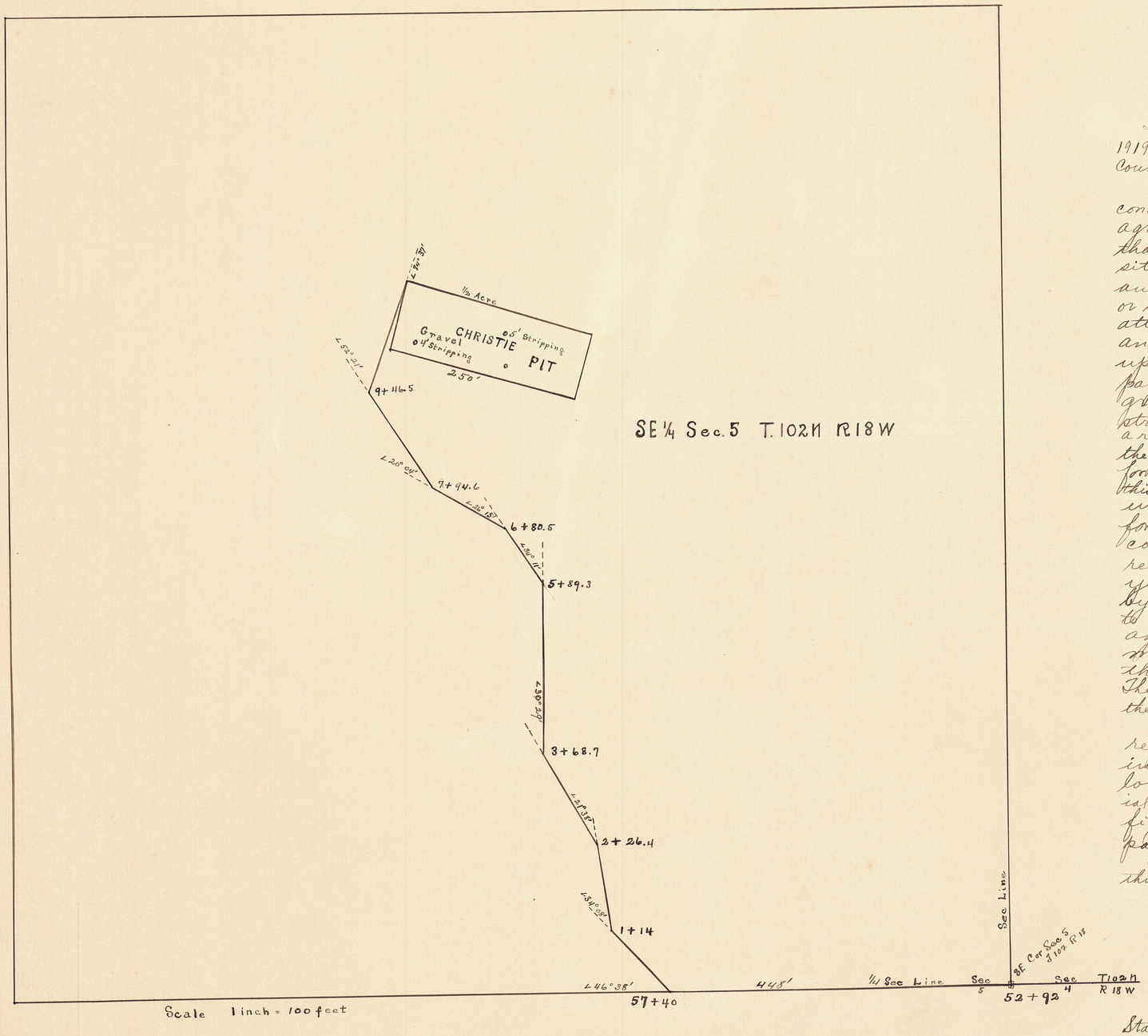
Gravel Pit in SE¼ Sec. 5, Twp 102, Range 18



Filed October 25th 1919
O. J. Simmons
Co. Auditor

Office of Register of Deeds,
Mower County,
State of Minnesota,
I hereby certify that the within instrument was filed for record in this office on the 20 day of Feby 1920 at 6 o'clock P. M., and duly recorded in Book 4 of Plats, Page 17
J. S. Wood Register of Deeds,
By _____ Deputy.

This agreement made and entered into, in duplicate, this 25th day of October, 1919, by and between Howard L. Christie, party of the first part and Mower County, Minnesota, party of the second part:

Witnesseth, That the party of the first for and in consideration of conditions and things to be done by party of the second part, hereby agree to sell and hereby does sell all the gravel and road material that party of the second part desires to remove from a gravel pit situate on the Christie Farm west of the City of Austin, Minnesota, and which pit is more particularly located by means of a plat or sketch drawn by the County engineer and which sketch is attached to the agreement retained by party of the second part, and the location of which gravel pit has already been agreed upon between the parties hereto. Party of the second part is to pay party of the first part fifteen cents for each yard of gravel or road material taken from the pit, other than strippings. Party of the first part is to allow party of the second part a road, the location of which is already agreed upon, for the purpose of hauling road material from said pit and for the purpose of carrying out the work contemplated in this contract, but second party has to maintain said drive way. Party of the first part may improve said drive way for his own use, not inconsistent with the purpose of this contract. Party of the second part is to be given the right to remove said road material at any time within four years from the date hereof, after which all rights granted by virtue of this contract are to cease and the same is to become null and void. Party of the second part agrees to haul not less than 5,400 yards of road material from said pit during 1920, provided there is that amount of suitable road material in said pit. The strippings are to be put back into the hole by party of the second part and leveled off.

Party of the first part as a part of the consideration hereto represents that he has the absolute authority from all parties interested in the ownership of the land where said pit is located, to sell and dispose of as much gravel and road material from the said Christie farm as he may desire and at such figures as he may desire and that he has the right to receive all pay therefor.

In testimony whereof the parties hereto have hereunto caused this agreement to be executed the day herein above mentioned.

Witnesses
A. C. White
Otto Baudler

Howard L. Christie
Chas L. Schwartz, Chairman of Board
O. J. Simmons Auditor
(Auditor's Seal)

State of Minnesota
County of Mower ss

On this 25th day of October 1919, before me personally appeared Howard L. Christie, to me known to be the party described in said instrument as party of the first part, and who acknowledged that he executed the same as his free act and deed.

(Notarial Seal)

Otto Baudler
Notary Public for Mower Co. Minn.
My Commission expires Dec. 18, 1924