

RIGHT-OF-WAY EASEMENT

PERPETUAL

#187556

THIS INDENTURE, made this 26th day of October 1961, by and between the City of RED WING, MINNESOTA, a Municipal Corporation, and the UNITED STATES OF AMERICA,

WITNESSETH:

WHEREAS, under the provisions contained in Title I, River and Harbor Act, approved 14 July 1960 (Public Law 86-645, Second Session), the United States of America, acting by and through the Secretary of the Army, is authorized to improve and enlarge the existing industrial harbor at Red Wing, Minnesota, in accordance with the plan set forth in House Document No. 32, 86th Congress, First Session, subject, however, to the condition, among other things, that the City of Red Wing, Minnesota, acting as the local cooperating agency, provide, without cost to the United States, all lands, easements, rights-of-way, and spoil disposal areas necessary for the construction of the project and for subsequent maintenance thereof by the United States of America of the entire industrial harbor as improved and enlarged, including the entrance and narrow basin heretofore constructed by the local interests, and

WHEREAS, the said City of Red Wing is the owner in fee simple of a tract of land situated in Goodhue County, State of Minnesota, as shown outlined in red on the map marked Exhibit "A" attached hereto and made a part hereof, and (See page 14A hereof for Exhibit "A")

WHEREAS, the tract of land outlined in red on the map marked Exhibit "A" is needed by the United States of America in connection with the improvement and enlargement of the said industrial harbor,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and the benefits to be derived by the City of Red Wing as the result of the construction of the proposed improvement and enlargement of the existing industrial harbor, the City of Red Wing, Minnesota, acting by and through its duly authorized representative does hereby grant, bargain, sell, and convey unto the United States of America and its assigns the perpetual right and easement to enter upon, occupy, excavate, dig, cut, away, and remove all or any part of the hereinbefore mentioned tract of land for the improvement and enlargement of said industrial harbor, together with the perpetual right and easement to maintain the entire industrial harbor, including the entrance and narrow basin heretofore constructed by local interests, and to perform any and all acts necessary and incidental thereto.

RESERVING, however, to the City of Red Wing, its successors, and assigns all such rights and privileges in said tract of land as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the United States.

TO HAVE AND TO HOLD the said right and easement unto the United States and its assigns, for the purpose aforesaid, forever. And the said City of Red Wing, for itself, its successors, and assigns, does hereby covenant with the United States that it has good and sufficient right to sell and convey the right and easement as aforesaid and that it will warrant and defend the title of the same to the United States and its assigns against the lawful claims and demands of all persons.

The City of Red Wing does hereby fully release and discharge the United States, its officers, agents, servants, and contractors from all liability for any and all damages done or caused to be done to the said premises.

2.

IN TESTIMONY WHEREOF, The said City of Red Wing, acting by and through its duly authorized representative, has caused this instrument to be executed in its name, and its corporate seal affixed thereto, on the day and year first above written.

ATTEST:

CITY OF RED WING, MINNESOTA

H. E. Nordholm
H. E. NORDHOLM
City Clerk
City of Red Wing, Minnesota

(Seal)

By Demetrius G. Jelatis
DEMETRIUS G. JELATIS, Mayor

WITNESSES:

Robert B. Tubbesing
A. C. Borger

STATE OF MINNESOTA)

ss.

COUNTY OF GOODHUE)

On this 26th day of October 1961, before me, a Notary Public within and for said County, personally appeared Demetrius G. Jelatis, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Red Wing, Minnesota, and that the seal affixed to the foregoing instrument is the seal of said City and that the said instrument was signed and sealed in behalf of said City by authority of its governing body, and that the said Demetrius G. Jelatis acknowledged said instrument to be the free act and deed of said City of Red Wing, Minnesota.

(Not a Seal)

Robert B. Tubbesing
ROBERT B. TUBBESING Notary Public
Notary Public, Goodhue County, Minn.
My Commission Expires May 20, 1967.

DESCRIPTION OF PERPETUAL EASEMENT AREA

RED WING INDUSTRIAL HARBOR

That portion of Section 25, Township 113 North, Range 15 West, 5th P.M., and Section 30, Township 113 North, Range 14 West, 5th P.M., City of Red Wing, Goodhue County, Minnesota, more particularly described as follows:

Commencing for the purpose of locating the point of beginning in Government Lot 2, in said Section 30, at the center of manhole located at the intersection of Main and Jefferson Streets in said City of Red Wing, said manhole being North 77°-54' West (assumed bearing); 724.5 feet from the manhole at the intersection of Main and Jackson Streets; City of Red Wing, thence North 3°-04' East 604.4 feet to the point of beginning of tract to be described; thence North 77°-28' West, 1620.0 feet, thence North 12°-32' East, 360.0 feet, thence North 87°-52' East, 322.5 feet, thence North 66°-45' East, 289.7 feet; thence North 50°-43' East, 652.4 feet, thence North 77°-02'

feet, more or less, to Point "A" on the shore line of the Mississippi River; thence returning to the aforesaid point of beginning and continuing therefrom as follows: North 33°-05' East, 315.1 feet, thence North 43°-30' West 732.1 feet, thence North 16°-19' East, 145.9 feet, thence North 67°-35' East, 104.9 feet, thence South 86°-04' East 218.5 feet, more or less, to a point on the shore line of Mississippi River; thence South upstream 560.0 feet, more or less, to the aforesaid Point "A", and there terminating, said tract containing 25.4 acres, more or less.

FILED FOR RECORD NOVEMBER 15th, 1961 at 4:20 o'clock P.M.

#187560

P.I.C. No. 7 060 424

NO CONSIDERATION RELEASE

WHEREAS, Robert H. Finseth, also known as Robert Finseth and Thelma Finseth, husband and wife, and Effie Finseth, a widow and not remarried, executed a certain mortgage or deed of trust unto THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, dated July 27, 1961, to secure the payment of a note or bond of even date therewith in the sum of Twenty-Two Thousand and No/100 Dollars, recorded in Goodhue County, Minnesota, in Book 127 of Mortgages, page 343, on September 18, 1961, and

WHEREAS, the loan was never completed and no consideration for said mortgage or deed of trust was ever paid to the owner or owners of the property described in said mortgage or deed of trust by said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, and said Owner or Owners are justly and legally entitled to a full release of said mortgage or deed of trust,

NOW, THEREFORE, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, the legal holder and owner of said note or bond, does hereby remise, release and quitclaim unto the said Owner or Owners the property in said mortgage or deed of trust described. Provided, however, that nothing herein contained shall be held or construed to remise, release or quitclaim any right of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, except such rights as are held by the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA under the said note or bond and mortgage or deed of trust.

TO HAVE AND TO HOLD the same with all the appurtenances thereunto belonging free, clear and discharged from the encumbrance of the said mortgage or deed of trust.

IN WITNESS WHEREOF, the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA has caused these presents to be signed by its Vice President and attested by its Assistant Secretary, and its corporate seal to be hereto affixed in Newark, New Jersey, this 6th day of November 1961.

Signed, Sealed and Delivered in the presence of us

CHECKED
A.T.T.
APPROVED
EN

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Kate J. Morse
KATE J. MORSE

(Corp. Seal)

By J. T. Kverland
J. T. KWERLAND Vice President

Attest:

Emily K. Yoder
EMILY K. YODER

R. H. Bittner
R. H. BITTNER Assistant Secretary

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.:

On this 7th day of November 1961, before me the undersigned, a Notary Public of Minnesota, personally appeared J. T. Kverland and R. H. Bittner, so me personally known and known to me to be the Vice President and Assistant Secretary, respectively, of The Prudential Insurance Company of America, a corporation organized under the laws of the State of New Jersey, and also known to me to be the identical persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, of the above mentioned corporation, who, being by me duly sworn did acknowledge and say that they are a Vice President and Assistant Secretary, respectively, of The Prudential Insurance Company of America, the corporation described in and which executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that, being informed of the contents of said instrument, they signed, sealed and delivered the same, as such officers, in behalf of said corporation by authority of its Board of Directors; and that they executed the said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of the said corporation, for the uses, purposes and consideration therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Minneapolis the day and year first above written.

(Notary Seal)

Thomas H. Haggan THOMAS H. HAGGAN
Notary Public Hennepin County, Minn.
My Commission Expires Dec. 16, 1967.

FILED FOR RECORD NOVEMBER 15th, 1961 at 9:30 o'clock A.M.

#187569

KNOW ALL MEN BY THESE PRESENTS; That Pauline Milgrom, widow of Louis Milgrom, a single person, party of the first part, in consideration of One Dollar and other valuable consideration DOLLARS, to her in hand paid by Robert V. Spoor, party of the second part, does hereby sell, assign and transfer unto said party of the second part, his heirs and assigns, the interest in that certain contract, dated the third day of February 1956, made by E. H. Lidberg Co., Inc. as vendor, to Louis Milgrom and Pauline Milgrom, husband and wife, as vendee, and recorded in the office of the Register of Deeds in and for the County of Goodhue, State of Minnesota, in Book 9L of M.R., pages 568-570, for the sale and conveyance of the tract of land in said County and State, described as follows, to-wit: