

Final Acceptance Report

Joint County Ditch No. 38 Reroute

Le Sueur & Rice Counties, Minnesota

Date: July 24, 2024

ISG Project No.: 21-23683



Architecture
Engineering
Environmental
Planning

ISGinc.com

REPORT FOR:

Le Sueur & Rice County Joint Drainage Authority

Dani Ongie, CPA

Le Sueur County Auditor-Treasurer

88 South Park Ave

Le Center, MN 56057

507.357.8285

dmongie@co.le-sueur.mn.us

FROM:

ISG

Bailey Bocchino., PE

Water Resources Engineer

115 E Hickory Street + Suite 300

Mankato, MN 56001

507.387.6651

Bailey.Bocchino@ISGinc.com

SIGNATURE SHEET

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: Bailey Bocchino

Printed Name: Bailey Bocchino, PE

Date: 7/24/2024

License Number: 59968

ISG

115 E Hickory Street

Mankato, Minnesota 56001

Joint County Ditch No. 38 Reroute
Le Sueur & Rice Counties, Minnesota

Engineer's Project Number: 21-23683

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EXECUTIVE SUMMARY

The Le Sueur & Rice Counties Joint Ditch No. 38 (JD 38) Reroute project began with a petition from Kilkenny Township in 2022 to reroute the alignment of a portion of the JD 38 Spur 3 open ditch located in Section 25 of Kilkenny Township. The open ditch proposed to be rerouted runs parallel to the township road, 139th Lane, in Kilkenny Township. There was significant erosion and bank instability along the road that had been an ongoing maintenance issue and posed a risk to the structural stability of the road and public safety.

Construction Documents were completed in July of 2023 and the project was solicited for quotes to a select list of contractors. A total of two quotes were received on August 14, 2023 and the project was awarded to the lowest qualified quote, Borneke Construction, Inc. out of Janesville, MN.

Construction began on August 23, 2023 and was substantially completed on August 31, 2023. ISG monitored the site periodically in the fall of 2023 and spring of 2024 and concluded in May 2024 that the site had achieved 70% or greater vegetation establishment as required in Section 32 9219 of the project specifications.

CONSTRUCTION CONTRACT

The cost estimate for construction, including contingency, from the Reroute Report was \$51,656.48. The original contract price based on Engineer's estimated quantities was \$79,817.78, during construction there were variations in installed bid item quantities compared to estimated with a net cost savings of \$1,498.48; the final contract price is \$78,319.30.

In the Order Authorizing the Drainage System Modifications from March 21, 2023, the board authorized the payment of 68% of the costs of the modifications, or \$61,975, whichever is less, from the JD 38 account to defray expenses of the proposed modification. The petitioner, Kilkenny Township, is responsible for all additional costs associated with the project.

FINAL PAY REQUEST

To date, the contractor has been paid \$70,019.80 with an unpaid balance of \$8,299.50 left on retainage to be paid. The Final Pay Request can be found in Appendix B of this report.

AS BUILTS

ISG has completed the As Built plans that will serve as the corrected record of the project. The complete as built is located in Appendix D of this report.

DAMAGES

ISG has captured all of the damages, both temporary and permanent, that had occurred due to the project. The damages from the project are in alignment with easement agreements that were signed by impacted landowners. The easement agreements outlined damages payments and were paid to landowner prior to construction. Fully executed easement agreements for the realigned ditch are included in Appendix F. The complete list of damages per property is located in Appendix E of this report.

CONCLUSION

It is the Engineer's opinion that the Contractor, Borneke Construction, Inc., has satisfactorily completed the contract in accordance with plans and specifications. Therefore, the Engineer recommends final payment to the contractor.

Appendix A: Construction Photos



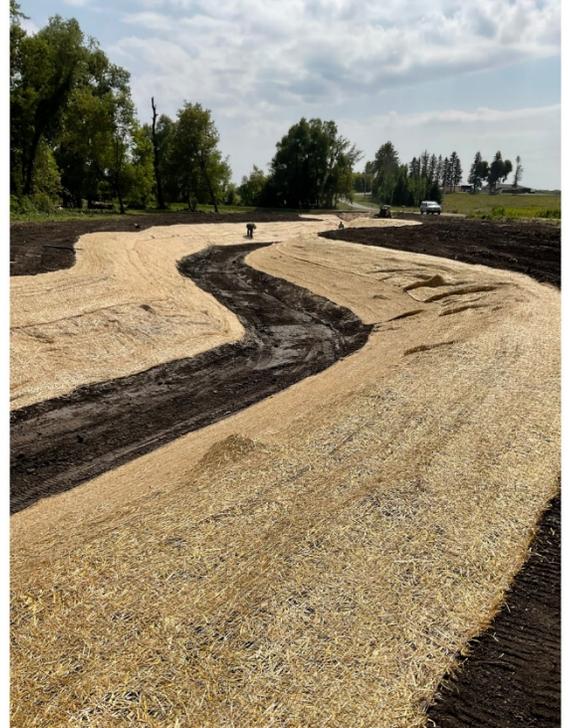
HEAVEY VEGETAIION REMOVAL



COLLECTED AND BURIED STUMPS



OPEN DITCH CONSTRUCTION



BLANKET POST FINAL GRADING

Construction Pictures



FINAL SEEDING



SITE CONDITION NOVEMBER 2023



SITE CONDITION MAY 2024



SITE CONDITION MAY 2024

Construction Pictures

Appendix B: Final Pay Request

Completed Bid Items



Le Sueur & Rice County JCD No. 38
 Reroute
 Kilkenny Township

Pay Request 2 FINAL
 1/1/2024 To 5/14/2024

A	B	C	D	E	F	G	H	I	J	K	L	M
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining	Over/Under Estimate
01.7113.1000.01	MOBILIZATION	LS	1.00	\$ 3,800.00	\$ 3,800.00	0.00	\$ -	1.00	\$ 3,800.00	0.00	\$ -	\$ -
31.1100.1000.10	HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL	AC	0.80	\$ 31,000.00	\$ 24,800.00	0.00	\$ -	0.97	\$ 30,070.00	0.00	\$ -	\$ 5,270.00
31.2316.1000.07	COMMON EXCAVATION (P) (EV)	CY	1373.00	\$ 21.70	\$ 29,794.10	0.00	\$ -	1379.00	\$ 29,924.30	0.00	\$ -	\$ 130.20
31.2500.1000.03	INSTALL PERIMETER CONTROL	LF	60.00	\$ 3.50	\$ 210.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (210.00)
31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	83.00	\$ 90.00	\$ 7,470.00	0.00	\$ -	83.00	\$ 7,470.00	0.00	\$ -	\$ -
32.9219.1000.10	16.5' BUFFER STRIP SEEDING	AC	0.32	\$ 3,000.00	\$ 960.00	0.00	\$ -	0.68	\$ 2,040.00	0.00	\$ -	\$ 1,080.00
32.9219.1000.10	SIDESLOPE SEEDING	AC	0.50	\$ 3,500.00	\$ 1,750.00	0.00	\$ -	0.49	\$ 1,715.00	0.00	\$ -	\$ (35.00)
32.9219.1000.10	MOWING	AC	0.64	\$ 1,562.00	\$ 999.68	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (999.68)
32.9219.1000.10	WEED SPRAYING	AC	1.14	\$ 600.00	\$ 684.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (684.00)
33.4510.1000.03	REMOVE & REINSTALL FENCE	LF	425.00	\$ 22.00	\$ 9,350.00	150.00	\$ 3,300.00	150.00	\$ 3,300.00	0.00	\$ -	\$ (6,050.00)
					\$ 79,817.78		\$ 3,300.00		\$ 78,319.30		\$ -	\$ (1,498.48)

Temporary Withholdings



Le Sueur & Rice County JCD No. 38
Reroute

Kilkenny Township

Pay Request 2 FINAL
1/1/2024 To 5/14/2024

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity Installed To Date	Amount Installed To Date	Temp Withholding %	Temp Withholding Amount	Amount Released	Amount Remaining
32.9219.1000.10	16.5' BUFFER STRIP SEEDING (SEED MIX: MNDOT 25-142 WITH TYPE 3 MULCH)	AC	0.32	\$ 3,000.00	\$ 960.00	0.68	\$ 2,040.00	35%	\$ 714.00	\$ 714.00	\$ -
32.9219.1000.10	SIDESLOPE SEEDING (SEED MIX: MNDOT 25-142 WITH CATEGORY 25 EROSION CONTROL BLANKET)	AC	0.50	\$ 3,500.00	\$ 1,750.00	0.49	\$ 1,715.00	35%	\$ 600.25	\$ 600.25	\$ -
					\$ 2,710.00		\$ 3,755.00		\$ 1,314.25		\$ -

Appendix C: IC-134 Withholding Affidavits & Warranty Bond



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-331-977-056
Submitted Date and Time:	20-May-2024 8:15:01 PM
Legal Name:	BORNEKE CONSTRUCTION INC
Federal Employer ID:	41-1874133
User Who Submitted:	bci000
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2127220736
Minnesota ID:	3874632
Project Owner:	KILLKENNY TOWNSHIP
Project Number:	23683
Project Begin Date:	27-Aug-2023
Project End Date:	09-Sep-2023
Project Location:	KILLKENNY TOWNSHIP
Project Amount:	\$79,817.78

Subcontractor Summary

Name	ID	Affidavit Number
DON BORNEKE CONSTRUCTION INC	7934436	1053478912

Important Messages

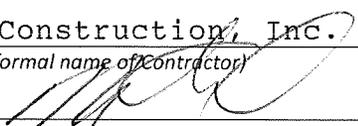
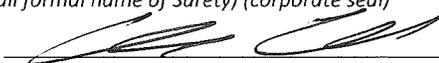
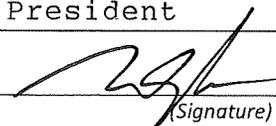
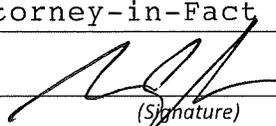
A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

WARRANTY BOND

Contractor Name: Borneke Construction, Inc. Address (principal place of business): 41537 50th St. Janesville, MN 56048	Surety Name: RLI Insurance Company Address (principal place of business): 9025 Lindbergh Dr. Peoria, IL 61615
Owner Name: Kilkenney Township Address (principal place of business): 160 E. Dodd Rd. Kilkenney Township, MN 56052	Construction Contract Description (name and location): Le Sueur & Rice County JCD No. 38 Reroute Contract Price: \$78,319.30 Effective Date of Contract: 05/14/2024 Contract's Date of Substantial Completion: 05/14/2027
Bond # RCB0030404 Bond Amount: \$78,319.30 Date of Bond: 05/14/2024 Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 9	
Bond Period: Commencing after Final Acceptance of the Open Ditch Work under the Construction Contract, and continuing until 1 year after Final Acceptance of the Open Ditch Work under the Construction Contract.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <u>Borneke Construction, Inc.</u> <small>(Full formal name of Contractor)</small>	Surety <u>RLI Insurance Company</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Mark Sikel</u> <small>(Printed or typed)</small>	Name: <u>Benjamin Griffith</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Trent Nyhammer</u> <small>(Printed or typed)</small>	Name: <u>Trent Nyhammer</u> <small>(Printed or typed)</small>
Title: <u>Witness</u>	Title: <u>Witness</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **Bond Period: Commencing after Final Acceptance of the agricultural tile Work under the Construction Contract and continuing until 3 years after Final Acceptance of the agricultural tile Work under the Construction Contract.**

INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, _____ before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument and _____ acknowledged to me that he/she executed the same in his/her individual capacity.

Notary Public

CO PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

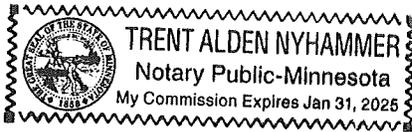
On this _____ day of _____, _____ before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF Minnesota)
COUNTY OF Nicollet)

On this 14th day of May, 2024 before me personally appeared Mark Sikel to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Mankato, MN; that he/she is the President of Borneke Construction, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.



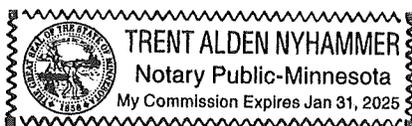
Notary Public

SURETY

STATE OF Minnesota)
COUNTY OF Nicollet) SS:

I, Trent Nyhammer Notary Public of Nicollet County, in the State of Minnesota do hereby certify that Benjamin Griffith Attorney-in-Fact, of the RLI Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the, RLI Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Saint Peter, MN in said County, this 14th day of May, 2024.



Notary Public

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Benjamin Griffith, Trent Nyhammer, jointly or severally

in the City of Saint Peter, State of Minnesota its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 22nd day of February, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 22nd day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of May, 2024.

By: Jill A. Scott
Jill A. Scott Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick Corporate Secretary



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

Appendix D: Final As-Built

LE SUEUR COUNTY COUNTY DITCH No. 38

LE SUEUR COUNTY, MINNESOTA AS-BUILT OPEN DITCH REROUTE

ISG PROJECT # 21-23683



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BAILEY P. GRIFFIN
Bailey Griffin

DATE: 02/23/2024 LIC. NO. 59968

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

PROJECT
**LE SUEUR & RICE
COUNTIES
JOINT COUNTY
DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

**AS-BUILT
02/23/24**

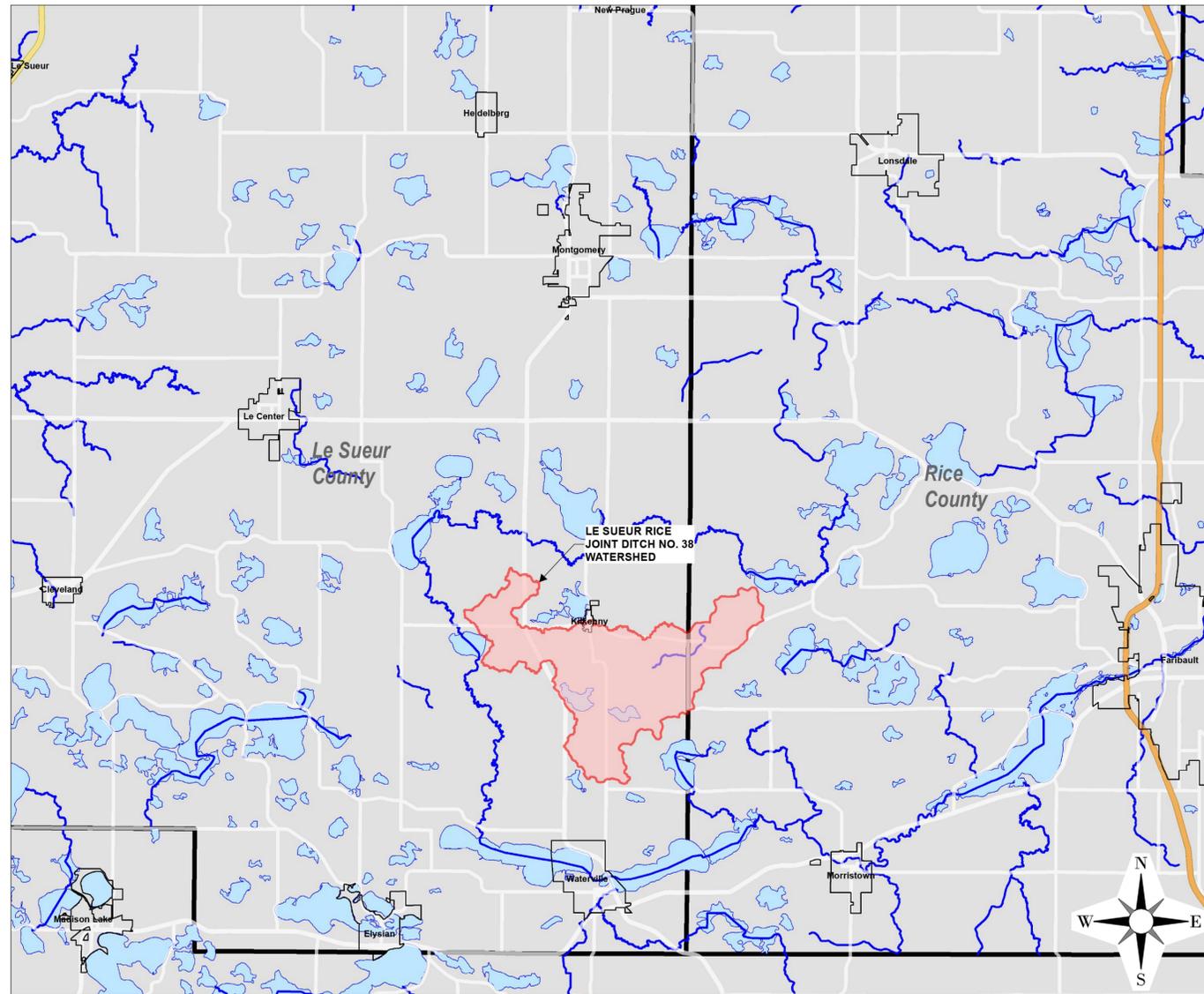
PROJECT NO.	21-23683
FILE NAME	23683 TITLE
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
TITLE

SHEET
1

SHEET INDEX	
1	TITLE
2	CONSTRUCTION NOTES, AS-BUILT QUANTITIES & SCHEDULES
3	WATERSHED MAP
4	TREE REMOVALS
5	DETAILS
6	PLAN AND PROFILE
7	OPEN DITCH GRADING
8	OPEN DITCH CUT-FILL

LEGEND	
EXISTING	
	WATERSHED BOUNDARY
	CITY LIMITS
	SECTION LINE
	QUARTER SECTION LINE
	RIGHT OF WAY LINE
	PROPERTY / LOTLINE
	EASEMENT LINE
	ACCESS CONTROL
	WATER EDGE
	WETLAND BOUNDARY
	FENCE LINE
	EXISTING OPEN DITCH
	CULVERT
	TILE
	PRIVATE TILE
	WATER
	GAS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND TELEPHONE
	UNDERGROUND TV
	OVERHEAD UTILITY
	UNDERGROUND UTILITY
	UNDERGROUND FIBER OPTIC
	CONTOUR (MAJOR)
	CONTOUR (MINOR)
	DECIDUOUS TREE
	CONIFEROUS TREE
	TREE LINE
	DROP INTAKE
	HYDRANT
	POWER POLE
PROPOSED	
	EASEMENT
	PROPOSED OPEN DITCH
	OPEN DITCH REPAIR
	CULVERT (RCP)
	CULVERT (CMP)
	CULVERT (HDPE)
	TILE
	TILE (PIPE WIDTH)
	PRIVATE TILE
	WATER
	GAS
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND TV
	CONTOUR (MAJOR)
	CONTOUR (MINOR)
	DROP INTAKE
	SLOUGH REPAIR
	SPOIL PLACEMENT
	TREE CLEARING
	REMOVE TREE
	BUFFER



LOCATION MAP

GIS DISCLAIMER:
INFORMATION FOR THE BOUNDARY / LOT LINES, AND UNDERGROUND UTILITIES SHOWN WAS DERIVED FROM DIGITAL DATABASES AND IS FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR, LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-252-1166).

PROJECT INDEX:

OWNER:
NIK KADEL
LE SUEUR AND RICE COUNTY
JOINT DRAINAGE AUTHORITY
181 W. MINNESOTA ST.
LE CENTER, MN 56057
PH: 507.357.4879

PROJECT ADDRESS / LOCATION:
SECTION 25, KILKENNY TWP.
LE SUEUR COUNTY, MINNESOTA

MANAGING OFFICE:

MANKATO OFFICE
115 EAST HICKORY STREET
SUITE 300
MANKATO, MN 56001
PHONE: 507.387.6651

PROJECT MANAGER: BAILEY GRIFFIN
EMAIL: BAILEY.GRIFFIN@ISGINC.COM

SPECIFICATIONS REFERENCE
ALL CONSTRUCTION SHALL COMPLY WITH THE COUNTIES OF LE SUEUR & RICE REQUIREMENTS AND MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2018, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM
HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1996 ADJUSTMENT (NAD83(1996)) ON THE LE SUEUR COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.
ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

B.M. ELEVATION = 1068.23
KENNY MNDT - MNDOT POINT
LOCATED AT THE NORTH CORNER OF
THE INTERSECTION OF MN HWY 13
AND 165TH AVE

TOPOGRAPHIC SURVEY
THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN MAY 2021 BY ISG.

GENERAL PROJECT NOTES:

- DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE JD 38 PROJECT AREA.
- ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.
- ALL ROAD SIGNAGE, COORDINATION, AND TRAFFIC CONTROL SIGNAGE SHALL BE INCIDENTAL TO ROAD RESTORATIONS AND SHALL CONFORM TO LOCAL ROAD AUTHORITY PERMITS AND REGULATIONS.
- THE CONTRACTOR SHALL SUBMIT A WINTER CONSTRUCTION PLAN FOR SITE STABILIZATION, EROSION PREVENTION, AND SEDIMENT CONTROL IF THE PROJECT IS NOT COMPLETED BY OCTOBER 15 OF THE GIVEN CONSTRUCTION SEASON, UNLESS APPROVED BY THE ENGINEER. THE PLAN SHALL BE DEVELOPED TO SPECIFICALLY ADDRESS SHUTDOWN PROCEDURES OR ACTIVE CONSTRUCTION PLANS.
- ALL DEWATERING FOR THE PROJECT IS INCIDENTAL.
- PRODUCT MATERIAL SHALL BE AS SPECIFIED IN THE PLANS. IF NO SPECIFIC MATERIAL IS CALLED OUT, MATERIAL SHALL CONFORM TO THE APPROVED PRODUCT LIST IN THE APPROPRIATE SPECIFICATION.
- ALL EFFORTS SHALL BE MADE DURING CONSTRUCTION TO SEPARATE SOIL TYPES. BACKFILL SHALL BE COMPACTED PRIOR TO PLACEMENT OF TOPSOIL, EXCEPT THE TOP TWO (2) FEET, FOR WHICH COMPACTION SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. TOPSOIL SHALL BE PLACED TO A MINIMUM DEPTH OF 6", OR UNIFORM TO THE TOPSOIL DEPTH OF THE SURROUNDING AREA UNLESS SPECIFIED ELSEWHERE IN THE PLANS. EXCAVATED SPOILS SHALL BE SPREAD EVENLY IN CONSTRUCTION AREA AS TO NOT IMPEDE DRAINAGE. ALL EFFORTS SHALL BE MADE TO KEEP TOPSOIL ON TOP AND SEPARATED. NO TOPSOIL SHALL BE PLACED IN THE TRENCH BELOW 2' FROM EXISTING GROUND UNLESS APPROVED BY THE ENGINEER.
- ALL SPOIL LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK UNLESS OTHERWISE SPECIFIED.
- HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL SHALL ONLY BE COMPLETED AS NECESSARY FOR SAFE CONSTRUCTION PRACTICES AND WITHIN THE ALLOWED CONSTRUCTION EASEMENT, UNLESS APPROVED BY THE ENGINEER. TREE REMOVAL AND GRUBBING SHALL BE INCIDENTAL TO HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL BID ITEM.
- TREES CALLED OUT AS "REMOVE TREE" SHALL BE PAID FOR BY EACH OCCURRENCE. IF TREES ARE NOT CALLED OUT IN THE CONSTRUCTION DOCUMENTS AS REMOVE TREE, THEN THE REMOVAL SHALL BE PAID FOR BY THE ACRE AS HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL.
- AGGREGATE SURFACE SHALL BE INCIDENTAL TO CROSSING OR ROAD RESTORATION.
- RIPRAP QUANTITIES ARE ESTIMATED. ADDITIONAL QUANTITY MAY BE REQUIRED BY THE ENGINEER. ALL RIPRAP QUANTITIES SHALL BE PAID BY THE CUBIC YARD INSTALLED, UNLESS RIPRAP IS INCIDENTAL TO A SEPARATE PAY ITEM. ALL EXCAVATION AND GEOTEXTILE FABRIC SHALL BE INCIDENTAL TO RESPECTIVE BID ITEM.
- ALL WORK SHALL BE DONE IN 2,500 LF SECTIONS, UNLESS APPROVED OF BY THE ENGINEER. PRIOR TO COMMENCING ON A NEW SECTION, ALL WORK IN THE PREVIOUS SECTION MUST BE COMPLETED IN ADHERENCE WITH THE CONTRACT DOCUMENTS. THE ENGINEER RESERVES THE RIGHT TO CEASE OPERATIONS AND/OR WITHHOLD PAYMENT UNTIL COMPLIANCE HAS BEEN ACHIEVED.
- EXISTING TILES THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPAIRED AT NO COST TO THE PROJECT, UNLESS OTHERWISE SPECIFIED.
- ALL SIGNS AND MARKERS SHALL BE PROTECTED OR REMOVED AND REINSTALLED AT NO ADDITIONAL COST TO THE PROJECT. UNLESS OTHERWISE SPECIFIED, THE ENGINEER SHALL BE NOTIFIED OF ANY SIGNS OR MARKERS IN POOR CONDITION PRIOR TO REMOVAL.
- THE DRAINAGE AUTHORITY TAKES NO AUTHORITY OVER OR RESPONSIBILITY FOR ANY AND ALL PRIVATE TILE SHOWN ON THESE PLANS. PRIVATE TILE LOCATIONS HAVE BEEN SUPPLIED BY LANDOWNERS FOR USE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL PAY ALL DAMAGES OUTSIDE OF THE AGREED UPON EASEMENT IN AN AMOUNT OF \$1,200 PER ACRE OF DISTURBANCE, AS MEASURED BY THE ENGINEER.

UTILITY NOTES:

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THE UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED: STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

GENERAL OPEN DITCH NOTES:

- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITY TO WITHIN A 33-FOOT WIDE AREA ALONG TOP OF DITCH ALIGNMENTS. DISTURBANCE THROUGH ROAD CROSSINGS, ROAD DITCHES, AND GRASS BUFFERS SHALL BE LIMITED TO THE TRENCH WIDTH NECESSARY FOR SAFE CONSTRUCTION PRACTICES.
- A 16.5-FOOT GRASS STRIP SHALL BE ESTABLISHED IN AREAS THAT DO NOT HAVE AN EXISTING 16.5-FOOT GRASS STRIP. FINAL SEEDING SHALL OCCUR AFTER ALL WORK HAS BEEN COMPLETED IN THE AREA AND SHALL COMPLY WITH THE CONTRACT DOCUMENTS. TEMPORARY SEEDING MAY BE REQUIRED AND SHALL BE INCIDENTAL.
- DITCH CLEANING SHALL BE PERFORMED ON THE SIDE OF THE DITCH THAT IS THE LOWEST FOR THE GREATEST DISTANCE ALONG THE OPEN DITCH SEGMENT. DITCH CLEANING SPOILS SHALL BE PLACED AND LEVELED (INCIDENTAL) WITHIN THE 16.5-FOOT WIDE GRASS STRIP FROM THE TOP OF DITCH SLOPE UNLESS OTHERWISE DETERMINED BY THE ENGINEER.
- ALL EFFORTS SHALL BE MADE TO SEPARATE SOIL TYPES. TOPSOIL SHALL BE PLACED ON TOP OF BACKFILL AT A MINIMUM DEPTH OF 6". SEPARATION OF SOILS IS INCIDENTAL TO COMMON EXCAVATION.
- MISCELLANEOUS TREE CLEARING SHALL BE INCIDENTAL TO DITCH PAY ITEM(S), UNLESS SPECIFICALLY CALLED OUT IN THE PLANS.
- HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL IS REQUIRED AS NECESSARY FOR CONSTRUCTION AND WILL BE PAID FOR BY THE ACRE. APPROXIMATE LOCATIONS ARE INCLUDED ON THE MAP FOR REFERENCE. TREES SHALL BE CLEARED, GRUBBED, AND THE AREA AROUND THE TREE SPRAYED AFTER COMPLETE.
- DITCH BANKS SHALL BE SEEDED WITHIN TWO (2) DAYS OF FINISHED EXCAVATION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- BUFFERS SHALL BE SEEDED WITHIN SEVEN (7) DAYS OF FINAL LEVELING UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TOTAL AS-BUILT QUANTITIES			
Item Code	Item	Unit	As-Built Quantity
01.7113.1000.01	MOBILIZATION	LS	1
31.1100.1000.10	HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL	AC	0.97
31.2316.1000.07	COMMON EXCAVATION (P) (EV)	CY	1379
31.2500.1000.03	INSTALL PERIMETER CONTROL	LF	0
31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	83
32.9219.1000.10	16.5' BUFFER STRIP SEEDING (SEED MIX: MNDOT 25-142 WITH TYPE 3 MULCH)	AC	0.68
32.9219.1000.10	(SEED MIX: MNDOT 25-142 WITH CATEGORY 25 EROSION CONTROL BLANKET)	AC	0.49
32.9219.1000.10	MOWING	AC	0
32.9219.1000.10	WEED SPRAYING	AC	0
33.4510.1000.03	REMOVE & REINSTALL FENCE	LF	0

ABBREVIATIONS

AC	ACRE	GA	GAUGE	PP	POLYPROPYLENE
ADD	ADDENDUM	GAL	GALLON	PSI	POUNDS PER SQUARE INCH
AGG	AGGREGATE	GPM	GALLONS PER MINUTE	PVC	POLYVINYL CHLORIDE
APPROX	APPROXIMATE	HDPE	HIGH DENSITY POLYETHYLENE	PVMT	PAVEMENT
BIT	BITUMINOUS	HORIZ	HORIZONTAL	QTY	QUANTITY
CAD	COMPUTER-AIDED DESIGN	HR	HOUR	RCP	REINFORCED CONCRETE PIPE
CFS	CUBIC FEET PER SECOND	HWL	HIGH WATER LEVEL	REBAR	REINFORCING BAR
CF	CUBIC FOOT	HWY	HIGHWAY	REM	REMOVE
CL	CENTERLINE	HYD	HYDRANT	ROW	RIGHT OF WAY
CMP	CORRUGATED METAL PIPE	I	INVERT	R/W	RIGHT OF WAY
CONC	CONCRETE	ID	INSIDE DIAMETER	SCH	SCHEDULE
CONST	CONSTRUCTION	IN	INCH	SF	SQUARE FOOT
CONT	CONTINUOUS	INV	INVERT	SPEC	SPECIFICATION
CR	COUNTY ROAD	LF	LINEAR FEET	SQ	SQUARE
CSAH	COUNTY STATE AID	LIN	LINEAR	STA	STATION
	HIGHWAY	LS	LUMP SUM	SY	SQUARE YARD
CY	CUBIC YARD	MAX	MAXIMUM	TEMP	TEMPORARY
DI	DROP INTAKE	MH	MANHOLE	THRU	THROUGH
DIA	DIAMETER	MIN	MINIMUM	TRANS	TRANSFORMER
DIM	DIMENSION	MISC	MISCELLANEOUS	TV	TELEVISION
EA	EACH	NO	NUMBER	TYP	TYPICAL
ELEC	ELECTRICAL	NTS	NOT TO SCALE	UT	UTILITY, UNDERGROUND
ELEV	ELEVATION	NWL	NORMAL WATER LEVEL	UT	TELEPHONE
EOF	EMERGENCY OVERFLOW	OC	ON CENTER	VCP	VITRIFIED CLAY PIPE
EQ	EQUAL	OCEW	ON CENTER EACH WAY	W/O	WITHOUT
EX	EXISTING	OH	OVERHEAD	W/	WITH
FDN	FOUNDATION	QHWL	ORDINARY HIGH WATER	YD	YARD
FPM	FEET PER MINUTE	OZ	OUNCE	YR	YEAR
FPS	FEET PER SECOND	PERF	PERFORATED		
FT	FOOT, FEET	PL	PROPERTY LINE		



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BAILEY P. GRIFFIN

DATE: 02/23/2024 LIC. NO. 59968

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PROJECT

**LE SUEUR & RICE
COUNTIES
JOINT COUNTY
DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

AS-BUILT 02/23/24

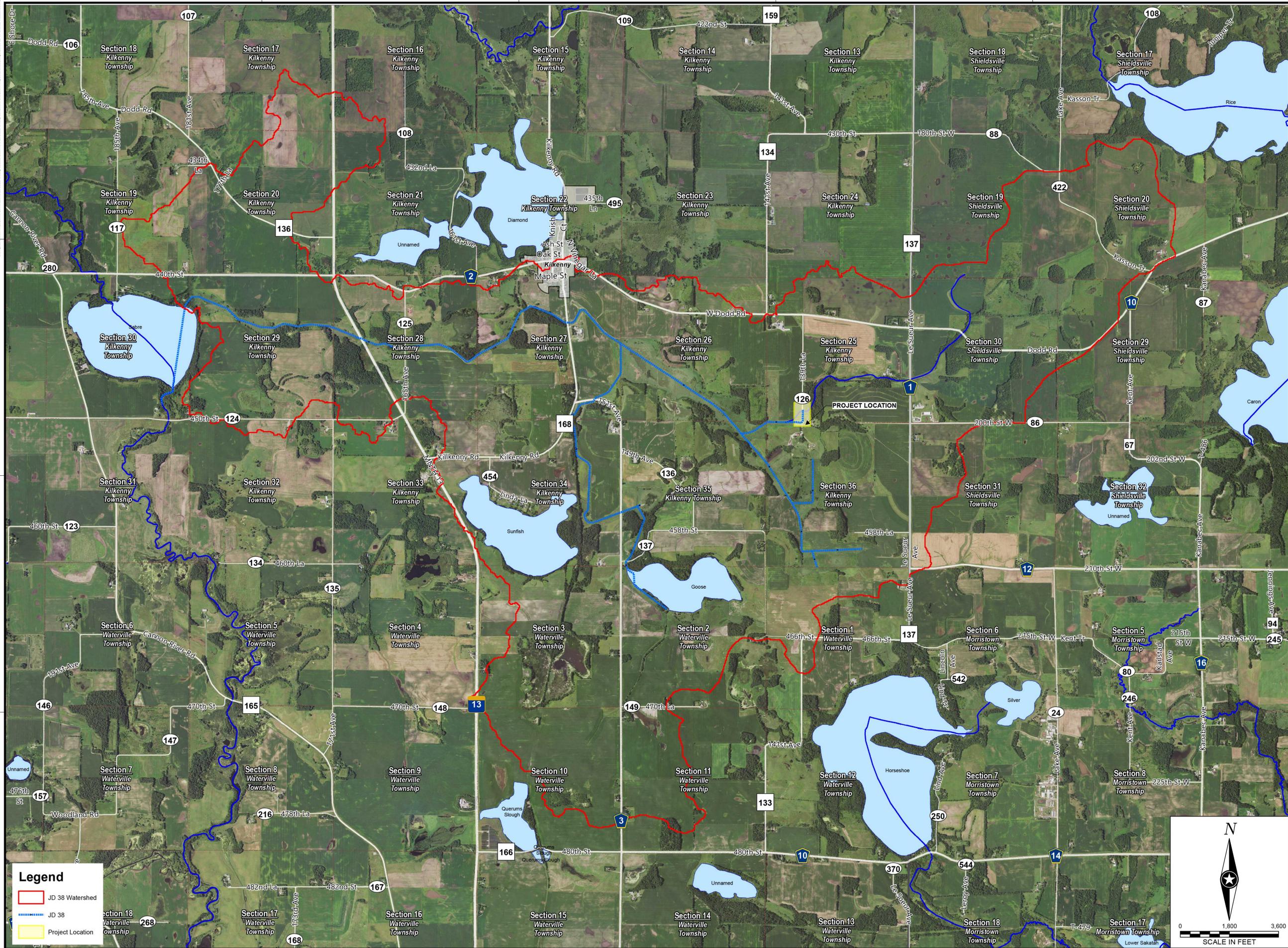
PROJECT NO.	21-23683
FILE NAME	23683 DETAILS
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
**CONSTRUCTION
NOTES, AS-BUILT
QUANTITIES &
SCHEDULES**

SHEET

2

8



Legend

- JD 38 Watershed
- JD 38
- Project Location



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BAILEY P. GRIFFIN
Bailey Griffin

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PROJECT
**LE SUEUR & RICE
 COUNTIES
 JOINT COUNTY
 DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

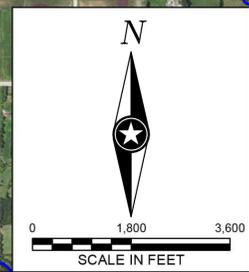
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

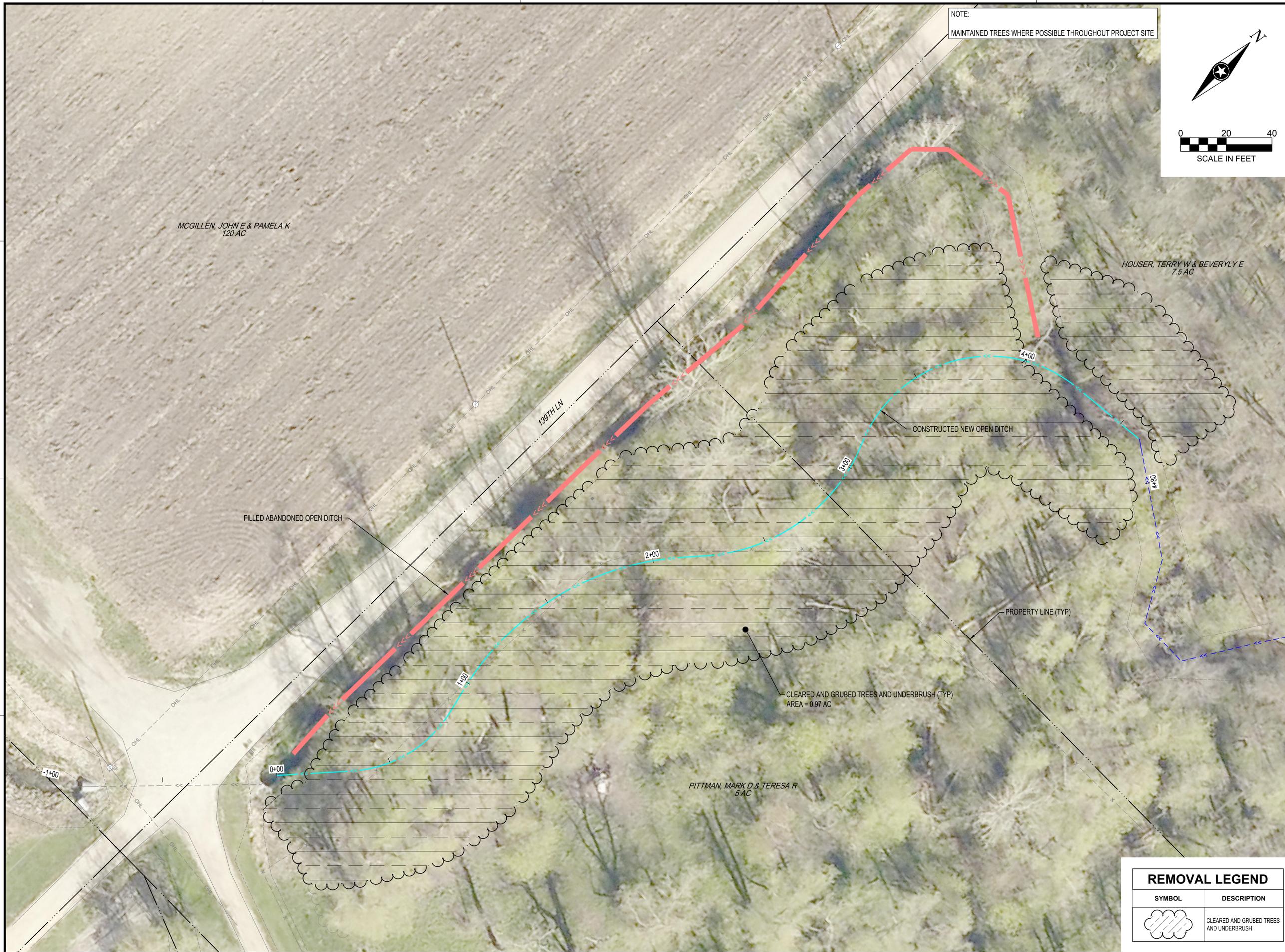
AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 WATERSHED
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

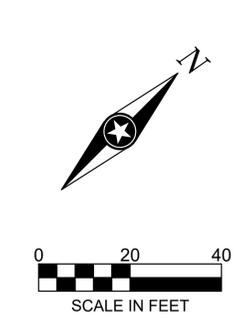
TITLE
WATERSHED MAP

SHEET
3





NOTE:
MAINTAINED TREES WHERE POSSIBLE THROUGHOUT PROJECT SITE



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BAILEY P. GRIFFIN
Signature

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PROJECT
**LE SUEUR & RICE
COUNTIES
JOINT COUNTY
DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

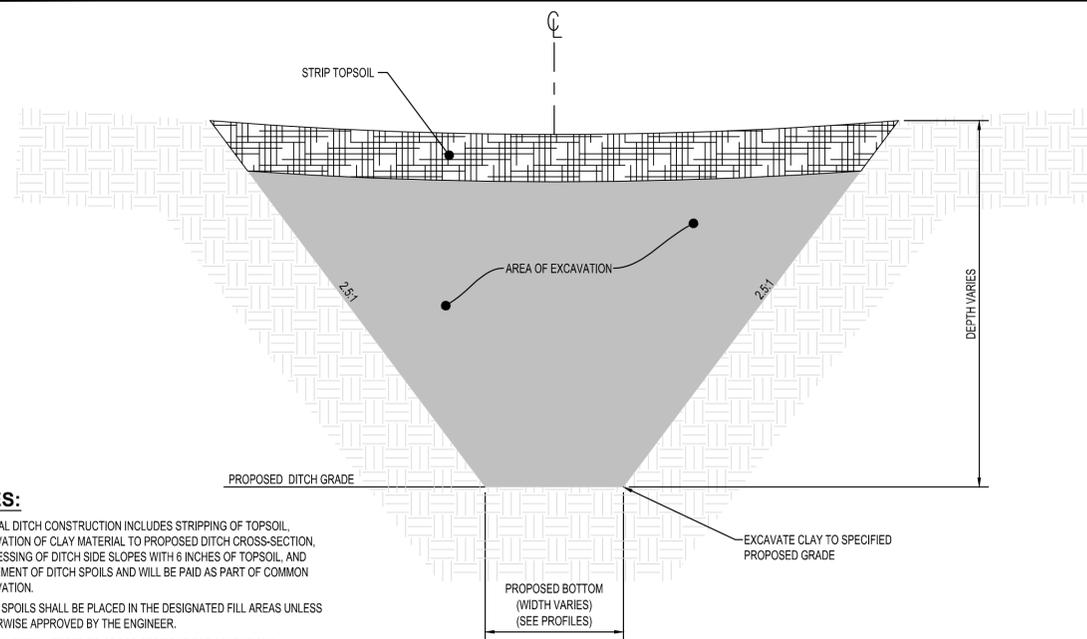
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 TREEREMOVAL
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
TREE REMOVALS

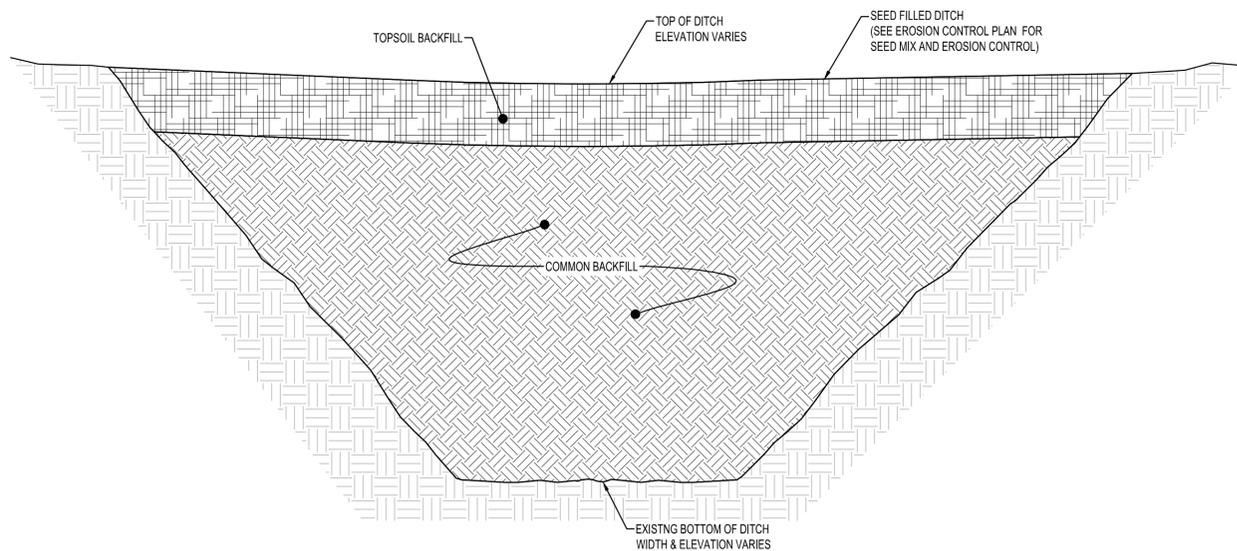
REMOVAL LEGEND	
SYMBOL	DESCRIPTION
	CLEARED AND GRUBBED TREES AND UNDERBRUSH



NOTES:

TYPICAL DITCH CONSTRUCTION INCLUDES STRIPPING OF TOPSOIL, EXCAVATION OF CLAY MATERIAL TO PROPOSED DITCH CROSS-SECTION, REDRESSING OF DITCH SIDE SLOPES WITH 6 INCHES OF TOPSOIL, AND PLACEMENT OF DITCH SPOILS AND WILL BE PAID AS PART OF COMMON EXCAVATION.
 DITCH SPOILS SHALL BE PLACED IN THE DESIGNATED FILL AREAS UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 TYPICAL DETAIL- REFER TO CROSS-SECTIONS FOR DIMENSIONS.
 DITCH BANK SEEDING MUST OCCUR WITHIN 2 DAYS OF CONSTRUCTION.

TYPICAL DITCH CONSTRUCTION
NTS



NOTES:

STRIP ORGANIC MATERIAL BEFORE FILLING OPEN DITCH.
 USE PIPE SPOILS AND NEARBY OPEN DITCH SPOILS BEFORE HAULING IN FILL MATERIAL.
 TOPSOIL DEPTH SHALL BE 6 INCHES OR MATCH THE SURROUNDING CONDITIONS, WHICHEVER IS GREATER.
 BACKFILL SHALL BE COMPACTED TO COMPLY WITH THE COMPACTION REQUIREMENTS IN THE CONSTRUCTION DOCUMENTS. (MAXIMUM 12" LIFTS)
 TYPICAL DETAIL- REFER TO CROSS-SECTIONS FOR DIMENSIONS.

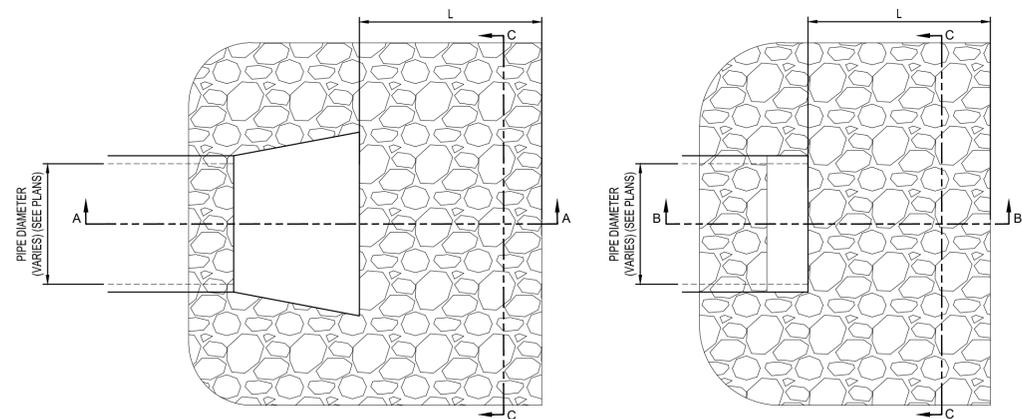
TYPICAL OPEN DITCH FILL
NTS

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BAILEY P. GRIFFIN

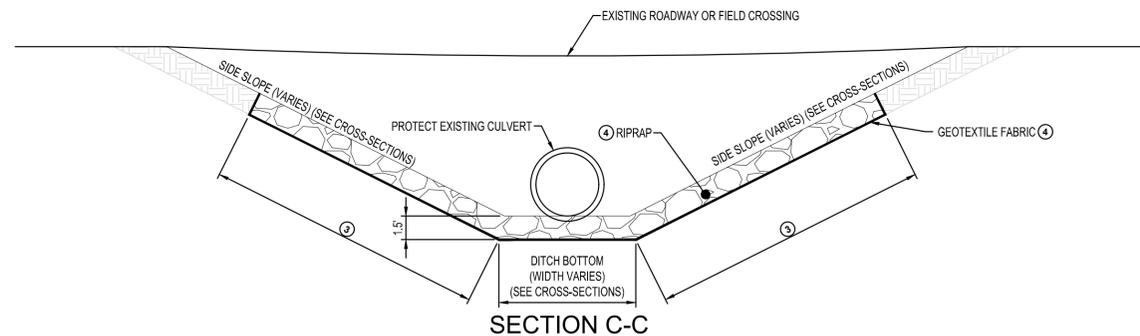
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CULVERT WITH END SECTION

CULVERT WITHOUT END SECTION



SECTION C-C

NOTES:

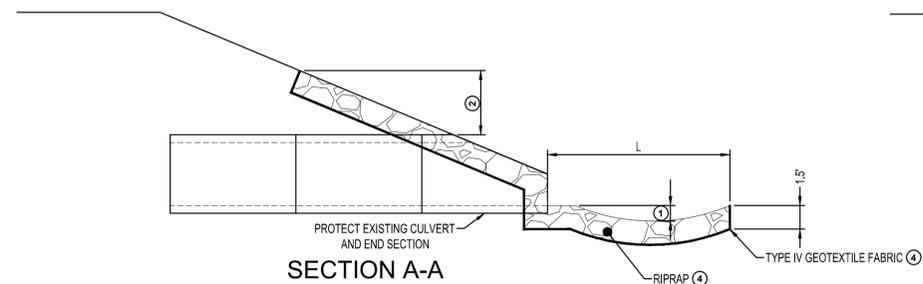
- ① UPSTREAM END OF CULVERT: 0' (NO SUMP REQUIRED), DOWNSTREAM END OF CULVERT: 1' FOR PIPES LESS THAN 30" IN DIAMETER AND 1.5' FOR PIPES GREATER THAN OR EQUAL TO 30" IN DIAMETER.
 - ② RIPRAP HEIGHT SHALL BE A MINIMUM OF 2' ABOVE THE CULVERT. THE HEIGHT MAY BE ADJUSTED WITH APPROVAL FROM THE ENGINEER.
 - ③ (W-DITCH BOTTOM WIDTH)/2 OR LENGTH NEEDED TO BE 2' ABOVE CULVERT, WHICHEVER IS GREATER.
 - ④ RIPRAP SHALL BE MNDOT CLASS III PLACED ON TYPE IV GEOTEXTILE FABRIC UNLESS OTHERWISE SPECIFIED IN THE PLANS.
- L REFERS TO LENGTH AND W REFERS TO WIDTH IN THE RIPRAP SCHEDULE. THE LENGTH AND WIDTH FOR THE UPSTREAM ENDS SHALL BE COORDINATED WITH THE ENGINEER BASED ON THE ON-SITE CONDITIONS FOUND.

REFER TO PLANS FOR RIPRAP DIMENSIONS AND QUANTITIES.

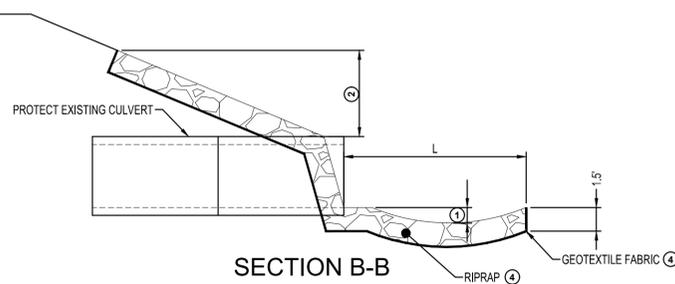
RIPRAP QUANTITIES ARE ESTIMATED. ADDITIONAL QUANTITY MAY BE REQUIRED BY ENGINEER. ALL RIPRAP QUANTITIES SHALL BE PAID BY THE CUBIC YARD INSTALLED.

ALL RIPRAP SHALL BE PLACED BELOW LEGAL DITCH GRADE AND SHALL NOT INTERFERE WITH THE FLOW THROUGH THE CULVERT.

ALL DIAMETERS REFERENCED ARE INSIDE DIAMETERS.



SECTION A-A



SECTION B-B

TYPICAL CULVERT RIPRAP ARMOR
NTS

PROJECT

LE SUEUR & RICE COUNTIES JOINT COUNTY DITCH No. 38

LE SUEUR COUNTY MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

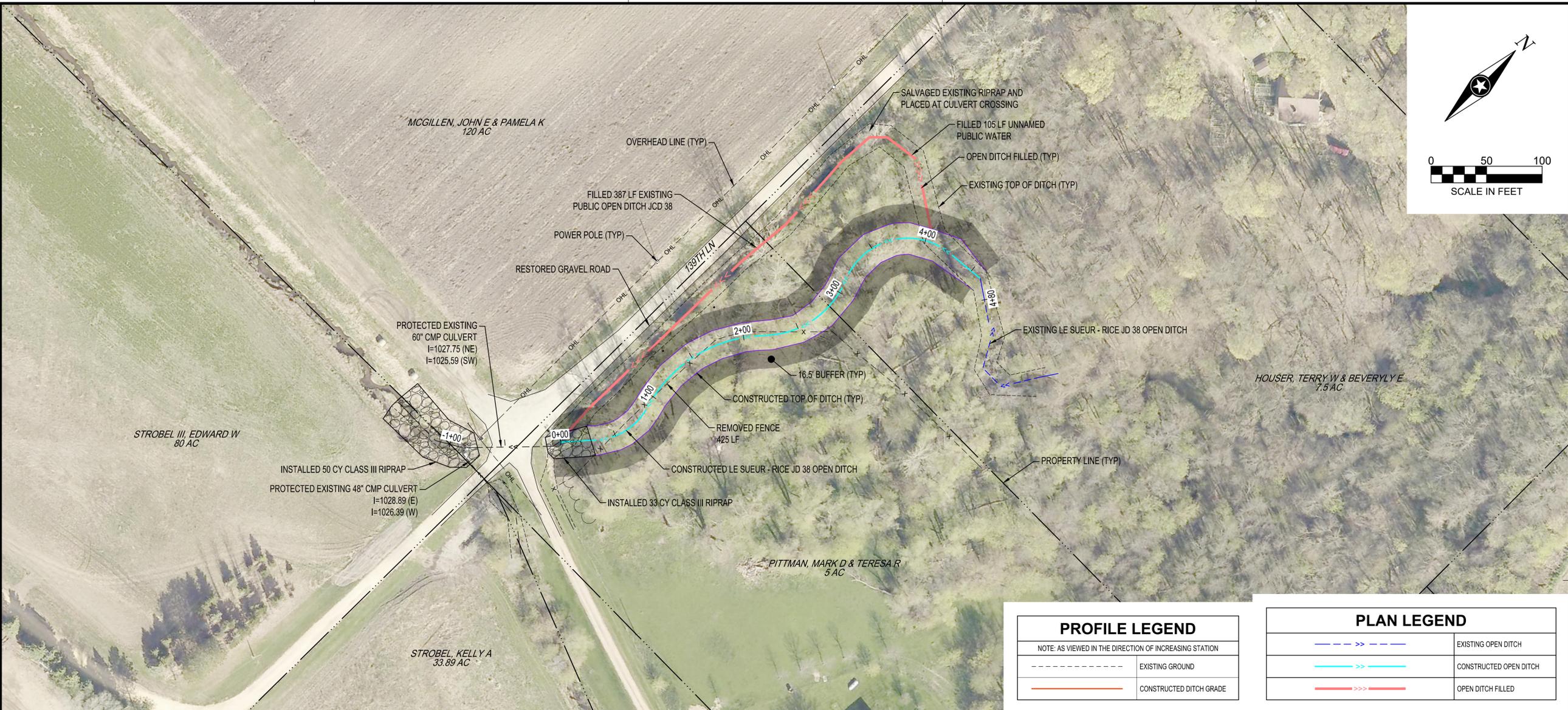
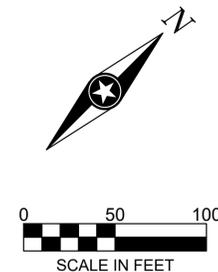
AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 DETAILS
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

DETAILS

SHEET



PROFILE LEGEND	
NOTE: AS VIEWED IN THE DIRECTION OF INCREASING STATION	
	EXISTING GROUND
	CONSTRUCTED DITCH GRADE

PLAN LEGEND	
	EXISTING OPEN DITCH
	CONSTRUCTED OPEN DITCH
	OPEN DITCH FILLED

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Bailey Griffin
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PROJECT
LE SUEUR & RICE COUNTIES JOINT COUNTY DITCH No. 38

LE SUEUR COUNTY MINNESOTA

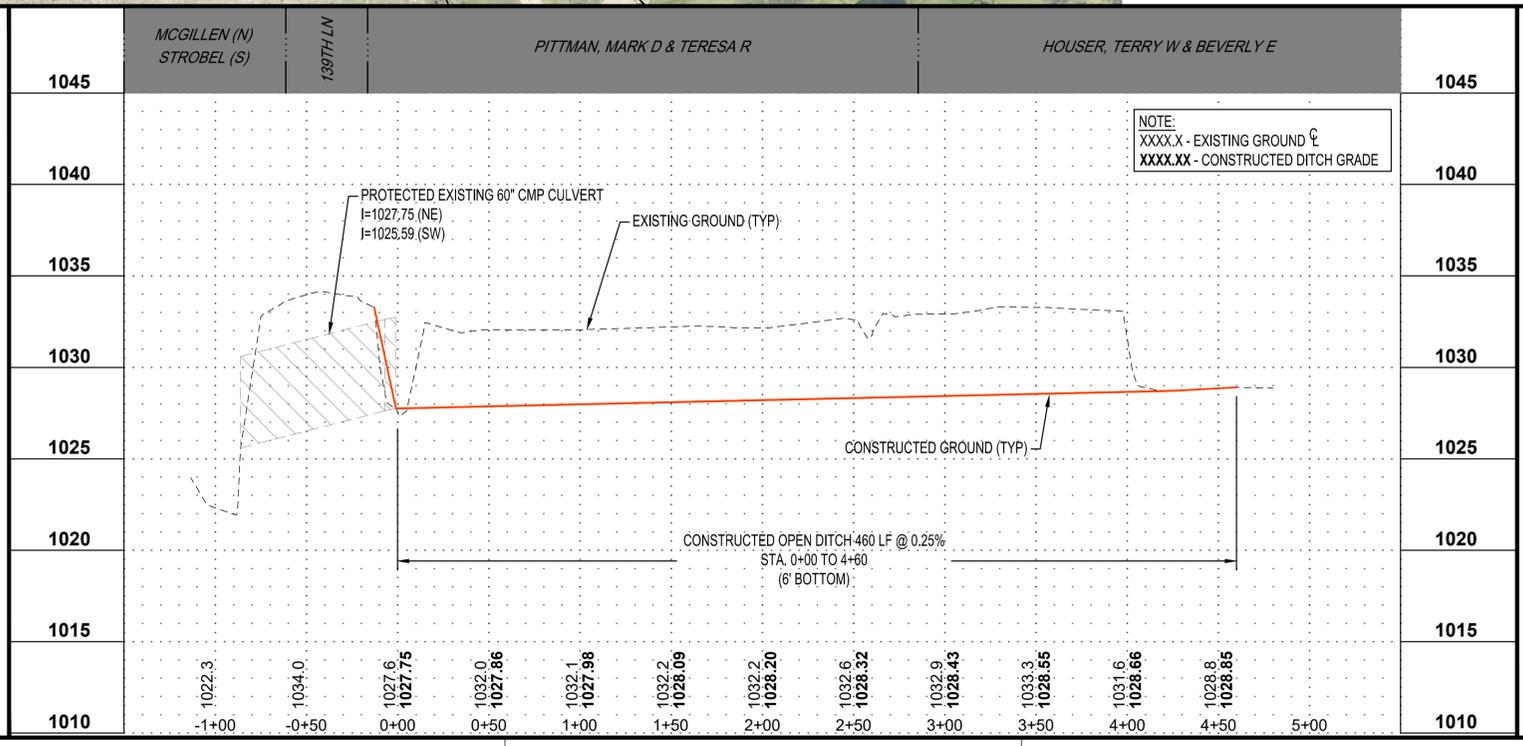
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

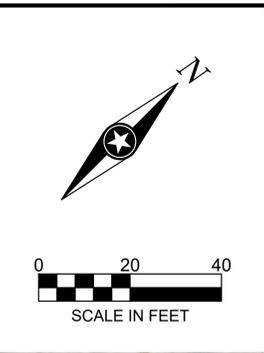
AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 PROFILES
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
PLAN AND PROFILE

SHEET
6





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BAILEY P. GRIFFIN
Bailey Griffin

DATE: 02/23/2024 LIC. NO. 59968

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PROJECT
**LE SUEUR & RICE
 COUNTIES
 JOINT COUNTY
 DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

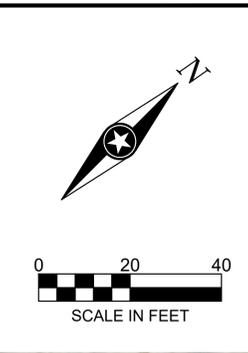
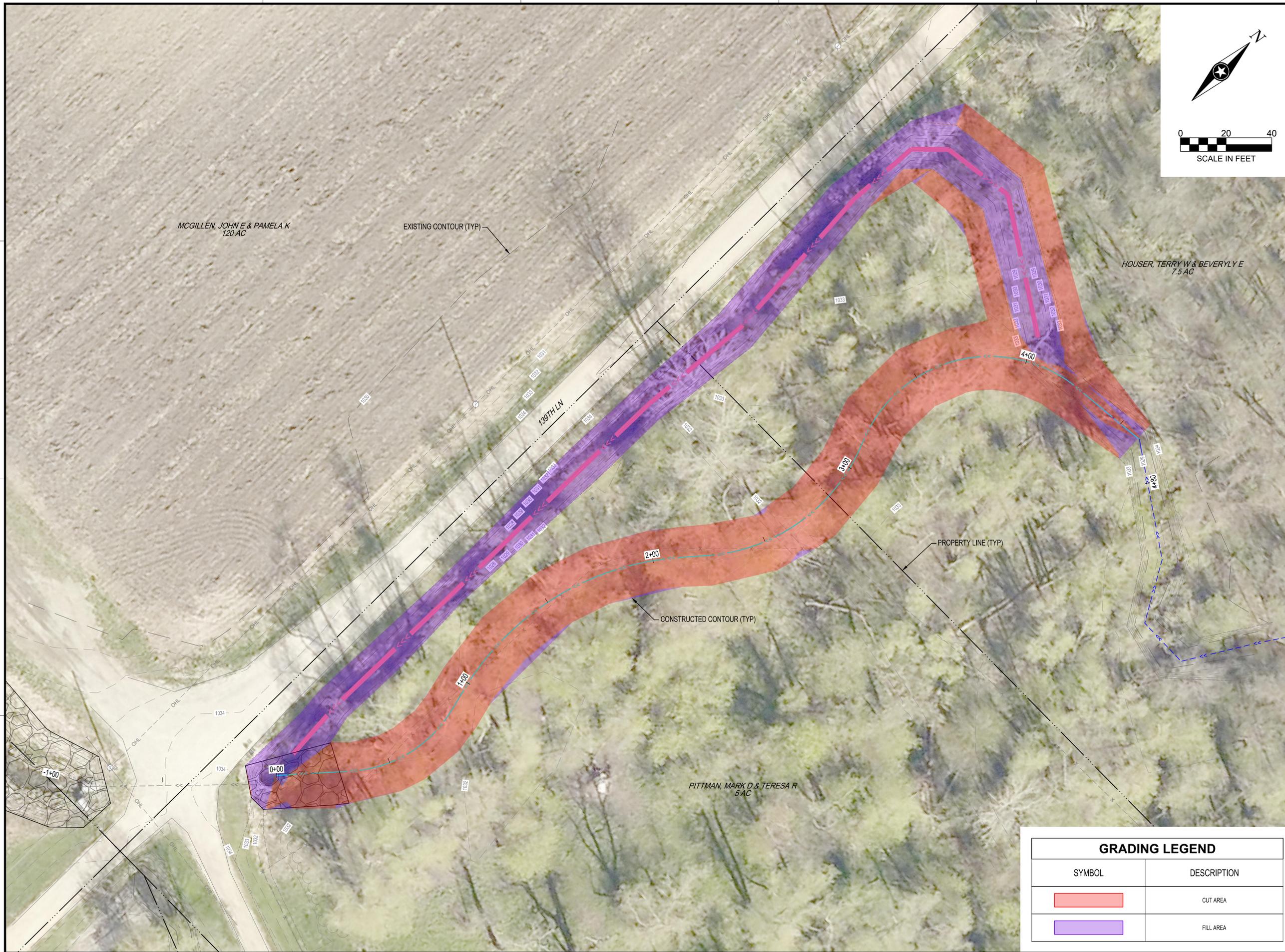
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 GRADING
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
**OPEN DITCH
 GRADING**

SHEET
7



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BAILEY P. GRIFFIN

Signature

DATE 02/23/2024 LIC. NO. 59968

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PROJECT
**LE SUEUR & RICE
 COUNTIES
 JOINT COUNTY
 DITCH No. 38**

LE SUEUR COUNTY MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

AS-BUILT 02/23/24

PROJECT NO.	21-23683
FILE NAME	23683 CUTFILL
DRAWN BY	KJH
DESIGNED BY	BPG
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

**OPEN DITCH
 CUT-FILL**

SHEET

8

GRADING LEGEND	
SYMBOL	DESCRIPTION
	CUT AREA
	FILL AREA

Appendix E: Damages

Le Sueur & Rice Counties Judicial Ditch No. 38
2023 Construction Damages Summary
Final Per As-Built
Date: 5/16/2024



	General Tract Information				Permanent Damages			
	Parcel Description	Parcel Owner	Parcel ID	Approximate Station Range	Project Description	Buffer Strip Area (Acres)	New Ditch Area (Acres)	Total Permanent Easement (Acres)
Mainline	SW 1/4 SW 1/4 SECTION 25 KILKENNY TOWNSHIP	MARK & TERESA PITTMAN	06.025.7500	0+00 to 3+00	Open Ditch Reroute	0.22	0.18	0.40
	SW 1/4 SW 1/4 SECTION 25 KILKENNY TOWNSHIP	TERRY & BEVERLY HOUSER	06.025.7900	3+00 to 5+00	Open Ditch Reroute	0.13	0.11	0.24
Le Sueur & Rice Counties Judicial Ditch No. 38 Total Damages						0.35	0.29	0.64

139th La
126

TERRY W &
BEVERLY
E HOUSER

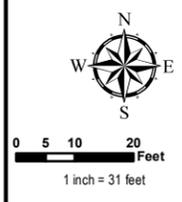
Le Sueur
County

MARK D &
TERESA R
PITTMAN



Damages Map
Judicial Ditch No 38
 Le Sueur-Rice Counties,
 Minnesota
 Thursday, May 16, 2024

- Legend**
- Ditch Centerline
 - Acquired Buffers
 - Open Ditch Area
 - Parcels



PN: 21-23683
Source:
 Orthophotograph (MnGeo/WMS, 2015)
 Title/Ditch (Le Sueur County, 2023)
 Parcels (Le Sueur County, 2023)
 Lakes (MN DNR, July, 2008)
 Major Stream (MN DNR, July 2008)
 Counties (MN DNR, July 2013)
 PLSS (MnGeo/USGS)

Appendix F: Easement Agreements

DRAINAGE SYSTEM EASEMENT

Terry W. Houser and Beverly E. Houser (Grantors) are the owners of real property located in Kilkenny Township, Le Sueur County, Minnesota, legally described as set forth on the attached **Exhibit "A"** (Burdened Parcel).

Grantors, for good and valuable consideration as set forth below, do convey and deed to the Drainage Authority for Le Sueur and Rice Counties Judicial Ditch 38 ("JD 38"), for the benefit of said drainage system, an easement over that portion of the Burdened Parcel described as follows:

A 60.00 foot easement for drainage purposes over and across that part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 110 North, Range 23 West, Le Sueur County, Minnesota, the centerline of said easement is described as follows:

Commencing at the South Quarter Corner of said Section 25; thence North 89 degrees 40 minutes 21 seconds West (assumed bearing) on the south line of the Southeast Quarter of the Southwest Quarter, 1328.07 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 38 minutes 35 seconds East on the west line of said Southeast Quarter of the Southwest Quarter, 43.38 feet; thence North 41 degrees 39 minutes 42 seconds East, 74.01 feet; thence northerly 53.11 feet on a tangential curve concave to the west having a radius of 55.00 feet and a central angle of 55 degrees 19 minutes 48 seconds; thence North 13 degrees 40 minutes 06 seconds West, 11.41 feet; thence northeasterly 115.07 feet on a tangential curve concave to the east having a radius of 120.00 feet and a central angle of 54 degrees 56 minutes 29 seconds; thence North 41 degrees 16 minutes 22 seconds East, 10.74 feet; thence northeasterly 58.22 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 41 degrees 42 minutes 02 seconds to a point on the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter, said point being the point of beginning of the centerline to be described; thence northwesterly 28.69 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 20 degrees 32 minutes 55 seconds; thence North 20 degrees 58 minutes 35 seconds West, 4.76 feet; thence easterly 110.57 feet on a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 105 degrees 35 minutes 28 seconds; thence North 84 degrees 36 minutes 53 seconds East, 34.65 feet, and said centerline there terminating.

The sides of said easement are to be prolonged or shortened to terminate at the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter.

(Easement Area) Said easement area containing 0.25 acres, more or less.

The basis of need for the easement is as follows:

There is a pending petition to realign portions of JD 38 from its current alignment to a new alignment on the Burdened Parcel to facilitate protection of public roadways.

Grantors acknowledge and accept as consideration for the Easement the sum of \$1,250.00.

The Easement shall be assignable, in whole or in part, to any unit of government for any purpose related to the maintenance, repair, improvement, or operation of JD 38.

In addition to the Easement granted above, Grantors grant a temporary construction easement as described below.

TEMPORARY CONSTRUCTION EASEMENT

Grantors, for good and valuable consideration as set forth below do convey and deed to the Drainage Authority for JD 38, for the benefit of said drainage system, a Temporary Construction Easement over that portion of the Burdened Parcel described as follows:

A 96.00 foot temporary construction easement over and across that part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 110 North, Range 23 West, Le Sueur County, Minnesota, the centerline of said easement is described as follows:

Commencing at the South Quarter Corner of said Section 25; thence North 89 degrees 40 minutes 21 seconds West (assumed bearing) on the south line of the Southeast Quarter of the Southwest Quarter, 1328.07 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 38 minutes 35 seconds East on the west line of said Southeast Quarter of the Southwest Quarter, 43.38 feet; thence North 41 degrees 39 minutes 42 seconds East, 74.01 feet; thence northerly 53.11 feet on a tangential curve concave to the west having a radius of 55.00 feet and a central angle of 55 degrees 19 minutes 48 seconds; thence North 13 degrees 40 minutes 06 seconds West, 11.41 feet; thence northeasterly 115.07 feet on a tangential curve concave to the east having a radius of 120.00 feet and a central angle of 54 degrees 56 minutes 29 seconds; thence North 41 degrees 16 minutes 22 seconds East, 10.74 feet; thence northeasterly 58.22 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 41 degrees 42 minutes 02 seconds to a point on the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter, said point being the point of beginning of the centerline to be described; thence northwesterly 28.69 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 20 degrees 32 minutes 55 seconds; thence North 20 degrees 58 minutes 35 seconds West, 4.76 feet; thence easterly 110.57 feet on a tangential curve concave to the

southeast having a radius of 60.00 feet and a central angle of 105 degrees 35 minutes 28 seconds; thence North 84 degrees 36 minutes 53 seconds East, 52.65 feet, and said centerline there terminating.

The sides of said easement are to be prolonged or shortened to terminate at the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter.

(Temporary Easement Area) Said Easement Area outside of drainage system easement contains 0.19 acres, more or less.

The Temporary Easement granted herein is for the purpose of temporary construction access and interference during the realignment of JD 38.

The Temporary Easement is granted for a term of 2 consecutive years, beginning October 1, 2022 and extending through October 1, 2024, or upon notice of project completion by the Drainage Authority, whichever is sooner.

Grantors acknowledge and accept as consideration for the Temporary Easement the sum of \$123.50.

A depiction of the Easement Area and Temporary Easement Area is attached hereto as **Exhibit "B"**. Grantor's easements are listed under Proposed Easement A in Exhibit B.

Further, along with the permanent and temporary easements conveyed herein, Grantors convey a permanent right of entry over the Burdened Parcel, to be executed reasonably, for the purpose of allowing the Drainage Authority for JD 38, or its agents, to access JD 38 for the purpose of statutorily required maintenance and inspection of JD 38. Said entry and future occupation of the Burdened Property or Easement Area for said purposes may require the payment of crop or other temporary damages but shall not include any payment of damages for removal of trees within the easement area.

Grantors retain all rights to surface use of the Easement Area for agricultural purposes consistent with the function and operation of JD 38 and any future maintenance thereof.

IN WITNESS WHEREOF, Grantors have executed this instrument on this 16 day of September 2022

{Signature Pages to Follow}

**SIGNATURE PAGE TO
DRAINAGE SYSTEM EASEMENT**

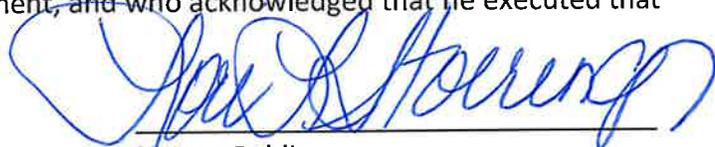
GRANTORS


Terry W. Houser

Beverly E. Houser

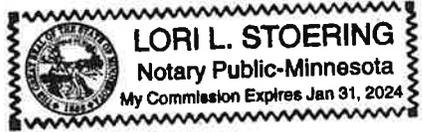
STATE OF MINNESOTA)
) SS
COUNTY OF Isle)

On this 26 day of September, 2022, before me, a Notary Public for this County, personally appeared Terry W. Houser, husband to Beverly E. Houser, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.



Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)



On this ____ day of _____, 2022, before me, a Notary Public for this County, personally appeared Beverly E. Houser, wife to Terry W. Houser, who I know to be the person described in the foregoing instrument, and who acknowledged that she executed that instrument as her free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Rinke Noonan (JCK)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 24252-0002

**SIGNATURE PAGE TO
DRAINAGE SYSTEM EASEMENT**

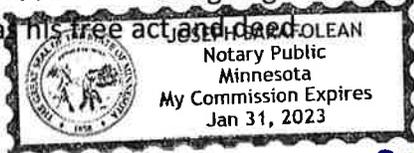
GRANTORS

Terry W. Houser

Beverly E. Houser
Beverly E. Houser

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

On this 31 day of October, 2022, before me, a Notary Public for this County, personally appeared ~~Terry W. Houser, husband to~~ Beverly E. Houser, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.

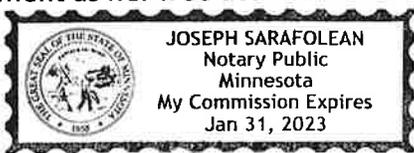


[Signature] for Beverly E. Houser
Notary Public

*Signed in incorrect section.
See below [Signature] notary public*

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

On this 31 day of October, 2022, before me, a Notary Public for this County, personally appeared Beverly E. Houser, wife to Terry W. Houser, who I know to be the person described in the foregoing instrument, and who acknowledged that she executed that instrument as her free act and deed.



[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY:
Rinke Noonan (JCK)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 24252-0002

EXHIBIT A (Description of Burdened Parcel)

Parcel 1: South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter, Section 25, Township 110, Range 23, Le Sueur County, Minnesota.

PID 06.025.7900

**EXHIBIT B (Easement Area Depictions)
(See Attached)**

DRAINAGE SYSTEM EASEMENT

Mark D. Pittman, a widower (Grantor), is the owner of real property located in Kilkenny Township, Le Sueur County, Minnesota, legally described as set forth on the attached **Exhibit "A"** (Burdened Parcel).

Grantor, for good and valuable consideration as set forth below, does convey and deed to the Drainage Authority for Le Sueur and Rice Counties Judicial Ditch 38 ("JD 38"), for the benefit of said drainage system, an easement over that portion of the Burdened Parcel described as follows:

A 60.00 foot easement for drainage purposes over and across that part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 110 North, Range 23 West, Le Sueur County, Minnesota, the centerline of said easement is described as follows:

Commencing at the South Quarter Corner of said Section 25; thence North 89 degrees 40 minutes 21 seconds West (assumed bearing) on the south line of the Southeast Quarter of the Southwest Quarter, 1328.07 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 38 minutes 35 seconds East on the west line of said Southeast Quarter of the Southwest Quarter, 43.38 feet; thence North 41 degrees 39 minutes 42 seconds East, 15.79 feet to the point of beginning of the centerline to be described; thence North 41 degrees 39 minutes 42 seconds East, 58.22 feet; thence northerly 53.11 feet on a tangential curve concave to the west having a radius of 55.00 feet and a central angle of 55 degrees 19 minutes 48 seconds; thence North 13 degrees 40 minutes 06 seconds West, 11.41 feet; thence northeasterly 115.07 feet on a tangential curve concave to the east having a radius of 120.00 feet and a central angle of 54 degrees 56 minutes 29 seconds; thence North 41 degrees 16 minutes 22 seconds East, 10.74 feet; thence northerly 58.22 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 41 degrees 42 minutes 02 seconds to the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter, and said centerline there terminating.

The sides of said easement are to be prolonged or shortened to terminate at the west line of said Southeast Quarter of the Southwest Quarter and at the south line

of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter.

(Easement Area) Said easement area containing 0.42 acres, more or less.

The basis of need for the easement is as follows:

There is a pending petition to realign portions of JD 38 from its current alignment to a new alignment on the Burdened Parcel to facilitate protection of public roadways.

Grantor acknowledges and accepts as consideration for the Easement the sum of \$2,100.

The Easement shall be assignable, in whole or in part, to any unit of government for any purpose related to the maintenance, repair, improvement, or operation of JD 38.

In addition to the Easement granted above, Grantor grants a temporary construction easement as described below.

TEMPORARY CONSTRUCTION EASEMENT

Grantor, for good and valuable consideration as set forth below does convey and deed to the Drainage Authority for JD 38, for the benefit of said drainage system, a Temporary Construction Easement over that portion of the Burdened Parcel described as follows:

A 96.00 foot temporary construction easement over and across that part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 110 North, Range 23 West, Le Sueur County, Minnesota, the centerline of said easement is described as follows:

Commencing at the South Quarter Corner of said Section 25; thence North 89 degrees 40 minutes 21 seconds West (assumed bearing) on the south line of the Southeast Quarter of the Southwest Quarter, 1328.07 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 38 minutes 35 seconds East on the west line of said Southeast Quarter of the Southwest Quarter, 43.38 feet; thence North 41 degrees 39 minutes 42 seconds East, 15.79 feet to the point of beginning of the centerline to be described; thence North 41 degrees 39 minutes 42 seconds East, 58.22 feet; thence northerly 53.11 feet on a tangential curve concave to the west having a radius of 55.00 feet and a central angle of 55 degrees 19 minutes 48 seconds; thence North 13 degrees 40 minutes 06 seconds West, 11.41 feet; thence northeasterly 115.07 feet on a tangential curve concave to the east having a radius of 120.00 feet and a central angle of 54 degrees 56 minutes 29 seconds; thence North 41 degrees 16 minutes 22 seconds East, 10.74 feet; thence northerly 58.22 feet on a tangential curve concave to the west having a radius of 80.00 feet and a central angle of 41 degrees 42 minutes 02 seconds to the south line of the South One-Half of the North Three-

Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter, and said centerline there terminating.

The sides of said easement are to be prolonged or shortened to terminate at the west line of said Southeast Quarter of the Southwest Quarter and at the south line of the South One-Half of the North Three-Fourths of the West One-Half of the Southeast Quarter of the Southwest Quarter.

(Temporary Easement Area) Said Easement Area outside of drainage system easement contains 0.24 acres, more or less.

The Temporary Easement granted herein is for the purpose of temporary construction access and interference during the realignment of JD 38.

The Temporary Easement is granted for a term of 2 consecutive years, beginning October 1, 2022 and extending through October 1, 2024, or upon notice of project completion by the Drainage Authority, whichever is sooner.

Grantor acknowledges and accepts as consideration for the Temporary Easement the sum of \$165.00.

A depiction of the Easement Area and Temporary Easement Area is attached hereto as **Exhibit "B"**. Grantor's easements are listed under Proposed Easement B in Exhibit B.

Further, along with the permanent and temporary easements conveyed herein, Grantor conveys a permanent right of entry over the Burdened Parcel, to be executed reasonably, for the purpose of allowing the Drainage Authority for JD 38, or its agents, to access JD 38 for the purpose of statutorily required maintenance and inspection of JD 38. Said entry and future occupation of the Burdened Property or Easement Area for said purposes may require the payment of crop or other temporary damages but shall not include any payment of damages for removal of trees within the easement area.

Grantor retains all rights to surface use of the Easement Area for agricultural purposes consistent with the function and operation of JD 38 and any future maintenance thereof.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 16 day of November 2022.

{Signature Page to Follow}

**SIGNATURE PAGE TO
DRAINAGE SYSTEM EASEMENT**

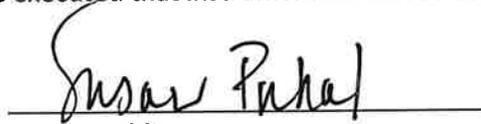
GRANTOR



Mark D. Pittman

STATE OF MINNESOTA)
) SS
COUNTY OF LeSueur)

On this 16 day of November, 2022, before me, a Notary Public for this County, personally appeared Mark D. Pittman, a widower, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.



Notary Public

THIS INSTRUMENT DRAFTED BY:
Rinke Noonan (JCK)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 24252-0002

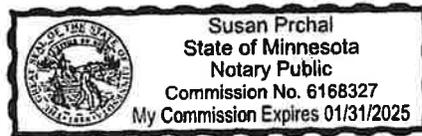


EXHIBIT A (Description of Burdened Parcel)

Part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 110, Range 23, Le Sueur County, Minnesota, described as follows: Commencing at the southeast corner of said Southwest Quarter of Section 25, thence on an assumed bearing of South 89 degrees 26 minutes 04 seconds West along the South line of said Southwest Quarter 660.00 feet to the point of beginning of the tract to be described; thence continuing South 89 degrees 26 minutes 04 seconds West along said South line 670.42 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 13 minutes 24 seconds West along the West line of said Southeast Quarter of the Southwest Quarter 330.00 feet; thence North 89 degrees 26 minutes 02 seconds East 667.73 feet; thence South 00 degrees 41 minutes 21 seconds East, parallel with the East line of said Southwest Quarter, 330.00 feet to the point of beginning.

PID 06.025.7500

**EXHIBIT B (Easement Area Depictions)
(See Attached)**

