

A JOINT RESOLUTION
PROVIDING FOR THE ORDERLY ANNEXATION
OF CERTAIN AREAS WITHIN SPRING LAKE TOWNSHIP
TO THE CITY OF PRIOR LAKE
PURSUANT TO MINNESOTA STATUTES § 414.0325

Spring Lake Township Resolution No. _____

City of Prior Lake Resolution No. _____

WHEREAS, Spring Lake Township, located in Scott County, Minnesota (hereinafter the “Township”) and the City of Prior Lake located in Scott County, Minnesota (hereinafter the “City”) designate for orderly annexation the land designated in Exhibit A and legally described in Exhibit B located within Spring Lake Township, County of Scott, Minnesota; and

WHEREAS, the Township and City agree as to the orderly annexation of the unincorporated land described; that both believe it will be to their benefit and to the benefit of their respective residents; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the Township and City may agree on a process of orderly annexation of a designated area; and

WHEREAS, on August 10, 2024 a Notice of Intent to designate an area of property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1(b); and

WHEREAS, the Township and City have agreed to all the terms and conditions for the orderly annexation of the described lands within this resolution; and

WHEREAS, the Township and City desire to set out the terms and conditions that will govern the Orderly Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED, jointly by the Township Board of Spring Lake Township and the City Council of the City of Prior Lake as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein and made part of this Joint Resolution.
2. **Designated Land.** This Joint Resolution is intended to establish an Orderly Annexation Agreement between Spring Lake Township and the City of Prior Lake (hereinafter “Agreement”). The Orderly Annexation Area consists of the land designated in Exhibit A and legally described in Exhibit B (hereinafter “OAA”), which Exhibits are incorporated herein and made part of this Joint Resolution. This Joint Resolution provides for the terms and conditions applicable to the Orderly Annexation of said land in the OAA.
3. **Municipal Boundary Adjustment Unit of the Minnesota Office of Administrative Hearings.** Upon approval by the Township and the City, this Joint Resolution shall confer jurisdiction upon the Municipal Boundary Adjustment Unit, or its designated successor (hereinafter “MBAU”) so as to accomplish said orderly annexations in accordance with the terms of this Joint Resolution.

- 3.1 Review and Comment by the MBAU. The Township and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation and that no consideration by the MBAU is necessary for individual annexations which occur in accordance with this Agreement. MBAU may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.
- 3.2 No Alteration of Boundaries. The Township and City mutually agree and state that no alterations by the MBAU of the stated boundaries of the area designated for orderly annexation is appropriate.

4. **Annexation Eligibility.** All property within the OAA is eligible for annexation at any time by property owner, City, or Township initiation so long as the annexation will not create an island of Township property completely surrounded by City property. Other than annexation of Township Islands as defined below, the City shall have sole discretion in whether or not to proceed with each annexation request.

4.1 Property Owner Initiated Annexation. Each separately defined “Parcel” (which has its own separate PID as shown in Scott County land records) within the OAA shall become eligible for annexation by property owner petition:

- If the Parcel is within 150 feet of City sewer and water and the City’s system has the capacity to serve the Parcel as determined by the City Engineer;
- If the Parcel abuts the City and the City’s system has capacity to serve the Parcel. The City may, but shall not be obligated, to make “Public Infrastructure” (defined to mean streets, curb and gutter, sanitary sewer, water, storm sewer, etc.) available within two (2) years to all Parcels annexed by Property Owner Initiated Annexation.

4.2 City Initiated Annexation. At any time, City may initiate annexation of a Parcel or Parcels within the OAA for the purpose of extending “Public Infrastructure” (defined to mean streets, curb and gutter, sanitary sewer, water, storm sewer, etc.).

- As required under paragraph 9 hereof, City initiated annexation shall make Public Infrastructure available within 150 feet of all annexed Parcels within two (2) years of the date the annexation is approved by MBAU.

4.3 Township Initiated Island Annexation. The Township and City acknowledge there are existing pockets of the Township which are completely surrounded by the City, which were previously identified as Annexation Areas 7.1 and 10.3 in the 2003 Orderly Annexation Agreement between Spring Lake Township and the City of Prior Lake (hereinafter referred to as “Islands” and identified in Exhibit D). Islands shall be annexed only by Township initiation, and not at the discretion of the City. The Township may determine that it is both in the best interest of the Islands and the rest of the Township that the Island or Islands become part of the surrounding City in order to consolidate boundaries and enhance services therefore, the Township may at any time require the City to annex either or both of these two Island properties within the OAA that are completely surrounded by the City. Annexation of Islands requested by the Township is subject to the following:

- The Township shall notify the City of this request by certified mail identifying all properties requested to be annexed.
- The City shall have a period of one (1) year from the date of notification to initiate the annexation of the properties associated with the request.
- No reimbursement of property taxes, as detailed in Paragraph 7 below, shall be required from the City to the Township for annexation of Islands.

The City may, but shall not be obligated, to make public infrastructure available within two (2) years to all Parcels annexed by Township Initiated Island Annexation.

To alleviate potential negative effects upon the City of the City annexing Islands which include streets in substantial need of repair, the Township and City agree, 165th Street E, Palomino Street NW, and McKay Court will be at a PASER rating of six (6) or an Overall Condition Index rating of 60, or greater, as determined by both the Township Engineer and City Engineer, with a recent seal coat and crack seal treatment within the two years prior to the date the Island annexation is initiated by the Township.

4.4 Resolution of City to Annex Areas. To annex any area in the OAA as set forth above, whether by property owner, City, or Township petition, the City shall pass a resolution. The resolution adopted by the City Council pertaining to the annexation in the OAA shall state:

- No action by Spring Lake Township or consideration by the chief administrative law judge or its successor is required to effectuate the annexation; and
- The chief administrative law judge or its successor may review and comment, but shall, within 30 days, order the annexation in accordance with the terms of the resolution.

5. **Annexation Outside of the OAA.** The Township and City acknowledge property owners have a right to request annexation of property abutting the City outside of the OAA. The City agrees it will not initiate the annexation of property located outside the OAA without written consent of the Township Board. Nothing in this section shall prohibit a property owner or Township from requesting the City annex Parcels located outside the OAA. The City shall have sole discretion in whether or not to proceed with a request to annex property outside the OAA.

6. **Township / City Property Taxes.**

6.1 Current Year Property Taxes. Property taxes payable on the annexed land shall continue to be paid to the Township for the year in which the annexation becomes effective.

6.2 Future Year Property Taxes. If the annexation becomes effective on or before August 1st of a levy year, the City will levy on the Area beginning with that same levy year. If the annexation becomes effective after August 1st of a levy year, the Township will continue to levy on the Area for that levy year, and the City shall not levy on the Area until the following levy year.

7. **Payment by the City to the Township for Property Annexed.** The City shall make a cash payment to the Township for land annexed. The amount of the payment shall be two (2) times the amount in taxes that Spring Lake Township levied against the annexed property in the year preceding annexation, exclusive of debt service and special levies. The payment is being made in consideration of tax revenues lost by the Township as a consequence of the annexation. The amount payable to the Township applies only to the areas annexed within a given year. The City shall remit payment in two (2) equal payments, the first payment is due by December 15th in the year the Area is annexed, and the second payment is due by December 15th in the year following annexation. This payment shall be the sole consideration paid by the City to the Township as a result of the annexation.

7.1 Publicly Owned or Exempt Property. When a property is annexed that is publicly owned or is currently exempt from local property taxes, the exemption shall be maintained, and no reimbursement shall be required from the City to the Township associated with such property.

7.2 Township Requested Island Annexation. Whether initiated by property owners or the Township, no reimbursement shall be made from the City to the Township for annexation of Island properties as detailed in Paragraph 4.3 above.

8. **Connection to Sanitary Sewer and Water**. Per Subsection 705.203 of Prior Lake City Code, as may be renumbered or amended from time to time, connections shall be made to the public water and sanitary sewer facilities within one (1) year of such facilities becoming available, unless the City Public Works Director or City Engineer determines that an extension of time is appropriate due to site conditions. Connections to the public water and sanitary sewer facilities may be delayed for a period of three years if the existing sewer system is compliant with all current State, County and City regulations as evidenced by the property owner providing to the City proof of compliance from the County. Connection can be further delayed if the sewer system is re-certified every three years from the original date of certification. If the sewer system is not compliant or the property owner fails to re-certify the system prior to the expiration of the three-year period, connection to the public facilities shall be made immediately.
9. **Special Assessments for Municipal Utilities**. Once an area has been annexed, reconstruction of the street and extension of sanitary sewer, storm sewer, and watermain will be completed at the City's discretion. City initiated annexation shall make Public Infrastructure available to all annexed Parcels within two (2) years of the date the annexation is approved by MBAU. The costs to construct the facilities will be specially assessed against benefiting properties pursuant to Minnesota State Statute 429, City Code and Policy.
10. **Utilities in Township Roads**. At such time as the City may desire to locate Public Infrastructure or municipal utilities in or under Township roads, rights-of-way, or easements in the OAA, the City shall first annex such roads, rights-of-way, or easements. The Township and City acknowledge if property on only one side of a street is being annexed, it may not be possible for the City to annex the entire right-of-way if the property lines are to the center of a street. In this case, the City will take over such road(s) as a City street pursuant to Minn. Stat. § 164.14, and the parties agree that a City takeover of such road(s) is an equitable division of costs. In such event, the Township will allow the City to locate municipal utilities in Township owned property, easements, and roadways within the OAA, subject to reasonable regulation by the Township.
11. **City Owned and Maintained Parks**. Within six months of approval of this Agreement, the City will work with the Township to transfer ownership of the following Parcels from the City to Township.
 - South Shore Park. Located at 2968 South Shore Drive, Prior Lake, MN 55372 (PID 119090270).
 - Raymond Avenue Park. No Address. Located on the South Shore of Spring Lake consisting of thirteen (13) Parcels (PIDs 110110140, 110110120, 110110110, 110110100, 110110090, 110110080, 110110070, 110110060, 110110050, 110110040, 110110030, 110110020, and 110110010).
 - Raymond Avenue Natural Area. No Address. Located on the South Shore of Spring Lake consisting of two (2) Parcels (PIDs 110110190 and 110110200).
 - Stormwater Pond Parcel. 2255 Raymond Avenue, Jordan, MN 55352 (PID 110110220). Prior to transfer of ownership, City shall record an easement necessary to ensure the City has the ability to access and maintain Public Infrastructure located on the Parcel.
 - Natural Area located south of Raymond Avenue. No Address. (PID 110110240).

The Township agrees to accept the Parcels, including improvements, in their existing condition as of the date of property transfer. As of the date of the property transfer, the Township shall assume ownership and maintenance responsibilities for the property and improvements and the City shall no longer have any maintenance responsibilities.

12. Planning and Land Use Control Within the Orderly Annexation Area. Pursuant to Minnesota Statutes Section 414.0325, subd. 5 (a) and (b), this Joint Resolution delegates planning and land use authority within the OAA to the City. Planning and land use authority shall include, but is not limited to, annexation, comprehensive land use plan amendments, conditional use permits, variances, zoning map amendments, zoning ordinance text amendments, building permits (including structures, decks, finishes, accessory structures, retaining walls, signs, solar, siding, fences, excavation/grading, additions/alterations, windows, doors, etc.), preliminary and final plats, planned unit developments, registered land surveys, administrative land combinations, administrative land subdivisions and regulatory authority, permitting, inspections and enforcement of wetlands pursuant to the Minnesota Wetlands Conservation Act.

- 12.1 Subsurface Sewage Treatment Systems (SSTS). All jurisdiction and regulatory authority, including permits, inspection, and enforcement for subsurface sewage treatment systems within the OAA shall continue to remain with Scott County.
- 12.2 Accessory Buildings and Structures. The City acknowledges larger acreage Parcels exist within the OAA and property owners have, or may desire to build, accessory structures that are larger than permitted by Prior Lake City Code. The City shall initiate an ordinance amendment process to amend its zoning ordinance related to accessory structures and animals to be more in line with Scott County's standards for residential accessory buildings and animals in the OAA.
- 12.3 Future Zoning Amendments. The Township and City agree to work in good faith to address any additional discrepancies that may arise between the Scott County and the City of Prior Lake zoning ordinances. The City will provide notice to the Township Board when requests for a variance, conditional or interim use permit, vacation of easements or roads in areas of the OAA which have not been annexed are received in order for the Board to review and provide a nonbinding recommendation to the City regarding the same. The Board will provide a written response within 30 days of notice. Lack of response shall be deemed a recommendation of approval by the Township

13. Street Maintenance and Reconstruction within the Orderly Annexation Area. The Township and City have an existing street and road maintenance agreement known as the "City of Prior Lake / Spring Lake Township Maintenance Agreement." The Township and City intend to revise or negotiate a new road maintenance agreement to address maintenance and replacement responsibilities for all streets and roads where the Township and City share political boundaries. Until such time as a revised or new road maintenance agreement is reached, Paragraph 13 shall regulate the maintenance, replacement, and cost sharing responsibilities for the Township and City for streets, roadways, and facilities within the OAA, including 160th Street NW, 170th Street E, 174th Street E., Dairy Lane, Langford Avenue, 165th Street E., McKay Court, Palomino St. NW, and 161st Street E.

- 13.1 Road Maintenance Prior to Annexation. The Township shall continue its normal maintenance of existing Township roads, bridges, drainage facilities, and street signage for any roads and facilities located within the OAA until the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU. Maintenance of infrastructure within

the OAA by the Township shall be consistent with other standard maintenance practices employed by the Township elsewhere.

13.1.1 No Assumption of Public Improvements Payment Obligations. The Township may assess, levy, finance, or otherwise incur debt attributable to road maintenance and reconstruction prior to annexation; however, the Township shall be solely responsible for bearing the costs associated with repaying any debt or financing unless a previous agreement is reached between the Township and City and except as follows: If improvements to infrastructure regarding public roads, including but not limited to paving, ditching, drainage, mill and overlay, and culverts (“Public Improvements”) are required on Dairy Lane, Langford Avenue, and/or the paved portion of 170th Street East for which the Township wishes to be reimbursed, and the City consents in writing to such Public Improvement, the cost of said Public Improvement shall be amortized in equal annual payments over a 20 year life beginning on the date of project acceptance by the Township or six (6) months from the start date of the Public Improvement project, whichever is less. For Public Improvements agreed to in writing by the City, the City shall be responsible for assuming the balance of the amortized cost as of the date the annexation is approved by MBAU. If only a portion of the street is annexed, the City shall be responsible for a proportional share of the amortized cost based on the frontage of the street annexed. Other than Public Improvements agreed to in writing by the City, the City does not assume 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. Nothing in this paragraph shall prohibit the Township and City from entering into an alternative cost sharing agreement for specific Public Improvement projects.

13.1.2 Public Improvement Cost Reimbursement. The Township shall not undertake any street, roadway, facility, or other public improvements within the OAA for which it wishes to receive reimbursement without first obtaining a written agreement with the City. Proposed projects for which the Township wishes to receive a reimbursement following annexation will be reviewed by the Township and City on a case-by-case basis. The Township and City anticipate establishing an average life for the proposed improvements (e.g. 20 years) and applying a depreciating scale for the improvement over the anticipated life. The individual written agreements will identify the total cost of the improvement, anticipated life of the improvement, and the City responsibility for reimbursement to the Township based on the actual date of annexation and approval by MBAU.

13.2 Road Maintenance Following Annexation. The City shall assume maintenance responsibilities of all roads, bridges, drainage facilities and street signage for any roads and facilities located within the OAA once the property adjacent to or surrounding such roads and facilities is annexed by the City and approved by MBAU. The entire road (i.e. both sides of the road) shall be maintained by the City where the City has annexed property abutting one side of the road. Maintenance includes deicing, plowing, seal coating, and crack sealing. The length of road subject to this paragraph shall be limited to the length of road directly abutting the property annexed under this Agreement.

- 13.3 Road Maintenance Agreements. Nothing in this Agreement shall prohibit the Township and City from entering into agreements related to street maintenance and reconstruction responsibilities.
- 13.4 Use of Township Roads. For all properties annexed under this Agreement, the City shall require its developer's agreements to address:
- 13.4.1 Construction Traffic. During development (including construction) all construction traffic shall use State Trunk Highways, Scott County Highways or City streets, and that Township roads be used only when no State Trunk Highway, Scott County Highway or City streets are available.
- 13.4.2 Road Improvements. All roadways abutting or serving new developments be improved by the developer and/or property owner from the access of the development to the nearest County, City, or State road.
- 13.4.3 Clean Up and Damage. A requirement that the developer keep the streets clean and assume full financial responsibility for any damage which may occur to public streets, utility systems, and other public property damage occurring as a result of construction activities.
- 13.5 Undue Burden on Township 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 Township roads because City development imposes an undue burden on Township roads that serve the annexed property. The Township and City agree that in those instances the existing City of Prior Lake / Spring Lake Township Maintenance Agreement, or subsequent agreement, will be amended or a separate standalone agreement will be negotiated to address those situations.

14. South Shore Drive and Vergus Avenue Neighborhoods. The Township and City acknowledge certain residents in the South Shore Drive and Vergus Avenue neighborhoods, previously identified as Areas 24.1, 24.2, and 24.3 in the 2003 Orderly Annexation Agreement between Spring Lake Township and the City of Prior Lake, and which parcels are identified by their PID numbers as of the date hereof on Exhibit C ("South Shore/Vergus Area"), are receiving a unique and special benefit of City sanitary sewer and water service. The Township and City intend to negotiate a utility maintenance agreement to address the long-term maintenance and replacement of utilities within the South Shore Drive and Vergus Avenue neighborhoods. Until such time as a utility maintenance agreement is reached, Paragraph 14 shall regulate the maintenance, replacement, and cost sharing responsibilities for the Township and City for all public utilities within the South Shore Drive and Vergus Avenue neighborhoods. For avoidance of doubt the Township and City agree that Areas 24.1, 24.2, and 24.3 shall not be subject to annexation during the term of this Joint Resolution, other than by property owner petition.

- 14.1 Utility Rates. Based on the unique and special benefit of City sanitary sewer and water service, the Township and City agree that an increased utility rate is appropriate. The City reserves the right to charge a fair but higher utility cost for the Parcels within the Township receiving city sewer and water service; however, in no event shall the increased utility cost exceed an additional 20 percent over the rate paid by Prior Lake City residents.
- 14.2 Township and City Responsibility for Future Infrastructure Replacement Costs. When replacement of the infrastructure in this area becomes necessary in the future, the Township and City acknowledge the Township shall be responsible for the costs related to future storm sewer, street improvements, and right-of-way acquisition and the City shall be responsible for

the costs related to future water and sanitary sewer improvements, including lift stations, generators and other equipment, including replacement and maintenance.

14.3 Regional Limitations in Sanitary Sewer Capacity. The Township recognizes that certain regional limitations in sanitary sewer capacity exist in this area. As such, the Township shall not permit any additional sanitary sewer connections in this area without the prior written consent of the City, except that certain properties which already have stubbed in connections may connect with a sewer connection permit only from the City so long as they do not exceed the 160 connections as designated in the sewer agreements for South Shore Drive and Vergus Areas.

The City acknowledges some properties in the South Shore/Vergus Areas do not have sanitary sewer service and either do not have an ability to construct a secondary septic system or the construction would have a significant environmental burden. In such cases, connection to the sanitary sewer system utilizing a Personal Sanitary Sewer Connection may become necessary. Such connections will not require a petition from property owners but will require review and approval by the City and Township engineers. The City will work with the Township in good faith to address additional individual situations should they arise. Any costs related to expansion of sanitary sewer and water services shall be the responsibility of the property owner(s) requesting such services.

15. Joint Meetings. The Township and City mutually agree to conduct a minimum of one (1) joint meeting each calendar year to discuss matters relating to this Agreement and to facilitate communication between the City and the Township with respect to annexation matters. The location and time for each meeting shall be determined jointly by the Township and City. At a minimum, one elected official of each legislative body shall be required to attend the meeting. Failure to hold such a meeting shall not invalidate the remainder of this Joint Resolution. Joint meeting topics may include, but are not limited to:

- Potential amendments to this Agreement;
- Specific development proposals on property within the annexation area;
- Specific annexation petitions; or
- Discussion of contemplated or ongoing planning studies or capital improvement projects by the City or Township that potentially impact or affect the annexation area.

16. Disputes and Remedies. An orderly annexation agreement is a binding contract upon all parties to the agreement and is enforceable in the district court in the county in which the unincorporated property in question is located. The Township and City agree as follows:

16.1 Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the respective Township and City 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.

16.2 Adjudication. 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, 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..

17. **Termination**. This Joint Resolution terminates when all of the Orderly Annexation Area has been annexed into the City or 50 years has passed since the execution of this Agreement, whichever is longer.
18. **Severability**. The provisions of this Joint Resolution are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, or unenforceable, such decision shall not affect the remaining provisions of this Joint Resolution.
19. **Amendments**. Any amendment to this Joint Resolution shall be adopted pursuant to the process and laws governing and applied to the adoption of this Joint Resolution. This Joint Resolution may not be unilaterally amended by action of the governing body of either the Township or the City. Amendment of this Joint Resolution will require approval of each governing body.
20. **Costs Associated with the Orderly Annexation Agreement**. Each party shall pay its own costs incurred in the negotiation, development, and implementation of this Agreement.
21. **Headings**. Headings are included solely for the purpose of reference. The language in a heading shall not be interpreted as a substantive provision of this Joint Resolution.
22. **Effective Date**. This Joint Resolution and Agreement shall be effective upon adoption by the governing bodies of the Township and City and approval by the MBAU. This Joint Resolution shall be filed by the City with the MBAU after adoption by the parties.
23. **Termination of Prior Agreement**. This Joint Resolution is intended to establish an Orderly Annexation Agreement between the Township and City and further intended to supersede any previous Orderly Annexation Agreements between the parties hereto. Any prior Orderly Annexation Agreements existing between the parties pertaining to annexation of property from the Township to the City shall be considered terminated upon the effective date of this Joint Resolution.

(Signatures Appear on the Following Pages)

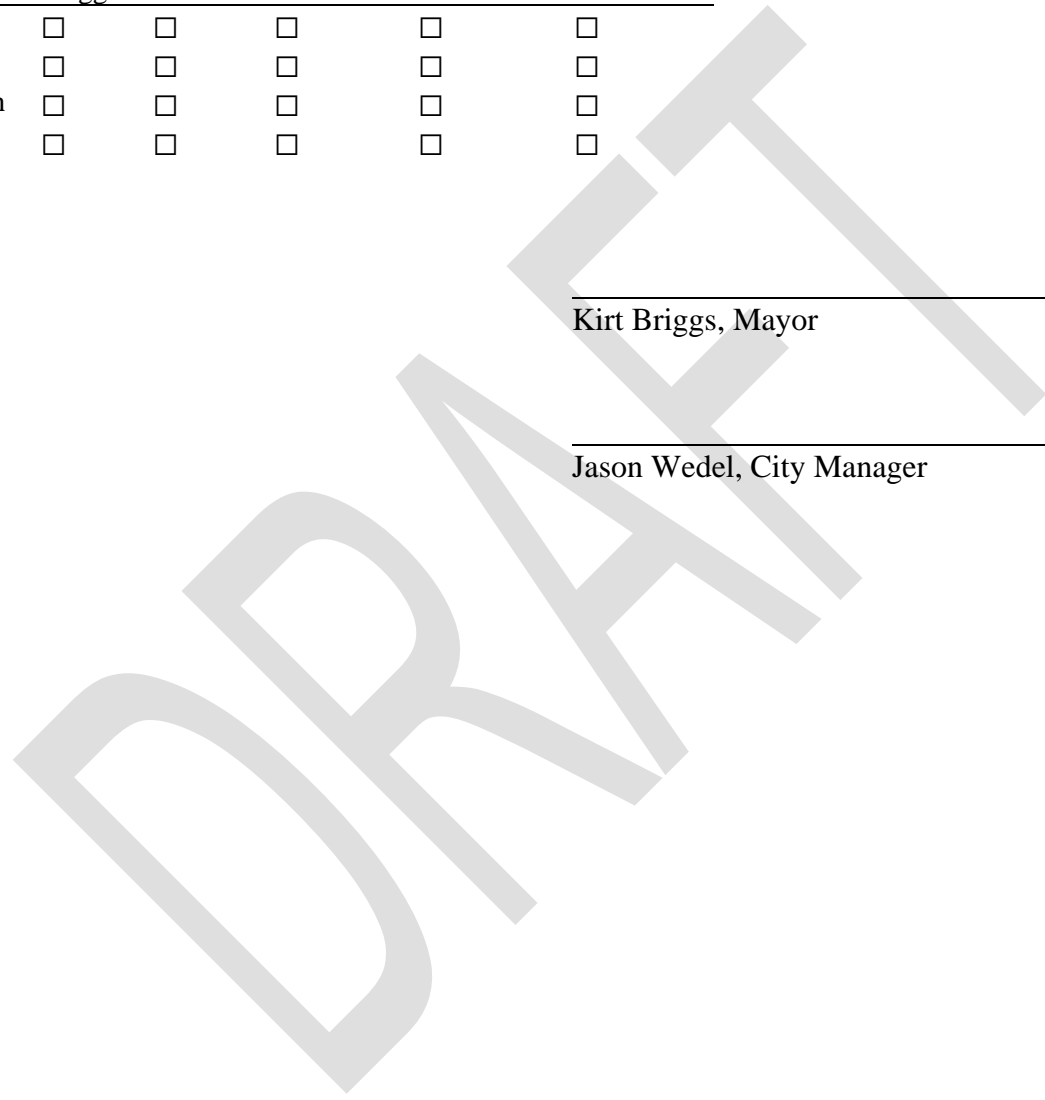
Adopted by the City Council of the City of Prior Lake, Scott County, Minnesota this ____ day of _____, 2024.

MOTION BY: _____ **SECOND BY:** _____

VOTE	Briggs	Braid	Burkart	Churchill	Lake
Aye	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kirt Briggs, Mayor

Jason Wedel, City Manager



Adopted by the Board of Supervisors of Spring Lake Township, Scott County, Minnesota this ____ day of _____, 2024.

MOTION BY:

SECOND

BY:

VOTE	Kowalski	Quinn	Berens
Aye	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ted Kowalski,
Chairperson, Spring Lake Township Board of Supervisors

DRAFT

This instrument was drafted by:
City of Prior Lake
4646 Dakota Ave SE
Prior Lake, MN 55372

EXHIBITS

- Exhibit A** - Map of land areas to be annexed to the City of Prior Lake
- Exhibit B** - Legal description of each of the lands to be annexed by the City of Prior Lake pursuant to this OAA.
- Exhibit C** - PID numbers for South Shore/Vergus Area.
- Exhibit D** - PID Numbers for Township Island Areas

DRAFT

EXHIBIT A

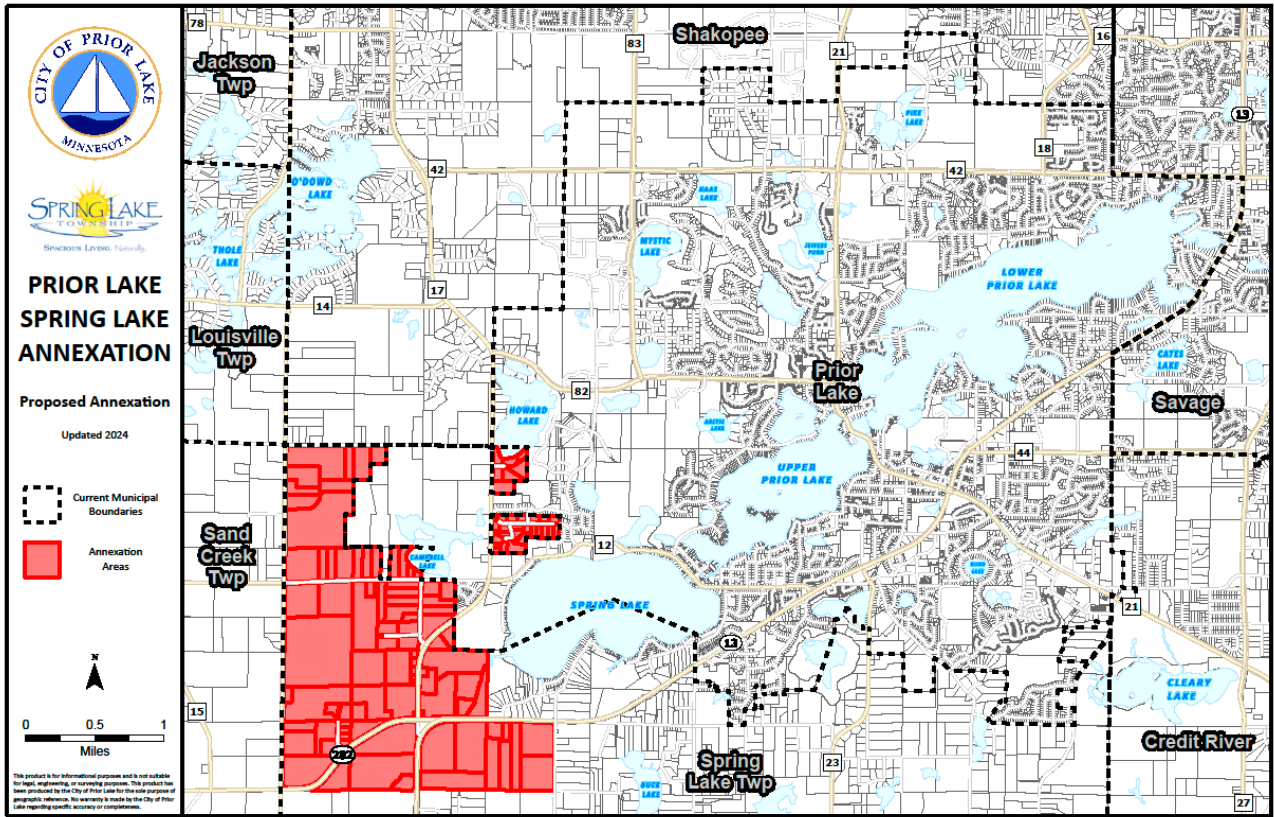


EXHIBIT B
LEGAL DESCRIPTIONS

of each of the lands to be annexed by the City of Prior Lake pursuant to this OAA

The Northwest Quarter of the Northeast Quarter of Section 5, Township 114, Range 22, Scott County, Minnesota.

And

That part of the west 856.80 feet of the South Half of the Northeast Quarter of Section 5, Township 114, Range 22, Scott County, Minnesota lying north of the south 831.24 feet of said South Half of the Northeast Quarter.

And

All of Autumn Acres and all of Autumn Acres Second Addition, according to the recorded plats thereof, Scott County, Minnesota.

And

That part of the Southeast Quarter of Section 5, Township 114, Range 22, Scott County, Minnesota described as follows: Beginning at a point on the West line of said Southeast Quarter, distant 1055.50 feet North of the South quarter corner of said Section 5; thence East at right angles to said West line a distance of 378.0 feet; thence North and parallel to said West line a distance of 346.0 feet; thence West at right angles a distance of 378.0 feet; thence South to the point of beginning.

And

The Northwest Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota.

And

The West Half of the Northwest Quarter of the Northeast Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota.

And

The North 735 feet lying westerly of the east 66.00 feet of the East Half of the Northwest Quarter of the Northeast Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota.

And

The Southwest Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota, EXCEPT the East one-fourth of the Northeast Quarter of said Southwest Quarter.

And

The South Half of the Southeast Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota,

EXCEPT the West 355 feet of the East 1,575 feet, as measured along the South line thereof, of the South one-half of the Southeast Quarter of Section 6, Township 114, Range 22, Scott County, Minnesota.

And

Section 7, Township 114, Range 22, Scott County, Minnesota.

And

The Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the Southwest Quarter of Section 8, Township 114, Range 22, Scott County, Minnesota.

And

The North Half of Section 17, Township 114, Range 22, Scott County, Minnesota.

And

The North Half of Section 18, Township 114, Range 22, Scott County, Minnesota.

EXHIBIT C PID NUMBERS OF SOUTH SHORE/VERGUS AREA

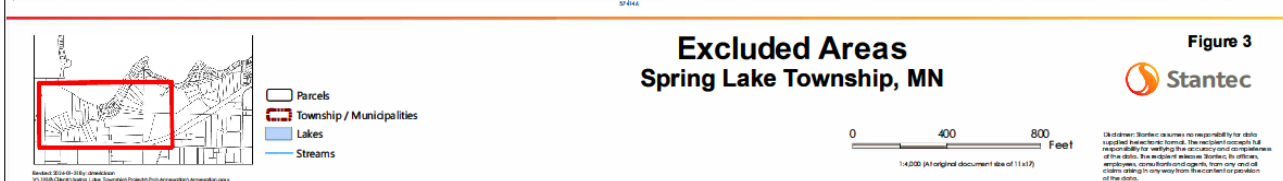
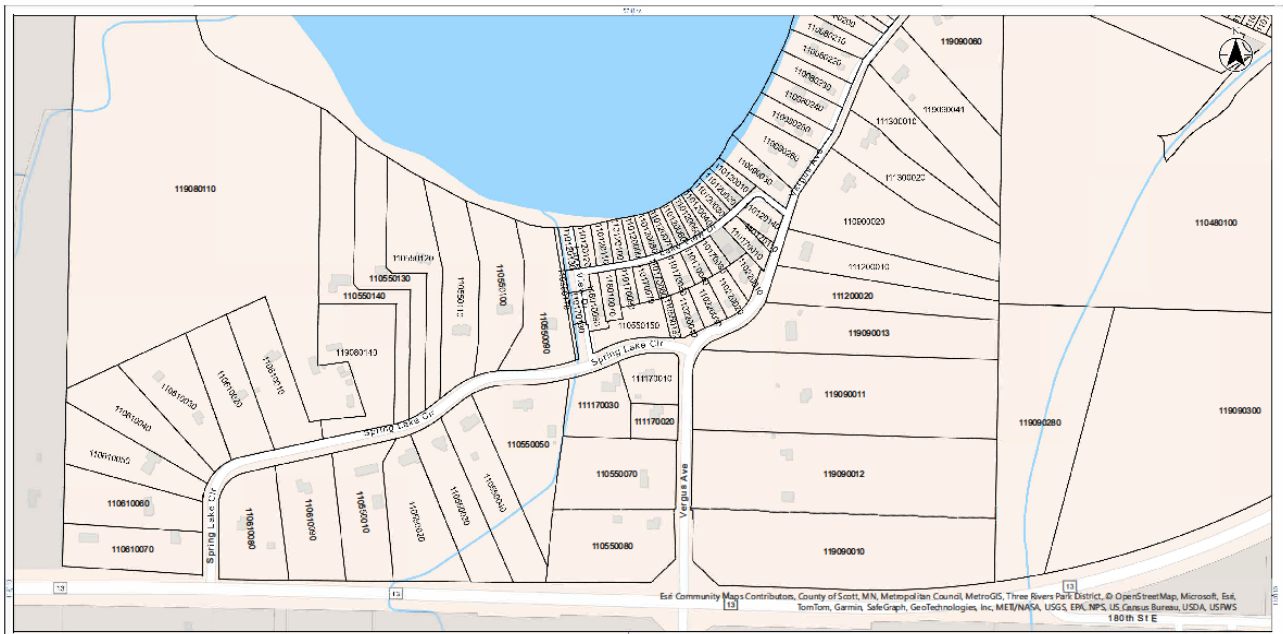
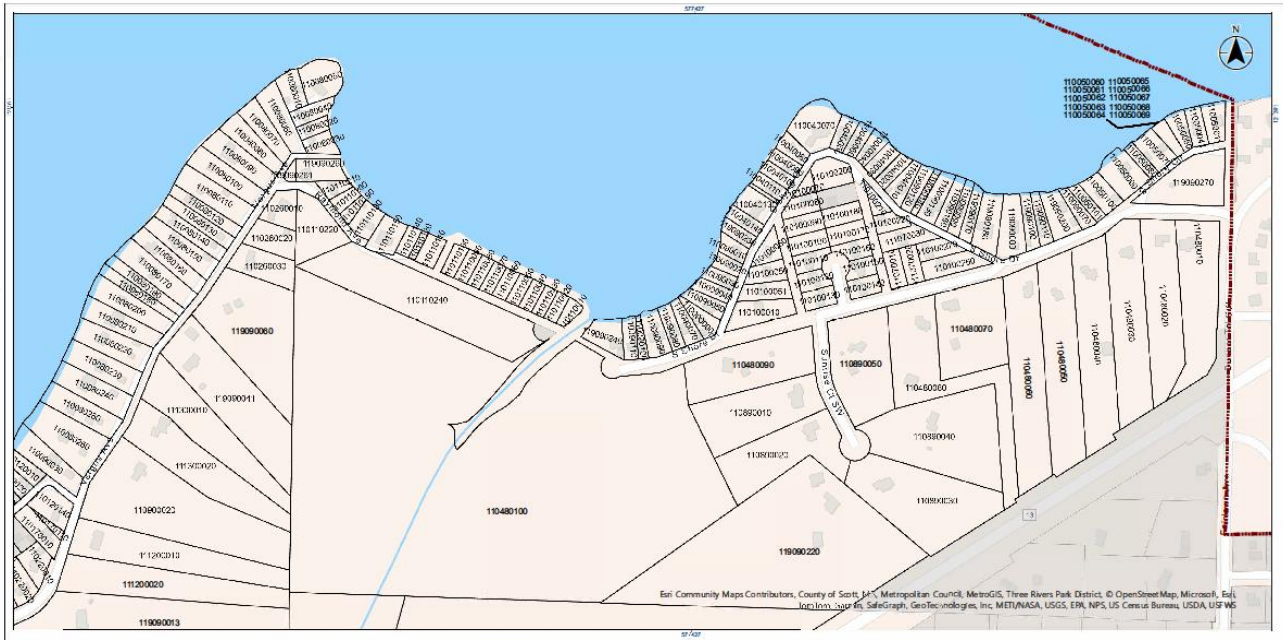
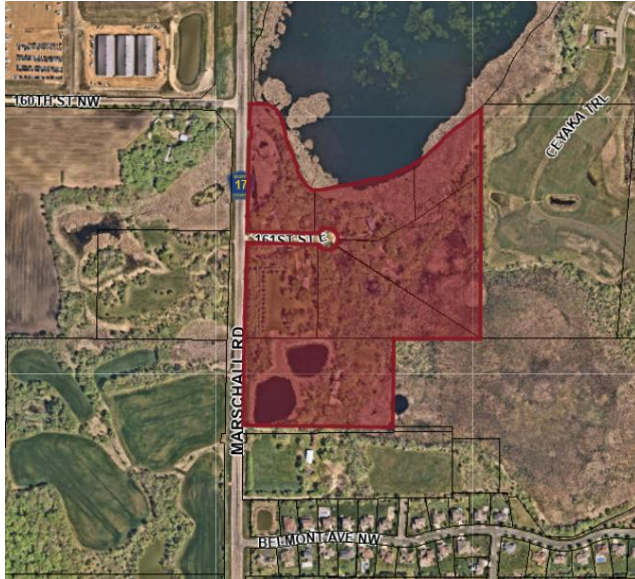


EXHIBIT D
TOWNSHIP ISLAND

Area 7.1 on 2003 Orderly Annexation Agreement between the City of Prior Lake and Spring Lake Township.

- PIDs**
- 119050090**
- 119050130**
- 119050031**
- 119050100**
- 119050080**
- 119050120**
- 119050110**



Area 10.3 on 2003 Orderly Annexation Agreement between the City of Prior Lake and Spring Lake Township.

- PIDs**
- 110930060**
- 110930080**
- 110980010**
- 110930030**
- 110930110**
- 110930040**
- 110930140**
- 110930200**
- 110930010**
- 110980020**
- 110930210**
- 110930120**
- 110930150**
- 110930090**
- 119050200**
- 110930190**
- 110930100**
- 119050201**
- 110930020**
- 110980030**
- 110930130**



110930070
110930050

DRAFT