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

Prepared by.....

Checked by.....

HIGHWAY EASEMENT

LeRoy L. Millard and Vera M., his wife
and
William E. Stocker

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

One hundred sixteen and 25/100---------- *Dollars* ($ 116.25)
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:

And the said grantors, 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 grantors, 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 grantors, 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

Dated this 9th *day of* October, *19*48.

In presence of:

Witness Clifton C. Williamson — LeRoy L. Millard

Witness Nancy Peterson — Vera M. Millard

.....

All that part of the Southwest one-quarter ($SW\frac{1}{4}$) of Section fifteen (Sec. 15) Township one hundred six North Range eleven West (T106N-R11W) lying within a distance of fifty (50.0) feet of the centerline of State Aid Road number ten (S.A.R. #10) except a piece of land described as follows: Beginning at the Junction of the East line of Olmsted County Highway #10 at its junction with the Northerly line of U. S. Highway Number fourteen (U.S. #14) thence North along the East line of said County Highway #10 a distance of one hundred ten (110.) feet, thence East a distance of seventy-five (75.0) feet, thence South and parallel with said East line of County Highway #10 to the North line of said United States Highway number fourteen (U.S. #14).

Said centerline being described as follows: From the Southwest (SW) corner of Section fifteen (Sec. 15) Township one hundred six North Range eleven West (T106N-R11W) North along West boundary of said section to the Northwest (NW) corner of the Southwest one-quarter ($SW\frac{1}{4}$) of said Section fifteen (Sec. 15) and there terminating.

Excluding therefrom right-of-way of existing highways.

Comprising ninety-three hundredths (0.93) acres more or less.

Together with the right to construct and maintain so long as State Aid Road number ten (S.A.R. #10) shall be maintained in the above described location, a backslope or embankment of approximately four to one (4 to 1) slope on the East side of the above described strip, said slope to extend not more than sixty-six (66.0) feet on the East side of the above described centerline. The use, however, by the county of all land which lies more than fifty (50.0) feet from said centerline shall be restricted to and for the purpose hereinbefore described and the county further agrees to pay fifty cents ($0.50) per rod for barb wire and seventy-five cents ($0.75) per rod for woven wire for moving fences, by grantors, made necessary by said work.

State of Minnesota, }ss.
County of Olmsted }

On this 9th day of October, 1948, before me personally appeared LeRoy L. Millard & Vera M. Millard, his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

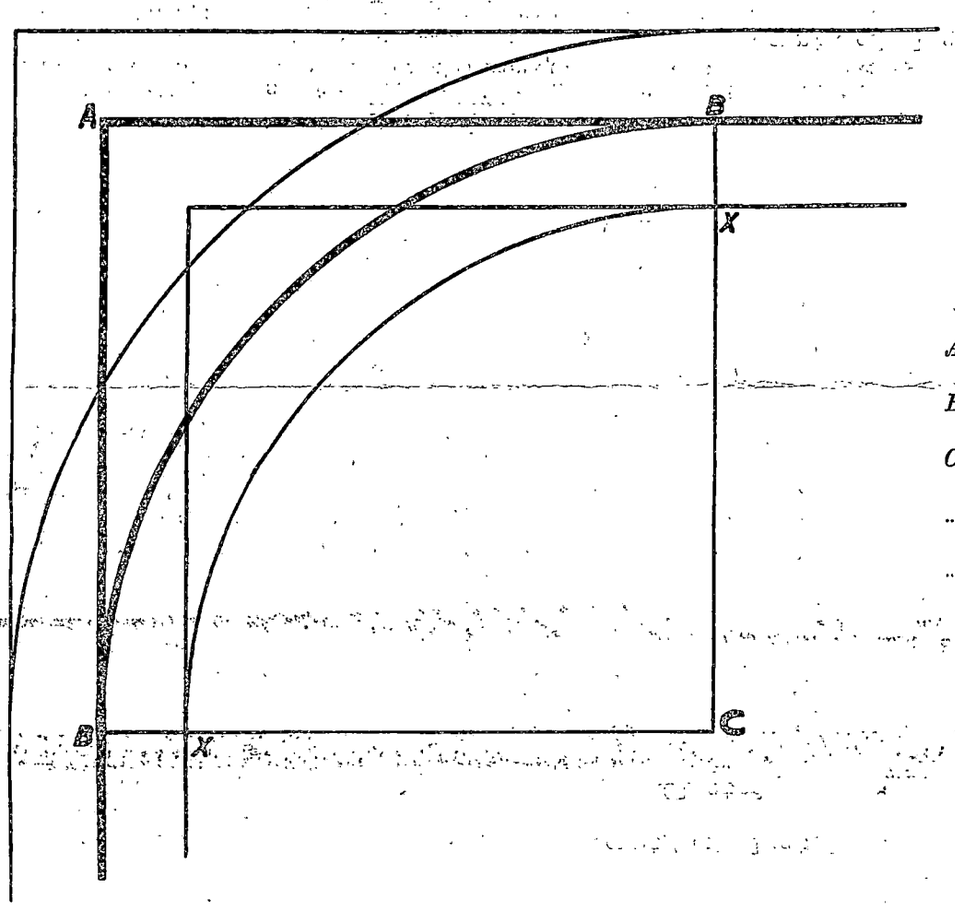
EVELYN N. KRUGER
NOTARY PUBLIC, OLMSTED COUNTY, MINN.
MY COMMISSION EXPIRES NOV. 16, 1949.

Evelyn N. Kruger

I hereby certify that the within easement will convey to the County of Olmsted together with attached release of Mortgage 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.

Nov. 10, 1948 — Thomas Heseldon
(County Attorney)
(Assistant Attorney General)



A-B = ... Ft.

B-C = ... Ft.

C-X = ... Ft.

..... Degree Curve

..... Acres of land required

183042

DEPARTMENT OF HIGHWAYS
(HIGHWAY EASEMENT)

LeRoy L. Millard et al
to
County of Olmsted

State of Minnesota, }ss.
County of Olmsted }

Office of Register of Deeds.

I hereby certify that the within instrument was filed for record in this office on the 13 day of Nov., 1948, at 11:20 o'clock A. M., and that the same was duly recorded in Book T-1 of Misc. on pages 461

M. F. Keller
Register of Deeds.

By ..... Deputy.

RECORDED
GRANTOR
GRANTEE
INDEXED
PAID
CHG.
REV. STAMP
ATG TAX