

(Do not write in the space above. Reserved for recording/transferee data)

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

This Agreement is made this 3rd day of DECEMBER, 2025, by and between Mark J. Pritchard and Julie A. Pritchard as Trustees of the Mark J. Pritchard and Julie A. Pritchard Joint Revocable Trust dated January 27, 2020, as to a 50% interest, and Kari L. Pritchard and Robert T. Wilder as Trustees of the Kari L. Pritchard Revocable Trust under Agreement dated May 8, 2020, as to a 50% interest, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Sixteen Thousand Five Hundred Seventy-Seven and 60/100 Dollars (\$16,577.60) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement for public drainage and utility purposes (the "Permanent Easement"), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in Northfield Township, Rice County, Minnesota; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that part of the tract of land legally described on Exhibit A, in Northfield Township, Rice County, Minnesota, as legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary

Easement Area in connection with the Spring Creek Road Reconstruction Project, which will include grading and the reconstruction of public right-of way, trail, roadway, pedestrian and bicycle trail, utility, and drainage facilities (the "Grantee's Work").

The Temporary 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's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) two years from the date of this Agreement.

3. The Permanent Easement Area and Temporary Easement Area described above are depicted together on the schematic drawing, Exhibit C, which is attached hereto and incorporated herein by reference.
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 Easement described herein.
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, in the Permanent Easement Area described herein. Grantee shall be responsible for all maintenance and repairs related to any holding pond, drainage facilities, utility facilities, and other improvements constructed by Grantee within the Permanent Easement Area.
6. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee's Work. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the Temporary Easement Area.
7. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times and without notice to Grantor, provided, however that the Grantee shall only be authorized to access the Permanent Easement Area via that portion of Spring Creek Road South which is adjacent to the Permanent Easement Area.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and Temporary Easement Areas 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 Easement.

9. The Grantor shall not erect, construct or locate in the Permanent Easement and Temporary Easement Areas any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
10. The Grantee agrees to compensate Grantor for the loss of any crop growing in the Temporary Easement Area, if any, during the construction phase of Grantee's Work. The loss of any crop shall be paid by the Grantee to Grantor at a prorated rate of \$1,359 per acre. In the event the Parties are unable to agree as to the extent of crop loss caused by Grantee's Work, then the Parties shall mutually select a crop insurance adjuster to review the damage and make a determination as to the amount of acreage damaged. Grantor shall make a written request to Grantee for any crop loss damage based on the parameters herein within the time period specified herein or such claim shall be deemed waived by Grantor.
11. Grantor acknowledges and agrees that this Permanent Easement is contingent upon and subject to all required transaction approvals, including approval by the City Council of the Grantee. In the event that all required transaction approvals are not obtained for any reason, this instrument shall be null and void without obligation upon either party hereto.
12. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Areas back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
13. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work or improvements within the Permanent Easement Area and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
14. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
15. 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 the public drainage and utility facilities and improvements constructed in the Permanent Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
16. 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, and to accordingly replace the corresponding corrected exhibit herein, as applicable.

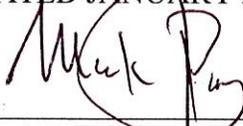
17. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
18. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.
19. Grantee acknowledges and agrees that Grantee shall not levy any special assessments of any kind, including but not limited to deferred assessments, against the Grantor or the real property legally described on the attached Exhibit A related to the Spring Creek Road Reconstruction Project or the Grantee's Work.

[Remainder of page intentionally left blank.]

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

GRANTOR:

MARK J. PRITCHARD AND JULIE A. PRITCHARD JOINT REVOCABLE TRUST DATED JANUARY 27, 2020



Mark J. Pritchard, Trustee



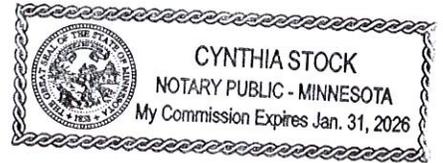
Julie A. Pritchard, Trustee

STATE OF Minnesota)
) ss.
COUNTY OF Rice)

The foregoing instrument was acknowledged before me this 3rd day of DECEMBER, 2025, by Mark J. Pritchard and Julie A. Pritchard as Trustees of the Mark J. Pritchard and Julie A. Pritchard Joint Revocable Trust dated January 27, 2020, Grantor.

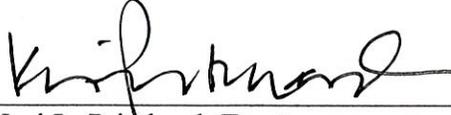


Notary Public



GRANTOR:

KARI L. PRITCHARD REVOCABLE TRUST
UNDER AGREEMENT DATED MAY 8, 2020



Kari L. Pritchard, Trustee



Robert T. Wilder, Trustee

STATE OF Minnesota)
) ss.
COUNTY OF Olusted)

The foregoing instrument was acknowledged before me this 01 day of December,
2025, by Kari L. Pritchard and Robert T. Wilder, as Trustees of the Kari L. Pritchard
Revocable Trust under Agreement dated May 8, 2020. Grantor



Notary Public

EXHIBIT A

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 Southwest Quarter of Section 5, Township 111 North, Range 19 West, 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 Northwest Quarter of the Southwest Quarter thereof, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT AND TEMPORARY EASEMENT

PROPOSED PERPETUAL EASEMENT DESCRIPTION

A perpetual easement for drainage and utility purposes over, under, and across that part of the Southwest Quarter of Section 05, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence on an assumed bearing North 00 degrees 24 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 1173.58 feet; thence South 89 degrees 35 minutes 13 seconds East, a distance of 40.00 feet to the point of beginning of the easement to be described; thence continuing South 89 degrees 35 minutes 13 seconds East, a distance of 135.24 feet; thence North 00 degrees 24 minutes 47 seconds East, a distance of 89.04 feet; thence North 89 degrees 35 minutes 13 minutes West, a distance of 91.24 feet; thence North 00 degrees 24 minutes 47 seconds East, a distance of 41.87 feet to the southerly line of the City of Northfield public drainage and utility easement per Documents Numbered A715922, A715923, and A715926; thence South 61 degrees 19 minutes 09 seconds West along said southerly line, a distance of 50.35 to the east line of the City of Northfield public drainage, utility, and roadway easement per Documents Numbered A712856, A712861, A712869, and A719625; thence South 00 degrees 24 minutes 47 seconds West along said east line a distance of 106.42 feet to said point of beginning.

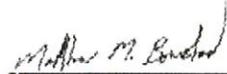
PROPOSED TEMPORARY EASEMENT DESCRIPTION

A temporary easement for construction purposes over, under, and across the south 910.52 feet of the east 28.50 feet of the west 68.50 feet, as measured at right angles, of Section 05, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota.

Said temporary easement shall expire on _____.

SURVEYOR'S CERTIFICATION

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.


Matthew M. Bomstad
License Number 57991

07/25/2025
Date

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EASEMENT EXHIBIT 1488 WOODLEY ST. E., NORTHFIELD, MN 55057	
 BOLTON & MENK	12224 NICOLLET AVENUE BURNSVILLE, MN 55337 (952) 890-0509

THAT PART OF THE SW 1/4 OF SECTION 05, TOWNSHIP 111 NORTH, RANGE 19 WEST
FOR: CITY OF NORTHFIELD RICE COUNTY, MINNESOTA

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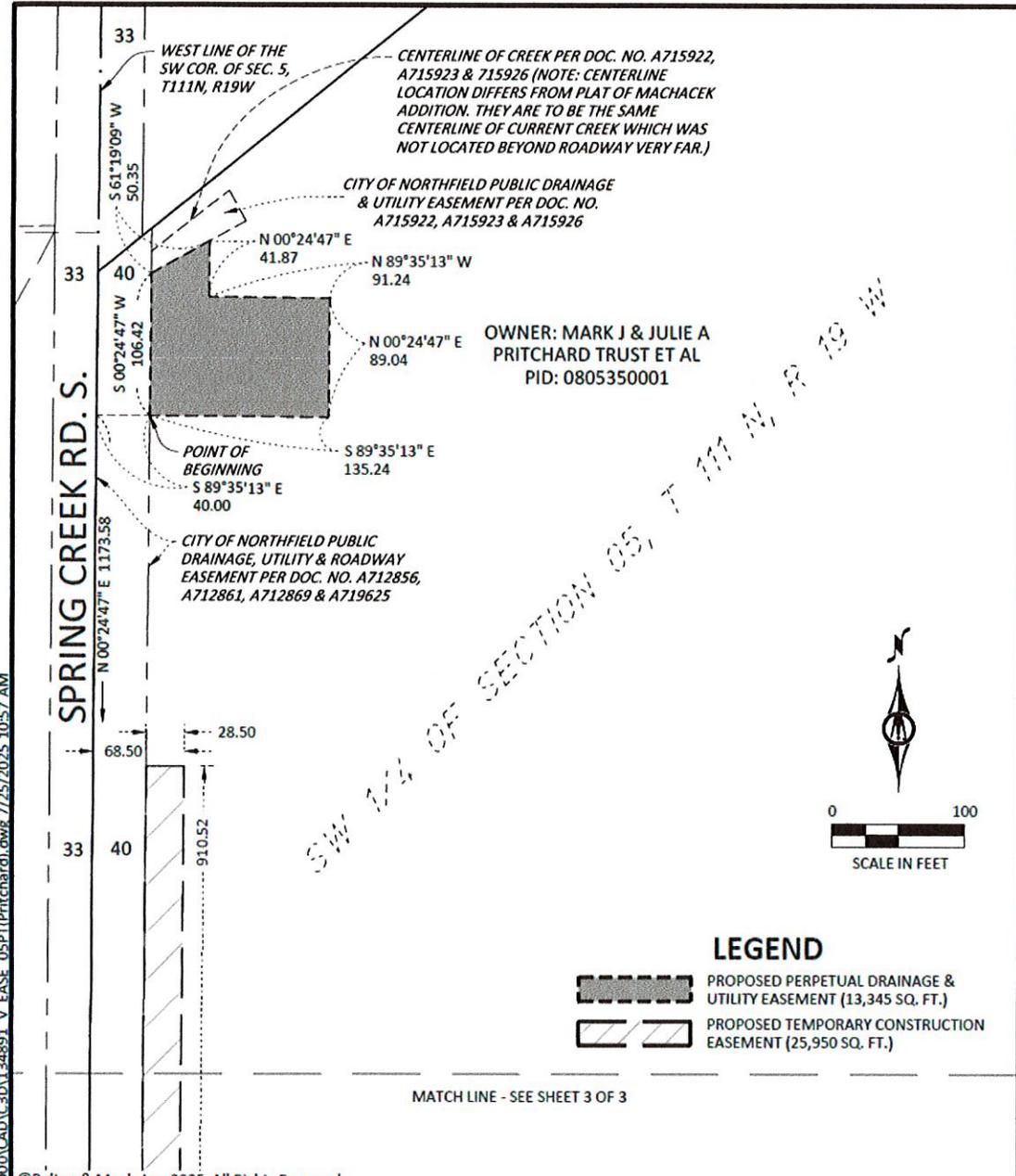
JOB NUMBER: 24X134891

FIELD BOOK:

DRAWN BY: MMB
SHEET 1 OF 3

EXHIBIT C

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS



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EASEMENT EXHIBIT
1488 WOODLEY ST. E., NORTHFIELD, MN 55057

BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MN 55337
(952) 890-0509

THAT PART OF SW 1/4 OF SECTION 05,
TOWNSHIP 111 NORTH, RANGE 19 WEST

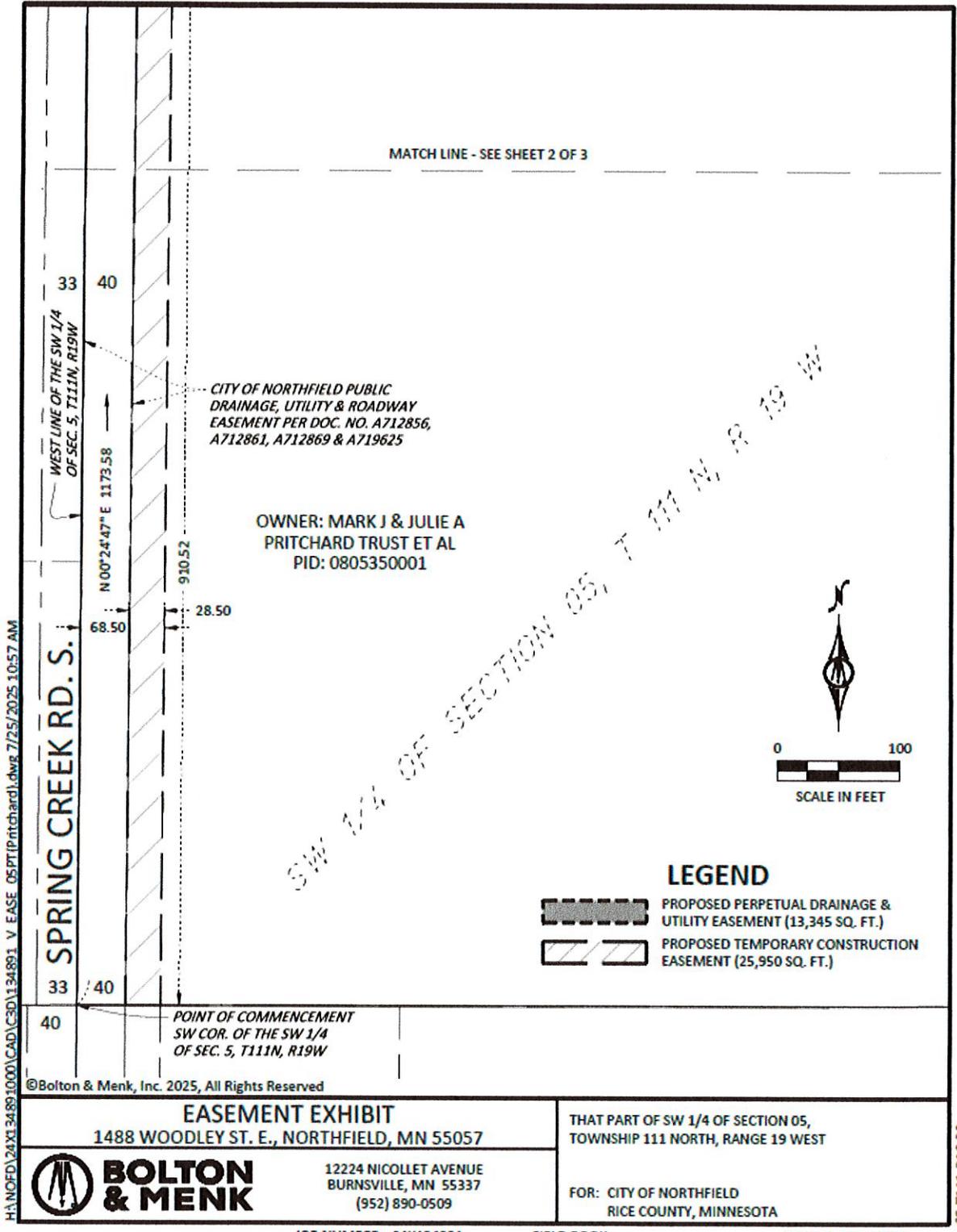
FOR: CITY OF NORTHFIELD
RICE COUNTY, MINNESOTA

JOB NUMBER: 24X134891

FIELD BOOK:

DRAWN BY: MMB
SHEET 2 OF 3

SS-T111-R19-30



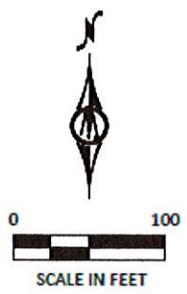
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SPRING CREEK RD. S.

MATCH LINE - SEE SHEET 2 OF 3

CITY OF NORTHFIELD PUBLIC
DRAINAGE, UTILITY & ROADWAY
EASEMENT PER DOC. NO. A712856,
A712861, A712869 & A719625

OWNER: MARK J & JULIE A
PRITCHARD TRUST ET AL
PID: 0805350001



LEGEND

- PROPOSED PERPETUAL DRAINAGE & UTILITY EASEMENT (13,345 SQ. FT.)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT (25,950 SQ. FT.)

POINT OF COMMENCEMENT
SW COR. OF THE SW 1/4
OF SEC. 5, T111N, R19W

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<p>EASEMENT EXHIBIT 1488 WOODLEY ST. E., NORTHFIELD, MN 55057</p>		<p>THAT PART OF SW 1/4 OF SECTION 05, TOWNSHIP 111 NORTH, RANGE 19 WEST</p> <p>FOR: CITY OF NORTHFIELD RICE COUNTY, MINNESOTA</p>
<p>BOLTON & MENK</p>	<p>12224 NICOLLET AVENUE BURNSVILLE, MN 55337 (952) 890-0509</p>	

JOB NUMBER: 24X134891 FIELD BOOK: DRAWN BY: MMB
SHEET 3 OF 3

SS-T111-R19-30

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement Agreement is made this 12th day of January, 2026 (the "Effective Date"), by and between Ronald D. Larson, a single person, 10017 Hall Avenue, Northfield, MN 55057, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of One Thousand Six Hundred Fifth Four and 43/100 Dollars (\$1,654.43) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. Grantor owns the real property located in Northfield Township, Rice County, Minnesota, legally described on Exhibit A ("Grantor's Property"), which is attached hereto and incorporated herein by reference. The Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that portion of the Grantor's Property legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of this Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with the Spring Creek Road Reconstruction Project, which will include the construction of public right-of way, trail, roadway, pedestrian and bicycle trail, utility, and drainage facilities (the "Grantee's Work").

The Temporary 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's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) two years from the date of this Agreement.

2. The Temporary Easement Area described above is depicted on the schematic drawing, Exhibit C, which is attached hereto and incorporated herein by reference.
3. 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 Temporary Easement described herein.
4. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee's Work.
5. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to

Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the Temporary Easement Area.

6. The Grantee shall have the right to trim, remove and keep the Temporary 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 granted to Grantee pursuant to this Temporary Easement.
7. The Grantor shall not erect, construct or locate in the Temporary Easement Area any new structure or object that was not in existence on the Effective Date of this Temporary Easement, which would prevent the Grantee's reasonable access to the Temporary Easement Area, without the written consent of the Grantee.
8. The Grantee shall restore, at Grantee's expense, any and all disturbed areas within the Temporary Easement Area back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of this Temporary Easement.
9. The provisions hereof shall inure to the benefit of and bind the parties hereto and the successors and assigns of the respective parties hereto.
10. The Grantor shall disclose to the Grantor's successors in title the existence of this Temporary Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Easement.
11. Grantor and Grantee agree to correct any legal descriptions or depictions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
12. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work or improvements within the Permanent Easement Area and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
13. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
14. Any notice or other communication required or permitted under this Temporary Easement must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its

address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

[Remainder of page intentionally left blank.]

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Erica Zweifel as Mayor and Lynette Peterson 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

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

LEGAL DESCRIPTION:

Beginning at the Northwest Corner of Section 8, Township 111N, Range 19W, thence South on the Section line 20 Rods, thence East 16 Rods, thence North to the Section Line 20 Rods, thence West on the Section Line 16 Rods to the point of beginning Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A temporary easement for construction purposes over, under, and across that part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 111 North, Range 19 West of the 5th Principal Meridian, Rice County, Minnesota described as follows:

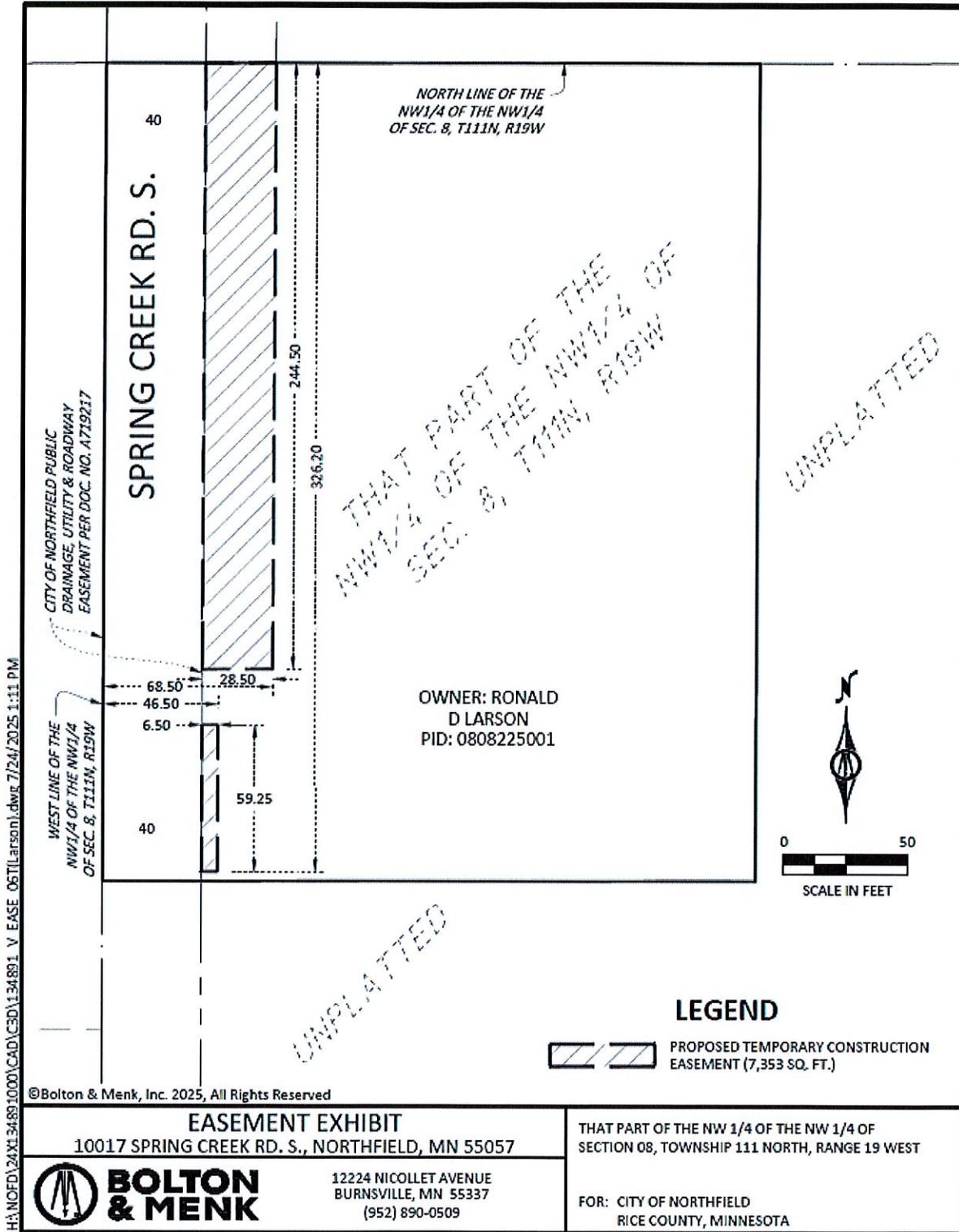
The south 59.25 feet of the north 326.20 feet of the east 6.50 feet of the west 46.50 feet, as measured at right angles, of said Northwest Quarter of the Northwest Quarter.

AND

The north 244.50 feet of the east 28.50 feet of the west 68.50 feet, as measured at right angles, of said Northwest Quarter of the Northwest Quarter.

EXHIBIT C

DEPICTION OF TEMPORARY EASEMENT AREA



JOB NUMBER: 24X134891

FIELD BOOK:

DRAWN BY: MMB

(Do not write in the space above. Reserved for recording/transfer data)

**PERMANENT PUBLIC RIGHT-OF-WAY, DRAINAGE, TRAIL, UTILITY AND
ROADWAY EASEMENT**

This Agreement is made this 8 day of December, 2025, by and between Sophie Switzer and Adam Sawyer, married to each other, 1300 Woodley Street East, Northfield, MN 55057, referred to hereinafter as “Grantor,” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Eight Thousand Seven Hundred Four Dollars (\$8,704.09) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement for public right-of-way, trail, pedestrian and bicycle trail, and roadway purposes (the “Permanent Easement”), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference.
2. In addition, the undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement for public drainage and utility purposes (the “Permanent Easement”), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota; which Permanent Easement is legally described on Exhibit C, which is attached hereto and incorporated by reference.
3. The areas encompassing both easement areas legally described in Exhibits C and D, depicted together on the schematic drawing attached hereto and incorporated herein by reference at Exhibit D, shall be referred to in this Agreement as the “Permanent Easement Areas”.

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 described herein.
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 right-of-way, trail, drainage, utility, roadway facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement Areas described herein (the "Grantee's Work").
6. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times and without notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor.
7. The Grantee shall have the right to trim, remove and keep the Permanent Easement Areas 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.
8. The Grantor shall not erect, construct or locate in the Permanent Easement Areas any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
9. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent Easement Areas back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder.
10. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work, or improvements within the Permanent Easement Areas and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants 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 the public right-of-way, trail, drainage, utility and roadway facilities and improvements constructed in the Permanent Easement Areas, and such other improvements appurtenant thereto, 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, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
14. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
15. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

[Remainder of page intentionally left blank.]

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

Lot 1, Block 1, Machacek Addition, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A perpetual easement for roadway purposes over, under, and across that part of Lot 1, Block 1, MACHACEK ADDITION, RICE COUNTY, MINNESOTA, according to the recorded plat thereof, Rice County, Minnesota, lying northwesterly of a line described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 5, Township 111 North, Range 19 West of the 5th Principal Meridian, said Rice County Minnesota; thence on an assumed bearing North 00 degrees 24 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 1706.62 feet to the point of beginning of said line to be described; thence North 39 degrees 24 minutes 06 seconds East, a distance of 122.75 feet to the north line of said Lot 1, being the southerly right-of-way line of County State Aid Highway 28, a.k.a. Woodley Street East and said line there terminating. EXCEPT, that part thereof lying within Rice County highway easement per Document Number 605207.

EXHIBIT C

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A perpetual easement for drainage and utility purposes over, under, and across that part of Lot 1, Block 1, MACHACEK ADDITION, RICE COUNTY, MINNESOTA, according to the recorded plat thereof, Rice County, Minnesota described as follows:

Commencing at the southwest corner of the Southwest Quarter of Section 5, Township 111 North, Range 19 West of the 5th Principal Meridian, said Rice County, Minnesota; thence on an assumed bearing North 00 degrees 24 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 1659.86 feet; thence South 89 degrees 35 minutes 13 seconds East, a distance of 33.00 feet to the west line of said Lot 1, also known as the east right-of-way line of Spring Creek Road South, being the point of beginning of the easement to be described; thence continuing South 89 degrees 35 minutes 13 minutes East, a distance of 2.00 feet; thence North 00 degrees 24 minutes 47 seconds East, a distance of 38.32 feet; thence North 89 degrees 35 minutes 13 seconds West, a distance of 2.00 feet to said west line; thence South 00 degrees 24 minutes 47 seconds West along said west line, a distance of 38.32 feet to said point of beginning.

(Do not write in the space above. Reserved for recording/transfer data)

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

This Agreement is made this 20th day of October, 2025, by and between Michael Remes and Patricia Remes as Trustees of the Patricia Remes Living Revocable Trust created by Trust Agreement dated July 31, 1990, 1212 Sumac Lane, Northfield, MN 55057, referred to hereinafter as “Grantor,” and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057, referred to hereinafter as “Grantee”; (collectively referred to herein as the “parties”).

AGREEMENT

That for and in consideration of the sum of Three Thousand Three Hundred Twenty Three and 33/100 Dollars (\$3,323.33) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement, for public drainage and utility purposes (the “Permanent Easement”), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in the City of Northfield, Rice County, Minnesota; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the “Permanent Easement Area”).
2. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the “Temporary Easement”) over, under and across that part of the tract of land legally described on Exhibit A, in the City of Northfield, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the “Temporary Easement Area”). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with the Spring Creek Road Reconstruction Project, which will

include grading and the reconstruction of public right-of way, trail, roadway, pedestrian and bicycle trail, utility, and drainage facilities (the "Grantee's Work").

The Temporary 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's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) two years from the date of this Agreement.

3. The Permanent Easement Area and Temporary Easement Area described above are depicted together on the schematic drawing, Exhibit D, which is attached hereto and incorporated herein by reference.
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 Easement described herein.
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, in the Permanent Easement Area described herein.
6. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee's Work. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the Temporary Easement Area.
7. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times and without notice to Grantor by such route, in the judgment of the Grantee, 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 Temporary Easement Areas 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 Easement.
9. The Grantor shall not erect, construct or locate in the Permanent Easement and Temporary Easement Areas any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Areas or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.

10. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Areas back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
11. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work or improvements within the Permanent Easement Area and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants 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 the public drainage and utility facilities and improvements constructed in the Permanent Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
14. 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, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
15. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
16. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

[Remainder of page intentionally left blank.]

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Erica Zweifel as Mayor and Lynette Peterson 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

LEGAL DESCRIPTION OF REAL PROPERTY

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

LEGAL DESCRIPTION:

Lot 1, Block Two, EAST WOODLEY ADDITION to Northfield, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A perpetual easement for drainage and utility purposes over, under, and across the north 26.51 feet of the south 37.31 feet of the east 15.00 feet, as measured at right angles, of Lot 1, Block Two, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT C

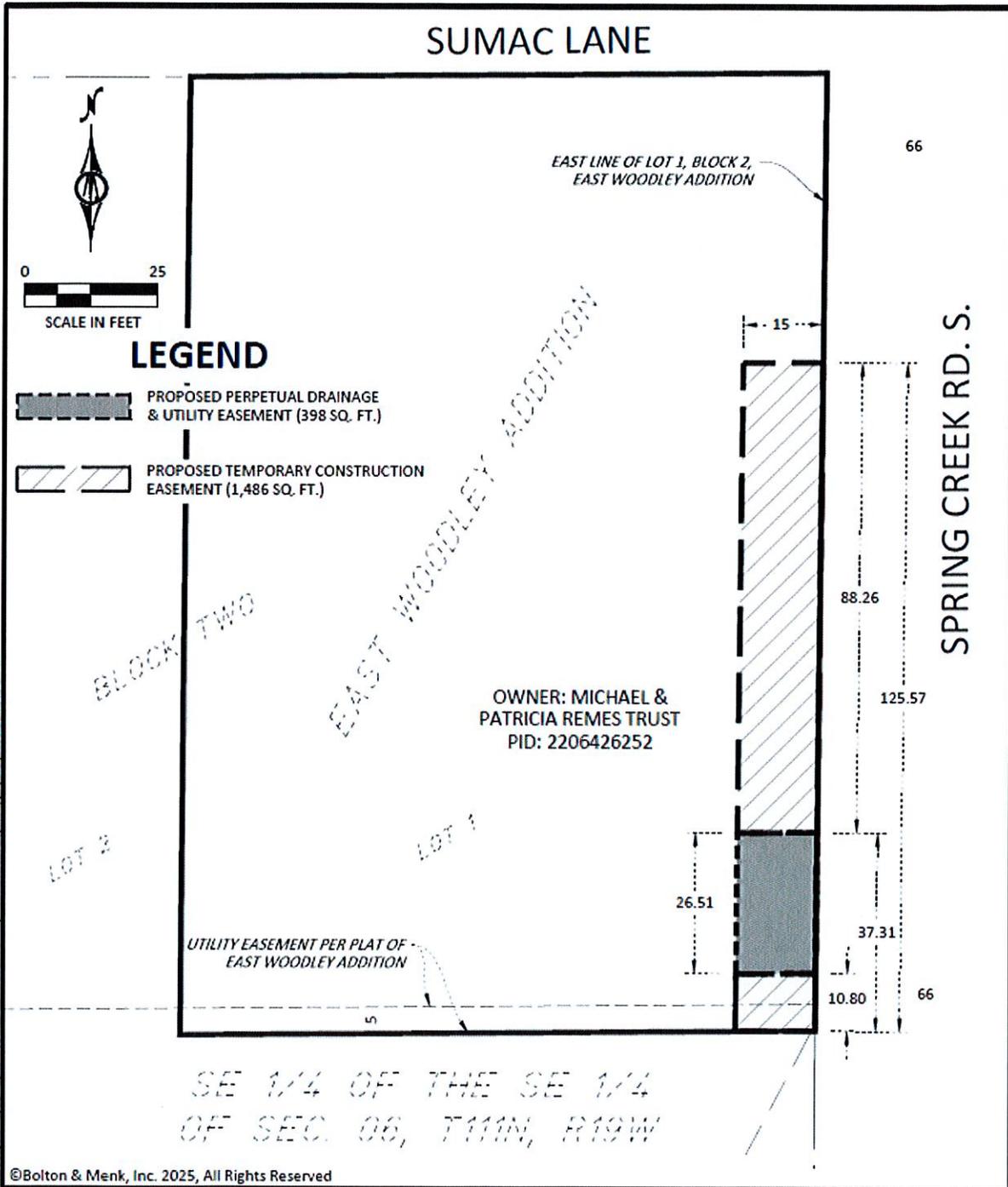
LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A temporary easement for construction purposes over, under, and across the north 88.26 feet of the south 125.57 feet of the east 15.00 feet; and the south 10.80 feet of the east 15.00 feet, all measured at right angles, of Lot 1, Block Two, EAST WOODLEY ADDITION, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT D

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS



HA:\NOFD\24\134891\CAD\CSD\134891_V_EASE_05\PT[Remes Trust].dwg 7/25/2025 10:38 AM

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EASEMENT EXHIBIT 1212 SUMAC LANE, NORTHFIELD, MN 55057	
 BOLTON & MENK	12224 NICOLLET AVENUE BURNSVILLE, MN 55337 (952) 890-0509

LOT 1, BLOCK 2, EAST WOODLEY ADDITION FOR: CITY OF NORTHFIELD RICE COUNTY, MINNESOTA
--

S6-T111-R19-41

(Top 3 inches reserved for recording data)

AFFIDAVIT OF TRUSTEE

Regarding Certificate of Trust or Trust Instrument

State of Minnesota, County of Rice

Michael Remes and Patricia Remes, being first duly sworn on oath says that:

1. Affiant is the Trustee (one of the Trustees) named in **[check one box]**:

- the Certificate of Trust or Trust Instrument to which this Affidavit is attached.
- the Certificate of Trust dated _____ and filed for record _____ as Document Number _____ in the Office of the County Recorder/Registrar of _____ County, Minnesota.

The Certificate of Trust was executed by an Affiant and relates to real property in Rice County, Minnesota, legally described as follows:

See attached Exhibit A for legal description.

2. The name and address of the Trustee(s) empowered under the Trust Instrument to act at the time of the execution of this Affidavit are as follows:

Michael Remes
1212 Sumac Lane
Northfield, MN 55057

Patricia Remes
1212 Sumac Lane
Northfield, MN 55057

3. The Trustee(s) who have executed that certain instrument, relating to the real property described above, between Michael Remes and Patricia Remes, as Trustee(s), and the City of Northfield dated October 20, 2025,

- (a) is empowered by the provisions of the Trust to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real property held in trust; and
- (b) is the requisite number of Trustees required by the provisions of the Trust to execute and deliver such an instrument.

4. The Trust

- has not been terminated or revoked.
- has terminated (or has been revoked). The execution and delivery of the instrument described in paragraph 3 has been made pursuant to the provisions of the Trust.

5. There has been no amendment to the Trust which limits the power of Trustee(s) to execute and deliver the instrument described in paragraph 3.

6. The Trust

- is not supervised by any Court.
- is supervised by the [...] Court of [...] County, [...]. All necessary approval has been obtained from the court for the Trustee(s) to execute and deliver the instrument described in paragraph 3.

7. Affiant does not have actual knowledge of any facts indicating the Trust is invalid.

Affiant

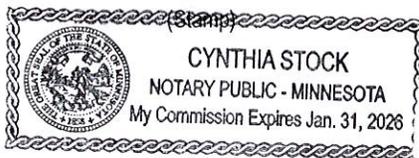
Michael Remes

Michael Remes

Patricia Remes

Patricia Remes

Signed and sworn to before me on October 20, 2025 by Michael Remes and Patricia Remes, as Trustees of the Patricia Remes Living Revocable Trust dated July 31, 1990.



Cynthia Stock

(signature of notarial officer)

Title (and Rank): Administrative Associate

My commission expires: January 31, 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
 Flaherty & Hood, P.A.
 525 Park Street, Suite 470
 St. Paul, MN 55103
 651-225-8840

EXHIBIT A

Lot 1, Block Two, EAST WOODLEY ADDITION to Northfield, Rice County, Minnesota.

(Top 3 inches reserved for recording data)

CERTIFICATE OF TRUST
by Individual
Minn. Stat. 501C.1013

Minnesota Uniform Conveyancing Blanks
Form 90.1.1 (2016)

State of Minnesota, County of Rice

Michael Remes and Patricia Remes, being
first duly sworn on oath states, or affirms under penalties of perjury, that:

1. The name of the trust, if one is given, is: Patricia Remes Living Revocable Trust.

2. The date of the trust instrument is: July 31, 1990.

3. The name and address of each trustee empowered to act under the trust instrument at the time of execution of this Certificate of Trust is:

Michael Remes, 1212 Sumac Lane Northfield, MN 55057

Patricia Remes, 1212 Sumac Lane Northfield, MN 55057

4. The trustees are authorized by the trust instrument to sell, convey, pledge, mortgage, lease, or transfer title to any interest in real or personal property, except as limited by the following: (if none, so indicate)
None.

5. The number of trustees required to act is: 2

6. The trust has has not been terminated.
(check one box)

The trust instrument has has not been revoked.
(check one box)

Pursuant to Minn. Stat. 501C.1013 subd. 2:

The name of each settlor of the trust is: Michael Remes and Patricia Remes

The name of each original Trustee is: Michael Remes and Patricia Remes

Check this box if an Affidavit of Trustee, consisting of 3 pages, is attached to this Certificate of Trust.

The statements contained in this Certificate of Trust are true and correct and there are no other provisions in the trust instrument, or amendments to it, that limit (i) the powers of the trustee(s) to sell, convey, pledge, mortgage, lease, or transfer title to interest in real or personal property, or (ii) the authority of the trustees to exercise any other power identified in this Certificate of Trust.

Trustee or Settlor

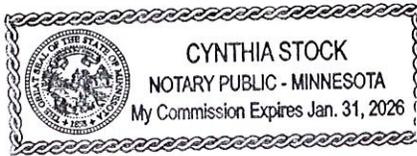
Michael Remes
(signature) Michael Remes

Patricia Remes
(signature) Patricia Remes

Signed and sworn to (or affirmed) before me on October 20, 2025, by Michael Remes and
(month/day/year)

Patricia Remes, as Trustees of the Patricia Remes Living Revocable Trust dated July 31, 1990
(insert name of Trustee or Settlor making statement)

(Stamp)



Cynthia Stock
Cynthia Stock
(signature of notarial officer)

Title (and Rank): Administrative Associate

My commission expires: January 31, 2026
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
651-225-8840

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement Agreement is made this 20th day of October, 2029 (the "Effective Date"), by and between Michael Remes and Patricia Remes, 1212 Sumac Lane, Northfield, MN 55057, referred to hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Thirty Seven and 13/00 Dollars (\$37.13) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. Grantor owns the real property located in the City of Northfield, Rice County, Minnesota, legally described on Exhibit A (referred to herein as "Grantor's Property" or "Parcel A"), which is attached hereto and incorporated herein by reference. The Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that portion of Parcel A legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Temporary Easement Area"). The purpose of this Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with the Spring Creek Road Reconstruction Project, which will include the construction of public right-of way, trail, roadway, pedestrian and bicycle trail, utility, and drainage facilities (the "Grantee's Work").

The Temporary 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's Work first conducts Grantee's Work within the Temporary Easement Area; or (b) two years from the date of this Agreement.

2. The Temporary Easement Area described above is depicted on the schematic drawing, Exhibit C, which is attached hereto and incorporated herein by reference.
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, Parcel A, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Temporary Easement described herein.
4. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee's Work.
5. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to

Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor's Property that is not within the Temporary Easement Area.

6. The Grantee shall have the right to trim, remove and keep the Temporary 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 granted to Grantee pursuant to this Temporary Easement.
7. The Grantor shall not erect, construct or locate in the Temporary Easement Area any new structure or object that was not in existence on the Effective Date of this Temporary Easement, which would prevent the Grantee's reasonable access to the Temporary Easement Area, without the written consent of the Grantee.
8. The Grantee shall restore, at Grantee's expense, any and all disturbed areas within the Temporary Easement Area back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of this Temporary Easement.
9. The provisions hereof shall inure to the benefit of and bind the parties hereto and the successors and assigns of the respective parties hereto.
10. The Grantor shall disclose to the Grantor's successors in title the existence of this Temporary Easement if the real property described herein, or any part thereof, is conveyed prior to the expiration of the Temporary Easement.
11. Grantor and Grantee agree to correct any legal descriptions or depictions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
12. The Grantee shall defend, indemnify and hold harmless Grantor from and against claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by the Grantee's Work or improvements within the Permanent Easement Area and the public's use thereof. The indemnification provision herein shall not apply to the negligence or intentional misconduct of Grantor.
13. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
14. Any notice or other communication required or permitted under this Temporary Easement must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon (but not until) receipt or refusal of receipt. Either party may change its

address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

[Remainder of page intentionally left blank.]

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Erica Zweifel as Mayor and Lynette Peterson 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

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY (PARCEL A)

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 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, Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A temporary easement for construction purposes over, under, and across that part of the herein described Parcel A, lying north and east of a line described as follows:

Commencing at the southeast corner of said South Half of the Southeast Quarter of Section 6, Township 111 North, Range 19 West of the 5th Principal, Rice County, Minnesota; thence on an assumed bearing North 00 degrees 24 minutes 47 seconds East along the east line of said South Half of the Southeast Quarter, a distance of 1293.53 feet to the point of beginning of the line to be described; thence South 89 degrees 31 minutes 56 seconds West, a distance of 48.11 feet; thence North 00 degrees 26 minutes 40 seconds East, a distance of 16.50 feet to the north line of said South Half of the Southeast Quarter, and said line there terminating.

