

NONEXCLUSIVE ROADWAY MAINTENANCE, UTILITY AND ACCESS EASEMENT

THIS INSTRUMENT is made this ___ day of _____, 2026, by the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Mankato (the “State” or “Grantor”), pursuant to its authority granted in Minn. Stat. § 136F.60, subd. 3, in favor of the City of Mankato, a municipal corporation under the laws of the State of Minnesota (the “City” or “Grantee”).

RECITALS

- A. The Grantor is the fee owner of certain real property legally described on the attached Exhibit A (the “MSUM Property” or “Property”).
- B. The Grantee already holds an easement over a portion of the MSUM Property granted to it by the State in 1959, legally described in Minnesota Laws 1959, ch. 12 (“1959 Property”).
- C. The Grantee desires to acquire an easement over, under and across the Property for the purposes stated herein.
- D. The Grantor desires to grant to the Grantee and the Grantee desires to accept an easement, according to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF EASEMENT

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.

2. Grant of Easement. For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor grants and conveys to the City an exclusive, perpetual easement for access, drainage, and utility purposes over the portions of the Grantor Property legally described on the attached Exhibit A, and depicted on Exhibit B and the map attached as Exhibit C (the “Access Easement” or “Private Road”).

3. Scope of Easement. The above-described easement includes the rights of the City, its contractors, agents, and employees to enter the Access Easement at all reasonable times for the purposes of locating, constructing, reconstructing, operating, maintaining, improving, altering, and repairing roadway, drainage, and utility improvements, or other public facilities or improvements of any type within the Access Easement. The easement granted herein also includes the right to cut, trim, or remove from the Access Easement such improvements, trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations as in the City’s judgment unreasonably interfere with the Access Easement or the function of the facilities.

4. The City’s Maintenance and Repair of the Private Road. The City hereby agrees to maintain (including snowplowing and grading as necessary) and repair the Private Road at its own expense. The Private Road consists of the grade, base, surface, ditches, silt fence, and all other elements and appurtenances which create a driving surface suitable for vehicular traffic. Grantor acknowledges that Grantor or MSUM has no obligation to construct, reconstruct, maintain or repair the Private Road and that Grantor does not intend to accept, acquire, or open the Private Road as a public roadway.

Notwithstanding any other language to the contrary, to the extent that the Private Road is damaged by the City, its employees, contractors or agents for any reason, including but not limited to, damage arising out of repairing or replacing any City utility, then at no cost to Grantor, the City shall promptly repair or replace the Private Road as necessary, to the same standard as the condition of the Private Road existed prior to the City damaging the Private Road. If the City does not complete the repair or replacement within thirty (30) days after notice is given by Grantor to the City, Grantor shall have the right to perform such repair or replacement. In such case, Grantor shall send an invoice detailing its reasonable maintenance costs to the City.

5. Revocation. Pursuant to Minn. Stat. § 136F.60, subd. 3(b), this Easement Agreement shall be revocable by written notice by the Grantor if at any time its continuance will conflict with a public use of land, over, under or upon which it is granted; or for any other reason. The notice must be in writing and is effective ninety (90) days after the notice is sent by certified mail to the last known address of the holder of record of the Easement. If the address of the holder of the Easement is not known, the Easement expires ninety (90) days after the notice is recorded in the office of the county recorder in Blue Earth County. Upon revocation, the Grantor may allow a reasonable time to vacate the premises affected. Following revocation, the City shall remove all public facilities or improvements of any type from the MSUM Property.

6. Drainage and Utility Easement; City Restoration. Because public utility infrastructure will be located underneath the Private Road, Grantor grants to the City public drainage and utility easements over the entire area that makes up the Private Road. The parties understand and

acknowledge that the City may be required to access its public infrastructure that is located underneath the Private Road pursuant to said easements, and in the event that it does so, the City shall thereafter promptly restore the Private Road in a manner that it determines, in its reasonable discretion, to be at least the same or equal to the condition of the Private Road before it commenced such work.

7. Sale or Lease of Lands. State lands subject to this easement shall remain subject to sale or lease; such sale or lease shall not serve to revoke this easement.

8. Compliance with Laws. The City 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.

9. Environmental Matters. Grantor states that to the best of its knowledge, there are no hazardous substances on or under the MSUM Property, including the 1959 Property. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Access Easement or the Property prior to the date of this Agreement, or, in the case of the 1959 Property, prior to 1959.

10. Indemnity. The City shall indemnify and hold harmless the Grantor 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 the City or its officials, officers, employees, agents, representative, contractors, licenses or invitees of its rights hereunder. The City does not waive tort limits set forth in Chapter 466.

11. Modifications. The Grantor and the 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.

12. Assignment. This easement shall not be assignable by the Grantee, except upon written consent of the Grantor.

13. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Grantor: STATE OF MINNESOTA, by and through the
Board of Trustees of the Minnesota
State Colleges and Universities, on behalf of
Minnesota State University Mankato
Attn: _____
Vice Chancellor and CFO of Minnesota State
Colleges and Universities

b) as to City: City of Mankato
10 Civic Center Plaza
Mankato, MN 56001
Attention: Joe Smith

with a copy to: Kennedy & Graven
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
Attention: Pam Whitmore

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

14. Effective Date. This Agreement shall be binding and effective as of the date first written above.

IN TESTIMONY WHEREOF, the Grantor 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, manifests its acceptance of these terms by its signature.

GRANTEE

CITY OF MANKATO

By: _____

Its: Mayor

By: _____

Its: City Manager

STATE OF MINNESOTA)

) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by _____, the Mayor of the City of Mankato, a
Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF BLUE EARTH)

The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by _____, the City Manager of the City of Mankato, a
Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA, by and through the
Board of Trustees of the Minnesota
State Colleges and Universities, on behalf of
Minnesota State University Mankato

Its: Vice Chancellor

This instrument was acknowledged before me on _____ 2026, by _____, the _____ of Board of Trustees of the Minnesota State College and University, on behalf of said entity.

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

Exhibit A

Legal Description of the Property

EXHIBIT A SHEET 2 OF 2

PREMISES

The Northeast Quarter of the Northwest Quarter, Section 19, Township 108 North, Range 26 West, City of Mankato, Blue Earth County, Minnesota.

EASEMENT AREA

DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 19, Township 108 North Range 26 West, Blue Earth County, Minnesota, described as:

Commencing at the North Quarter corner of said Section 19; thence South 89 degrees 00 minutes 38 seconds West, (Minnesota County Coordinate System - 1986 Blue Earth County Zone - NAD83 - 1986), along the north line of the Northwest Quarter of said Section 19, a distance of 859.40 feet; thence South 00 degrees 59 minutes 22 seconds East, a distance of 429.30 feet; thence continuing South 00 degrees 59 minutes 22 seconds East, a distance of 175.00 feet to the point of beginning; thence South 89 degrees 00 minutes 38 seconds West, a distance of 175.00 feet; thence continuing North 00 degrees 59 minutes 22 seconds West, a distance of 30.00 feet; thence North 89 degrees 00 minutes 38 seconds East, a distance of 101.71 feet to a point on the southerly line of Val Imm Drive according to the plat of Highland Avenue, on file and of record with the Blue Earth County Recorder; thence southerly a distance of 193.37 feet, along a non-tangential curve to the right, having a radius of 686.99 feet, a central angle of 16 degrees 07 minutes 39 seconds, the chord of said curve is 192.73 feet in length and bears South 64 degrees 25 minutes 35 seconds East; thence South 72 degrees 29 minutes 23 seconds East, along said southerly line, a distance of 201.48 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 64.34 feet; thence North 82 degrees 21 minutes 49 seconds West, a distance of 184.93 feet; thence southwesterly a distance of 34.43 feet, along a tangential curve to the left, having a radius of 20.00 feet and a central angle of 98 degrees 37 minutes 33 seconds; thence South 00 degrees 59 minutes 22 seconds East, a distance of 63.96 feet; thence South 89 degrees 00 minutes 38 seconds West, a distance of 20.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Michael M. Eichers
License Number 46564

12/01/2025
Date

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EASEMENT DRAWING
MANKATO, MINNESOTA



**BOLTON
& MENK**

PART OF THE NE 1/4 - NW 1/4
SEC. 19, T108N - R26W

FOR: MANKATO, CITY OF

JOB NUMBER: 25X141115

FIELD BOOK: SEE FILE

DRAWN BY: RPS

H:\MKTO\25X141115000\CAD\C3D\141115V-EASE1.dwg 12/1/2025 8:52 AM

SEC. 19-108-26

Exhibit B

Description of Access Easement

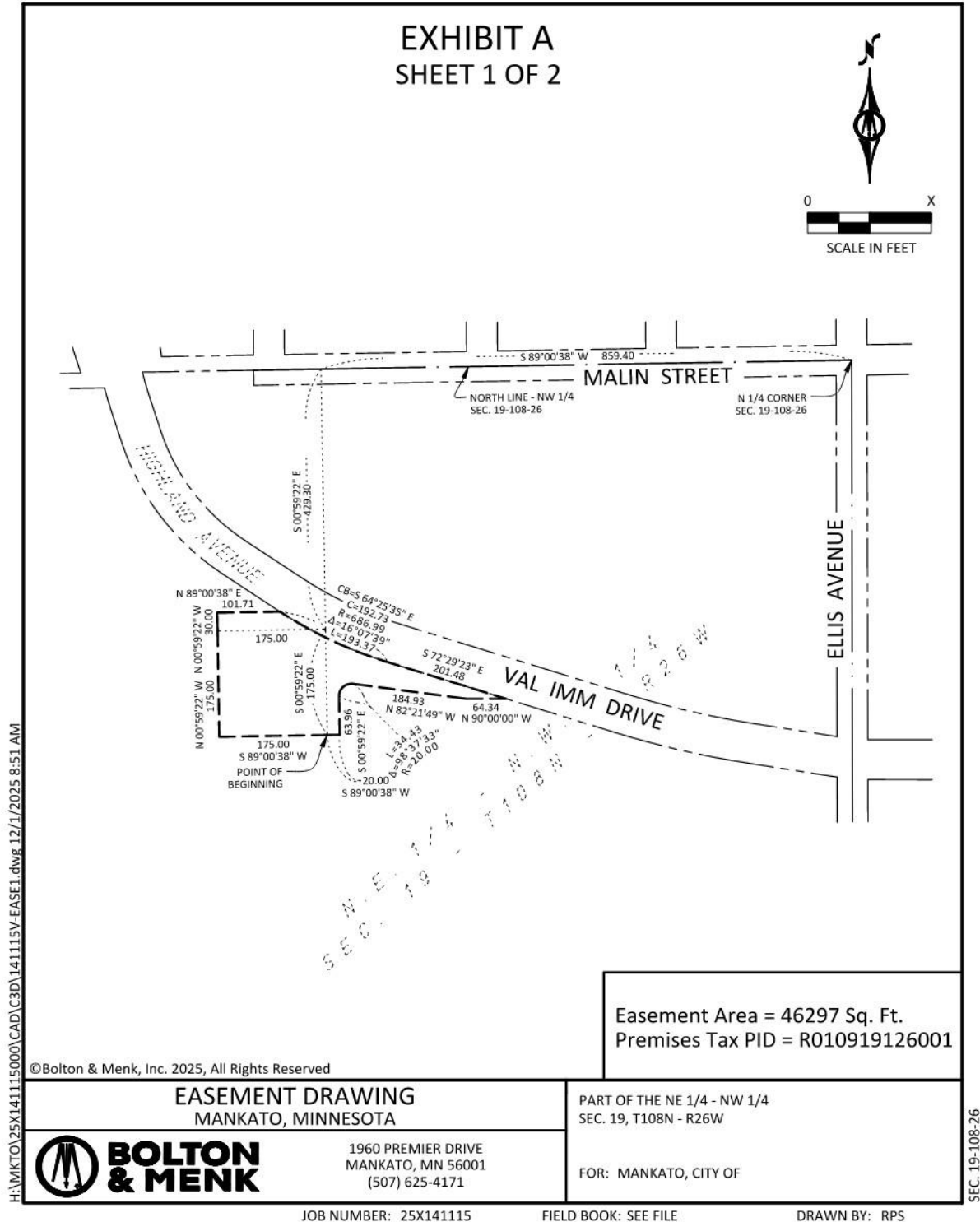


Exhibit C

Map of Access Easement attached as Exhibit C

2026 Resurfacing - Dolph Reservoir Improvements

Figure No. 4 - Proposed Easement

City of Mankato, MN - City Project No. 11193

October 2025

