

JOINT RESOLUTION AS TO ORDERLY ANNEXATION BY AND BETWEEN THE CITY OF ST. CLOUD AND THE TOWN OF HAVEN

CLEAN DRAFT - Updated per editorial review of the 9.24.26 draft. Prepared September 25, 2026 for Township attorney review. Draft watermark removed; exhibit and section numbering standardized; merged/re-duplicated sections restored. Tracked changes are provided in the separate redline document.

WHEREAS clauses

WHEREAS, the City of St. Cloud (the "City") and the Town of Haven (the "Town") previously entered into an orderly annexation agreement in 2010 (Haven Township Resolution No. 2010-3, City of St. Cloud Resolution No. 2010-10-191); and

WHEREAS, the City and the Town desire to provide for the orderly development of areas of the Town that are or are about to become urban or suburban in character, replacing and updating the 2010 agreement; and

WHEREAS, the City and the Town wish to encourage development and extension of services to those properties which are contiguous to the City limits prior to properties which are not adjacent to the City boundaries; and

WHEREAS, the City and Town wish to limit non-farm rural development within those areas surrounding the City until such time as municipal services are available and to ensure that growth occurs in an orderly manner; and

WHEREAS, the City and the Town have reached an agreement which is in the best interest of citizens of the City and Town, ensuring enhanced representation of the Town's interests.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL of the CITY OF ST. CLOUD and the BOARD OF SUPERVISORS of the TOWN OF HAVEN:

1. Repealer.

The parties agree the previous Joint Resolution as to Orderly Annexation between the City of St. Cloud and the Town of Haven, adopted in 2010, is hereby repealed and superseded by this Agreement.

2. Description of Area to be Annexed ("Designated Area").

The following described areas are properly subject to orderly annexation under and pursuant to Minnesota Statutes Sec. 414.0325, and the parties designate these areas for orderly annexation as provided by statute:

A. That area set forth on the attached map (Exhibit A) and legally described by Exhibit B. The designated area shall be identified as Tract 1, Tract 2, Tract 3, and Tract 4, as further detailed in the Exhibits.

B. No lands outside of Exhibits A and B may be annexed under this agreement.

3. Office of Administrative Hearings Jurisdiction.

Upon approval by the parties, this agreement shall confer jurisdiction upon the Office of Administrative Hearings (the "Office") and the Municipal Boundary Adjustment Unit Chief Administrative Law Judge ("Chief Judge") so as to accomplish said orderly annexation in accordance with the terms of this agreement.

4. No Alterations of Boundaries.

The City and the Town mutually state that no alteration by the Office or the Chief Judge of the boundaries

of those areas designated herein for orderly annexation is appropriate. Any alterations of boundaries may only be made upon the joint agreement of the Town and City.

5. Conditions for Annexation.

The City and the Town mutually state that this Resolution sets forth all of the conditions for annexation of the areas designated herein for orderly annexation and that no consideration by the Office or the Chief Judge is necessary. The Office and Chief Judge may review and comment, but shall, within thirty (30) days, order annexation, subject to the provisions of Paragraph 6.

6. Approval Process.

The Town and City mutually agree and state that this Joint Resolution and Agreement sets forth all the conditions for annexation of the areas graphically depicted on Exhibit A and legally described on Exhibit B and that no consideration by the Office or Chief Administrative Law Judge is necessary. At such time as the conditions for annexation of the areas set forth on Exhibits A and B, or a portion thereof as described in this Agreement, have been met, upon receipt of a Resolution for Annexation from the City, the Office or Chief Administrative Law Judge may review and comment, but shall, within thirty (30) days, order the annexation in accordance with the terms of this Joint Resolution.

6.a Agricultural and/or Undeveloped Land.

- (i) Petition requesting annexation signed by owners of 100% of individual parcels of record for agricultural and/or undeveloped properties in an area proposed for annexation; or
- (ii) Agreement of both the City Council and the Town Board.

6.b Developed Property.

- (i) Seventy-five percent (75%) of the owners of individual parcels of record for developed property in an area proposed for annexation sign a petition requesting annexation; or
- (ii) Agreement of both the City Council and the Town Board.

When a petition for annexation of developed lands involves more than one property, all such properties must be contiguous to each other. All of the properties considered to be developed are described in Exhibit C.

"Residential Subdivisions" of land resulting in a lot(s) of 10 acres or less that are approved subsequent to the effective date of this agreement will be considered developed. A petition for property to be annexed that is not part of a platted or non-platted residential subdivision must be signed by 100% of the individual owners of the property proposed to be annexed. The property owner(s) must petition the City and the Township simultaneously for annexation. At such time as the petition is filed with the Township, the property owner(s) shall pay the Township the per-acre amount pursuant to the provisions of Paragraph 9 ("Tax Reimbursement") of this Agreement. The City agrees not to process any application for annexation under this Agreement until such time as the City receives written confirmation from the Township that the amounts owed under Paragraph 9 have been paid. Any property utilized for commercial or industrial purposes and which has been developed with buildings or other significant structures is considered developed.

6.c Surrounded Properties.

Any property, whether in Tract 1, 2, 3, or 4, which is less than 40 acres in size and that is entirely surrounded by the City may be annexed by the City at any time ten (10) years after the date it becomes surrounded by the City, so as to meet the requirements of Minn. Stat. Sec. 414.033, subd. 2(2), except that the municipal airport boundaries shall not be considered a point of abutment for such consideration.

6.d Phased Annexation.

Unless otherwise agreed to by the Parties, only property within the above described Designated Area shall be annexed to the City by the Office upon receipt of the City's annexation resolution. Unless otherwise agreed to by the Town Board, annexation of land in Tract 2 shall only be considered after 70% of the acreage of Tract 1 is annexed to the City; annexation of land in Tract 3 shall only be considered after 85% of the total acreage of Tract 2 is annexed to the City; and annexation of land in Tract 4 shall only be considered after 85% of the acreage of Tract 3 is annexed to the City.

6.e City Not to Initiate Annexation.

The City will not initiate annexation within the Designated Area, unless petitioned for by property owners or as otherwise provided in this Agreement.

7. Provision of Municipal Utility Service.

7.a Sewer Extension a High Priority. Extension of sanitary sewer service to annexed properties requesting sewer service will be a high priority by the City.

7.b Assessment or Connection Charges. Assessment or connection charges to annexed properties will be at the City's officially established rate applicable citywide for improvements of a similar type at the time of benefit and/or connection to said service.

7.c Timeline for Connection. Annexed properties must connect to municipal services on the earlier of one of the following:

- (1) The property owner petitions for service;
- (2) The property is sold or otherwise transferred for purposes other than agricultural;
- (3) Construction of new non-agricultural buildings or expansion of existing non-agricultural buildings occurs on the property;
- (4) The property's septic system is failing;
- (5) State or Federal law requires connection; or
- (6) Three years from readily available (installed abutting or directly adjacent to the property) sanitary sewer and/or water services.

7.d Siting of Municipal Services in Township. In order to facilitate orderly development of the Orderly Annexation Area and to avoid the annexation of land in the Orderly Annexation Area merely for the purpose of installation of roadway, utilities, and drainage improvements (collectively, the "Municipal Services"), the Township may consent to the construction of Municipal Services prior to annexation provided the City has obtained fee title or easements necessary. The City shall reimburse the Township for the cost to repair any road damage that may occur as a result of City construction of said Municipal Services within the Township road right of way.

Prior to commencement of any City construction of Municipal Services within Township road right of way, the Township and City shall jointly document the existing condition of the affected roadway and right of way through photographs, video, and written inspection notes. The Township's determination of baseline condition shall control unless the City provides contrary engineering documentation of equal or greater detail. If a dispute arises regarding the nature, extent, or cause of damage to the roadway or right of way, the parties shall each obtain an engineering assessment. If the assessments differ, the parties shall jointly retain a neutral third-party engineer, whose determination shall be final. The City shall reimburse the Township for all costs incurred by the Township in connection with documenting baseline conditions, obtaining engineering assessments, and resolving any dispute, including Township attorney's fees. The City shall pay all invoices issued by the Township under this section within thirty (30) days of the invoice.

date. Any unpaid balance shall accrue interest at the statutory rate under Minn. Stat. Sec. 471.425, and the Township may suspend or revoke consent for any further City construction activities within Township right of way until all outstanding amounts are paid in full.

7.e No Pre-Annexation Assessments. The City shall make no assessments or charges to properties for any improvements prior to their annexation. Nothing in this subsection limits or impairs the Township's authority under Minn. Stat. ch. 429 to levy special assessments for improvements constructed prior to annexation. Any special assessment adopted by the Township before annexation shall remain valid, enforceable, and a lien upon the benefited property after annexation. If the Township has deferred an assessment under Minn. Stat. Sec. 429.061, subd. 3, such deferral shall continue in effect following annexation, and interest shall continue to accrue at the rate established in the Township's assessment resolution unless expressly waived by the Township. Upon annexation, the City shall be responsible for billing, collecting, and remitting any outstanding or deferred Township assessments in accordance with the payment schedule that would have applied had annexation not occurred. Annexation shall not extinguish, reduce, delay, or otherwise alter the obligation to pay any Township assessment or the interest accruing thereon.

7.f Services Before Annexation. The City and Township state that the following municipal services shall be installed and accessible to 100% of property annexed under this Agreement prior to the date it is annexed: Sewer Service, Water Service, Police Service, Fire Service, First Response Service. If substantially all of the annexed property is not so served with municipal services on the timelines noted, no future annexations of any property from the Township to the City under the terms of this Agreement may occur until said services are extended to all of the previously annexed properties.

8. Provision of Other Municipal Services.

The City shall be responsible for the provision of all normal and customary municipal services to annexed properties.

9. Tax Reimbursement.

The parties agree the City will reimburse the Town a portion of the taxes levied on annexed properties for a 10-year period following annexation as provided in this section.

9.a All Properties. For all annexed properties, whether commercial, industrial, residential, agricultural, developed, or undeveloped, the annual tax reimbursement payment shall be calculated each year during the ten (10) year reimbursement period as follows:

Township Tax Reimbursement = (Assessor's Estimated Market Value of Annexed Property for the current tax year) x (Township's certified tax capacity rate for the current tax year).

It is the intent of the parties that this payment reflects the amount of taxes that would have been collected by the Town had the property remained within the Township for that tax year. The City shall provide the Town with a written statement each year identifying the values, tax rates, and calculations used.

All such payments shall be made annually, on or before December 1, based on taxes collected by the City during that same year. If payment is not received within thirty (30) days of the due date, the unpaid amount shall accrue interest at the rate of ten percent (10%) per annum until paid in full.

The City agrees that it shall remit all delinquent taxes, charges, and assessments collected at the time of sale of annexed 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, or This Old House, and taxes that were deferred under one of these programs are paid to the City, the City shall remit to the

Township the amount which was deferred during the time the property was in the Township.

9.b Developed Commercial/Industrial Properties. In addition to the tax reimbursement payment provided for above, the City's reimbursement of taxes collected on commercial and industrial properties which were developed prior to annexation will continue for an additional 10 years (after the 10 years provided for above) at a rate of 20% of the fixed amount paid during the initial 10-year reimbursement term as provided for above.

9.c Payment. The City shall make its payment to the Town once each year, prior to December 1st of each year, based on the monies the City has collected.

10. Taxes, Deferred Program Obligations, Outstanding Assessments, and Non-Assumption of Township Debt.

By signing this Agreement, 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. Annexation shall not extinguish, reduce, delay, or otherwise alter any obligation to pay delinquent taxes, deferred program taxes, or special assessments originally imposed while the property was located in the Township.

Upon annexation of any property, the City shall remit to the Township all delinquent taxes, charges, and assessments collected at the time of sale of annexed property if such taxes, charges, or assessments were originally payable while the property remained in the Township.

When a property no longer qualifies for special tax treatment under Green Acres, Agricultural Preserves, CRP, This Old House, or any other applicable program, and deferred taxes attributable to the period during which the property was located in the Township are paid to the City, the City shall remit to the Township the full amount of such deferred taxes within thirty (30) days of receipt.

To the extent applicable, upon annexation of a given area, the City shall collect and pay to the Township any outstanding special assessments for public improvements or services imposed by the Township under Minnesota Statutes, chapters 429, 365A, or other applicable law. The City shall forward to the Township, upon receipt, all special assessment payments resulting from assessments levied by the Township. The City shall remit such amounts within thirty (30) days of each tax distribution containing the assessed amounts and shall continue doing so until the assessment, including all applicable interest, is paid in full.

11. Tax Step-Up for Platted Developed Residential Property.

For platted, residentially developed properties existing in the Town on the effective date of this Agreement, the tax rate of the City imposed on the annexed properties shall be increased in substantially equal proportions over a six-year period to equality with the tax rate on the property already within the City.

12. Joint Planning Board.

The parties agree that the zoning for the Designated Area shall be administered by a Joint Planning Board as provided in this section.

12.a Joint Planning Board Continued. Within thirty (30) days of the effective date of the Office's order establishing the Designated Area for Orderly Annexation, a Joint Planning Board shall be established pursuant to Minn. Stat. Sec. 471.59 to exercise planning and land use control over the Designated Area. The Joint Planning Board cannot be dissolved without the consent of both governing bodies.

12.b Make-up of Board. The Joint Planning Board shall continue to be made up of two representatives

from the Town appointed by the Town Board on an annual basis and one representative of the City appointed by the City Council on an annual basis. Appointees will serve until their replacement is appointed. The Chair of the Joint Planning Board will be rotated between City and Town appointees.

12.c Zoning & Subdivision Ordinances. Within thirty (30) days of the establishment of the Joint Planning Board, the Joint Planning Board will adopt its own zoning regulations for the Designated Area by majority vote of its representatives. For those areas within Tracts 1 and 2 which are to be annexed the soonest, the zoning regulations shall closely mirror those zoning regulations, and make use of substantially similar zoning districts, which apply within the City of St. Cloud so as to facilitate consistency in lot dimensions and land uses. In Tracts 3 and above, where annexation may not occur for several decades or more, the zoning regulations and zoning districts shall be written to prevent gross inconsistencies with the land uses allowed within the City of St. Cloud or excessive barriers to the efficient future expansion of city infrastructure and services, but allow for significant flexibility to customize lot dimensions and land uses to the rural nature and specific goals of the Township in maintaining a rural lifestyle. The Joint Planning Board may adopt alternative ordinances and amendments by the majority vote of all Joint Planning Board Members. The Joint Planning Board shall serve as the Board of Appeals and Adjustments, and it shall adopt such revisions to its ordinance as may be needed to make clear that it serves in that capacity.

12.d Permit Fees and Distributions. The permit fees shall be established by the unanimous agreement of the Joint Planning Board. Upon dissolution of the Joint Planning Board, any property acquired as the result of the exercise of its powers shall be returned to the City and the Town in equal shares, except to the extent a contribution of property was unequal, then that property shall be distributed in proportion to the contributions made.

12.e Staff. The Joint Planning Board duties will be administered by the staff of the City or by staff hired by the Joint Planning Board. The funding of such staffing shall be as determined by the City and Township. The City will be entitled to retain permit fees to cover the cost of administration.

12.f Special Provisions within Joint Planning Area. The following provisions will apply within the Designated Area:

12.f.1 Continuation of Farming Operations. Any farm land that is in existence at the time of the execution of this Agreement may continue to be farmed and developed as a farming enterprise, including the construction of agricultural buildings, the maintenance of livestock, the employment of manure storage facilities, and any and all agricultural practices that are employed by the land owner or their successors or assigns subsequent to the execution of this Agreement, provided that such activities are in accord with federal and state laws and the rules and regulations adopted by the Joint Planning Board.

12.f.2 Setbacks from Farm Operations. The Joint Planning Board will adopt measures to ensure that no new residential homes are constructed within 500 feet of structures (used to house animals or which are considered feedlots according to Minnesota Rules) located on land employed and engaged in agricultural business endeavors. This provision is not intended to apply to new residential structures constructed on the same parcel as the agricultural structures. The exact details of any additional restrictions in this area will be established by the Joint Planning Board as part of a Zoning Ordinance to be adopted.

12.f.3 Development. It is the directive to the Joint Planning Board to ensure that regulations adopted by the Joint Planning Board permit existing businesses and farms located within the orderly annexation area to expand as necessary in accord with federal, state, and local laws.

12.f.4 Development of Annexed Properties. The Joint Planning Board, the City, and the Town shall all adopt and maintain a policy which requires that developers seeking to develop land within the Designated Area provide notice to potential builders and homeowners that their land is located in an agricultural area and as such is subject to sounds and smells associated with agricultural production, or within an active

mining area or area subject to likely mining activity, or within an airport zoning district, as appropriate.

12.f.5 Existing Rural Uses. The parties acknowledge that certain uses exist within the orderly annexation area that may lead to conflict as residential properties are developed adjacent to these uses. The City and the Town acknowledge that Minnesota Statutes Sec. 462.357, subd. 1c provides that a municipality must not enact, amend, or enforce an ordinance providing for the elimination or termination of a use by annexation which use was lawful at the time of its inception. In addition, the City and Town agree to work in good faith to address issues that may arise as anticipated property use conflicts arise.

12.f.6 Drainage, Grading, and Street Connection Plans. For all plats of property annexed to the City under this Agreement, the property owner shall submit drainage, grading, and stormwater management plans to the City and to the Town showing the potential impacts of the proposed development on properties located within the Town. Upon receipt of any such plans, the City shall forward all drainage, grading, stormwater, and related engineering submissions, including any street, roadway, or transportation facility plans that propose to connect to existing Town roads or rights of way, to the Town Clerk. The City shall also send notice to the Town Clerk of all public meetings for concept plan approval, preliminary plat approval, and final plat approval for any property annexed under this Agreement. The drainage, grading, stormwater, and street connection plans must be of sufficient detail to demonstrate compliance with the standards and requirements of the City's planning and zoning ordinance, its subdivision ordinance, and all applicable engineering specifications. The Town Engineer and the Joint Planning Board shall have the opportunity to review and comment on the proposed plans, including ditch alignment, culvert sizing, stormwater conveyance, preservation of existing drainage patterns, and the design of any street connections to Town roads. The City shall use good faith efforts to eliminate or mitigate drainage, grading, or street connection impacts occurring within the Town as a result of development approved under this Agreement. The City shall further use good faith efforts to address concerns raised by the Town or the Joint Planning Board by either making changes to the submitted plans or by providing written responses to the Town's and/or Joint Planning Board's concerns. Upon request of either the Town or the Joint Planning Board, the City agrees to meet to discuss such concerns.

12.f.7 Developer's Agreement Provisions. In addition, for any streets, roadways, or transportation facilities proposed to connect to existing Town roads or rights of way, the City shall provide the Town and the Joint Planning Board with all street, roadway, and related drainage, ditch, culvert, and grading plans associated with such connections. These plans shall be submitted concurrently with the plat's drainage and grading plans for review and comment. The Town Engineer shall have the opportunity to review and comment on the proposed street connection design, including but not limited to ditch alignment, culvert sizing, driveway culvert impacts, stormwater conveyance, and preservation of existing drainage patterns within the Town. The City shall use good faith efforts to incorporate the Town Engineer's comments or, if changes are not made, shall provide written responses explaining the basis for its decision. The City agrees to meet with the Town or the Joint Planning Board upon request to discuss any concerns related to street connections and associated drainage impacts.

The City shall require in its developer's agreement regarding development of all lands annexed pursuant to this Agreement that the developer meet the requirements of the City's Storm Water Management Plan and prevent additional diversion of stormwater onto properties within the Township. Further, the City, through its developer's agreement, shall require that any functioning drain tile lines located during development of any parcel in the Designated Area be connected to the City's storm sewer system.

13. Town Roads.

13.a Existing Town Roads. The Town shall maintain Town roads in existence at the time of the execution of the Agreement until lands on both sides of said Town roads are annexed to the City. Upon annexation

of the road, any payments remaining due on bonds taken out by the Township for improvement of such roads shall be transferred to the City or the City shall reimburse the Township for continuing such payments.

In the event a Town road is shared by the City and the Township due to annexation of land on only one side of the road, the Township shall continue to maintain the road surface, ditches, culverts, and related drainage facilities until such time as both sides of the road are annexed to the City. The City shall cooperate with the Township in coordinating maintenance activities affecting the City side right of way, including driveway permits, utility cuts, drainage alterations, and grading changes, and shall not undertake any work that materially affects the structural integrity or drainage function of the shared road without first providing notice to and obtaining comments from the Township. Upon annexation of the remaining side of the road, full maintenance responsibility shall transfer to the City, and any remaining payments due on bonds issued by the Township for improvements to the road shall be transferred to the City or reimbursed by the City in accordance with this Agreement.

Upon annexation of any Town road, whether the entire right of way or only one side of a previously shared road, full responsibility for the maintenance, repair, reconstruction, snow removal, drainage facilities, ditches, culverts, and all other roadway-related obligations shall transfer to the City as of the effective date of annexation. The City shall assume all duties associated with the road, including coordination of utility work, driveway permits, grading changes, and stormwater conveyance. Any payments remaining due on bonds issued by the Township for improvements to the annexed road shall be transferred to the City, or the City shall reimburse the Township for continuing such payments, consistent with this Agreement.

13.b Annexation of Abutting Property. If the City annexes property abutting a Town Road, but annexes on one side only of that Road, the Town shall have the option to require the City to maintain both sides of the road abutting the annexed property. Such option shall be exercised within 90 days of the annexation by Town Board resolution.

13.c Undue Burden on Town Roads. The Town and the City recognize that City development within or adjacent to annexed areas may generate additional traffic or maintenance burdens on existing Town roads that provide access to or serve such development. In such cases, the City shall assume responsibility for maintaining, improving, or contributing to the maintenance of those affected Town roads in proportion to the impact generated by the City development. The determination of such responsibility shall consider traffic volumes, pavement condition, and proportional use attributable to the City's development activities.

The Town and the City shall cooperate in good faith to identify the affected road segments and determine the appropriate level of City participation. If the parties are unable to reach agreement within sixty (60) days after written notice from the Town identifying the affected road segments, the Town may submit the matter to the Joint Planning Board for review and recommendation. Upon such referral, the Joint Planning Board shall consider evidence submitted by both parties and issue a written decision within forty-five (45) days. If the Joint Planning Board determines that the City should assume full or partial responsibility for any Town road under these circumstances, the City shall implement that decision and include such work or contribution in its next adopted budget cycle.

13.d Roads Serving New Plats. The City shall require that all roadways abutting or serving new developments shall be improved by the developer and/or property owner from the access of the development to the nearest County, City, or State road. The City shall, at the Township's request, annex the entire road (i.e., both sides of the road) where the City has annexed property abutting one side of the road and has approved a final plat for any portion of the annexed property. The length of road required to be annexed shall be limited to the length of road directly abutting the property annexed under this

Agreement.

14. Annexation Outside of Designated Area.

14.a Other Annexations Limited. The City will not initiate any annexation action for property outside of the Designated Area except by agreement with the Town Board. However, in the event an incorporation proceeding is initiated by any party for any part of Haven Township, the City then has the right to initiate an annexation action for any part of Haven Township, provided that right is available to it under law at the time of the action.

During the term of this Agreement, the City shall not annex any property from the Township except as set out in 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, unless otherwise agreed to by the Township, the City will not support any property-owner-initiated annexation petition for areas proposed for development that are located outside of the Orderly Annexation Area. 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.

15. Costs Associated with OA Agreement.

Each party shall pay its own costs incurred in the negotiation, development, and implementation of this Agreement. The City shall be responsible for paying the costs of filing this Agreement with the Boundary Adjustment Unit and for making any corrections to the maps or legal descriptions as may be required.

16. Binding Agreement.

Pursuant to Minnesota Statutes Sec. 414.0325, subd. 6, and by agreement of the parties, this Agreement is a binding agreement on the parties and its terms are not preempted by the provisions of Minnesota Statutes, chapter 414 or other law as it may now exist or may later be adopted or amended. The parties intend this Agreement to set all exclusive procedures for annexing property within the Designated Area. The City agrees to oppose any effort to annex property within the Designated Area that does not comply with the terms of this Agreement.

17. Dispute Resolution.

The parties agree to mediate any disputes concerning the interpretation of this Agreement that cannot be resolved by the City and Township's staff, legal counsel, and elected officials by filing a request for non-binding mediation with the Bureau of Mediation Services within 30 days after one party notifies the other party of the existence of a dispute under this Agreement. No annexation actions may proceed during the pendency of a dispute or mediation.

When the parties to this Agreement are unable to resolve their respective grievances either through direct negotiation or through mediation, 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.

Each party shall bear its own costs and expenses associated with mediation. The fees and charges of the mediator shall be split evenly between the parties.

18. Venue.

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

19. Authorization.

The appropriate officers of the City and the Town are hereby authorized to carry the terms of this Joint Resolution and Agreement into effect.

20. Severability and Repealer.

A determination that a provision of this Joint Resolution is unlawful or unenforceable shall not affect the validity or enforceability of the other provisions herein. However, should any element of "Tax Reimbursement" be deemed 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 Joint Resolution.

21. Effective Date.

This Joint Resolution and Agreement is effective upon its adoption by the respective governing bodies of the Town and the City, as provided by law.

22. Periodic Review and Amendments.

The City and Town mutually agree and state that upon request of either party, a joint periodic review of this agreement may be conducted 5 years after the effective date of this Agreement and every 5 years thereafter upon the request of either party. The parties may mutually agree to meet to review this Agreement more often than is set forth in this paragraph.

Any amendments to this Joint Resolution and Agreement will require adoption and approval by both the City Council and Town Board. A public hearing must be held if the amendment proposes to expand the Designated Area as provided in Minn. Stat. Sec. 414.0325, subd. 1b.

23. Termination of OA Agreement.

The parties agree that this Agreement shall terminate on December 31, 2075, unless extended before such time by resolution of the parties. Unless the parties have agreed to an extension, this Agreement shall terminate on December 31, 2075. Notwithstanding the termination of this Agreement, the provisions of Paragraphs 7 (Provision of Municipal Utility Service), 8 (Provision of Other Municipal Services), 9 (Tax Reimbursement), 10 (Taxes, Deferred Program Obligations, Outstanding Assessments, and Non-Assumption of Township Debt), 11 (Tax Step-Up for Platted Developed Residential Property), and 13 (Town Roads) of this Agreement shall remain binding after the termination of the Agreement for all properties annexed under the terms of this Agreement prior to its termination.

Upon the effective termination of this Agreement with respect to the unannexed territory:

This Agreement shall be null and void and of no further effect as to all lands not previously annexed. The City shall have no further right to annex such lands under the terms of this Agreement.

The Township shall promptly file a formal Notice of Termination with the State of Minnesota Office of Administrative Hearings, Municipal Boundary Adjustments Unit, referencing the original Orderly Annexation Agreement and noting the withdrawal of consent for all remaining, unannexed territory.

Termination shall not affect the validity or status of any land previously annexed under a completed, legally effective Resolution of Annexation adopted prior to the date of termination.

24. Entire Agreement.

With respect to the Designated Area as graphically depicted in Exhibit A and legally described on Exhibit B, respectively, which are attached hereto and incorporated herein by reference, 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 between the Parties.

25. Notice.

Any notices required under the provisions of this Joint Resolution shall be in writing and deemed sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, to the City Administrator or to the Township Clerk at their official addresses.

EXHIBITS

Exhibit A - Map of Designated Area

Exhibit B - Legal Descriptions of Designated Area

Exhibit C - Developed Properties within the Designated Area

The legal descriptions and maps (Exhibits A, B, and C) from the 2010 St. Cloud/Haven Township agreement need to be updated or created and attached to this new draft. The specific delineation of Tracts 1 through 4 must also be defined in the new exhibits. As all are aware, the Joint Planning Board having zoning jurisdiction over the annexed area is a fundamental shift from Haven Township having sole land use control as per the 2010 agreement in Tracts 1 and 2, and Sherburne County having sole land use control over the rest of the Township.

Note also that in addition to deciding who will administer the Zoning Ordinance (city staff or an outside/independent hire), it will also need to be decided who will administer the building code and who will review plans and inspect installation of private septic systems.

TOWNSHIP POSITIONS REQUIRING INTEGRATION

These five items are not yet integrated into the body and require attorney decision before execution:

1. Deferred Assessment Policy. With respect to road, sewer, and water improvements to be constructed within the Designated Area, the City's policy for deferred, delayed, or future assessments for such improvements shall be as follows:

A. Sanitary Sewer and Water Utilities. The City shall not specially assess any properties in the Township related to the cost of construction of sanitary sewer and water utilities located within the Designated Area. However, the City may impose connection charges as permitted by law on properties within the Designated Area that are to become due and payable at such time as the properties are: (1) annexed to the City, and (2) connected to municipal water or sewer service.

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, gutter, or storm sewer either serving or within the Designated Area. However, the City may, if it chooses, 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 developers of any specific parcels of property within the Designated Area, or other Township properties.

2. Contiguity Requirement for Annexation. All annexations are not only subject to Paragraph 6(d) but also must be contiguous in nature. No detached annexations within any respective tract or connecting tracts will be allowed. Additionally, the airport property shall not count for purposes of contiguity.

3. Owner Consent for Homestead Parcels. For homestead parcels which are subject to annexation in developed areas, individual owners must consent to the annexation. Otherwise, annexation of said

parcels will be triggered upon an event such as sale or transfer.

4. Assumption of Bonds for Annexed Roads. The City will be responsible for the proportional share of existing bonds for improved town roads that are annexed to the City, as determined by the remainder of life on the bond and the linear footage of the road annexed as a percentage of the total road improved. [COMMENT: this conflicts with Para.13.a's full-transfer/reimbursement language - reconcile.]

5. Certain Parcels to be Annexed Immediately. The Town and City shall agree to the immediate annexation of a few specified parcels. [COMMENT: requires the parcel list as an exhibit.]

SIGNATURE BLOCKS (to be added before execution)

CITY OF ST. CLOUD - By: _____ (Mayor) Attest: _____ (City Administrator)

TOWN OF HAVEN - By: _____ (Board Chair) Attest: _____ (Town Clerk)

STATE OF MINNESOTA / COUNTY OF SHERBURNE - subscribed and sworn before me this ____ day of _____, 2026.