

RESOLUTION #2001-318

**TO THE OFFICE OF MINNESOTA PLANNING
A JOINT RESOLUTION
OF THE CITY OF NORTHFIELD AND THE TOWNSHIP OF NORTHFIELD
DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF ORDERLY
ANNEXATION AND CONFERRING JURISDICTION OVER
SAID AREA ON THE OFFICE OF MINNESOTA PLANNING PURSUANT TO MINN.
STAT. 414.0325**

WHEREAS, the City of Northfield and the Township of Northfield desire to accommodate growth in the most orderly fashion; and

WHEREAS, the City of Northfield and the Township of Northfield did adopt a joint resolution for orderly annexation on September 18, 1978 and October 10, 1978, respectively; and

WHEREAS, the City of Northfield and the Township of Northfield desire to rescind and replace the previous joint resolution for orderly annexation; and

WHEREAS, a joint orderly annexation agreement between the parties hereto is beneficial to both parties from the standpoint of orderly planning and orderly transition of government within the area proposed to be annexed, and provides the guidelines under which such annexation shall take place; and

WHEREAS, the Parties hereto desire to enter into a binding contract which encompasses the terms of this Joint Resolution;

NOW THEREFORE BE IT RESOLVED by the City of Northfield (sometimes hereinafter referred to as "the City") and the Township of Northfield (sometimes hereinafter referred to as "the Township") that the property described herein is designated for orderly annexation by the City of Northfield and shall be annexed subject to the following terms and conditions:

1. The property covered by this orderly annexation agreement is legally described as follows:

The West Half of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, not already annexed and part of the City of Northfield. (Approximately 102.5 acres)

TOGETHER WITH:

The West Half of the Northeast Quarter of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, not already annexed and part of the City of Northfield. (Approximately 69.5 acres)

TOGETHER WITH:

The South Half of Section 7, Township 111 North, Range 19 West, Rice County Minnesota.
(Approximately 320 acres)

TOGETHER WITH:

The West Half of Section 8, Township 111 North, Range 19 West, Rice County, Minnesota,
(Approximately 320 Acres)

TOGETHER WITH:

The Southeast Quarter of the Northwest Quarter of Section 7, Township 111 North, Range
19 West, Rice County, Minnesota. Said tract contains 40 acres more or less. (Koester
Property)

TOGETHER WITH:

The South 270.88 feet of the North 1,004.61 feet of the West 329.48 feet of the Northeast
Quarter of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian,
Rice County, Minnesota. Said tract contains 2.05 acres more or less. (Wegner Property)

TOGETHER WITH:

The West Half of Section 32, Township 112 North, Range 19 West, Rice County, Minnesota,
not already annexed and part of the City of Northfield. (Approximately 286.70 acres)

TOGETHER WITH:

The North 390 feet of the East 225 feet of the Northeast Quarter of the Northeast Quarter of
Section 7, Township 111, Range 19, Rice County Minnesota. (Approximately 2.01 acres)

(All of which property is hereinafter referred to as "the Property") (Approximately 1,142.76
acres total).

2. The City of Northfield and the Township of Northfield hereby agree that the following
described property, which is included within the orderly annexation area described above, be
immediately annexed to the City of Northfield:

1. The Southeast Quarter of the Northwest Quarter of Section 7, Township 111 North,
Range 19 West, Rice County, Minnesota. Said tract contains 40 acres more or less.
(Koester Property)

This property described in this Section 2. 1. shall be zoned R-2 One and Two Family Residential immediately upon annexation.

TOGETHER WITH:

2. The South 270.88 feet of the North 1,004.61 feet of the West 329.48 feet of the Northeast Quarter of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota. Said tract contains 2.05 acres more or less. (Wegner Property)

The property described in this Section II. 2. shall be zoned Agricultural immediately upon annexation.

3. Subsequent to the annexation of the property described in Section 2 and after December 31, 2001, the City of Northfield may annex land pursuant to the following schedule.

Beginning on January 1, 2002 the City may annex up to 160 acres of land in each of the following time periods listed below, with no more than 80 acres of land to be annexed in any one calendar year. If 80 acres of land is annexed in any one year then the City would not be able to annex additional land until six months after the date the said 80 acres was approved. by the Office of Minnesota Planning. However, this time limit shall not apply if it limits the ability of the City to annex the full amount of allowable acreage in any of the five-year time periods listed below.

1. January 1, 2002 through December 31, 2006
2. January 1, 2007 through December 31, 2011
3. January 1, 2012 through December 31, 2016
4. January 1, 2017 through December 31, 2021

Any unused acreage from any time period shall not accumulate and shall not be carried forward to another time period.

4. No part of the Property may be annexed to the City of Northfield unless a minimum of two-thirds of the landowners owning a minimum of two-thirds of the land in the area to be annexed request annexation. All land to be annexed shall be reasonably compact in size and, after the annexation, should not isolate any other parcels of land. Notwithstanding any other provision of this Agreement, however, nothing herein shall prevent the City from annexing any property per Minnesota Statutes Section 414.033, Subd. 2, (2), which specifically allows the annexation by ordinance of land that is completely surrounded by land within the municipal limits. In addition nothing herein shall prevent the City from annexing property owned by the State of Minnesota or the United States of America, pursuant to Minnesota Statutes, Section 414.033. In addition, any parcels of land that are located within the Township of Northfield that are owned by the City on or before the date of this Agreement

- may be annexed by the City of Northfield pursuant to Minnesota Statutes Section 414.033.
5. The City of Northfield agrees that during the term of this Agreement no annexations, other than through this Orderly Annexation Agreement, shall be requested or take place from the Township of Northfield to the City of Northfield, except in such cases where the annexation is ordered by the State of Minnesota without petition by the City, and except as provided in Section IV.
 6. The parties hereby confer jurisdiction on the Office of Minnesota Planning or its successor agency over annexation of the Property and over the various provisions of this Agreement. The Property is adjacent to the City of Northfield.
 7. All annexation within the Property will be consistent with the City's policies concerning the extension of municipal utilities.
 8. The City of Northfield will construct and provide water, sanitary sewer, storm sewer and street improvements to the Property as requested by the owner, pursuant to state and local law, in the discretion of the City and based on the policies of the City then in effect.
 9. For each annexation that occurs under this Agreement, the electric utility service notice as required by Minnesota Statutes Section 414.0325, Subd. 1 a. will be satisfied.
 10. The parties agree to the following division of tax revenues from the Property and payment of special assessments for local improvements to the Property:
 - (A) Property Taxes: After annexation, the tax capacity rate applicable to parcels within the Property which have been developed for residential use and are occupied as of the date of this Agreement shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Northfield. The tax capacity rate applicable to other parcels within the Property shall be increased in substantially equal proportions each year of a six year period until it equals the tax capacity rate of the City of Northfield, provided that when substantially all municipal services are available to any such parcel(s), as determined by the City Engineer, the tax capacity rate applicable to those parcel(s) shall thereupon be increased immediately to the tax capacity rate of the City of Northfield.

The Property or any portion thereof shall be taxed at the tax capacity rate as described above, and the City shall receive all local property taxes payable on the Property, until the second full calendar year after the year in which a Certificate of Occupancy is issued for the Property or any portion thereof. Beginning with the second full calendar year after the year in which a Certificate of Occupancy is issued for the Property or any portion thereof, the Township shall receive property taxes on such Property or portion thereof for a six year period to the extent of the Township's tax

capacity rate each year multiplied by the tax capacity of the Property or portion thereof in each year of the six year period, except that for single family residential properties the reimbursement shall be based on the tax capacity multiplied by the Township's tax capacity rate established for the second calendar year after a Certificate of Occupancy has been issued for the Property or any portion thereof that is single family residential, and this same amount shall be paid to the Township in each year of the six year period regardless of the exact amount collected by the City of Northfield. The City of Northfield shall receive all property taxes in excess of any amounts payable to the Township pursuant hereto, and all property taxes payable from and after the expiration of any applicable six year period.

In the event that no Certificate of Occupancy has been issued for the Property or any portion thereof within six (6) years of the effective date of each annexation, then beginning in the seventh year after the effective date for each annexation the Township shall receive property taxes from the Property or any portion thereof for which a Certificate of Occupancy has not already been issued for a six year period to the extent of the Township's tax capacity rate each year multiplied by the tax capacity of the Property or portion thereof in each year of the six year period, except that for single family residential properties the reimbursement shall be based on the most recent tax capacity multiplied by the most recent tax capacity rate established and this same amount shall be paid to the Township in each year of the six year period regardless of the exact amount collected by the City of Northfield. The City of Northfield shall receive all property taxes in excess of any amounts payable to the Township pursuant hereto, and all property taxes payable from and after the expiration of any applicable six year period.

For the purposes of this Agreement the term "single family residential" shall be defined as single family detached dwelling units consisting of one dwelling unit per lot and single family attached units consisting of two dwelling units connected by a common wall with each dwelling unit located on a separate lot.

- (B) Utility and Street Assessments: The Property will be assessed for utility and street improvements when said improvements have been determined by the City to benefit the Property as required by Minnesota Statutes Chapter 429.
11. The Property shall be zoned according to normal zoning procedures established in the Northfield Zoning Ordinance. The City of Northfield Comprehensive Plan shall guide the City in arriving at the appropriate zoning of the Property. When the Property is annexed to the City, it will be zoned Agricultural, unless another zoning designation is specified at the time of annexation.
 12. This Agreement will go into effect on the date that the Orderly Annexation Agreement is approved by the Office of Minnesota Planning. Each subsequent annexation within the

Property designated by this Agreement must be reviewed and approved by the Office of Minnesota Planning.

13. The City of Northfield and the Township of Northfield agree that no alteration of the stated boundaries of the Property is appropriate. Furthermore, the parties agree that no consideration by the Office of Minnesota Planning is necessary. Upon receipt of this resolution, passed and adopted by each party, the Office of Minnesota Planning may review and comment, but shall, within thirty (30) days, make an order, including the immediate annexation stated in Section II, in accordance with the terms of this joint resolution.

Future annexations will be accomplished by submission of a resolution for orderly annexation to the Office of Minnesota Planning from the City of Northfield. The City shall not be required to obtain any additional resolutions or other similar approvals from the Township in order for the City to annex property pursuant to the terms of this Agreement. The submission of a resolution by the City to the Office of Minnesota Planning to consider an annexation under the terms of this Agreement shall confer jurisdiction to the Office of Minnesota Planning over said annexation. An annexation shall be deemed completed as of the date fixed in the annexation order by the Office of Minnesota Planning.
14. The City shall acquire the right-of-way and assume the responsibility for maintenance of the annexed portions of Hall Avenue, which will become Spring Creek Road upon annexation, on January 1, 2005 or as soon thereafter as is practical, or at the time that Jefferson Parkway is extended and constructed to Spring Creek Road, whichever occurs first. This roadway is designated as a collector in the transportation section of the City's Comprehensive Plan, which will have a 10-ton road design, and as such will include its use by agricultural traffic within this limit. This item was approved by the City Council and the Township of Northfield in Resolution #99-188 annexing land for the Hills of Spring Creek development and is hereby restated in this agreement.
15. In regard to the maintenance of the following portions of Hall Avenue/Spring Creek Road from the Northern boundary of the Cemetery to Highway #19 as shown on Exhibit A, the City and the Township desire to enter into a joint maintenance agreement. Therefore, the City of Northfield hereby agrees to contract with the Township of Northfield to pay \$0.16 per foot per year to defray the costs for the Township's services in grading, graveling and otherwise maintaining this section of roadway, except that the City will plow the snow on this section of roadway during the Winter. This amount shall be adjusted and reduced as portions of Spring Creek Road (Hall Avenue) are annexed and maintained by the City. (Approximately 2,600 feet @ \$0.16 = \$416.00) The City and Township further agree to equally share in the cost of providing the rock to maintain this portion of roadway. This amount shall also be reviewed and adjusted by the mutual agreement of the City and the Township on or before September 1st of each year for payments made the following year.

16. In recognition of the urban traffic that Hall Avenue now bears and will bear prior to its annexation or acquisition by the City and the assumption of full maintenance responsibilities by the City, the City desires to financially assist the Township to defray the cost of maintenance for the portions of Hall Avenue between Sumac Lane and Rice County #81. Therefore, the City of Northfield hereby agrees to pay the Township of Northfield the amount of \$0.32 per foot per year to defray the Township's maintenance costs in grading, graveling, snowplowing and otherwise maintaining those portions of Hall Avenue between Sumac Lane and Rice County #81 that are gravel as shown on the attached Exhibit A. This amount shall be adjusted and reduced as portions Spring Creek Road are acquired and maintained by the City. (Approximately 4,200 feet @ \$0.32 per foot = \$1,344.00) The City and Township further agree to equally share in the cost of providing the rock to maintain this portion of roadway. This amount shall also be reviewed and adjusted by the mutual agreement of the City and the Township on or before September 1st of each year for payments made the following year.
17. The Township shall maintain the bridges and culverts located in the roadway of Hall Avenue from Woodley Street to County State Aid Highway #81 until such time it is determined by the appropriate authority and verified by the Northfield City Engineer that a bridge or culvert is in need of replacement. If the replacement of a bridge or culvert is necessary the City of Northfield shall be responsible for cost of installing said bridge or culvert. The purpose of this section is to recognize that the Northfield Town Board will continue to maintain this section of roadway, however, at the time a significant investment is necessary in a bridge or culvert structure the City can utilize this opportunity to install a structure that will meet the intended use of the roadway in the City's transportation system.
18. At the time that future orderly annexations occur under this Agreement that are adjacent to unannexed portions of Hall Avenue, the City will annex those portions of Hall Avenue that are adjacent to the said areas to be annexed.
19. The City of Northfield will reimburse Northfield Township for its costs, limited to attorney's fees and extra meeting costs incurred in relation to this Orderly Annexation Agreement, up to \$3,500.00.
20. Any tax payments due to the Township per Section 12 of this Agreement will be made within 30 days of receipt by the City of the tax distribution from Rice County.
21. This Agreement will automatically expire on December 31, 2021; however, nothing herein shall prevent the City of Northfield and the Township of Northfield from amending this Agreement during its term.
22. This Resolution shall be a binding contract upon the Parties herein, and may be enforced in either Law or Equity, notwithstanding future amendments in Minnesota Statutes, except as specifically provided otherwise in this Agreement.

REC'D BY
MMB
DEC 05 2001

Approved by the Township of Northfield 13 day of November, 2001.

TOWNSHIP OF NORTHFIELD

By: *Mike Gerth*
Town Board Supervisor

By: *Willard Estrem*
Town Board Supervisor

By: *Margie Randolph*
Town Board Clerk

Approved by the City of Northfield this 7th day of November, 2001.

CITY OF NORTHFIELD

By: *Kerth Corey*
Mayor

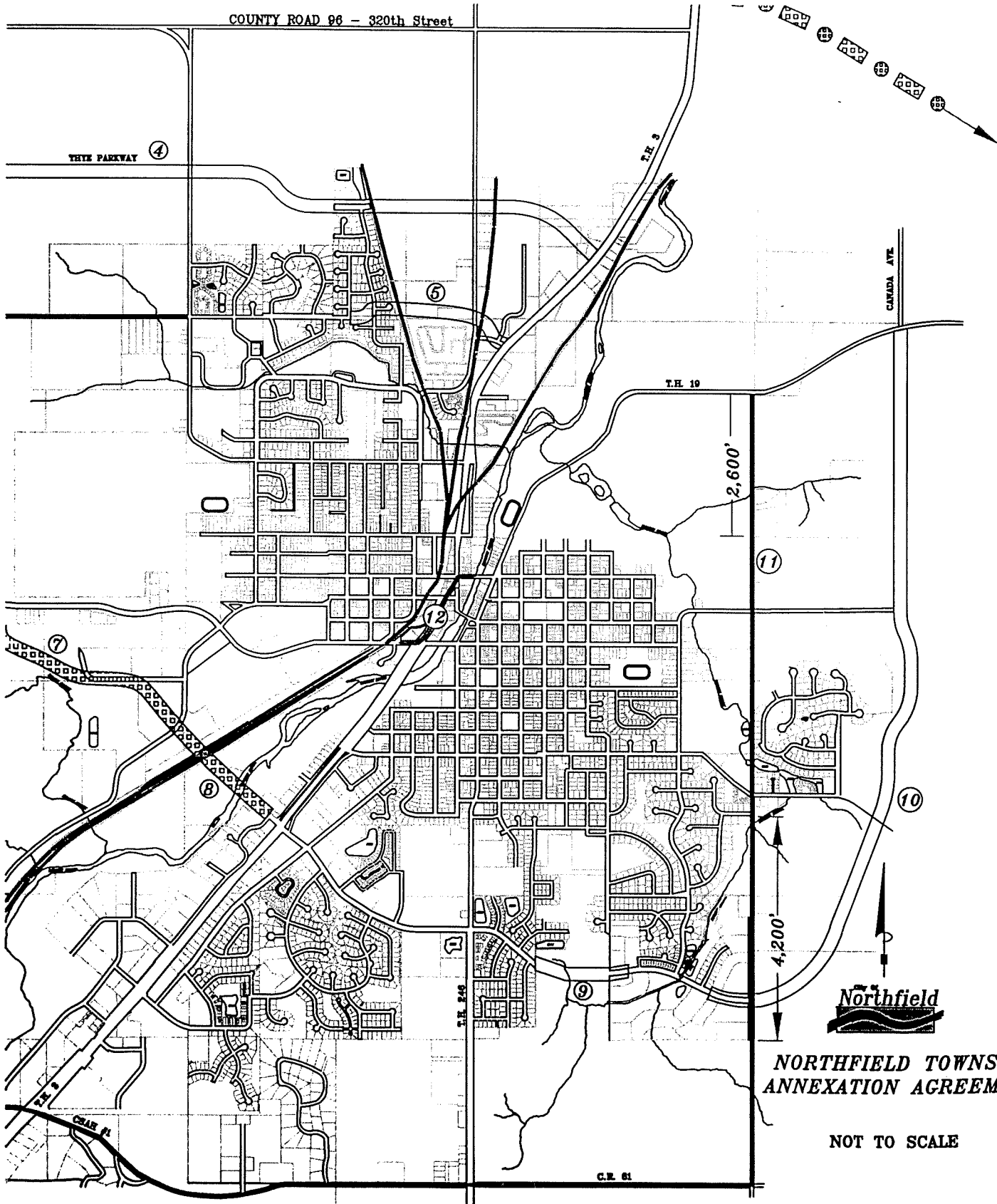
By: *Colin Madala*
Council Member

By: *[Signature]*
Council Member

ATTEST:

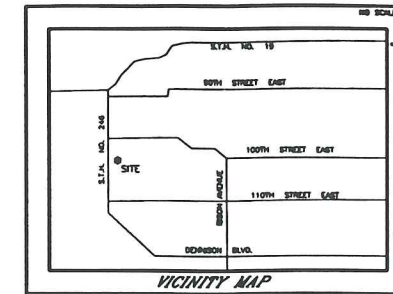
[Signature]
Finance Director/ City Clerk

EXHIBIT A



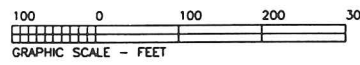
BOUNDARY SURVEY FOR: CITY OF NORTHFIELD
 CITY OF NORTHFIELD, COUNTY OF RICE, STATE OF MINNESOTA

REC'D BY
 MMB DEC 05 2001



Existing City Limits

Area to be Annexed



- LEGEND**
- FIRE HYDRANT
 - WATER VALVE
 - MANHOLE
 - CATCH BASIN
 - ⚡ POWERPOLE
 - ⚡ LIGHT POLE
 - GUY
 - ⊠ TRANSFORMER
 - ⊠ ELECTRIC METER
 - ⊠ TV PEDESTAL
 - ⊠ TELEPHONE PEDESTAL
 - ⊠ AIR CONDITIONER
 - ⊠ HAND HOLE
 - SEMAPHORE
 - ⊠ GAS METER
 - S SANITARY SEWER
 - ST STORM SEWER
 - W WATERMAIN
 - G UNDERGROUND GAS MAIN
 - T UNDERGROUND TELEPHONE
 - E UNDERGROUND ELECTRIC
 - TV UNDERGROUND CABLE T.V.
 - OU OVERHEAD UTILITY LINES
 - IRON MONUMENT FOUND
 - IRON PIPE MONUMENT SET
 - EXISTING SPOT ELEVATION
 - SOIL BORING
 - SIGN
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - DENOTES TREE AND BRUSH LIMITS

LEGAL DESCRIPTION:
 The Southeast Quarter of the Northwest Quarter of Section 7, Township 111 North, Range 19 West, Rice County, Minnesota.
 together with
 The Northeast Quarter of the Northwest Quarter of Section 7, Township 111 North, Range 19 West, Rice County, Minnesota, lying south of the southerly plotted boundary line of VALLEY VIEW SECOND ADDITION according to the plat on file and of record in the Office of the County Recorder, Rice County, Minnesota and the westerly extension of said southerly boundary to the east line of the Northeast Quarter of the Northwest Quarter of said Section 7.

AREA:
 THE PROPERTY CONTAINS 220665 SQUARE FEET OR 50.66 ACRES.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the Laws of the state of Minnesota.

Signed the 4th day of November A.D., 1999.

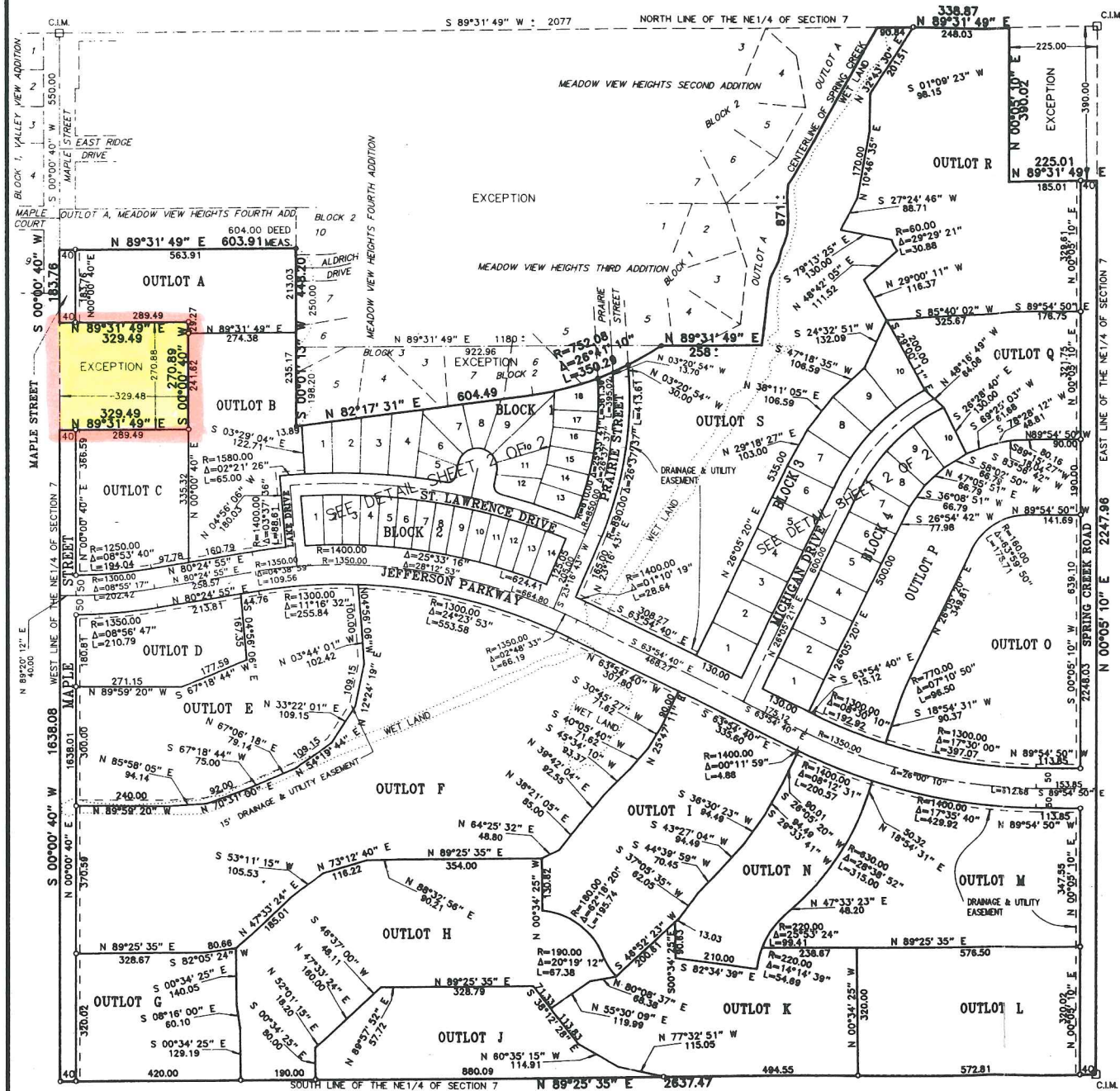
Dennis M. Hones
 Minnesota License No. 22440
 For Bolton & Menk, Inc.



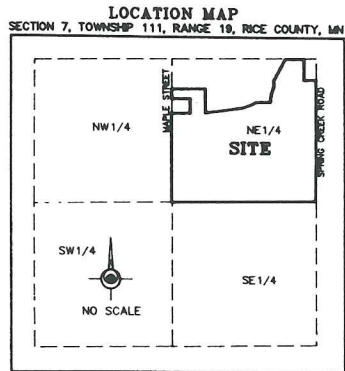
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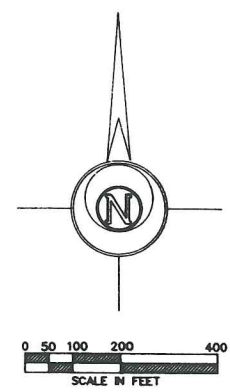
HILLS OF SPRING CREEK



Area to be Annexed
City Limits



DRAINAGE & UTILITY EASEMENTS ARE 10 FEET IN WIDTH AND ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN.



- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY REGISTRATION NO. 10795 UNLESS OTHERWISE SHOWN.
- DENOTES IRON PIPE MONUMENT FOUND

THE WEST LINE OF THE NE 1/4 OF SECTION 7, TOWNSHIP 111, RANGE 19, RICE COUNTY, MINNESOTA, IS ASSUMED TO BEAR N 00°00' 40" E.

Bohlen Surveying & Engineering
31482 Folgo Avenue Northfield, MN 55057
Phone: (507) 645-7768 Fax: (507) 645-7799
4815 123rd Street, W. Savage, MN 55374
Phone: (612) 895-8212 Fax: (612) 895-9259

KNOW ALL MEN BY THESE PRESENTS: That Blanche Aldrich, an unmarried widow, owner and proprietor and Sumac Properties, L.L.C., a limited liability corporation, contract purchaser and The First National Bank of Northfield, a Minnesota Corporation, mortgagee of the following described property situated in the County of Rice and State of Minnesota, to wit:

The NE 1/4 Section 7, Township 111, Range 19, City of Northfield, Rice County, Minnesota, Excepting therefrom the following four parcels:
 Parcel 1: That part of the NE 1/4 of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Beginning at the northwest corner of said NE 1/4; thence South 0°04'24" West, along the west line of said NE 1/4, a distance of 550.00 feet; thence North 89°35'00" East, parallel with the north line of said NE 1/4, a distance of 604.00 feet; thence South 0°04'24" West, parallel with the west line of said NE 1/4, a distance of 250.00 feet; thence North 89°35'00" East, parallel with the north line of said NE 1/4, a distance of 1180 feet, more or less, to the centerline of creek; thence northerly along the centerline of the creek to the north line of said NE 1/4; thence South 89°35'00" West, along the north line of said NE 1/4, a distance of 2077 feet, more or less, to the point of beginning.
 Parcel 2: The South 270.88 feet of the North 1004.61 feet of the West 329.48 feet of the NE 1/4 of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota.
 Parcel 3: The North 390 feet of the East 225 feet of the NE 1/4 of the NE 1/4 of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota.
 Parcel 4: That part of the NE 1/4 of Section 7, Township 111 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows: Commencing at the northwest corner of said NE 1/4; thence South 0°04'24" West, along the west line of said NE 1/4, a distance of 550.00 feet; thence North 89°35'00" East, parallel with the north line of said NE 1/4, a distance of 604.00 feet; thence South 0°04'24" West, parallel with the west line of said NE 1/4, a distance of 250.00 feet to the point of beginning of the land to be described; thence South 0°04'24" West, parallel with said west line, a distance of 198.20 feet to the northerly right of way line of proposed Jefferson Parkway; thence North 82°20'42" East, along said right of way line, a distance of 604.49 feet; thence Northwesterly along said right of way line, along a tangential curve, concave to the northwest, having a radius of 752.08 feet, a central angle of 26°41'10", a distance of 350.29 feet to its intersection with a line that bears North 89°35'00" East, parallel with the north line of said NE 1/4, from the point of beginning; thence South 89°35'00" West, a distance of 922.96 feet to the point of beginning.

Have caused the same to be surveyed and platted as HILLS OF SPRING CREEK and do hereby donate and dedicate to the public for public use forever the street, drives, road and parkway and also dedicate the easements as shown on the plat for drainage and utility purposes only.

In witness whereof said Blanche Aldrich, an unmarried widow has caused these presents to be signed by her hand this 30th day of December, 19 19__

By *Blanche Aldrich*
Blanche Aldrich

STATE OF MINNESOTA
COUNTY OF Rice
The foregoing instrument was acknowledged before me this 30th day of December, 2001, by *Blanche Aldrich*, an unmarried widow.

By *Sandra Bremer*
Sandra Bremer
Notary Public, Rice County, Minnesota
My Commission Expires 1-31-00

SANDRA BREMER
NOTARY PUBLIC - MINNESOTA
RICE COUNTY
My Commission Expires Jan. 31, 2000

In witness whereof said Sumac Properties, L.L.C., a limited liability corporation, has caused these presents to be signed by its proper managers the 30th day of December, 19__

By *Steven Schmidt*
Steven Schmidt, Chief Manager

By *Brett D. Reese*
Brett D. Reese, Manager

STATE OF MINNESOTA
COUNTY OF Rice
The foregoing instrument was acknowledged before me this 30th day of December, 2001, by Steven J. Posch, Manager and Brett D. Reese, Manager of Sumac Properties, L.L.C., a limited liability corporation.

By *Sandra Bremer*
Sandra Bremer
Notary Public, Rice County, Minnesota
My Commission Expires 1-31-00

SANDRA BREMER
NOTARY PUBLIC - MINNESOTA
RICE COUNTY
My Commission Expires Jan. 31, 2000

In witness whereof said First National Bank, a Minnesota corporation, has caused these presents to be signed by its proper officers the 30th day of December, 19__

By *Thomas Posch*
Thomas Posch, Vice President

STATE OF MINNESOTA
COUNTY OF Rice
The foregoing instrument was acknowledged before me this 30th day of December, 2001, by Thomas J. Posch, President of The First National Bank of Northfield, a Minnesota corporation.

By *Sandra Bremer*
Sandra Bremer
Notary Public, Rice County, Minnesota
My Commission Expires 1-31-00

SANDRA BREMER
NOTARY PUBLIC - MINNESOTA
RICE COUNTY
My Commission Expires Jan. 31, 2000

I hereby certify that I have surveyed and platted the property described on this plat as HILLS OF SPRING CREEK; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in MS 505.02 Subd. 1, or public highways to be designated other than those shown.

By *Leroy H. Bohlen*
Leroy H. Bohlen, Land Surveyor
Minnesota License No. 10795

STATE OF MINNESOTA
COUNTY OF Dakota
The foregoing Surveyor's Certificate was acknowledged before me this 30th day of December, 19__ by Leroy H. Bohlen, Minnesota License No. 10795.

By *Kathleen J. Mahowald*
Kathleen J. Mahowald
Notary Public, Dakota County, Minnesota
My Commission Expires 1-31-2000

SANDRA BREMER
NOTARY PUBLIC - MINNESOTA
RICE COUNTY
My Commission Expires Jan. 31, 2000

MY Notary Public is a regular meeting thereof, on the 30th day of December, 19__ at Northfield, Minnesota.

We do hereby certify that on the 30th day of December, 19__ the City Council of Northfield, Minnesota approved this plat by resolution and is in compliance with the provisions of Minnesota Statutes Section 505.03, Subdivision 2.

I do hereby certify that the taxes for the year 19__ for the land described on this plat as HILLS OF SPRING CREEK have been paid on this day of ____, 19__.

County Treasurer, Rice County, Minnesota

No delinquent taxes due and transfer entered this ____ day of ____, 19__.

I hereby certify that this instrument was filed in the office of the County Recorder for record this ____ day of ____, 19__, at ____ o'clock ____, and was duly recorded as Document No. ____.

County Auditor, Rice County, Minnesota
County Recorder, Rice County, Minnesota