39452

PREPARED BY cc

CHECKED BY _____

HIGHWAY EASEMENT

Fee Owner - Elvin L. Bishop and wife, Dorothy E.
Contract Buyer - Eugene V. Frey and wife, Doris A.

*Grantor*s, *of* Olmsted County, *Minnesota, for and in consideration of* One dollar and other good and valuable consideration *Dollars* ($1.00) *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:

NW¼-NE¼ NE¼-NW¼ NW¼-NW¼ 21-106-15

The northwest quarter of the northeast quarter (NW 1/4 NE 1/4) and the north half of the northeast quarter of the northwest quarter (N 1/2 NE 1/4 NW 1/4) and the southeast quarter of the northeast quarter of the northwest quarter (SE 1/4 NE 1/4 NW 1/4) and that part of the east 2.48 acres of the northeast quarter of the northwest quarter of the northwest quarter (NE 1/4 NW 1/4 NW 1/4) lying southeasterly of the road; of section 21, township 106 north, range 15 west;

which lies within a distance of fifty (50.0) feet on the southeasterly side of the following described centerline of County Road #150:

Commencing at the N.W. Cor. of said Sec. 21; thence N 89°59'54" E along the North line of said Sec. 21 for a distance of 1357.19 ft. to the point of beginning of centerline to be described, said point of beginning being a point on a non-tangential curve, concave Northwesterly, radius of 572.96 feet, delta angle of 39°40'58", chord of said curve bears S 19°54'35" W; thence along said curve for a distance of 396.83 feet; thence S 39°45'04" W, tangent to last described curve for a distance of 131.75 feet and there terminating.

Containing 0.2 acre, more or less in addition to the existing highway.

And the said grantor...S..., 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 thereon.

And the said grantor...S..., 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 grantor...S..., for themselves, their 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 31st *day of* August, 19 77

In presence of:

Witness Clifford Coffin — Elvin L. Bishop

Witness Deb Nanneson — Dorothy E. Bishop

Eugene V. Frey

Doris A. Frey

STATE OF MINNESOTA
County of Olmsted } ss.

On this 31st day of August, 1977, before me personally appeared Elvin L. Bishop and Dorothy E. Bishop, husband and wife and Eugene V. Frey and Doris A. Frey, husband and 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.

Delores L. Moline

DELORES L. MOLINE
NOTARY PUBLIC — MINNESOTA
OLMSTED COUNTY
MY COMMISSION EXPIRES APR. 29, 1981

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.

Nov. 10, 1977

D. P. Matter
County Attorney.
Assistant Attorney General.

PROOFED ✓
GRANTOR ✓
GRANTEE ✓
TRACKED
PAID
CHG

DEPARTMENT OF HIGHWAYS
(HIGHWAY EASEMENT)

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 10 day of November, 1977 at 3½ o'clock P. M., and that the same was duly recorded in Book 64 of Misc on page 134

Jan Knudsen
COUNTY ~~REGISTER OF DEEDS~~ RECORDER
By Deputy.

ROUCHER PRINTING CO.

E. Highway