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## MEMORANDUM

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**TO:** MARK JOHNSON; JOE PAVELKO  
**FROM:** NICK BANCKS  
**SUBJECT:** ML22, CH. 77, ART. 1, SEC. 2, SUBD (5H) MEDFORD WMA EASEMENT  
RELEASE AMENDMENT REQUEST  
**DATE:** AUGUST 9, 2023

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Using \$778,000 in funds from our ML22 Ch. 77, Art. 1, Sec. 2, Subd (5h) appropriation the Trust for Public Land (TPL) acquired approximately 153 acres of property in Steele County, MN to become an addition to the existing Fairbault WMA unit. This additional unit will be called Medford WMA, as it is located just a mile north of Medford, MN.

After the acquisition of the property by TPL, and prior to conveyance of the property to the MN DNR, in the process of clearing title of encumbrances or defects three easements benefiting the property were requested to be removed by the MN DNR. One of the easements is for access, the remaining two easements are for drainage and utility purposes. Currently, there is good legal access to the property via 270th St E, the maintained township road which borders and touches the property to its north. A public parking area will be created in the NW corner of the property, which is accessible from the township road. All three easements were originally put into place by the prior landowner (from whom TPL purchased the property) as part of their aggregate business operations taking place on the property.

The easements contained either indemnification clauses or language that impose potential future financial obligations not acceptable to the MN DNR. None of the three easements are located on the acquired property, instead they all are located on adjacent property, which is in private ownership, to the west of the acquired property. Their locations are denoted on the attached survey, highlighted in green. The three easements are also attached, for reference. Also attached is the quit claim deed which TPL will execute and file to release the three easements.

A Notice of Funding Restrictions was filed as part of the property acquisition which stipulates that any property interest that is being disposed must obtain the prior written approval of the Lessard-Sams Outdoor Heritage Council. In addition to the future obligations these easements potentially place on the State, because the property's future use is as a WMA there is no longer a need to maintain these easements. TPL intends to release the three easements to satisfy DNR requirements to accept the property. Subsequently, we are seeking an amendment for approval to release all three easements from the property prior to conveyance to MN DNR.

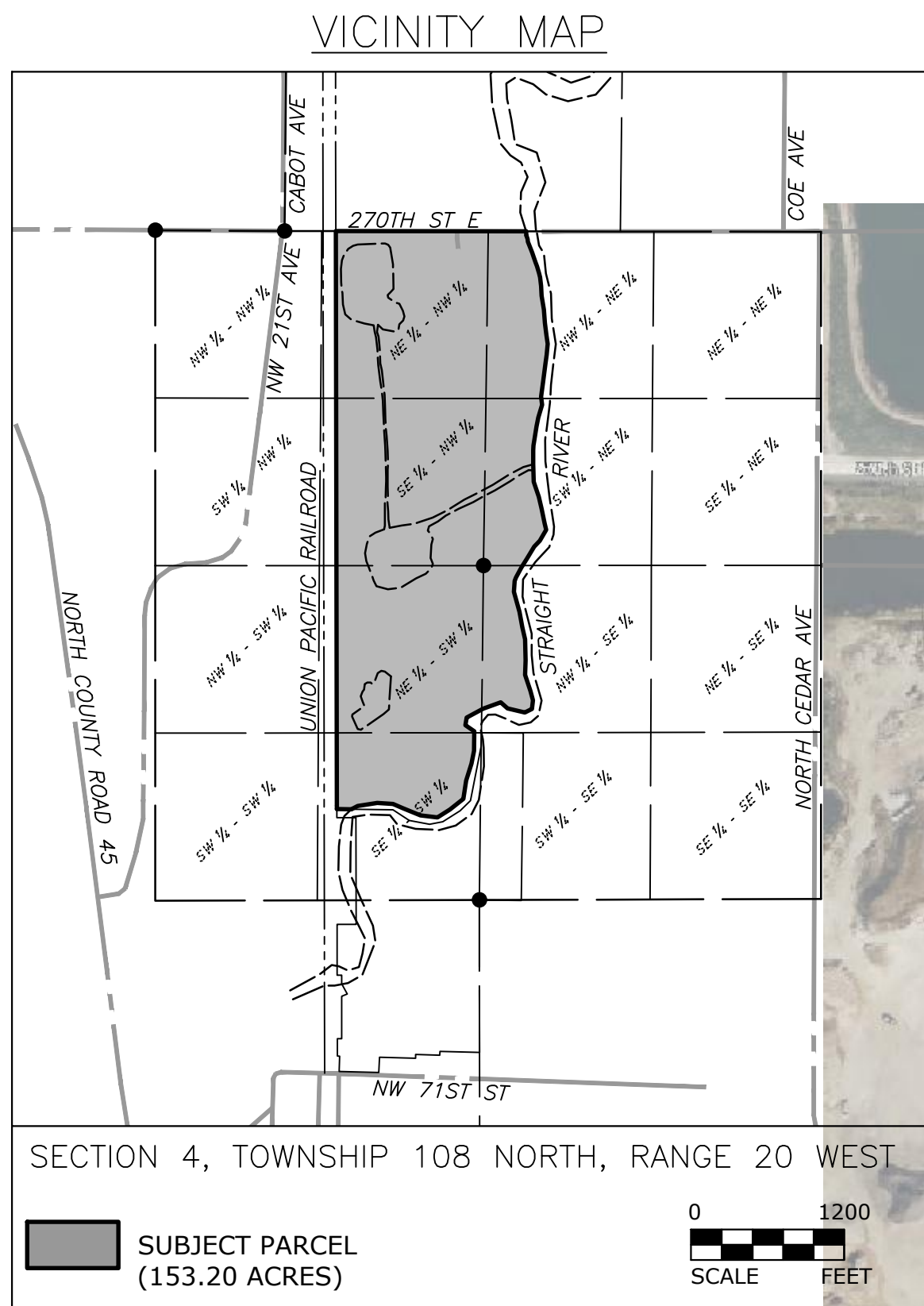
Attachments: Property Survey w/easement depictions, easement documents

UTM ZONE 15N (METERS)		
Point #	Northing	Easting
41	4893723.745	481179.328
42	4893724.16	480722.706
43	4892338.142	480726.647
44	4892337.772	480753.682

SHEET  
1  
OF  
1



*CERTIFICATE OF SURVEY*  
*FOR: THE TRUST FOR PUBLIC LAND*



## LEGEND

●	MONUMENT FOUND
○	IRON PIPE MONUMENT SET AND SIGN POST SET (UNLESS OTHERWISE NOTED)
■	CHISELED X
▲	SIGN FOUND
△	SIGN POST SET
○	UTILITY POLE
—○—	OVERHEAD POWER LINE
—X—	BARBED WIRE FENCE

UTM ZONE 15N (METERS)		
Point #	Northing	Easting
41	4893723.745	481179.328
42	4893724.16	480722.706
43	4892338.142	480726.647
44	4892337.772	480753.682

# PROPERTY DESCRIPTION (PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 22-45124)

Parcel 1:

All that part of Section 4, Township 108 North, Range 20 West, described as follows:

Commencing at a railroad iron in center of highway know as Old Jefferson Highway, which point is 17 rods and 8 links West of Northeast Corner of Northwest Quarter of Northwest Quarter of said Section 4, thence running East 4227 feet to Northeast Corner of said Section 4, thence South along center of Public Highway running North and South along East line of said Section 4, 1320 feet to an iron pipe; thence West 4357 feet to an iron pipe in center of said Old Jefferson Highway at a point 1320 feet South from a point of beginning, thence North along center of said Old Jefferson Highway to place of beginning, EXCEPTING: All that part thereof lying and being East of Straight River and EXCEPTING all that part thereof lying and being West of the Chicago, Rock Island and Pacific Railway Company. AND ALSO EXCEPT Railroad.

Parcel 2:

All that part of the Southeast Quarter of the Northwest Quarter of Section 4 lying East of the land deeded to the Burlington, Cedar Rapids and Northern Railway company of Iowa (now known as the Union Pacific Railroad) as a right-of-way, as per deed recorded in said Register of Deed's Office of Steele County in book 52 of Deeds on Page 270, Section 4, Township 108 North, Range 20 West, Steele County, Minnesota.

Parcel 3:

All that part of the Southwest Quarter of the Northeast Quarter of Section 4, lying West of the Straight River, Section 4, Township 108 North, Range 20 West, Steele County, Minnesota.

Parcel 4:

All that part of the East Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section 4 (4), Township One Hundred Eighty (108) North, Range Twenty (20) West, Steele County, Minnesota, lying East of the right of way of the Chicago, Rock Island and Pacific Railway and lying North of the following described line:

Commencing at the Northwest (NW) corner of the West Quarter ( $W\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Southwest Quarter ( $SE\frac{1}{4}$ ) of Section Four (4), Township One Hundred Eighty (108) North, Range Twenty (20) West, Steele County, Minnesota; thence South 00 degrees 43 minutes 38 seconds West a distance of 107 feet along the East line of the East Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of said Section Four (4), to a point of the centerline of the Straight River, being the point of beginning of the line to be described; thence along the centerline of the said Straight River South 11 degrees 07 minutes 03 seconds West a distance of 434.94 feet; thence South 45 degrees 40 minutes 49 seconds West a distance of 115.19 feet; thence South 06 degrees 06 minutes 35 seconds West a distance of 160.54 feet; thence South 79 degrees 07 minutes 22 seconds West a distance of 105.81 feet; thence North 79 degrees 31 minutes 37 seconds West a distance of 162.57 feet; thence North 57 degrees 01 minutes 06 seconds West a distance of 152.45 feet; thence North 89 degrees 09 minutes 29 seconds West a distance of 442.24 feet to the easterly right of way line of the Union Pacific Railroad, and thence terminating.

Parcel 5:

All that part of the Northwest Quarter of the Southeast Quarter of Section 4, Township 108 North, Range 20 West, lying west of the Straight River.

### SURVEYOR'S CERTIFICATION

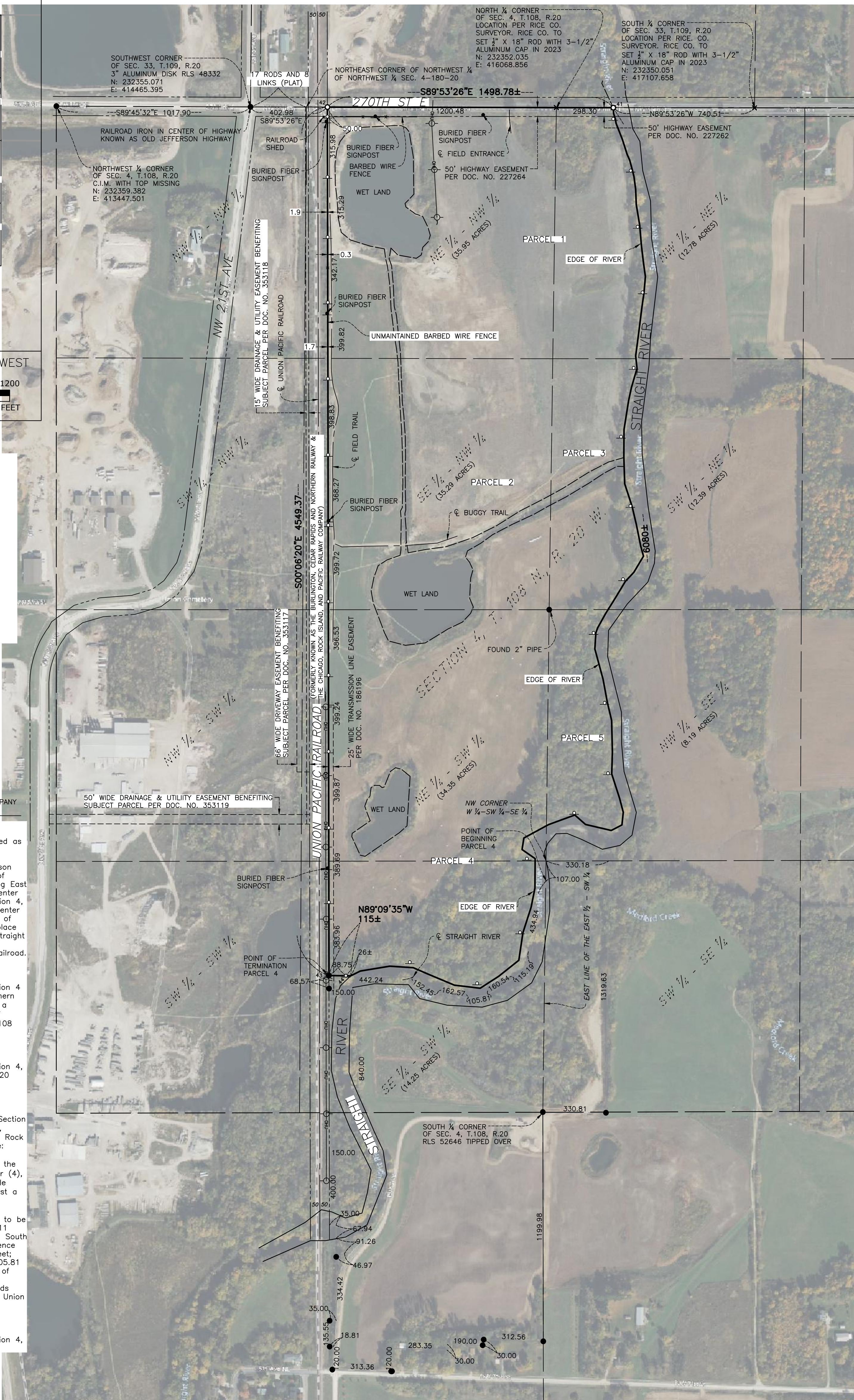
To The Trust For Public Land, the Minnesota Department of Natural Resources, and Chicago Title Insurance Company:

- correctly represents the facts found at the time of the survey;
- except as shown on the survey map, there are no discrepancies between the boundary lines of the subject property as shown on the survey map and as described in the legal description of record;
- the boundary line dimensions as shown on the survey map form a mathematically closed figure within  $\pm 0.01$  foot;
- except as shown on the survey map, the boundary lines of the subject property are contiguous with the boundary lines of all adjoining parcels, roads, highways, streets or alleys as described in their most recent respective legal descriptions of record;

Stonebrooke Engineering, Inc.

By: Aaron J. Mages  
Registration No. 45507  
Date Signed: November 22nd, 2022  
Date revised: December 2nd, 2022.

Note: This certification is made to the parties listed above as a professional opinion based on the knowledge information and belief of the surveyor as of the date of issuance. Over time, survey and title conditions may change from those shown on this survey. The above parties are advised that updated title documentation and surveys will be required to confirm conditions affecting the subject property after date of issuance of this survey.

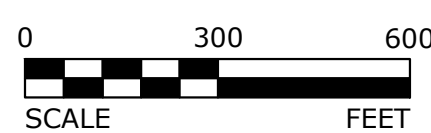
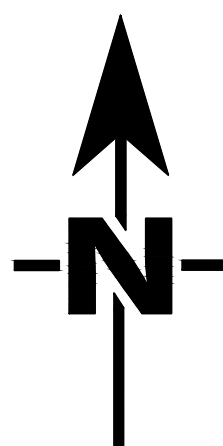


## SURVEYOR'S NOTES

1. Easement Deed by Court Order in Settlement of Landowner Action by U.S. District Court, District of Minnesota in Civil No. 11-3401 dated November 12, 2012 and recorded March 16, 2015, as Document No. 401192 grants an easement across the subject property being 10 feet on each side of a Telecommunication Cable System as it existed on May 15, 2012. A gopher state one call to mark the utilities was not made as part of this survey so Stonebrooke Engineering, Inc. was unable to depict said easement on this survey.

SURVEYOR:

Stonebrooke Engineering, Inc.  
12279 Nicollet Ave. S.  
Burnsville, MN 55337  
Phone: 952-402-9202  
Fax: 952-403-6803  
[www.stonebrookeengineering.com](http://www.stonebrookeengineering.com)



Orientation of the bearing system is based on Steele County Coordinates, NAD 83, (2011 adjustment).



# Stonebrooke



A000353117

OFFICE OF THE COUNTY RECORDER  
STEELE COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR RECORDED ON  
10/24/2007 11:00AM

WELL CERTIFICATE: RECEIVED ( )

PAGES: 8 FEES: \$46.00

AVIS E. LEWISON  
STEELE COUNTY RECORDER

BY                      DEPUTY

**INGRESS/EGRESS AND DRIVEWAY EASEMENT AGREEMENT** 4

**THIS INGRESS/EGRESS AND DRIVEWAY AGREEMENT (Agreement)** is made, executed and effective the 10<sup>th</sup> day of October, 2007, by Twin City Concrete Products Co., a Minnesota corporation ("Grantor") and Medford Properties Limited Partnership, a Minnesota limited partnership ("Grantee"). Grantor and Grantee do hereby agree as follows:

**WHEREAS**, Grantor owns certain real property (hereinafter defined as the Servient Parcel) located in the Township of Medford, County of Steele, State of Minnesota, legally described on the attached **Exhibit A**.

**WHEREAS**, Grantee owns certain real property (hereinafter defined as the Dominant Parcel) adjoining the aforesaid property of the Grantor and lying east of the aforesaid property of Grantor.

**WHEREAS**, Grantor and Grantee wish to enter into an agreement which will grant to Grantee an Easement for ingress and egress for driveway purposes.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the Easement as herein set forth:

1. **Servient Parcel:**

The Servient Parcel means and is described on the attached **Exhibit A**.

2. **Dominant Parcel:**

The Dominant Parcel means and is described on the attached **Exhibit B**.

3. **Easement Area:**

The Easement Area means and is described on the attached **Exhibit C**.

4. **Grant of Easement:**

Grantor hereby grants to Grantee a non-exclusive Easement for ingress and egress and driveway purposes on and over the Easement Area according to the terms hereof, and Grantee hereby accepts such Easement and the duties and restrictions contained herein.

5. **Purposes and Uses of Easement:**

The purpose of this Easement is to permit the Grantee and its successors, assigns, lessees, and licensees to enter and exit the Dominant Parcel by way of the Easement Area.

6. **Benefited Parties:**

The Easement created herein is for the sole benefit of the owner of the Dominant Parcel and its successors in interest, assigns, licensees and lessees. The owner of the Dominant Parcel agrees to adhere to the terms and conditions stated herein.

7. **Maintenance of Roadway:**

Grantee shall maintain and keep the Easement Area in good repair and condition. Grantee has no responsibility to maintain, repair or plow the snow on the Easement Area during such times during the year as Grantee is not operating the gravel pit on the Dominant Parcel or not otherwise using the Dominant Parcel. Grantor has no responsibility to pave, grade or improve the Easement Area or to maintain, repair or plow the Easement Area.

8. **Noise and Dust Associated with Use of the Roadway:**

Grantor acknowledges that there may be noise and/or dust associated with the travel of vehicles in and out of the gravel pit on the Dominant Parcel and Grantor accepts that condition as part of this Agreement.

9. **Perpetual Duration:**

The Easement created hereby is perpetual, runs with the Dominant Parcel and the Servient Parcel, shall be binding upon the Servient Parcel, and shall be for the benefit of the Dominant Parcel. The Easement is non-exclusive.

10. **Terms and Conditions:**

A. Grantor reserves the right to use the Easement Area to enter and exit the Servient Parcel. Grantor's use of the Easement Area for ingress and egress shall not unreasonably interfere with Grantee's ability to enter and exit the Dominant Parcel by way of the Easement Area.

- B. Grantee's use of the Easement Area shall be subject to all of the improvements currently existing on the Easement Area and shall be subject to all of the improvements that Grantor and its successors and assigns may in the future place in, on or under the Easement Area, provided that such improvements do not unreasonably interfere with Grantee's ability to enter and exit the Dominant Parcel by way of the Easement Area.
- C. The Easement hereby conveyed to Grantee is subject to and subordinate to the rights of Grantor, which rights are hereby reserved, to place, construct, operate, maintain, repair and relocate, from time to time, a railroad spur line within the Easement Area. Grantor may locate the railroad spur line in the Easement Area wherever Grantor so chooses and the traveled portion of the Easement Area actually used for ingress and egress by Grantee shall be aligned, designed, constructed and relocated from time to time within the Easement Area at Grantee's expense, so as not to interfere with Grantor's right to use the Easement Area for a railroad spur line.
- D. With respect to those portions of the Easement Area that are not actually used by Grantee for vehicular travel, Grantor has the rights and does hereby reserve the rights to use such portions of the Easement Area for storage, parking and for buildings and structures.

11. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns, and their licensees and lessees. The terms and conditions of this Agreement shall be binding upon the respective Dominant Parcel and the Servient Parcel and this Agreement shall run with the Dominant Parcel and Servient Parcel.

12. **Impairment of Rights; Setbacks:**

Nothing contained herein shall impair any right of the owner of the Servient Parcel to construct or maintain utilities on or under the Easement Area or to go upon the Easement Area for the purpose of repairing utilities on, serving, or adjoining the Easement Area, so long as the same shall not permanently affect the enjoyment of the Easement Area by the owner of the Dominant Parcel.

13. **Improvements To Easement Area:**

If Steele County or any other governmental authority requires that the Easement Area be paved, upgraded or improved because the Dominant Parcel is being subdivided or because of the use made of the Dominant Parcel or because of other actions of the Grantee, then the Grantee shall be solely responsible for such costs. Nothing contained herein, however, obligates the Grantee to pay the costs for

paving, upgrades or improvements that are installed or made by the Grantor or that are otherwise required because the Servient Parcel is being subdivided or because of the use made of the Servient Parcel or because of other actions of the Grantor.

**14. Indemnification of Grantor:**

Grantee hereby agrees to indemnify, defend and hold Grantor harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees that Grantor incurs or suffers, which arise out of, result from or relate to:

Use of the Easement Area by Grantee and its licensees, lessees and invitees;

Except for the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that arise out of, result from or relate to Grantor's negligence.

**15. Indemnification of Grantee:**

Grantor hereby agrees to indemnify, defend and hold Grantee harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees that Grantee incurs or suffers, which arise out of, result from or relate to:

Use of the Easement Area by Grantor and its licensees, lessees and invitees;

Except for the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that arise out of, result from or relate to Grantee's negligence.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**GRANTOR:**

**Twin City Concrete Products Co.**

By:

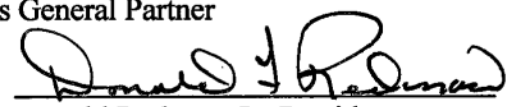
  
Michael R. Fritz, Its President

**GRANTEE:**

**Medford Properties Limited Partnership**

By: Freeway Enterprises, Inc. of Medford,  
Its General Partner

By:

  
Donald Redman, Its President

## NOTARY BLOCKS

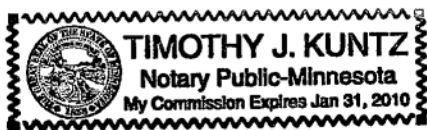
STATE OF MINNESOTA )

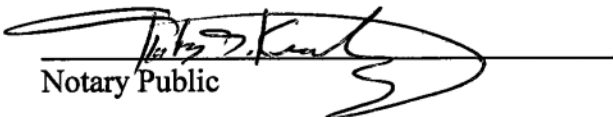
COUNTY OF STEELE )

ss.

*Twin City Concrete Products Co.*

On this 10th day of October, 2007, before me a Notary Public appeared Michael R. Fritz, who being by me duly sworn, did say that he is the President of Twin City Concrete Products Co., a Minnesota corporation; and that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors; and said Michael R. Fritz acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

STATE OF MINNESOTA )

COUNTY OF STEELE )

ss.

*Medford Properties Limited Partnership*

On this 10th day of October, 2007, before me a Notary Public appeared Donald Redman, who being by me duly sworn, did say that he is the President of Freeway Enterprises, Inc. of Medford, a Minnesota Corporation, the General Partner of Medford Properties Limited Partnership, a Minnesota limited partnership; and that the foregoing instrument was executed on behalf of said limited partnership by authority of its partners; and said Donald Redman acknowledged said instrument to be the free act and deed of said limited partnership.



  
Notary Public

### THIS INSTRUMENT WAS DRAFTED BY:

Timothy J. Kuntz  
LEVANDER, GILLEN & MILLER, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

### AFTER RECORDING PLEASE RETURN TO:

Timothy J. Kuntz  
LEVANDER, GILLEN & MILLER, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
(651) 451-1831



**EXHIBIT A**

**SERVIENT PARCEL**

**PROPERTY OWNED BY TWIN CITY CONCRETE PRODUCTS CO.**

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S  $89^{\circ}56'20''$  E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N  $00^{\circ}51'18''$  W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S  $00^{\circ}33'25''$  E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S  $89^{\circ}26'35''$  W 242.06 feet to the southwest corner of said Block 4; thence N  $06^{\circ}25'11''$  E 70.00 feet along the west line of said Block 4; thence N  $27^{\circ}12'10''$  W 59.60 feet; thence S  $06^{\circ}25'11''$  W 357.38 feet; thence S  $89^{\circ}26'35''$  W 257.57 feet; thence N  $00^{\circ}08'46''$  W 500.00 feet to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 85.50 feet along the north line of said SW  $\frac{1}{4}$ ; thence southwesterly along the centerline of NW 21<sup>st</sup> Avenue and along a tangential curve concave to the southeast, central angle  $64^{\circ}30'32''$ , radius 350.00 feet, arc length 394.06 feet to the west line of said SW  $\frac{1}{4}$ ; thence S  $00^{\circ}08'46''$  E 888.35 feet to said True Point of Beginning.

Containing 28.99 acres, more or less.



**EXHIBIT B**

**DOMINANT PARCEL**

**PROPERTY OWNED BY MEDFORD PROPERTIES LIMITED PARTNERSHIP**

All that part of the E ½ of the SW ¼ of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota, lying E of the E right-of-way line of the Chicago, Rock Island and Pacific Railroad.

Containing 65.7 acres, more or less.

AND

The W ¼ of the SW ¼ of the SE ¼ of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota.

Containing 10.0 acres, more or less.

AND

All that part of the SE ¼ of the NW ¼ of Section 4, lying E of the land deeded to the Burlington, Cedar Rapids, and Northern Railway Company of Iowa as a right-of-way, as per deed recorded in said Register of Deed's Office of Steele County in Book 52 of Deeds on Page 270; containing 35.9 acres, more or less.



## **EXHIBIT C**

### **DESCRIPTION OF EASEMENT AREA**

**The south 850.00 feet of the east 66.00 feet of following described real property in Steele County, Minnesota:**

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N 00°08'46" W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S 89°56'20" E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N 00°51'18" W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S 89°26'35" W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S 00°33'25" E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S 89°26'35" W 242.06 feet to the southwest corner of said Block 4; thence N 06°25'11" E 70.00 feet along the west line of said Block 4; thence N 27°12'10" W 59.60 feet; thence S 06°25'11" W 357.38 feet; thence S 89°26'35" W 257.57 feet; thence N 00°08'46" W 500.00 feet to the north line of said SW  $\frac{1}{4}$ ; thence S 89°26'35" W 85.50 feet along the north line of said SW  $\frac{1}{4}$ ; thence southwesterly along the centerline of NW 21<sup>st</sup> Avenue and along a tangential curve concave to the southeast, central angle 64°30'32", radius 350.00 feet, arc length 394.06 feet to the west line of said SW  $\frac{1}{4}$ ; thence S 00°08'46" E 888.35 feet to said True Point of Beginning.

Containing 28.99 acres, more or less.



A000353110

OFFICE OF THE COUNTY RECORDER  
STEELE COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR RECORDED ON  
10/24/2007 11:00AM

WELL CERTIFICATE: RECEIVED ( )

PAGES: 8 FEES: \$46.00

AVIS E. LEWISON  
STEELE COUNTY RECORDER

BY   *AL*   DEPUTY

1 ☒ 2 ☐ 3 ☐ 4 ☐

**DRAINAGE AND UTILITY EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made, entered into and effective this 10<sup>th</sup> day of October, 2007, between **Twin City Concrete Products Co.**, a Minnesota corporation, hereinafter referred to as "Grantor," and **Medford Properties Limited Partnership**, a Minnesota limited partnership, hereinafter referred to as "Grantee". Grantor and Grantee do hereby agree as follows:

Grantor owns the real property situated within Steele County, Minnesota as described on the attached **Exhibit A (hereinafter referred to as "Grantor's Property")**.

For good and valuable consideration, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, forever, a permanent non-exclusive easement for drainage and utility purposes, including, without limitation, uses incident thereto and the construction, maintenance, repair and replacement of facilities and improvements incident thereto, in, under, through, over and upon the real property situated in Steele County, Minnesota, described on the attached **Exhibit B (hereinafter referred to as the "Easement Area")**. Said permanent non-exclusive easement for drainage and utility is for the benefit of the property situated in Steele County, Minnesota, described on the attached **Exhibit C (hereinafter referred to as "Grantee's Property")**. The Grantee owns Grantee's Property.

The rights of Grantee include the right of Grantee and Grantee's contractors, agents and servants:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to drainage and utility purposes and all such purposes ancillary thereto; and
- b.) to maintain the Easement Area and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains.

The Easement hereby conveyed to Grantee is subject to and subordinate to the rights of Grantor, which rights are hereby reserved, to place, construct, operate, maintain, repair and relocate, from time to time, a railroad spur line within the Easement Area. Grantor may locate the railroad spur line in the Easement Area wherever Grantor so chooses and Grantee's use of the Easement Area for drainage and utility purposes shall be aligned, designed, constructed and relocated from time to time within the Easement Area at Grantee's expense, so as not to interfere with Grantor's right to use the Easement Area for a railroad spur line.

Grantor, for itself and its successors and assigns, does hereby covenant with Grantee, its successors and assigns, that it is well seized in fee of the Easement Area and has good right to grant and convey this easement to Grantee.

This Easement Agreement shall be binding upon the parties and their representatives, successors and assigns. This Easement Agreement shall be binding upon Grantor's Property and upon Grantee's Property and shall run with Grantor's Property and Grantee's Property.

IN WITNESS WHEREOF, the parties to this Easement Agreement have caused this Easement Agreement to be executed as of the day and year aforesaid.

**GRANTOR:**

**Twin City Concrete Products Co.**

By: 

Michael R. Fritz  
Its President

**GRANTEE:**

**Medford Properties Limited Partnership**

By: Freeway Enterprises, Inc. of Medford,  
Its General Partner

By: 

Donald Redman  
Its President



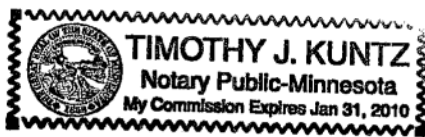
## NOTARY BLOCKS

STATE OF MINNESOTA   )  
                                  )  
COUNTY OF STEELE    )

ss.

*Twin City Concrete Products Co.*

On this 10<sup>th</sup> day of October, 2007, before me a Notary Public appeared Michael R. Fritz, who being by me duly sworn, did say that he is the President of Twin City Concrete Products Co., a Minnesota corporation; and that the foregoing instrument was executed in behalf of said corporation by authority of its Board of Directors; and said Michael R. Fritz acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

STATE OF MINNESOTA   )  
                                  )  
COUNTY OF STEELE    )

ss.

*Medford Properties Limited Partnership*

On this 10<sup>th</sup> day of October, 2007, before me a Notary Public appeared Donald Redman, who being by me duly sworn, did say that he is the President of Freeway Enterprises, Inc. of Medford, a Minnesota Corporation, the General Partner of Medford Properties Limited Partnership, a Minnesota limited partnership; and that the foregoing instrument was executed on behalf of said limited partnership by authority of its partners; and said Donald Redman acknowledged said instrument to be the free act and deed of said limited partnership.



  
Notary Public

**This instrument was drafted by:**  
**Timothy J. Kuntz**  
**LeVander, Gillen & Miller, P.A.**  
**633 South Concord Street, Suite 400**  
**South St. Paul, Minnesota 55075**  
**651-451-1831**

**After recording please return to:**  
**Timothy J. Kuntz**  
**LeVander, Gillen & Miller**  
**633 South Concord Street, Suite 400**  
**South St. Paul, Minnesota 55075**  
**(651) 451-1831**

## **EXHIBIT A**

### **GRANTOR'S PROPERTY**

Real Property located in the Township of Medford, Steele County, Minnesota, described as follows:

All that part of the following described parcel contained within the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and contained within the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota.

All that part of the NW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the northwest corner of said NW  $\frac{1}{4}$ ; thence N  $89^{\circ}29'35''$  E, assumed bearing, 1017.87 feet along the north line of said NW  $\frac{1}{4}$  to a point on the centerline of NW 21<sup>st</sup> Avenue; last said point being the True Point of Beginning; thence N  $89^{\circ}21'07''$  E 303.17 feet along the north line of said NW  $\frac{1}{4}$  to the west right of way line of the Union Pacific Railroad; thence S  $00^{\circ}51'18''$  E 2628.88 feet along said right of way line to the south line of said NW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the south line of said NW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence N  $00^{\circ}33'25''$  W 255.00 feet to the northeast corner of said Medford and Walcott Union Cemetery; thence N  $88^{\circ}55'24''$  W 213.85 feet along the north line of said Medford and Walcott Union Cemetery and its extension to said centerline; thence northerly along said centerline and along a nontangential curve concave to the west, central angle  $7^{\circ}44'18''$ , radius 350.00 feet, chord N  $10^{\circ}17'20''$  E 47.23 feet, arc length 47.27 feet; thence N  $06^{\circ}25'11''$  E 2338.18 feet to said True Point of Beginning.

Containing 15.73 acres, more or less.

AND

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S  $89^{\circ}56'20''$  E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N  $00^{\circ}51'18''$  W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S  $00^{\circ}33'25''$  E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S  $89^{\circ}26'35''$  W 242.06 feet to the southwest corner of said Block 4; thence N  $06^{\circ}25'11''$  E 70.00 feet



along the west line of said Block 4; thence N 27°12'10" W 59.60 feet; thence S 06°25'11" W 357.38 feet; thence S 89°26'35" W 257.57 feet; thence N 00°08'46" W 500.00 feet to the north line of said SW ¼; thence S 89°26'35" W 85.50 feet along the north line of said SW ¼; thence southwesterly along the centerline of NW 21<sup>st</sup> Avenue and along a tangential curve concave to the southeast, central angle 64°30'32", radius 350.00 feet, arc length 394.06 feet to the west line of said SW ¼; thence S 00°08'46" E 888.35 feet to said True Point of Beginning.

Containing 28.99 acres, more or less.

## **EXHIBIT B**

### **DESCRIPTION OF EASEMENT AREA**

**The east 15.00 feet of the following described real property in Steele County, Minnesota:**

All that part of the following described parcel contained within the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and contained within the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota.

All that part of the NW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the northwest corner of said NW  $\frac{1}{4}$ ; thence N  $89^{\circ}29'35''$  E, assumed bearing, 1017.87 feet along the north line of said NW  $\frac{1}{4}$  to a point on the centerline of NW 21<sup>st</sup> Avenue; last said point being the True Point of Beginning; thence N  $89^{\circ}21'07''$  E 303.17 feet along the north line of said NW  $\frac{1}{4}$  to the west right of way line of the Union Pacific Railroad; thence S  $00^{\circ}51'18''$  E 2628.88 feet along said right of way line to the south line of said NW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the south line of said NW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence N  $00^{\circ}33'25''$  W 255.00 feet to the northeast corner of said Medford and Walcott Union Cemetery; thence N  $88^{\circ}55'24''$  W 213.85 feet along the north line of said Medford and Walcott Union Cemetery and its extension to said centerline; thence northerly along said centerline and along a nontangential curve concave to the west, central angle  $7^{\circ}44'18''$ , radius 350.00 feet, chord N  $10^{\circ}17'20''$  E 47.23 feet, arc length 47.27 feet; thence N  $06^{\circ}25'11''$  E 2338.18 feet to said True Point of Beginning.

Containing 15.73 acres, more or less.

AND

**The east 15.00 feet of the following described real property in Steele County, Minnesota:**

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S  $89^{\circ}56'20''$  E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N  $00^{\circ}51'18''$  W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S  $00^{\circ}33'25''$  E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S  $89^{\circ}26'35''$  W 242.06



**EXHIBIT C**

**GRANTEE'S PROPERTY**

Real Property located in the Township of Medford, Steele County, Minnesota, described as follows:

All that part of the E ½ of the SW ¼ of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota, lying E of the E right-of-way line of the Chicago, Rock Island and Pacific Railroad.

Containing 65.7 acres, more or less.

AND

The W ¼ of the SW ¼ of the SE ¼ of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota.

Containing 10.0 acres, more or less.

AND

All that part of the SE ¼ of the NW ¼ of Section 4, lying E of the land deeded to the Burlington, Cedar Rapids, and Northern Railway Company of Iowa as a right-of-way, as per deed recorded in said Register of Deed's Office of Steele County in Book 52 of Deeds on Page 270; containing 35.9 acres, more or less.

13  
A000353119

OFFICE OF THE COUNTY RECORDER  
STEELE COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR RECORDED ON  
10/24/2007 11:00AM

WELL CERTIFICATE: RECEIVED ( )

PAGES: 9 FEES: \$46.00

AVIS E. LEWISON  
STEELE COUNTY RECORDER

BY AK DEPUTY

1 ☒ 2 ☐ 3 ☐ 4 ☐

INFORMATIONAL ONLY

**DRAINAGE AND UTILITY EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made, entered into and effective this 12<sup>th</sup> day of October, 2007, between **Twin City Concrete Products Co.**, a Minnesota corporation, hereinafter referred to as "Grantor," and **Medford Properties Limited Partnership**, a Minnesota limited partnership, and **Medford Industrial Properties, LLC**, a Minnesota Limited Liability Company, hereinafter referred to as "Grantees". Grantor and Grantees do hereby agree as follows:

Grantor owns the real property situated within Steele County, Minnesota as described on the attached **Exhibit A (hereinafter referred to as "Grantor's Property")**.

For good and valuable consideration, Grantor hereby grants, sells, and conveys to Grantees, its successors and assigns, forever, a permanent non-exclusive easement for drainage and utility purposes, including, without limitation, uses incident thereto and the construction, maintenance, repair and replacement of facilities and improvements incident thereto, in, under, through, over and upon the real property situated in Steele County, Minnesota, described on the attached **Exhibit B (hereinafter referred to as the "Easement Area")**. Said permanent non-exclusive easement for drainage and utility is for the benefit of the property situated in Steele County, Minnesota, described on the attached **Exhibit C (hereinafter referred to as "Grantees' Property")**. The Grantees own Grantees' Property.

The rights of Grantees include the right of Grantees and Grantees' contractors, agents and servants:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to drainage and utility purposes and all such purposes ancillary thereto; and
- b.) to maintain the Easement Area and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains.



Grantor, for itself and its successors and assigns, does hereby covenant with Grantees, its successors and assigns, that it is well seized in fee of the Easement Area and has good right to grant and convey this easement to Grantees.

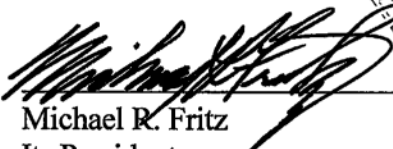
This Easement Agreement shall be binding upon the parties and their representatives, successors and assigns. This Easement Agreement shall be binding upon Grantor's Property and upon Grantees' Property and shall run with Grantor's Property and Grantees' Property.

**IN WITNESS WHEREOF**, the parties to this Easement Agreement have caused this Easement Agreement to be executed as of the day and year aforesaid.

**GRANTOR:**

**Twin City Concrete Products Co.**

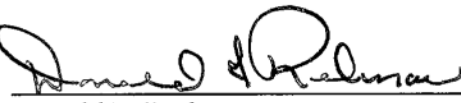
By:

  
Michael R. Fritz  
Its President

**GRANTEES:**

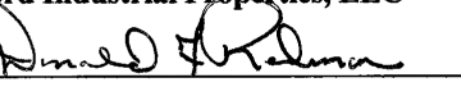
**Medford Properties Limited Partnership**  
By: Freeway Enterprises, Inc. of Medford, Its  
General Partner

By:

  
Donald F. Redman  
Its President

**Medford Industrial Properties, LLC**

By:

  
Donald F. Redman  
Its Chief Manager

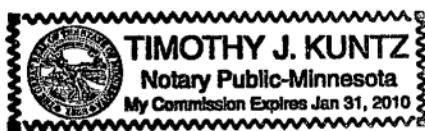
## NOTARY BLOCKS

STATE OF MINNESOTA   )  
   )  
 COUNTY OF STEELE     )

ss.

*Twin City Concrete Products Co.*

On this 10th day of October, 2007, before me a Notary Public appeared Michael R. Fritz, who being by me duly sworn, did say that he is the President of Twin City Concrete Products Co., a Minnesota corporation; and that the foregoing instrument was executed in behalf of said corporation by authority of its Board of Directors; and said Michael R. Fritz acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

STATE OF MINNESOTA   )  
   )  
 COUNTY OF STEELE     )

ss.

*Medford Properties Limited Partnership*

On this 12th day of October, 2007, before me a Notary Public appeared Donald Redman, who being by me duly sworn, did say that he is the President of Freeway Enterprises, Inc. of Medford, a Minnesota Corporation, the General Partner of Medford Properties Limited Partnership, a Minnesota limited partnership; and that the foregoing instrument was executed on behalf of said limited partnership by authority of its partners; and said Donald Redman acknowledged said instrument to be the free act and deed of said limited partnership.



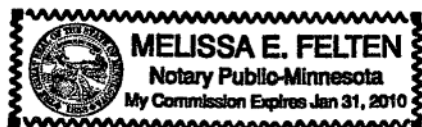
Notary Public

STATE OF MINNESOTA   )  
   )  
 COUNTY OF STEELE     )

ss.

*Medford Industrial Properties, LLC*

On this 12th day of October, 2007, before me a Notary Public appeared Donald Redman, who being by me duly sworn, did say that he is the Chief Manager of Medford Industrial Properties, LLC, a Minnesota Limited Liability Company; and said Donald Redman acknowledged said instrument to be the free act and deed of said Company.



Notary Public



**This instrument was drafted by:  
Timothy J. Kuntz  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
651-451-1831**

**After recording please return to:  
Timothy J. Kuntz  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651) 451-1831**

L:\CLIENTS\181\18163\00056\documents\Utility & Drainage Easement.doc

**EXHIBIT A**

**GRANTOR'S PROPERTY**

Real Property located in the Township of Medford, Steele County, Minnesota, described as follows:

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S  $89^{\circ}56'20''$  E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N  $00^{\circ}51'18''$  W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S  $00^{\circ}33'25''$  E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S  $89^{\circ}26'35''$  W 242.06 feet to the southwest corner of said Block 4; thence N  $06^{\circ}25'11''$  E 70.00 feet along the west line of said Block 4; thence N  $27^{\circ}12'10''$  W 59.60 feet; thence S  $06^{\circ}25'11''$  W 357.38 feet; thence S  $89^{\circ}26'35''$  W 257.57 feet; thence N  $00^{\circ}08'46''$  W 500.00 feet to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 85.50 feet along the north line of said SW  $\frac{1}{4}$ ; thence southwesterly along the centerline of NW 21<sup>st</sup> Avenue and along a tangential curve concave to the southeast, central angle  $64^{\circ}30'32''$ , radius 350.00 feet, arc length 394.06 feet to the west line of said SW  $\frac{1}{4}$ ; thence S  $00^{\circ}08'46''$  E 888.35 feet to said True Point of Beginning.

Containing 28.99 acres, more or less.

AND

All that part of the SE  $\frac{1}{4}$  of Section 5, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the east line of said SE  $\frac{1}{4}$  to the True Point of Beginning; thence N  $00^{\circ}08'46''$  W 888.35 feet along the east line of said SE  $\frac{1}{4}$  to the centerline of NW 21<sup>st</sup> Avenue; thence southwesterly along said centerline and along a nontangential curve concave to the southeast, central angle  $25^{\circ}04'49''$ , radius 350.00 feet, chord S  $12^{\circ}23'39''$  W 151.99 feet, arc length 153.21 feet; thence S  $00^{\circ}08'46''$  E 739.87 feet along said centerline; thence S  $89^{\circ}56'20''$  E 33.00 feet to said True Point of Beginning.

Containing 0.64 acres, more or less.

## **EXHIBIT B**

### **DESCRIPTION OF EASEMENT AREA**

**The south 50.00 feet of the following described real property in Steele County, Minnesota:**

All that part of the SW  $\frac{1}{4}$  of Section 4, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southwest corner of said SW  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the west line of said SW  $\frac{1}{4}$  to the True Point of Beginning; thence S  $89^{\circ}56'20''$  E 1367.18 feet to the west right of way line of the Union Pacific Railroad; thence N  $00^{\circ}51'18''$  W 1102.46 feet along the west line of said Railroad to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 395.89 feet along the north line of said SW  $\frac{1}{4}$  to the east line of Medford and Walcott Union Cemetery; thence S  $00^{\circ}33'25''$  E 268.00 feet to the southeast corner of Block 4, Medford and Walcott Union Cemetery; thence S  $89^{\circ}26'35''$  W 242.06 feet to the southwest corner of said Block 4; thence N  $06^{\circ}25'11''$  E 70.00 feet along the west line of said Block 4; thence N  $27^{\circ}12'10''$  W 59.60 feet; thence S  $06^{\circ}25'11''$  W 357.38 feet; thence S  $89^{\circ}26'35''$  W 257.57 feet; thence N  $00^{\circ}08'46''$  W 500.00 feet to the north line of said SW  $\frac{1}{4}$ ; thence S  $89^{\circ}26'35''$  W 85.50 feet along the north line of said SW  $\frac{1}{4}$ ; thence southwesterly along the centerline of NW 21<sup>st</sup> Avenue and along a tangential curve concave to the southeast, central angle  $64^{\circ}30'32''$ , radius 350.00 feet, arc length 394.06 feet to the west line of said SW  $\frac{1}{4}$ ; thence S  $00^{\circ}08'46''$  E 888.35 feet to said True Point of Beginning.

Containing 28.99 acres, more or less.

AND

**The south 50.00 feet of the following described real property in Steele County, Minnesota:**

All that part of the SE  $\frac{1}{4}$  of Section 5, T 108 N, R 20 W, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE  $\frac{1}{4}$ ; thence N  $00^{\circ}08'46''$  W, assumed bearing, 1516.03 feet along the east line of said SE  $\frac{1}{4}$  to the True Point of Beginning; thence N  $00^{\circ}08'46''$  W 888.35 feet along the east line of said SE  $\frac{1}{4}$  to the centerline of NW 21st Avenue; thence southwesterly along said centerline and along a nontangential curve concave to the southeast, central angle  $25^{\circ}04'49''$ , radius 350.00 feet, chord S  $12^{\circ}23'39''$  W 151.99 feet, arc length 153.21 feet; thence S  $00^{\circ}08'46''$  E 739.87 feet along said centerline; thence S  $89^{\circ}56'20''$  E 33.00 feet to said True Point of Beginning.

Containing 0.64 acres, more or less.



**EXHIBIT C**

**GRANTEES' PROPERTY**

Real Property located in the Township of Medford, Steele County, Minnesota, described as follows:

All that part of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota, lying E of the E right-of-way line of the Chicago, Rock Island and Pacific Railroad.

Containing 65.7 acres, more or less.

AND

The W $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 4, Township 108 N, Range 20 W, Steele County, Minnesota.

Containing 10.0 acres, more or less.

AND

All that part of the SE $\frac{1}{4}$  of Section 5, Township 108 North, Range 20 West, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE $\frac{1}{4}$ ; thence South 89°52'31" West, assumed bearing, 225.54 feet along the south line of said SE $\frac{1}{4}$  to the centerline of 21<sup>st</sup> Avenue NW; thence northeasterly along said centerline and along a nontangential curve concave to the northwest, central angle 74°23'22", radius 55.00 feet, chord North 52°40'50" East 66.50 feet, arc length 71.41 feet; thence North 15°29'09" East 469.87 feet along said centerline; thence northerly along said centerline and along a tangential curve concave to the west, central angle 15°37'55", radius 350.00 feet, arc length 95.49 feet; thence North 00°08'46" West 776.27 feet along said centerline to the True Point of Beginning; thence North 00°08'46" West 678.04 feet along said centerline; thence South 89°52'31" West 514.21 feet to the easterly right of way line of the I & M Rail Link; thence South 08°10'08" East 684.78 feet along said easterly right of way line; thence North 89°52'31" East 418.64 feet to said True Point of Beginning.

Containing 7.26 acres, more or less.

Subject to a public road easement along the east line thereof.

Subject to other easements and restrictions of record, if any.

AND

All that part of the SE $\frac{1}{4}$  of Section 5, Township 108 North, Range 20 West, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE $\frac{1}{4}$ ; thence South 89°52'31" West, assumed bearing, 225.54 feet along the south line of said SE $\frac{1}{4}$  to the centerline of 21<sup>st</sup> Avenue NW; thence northeasterly along said centerline and along a nontangential curve concave to the northwest, central angle 74 °23'22" , radius 55.00 feet, chord North 52°40'50" East 66.50 feet, arc length 71.41 feet; thence North 15°29'09" East 469.87 feet along said centerline; thence northerly along said centerline and along a tangential curve concave to the west, central angle 15°37'55", radius 350.00 feet, arc length 95.49 feet; thence North 00°08'46" West 1454.31 feet along said centerline to the True Point of Beginning; thence North 00°08'46" West 214.65 feet along said centerline; thence northeasterly along said centerline and along a tangential curve concave to the southeast, central angle 25°04'49", radius 350.00 feet, arc length 153.21 feet to the east line of said SE $\frac{1}{4}$ ; thence North 00°08'46" West 199.37 feet to the northeast corner of said SE $\frac{1}{4}$ ; thence North 89°51'53" West 626.89 feet along the north line of said SE $\frac{1}{4}$  to the easterly right of way line of the I & M Rail Link; thence South 08°10'08" East 570.86 feet along said easterly right of way line; thence North 89°52'31" East 514.21 feet to said True Point of Beginning.

Containing 7.36 acres, more or less.

Subject to a public road easement along the east line thereof.

Subject to other easements and restrictions of record, if any.

AND

All that part of the SW $\frac{1}{4}$  of Section 4, Township 108 North, Range 20 West, Steele County, Minnesota, described by:

Beginning at the northwest corner of said SW $\frac{1}{4}$ ; thence North 89°26'35" East, assumed bearing, 314.50 feet along the north line of said SW $\frac{1}{4}$  to the centerline of 21<sup>st</sup> Avenue NW; thence southwesterly along the said centerline and along a nontangential curve concave to the southeast, central angle 64°30'32", radius 350.00 feet, chord South 57°11'19" West 373.58 feet, arc length 394.06 feet to the west line of said SW $\frac{1}{4}$ ; thence North 00°08'46" West 199.37 feet to beginning.

Containing 0.41 acres, more or less.

Subject to a public road easement along the east line thereof.

Subject to other easements and restrictions of record, if any.

The following described property situated in the County of Steele, State of Minnesota, legally described as follows:

All that part of the SE $\frac{1}{4}$  of Section 5, Township 108 North, Range 20 West, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE $\frac{1}{4}$ ; thence S 89°52'31" W assumed bearing, 259.48 feet along the south line of said SE $\frac{1}{4}$  to a point on the easterly right of way line of the I & M Rail Link, last said point being the True Point of Beginning; thence N 08°10'08" W 688.94 feet along the easterly right of way line of said Rail Link; thence N 89°52'31" E 322.63 feet to the centerline of NW 21<sup>st</sup> Avenue; thence S 00°08'46" W 95.12 feet along said centerline; thence southerly along said centerline and along a tangential curve concave to the west, central angle 15°37'55", radius 350.00 feet, arc length 95.49 feet; thence S 15°29'09" W 469.87 feet along said centerline; thence southwesterly along said centerline and along a tangential curve concave to the northwest, central angle 74°23'22", radius 55.00 feet, arc length 71.41 feet to the south line of said SE $\frac{1}{4}$ ; thence S 89°52'31" W 33.94 feet to said True Point of Beginning.

Containing 3.36 acres, more or less.

Subject to a public road easement along the east and south line of the above described parcel.

Subject to other easements and restrictions of record, if any.

AND

All that part of the SE $\frac{1}{4}$  of Section 5, Township 108 North, Range 20 West, Steele County, Minnesota, described by:

Commencing at the southeast corner of said SE $\frac{1}{4}$ ; thence S 89°52'31" W assumed bearing, 259.48 feet along the south line of said SE $\frac{1}{4}$  to a point on the easterly right of way line of the I & M Rail Link; thence N 08°10'08" W 688.94 feet along the easterly right of way line of said Rail Link to the True Point of Beginning; thence N 08°10'08" W 687.92 feet along the easterly right of way line of said Rail Link; thence N 89°52'31" E 418.64 feet to the centerline of NW 21<sup>st</sup> Avenue; thence S 00°08'46" W 681.15 feet along said centerline; thence S 89°52'31" W 322.63 feet to said True Point of Beginning.

Containing 5.80 acres, more or less.

Subject to a public road easement along the east line of the above described parcel.

Subject to other easements and restrictions of record if any.



(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**  
**Business Entity to Business Entity**

**Minnesota Uniform Conveyancing Blanks**  
**Form 10.3.5 (2013)**

e-CRV No.: \_\_\_\_\_

**DEED TAX DUE: \$**

**DATE:** \_\_\_\_\_

FOR VALUABLE CONSIDERATION, The Trust for Public Land, a nonprofit California public benefit Corporation authorized to do business in Minnesota as The Trust for Public Land, Inc., a nonprofit Corporation under the laws of California ("**Grantor**"), hereby conveys and quitclaims to Twin City Concrete Products Co., a Corporation under the laws of Minnesota ("**Grantee**"), real property in Steele County, Minnesota, legally described as follows:

See EXHIBIT "A"

This Quit Claim Deed is given to hereby release any and all rights to land and relinquish easement described in Drainage and Utility Easement Agreement dated October 10, 2007, recorded October 24, 2007 as Document No. A000353118; Ingress/Egress and Driveway Easement Agreement dated October 10, 2007, recorded October 24, 2007 as Document No. A000353117; Drainage and Utility Easement Agreement dated October 12, 2007, recorded October 24, 2007 as Document No. A000353119.

*Check here if all or part of the described real property is Registered (Torrens)* ☐

This deed transfers real property in exchange for \$3000 or less of consideration.

together with all hereditaments and appurtenances.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**Grantor**

The Trust for Public Land, a nonprofit California public benefit Corporation authorized to do business in Minnesota as The Trust for Public Land, Inc.

BY: \_\_\_\_\_

State of Minnesota, County of Steele

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of The Trust for Public Land, a nonprofit California public benefit Corporation authorized to do business in Minnesota as The Trust for Public Land, Inc..

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED  
IN THIS INSTRUMENT SHOULD BE SENT TO: