

HIGHWAY EASEMENT

C.S. 8503 (43=75) 901

Parcel 14

County of Winona

Date: _____

For and in consideration of the sum of One Hundred Twenty-Seven Thousand Nine Hundred Fifty and 00/100 - - Dollars (\$ 127,950.00),

City of Winona, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Winona County, Minnesota, described as follows:

All of the following:

That part of the Southeast Quarter of the Southeast Quarter of Section 26, Township 107 North, Range 7 West, shown as Parcel 14 on Minnesota Department of Transportation Right of Way Plat Numbered 85-39 as the same is on file and of record in the office of the County Recorder in and for Winona County, Minnesota;

containing 3,134 square feet, more or less;

together with other rights as set forth below, forming and being part of said Parcel 14:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 14 by the temporary easement symbol, said easement shall cease on December 1, 2024, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore

described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities

CITY OF WINONA

By_____

Its_____

And_____

Its_____

STATE OF MINNESOTA)
)SS.
COUNTY OF WINONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Scott Sherman and Monica Hennessy Mohan the Mayor, and Clerk of City of Winona, a body politic and corporate under the laws of the state of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

Topographic Information required: Proposed R/W line & access taking. Lot lines & dimensions.
Scale 1" = 50 ft. Outline & location of buildings & improvements. Streets or highway frontage.

S.P. 8503-53 C.S. 8503 (43=75) 901 COUNTY WINONA C.I.# TRWSP850353
OWNER CITY OF WINONA PARCEL NO. 14

