the Orderly Annexation Area shall remain with Wright County and the Township (if the Township chooses to exercise planning, zoning and subdivision authority pursuant to Minnesota law) while such properties remain in the Township. Notwithstanding the foregoing, the City shall have exclusive planning, zoning and subdivision authority over all properties annexed under the authority of this Agreement.
- B. In the event the Township enacts its own zoning or subdivision ordinance, the Township agrees to notify the City of any requests for conditional use permits, land use changes, subdivision, rezoning or grading and filling within the Orderly Annexation Area and allow the City to review and comment on the same.
- C. Wright County requires all applicants to notify and meet with the Township prior to approving applications for subdivisions and rezoning requests. Pursuant to subsection 7.B.2 of this Agreement, the parties understand the importance that the City also obtain advanced notice of proposed rezoning and subdivision actions affecting land within the Orderly Annexation Area so that it can provide such property owners with notice of intent to annex pursuant to said subsection. To that end, the Township shall notify the City Administrator via email of any properties that the Township becomes aware that such property owners or prospective buyers desire to rezone such lands to a commercial or industrial use, or desire to subdivide such properties. Such notice shall be sent as soon as is reasonably practical after the Township Clerk obtains such

knowledge so the City can consider whether to send notice to the applicant under subsection 7.B.2.

- D. The City shall repeal any resolution that extends its subdivision authority over property located in the Township and shall not extend its subdivision authority over property located in the Township during the term of this Agreement.

6. Taxation Reimbursement.

- A. Tax Reimbursement. To allow the Township to be reimbursed for the permanent loss of taxable property (determined by Wright County's GIS system net of existing roads) from Township tax rolls, the City shall make property tax reimbursement payments ("Taxation Reimbursement") to the Township for property annexed pursuant to this Agreement in accordance with this section. Tax exempt property at time of annexation is not subject to Taxation Reimbursement.

1. "Unimproved land" for purposes of this Agreement shall mean any parcel of property except parcels containing an area of five acres or less which contain a residential structure, and except parcels of property ten acres or less in size which contain a principal commercial or industrial structure. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the City shall pay the Township a per-acre Taxation Reimbursement amount for all unimproved land annexed to the City under this Agreement. Said payment shall occur within 30 days of the MBA's order finalizing the respective annexation and shall be in the amount of \$500 per acre of property annexed.
2. "Improved land" for purposes of this Agreement shall mean any parcel of property of five acres or less which contains a residence, or a parcel of land of ten acres or less which contains a principal commercial or industrial structure. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the City shall pay the Township Taxation Reimbursement for all improved land annexed to the City under this Agreement. Following annexation, payments shall be made by the City twice a year, within 30 days of the County's property tax reconciliation distribution to the City, and shall be based on the valuation and tax capacity of the land as it exists in the Township at the time of annexation, in the amounts set forth as follows (for purposes of this subsection, the "first year following annexation" refers to the first year after annexation of the property that the Township no longer collects property taxes on the annexed property):
 - (1) In the first year following the annexation, one hundred percent of the property taxes paid to the Township in the year of annexation;
 - (2) In the second year following the annexation, one hundred percent of the property taxes paid to the Township in the year of annexation;
 - (3) In the third year following the annexation, one hundred percent of the property taxes paid to the Township in the year of annexation;

- (4) In the fourth year following the annexation, one hundred percent of the property taxes paid to the Township in the year of annexation;
- (5) In the fifth year following the annexation, one hundred percent of the property taxes paid to the Township in the year of annexation;

B. Delinquent Taxes. The City agrees that it shall remit all delinquent taxes, charges and assessments collected from any portion of the Orderly Annexation Area after annexation of such property if such taxes or charges were originally payable while the delinquent property remained in the Township. Additionally, when a property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of these programs is paid to the City, the City shall remit to Township the amount it receives which was deferred during the time the property was in the Township.

C. Assumption of Liability for Public Improvements. The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which special assessments were levied by the Township. In the event that the City annexes land under this Agreement upon which outstanding special assessments levied by the Township remain at the time of annexation, the City shall forward to the Township upon receipt all special assessment payments which the City receives as a result of special assessments levied by the Township.

Other than the reimbursement outlined above in paragraphs 6.A, 6.B and 6.C, no other Taxation Reimbursement shall be owed to the Township from the City under this Agreement.

7. Conditions for Orderly Annexation; Immediate Annexation.

The City and the Town mutually state and agree that any property in the Orderly Annexation Area, whether it abuts the City or not, may be annexed to the City by the MBA upon receipt of a resolution from the City requesting such annexation, provided that one of the conditions for annexation contained in 7.A, 7.B, 7.C, or 7.D below are met. The City shall not submit such resolutions to MBA until 10 days after it first provides a copy of the resolution to the Town.

A. If property does not abut the City and is part of a rural residential area with lots which are part of a recorded plat used for residential purposes ("Platted Residential Subdivision"), then the City may annex said property after a petition for annexation is signed by the owners of record of more than 50% of the platted lots within said Platted Residential Subdivision and submitted to the City and Town. Following such petition, the City may only annex the entire subdivision or none of the subdivision. If property does not abut the City and is part of a Non-Platted Residential Subdivision, as defined herein, then the City may annex said property after a petition for annexation is signed by the owners of record of more than 50% of the parcels within said Non-Platted Residential Subdivision and submitted to the City and Town. Following such petition, the City may only annex the entire subdivision or none of the subdivision. A Non-Platted Residential Subdivision

is defined as any contiguous group of more than one lot or parcel of record used for residential purposes and containing five acres or less.

- B. If property is not part of a Platted Residential Subdivision or a Non-Platted Residential Subdivision, then the City may annex said property after the occurrence of any of the following:
1. A petition for the property to be annexed is signed by all of the owners of the property proposed to be annexed and submitted to the City and Township; or
 2. The property owner has applied for the property to be subdivided or rezoned to a commercial or industrial zoning district and does not withdraw the application within fourteen days of a written notice being sent to the property owner by the City informing the owner that making such request will result in the property being immediately annexed by the City unless said application is not withdrawn within fourteen days of the mailing of such letter. Should the property owner fail to withdraw its application within said fourteen-day period, the City will promptly notify the Township and Wright County of its intent to immediately annex the property, and shall immediately initiate annexation, and the Township and City shall thereafter request that Wright County deny the application(s) so that the City's zoning and subdivision authority can control, it being expressly understood and agreed to by the parties that the City should review and act on applications for subdivisions and rezoning requests for properties that are within its borders. Upon annexation, the property owner may subsequently make application to the City for its desired subdivision, rezoning, and any other City approvals that might be required to accommodate its proposed use of the property, which shall be processed by the City pursuant to its local controls.
 3. The principal use on the property is commercial or industrial in nature, and
 - a. The septic system on the property has failed (other than a pump failure), must be expanded, or must be moved to a new location and the City has a municipal sewer main within public easement or right-of-way that is adjacent to such property at the time such failure is discovered, expansion or movement is to occur and such City municipal sewer main can serve the property; or
 - b. The well on the property has failed such that a new well must be drilled or water produced by the well contains contaminants that exceed maximum State standards and the City has a municipal water main within public easement or right-of-way that is adjacent to such property at the time such failure is discovered and such City municipal water main can serve the property; or

- c. A conveyance of the property if the City has both municipal sewer and water services available to such property at the time of conveyance; provided, however, that a conveyance between the following parties shall not qualify a property for annexation under this subsection: between parent and child, between grandparent and grandchild, between siblings, between spouses, or between corporations, partnerships, and limited liability companies where the same parties own at least 50% of both the conveyor and conveyee; or
 - d. At least 15 years have passed since a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto.
- C. Any residential property within the Orderly Annexation Area that abuts the City may be annexed by the City pursuant to this Agreement upon a petition for annexation submitted by all of the property owners to the City and Town.
- D. The City and Town agree that tax parcels 204-100-031102, 204-100-031114, 204-100-031200, 204-100-022404, 204-100-034103 (the "Immediate Annexation Property") shall be immediately annexed into the City. Said parcels are located within the Orderly Annexation Area, as described herein, are legally described on the attached **Exhibit 3**, and are depicted on the City boundary map attached hereto as **Exhibit 4**. Upon submission of this Agreement to MBA following approval and execution by both parties, the City and the Town confer jurisdiction upon the Chief Administrative Law Judge so as to accomplish annexation of the Immediate Annexation Property in accordance with the terms of this Agreement. The City and the Town agree that upon receipt of this Agreement, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the immediate annexation of the Immediate Annexation Property in accordance with the terms of this Agreement.

8. Roads Within Area Designated for Orderly Annexation.

The parties agree as follows with regard to the roads located within the Orderly Annexation Area:

- A. Roads Serving New Plats. Other than for plats abutting Wright County Highway 75 or State Highway 24, the City shall require that all roadways abutting or serving new developments which have been annexed to the City shall be improved by the developer and/or property owner with hard surfacing from the access of the development to the nearest County, City or state road. All said road improvements shall be constructed to City engineering standards.
- B. Maintenance of Roads. Following annexation, the road authority provisions in Minnesota Statutes, section 414.038, as may be amended from time to time, shall control.

C. Paved Access Roads. Where a road serving a new plat has been paved by the City or developer pursuant to paragraph 9.A. above, the City shall become responsible to maintain the entire portion of such paved road, even if the property abutting such paved road remains in the Township, in which case such road shall not be treated as a line road pursuant to Minnesota Statutes Section §164.14.

D. Undue Burden on Town Roads. The Township and City recognize that there may be instances where it is appropriate for the City to assume responsibility to maintain additional portions of Town roads because City development imposes an undue burden on Town roads that serve the annexed property. Accordingly, the City shall be required to maintain Township roads in the following circumstances:

1. Where the average daily traffic count increases by at least 25% on a Township road within a three-year period and such road is within one-half mile of a residential subdivision that was developed in the City within the past three years from land annexed from the orderly annexation area, the City shall, at the Township's request, maintain the portion of such road that has experienced such 25% or greater average daily traffic count increase; or
2. The City shall, at the Township's request, maintain the entire road (i.e. both sides of the road) where the City has annexed property abutting one side of the road and has developed a residential, commercial or industrial subdivision abutting such road that accesses to such road. The length of road required to be maintained shall be limited to the length of road directly abutting the property annexed under this Agreement from the access point for the development to the nearest county, city or state road.

E. Use of Township Roads. For properties annexed under this Agreement, the City shall establish haul routes in any development agreements which, during subdivision development (including construction of residences), require all construction traffic use state trunk highways, Wright County highways or Clearwater city streets, and that Township roads be used only when no state trunk highway, Wright County highway or Clearwater city street is reasonably available. The City's developer's agreements shall also require that the developer pay the Township for the cost to repair any road damage, as determined by the Township, that may occur as a result of construction traffic using Township roads.

9. Provision of Municipal Utility Service.

A. Extension of Services. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.

B. Assessment Rates. Assessment or connection charges to annexed properties will be at the City's customary rates for improvements of a similar type at the time of benefit and/or connection to said service.

C. Timeline for Connection. Annexed properties for which municipal services are available must connect to municipal services when required by the City Code, provided, however, that annexed properties that, at the time of annexation, had a functioning septic system and well shall not be required to connect for 15 years from the

later of 1) the date of annexation, or 2) the date a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such property. However, if within that grace period: 1) such property's septic system fails (other than a pump failure), must be expanded, or must be moved to a new location, the City may require immediate connection to municipal sewer and water services if a City-owned municipal sewer main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto; or 2) the well on the such property fails such that a new well must be drilled or water produced by the well contains contaminants that exceed maximum State standards, the City may require immediate connection to municipal sewer and water services if a City-owned municipal water main has been extended within a public easement or right-of-way that is adjacent to such property and the City's code requires connection thereto.

D. Provision of Other Municipal Services. The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.

10. Deferred Assessment Policy.

With respect to road, sewer and water improvements to be constructed within the Orderly Annexation Area, the City's policy for deferred, delayed, or future assessments for such improvements shall be as follows:

A. Sanitary Sewer and Water Utilities. In the event the City extends sanitary sewer and water utilities within the Orderly Annexation Area through property that the City has not annexed at the time of such extension, the City may special assess such properties in accordance with Minn. Stat. § 429.052.

B. Street Curb and Gutter and Storm Sewer Utilities. The City shall not specially assess any properties in the Township related to the cost of construction of streets, curb, and gutter or storm sewer within the Orderly Annexation Area. However, the City may, if it chooses, and to the extent permitted by law, impose charges upon such properties for such properties' proportionate share of such improvements as a condition of annexation to the City.

C. Reservation of Rights. The City reserves the right to enter into development agreements with the developer of any specific parcels of property within the Orderly Annexation Area that vary from the terms of this paragraph 9 with respect to such parcel.

11. Periodic Review.

The City and Town mutually agree and state that upon request of either party a joint periodic review of this agreement may be conducted. A review will take place 5 years after the effective date of this agreement and every 5 years thereafter or upon the request of either party.

12. Authorization.

The appropriate officers of the City and Town are hereby authorized to carry the terms of this

Agreement into effect.

13. Severability and Repealer.

A determination that a provision of this Agreement is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein. However, should any element of paragraph 6 relating to "Taxation Reimbursement" be deemed by a court of competent jurisdiction to be unlawful or unenforceable, the Township at its discretion may terminate this Agreement. Any prior agreement or joint resolution existing between the parties and affecting the property described in the attached Exhibits shall be considered repealed upon the effective date of this Agreement.

14. Effective Date and Termination.

This Agreement shall be effective upon adoption by the governing bodies of the City and Town and approval by the MBA. Unless the parties have agreed to an extension, this Agreement shall terminate 15 years from the date both parties have executed this Agreement. Notwithstanding the termination of this Agreement, the provisions of paragraphs 6 and 8 of this Agreement shall remain binding after the termination of this Agreement for all properties annexed under the terms of this Agreement prior to its termination, and provided that paragraph 7.B.3.d of this Agreement shall remain in force for 15 years after a City-owned municipal sewer main or municipal water main has been extended within a public easement or right-of-way that is adjacent to such properties to which paragraph 7.B.3.d applies and such City owned municipal sewer main or municipal water main has been installed prior to the expiration of this Agreement.

15. Disputes and Remedies.

The City and Township agree as follows:

- A. Direct Negotiation. When a disagreement over interpretation of any provision of this Agreement shall arise, the City and the Township shall direct staff members or consultants, as they deem appropriate, to meet at least one time at a mutually convenient time and place to attempt to resolve the dispute through direct negotiation.
- B. Mediation/Arbitration. When the parties to this Agreement are unable to resolve one or more disputes through direct negotiation, the parties shall submit their respective grievances to mediation or, only with subsequent written consent of both parties, binding arbitration.
- C. Adjudication. When the parties to this Agreement are unable to resolve their respective grievances either through direct negotiation or mediation, and mutual written consent to binding arbitration does not occur, 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, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

16. Amendment.

Both parties reserve the right to initiate an amendment or revision to this Agreement at any time, and such amendments or revisions may only occur by subsequent joint resolution. Upon initiation, the parties agree to meet and discuss the proposed amendment or revision, but neither party shall be required to approve such amendment or revision.

17. Costs Associated with Orderly Annexation Agreement.

Each party shall pay its own costs incurred in the negotiation, development and implementation of this Agreement, but the City shall pay any filing fees and any other fees required by the State of Minnesota, including all staff attorney and administrative law judge charges that may be assessed against either the City or the Township pursuant to an annexation requested under this Agreement.

18. Venue.

The venue for all actions concerning this Agreement shall be Wright County, Minnesota.

19. Entire Agreement.

With respect to the Orderly Annexation Area legally described on **Exhibit 1** and shown on **Exhibit 2**, respectively, which are attached hereto and incorporated herein by reference, the terms, covenants, conditions, and provisions of this Agreement shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.

20. Notice.

Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person to the Clearwater Township Clerk and the Clearwater City Administrator at their official addresses.

21. 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 on **Exhibit 1**, or mapping provided on **Exhibit 2**, in the judgment of the MBA, the City and Township agree to make such corrections and file any additional documentation including a new **Exhibit 1 or Exhibit 2** making the corrections requested or required by the MBA as necessary to make effective the annexation of said Orderly Annexation Area in accordance with the terms of this Agreement.

22. Waiver.

The Board of Supervisors of Clearwater Township may, with the written consent of the City, waive any provision of this Agreement that it deems appropriate for a particular situation but only by written resolution duly adopted by the Town Board.

23. Other Annexations Limited.

During the term of this Agreement, unless otherwise agreed, the City shall not annex any property from the Township except as set out in this Agreement. It is the intent of the parties that this Agreement set the exclusive geographical boundaries of land which may be annexed and set the exclusive procedures under which annexation from the Township to the City may occur during the term of this Agreement.

The parties recognize that Property owners continue to maintain those options available by law at the time of their action to pursue municipal boundary adjustments. However, during the term of this Agreement, the City will not support any property owner initiated annexation petition for areas that are located outside of the Orderly Annexation Area. In the event that one or more property owners request annexation of property lying outside of the Orderly Annexation Area, the City Council and Town Board shall jointly meet to discuss the possible annexation of such property if either the Township or the City request such a meeting.

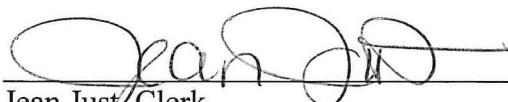
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PASSED, ADOPTED AND APPROVED by the Clearwater Town Board of Supervisors, Wright County, Minnesota, this 4th day of October, 2021.

CLEARWATER TOWNSHIP



Rose Thelen, Chair



Jean Just, Clerk

PASSED, ADOPTED AND APPROVED by the Clearwater City Council, Wright and Stearns Counties, Minnesota, this 12 day of October, 2021.

CITY OF CLEARWATER



Mayor



City Administrator





EXHIBIT 1
CITY OF CLEARWATER AND CLEARWATER TOWNSHIP ORDERLY
ANNEXATION AGREEMENT PROPERTY DESCRIPTION/PID LIST

That part of Township 122, Range 27, Wright County, Minnesota, described as follows:

Section 3, EXCEPT that part lying north of the existing City of Clearwater city limits:

AND

The Northeast Quarter of Section 10:

AND

The Northeast Quarter of the Northwest Quarter of Section 10:

AND

The Southeast Quarter of the Northwest Quarter of Section 10, EXCEPT that part platted as RAY'S THIRD ADDITION, according to the recorded plat thereof, Wright County, Minnesota:

AND

Outlot A, RAY'S THIRD ADDITION, according to said plat thereof:

AND

The Northwest Quarter of the Southeast Quarter of said Section 10, EXCEPT the south 30.00 feet thereof, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 86-102, according to the recorded plat thereof, said Wright County, and all that part of Parcel ID number 204100104203:

AND

The Northeast Quarter of the Southeast Quarter of said Section 10:

AND

The North Half of Section 11:

AND

The North Half of Section 12:

AND

That part of Parcel ID number 204100122300 that lies within the South Half of said Section 12:

AND

Section 1, EXCEPT that part lying north of the existing City of Clearwater city limits:

AND

The Southwest Quarter of Section 2, EXCEPT that part platted as CEDAR SOUTH, according to the recorded plat thereof, said Wright County:

AND

That part of the Southeast Quarter of the Northwest Quarter being Parcel ID number 2041000022404:

AND

That part of the Southwest Quarter of the Northeast Quarter being Parcel ID number 204100022402:

AND

The Southeast Quarter of Section 2, EXCEPT that part lying north of the existing City of Clearwater city limits:

PARCEL	TaxYear	SumMVLand	SumMVBlgd	SUMMVMAC	PRClass	SQ_FT	ACRES
204100013201	2022	61,400	111,300	-	201	37,894	1
204100013202	2022	100	-	-	201	112,395	3
204100013203	2022	363,300	1,068,300	-	233	353,480	8
204100013204	2022	1,056,200	507,400	-	101	1,086,438	25
204100013300	2022	13,000	-	-	101	105,576	2
204100013301	2022	97,100	-	-	101	281,624	6
204100013303	2022	-	-	-	952	269,383	6
204100013304	2022	-	-	-	952	7,982	0
204100013306	2022	165,200	-	-	101	430,626	10
204100013400	2022	191,100	-	-	101	516,019	12
204100013401	2022	343,700	-	-	101	2,514,607	58
204100013402	2022	3,000	-	-	201	36,679	1
204100013403	2022	58,500	297,800	-	201	96,573	2
204100013404	2022	51,400	153,100	-	201	77,843	2
204100014301	2022	54,100	182,000	-	201	69,451	2
204100014302	2022	48,500	118,200	-	201	42,387	1
204100014303	2022	49,500	114,700	-	201	43,045	1
204100014304	2022	55,400	197,100	-	201	72,793	2
204100022402	2022	284,100	160,000	-	233	217,508	5
204100022404	2022	171,500	-	-	233	266,051	6
204100024100	2022	154,800	76,200	-	233	163,907	4
204100024101	2022	435,200	611,100	-	233	391,943	9
204100024102	2022	272,700	1,160,000	-	234	200,854	5
204100024103	2022	260,200	-	-	233	250,137	6
204100024104	2022	133,400	-	-	233	125,565	3
204100024200	2022	318,000	254,400	-	233	270,504	6
204100024201	2022	129,900	242,400	-	234	75,205	2
204100024202	2022	-	-	-	952	236,736	5
204100024203	2022	-	-	-	952	436,487	10
204100024301	2022	80,500	160,700	-	201	253,978	6
204100024302	2022	72,700	-	-	20A	217,696	5
204100024303	2022	87,200	347,600	-	201	217,696	5
204100024304	2022	144,000	229,900	-	101	641,673	15
204100024305	2022	100	-	-	234	1,505	0
204100024400	2022	164,800	267,300	-	101	825,113	19
204100024401	2022	-	-	-	952	41,748	1
204100024402	2022	327,600	-	-	234	376,011	9
204100031102	2022	343,500	330,700	-	233	62,783	1
204100031114	2022	106,300	-	-	233	204,889	5
204100031200	2022	42,300	138,700	-	233	47,947	1
204100031400	2022	168,500	221,300	-	101	789,945	18
204100031402	2022	901,800	-	-	101	2,637,664	61
204100033100	2022	301,800	38,500	-	101	2,090,579	48
204100033101	2022	78,300	154,000	-	101	126,243	3
204100033400	2022	35,200	-	-	113	462,176	11
204100034100	2022	124,300	-	-	912	280,035	6
204100034102	2022	-	-	-	952	26,790	1
204100034103	2022	753,200	-	-	101	2,258,524	52
204100034200	2022	59,800	102,300	-	201	112,230	3
204100034300	2022	122,800	-	-	101	736,454	17
204100034400	2022	900	-	-	111	11,050	0
204100034401	2022	9,200	-	-	201	60,214	1
204100034402	2022	112,500	253,500	-	201	448,568	10
204100034403	2022	119,500	56,100	-	206	432,548	10
204100101100	2022	700	-	-	111	7,998	0
204100101101	2022	120,000	237,900	-	201	435,362	10
204100101102	2022	99,700	-	-	201	443,527	10
204100101103	2022	99,700	328,400	-	201	354,382	8
204100101104	2022	700	-	-	20A	4,162	0
204100101105	2022	108,200	173,100	-	201	416,948	10
204100101106	2022	108,300	254,700	-	201	415,776	10
204100101200	2022	212,000	-	-	101	1,764,863	41

204100101300	2022	107,300	180,600	-	201	1,227,090	28
204100101400	2022	91,100	261,700	-	201	217,675	5
204100102100	2022	29,700	-	-	111	650,106	15
204100102400	2022	163,800	51,700	-	201	1,717,326	39
204100104100	2022	412,600	-	-	101	3,315,805	76
204100104202	2022	149,200	-	-	101	1,206,675	28
204100111100	2022	212,300	-	-	101	1,620,854	37
204100111101	2022	59,100	191,700	-	201	109,038	3
204100111102	2022	223,400	86,500	-	101	1,629,629	37
204100111200	2022	144,200	188,900	-	233	435,594	10
204100111201	2022	13,000	1,600	-	206	33,552	1
204100111202	2022	549,300	451,000	-	101	3,049,332	70
204100111300	2022	450,000	141,800	-	101	3,515,193	81
204100111400	2022	45,100	9,900	-	101	120,120	3
204100111401	2022	100	-	-	111	1,551	0
204100112200	2022	299,000	90,600	-	101	1,768,538	41
204100112400	2022	143,000	-	-	101	1,543,618	35
204100112401	2022	91,400	227,900	-	101	217,794	5
204100121100	2022	244,100	-	-	101	2,159,928	50
204100121200	2022	53,300	160,700	-	201	60,928	1
204100121201	2022	50,500	160,700	-	201	43,436	1
204100121202	2022	200	-	-	201	1,187	0
204100121203	2022	51,000	214,600	-	201	43,436	1
204100121204	2022	57,000	148,300	-	201	86,943	2
204100121205	2022	51,500	164,300	-	201	43,646	1
204100121207	2022	-	-	-	952	531,949	12
204100121208	2022	7,500	-	-	201	38,881	1
204100121209	2022	49,000	158,800	-	201	42,249	1
204100121401	2022	198,200	21,600	-	113	1,669,802	38
204100121402	2022	133,300	-	-	101	698,318	16
204100121403	2022	89,500	39,500	-	206	401,348	9
204100122100	2022	124,000	-	-	101	899,956	21
204100122101	2022	45,200	-	-	101	328,589	8
204100122102	2022	-	-	-	952	416,799	10
204100122103	2022	63,000	162,700	-	201	121,369	3
204100122200	2022	234,500	-	-	101	1,506,641	35
204100122201	2022	15,500	-	-	101	44,975	1
204100122202	2022	-	-	-	952	206,522	5
204100122300	2022	348,300	-	-	101	2,566,386	59
204100122400	2022	307,800	246,700	-	101	2,403,875	55
204124000010	2022	3,600	-	-	201	54,953	1
204135001010	2022	71,900	260,100	-	201	176,579	4
204135001020	2022	60,500	100,200	-	201	108,902	3
204135001030	2022	64,500	279,200	-	201	108,964	3
204136001010	2022	179,400	50,000	-	233	187,954	4
204136001020	2022	541,900	42,700	-	233	606,481	14
204136001030	2022	223,900	375,000	-	233	174,329	4
204138001010	2022	93,600	281,800	-	201	177,971	4
204138001020	2022	83,100	353,900	-	201	112,385	3
204138001030	2022	82,500	146,800	-	101	108,922	3
204151000780	2022	-	-	-	952	29,295	1
204151000790	2022	-	-	-	952	27,613	1
204151000800	2022	-	-	-	952	57,164	1
204151000810	2022	-	-	-	952	12,359	0
204151000820	2022	-	-	-	952	18,762	0
204151000830	2022	-	-	-	952	42,564	1
204151000840	2022	-	-	-	952	19,986	0
204151000850	2022	-	-	-	952	18,028	0
204152000830	2022	-	-	-	952	27,003	1
204152000850	2022	-	-	-	952	3,168	0
204152000860	2022	-	-	-	952	24,744	1
204152000870	2022	-	-	-	952	26,993	1
204152000880	2022	-	-	-	952	504	0
204152000900	2022	-	-	-	952	30,663	1
204152000910	2022	-	-	-	952	16,989	0
204152040701	2022	-	-	-	952	70,039	2
		16,389,300	13,800,200	-		64,936,736	1,491

EXHIBIT 2 BOUNDARY MAP

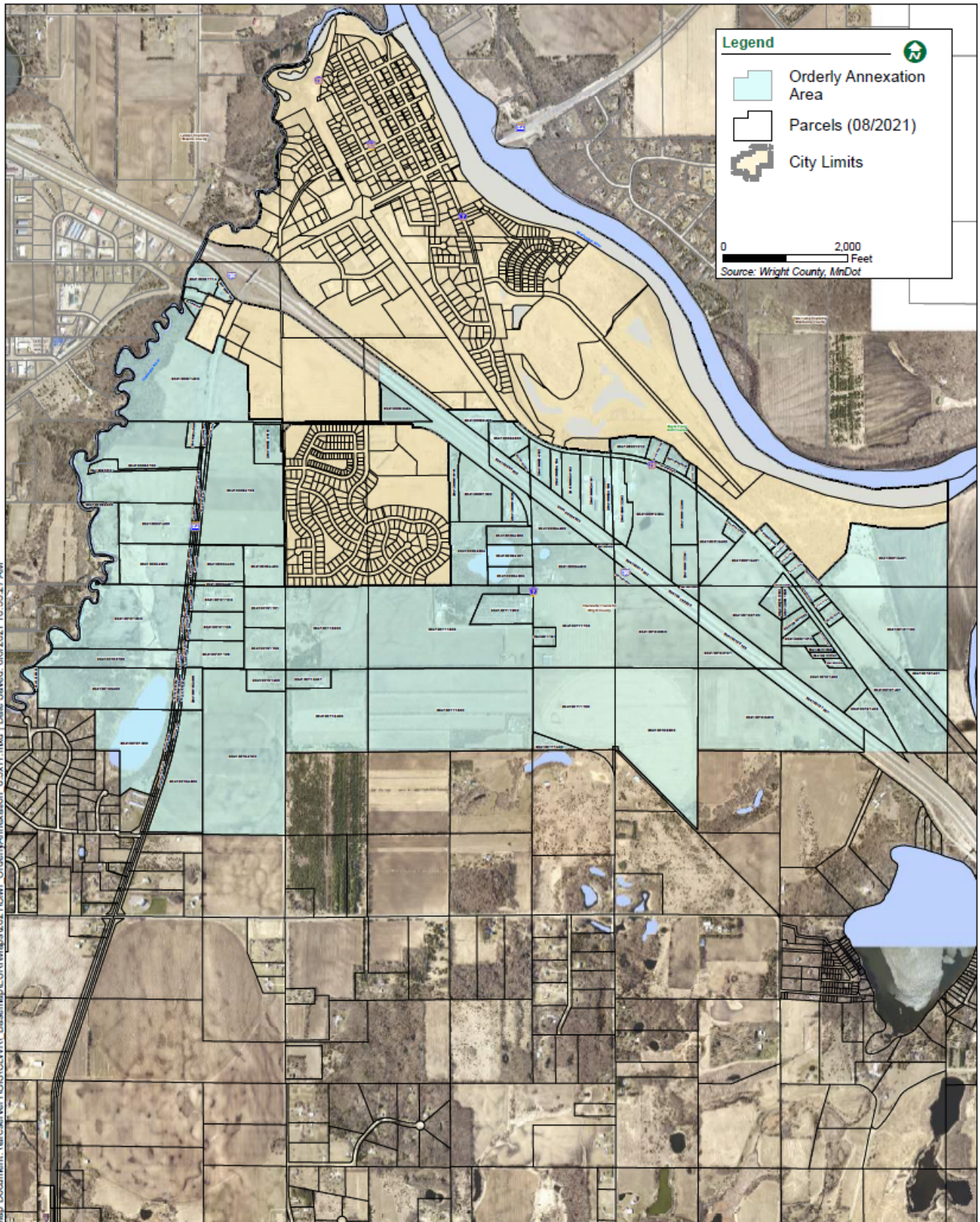


EXHIBIT 3
LEGAL DESCRIPTION OF IMMEDIATE ANNEXATION PROPERTY

PID #204-100-031114

That part of Township 122, Range 27, Wright County, Minnesota, described as follows:

That part of Lot 3, Lot 4, and Lot 5, all in the Northeast Quarter of Section 3, Township 122, Range 27, Wright County, Minnesota, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 3; thence South 1°05'23" East, assumed bearing, along the East line of said Northeast Quarter, a distance of 1695.10 feet; thence North 62°16'53" West, a distance of 1475.71 feet; thence North 35°57'59" West, a distance of 119.73 feet; thence North 26°20'39" East a distance of 442.68 feet to the northerly right-of-way line of County Road No. 145; thence westerly along said northerly right-of-way line along a non-tangential curve, concave to the southwest, having a radius of 1507.39 feet and a central angle of 05°16'07", a distance of 138.61 feet to the point of beginning, the chord of said curve bears North 70°29'03" West, distant 138.56 feet; thence return easterly along said right-of-way along the last described curve and its southeasterly extension, a distance of 221.13 feet; thence South 64°42'47" East along said right-of-way line, tangent to said curve, a distance of 3.49 feet; thence North 25°23'02" East, a distance of 12.47 feet to a point hereinafter referred to as "Point A"; thence continue North 25°23'02" East, a distance of 167.54 feet; thence North 19°36'58" West, a distance of 35.36 feet; thence North 25°23'02" East, a distance of 113.63 feet to the southwesterly right-of-way line of Interstate Highway No. 94; thence North 44°41'24" West along said southwesterly right-of-way line, a distance of 68.56 feet; thence northwesterly along said southwesterly right-of-way line along a non-tangential curve, concave to the southwest, having a radius of 839.93 feet and a central angle of 09°52'01", a distance of 144.65 feet to a line bearing North 25°23'02" East from the point of beginning, the chord of said curve bears North 43°02' 17" West, distant 144.47 feet; thence South 25°23'02" West along said line, a distance of 411.71 feet to the point of beginning.

Except therefrom that part of said Lot 5 described as follows:

Beginning at said "Point A"; thence South 25°23'02" West, a distance of 12.47 feet to the northerly right-of-way line of County Road No. 145; thence North 64°42'47" West along said right-of-way line, a distance of 3.49 feet; thence northwesterly along said right-of-way line along a tangential curve concave to the southwest, having a radius of 1507.39 feet and a central angle of 03°08' 12", a distance of 82.52 feet, the chord of said curve bears North 66°16'53" West, distant 82.51 feet; thence North 26°20'39" East, not tangent to said curve, a distance of 15.67 feet; thence South 64°05'28" East, a distance of 85.70 feet to the point of beginning.

TOGETHER WITH the adjacent right of way, to the centerline of said right of way.

AND ALSO

That part of Lot 3, Lot 4, and Lot 5, all in the Northeast Quarter of Section 3, Township 122, Range 27, Wright County, Minnesota, lying southerly of the southwesterly right-of-way line of Interstate Highway No. 94, easterly of the Clearwater River, northerly of the northerly right-of-way line of County Road No. 145, and northwesterly of the following described line: Commencing at the northeast corner of the Northeast Quarter of said Section 3; thence South 01°05'23" East, assumed bearing, along the east line of said Northeast Quarter, a distance of 1695.10 feet; thence North 62°16'53" West, a distance of 1475.71 feet; thence North 35°57'59" West, a distance of 119.73 feet; thence North 26°20'39" East, a distance of 442.68 feet to the northerly right-of-way line of County Road No. 145; thence westerly along said northerly right-of-way line along a non-tangential curve, concave to the southwest, having a radius of 1507.39 feet and a central angle of 05°16'07", a distance of 138.61 feet to the point of beginning of the line to be described; the chord of said curve bears North 70°29'03" West, distant 138.56 feet; thence North 25°23'02" East along said line, a distance of 411.71 feet to the Southwesterly right-of-way line of Interstate Highway No. 94 and terminating thereat. Wright County, Minnesota

TOGETHER WITH the adjacent right of way, to the centerline of said right of way.

AND

PID #204-100-031102

That part of Lot 3, Lot 5, and Lot A of Lot 5, all in the Northeast Quarter of Section 3, Township 122, Range 27, Wright County, Minnesota lying Southerly of the Southwesterly right-of-way line of Interstate Highway 94, Westerly of the Northwesterly right-of-way line of Minnesota State Highway No. 24, Northerly of the Northerly right-of-way line of County Road No. 145, and Southeasterly of the following described line: Commencing at the Northeast corner of the Northeast Quarter of said Section 3; thence South 1°05'23" East, assumed bearing, along the East line of said Northeast Quarter, a distance of 1695.10 feet; thence North 62°16'53" West, a distance of 1475.71 feet; thence North 35°57'59" West, a distance of 119.73 feet; thence North 26°20'39" East, a distance of 442.68 feet to the Northerly right-of-way line of County Road 145; thence Southeasterly along said right-of-way line along a non-tangential curve, concave to the Southwest, having a radius of 1507.39 feet and a central angle of 3°08'12", a distance of 82.52 feet; the chord of said curve bears South 66°16'53" East, distant 82.51 feet; thence South 64°42'47" East along said right-of-way line, tangent to said curve, a distance of 3.49 feet; thence North 25°23'02" East, a distance of 12.47 feet to a point hereinafter referred to as "Point A" being the point of beginning of the line to be described; thence continue North 25°23'02" East, a distance of 167.54; thence North 19°36'58" West, a distance of 35.36 feet; thence North 25°23'02" East, a distance of 113.63 feet to the Southwesterly right-of-way line of Interstate Highway No. 94 and terminating thereat.

Except therefrom that part of said Lot 5 described as follows:

Beginning at said "Point A"; thence South 25°23'02" West, a distance of 12.47 feet to the Northerly right-of-way line of County Road No. 145; thence South 64°42'47" East along said right-of-way line, tangent to said curve, a distance of 84.84 feet; thence North 25°17'13" East along said right-of-way line, a distance of 11.55; thence North 64°05'28" West, a distance of 84.83 feet to the point of beginning. Wright County, Minnesota

TOGETHER WITH the adjacent right of way, to the centerline of said right of way excepting land already within the city.

AND

PID #204-100-031200

That part of Lot 5 and that part of Lot 6 all in the Northeast Quarter of Section 3, Township 122, Range 27, Wright County, Minnesota described as follows:

Commencing at the point of intersection of the Westerly right-of-way line of Minnesota Highway No. 24, with Southerly right-of-way line of Interstate Highway No. 94; thence Southerly along said Westerly right-of-way line of Minnesota Highway No. 24, a distance of 120.00 feet; thence Northwesterly, at right angles, a distance of 400.00 feet; thence Southwesterly at right angles a distance of 200.39 feet to the Southerly right-of-way of Interstate Highway No. 94 Frontage Road and the actual point of beginning; thence continue Southwesterly along the extension of the last described line, a distance of 261.68 feet to the centerline of the old Clearwater and Fairhaven Road (also known as the road to old Mill site); thence Northwesterly, along said centerline, deflecting right 117°35'45", a distance of 204.46 feet; thence Northwesterly, along said centerline, deflecting right 5°15', a distance of 183.70 feet to the Southerly right-of-way line of the afore said Interstate Highway No. 94 Frontage Road; thence Easterly, along said Southerly right-of-way line, a distance of 346.47 feet to the point of beginning.

Less and except any part thereof lying within:

That part of Lot 5, according to a plat filed September 14, 1883, being part of the Northeast Quarter of Section 3, Township 122, Range 27, Wright County, Minnesota described as follows: Commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 1 degree 05 minutes 23 seconds East along the east line of said Northeast Quarter, a distance of 1695.10 feet; thence North 62 degrees 16 minutes 53 seconds West, a distance of 1145.54 feet to the westerly right of way line of Minnesota State Highway No. 24 also being a point on the former centerline of an abandoned town road being the point of beginning of the land to be described; thence northeasterly along said westerly right-of-way line being a nontangential curve concave to the east having a radius of 4311.03 feet and a central angle of 6 degrees 59 minutes 51 seconds, a distance of 526.51 feet to a point distant 120.00 feet southwesterly from the southerly right of way of Interstate Highway No. 94 as measured along said westerly right of way line, the chord of said curve bearing North 22 degrees 24 minutes 37 seconds East; thence North 64 degrees 05 minutes 28 seconds West, a distance of 400.00 feet ; thence South 26 degrees 20 minutes 39 seconds West a distance of 458.35 feet to said former centerline of an abandoned town road; thence South 35 degrees 57 minutes 59 seconds East along said centerline, a distance of 119.73 feet; thence South 62 degrees 16 minutes 53 seconds East long said centerline, a distance of 330.17 feet to the point of beginning.

TOGETHER WITH the adjacent right of way, to the centerline of said right of way.

AND

PIDs #204-100-034103

The Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), Section Three (3), Township One Hundred Twenty-two (122), Range Twenty-seven (27),

AND

The North Half of the South Half of the Southeast Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Three (3), Township One Hundred Twenty-two (122), Range Twenty-seven (27), lying east of the center of the Clearwater and Big Lake Road.

EXCEPTING

Parcel 407C, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 86-104, according to the recorded plat thereof, Wright County, Minnesota.

FURTHER EXCEPTING

Those tracts of land described in Document Numbers 285973 and 339618 and recorded in the office of the County Recorder in and for said Wright County, Minnesota.

FURTHER EXCEPTING

That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3, Township 122 North, Range 27 West, Wright County, Minnesota, described as follows:

Commencing at the east quarter corner of said Section 3; thence westerly 33 feet (50 links) along the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence southerly, parallel with the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 33 feet (50 links) to the point of beginning; thence southerly, parallel with the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 432.30 feet (6 chains 55 links); thence westerly, parallel with the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 432.30 feet (6 chains 55 links); thence northerly, parallel with the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 432.30 feet (6 chains 55 links); thence easterly, parallel with the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 432.30 feet (6 chains 55 links) to the point of beginning.

FURTHER EXCEPTING

That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3, Township 122 North, Range 27 West, Wright County, Minnesota, described as follows:

Commencing at the east quarter corner of said Section 3; thence southerly, along the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 465.30 feet to the point of beginning; thence westerly, parallel with the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 465.30 feet; thence southerly, parallel with the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 200.00 feet; thence easterly, parallel with the north line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, for 465.30 feet to the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence northerly, along last described east line, 200.00 feet to the point of beginning.

AND

PID #204-100-022404

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Two (2), Township One Hundred Twenty-two (122) Range Twenty-seven (27), according to the U.S. Government Survey, thereof, Wright County, Minnesota, which lies East of a line drawn North at right angles to the East-West Quarter Section line in said Section Two (2) from a point thereon distant 1,570.00 feet East of the West quarter corner of said Section Two (2), and Southwest of a line drawn parallel with and 184.00 feet Southwesterly of (as measured at right angles to) the following described Line "A".

Line "A": Beginning at a point on the West line of said Section Two (2), distant 464.60 feet South of the Northwest corner thereof, thence run Southeasterly at an angle of 51 degrees and 42 minutes with said west section line for 4,744.80 feet and there terminating.

EXHIBIT 4 - DEPICTION OF IMMEDIATE ANNEXATION PROPERTY

