

(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 13 day of March, 2019, by and between John P. Machacek and Gloria J. Machacek, husband and wife, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

**AGREEMENT**

That for and in consideration of the sum of Two Thousand and Six Hundred and One Dollars and Ten Cents (\$2,601.10) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the “Temporary Construction Easement”), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the “Permanent Easement Area”), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the “Temporary Construction Easement Area”).
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: a utility easement held by the City of Northfield dated August 16, 1995, and recorded on October 10, 1995 as Document Number 406357 in the Office of County Recorder for Rice County, Minnesota.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utility facilities and improvements, and such other improvements appurtenant thereto (e.g., trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The Grantee shall replace any and all lilac bushes which are removed by the Grantee from the Temporary Construction Easement Area as a result of work being performed in the Temporary Construction Easement Area. Before the Grantee replaces the lilac bushes, the Grantee and the Grantor shall determine the location of the where the replacement lilac

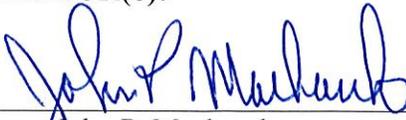
bushes are to be planted. The Grantee shall be responsible for the costs associated with purchasing and planting the lilac bushes.

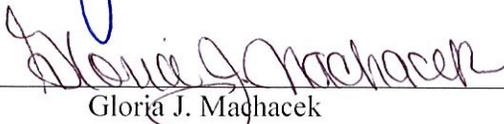
12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
13. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage and utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
14. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

*(Remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR(S):**

  
\_\_\_\_\_  
John P. Machacek

  
\_\_\_\_\_  
Gloria J. Machacek

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

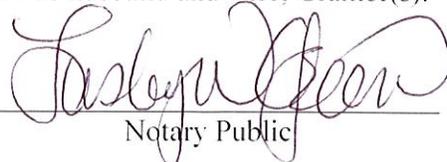
By: \_\_\_\_\_  
Deb Little, Its City Clerk

Florida )  
STATE OF MINNESOTA )   
Volusia ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this 13 day of March, 2019, by John P. Machacek and Gloria J. Machacek as husband and wife, Grantor(s).



Lesley W. Green  
State of Florida  
My Commission Expires 01/16/2023  
Commission No. GG 284613

  
\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

PID 2205325009

John P and Gloria J Machacek

**EXISTING LEGAL DESCRIPTION**

Lot 3, Block 1, MACHACEK ADDITION, Rice County Minnesota.

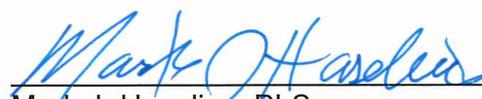
**PROPOSED PERMANENT EASEMENT:**

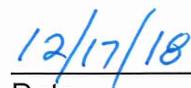
That part of Lot 3, Block 1, MACHACEK ADDITION, Rice County, Minnesota, described as follows: Commencing at the northwest corner of said Lot 3; thence South 00 degrees 24 minutes 56 seconds West, assumed bearing, along the west line of said Lot 3, a distance of 251.55 feet; thence South 89 degrees 57 minutes 07 seconds East 10.00 feet to the east line of the existing public easement as platted in said MACHACEK ADDITION, and point of beginning of the permanent easement herein described; thence continue South 89 degrees 57 minutes 07 seconds East 47.35 feet; thence South 30 degrees 19 minutes 15 seconds East 13.37 feet to the southeasterly line of said Lot 3; thence South 51 degrees 17 minutes 19 seconds West along said southeasterly line 69.84 to a line parallel with and 10 feet easterly of (as measured at right angles to) said west line of Lot 3, said parallel line being the east line of said existing public easement as platted in said MACHACEK ADDITION; thence North 00 degrees 24 minutes 56 seconds East along said line 55.25 feet to the point of beginning.

**PROPOSED TEMPORARY EASEMENT:**

That part of Lot 3, Block 1, MACHACEK ADDITION, Rice County, Minnesota, described as follows: Commencing at the northwest corner of said Lot 3; thence South 00 degrees 24 minutes 56 seconds West, assumed bearing, along the west line of said Lot 3, a distance of 251.55 feet; thence South 89 degrees 57 minutes 07 seconds East 10.00 feet to the east line of the existing public easement as platted in said MACHACEK ADDITION, and point of beginning of the temporary easement herein described; thence continue South 89 degrees 57 minutes 07 seconds East 7.00 feet; thence North 00 degrees 24 minutes 56 seconds East 105.00 feet; thence North 89 degrees 57 minutes 07 seconds West 7.00 feet to a line parallel with and 10 feet easterly of (as measured at right angles to) said west line of Lot 3, said parallel line being the east line of said existing public easement as platted in said MACHACEK ADDITION; thence South 00 degrees 24 minutes 56 seconds West along said line 105.00 feet to the point of beginning.

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.

  
Mark J. Haselius, PLS  
MN License No. 47034

  
Date

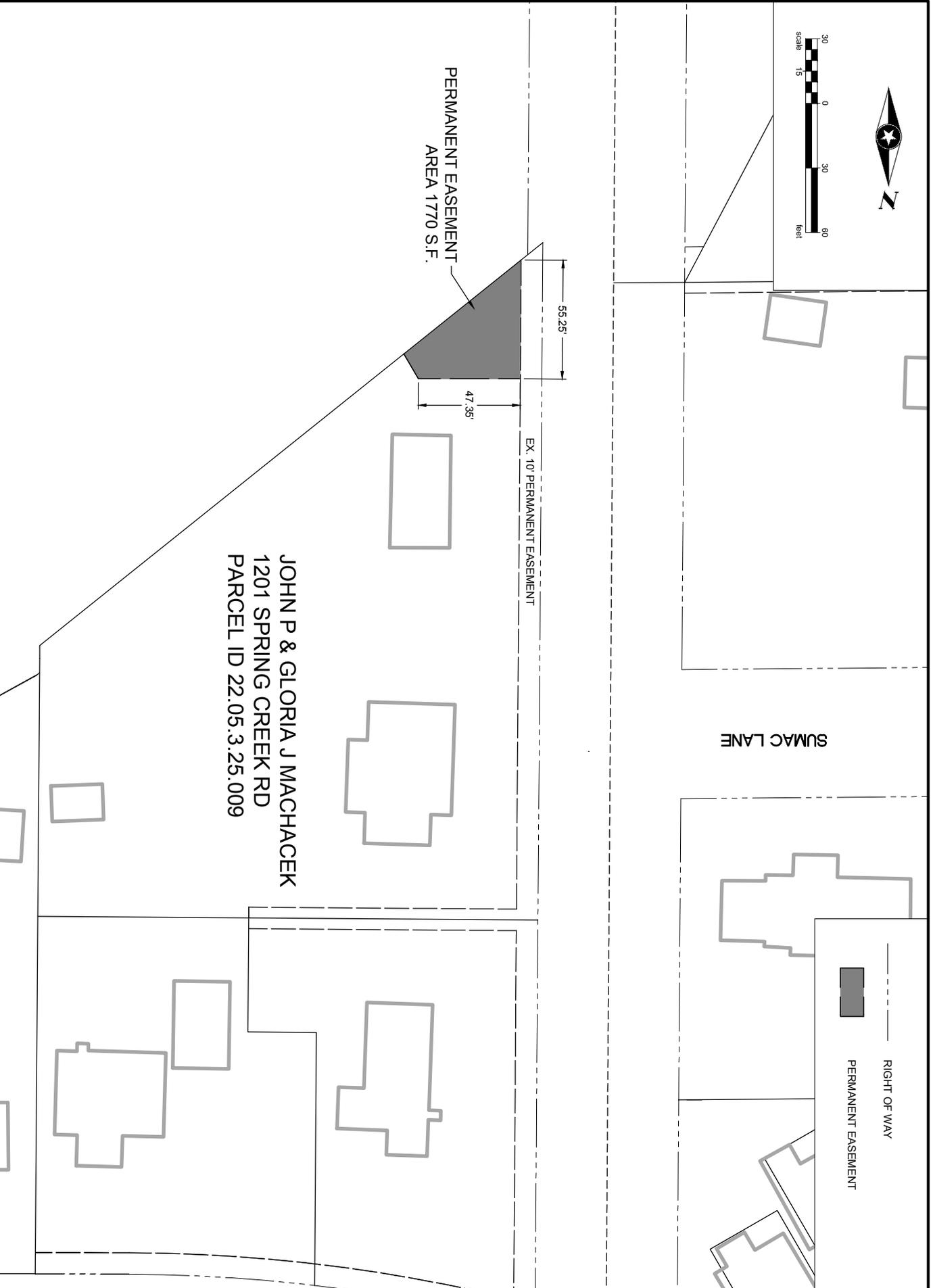


PHONE: 952.912.2800  
10901 RED CIRCLE DRIVE,  
SUITE 300  
MINNETONKA, MN 55343  
www.sehinc.com



CULVERT NO. 66J81 AND APPROACH GRADING  
JOHN P & GLORIA J MACHACEK  
EXHIBIT B

FILE NO. S.A.P. 149-124-001  
DATE: 12/13/2018

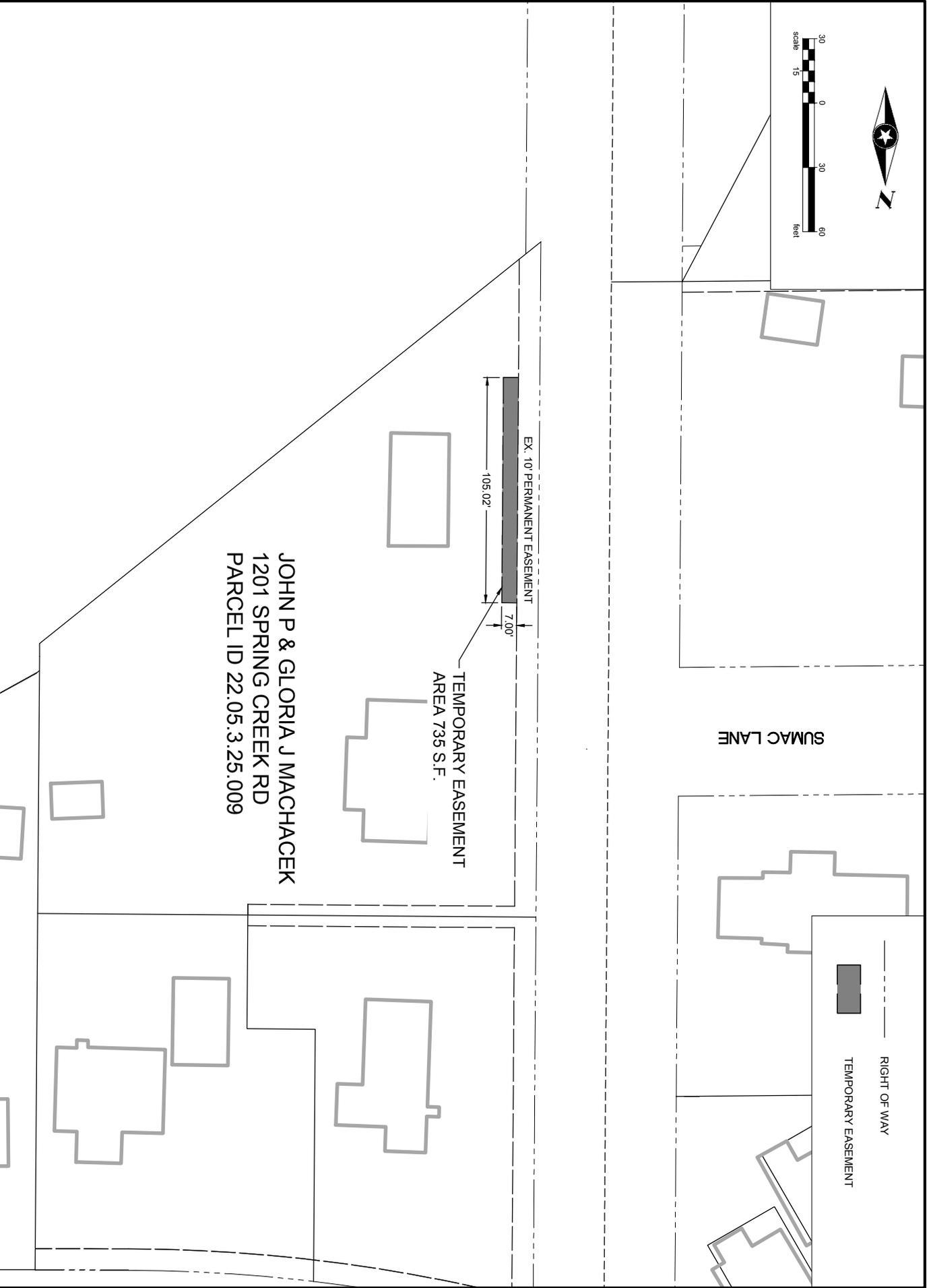


**SEH**  
PHONE: 952.912.2800  
10901 RED CIRCLE DRIVE,  
SUITE 300  
MINNETONKA, MN 55343  
www.sehinc.com



**CULVERT NO. 66J81 AND APPROACH GRADING**  
**JOHN P & GLORIA J MACHACEK**  
**EXHIBIT B**

**FILE NO.**  
S.A.P. 149-124-001  
**DATE:**  
12/13/2018



(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 9<sup>th</sup> day of FEBRUARY, 2019, by and between Mark Pritchard and Julie Pritchard, husband and wife, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

**AGREEMENT**

That for and in consideration of the sum of Two Hundred and Sixty-Two Dollars and Sixteen Cents (\$262.16) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utility facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

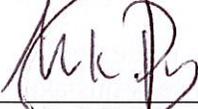
12. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage and utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

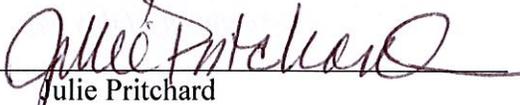
*(Remainder of this page intentionally left blank)*



IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR(S):**

  
\_\_\_\_\_  
Mark Pritchard

  
\_\_\_\_\_  
Julie Pritchard

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA    )  
                  Dakota    ) ss.  
COUNTY OF RICE        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2019, by Mark Pritchard and Julie Pritchard as husband and wife, Grantor(s).



  
\_\_\_\_\_  
Notary Public

**EXHIBIT E**

**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the temporary easement herein described; thence South 00 degrees 24 minutes 56 seconds West, along a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4, a distance of 245.53 feet; thence South 89 degrees 51 minutes 02 seconds East 10.00 feet; thence North 00 degrees 24 minutes 56 seconds East 99.77 feet; thence South 89 degrees 35 minutes 04 seconds East 60.00 feet; thence North 00 degrees 24 minutes 56 seconds East 186.00 feet; thence South 60 degrees 29 minutes 26 seconds West 81.47 feet to the point of beginning.

**EXHIBIT D**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the permanent easement herein described; thence North 60 degrees 29 minutes 26 seconds 81.47 feet; thence North 30 degrees 19 minutes 15 seconds West 26.27 feet to the southeasterly line of Lot 3, Block 1, MACHACEK ADDITION; thence South 51 degrees 17 minutes 19 seconds West along said southeasterly line 73.71 feet to a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4; thence South 00 degrees 24 minutes 56 seconds West along said parallel line 16.71 feet to the point of beginning.

**EXHIBIT C**

**LEGAL DESCRIPTION OF REAL PROPERTY**

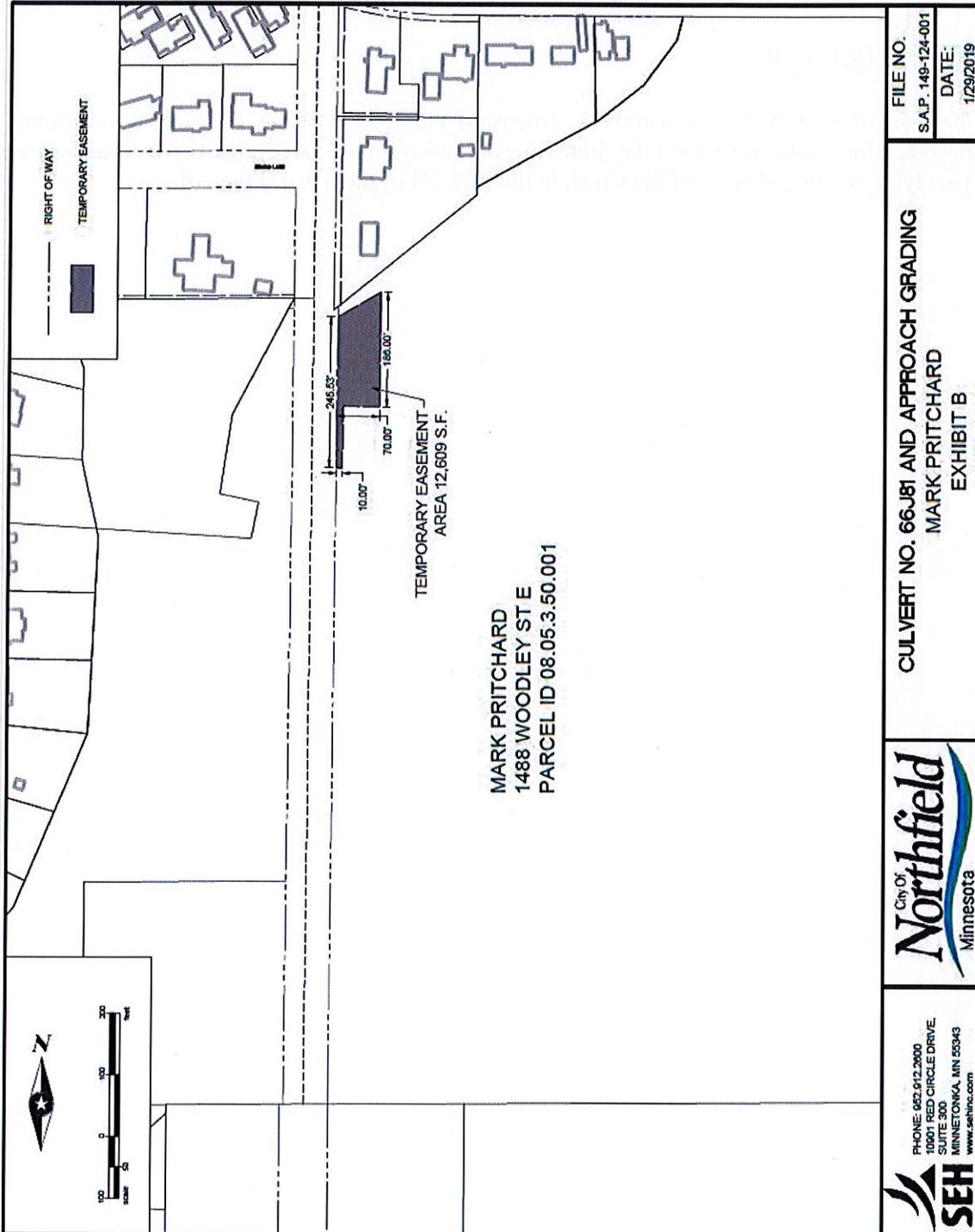
The real property referenced in this Permanent Easement is legally described as follows:

**LEGAL DESCRIPTION:**

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

**EXHIBIT B**

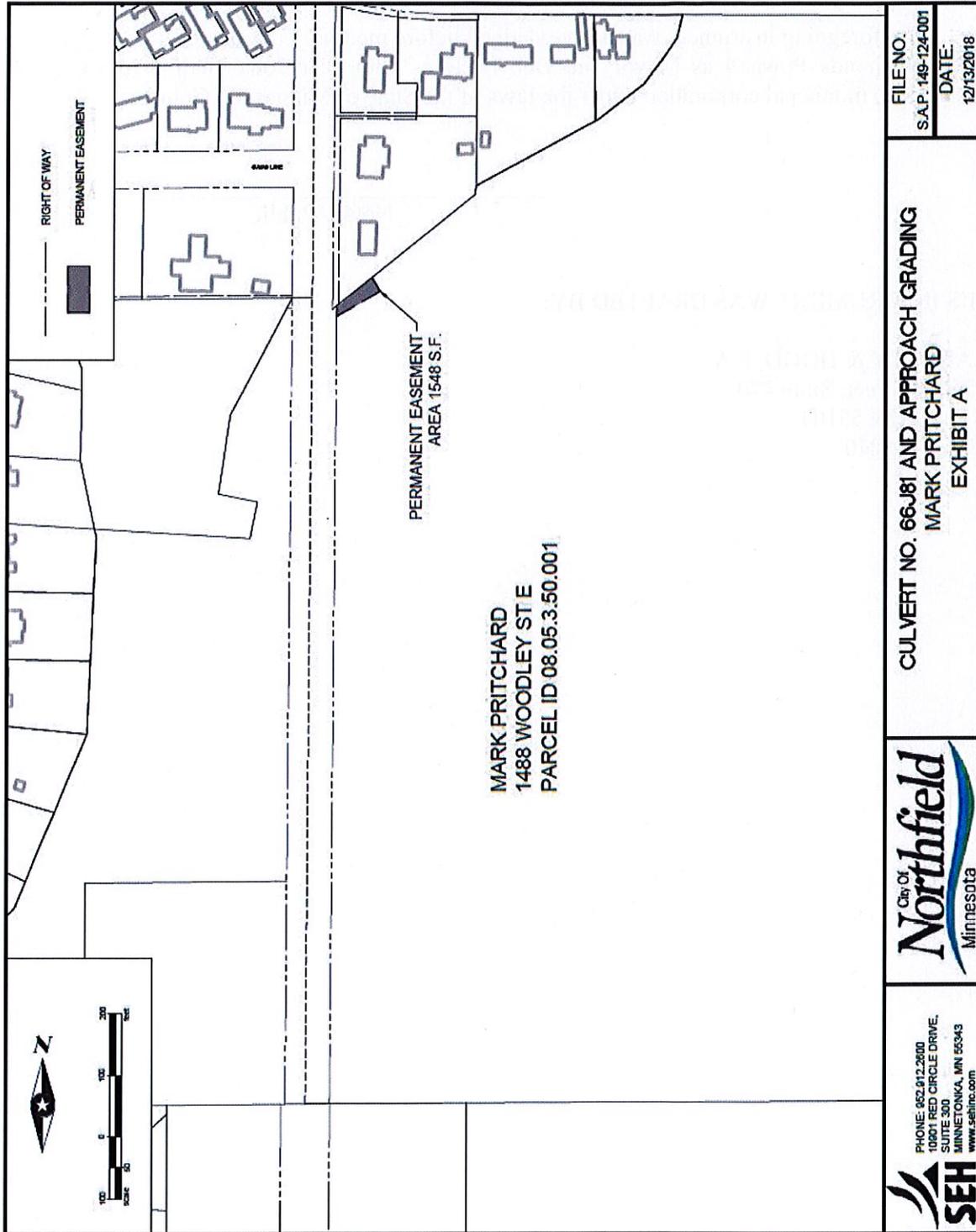
**DEPICTION OF TEMPORARY EASEMENT**



DATE: 1/29/2019 10:14 AM 149-124-001 S.A.P. 149-124-001 EXHIBIT B DEPICTION OF TEMPORARY EASEMENT

**EXHIBIT A**

**DEPICTION OF PERMANENT EASEMENT**



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

---

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 9<sup>th</sup> day of APRIL, 2019, by and between Mark Pritchard, an individual, as trustee, or his successor in trust, of the Erik John Pritchard Special Needs Trust, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

**AGREEMENT**

That for and in consideration of the sum of Two Hundred and Sixty-Two Dollars and Sixteen Cents (\$262.16) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.

4. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utility facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.

12. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage and utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

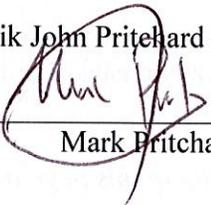
*(Remainder of this page intentionally left blank)*



IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR:**

Erik John Pritchard Special Needs Trust

  
\_\_\_\_\_  
Mark Pritchard, Its Trustee

**GRANTEE:**

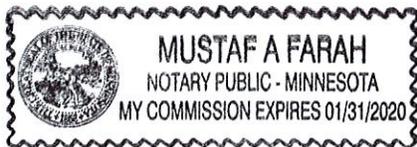
CITY OF NORTHFIELD, MINNESOTA

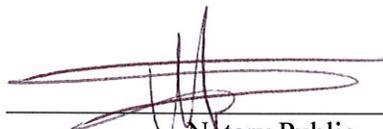
By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA    )  
                                  Dakota    ) ss.  
COUNTY OF RICE        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2019, by Mark Pritchard as trustee, Grantor.



  
\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

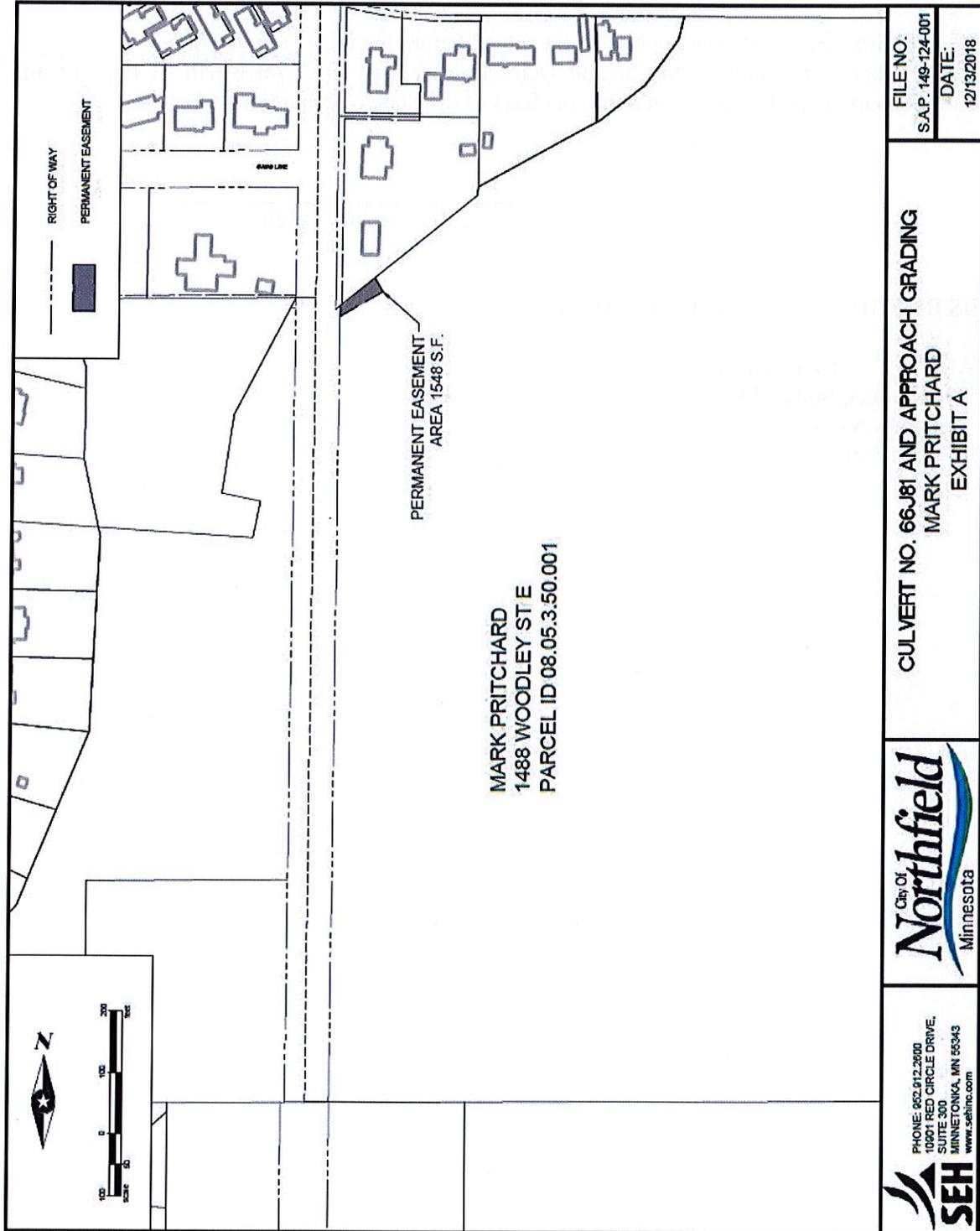
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840

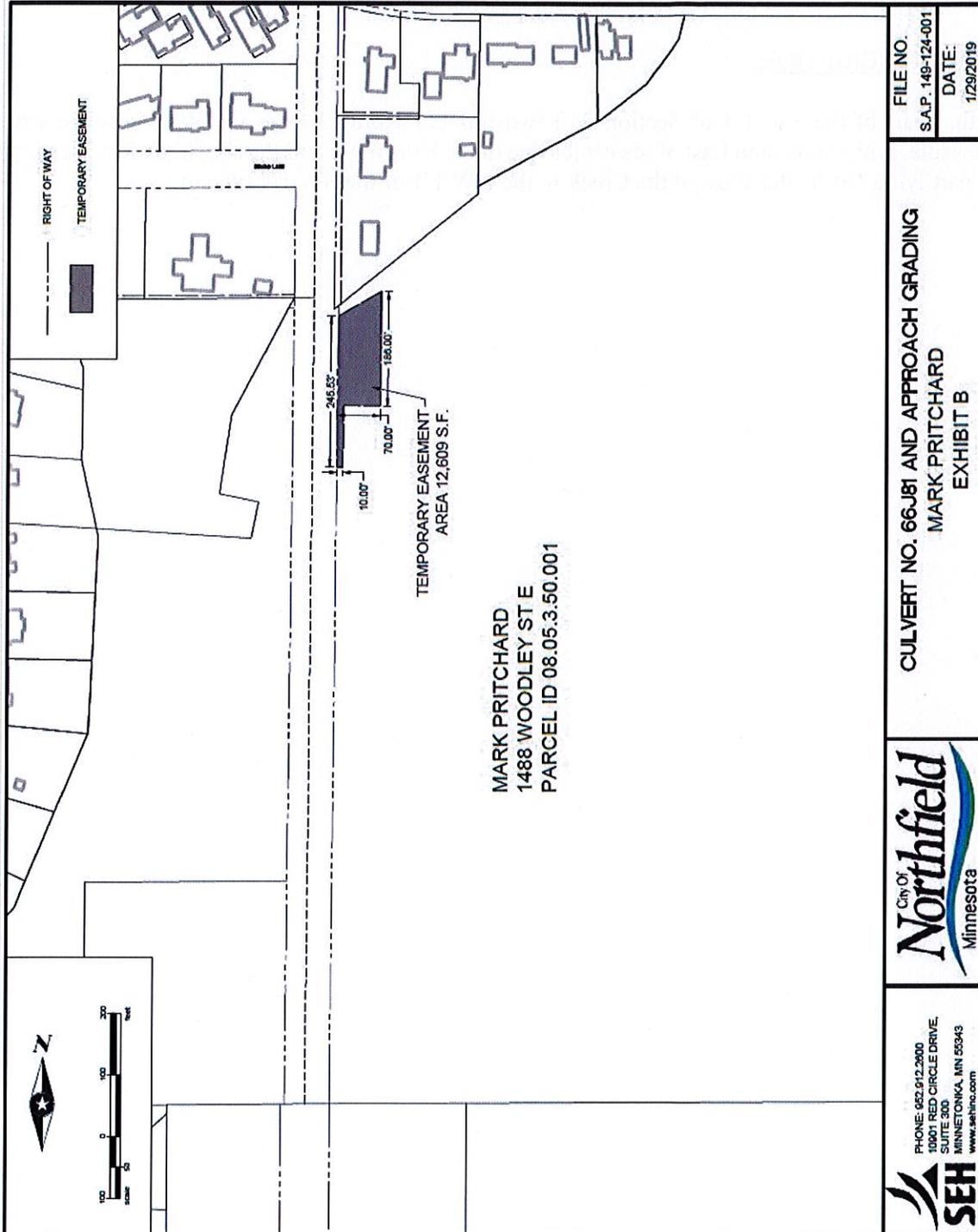
**EXHIBIT A**

**DEPICTION OF PERMANENT EASEMENT**



**EXHIBIT B**

**DEPICTION OF TEMPORARY EASEMENT**



**EXHIBIT C**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property referenced in this Permanent Easement is legally described as follows:

**LEGAL DESCRIPTION:**

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.

**EXHIBIT D**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the permanent easement herein described; thence North 60 degrees 29 minutes 26 seconds 81.47 feet; thence North 30 degrees 19 minutes 15 seconds West 26.27 feet to the southeasterly line of Lot 3, Block 1, MACHACEK ADDITION; thence South 51 degrees 17 minutes 19 seconds West along said southeasterly line 73.71 feet to a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4; thence South 00 degrees 24 minutes 56 seconds West along said parallel line 16.71 feet to the point of beginning.

**EXHIBIT E**

**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the temporary easement herein described; thence South 00 degrees 24 minutes 56 seconds West, along a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4, a distance of 245.53 feet; thence South 89 degrees 51 minutes 02 seconds East 10.00 feet; thence North 00 degrees 24 minutes 56 seconds East 99.77 feet; thence South 89 degrees 35 minutes 04 seconds East 60.00 feet; thence North 00 degrees 24 minutes 56 seconds East 186.00 feet; thence South 60 degrees 29 minutes 26 seconds West 81.47 feet to the point of beginning.

(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 13 day of February, 2019, by and between Kari Pritchard and Robert Wilder, wife and husband, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

**AGREEMENT**

That for and in consideration of the sum of Two Hundred and Sixty-Two Dollars and Sixteen Cents (\$262.16) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the "Permanent Easement"), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the "Permanent Easement Area"), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.



4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: none.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utility facilities and improvements, and such other improvements appurtenant thereto (e.g., sidewalks, trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.



12. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage and utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

*(Remainder of this page intentionally left blank)*







STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RICE         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rhonda Pownell as Mayor and Deb Little as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

\_\_\_\_\_  
Notary Public

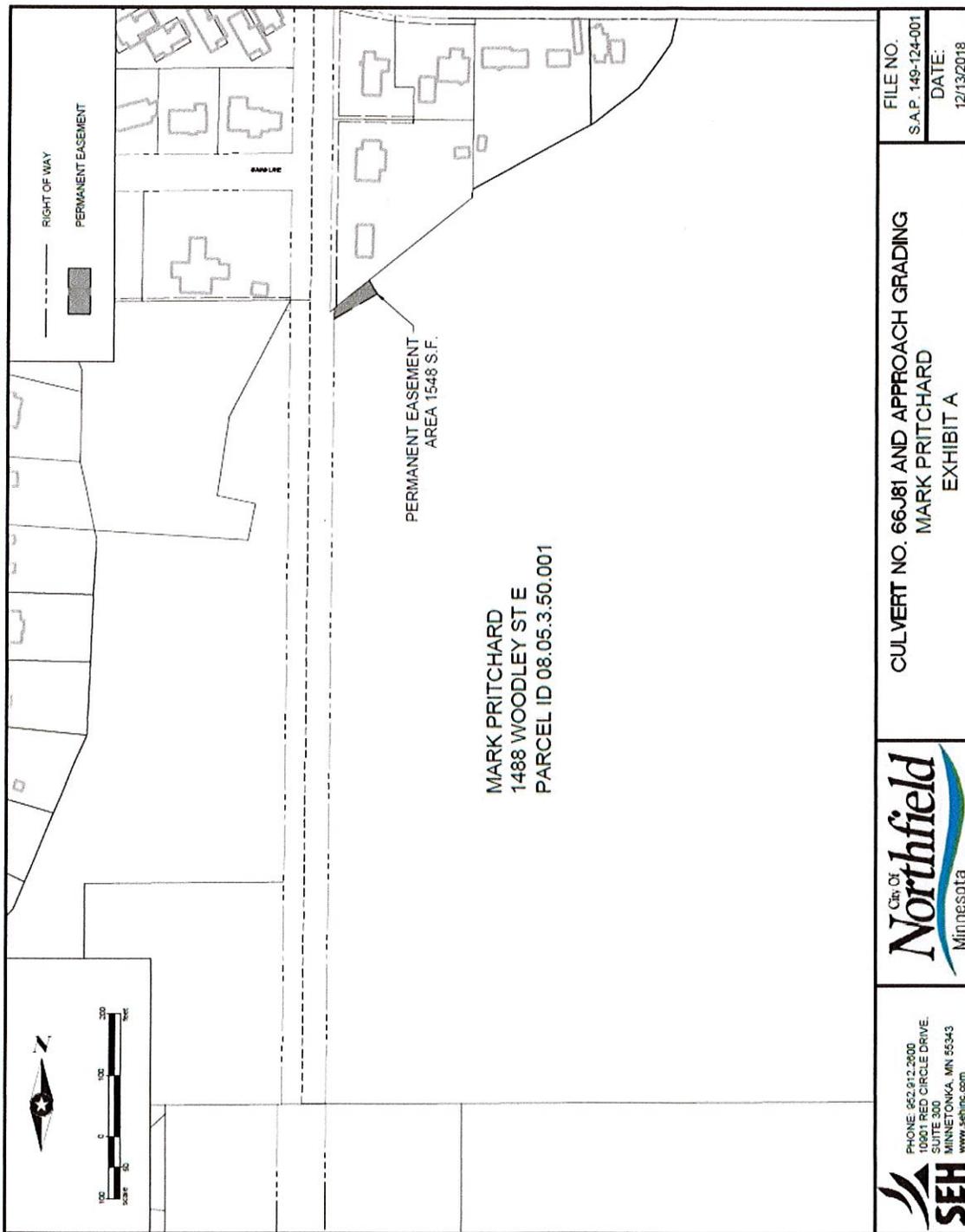
THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103  
(651) 225-8840



**EXHIBIT A**

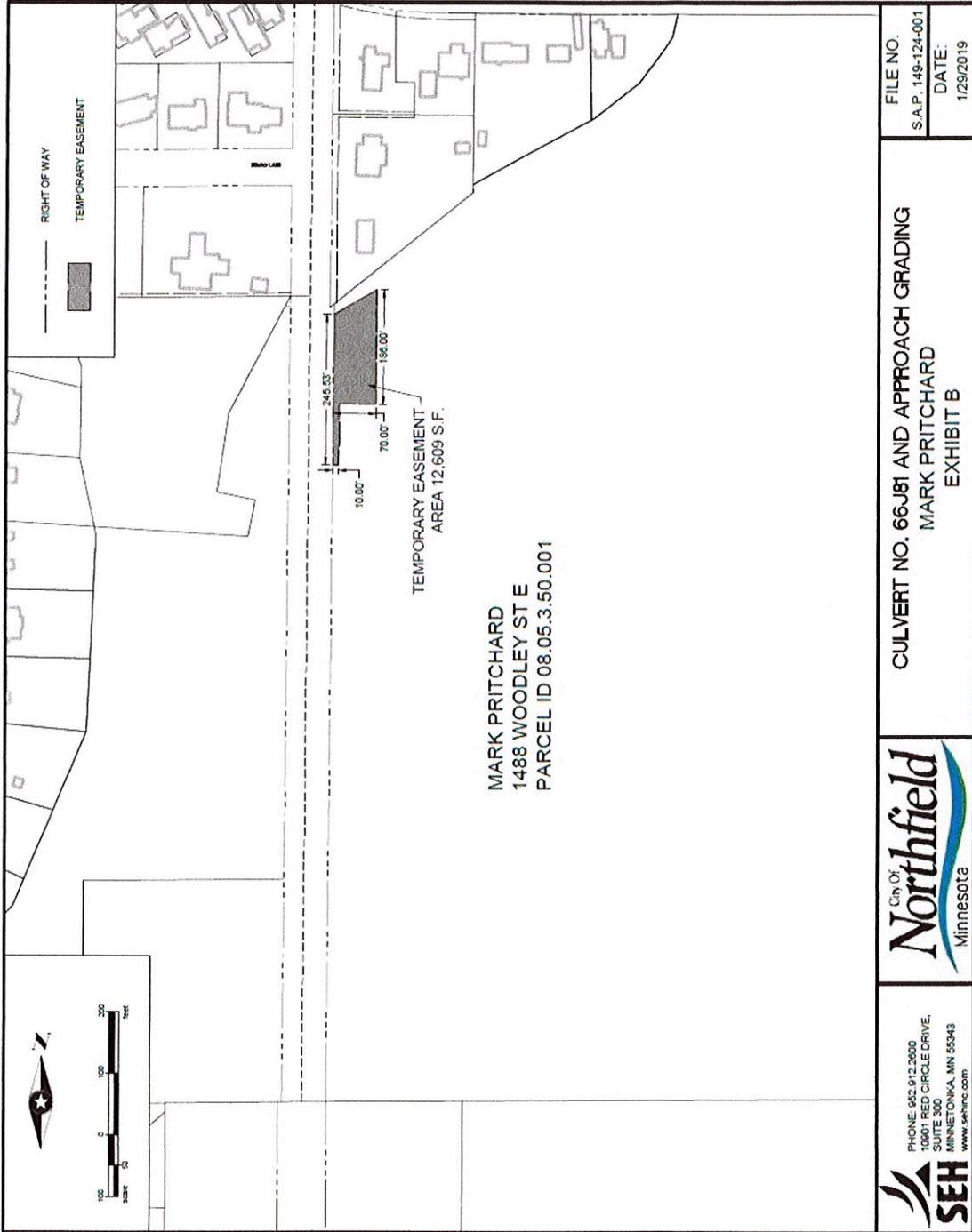
**DEPICTION OF PERMANENT EASEMENT**





**EXHIBIT B**

**DEPICTION OF TEMPORARY EASEMENT**





**EXHIBIT C**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property referenced in this Permanent Easement is legally described as follows:

**LEGAL DESCRIPTION:**

All that part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, lying South and East of the center line of the Northfield and Prairie Creek Road, except that part lying North and West of the Creek in the NW 1/4 of the SW 1/4 thereof.



**EXHIBIT D**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the permanent easement herein described; thence North 60 degrees 29 minutes 26 seconds 81.47 feet; thence North 30 degrees 19 minutes 15 seconds West 26.27 feet to the southeasterly line of Lot 3, Block 1, MACHACEK ADDITION; thence South 51 degrees 17 minutes 19 seconds West along said southeasterly line 73.71 feet to a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4; thence South 00 degrees 24 minutes 56 seconds West along said parallel line 16.71 feet to the point of beginning.



**EXHIBIT E**

**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

**LEGAL DESCRIPTION:**

That part of the SW 1/4 of Section 5, Township 111 North, Range 19 West, Rice County, Minnesota, described as follows: Commencing at the southwest corner of said SW 1/4; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the west line of said SW 1/4 1280.58 feet; thence South 89 degrees 35 minutes 04 seconds East 40.00 feet to the point of beginning of the temporary easement herein described; thence South 00 degrees 24 minutes 56 seconds West, along a line parallel with and 40 feet easterly of (as measured at right angles to) the west line of said SW 1/4, a distance of 245.53 feet; thence South 89 degrees 51 minutes 02 seconds East 10.00 feet; thence North 00 degrees 24 minutes 56 seconds East 99.77 feet; thence South 89 degrees 35 minutes 04 seconds East 60.00 feet; thence North 00 degrees 24 minutes 56 seconds East 186.00 feet; thence South 60 degrees 29 minutes 26 seconds West 81.47 feet to the point of beginning.



## TEMPORARY CONSTRUCTION EASEMENT

This Agreement is made this 22<sup>nd</sup> day of January, 2019, by and between Michael Remes and Patricia Remes, husband and wife, as trustees, or their successor in trust, of the Patricia Remes Living Revocable Trust, referred to hereinafter as "Grantor(s)," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

### AGREEMENT

That for and in consideration of the sum of Twenty-Nine Dollars and Seven Cents (\$29.07) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Temporary Construction Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, for construction purposes (the "Temporary Construction Easement"), over, under and across that part of the tract of the real property legally described on Exhibit B, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
2. The Temporary Construction Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference (the "Temporary Construction Easement Area").
3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.
4. The Grantor(s) state and hereby covenant that the Grantor(s) are the lawful owners of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) have good and lawful right to grant the Temporary Construction Easement described herein.
5. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
6. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and

without notice to Grantor(s) by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).

7. The Grantee shall have the right to trim, remove and keep the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Temporary Construction Easement.
8. The Grantor(s) shall not erect, construct or locate in the Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
9. The Grantee shall restore any and all disturbed areas within the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
10. In restoring the Temporary Construction Easement Area, the Grantee shall ensure the Grantor(s) retain adequate access to Parcel ID 22.06.4.75.001 by way of Spring Creek Road. The point of access shall be located to the north of the Spring Creek culvert.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.
12. The Grantor(s) shall disclose to the Grantors' successors in title to the existence of the Temporary Construction Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Construction Easement.
13. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

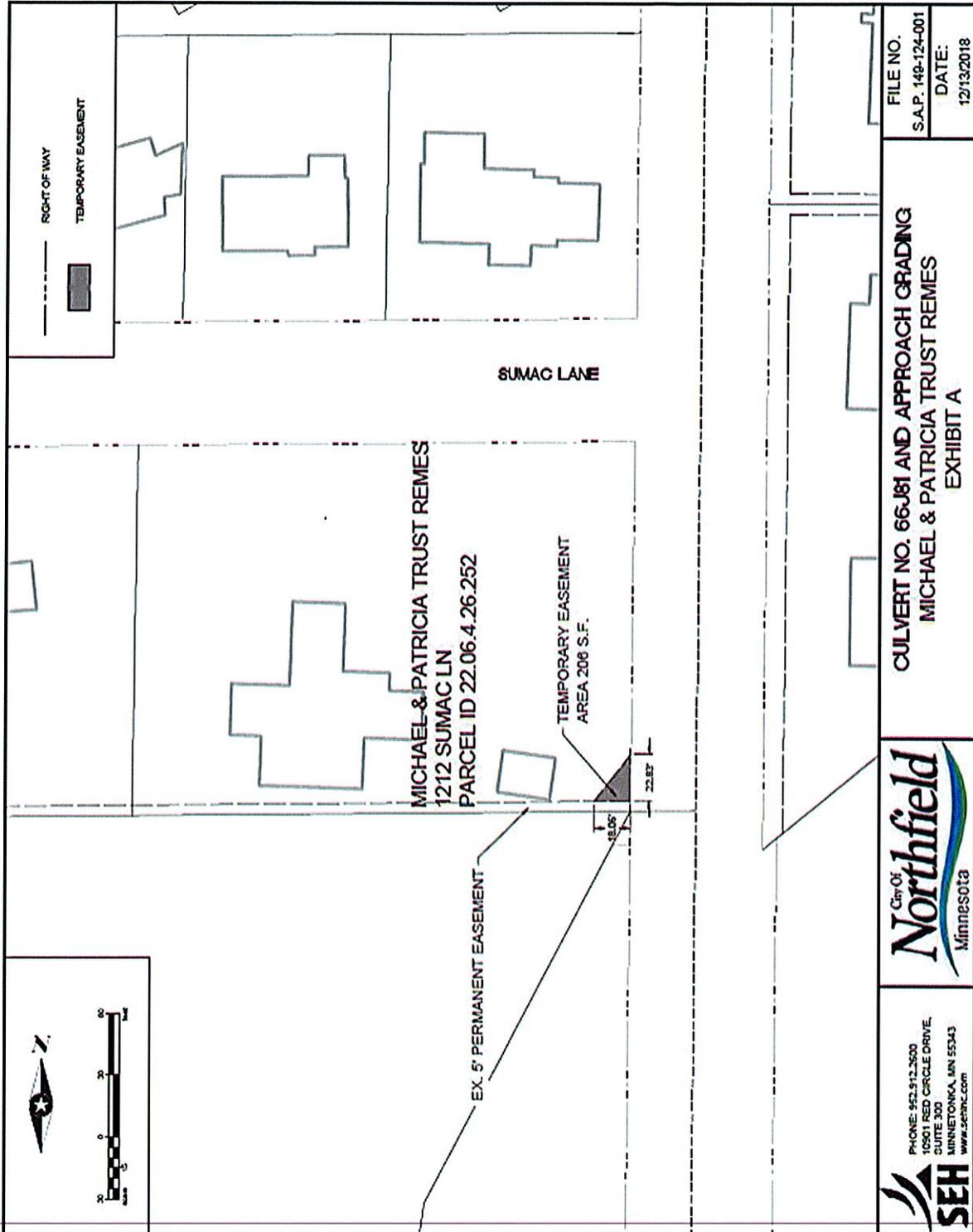
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**EXHIBIT A**

**DEPICTION OF TEMPORARY EASEMENT**



Scale 12/13/2018 11:44 AM 66J81.FXD 13/17/2018 09:58 AM P:\07\148-124-001\DWG\148-124-001-TITLE-01.dwg

**EXHIBIT B**

**LEGAL DESCRIPTION OF REAL PROPERTY**

Legal Description:

Lots 1 and 2, in Block 2, in East Woodley Addition to Northfield, Rice County, Minnesota.

## EXHIBIT C

### **LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

#### Legal Description:

That part of Lot 1, Block 2, East Woodley Addition to Northfield, Rice County, Minnesota, described as a triangular shape lying southeasterly of a line beginning at a point on the south line of said Lot 1, distant 22.00 feet westerly of the southeast corner of said Lot 1; thence northeasterly 35.76 feet more or less, to a point on the east line of said Lot 1, distant 27.83 feet north of said southeast corner, except the south 5 feet of said Lot 1.

(Top 3 inches reserved for recording data)

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**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 27<sup>th</sup> day of January, 2019, by and between Michael Remes and Patricia Remes, husband and wife, referred to hereinafter as “Grantor(s),” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

**AGREEMENT**

That for and in consideration of the sum of One Thousand Four Hundred and Fifty-two Dollars and Thirty Cents (\$1,452.30) and other good and valuable consideration, paid this date by Grantee to Grantor(s), the receipt and sufficiency of which is hereby acknowledged, the Grantor(s) and Grantee do hereby agree as follows:

1. The undersigned Grantor(s) hereby grants and conveys to the Grantee a Permanent Easement, depicted on Exhibit A, which is attached hereto and incorporated herein by reference, (the “Permanent Easement”), and a Temporary Construction Easement, depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for construction purposes (the “Temporary Construction Easement”), over, under and across that part of the tract of the real property legally described on Exhibit C, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota.
  2. The Permanent Easement is legally described on Exhibit D, which is attached hereto and incorporated by reference (the “Permanent Easement Area”), and the Temporary Construction Easement is legally described on Exhibit E, which is attached hereto and incorporated by reference (the “Temporary Construction Easement Area”).
  3. The Temporary Construction Easement shall expire no later than the earlier of (a) one year following the date on which the contractor hired by the City to complete the Grantee work first conducts work within the Permanent Easement Area or Temporary Construction Easement Area, and (b) two (2) years from the date of this Agreement.
-

4. The Grantor(s) states and hereby covenants that the Grantor(s) is the lawful owner of the above-described real property, is lawfully seized and possessed of said real property, and that the Grantor(s) has good and lawful right to grant the Permanent Easement and Temporary Construction Easement described herein. Grantor(s) further covenants that the real property is free and clear of liens and encumbrances, except: a utility easement held by the City of Northfield, dated November 18, 1998, and recorded on May 7, 1999 as Document Number 452099 in the Office of County Recorder for Rice County, Minnesota.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary drainage and utility facilities and improvements, and such other improvements appurtenant thereto (e.g., trails, fences, etc.), in the Permanent Easement Area described herein.
6. The Grantee shall have the right to use the Temporary Construction Easement Area for the purposes of constructing, excavating, grading, inspecting, installing, operating, maintaining, placing, reconstructing, improving, removing, enlarging and repairing as it may find reasonably necessary the facilities, improvements, and such other improvements appurtenant thereto for the Spring Creek Bridge replacement project.
7. The Grantee and its employees, agents, permittees, contractors and licensees shall have the right of ingress and egress to and from the Permanent Easement Area and the Temporary Construction Easement Area, including but not limited to for equipment, materials, supplies and vehicles, at all times and without notice to Grantor by such route as shall occasion the least practical damage and inconvenience to the Grantor(s).
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and the Temporary Construction Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement and Temporary Construction Easement.
9. The Grantor(s) shall not erect, construct or locate in the Permanent Easement Area or Temporary Construction Easement Area any new structure or object that was not in existence on the date of this Permanent Easement and Temporary Construction Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Area or Temporary Construction Easement Area, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee shall restore any and all disturbed areas within the Permanent Easement Area and the Temporary Construction Easement Area back to as close to original condition as is reasonably practicable given the rights granted hereunder.
11. In restoring the Permanent Easement Area and the Temporary Construction Easement Area, the Grantee shall ensure the Grantor(s) retain adequate access to Parcel ID 22.06.4.75.001 by

way of Spring Creek Road. The point of access shall be located to the north of the Spring Creek culvert.

12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants concerning the Permanent Easement shall apply to and run with the land.
13. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of any public drainage and utility facilities and improvements constructed in the Permanent Easement area in accordance with the grant of rights conveyed herein.
14. Grantor(s) and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

*(Remainder of this page intentionally left blank)*

IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

**GRANTOR(S):**

Michael Remes  
Michael Remes

Patricia Remes  
Patricia Remes

**GRANTEE:**

CITY OF NORTHFIELD, MINNESOTA

By: \_\_\_\_\_  
Rhonda Pownell, Its Mayor

By: \_\_\_\_\_  
Deb Little, Its City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RICE        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2019, by Michael Remes and Patricia Remes as husband and wife, Grantor(s).

Barbara J. Neitzel  
Notary Public

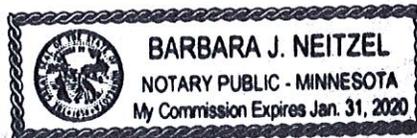
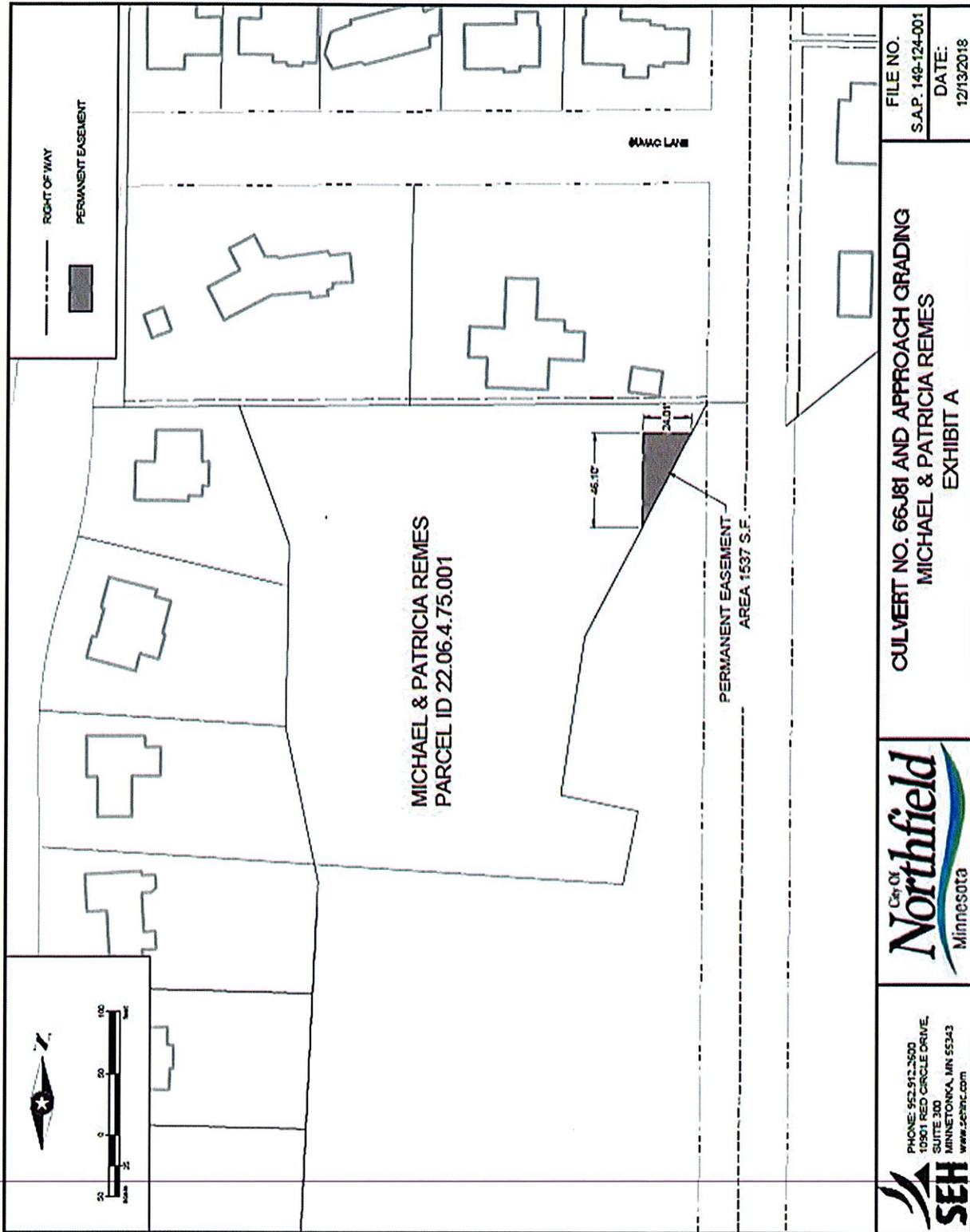




EXHIBIT A

DEPICTION OF PERMANENT EASEMENT



FILE NO.  
S.A.P. 148-124-001  
DATE:  
12/13/2018

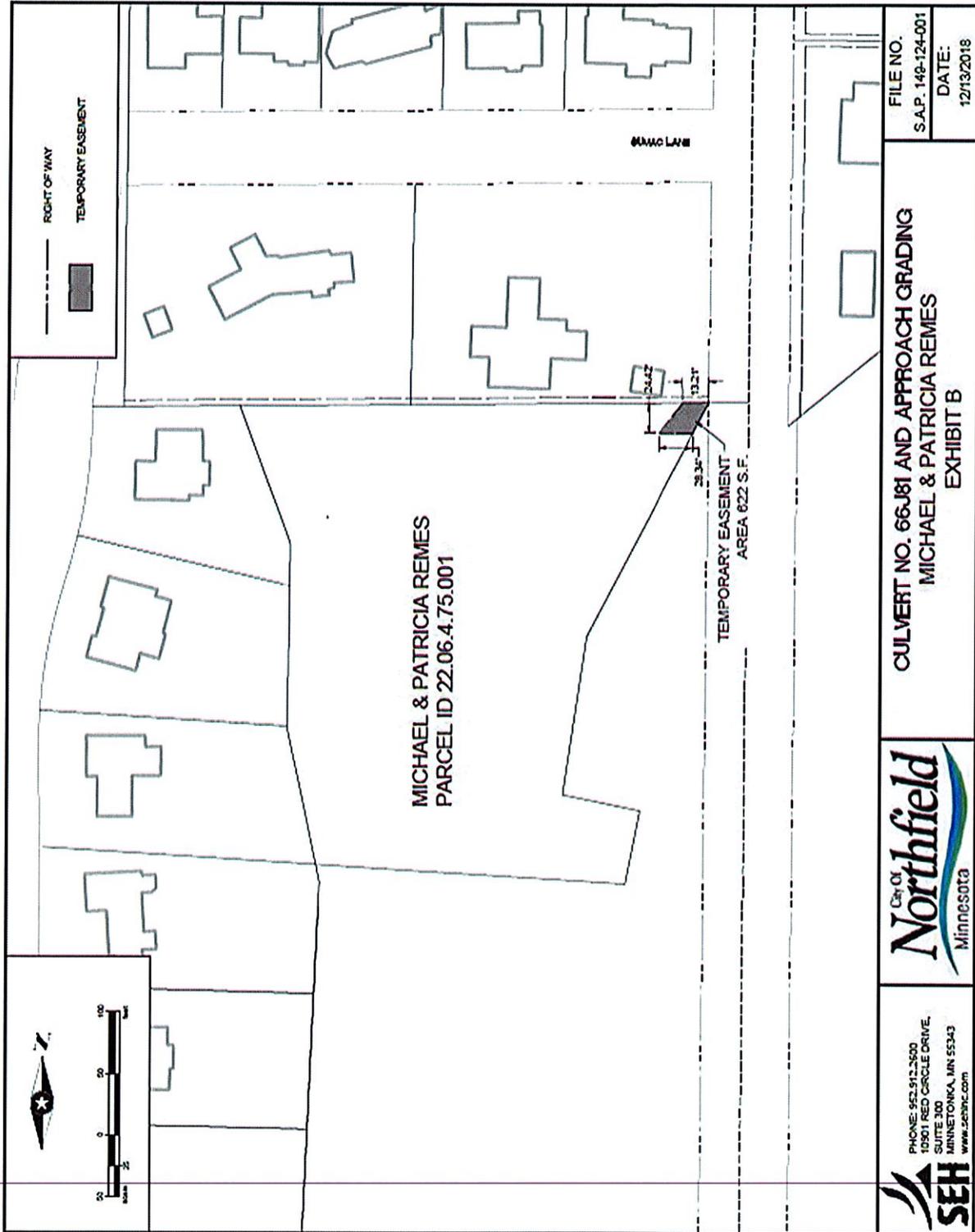
**CULVERT NO. 66J81 AND APPROACH GRADING**  
**MICHAEL & PATRICIA REMES**  
**EXHIBIT A**



PHONE: 952.912.2500  
10901 RED CIRCLE DRIVE,  
SUITE 300  
MINNETONKA, MN 55343  
www.zehntz.com

**EXHIBIT B**

**DEPICTION OF TEMPORARY EASEMENT**



## EXHIBIT C

### **LEGAL DESCRIPTION OF REAL PROPERTY**

The real property referenced in this Permanent Easement is legally described as follows:

#### LEGAL DESCRIPTION:

All that part of the South One-Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 6, Township 111 North, Range 19 West of the Fifth Principal Meridian in the City of Northfield, Rice County, Minnesota, lying easterly of the easterly line of Block 19, in PLAT OF BLOCKS 17, 18, & 19, EAST WOODLEY ADDITION, NORTHFIELD, RICE COUNTY, MINNESOTA, and lying northerly and westerly of the following described line: Beginning at the Southeast corner of Lot 3, of said Block 19; thence South 86 degrees 28 minutes 55 seconds East assumed bearing along the easterly extension of the southerly line of said Lot 3 a distance of 254.65 feet; thence North 11 degrees 27 minutes 05 seconds East a distance of 60.75 feet; thence North 78 degrees 32 minutes 55 seconds West a distance of 65.00 feet; thence North 08 degrees 27 minutes 05 seconds East a distance of 130.00 feet; thence North 27 degrees 52 minutes 48 seconds East a distance of 215.37 feet to the North line of said South One-Half of the Southeast Quarter, distant 33.00 feet westerly of the Northeast corner thereof and there terminating.

**EXHIBIT D**

**LEGAL DESCRIPTION OF PERMANENT EASEMENT**

**LEGAL DESCRIPTION:**

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 111 North, Range 19 West, Rice County, Minnesota; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the east line of said SE 1/4 1310.12 feet to the northeast corner of the South One-Half of said SE 1/4; thence South 89 degrees 30 minutes 08 seconds West along the north line of the South One-Half of said SE 1/4, a distance of 33.00 feet; thence South 27 degrees 52 minutes 48 seconds West 28.16 feet to the point of beginning of the permanent easement herein described; thence continue South 27 degrees 52 minutes 48 seconds West 86.76 feet; thence North 00 degrees 24 minutes 56 seconds East 76.83 feet; thence South 89 degrees 47 minutes 35 seconds East 40.01 feet to the point of beginning.

**EXHIBIT E**

**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

**LEGAL DESCRIPTION:**

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 111 North, Range 19 West, Rice County, Minnesota; thence North 00 degrees 24 minutes 56 seconds East, assumed bearing, along the east line of said SE 1/4 1310.12 feet to the northeast corner of the South One-Half of said SE 1/4; thence South 89 degrees 30 minutes 08 seconds West along the north line of said South One-Half of said SE 1/4, a distance of 33.00 feet to the point of beginning of the temporary easement herein described; thence South 27 degrees 52 minutes 48 seconds West 28.16 feet; thence North 89 degrees 47 minutes 35 seconds West 28.34 feet; thence North 38 degrees 24 minutes 31 seconds East 31.39 feet to the north line of said South One-Half of the SE 1/4; thence North 89 degrees 30 minutes 08 seconds East along said north line 22.01 feet to the point of beginning.