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Doc No. A- 1531817
OFFICE OF COUNTY RECORDER
OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office for record on --April 12, 2021 9:40 AM
W MARK KRUPSKI - Co Recorder
Well Certificate _____ Abstract _____ by deputy ms
Fee: $46.00

PWSC
1188 50TH ST SE
ATT DALE PRESTEGARD
ROCHESTER, MN 55904

COVER SHEET

March 31, 2021

DOCUMENT TYPE: EASEMENT

OLMSTED COUNTY PUBLIC WORKS

RETURN TO: Dale Prestegard, PWSC

LEGAL DESCRIPTION: CSAH 8

Part of the North Half of the Southwest Quarter of Section 32, Township 106 North, Range 14 West

See attached easement for full description

Cover sheet added by Public Works for Recording Purposes

No Chg

4-12-21
PWSC
Dale Prestegard
ms

No. 2618—Highway Easement—(Revir 1939) Miller-Davis Co., Minneapolis, Minn.

Prepared by .....

Checked by .....

HIGHWAY EASEMENT

M. P. Kostel and Selma L. Kostel

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

One and no/100----------*Dollars ($* 1.00 ...)

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 north half of the southwest quarter (N½-SW¼) of Section thirty two (Sec 32) township one hundred six north range fourteen west (T106N-R14W) which lies within a distance of fifty (50.0) feet on the west side of the following described centerline of County State Aid Highway number eight (CSAH #8).

From the South Quarter Corner of Said Section thirty two (Sec 32) north along the west boundary of Southwest quarter (SW¼) thereof one thousand three hundred twenty one and eight tenths (1321.8) feet for a place of beginning of the centerline to be described; thence in a prolongation of the above described course one thousand three hundred twenty one (1321.0) feet and there terminating.

Containing fifty two hundredths (0.52) 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 eight (CSAH # 8) shall be maintained in the above described location a backslope or embankment or approximately four to one (4:1) slope on the west 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.

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 hereon.

And the said grantor....., for themselves, their 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.

And the said grantor....., for themselves, their heirs, executors and assigns, do..... further covenant 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

The consent of the undersigned mortgagee to the within easement is hereby given this 24th day of June, 1959.

Dated this ... 12 ..... *day of* ..... , *19* 59

In presence of:

Witness .....

Witness .....

Witness .....

Witness .....

THE FEDERAL LAND BANK OF SAINT PAUL

By: ..... Vice President

By: ..... Assistant Secretary

Joe B. Day

BANK OF SAINT PAUL

State of Minnesota, }ss.
County of Olmsted

On this 17th *day of* March, 19 59, *before me personally appeared*

M. P. and Selma L. Kostel

to me known to be the person s *described in and who executed the foregoing instrument, and acknowledged that* they *executed the same as* their *free act and deed.*

Evelyn M. Krueger
Notary Public
Olmsted County, Minn.
My Commission Expires Jan. 19, 1960

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.....

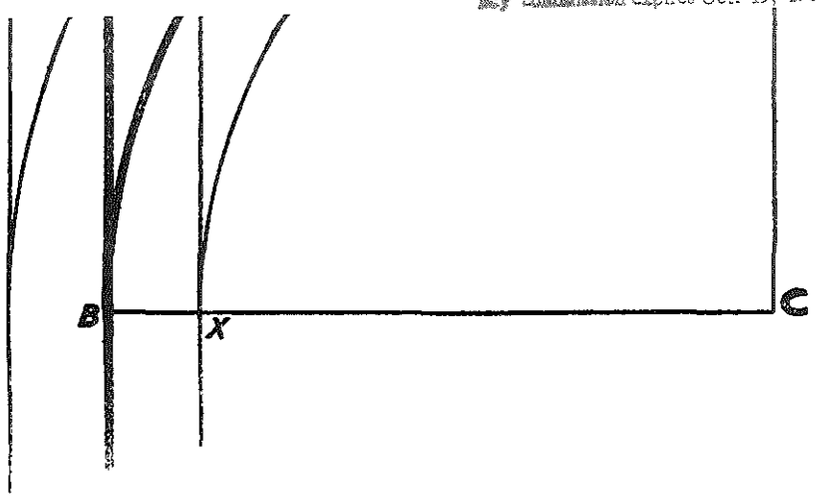
(County Attorney)
(Assistant Attorney General)

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

On this 24th day of June, 1959, before me, a notary public, personally appeared M. D. Avery and Joe B. Day to me personally known, and to me personally known to be officers, to-wit; ~~Vice~~ President and Assistant Secretary, respectively, of The Federal Land Bank of Saint Paul, a corporation, and to me personally known to be the persons who executed the within and foregoing instrument in behalf of said corporation as such officers, who being each by me duly sworn, did each for himself say that they are such officers of said corporation described in and which executed the within and foregoing instrument, that the seal affixed to the within and foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and said officers acknowledged said instrument to be the free act and deed of said corporation, and further acknowledged to me that said corporation executed the same.

G. HUMER,
Notary Public Ramsey County, Minn.
My commission expires Oct. 19, 1960

4498



C-X = ... *Ft.*

..... *Degree Curve*

..... *Acres of land required*

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 pages* .....

Register of Deeds.

By ..... *Deputy.*