

STATE OF MINNESOTA
RENVILLE COUNTY BOARD OF COMMISSIONERS
SEATED AS THE DRAINAGE AUTHORITY FOR RENVILLE COUNTY DITCH 59

In the Matter of the
Petition for Improvement to Renville CD 59
(Main Open Ditch, Branch 309, & Branch C)
(Roger Heller, et al.)

FINDINGS & FINAL ORDER

The Board of Commissioners of Renville County, sitting as Drainage Authority for Renville County Ditch 59, held a final hearing on March 5, 2024, in the matter of the Petition for Improvement of Renville County Ditch 59 filed by Attorney Jeff Braegelmann on behalf of Petitioners Roger Heller (Power of Attorney for Ruth Heller and Naomi Endter); Robb & Megan Zenk; Daniel W. & Cheryl Rauenhorst; James & Dianne Zenk; Wat Family Farms LC; Aakre Family Farms, LLC; Carol J. Lippert; and Gary Verzalik. At the duly noticed and public hearing on March 5, 2024, Commissioner Ericksen moved, seconded by Commissioner Home for adoption of the following Findings and Final Order:

Findings:

1. By letter dated December 14, 2016, attorney Jeff Braegelmann filed a petition and bond with the Auditor-Treasurer of Renville County requesting to improve Renville County Ditch 59 ("CD 59") pursuant to Minnesota Statutes, section 103E.215 ("Petition").
2. The Renville County Board of Commissioners is the public drainage authority for CD 59. There are no established watershed districts within the watershed of the proposed improvement to CD 59; therefore, the Renville County Board of Commissioners is the public drainage authority for the proposed improvement (hereinafter "Drainage Authority"). The Petition was properly filed with the Drainage Authority pursuant to Minnesota Statutes, sections 103E.215 and 103E.202.
3. The Drainage Authority's attorney reviewed the Petition and bond to verify compliance with Minnesota Statutes, chapter 103E. The Drainage Authority's attorney found that the Petition met the requirements of sections 103E.215 and 103E.202, and that the bond met the requirements of section 103E.202.
4. On January 10, 2017, the Drainage Authority moved to accept the Petition for the proposed improvement and to appoint Bill Helget, P.E. and Bolton & Menk, Inc. as the project engineers for examination of the system and preparation of the preliminary survey.

5. Engineer Helget executed an oath to faithfully perform the assigned duties as project engineer and executed an engineer's bond in an amount in excess of \$5,000.
6. A preliminary survey report titled Preliminary Engineering Report for Improvement of Main Open Ditch, Branch 309 & Branch C of Renville County Ditch No. 59 signed by Engineer Helget and dated January 10, 2018, was filed with the Auditor-Treasurer's office. A copy of the report was sent to the director of the Division of Ecological and Water Resources in the Department of Natural Resources.
7. A preliminary advisory report was filed with the Drainage Authority by Division of Ecological & Water Resources Assistant Regional Manager Jim Sehl dated February 6, 2018. The preliminary advisory report requested that responses to MNDNR's comments on the Preliminary Engineering Report be included as part of the Final Engineering Report.
8. The Drainage Authority ordered a hearing on the preliminary survey report to be held on February 27, 2018, and noticed the hearing by mail at least ten days before the hearing.
9. The preliminary hearing was held on February 27, 2018. At the hearing, the Drainage Authority found that the Petition and signatures met the legal requirements of Statutes, chapter 103E for an improvement petition, considered the nature and extent of the proposed plan and need for a detailed survey and adopted Findings and Order Approving Preliminary Engineer's Report and Ordering Final Engineer's Report and Appointment of Viewers ("Preliminary Hearing Order").
10. The Preliminary Hearing Order appointed Ron Ringquist, John Dotolo, Merlin Beekman, Al Kerber, and John Schueller as viewers to determine the benefits and damages to all properties affected by the proposed improvement and to submit a viewers' report to the Drainage Authority.
11. On July 24, 2019, Lead Viewer Ron Ringquist notified the Drainage Authority that the viewers would not be able to complete the appointment.
12. On August 20, 2019, the Drainage Authority ordered a hearing and adopted an order titled Amendment to Findings and Order Approving Preliminary Engineer's Report and Ordering Final Engineer's Report and Appointment of Viewers ("Amendment to Preliminary Hearing Order"), and appointed James (Jim) Weidemann, John Schueller, and Luke Olson as viewers with Kevin Vickerman and Blake Garberich as alternates to replace Ron Ringquist, John Dotolo, Merlin Beekman, and Al Kerber.
13. At the first meeting of the viewers, the viewers subscribed to an oath to faithfully perform their duties.

14. After issuing the order for the detailed survey report, Bolton & Menk, Inc. reported to the Drainage Authority that its professional engineer, Shaun Luker, would be replacing professional engineer Bill Helget on the CD 59 improvement proceedings.
15. Engineer Luker executed an oath to faithfully perform the assigned duties as project engineer and executed an engineer's bond in an amount in excess of \$5,000.
16. A detailed survey report titled Final Engineer's Report for Improvement of Main Open Ditch, Branch 309, & Branch C of Renville County Ditch No. 59 signed by Engineer Shaun Luker and dated September 15, 2023 ("Final Engineer's Report") was filed with the Auditor-Treasurer's office on September 15, 2023. A copy of the report was sent to the director of the Division of Ecological and Water Resources in the Department of Natural Resources.
17. A commissioner's final advisory report dated November 3, 2023, was filed with the Drainage Authority by Regional Manager of Ecological and Water Resources Ethan Jenzen and reviewed by the project engineers. The final advisory report found that the detailed survey report is incomplete, and additional information was needed, including a comprehensive examination and the recommendation by the engineer regarding the environmental, land use, and multipurpose water management creation in Minnesota Statutes, section 103E.105, subd 1.
18. The commissioner's final advisory report requested flow duration for modeled storm events, and annual flow volumes needed to review the project, as well as additional information regarding wetland restoration and groundwater.
19. The commissioners' final advisory report notes the plan will drain the affected area properly.
20. On January 18, 2024, the viewers filed a viewers' report and benefits and damages statement with the Auditor-Treasurer's office.
21. On January 23, 2024, at a duly noticed and public meeting, the Drainage Authority adopted an order titled Findings and Order Ratifying & Confirming the Initiation of the Redetermination of Benefits & Damages & Appointment of Viewers, & the Appointment of a Replacement Improvement Engineer.
22. An amendment to the detailed survey report titled Final Engineer's Report – Amendment #1 County Ditch 59 Improvements signed by Shaun Luker and dated February 5, 2024 ("Final Engineer's Report Amendment #1") was filed with the Auditor-Treasurer's office. A copy of the Final Engineer's Report Amendment #1 was sent to the director of the Division of Ecological and Water Resources in the Department of Natural Resources.
23. With the assistance of the viewers, the Auditor-Treasurer's office prepared property owners' reports from the information contained in the viewers' reports in conformance

with the requirements of Minnesota Statutes, section 103E.323, subdivision 1. A copy of the property owners' report was mailed to each owner of property affected by the proposed improvement and an affidavit of mailing is on file with the Drainage Authority.

24. The Drainage Authority, by motion, set a final hearing for review of the engineer's detailed survey reports and the viewers' report and directed the Auditor-Treasurer to provide notice of the final hearing by publication, by posting, and by mail to the petitioners, the political subdivisions, and owners of property likely to be affected by the proposed improvement.
25. Notice of the final public hearing was provided as required by law.
26. A landowner informational meeting was noticed and held by the viewers by appointment only, on March 4, 2024.
27. Prior to the final hearing, the viewers filed an amended viewers' report with the Drainage Authority correcting a calculating error to recommended damages for the proposed project.
28. At the final hearing, the project engineer presented the Final Engineer's Report and amendment. The commissioner's final advisory report was publicly read by staff for the Drainage Authority. The viewers presented the viewers' report and explained the changes to the miscalculated damages corrected by the amended viewers' report.
29. The Final Engineer's Report proposes a Main Open Ditch improvement consisting of widening and lowering the Main Open Ditch from the downstream side of County Road 59 to the downstream side of the southerly TH 71 crossing. The remaining open ditch upstream of Southerly TH 71 crossing will be cleaned.
30. The Final Engineer's Report proposes that the existing culvert crossing at County Road 59 be reconstructed as an 84-inch diameter at a lower grade. The existing culverts at 280th Street, and CSAH 1 are to be replaced with 96-inch diameter reinforced concrete pipe culverts with aprons. The existing culvert crossing at the Field Road east of CSAH 1, and the field crossing between 310th Street and the southerly TH 71 crossing are to be replaced with salvaged 84-inch diameter reinforced concrete pipe culverts without aprons. The existing culverts at 300th Street and 310th Street are to be replaced with new 84-inch reinforced concrete pipe culverts with aprons.
31. The existing open ditch is proposed to be reconstructed from the upstream end of County Road 59 to 280th Street at a 0.03% slope with a ten-foot wide bottom and 1V:2H side slopes and from 280th Street to the southerly TH 71 crossing at a 0.03% slope with an eight-foot wide bottom and 1V:2H side slopes. The project is proposed to include cleaning out the existing open ditch from the southerly TH 71 to the upstream end of the open ditch at the previously established ditch grade.

32. As part of the lawfully petitioned improvement, the Drainage Authority requires access to portions of CD 59 that are underneath TH 71.
33. Due to the location of TH 71 overtop of CD 59, the Drainage Authority and its agents cannot freely access portions of CD 59. TH 71 is an obstruction to CD 59.
34. On February 6, 2024, the Drainage Authority held a duly noticed and public meeting at the Renville County Government Services Center, 105 South 5th Street, Suite 313, Olivia, Minnesota, and directed Renville County staff to send an obstruction notice to the Minnesota Department of Transportation regarding TH 71's obstruction of CD 59 and hold a hearing on the obstruction notice on March 5, 2024, at or as soon thereafter at 9:00 a.m. in the Renville County Government Services Center, 105 South 5th Street, Suite 313, Olivia, Minnesota 56277.
35. The Final Engineer's Report proposes the improvement to Branch 309 will consist of new tile to replace the existing system, and new tile to the north to intercept the existing CD 59 Main Tile, and an extension of Branch 309 into the Northeast Quarter of the Northeast Quarter of Section 32 of Winfield Township.
36. The Final Engineer's Report proposes the improvement of Branch C will consist of new tiles to replace the existing system.
37. The Final Engineer's Report proposes the construction of three ponds and three water and sediment control basins (WASCOBs) for water quantity, quality, and erosion control best management practices (BMPs) to stabilize and control water rate and volume and delivery of sediment within CD 59.
38. Pond #1 will consist of a 36-inch inlet pipe to equalize the water elevation level between CD 59 and the proposed Pond. The outlet for the Pond is a 10-inch HDPE that discharged on the west side of County Road 59. Due to the proposed location being a currently active gravel pit, both the inlet and the outlet pipe are proposed to be installed with valves to prevent water flowing into the Pond during mining operations. Pond #1, as modeled, will store approximately 82 acre-feet of water. A low-grade riprap weir is proposed to be constructed in the open ditch to promote water flowing into the Pond.
39. The Drainage Authority directed its attorney to prepare and negotiate an easement with the landowners of the property where Pond #1 is located in order to memorialize the permanent easement acquired by the Drainage Authority on behalf of the drainage system and the terms of the operation of the inlet and outlet pipe valves. An easement agreement in the form substantially compliant with **Exhibit A** attached hereto has been approved by the landowners of Pond #1 contingent on final approval of the improvement project.
40. On February 27, 2024, the Drainage Authority directed its attorney to prepare easements for the other BMPs to reflect the permanent easements from the owners of property for

the installation of Ponds #2 and #3 and the three WASCOBs. Damages for the acquisition of the easements are being awarded through this improvement proceeding and in this final order to temporarily store overland runoff from the watershed as shown in Exhibit 1 of the detailed survey report. A template for these easements has been drafted and is attached hereto as **Exhibit B**.

41. Following the presentation of the detailed survey reports and amended viewers' report, the Drainage Authority took comments from the public. A record of public comments was made and are hereby incorporated into this final order.

Findings Specific to the Determination of Improvement Benefits and Damages:

42. The viewers reviewed all property within the drainage area of the proposed improvement to determine the project benefits and damages.
43. To determine the economic benefit to lands deriving a drainage benefit from the proposed improvement, the viewers conducted a condition comparison comparing the current efficiency of the drainage system with the efficiency provided by the improvement. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
44. Based on their detailed observations, the viewers determined benefit classifications, classified acres, and assigned economic benefit on a per acre basis.
45. The viewers determined that some acres within the watershed of the proposed improvement, i.e. existing wetlands and non-contributing basins, received no benefit from the proposed improvement.
46. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
47. The viewers determined the amount of economic benefit to property benefited immediately by the proposed improvement, or for property for which the proposed improvement can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.
48. The viewers determined economic benefits based on (1) an increase in the current market value of the property as a result of constructing the project; (2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
49. Within the watershed of the drainage system, the viewers determined outlet benefits on property that is responsible for increased drainage system maintenance, or increased

drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.

50. Among other considerations, the viewers considered yield, crop prices, rental rates, land sales and conservation program payment rates in making their determination of value.
51. The viewers determined road benefits based on accelerated drainage from road surfaces and based on the reduced cost of road maintenance and construction because the ditch provides an outlet for drainage from the road and adjacent road ditches.
52. The viewers made a recommendation on the value of temporary damages to be awarded for reduced crop productivity in the areas disturbed by the improvement once reported by the engineer in the final contract acceptance hearing engineer's report.
53. The viewers prepared a report which describes how the improvement benefits and damages were determined ("Benefits and Damages Statement") which is attached and included as part of **Exhibit C** of these findings.
54. The viewers determined improvement benefits of \$5,153,459.82 and damages of \$559,618.00, which includes estimated temporary damages of \$84,798.00. The improvement benefits and damages are derived from and included in **Exhibit D** (Amended Viewers' Report).

Improvement Costs and Separable Maintenance:

55. The engineer's estimate of the total cost of construction of the improvement is \$5,399,776. The engineer's estimate of improvement costs includes the damages determined by the viewers for the improvement.
56. The engineer's estimate of the portion of the cost of improvement attributable to separable maintenance is \$1,652,779.00.
57. The redetermined benefits for CD 59 are estimated at \$11,929,049.16. Therefore, separable maintenance may be applied to this project because the separable maintenance cost is less than the redetermined benefits of the system.
58. Subtracting separable maintenance costs from the engineer's estimated cost of improvement yields the following total improvement costs for each option:

Separable Maintenance	Improvement Cost	Grant Monies	Net Improvement Cost
\$1,652,779.00	\$5,399,776	\$593,993	\$3,153,004

59. The total improvement benefits (\$5,153,459.82) exceed the improvement cost (\$3,153,004).

Costs of Proceedings:

60. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work performed; the days each viewer was engaged in said work; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
61. The engineer kept an accurate account of all time engaged in analysis and preparation of reports and every item of expense incurred by the engineer in said work.
62. The Board's attorney kept an accurate account of all time engaged in assisting the Board in the proceedings and every item of expense incurred by the attorney in said work.
63. The viewers', engineers', and attorneys' accounts of work to date have been filed with the Drainage Authority and Auditor/Treasurer.

General Findings:

64. The detailed survey report and amendment, and viewers' report and amendment have been made and other proceedings have been completed as required by Minnesota Statutes, chapter 103E.
65. All reports made or amended in these proceedings are complete and correct as made or amended.
66. The damages and benefits for the improvement of CD 59 have been properly determined.
67. The improvement benefits are greater than the total, estimated improvement cost, including damages.
68. The proposed improvement of CD 59 will be of public utility and benefit and will promote the public health and welfare.
69. The proposed improvement of CD 59 is practicable.
70. As part of its review, the engineer presented alternatives to the improvement requested in the Petition. The Board, having considered those alternatives, finds that the proposed project presents the best alternative considering private and public benefits; the costs of the proposed project; conservation, allocation, and use of drainage waters for agriculture, stream flow augmentation, or other beneficial uses; reduction of downstream peak flows

and flooding; drainage system capacity requirements; reduction of erosion and sedimentation; and protection or improvement of water quality.

71. As part of the evaluation of alternatives, the Board considered whether any external programs or resources could be applied to an alternative to achieve additional benefits within the proposed improvement. After consideration, the Board finds, because of the nature of the proposed improvement and resources within the project area, that such alternatives are not feasible and that no external sources of funding or technical assistance are available to implement such alternatives if feasible as part of this project. The Board notes, however, that technical assistance funds and cost share funds are available to private landowners to implement many of the suggestions and alternatives identified by the engineer and commented on by the DNR in its advisory report. The Drainage Authority set up a meeting for landowners with the local Soil & Water Conservation District ("SWCD") immediately following the final hearing in order to facilitate and encourage these practices to be implemented. The SWCD will be reviewing water structures and funding available.
72. The proposed improvement is consistent with the present and anticipated land use within project area and is consistent with the County's land use ordinance.
73. The proposed improvement will further the public health benefits created by the original ditch establishment and will improve the public health by reducing flood and other deleterious conditions within the drainage area of the project.
74. The engineer evaluated the current and potential flooding characteristics of property within the project area and evaluated the downstream outlet of the proposed improvement. The evaluation included consideration of 5-, 10-, 25-, and 50-year run-off events. Based on the engineer's analysis, the Board finds that the proposed improvement will not increase flood potential and will provide relief from flood conditions within the project area. The Board further finds that the outlet is adequate for the proposed improvement.
75. The engineer concluded that additional wetland restorations and enhancement within the watershed of the improvement would require voluntary participation of landowners and substantial financial assistance to be practicable for the project.
76. The engineer performed hydraulic modeling of the drainage system watershed and outlet downstream of the drainage system to determine the impact of the project on the outlet of the system. Based on the modeling, the engineer concluded that the outlet for CD 59 is adequate to handle the proposed improvement.
77. The engineer evaluated the portions of CD 59 proposed to be improved to determine whether the application of separable maintenance was appropriate for the project. The engineer reviewed past maintenance records on the system, notes from the system

survey and technical information related to the useful or service life for the existing system. The engineer noted that separable maintenance can be applied to the segments of existing system that will be replaced by the proposed improvement.

78. The viewers further included in their reports a recommended award of temporary damages for the acreage estimated by the engineer necessary to compensate landowners for the reduction of productivity within the areas disturbed by the proposed improvement. Final temporary damages will be reported by the engineer in the final contract acceptance engineer's report after construction.
79. Based on the record and findings herein, the Board finds that proper consideration of conservation of soil, water, wetlands, forests, wild animals, and related natural resources, and to other public interests affected, together with other material matters as provided by law has been made in determining that the proposed improvement will be of public utility, benefit, and welfare.
80. The engineer considered the effects of the proposed improvement on water quality; the effects of the proposed improvement on fish and wildlife resources; the effects of the proposed improvement on shallow groundwater availability, distribution, and use; and the overall environmental impact of the proposed improvement. Based on the engineer's analysis, the Board finds that the proposed improvement will not create negative impacts on water quality; fish and wildlife; or shallow groundwater.
81. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication, and posting, as well as hearing agendas, scripts, and presentation materials are present in the record of proceedings and are incorporated herein by reference.

Based on the foregoing findings and the entire record of proceedings, the Board enters the following:

Order:

- A. The Renville County Board of Commissioners, Drainage Authority for the improvement of Renville County Ditch 59 Main Ditch, Branch 309, and Branch C, hereby establishes and orders said improvement according to the project as described in the detailed survey report and amendment. Notwithstanding the foregoing, the project engineer is directed to file a second amendment to the detailed survey report that incorporates the revisions to the plan for stockpiling clay and spreading soil on the Hartung property in connection with construction of Pond #3.
- B. Further, the Board directs the engineer to prepare detailed plans and specifications and other necessary documents to allow for bidding on the project.

- C. Further, the Board directs the project engineers, Drainage Authority counsel, and its staff, in conjunction with the Renville County Auditor-Treasurer, to take all necessary actions for the construction of said improvement and authorizes the same to proceed as necessary, reserving to itself only those matters that the Board, by vote, must authorize.
- D. The Drainage Authority directs and authorizes its staff to record evidence of the statutory easements acquired by the Drainage Authority in this proceeding for Ponds #1, #2, and #3, and WASCOBs #1, #2, and #3 with the Renville County Recorder's Office where possible to do so with signed acknowledgment from the underlying landowners, using easements substantially compliant with the form in **Exhibits A & B** attached to this final order.
- E. The Board delegates to the project engineers and to County Engineer Shaun Luker the authority to provide the consent of the Drainage Authority to modifications to the detailed survey report, plans, and specifications as circumstances require (i.e. change orders) under the conditions that (1) the change orders are consistent with the limitations in Minnesota Statutes, chapter 103E; and (2) the total cost of the change order is not in excess of \$10,000. All other change orders must be presented to the Drainage Authority Board for review and approval.
- F. Upon completion of the project, the drainage system record shall be updated with the as-built alignment and conditions of the improvement.
- G. The viewers' determination of improvement benefits and damages contained in the amended viewers' report and the benefits and damages statement are hereby confirmed and adopted by the Drainage Authority.
- H. From approved and final viewers' reports, the viewers are directed to prepare consolidated rolls for use by the Auditor-Treasurer for extending assessments for the improvement, for extending assessments for the separable maintenance portion of the improvement and for extending assessments for future maintenance against all lands benefited by CD 59.
- I. The Auditor-Treasurer, upon receipt of consolidated rolls from the viewers as referenced above shall ensure that the benefits roll is updated to reflect the redetermination of benefits for future costs on the drainage system.
- J. The viewers, engineers, and attorneys are allowed payment of their accounts of work.
- K. The Board reserves to itself, by future order, the decision to bond for the proposed improvement and to determine the terms and other conditions of assessment for the proposed improvement and the separable maintenance portion of costs.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were 4 yeas, 0 nays, 1 absent, and 0 abstentions as follows:

	Yea	Nay	Absent	Abstain
ERICKSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HAMRE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBINSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SNOW	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Randy Kramer, Chairperson
Renville County Board of Commissioners

Dated: March 5, 2024

* * * * *

I, Lisa Herges, ~~Chief Deputy~~ Renville County Auditor-Treasurer, do hereby certify that I have compared the above motion and findings and order with the original thereof as the same appears of record and on file with the Renville County Drainage Authority and find the same to be a true and correct transcript thereof. The above order was filed with me, Renville County Auditor-Treasurer, on March 5, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this 5th day of March, 2024.



Lisa Herges, ~~Chief Deputy~~ Auditor-
Treasurer Renville County, Minnesota

FLOWAGE EASEMENT & AGREEMENT

This FLOWAGE EASEMENT & AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2024 by and between Grantor Duininck Companies (the “**Grantor**”) and Grantee the Renville County Board of Commissioners in its capacity under Minnesota Statutes, Chapter 103E (2022), as the public drainage authority for Renville County Ditch 59 (the “**Grantee**” or “**Drainage Authority**”), (Grantor and Grantee or the Drainage Authority are collectively the “**Parties**”).

RECITALS

A. Grantor is the owner of real property located in Renville County, Minnesota, identified as parcel number 10-00050-00, hereinafter referred to as the “**Grantor’s Property**,” legally described in **Exhibit A**.

B. Grantee is the public drainage authority under Minnesota Statutes, chapter 103E authorized to access, inspect, and repair CD 59 on behalf of all owners of property benefited by CD 59 and holds all necessary property interests to do so.

C. As part of an improvement of CD 59, the appointed project engineer recommended using Grantor’s Property as a storage pond to store approximately 82 acre-feet of water pursuant to the Drainage Authority’s power granted in Minnesota Statutes, section 103E.011, subdivision 4 and Minnesota law. Grantor’s Property contains a gravel pit which Grantee desires to use said gravel pit as an outlet for CD 59 for water retention and detention purposes.

D. Grantor has agreed to convey to Grantee a permanent easement, as more specifically described below, to permit Grantee to outlet CD 59 drainage system waters into the gravel pit and inundate the gravel pit for water retention and detention purposes as part of the CD 59 improvement on Grantor’s Property as described in the CD 59 improvement plans attached hereto as **Exhibit B**, as well as granting certain access and compliance inspection rights to Grantee subject to the terms and conditions contained in this Easement.

In consideration of the promises and the mutual obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

FLOWAGE EASEMENT & AGREEMENT

1. Flowage Easement Property. Grantor, for itself, its heirs, successors, and assigns, grant and convey to the Drainage Authority a permanent easement in, on, over, through, and across Grantor's Property.

2. Flowage Easement. Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the following perpetual right, power, privilege, and easement to occasionally overflow, inundate, flood, and submerge the gravel pit located on Grantor's Property in connection with the operation, maintenance, and repair of Renville County Ditch 59 now situated along and across the Grantor's Property. Grantor acknowledges the flowage easement will be used for current and future improvements to the CD 59 drainage system and drainage of the CD 59 benefitted area.

3. Flowage Shutoff. Grantor may request the shutoff of the flowage easement unto Grantor's Property by providing written notice to the Drainage Authority thirty (30) days in advance of the requested shutoff date. The flowage structure may be closed for a period up to sixty (60) days allowing Grantor to use the gravel pit as it sees fit during that time period. The Drainage Authority shall be solely responsible to shutoff the flowage structure. Once the sixty (60) day period has expired, the Drainage Authority may reopen the flowage easement at their convenience. Grantor may only request one 60-day shut off period per calendar year. Any additional shut offs will require approval by the Drainage Authority Board.

4. Agreement Runs with the Land This Agreement shall be for the benefit of the Parties, their successors, heirs, assigns, agents, permittees, and licensees, and shall be deemed to be a perpetual Agreement and Easement that shall run with the land and shall be binding upon the Parties' heirs, successors and assigns.

5. Parties' Covenants. The Parties specifically covenant with each other that:

- a. Grantor may continue to use the Property for the purpose of mining & removing materials. Grantor may at times construct any necessary alterations to the property to permit these activities. As used in this Agreement, the term "alteration" shall mean (a) any equipment, facilities, structures, and site changes as may be necessary to Grantor's operations on the Property; and (b) roads, earthen berms, ponding areas, or stockpiles areas. Grantor shall not construct or make any alterations that impede or obstruct with any drainage structure or any flowage from any drainage structure;
- b. Grantor holds title to the Grantor's Property;
- c. Each has full and good lawful authority to enter into this Agreement;
- d. Grantor has full and good lawful authority to convey the Flowage Easement as set forth in this Agreement; and
- e. Each covenant to warrant and defend this Agreement and the Flowage Easement contained herein against claims of all persons whomsoever.

6. Drainage Authority May Transfer Agreement. The Drainage Authority may transfer this Agreement to another drainage authority duly formed and authorized under the State of Minnesota or as authorized by Minnesota law.

7. Drainage Authority Rights and Powers. Nothing in this Agreement shall be construed to modify, limit, or prevent the Drainage Authority from exercising the rights, responsibilities, or powers granted or imposed by Minnesota Statutes, chapter 103E.

8. Environmental and Erosion Control. Grantee is not responsible for any environmental contamination or liabilities. Grantor acknowledges that Grantor and Grantor's successors and assigns shall be solely responsible for the condition of the gravel pit including any environmental contamination which may occur as a result of this easement. Grantee takes no responsibility or liability related to any sediment deposited on Grantors' Property as a result of this easement. Grantor agrees to indemnify Grantee against any future claim as it may relate to the sediment deposit. Grantor shall be solely responsible for the stabilization of the gravel pit including the pit walls. Grantee is not responsible for any sluffing of the pit walls. Grantee shall have the option to maintain the pit including any dewatering as Grantee sees fit.

9. Taxes. With regard to the Grantor's Property, Grantor is solely responsible for paying all taxes and special assessments or assessments for special improvements due, levied or assessed for all taxes and assessments. Grantee will not be responsible for payment of any taxes or assessments regarding the Grantor's Property at any time.

10. Risk of Loss. Grantor shall remain responsible for all taxes, mortgage payments, insurance premiums and bear the risk of loss with respect to general liability, liability for personal injury, and any damage or casualty loss with respect to the Grantor's Property, resulting for the use, occupancy and maintenance of the Grantor's Property.

11. Recitals. The recitals set forth above are incorporated herein and are hereby made part of this Agreement.

12. Recording. This Agreement shall be recorded with the Renville County Recorder on the Grantor's Property at the expense of Grantee.

13. Counterparts. This Agreement may be executed in parts which, when all original signatures are compiled, shall constitute a full and complete Agreement.

14. Governing Law. This Agreement shall be governed by the laws of Minnesota.

15. Legal Representation. Rinke Noonan, Ltd.'s attorneys represent the Drainage Authority regarding this Agreement. The other Parties are hereby advised to seek independent legal advice prior to execution of this Agreement.

16. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

17. Enforceability. This Agreement's provisions are for the benefit of the Parties. No third parties shall have any rights to enforce or be deemed a beneficiary of any provisions of this Agreement.

[signature pages to follow]

DRAFT

**SIGNATURE PAGE TO
FLOWAGE EASEMENT AND AGREEMENT**

DUININCK COMPANIES

By _____

Its General Partner

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public for this County, personally appeared _____, who, being by me duly sworn, did say that has signing authority for Duininck Companies, and that this instrument was signed on behalf of said entity by authority of its Partners and acknowledged said instrument to be the free act and deed of said entity.

Notary Public

My Commission Expires: _____

**SIGNATURE PAGE TO
FLOWAGE EASEMENT AND AGREEMENT**

CD 59 DRAINAGE AUTHORITY:

By Randy Kramer, Chairperson
Renville County Board of Commissioners

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public for this County, personally appeared Randy Kramer, Chairperson of the Renville County Board of Commissioners, in its capacity as the Drainage Authority for Renville County Ditch 59, 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

My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:

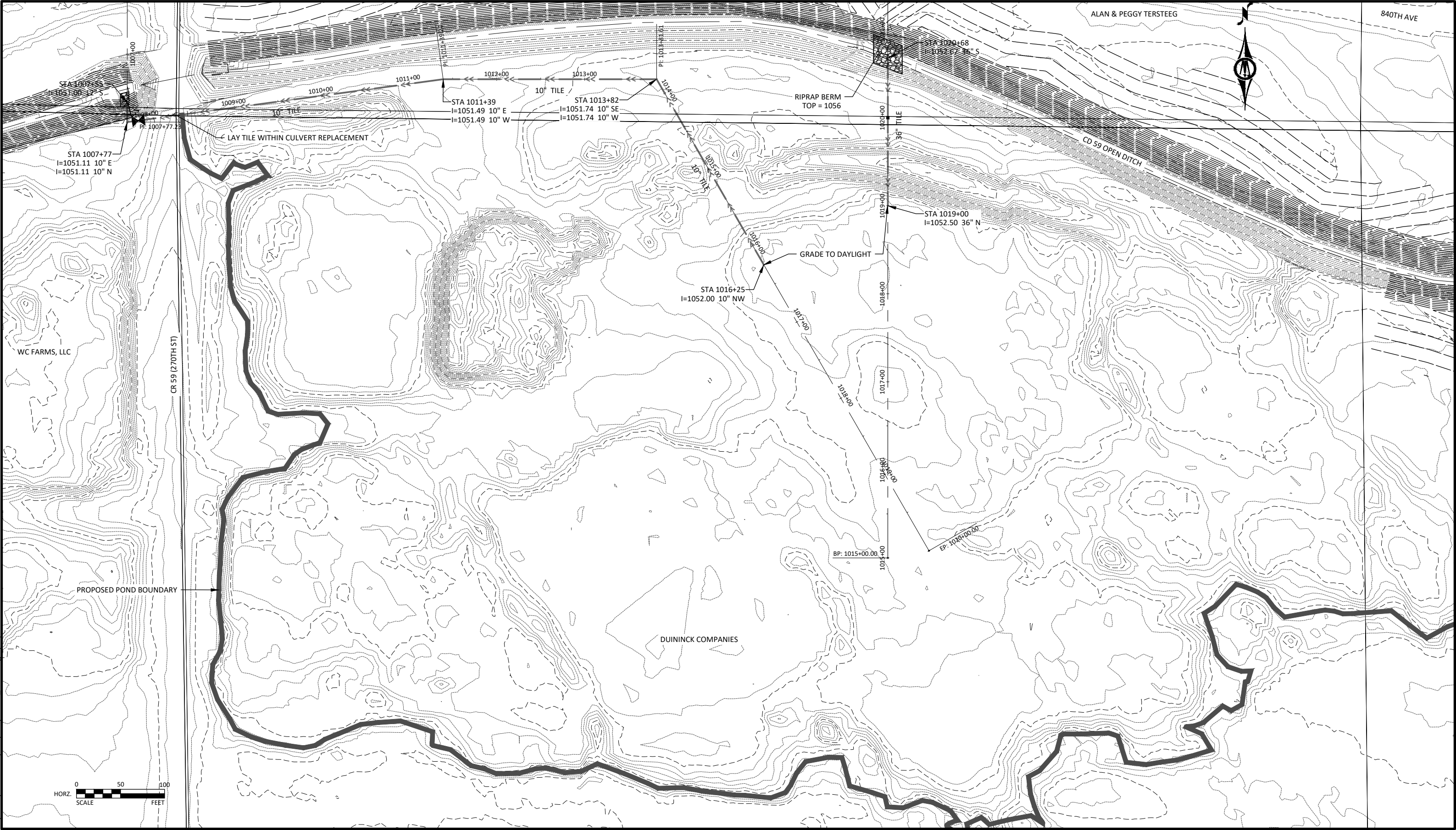
Rinke Noonan (KRV/BJC)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6600
File Nos. 11726-0089

Exhibit A

Real property in Renville County, Minnesota, described as follows:

All that part of the North Half of the Northwest Quarter (N 1/2 of NW 1/4) of Section One (1), Township One Hundred Fifteen (115), Range Thirty-six (36), described as follows: Beginning at the Northwest (NW) corner of said Section One (1); thence on an assumed bearing of East along the North line of said Section One (1), a distance of 1,519.69 feet; thence South One degree (S 1°) thirty-two feet East (32' E) 840.00 feet; thence on a bearing of WEST, 1,519.69 feet to the West line of said Section One (1); thence on a bearing of North One degree (N 1°) thirty-two feet (32') West along the West line of said Section One (1), a distance of 840.00 feet to the point of beginning; containing 29 acres, more or less, subject to the rights of the public in the Township road over the Westerly thirty-three feet (W 33') thereof.





CONSERVATION EASEMENT AND RIGHT-OF-ENTRY

THIS CONSERVATION EASEMENT AND RIGHT-OF-ENTRY AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2024, by and <grantors>, <marital status>, (collectively “**Grantors**”) and Grantee Renville County, Minnesota, in its capacity as the drainage authority for Renville County Ditch 59 (the “**Grantee**” or “**Holder**” or “**Drainage Authority**”), (Grantors and the Drainage Authority are collectively the “**Parties**”).

RECITALS

WHEREAS <grantors>, are the record owners of real property in Renville County, Minnesota identified as parcel number <PID> legally described in **Exhibit A**; and

WHEREAS, Grantors’ property identified as parcel number <PID> and legally described in Exhibit A is hereinafter referred to as the “<**Grantor Name**> **Property**”; and

WHEREAS, there is an existing drainage system known as Renville County Ditch 59 (“**County Ditch 59**”) that consists of an open ditch that benefits the <Grantor Name> Property; and

WHEREAS, the Drainage Authority is authorized under Minnesota Chapter 103E to establish, construct, repair, and maintain Renville County Ditch 59 and other drainage systems and holds all necessary property interests to do so; and

WHEREAS, the Drainage Authority is further authorized under Minnesota Chapter 103E to establish, construct, repair, and maintain water quantity, quality, and erosion control best management practices on or adjacent to public drainage systems under its authority and hold all necessary property interests for such practices; and

WHEREAS, Grantee will undertake, as part of and in conjunction with the proposed improvement of Renville County Ditch 59 established by Final Findings & Order dated March 5, 2024, a project that involves installation of certain water quantity, quality, and erosion control best management practices to stabilize and control water rate and volume and delivery of sediment within Renville County Ditch 59 and to maintain such practices as part of the drainage system following construction (the “**Project**”); and

WHEREAS, the portion of the Project to be implemented on the <Grantor Name> Property involves the construction of a water control impoundment within the easement area; and

WHEREAS, the construction of the water control impoundment on the <Grantor Name> Property will enhance and protect the riparian zone of Renville County Ditch 59 and protect the function of the system; and

WHEREAS, Grantors agree to grant a new conservation easement under Minnesota Chapter 84C on the <Grantor Name> Property to the Holder Drainage Authority for the Project, including the construction, inspection, maintenance, and repair of the water control impoundment; and

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties, the Parties agree as follows:

1. **Grant of Easement.** Grantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, convey and warrant to the Drainage Authority, and its successors, heirs, assigns, agents, permittees, and licensees, a permanent easement upon the <Grantor Name> Property for the construction, inspection, maintenance, and repair of the Project (hereinafter referred to as the “**Easement**”).
2. **Easement Area.** This Easement is being granted over the Easement Area adjacent to and contiguous with Renville CD 59 as generally depicted in **Exhibit B**.
3. **Easement Purpose.** This Easement is being granted for the Drainage Authority’s construction, inspection, maintenance, and repair of the practices constructed as part of the Project.
4. **Right-of-Entry.** Grantors acknowledge the Drainage Authority’s existing right of entry across the <Grantor Name> Property, pursuant to Minnesota Statutes, chapter 103E, to access Renville County Ditch 59 and appurtenances thereto. The Drainage Authority must exercise reasonable care to avoid and minimize damages when entering and performing work on the <Grantor Name> Property.
5. **Maintenance Costs.** The Drainage Authority shall be solely responsible for the routine maintenance and inspection of the Project. The Drainage Authority shall be responsible for all costs associated with maintaining the Project.
6. **Agreement Runs with the Land.** This Conservation Easement and Right-of-Entry Agreement shall be for the benefit of the Parties, their successors, heirs, assigns, agents, permittees, and licensees, and shall be deemed to be a perpetual Conservation Easement and Right-of-Entry Agreement that shall run with the land and shall be binding upon the Parties’ heirs, successors and assigns.
7. **Parties’ Covenants.** The Parties specifically covenant with each other that:
 - A. Grantors hold title to the <Grantor Name> Property;
 - B. Each has full and good lawful authority to enter into this Agreement;

- C. Each has full and good lawful authority to convey the Conservation Easement and Right-of-Entry as set forth in this Agreement; and
- D. Each covenant to warrant and defend this Agreement and the Conservation Easement and Right-of-Entry contained herein against claims of all persons whomsoever.

8. Obstructions Prohibited. <<For Ponds #2 & #3> Grantors shall not perform cultivation farming or any other practice within the Easement Area that would be detrimental to the stability, serviceability, or function of the Project or Renville County Ditch 59 without the express written authorization from the Drainage Authority. <For WASCOPS> Grantors shall not perform any practice within the Easement Area that would be detrimental to the stability, serviceability, or function of the Project or Renville County Ditch 59 without the express written authorization from the Drainage Authority. Notwithstanding the foregoing, Grantors may cultivate and farm the Easement Area when site conditions naturally allow Grantors to do so>. No Party shall construct, place, permit, or allow any structures, obstructions, or other impairments on, over, under, through, across, or within the Easement Area that may impair or interfere with the construction, inspection, maintenance, and repair of the Project, or banks and channel of Renville County Ditch 59.

9. Responsibility for the Project. Grantee shall be fully responsible for constructing the Project in a workmanlike manner and is fully responsible for all costs of the Project.

10. Drainage Authority May Transfer Agreement. The Drainage Authority may transfer this Agreement to another drainage authority duly formed and authorized under the State of Minnesota.

11. Recitals. The recitals set forth above are incorporated herein and are made part of this Agreement.

12. Recording. This Agreement shall be recorded with the Renville County Recorder on the <Grantor Name> Property.

13. Counterparts. This Agreement may be executed in parts which, when all original signatures are compiled, shall constitute a full and complete Agreement.

14. Governing Law. This Agreement shall be governed by the laws of Minnesota.

15. Legal Representation. Rinke Noonan represents the Drainage Authority with regard to this Agreement. The other Parties are hereby advised to seek independent legal advice prior to execution of this Agreement.

16. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

17. Enforceability. This Agreement's provisions are for the benefit of the Parties. No third parties shall have any rights to enforce or be deemed a beneficiary of any provisions of this Agreement.

<Grantor Name>

My Commission Expires:

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (KRV)

1015 W. St. Germain St., Suite 300

P.O. Box 1497

St. Cloud, MN 56302-1497

(320) 251-6700

File No. 11726-0089

Exhibit A

Real Property in Renville County, Minnesota, described as follows:

<legal description>

PID <PID #>

Exhibit B

Renville County Ditch Authority

RE: Renville County Ditch 59 Improvement

January 18, 2024

In accordance with the Minnesota Statute 103E.315, we herewith submit the following viewers' report:

Benefits and Damages Statement

This report covers only the determination of benefits for the improvement of a previously constructed drainage system. The basis of determining benefits and damages is therefore, based upon a comparison of the conditions which would exist with the existing drainage system in a reasonable state of repair, with the condition which will exist upon the completion of the widening of the ditch and improvement of Branch 309 and Branch C.

The petition presented to the Board requests consideration for the improvement of the Main open ditch, Branch 309, and Branch C, of CD59. The main open ditch initially drains from west to east and then forms a loop to drain to the west. The loop crosses US Highway 71 twice. Branch 309 drains portions of Sections 32 and 33 in Winfield Township. The branch drains in general from north to south and discharges into the Main open ditch of CD59. The existing watershed for Branch 309 is approximately 229 acres. Included in the scope of the petitioned improvements to Branch 309, is to extend the Branch tile to the north approximately 3,800 feet, and intercept the Main tile of CD59. The goal of this portion of the improvement is to reroute the water drained by the upper portion of the system in a more direct route to the Main open ditch, and relieve the stress on the existing open ditch crossings of TH 71. The drainage area proposed to be re-routed is 1,279 acres. Branch C drains portions of Sections 2, 3 and 4 in Troy Township and Section 34 in Winfield Township and drains in general from east to west. The existing watershed for Branch C is approximately 722 acres. The field observations for the watershed and land classifications were done in January of 2020. We made an onsite inspection of each 40 acre or smaller parcel. There are approximately 8,700 acres benefitted within this watershed. Supporting documentation for the analysis and conclusions of the report are contained in our files and are available for inspection.

The figures stated herein are based on a full and fair consideration of all pertinent facts and information that the viewers were aware of at the time of this appraisal. The following aids were used during the viewing process.

1. Soil survey manual and maps of Renville County
2. FSA aerial photos
3. Topographical and LiDAR maps
4. Yield averages and production costs taken from the Farm Business Management Reports
5. Visual inspection of each government lot, or 40 acre or smaller parcel
6. Original ditch files, maps, and profiles
7. Information from Bolton and Menk Engineering
8. Sales data from the Renville County Assessor's Office

Land classification benefit values were calculated and based upon the potential increase in agriculture production as a result of construction of the drainage project. These benefit values were then reconciled with recent sales values. Existing individual land management practices were not considered. All present land use was evaluated using an estimated best land management practice standard. Special consideration was given to those areas which were determined to be in a native/non-converted condition, or identified as wetlands and restricted from drainage by federal or state regulations.

Road benefits were determined based on reduced road construction and maintenance cost that were realized after construction of the drainage system and the accelerated runoff resulting from a change in land use. Beginning land use, property value, and economic productivity was developed utilizing an average production unit (100) consisting of 50% corn, 40% beans, and 10% sugar beets before the drainage system construction, but with current values considered.

Valuation Prior To Drainage

Beginning land use, property value, and agricultural economic productivity have been determined with the consideration that the benefited properties within the watershed originally did not have an adequate outlet for artificial drainage.

- “A” Standing water or cattails- wetland classification with a market value for agricultural purposes of \$0.00 per acre and ag economic productivity of \$0.00.
- “B” Seasonally flooded- pasture classification with a market value of \$7,500 to \$8,500 per acre and ag economic productivity of \$70 based on grazing days and/or hay values.
- “C” Wet subsoil- Marginal crop land of medium crop land classification, with a market value of \$10,000 to \$11,000 per acre and net income of \$294.80 per acre with annual ag economic productivity of \$720.80 (average yield of 80% of optimum) and \$426.00 per acre production costs
- “D” Upland areas not needing artificial drainage but irregular in shape and intermixed with wetter soils. These areas are medium to high crop land classification with a market value of \$9,500 to \$10,500 per acre and net income of \$429.95 per acre with annual ag economic productivity of \$855.95 (average yield of 95% of optimum) and \$426.00 per acre production costs.

Valuation with NRCS Recommended Drainage

After public and private drainage have been installed following NRCS design standards, and using current crop rotation, income, and expenses, the land classifications have been modified as follows:

- “A” Drained slough area-medium land classification with a market value of \$9,000 to \$10,000 per acre and net income of \$384.90 per acre with annual ag productivity of \$810.90 (average yield of 90% of optimum) and \$426.00 per acre production costs.
- “B” Well drained ground, high land classification with a market value of \$10,000 to \$11,000 per acre and net income of \$429.95 per acre with annual ag economic productivity of \$855.95 (average yield of 95% of optimum) and \$426.00 per acre production costs.
- “C” Well drained ground, highest land classification with a market value of \$12,000 to \$13,000 per acre and net income of \$475.00 per acre with annual ag economic productivity of \$901.00 (average yield of 100% of optimum) and \$426.00 per acre production costs.
- “D” Well drained ground, high land classification with improved farm-ability and a market value of \$11,500 to \$12,500 per acre and net income of \$475.00 per acre with annual ag economic productivity of \$901.00 (average yield of 100% of optimum) and \$426.00 per acre production costs.

Some acres were assigned a land classification of “D-“. These acres represented building sites. Benefits for lands used for industrial agricultural purposes, such as large bin sites or hog production facilities, have been determined with consideration of the drainage system providing an outlet for the accelerated runoff and for the different land use.

Utilizing these agricultural economic productivity values, potential benefits values were determined for the system based upon a 25-year effective life with proper maintenance. Private improvement costs were depreciated over the same 25-year period, and a 3% return on the system investment was used.

Increased Productivity Evaluation					
CROP	OPTIMUM YIELD	COMMODITY VALUE	POTENTIAL INCOME	ROTATION ADJUSTMENT	ADJUSTED INCOME
Corn	200	\$5.00	\$1,000	50%	\$500
Soybeans	55	\$12.50	\$687.50	40%	\$275
Sugar Beets	28	\$45	\$1,260	10%	\$126
Total					\$901

EXPENSES			
Corn	\$545.90	X 50%	\$272.95
Soybeans	\$228.66	X 40%	\$91.46
Sugar Beets	\$618.00	X 10%	\$61.80
Total			\$426.21

Benefit Determination				
	"A"	"B"	"C"	"D"
Crop Income	90% of \$901.00 =\$801.90	95% of \$901.00 =\$855.95	100% of \$901.00 =\$901.00	100% of \$901.00 =\$901.00
Production Cost	\$426.00	\$426.00	\$426.00	\$426.00
Net Income	\$384.90	\$429.95	\$475.00	\$475.00
Previous Income	\$0	\$70.00	\$294.80	\$420.95
Increased Income	\$384.90	\$359.95	\$180.20	\$45.05
Private Improvement Tile	\$51.00	\$51.00	\$34.00	\$0.00
Annual Increase	333.90	308.95	146.20	45.05
Capitalized for 24 yrs @ 3% x 17.4131	\$5,814.23	\$5,379.78	\$2,545.80	\$784.45
Benefit Value Rounded to:	\$5,815	\$5,380	\$2,545	\$785

The viewers' report of acres benefited show amount of each type of soil classification ("A", "B", "C", "D", "D-", Ind) and the value for each type based on potential increased agricultural production. Hydraulic efficiency and proximity adjustments were made to arrive at the net benefits. Tile benefits were given to reflect the additional value added as the ditch system provides one of the normal lines of tile for subsurface drainage.

Damages have been awarded for the temporary construction easement. Damages have also been calculated for the permanent easements for the widening of the ditch and the ponds.

This report is respectfully submitted to the Renville County Ditch Authority by:

/e/ Jim Weidemann /e/ John Schueller /e/ Blake Garberich /e/ Kevin Vickerman /e/ Luke Olson

Ren. CD 59 improvement
Sheet 5

Approved by		RENVILLE COUNTY, MINNESOTA																													
Renville Commissioners		COUNTY DITCH NO. 59											Total IMPROVEMENT COST =		\$3,127,218.00																
Date		2023 IMPROVMENT OF BENEFITS											SEPERABLE MAINTANCE COST CD 59 =		\$870,878.00																
		AMMENED											GRANT MONIES =		\$489,795.00																
TOTAL IMPROVEMENT COST =													\$1,766,545.00																		
PARCEL NUMBER	NAME	DESC	SEC	T-N	R-W	TRACT	BEN. ACRES	HYDRAULIC EFFIECIENCY	PROXIMITY RATE	NET BENEFIT	MAINT COST	"A"		"B"		"C"		"D"		INDUSTRIAL		TILE		\$3.50		NONBENEFITTED		TEMP DAMAGES		PERM DAMAGES AC.	
												A=	\$5,815.00	B=	\$5,380.00	C=	\$2,545.00	\$785.00		INDUSTRIAL = \$3,330.00											
												BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE			OR RESTRICTED OR DITCH				RIM/NB TILLABLE		\$1,000.00 \$12,000.00	
##	27-00941-00	WINZENBURG/KRAIG & DEBRA	Pt SENE	31	116	35	34.89	12%	50%	\$5,284.20	\$4,387.30			3	\$16,140.00	24	\$61,080.00	7	\$5,495.00			1530 \$5,355.00		2.50							
##	27-00950-00	HAYEK/KEITH & ANITA	NENW	31	116	35	40.00	10%	40%	\$133.20	\$110.59					1	\$2,545.00	1	\$785.00												
			SWNW	31	116	35	37.60	10%	60%	\$2,235.60	\$1,856.15			1	\$5,380.00	10	\$25,450.00	4	\$3,140.00			940 \$3,290.00									
			SENW	31	116	35	40.00	10%	50%	\$4,599.75	\$3,819.03			3	\$16,140.00	24	\$61,080.00	12	\$9,420.00			1530 \$5,355.00									
##	27-00960-00	BRAUN/KEVIN	NESW	31	116	35	40.00	10%	70%	\$6,288.80	\$5,221.39			3	\$16,140.00	24	\$61,080.00	13	\$10,205.00			690 \$2,415.00									
			Pt NWSW	31	116	35	27.59	10%	70%	\$5,343.80	\$4,436.79			3	\$16,140.00	20	\$50,900.00	4	\$3,140.00			1760 \$6,160.00									
			SWSW	31	116	35	37.60	10%	85%	\$7,089.00	\$5,885.77			3	\$16,140.00	23	\$58,535.00	10	\$7,850.00			250 \$875.00									
			SESW	31	116	35	40.00	10%	85%	\$9,991.75	\$8,295.83			3	\$16,140.00	35	\$89,075.00	1	\$785.00			3300 \$11,550.00									
##	27-00961-00	BRAUN/ADAM & PHILLIP	Pt NWSW	31	116	35	5.01	10%	70%	\$822.50	\$682.90					3	\$7,635.00	1	\$785.00	1.00	\$3,330.00										
##	27-00962-00	ZUHLSDORF/KRIS	Pt NWSW	31	116	35	5.00	10%	70%	\$164.85	\$136.87							3	\$2,355.00					2.00							
##	27-00970-00	VOELZ/ROBERT, WILLIAM & JOHN	NESE	31	116	35	40.00	12%	60%	\$5,821.20	\$4,833.16					27	\$68,715.00	11	\$8,635.00			1000 \$3,500.00									
			NWSE	31	116	35	40.00	10%	70%	\$7,436.45	\$6,174.25			3	\$16,140.00	29	\$73,805.00	8	\$6,280.00			2860 \$10,010.00									
			Pt SWSE	31	116	35	35.00	10%	85%	\$7,477.45	\$6,208.29			2	\$10,760.00	29	\$73,805.00	3	\$2,355.00			300 \$1,050.00									
			SESE	31	116	35	40.00	12%	85%	\$10,114.32	\$8,397.60			2	\$10,760.00	34	\$86,530.00	1	\$785.00			310 \$1,085.00									
##	27-00971-00	VOSIKA/JOSHUA	Pt SWSE	31	116	35	5.00	10%	85%	\$133.45	\$110.80							2	\$1,570.00					3.00							
##	27-00980-00	SCHNEIDERMAN/DALE & RACHEL	Pt NENE	32	116	35	30.27	17%	20%	\$3,179.00	\$2,639.42	3	\$17,445.00	6	\$32,280.00	14	\$35,630.00	4	\$3,140.00			1430 \$5,005.00									
##	27-00981-00	SCHNEIDERMAN/DALE & RACHEL	SWNE	32	116	35	40.00	12%	60%	\$8,723.16	\$7,242.56			7	\$37,660.00	26	\$66,170.00	7	\$5,495.00			3380 \$11,830.00									
			SENE	32	116	35	40.00	17%	40%	\$4,830.72	\$4,010.79					21	\$53,445.00	18	\$14,130.00			990 \$3,465.00									
			NESE	32	116	35	40.00	17%	55%	\$9,183.57	\$7,624.83			4	\$21,520.00	26	\$66,170.00	9	\$7,065.00			990 \$3,465.00									
##	27-00982-00	KOPEL/ZACHARY	Pt NENE	32	116	35	9.73	12%	20%	\$282.00	\$234.14					4	\$10,180.00	2	\$1,570.00					3.73							
##	27-00990-00	VOELZ/ROBERT, WILLIAM & JOHN	NESW	32	116	35	40.00	12%	70%	\$8,830.08	\$7,331.34	1	\$5,815.00	3	\$16,140.00	27	\$68,715.00	9	\$7,065.00			2110 \$7,385.00									
			SESW	32	116	35	40.00	12%	85%	\$10,784.97	\$8,954.42			5	\$26,900.00	25	\$63,625.00	6	\$4,710.00			3000 \$10,500.00		3.00							
			Pt NWSE	32	116	35	10.00	12%	70%	\$1,546.44	\$1,283.96					6	\$15,270.00	4	\$3,140.00												
			Pt SWSE	32	116	35	10.00	12%	85%	\$2,625.48	\$2,179.85			2	\$10,760.00	5	\$12,725.00	1	\$785.00			420 \$1,470.00		2.00							
##	27-01000-00	SCHNEIDERMAN/JEANETTE	Pt NWSE	32	116	35	30.00	12%	70%	\$8,103.48	\$6,728.06	1	\$5,815.00	4	\$21,520.00	23	\$58,535.00	2	\$1,570.00			2580 \$9,030.00									
			Pt SWSE	32	116	35	30.00	12%	85%	\$6,103.17	\$5,067.27			2	\$10,760.00	18	\$45,810.00	3	\$2,355.00			260 \$910.00									
			SESE	32	116	35	40.00	5%	85%	\$4,207.08	\$3,493.00			5	\$26,900.00	23	\$58,535.00	10	\$7,850.00			1630 \$5,705.00									
##	27-01001-00	SCHNEIDERMAN/PAUL & KAMI	Pt SWSE	32	116	35	6.97	12%	85%	\$240.21	\$199.44							3	\$2,355.00					3.00							
##	27-01010-00	SCHNEIDERMAN/DALE & RACHEL	NWNW	32	116	35	40.00	12%	40%	\$5,874.48	\$4,877.40	4	\$23,260.00	8	\$43,040.00	18	\$45,810.00	6	\$4,710.00			1590 \$5,565.00									
			Pt SWNW	32	116	35	35.00	12%	50%	\$7,148.55	\$5,935.22	3.5	\$20,352.50	7	\$37,660.00	20	\$50,900.00	3	\$2,355.00			2250 \$7,875.00									
##	27-01011-00	WULF/AARON	Pt SWNW	32	116	35	5.00	12%	50%	\$294.00	\$244.10					1	\$2,545.00	3	\$2,355.00					0.50							
##	27-01012-00	FISCHER/DAVID & KARI	NENW	32	116	35	39.94	12%	30%	\$3,331.26	\$2,765.84	4	\$23,260.00	5	\$26,900.00	11	\$27,995.00	9	\$7,065.00			2090 \$7,315.00		9.00							
##	27-01013-00	BRATSCH/RUSSELL, KRISTIN, JEFF	NWNE	32	116	35	40.00	12%	35%	\$3,852.66	\$3,198.74	1	\$5,815.00	4	\$21,520.00	20	\$50,900.00	13	\$10,205.00			940 \$3,290.00									
			SENW	32	116	35	40.00	12%	60%	\$6,858.00	\$5,693.98	1	\$5,815.00	4	\$21,520.00	19	\$48,355.00	16	\$12,560.00			2000 \$7,000.00									
##	27-01020-00	BLOCK/BRIAN, SABRIANA & KEVIN	NWSW	32	116	35	40.00	12%	60%	\$7,416.00	\$6,157.27			5	\$26,900.00	25	\$63,625.00	8	\$6,280.00			1770 \$6,195.00									
			Pt SWSW	32	116	35	34.87	12%	70%	\$6,331.92	\$5,257.19		</																		

Approved by
Renville Commissioners
Date

RENNVILLE COUNTY, MINNESOTA
COUNTY DITCH NO. 59
2023 IMPROVEMENT OF BENEFITS
AMMENDED

Total IMPROVEMENT COST =	\$3,127,218.00
SEPERABLE MAINTANCE COST CD 59 =	\$870,878.00
GRANT MONIES =	<u>\$489,795.00</u>

TOTAL IMPROVEMENT COST = \$1,766,545.00

Renville Commissioners												COUNTY DITCH NO. 59				Total IMPROVEMENT COST = \$3,127,218.00				"A"		"B"		"C"		"D"		INDUSTRIAL													
Date												2023 IMPROVMENT OF BENEFITS				SEPERABLE MAINTANCE COST CD 59 = \$870,878.00																									
												AMMENDED				GRANT MONIES = \$489,795.00																									
												TOTAL IMPROVEMENT COST = \$1,766,545.00				A= \$5,815.00		B= \$5,380.00		C= \$2,545.00		\$785.00		INDUSTRIAL = \$3,330.00		TILE \$3.50		NONBENEFITTED		TEMP DAMAGES		PERM DAMAGES AC.									
PARCEL NUMBER	NAME		DESC		SEC	T-N	R-W	TRACT	BEN. ACRES	HYDRAULIC EFFIECIENCY	PROXIMITY RATE	NET BENEFIT	MAINT COST	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE			OR RESTRICTED OR DITCH		AC. \$600.00		TILLABLE	RIM/NB \$1,000.00	\$12,000.00							
27-01850-00	HARTUNG/PARTNERSHIP		NWNW		36	116	35	40.00	37.00	21%	40%	\$9,854.88	\$8,182.20	4	\$23,260.00	8	\$43,040.00	14	\$35,630.00	11	\$8,635.00					1930	\$6,755.00														
27-01860-00	KINGSTROM/ROGER		NENW		36	116	35	40.00	38.00	21%	30%	\$9,776.03	\$8,116.73	15	\$87,225.00	5	\$26,900.00	11	\$27,995.00	7	\$5,495.00					2160	\$7,560.00														
	Pt SENW		36		116	35	24.10	18.00		21%	20%	\$1,837.71	\$1,525.79			3	\$16,140.00	9	\$22,905.00	6	\$4,710.00																				
27-01861-00	RND LLC		Pt SENW		36	116	35	7.83	1.00	21%	20%	\$32.97	\$27.37							1	\$785.00																				
27-01862-00	RND LLC		Pt SENW		36	116	35	11.90	8.00	21%	20%	\$633.36	\$525.86					5		\$12,725.00	3	\$2,355.00			3.00																
27-01870-00	KADLEC/DAVID & ELIZABETH TRS		SWNW		36	116	35	40.00	35.00	21%	30%	\$4,581.68	\$3,804.02	2	\$11,630.00	4	\$21,520.00	8	\$20,360.00	21	\$16,485.00					780	\$2,730.00	3.00													
			NWSW		36	116	35	40.00	17.00	21%	30%	\$2,467.08	\$2,048.34	1	\$5,815.00	1	\$5,380.00	9	\$22,905.00	6	\$4,710.00					100	\$350.00	1.00													
27-01881-00	PETERSON/ERIK		Pt SWSW		36	116	35	10.51		21%	20%																														
03-07900-00	CITY OF DANUBE				6	115	35		45.00	5%	70%	\$1,236.38	\$1,026.52							45		\$35,325.00																			
	Totals								8,655.00					530.00	\$3,081,950.00	1,042.00	\$5,605,960.00	4,732.50	\$12,044,212.50	2,340.50	\$1,837,292.50	10.00	\$33,300.00	280,530.00	\$981,855.00	496.71	71.59	\$42,954.00	52.73	\$364,900.00											
										100%		\$2,127,679.26	\$1,766,545.00																												

[illegible]

Total IMPROVEMENT COST =	\$3,127,218.00
SEPERABLE MAINTANCE COST CD 59 =	\$870,878.00
GRANT MONIES =	<u>\$489,795.00</u>
TOTAL IMPROVEMENT COST =	\$1,766,545.00

LAND BENEFITS	\$2,127,679.26	\$1,766,545.00
ROAD BENEFITS		
RAILROAD BENEFITS		
TOTAL BENEFITS	\$2,127,679.26	\$1,766,545.00

Approved by Renville Commissioners Date		RENVILLE COUNTY, MINNESOTA COUNTY DITCH NO. 59 BRANCH "C"				12/14/2023				Total IMPROVEMENT COST = \$ 1,621,606.00 SEPERABLE MAINTANCE COST CD 59 = \$ 628,542.00 GRANT MONIES = \$ 100,560.00 TOTAL IMPROVEMENT COST = \$ 892,504.00				"A" \$5,815.00		"B" \$5,380.00		"C" \$2,545.00		"D" \$785.00		INDUSTRIAL \$3,330.00						NONBENEFITTED OR RESTRICTED OR DITCH	
PARCEL NUMBER	NAME	DESC	SEC	T-N	R-W	IN TRACT	BENEFITTED ACRES	HYDRAULIC EFFIEICIENCY	PROXIMITY RATE	NET BENEFIT	MAINT COST	PERCENT	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	TILE	\$3.50	Temp. Damages Ac. \$600.00	POND AC \$16,000.00			
24-01090-00	VERZALIK/GARY	NWNE	2	115	35	40.83	30.00	65%	100%	49666.50	36,007.92	4.034%	2	11630.00	3	16140.00	14	35630.00	11	8635.00			1250	4375.00	2.40	1440.00			
		SWNE	2	115	35	40.00	40.00	65%	100%	101916.75	73,889.05	8.279%	6	34890.00	9	48420.00	24	61080.00	1	785.00			3320	11620.00	5.71	3426.00			
		Pt NENW	2	115	35	35.82	30.00	65%	100%	54889.25	39,794.39	4.459%	3	17445.00	3	16140.00	17	43265.00	7	5495.00			600	2100.00	1.74	1044.00			
		SENW	2	115	35	40.00	40.00	65%	100%	102540.75	74,341.45	8.330%	6	34890.00	13	69940.00	18	45810.00	3	2355.00			1360	4760.00	2.51	1506.00			
24-01091-00	LINDRUD/SCOTT & TRISHA	Pt NENW	2	115	35	5.00	1.00	65%	85%	433.71	314.44	0.035%							1	785.00									
24-01100-00	HELLER/RUTH/& NAOMI ENDTER,TR	Pt NENE	2	115	35	37.65	5.00	65%	100%	7241.00	5,249.68	0.588%					4	10180.00	1	785.00			50	175.00	0.01	6.00			
		Pt SENE	2	115	35	38.00	33.00	65%	85%	43777.34	31,738.31	3.556%	1	5815.00	4	21520.00	17	43265.00	11	8635.00									
		NESE	2	115	35	40.00	39.00	65%	100%	65695.50	47,628.85	5.337%			5	26900.00	23	58535.00	11	8635.00			2000	7000.00	3.42	2052.00			
24-01110-00	KOPPEL/AARON	NWNW	2	115	35	40.53	36.00	65%	100%	69423.25	50,331.45	5.639%	5	29075.00	4	21520.00	19	48355.00	8	6280.00			450	1575.00	2.01	1206.00			
		Pt SWNW	2	115	35	36.00	34.00	65%	100%	89332.75	64,765.72	7.257%	9	52335.00	9	48420.00	11	27995.00	5	3925.00			1360	4760.00	2.60	1560.00			
		Pt NWSW	2	115	35	39.29	5.00	65%	85%	3140.96	2,277.18	0.255%					1	2545.00	4	3140.00									
24-01111-00	ERICKSON FARMS OF OLIVIA	Pt SWNW	2	115	35	8.00	2.00	65%	85%	3679.65	2,667.72	0.299%									2.00	6,660.00							2.00
24-01120-00	MORGAN FAMILY PARTNERSHIP	NESW	2	115	35	40.00	11.00	65%	85%	12550.04	9,098.70	1.019%					8	20360.00	3	2355.00									
		NWSE	2	115	35	40.00	26.00	65%	100%	35711.00	25,890.27	2.901%			2	10760.00	14	35630.00	10	7850.00			200	700.00	0.72	432.00			
		SESE	2	115	35	40.00	12.00	65%	85%	10066.55	7,298.19	0.818%					5	12725.00	7	5495.00									1.00
24-02170-00	STAHNKE/WAYNE & NANCY	E2NE	2	115	35	5.00	1.00	65%	70%	357.18	258.95	0.029%							1	785.00									4.00
24-00010-00	KOPEL/JAMES & HELEN	NENW	3	115	35	40.82	38.00	65%	100%	49877.75	36,161.08	4.052%			1	5380.00	24	61080.00	13	10205.00			20	70.00	0.19	114.00			1.82
		NWNW	3	115	35	40.81	36.00	65%	100%	85650.50	62,096.11	6.958%	4	23260.00	9	48420.00	21	53445.00	2	1570.00			1450	5075.00	4.81	2886.00			2.81
		SENW	3	115	35	40.00	40.00	65%	100%	54899.00	39,801.46	4.460%			4	21520.00	17	43265.00	19	14915.00			1360	4760.00	3.72	2232.00			
24-00020-00	VON BANK/DEAN REV TR & SUSAN VAN BA	NESW	3	115	35	40.00	7.00	65%	100%	6269.25	4,545.17	0.509%					2	5090.00	5	3925.00			180	630.00	0.33	198.00			
24-00021-00	VON BANK/DEAN REV TR & SUSAN VAN BA	NWSW	3	115	35	40.00	9.00	65%	100%	7016.75	5,087.10	0.570%					2	5090.00	7	5495.00			60	210.00	0.11	66.00			
24-00030-00	TROJAN FAMILY FARMS LLLP	SWNW	3	115	35	40.00	38.00	62%	100%	63810.40	46,262.17	5.183%			6	32280.00	23	58535.00	9	7065.00			1440	5040.00	3.68	2208.00			
24-01130-00	MCCM PROPERTIES LLC	Pt NENE	3	115	35	27.95	24.00	63%	100%	48922.65	35,468.64	3.974%	2	11630.00	4	21520.00	10	25450.00	8	6280.00			3650	12775.00	6.90	4140.00	6.87	109,920.00	
		NWNE	3	115	35	40.00	39.00	63%	100%	77045.85	55,857.79	6.259%			13	69940.00	13	33085.00	13	10205.00			2590	9065.00	3.89	2334.00			
24-01131-00	BALDERSTON/BERNARD & NORMA	Pt NENE	3	115	35	5.05	2.00	65%	85%	867.43	628.88	0.070%							2	1570.00					0.08	48.00			3.00
24-01140-00	KELLY/MARY	SWNE	3	115	35	40.00	40.00	63%	100%	53842.95	39,035.83	4.374%			6	32280.00	14	35630.00	20	15700.00			530	1855.00	1.15	690.00			
		SENE	3	115	35	40.00	38.00	63%	100%	63998.55	46,398.58	5.199%	1	5815.00	7	37660.00	19	48355.00	11	8635.00			320	1120.00	0.33	198.00			
24-01150-00	RECK/DAVID	NESE	3	115	35	40.00	2.00	65%	85%	867.43	628.88	0.070%							2	1570.00									
24-00040-00	TROJAN FAMILY FARMS LLLP	Pt NENE	4	115	35	1.60	1.50	65%	85%	2892.34	2,096.93	0.235%			0.5	2690.00	1	2545.00											
		Pt SENE	4	115	35	33.00	15.00	65%	85%	21307.16	15,447.57	1.731%			2	10760.00	10	25450.00	3	2355.00									
24-00041-00	RAUENHORST/DANIEL & CHERYL	NENE	4	115	35	39.16	7.00		25%										7	5495.00					0.14	84.00			
		Pt SENE	4	115	35	7.00	4.00		25%										4	3140.00									
27-01751-00	HAYEK LIVING TR	SWSE	34	116	35	40.00	4.00	65%	85%	3679.65	2,667.72	0.299%					2	5090.00	2	1570.00									
27-01780-00	KOPEL/JAMES & HELEN	SESE	34	116	35	40.00	27.00	65%	100%	37511.50	27,195.62	3.047%	2	11630.00	3	16140.00	7	17815.00	15	11775.00			100	350.00	0.22	132.00			
27-01820-00	STEFFEL/KAREN	SWSW	35	116	35	40.00	5.00	65%	85%	2168.56	1,572.20	0.176%							5	3925.00									
							721.50			1,231,049.89	892,504.00	1.00	41.00	238,415.00	107.50	578,350.00	340.00	865,300.00	231.00	181,335.00	2.00	6,660.00	22,290.00	78,015.00	46.67	28,002.00	6.87	109,920.00	14.63
LAND BENEFITS									1,231,049.89	892,504.00																			
TOTAL BENEFITS									1,231,049.89	892,504.00																			

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													"A"	"B"		"C"		"D"						NONBENEFITTED	
													\$5,815.00	\$5,380.00		\$2,545.00		\$785.00						OR RESTRICTED	
PARCEL NUMBER	NAME	DESC	SEC	T-N	R-W	TRACT	BENEFITTED ACRES	HYDRAULIC EFFIECIENCY	PROXIMITY RATE	NET BENEFIT	MAINT COST	PERCENT	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	BENEFIT ACRES	BENEFIT VALUE	TILE FOOTAGE	\$3.50 /FOOT	Temp damages Ac.	\$600.00	OR DITCH
27-01050-00	AHRENHOLTZ/TROY	SESW	33	116	35	40.00	28.00	55%	100%	42916.50	9,375.02	2.391%	4	23260.00	5	26900.00	4	10180.00	15	11775.00	1690	5915.00	3.01	1806.00	1.00
		NWNE	33	116	35	40.00	26.00	55%	100%	43103.50	9,415.87	2.402%	5	29075.00	4	21520.00	8	20360.00	9	7065.00	100	350.00	0.72	432.00	
		SWNE	33	116	35	40.00	7.00	55%	85%	20497.54	4,477.64	1.142%			2	10760.00	13	33085.00							
27-01060-00	KOPEL/JAMES & HELEN	NESE	33	116	35	40.00	7.00	55%	85%	5037.31	1,100.39	0.281%					3	7635.00	4	3140.00					
		SWSE	33	116	35	40.00	14.00	55%	100%	10980.75	2,398.72	0.612%					5	12725.00	9	7065.00	50	175.00	0.04	24.00	1.00
		NWSE	33	116	35	40.00	22.00	55%	100%	35345.75	7,721.20	1.969%	2	11630.00	3	16140.00	12	30540.00	5	3925.00	580	2030.00	1.03	618.00	
							1279.00			1,794,730.67	392,055.00	1.00	112.00	651,280.00	143.00	769,340.00	703.00	1,789,135.00	329.00	258,265.00	44,460.00	155,610.00	23.07	13,842.00	

LAND BENEFITS	1,794,730.67	392,055.00
TOTAL BENEFITS	1,794,730.67	392,055.00