No. 631A—Highway Easement—(Revised 1954).

HIGHWAY EASEMENT

PREPARED BY

CHECKED BY

Luvern McClellan and wife, Esther

Grantor, of County of Olmsted, *Minnesota, for and in consideration of* Two hundred forty-one and twenty-five cents *Dollars* ($ 241.25) *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:

All that part of the following described tracts:

The northwest quarter of the northeast quarter (NW¼NE¼) of Section eight (Sec 8) township one hundred five north, range fifteen west (T105N-R15W), except the following: Commencing at a point twenty-two (22.0) rods and six (6.0) feet east of the northwest corner of the northwest quarter of the northeast quarter (NW¼NE¼) of said Section eight (Sec 8) running thence south ten (10.0) rods, thence east sixteen (16.0) rods, thence north ten (10.0) rods running thence west to the place of beginning; and also the northeast quarter of the northeast quarter (NE¼NE¼) of Said Section eight (Sec 8) less the east twenty-three (23.0) rods;

which lies within a distance of fifty (50.0) feet on the south side of the following described centerline of County State Aid Highway number twenty-six (CSAH #26);

Beginning at a point on the north line of said Section eight (Sec 8) distant three hundred seventy-nine and five tenths (379.5) feet west of the northeast corner thereof, thence west along said north line two thousand two hundred sixty-six and ninety-four hundredths (2266.94) feet and there terminating;

Containing eighty-eight hundredths (0.88) acre 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 twenty-six (CSAH #26) shall be maintained in the above described location a backslope or embankment of approximately four to one (4:1) slope on the south 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 twenty-five (25.0) 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, 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.

And the said grantor, 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.

And the said grantor, 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 13Th *day of* May, 19 63

In presence of:

Witness Luvern McClellan

Witness Esther McClellan

Witness Donald A Morrison

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STATE OF MINNESOTA
County of Olmsted } ss.

On this 13th day of May, 1963 before me personally appeared Luvern McClellan and Esther McClellen, Husband and Wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as free act and deed.

[illegible]
Notary Public
Olmsted County, Minn.
My Commission Expires [illegible]

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.

Dec 16, 1963

O P Matthew
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.

Fees

222128-S

C O N S E N T

THE FEDERAL LAND BANK OF SAINT PAUL, mortgagee in, and owner and holder of, a mortgage executed by Luvern McClellan, also known as Luverne McClellan and Esther McClellan, husband and wife,

dated the 10th day of June, A.D. 1959,

HEREBY CONSENTS to a certain Easement for Highway purposes

executed by Luvern McClellan and Esther McClellan

to County of Olmsted

dated the 13th day of May, A.D. 1963, recorded on the _____ day of _____, A.D. 19___, in (Vol.) (Book) (Liber) _____ of _____, on Page _____, in the office of the Register of Deeds in and for the County of Olmsted, State of Minnesota, over premises described as follows:

All that part of the following described tracts:

The northwest quarter of the northeast quarter (NW¼NE¼) of Section eight (Sec 8) township one hundred five north, range fifteen west (T105N-R15W), except the following: Commencing at a point twenty-two (22.0) rods and six (6.0) feet east of the northwest corner of the northwest quarter of the northeast quarter (NW¼NE¼) of said Section eight (Sec 8) running thence south ten (10.0) rods, thence east sixteen (16.0) rods, thence north ten (10.0) rods running thence west to the place of beginning; and also the northeast quarter of the northeast quarter (NE¼NE¼) of Said Section eight (Sec 8) less the east twenty-three (23.0) rods;

which lies within a distance of fifty (50.0) feet on the south side of the following described centerline of County State Aid Highway number twenty-six (CSAH #26);

Beginning at a point on the north line of said Section eight (Sec 8) distant three hundred seventy-nine and five tenths (379.5) feet west of the northeast corner thereof, thence west along said north line two thousand two hundred sixty-six and ninety-four hundredths (2266.94) feet and there terminating;

Containing eighty-eight hundredths (0.88) acre 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 twenty-six (CSAH #26) shall be maintained in the above described location a backslope or embankment of approximately four to one (4:1) slope on the south 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 twenty-five (25.0) feet from the right of way line and the use by the County shall be restricted to and for the purpose hereinbefore described.

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and agrees that in the event of the foreclosure of said mortgage, or other sale of the property described in said mortgage under judicial proceedings, the same may be sold subject to said easement.

IN TESTIMONY WHEREOF, The said corporation, The Federal Land Bank of Saint Paul, has caused these presents to be executed in its corporate name by its Vice-President and its Assistant Secretary, and its corporate seal to be affixed this 3rd day of June, A.D. 19 63.

Signed, Sealed and Delivered
in the Presence of:

Irene Swenson

A. Soukup

THE FEDERAL LAND BANK OF SAINT PAUL

By C. B. Peterson
C. B. Peterson, Its Vice-President

By J. J. Reibestein
J. J. Reibestein, Its Assistant Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 3rd day of June, 1963, before me, a notary public, personally appeared C. B. Peterson and J. J. Reibestein 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.

Irene Swenson
Notary Public, Ramsey County, Minnesota.

IRENE SWENSON
Notary Public, Dakota County, Minn.
My Commission Expires July 17, 1969

My Commission expires _____

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278245

PROOFED
GRANTOR
GRANTEE
TRACED
PAID
CHG.
REV. STAMP
MTG. TAX

STATE OF MINNESOTA } ss.
County of Dakota, Minn.
I hereby certify that the within instrument was filed in this office for record on
DEC 20 1963
at 10 o'clock A.M.
and was duly recorded in Book 676 of Mtgs. on page 138
Register of Deeds
By _____ Deputy