OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

I hereby certify that this document was filed in this office on 2/10/2012 at 11:00 AM and was duly recorded as document number A- 1279876

W MARK KRUPSKI - Co Recorder, by_____ Deputy

Well Certifcate:____ Received ____ Not Required

Abstr - yes ___ no _____

Received from/return to:

OLMSTED COUNTY PUBLIC WORKS
ATT DALE PRESTEGARD
2122 CAMPUS DR SE
ROCHESTER MN 55904

Pt SW-SE → 31-108-13
83.31.43.046203

HIGHWAY EASEMENT

C.S. 5510 (63=59) 902
Parcel 337E
County of Olmsted

Date: 11/23/2012

For and in consideration of the sum of Seven Thousand Eight Hundred and 00/100 Dollars ($ 7,800.00), Kent D. Sleeper and Cindy J. Sleeper*, husband and wife, of Olmsted County, Minnesota, Grantors, hereby convey and warrant to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Olmsted County, Minnesota, described as follows:

*aka Cindy Sleeper

All of the following:

That part of the Southwest Quarter of the Southeast Quarter of Section 31, Township 108 North, Range 13 West, shown as Parcel 337E on Minnesota Department of Transportation Right of Way Plat Numbered 55-103 as the same is on file and of record in the office of the County Recorder in and for Olmsted County, Minnesota;

containing 0.33 acre, more or less;

together with other rights as set forth below, forming and being part of said Parcel 337E:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 337E by the temporary easement symbol, said easement shall cease on December 1, 2013, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.

Grantors, for themselves, their heirs, successors 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 continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantors do hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantors caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantors do not release any claims Grantors may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

APPROVED
FOR THE COMMISSIONER OF TRANSPORTATION
DIRECTOR, OFFICE OF LAND MANAGEMENT

2-10-2012
MS
Olmsted Pk

Nocha
Dale Prestegard

Kent D. Sleeper

Cindy Sleeper

STATE OF MINNESOTA)
)SS.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 23 day of January, 2012, by Kent D. Sleeper and Cindy J. Sleeper*, husband and wife. *aka Cindy Sleeper

NOTARY PUBLIC

DALE PRESTEGARD
Notary Public
Minnesota
My Commission Expires January 31, 2015

My commission expires: 1/31/2015

This instrument was drafted by the
State of Minnesota, Department of
Transportation, LEGAL AND PROPERTY
MANAGEMENT UNIT,
St. Paul, MN 55155-1800

CONSENT OF MORTGAGEE

C.S. 5510 (63=59) 902
Parcel 337E
County of Olmsted

Date: January 24, 2012

The undersigned, Peoples State Bank of Plainview, a corporation under the laws of the state of Minnesota, owner of a certain Indenture of Mortgage dated April 1, 1996, executed by Kent D. Sleeper, single, mortgagor, to the undersigned, mortgagee, and recorded in the office of the County Recorder in and for Olmsted County, Minnesota, on April 3, 1996, as Document No. 724290, covering the lands described in the attached Highway Easement granted to the State of Minnesota, does hereby for itself, its successors and assigns, consent thereto and agree that said mortgage shall be subject thereto.

PEOPLES STATE BANK OF PLAINVIEW

By _____
Gary A. Timm
Its Executive Vice President

And _____
Jeffrey Fry
Its Vice President

STATE OF MINNESOTA)
)SS.
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this 24th day of January, 2012, by Gary A. Timm and Jeffrey Fry, the Executive Vice President and Vice President of Peoples State Bank of Plainview, a corporation under the laws of the state of Minnesota, on behalf of the corporation.

_____
NOTARY PUBLIC

My commission expires: _____

JODIE WOLF
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

This instrument was drafted by the
State of Minnesota, Department of
Transportation, LEGAL AND PROPERTY
MANAGEMENT UNIT,
St. Paul, MN 55155-1800

CONSENT OF MORTGAGEE

C.S. 5510 (63=59) 902
Parcel 337E
County of Olmsted

Date: January 24, 2012

The undersigned, Peoples State Bank of Plainview, a corporation under the laws of the state of Minnesota, owner of a certain Indenture of Mortgage dated August 6, 2001, executed by Kent D. Sleeper, single, and Greg G. Sleeper, single, mortgagors, to the undersigned, mortgagee, and recorded in the office of the County Recorder in and for Olmsted County, Minnesota, on September 14, 2001, as Document No. 886514, covering the lands described in the attached Highway Easement granted to the State of Minnesota, does hereby for itself, its successors and assigns, consent thereto and agree that said mortgage shall be subject thereto.

PEOPLES STATE BANK OF PLAINVIEW

By _____
Gary A. Timm
Its Executive Vice President

And _____
Jeffrey Fry
Its Vice President

STATE OF MINNESOTA)
)SS.
COUNTY OF WABASHA)

The foregoing instrument was acknowledged before me this 24th day of January, 2012, by Gary A. Timm and Jeffrey Fry, the Executive Vice President and Vice President of Peoples State Bank of Plainview, a corporation under the laws of the state of Minnesota, on behalf of the corporation.

_____
NOTARY PUBLIC

My commission expires: _____

JODIE WOLF
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

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State of Minnesota, Department of
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