NA-10567-01
(P-199)
4/78

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

RIGHT-OF-WAY EASEMENT

133-23-151

THIS INDENTURE, Made this 14th day of March, 1980, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and Olmsted County hereinafter called the Grantee.

4293-8

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 and administered by the Department of Natural Resources.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes Annotated, Section 84.63, and in consideration of the sum of One thousand five hundred twenty & no/100 DOLLARS ($1,520.00), 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 17th day of March, 1980, 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 more particularly shown on the plat hereto attached and described as follows:

All that part of the following described tract:

E½-SE

A strip of land 100 feet in width extending over and across the east half of the southeast quarter (E½SE¼) of section 22, township 108 north, range 15 west, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Wisconsin, Minnesota and Pacific Railroad Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was orginally located and established over and across said section 22.

Also:

NE-SE

A strip of land 125 feet in width extending over and across that part of the northeast quarter of the southeast quarter (NE¼SE¼) of section 22, township 108 north, range 15 west, lying northerly of the north bank of the (Middle) Zumbro River, said strip of land being 50 feet in width on the southwesterly side, and 75 feet in width on the northeasterly side, of the center line of the main track (now removed) of the Rochester and Northern Minnesota Railway Company (later the Chicago and North Western Railway Company, now the Chicago and NorthWestern Transportation Company) as said main track centerline was originally located and established over and across said section 22;

which lies within the right of way boundaries of County State Aid Highways No. 3 and No. 31 delineated as in said tract of land as Parcel No. 3 on the Plat designated as

Olmsted County Highway Right of Way Plat No. 14

on file and of record in the office of the County Recorder in and for Olmsted County, said Parcel No. 3 containing 1.52 acres, more or less, in addition to existing highway;

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall construct and maintain said right-of-way at its own expense.
3. The right-of-way hereby conveyed shall be open to the general public.

4. 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.

5. 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.

6. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.

7. 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.

8. 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.

9. 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.

10. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.

11. 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.

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.

4293J-8

In Presence of

Betty L. Herold

Henry A. Knight

STATE OF MINNESOTA

Commissioner of Natural Resources

By Eugene R. Gere

Eugene R. Gere, Assistant Commissioner
"Per Delegation Order 351."

STATE OF Minnesota)
)SS
COUNTY OF Ramsey)

On this 19th day of March, 1980, before me, a Notary Public within and for said county and state, personally appeared Eugene R. Gere, Assistant Commissioner,

to me personally known who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

ANNA A. BOHN
RAMSEY COUNTY
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES APR. 20, 1984

Anna A. Bohn

Notary Public, Ramsey County

My Commission expires 4-20-84

NOTE: Plat should be on (8¼" x 11"), showing any existing road or trail situated thereon.

APPROVED AS TO FORM AND EXECUTION

By Richard C Hesselberg
Special Assistant Attorney General

Date 4/14/80

This Instrument has been drafted by the
Bureau of Land, Dept. of Natural Resources,
Centennial Bldg., St. Paul, MN 55155.

RIGHT-OF-WAY EASEMENT

No. 429358

ABSTRACT
GRANTOR
GRANTEE
TRACKED
PAID
CHG: none

The State of Minnesota
To

Office of ~~Register of Deeds~~

County of Olmsted, Minnesota.
I hereby certify that the within Right-Of-Way Easement was filed in this office for records on the 9 day of October, A.D. 19 80, At 2 1/4 o'clock P. M, and was duly recorded in Book K-4 Misc of ~~Deeds~~, Page 276.

Lois Forstner
Register of Deeds
COUNTY RECORDER
By _____
Deputy

Co. Highway