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Xcel Energy

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OFFICE OF COUNTY RECORDER

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RICE COUNTY, MINN



No. of Pages 3

I hereby certify that the within instrument was filed in this office for record on 08-16-2005 at 09:40 AM PM

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Marsha DeGroot

Rice County Recorder

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GAS PIPELINE EASEMENT

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KNOW ALL BY THESE PRESENTS, That the undersigned, hereinafter called "Grantor", in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by NORTHERN STATES POWER COMPANY, a Minnesota Corporation, the receipt and sufficiency whereof is hereby acknowledged, do hereby, grant unto said Company its successors and assigns, hereinafter called "Grantee", an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain pipelines for the transmission and distribution of gas energy, including the necessary appurtenances therefore, (hereinafter called the "Facilities") over, across, under and upon said easement on the following described land situated in the County of Rice, State of Minnesota to-wit (hereinafter called the "Premises):

DISTR. COUNTY GRANTOR
RICE COUNTY Northfield City of
R. 20 TWP 111 S02

Parcel 1:

That part of the NE1/4 of the SE1/4 of Section 2, Township 111 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, lying southeasterly of the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and a line parallel with and distant 33 feet southeasterly, measured at right angles from the center line of the main track (now removed) of the Minnesota Central Railroad Company (later the Wisconsin, Minnesota and Pacific Rail Road Company, the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over said Section 2; AND that part of the W1/2 of the SE1/4 of Section 2, Township 111 North, Range 20 West of the Fifth Principal Meridian, Rice County, Minnesota, lying southeasterly of the southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and a line parallel with and distant 50 feet southeasterly, measured at right angles from the center line of the main track (now removed) of the Minnesota Central Railroad Company (later the Wisconsin, Minnesota and Pacific Rail Road Company, the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over said Section 2.

Parcel 2:

That part of the SE1/4 of the SE1/4 of Section 2, Township 111 North, Range 20 West, lying southerly of the northerly bank of the Cannon River; excepting therefrom that part platted as "Northfield Riverview" according to the recorded plat thereof, and excepting therefrom, the following described property: Beginning at the northeast corner of the E1/2 of the NE1/4 of Section 11, Township 111 North, Range 20 West, thence southerly along the east line of said NE1/4 (for purposes of this description bearing of said east

line is assumed South 00 degrees 40 minutes 21 seconds East) a distance of 149.35 feet; thence North 53 degrees 14 minutes 34 seconds West a distance of 174.37 feet; thence South 39 degrees 58 minutes 53 seconds West a distance of 108.74 feet; North 50 degrees 01 minutes 07 seconds West a distance of 200 feet; thence North 01 degrees 04 minutes 52 seconds West a distance of 395.82; thence North 61 degrees 17 minutes 05 seconds East a distance of 407.48 feet to a point in the east line of said SE1/4 of the SE1/4, thence South 01 degrees 04 minutes 52 seconds East along said east line a distance of 591.83 feet to the point of beginning.

Parcel 3: Lot 3, Block 2, of "Northfield Riverview", according to the recorded plat thereof.

Except for the right of access and temporary working area, said easement shall be limited to that part of the Premises lying within a 50-foot wide strip of land and sideline extensions thereof, said strip being located within 25 feet each side of the following described centerline (hereinafter called the "Easement Area"):

Beginning at a point on the south line of Lot 3, Block 2 of Northfield Riverview 15.00 feet west of the east line thereof, as measured at right angles; thence North 00 degrees 13 minutes 39 seconds West parallel with the east line of said Block 2 a distance of 476.49 feet to a point on the south line of Section 2, Township 111 North Range 20 West; thence North 00 degrees 17 minutes 57 seconds West distant 15.00 feet, as measured at right angles, and parallel with the east line of said Lot 2, also being the east line of the W1/2 of the SE1/4 of Section 2, T111N, R20W a distance of 1534.92 feet; thence North 05 degrees 18 minutes 39 seconds West a distance of 352.63 feet and said centerline there terminating.

The grant of easement herein contained shall also include the right of reasonable access to the Easement Area across the Premises for the purpose of exercising the rights granted herein, together with the right to remove from the Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee's opinion interferes with the Facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof. The grant of easement herein contained shall also include the right of reasonable temporary use by Grantor of the Premises adjacent to said Easement Area during construction, repair or replacement of the Facilities, for additional construction area.

Except as otherwise provided herein in any Underground Distribution Agreement between the Grantor and Grantee covering the Premises. Grantee shall, after installation of the above described Facilities, or after the exercise of any rights granted herein, restore the Premises subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no building, structure or obstruction will be erected or permitted or any trees planted on or within the Easement Area, that he will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger the Facilities.

The grant herein contained shall also include the right of Grantee to permit the joint undergrounding with public utility and cable television companies.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, his personal representatives, heirs, successors and assigns.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and that they are authorized by City Council resolution to enter into this agreement on behalf of the City of Northfield as of this 15th day of August, 2005.

CITY OF NORTHFIELD
[Signature]
Lee Lansing, Mayor
[Signature]
Debra Little, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 15th day of August, 2005, by Lee Lansing, the Mayor, and Debra Little, the Clerk, of the City of Northfield, a Minnesota municipal corporation, and that they have been duly authorized by City Council resolution to execute this agreement on behalf of the City of Northfield.

[Signature]
NOTARY PUBLIC

This instrument was drafted by: SJR
Northern States Power Company
414 Nicollet Mall, Minneapolis, MN 55401
Abstract: 2005.094

