

WARRANTY AGREEMENT

THIS AGREEMENT Made this 17th day of May, 1922 by and between Hans B. Haroldson and Marion O. Haroldson, his wife, parties of the first part, and Elisabeth Edman and Axel A. Edman, her husband, parties of the second part, witnesseth:

WHEREAS, said second parties are about to commence the construction of a three-story apartment house upon Lot Nine (9), Block Sixty (60), Endion Division of Duluth, and

WHEREAS, it is the desire of said second parties to obtain an easement from said first parties over a part of Lot Ten (10), in said Block Sixty (60) for light and air so that such space, together with the distance between the easterly boundary line of Lot Ten (10) and the westerly boundary of said apartment house shall make a distance of twelve (12) feet,

NOW, THEREFORE, in consideration of the premises and of the sum of Five Hundred Dollars (\$500.00) by said second parties to said first parties in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements of said second parties hereinafter contained, said first parties for themselves, their heirs, executors, administrators and assigns do hereby give and grant unto said Elisabeth Edman, one of said second parties, her heirs and assigns, a perpetual easement for light and air in, on and over that part of Lot Ten (10) in Block Sixty (60), Endion Division of Duluth, according to the recorded plat thereof in St. Louis County, Minnesota, which lies between the easterly boundary line of said Lot Ten (10) and a line parallel therewith, which last mentioned line shall run through the point of the dwelling house now located on said Lot Ten (10), which is nearest the said easterly boundary line of said Lot Ten (10), and extend from the front or southerly boundary line of Lot Ten (10) a distance of One Hundred Fifteen (115) feet, and said first parties further covenant and agree for themselves, their heirs, administrators and assigns to keep such portion of their said premises over which said

easement is granted unbuilt upon and at all times available for light and air, *except such cornices, sills and projections as now existing.*

Said first parties further covenant and agree that in the event that said second parties shall elect to build a driveway upon the boundary line between said Lot Nine (9) and Ten (10), as hereinafter provided, that then and in such event, said first parties give and grant to said second parties, their heirs and assigns, a perpetual easement for egress and ingress over and upon the easterly three (3) feet of said Lot Ten (10) from the front or southerly boundary line of said lot to within twenty (20) feet of the rear boundary line thereof.

Said parties of the second part in consideration of the promises, covenant and agree to and with the said parties of the first part that they will construct and complete within five (5) months from date hereof a cement driveway that shall run ~~either~~ from Superior Street the full length of the easement heretofore ^{last} ^{namely, 150 feet,} granted, and which driveway shall be built eight (8) feet wide, three (3) feet of which shall be upon the said Lot Ten (10) and five (5) feet thereof upon said Lot Nine (9), and that in addition thereto, they will build a suitable approach from said driveway to said Lot Ten (10) at the rear or northerly end of said driveway so that the same can be used for entrance into a garage to be built at the end of said driveway and on the easterly line of said Lot Ten (10), and said second parties covenant and agree to build said driveway in a good and workmanlike manner and at their own expense and to maintain and keep the same in repair, and that they will build a suitable approach from said driveway to Superior Street.

In the event that said second parties shall elect not to construct the driveway heretofore described, then said second parties covenant and agree with said first parties that they will construct within five (5) months from date hereof a cement driveway running from Eighteenth Avenue East, with a suitable approach from said avenue to said Lot Nine (9) over some part of the rear end of said Lot Nine (9) to be selected by said second parties and the full distance between said avenue and the easterly lot line of Lot Ten (10) with a width of eight (8) feet throughout, and said second parties covenant and agree to maintain same and

keep in repair at all times at their own expense, and said second parties in further consideration of the premises in the event that said driveway is built along and upon the line between said Lots Nine (9) and Ten (10), do hereby give and grant to said parties of the first part, their heirs and assigns, a perpetual easement for egress and ingress over and upon the westerly five (5) feet of said Lot Nine (9) for the full distance and extent of said driveway, as hereinbefore described, provided, however, that in the event that said second parties do not elect to construct said driveway upon and along said lot line, then in such event, said second parties do hereby give and grant to said first parties, their heirs and assigns, a perpetual easement for egress and ingress over and upon said Lot Nine (9) to the extent of and upon the location of said cement driveway to be constructed and maintained upon the rear of said Lot Nine (9), as hereinbefore stated.

It is understood and agreed that in the event that the second parties elect to build the rear driveway, that the first parties shall have and they are hereby given and granted an easement for light and air over the westerly four (4) feet of said Lot Nine (9) from the front of said lot to within thirty-five (35) feet of the rear of said lot.

It is further mutually agreed that each of the parties hereto, their tenants, servants and licensees, with or without vehicles, shall have the right to use such cement driveway in common, provided, however, if on and along said lot line, or that the same shall not be generally used for delivery wagons, or vehicles for the purpose of removing garbage or ashes with the consent of either party, but that said first parties shall have the right to use the same occasionally for delivery of coal or other occasional similar uses.

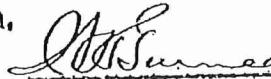
IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Wm. B. Bierbauer
Vera Bierbauer

Marion C. Haroldson
Elizabeth Edmundson
Chas. A. Edmundson

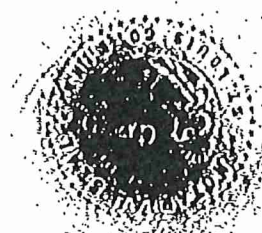
STATE OF MINNESOTA }
COUNTY OF ST. LOUIS } SS

On this 18th day of May, 1922 before me, a Notary Public within and for said county, personally appeared Hans H. Harfaldson, and Karlon C. Haroldson, his wife, and Elizabeth Edman and Axel A. Edman, her husband, to me known to the persons who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



Subscribed and sworn to
before me this 18th day of
May, 1922.

W. H. GURNEE
Notary Public, St. Louis Co., Minn.
My Commission Expires Oct. 4, 1923



134770

Enrollment

Kindergarten

9th 21 Oct 36

115
196

Information

St. Andrews

12/10