



312 / 922-3200

# Chicago, Rock Island and Pacific Railroad Company

LASALLE STREET STATION | CHICAGO, ILLINOIS 60605

J. O. CATHEY, DIRECTOR - INDUSTRIAL DEVELOPMENT AND REAL ESTATE

E. T. SMITH  
MANAGER - INDUSTRIAL DEVELOPMENT

O. C. THOMPSON  
MANAGER - REAL ESTATE

R. L. WILEY  
TITLE-CLOSING SUPERVISOR  
R. A. LAMBERTY  
LEASE SUPERVISOR

May 3, 1972

File: 51130-3

Mr. M. J. Galvin, Jr.  
Briggs and Morgan  
2200 First National Bank Building  
Saint Paul, Minnesota 55101

Dear Mr. Galvin:

Please refer to your letter of April 27, 1972, Port Authority  
of the City of Saint Paul-Railroad Crossing-File 5751.161.

Enclosed is a fully executed counterpart of the Road Crossing  
Agreement for extension of the Barge Channel Access Road and closure  
of the existing road crossing at E.P.S. 689+36.

Yours very truly,

Robert J. Haitsma  
Assistant to  
Manager-Real Estate

RJH/aw  
Enclosure

cc: Mr. Grege Beckett  
Chief Engineer  
Port Authority of the City of Saint Paul  
330 Minnesota Building  
4th and Cedar  
Saint Paul, Minnesota 55101

C. E. Weller  
O. R. Thurston - Des Moines, Iowa



ROAD CROSSING AGREEMENT

THIS AGREEMENT, Made and entered into between the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter designated Grantor), and the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a municipal corporation (hereinafter called Grantee),

W I T N E S S E T H:

WHEREAS, Grantee is a redevelopment agency within the meaning of Minnesota Statutes, Chapter 474, is engaged in the development of marginal lands and is engaged in industrial or port development on said undeveloped lands adjacent to Grantor's tracks; and,

WHEREAS, the Grantee presently maintains a private crossing for itself and its tenants and their business invitees over tracks of the Grantor; and,

WHEREAS, Grantee desires to eliminate said crossing and create a new crossing over Grantor's tracks,

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, and the following covenants of Grantee, does hereby grant to Grantee an easement for a road crossing for itself and its tenants and business invitees over and across Grantor's right-of-way, all as is described in Exhibit "A" and shown on the plat marked Exhibit "B" attached hereto and made a part hereof.

2. Grantor shall make all necessary alterations to its signal and communication lines, including leased lines; and after Grantee has completed that part of the crossing construction as hereinafter provided, Grantor shall construct by itself or its duly designated agents and thereafter maintain and repair the planked crossing over said tracks.

3. Grantee, for its successors, assigns, tenants and their business invitees, as a covenant running with the easement herein granted, agrees to pay Grantor from time to time within twenty (20) days after bills are rendered therefor all Grantor's costs and expenses incurred in construction, maintenance or repair of



the crossing including but not limited to the cost of labor, materials and supervision incident to said construction, expense of signal communications and alterations and any and all costs or expenses for flagging of said crossing during the construction period.

4. Grantee further covenants at its sole cost and expense to construct and thereafter maintain and repair the road crossing (except the plank portion crossing over Grantor's railroad tracks), and all improvements incidental thereto including grading, drainage facilities and crossbuck stop or warning signs required by law, all in accordance with plans and specifications to be approved by Grantor. Grantee further covenants to pay such costs and expenses for the installation, maintenance and repair of any additional protective devices or automatic warning signals as may be required and determined at said road crossing by the Public Service Commission of the State of Minnesota, it being understood that the cost of installing and maintaining said signs may be apportioned by said Commission between Grantor, Grantee and public funds.

5. While this easement and permission is granted to Grantee, its successors, assigns, tenants and business invitees, it is recognized that there is the likelihood of the crossing being used by unauthorized persons. Said Grantee agrees for the purpose of this agreement that all persons using the crossing shall, as between the parties hereto, be conclusively presumed to have been authorized to do so by Grantee.

6. It is agreed and understood that Grantee may at some point in the future transfer its interests in this agreement to the City of St. Paul for purposes of maintenance of said crossing as part of a network of public streets and Grantor agrees to accept said transfer.

7. Notwithstanding any provisions of this instrument, Grantor shall in no event incur liability to the Grantee for failure of or defect in the title or estate of the Grantor in and to the property described above.



IN WITNESS WHEREOF, the parties hereby have executed this agreement  
this 3rd day of May, 1972.

ATTEST:

E. F. Wilkinson  
Secretary  
E. F. Wilkinson

CHICAGO, ROCK ISLAND AND PACIFIC  
RAILROAD COMPANY

By O. C. Thompson  
Manager-Real Estate  
O. C. Thompson

In the Presence of:

Robert J. Haitzma  
Robert J. Haitzma  
Paul F. Longino  
Paul F. Longino

ATTEST:

Louis H. Meyers  
Secretary  
Louis H. Meyers

PORT AUTHORITY OF THE CITY OF SAINT PAUL

By Richard C. Radman  
President  
Richard C. Radman

In the Presence of:

Roscoe C. Brown  
Roscoe C. Brown  
Carol A. Wasielewski  
Carol A. Wasielewski

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

On this 3rd day of May, 1972, before me a Notary Public within and for said County, personally appeared O. C. Thompson and E. F. Wilkinson, to me personally known, who, being each by me duly sworn, did say that they are respectively the Manager-Real Estate and the Secretary of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, one of the corporations named in the foregoing instrument, and 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 said O. C. Thompson and E. F. Wilkinson acknowledged said instrument to be the free act and deed of said corporation.

Audrey E. Wians  
Notary Public  
Audrey E. Wians

My Commission Expires:

December 1, 1973



# Lake and Land Surveying Co.

WARREN I. FORSBERG, Registered Land Surveyor

SURVEY FOR: PORT AUTHORITY OF ST. PAUL, MINNESOTA

described as: Easement for crossing Chicago Rock Island Railroad right of way.

All or any part of Lots 15 thru 22, Block 56, West St. Paul Real Estate and Improvement Syndicate Addition No. 4 and any part of the vacated streets accruing to said Lots that is encompassed by a line described as follows: Commencing at the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 16, Township 28 North, Range 22 West, thence North  $0^{\circ}50'30''$  West for 341.10 feet to the Northerly line of the Proposed Road, thence North  $60^{\circ}11'$  West, along said Northerly line, for 1493.67 feet to the Easterly right of way line of the Chicago Rock Island and Pacific Railroad, also being the Point of beginning of the Line to be described, thence South  $15^{\circ}27'$  East for 33.88 feet, thence Southeasterly on a curve to the left having a radius of 2814.93 feet and a central angle of  $138^{\circ}54''$  for an arc distance of 80.98 feet to the Southerly line of Proposed Road, thence North  $60^{\circ}11'$  West along said Southerly line, for 143.74 feet, thence North  $15^{\circ}27'$  West for 113.67 feet, thence South  $60^{\circ}11'$  East for 142.08 feet to the point of beginning.

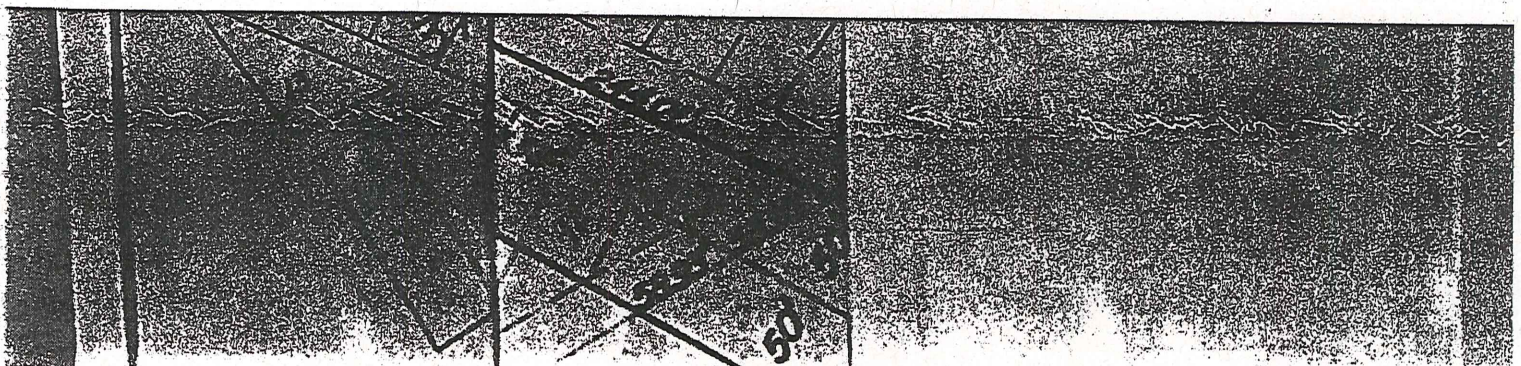
EXHIBIT "A"

CERTIFICATE OF SURVEY

I hereby certify that on 11/17, 1971 I surveyed the property described above and that the above plat is a correct representation of said survey.

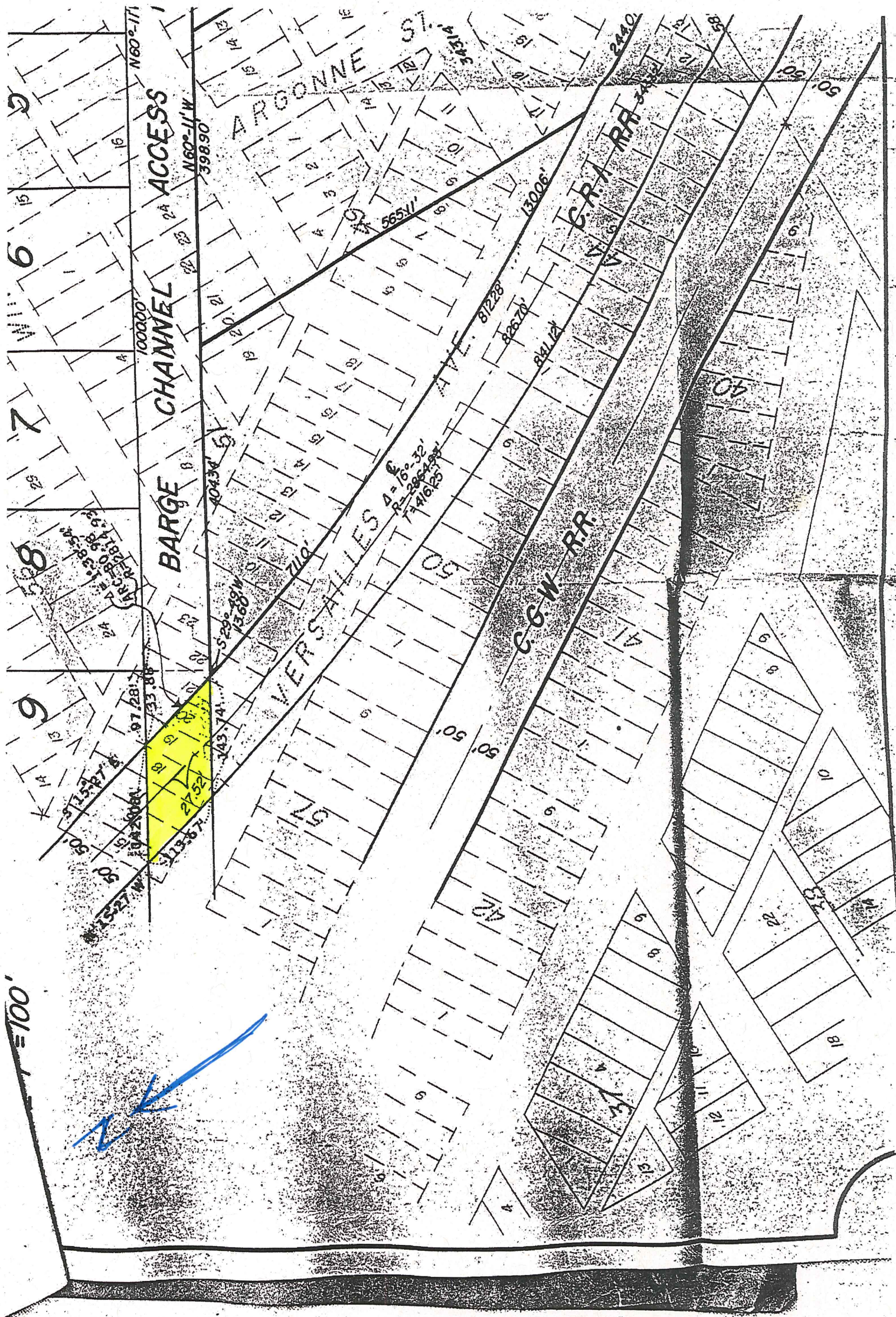
Scale: 1 inch \_\_\_\_\_ feet  
O—Indicates Iron Monument.

Signed \_\_\_\_\_





23



1" = 100'

