OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office on 7/26/2012 at 3:15 PM and was duly recorded as document number A- 1294634

W MARK KRUPSKI - Co Recorder, by_____ Deputy

Well Certifcate:____ Received ____ Not Required

Abstr. - yes _____ no _____

$46.00

Received from/return to:
OLMSTED COUNTY PUBLIC WORKS
ATT DALE PRESTEGARD
2122 CAMPUS DR SE
ROCHESTER MN 55904

pt SW-SE
84.12.43.079129
84.12.44.076885 } 12-108-14
pt SE-SE
84.12.44.076885

HIGHWAY EASEMENT

FOR VALUABLE CONSIDERATION: Lorraine M. Hoeft, a single person, GRANTOR (s), hereby convey(s) and warrant(s) to the County of Olmsted, a political subdivision of the State of Minnesota, Grantee, its successors and assigns, a perpetual easement for the location, grading, construction, inspection, maintenance, repair, and use of a public highway and highway right-of-way, and uses and restrictions incident thereto, together with the unrestricted right to improve the same, in, under, over, and upon real property in Olmsted County, Minnesota, described as follows:

SEE EXHIBIT A – ATTACHED

Grantor(s) do(es) hereby grant and convey to Grantee all grasses, shrubs, trees, and other natural growth now existing on the real property described above or that may hereafter be planted or grown thereon, and the right to use and remove all earth and other materials lying within the above described real property.

Grantor(s) do (es) hereby release Grantee, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the highway easement hereby conveyed is located by reason of the location, grading, construction, inspection, maintenance, repair, improvement and use of a public highway and highway right-of-way, and uses and restrictions incident thereto, and the removal of natural growth and materials from the premises hereby conveyed.

The purpose of this easement is to provide public road right of way for Olmsted County State Aid Highway 12.

Olmsted PW
Dale Prestegard 7-26-2012
MS

Lorraine M. Hoeft

STATE OF MINNESOTA)
)ss.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 26th day of July 2012, by Lorraine M. Hoeft, a single person, Grantor (s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

DALE PRESTEGARD
Notary Public
Minnesota
My Commission Expires January 31, 2015

Signature of Person Taking Acknowledgment

Drafted by:
Dale Prestegard
Olmsted County Public Works
2122 Campus Drive SE Suite 200
Rochester, MN 55904-4744

Exhibit A – Legal Description

The South 50 feet of the Southeast Quarter of Section 12, Township 108 N, Range 14 W, except the following seven tracts:

Tract 1: That part of the Northwest Quarter of said Southeast Quarter lying West of the public road therein;

Tract 2: Beginning at the southeast corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter 300.00 feet; thence North, parallel to the East line of said Southeast Quarter at a deflection angle of 90° 33' to the right 871.20 feet; thence East parallel to the South line of said Southeast Quarter 300.00 feet to the East line of said Southeast Quarter; thence South along said East line 871.20 feet to the point of beginning;

Tract 3: Commencing at the southwest corner of said Southeast Quarter; thence due North, assumed bearing, along the West line of said Southeast Quarter 1,250.72 feet to the point of beginning; thence continue due North along said West line 23.49 feet; thence North 20° 10' East 295.58 feet; thence North 89° 28' East 816.29 feet; thence due South parallel with the West line of said Southeast Quarter 300.00 feet; thence South 89° 28' West 918.20 feet to the point of beginning;

Tract 4: Commencing at the southeast corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter 300.00 feet to the point of beginning; thence North parallel to the East line of said Southeast Quarter at a deflection angle of 90° 33' to the right 600.00 feet; thence West parallel to the South line of said Southeast Quarter 400.00 feet; thence South parallel to the East line of said Southeast Quarter 600.00 feet to the South line of said Southeast Quarter; thence East along said South line 400.00 feet to the point of beginning.

Tract 5: The South 450.70 feet of the West 580 feet of said Southeast Quarter;

Tract 6: Commencing at the southeast corner of said Southeast Quarter; thence West along the South line of said Southeast Quarter 300.00 feet; thence North parallel with the East line of said Southeast Quarter at a deflection angle of 90° 33' to the right 600.00 feet to the point of beginning; thence West at a deflection angle of 90° 33' to the left 220.50 feet; thence North at a deflection angle of 90° 33' to the right 658.44 feet; thence East parallel with the South line of said Southeast Quarter 520.50 feet to the East line of said Southeast Quarter; thence South along said East line 387.24 feet; thence West, at a deflection angle of 89° 27' to the right 300.00 feet; and thence South at a deflection angle of 89° 27' to the left 271.20 feet to the point of beginning.

Tract 7: The North 1160.28 feet of the Northeast Quarter of the Southeast Quarter of Section 12, Township 108 North, Range 14 West, Olmsted County, Minnesota, (Parcel "A") containing 35.00 acres, more or less, and subject to any existing easements and restrictions of record; together with a 33 foot wide non-exclusive, perpetual easement for the purpose of ingress to and egress from Parcel "A", and for the purpose of providing utilities to Parcel "A", over and across a portion of the Southeast Quarter of Section 12, Township 108 North, Range 14 West, Olmsted County, Minnesota, the centerline of which is more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12; thence Westerly along the South line of said Southeast Quarter, North 89° 31' 32" West, 262.52 feet; thence North 00° 28' 28" East, 75.00 feet to the Northerly right-of-way line of County State Aid Highway No. 12 and the POINT OF BEGINNING; thence North 00° 28' 28" East, 16.50 feet; thence South 89° 31' 32" East; 174.43 feet; thence North 01° 01' 09" East, 337.72 feet; thence North 15° 01' 22" East, 435.80 feet; thence North 01° 01' 09" East, 619.95 feet to the Southerly line of the above described Parcel "A" and the point of termination.

OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office on 6/11/2004 at 4:30:00 PM and was duly recorded as document number A-1025462
DANIEL J. HALL – County Recorder, by _____Deputy.

Well Certificate: ___ Received ___ Not Required
Abstr. – yes ____ no ____
Fees:

Received from/return to:
WENDLAND AND UTZ

Same as 1025461

DRIVEWAY EASEMENT AGREEMENT

This Agreement is made and entered into this 11th day of June, 2004, by and between LORRAINE HOEFT, a Minnesota resident ("Grantor") and JASON J. OTTMAN and SARA E. OTTMAN, Minnesota residents ("Grantees").

RECITALS

WHEREAS, Grantor is the owner of fee title to certain property in rural Olmsted County, Minnesota located in the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 12, Township 108 North, Range 14 West (the "Hoeft Property"); and

WHEREAS, Grantees are the owners of fee title to the property described in Exhibit "A" (the "Ottman Property") which abuts the Hoeft Property; and

WHEREAS, the parties warrant that they are the owners of their respective Property and are able to enter into this Agreement. There are no third parties whose consent is required in order to effectuate this Agreement; and

WHEREAS, The Parties desire to establish a thirty three (33) foot wide non-exclusive perpetual easement for the purpose of ingress and egress over and across the Hoeft property and to provide utilities to the Ottman property, for the benefit of present and future owners of any right, title or interest in the Ottman Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantees, their successors and assigns, a non-exclusive, perpetual easement for ingress and egress for pedestrian and vehicular traffic (including agricultural vehicular traffic) for driveway access over and across the Hoeft Property. The location of the easement shall be limited to that portion of Hoeft Property as described in the attached Exhibit "B" ("Easement"). The Easement shall be for the benefit of, and appurtenant to the Ottman Property. The Easement shall be a private easement and shall not be used as a public roadway. The owners of the Hoeft Property shall not park on or otherwise obstruct the Easement. The owners of the Hoeft Property and the owners of the Ottman Property will use the Easement with due regard for the rights of the owner of the other Property and will not allow any other person to use the Easement in any manner that will impair the rights of the Parties entitled to use the Easement.

WAU 35

2. Maintenance and Repair. The Easement shall be maintained by the Grantees in a usable condition for the purpose of permitting Grantor, her successors and assigns, to access adjacent land for agricultural and residential purposes; except that if any damage is caused by the negligence of any person who uses the easement pursuant to the authority of either party hereto or their successors or assigns, then such person shall be liable for such damages. If Grantor subdivides the land which she owns adjacent to the Ottman property, the easement shall run with the land, but any landowner using the easement for residential purposes shall share equally in the cost of maintenance of the easement to the extent such maintenance is reasonably necessary for residential purposes.

3. Duration. Unless modified or terminated by mutual agreement of the owners of the Hoeft Property and the Ottman Property, the Easement shall be perpetual.

4. Binding Effect. The Easement, covenants and restrictions contained in this Agreement shall be superior and paramount to, and shall be binding upon, the owners or holders of any legal, equitable or beneficial right, title, interest, or lien in the Properties, and upon any occupants thereof, their heirs, successors, representatives and assigns, shall be appurtenant to the Ottman Property and shall run with the land.

5. Severability. If any of the covenants or agreements contained herein violate any state, federal or local act or regulation or are otherwise deemed void or unenforceable by a court of law or equity, said covenants or agreements shall be deemed unenforceable and of no effect without affecting the validity or enforceability of any other covenants or agreements contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

GRANTOR:

Lorraine Hoeft

GRANTEES:

Jason J. Ottman

Sara E. Ottman

STATE OF MINNESOTA)
) ss.
COUNTY OF WABASHA)

This instrument was acknowledged before me this 11th day of June, 2004, by Grantor, Lorraine Hoeft.

DONALD L. DeVAUGHN
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

This instrument was acknowledged before me this 11th day of June, 2004, by Grantees, Jason J. Ottman and Sara E. Ottman.

Notary Public

This instrument drafted by:
Nate P. Birkholz, No. 315448
Wendland, Utz, Stahl and Mintz, Ltd.
300 Wells Fargo Center
21 1st Street SW
Rochester, MN 55902
(507) 288-5440

NATE BIRKHOLZ
NOTARY PUBLIC – MINNESOTA
My Commission Expires 1-31-2007

Exhibit "A" to
Driveway Easement Agreement

Parcel A: The North 1160.28 feet of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 12, Township 108 North, Range 14 West, Olmsted County, Minnesota, containing 35.00 acres, more or less, and subject to any existing easements and restrictions of record. Together with a 33 foot wide non-exclusive, perpetual easement for the purpose of ingress to and egress from Parcel "A", and for the purpose of providing utilities to Parcel "A", over and across a portion of the Southeast Quarter (SE 1/4) of Section 12, Township 108 North, Range 14 West, Olmsted County, Minnesota, the centerline of which is more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12; thence Westerly along the South line of said Southeast Quarter, North 89° 31' 32" West, 262.52 feet; thence North 00° 28' 28" East, 75.00 feet to the Northerly right-of-way line of County State Aid Highway No. 12 and the POINT OF BEGINNING; thence North 00° 28' 28" East, 16.50 feet; thence South 89° 31' 32" East, 174.43 feet; thence North 01° 01' 09" East, 337.72 feet; thence North 15° 01' 22" East, 435.80 feet; thence North 01° 01' 09" East, 619.95 feet to the Southerly line of the above described Parcel "A" and the point of termination.

Exhibit "B" to
Driveway Easement Agreement

A 33 foot wide non-exclusive, perpetual easement for the purpose of ingress to and egress from Parcel "A" (as described in Exhibit "A" of this agreement), and for the purpose of providing utilities to Parcel "A", over and across a portion of the Southeast Quarter (SE 1/4) of Section 12, Township 108 North, Range 14 West, Olmsted County, Minnesota, the centerline of which is more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12; thence Westerly along the South line of said Southeast Quarter, North 89° 31' 32" West, 262.52 feet; thence North 00° 28' 28" East, 75.00 feet to the Northerly right-of-way line of County State Aid Highway No. 12 and the POINT OF BEGINNING; thence North 00° 28' 28" East, 16.50 feet; thence South 89° 31' 32" East, 174.43 feet; thence North 01° 01' 09" East, 337.72 feet; thence North 15° 01' 22" East, 435.80 feet; thence North 01° 01' 09" East, 619.95 feet to the Southerly line of the above described Parcel "A" and the point of termination.