

43-134-0191

8

414308
No Delinquent Taxes and transfer
entered this

_____ day of _____ 19__

County Auditor

H. J. Deputy Auditor
1698 No. 117671

Deed Tax, hatson of _____

Goodhue County Treasurer

By _____ Deputy
County Treasurer

Goodhue County Auditor
By _____ Deputy

Kevin Hart Red Wing

STATE OF MINN. JTA
County of Goodhue
I hereby certify that the within
mentioned deed has for record in
this office of Rec. Wagon of the 3rd
day of MARCH 1998
at 2:15 o'clock P.M. by _____
the _____ duly authorized to
do so for County Auditor

BY _____
County Auditor

BY _____
JTA

414308

Pg. \$19.50

[Space Above This Line For Recording Data]

QUIT CLAIM DEED

(Cover Page)

Grantor: USG Interiors, Inc., a Delaware corporation, formerly known as USG Acoustical Products Company

43-134-0191

Split Fee Paid
Date 4/3/98

Grantee: City of Red Wing, a Minnesota Municipal Corporation

Dated: March 30, 1998

Split Approved by Co. Zoning Adm.
Date 4/2/98 By _____

State Deed Tax Due Hereon: \$ 69.75

Taxes for the year 19__ 98 Part
this 3 Day of April 19__ 98

County Treasurer

Deputy Treasurer

QUIT CLAIM DEED

The Grantor, USG Interiors, Inc., a Delaware corporation, formerly known as USG Acoustical Products Company, with offices at 125 South Franklin Street, Chicago, IL 60606, for and in consideration of the payment by the Grantee identified below of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, does hereby convey, demise and quit claim to the Grantee, the City of Red Wing, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, whose address is City Hall, 315 W. Fourth Street, Red Wing, MN 55066, all of Grantor's right, title and interest in and to the real estate located in Goodhue County, Minnesota, which is described on Exhibit A which is attached hereto and made a part hereof (the "Sale Property"), said Sale Property being comprised of approximately 10.87 acres, excepting from said conveyance and reserving unto the Grantor, its successors and assigns any and all minerals located beneath the surface of the Sale Property, with the right to conduct subsurface mining; provided that Grantor shall not have the right to use or occupy the surface of said Sale Property.

Grantee, by its acceptance of this conveyance, hereby acknowledges that underground mining on the Sale Property involves potential subsidence, or other ground movement, at the surface of the said Sale Property and Grantee accepts the Sale Property subject to said risks.

Grantee, as additional consideration for the conveyance of the Sale Property hereby agrees for itself, its successors in interest and assigns, as conditions which shall run with

the ownership of said Sale Property and which shall be binding upon the owner or owners of said Sale Property from time to time, as follows:

1. Grantee, its successors and assigns, shall install and maintain along the northerly and westerly boundaries of the Sale Property, and at no risk nor expense to Grantor, substantial fences and barricades that will prevent any party using and occupying said Sale Property from entering upon land owned by Grantor in the vicinity of the Sale Property in Section 34, Goodhue County, Minnesota.

2. It is understood that Grantee proposes to operate, or to arrange for the operation of, a public golf course, a portion of which includes the Sale Property. Grantee agrees that so long as the tract of land which includes the Sale Property is used for operation of a public or private golf course, the manager of Grantor's business operation in Red Wing, Minnesota, from time to time, shall have the right, along with up to three guests at any given time, to golf on the golf course premises, without charge, provided that said manager makes an appropriate reservation of tee times in the same manner that any member of the public is required to make such reservations.

IN WITNESS WHEREOF, this Deed is executed on behalf of the Grantor this

30th day of MARCH, 1998

ATTEST:

BY: [Signature]
Title: Secretary

USG INTERIORS, INC.

BY: [Signature]
Title: VP-Mfg. USGI

EXHIBIT A

That part of the Southwest Quarter of Section 34, Township 113 North, Range 14 West, Goodhue County, Minnesota, described as follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 34; thence on an assumed bearing of North 00 degrees 45 minutes 07 seconds West, along the east line of the Southwest Quarter of said Section 34, a distance of 1610.46 feet to the point of beginning of the land to be described; thence South 13 degrees 40 minutes 37 seconds West, a distance of 140.24 feet; thence South 49 degrees 05 minutes 47 seconds West, a distance of 265.78 feet; thence South 65 degrees 54 minutes 56 seconds West, a distance of 623.54 feet; thence South 01 degrees 01 minutes 48 seconds East, a distance of 395.24 feet to the north line of the south 40 acres of the Southwest Quarter of said Section 34; thence North 88 degrees 58 minutes 12 seconds East, along said north line, a distance of 808.73 feet to the northeast corner of the south 40 acres of the Southwest Quarter of said Section 34; thence North 00 degrees 45 minutes 07 seconds West, along the east line of the Southwest Quarter of said Section 34, a distance of 945.47 feet to the point of beginning. Containing 10.87 acres, more or less.

FILED FOR RECORD THIS 3rd day of April, 1998, at 2:15 P.M.