

S.P. 6284-22 (T.H. 35W-394)  
Minn. Proj. I-IG-35W-3(42)116  
Highway Easement for  
Relocation of Trunk Highway No. 8  
New Brighton, Minnesota  
THE MINNESOTA TRANSFER RY. CO.

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of September, 1961, by and between THE MINNESOTA TRANSFER RAILWAY COMPANY, hereinafter called the "Company," and the STATE OF MINNESOTA, hereinafter called the "State," WITNESSETH:

WHEREAS, the State will construct S.P. 6284-22 (T.H. 35W-394), Minnesota Project I-IG-35W-3(42)116, a portion of which construction will consist of constructing approach fills on the company's right of way to proposed Overhead Bridges Nos. 9473 and 9474 in the East Half ( $E\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 32, Township 30 North, Range 23 West for the location and construction of Trunk Highway No. 8 at the location shown upon the print hereto attached, marked Exhibit "A" and hereby made a part hereof, and in further accordance with the State's plans, specifications and special provisions for said project; and

WHEREAS, the State requires from the Company a highway easement across its track and property at this location to accommodate the planned improvement of said trunk highway; and

WHEREAS, the State desires at this time that the Company grant permission to the State to proceed with the construction of the approach fills to said proposed Overhead Bridges Nos. 9473 and 9474, and to enter upon the Company's right of way with construction operations at the location shown colored cross-hatched in red on said Exhibit "A" and the Company is willing so to do upon the terms and conditions hereinafter stated.

The State contemplates that at a later date it will let a contract for the construction of Overhead Bridges Nos. 9473 and 9474 and, prior to the date of starting construction thereof, the State will enter into an agreement with the Company relating to the construction and maintenance of said overhead bridges.

NOW, THEN, IT IS AGREED:

1. That said plans, specifications and special provisions for the construction of said project be and the same are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth herein.

2. The Company, so far as it has the power to do so and expressly conditioned upon the performance by the State of all the covenants and agreements herein set forth to be by it kept and performed, hereby consents to the continuous use by the State for a public highway and for no other purpose the strip of land across the right of way and property of the Company shown colored in red upon said Exhibit "A" hereto attached and made a part hereof and hereby dedicates said strip of land to the public use forever for highway purposes; said strip of land being more specifically described as follows:

All that part of the following described tract:

A strip of land 100 feet in width through the East Half ( $E\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 32, Township 30 North, Range 23 West, being 50 feet wide on each side of the following described line: Beginning at a point on the north line of said Southeast Quarter ( $SE\frac{1}{4}$ ), said point being 685 feet west of the quarter post on the east line of said Section 32; thence southwesterly on the located center line of the railroad of the Minnesota Belt Line Railway and Transfer Company by a  $3^{\circ}00'$  curve, a distance of 251.03 feet; thence by a straight line, a distance of 2,442 feet to a point on the south line of said Section 32, said point being 1,274.4 feet west from the southeast corner of said Section 32;

which lies southeasterly of a line run parallel with and distant 100 feet northwesterly of the first following described line and northwesterly of a line run parallel with and distant 100 feet southeasterly of the second following described line:

Line 1. Beginning at a point on the south line of said Section 32, distant 192.42 feet east of the south quarter corner thereof, thence run northeasterly at an angle of  $60^{\circ} 10' 35''$  with said south section line for 476.44 feet; thence deflect to the right on a  $3^{\circ}00'$  curve (delta angle  $27^{\circ}25'15''$ ) for 914.03 feet; thence on tangent to said curve for 671.70 feet; thence deflect to the left on a  $6^{\circ}00'$  curve (delta angle  $27^{\circ}38'05''$ ) for 460.58 feet; thence deflect to the left on a  $3^{\circ}00'$  curve (delta angle  $26^{\circ}26'12''$ ) for 881.22 feet and there terminating;

Line 2. From the point of beginning of Line 1 described above, run southeasterly at right angles to said line for 64 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 90°00' for 417.4 feet; thence deflect to the right on a 3°00' curve (delta angle 27°25'15") for 914.03 feet; thence on tangent to said curve for 1,200 feet and there terminating;

containing 1.08 acres, more or less;

together with all right of access, being the right of ingress to and egress from all that portion of the above described tract not acquired herein, to Trunk Highway No. 8.

Reserving, however, unto the Company the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for highway purposes.

3. The State agrees that all work provided to be done by the State on the right of way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company or his authorized representative. The State agrees that any contract let by it for the performance of any construction work contemplated by this agreement will require the contractor to comply with all of the provisions relating to work on railroad right of way contained in Specifications for Highway Construction issued by the State, dated May 1, 1959, and to carry railroad protective insurance in accordance with Bureau of Public Roads Policy and Procedure Memorandum No. 20-12, dated March 5, 1959, providing protection to the Company.

4. The State shall notify the Company in advance of when the State's contractor will be working at the crossing site.

5. It is further understood and agreed by and between the parties hereto, anything to the contrary herein notwithstanding, that the Commissioner of Highways of the State of Minnesota shall not be personally liable or responsible to the Company or to any person or persons whomsoever for any claims, damages, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the performance or completion of the work contemplated hereunder.

It is the intent of the parties hereto that the laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity, and performance of the contract.



STATE OF MINNESOTA )  
                                  ) SS  
COUNTY OF RAMSEY )

On this 22nd day of September, 1966, before me  
Alice H. Thorson, a Notary Public, personally appeared  
Mr. B. N. Hawery, to me known to be the Vice President  
+ General Manager of The Minnesota Transfer Railway  
Company, the corporation which executed the foregoing instrument and,  
who, being duly sworn, did say that the seal affixed to said instrument  
is the corporate seal of said corporation and that said instrument was  
signed and sealed in behalf of said corporation by authority of its  
Board of Directors and the said Mr. B. N. Hawery  
acknowledged said instrument to be the free act and deed of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal, at my office, in the City of St. Paul, the day and year  
last aforesaid.

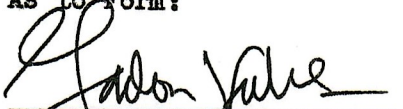
Alice H. Thorson  
Notary Public, Ramsey County, Minnesota  
My Commission Expires Sept 27, 1967

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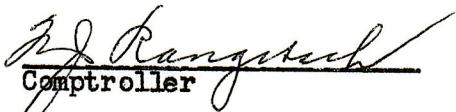
That Agreement by and between THE MINNESOTA TRANSFER RAILWAY COMPANY and THE STATE OF MINNESOTA, relating to the Relocation of Trunk Highway No. 8, New Brighton, Minnesota, Minnesota. Project I-IG-35W-3(42)116, is hereby

APPROVED - THE MINNESOTA TRANSFER RAILWAY COMPANY

As to Form:

  
General Solicitor

As to Accounting Department Interests:

  
Comptroller

As to Engineering Department Interests:

  
Chief Engineer

As to Operating Department Interests:

  
Superintendent

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2. The Company, so far as it has the power to do so and expressly conditioned upon the performance by the State of all the covenants and agreements herein set forth to be by it kept and performed, hereby consents to the continuous use by the State for a public highway and for no other purpose the strip of land across the right of way and property of the Company shown colored in red upon said Exhibit "A" hereto attached and made a part hereof and hereby dedicates said strip of land to the public use forever for highway purposes; said strip of land being more specifically described as follows:

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It is the intent of the parties hereto that the laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity, and performance of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Attest:

*R. J. Rongisch*  
SECRETARY

THE MINNESOTA TRANSFER RAILWAY COMPANY

By: *B. D. Lowery*  
Vice President and General Manager

Recommended for Approval:

*B. B. Salpin*  
Engineer of Railway Negotiations

In Presence of:

*W. M. M... ..*  
*A. H... ..*

STATE OF MINNESOTA

By: *J. J. ... ..*  
its Commissioner of Highways

Dated: September 27, 1961

Approved as to Form and Execution:

*[Signature]*  
Special Assistant Attorney General  
for the Commissioner of Highways

APPROVED  
DEPARTMENT OF ADMINISTRATION  
SEP 29 1961  
By *F. J. Duncan*  
Attorney at Law

NOT ENCUMBERED  
STATE AUDITOR  
BY *E. Brown*  
DATE 10-2-61

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

On this 22nd day of September, 1966, before me  
Alice H. Thorson, a Notary Public, personally appeared  
Mr. B. N. Hawery, to me known to be the Vice President  
& General Manager of The Minnesota Transfer Railway  
Company, the corporation which executed the foregoing instrument and,  
who, being duly sworn, did say that the seal affixed to said instrument  
is the corporate seal of said corporation and that said instrument was  
signed and sealed in behalf of said corporation by authority of its  
Board of Directors and the said Mr. B. N. Hawery  
acknowledged said instrument to be the free act and deed of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal, at my office, in the City of St. Paul, the day and year  
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As to Form:

  
General Solicitor

As to Accounting Department Interests:

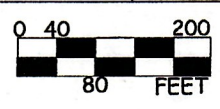
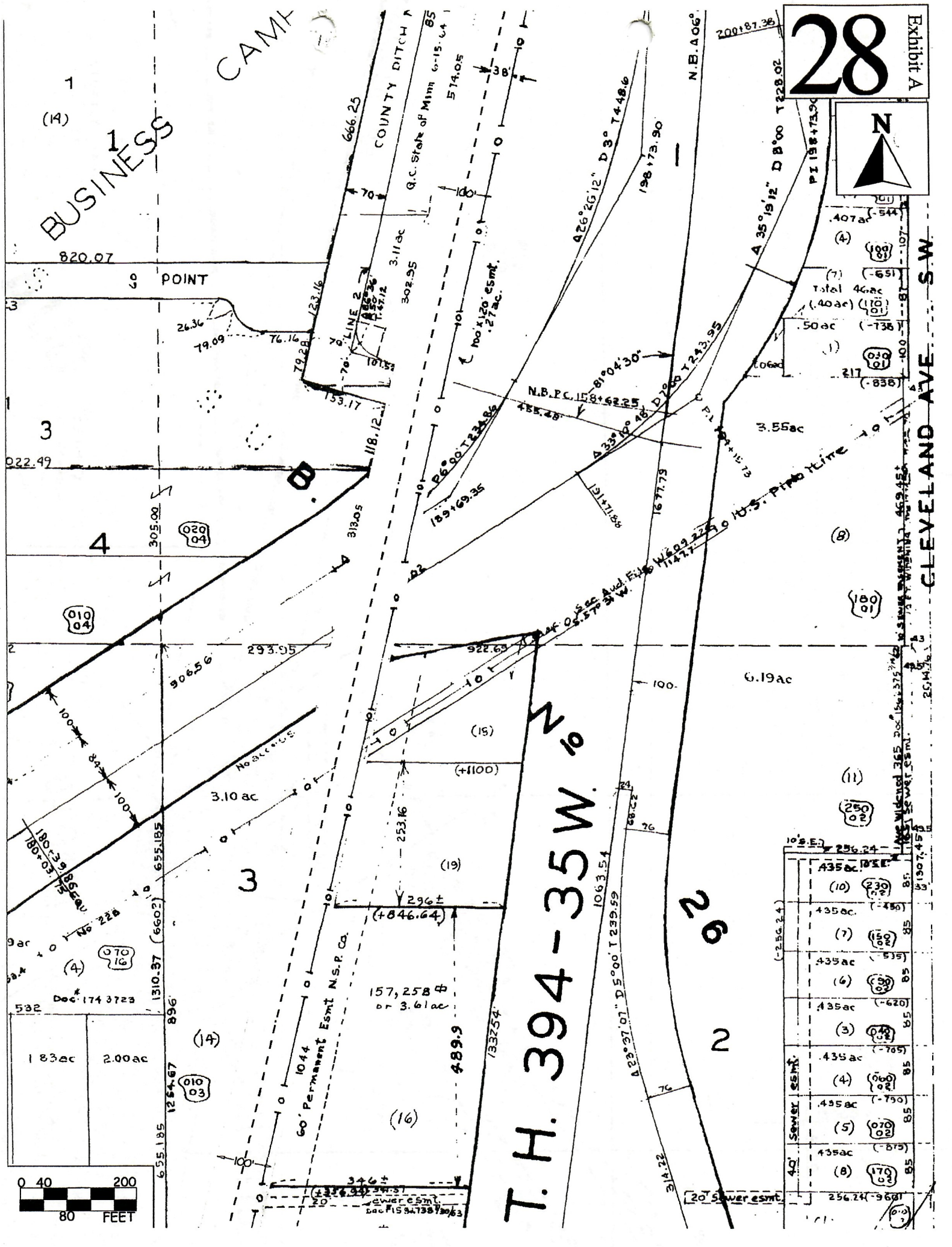
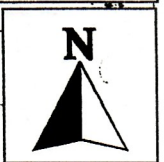
  
Comptroller

As to Engineering Department Interests:

  
Chief Engineer

As to Operating Department Interests:

  
Superintendent

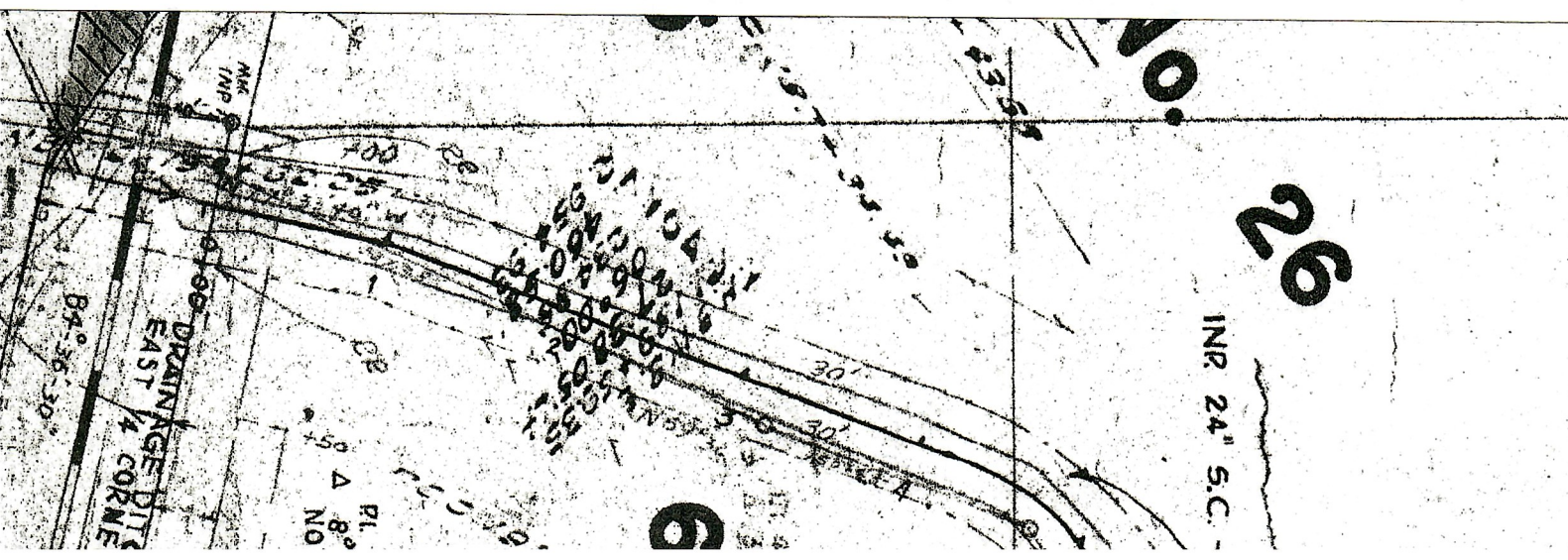


T. H. 394-35 W. 16 N

26 N

CLEVELAND AVE S.W.

435 ac. (10)	(230)
435 ac. (7)	(150)
435 ac. (6)	(30)
435 ac. (3)	(40)
435 ac. (4)	(00)
435 ac. (5)	(02)
435 ac. (8)	(170)



26 INR 24\" S.C.