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# **Le Sueur County, MN**

**Tuesday, May 15, 2018**

**Board Meeting**

## **Item 9**

**11:50 a.m. Darrell Pettis, County Administrator**

*RE: MnDOT Purchases*

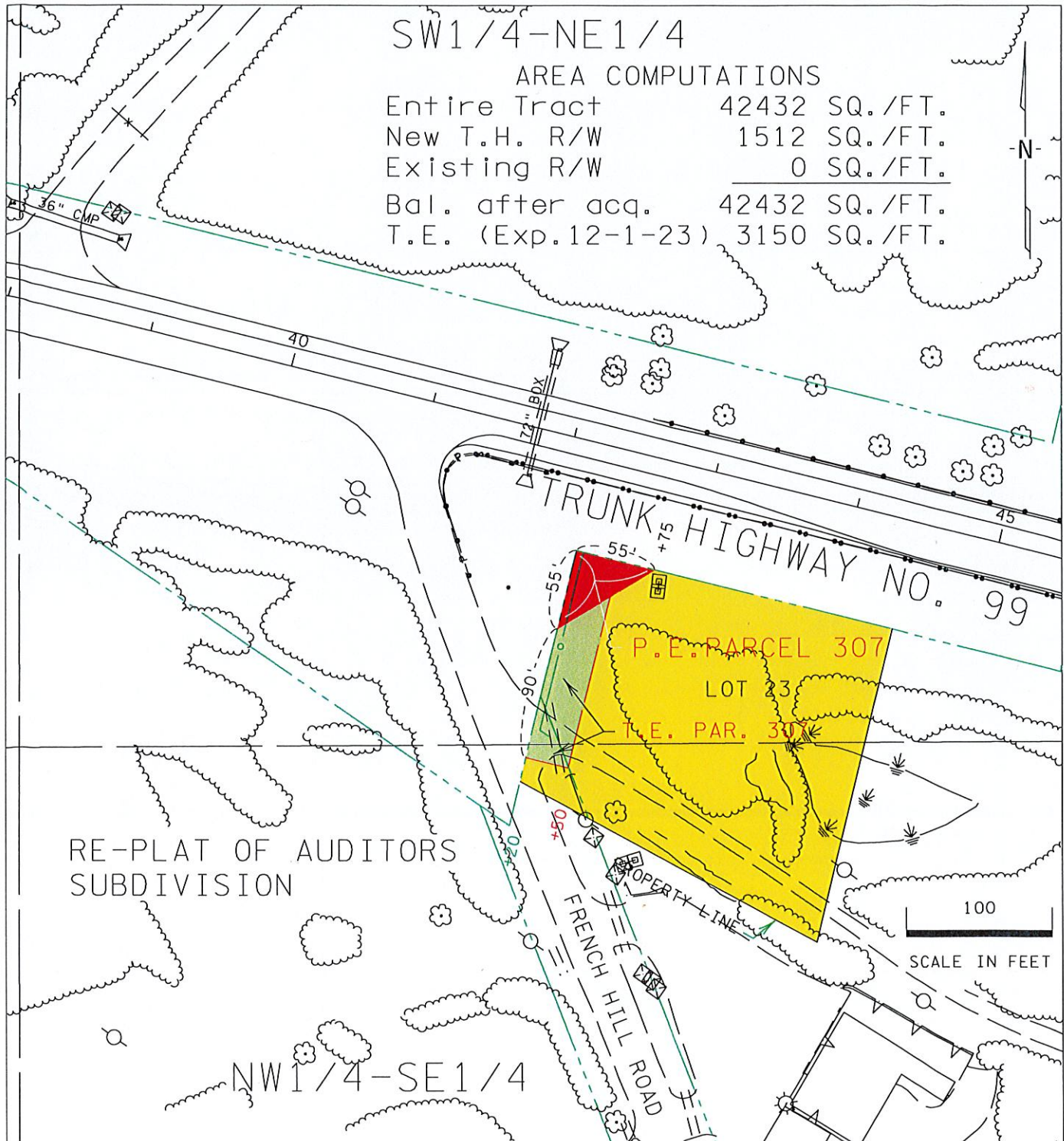
*RE: Out of State Travel Request*

Staff Contact:

Control Section: 4008 (99=21) 901  
State Project: 4010-10RW  
Owner: The County of LeSueur

County: Le Sueur

Parcel Number: 307  
Sheet 1 of 1  
Scale 1 inch = 100 ft.



Layout sketch by Terry Bakalyar

Created on December 11, 2017

## HIGHWAY EASEMENT

C.S. 4008 (99=21) 901  
Parcel 307  
County of Le Sueur

Date: \_\_\_\_\_

For and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota,  
Grantor, hereby conveys and quitclaims 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 Le Sueur County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. Part of Lot 23, Re-Plat of Auditor's Subdivision of Section 22, Township 110  
North, Range 26 West, Le Sueur County, Minnesota, described as follows:  
Beginning at the northwest corner of said Lot 23; thence on an assumed  
bearing of South 76 degrees 04 minutes 15 seconds East along the northerly  
line of said Lot 23 a distance of 222.99 feet; thence South 13 degrees 55  
minutes 45 seconds West along the easterly line of said Lot 23 a distance of  
218.78 feet; thence North 61 degrees 44 minutes 13 seconds West 230.15 feet;  
thence North 13 degrees 55 minutes 45 seconds East along the westerly line of  
said a Lot 23 a distance of  
161.80 feet to the point of beginning;

which lies northwesterly of the following described line: Beginning at a point on the  
northwesterly line of Tract A hereinbefore described, distant 55 feet southwesterly of the  
northwest corner thereof; thence northeasterly to a point on the northeasterly line of  
said Tract A, distant 55 feet southeasterly of said northwest corner and there  
terminating;

also a right to use the following described strip for highway purposes, which right shall

cease on December 1, 2023, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being the northwesterly 30 feet of the northeasterly 145 feet of Tract A hereinbefore described, adjoining and southwesterly of the above described strip.

Grantor, for itself, its successors and assigns, does 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; does 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.

COUNTY OF LE SUEUR

By \_\_\_\_\_  
Its Chairman of the County Board

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

STATE OF MINNESOTA     )  
                                          )SS.  
COUNTY OF LE SUEUR     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the Chairman of the County Board and Auditor in his capacity as Clerk of the County Board of County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota, on behalf of the body politic and corporate.

\_\_\_\_\_  
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

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

OFFER TO SELL AND  
MEMORANDUM OF CONDITIONS

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase  
APPROVED

By

C.S.: 4008 (99=21) 901 Parcel: 307 County: Le Sueur

Owners and addresses: County of Le Sueur, Auditor, Le Sueur County Court House, 88 South Park Avenue, Le Center, Minnesota, 56057;

For a valuable consideration, on this \_\_\_\_\_ day of, \_\_\_\_\_, \_\_\_\_\_, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) an easement in the real estate or an interest therein situated in Le Sueur County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State ON ~~days~~ after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

COUNTY OF LE SUEUR

By \_\_\_\_\_  
Its Chairman of the County Board

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

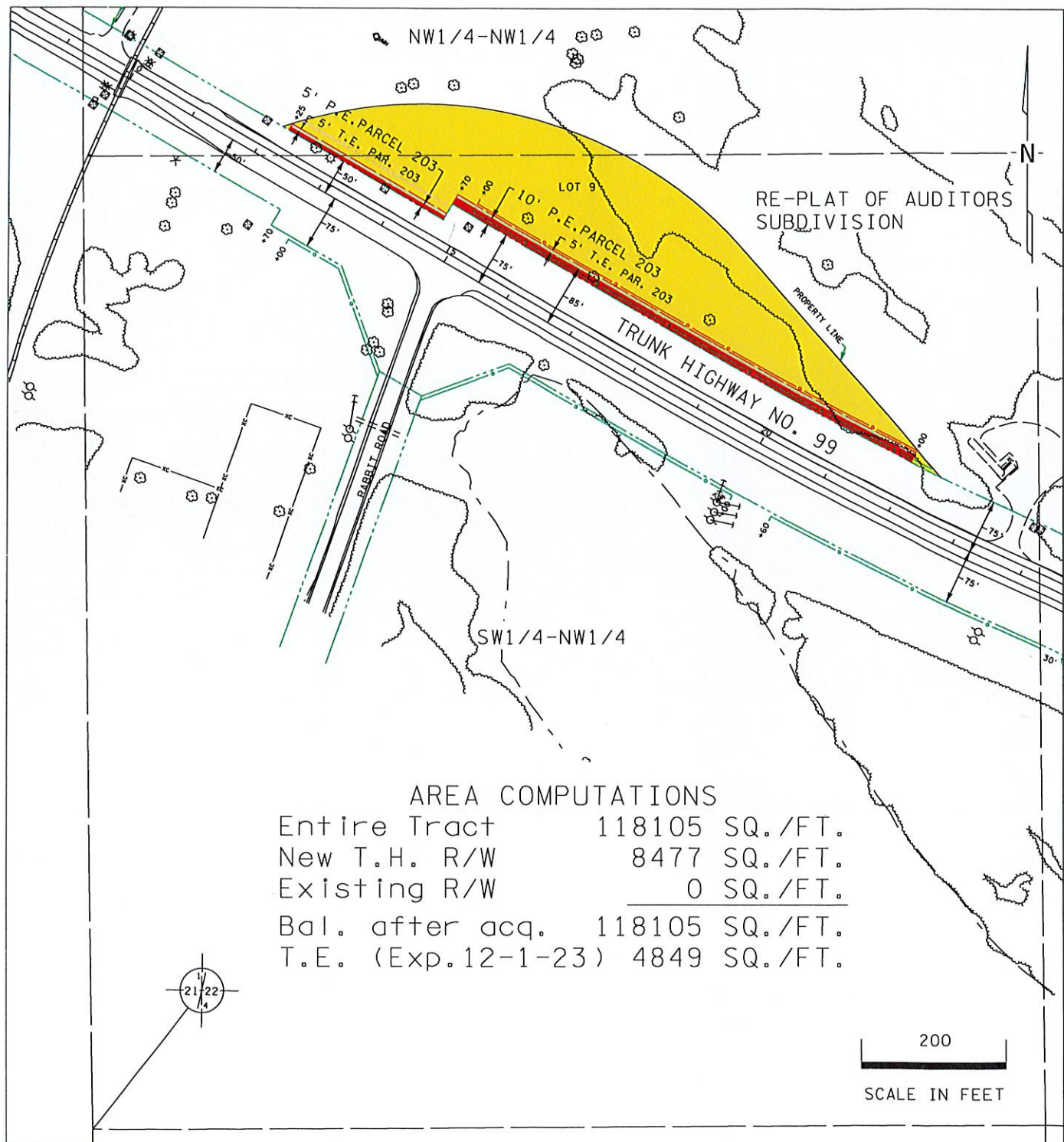
(Address of Owner where acceptance is to be mailed.)



Control Section: 4008 (99=21) 901  
State Project: 4010-10RW  
Owner: The County of LeSueur

County: Le Sueur

Parcel Number: 203  
Sheet 1 of 1  
Scale 1 inch = 200 ft.



Layout sketch by Terry Bakalyar

Created on December 11, 2017

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND  
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase  
APPROVED

By

C.S.: 4008 (99=21) 901 Parcel: 203 County: Le Sueur

Owners and addresses: County of Le Sueur, Auditor, Le Sueur County Court House, 88 South Park Avenue, Le Center, Minnesota, 56057;

For a valuable consideration, on this \_\_\_\_\_ day of, \_\_\_\_\_, \_\_\_\_\_, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) an easement in the real estate or an interest therein situated in Le Sueur County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State ON ~~days~~ after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

COUNTY OF LE SUEUR

By \_\_\_\_\_  
Its Chairman of the County Board

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

(Address of Owner where acceptance is to be mailed.)

## HIGHWAY EASEMENT

C.S. 4008 (99=21) 901  
Parcel 203  
County of Le Sueur

Date: \_\_\_\_\_

For and in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota,  
Grantor, hereby conveys and quitclaims 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 Le Sueur County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. Lot 9, Re-Plat of Auditor's Subdivision of Section 22, Township 110 North, Range 26 West, dated February 15, 1991 and filed for record February 27, 1991, as Document No. 222639 in the office of the County Recorder in the County of Le Sueur, State of Minnesota. Formerly described as: All that part and portion of the premises hereinafter described which lies north of Minnesota State Public Highway No. 99, as the same is presently located thereon, to wit: Lot 7, Auditor's Subdivision of Section 22, Township 110 North, Range 26 West, which premises are more particularly described as follows: Commencing at the west quarter post of Section 22, running thence north along the west line of said Section 22 to the southerly right of way line of the Chicago, St. Paul and Minneapolis and Omaha Railroad; thence easterly along the southerly line of said right of way to the west line of the Kasota and St. Peter Railroad; thence southerly along the west line of said road to the place of beginning; Also, all that part of Lot 8 in Section 22, Township 110 North, Range 26 West, according to the Plat of Auditor's Subdivision of said Section 22, filed for record January 7, 1901, in Book A of Plats on Page 81, in the office of the County Recorder of said Le Sueur No. 99, as the same is now located and used over and across said Lot 8;

Page 1 of 4

which lies between two lines run parallel with and distant 75 feet and 85 feet northeasterly of the following described line: Beginning at the point of termination of Line 1 described below; thence northwesterly along said Line 1 for 730.0 feet and there terminating;

Line 1. Beginning at a point on the west line of said Section 22, distant 1178.6 feet south of the northwest corner thereof; thence southeasterly at an angle of 59 degrees 33 minutes 30 seconds (measured from south to east) for 936.8 feet; thence deflect to the left on a 01 degree 00 minute curve (delta angle 16 degrees 01 minute) having a length of 1601.7 feet for 345.9 feet and there terminating;

together with that part of Tract A hereinbefore described, which lies between two lines run parallel with and distant 50 feet and 55 feet northeasterly of the following described line: Beginning at a point on Line 1 described above, distant 730.0 feet northwesterly of its point of termination (measured along said Line 1); thence northwesterly along said Line 1 for 245.0 feet and there terminating;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described, not acquired herein, to Trunk Highway No. 99, except that the abutting owner shall retain the right of access between point distant 700 feet and 975 feet northwesterly of the point of termination of Line 1 described above (measured along said Line 1);

also a right to use the following described strips for highway purposes, which right shall cease on December 1, 2023, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, adjoining and northeasterly of the first above described strip, which lies within a distance of 5 feet northeasterly (measured at right angles) of said strip;

A strip being that part of Tract A hereinbefore described, adjoining and northeasterly of the second above described strip, which lies within a distance of 5 feet northeasterly (measured at right angles) of said strip.

Grantor, for its self, its successors and assigns, does 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; does 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.

COUNTY OF LE SUEUR

By \_\_\_\_\_  
Its Chairman of the County Board

And \_\_\_\_\_  
Its Auditor in his capacity as  
Clerk of the County Board

STATE OF MINNESOTA     )  
                                          )SS.  
COUNTY OF LE SUEUR     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the Chairman of the County Board and Auditor in his capacity as Clerk of the County Board of County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota, on behalf of the body politic and corporate.

\_\_\_\_\_  
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