No. 639A—Highway Easement—(Revised 1954). ROUCHER

PREPARED BY _____

CHECKED BY _____

HIGHWAY EASEMENT

269343

First National Bank of Minneapolis, a national banking association, formerly First National Bank & Trust Company of Minneapolis, as trustee

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

Fifteen - *Dollars* ($15.00)

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 tract:

The south half of the northwest quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section twenty-four (Sec 24) township one hundred six north, range fifteen west (T106N-R15W) lying west of the road;

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 fifteen (CSAH #15):

Beginning at a point on the east and west quarterline of Section twent four (Sec 24) township one hundred six north, range fifteen west (T106N-R15W), distant one thousand eighty-one and five tenths (1081.5) feet west of the center of said section, thence running northeasterly at an angle of eighty-four degrees thirty-four minutes (84°34') with said east and west quarterline for three hundred seventy-two (372.0) feet and there terminating;

Containing nine hundredths (0.09) 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 fifteen (CSAH #15) shall be maintained in the above described location a backslope or embankment of 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.

itself, its successors

And the said grantor....., for ~~himself, his 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.

itself, its successors

And the said grantor....., for ~~himself, his 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.

itself, its successors

And the said grantor....., for ~~himself, his 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 23rd *day of* March, 19 62

In presence of:

Witness John Burmaster

Witness Lucille Rust

FIRST NATIONAL BANK OF MINNEAPOLIS

By: M A Powell

Its Assistant Vice President

Attest: John E Burmaster

Its Assistant Secretary

as Trustee.

STATE OF MINNESOTA)
) ss.
County of .....)

On this ..... day of ....., 19....., before me personally appeared

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

.....

STATE OF MINNESOTA)
) ss.
County of Hennepin)

On this 23rd day of March, 1962, before me, a Notary Public within and for said County personally appeared M. H. Powell and John F. Hunziker to me personally known, who, being each by me duly sworn each did say that they are respectively the Assistant Vice President and the Assistant Secretary of First National Bank of Minneapolis, a national banking association, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said M. H. Powell and John F. Hunziker acknowledged said instrument to be the free act and deed of said corporation, as Trustee.

John Burmaster

JOHN BURMASTER,
Notary Public, Hennepin County, Minnesota
My Commission Expires May 11, 1963

I hereby certify that the within easement will convey to the County of Olmsted 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.

Oct 5, 1962

W P Mattson
County Attorney.
Assistant Attorney General.

PROOFED
GRANTOR
GRANTEE
TRACKED
PAID
CHG

DEPARTMENT OF HIGHWAYS
REV. STA.
MTG. TAX (HIGHWAY EASEMENT)

to

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 9th day of Oct, 1962 at 10 o'clock A. M., and that the same was duly recorded in Book 6-3 of Misc on page 335

Harry L. Loomis
Register of Deeds.

By Helen Zuehlke Deputy.

PAID 1.75

260343

POUCHER PRINTING