pt NW-SW
01.27.32.032199 } 27-106-11
pt SW-SW
01.27.32.032199
01.27.42.032190
01.27.33.050589
01.27.33.077157

pt NE-SE } 28-106-11
pt SE SE
01.28.41.032208
01.28.44.032209

Doc No. A- 1472414
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office for record on --May 22, 2019 8:41 AM
W. MARK KRUPSKI - Co. Recorder by deputy: ms
Well Certificate: _____ Abstract: _____ Fee: $46.00

PWSC
1188 50TH ST SE
ATT:JEREMY DOUGLAS
ROCHESTER, MN 55904

COVER SHEET

May 22nd, 2019

DOCUMENT TYPE: HIGHWAY EASEMENT

NAME: OLMSTED COUNTY PUBLIC WORKS

RETURN TO: Jeremy Douglas, PWSC

LEGAL DESCRIPTION:

(See Attached)

Cover sheet added by Public Works for Recording Purposes

No Cvhg

PWSC
5-22-19
MS

PREPARED BY _____

CHECKED BY _____

HIGHWAY EASEMENT

Bernelda W. Busian, widow

Grantor....., *of* County of Olmsted, *Minnesota, for and in consideration of*

Three hundred and fifteen - - - - - - - - - - *Dollars* ($315.00) *receipt of which is hereby acknowledged,*

hereby convey.....and warrant.....to the County of Olmsted grantee, for highway purposes, together with the unrestricted right to improve the same, free and clear of all incumbrances, the following described real estate in the County of Olmsted in the State of Minnesota:

All that part of the following described tracts: the west half of the southwest quarter ($W\frac{1}{2}$-$SW\frac{1}{4}$) of section twenty-seven (Sec. 27) and the east half of the southeast quarter ($E\frac{1}{2}$-$SE\frac{1}{4}$) of section twenty-eight (Sec. 28) all in township one hundred six north, range eleven west (T108N-R11W) which lies within a distance of fifty (50.0) feet on either side of the following described centerline of County State Aid Highway number ten (CSAH #10).

Beginning at the Southwest Corner of Said Section twenty-seven (Sec. 27) north along the west boundary of the southwest quarter ($SW\frac{1}{4}$) of said section twenty-seven (Sec. 27) thereof two thousand six hundred thirty-three and two tenths (2633.20) feet and there terminating.

Containing two and six hundredths (2.06) acres more or less in addition to the existing highways.

Together with the right to construct and maintain so long as County State Aid Highway number ten (CSAH #10) shall be maintained in the above described location a backslope or embankment of approximately four to one (4:1) slope on either side of the above described right-of-way as it runs over and across the above described tract. Said slope not to exceed a distance of sixteen (16.0) feet from the right-of-way line and the use by the County shall be restricted to and for the purpose hereinbefore described.

herself

And the said grantor....., for ~~themselves, their~~ heirs, executors 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 continuance of this easement, and does hereby grant and convey to the County of Olmsted all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon.

And the said grantor....., for ~~themselves, their~~ herself heirs, executors and assigns do..... hereby release the County of Olmsted its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, and use of a public highway over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the County of Olmsted shall have the right to use and remove all earth and other materials lying within the parcel of land hereby conveyed and the right to construct and maintain, upon the lands adjoining the parcel hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

herself

And the said grantor....., for ~~themselves, their~~ heirs, executors and assigns, do..... further convenant never to construct, erect, or maintain or allow or suffer any other person to construct, erect or maintain any sign or bill board or other advertising device upon the lands adjoining the parcel hereby conveyed, closer than one hundred (100) feet from the said premises unless a permit therefor in writing shall have first been obtained from the County of Olmsted

Dated this 5th *day of* August, 1959

In presence of:

Bernelda W. Busian

Witness Leonard Olsen

Witness John Daigneau

STATE OF MINNESOTA
County of Olmsted } ss.

On this 5th day of August, 1959, before me personally appeared

Bernelda W. Busian

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

George R. Kerr

George R. Kerr, Notary Public
Olmsted County, Minnesota
My commission expires May 7, 1966.

NOTARIAL SEAL

I hereby certify that the within easement will convey to the ..... for highway purposes a good title to the land therein described, free and clear of all incumbrances.

I further approve said easement as to form and execution.

....., 19.....

.....
County Attorney.
Assistant Attorney General.

DEPARTMENT OF HIGHWAYS
(HIGHWAY EASEMENT)

.....
to
.....

STATE OF MINNESOTA } ss.
County of .....

Office of Register of Deeds.

I hereby certify that the within instrument was filed for record in this office on the ..... day of ....., 19.....
at .....o'clock.....M., and that the same was duly recorded in Book.....of.....
on page.....

.....
Register of Deeds.

By .....
Deputy.

RECORDER'S

CERTIFICATE OF REQUIREMENTS

NECESSARY FOR EASEMENT OVER AND ACROSS LAND IN OLMSTED COUNTY, MINNESOTA

I hereby certify to County of Olmsted that the fee title to the tract of land lying within the boundary lines of county highway No._____, as the same passes over and across; -
West 1/2-SW¼-Sec-27-Town-106-Range-11
and E½-SE¼ Sec-28-Town-106-Range-11

as said boundary lines appear on map thereof furnished me by the County Highway Department, is at this date good in the following named persons;

Name: Bernelda W. Busian, widow

Address:

Subject only to the following

none

I further certify that there are no judgments docketed in the office of the clerk of the district court of said county against any person who owns any interest in said tract, except:

none

I further certify that all taxes and assessments against said tracts are paid, except:

Sec-27 $542.26
28 408.16

I further certify that a properly executed Easement signed by the following named owners:

Bernelda W. Busian, widow

will give to the County of Olmsted a good and sufficient title for purposes of the hereinbefore described tract of land.

Dated at Rochester, Minnesota January 14, 1959

Tom Moore
Register of Deeds

AGREEMENT

This agreement made this fifth day of August, 1959, by and between Bernelda W. Busian, hereinafter identified as party of the first part, grantor in that certain highway easement to the County of Olmsted and State of Minnesota dated the fifth day of August, 1959, and the County of Olmsted, Minnesota, party of the second part.

WHEREAS, first party has this day executed and delivered a highway easement to the County of Olmsted for the improvement of County State Aid Highway #10, and,

WHEREAS, the County of Olmsted has agreed in addition to the cash payment for the lands acquired, to make certain improvements on the land of the first party.

NOW, THEREFORE, it is agreed by and between the parties that for and in consideration of the execution of the highway easement by the party of the first part, that the second party will furnish all labor necessary to replace the line fences adjacent to County State Aid Highway #10 and in addition thereto, second party will repair the farm drive leading from said highway and surface said drive with a three inch crushed rock surfacing and will add sufficient fill to said farm drive to raise said drive to the level of the improved highway and in addition thereto second party agrees to install a culvert under the farm drive as it leads from said improved highway, and it is specifically understood and agreed that the repairs of the fences, repairs of the farm drive and installation of the culvert will be without any cost or expense to first party.

In presence of:

George R. Klein

JoAnn Daigneau

Olmsted County, Minnesota

By Arthur Schellhammer
Arthur Schellhammer,
Assistant Highway Engineer

Bernelda W. Busian
Bernelda W. Busian