

## 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**, Dale Johnson and Kenneth Auld ("Owners") currently own land (the "Owners Property") located in Wyoming Township (the "Township"), adjacent to property owned by McDonald's Corporation ("McDonalds") and located within the City of Wyoming (the "City") and upon which McDonalds currently operates a fast food restaurant; and

**WHEREAS**, The Owners propose to subdivide the Owner's Property so as to create a parcel (the "McDonalds Parcel") consisting of approximately 16,000 square feet which the Owners desire to sell to McDonalds to expand the existing parking lot; and

**WHEREAS**, McDonalds, as a condition to the purchase of the McDonalds Parcel, desires to have the City annex the McDonalds Parcel to the City and to combine the property currently owned by McDonalds with the McDonalds Parcel; and

**WHEREAS**, the McDonalds Parcel currently abuts the City and is zoned Urban Residential; and

**WHEREAS**, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the McDonalds Parcel; and

**WHEREAS**, the City may provide municipal services to the McDonalds Parcel following annexation thereof and has zoning consistent with the commercial use; and

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

**WHEREAS**, the Township and City agree that the McDonalds Parcel, 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 McDonalds Parcel 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 a portion of that area of Wyoming Township currently owned by the Owners located west of and adjacent to the corporate limits line of the City and adjacent to the McDonalds Restaurant located at 4811 East Viking Blvd., Wyoming, MN 55092.

2. Acre. The Township and City agree that the area legally described in Exhibit A and designated as in need of immediate orderly annexation is approximately 16,000 square feet.
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. 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.
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. 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.
9. 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.


10. 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.
11. 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.
12. 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.
13. 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 28<sup>th</sup> day of October, 2003.

**WYOMING TOWNSHIP**

By:   
Lawrence E. Parker, Chairman

**ATTEST:**

  
Norma I. Olson, Town Clerk

Passed, adopted, and approved by the City Council of the City of Wyoming, Chisago County, Minnesota, this 3rd day of Nov., 2003.

**CITY OF WYOMING**

By:   
Vernon Haag, Mayor

**ATTEST:**

  
Dennis Coryell, City Administrator



**EXHIBIT A****LEGAL DESCRIPTION  
MCDONALDS PARCEL**

That part of the Southeast Quarter of the Northwest Quarter of Section 19, Township 33 North, Range 21 West, Chisago County, Minnesota, which is more particularly described as follows:

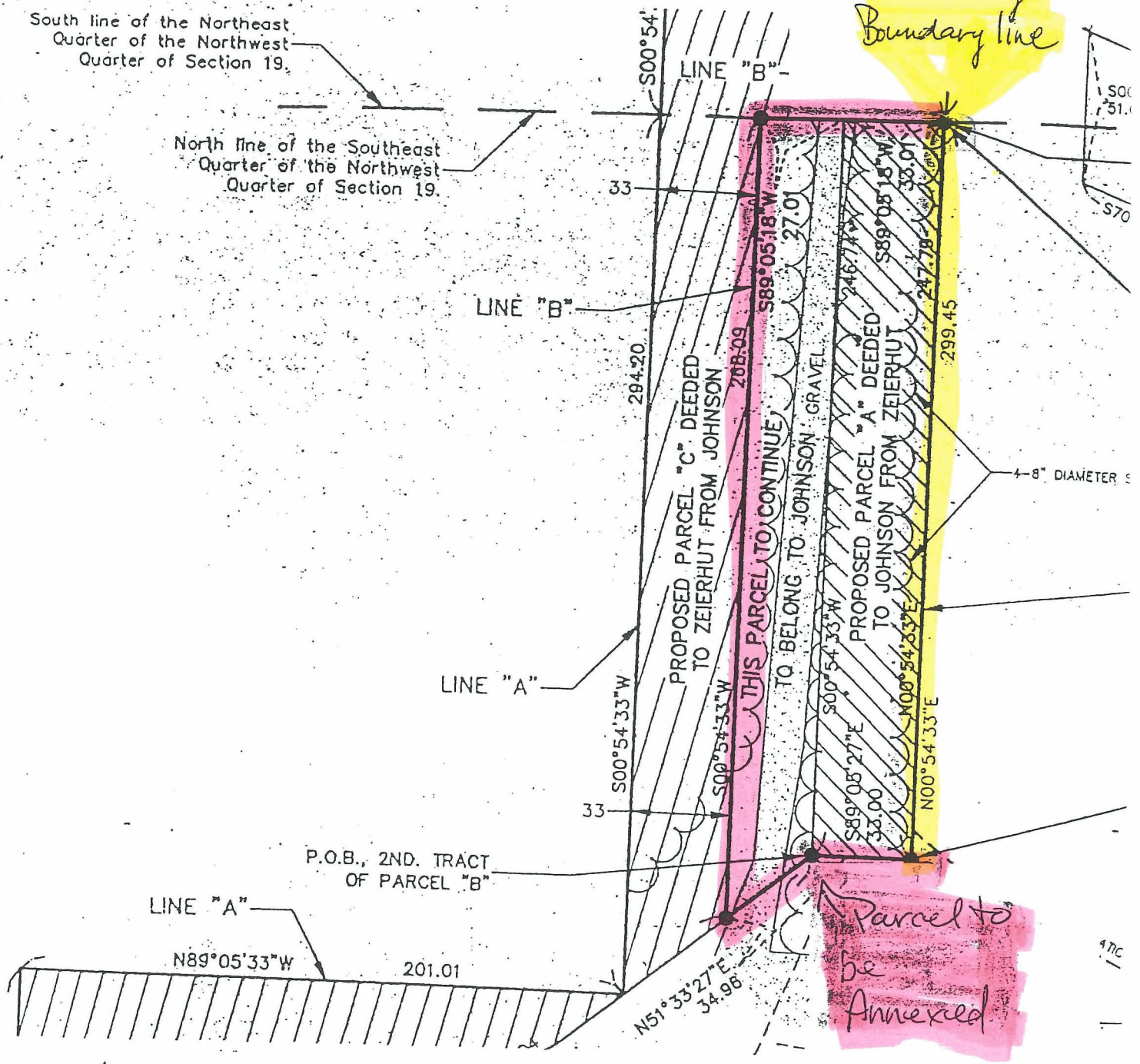
Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 19; thence South 89 degrees 05 minutes 18 seconds West (Basis of Bearings: Chisago County Coordinate System, NAD 83), along the north line of said Southeast Quarter of the Northwest Quarter, a distance of 60.02 feet; thence South 00 degrees 54 minutes 33 seconds West 268.09 feet to a point on the northwesterly line of the "main tract" as described in Warranty Deed dated December 15, 1961 and filed for record December 27, 1961 in book 86 of Deeds, Page 342 in the office of the County Recorder in and for said County and State; thence North 51 degrees 33 minutes 27 seconds East, along said northwesterly line, 34.96 feet; thence South 89 degrees 05 minutes 27 seconds East, along the northerly<sup>line</sup> of said "main tract", 33.01 feet to a point on the East line of the Southeast Quarter of the Northwest Quarter of said Section 19; thence North 00 degrees 54 minutes 33 seconds East, along said East line of the Southeast Quarter of the Northwest Quarter, a distance of 247.79 feet to the Point of Beginning.

Subject to easements of record.

**EXHIBIT B**

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

Current City  
Boundary line



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