



Office of County Recorder
Yellow Medicine County, Minnesota
I hereby certify that the within instrument
was filed on September 5, 2006 at 02:00 PM

Kay Zempel, Yellow Medicine County Recorder

BY Heidi J. Bakke Lund Deputy

*P/46⁰⁰ Howard Gatchell, Jr.
Rt 13⁰⁰ 217
C.F. (5282-306th Ave.)*

DRAINAGE AGREEMENT, PERMANENT EASEMENT AND RIGHT OF ENTRY

THIS DRAINAGE AGREEMENT, PERMANENT EASEMENT AND RIGHT OF ENTRY ("Agreement") is made and entered into this 1st day of March, 2006 by and between LeRoy R. Kirschbaum and Susan Kirschbaum, husband and wife; Jane Randall, a single person; James Clendenin and Lavina Clendenin, husband and wife; Grace Alness a/k/a Grace M. Alness and Ornie Alness, husband and wife; Howard C. Gatchell, Jr. and Sherrill Gatchell, husband and wife; and Howard C. Gatchell, Sr., a single person (together "Gatchell"), and Robert A. and Carol E. Peterson, husband and wife, and Douglas A. and Connie R. Peterson, husband and wife (together "Peterson"), undersigned owners of real property in Yellow Medicine County, Minnesota ("Parties").

Gatchell is the fee owner of the real property located in Yellow Medicine County, Minnesota, described in the attached **Exhibit A**. Peterson is the fee owner of the real property located in Yellow Medicine County, Minnesota, described in the attached **Exhibit B**. (Together the "Benefitted Properties" or "Properties").

The Properties are benefitted by private, open ditches and tile drainage systems, some of which originate on the Gatchell Property, all of which run through the Peterson Property. The private drainage systems were installed cooperatively by the Parties' immediate predecessors in interest in about 1973 and have been continuously maintained by the Parties and/or their

predecessors since the original installation. In addition to the tile and open ditch conveyances, the private drainage systems include an electric pump lift station and approximately 250 feet of earthen dike which keeps water from backing up into the Peterson and Gatchell Properties located North of the pump station. Since installation of the private drainage systems, the Parties have shared equally the cost of operation and maintenance of the pump lift station and dike. The location of the private drainage systems and ditches are depicted on the attached **Exhibits C and D** (hereafter all collectively "Drainage System," and on Exhibit D individually "Lower Ditch" and "Upper Ditch").

The Parties seek to document in this instrument the rights and obligations of the Parties established through the ongoing actions of the Parties and their predecessors.

I. Easement

A. The Drainage System described above lies directly upon the land of Gatchell and Peterson. Gatchell and Peterson, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto and for the benefit of each of the other Parties to this Agreement, their successors, heirs, assigns, agents, permittees, and licensees, a Permanent Easement in the portion of the Properties occupied by the Drainage System described above.

B. This Easement is being granted for the sole purpose of the existence and use of the Drainage System described above as it exists on the date of this Agreement or as improved as provided below.

II. Right of Entry/Easement

A. The Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey unto and for the benefit of each other, their

successors, heirs, assigns, agents, permittees, and licensees, a Permanent Right of Entry/
Easement under and upon the Benefitted Properties.

B. This Right of Entry/Easement is being granted by the Parties for the sole purpose of access for repair or maintenance of the Drainage System described above as it exists on the date of this Agreement or as improved as provided below.

C. This right of entry shall be subject to the following terms and conditions:

1. **Condition of Property.** Immediately (within thirty (30) days) following any repair or maintenance allowed under this grant, the Party or Parties will cause to be removed from the property all debris, surplus materials and equipment and will return the property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.
2. **Damage to/Restoration of Improvements.** During maintenance or repair, the Party or Parties shall take all reasonable measures to prevent damage to improvements located within area of the work performed. In the event that drainage tiles, fences, driveways, permanent buildings or other improvements are removed or damaged by the Party or Parties, such damages shall be repaired and restored as nearly as practicable.
3. **Damage to Crops.** No repair or maintenance shall occur during periods when growing crops are present on the land unless absolutely necessary. A Party or Parties performing maintenance or repairs shall enter the land in such a manner as to not unreasonably damage any crop. If entry is required that would cause damage to crops, the Party or Parties performing the work shall pay the damaged Party reasonable damage for crop loss prior to entry.
4. **Interference with Agricultural Use of Benefitted Property by Parties Prohibited.** No Party shall install or cause to be installed, a drainage improvement in a manner or at a depth that will interfere with another Party's continued use of their property for agricultural purposes.

III. Drainage Agreement

A. In addition to the Easement and Right of Entry granted above, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, further agree to the following conditions:

1. **Use of Benefit.** The Parties and each of them are entitled, by virtue of this Agreement, to the full benefit of the Drainage System described above as it exists on the date of this Agreement or as improved under this Agreement.

2. **Costs of Drainage System.** Peterson has enrolled their Property in one or more conservation programs, including the granting of easements for wetland restoration purposes. These programs and easements are subject to the existence of the Drainage System. For the duration of Petersons' participation in such programs, the cost of maintenance and operation of the Drainage System shall be the sole responsibility of Gatchell. However, if Peterson should remove themselves or be released from such programs or easements, and commence agricultural production requiring use of the Drainage System, then the following allocation of costs shall apply:
 - a. **Electric Pumping Costs.** The Parties and each of them shall be liable for half of the cost of operations, repair, maintenance or replacement of the electric pump lift station and all appurtenances.
 - b. **Maintenance Costs.** The Parties and each of them shall be liable for half of the cost of future maintenance or repair of the Drainage System.

3. **Procedure for Maintenance.**
 - a. If the Drainage System needs cleaning or maintenance, Peterson agrees to make application to the proper authorities to obtain permission to complete the repair or maintenance. This application shall be made within fourteen (14) days of the written request to do so by Gatchell.
 - b. Any Party may repair or maintain the Drainage System at their own expense.
 - i. To be liable for the costs of repairs or maintenance in the percentages described in Section III.A.2 above, the repair must be initiated by written notice of the Party intending to perform the repairs or maintenance to the other Party at least 30 days prior to the start of work. Emergency repairs necessary for the continued function of the Drainage System may proceed without notice.

4. **Installation or Improvement of Private Drainage.** No Party shall improve its private drainage in a manner that would unreasonably interfere with any other Party's existing drainage or use of their Property.

5. **Addition of Parties to this Agreement.** No Party to this Agreement shall allow any person, not a Party to this Agreement to drain waters to the Drainage System without the approval in writing of all Parties to this Agreement. In the event a person is added to this Agreement, the Agreement shall be amended to include the new Party and land and to re-allocate the percent liability for the cost of maintenance or repair.
6. **Agreement and Easement Benefit.** This Agreement, Easement and Right of Entry shall be for the benefit of the Parties, their successors, heirs, assigns, agents, permittees, and licensees.
7. **Easement Runs With the Land.** The Easement and Right of Entry contained herein shall be deemed to be a perpetual Easement and Right of Entry and shall run with the land and be binding upon the Parties' heirs, successors and assigns and the Benefitted Properties.
8. **Parties' Covenants.** The Parties specifically covenant with each other that:
 - (a) Each holds its Benefitted Property in fee simple title free and clear of all liens or encumbrances, except those of record;
 - (b) Each has full and good lawful authority to convey the Easement and/or Right of Entry for the purposes stated;
 - (c) Each covenants to warrant and defend the Easement and/or Right of Entry against claims of all persons whomsoever;
 - (d) Each consents and agrees that this Agreement is intended for use by the Parties for the purposes of conveying waters from the Benefitted Properties.
9. **Obstructing the Drainage System is Prohibited.** No Party shall in any way obstruct, including by the placement of structures or fences, the Drainage System. Nor shall a Party cause or permit any other obstruction or planting to be placed in, over, under, on, through, across, or within the Drainage System or in any manner interfere with the Parties' rights set forth herein.
10. **Termination of Drainage System.** If at any time in the future the Parties agree in writing that the Drainage System is no longer required, Gatchell may:
 - A. Remove its pump and earthen dike at its own expense; and

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. Execution in Parts. This Agreement may be executed in parts.

X Dated: 3-14, 2006

[Signature]
LeRoy J. Kirschbaum

X Dated: 3-14, 2006

[Signature]
Susan Kirschbaum

Dated: _____, 2005

Jane Randall

Dated: _____, 2005

James Clendenin

Dated: _____, 2005

Lavina Clendenin

Dated: _____, 2005

Grace Alness a/k/a Grace M. Alness

Dated: _____, 2005

Ornie Alness

Dated: _____, 2005

Howard C. Gatchell, Jr.

Dated: _____, 2005

Sherrill Gatchell

Dated: _____, 2005

Howard C. Gatchell, Sr.

Dated: _____, 2005

Robert A. Peterson

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. Execution in Parts. This Agreement may be executed in parts.

Dated: _____, 2005

LeRoy R. Kirschbaum

Dated: _____, 2005

Susan Kirschbaum

Dated: 3/7, 2005

Jane E. Randall
Jane Randall

Dated: _____, 2005

James Clendenin

Dated: _____, 2005

Lavina Clendenin

Dated: _____, 2005

Grace Alness a/k/a Grace M. Alness

Dated: _____, 2005

Ornie Alness

Dated: _____, 2005

Howard C. Gatchell, Jr.

Dated: _____, 2005

Sherrill Gatchell

Dated: _____, 2005

Howard C. Gatchell, Sr.

Dated: _____, 2005

Robert A. Peterson

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. **Execution in Parts.** This Agreement may be executed in parts.

Dated: _____, 2005

LeRoy R. Kirschbaum

Dated: _____, 2005

Susan Kirschbaum

Dated: _____, 2005

Jane Randall

Dated: Mar 6, 2005~~6~~

James C. Clendenin
James Clendenin

Dated: Mar 6, 2005~~6~~

Lavina-Lavina Clendenin
Lavina Clendenin

Dated: _____, 2005

Grace Alness a/k/a Grace M. Alness

Dated: _____, 2005

Ornie Alness

Dated: _____, 2005

Howard C. Gatchell, Jr.

Dated: _____, 2005

Sherrill Gatchell

Dated: _____, 2005

Howard C. Gatchell, Sr.

Dated: _____, 2005

Robert A. Peterson

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. Execution in Parts. This Agreement may be executed in parts.

Dated: _____, 2005

LeRoy R. Kirschbaum

Dated: _____, 2005

Susan Kirschbaum

Dated: _____, 2005

Jane Randall

Dated: _____, 2005

James Clendenin

Dated: _____, 2005

Lavina Clendenin

Dated: 3-23-06, 2005

Grace Alness
Grace Alness a/k/a Grace M. Alness

Dated: 3-23-06, 2005

Ornie Alness
Ornie Alness

Dated: _____, 2005

Howard C. Gatchell, Jr.

Dated: _____, 2005

Sherrill Gatchell

Dated: _____, 2005

Howard C. Gatchell, Sr.

Dated: _____, 2005

Robert A. Peterson

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. Execution in Parts. This Agreement may be executed in parts.

Dated: _____, 2005

LeRoy R. Kirschbaum

Dated: _____, 2005

Susan Kirschbaum

Dated: _____, 2005

Jane Randall

Dated: _____, 2005

James Clendenin

Dated: _____, 2005

Lavina Clendenin

Dated: _____, 2005

Grace Alness a/k/a Grace M. Alness

Dated: _____, 2005

Ornie Alness

Dated: May 16, 2005

Howard C. Gatchell, Jr.
Howard C. Gatchell, Jr.

Dated: May 16, 2005

Sherrill Gatchell
Sherrill Gatchell

Dated: May 16, 2005

Howard C. Gatchell, Sr.
Howard C. Gatchell, Sr.

Dated: _____, 2005

Robert A. Peterson

B. Clean the Lower Ditch if necessary, and requested to do so in writing by Peterson. If request is initiated, Peterson agrees to make application to the proper authorities to obtain permission to complete the cleaning.

II. The term Parties includes, means and binds Parties' successors, heirs, assigns, agents, permittees, and licensees.

IV. Execution in Parts. This Agreement may be executed in parts.

Dated: _____, ~~2005~~ 2006 _____
LeRoy R. Kirschbaum

Dated: _____, ~~2005~~ 2006 _____
Susan Kirschbaum

Dated: _____, ~~2005~~ 2006 _____
Jane Randall

Dated: _____, ~~2005~~ 2006 _____
James Clendenin

Dated: _____, ~~2005~~ 2006 _____
Lavina Clendenin

Dated: _____, ~~2005~~ 2006 _____
Grace Alness a/k/a Grace M. Alness

Dated: _____, ~~2005~~ 2006 _____
Ornie Alness

Dated: _____, ~~2005~~ 2006 _____
Howard C. Gatchell, Jr.

Dated: _____, ~~2005~~ 2006 _____
Sherrill Gatchell

Dated: _____, ~~2005~~ 2006 _____
Howard C. Gatchell, Sr.

Dated: June 5, 2006 _____
Robert A. Peterson

Dated: 6-05-06, 2005-2006

Carol E. Peterson
Carol E. Peterson

Dated: 6/6/06, 2005-2006

Douglas A. Peterson
Douglas A. Peterson

Dated: 6-06-06, 2005-2006

Connie R. Peterson
Connie R. Peterson

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by LeRoy Kirschbaum and Susan Kirschbaum, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Jane Randall, a single person.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by James Clendenin and Lavina Clendenin, husband and wife.

Notary Public

Dated: _____, 2005

Carol E. Peterson

Dated: _____, 2005

Douglas A. Peterson

Dated: _____, 2005

Connie R. Peterson

STATE OF Ohio)
) SS
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 14th day of March, 2008, by LeRoy Kirschbaum and Susan Kirschbaum, husband and wife.

Kara Lynn Mazur

Notary Public

KARA LYNN MAZUR, Notary Public
State of Ohio
My Commission Expires Oct. 19, 2008

Oct. 19, 2008

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Jane Randall, a single person.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by James Clendenin and Lavina Clendenin, husband and wife.

Notary Public

Dated: _____, 2005

Carol E. Peterson

Dated: _____, 2005

Douglas A. Peterson

Dated: _____, 2005

Connie R. Peterson

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by LeRoy Kirschbaum and Susan Kirschbaum, husband and wife.

Notary Public

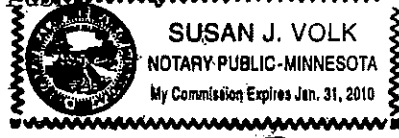
STATE OF MINNESOTA)
) SS
COUNTY OF Lap)

The foregoing instrument was acknowledged before me this 7 day of March, 2006, by Jane Randall, a single person.

Susan J Volk

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)



Jan. 31, 2010

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by James Clendenin and Lavina Clendenin, husband and wife.

Notary Public

Dated: _____, 2005

Carol E. Peterson

Dated: _____, 2005

Douglas A. Peterson

Dated: _____, 2005

Connie R. Peterson

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by LeRoy Kirschbaum and Susan Kirschbaum, husband and wife.

Notary Public

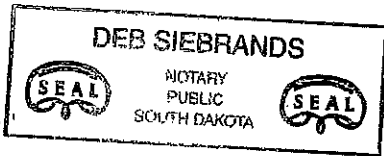
STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Jane Randall, a single person.

Notary Public

STATE OF South Dakota)
) SS
COUNTY OF Codington)

The foregoing instrument was acknowledged before me this 6 day of March, 2006 by James Clendenin and Lavina Clendenin, husband and wife.



Deb Siebrand

Notary Public
Exp 3-7-11

STATE OF MINNESOTA)
) SS
COUNTY OF Yellow Medicine

The foregoing instrument was acknowledged before me this 23rd day of March, 2006, by Grace Alness a/k/a Grace M. Alness and Ornie Alness, husband and wife.



1/31/09

Sara Jane West
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Howard C. Gatchell, Jr. and Sherrill Gatchell, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Howard C. Gatchell, Sr., a single person.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Robert A. and Carol E. Peterson, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Grace Alness a/k/a Grace M. Alness and Ornie Alness, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF Yellow Medicine

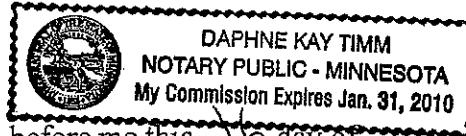


Jan. 31, 2010

The foregoing instrument was acknowledged before me this 16 day of May, 2006, by Howard C. Gatchell, Jr. and Sherrill Gatchell, husband and wife.

Daphne K. Timm
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF Yellow Medicine



Jan. 31, 2010

The foregoing instrument was acknowledged before me this 16 day of May, 2006, by Howard C. Gatchell, Sr., a single person.

Daphne K. Timm
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Robert A. and Carol E. Peterson, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Grace Alness a/k/a Grace M. Alness and Ornie Alness, husband and wife.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Howard C. Gatchell, Jr. and Sherrill Gatchell, husband and wife.

Notary Public

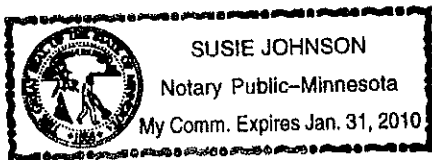
STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by Howard C. Gatchell, Sr., a single person.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF Yellow Medicine

The foregoing instrument was acknowledged before me this 5th day of June, 2006, ~~2005~~, by Robert A. and Carol E. Peterson, husband and wife.



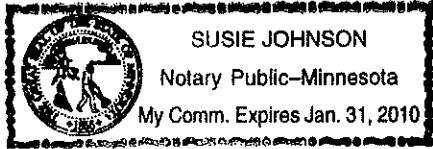
Jan. 31, 2010

Susie Johnson
Notary Public

STATE OF MINNESOTA)

COUNTY OF Yellow Medicine ^{SS}

The foregoing instrument was acknowledged before me this 6th day of June, 2006, ~~2005~~, by Douglas A. and Connie R. Peterson, husband and wife.



Susie Johnson
Notary Public

Jan. 31, 2010

THIS INSTRUMENT DRAFTED BY:

RINKE-NOONAN (JCK)

300 U.S. Bank Plaza

P.O. Box 1497

St. Cloud, MN 56302

(320) 251-6700

INFORMATION PROVIDED BY THE PARTIES

EXHIBIT A

The Southeast Quarter of the Southeast Quarter of Section Nineteen (19) and Government Lot Seven (7) of said Section Nineteen (19) and Township One Hundred Sixteen (T116), Range Thirty-nine (39);

Government Lots Five and Six, Section Nineteen (19), Township One Hundred Sixteen North (T116N) of Range Thirty-nine (39) West of the fifth P.M. containing 90.30 acres more or less;

Beginning at the Northwest Corner of Government Lot One (1) in Section Twenty (20), and running thence South Five Hundred Ten feet (510) to the North line of the public highway, thence South Sixty-two degrees (S62), East Four Hundred Feet (400), thence South fifty-three degrees (53), East One Thousand One Hundred Sixty Feet (E1,160), thence North Thirty-one and one half degrees East (N31½), Nine Hundred Seventy feet (970) to the South bank of the Minnesota River, thence Northwesterly along said river to place of beginning, and containing twenty-six and Sixty-four One Hundredths (26 & 64/100) acres more or less, being a part of Township One Hundred Sixteen North (116N), Range Thirty-nine West (R39W); and

The following described land situated in the County of Chippewa and State of Minnesota described as follows:

Sub Lots 2, 3, 4, 5, and 6 of Government Lot Five (5), Section Twenty (S20), Township One Hundred Sixteen North (T116N), of Range Thirty-nine (R39) West of the Fifth P.M., containing Fourteen and Sixteen One Hundredths acres (being timber lots and an Island).

EXHIBIT B

Government Lots One (1) and Two (2) and South Half of Southwest Quarter (S1/2 SW1/4) of Section Twenty (20), Excepting therefrom: Beginning at the Northwest corner of Government Lot One (1), thence South 510 feet to the North line of Public Highway, thence South 62 degrees East 400 feet, thence South 53 degrees East 1160 feet, thence North 31 ½ degrees East 970 feet to South Bank of Minnesota River, thence Northwesterly along said river to place of beginning.

West Half (W1/2) and Government Lots One (1) and Two (2) of Section Twenty-nine (29);

East Half of Northeast Quarter (E1/2 NE1/4) of section Thirty (30); Northeast Quarter of Southeast Quarter (NE1/4 of SE1/4) of Section Thirty (30) and South Half of Southeast Quarter (S1/2 SE1/4) of Section Thirty (30); North Half of Northwest Quarter (N1/2 NW1/4) of Section Thirty-two (32);

All in Township One Hundred Sixteen (116) North, Range Thirty-nine (39) West.

Excepting therefrom:

1. All of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Thirty (30), Township One Hundred Sixteen (116) North, Range Thirty-nine (39) West of the 5th P.M. lying North of U.S. Trunk Highway 212 right of way line, containing seven and two tenths (7.2) acres, more or less.

2. That part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Thirty (30), Township One Hundred Sixteen North (116N), Range Thirty-nine West (39W) of the Fifth Principal Meridian, in Yellow Medicine County, described as follows:

Commencing at the Southeast corner of said Section Thirty (30), thence North 89 degrees 10 minutes 05 seconds West, assumed bearing, along the South line of the Southeast Quarter (SE1/4) of said Section Thirty (30) a distance of 672.08 feet to the centerline of Minnesota Trunk Highway No. 212, as now exists; thence North 51 degrees 35 minutes 07 seconds West, along said centerline a distance of 56.84 feet, to the point of beginning of the tract to be described; thence continuing North 51 degrees 35 minutes 07 seconds West, along said centerline, a distance of 220.78 feet; thence North 42 degrees 30 minutes 13 seconds East a distance of 218.01 feet; thence South 46 degrees 41 minutes 07 seconds East, a distance of 205.90 feet; thence South, 38 degrees 23 minutes 23 seconds West a distance of 200.01 feet to the point of beginning.

Said tract contains 1.02 acres and is subject to a permanent highway easement and other easements of record.

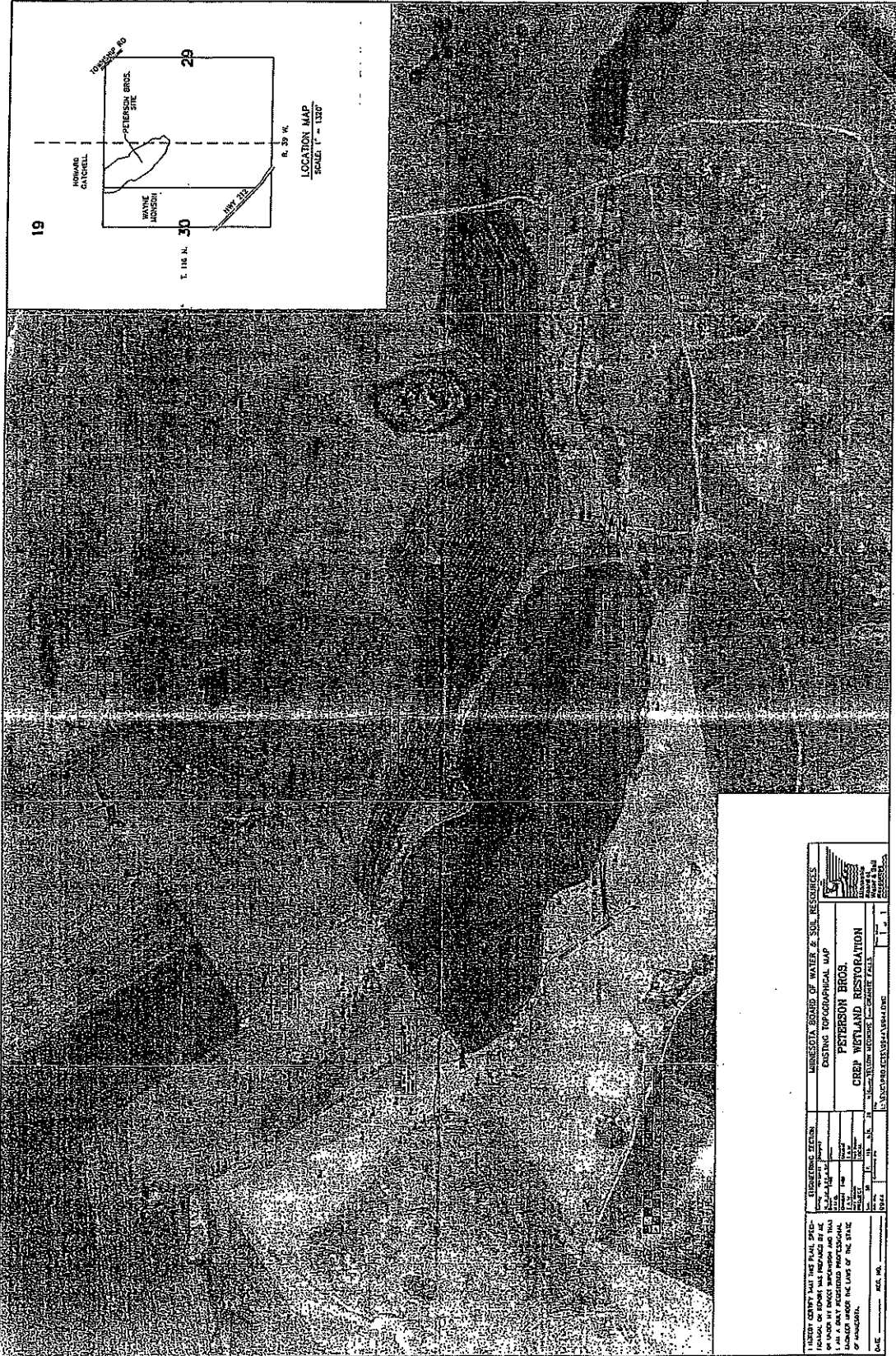
3. Commencing at a point 560 feet South of the North quarter post on Section Thirty-two (32), thence South 751 feet to the 16th line, thence West 2270 feet to the center of the highway, thence North ½ degree West 341 feet, thence North 26 ½ degrees West 184 feet, thence North 48 degrees West 381 feet, thence East 2648 feet to place of beginning, and containing 41.20 acres more or less.

4. Beginning at the Southwest corner of the Northwest Quarter of Northwest Quarter of Section Thirty-two (32), thence East 380 feet to center of Highway thence North ½ degree West 341 feet, thence North 26 ½ degrees West 184 feet, thence North 48 degrees West 381 feet to section line,

thence South 770 feet to the place of beginning; all in Township One Hundred Sixteen (116) North, Range Thirty-nine (39) West, and containing 4.80 acres.

That part of Northeast Quarter of Northeast Quarter (NE1/4 NE1/4) of Section Thirty-one (31) described as follows: Commencing at a point 46 rods and 4 links due West of the Northeast corner of said Section Thirty-one (31), thence due East to the Northeast corner of said section, thence South 32 rods, thence Northwesterly in a straight line to the place of beginning, in Township One Hundred Sixteen (116) North, Range Thirty-nine (39) West.

EXHIBIT C



19

T. 19 N. R. 30 W.
 SECTION 29
 HOWARD CATCHMENT
 WAYNE COUNTY
 PETERSON BROOK SITE
 LOCATION MAP
 SCALE 1" = 1 MILE

I HEREBY CERTIFY THAT THE STATE SPECIFIED INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 I AM A SOIL REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PROJECT TITLE	MINNESOTA BOARD OF WATER & SOIL RESOURCES
PROJECT NUMBER	EXISTING TOPOGRAPHICAL MAP
PROJECT LOCATION	PETERSON BROOK
PROJECT DATE	CHEMICAL RESTORATION
PROJECT SCALE	AS SHOWN ON ORIGINAL RECORDS
PROJECT SHEET	1 OF 1

DATE: _____
 NAME: _____
 TITLE: _____



United States Department of Agriculture
Farm Service Agency

Yellow Medicine County



S.R. east
29-116-39

April 23, 2002

1991 Digital Orthophotography - Not To Scale

EXHIBIT D