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**JOINT RESOLUTION/ORDERLY ANNEXATION AGREEMENT
BETWEEN BRIDGEWATER TOWNSHIP AND THE CITY OF DUNDAS**

THIS ORDERLY ANNEXATION AGREEMENT is entered into this 12 of
JULY, 2004 by and between the CITY OF DUNDAS, MINNESOTA
(hereinafter referred to as the "City") and BRIDGEWATER TOWNSHIP (hereinafter
referred to as the "Township").

WHEREAS, Minnesota Statutes 414.0325 authorizes townships and municipalities
to provide for the orderly annexation of unincorporated areas that are in need of orderly
annexation; and

WHEREAS, the City and Township agree that there is a public need for the
coordinated, efficient and cost-effective extension of the city services to promote the
public health, well-being, and safety; and

WHEREAS, the property described in attached Exhibit "A" (hereinafter referred
to as the "Annexation Area") is about to become urban or suburban in nature and the
City is capable of providing city services within a reasonable time; and

WHEREAS, the extension of city services can only be provided in prioritized
phases and if the process and timing of annexation are clearly identified and jointly
agreed upon in advance of the City's capital planning, commitment, and expenditure; and

WHEREAS, the establishment of a process of orderly annexation of said lands
will be of benefit to the residents and owners of said lands, and permit the City to extend
necessary municipal services in a planned and efficient manner; and

WHEREAS, the City and Township desire to accomplish the orderly annexation
of the Annexation Area and the extension of municipal services in a mutually acceptable
and beneficial manner without the need for a hearing before the Municipal Boundary
Adjustments Office of the Minnesota Department of Administration (MBA) or its
successor, and with the purpose of avoiding an annexation dispute, enter into this joint
resolution for orderly annexation pursuant to Minnesota Statutes 414.0325, subd. 1; and

WHEREAS, a means is needed to control the development of these areas.

NOW, THEREFORE, BE IT RESOLVED by the City of Dundas and
Bridgewater Township that the two parties enter into this Joint Resolution Orderly
Annexation Agreement (hereinafter referred to as "Agreement") and agree to the
following terms:

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1 **Acreage and Location**

2
3 1. The attached map entitled Exhibit B - Annexation Area; dated _____,
4 shall be the framework for annexation from 2004 through 2033. The map constitutes the
5 Annexation Area, and denotes areas from which annexation may occur under this
6 agreement. It is not necessary that all of the land constituting the Annexation Area be
7 annexed within the time lines set forth in this agreement.
8

9 2. The lands included within the 2004 through 2033 Growth Stages are designated
10 for future urban development within the City. The Township shall oppose any efforts to
11 include any of the lands within the Annexation Area into any governmental jurisdiction
12 other than the City.
13

- 14 • Growth Stage One is defined as the time period from year 2004 through the
15 year 2018;
- 16 • Growth Stage Two is defined as the time period from year 2019 through
17 the year 2033.
18

19 **3. Growth Stage One:**

20
21 (A) The City shall have the right to annex 600 acres of land for residential
22 and/or commercial purposes during Growth Stage One, from 2004 through 2018.
23 Annexation will be limited to 400 acres during the period from 2004 through
24 2011, and no more than 100 acres in any one year. If any of the 600 acres is not
25 annexed during Growth Stage One, then the balance shall be added to the total
26 acreage allowed for annexation during Growth Stage Two. The annexation pace
27 shall be consistent with the requirements and standards set forth in the
28 Comprehensive Plan, and zoning and subdivision regulations of the City.
29

30 (B) Additionally, during Growth Stage One, the City may annex additional
31 property designated bluff or steep slope, as set forth in the City ordinances, but
32 only if these areas are designated park area, or open space, and/or protected by a
33 conservation easement. Any such annexations shall not count against the 600-acre
34 limitation set forth in the preceding paragraph.
35

36 (C) The 100-acre annual limitation may be waived by the Township, which
37 waiver shall not be unreasonably withheld, conditioned upon:
38

- 39 (i) the application by a developer for a master development plan that
40 exceeds the 100-acre limitation; and
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(ii) the master development plan addresses all the considerations of the Comprehensive Plan, City Ordinances and this Annexation Agreement; and

(iii) the master development plan addresses all the respective transportation needs as set forth in the Comprehensive Plan and this Annexation Agreement; and

(iv) the developer evidences the financial capacity to complete the development as presented; and

(v) the City obtains sufficient security to assure that the developer completes its obligations regarding the transportation systems as set forth in the master development plan.

4. Growth Stage Two:

(A) The City shall have the right to annex 600 acres of land for residential and/or commercial purposes during Growth Stage Two, during the period from 2019 through 2033.

(B) No more than 100 acres shall be annexed during Growth Stage Two in any one year. No more than a total of 300 acres shall be annexed during the period from 2019 through 2025^{1/2}. The annexation pace shall also be consistent with the requirements and standards set forth in the Comprehensive Plan, and zoning and subdivision regulations of the City.

(C) Land not annexed, as part of the allotment for Growth Stage One may be annexed at any time during Growth Stage Two without being counted against the 600-acre allotment, which is permitted during Growth Stage Two, and shall not be subject to the 100 acres per year annual limitation.

(D) The 100-acre annual limitation may be waived by the Township, which waiver shall not be unreasonably withheld, conditioned upon:

(i) the application by a developer for a master development plan that exceeds the 100-acre limitation; and

(ii) the master development plan addresses all the considerations of the Comprehensive Plan, City Ordinances and this Annexation Agreement; and

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(iii) the master development plan addresses all the respective transportation needs as set forth in the Comprehensive Plan and this Annexation Agreement; and

(iv) the developer evidences the financial capacity to complete the development as presented; and

(v) the City obtains sufficient security to assure that the developer completes its obligations regarding the transportation systems as set forth in the master development plan.

5. Annexation will be limited to property that is contiguous to the corporate limits of the City. Following annexation, and prior to recording the final plat, all property to be developed in the Annexation Area described in this agreement must be subject to a development agreement between the owner, the developer, and the City. No annexations will be permitted under this agreement unless all prior annexed property has either been developed in accordance with the development agreement applicable to that property, or is in the process of being developed in compliance with the development agreement applicable to that property.

6. All annexation shall be subject to the prevailing Comprehensive Plan, the Zoning Ordinance, and subdivision regulations of the City.

7. The City may also annex land as described in the attached Exhibit C. Said Exhibit describes an existing rural subdivision, presently described as the Wendwood Addition. Annexation shall only be permitted upon the request of two thirds ($\frac{2}{3}$) of all property owners within the subdivision. If said land is annexed, the acreage in this subdivision shall not count against the allotted acres allowed for annexation as set forth in paragraphs 3 and 4 of this agreement.

8. Notwithstanding paragraph 3 and 4 of this agreement, the City shall have the right to annex, at any time, all or any part of the land in the Annexation Area designated for industrial land use subject to the limitations in paragraphs 11 & 12, below. Annexation of land for industrial use is not subject to annual or periodic acreage limitations. However, all such land must be contiguous to the then corporate limits of the City, unless otherwise approved by the Township.

No new land shall be annexed for industrial purposes, unless all land previously annexed for industrial purposes has been substantially developed in accordance with the respective development agreement, or is in the process of development and is in compliance with the respective development agreement.

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9. The City will not annex any property within the Annexation Area until there are development proposals for the property, except in the following circumstance: The City may annex property not included in a development proposal, provided the additional parcel(s) proposed for annexation is owned by not more than one property owner and is the only parcel(s) between the 2004 city limits and the property proposed for development and annexation. Property annexed in this way will be allowed to retain its current use as of the date of annexation, until the property is sold to a third party, development is proposed by the owner, or development takes place. Until sale or development, the tax base for the property will be based on the Township rate, and any special assessments will be deferred until the property is either developed or sold to a third party.

10. The Township will not file any objection with the MBA concerning the City's annexation of any land with the Annexation Area described above, so long as the annexation complies with the terms and conditions of the Agreement.

Comprehensive Plan and Zoning and Subdivision Regulations:

11. The City will revise the present Comprehensive Plan, and zoning and subdivision regulations to establish:

(A) Zoning and subdivision ordinances and regulations to address areas to be annexed; and

(B) Criteria for development agreements.

The City and Township agree to develop a joint policy for sharing the cost with respect to road maintenance and other improvements, which are adjacent to annexed areas which are serviced by township roads.

12. The Planning Commission and/or the City Council of the City of Dundas shall not modify, change, or alter in any way the Comprehensive Plan, zoning and/or subdivision regulations regarding industrial development, within the Annexation Area, without the consent of the Township Board. The Township Board may not unreasonably withhold its approval if such change is based on reasonable considerations.

Dundas Planning Commission:

13. The City's Planning Commission will be expanded to seven (7) members, to include three (3) appointees from the Township.

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1 (A) The Township Board will nominate members to serve on the Planning
2 Commission.

3
4 (B) The City will select Township members from names submitted by the
5 Township Board. The Board shall submit at least two (2) names for selection for
6 each Planning Commission vacancy.

7
8 (C) The expansion of the Planning Commission as set forth above shall take
9 place no later than 30 days following approval of this Agreement, unless adjusted
10 to meet the respective regular meeting schedules of the Planning Commission and
11 City Council, or as mutually agreed.

12
13 (D) The City will amend its Ordinance regarding Planning Commission
14 membership, to incorporate the above. In addition, the Ordinance will be
15 amended to provide that five (5) members will constitute a quorum, and that
16 Planning Commission members will be appointed to appropriate staggered terms,
17 but will continue to serve at the discretion of the City Council.

18
19 Pursuant to MN Statute 414.0325, subd. 5, the parties agree that the Planning
20 Commission shall have the authority to exercise planning and land use control authority
21 within the Annexation Area, said Commission to operate in the manner prescribed by
22 MN Statute 471.59, subd. 2-8 inclusive. Said Commission shall have planning, zoning
23 and subdivision jurisdiction in the entire Annexation Area. If Rice County objects to the
24 Commission's zoning control over the Annexation Area, which is located outside of the
25 incorporated area of the City, then the Township and the City shall each designate one of
26 its Planning Commission members to serve as members of the three-person governing
27 committee described in MN Statute 414.0325, subd. 5. The City shall designate the
28 zoning administrator for the Annexation Area.

29
30 14. If the City intends to annex a parcel of property within the Annexation Area, the
31 City shall, within 14 days of receipt of a petition to annex, submit to the Township the
32 following:

33
34 (A) The legal description and a map of the property to be annexed;

35
36 (B) A description of the proposed use of said property;

37
38 (C) A general development plan for the parcel to be annexed,

39
40 (D) An estimate of the projected population and number of households within
41 the proposed development in the Annexation Area; or
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(E) An estimate of the fair market value of the proposed commercial and/or industrial development in the Annexation Area.

(F) After the completion of the Planning Commission review of the Proposed Development Plan, a statement by the Planning Commission regarding its preliminary recommendations as to the proposed development.

15. Upon receipt of submittals set forth in "A" through "D", above, the Township will be provided 60 days to comment on the proposed development concept including density and street layout in the area to be annexed.

Tax Rebates to Bridgewater Township

16. Upon annexation of any land per this agreement, the Township shall not be entitled to receive tax revenue or rebates from the City until such time as the land is developed. When development occurs, and the improved property is fully assessed, to include the value of the development improvements, the Township shall receive tax revenue rebates for a period of ten (10) years. The tax rebate shall be equal to the Township's then current tax rate times the tax capacity of the developed land for the year that the rebate is due.

17. The Township will participate (pro-rata) to assist development through public participation; i.e., tax increment and/or tax abatement based on the following general terms and conditions:

(A) The project development agreement addresses the upgrade and maintenance of the public road system to meet the project's needs, and its impact on the regional transportation system (township roads only); and

(B) This participation is at the discretion of the Township Board.

18. The Township will provide an annual accounting based on information provided by the County, and the Township Fiscal Advisor. If the City wishes to challenge the accounting, it may do so at its own expense. If there is an error in the Township request for payment, then the expense the City incurred to audit the Township request will be paid through a reduction of funds owed based on this Section of the agreement. The annual accounting shall also include an accounting of the use of the funds from the tax rebate, which will be dedicated for road and bridge purposes as set forth in paragraph 21 of this agreement.

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1 The tax payments due to the Township pursuant to this Agreement will be made within
2 30 days of receipt of the tax distribution from Rice County, or within 30 days of receipt
3 by the City of the annual accounting and request for payment from the Township,
4 whichever is later.

5
6 In no event, shall any tax rebate be payable after the year 2043, or ten (10) years after the
7 final development of any property that has been annexed based on this agreement,
8 whichever comes last.
9

10 **Road Maintenance and Construction and Transportation Planning:**
11

12 19. The Township shall continue its normal maintenance of existing Township roads,
13 drainage facilities, and street signage for all properties within the Annexation Area until
14 the property is annexed by the City.
15

16 20. The City will work in cooperation with the County, MnDOT and developers to
17 assure that new developments address:
18

19 (A) The transportation needs of the project;
20

21 (B) Impacts on City and/or Township roads that will need upgrade due to
22 increased traffic or type of usage; and
23

24 (C) Compliance with the transportation system plan set forth in the
25 Comprehensive Plan.
26

27 21. The Township shall use and dedicate the increased rebate in taxes between what it
28 would have received if the property had not been annexed and the amount that it receives
29 under provision 16 above, in its road and bridge account, to improve and/or maintain
30 roadways affected by proposed annexations.
31

32 22. The Township is encouraged to engage in a planning process by which land use
33 control is established in the Township. The objective would be to retain a harmonious
34 relationship between rural area land uses, particularly adjacent to the proposed
35 Annexation Area. In addition, the City encourages the Township to focus especially on
36 lands adjacent to the CSAH 1 and railroad corridors, to encourage the highest and best
37 land use over time. The City would like to participate in this process. The Township and
38 the City are also encouraged to consider the merits of employing the zoning provisions of
39 MN Statute 462.357 as a part of the planning process.
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Dispute Resolution and Amendment

23. Disputes concerning this agreement shall be resolved as follows:

(A) NEGOTIATION. When a disagreement over interpretation of any provision of this agreement occurs, the City and Township must meet at least once, at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

(B) MEDIATION. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate an interpretation of any provision of this agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.

(C) ADJUDICATION. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate an interpretation of any provisions of this agreement, or are unable to agree to submit their respective grievances to non-binding mediation, then 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, non-breaching party may bring an action for specific performance to compel the performance of this agreement in accordance with its terms. If a court action is required, the court may reimburse the prevailing party for its reasonable attorney's fees and costs.

General Terms and Provisions

24. This agreement may not be modified, amended or altered except upon the written joint resolution of the City and Township, duly executed and adopted by the City Council and Township Board of Supervisors, and filed with the MBA.

Either party to this agreement may request an amendment. Requests for amendments will first be considered by the Dundas Planning Commission. Its recommendation shall be forwarded to the Township Board and the City Council.

The City and Township agree to meet jointly annually to consider and discuss possible modifications to this orderly Annexation Agreement.

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1 25. The terms, covenants, conditions and provisions of this agreement, including the
2 present and all future attachments, shall constitute the entire agreement between the
3 parties, superseding all prior agreements and negotiations, regarding the Annexation
4 Area. There are no understandings, agreements or assumptions other than the written
5 terms of this agreement.
6

7 26. This agreement shall be binding upon and benefit of the respective successors and
8 assigns of the City and Township. Specifically, this agreement is binding upon the
9 governmental entity that survives or is created by the Township's action to merge,
10 consolidate, detach, annex, reorganize or incorporate.
11

12 27. This agreement is made pursuant to, and shall be construed in accordance with the
13 laws of the State of Minnesota. In the event any provision of this agreement is
14 determined or adjudged to be unconstitutional, invalid, illegal or unenforceable by a
15 court of competent jurisdiction, the remaining provisions of this agreement shall remain
16 in full force and effect.
17

18 28. Upon the filing of this Agreement and resolution with the MBA, the parties will
19 not request any alteration of the boundaries of the land constituting the Annexation Area,
20 or any change in the annexation of land not provided for in this agreement. The MBA
21 may review and comment on the annexation resolution, but may not otherwise consider
22 the resolution or alter the Annexation Area boundaries. Within thirty (30) days of receipt
23 of an annexation resolution adopted by the City, which complies with this Agreement,
24 the MBA must order the annexation of the area described in the annexation resolution in
25 accordance with the terms and conditions of this agreement.
26

27 29. Lands ordered annexed pursuant to this agreement will not be subject to any
28 differential taxation as referenced in MN Statutes 414.035. Property taxes payable on
29 annexed land shall continue to be paid to the Township for the entire year in which the
30 annexation becomes effective. If the MBA's order approving the annexation becomes
31 effective on or before August 1st of a levy year, the City may levy on the annexed area
32 beginning with that same levy year. If the MBA's order becomes effective after August
33 1st of a levy year, the Township may continue to levy on the annexed area for that levy
34 year. Thereafter, property taxes on the annexed land must be paid to the City.
35

36 **Termination of Orderly Annexation Agreement**

37

38 30. This agreement shall terminate on December 31, 2033, or the date upon which all
39 permitted annexation of land in the Annexation Area has been completed, whichever
40 occurs sooner.
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1 Notwithstanding the termination of this agreement, the following provisions shall remain
2 binding and enforceable after the termination of the agreement for all properties annexed
3 under the terms of this agreement:
4

5 (A) Paragraph 16 – Relating to tax rebates;
6

7 (B) Paragraph 18 – Relating to annual accounting; and
8

9 (C) Paragraph 21 – Relating to dedicated use of tax rebate funds.
10

11 **Binding Agreement, Director's Review** 12

13 31. No alteration of the areas set forth herein for orderly annexation, or their
14 boundaries is appropriate. The director may review and comment, but not alter the
15 boundaries.
16

17 32. This Orderly Annexation Agreement designates certain areas as in need of orderly
18 annexation, and provides the conditions for the annexation of those areas. The parties
19 agree that no consideration by the director is necessary, and that therefore the director
20 may review, and comment, but shall, within thirty (30) days of the submission of a
21 petition for annexation in conformity with this Agreement, order annexation consistent
22 with the terms of this Orderly Annexation Agreement, and Resolutions submitted
23 pursuant thereto.
24

25 33. This Agreement is a binding contract, and provides the exclusive procedures by
26 which the unincorporated property identified in the Agreement may be annexed to the
27 City. The City shall not annex property within the Annexation Area by any other
28 procedure.
29

30 34. The City may not attempt annexation of any property within the Township until
31 2033, except as allowed in this Agreement.
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1 ADOPTED BY THE BRIDGEWATER TOWNSHIP BOARD OF SUPERVISORS ON
2 THE 2 DAY OF July, 2004.

3
4 ATTESTED TO:

5
6
7 By: ANDRE BLANK
8 Its: Board Chair

By: Mike Ayer
Its: Town Clerk

9
10
11
12 ADOPTED BY THE DUNDAS CITY COUNCIL ON THE 12th DAY OF
13 July, 2004.

14
15 ATTESTED TO:

16
17
18 By: Myron Malecha
19 Myron Malecha, Mayor

By: Susan E. Kylo
Susan Kylo, City Administrator/Clerk

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EXHIBIT A**LEGAL DESCRIPTION OF ANNEXATION AREA**

The properties included in the annexation area, are legally described below.

Properties Included in the Annexation Area of Bridgewater Township:

1. All parcels and property lying within the SE $\frac{1}{4}$ of Section 9-111-20
2. All parcels and property lying within Section 10-111-20, as follows:
 - A. The NE $\frac{1}{4}$
 - B. The NW $\frac{1}{4}$
3. All parcels and property lying within Section 11-111-20, as follows:
 - A. All that part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ lying northwesterly of the center line of County Road 78
 - B. All that part of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ lying northwesterly of the center line of County Road 78
4. All parcels and property lying within Section 13-111-20, as follows:
 - A. The N $\frac{1}{2}$, excepting therefrom Parcels 07.2247.000 and 07.2248.000, said exception described as follows:

That part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13-111-20, which lies north and west of County Road 1
 - B. The N $\frac{1}{2}$ of the S $\frac{1}{2}$, lying westerly of County Road 22; excepting therefrom the following parcels:

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- i. Parcel 07.2256.000, said exception described as follows:

A piece of land in the NE $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 13-111-20 bounded and described as follows: Beginning at a point where the south line of the NE $\frac{1}{2}$ of the SOUTHEAST $\frac{1}{4}$ of Section 13-111-20 intersects the center of Rice County Highway No. 22, lying easterly of the land herein described: Thence running due west on said south line 959 feet; thence due north 493 feet; thence due east to the center line of said Highway; thence southwesterly along the center line of said Highway to the point of beginning

- ii. Parcel 07.2257.000, said exception described as follows:

A piece of land bound and described as follows: Beginning at a point in the center of the Highway [County Road 22] lying east of the land hereby conveyed, 493 feet north of the south line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13-111-20; thence west 444 feet; thence north 258 feet; thence east to the center of said County Highway 22; thence southwest along the center line of said Highway to the point of beginning; and that part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 13-111-20, Rice County, Minnesota, described as follows: Commencing at a point on the center line of County Highway (Road) No. 22, distant 493 feet north of (as measured at right angles) the south line of said NE $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence N 89° 02' 57" W, assumed bearing, parallel with the south line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 444 feet; thence N 0° 57' 03" E, a distance of 258 feet to the point of beginning of the land to be described: Thence N 0° 57' 03" E, a distance of 52.06 feet; thence N 88° 05' 08" E, a distance of 603.08 feet to the center line of County Highway (Road) No. 22; thence S 25° 54' 26" W, along said center line a distance of 90.68 feet to its intersection with a line that bears S 89° 02' 57" E from the point of beginning; thence N 89° 02' 57" W, a distance of 564.08 feet to the point of beginning

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5. All parcels and property lying within Section 14-111-20, as follows:

- A. The SW $\frac{1}{4}$, excepting therefrom Parcel 07.2377.001, said exception described as follows:

The south 1,012 feet of the E $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 14-111-20

- B. The NE $\frac{1}{4}$; excepting therefrom the Wendwood Addition, as described on the attached Exhibit C

- C. The SE $\frac{1}{4}$; excepting therefrom:

- i. Parcel 07.2367.000, said exception described as follows:

The south 152.17 feet of the north 382.17 feet of the east 46 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$

- ii. Parcel 07.2367.001, said exception described as follows:

The south 136.66 feet of the west 300 feet of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the north 589.34 feet of the west 300 feet of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$

- iii. Parcel 07.2367.002, said exception described as follows:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; except the north 589.34 feet of the west 300 feet; and except the south 152.17 feet of the north 382.17 feet of the east 46 feet

- iv. Parcel 07.2371.000, said exception described as follows:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying easterly of the west 871 feet

- v. Parcel 07.2370.000, said exception described as follows:

The S $\frac{1}{2}$ of the east 442 feet of the west 871 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$

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- vi. Parcel 07.2371.001, said exception described as follows:

The N $\frac{1}{2}$ of the east 442 feet of the west 871 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$

- vii. Parcel 07.2378.000, said exception described as follows:

The south 1012.02 feet of the west 429 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$

6. All parcels and property lying within Section 15-111-20, as follows:

- A. The SW $\frac{1}{4}$, excepting therefrom the following described parcels:

The south 642.28 feet of the north 662.28 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying easterly of County Road 8, and the north 528 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying westerly of County Road 8; and also excepting the south 17.40 acres of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying easterly of County Road 8; and also excepting part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ beginning at the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence northerly along the west line thereof 789.67 feet to a point in a line 528 feet southerly from and parallel with the north line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence N 89 ° 42' 34" E 517.38 feet to a point in the center line of Dundas Boulevard (County Road 8), thence S 32 ° 35' 46" W along the center line of County Road 8 830.67 feet; thence southwesterly along the center line of County Road 8 on a curve concave southeasterly 101.97 feet to a point on the south line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, thence S 89 ° 44' 45" W along said south line 10.83 feet to the point of beginning

- B. The SE $\frac{1}{4}$ of Section 15

7. All parcels and property lying within Section 16-111-20, as follows:

- A. The NE $\frac{1}{4}$

- B. The SE $\frac{1}{4}$, except that part thereof lying southerly of 118th Street

Exhibit B-1 City of Dundas/ Bridgewater Township Orderly Annexation

- Legend**
-  City Boundary
 -  Township Boundary
 -  Annexation Area 2004-2033
 - Anticipated Land Uses**
 - R Residential
 - C Commercial
 - I Industrial

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1:800 000 0 1:800 Feet
 Prepared by: Grundhofer, Neville & Associates Inc. Ltd.
 Project No. 2003
 Date: April 18, 2004
 Client: City of Dundas/Bridgewater, L.L.C. (L.L.C.)

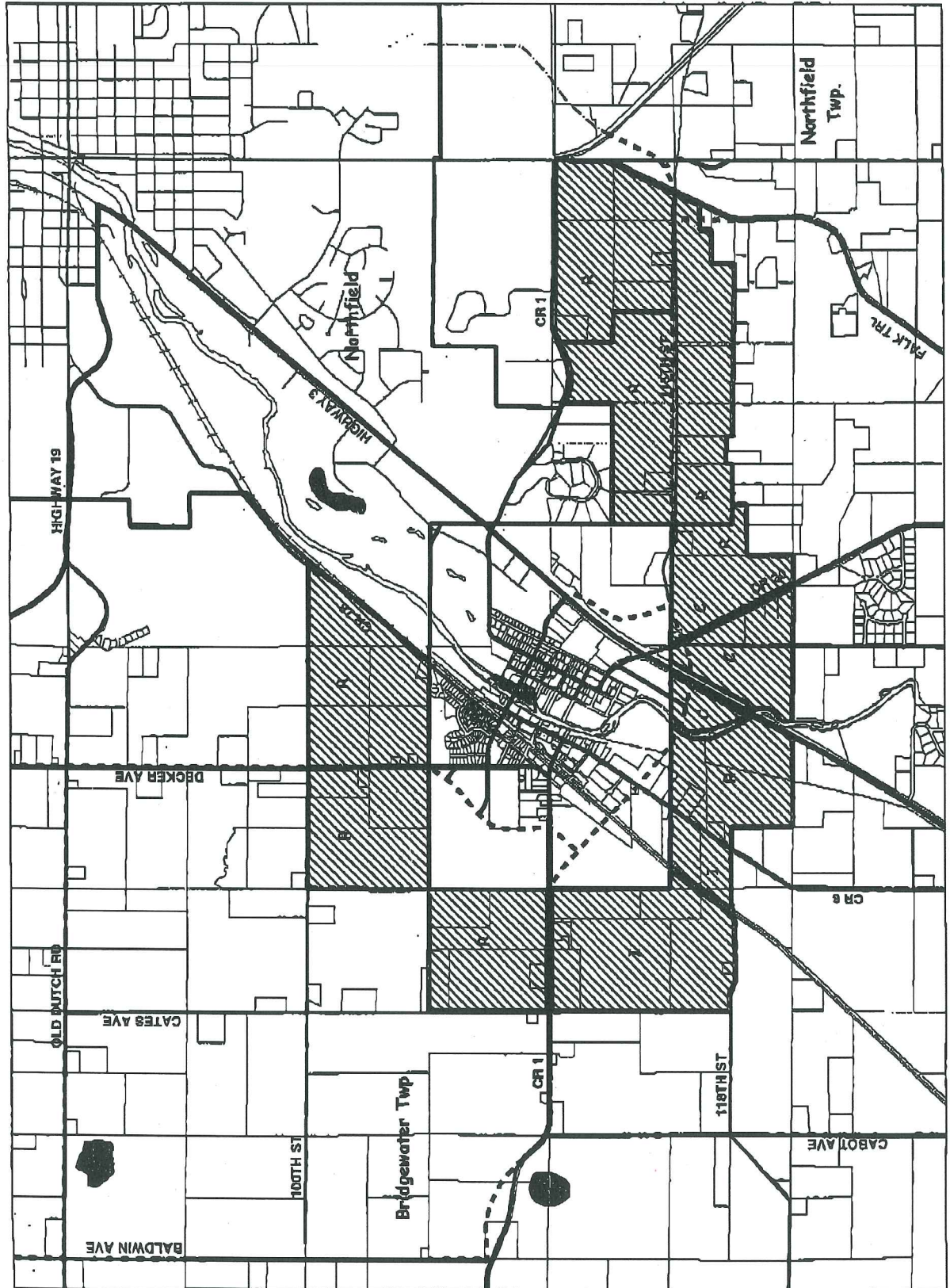


Exhibit B-2
Parcel Map
City of Dundas/
Bridgewater
Township Orderly
Annexation

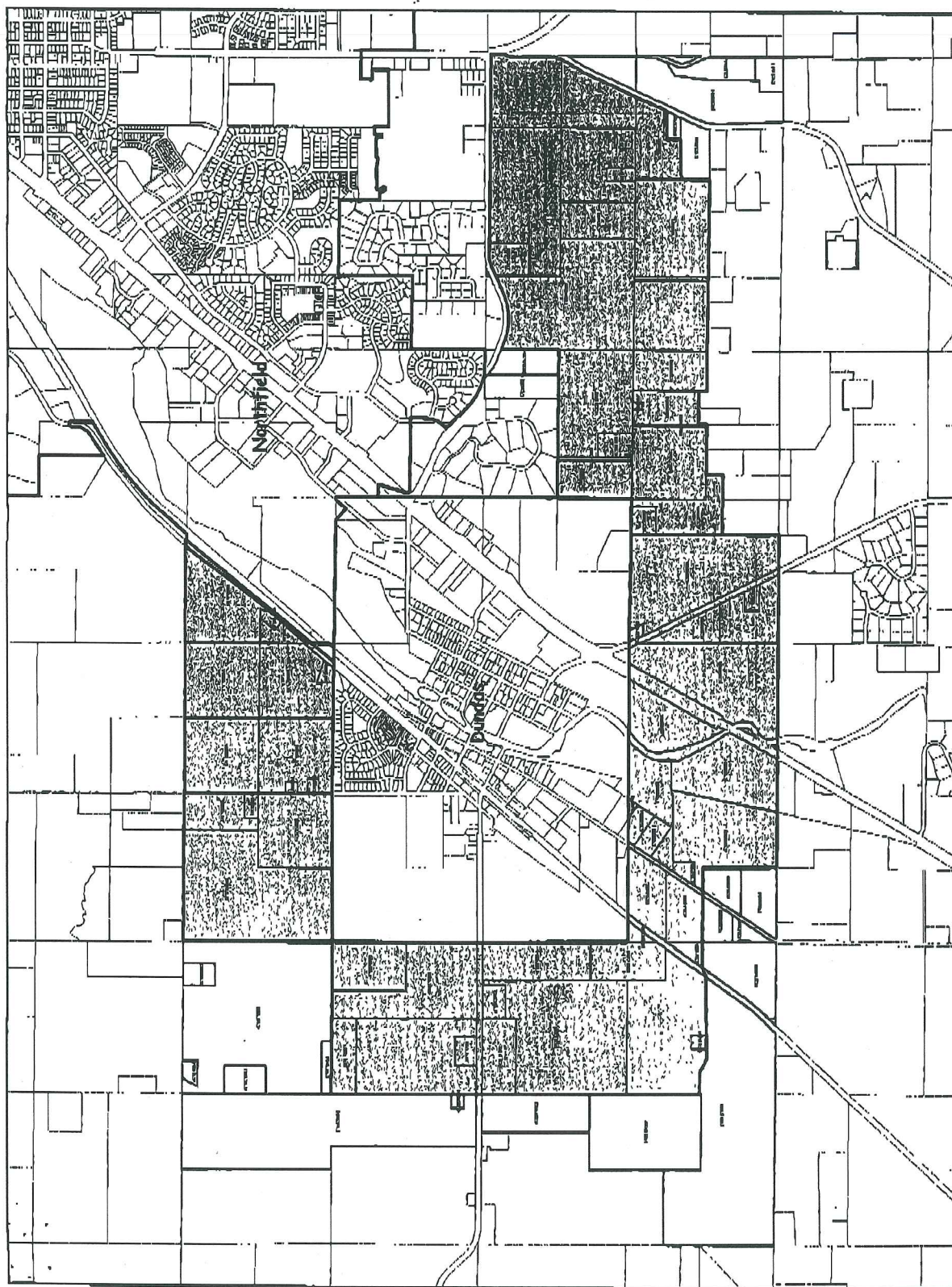
Annexation Area
Parcels
City Limits

REC'D BY
MMB

SEP 07 2004

1,000 500 0 1,000 Feet

Parcel boundaries, boundaries and lines for
this annexation are shown in solid lines.



REC'D BY
MMB

SEP 07 2004

EXHIBIT C**DESCRIPTION OF WENDWOOD ADDITION**

All that part of the South Half of the Southeast quarter of section 11, Township 111 North, Range 20 West, lying southerly of the southerly right of way line of County State Aid Highway No. 1 and westerly of the centerline of the Township Road, and the Northwest quarter of the Northeast quarter of Section 14, Township 111 North, Range 20 West, and the West One Third of the Northeast quarter of the Northeast quarter of Section 14, Township 111 North, Range 20 West described as: Beginning at the South quarter corner of Section 11; thence North 0 degrees 10 minutes 31 seconds West (assumed bearing) along the North-South centerline of Section 11, a distance of 1172.93 feet to the point of intersection of said North-South centerline with the southerly right of way line of County State Aid Highway No. 1; thence South 64 degrees 25 minutes 17 seconds East along said southerly right of way line, 549.49 feet; thence North 25 degrees 34 minutes 43 seconds East along said southerly right of way line, 15.00 feet; thence South 64 degrees 25 minutes 17 seconds East, along said southerly right of way line, 300.00 feet; thence South 46 degrees 43 minutes 24 seconds East, along said southerly right of way line, 414.46 feet; thence South 51 degrees 25 minutes 30 seconds East, along said southerly right of way line, 272.92 feet to the point of intersection of said southerly highway right of way line with the centerline of the Township Road; thence South 3 degrees 39 minutes 05 seconds East along said Township Road centerline, 175.55 feet to the point of curvature of a circular curve to the left; thence along a 151.11 foot radius curve (Central Angle = 40 degrees 00 minutes 00 seconds), an arc distance of 105.49 feet to the point of tangency; thence South 43 degrees 39 minutes 05 seconds East along the tangent 27.73 feet to the point of curvature of a circular curve to the left; thence along a 249.05 foot radius curve (Central Angle = 46 degrees 17 minutes 08 seconds), an arc distance of 201.19 feet to the point of tangency; thence South 89 degrees 56 minutes 13 seconds East along the tangent of said Township Road centerline the same being the North line of Section 14, a distance of 211.10 feet to a point on the East line of the West One Third of the Northeast quarter of the Northeast quarter of Section 14; thence South 0 degrees 20 minutes 04 seconds East along said East line, 1318.48 feet to a point on the South line of the Northeast quarter of the Northeast quarter of Section 14; thence North 89 degrees 29 minutes 18 seconds West along the South line of the North Half of the Northeast quarter of Section 14, a distance of 1727.55 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of Section 14; thence North 1 degrees 11 minutes 52 seconds West along the North-South centerline of Section 14, a distance of 1305.23 feet to the point of beginning, excepting therefrom the North 264 feet of the East 300 feet of the West One Third of the Northeast quarter of the Northeast quarter of section 14.

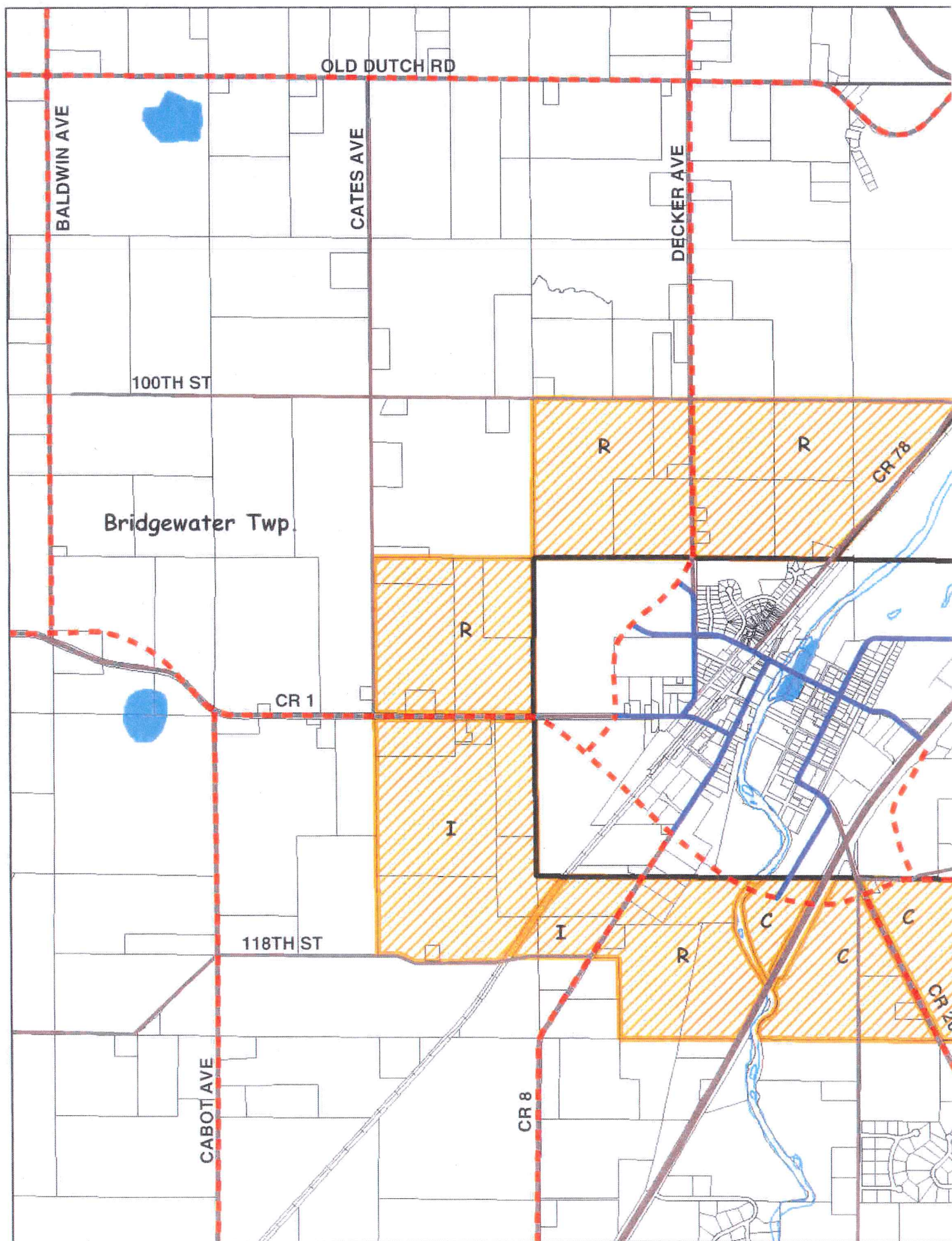
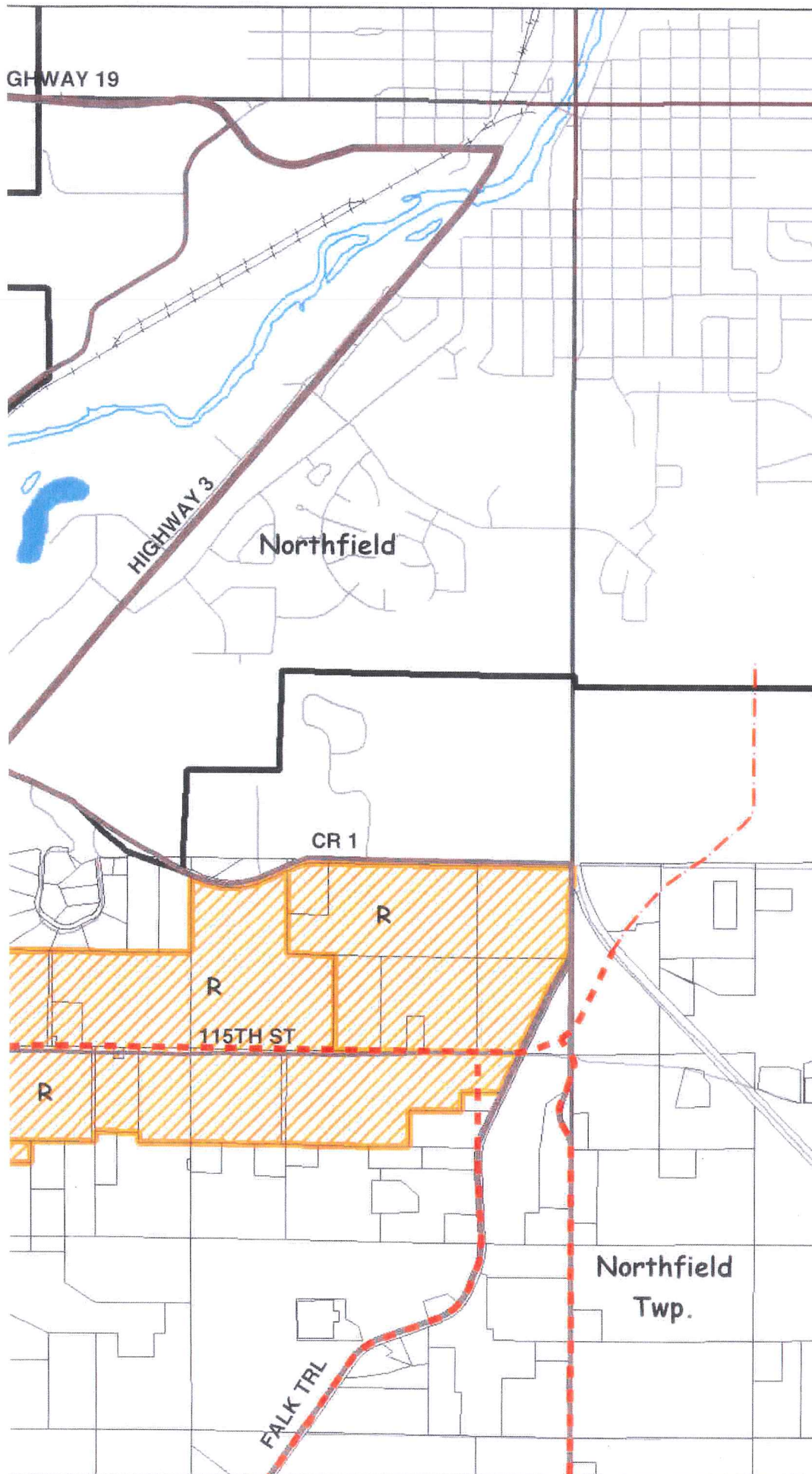





Exhibit B-1 City of Dundas/ Bridgewater Township Orderly Annexation



Legend

-  City Boundary
-  Township Boundary
-  Annexation Area
2004-2033

Anticipated Land Uses

- R** Residential
- C** Commercial
- I** Industrial

1,000 500 0 1,000 Feet

