No. 639A—Highway Easement—(Revis 1). VOUCHER

HIGHWAY EASEMENT

PREPARED BY _____

CHECKED BY _____

3137 Hwy

Skelly Oil Company

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

SIXTY-FIVE AND 50/100---------- *Dollars* ($ 65.50) *receipt of which is hereby acknowledged,*

hereby convey...s.....and warrant...s.....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;

A tract of land being a part of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of Section twenty-seven (Sec 27) township one hundred six north, range twelve west (T106N-R12W) described as follows: Beginning at the southeast corner of said northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$) of section twenty-seven (Sec 27) thence north 1°23'24" west along the east line of said northeast quarter ($NE\frac{1}{4}$) two hundred twenty-nine and two hundredths (229.02) feet, thence south 88°52'10" west thirty-four and ninety eight hundredths (34.98) feet, thence north 1°07'50" west four hundred eight and eight hundredths (408.08) feet, thence north 36°54'37" west, one hundred sixty-two and twenty-five hundredths (162.25) feet, thence north 72°41'30" west four hundred fifty-two and thirty-four hundredths (452.34) feet, thence south 1°07'50" east nine hundred nine and seventy-six hundredths (909.76) feet to the south line of said northeast quarter ($NE\frac{1}{4}$), thence north 89°04'36" east five hundred sixty (560.0) feet to the point of beginning.

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 Seven (CSAH # 7)

From the southeast corner of said section twenty-seven (Sec 27) north along the east line thereof for one thousand three hundred sixteen and fifty-five hundredths (1316.55) feet for a place of beginning of the centerline to be described. Thence in a prolongation of the last described course for two hundred twenty-six (226.0) feet and there terminating;

Containing one tenth (0.1) 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 Seven (CSAH # 7) 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 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.

itself

And the said grantor....., for ~~himself, his~~ ~~themselves, their heirs, executors~~ and assigns, do.e.s... 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.

~~himself, his~~ itself

And the said grantor....., for ~~themselves, their heirs, executors~~ and assigns do.e.s. 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.~~

~~himself, his~~ itself

And the said grantor....., for ~~themselves, their heirs, executors~~ and assigns, do.e.s. 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 7TH *day of* DECEMBER, *19* 67

In presence of:

Witness Charles F. Wille
CHARLES F. WILLE

Witness Catherine V. Goulby
CATHERINE V. GOULDY

SKELLY OIL COMPANY

By _____
Paul A. Tanner, Vice President

(SEAL)

Attest _____
H. L. NUNN, Assistant Secretary

APPROVED AS TO FORM

STATE OF ~~MINNESOTA~~ MISSOURI
County of JACKSON } ss.

On this 7th day of December, 1967, before me personally appeared PAUL A. TANNER and H. L. Nunn to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed. of Skelly Oil Company

My Commission Expires Oct. 17, 1968

Janice Patterson
Notary Public, Jackson County, Missouri

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. 13, 1968 D. P. Matts
County Attorney.
Assistant Attorney General.

DEPARTMENT OF HIGHWAYS
(HIGHWAY EASEMENT)

3123-24

PROOFED
GRANTOR
GRANTEE
TRACED
PAID
STAMP TAX

to

STATE OF MINNESOTA
County of Olmsted } ss.
Office of Register of Deeds.

I hereby certify that the within instrument was filed for record in this office on the 13 day of December, 1968 at 11 o'clock A M., and that the same was duly recorded in Book R-3 of Misc. on page 367

Nancy L. Emme
Register of Deeds.
By Paul Knudsen
Deputy.

REVISED
REMEASURED