Form No. 639A—Highway Easement. (Revised 1954) BOUCHER MINNEAPOLIS

PREPARED BY cc
CHECKED BY ✓

HIGHWAY EASEMENT

Leslie A. Bucher and wife, Diane K.

Grantor, 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 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:

The south fifty (50) feet of the following described tract;

That part of the Southwest Quarter of Southeast Quarter of Section 18, Township 107, Range 12, Olmsted County, Minnesota described as follows: Beginning at a point on the South line of said Southwest Quarter of Southeast Quarter which is South 89°52'50" East of the Southwest corner of said Southeast Quarter a distance of 706.76 feet (for purposes of this description bearing of said South line is assumed); thence continuing along said South line of said Southwest Quarter of Southeast Quarter South 89°52'50" East, 603.73 feet to the East line of said Southwest Quarter of Southeast Quarter; thence North 0°00'39" West, along said East line, 505.03 feet; thence North 89°52'50" West, parallel with the South line of said Southwest Quarter of Southeast Quarter, 603.82 feet; thence South 0°01'18" East, parallel with the West line of said Southwest Quarter of Southeast Quarter, 505.03 feet to the point of beginning.

Containing 0.24 acre, more or less, in addition to the existing highway.

18-107-12
SW-SE

And the said grantor himself, his, for themselves, their heirs, executors and assigns, do convenant 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 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 himself, his, 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 20th day of July, 19 80

In presence of:

Witness Clifford Goffin

× Leslie A. Bucher

× Diane K Bucher

Witness

STATE OF MINNESOTA
County of Olmsted } ss.

On this 20th day of July, 1980, before me personally appeared

Leslie A. Bucher and Diane K. Bucher, 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 — MINNESOTA
OLMSTED COUNTY
MY COMMISSION EXPIRES APR. 26, 1984

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.

7-14, 1983

Asst. County Attorney.

DEPARTMENT OF HIGHWAYS
(HIGHWAY EASEMENT)

456858

to

ABSTRACT
GRANTOR
GRANTEE
TRACKED
PAID
CHG None

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 19 day of July, 1983 at 9 o'clock A M., and that the same was duly recorded in Book 2-4 of Misc. on page 96

LOIS FINSTAD
County ~~Register of Deeds~~.
By Dorothy L. Evans Deputy.

PROGRESS PRINTING CO.

D. Mareson to Co. Highway Dept.

C O N S E N T

THE EVANS FINANCIAL CORP. of 1101 30th Street NW, Suite 500, Washington D.C. 20007, mortgagee in, and owner and holder of, a mortgage executed by Leslie A. Bucher and wife, Diane K. Bucher dated November 9, 1981,

CONSENTS to an Easement for Highway Purposes executed by Leslie A. Bucher and wife, Diane K. Bucher to the County of Olmstead dated July 20, 1980 over premises described as follows:

The south fifty (50) feet of following described tract; That part of the Southwest Quarter of Southeast Quarter of Section 18, Township 107, Range 12, Olmsted County, Minnesota, described as follows: Beginning at a point on the South line of said Southwest Quarter of Southeast Quarter which is South 89°52'50" East of the Southwest corner of said Southeast Quarter a distance of 706.76 feet (for purposes of this description bearing of said South line is assumed); thence continuing along said South line of said Southwest Quarter of Southeast Quarter South 89°52'50" East, 603.73 feet to the East line of said Southwest Quarter of Southeast Quarter; thence North 0°00'39" West, along said East line, 505.03 feet; thence North 89°52'50" West, parallel with the South line of said Southwest Quarter of Southeast Quarter, 603.82 feet; thence South 0°01'18" East, parallel with the West line of said Southwest Quarter of Southeast Quarter, 505.03 feet to the point of beginning.

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.

Dated June 1, 1983

EVANS FINANCIAL CORP.

By _____ VP