

This Indenture, Made this -- 23rd -- day of - September - A. D.
19 18 , by and between the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,
and

**** STATE OF MINNESOTA ****

hereinafter called respectively the "RAILWAY COMPANY" and the "LICENSEE",

Witnesseth: That the Railway Company, in consideration of the sum of One and No/100
(\$1.00) - - - - - Dollars, to it paid by the Licensee ,
the receipt whereof is hereby acknowledged, and in further consideration of the faithful performance
by the Licensee of all its agreements herein contained, hereby grants unto said Licensee ,
permission and license, to construct, lay down, and thereafter maintain, repair, and use a
twelve (12) inch double strength sewer pipe for conducting drainage,
to be laid not less than seven (7) feet below the base of the ties
supporting the rails in the Railway Company's track and across its
right of way near Stillwater, in the East one half (E½) of Section
three (3), Township twenty-nine (29) North, Range twenty (20) West,
County of Washington, State of Minnesota.

The aforesaid - - pipe - - is to be laid underneath the surface of said premises and
underneath the - - - - main - - - - - track - of the Railway Company
and upon the route approximately shown by the full red line - extending between the points
marked respectively "A" and "B" on the plat hereto attached and made part thereof.

Subject Always to the observance and performance by the Licensee of all and singular
the following conditions, covenants and agreements to be by it observed, kept, and per-
formed, as follows, to-wit: and a default in or failure to perform any of said covenants, or a breach
of any of said conditions, shall work an immediate and absolute forfeiture of said grant.

First. It is a condition of the aforesaid grant that the Licensee shall not, and it
hereby agree s that it will not at any time enter upon the premises of the Railway
Company for the purpose of constructing, laying down, repairing, altering or changing said
- - - pipe - - - without first notifying the Chief Engineer of said Railway Company of
its desire and intention so to do; and that it will at all times prosecute all
its work upon said premises with reasonable care, skill and diligence, and to the satisfac-
tion of said Chief Engineer, and on the completion thereof will restore the surface of said premises
to the same condition in which it was prior to the Licensee 's entrance thereon.

Second. It is a further condition of the aforesaid grant, and the Licensee also agree s
that if at any time the Railway Company shall elect to raise or lower the grade of all or any part
of its premises upon, along or under which said - - - pipe - - - is constructed, then and
in every such case the said Licensee shall at once alter and change the location of said pipe
- - - - - so as to conform to the change of grade required by the Railway Company.

Third. It is a further condition of the aforesaid grant that the Licensee shall, and
it hereby agree s that it will, in carrying on any and all of the work hereinabove

mentioned or referred to, strictly conform to the directions and requirements of said Chief Engineer in all matters relating to the safety of operating trains upon and over the Railway Company's track and will not in any manner interfere with such operation without his consent; and that said Chief Engineer may, if he deems necessary so to do, protect and support said track while said Licensee ~~is~~ doing any work under and about the same, and shall remove the supports and restore said track to ~~its~~ former condition of usefulness when said work is completed.

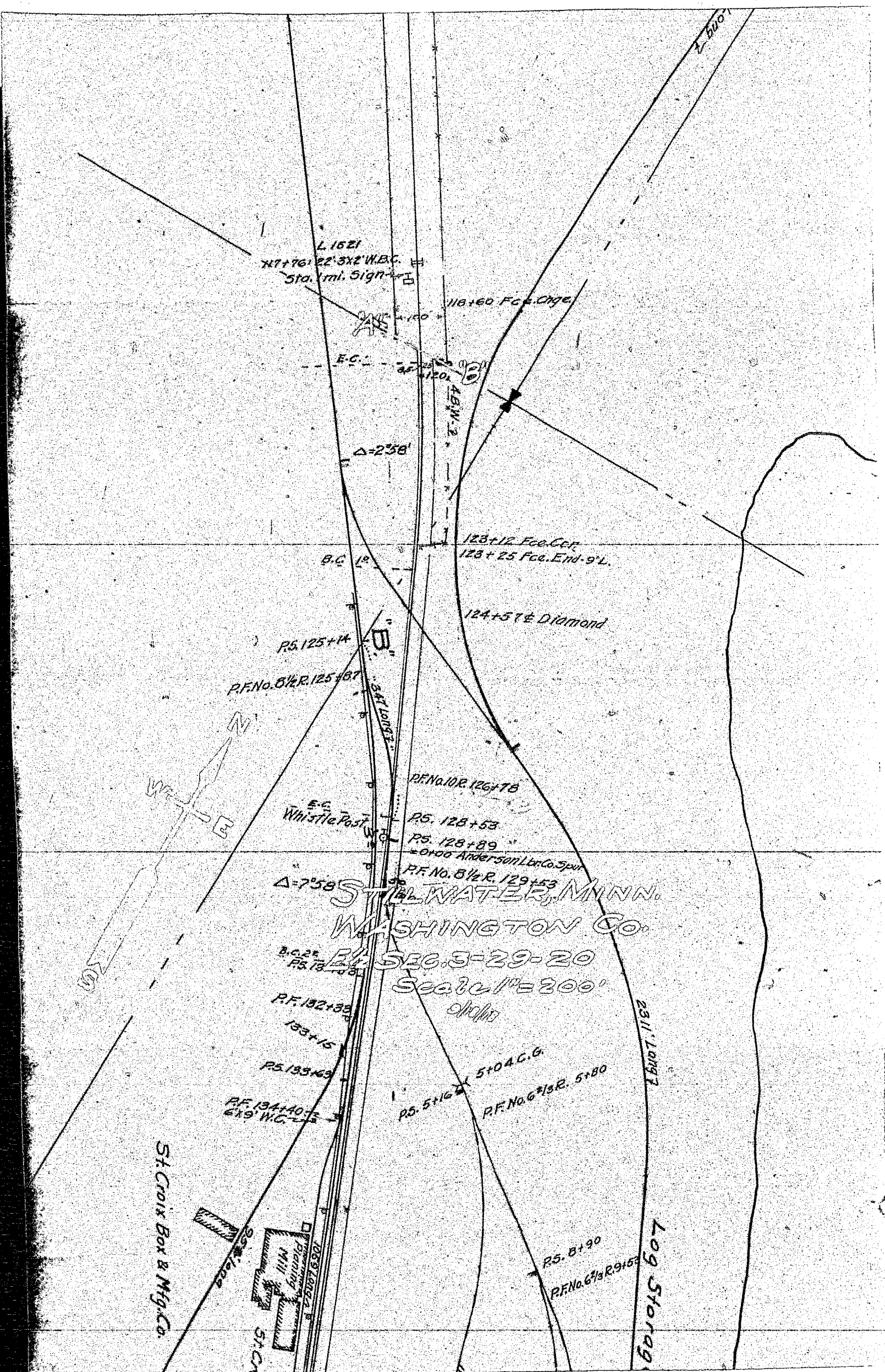
Fourth. It is a further condition of the aforesaid grant that the said Licensee shall, and ~~it~~ hereby agrees that ~~it~~ will bear and pay all the cost and expense which may at any time or in anywise appertain to the construction, laying down, maintaining, repairing, changing, or altering said ~~- - pipe - - -~~, and to the protecting and supporting of the Railway Company's track while any such work is in progress; and to the removing of the track supports and restoring said track and premises to their former condition of usefulness when said work is completed.

Fifth. It is a further condition of the aforesaid grant that said Licensee shall, and ~~it~~ hereby covenant and agree that ~~it~~ will and ~~it~~ do ~~es~~ hereby assume all risk of damage or injury to said ~~- - - pipe - - -~~ caused by the operation of trains upon and over the track now laid or which may hereafter be laid by the Railway Company, or caused by any change which it may make in the grade of its track or in the grade or use of its premises, and will at all times save and keep the Railway Company free, clear and harmless from any and all claims on account of any of the matters aforesaid; and that in case the Railway Company shall suffer or become liable for any loss, cost or damage whatsoever, in any manner arising from or growing out of constructing, maintaining, repairing, altering, changing, or using said ~~- - pipe - - -~~ then, and in any and every such case, the Licensee shall and will reimburse the Railway Company to the full amount of the loss or damage which said Company has sustained, or for which it has become liable.

~~**Sixth.** It is a further condition of the aforesaid grant, and the Licensee also covenant and agree that the Railway Company may revoke this license and permission at any time without liability to the Licensee therefor, upon giving to ~~it~~ sixty (60) days' previous notice in writing to that effect; that upon the expiration of the time specified in such notice, the said Licensee shall remove said ~~- - pipe - - -~~ from the premises of the Railway Company, under the direction and supervision of said Chief Engineer; and that in case of failure on the part of said Licensee to remove the same within the above mentioned time, it shall be understood that said ~~- - - pipe - - -~~ is abandoned, and said Railway Company may remove the same from its premises at the expense of said Licensee, or may disconnect said ~~pipe - - -~~ at the points where it enters and leaves said premises.~~

SIXTH: It is mutually covenanted and agreed that this license is made subject to all rulings, orders and regulations that may be made or entered by the United States Government during the period of Federal control of railroads, and may be modified or terminated thereby or pursuant thereto; and in case of such modification or termination, neither of the parties hereto shall have or make any claim against the other, or against the Government of the United States, on account of any damage that may result therefrom.

It is mutually agreed between the parties hereto that this agreement is subject to the right of the Director General to cancel the same and to occupy the leased premises whenever, in his judgment, the same are necessary for operating purposes.



L 1521
N7+76' 22' 3x2' W.B.C.
510 mi. Sign

118+60 Fcc. Chge.

E.C.

$\Delta = 2'58''$

123+12 Fcc. C.C.P.
123+25 Fcc. End. 9'L.

124+57 E Diamond

P.S. 125+14

P.F. No. 8 1/2 R. 125+67

P.F. No. 10 R. 126+78

P.S. 128+53

P.S. 128+89

0+00 Anderson Lbr. Co. Spur

P.F. No. 8 1/2 R. 129+53

$\Delta = 7'58''$ STILLWATER, MINN.

WASHINGTON CO.

SEC. 3-29-20

Scale 1" = 200'

P.F. 132+33

133+15

P.S. 133+63

P.F. 134+40
6x9' W.C.

P.S. 5+16 5+04 C.G.

P.F. No. 6 1/2 R. 5+80

P.S. 8+90

P.F. No. 6 1/2 R. 9+53

St. Croix Box & Mfg. Co.

23 1/2 Long

Log Storage

Lastly. The grants, covenants, and stipulations hereof shall extend to and be binding upon the respective successors, legal representatives, and assigns of the parties hereto; *provided, however,* that all the rights and privileges hereinabove granted shall cease and become void unless the same are exercised by the said Licensee within - - - one year - - - - - from the date hereof.

In Witness Whereof, the Railway Company and the Licensee have duly executed this indenture, the day and year first above written.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By *[Signature]*
Vice President ~~General Manager~~

Attest:

[Signature]
Secretary.

STATE OF MINNESOTA,

By *J. A. Purquist*
Governor.

Attest:

Julius Schuch
Secretary of State.

I approve of, and consent to, the execution of the foregoing License.

[Signature]
asst. to Federal Manager.
Chicago, Milwaukee & St. Paul Railroad.

1955

1955

LICENSE.

Chicago, Milwaukee & St. Paul
Railway Company

TO

State of Minnesota

67348

REGISTER'S OFFICE, }
Washington County, Minn. }

I hereby certify that the within instrument
was filed in this office for record on the 27th day
of December, A. D., 1918, at ... 9 o'clock
A. M., and was duly recorded in book ... 88
of ... Seeds ... on Page ... 161.

W. J. Magnusson
H. A. Dietzen

STATE OF MINNESOTA
DEPT OF STATE

Filed in the office of Secretary of
State this JAN 30 1919 day

Julius A. Schuch
Secretary of State

Julius A. Schuch
Secretary of State

Due
150

1955

County,