

420322

Form No. 9-M - WARRANTY DEED  
Corporation or Partnership to  
Corporation or Partnership

Minnesota Uniform Conveyancing Blanks (1978)

No delinquent taxes and transfer entered; Certificate of Real Estate Value (X) filed ( ) not required  
Certificate of Real Estate Value No. 1217  
June 9, 19 99  
J. Cooley  
County Auditor  
by T. Bohner  
Deputy

STATE OF MINNESOTA ss.  
County of Goodhue  
Office of County Recorder  
This is to certify that the within instrument was filed for record in this office at Red Wing, on the 9th day of June, A.D. 19 99 at 11:00 o'clock A.M., and that the same was duly recorded in Goodhue County Records.  
CRAIG A. ANDERSON  
County Recorder  
By \_\_\_\_\_  
Deputy  
GCAC

420322

pd. \$19.50

STATE DEED TAX DUE HEREON: \$ 4950.<sup>00</sup>  
Date: 6/8, 19 99

(reserved for recording data)

FOR VALUABLE CONSIDERATION, FAIRVIEW RED WING HEALTH SERVICES ("Medical Developer")  
\_\_\_\_\_, a nonprofit corporation under the laws of  
Minnesota, Grantor, hereby conveys and warrants to RED WING PORT AUTHORITY, a  
Development Agency ("General Developer")  
\_\_\_\_\_, Grantee, a  
public body corporate and politic under the laws of Minnesota, real property in  
Goodhue County, Minnesota, described as follows:

on the attached Exhibit A, subject to the deed restrictions on that portion of the real property set forth on Exhibit B ("Parcel 2"), for the benefit of that portion of the real property set forth on Exhibit C ("Parcel 1"), as created by the attached Exhibit D,

OFFICE OF COUNTY RECORDER  
GOODHUE COUNTY, MN  
 WELL CERTIFICATE RECEIVED

(If more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:  
See Exhibit E attached.

\$ 4950.<sup>00</sup>  
Deed Tax Amount  
6/9/99 137254  
Affix Deed Tax Stamp Here  
\_\_\_\_\_  
County Auditor  
Deputy

FAIRVIEW RED WING HEALTH SERVICES  
By [Signature]  
Its PRESIDENT/CEO  
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF Goodhue } ss.

The foregoing was acknowledged before me this 8th day of June, 19 99,  
by [Signature] and \_\_\_\_\_,  
the PRESIDENT/CEO and \_\_\_\_\_,  
of FAIRVIEW RED WING HEALTH SERVICES, a nonprofit corporation  
under the laws of Minnesota, on behalf of the nonprofit corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)  
WENDY B. ETHEN  
NOTARY PUBLIC-MINNESOTA  
My Commission Expires Jan. 31, 2000

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):  
Red Wing Port Authority  
433 West Third Street  
Suite 200  
P. O. Box 244  
Red Wing, MN 55066  
Attn: Executive Director

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):  
Dorsey & Whitney LLP MEH  
Pillsbury Center South  
220 South Sixth Street  
Minneapolis, Minnesota 55402

OR 947650

EXHIBIT A TO WARRANTY DEED  
Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 1; Lot 1, Block 2; Lots 1 and 2, Block 3; Lots 1, 2, and 3, Block 4; and Outlots A, B, C, D, E and F; Med Tech Park Subdivision, according to the plat thereof on file and of record in the office of the Goodhue County Recorder.

EXHIBIT B TO WARRANTY DEED  
Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1; Lots 1 and 2, Block 3; Lots 1 and 3, Block 4; and Outlots A, B, C, D, E and F; Med Tech Park Subdivision, according to the plat thereof on file and of record in the office of the Goodhue County Recorder.

## EXHIBIT D to WARRANTY DEED

1. Deed Restriction. By acceptance of this Warranty Deed, the General Developer covenants and agrees that Parcel 2 may not be used for Health Care Uses (as defined below).

“Health Care Uses,” as used herein, means the provision or sale of medical or medically-related services or products including, but not limited to, acute care or hospital inpatient or outpatient or emergency services; general medical, specialty medical or physician care, clinics, services, products or programs; medical surgery, behavioral health or chemical dependency services, laboratory services, diagnostic services, infusion services, dialysis, imaging, urgent care, sanatoriums, skilled nursing care, board and care facilities, wellness programs, family planning services, medical education, medical research, assisted living, pharmacy, optical or ophthalmology, home healthcare, durable medical equipment, physical therapy, physical rehabilitation, sports medicine, medical offices, chiropractic services, dentistry, orthodontial services, so-called “alternative medicine” including, without limitation, acupuncture and acupressure; and administration or support services related to any of the above, but **excluding** the manufacture, assembly, distribution, warehousing or sale at wholesale of, or research and development with respect to, drugs, medicines or medical devices regulated by the United States Food and Drug Administration or wellness programs provided by employers exclusively for their employees.

Upon written request by the General Developer, Medical Developer may, at its option, waive any of the exclusive uses (on a one time or permanent basis) set forth above to permit such uses on Parcel 2, which waiver shall be in writing and in recordable form.

With respect to wellness programs, optical services, chiropractic services, dentistry, orthodontial services and so-called “alternative medicine,” Medical Developer, upon written request of the General Developer, shall waive its exclusive (on a one time basis only) for any of such uses the General Developer desires to locate on Parcel 2, if Medical Developer is not then engaging in such uses on Parcel 1 and does not intend to initiate any such requested uses on Parcel 1 within the next two (2) years (or within two (2) years after the completion of the Minimum Improvements, if the General Developer makes a written request prior to completion of the Minimum Improvements), provided Medical Developer determines that such uses proposed by the General Developer will not be detrimental to Medical Developer’s operations on Parcel 1, which determination shall be made reasonably. Medical Developer shall demonstrate its intention to initiate any requested use (except assisted living requested more than two (2) years after completion of the Minimum Improvements, which is addressed below) by delivering to the General Developer any of the following: (i) an excerpt from Medical Developer’s strategic plan mentioning the initiation of such use; (ii) an excerpt from Medical Developer’s internal memoranda mentioning the initiation of such use; (iii) architectural sketches, plans or renderings relating to such use; or (iv) any other documentation or evidence that reasonably demonstrates Medical Developer’s intention to initiate such use within the applicable period.

EXHIBIT E to WARRANTY DEED

1. Real estate taxes payable in calendar year 2000 and thereafter.
2. Deferred assessments.
3. Utility and drainage easements as shown on the recorded plat of Med Tech Park Subdivision.
4. Restrictions, covenants and conditions contained in that certain Declaration of Covenants, Conditions and Restrictions, dated \_\_\_\_\_, filed \_\_\_\_\_, as Document No. \_\_\_\_\_.
5. Terms, conditions, provisions and easements contained in that certain Ponding Easement and Maintenance Agreement, dated \_\_\_\_\_, filed \_\_\_\_\_, as Document No. \_\_\_\_\_ by and between the City of Red Wing, the Red Wing Port Authority, a Development Agency, and Fairview Red Wing Health Services.
6. Easement for electric power line purposes over part of premises together with incidental rights granted to Northern States Power Company, a Wisconsin Corporation, as evidenced by instrument dated May 23, 1947, filed May 23, 1947, in Book 79 of Miscellaneous Records, page 146, as assigned to Northern States Power Company, a Minnesota Corporation by Warranty Deed dated September 30, 1960, filed October 5, 1960, in book C-10 of Deeds, page 105 and partially released and located by Partial Release of Easement dated October 8, 1993, filed October 19, 1993, as Document No. 368197.
7. Easement for town road along a portion of the dedicated Tyler Road South as indicated by the historic legal descriptions and the County Auditor's Map.
8. Easement for roadway purposes over part of premises for the benefit of the premises to the North as evidenced by Easement dated December 10, 1986, filed January 29, 1987, as Document No. 310224.
9. Survey dated November 1, 1993 by Johnson, Scofield and Rehder, Inc. Land Surveyors indicates that part of Outlot D and the dedicated Tyler Road South located in the Northeast Quarter of the Southwest Quarter of Section 26, Township 113, Range 15 overlaps the premises to the North by approximately 80 feet.
10. Survey dated November 1, 1993 by Johnson, Scofield and Rehder, Inc. Land Surveyors indicates that part of Outlot A and Lots 2, 3, and 4, Block 1 located in the Northwest Quarter of the Southeast Quarter of Section 26, Township 113, Range 15 overlaps the premises to the West by approximately 10 feet.

FILED FOR RECORD THIS 9th day of June, 1999, at 11:00 A.M.