

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF WYOMING AND WYOMING
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 Wyoming (the "City") currently 100% owns land located in Wyoming Township (the "Township"), upon which the City operates and maintains the City's wastewater treatment facility (hereinafter referred to as the "Wyoming City Property"); and

WHEREAS, the Wyoming City Property does not currently abut the City; and

WHEREAS, the City seeks to annex and extend municipal services to serve this property for purposes of facilitating the purchase and development thereof by Polaris Industries; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the Wyoming City Property; and

WHEREAS, the City will provide municipal services to the Wyoming City Property following annexation thereof; and

WHEREAS, the Township and City agree that the Wyoming City Property is urban or suburban or about to become so and that orderly annexation of the property would be in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the Township and City agree that the Wyoming City Property, legally described herein, is designated as in need of immediate orderly annexation; and

WHEREAS, the Township and City desire to accomplish the immediate orderly annexation of the Wyoming City Property without the need for a hearing.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Supervisors of Wyoming Township and the City Council of the City of Wyoming, as follows:

1. Designation of Orderly Annexation Area – City of Wyoming and Wyoming Township. The Township and City hereby designate the area legally described in Exhibit A, attached hereto and incorporated herein by reference, for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325.

For ease of reference, the area legally described in Exhibit A is generally that area of Wyoming Township currently owned by the City of Wyoming (the "Wyoming City Property") located northeast of the corporate limits line of the City and currently the site of the City's wastewater treatment facility.

2. Acreage. The Township and City agree that the area legally described in Exhibit A and designated as in need of immediate orderly annexation is approximately 611 acres.
3. Population. The Township and City agree that the population of the area legally described in Exhibit A and designated as in need of immediate orderly annexation is zero.
4. Map of Area. A boundary map showing the area legally described in Exhibit A is attached hereto as Exhibit B and incorporated herein by reference.
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 area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the Department of Administration is necessary. Upon the execution and filing of this Joint Resolution, the Department of Administration may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
6. Limitation of City Annexation. The Township and City agree that for a period of three (3) years from the date of execution of this Joint Resolution, the City will neither initiate nor accept a property-owner petition for the annexation of any property located within the Township currently abutting the area annexed by this Joint Resolution (i.e., the Wyoming City Property described in Exhibit A), provided that the Township does not seek to incorporate as a city during this period, and provided that the State Legislature does not pass legislation that would, in application, notwithstanding the existence of this Joint Resolution, otherwise significantly limit the City's ability to annex during or following the termination of the three year limit provided herein. In the event the Township seeks to incorporate or the State Legislature passes such legislation during the term of this Joint Resolution, including any legislation that would otherwise significantly limit the City's ability to annex or any legislation requiring an annexation election or vote in order to complete an annexation, this paragraph shall be deemed null and void upon the date of final passage by the State Legislature of such legislation. The remaining provisions of this Joint Resolution shall remain in effect.
7. Polaris Industries – Effect of Joint Resolution. In the event that Polaris Industries does not enter into a Purchase Agreement with the City of Wyoming for the purchase of all or a substantial portion of the Wyoming City Property, legally described in Exhibit A, this Joint Resolution, shall be deemed null and void without prejudice on either party hereto

8. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Department of Administration Municipal Boundary Adjustments Office and pay the required filing fee.
9. Term. Except as provided in Paragraph 7 above, this Joint Resolution shall be in full force and effect for a term of three (3) years from the date of execution, unless otherwise terminated earlier or extended by mutual written joint resolution of the City and Township.
10. 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.
11. Modification/Amendment. The Township and City agree that this Joint Resolution shall not be modified, amended, or altered except upon the written joint resolution of all of the parties hereto duly executed and adopted by the City Council and the Township Board of Supervisors and filed with Department of Administration, or its successor.
12. Severability. The Township and City agree that in the event that any provision of this Joint Resolution is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Joint Resolution shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Joint Resolution or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties hereto.
13. 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.
14. 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. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
15. Disputes and Remedies. The Township and City agree as follows:
 - a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - b. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.

- c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, 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 Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

16. 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 A or mapping provided in Exhibit B, in the judgment of the Department of Administration, 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 Department of Administration as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

Passed, adopted, and approved by the Town Board of Supervisors of Wyoming Township, Chisago County, Minnesota, this 30th day of September, 2003.

WYOMING TOWNSHIP

By: Lawrence E. Parker
Lawrence E. Parker, Chairman

ATTEST:

Norma I. Olson
Norma I. Olson, Town Clerk

Passed, adopted, and approved by the City Council of the City of Wyoming, Chisago County, Minnesota, this 30th day of September, 2003.

CITY OF WYOMING

By: Vernon Haag
Vernon Haag, Mayor

ATTEST:

Dennis Coryell
Dennis Coryell, City Administrator

EXHIBIT A

The Wyoming City Property referenced in the attached Joint Resolution and to be annexed thereby is legally described as follows:

DESCRIPTION OF PROPERTY SURVEYED

The North One Half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Sixteen (16), Township Thirty-three (33), Range Twenty-one (21), the West One Half of the Northwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-three (33), Range Twenty-one (21), and all that part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Nine (9), Township Thirty-three (33), Range Twenty-one (21), lying South of Chisago County Road No. 84.

All that part of the following described parcel lying South of Chisago County Road No. 84:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Ten (10), Township Thirty-three (33), Range Twenty-one (21), and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section Nine (9), Township Thirty-three (33), Range Twenty-one (21).

That part of the East One Half of the Northwest Quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-three (33), Range Twenty-one (21), lying North of the Railroad right of way.

The South Half of the Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$), and the North Half of the Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$), and the North Half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$), Section Ten (10), Township Thirty-three (33), Range 21 and the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township Thirty-three (33), Range Twenty-one (21).

subject to roadways and easement of record.

Except all that part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 21 West, Chisago County, Minn. described as follows:

Beginning at the southeast corner of said NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 10; thence North 0°00', along the East line thereof, 783 feet to the point of intersection thereof with the center line of a ditch; thence S 52° W along said ditch center line, 310 feet, thence S 63°03' W, continuing along said center line, 707 feet; thence S 19°40' W, along said center ditch line, 71 feet, thence South along said ditch center line, 185 feet to the point of intersection thereof with the South line of said NE $\frac{1}{4}$ -SW $\frac{1}{4}$; thence S 88°44' E along said south line, 898.8 feet to the point of beginning, containing 10.0 acres, more or less and subject to the existing road, pipeline and ditch.

That part of the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Sixteen (16), Township Thirty-three (33), Range Twenty-one (21), Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of said South Half of the Northeast Quarter, thence North 89°53'39" East, assumed bearing along the north line of said South Half of the Northeast Quarter, a distance of 715.17 feet to the point of beginning of the parcel to be described; thence South 00°06'23" East a distance of 863.24 feet; thence South 31°28'35" East a distance of 528.23 feet to the south line of said South Half of the Northeast Quarter, thence South 89°53'41" East, along said south line, a distance of 672.50 feet; thence North 00°37'08" West, parallel with the east line of said South Half of the Northeast Quarter, a distance of 343.53 feet; thence South 89°53'41" East, parallel with said south line, a distance of 980.08 feet to the east line of said South Half of the Northeast Quarter; thence North 00°37'08" West, along said East line, a distance of 976.86 feet to the northeast corner of said South Half of the Northeast Quarter; thence South 89°53'39" West, along said north line, a distance of 1,915.73 feet to the point of beginning.

Excepting the following described parcels from the above described property:

That part of the East Half of the Northeast Quarter (E ½ NE ¼) of Section Nine (9), Township Thirty-three (33), Range Twenty-one (21), Chisago County, Minnesota, described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89°11'23" West, assumed bearing along the south line of said East Half of the Northeast Quarter a distance of 926.58 feet to the point of beginning of the parcel to be described; thence North 00°56'47" West a distance of 1,034.50 feet; thence North 44°03'13" East a distance of 662.48 feet; thence North 89°03'13" East a distance of 363.15 feet; thence North 01°12'51" West a distance of 1,094.84 feet to the north line of said East Half of the Northeast Quarter; thence South 88°37'31" West, along said north line, a distance of 1,213.04 feet to the northwest corner of said East half of the Northeast Quarter; thence South 00°56'47" East, along the west line of said East Half of the Northeast Quarter, a distance of 2,587.78 feet to the southwest corner of said East Half of the Northeast Quarter; thence North 89°11'23" East, along the south line of said East Half of the Northeast Quarter a distance of 386.53 feet to the point of beginning.

ALSO

That part of the North Half of the Northeast Quarter (N ½ NE ¼) of Section Sixteen (16), Township Thirty-three (33), Range Twenty-one (21), Chisago County, Minnesota, described as follows:

Beginning at the southwest corner of said North Half of the Northeast Quarter; thence North 89°53'39" East assumed bearing along the south line of said North Half of the Northeast Quarter, a distance of 715.17 feet; thence North 40°38'42" West a distance of 1,100.32 feet to the west line of said North Half of the Northeast Quarter; thence South 00°06'23" East, along said west line, a distance of 836.21 feet to the point of beginning.

Containing 26,621,006 Sq. Ft. 611.13±Acres

EXHIBIT B

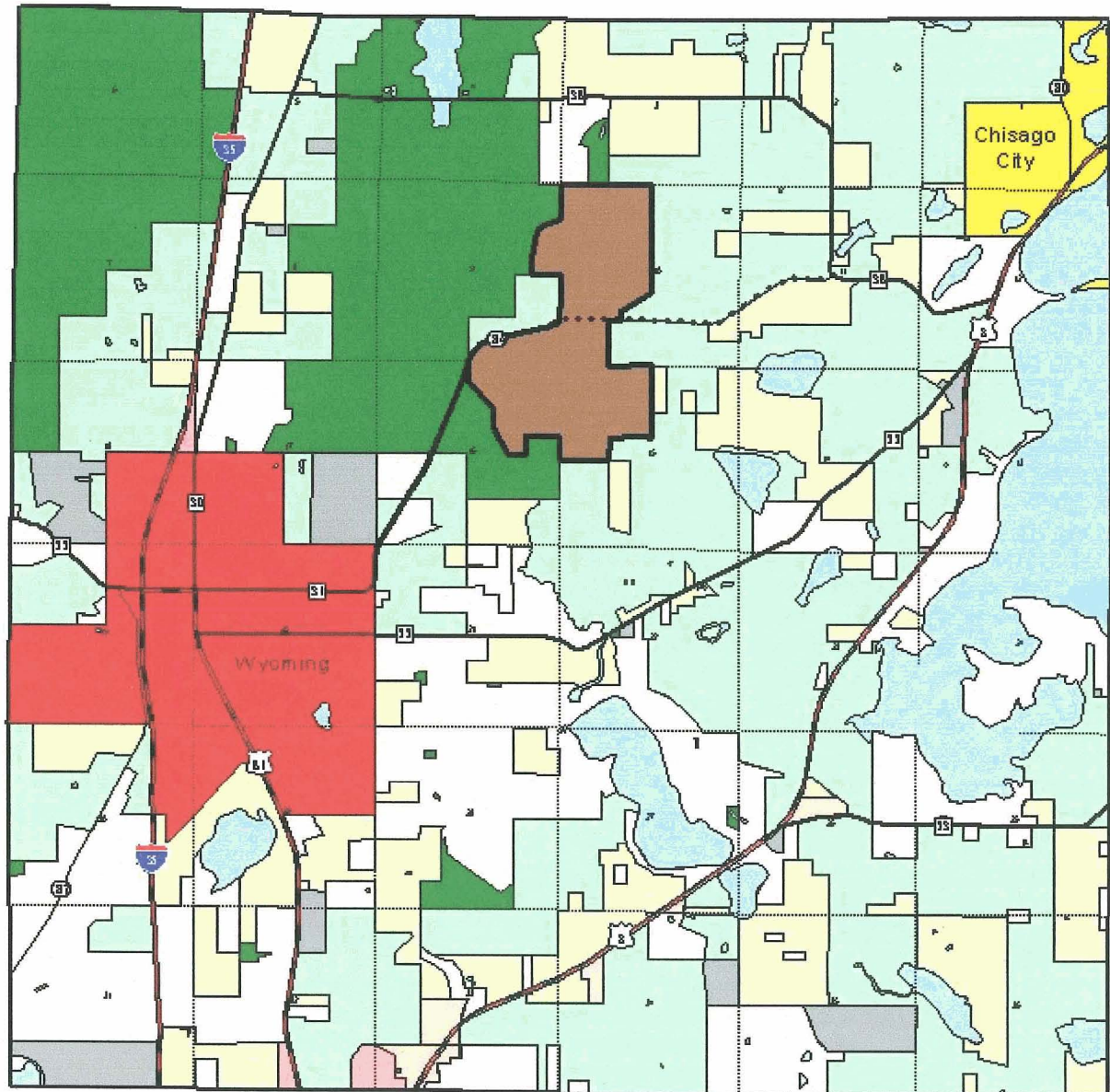
The municipal boundary map referenced in the attached Joint Resolution showing the current City of Wyoming and its relation to the Wyoming City Property to be annexed and legally described in Exhibit A is attached hereto.

REC'D BY
MMB

OCT 09 2003

EXHIBIT B

City of Wyoming Property Proposed for Annexation



City of Wyoming



Area Legally Described in Exhibit A

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9/29/2003