No. 638A—Highway Easement—(Revised 1954).

HIGHWAY EASEMENT

PREPARED BY

CHECKED BY

Charles Percy Markham and wife, Edith A.
(Also C. P. Markham)

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

Four hundred thirty four and 50/100---------- *Dollars* ($ 434.50) *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 northwest quarter (NW¼) of Section three (Sec 3) township one hundred five north, range eleven west (T105N-R11W);

which lies within a distance of fifty (50.0) feet on the east side of the following described centerline of County State Aid Highway number thirty (CSAH #30);

Beginning at the northwest corner of said Section three (Sec 3) south along the west line of said section, two thousand two hundred sixty-one and fifty-two hundredths (2261.52) feet, thence deflect right on a two minute (0°2') circular curve, delta angle twenty-eight minutes (0°28') for three hundred forty-nine and ninety-eight hundredths (349.98) feet and there terminating;

Containing one and three hundredths (1.03) 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 thirty (CSAH #30) shall be maintained in the above described location a backslope or embankment of approximately four to one (4:1) slope on the east 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, for 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, for 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, for 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 24th *day of* August, *19* 63

In presence of:

Witness Donald L. Norrison — C. P. Markham

Witness Arthur C. Schildhammer — Edith A. Markham

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STATE OF MINNESOTA
County of Olmsted } ss.

On this 4th day of December, 1962, before me personally appeared C. P. Markham and Edith A. Markham, 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 their free act and deed.

Delores L. Moline

DELORES L. MOLINE
Notary Public, Olmsted County, Minn.
My Commission Expires April 28, 1968

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, 1962

D. P. Matton
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.

Fee $

210003-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 C. P. Markham, also known as Charles Percy Markham, and Edith A. Markham, husband and wife dated the 18th day of November, A.D. 1957,

HEREBY CONSENTS to a certain Easement for highway purposes · executed by C. P. Markham and Edith A. Markham

to County of Olmsted dated the 24th day of August, 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:

NW¼ of Section 3, T105N, R11W

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 24th day of September, A.D. 1963.

Signed, Sealed and Delivered in the Presence of:

Irene Swenson

C. Soukup

THE FEDERAL LAND BANK OF SAINT PAUL

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

By _____
J. J. Reibestein, Its Assistant Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 24th day of September, 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.

My Commission expires _____

IRENE SWENSON
Notary Public, Dakota County, Minn.
My Commission Expires July 17, 1967.

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

REGISTER OF DEEDS OFFICE } ss.
Olmsted County, 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
Book 241 on page
Register of Deeds
By Deputy

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