pt NENE 6-106-13
pt NWNE
63.06.11.052286
pt NENW
63.06.22.025628
pt NWNW
63.06.21.025627

Doc No. A- 1479550
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office for record on --August 23, 2019 9:27 AM
W. MARK KRUPSKI - Co. Recorder by deputy: ms
Well Certificate: _____ Abstract: _____
Fee: $46.00

PWSC
1188 50TH ST SE
ATT ; DALE PRESTEGARD
ROCHESTER, MN 55904

Dated this 20th day of August, 2019.

NONEXCLUSIVE HIGHWAY EASEMENT

THIS INSTRUMENT ("Easement") is made by the **State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Rochester Community and Technical College** ("Minnesota State"), pursuant to its authority granted in Minn. Stat. § 136F.60, subd. 3 (2018), in favor of the County of Olmsted, a political subdivision of the State of Minnesota ("Grantee").

RECITALS

A. Minnesota State is the fee owner of the following described property in Olmsted County, Minnesota ("Property"):

The North Half of the Northwest Quarter (N1/2 NW1/4) of Section 6, Township 106 North, Range 13 West, Olmsted County, Minnesota.

ALSO:

The Northeast Quarter (NE1/4) of Section 6, Township 106 North, Range 13 West, less the South 1180 feet thereof, Olmsted County, Minnesota

B. Grantee desires to acquire a nonexclusive highway easement over, under and across the Property for the purposes stated herein.

C. Minnesota State desires to grant to Grantee and Grantee desires to accept such easement according to the terms and conditions contained herein.

TERMS OF EASEMENT

1. Grant of Easement: In consideration of Three Thousand Eight Hundred Fifty and 00/100 Dollars ($3,850.00) and for other good and valuable consideration, receipt of which is

pwse 8-23-19

acknowledged by Minnesota State, Minnesota State grants and conveys to Grantee a nonexclusive highway easement over, under and across the above-described Property for public highway purposes, as detailed below, including for the location, grading, construction, reconstruction, operation, maintenance, inspection, alteration, repair and use of a public highway, and highway right-of-way and utility purposes. The area of the easement hereby granted and conveyed ("Easement Area") is legally described as follows:

> That part of the North Half of the Northwest Quarter (N1/2 NW1/4) of Section 6, Township 106 North, Range 13 West, Olmsted County, Minnesota, depicted as Parcels 3 and 4 on OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 222, according to the recorded plat thereof.
>
> ALSO:
>
> That part of the Northeast Quarter (NE1/4) of Section 6, Township 106 North, Range 13 West, Olmsted County, Minnesota, depicted as Parcel 3 on OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 223, according to the recorded plat thereof.
>
> Containing 0.11 acres, more or less, in addition to the existing and presently used right of way of County State Aid Highway No. 9.

2. Scope of Easement. This Easement includes the right of Grantee, its officials, officers, employees, agents, representatives, contractors, licensees, agents and invitees to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described Easement Area a public roadway (County State Aid Highway 9). This Easement includes the right to cut, trim or remove from the Easement Area trees, shrubs or other vegetation as in Grantee's judgment unreasonably interfere with the Easement of Grantee or its successors, provided that Grantee shall take all reasonable precautions to prevent any damage to the Property.

3. State lands subject to this Easement shall remain subject to sale or lease, but such sale or lease shall not serve to revoke this Easement.

4. Grantee shall comply with all laws, regulations and municipal ordinances affecting said Easement Area or the Property in which it is situated and keep and maintain the Easement Area in a neat and orderly condition and remove all refuse and debris that may accumulate thereon.

5. Grantee shall indemnify and hold harmless Minnesota State and its officials, officers, employees, agents, successors and assigns from and against any and all claims for injury, damage, losses, costs, liability, and expenses, including reasonable attorney fees arising, in whole or in part, from any exercise by Grantee or such others of its rights hereunder.

6. Minnesota State and Grantee may mutually agree upon such changes or modifications respecting construction or maintenance of structures, use or other conditions of this Easement as they deem necessary to protect the public health and safety.

7. This Easement shall not be assignable by Grantee, except upon written consent of Minnesota State.

8. Upon completion of and after any construction, maintenance, repair or other work within the Easement Area, Grantee shall at its expense restore the Easement Area to substantially its original condition as may be appropriate.

9. Grantee shall not assess Minnesota State for any current or future improvements associated with this Easement.

IN TESTIMONY WHEREOF, Minnesota State has caused this Easement to be executed in the name of the State of Minnesota by and through its Board of Trustees of Minnesota State Colleges and Universities, manifesting its acceptance of these terms by its signature.

GRANTEE

OLMSTED COUNTY

BY: _____

TITLE: County Board of Olmsted Chairperson

DATE: 8/20/19

By: Lisa Morris-Helmstetler

TITLE: Deputy Clerk to the Olmsted County Board of Commissioners

STATE OF MINNESOTA)
)
COUNTY OF OLMSTED)

The foregoing was acknowledged before this 20 day of August, 2019 by Jim Bier and Lisa Morris-Helmstetler, the Chairperson and Deputy Clerk of the County of Olmsted, a political subdivision of the State of Minnesota, on behalf of the County Board of Commissioners.

_____
Notary Public

RACHAEL KATHLEEN DOLL
Notary Public
Minnesota
My Commission Expires January 31, 2023

GRANTOR

STATE OF MINNESOTA, by and through the
Board of Trustees of the Minnesota
State Colleges and Universities, on behalf of
Rochester Community and Technical College

BY: _____
William Maki
Interim Vice-Chancellor and CFO of Minnesota
State Colleges and Universities

DATE: 7/25/19

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

This instrument was acknowledged before me this 25th day of JULY, 2019, by William Maki, as Interim Vice-Chancellor and CFO of Minnesota State Colleges and Universities, authorized to sign on behalf of the Board of Trustees of Minnesota State Colleges and Universities.

_____
Notary Public

DALE W JOHNSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2022

This document drafted by:

Kevin Rodlund
Assistant Attorney General
Atty. Reg. No. 0309254
Minnesota Attorney General's
Office
445 Minnesota Street
St. Paul, MN 55101-2127