

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING SALE OF PETERSON
SCHOOL SITE PARCELS**

WHEREAS, the District and the City of Peterson entered into an Agreement in 1991 concerning the use and title of the three parcels in Peterson owned by the District, as legally described in the Agreement (attached) and referred to as Parcel 1, Parcel 2 and Parcel 3; and

WHEREAS, the District sold Parcel 1 to the City in 1991; and

WHEREAS, the District officially closed the school in Peterson in June, 2017; and

WHEREAS, the District no longer needs Parcel 2 (athletic fields) or Parcel 3 (the school site) for educational purposes; and

WHEREAS, the City has the option to purchase Parcel 2 from the District under the terms of the 1991 Agreement, and the City desires to do so; and

WHEREAS, it is in the District's best interest to sell Parcel 3.

BE IT RESOLVED, by the School Board of Independent School District No. 239, as follows:

1. The sale of Parcel 2 to the City pursuant to the terms of the 1991 Agreement is approved, and the Board Chair and Board Clerk are authorized to execute the attached Quit Claim Deed and any other documents necessary to effectuate the transaction.
2. District administration is authorized to solicit proposals for the purchase of the school site (Parcel 3) for review and possible action by the School Board.

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor thereof;

and the following voted against the same;

Whereupon said resolution was declared duly passed and adopted.

QUIT CLAIM DEED

State Deed Tax Due: \$1.65

Date: April 16, 2018

FOR VALUABLE CONSIDERATION, **INDEPENDENT SCHOOL DISTRICT NO. 239**, a public corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quit claims to the **CITY OF PETERSON**, a municipal corporation under the laws of the State of Minnesota, Grantee, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, described as follows:

That part of the following described parcel:

That part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8, described as follows: Beginning at a point 508 feet North of the SE Corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8, running thence North 78 degrees 30 minutes West 1159 feet to a point 20 feet East of the Railway right of way; running thence North 11 degrees 30 minutes East 380 feet; running thence South 78 degrees 30 minutes East 1135 feet; running thence South 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Petersen, described as follows: Beginning at the SE corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8; thence on an assumed bearing of North and along the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30, a distance of 508 feet; thence North 78 degrees 30 minutes West a distance of 1169.97feet; thence South 3 degrees 14 minutes West, a distance of 561.70 feet to the South line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30; thence South 89 degrees 29 minutes East and along the South line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30, a distance of 1187.79 feet to the SE Corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less

which lies Easterly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$

NOTARIAL STAMP

NOTARY PUBLIC

THIS INSTRUMENT DRAFTED BY:

NETHERCUT P SCHIEBER P ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

Tax Statements should be sent to:

City of Peterson
118 Fillmore Street
Peterson, MN 55962

AGREEMENT

THIS AGREEMENT is made and entered into between Independent School District No 239, hereinafter referred to as the District, and the City of Peterson, a municipality, hereinafter referred to as the City.

CIRCUMSTANCES

A. Independent School District No. 239 has acquired an ownership interest in certain school lands formerly owned by Peterson Independent School District No. 232, also or formerly known as Independent School District No. 232 and Joint Independent School District No. 232, in the City of Peterson in Fillmore County, Minnesota. Said Peterson Independent School District No. 232 has ceased to exist, being consolidated with the Rushford Independent School District, said consolidated entity now known as Independent School District No. 239.

B. At a time prior to the consolidation of Peterson Independent School District No. 232 and the Independent School District of Rushford, the School Board of Peterson Independent School District determined to transfer, to the City of Peterson, certain of school lands, subject to certain terms and stipulations.

C. Independent School District No. 239 wishes to make a good and valid conveyance to the City of Peterson, of certain school lands, it having been determined that said conveyance is in the best interests of the Independent School District No. 239. This agreement is entered into in order to memorialize all the terms and conditions of said proposed conveyance, including all rights and responsibilities of the parties hereto.

COVENANTS

NOW THEREFORE, the parties hereto agree as follows:

1. Conveyance of Real Estate. The District will deed to the City of Peterson, by good and sufficient quit claim deed, preceded by all necessary

resolutions in recordable form, the following described property:

See Exhibit "A" annexed hereto and incorporated herein by reference.

This conveyance is made upon all the terms and conditions herein.

2. Non-merger of Conditions. All conditions herein shall not merge with the deed of conveyance referred to in paragraph 1 above, but shall survive said deed and be enforceable between the parties hereto, as well as their successors and assigns.

3. Consideration. The consideration for the transfer referred to in paragraph 1 shall be \$1.00 paid by the City of Peterson to the School District, as well as the consideration of mutual covenants contained herein. The City of Peterson shall also pay all costs of the real estate transaction, including the cost of the District having its legal counsel review, negotiate for, or draft documents relating to any matters preceding the actual quit claim deed and related real estate transfer documents. Payment shall be made 45 days after submission of the billings for said cost. Thus, the City shall be responsible for drafting the quit claim deed, the appropriate resolutions to precede the quit claim deed, paying the deed tax and recording fees, securing necessary surveys, and any abstracting costs for abstracting services that the City may wish to incur.

4. District's Use of Premises. Upon receipt of the quit claim deed from the District as referred to in paragraph 1 above, the City will have possession of the premises. However, the City will allow the District to use the softball field on the premises, the parking area thereon, and all roadways, whenever such are needed during the school year. Such use shall be allowed at no cost. The school year shall be defined as the regular school year, not summer school. However, in the summer, the District can still use the premises if it gives the City at least ten (10) days advance notice, but not to exceed twenty (20) days advance notice, of its intent to use the premises, and as long as no one has

secured prior permission to use the premises prior to the District's request. The District agrees to leave the softball field and surrounding area on the premises in the same condition as it was when the District's use began.

5. Football Field. The District will allow the City to use the football field and all surrounding area located on the premises described on Exhibit "B" annexed hereto and incorporated herein by reference. These premises are also known as plot 2. This use shall be limited to the summer months only, and shall not include the regular school year. The use is limited to that for public purposes. There will be no charge to the City for this use. The City agrees to leave the area in the same condition as when the City came to use it.

6. Insurance. Whenever the City has an activity or function on plot 2, the City will have full insurance coverage for those activities on that plot. Likewise, whenever the School District shall have a function or activity on plot 1, the School District will have full insurance coverage for said activity or function. These insurance coverages shall be public liability insurance policies. These policies shall name both parties as named insureds. Each party shall be allowed to inspect proof of said coverages so as to confirm the adequacy and nature of said coverages.

7. Mowing and Maintenance. Both the District and the City agree to mow and maintain their respective plots, which means that they shall keep their respective plots at a level at least equal to the level of mowing and maintenance maintained in the past. In the event either party fails to maintain or mow their plot as required herein, the other party can mow that or maintain that plot and bill the responsible party for the cost thereof.

8. Option in Favor of the City. Should the District ever choose to lease or sell the land, or any part thereof, referred to as plot 3 and Exhibit "C" (consisting of all land except for Exhibit "A" and Exhibit "B" lands) herein, the District shall honor the option, hereby given to the City, to purchase said

plot 2 (Exhibit "B" land) for the sum of One Hundred Dollars (\$100.00). The City shall exercise its option to purchase within sixty (60) days, said sixty (60) days to commence from the date of mailing, to the City Clerk of the City of Peterson, of the District's resolution to lease or sell the property. Even though the District may choose to lease the property, the City still has the option to purchase the property, and is not limited to only a lease or rental of the premises. There shall be no additional consideration required for the granting of this option, but the City shall however be responsible for all transfer costs associated with the transfer by the District to the City of this property covered by this option. Thus, the City shall pay all attorney's fees necessary for the real estate transaction, all deed costs, including drafting costs, deed tax cost, and recording fees. In addition, if a survey is needed, the City will agree to pay that cost as well. If the City chooses to examine the title to the premises, it may do so by securing an abstract of title at its own cost. It is the intention of the parties that the transaction or conveyance following the exercise of the option be completed within sixty (60) days or as agreed upon between the parties. The City shall pay One Hundred Dollars (\$100.00) at the time the District tenders its deed of conveyance. The District shall convey the premises by good and sufficient quit claim deed, preceded by all necessary resolutions and procedures necessary to vest good and marketable title to the premises to the City.

9. District's Reacquisition of Property. Should the District, at any time prior to its sale, or prior to its leasing for five (5) non-consecutive or consecutive years, of the Peterson School building, or any other portion of the plot 3 (Exhibit "C") property, need to reacquire any land hereunder, for the purpose of operating classroom facilities, and any campus area related thereto, this clause 9. hereof shall become effective. In that event, at any time prior to said sale or leasing by the District, the District may request that the City convey back that portion of the real estate as is necessary to operate said classroom

facilities and campus area related thereto. Said conveyance shall be without any consideration except the mutual covenants and conditions of this entire Agreement, except the District shall pay all costs attendant to said transfer, including but not limited to attorney's fees, survey fees, transfer tax and recording fees.

10. Reversionary Clause. The parties agree that the District may insert, in its deed of conveyance to the Exhibit "A" property referred to herein, a reversionary clause. This reversionary clause shall result in the property being conveyed reverting back to the District, automatically, if the City fails to use the Exhibit "A" premises for public purposes. For the purposes of this agreement, public purposes shall include but not be limited to recreational purposes for the general public. However, in the event the District should lease or sell the school building, or any portion of the plot 3 property, on which the school is located, the reversionary clause shall automatically lapse and terminate. Because the reversionary clause will become part of the language of the deeds, the reversionary clause shall automatically lapse, without need for recording of any other document or instrument whatsoever, upon the recording of any lease or deed, by the District, for any portion of the plot 3 property. The District will, however, upon lapse of the reversionary clause, sign all documents necessary to evidence its relinquishment. Likewise, in order to evidence the cessation of any interest by the City in the property in the event of the reversion to the District, the City will sign all documentation necessary to evidence its cessation of interest in the premises as a result of said reversion.

11. Remedies. In the event of the default of any term of this Agreement, the parties agree to submit all disputes to binding arbitration, which shall be governed by rules provided by Minnesota Statute and the American Arbitration Association.

12. Intent of the Parties. The parties covenant to sign and deliver all

documents necessary to carry out the spirit and intent of this Agreement.

13. Binding Effect. This Agreement is binding upon the parties hereto, as well as their successors, representatives and assigns.

14. Complete Agreement. This Agreement constitutes the complete and entire understanding between the parties, which may not be altered or modified except upon subsequent written Agreement entered into between the parties.

SIGNED IN DUPLICATE

CITY OF PETERSON

By Richard Lee

Its Mayor



Attested by:

Paul Benson
City Clerk/Treasurer

INDEPENDENT SCHOOL DISTRICT NO. 239

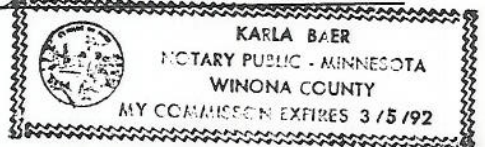
By: Lester Ludwig
Its Chairperson

By Miko Larson
Its Clerk

STATE OF MINNESOTA)
(ss.
County of Fillmore)

The foregoing instrument was acknowledged before me this 13th day of June, 1991, by Richard Lee and Paul Benson the Mayor and Clerk/Treasurer of the City of Peterson, a political subdivision under the laws of the State of Minnesota, on behalf of the City of Peterson.

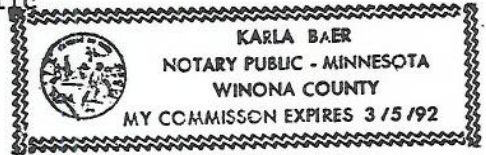
Karla Baer
Notary Public



STATE OF MINNESOTA)
(ss.
County of Fillmore)

The foregoing instrument was acknowledged before me this 13th day of June, 1991, by Les Ladewig and Mike Larson, the Chairperson and Clerk of Independent School District No. 239, a Minnesota Corporation, on behalf of the Independent School District No. 239.

Karla Baer
Notary Public



This instrument was drafted by:

Thomas M. Manion, Jr.
HERRICK & MANION, ATTORNEYS AT LAW
600 Kenilworth South
Lanesboro, Minnesota 55949-0420

264123

Office of County Recorder
County of Fillmore, Minn.

I hereby certify that the within instrument was filed in this office for record on the 13th day of June A.D. 19 91 at 3:10 o'clock P. M., and was duly recorded in book 181 of MTGES on page 1276.

C. H. Lindahl
County Recorder
By Paul G. Murphy Deputy

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Legal Description for Parcel I, otherwise known as Plot One or Exhibit "A" lands.

That part of the following described parcel . . .

That part of the SE 1/4 NE 1/4 of Sec. 30-104-8, described as follows: Beginning at a point 508 feet North of the SE Corner of the said SE 1/4 NE 1/4 of Sec. 30-104-8, running thence North 78 degrees 30 minutes West 1159 feet to a point 20 feet East of the Railway right of way; running thence North 11 degrees 30 minutes East 380 feet; running thence South 78 degrees 30 minutes East 1135 feet; running thence South 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Peterson, described as follows: Beginning at the SE corner of the SE 1/4 NE 1/4 of Sec. 30-104-8; thence on an assumed bearing of North and along the East line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 508 feet; thence North 78 degrees 30 minutes West a distance of 1169.97 feet; thence South 3 degrees 14 minutes West, a distance of 561.70 feet to the South line of the SE 1/4 NE 1/4 of said Sec. 30; thence South 89 degrees 29 minutes East and along the South line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 1187.79 feet to the SE Corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less.

. . . which lies Westerly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence South 89 degrees 14 minutes 32 seconds West (assumed bearing) along the South line of said SE 1/4 NE 1/4, 830.06 feet to the point of beginning of said line to be herein described; thence North 02 degrees 54 minutes 08 seconds West, 664.90 feet; thence North 88 degrees 30 minutes 20 seconds West, 138.51 feet; thence North 00 degrees 43 minutes 08 seconds East, 217.25 feet more or less to the South line of Outlot 11 or its Westerly extension thereof and there terminating. Parcel 1 contains 6.5 acres, more or less. Subject to easements of record.

Legal Description For Parcel II, otherwise known as Plot Two, otherwise known as Exhibit "B" lands.

That part of the following described parcel . . .

That part of the SE 1/4 NE 1/4 of Sec. 30-104-8, described as follows: Beginning at a point 508 feet North of the SE Corner of the said SE 1/4 NE 1/4 of Sec. 30-104-8, running thence North 78 degrees 30 minutes West 1159 feet to a point 20 feet East of the Railway right of way; running thence North 11 degrees 30 minutes East 380 feet; running thence South 78 degrees 30 minutes East 1135 feet; running thence South 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Peterson, described as follows: Beginning at the SE corner of the SE 1/4 NE 1/4 of Sec. 30-104-8; thence on an assumed bearing of North and along the East line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 508 feet; thence North 78 degrees 30 minutes West a distance of 1169.97 feet; thence South 3 degrees 14 minutes West, a distance of 561.70 feet to the South line of the SE 1/4 NE 1/4 of said Sec. 30; thence South 89 degrees 29 minutes East and along the South line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 1187.79 feet to the SE Corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less.

. . . which lies Easterly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence South 89 degrees 14 minutes 32 seconds West (assumed bearing) along the South line of said SE 1/4 NE 1/4, 830.06 feet to the point of beginning of said line to be herein described; thence North 02 degrees 54 minutes 08 seconds West, 664.90 feet; thence North 88 degrees 30 minutes 20 seconds West, 138.51 feet; thence North 00 degrees 43 minutes 08 seconds East, 217.25 feet more or less to the South line of Outlot 11 or its' Westerly extension thereof and there terminating; . . . and which lies Southwesterly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence North 02 degrees 20 minutes 34 seconds West (assumed bearing) along the East line of said SE 1/4 NE 1/4, 612.43 feet to the point of beginning of said line to be herein described; thence North 89 degrees 18 minutes 20 seconds West, 573.06 feet; thence North 00 degrees 26 minutes 13 seconds East, 246.57 feet more or less to the South line of Outlot 11 or its' Easterly extension thereof and there termination. Parcel 2 contains 14.1 acres, more or less. Subject to easements of record.

Legal Description for Parcel III, otherwise known as Plot Three or Exhibit "C" lands.

Commencing at a point which is 183 feet south, 79°30' east from the northeast corner of Outlot No. 4 in P. P. Hasleruds and Thorkel Olsen's survey of Out-lots in Sec. 30-104-8; thence south along center of highway 300 feet, thence east 200 feet, thence north 300 feet to highway, thence west along said highway 200 feet to place of beginning, all situate in Sec. 29-104-8.

That part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8, described as follows: Beginning at a point 508 feet north of the southeast corner of the said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8, running thence north 78°30' west 1159 feet to a point 20 feet east of Railway right-of-way; running thence north 11°30' east 380 feet; running thence south 78°30' east 1135 feet; running thence south 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Peterson, described as follows; beginning at the southeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30-104-8; thence on an assumed bearing of north and along the east line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30, a distance of 508 feet; thence north 78°30' west a distance of 1169.97 feet; thence south 3°14' west, a distance of 561.70 feet to the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30; thence south 89°29' east and along the south line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec. 30, a distance of 1137.79 feet to the southeast corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less. Also all of Lots 1, 2 and 3 in Block 3, Hiller Addition to the Village of Peterson, excepting therefrom the following: Commencing at the northeast corner of Lot 3 in Block 3, Hiller Addition to the City of Peterson, said lot being adjacent to Victory Street, thence west along the north line of said Block 156', thence south along the west line of Lot 1 in said Block 125', thence west along a bearing consistent with the south line of said Lot 75', thence south 270', thence east to the east section line of Sec. 30, thence north 270', thence west along the south line of Lots 4 through 1 of Block 4, Hiller Addition to the City of Peterson 257', thence north along the west line of said Lot 1 125', thence west 66' to place of beginning.

EXCEPTING THEREFROM the legal description for Parcel I, otherwise known as Plot One or Exhibit "A" lands, and Parcel II, otherwise known as Plot Two or Exhibit "B" lands, described respectfully as follows:

Legal Description for Parcel I, otherwise known as Plot One or Exhibit "A" lands.

That part of the following described parcel . . .

That part of the SE 1/4 NE 1/4 of Sec. 30-104-8, described as follows: Beginning at a point 508 feet North of the SE Corner of the said SE 1/4 NE 1/4 of Sec. 30-104-8, running thence North 78 degrees 30 minutes West 1159 feet to a point 20 feet East of the Railway right of way; running thence North 11 degrees 30 minutes East 380 feet; running thence South 78 degrees 30 minutes East 1135 feet; running thence South 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Peterson, described as follows: Beginning at the SE corner of the SE 1/4 NE 1/4 of Sec. 30-104-8; thence on an assumed bearing of North and along the East line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 508 feet; thence North 78 degrees 30 minutes West a distance of 1169.97 feet; thence South 3 degrees 14 minutes West, a distance of 561.70 feet to the South line of the SE 1/4 NE 1/4 of said Sec. 30; thence South 89 degrees 29 minutes East and along the South line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 1137.79 feet to the SE Corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less.

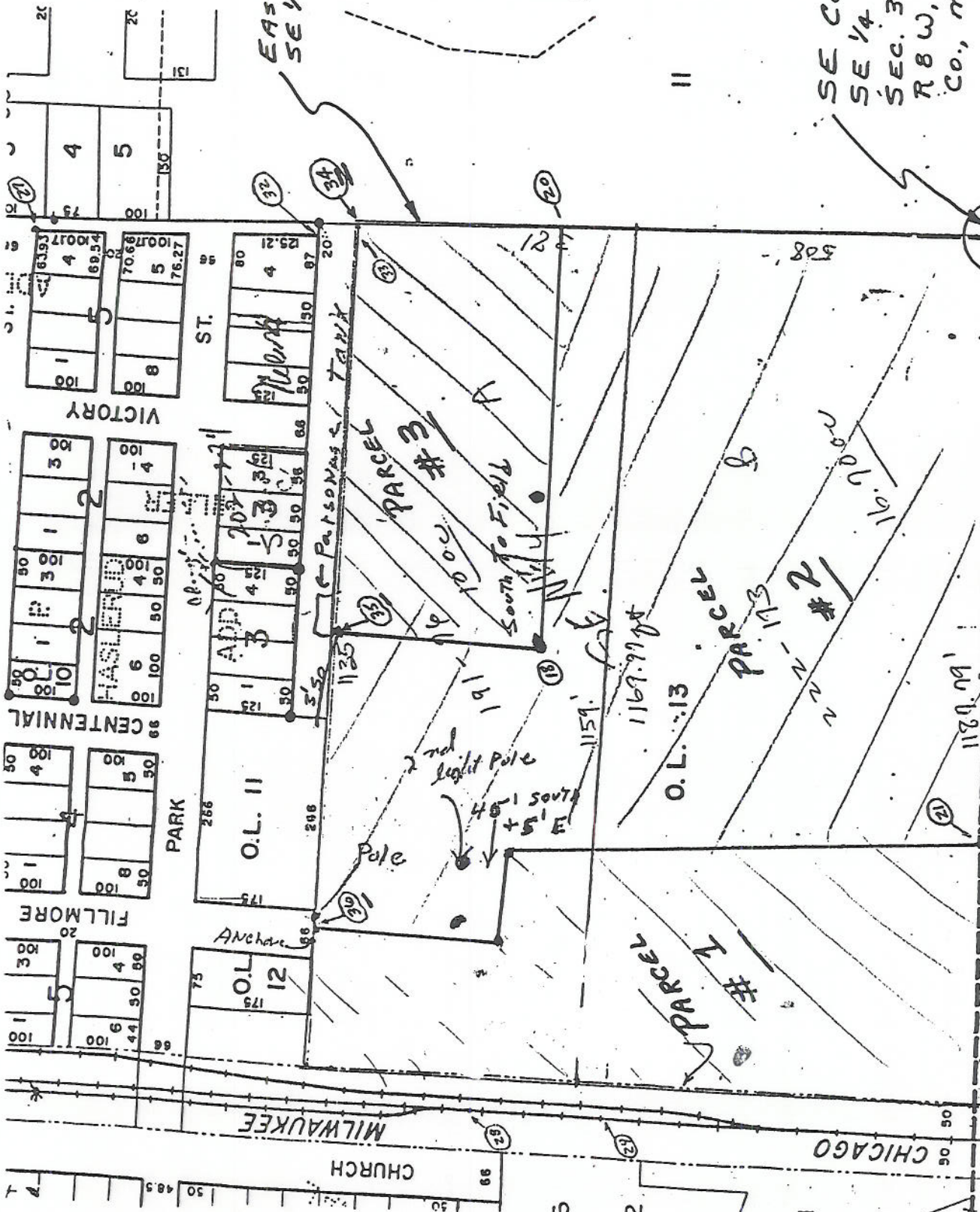
. . . which lies Westerly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence South 89 degrees 14 minutes 32 seconds West (assumed bearing) along the South line of said SE 1/4 NE 1/4, 830.06 feet to the point of beginning of said line to be herein described; thence North 02 degrees 54 minutes 08 seconds West, 664.90 feet; thence North 88 degrees 30 minutes 20 seconds West, 138.51 feet; thence North 00 degrees 43 minutes 08 seconds East, 217.25 feet more or less to the South line of Outlot 11 or its Westerly extension thereof and there terminating. Parcel 1 contains 6.5 acres, more or less. Subject to easements of record.

Legal Description For Parcel II, otherwise known as Plot Two, otherwise known as Exhibit "B" lands.

That part of the following described parcel . . .

That part of the SE 1/4 NE 1/4 of Sec. 30-104-8, described as follows: Beginning at a point 508 feet North of the SE Corner of the said SE 1/4 NE 1/4 of Sec. 30-104-8, running thence North 78 degrees 30 minutes West 1139 feet to a point 20 feet East of the Railway right of way; running thence North 11 degrees 30 minutes East 380 feet; running thence South 78 degrees 30 minutes East 1135 feet; running thence South 381 feet to place of beginning, containing 10 acres, more or less. Also, that part of Outlot 13 in the Village of Peterson, described as follows: Beginning at the SE corner of the SE 1/4 NE 1/4 of Sec. 30-104-8; thence on an assumed bearing of North and along the East line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 508 feet; thence North 78 degrees 30 minutes West a distance of 1169.97 feet; thence South 3 degrees 14 minutes West, a distance of 561.70 feet to the South line of the SE 1/4 NE 1/4 of said Sec. 30; thence South 89 degrees 29 minutes East and along the South line of the SE 1/4 NE 1/4 of said Sec. 30, a distance of 1187.79 feet to the SE Corner of the said Sec. 30 and the point of beginning containing 16.70 acres more or less.

. . . which lies Easterly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence South 89 degrees 14 minutes 32 seconds West (assumed bearing) along the South line of said SE 1/4 NE 1/4, 830.06 feet to the point of beginning of said line to be herein described; thence North 02 degrees 54 minutes 08 seconds West, 664.90 feet; thence North 88 degrees 30 minutes 20 seconds West, 138.51 feet; thence North 00 degrees 43 minutes 08 seconds East, 217.25 feet more or less to the South line of Outlot 11 or its Westerly extension thereof and there terminating; . . . and which lies Southwesterly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 30, Township 104 North, Range 8 West, Fillmore County, Minnesota; thence North 02 degrees 20 minutes 34 seconds West (assumed bearing) along the East line of said SE 1/4 NE 1/4, 612.43 feet to the point of beginning of said line to be herein described; thence North 89 degrees 18 minutes 20 seconds West, 573.06 feet; thence North 00 degrees 26 minutes 13 seconds East, 246.57 feet more or less to the South line of Outlot 11 or its Easterly extension thereof and there termination. Parcel 2 contains 14.1 acres, more or less. Subject to easements of record.



EAST LINE
SE 1/4 NE 1/4

SE COR.
SE 1/4 NE 1/4
SEC. 30, T104N
R 8 W, FILLMORE
CO., MN.

SOUTH LINE
SE 1/4 NE 1/4

N 89-14-32 E
1214.79'

O.L. #13

PARCEL #3

PARCEL #2

PARCEL #1

CHURCH
MILWAUKEE
CHICAGO

VICTORY

CENTENNIAL

PARK

ANCHOR

O.L. #11

FILLMORE

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