OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office on 6/15/2009 at 1:30:00 PM and was duly recorded as document number A-1203166
W MARK KRUPSKI-Co Recorder,by___Deputy
___p
Well Certificate: ___ Received ___ Not Required
Abstr. - yes ___ no ___
Fees:
Total $46.00

Received from/return to:
OLMSTED COUNTY PUBLIC WORKS

2122 CAMPUS DR SE
ROCHESTER, MN 55904

MN DEPARTMENT OF NATURAL RESOURCES

Easement #133-23-0813

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 7th day of May 2009, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and Olmsted County Public Works, Minnesota, 55904, hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in the County of Olmsted.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 for valuable consideration of the sum of Eighteen Thousand Six Hundred Fifty Five Dollars and 00/100 ($18,655.00), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 7th day of May, 2009, an easement and right of way for road or trail purposes, over and across the following described lands in the County of Olmsted, State of Minnesota, and described as follows:

Legal Description: 53.17.42.040939

That part of the NE1/4 SW1/4 and the SE1/4 SW1/4 of Section 17, Township 105 North, Range 13 West described as follows: Parcel Nos. 1 as identified on the Olmsted County Right of Way Plat No. 170, County State Aid Highway 1, said plat filed of record with the Olmsted County Recorder on November 29, 2007, as document #A-1153329.

Special Provisions:
None

Subject to:
1. *Outstanding rights and interests, if any.*
2. *Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion.*

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Olmsted Co. Public Works
Attn: Dale
WV

3. The right-of-way hereby conveyed shall be open to the general public.
4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.
7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.
8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.
9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.
10. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.
11. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.
12. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.
13. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

All provisions of this easement shall run with the land and shall extend to and bind the heirs, successors and assigns of the respective

parties of this easement.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____
Kathy A. Lewis
Assistant Director
Division of Lands and Minerals

STATE OF MINNESOTA }
}SS
COUNTY OF RAMSEY }

On this 7th day of MAY 2009, before me, a Notary Public within and for said county and state, personally appeared Kathy A. Lewis who signed the foregoing instrument and acknowledged that she signed the same as her free act and deed for the uses and purposes therein set forth.

JENNIFER A. NARVESON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2012

Notary Public _____
My Commission Expires 1/31/12

APPROVED AS TO FORM AND EXECUTION

By _____
Assistant Attorney General

Date 6/5/09

This instrument has been drafted by the
Division of Lands and Minerals
Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota, 55155-4045