

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF NORTHFIELD AND BRIDGEWATER
TOWNSHIP DESIGNATING CERTAIN AREAS
AS IN NEED OF ORDERLY ANNEXATION
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

NORTHFIELD CITY COUNCIL RESOLUTION 2026-031
BRIDGEWATER TOWNSHIP RESOLUTION 2026-03

WHEREAS, the City of Northfield (hereinafter the “City”) and the Township of Bridgewater (hereinafter the “Township”) deem it necessary and appropriate that they work together to develop and implement a process for the orderly and controlled growth of the City and Township; and

WHEREAS, the City and Township agree that municipal government most efficiently provides governmental services in areas which are developed for residential, commercial, industrial, and governmental purposes, and that Township government most efficiently provides governmental services in areas used or developed for agricultural, open space and rural residential purposes; and

WHEREAS, the City and Township agree that orderly urban development using municipal services in a responsible, controlled and environmentally sound manner is in the best interests of the entire community; and

WHEREAS, the City and Township agree that orderly annexation of the areas designated herein is one way to promote the public health, safety, and welfare of the entire community by providing for the logical development of the community and the extension of municipal services as urban development occurs; and

WHEREAS, the City and Township have agreed to work cooperatively to accomplish the orderly annexation of the areas designated herein as legally described in Exhibits 1-2; and

WHEREAS, for ease of reference, the areas designated for orderly annexation herein and legally described in Exhibits 1-2 are shown on the map attached hereto as Exhibit 3 and incorporated herein by reference; and

WHEREAS, the City and Township agree that orderly annexation of the areas designated for orderly annexation herein is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, for the areas designated herein, the City and Township desire to accomplish the orderly annexation of said areas in a mutually acceptable and beneficial manner pursuant to

the terms and conditions herein without the need for a hearing before the Office of Administrative Hearings.

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

1. Designation of Orderly Annexation Areas. The City and the Township hereby designate the following two areas as currently, or which may become at some point in the future, in need of orderly annexation pursuant to Minnesota Statutes, Section 414.0325:
 - a. “Area I”. “Area I” is legally defined in Exhibit 1 attached hereto and incorporated herein by reference. For ease of reference, Area I is shown on the map attached hereto as Exhibit 3. The City and the Township agree that properties within Area I are appropriate for annexation, either currently or at some point in the future, and that a mutually beneficial process for the orderly annexation of such properties by the City and provision of municipal services to such properties by the City in accordance with the desires of property owners within Area I during the term of this Joint Resolution is in the best interest of said property owners and the broader community.
 - b. “Area II”. “Area II” is legally defined in Exhibit 2 attached hereto and incorporated herein by reference. For ease of reference, Area II is shown on the map attached hereto as Exhibit 3. The City and the Township agree that lands within Area II are facing less immediate development pressures for urban, non-farm development than properties within Area I, and that the preservation of the rural and agricultural character and farming uses of such properties within Area II, until such time as they are likely to develop with urban or suburban development beyond the term of this Joint Resolution, is mutually beneficial to the City and the Township and is in the best interest of the property owners within Area II and the broader community.
2. Definitions. For purposes of this Joint Resolution, the terms defined in this paragraph have the meanings given them:
 - a. “Effective Date” means the latest date of approval of this Joint Resolution by either the Northfield City Council or the Northfield Town Board of Supervisors.
 - b. “MDH” means the Minnesota Department of Health.
 - c. “MPCA” means the Minnesota Pollution Control Agency.
 - d. “OAA” collectively refers to Areas I and II as defined in Paragraph 1 above.
3. Terms and Conditions Specific to Area I. In addition to the other terms of this Joint Resolution that are not specific to Area II, the following terms and conditions apply to Area I:

- a. Acreage of Area I. The Township and City agree that the above-mentioned Area I legally described on Exhibit 1 and designated as currently, or which may become in the future, in need of orderly annexation herein is approximately 953.8 acres.

- b. Conditions and Triggering Events for Annexations. Any land within Area I (see Exhibit 1 and Exhibit 3) may be annexed by the City, in accordance with Paragraph 0 below, only under any of the following circumstances:
 - i. The City receives a petition for annexation from 100% of the property owners of an individual parcel of land within Area I;
 - ii. The property is owned by the City, or the state or federal governments;
 - iii. The area is completely surrounded by the City;
 - iv. The City or property owner(s) is ordered by the MPCA or the MDH to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of immediate environmental concerns;
 - v. The property satisfies the requirements for annexation by ordinance set forth in Minnesota Statutes, Section 414.033, as the same may be amended, renumbered or replaced by any successor statute;
 - vi. The City and Township otherwise jointly agree in writing.

- c. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree upon the occurrence of an event triggering annexation as provided in Paragraph 3.b above for any land located within Area I, the City shall provide written notice of such occurrence to the Township, and upon receipt of a resolution of the City (referred to as the “Annexation Resolution”) describing such area along with a copy of this Joint Resolution, the Office of Administrative Hearings or its successor agency, may review and comment thereon, but shall, within 30 days of receipt of the Annexation Resolution and a copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City shall include in its Annexation Resolution the City’s estimates of the population and number of households of the area to be annexed. The Township and City agree that no alteration of the stated boundaries as described in the Annexation Resolution is appropriate, that no consideration by the Office of Administrative Hearings, or its successor agency, is necessary, and that all terms and conditions for annexation of properties within Area I as legally described on Exhibit 1 hereto are provided for in this Joint Resolution. Provided that the requisite terms and conditions have been met as contained in this Joint

Resolution, the Township shall not object to an annexation initiated by the City filing an Annexation Resolution with the Office of Administrative Hearings, or its successor agency. As of the effective date of this Joint Resolution, there is no election requirement in the law to effect or accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

4. Terms and Conditions Specific to Area II. In addition to the other terms of this Joint Resolution that are not specific to Area I, the following terms and conditions apply to Area II:
 - a. Acreage of Area II. The Township and City agree that the above-mentioned Area II legally described on Exhibit 2 and designated as in need of orderly annexation herein is approximately 583 acres.
 - b. Conditions and Triggering Events for Annexations. Any land within Area II (see Exhibit 2 and Exhibit 3) may be annexed by the City, in accordance with Paragraph 4.c below, only under any of the following circumstances:
 - i. The property is owned by the City;
 - ii. The area is completely surrounded by the City;
 - iii. The City or property owner(s) is ordered by the MPCA or the MDH to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of immediate environmental concerns;
 - iv. The City and Township otherwise jointly agree in writing.
 - c. Parcel Specific Provisions. The City agrees that the subdivisions known as Bittersweet and Timberlane, located in Section 12, Township 111 North, Range 20 West, Rice County, Minnesota, will not be annexed by the City until such time as land surrounding these developments has been annexed, including the adjacent property to the south of County State Aid Highway #1, except that nothing shall prevent a two-thirds majority of the property owners within each of the subdivisions named above from requesting annexation to the City, in which case this Agreement shall not prevent the annexation of one or both of these subdivisions pursuant to any means provided by law, and except where annexation is ordered by the State of Minnesota without petition by the City.
 - d. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that upon the occurrence of an event triggering annexation as provided in Paragraph 4.b above for any land located within Area II, the City shall provide written notice of such occurrence to the Township, and upon receipt of a resolution of the City (referred to as the “Annexation

Resolution”) describing such area along with a copy of this Joint Resolution, the Office of Administrative Hearings or its successor agency, may review and comment thereon, but shall, within 30 days of receipt of the Annexation Resolution and a copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City shall include in its Annexation Resolution the City’s estimates of the population and number of households of the area to be annexed. The Township and City agree that no alteration of the stated boundaries as described in the Annexation Resolution is appropriate, that no consideration by the Office of Administrative Hearings, or its successor agency, is necessary, and that all terms and conditions for annexation of properties within Area II as legally described on Exhibit 2 hereto are provided for in this Joint Resolution. Provided that the requisite terms and conditions have been met as contained in this Joint Resolution, the Township shall not object to an annexation initiated by the City filing an Annexation Resolution with the Office of Administrative Hearings, or its successor agency. As of the effective date of this Joint Resolution, there is no election requirement in the law to effect or accomplish an annexation. No such election shall be required or apply to any annexation provided herein either now or during any period during which this Joint Resolution is in effect.

5. Terms and Conditions Specific to Areas I and II.

- a. Land Use and Subdivision Controls. The City and Township agree that the land use and subdivision regulations applicable in Areas I and II as adopted by Bridgewater Township and Rice County and in effect on the effective date of this Agreement, specifically consisting of Bridgewater Township’s Zoning Ordinance and Rice County’s official Zoning Map, which has been incorporated into Bridgewater Township’s Zoning Ordinance by reference, are sufficiently protective of the rural and agricultural character and farming uses of such properties within Areas I and II prior to such time as they are likely to develop with urban or suburban development beyond the term of this Joint Resolution. The City and Township further agree that the Township shall continue to administer its land use and subdivision controls within Areas I and II during the term of this Joint Resolution; provided, however, that the City shall have the right to initiate renegotiation of this Paragraph 6 and/or terminate this Agreement as provided in subparagraph b below.
- b. City Right to Initiate Renegotiation. The City shall have the right, pursuant to the procedure defined in subparagraph c below, to initiate renegotiation of the provisions of this Paragraph 5 upon the occurrence of any of the following:
 - i. The Township amends its land use or subdivision regulations applicable to its Urban Reserve or Agricultural zoning districts in a manner that allows residential development to occur on lots less than 35 acres in size, or non-residential development to occur on lots less than 2.5 acres in size;

- ii. The Township amends its land use regulations in a manner that broadens, expands or allows for the intensification of the permitted, conditional or otherwise allowed uses in its Urban Reserve or Agricultural zoning districts that exist as of the effective date of this Joint Resolution;
- iii. Rice County approves an amendment to its official zoning map that has the effect rezoning property located in Areas I or II and the County's Urban Reserve zoning district to be included in any other zoning district;
- iv. Rice County approves an amendment to its official zoning map that has the effect of rezoning property located in Areas I or II and the County's Agricultural zoning district to be included in any other zoning district that is not the Urban Reserve district; or
- v. The Township adopts an official zoning map, or an amendment thereto, that rezones property located in Areas I or II into any zoning district that is not the Urban Reserve district, or which otherwise has the effect of changing the zoning district regulations applicable to any such property located in Areas I or II in a way that broadens, expands or allows for the intensification of the permitted, conditional or otherwise allowed uses that exist as of the effective date of this Joint Resolution.

[For reference, see Bridgewater Township Ordinances, Chapter 20, Zoning Ordinance Regulations, attached hereto as Exhibit 4, and Rice County Official Zoning Map in effect as of the Effective Date, attached hereto as Exhibit 5.]

- c. Procedure to Initiate Renegotiation. Upon the occurrence of any of the events listed in subparagraph b above, the City may, at any time within one year after the date on which the action is passed or approved by Rice County, initiate renegotiation of this Paragraph 5 by providing written notice of such initiation to the Township. Thereafter, representatives of the City and Township shall meet with all reasonable diligence and frequency and in good faith to negotiate alternative procedures to ensure the protection of the rural and agricultural character and farming uses of properties within Areas I and II prior to such time as they are likely to develop with urban, non-farm development beyond the term of this Joint Resolution. In the event such negotiations do not result in agreement on amendments to this Paragraph 5 that are satisfactory to the City within 60 days after the date on which the City's written notice is received, the City shall have the right to immediately terminate this Joint Resolution by passing a resolution of its City Council and providing a copy of such resolution to the Township and filing such resolution with the Office of Administrative Hearings or its successor agency.

- d. Provision of Services. After annexation of land located within Areas I or II, the City shall be responsible for providing municipal governmental services to the annexed area. If determined necessary by the City in its discretion, sanitary sewer or water services shall be provided to the boundary of all parcel(s) in an area annexed. If determined necessary by the City in its discretion, sewer or water services shall be provided to residential developments within two (2) years after the effective date of the annexation. If determined necessary by the City in its discretion, sanitary sewer or water services shall be provided to an area annexed with existing or proposed commercial, industrial, governmental or institutional development within three (3) years after the effective date of annexation. In the event that the City extends trunk sewer and/or water lines across a portion of the OAA remaining in the Township in order to serve an area annexed by the City, the individual properties remaining in the Township that abut the City trunk sewer and/or water line extended shall not be charged any trunk sewer or water line charges, fees or assessments by the City for the trunk sewer and/or water line abutting said properties until said properties are annexed by the City and are platted and developed.

For purposes of this Paragraph, the City will be deemed to have met the obligation to provide sanitary sewer or water service to an annexed area if within the timeframes specified herein following an annexation of an area, the City awards a contract to a contractor to construct a sewer or water service project making municipal sanitary sewer or water service available to an area annexed under the terms of this Joint Resolution.

Every Annexation Resolution adopted under Paragraphs 3.c and 4.d above of this Joint Resolution resulting in the annexation of land located within Areas I or II shall be treated separately for purposes of compliance with this Paragraph 5.d.

In the event that the City annexes land in accordance with a triggering event contained in this Joint Resolution and said land is identified in the City's comprehensive plan for open space or park preservation, the requirements contained in this Paragraph 5.d do not apply to said annexation because the intent is that said areas would remain as open space or park land and would not need City sewer or water service.

- e. Watershed Protection. The City and the Township agree to work with all other appropriate jurisdictions to protect Spring Brook Creek and the Spring Brook Creek Watershed.
- f. Annual Acreage Limitation. Notwithstanding anything to the contrary in this Agreement, the City shall not annex more than a total of one hundred (100) acres in any calendar year during the term of this Agreement, unless the City and Township agree otherwise in writing, except that annexations of City-owned land, or annexations pursuant to an order by the MPCA or the MDH to provide sewer or water service to a portion of the Township shall not count toward the 100 acre

limit. Further, the City shall not annex more than a total of three hundred (300) acres within any single five (calendar) year period while this Agreement is in effect, except that annexations of City-owned land, or annexations pursuant to an order by the MPCA or the MDH to provide sewer or water service to a portion of the Township shall not count toward the 300 acre limit.

Township Maintenance of Services. The Township agrees that it will be responsible for normal and regular maintenance of all Township roads, streets, bridges, drainage facilities and other public rights-of-way that it is currently maintaining within the designated OAA prior to annexation thereof. Maintenance of Township infrastructure within the designated OAA by the Township shall be consistent with other standard maintenance practices employed by the Township elsewhere in the Township.

Electric Utility Service Notice. For each annexation that occurs under this Agreement, the electric utility service notice as required by Minnesota Statutes Section 414.0325, Subd. 1a, will be satisfied.

6. Tax Reimbursement. To compensate the Township for the permanent loss of taxable property from Township tax rolls, the City and Township agree that upon annexation of the land located within Areas I or II, the City will pay the township a total one-time lump sum payment in an amount equal to either (i) \$750 per acre annexed for undeveloped land, or (ii) eight (8) times the amount of property tax revenue distributed to the Township in regard to the annexed property in the last year that property taxes from the annexed property were payable to the Township for property that is developed with at least one structure.
7. The City and Township to Adopt and Enforce Regulations. The City and Township agree to enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations, as may be or shall be necessary to give full effect to the stipulations contained in this Joint Resolution.
8. Binding Agreement; No Annexation Outside the OAA. This Resolution is a binding contract, enforceable under the provisions of Minnesota Statutes § 414.0325, subdivision 6, as the same may be amended from time to time, as well as other applicable authorities. The parties agree that the City will not initiate any annexations outside the OAA while this agreement is in effect. Notwithstanding the foregoing, the City may initiate an annexation under Chapter 414 if the City is ordered by the Minnesota Pollution Control Agency or the Department of Health to provide sewer or water service to a portion of the Township for the protection of the public health and safety and/or because of environmental concerns. Further, the City will not file any petitions for a contested case annexation within the OAA or the remainder of the Township outside the OAA during the term of this Joint Resolution, provided that the Township does not seek to incorporate during the term of this Joint Resolution.
9. Line Roads. For any Township roads that become the boundary line for the City and Township as a result of an annexation, the City shall assume responsibility for road maintenance and improvement once the City has paved said roads. As long as the road or a

portion thereof remains unpaved, the township will be responsible for completing road maintenance and improvement, including dust control, and will invoice the City for 50 percent of the expense for said maintenance and improvement and dust control.

10. Term and Termination. This Joint Resolution shall be in full force and effect for a term beginning on the Effective Date and terminating on December 31st of 2045. Nothing herein shall preclude earlier termination by mutual written joint resolution of the City and Township, or should the remaining unincorporated areas of the Township merge with the City.
11. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibits 1-2 or mapping provided in Exhibit 3, in the judgment of the Office of Administrative Hearings, the City and Township agree to make such corrections and file any additional documentation, including a new exhibit(s) making the corrections requested or required by the Office of Administrative Hearings as necessary to make effective the annexation of said areas in accordance with the terms of this Joint Resolution.
12. 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.
13. Entire Agreement. 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 Township and City.
14. Modification or Amendment. This Agreement may be modified or amended only by a written joint resolution of the City and the Township which must be filed with the Office of Administrative Hearings -- Municipal Boundary Adjustment Unit, or successor agency.
15. 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.
16. Severability. 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.
17. Disputes and Remedies. The City and Township 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 each direct staff members as they deem appropriate to meet at least one time at a mutually

convenient time and place to attempt to resolve the dispute through negotiation. Such meeting(s) shall be completed within six months after written notice of a dispute is sent by either party and received by the other party, unless the parties mutually agree to an extension of time to allow for additional meetings to negotiate regarding the dispute after the expiration of such six-month period.

- b. Alternative Dispute Resolution. 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 shall contract with the Office of Administrative Hearings (OAH) for the provision of an Administrative Law Judge (ALJ) to provide informal dispute resolution services to the parties. The parties shall enter into such contract with OAH within 90 days after either party formally requests such alternative dispute resolution in writing to the other party pursuant to the notice procedure in Paragraph 18 below, and such contract shall define the scope of the ALJ's services, which may include serving as mediator or nonbinding arbitrator and preparing findings, conclusions, or a recommendation for action by the parties. Each party shall bear their own costs in any OAH dispute resolution process; however, each party shall be responsible for one-half of the cost of the ALJ and other staff billed by OAH.
- 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 through direct negotiation or alternative dispute resolution as set forth above, 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.

18. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City:

Ben Martig (or his successor)
City Administrator
Northfield City Offices
801 Washington St
Northfield, MN 55057

If to the Township:

Lori Noreen (or her successor)
Township Clerk
Bridgewater Town Hall
500 Railway Street South
Dundas, MN 55019

19. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.

20. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Office of Administrative Hearings Municipal Boundary Adjustments Office and pay the required filing fee.

[Signature page to follow]

Passed, adopted, and approved by the Town Board of Supervisors of Bridgewater Township, Rice County, Minnesota, this 11th day of March, 2026.

BRIDGEWATER TOWNSHIP

By: _____
Kathleen Kopseng, Chairperson

ATTEST:

By: _____
Lori Noreen, Town Clerk

Passed, adopted, and approved by the City Council of the City of Northfield, Rice and Dakota Counties, Minnesota, this 17th day of March, 2026.

CITY OF NORTHFIELD

By: _____
Erica Zweifel, Mayor

ATTEST:

By: _____
Lynette, Peterson, City Clerk

EXHIBIT 1
Legal Description of Area I

Area I in the attached Joint Resolution is legally described as follows:

(Section 2, Township 111, Range 20)

That part of Tract A, REGISTERED LAND SURVEY NO. 13, on file and of record in the office of the Registrar of Titles, lying within Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota. EXCEPT that part thereof lying within a parcel of land described as follows:

Beginning at an angle point in the easterly line of said Tract A which is also the most westerly corner of Lot 1, Block 1, Brookside Subdivision Section "B", according to the recorded plat thereof; thence South 16 degrees 22 minutes 55 seconds East, assumed bearing, along the easterly line of said Tract A, a distance of 75.86 feet to an angle point in the easterly line of said Tract A; thence Then North 76 degrees 50 minutes 30 seconds West, along the easterly line of said Tract A, a distance of 85.00 feet to an angle point in the easterly line of said Tract A; thence North 48 degrees 57 minutes 27 seconds East, a distance of 81.38 feet to the point of beginning.

AND

Tract D, REGISTERED LAND SURVEY NO. 13, on file and of record in the office of the Registrar of Titles, Rice County, Minnesota.

AND

Tract B, REGISTERED LAND SURVEY NO. 11, on file and of record in the office of the Registrar of Titles, Rice County, Minnesota.

AND

The South Half of the Northwest Quarter of the Southwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Southwest Quarter of the Southwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Northeast Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, EXCEPT that part thereof lying westerly and northwesterly of the westerly and northwesterly lines of REGISTERED LAND SURVEY NO. 6, on file and of record in the Office of the Registrar of Titles, all in Rice County, Minnesota.

AND

The West Half of the Northwest Quarter of the Northeast Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Southeast Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Northeast Quarter of the Southwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northwesterly of the northwesterly right-of-way line of County State Aid Highway No. 78.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northwesterly of the northwesterly right-of-way line of County State Aid Highway No. 78.

AND

That part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northwesterly of the northwesterly right-of-way line of County State Aid Highway No. 78.

(Section 3, Township 111, Range 20)

That part of Tract A of Registered Land Survey No. 13, on file and of record in the office of the Registrar of Titles, lying within the East Half of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota.

EXCEPT that part thereof lying within a parcel of land described as follows:

Beginning at an angle point in the easterly line of said Tract A which is also the most westerly corner of Lot 1, Block 1, Brookside Subdivision Section "B", according to the recorded plat thereof; thence South 16 degrees 22 minutes 55 seconds East, assumed bearing, along the easterly line of said Tract A, a distance of 75.86 feet to an angle point in the easterly line of said Tract A; thence Then North 76 degrees 50 minutes 30 seconds West, along the easterly line of said Tract A, a distance of 85.00 feet to an angle point in the easterly line of said Tract A; thence North 48 degrees 57 minutes 27 seconds East, a distance of 81.38 feet to the point of beginning.

AND

The North Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

(Section 11, Township 111, Range 20)

That part of the Southwest Quarter of the Southeast Quarter of Section 11, Township 111 North, Range 20 West of the 5th Principal Meridian, lying northerly and westerly of LOCUST DEVELOPMENT, according to the recorded plat thereof, Rice County, Minnesota.

(Section 12, Township 111, Range 20)

The Northeast Quarter of the Northeast Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, EXCEPT that part lying within ROCK ADDITION NO. 2, according to the recorded plat thereof, and EXCEPT that part lying northerly of a line described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence southerly along the east line of said Northeast Quarter of the Northeast Quarter, a distance of 564.00 feet to the point of beginning of the line to be described; thence westerly at a right angle to said east line, to the west line of said Northeast Quarter of the Northeast Quarter, and said line there terminating.

All in Rice County, Minnesota.

AND

The South Half of the Southeast Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Northwest Quarter of the Southeast Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, EXCEPT that part lying within HARVEST HILLS, according to the recorded plat thereof, all in Rice County, Minnesota.

AND

The West Half of the Southwest Quarter of the Southwest Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

(Section 34, Township 112, Range 20)

That part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northerly and northeasterly of the centerline of Minnesota Trunk Highway No. 19. EXCEPT that part thereof already annexed and part of the City of Northfield.

AND

That part of the Northeast Quarter and the Southeast Quarter of Section 34, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northerly and northeasterly of the centerline of Minnesota Trunk Highway No. 19. EXCEPT that part thereof already annexed and part of the City of Northfield.

(Section 35, Township 112, Range 20)

The Northwest Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota. EXCEPT that part thereof already annexed and part of the City of Northfield.

AND

The Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota. EXCEPT that part thereof already annexed and part of the City of Northfield, and EXCEPT therefrom a parcel of land described as follows:

The North 417 feet of the East 510 feet of the Northwest Quarter of the Northeast Quarter of Section 35, Township 112 North, Range 20 West, Rice County, State of Minnesota.

AND

The North Half of the Northeast Quarter of the Northeast Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota. EXCEPT that part thereof already annexed and part of the City of Northfield, and EXCEPT therefrom the parcels of land described as follows:

All that part of the North Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 35, Township 112 North, Range 20 West of the Fifth Principal Meridian, described as follows, to-wit: Beginning at a point on the East line of said tract of land 318 feet South of the Northeast corner thereof; thence West 160 feet; thence North 90 feet; thence East 160 feet; thence South 90 feet to the point of beginning.

AND

Beginning at a point 408 feet South of the Northeast Corner of Section 35, Township 112 North, Range 20 West of the Fifth Principal Meridian, thence West 160 feet; thence North 90 feet; thence East 160 feet; thence South 90 feet to the point of beginning.

AND

All that part of the North One-half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 35, Township 112, North, Range 20 West of the Fifth Principal Meridian, described as follows to wit: Beginning at a point on the East line of said tract of land, 478 feet South of the Northeast corner thereof; thence West 160 feet; thence North 70 feet; thence East 160 feet; thence South 70 feet to the place of beginning.

AND

Beginning at a point on the center line of S.A.R. No. 7 (now known as County State Aid Highway No. 43) 648 feet North of the Southeast corner of the Northeast Quarter (NE ¼) of Section 35, Township 112 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota; thence North 170 feet; thence West 301 feet; thence South 170 feet; thence East 301 feet to the place of beginning.

AND

All that part of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of Section 35, Township 112 North, Range 20 West of the Fifth Principal Meridian, described as follows to-wit: Beginning at a point on the East line thereof 563 feet North of the Southeast corner of the said Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of said Section 35; thence West, parallel with the South line of the said Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) 238 feet; thence North, parallel with the East line of the said Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) 85 feet; thence East, parallel with the South line of the said Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) 238 feet to the East line thereof; thence South, along the East line of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) 85 feet to the place of beginning.

AND

That part of the West Half of the Southwest Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying northerly and northeasterly of the centerline of Minnesota Trunk Highway No. 19.

AND

That part of the Northeast Quarter of the Southwest Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota. EXCEPT that part thereof already annexed and part of the City of Northfield.

AND

The Southeast Quarter of the Southwest Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The West Half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota. EXCEPT that part thereof already annexed and part of the City of Northfield.

EXHIBIT 2
Legal Description of Area II

Area II in the attached Joint Resolution is legally described as follows:

(Section 2, Township 111, Range 20)

That part of Tract A of Registered Land Survey No. 13, on file and of record in the office of the Registrar of Titles, lying within the Northwest Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota, and lying within a parcel of land described as follows:

Beginning at an angle point in the easterly line of said Tract A which is also the most westerly corner of Lot 1, Block 1, Brookside Subdivision Section "B", according to the recorded plat thereof; thence South 16 degrees 22 minutes 55 seconds East, assumed bearing, along the easterly line of said Tract A, a distance of 75.86 feet to an angle point in the easterly line of said Tract A; thence Then North 76 degrees 50 minutes 30 seconds West, along the easterly line of said Tract A, a distance of 85.00 feet to an angle point in the easterly line of said Tract A; thence North 48 degrees 57 minutes 27 seconds East, a distance of 81.38 feet to the point of beginning.

AND

Tract B, REGISTERED LAND SURVEY NO. 13, on file and of record in the office of the Registrar of Titles, Rice County, Minnesota.

AND

Tract C, REGISTERED LAND SURVEY NO. 13, on file and of record in the office of the Registrar of Titles, Rice County, Minnesota.

AND

"BROOKSIDE SUB-DIVISION, SECTION B, RICE COUNTY, MINNESOTA", according to the recorded plat thereof, Rice County, Minnesota.

AND

That part of REGISTERED LAND SURVEY NO. 1, on file and of record in the office of the Registrar of Titles, lying within the Northwest Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota.

AND

All of "BROOKSIDE SUB-DIVISION, SECTION "A", PART OF NORTH HALF OF NORTHWEST QUARTER, SECTION 2 AND PART OF NORTH HALF OF NORTHEAST QUARTER, SECTION 3, TOWNSHIP 111 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA", according to the recorded plat thereof, lying within Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota.

AND

That part of the Southwest Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, described as follows:

Beginning at the northeast corner of Lot 8, Block 3, "BROOKSIDE SUB-DIVISION, SECTION "A", PART OF NORTH HALF OF NORTHWEST QUARTER, SECTION 2 AND PART OF NORTH HALF OF NORTHEAST QUARTER, SECTION 3, TOWNSHIP 111 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA", according to the recorded plat thereof; thence South 69 degrees 55 minutes 30

seconds East, a distance of 50.00 feet; thence South 20 degrees 04 minutes 30 seconds West, parallel with the east line of said Lot 8, a distance of 150.00 feet; thence North 69 degrees 55 minutes 30 seconds West to the southeast corner of said Lot 8; thence North 20 degrees 04 minutes 30 seconds East on the east line of said Lot 8, a distance of 150.00 feet to the point of beginning, all in Rice County, Minnesota.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 2, Township 111 North, Range 20 West of the 5th Principal Meridian, lying easterly of the east line of "BROOKSIDE SUB-DIVISION, SECTION "A", PART OF NORTH HALF OF NORTHWEST QUARTER, SECTION 2 AND PART OF NORTH HALF OF NORTHEAST QUARTER, SECTION 3, TOWNSHIP 111 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA", according to the recorded plat thereof, and lying northwesterly of the northwesterly line of REGISTERED LAND SURVEY NO. 6, on file and of record in the office of the Registrar of Titles, said northwesterly line also being the centerline of County Road No. 59, all in Rice County, Minnesota.

(Section 3, Township 111, Range 20)

The Southeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The West Half of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The South Half of the Southeast Quarter of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

All of "BROOKSIDE SUB-DIVISION, SECTION "A", PART OF NORTH HALF OF NORTHWEST QUARTER, SECTION 2 AND PART OF NORTH HALF OF NORTHEAST QUARTER, SECTION 3, TOWNSHIP 111 NORTH, RANGE 20 WEST OF THE FIFTH PRINCIPAL MERIDIAN, RICE COUNTY, MINNESOTA", according to the recorded plat thereof, lying within Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota.

AND

That part of Tract A of Registered Land Survey No. 13, on file and of record in the office of the Registrar of Titles, lying within the Northeast Quarter of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota, and lying within a parcel of land described as follows:

Beginning at an angle point in the easterly line of said Tract A which is also the most westerly corner of Lot 1, Block 1, Brookside Subdivision Section "B", according to the recorded plat thereof; thence South 16 degrees 22 minutes 55 seconds East, assumed bearing, along the easterly line of said Tract A, a distance of 75.86 feet to an angle point in the easterly line of said Tract A; thence Then North 76 degrees 50 minutes 30 seconds West, along the easterly line of

said Tract A, a distance of 85.00 feet to an angle point in the easterly line of said Tract A; thence North 48 degrees 57 minutes 27 seconds East, a distance of 81.38 feet to the point of beginning.
AND

That part of REGISTERED LAND SURVEY NO. 1, on file and of record in the Office of the Registrar of Titles, lying within the Northeast Quarter of the Northeast Quarter of Section 3, Township 111 North, Range 20 West of the 5th Principal Meridian, all in Rice County, Minnesota.

(Section 12, Township 111, Range 20)

The East Half of the Southwest Quarter of the Southwest Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

AND

The East Half of the Southwest Quarter of Section 12, Township 111 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota.

(Section 34, Township 112, Range 20)

That part of the Northeast Quarter and the Southeast Quarter of Section 34, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying southerly and southwesterly of the centerline of Minnesota Trunk Highway No. 19.

(Section 35, Township 112, Range 20)

That part of the West Half of the Southwest Quarter of Section 34, Township 112 North, Range 20 West of the 5th Principal Meridian, Rice County, Minnesota, lying southerly and southwesterly of the centerline of Minnesota Trunk Highway No. 19.

EXHIBIT 3
Boundary Map

The following is a municipal boundary map as referenced in the attached Joint Resolution, showing the current City of Northfield and its relation to Areas I and II, which are legally described in Exhibits 1-2:

[See attached]

EXHIBIT 4
Bridgewater Township Zoning Ordinance

The following is the Bridgewater Township Zoning Ordinances in place at on the date of agreement approval.

[See attached]

EXHIBIT 5
Rice County Official Zoning Map.

The following is the Rice County Official Zoning Map in place at on the date of agreement approval. Bridgewater Township does not have a separate zoning map at the date of agreement approval.

[See attached]