



KAPLAN KIRSCH ROCKWELL

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ENTERED
Office of Proceedings
April 5, 2018
Part of
Public Record

April 4, 2018

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001



Re: *Hennepin County Regional Rail Authority – Acquisition Exemption – In Hennepin County, Minnesota*, STB Finance Docket No. 36177

Dear Ms. Brown:

I am attaching an original and ten (10) copies of the above referenced Notice of Exemption in the above-captioned proceeding.

With respect to the filing fee, we have enclosed under a separate cover a credit card authorization for payment of the filing fee. However, the Hennepin County Regional Rail Authority (HCRRA) is a local government entity. As a result, HCRRA is seeking a waiver of the filing fee based on the fact that it is a local government entity filing the Notice of Exemption on behalf of the general public. See 49 C.F.R. §1002.2(e); STB Ex Parte No. 542 (Sub-No. 6) - *Regulations Governing Fees For Services Performed In Connection With Licensing And Related Services--Policy Statement* (Served December 6, 2000). Specifically, 49 C.F.R. 1002.2(e)(1) states that “filing fees are waived for application and other proceedings which is filed by...a state or local government agency.” HCRRA is a local government agency filing the request on behalf of the general public. Accordingly, HCRRA requests that the filing fee submitted with the Notice of Exemption be waived.

We would appreciate you dating and stamping the extra copy and returning it to our office. Please note that a CD containing an electronic copy of this filing is enclosed.

Sincerely,

Charles A. Spitulnik
Counsel for Hennepin County
Regional Rail Authority

Cc: All Parties on Service List
FEE RECEIVED
April 5, 2018
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-- CONTAINS COLOR MAPS --

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO. 36177



**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY – ACQUISITION
EXEMPTION – IN HENNEPIN COUNTY, MINNESOTA**

VERIFIED NOTICE OF EXEMPTION

Dated: April 4, 2018

Communications with respect to this
document should be addressed to:

Charles A. Spitulnik
Steven L. Osit
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E-mail: csputulnik@kaplankirsch.com
sosit@kaplankirsch.com

*Counsel for Hennepin County Regional
Railroad Authority*

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB FINANCE DOCKET NO. 36177

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY – ACQUISITION
EXEMPTION – IN HENNEPIN COUNTY, MINNESOTA**

VERIFIED NOTICE OF EXEMPTION

Pursuant to 49 C.F.R. § 1150.42, the Hennepin County Regional Railroad Authority (“HCRRA”), a political subdivision of the State of Minnesota, hereby submits this Verified Notice that HCRRA intends to acquire from Soo Line Railroad Company d/b/a Canadian Pacific (“CP”) a permanent, irrevocable, exclusive rail freight operating easement over the Bass Lake Spur (the “Line”). The Line extends from Milepost 435.06 in Hopkins, Hennepin County, Minnesota, to Milepost 428.38 in St. Louis Park, Hennepin County, Minnesota, and includes a portion of the connecting track between the Bass Lake Spur and CP’s Minneapolis, Northfield and Southern (“MN&S”) Spur in St. Louis Park. Together with the Kenilworth Corridor,¹ the Line connects a line of Twin Cities & Western Railroad Company (“TCWR”) to the west with a line of BNSF Railway Company (“BNSF”) to the east. The Line is depicted on the map attached as **Attachment 1**.

¹ The Kenilworth Corridor is a 2.6-mile segment of rail line and right-of-way west of the Line, presently owned by HCRRA, and over which TCWR and CP have trackage rights. These tracks, and this Notice of Exemption, are directly related to a Petition for Declaratory Order that is being contemporaneously filed in STB Docket FD 36178 by the Metropolitan Council, described herein.



The proposed transaction is intended to facilitate the planning and future construction of the Southwest Light Rail Transit Project (the “SWLRT Project”), which, when complete, will provide transit light rail service from downtown Minneapolis through the communities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie.² The SWLRT Project is managed by the Metropolitan Council (“Council”), a non-railroad, political subdivision of the State of Minnesota.

Through the proposed transaction, HCRRA intends to acquire CP’s common carrier rights and obligations with respect to the Line. Immediately following HCRRA’s acquisition, CP intends to transfer the trackage and underlying real estate to the Council, subject to HCRRA’s permanent and exclusive rail freight operating easement.

The proposed transaction will not impact rail operations permitted under relevant trackage rights agreements over the Line. The Line was initially acquired by CP in 1986 from the now-defunct Chicago, Milwaukee, St. Paul and Pacific Railroad. In 1991, CP granted overhead trackage rights on the Line to TCWR. *See Twin Cities & W. R.R. Co. – Acquisition and Operation Exemption – Soo Line R.R. Co.*, ICC Finance Docket No. 31912 (Served Aug. 14, 1991).³ Since that time, TCWR has continuously operated over the Line. CP maintains the Line, but does not operate on it. Upon consummation of this transaction, CP will execute an agreement assigning to HCRRA its rights and responsibilities under the TCWR trackage rights agreement that pertain to the Line. HCRRA will have permanent and adequate rights to ensure

² See Southwest Light Rail Transit, <https://metro council.org/Transportation/Projects/Current-Projects/Southwest-LRT.aspx> (accessed Mar. 2, 2018).

³ The Line is included within the “rail lines in the Twin Cities Terminal” referred to in the Notice of Exemption issued by the ICC. *See Twin Cities & W. R.R. Co. – Acquisition and Operation Exemption – Soo Line R.R. Co.*, ICC Finance Docket No. 31912, Verified Notice of Exemption, at 2 n.1 (Filed July 19, 1991).

the provision of any required common carrier service on the Line, and neither HCRRA nor the Council will unreasonably interfere with or restrict TCWR's continued overhead operations.

The tripartite Easement Agreement between CP, the Council, and HCRRA is attached as **Attachment 2**. The partial assignment of CP's trackage rights agreement with TCWR to HCRAA is attached as **Attachment 3**.

REQUIRED INFORMATION FOR SMALL LINE ACQUISITIONS

In accordance with the requirements of 49 C.F.R. § 1150.43, HCRRA submits the following information in support of its proposed acquisition:

- (a) The full name and address of the applicant (49 C.F.R. § 1150.43(a))

Hennepin County Regional Railroad Authority
Attn: Executive Director
A2300 Hennepin County Government Center
300 South 6th Street
Minneapolis, Minnesota 55487

- (b) The name, address, and telephone number of the representative of the applicant who should receive correspondence (49 C.F.R. § 1150.43(b))

Charles A. Spitulnik
Steven L. Osit
Kaplan Kirsch & Rockwell LLP
1001 Connecticut Avenue, N.W., Suite 800
Washington, D.C. 20036
(202) 955-5600
cspitulnik@kaplankirsch.com
sosit@kaplankirsch.com

- (c) A statement that an agreement has been reached or details about when an agreement will be reached (49 C.F.R. § 1150.43(c))

HCRRA, CP, and the Council have negotiated an Easement Agreement setting forth the parties' respective rights and obligations in connection with HCRRA's acquisition of the easement that will allow HCRRA to acquire and fulfill CP's common carrier rights and

obligations with respect to the Line, and the transfer of the associated trackage and underlying real estate to the Council (**Attachment 2**).

(d) The operator of the property (49 C.F.R. § 1150.43(d))

CP granted overhead trackage rights to TCWR over the Line in 1991. *Twin Cities & W. R.R. Co. – Acquisition and Operation Exemption – Soo Line R.R. Co.*, ICC Finance Docket No. 31912 (Served Aug. 14, 1991). TCWR will retain the overhead trackage rights it currently possesses under the proposed acquisition, and will continue to have rights to operate over the Line as provided in its trackage rights agreement (*See Attachment 3*). HCRRA will have permanent and adequate rights to ensure the provision of any required common carrier service on the Line, and neither HCRRA nor the Council will unreasonably interfere with or restrict TCWR's continued overhead operations.

(e) A brief summary of the proposed transaction (49 C.F.R. § 1150.43(e))

1. Name and address of the railroad transferring the subject property

Soo Line Railroad Company
120 South Sixth Street, Suite 800
Minneapolis, MN 55402

2. Proposed time schedule for consummation of the transaction

The parties expect the transactions to be consummated in the second quarter of 2018.

3. Mileposts of the subject property

The Line extends from Milepost 435.06 (Tower E-14) in Hopkins, Minnesota, to Milepost 428.38 in St. Louis Park, Minnesota, and includes a portion of the connecting track between the Bass Lake Spur and CP's Minneapolis, Northfield and Southern Spur in St. Louis Park.

4. Total route miles being acquired

The total mileage of the Line is approximately 6.7 miles.

- (f) A map that clearly indicates the area to be served, including origins, termini, stations, cities, counties, and states (49 C.F.R. § 1150.43(f))

A map of the Line subject to the proposed acquisition is attached as **Attachment 1**.

- (g) A certificate that applicant's projected revenues as a result of the transaction will not result in the creation of a Class II or Class I rail carrier (49 C.F.R. § 1150.43(g))

HCRAA certifies its revenues from freight operations will not result in the creation of a Class I or Class II carrier. *Verification and Certification, infra.*

- (h) Interchange Commitments (49 C.F.R. § 1150.43(h))

The proposed acquisition does not involve an interchange commitment or other limitation of future interchange with a third-party connecting carrier.

ENVIRONMENTAL AND HISTORIC REPORT

Under 49 C.F.R. § 1105.6(c)(1)(i), HCRRA's proposed acquisition of the Line is exempt from environmental reporting requirements because the railroad operations on the Line will not be affected by the proposed acquisition. Similarly, the proposed acquisition is exempt from historic preservation reporting because rail operations will continue on the Line, and there are no plans to dispose of or alter properties subject to the Board's jurisdiction that are fifty years of age or older.⁴ 49 C.F.R. § 1105.8(b)(1). Further approval from the Board would be required for HCRRA to discontinue or abandon freight service currently available on the Line.

⁴The planned construction of the SWLRT Project will require minor realignment and/or reconstruction of the Line, which will not alter the milepost designations identified in prior proceedings with respect to operations over the Line. Board approval for the minor planned track realignment will not be required since it will not extend the territory or markets that HCRRA, CP, or TCWR serve. *BNSF Ry. – Petition for Declaratory Order*, STB Finance Docket

Additionally, the Federal Transit Administration has issued a Record of Decision with respect to the larger SWLRT Project, which includes a Section 106 Memorandum of Agreement with the Minnesota Historic Preservation Office. *See* Federal Transit Administration, Southwest Light Rail Transit Project (METRO Green Line Extension) (July 15, 2016), at <https://metro council.org/Transportation/Projects/Current-Projects/Southwest-LRT/Environmental/Record-of-Decision.aspx>.

CAPTION SUMMARY

A proposed caption summary for publication in the Federal Register, in the form prescribed by 49 C.F.R. § 1150.44, is attached as **Attachment 4**.

Respectfully submitted,



Charles A. Spitulnik
Steven L. Osit
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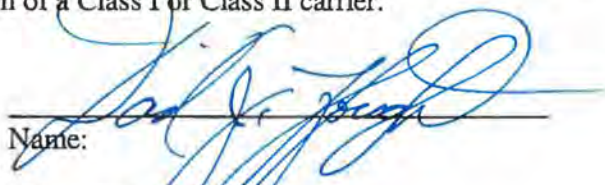
*Counsel for the Hennepin County Regional
Railroad Authority*

Dated: April 4, 2018

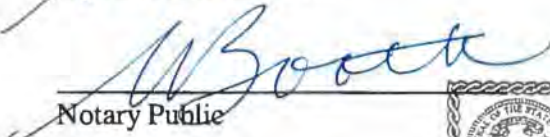
VERIFICATION AND CERTIFICATION

I, David Hough, Executive Director of the Hennepin County Regional Railroad Authority, verify under penalty of perjury that the facts recited in the foregoing Verified Notice of Exemption are true and correct. Further, I certify that I have personal knowledge of the facts stated therein and that I am authorized to verify these facts stated in the foregoing Verified Notice of Exemption.

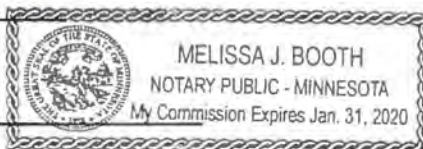
In addition, this is to certify, as required by 49 C.F.R. § 1150.43(g) that the Hennepin County Regional Railroad Authority's revenues from freight operations will not result in the creation of a Class I or Class II carrier.


Name: _____

Subscribed and sworn to
before me this 28 day of
March 2018.


Notary Public

My commission expires: _____



CERTIFICATE OF SERVICE

I hereby certify that I have this day caused a copy of the foregoing Verified Notice of Exemption to be served by first class mail, properly addressed and with postage prepaid, upon the following parties within an interest in this proceeding:

Karl Hansen
Stinson Leonard Street LLP
50 South Sixth Street
Suite 2600
Minneapolis, MN 55402

David Rifkind
Stinson Leonard Street LLP
1775 Pennsylvania Avenue NW
Suite 800
Washington, DC 20006

Edward Greenberg,
Thomas Wilcox
GKG Law, PC
1055 Thomas Jefferson Street NW
Washington DC 20007

Thomas J. Litwiler
Fletcher & Sippel LLC
Suite 920
29 N Wacker Dr
Chicago, IL 60606

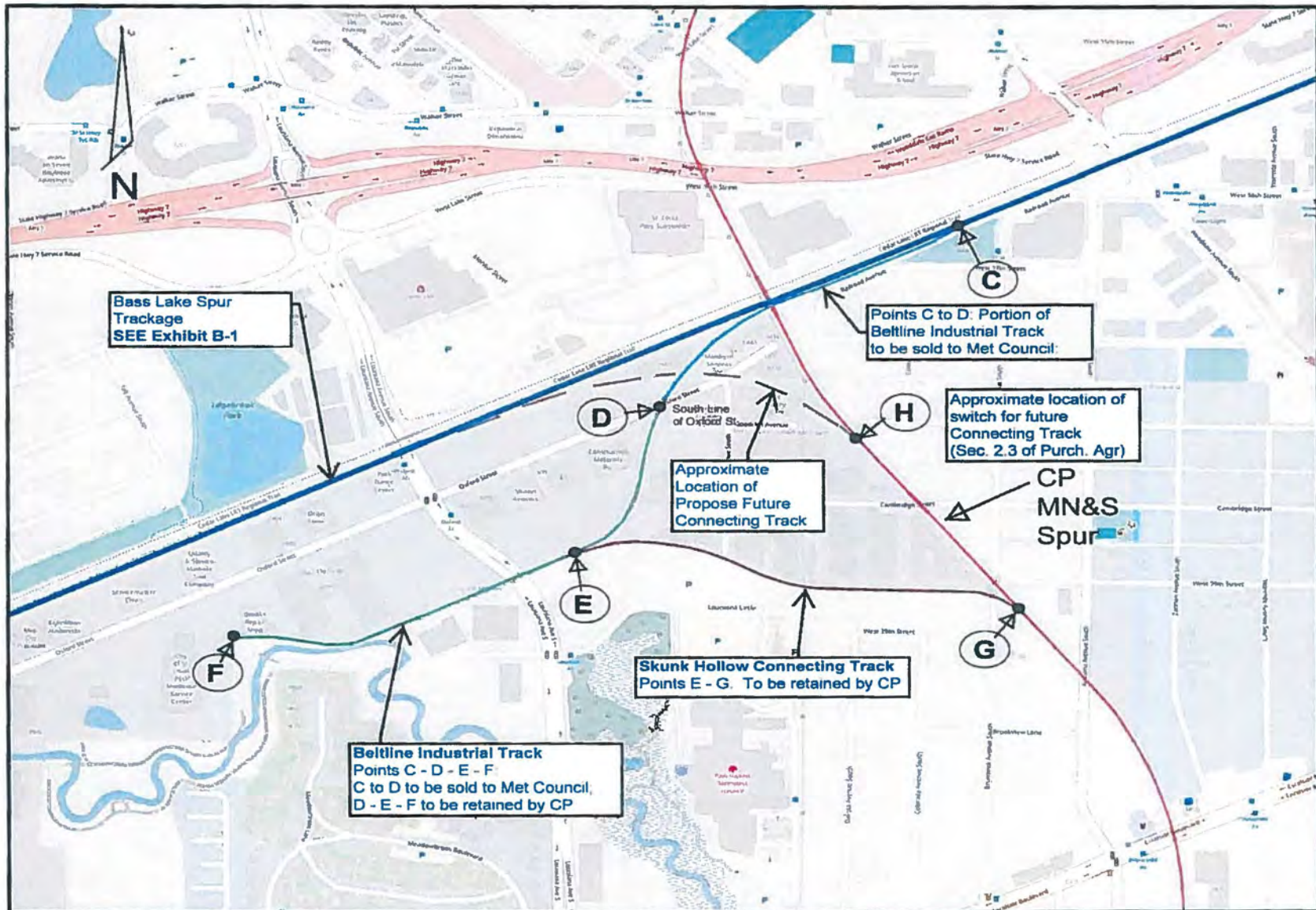


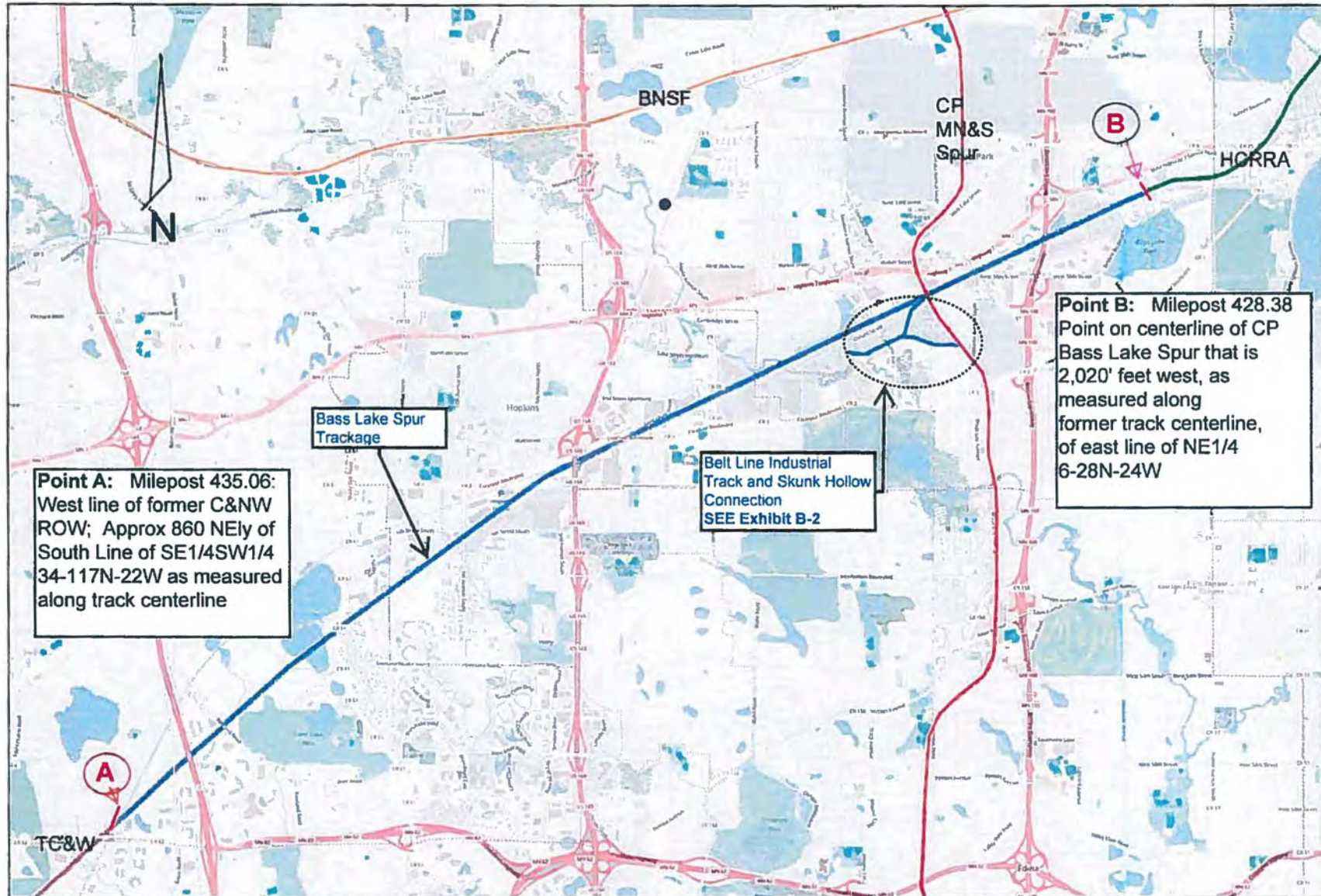
Steven L. Osit

*Attorney for Hennepin County Regional
Railroad Authority*

Dated: April 5, 2018

ATTACHMENT 1
Map of the Bass Lake Spur





ATTACHMENT 2

Easement Agreement

BASS LAKE SPUR FREIGHT RAIL EASEMENT AGREEMENT

1.0 PARTIES

This **BASS LAKE SPUR FREIGHT RAIL EASEMENT AGREEMENT** ("Agreement") is dated the _____ day of _____, 2018, the "Agreement Date," by and among

SOO LINE RAILROAD COMPANY, a Minnesota corporation, *doing business as* Canadian Pacific ("CP"),

HENNEPIN COUNTRY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of the State of Minnesota ("HCRRA"),

and

only as to Sections 2.1, 2.3, 2.5, 3.5, 3.6, 5.2, 5.4, 5.7, 6.1, 6.2, 7.1, 7.2, 7.3, and 8.0 and subsections thereof, **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota ("Council").

CP, HCRRA and the Council are herein collectively referred to as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

2.0 RECITALS

- 2.1 CP desires to sell to the Council certain railroad operating property located in Hennepin County, Minnesota comprising the rail line commonly known as the Bass Lake Spur and a portion of the rail line commonly known as the Belt Line Industrial Track (the "**Property**"); and
- 2.2 In connection with said sale, CP desires to convey to HCRRA all of CP's common carrier railroad freight rights and obligations with respect to the Property; and
- 2.3 In connection with HCRRA's acceptance of all CP's common carrier railroad freight rights and obligations with respect to the Property, the Council and HCRRA have entered into a Joint Powers Agreement (JPA) dated as of _____, 2018 (appended hereto as **Exhibit D**); and
- 2.4 Pursuant to that certain Twin Cities Trackage Rights Agreement dated July 26, 1991 between CP and Twin Cities & Western Railroad Company ("TCW"), as modified by a Supplemental Agreement dated July 27, 1993, a Relinquishment Agreement dated July 27, 1993 and a Second Supplemental Agreement dated April 30, 1996 (collectively, the "TRA"), CP granted to TCW certain nonexclusive rights for the overhead operation of TCW's freight trains and locomotives and cabooses on the Property and on other rail lines that are not included in the Property; and

- 2.5 To accommodate the Parties' intentions and TCW's continued overhead operations pursuant to the TRA, the Parties have entered into this Agreement.

NOW THEREFORE, for the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

3.0 DEFINITIONS

- 3.1 The "**Property**" that is the subject of this Agreement is located in Hennepin County, Minnesota and described in **Exhibit A** and depicted in **Exhibits B-1 and B-2**.
- 3.2 The "**Bass Lake Spur Trackage**" shall mean the freight railroad trackage, track connections, facilities and appurtenances, signals and switches located upon the Property.
- 3.3 "**HCRRA Transfer**" shall mean HCRRA consummation of STB exemption authority to acquire the Easement (as defined below) by assuming CP's common carrier rights and obligations over the Bass Lake Spur Trackage as set forth in Section 7.1.
- 3.4 "**Initial Description**" shall mean the initial legal description for the Easement which covers the entire Bass Lake Spur Property as described in **Exhibit A-1**.
- 3.5 "**Construction Description**" shall mean the description of the Easement, which includes the Initial Description and the additional real property the Council acquires for the Southwest LRT where portions of the Bass Lake Spur Trackage will be adjusted during the construction of Southwest LRT as described or depicted in **Exhibit A-2**.
- 3.6 "**Permanent Description**" shall mean the description of the Easement, which will include portions of the Initial Description and portions of the Construction Description as described or depicted in **Exhibit E**.

4.0 TRA PARTIAL ASSIGNMENT

- 4.1 CP and HCRRA agree that, effective upon the HCRRA Transfer, CP shall assign to HCRRA and HCRRA shall assume all of CP's rights and obligations under the TRA pertaining to the Bass Lake Spur Trackage to the extent provided in that certain Partial Assignment Agreement between CP and HCRRA of even date herewith; provided however, that neither CP nor TCW shall be released from liability to the other party for claims relative to the Bass Lake Spur Trackage arising under the TRA prior to such assignment.

- 4.2 Except as provided by Section 4.1, all provisions of the TRA shall remain in full force and effect as between CP and TCW.

5.0 GRANT OF RAIL EASEMENT

CP shall grant to HCRRA a permanent, irrevocable, exclusive, transferable and assignable rail freight operating easement upon and across the Property and the Bass Lake Spur Trackage, the “**Easement**,” as follows:

- 5.1 The Easement will be executed by CP and delivered to HCRRA in substantially the form appended hereto as **Exhibit C** to be effective upon the Consummation.
- 5.2 The Property is described in **Exhibit A** and the legal description of the Property to be included in the Easement document, the Initial Description, shall be derived from a survey to be supplied by the Council.
- 5.3 The rights encompassed by the Easement shall be limited to the use and operation of the Bass Lake Spur Trackage for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102(5), including but not limited to the construction, maintenance, repair, replacement and operation of freight rail and associated facilities. Subject to the provisions of the TRA, HCRRA shall have the exclusive right and obligation to exercise, or ensure the exercise of, the rights and obligations of a common carrier by railroad, as defined in 49 U.S.C. §11101 on the Bass Lake Spur Trackage.
- 5.4 Upon the consummation of CP's sale of the Property and the Bass Lake Spur Trackage, the Council shall own the Bass Lake Spur Trackage and underlying Property subject to the rights of HCRRA pursuant to the Easement and HCRRA and TCW's rights pursuant to the TRA.
- 5.5 CP shall not be responsible for any railroad operating taxes levied against the Bass Lake Spur Trackage after CP's conveyance of the Property to the Council.
- 5.6 HCRRA shall not discontinue or abandon rail freight service on the Bass Lake Spur Trackage without required authorization from the Surface Transportation Board (“**STB**”) or successor agencies.
- 5.7 HCRRA's right to assign the Easement shall be subject to the JPA, and authorization from the STB or successor agencies.
- 5.8 The Easement granted by CP is without warranty and subject to all encumbrances existing as of the Agreement Date. HCRRA acknowledges that it is aware of the condition of the Property and the Bass Lake Spur Trackage, and accepts the Easement in its current “AS IS, WHERE IS, WITH ALL FAULTS” condition, except for (and specifically excluding) any environmental condition existing prior to CP's conveyance of the Property to the Council.

- 5.9 The Easement shall run with the land and shall be binding upon the successors and assigns of the Property until HCRRA or its successors or assigns have abandoned the railroad common carrier obligation pursuant to all required governmental approvals, at which time this Agreement and the Rail Freight Operating Easement shall terminate, subject to the Reservation of Rights for LRT set forth in Section 7.2 and such rights and obligations that survive such termination as expressly provided in this Agreement.

6.0 COMMON CARRIER RAILROAD OBLIGATIONS

- 6.1 HCRRA to Obtain STB Authority. Prior to execution of this Agreement, HCRRA shall have, at the sole cost and expense of HCRRA or the Council, submitted a Notice of Exemption pursuant to 49 C.F.R. § 1150.41, *et seq.*, to the STB to acquire the Easement and assume CP's common carrier rights and obligations along the Bass Lake Spur Trackage in accordance with the terms of this Agreement and the Easement.
- 6.2 Notice to STB. On the next business day after CP conveys the Property to the Council, HCRRA shall notify the STB of its acquisition of the Easement and assumption of the common carrier rail rights and obligations on the Bass Lake Spur Trackage.

7.0 SALE OF BASS LAKE SPUR PROPERTY

- 7.1 Sale of Bass Lake Spur Property by CP to Council. HCRRA acknowledges and consents and waives any and all objections to CP's sale of the Property to the Council and to the transfer of CP's rights and obligations under the Easement to the Council. CP and the Council acknowledge that HCRRA's execution of this Agreement and the conveyance of the Easement is predicated and contingent on the immediate subsequent conveyance of the Property to the Council pursuant to that certain Real Estate Purchase Agreement (the "**Real Estate Purchase Agreement**") dated as of _____, 2018 between CP and the Council, and on the execution of that certain Partial Assignment Agreement between CP and HCRRA. At the closing for CP's sale of the Property to the Council, CP will convey the Easement to HCRRA immediately before CP conveys the Property to the Council. If CP does not deliver the Quit Claim Deed referred to in the Real Estate Purchase Agreement to the Council within 1 hour after the Easement is conveyed to HCRRA, the conveyance of the Easement to HCRRA shall be void ab initio following written notice by HCRRA to CP within 48 hours after conveyance of the Easement to HCRRA.
- 7.2 Reservation of Rights for LRT. HCRRA acknowledges that the Council intends to construct and operate a light rail transit service called the Southwest LRT line (the "**Southwest LRT**") upon the Bass Lake Spur Property. CP specifically reserves the right of the Council to use the Property for the construction, operation and maintenance of the Southwest LRT, expressly subject to the provisions of this

Easement. The Council, its successors and assigns, agrees that its construction and operation of the Southwest LRT will not unreasonably interfere with the ability of HCRRA to continuously operate as a rail carrier and fulfill its common carrier obligations along the Bass Lake Spur Trackage or unreasonably interfere with TCW's overhead operations as permitted under the TRA.

- 7.3 Reservation of Rights Subject to Modification of Initial Description. Subject to the provisions of Section 7.2, HCRRA and the Council anticipate that during construction of Southwest LRT and after construction thereof, the Easement area will be modified to reflect the fact that: (1) the Bass Lake Spur Trackage may shift, in part, onto other property acquired by the Council for the project as depicted in Exhibits A-2 and E; and (2) the Skunk Hollow Connection will be severed during construction and the Council intends to construct a new connection track from the Bass Lake Spur to CP's MN&S Spur main line, as shown in approximation on Exhibit B-2. This modification of the Easement area and the reservation of rights will be subject to a Construction Description, and a Permanent Description for the Easement. The Initial Description will be modified by the Council and HCRRA executing one or more Amended and Restated Easement Agreement(s) modifying the Initial Description. The Amended and Restated Easement Agreement(s) shall only amend the Easement area, and shall not change the terms of the Easement so that HCRRA may operate the Bass Lake Spur Trackage and TCW may continue overhead operations pursuant to the TRA, and shall not alter the rights reserved for Southwest LRT as set forth herein. The Council and HCRRA shall record one or more Amended and Restated Easement Agreements.

8.0 MISCELLANEOUS.

- 8.1 Further Actions. The Parties shall execute and deliver all further documents and take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.
- 8.2 Time of the Essence. Time is of the essence of each provision in this Agreement where time is a factor.
- 8.3 Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.
- 8.4 Binding Covenants. The provisions herein shall be deemed covenants that run with the land, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 8.5 Governing Law. This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

- 8.6 Counterparts. This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.
- 8.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8.8 No Presumption against Drafter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

9.0 EXHIBITS AND RECITALS

- 9.1 The recitals set forth in Section 2.0 are a part of this Agreement.
- 9.2 Appended here to and made a part hereof are the following Exhibits:
- Exhibit A: Property Description
 - Exhibit A-1: Initial Description
 - Exhibit A-2: Construction Description
 - Exhibit B-1: Map of the location of rail line between Milepost 435.06 (Tower E-14) and Milepost 428.38
 - Exhibit B-2: Map of the location of Belt Line Industrial Track and Skunk Hollow Connection
 - Exhibit C: Rail Freight Operating Easement
 - Exhibit D: Joint Powers Agreement
 - Exhibit E: Permanent Description

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below. Furthermore, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

**SOO LINE RAILROAD COMPANY
d/b/a CANADIAN PACIFIC**

By: _____

Its: _____

**HENNEPIN COUNTY
REGIONAL RAILROAD AUTHORITY
STATE OF MINNESOTA**

By: _____
Peter McLaughlin, Chair

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
Executive Director

Date: _____

By: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

Assistant County Attorney

Date: _____

As to Sections 2.1, 2.3, 2.5, 3.5, 3.6, 5.2, 5.4, 5.7, 6.1, 6.2, 7.1, 7.2, 7.3, and 8.0 and subsections thereof, of this Agreement:

METROPOLITAN COUNCIL

By _____
Weston Kooistra, Regional Administrator

Date _____

EXHIBIT A

PROPERTY DESCRIPTION

A. That certain line of railroad extending easterly from

Point "A" at RAILROAD Milepost 435.06 near Hopkins, Minnesota, at the connection with the rail line of the Twin Cities & Western Railroad Company, being the former west line of the right of way of the Chicago and North Western Railway, which point is approximately 860 feet northeasterly, as measured along the centerline of the Twin City and Western Railroad, from the south line of the SE1/4SW1/4 of Section 34, Township 117 North, Range 22 West to Point B at railroad Milepost 428.38, at the connection with the rail line now or previously owned by the Hennepin County Regional Railroad Authority, being approximately 2,020 feet west, as measured along the centerline of CP's former main line track of the east line of the NE1/4 of Section 6, Township 28 North, Range 24 West, the approximate location of which is shown upon **Exhibit B-1**; and

B. That portion of the certain line of railroad known as the Belt Line Industrial Track located in Lot 7, Section 16, SE1/4SE1/4 of Section 17 and the NE1/4NE1/4 of Section 20, all in Township 117 North, Range 21 West that lie south of the main line right of way set forth in the preceding Paragraph A and north of the South Line of Oxford Street, in approximately the location shown between Points "C" and "D" upon **Exhibit B-2**.

EXHIBIT A-1

INITIAL DESCRIPTION

Mapping and legal descriptions of the “Bass Lake Spur Property”.

Approximately 200 feet of railroad right of way, more or less, located Section 8, Township 2S, Range 34, described in Hennepin County Recorder's Office Document No. AS505778, (C167798) any part thereof located in Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. AT505836.

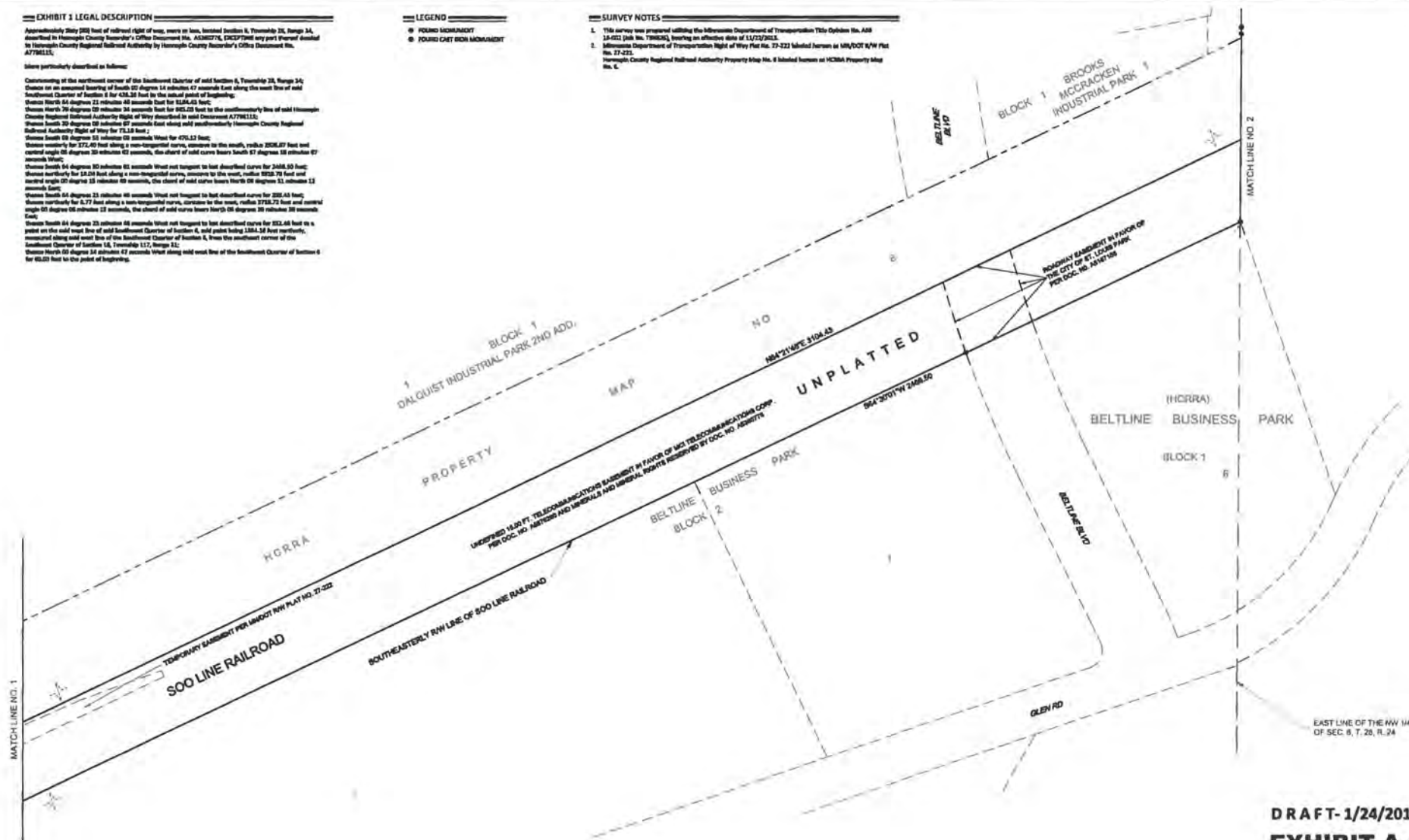
more particularly described as follows:

[illegible]

☐ FOUND MONUMENT

☐ FOUND CART FROM MONUMENT

1. This survey was prepared utilizing the Minnesota Department of Transportation Title System No. A88 15-022 (Job No. T96036), bearing an effective date of 11/27/2013.



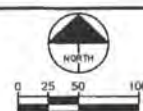
DRAFT- 1/24/2018
EXHIBIT A-1

[illegible]

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THEODORE S. BROWN
DATE

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1



SHEET
2
OF
3

Approximately 5000 feet of cultural right of way, more or less, between Section 4, Township 2S, Range 34, described in Hennepin County Recorder's Office Document No. A680776, C13271989 any part thereof located in Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7700154.

More particularly described as follows:

Overturning at the northern corner of the Southwestern Quarter of Section 4 and Township 15S, Range 14E
 Crosses on the southeast line of South 29 degrees 14 minutes 42 seconds East along the west side of said
 section 4 at 100 feet from the northeast corner of said section 4, bearing S 72° 12' 12" E 121.33 feet
 Crosses North 84 degrees 12 minutes 40 seconds East for 106.53 feet
 Crosses North 79 degrees 49 minutes 24 seconds East for 181.33 feet to the southwest corner of said Township
 Section 4 and Township 15S, Range 14E
 Crosses South 20 degrees 08 minutes 00 seconds East along said southwestern Township Section 4
 Railroad corner of West 75.25 feet
 Crosses North 89 degrees 08 minutes 00 seconds East for 430.12 feet
 Crosses section for 272.62 feet along a true horizontal curve, arcwise to the south, radius 2705.77 feet and
 bearing N 89° 08' 00" E 430.12 feet
 Crosses North 77 degrees 00 minutes 00 seconds East for 344.00 feet
 Crosses section for 20 minutes 02 seconds West not yet located to find described curve for 344.00 feet
 Crosses section for 18.65 feet along a main horizontal curve, arcwise to the west, radius 3312.72 feet and
 central angle 59 degrees 15 minutes 49 seconds, then curve of said curve bears North 59 degrees 15 minutes 49
 seconds East for 344.00 feet
 Crosses North 44 degrees 12 minutes 40 seconds West not yet located to find described curve for 238.00 feet
 Crosses section for 4.77 feet along a main horizontal curve, arcwise to the south, radius 1775.37 feet and
 bearing N 44° 12' 40" W 4.77 feet
 Crosses North 84 degrees 12 minutes 40 seconds West not yet located to find described curve for 262.00 feet
 Crosses North 79 degrees 49 minutes 24 seconds East for 181.33 feet to the southwest corner of said Township
 Section 4 and Township 15S, Range 14E
 Crosses North 79 degrees 49 minutes 24 seconds East for 181.33 feet to the southwest corner of said Township
 Section 4 and Township 15S, Range 14E
 Crosses North 79 degrees 49 minutes 24 seconds East along said west line of the Southwestern Quarter of Section 4

☐ FOUND MONUMENT
☐ FOUND CAST IRON MONUMENT

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Update No. 408 18-022 (See Inv. T89626), bearing an effective date of 11/11/2013.
2. Jackson County Regional Railroad Authority Property Map No. 8 labeled Survey as HCBA Property Map No. 8.

[illegible]

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THEODORE S BROWN
DATE:



SHEET
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OF
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NO.	DATE	DESCRIPTION	REVISION	REMARKS
1	01/24/18	ISSUED FOR PERMIT		
2	01/24/18	ISSUED FOR PERMIT		
3	01/24/18	ISSUED FOR PERMIT		
4	01/24/18	ISSUED FOR PERMIT		
5	01/24/18	ISSUED FOR PERMIT		
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CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2



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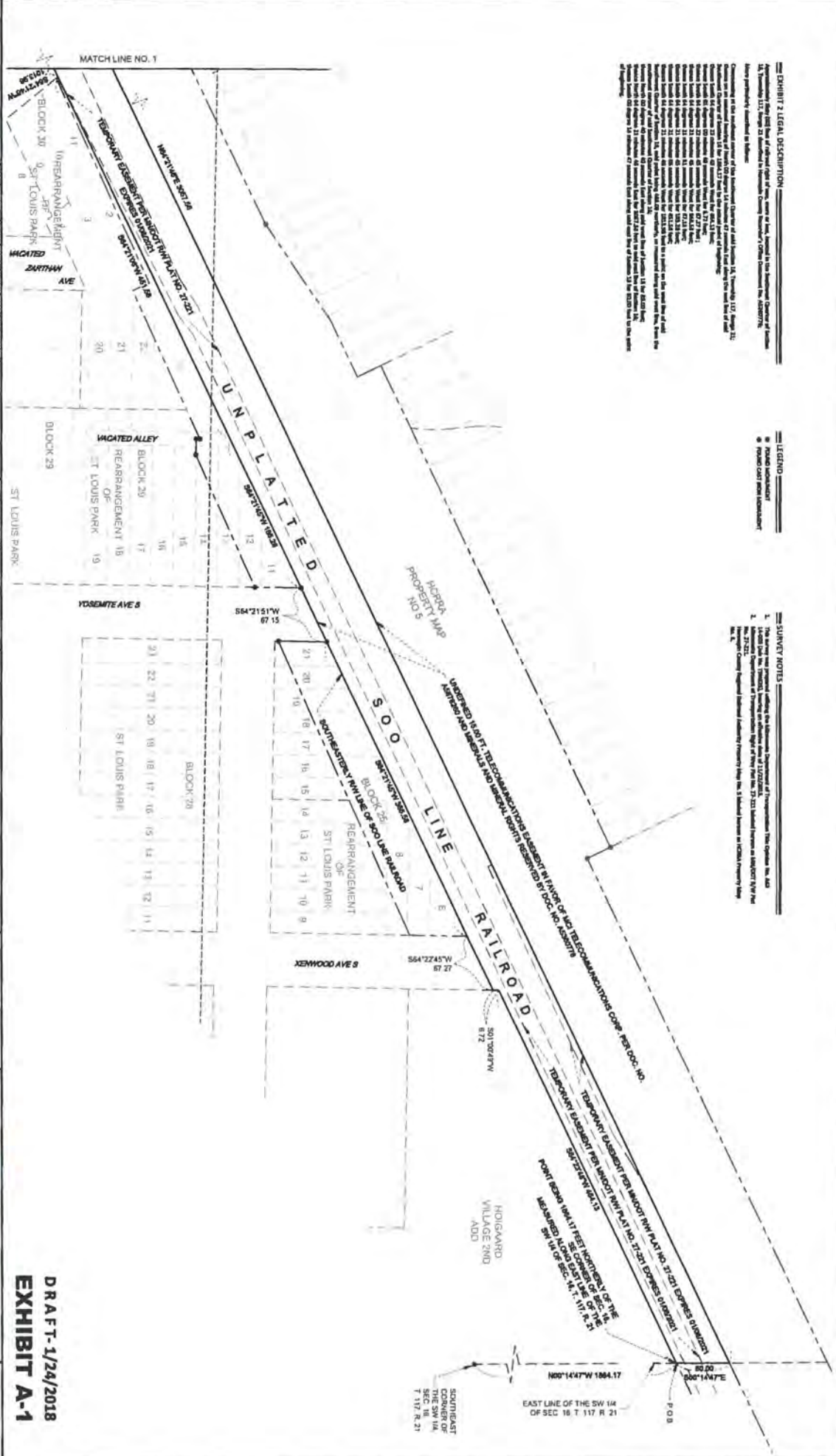


EXHIBIT 2 LEGAL DESCRIPTION

Approximately 500 feet long and 100 feet wide, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway, containing the following described parcels:

Parcel 1: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 2: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 3: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 4: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 5: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 6: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 7: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 8: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 9: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

Parcel 10: 1/2 of the SW 1/4 of Section 16, Township 12N, Range 21E, containing 12.5 acres, more or less, bounded to the south by the line of the Southwest Railway, to the north by the line of the Southwest Railway, to the east by the line of the Southwest Railway, and to the west by the line of the Southwest Railway.

LEGEND

1. RAILROAD RIGHT-OF-WAY

2. PROPERTY MAP

3. UNPLATTED

4. S.O.O. LINE

5. BLOCK 28

6. BLOCK 29

7. BLOCK 30

8. LOT 1

9. LOT 2

10. LOT 3

11. LOT 4

12. LOT 5

13. LOT 6

14. LOT 7

15. LOT 8

16. LOT 9

17. LOT 10

18. LOT 11

19. LOT 12

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93. LOT 86

94. LOT 87

95. LOT 88

96. LOT 89

97. LOT 90

98. LOT 91

99. LOT 92

100. LOT 93

SURVEY NOTES

1. The survey was conducted by the Surveyor General of the Province of Ontario, and the results are hereby certified to be correct.

2. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

3. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

4. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

5. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

6. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

7. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

8. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

9. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

10. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, c. S. 27, and the results are hereby certified to be correct.

DRAFT-1/24/2018
EXHIBIT A-1

Approximately 1500 feet of railroad right of way, more or less, located in the Southwest Quarter of Section 18, Township 117, Range 22 identified in Minnesota County Geographic's CDOT Document No. 66301770.

More particularly described in follow-up:

Overlapping at the southeast corner of

[illegible]

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2. This survey was prepared with the Minnesota Department of Transportation Title Daphnia No. A-53 1-6-02 (July No. 1998) under an affidavit date of 1/17/2002.

2. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A52 14-020 (Job No. T09003), bearing an effective date of 11/22/2013.
3. Hennepin County Regional Railroad Authority Property Map No. Shaded Turnout on HCMA Property Map No. 2.

[illegible]

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

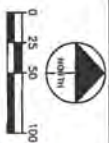
THEODORE & BROWN	
DATE	LIC. NO. 31878



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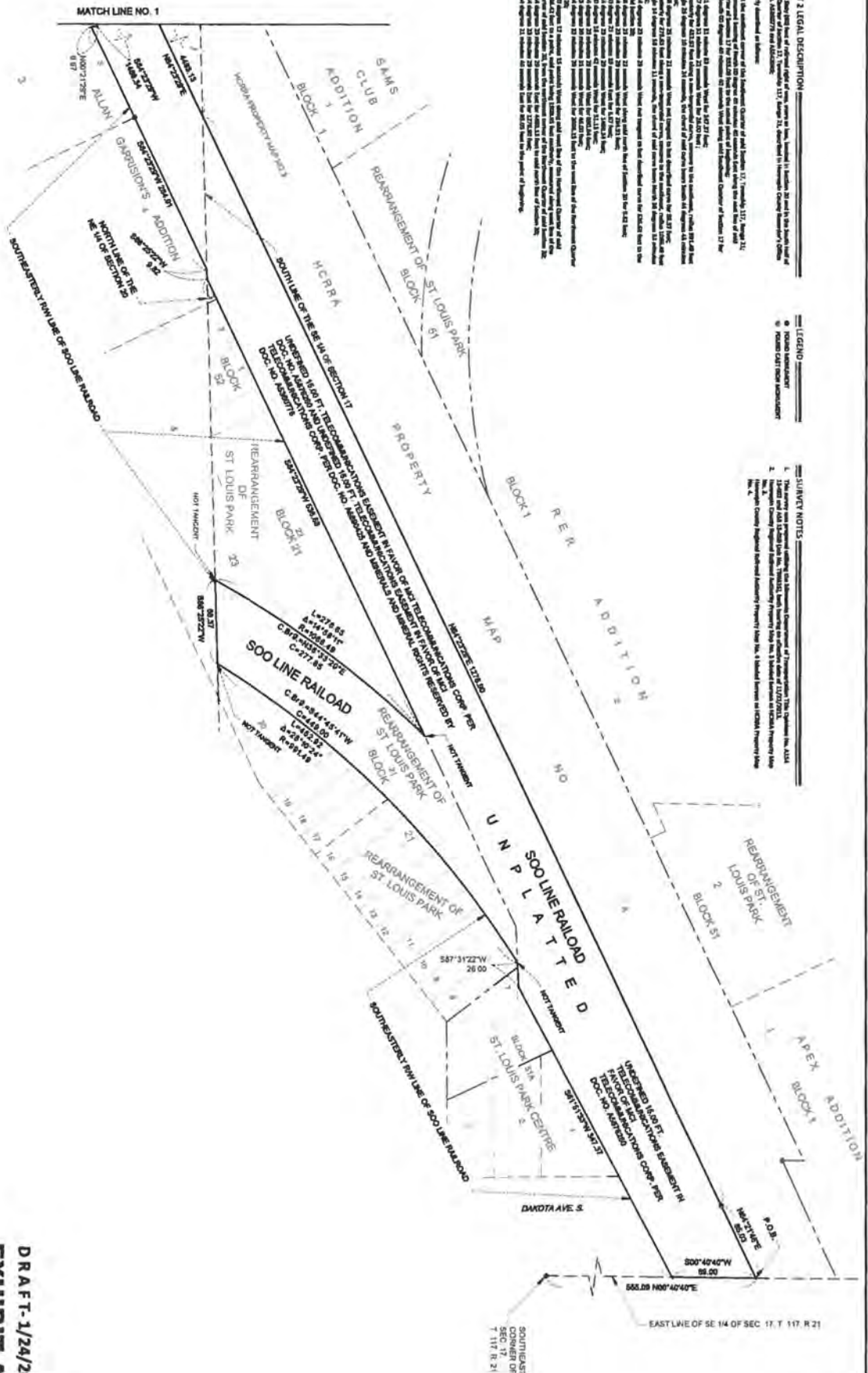
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CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3



SHEET
1
OF
4

DRAFT-1/24/2018
EXHIBIT A-1



== EXHIBIT 2 LEGAL DESCRIPTION:

Chromosomes of the studied forms of the freshwater Cladocera of the family Bosmina: 15, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 8

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SUMMARY NOTES:

1. The survey is prepared adding the following: Department of Transportation (DoT), ALTA 15-0002 and ALTA 15-0003 (Sub No. 7700112), both having an effective date of 11/15/2013.
2. Houghton County Budgeted Auditory Property Map No. 3 (linked herein to HCSBA Property Map No. 3).
3. Houghton County Budgeted Auditory Property Map No. 4 (linked herein to HCSBA Property Map No. 4).

Approximately 260 feet of railroad right of way, errors or less, located in Section 20 and in the South Half of the Southeast Quarter of Section 17, Township 117, Range 21, described in Hennepin County Recorder's Office Document No's. A3380778 and A3543840;

more particularly described as follows:

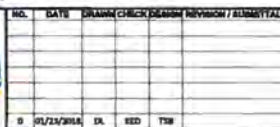
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☐ FOUND MONUMENT

☐ FOUND CAST IRON MONUMENT

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A234 13-002 and A24 13-008 (Job No. T14012), both bearing an effective date of 12/12/2013.
2. Hennepin County Regional Railroad Authority Property Map No. Suburban Homes at MCRA Property Map No. 2.

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A234 13-002 and A24 13-008 (Job No. T14012), both bearing an effective date of 12/12/2013.
2. Hennepin County Regional Railroad Authority Property Map No. Suburban Homes at MCRA Property Map No. 2.



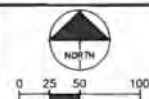
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THESE ARE THE RESULTS:

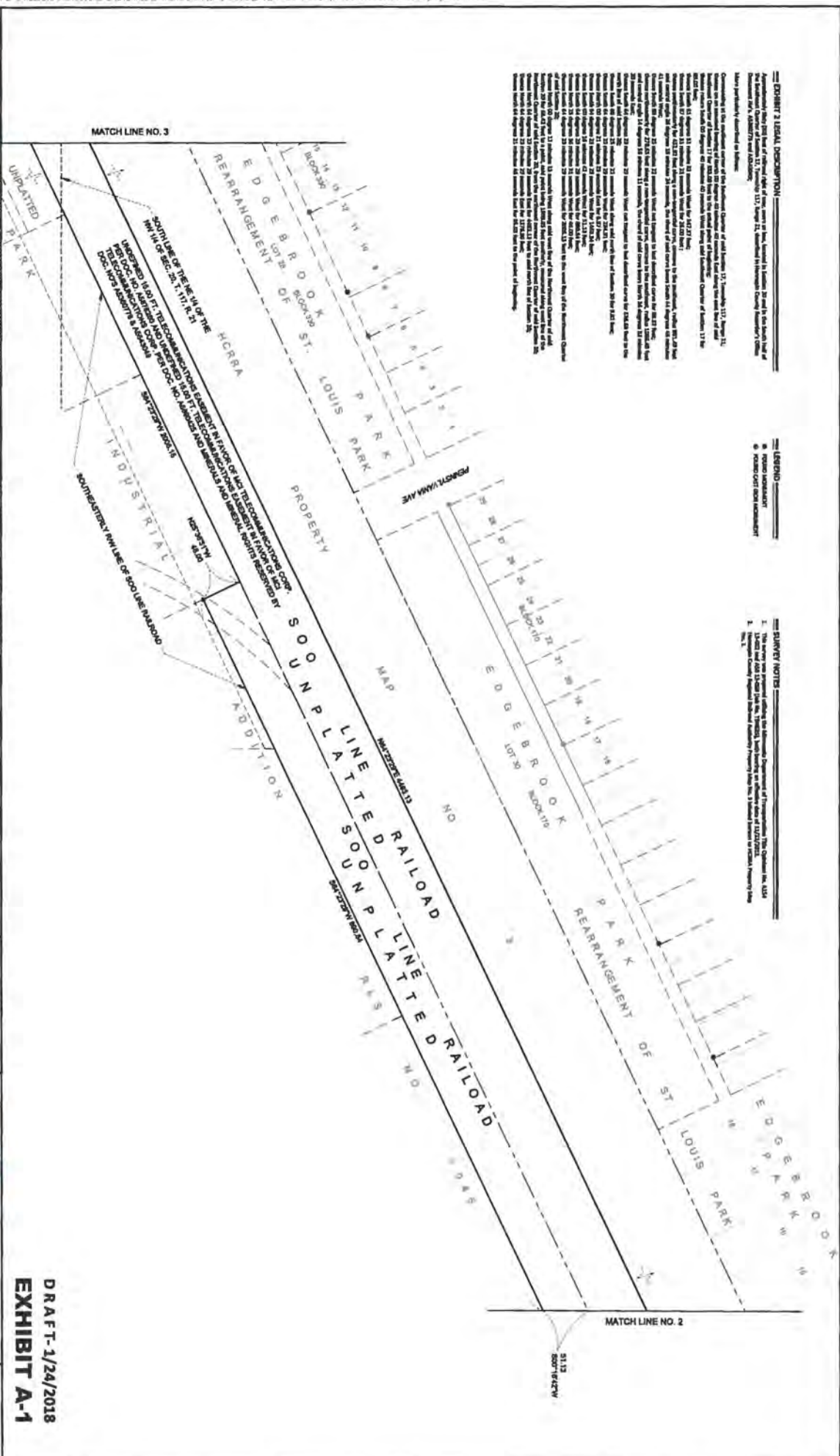
GATE:

LC NO. 1157

**CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3**



SHEET
2
OF
4



Aug. 29, 2018 09:55 am C:\PROJECTS\100100921\CAD\DWG\ALL\EXHIBITS\DWG\CP\Parcel Exhibit A-1.dwg 17: 11/18/2018

EXHIBIT 2 LEGAL DESCRIPTION

Approximately 200 feet of railroad right of way, more or less, located Section 18, Township 147, Range 21, described by Hennepin County Recorder's Office Document No. A55-03505.

Together with the southeasterly 18 feet of Lot 17 Block 18, the southeasterly 15 feet of Lot 1 and 12 Block 17, the southeasterly 1.00 feet of Lot 1, Block 18, and the portion of Harrison Avenue North owned by Hennepin County Recorder's Office Document No. T872632 all within the plot of What Minneapolis Center as recorded by Hennepin County Recorder's Office.

More particularly described as follows:

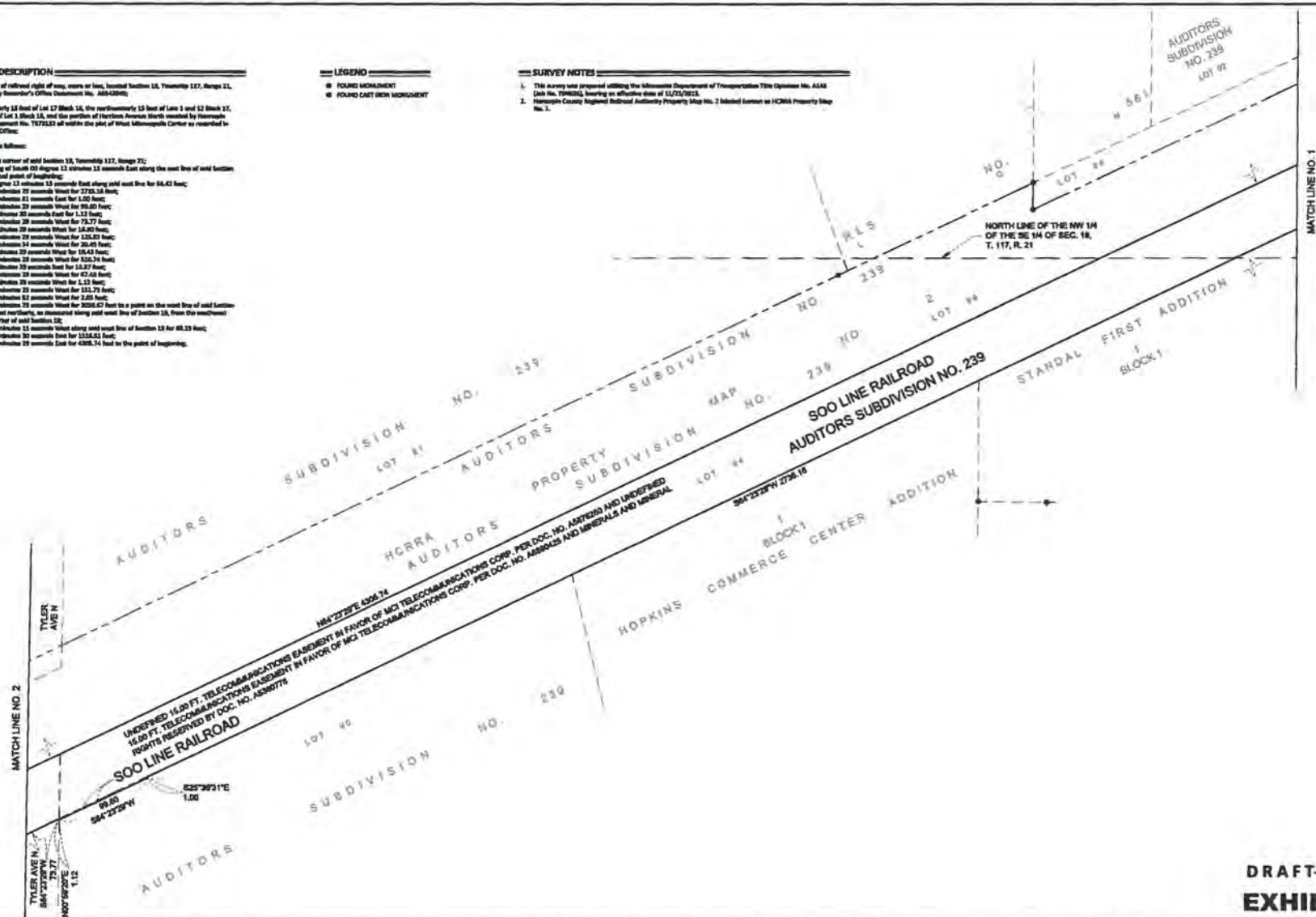
Commencing at the southwest corner of said Section 18, Township 147, Range 21;
Goes on an assumed bearing of South 00 degrees 12 minutes 12 seconds East along the west line of said Section 18 for 1200.00 feet to the natural point of beginning;
Thence southeasterly South 01 degree 11 minutes 13 seconds East along said west line for 84.43 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 2725.18 feet;
Thence South 70 degrees 30 minutes 01 seconds East for 1.00 feet;
Thence South 34 degrees 23 minutes 29 seconds West for 90.00 feet;
Thence North 00 degrees 50 minutes 30 seconds East for 1.12 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 73.77 feet;
Thence South 01 degree 07 minutes 28 seconds West for 14.00 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 133.83 feet;
Thence North 00 degrees 50 minutes 34 seconds West for 26.45 feet;
Thence South 00 degrees 57 minutes 29 seconds West for 18.43 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 153.24 feet;
Thence North 01 degree 07 minutes 28 seconds East for 14.00 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 133.83 feet;
Thence South 01 degree 07 minutes 28 seconds West for 1.12 feet;
Thence South 64 degrees 22 minutes 25 seconds West for 1.00 feet;
Goes South 64 degrees 22 minutes 25 seconds West for 2025.07 feet to a point on the west line of said Section 18, said point being 742.00 feet northerly, as measured along said west line of Section 18, from the southwest corner of the Southwest Quarter of said Section 18;
Thence North 00 degrees 57 minutes 15 seconds West along said west line of Section 18 for 80.23 feet;
Thence North 64 degrees 22 minutes 25 seconds East for 133.83 feet;
Thence North 64 degrees 22 minutes 25 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND EAST IRON MONUMENT

SURVEY NOTES

- This survey was prepared utilizing the Minnesota Department of Transportation TBM Update No. A548, Edition No. 2008/02, bearing an effective date of 11/22/2015.
- Hennepin County Registered Professional Surveyor Map No. 2, labeled Section 18, HCMA Property Map No. 1.



DRAFT-1/29/2018
EXHIBIT A-1

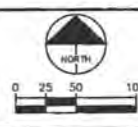


NO.	DATE	DRAWN	CHECK	REVISION	SUBMITTAL
0	01/23/2018	DL	ED	TSD	

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THEODORE S. BROWN
DATE: L.S. NO.: 61978

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4



SHEET
2
OF
4

EXHIBIT 2 LEGAL DESCRIPTION

Approximately 200 feet of railroad right of way, more or less, located Section 18, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A864696;

Together with the northeasterly 1/4 of Lot 17 Block 1A, the northeasterly 1/4 of Lots 1 and 12 Block 12, the northeasterly 1/4 of Lot 1 Block 1A, and the portion of Harrison Avenue North located by Hennepin County Recorder's Office Document No. T873322 all within the plat of West Metropolitan Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

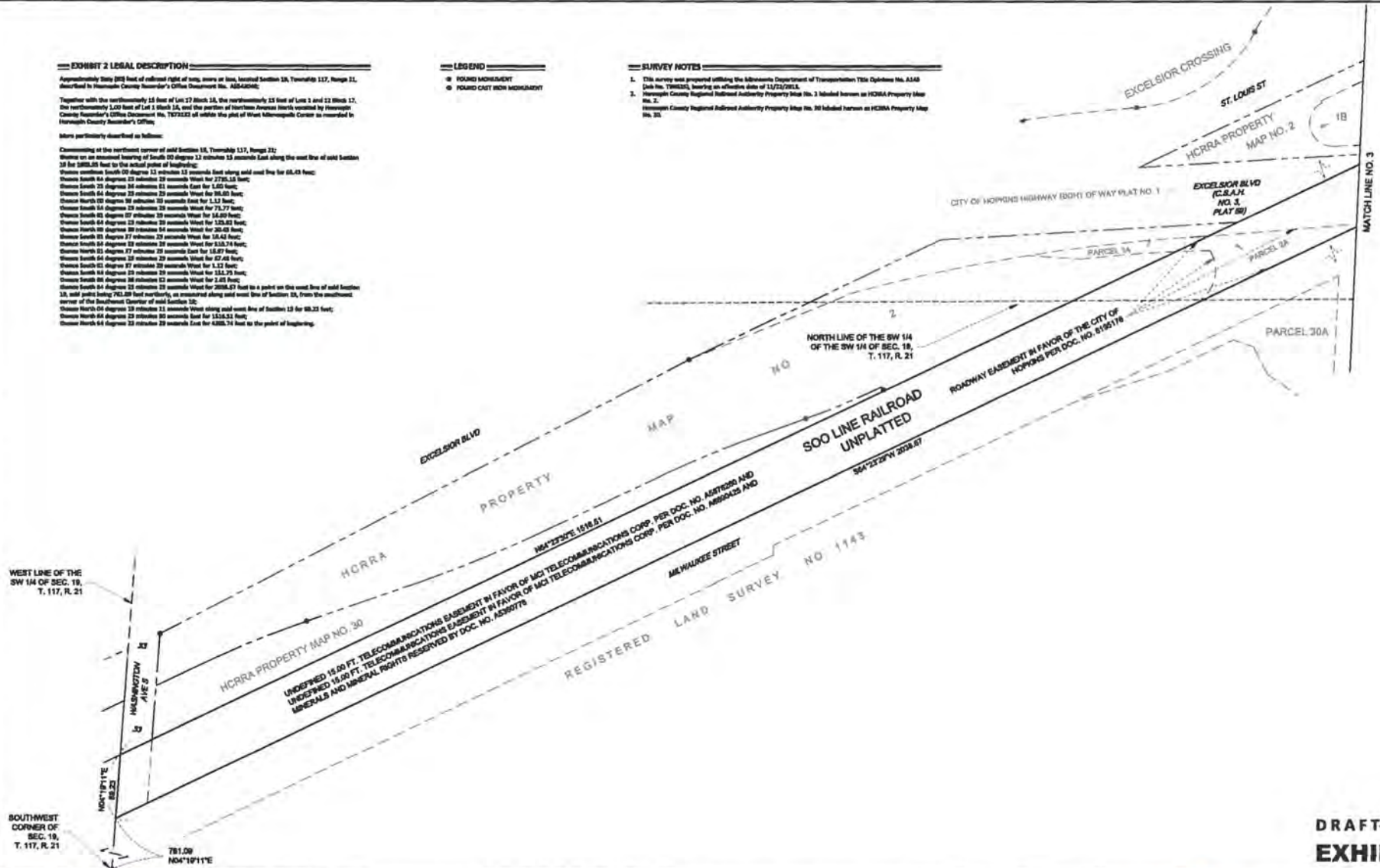
Commencing at the northeast corner of said Section 18, Township 117, Range 21;
 Thence on an assumed bearing of South 02 degrees 12 minutes 15 seconds East along the west line of said Section 18 for 5005.00 feet to the actual point of beginning;
 Thence continue South 02 degrees 12 minutes 15 seconds East along said west line for 68.43 feet;
 Thence South 84 degrees 23 minutes 22 seconds West for 2725.10 feet;
 Thence South 23 degrees 35 minutes 01 seconds East for 1.62 feet;
 Thence South 64 degrees 23 minutes 22 seconds West for 18.40 feet;
 Thence North 02 degrees 12 minutes 15 seconds East for 1.12 feet;
 Thence South 64 degrees 23 minutes 22 seconds West for 73.77 feet;
 Thence South 82 degrees 07 minutes 29 seconds West for 14.80 feet;
 Thence South 64 degrees 23 minutes 22 seconds West for 123.82 feet;
 Thence North 02 degrees 12 minutes 15 seconds East for 20.45 feet;
 Thence South 05 degrees 27 minutes 28 seconds West for 16.42 feet;
 Thence South 84 degrees 23 minutes 22 seconds West for 13.02 feet;
 Thence North 02 degrees 12 minutes 15 seconds East for 18.87 feet;
 Thence South 64 degrees 23 minutes 22 seconds West for 47.40 feet;
 Thence South 02 degrees 12 minutes 15 seconds West for 1.12 feet;
 Thence North 64 degrees 23 minutes 22 seconds West for 134.75 feet;
 Thence South 05 degrees 27 minutes 28 seconds West for 13.02 feet;
 Thence North 02 degrees 12 minutes 15 seconds East for 1.62 feet;
 Thence South 64 degrees 23 minutes 22 seconds West for 2058.67 feet to a point on the west line of said Section 18, said point being 761.09 feet northerly, as measured along said west line of Section 18, from the southwest corner of the Southeast Quarter of said Section 18;
 Thence North 04 degrees 23 minutes 11 seconds West along said west line of Section 18 for 68.35 feet;
 Thence North 64 degrees 23 minutes 22 seconds East for 1534.51 feet;
 Thence North 64 degrees 23 minutes 22 seconds East for 4385.74 feet to the point of beginning.

LEGEND

- FOUND MEASUREMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

- This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A348 (July 1992), bearing an effective date of 11/21/2014.
- Hennepin County Registered Land Survey Map No. 3, located within the HCRRA Property Map No. 2.
- Hennepin County Registered Land Survey Map No. 3, located within the HCRRA Property Map No. 2.



DRAFT-1/29/2018
 EXHIBIT A-1

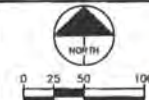


NO.	DATE	DRAWN	CHECKED	REVISION	AUTHORITY
0	01/13/2018	DL	EDD	750	

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THOMAS R. BROWN
 DATE: LC. NO.: 81679

CERTIFICATE OF SURVEY
 CANADIAN PACIFIC RAILWAY
 PARCEL EXHIBIT 4



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DRAFT-1/29/2018
EXHIBIT A-1

That portion of the Sun Line Railroad Company right of way located in Section 25, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A1543040.

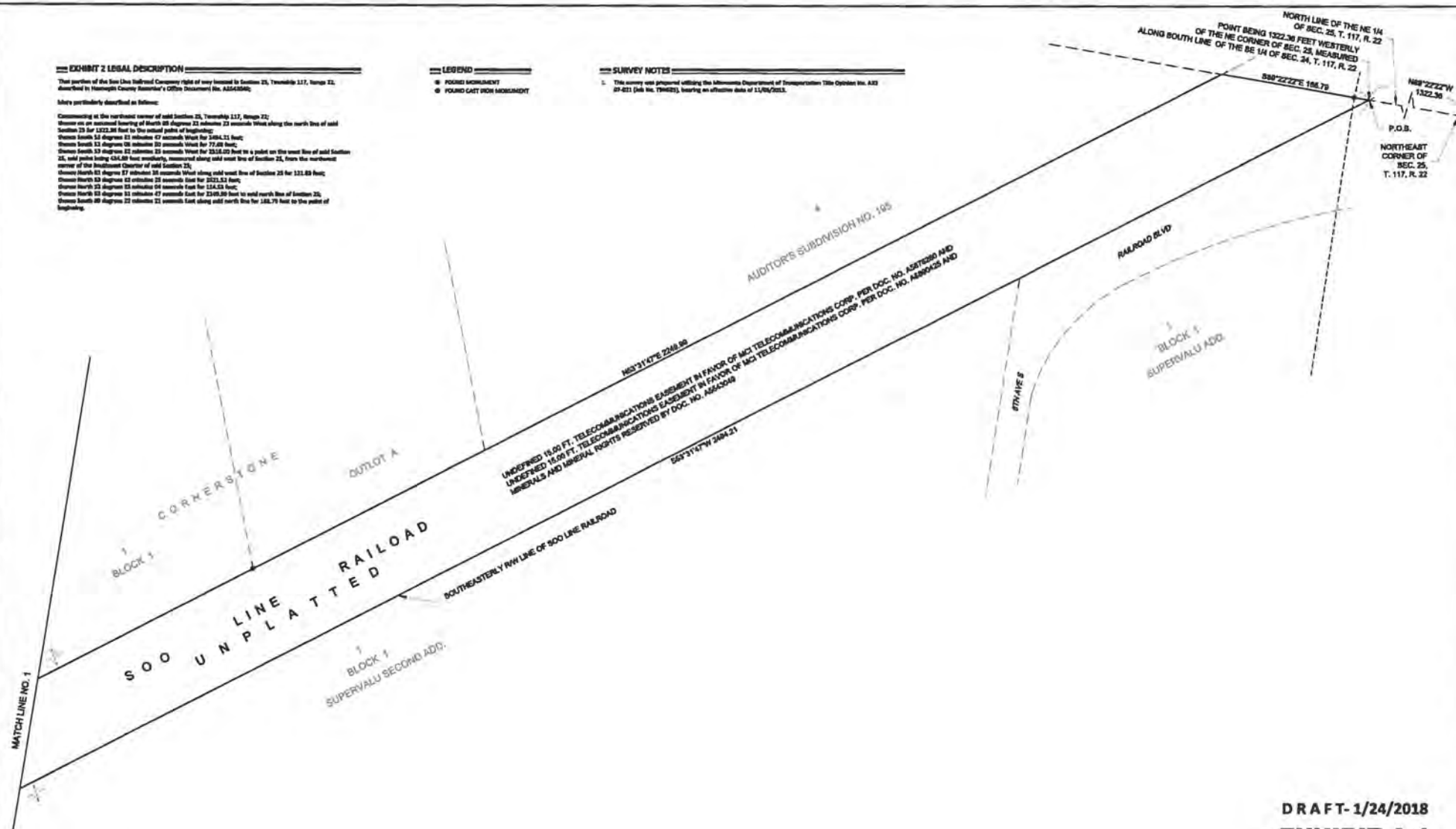
More specifically described as follows:

Communicating at the northern coast of said Section 23, Township 117, Range 22;
 thence on an assumed bearing of North 68 degrees 24 minutes West along the north line of said
 Section 23 for 1322.96 feet to the stated point of beginning;
 thence South 53 degrees 11 minutes West along the west line of Section 23, 121.16 feet;
 thence South 11 degrees 08 minutes West 200 yards; West for 77.90 feet;
 thence South 53 degrees 11 minutes West 220 yards; West for 1216.02 feet to a point on the west line of
 Section 24, said section 24 being 100 yards west of said west line of Section 23, from the southeast
 corner of the Inland Empire Oil and Gas Lease;
 thence North 81 degrees 27 minutes 18 seconds West along said north line of Section 23 for 1212.06 feet;
 thence North 63 degrees 02 minutes 26 seconds West for 2652.52 yards;
 thence North 23 degrees 12 minutes 12 seconds West for 1212.06 feet;
 thence North 81 degrees 27 minutes 18 seconds East for 2349.09 feet to said north line of Section 23,
 thence South 89 degrees 22 minutes 47 seconds East along said north line for 188.75 feet to the point of

☐ FOURTH MONUMENT
☐ FOLDING CARTON MONUMENT

2. This survey was prepared utilizing the Minnesota Department of Transportation Title Cyclist Int. A32 02-021 (Job No. 776021), bearing an effective date of 11/05/2013.

2. This survey was prepared utilizing the Minnesota Department of Transportation Title Cyclist Int. A32 02-021 (Job No. 776021), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018
EXHIBIT A-1

	SURVEYOR'S CHECK SHEET DATE: _____	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	CERTIFICATE OF SURVEY CANADIAN PACIFIC RAILWAY PARCEL EXHIBIT 6			SHEET 1 OF 3					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">SURVEYOR'S CHECK</th> <th style="width: 10%;">REMARKS</th> <th style="width: 10%;">SUBMITTAL</th> </tr> <tr> <td>1</td> <td>01/24/2014</td> <td>DL</td> <td>KCD</td> <td>TSS</td> </tr> </table>	NO.	DATE	SURVEYOR'S CHECK	REMARKS	SUBMITTAL	1	01/24/2014	DL	KCD	TSS
NO.	DATE	SURVEYOR'S CHECK	REMARKS	SUBMITTAL							
1	01/24/2014	DL	KCD	TSS							

Job: 14-1018 07-09 am L:\PROJECTS\141018\141018-07-09\DWG\CP\Parcel\Exh. 14-1018-07-09-22-141018.dwg By: mjsm

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the line line Railroad Company right of way located in Section 25, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A25-0260.

More particularly described as follows:

Commencing at the northeast corner of said Section 25, Township 117, Range 22;

Thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West, along the north line of said Section 25 for 1252.86 feet to the natural point of beginning;

Thence South 16 degrees 22 minutes 17 seconds West for 2464.21 feet;

Thence South 82 degrees 58 minutes 32 seconds West for 77.82 feet;

Thence South 14 degrees 32 minutes 25 seconds West for 2514.02 feet to a point on the west line of said Section 25, said point being 624.28 feet westerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;

Thence North 85 degrees 37 minutes 23 seconds West along said west line of Section 25 for 321.82 feet;

Thence North 53 degrees 52 minutes 23 seconds East for 2821.52 feet;

Thence North 53 degrees 52 minutes 04 seconds East for 114.23 feet;

Thence North 53 degrees 52 minutes 07 seconds East for 2345.28 feet to said north line of Section 25;

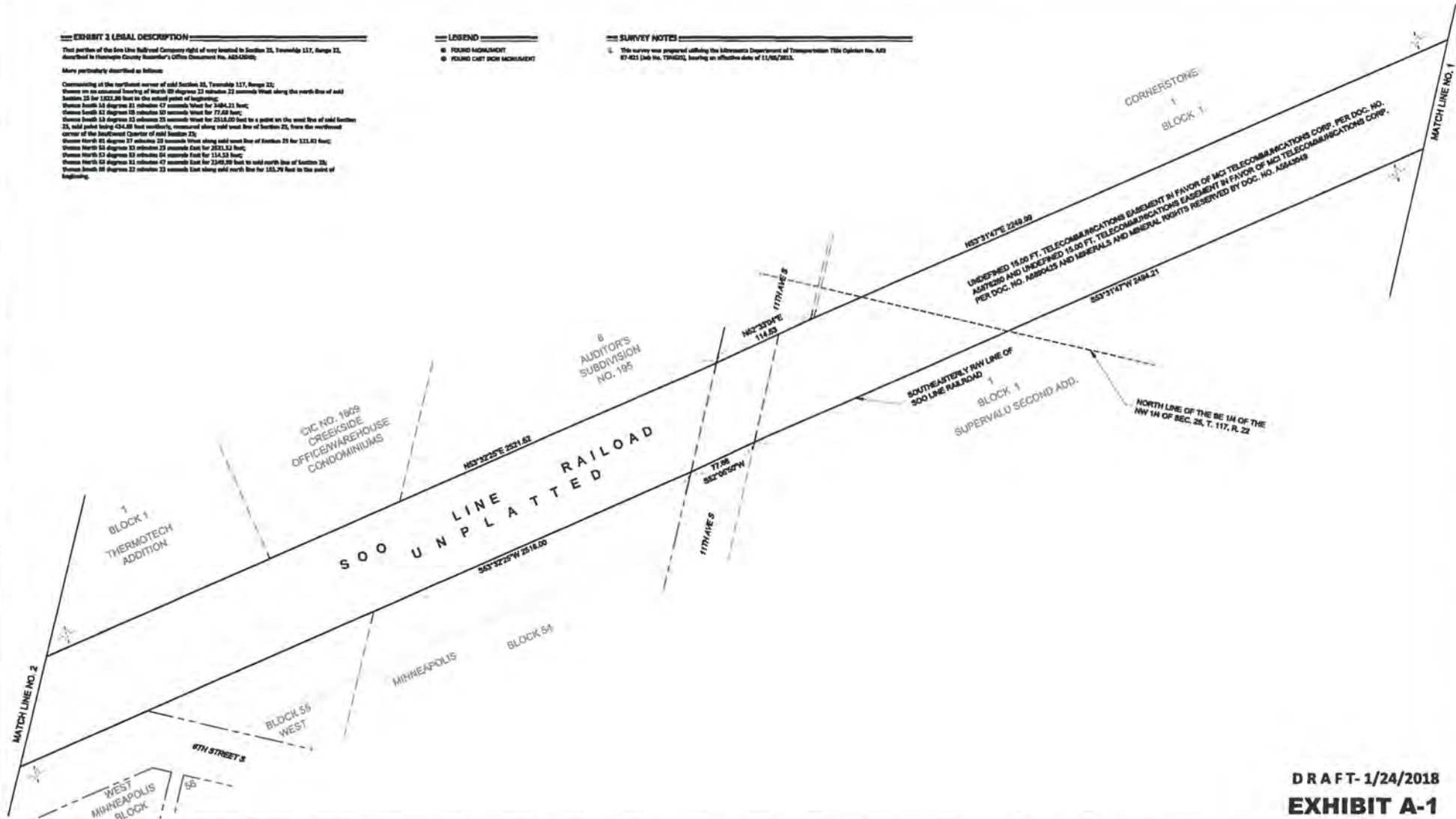
Thence South 85 degrees 37 minutes 23 seconds East along said north line for 153.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CHAIN OR MONUMENT

SURVEY NOTES

- 1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A25-0260 (Job No. 131626), bearing an effective date of 11/05/2013.



DRAFT-1/24/2018
EXHIBIT A-1

	NO.	DATE	DRAWN	CHECK	DESIGN	DIVISION	SUBMITTAL
	0	01/24/2018	DL	KSD	TSD		
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. TYNDOR & BROWN DATE: L.S. NO.: 01475							
CERTIFICATE OF SURVEY CANADIAN PACIFIC RAILWAY PARCEL EXHIBIT 6							
						SHEET 2 OF 3	

EXHIBIT 2 LEGAL DESCRIPTION

This portion of the Soo Line Railroad Company right of way located in Section 25, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5545548.

More particularly described as follows:

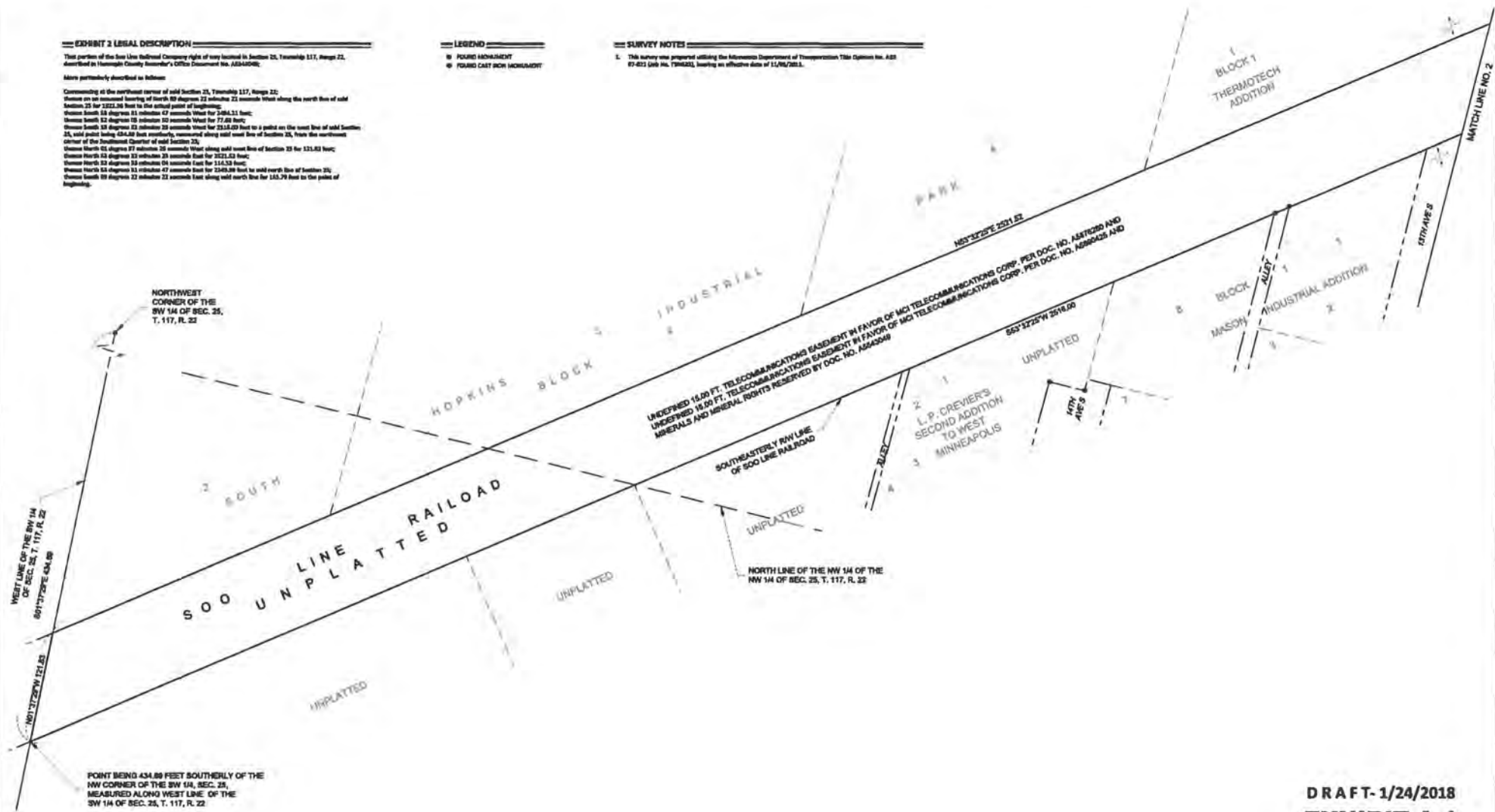
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
 Thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1522.36 feet to the actual point of beginning;
 Thence South 13 degrees 51 minutes 07 seconds West for 2484.51 feet;
 Thence South 13 degrees 10 minutes 00 seconds West for 77.68 feet;
 Thence South 13 degrees 03 minutes 20 seconds West for 2533.09 feet to a point on the west line of said Section 25, said point being 434.88 feet southerly, measured along said west line of Section 25, from the southwest corner of the Southwest Quarter of said Section 25;
 Thence North 15 degrees 07 minutes 20 seconds West along said west line of Section 25 for 121.62 feet;
 Thence North 13 degrees 52 minutes 20 seconds East for 2523.62 feet;
 Thence North 13 degrees 52 minutes 04 seconds East for 144.58 feet;
 Thence North 13 degrees 03 minutes 07 seconds East for 2485.86 feet to said north line of Section 25;
 Thence South 19 degrees 22 minutes 22 seconds East along said north line for 145.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

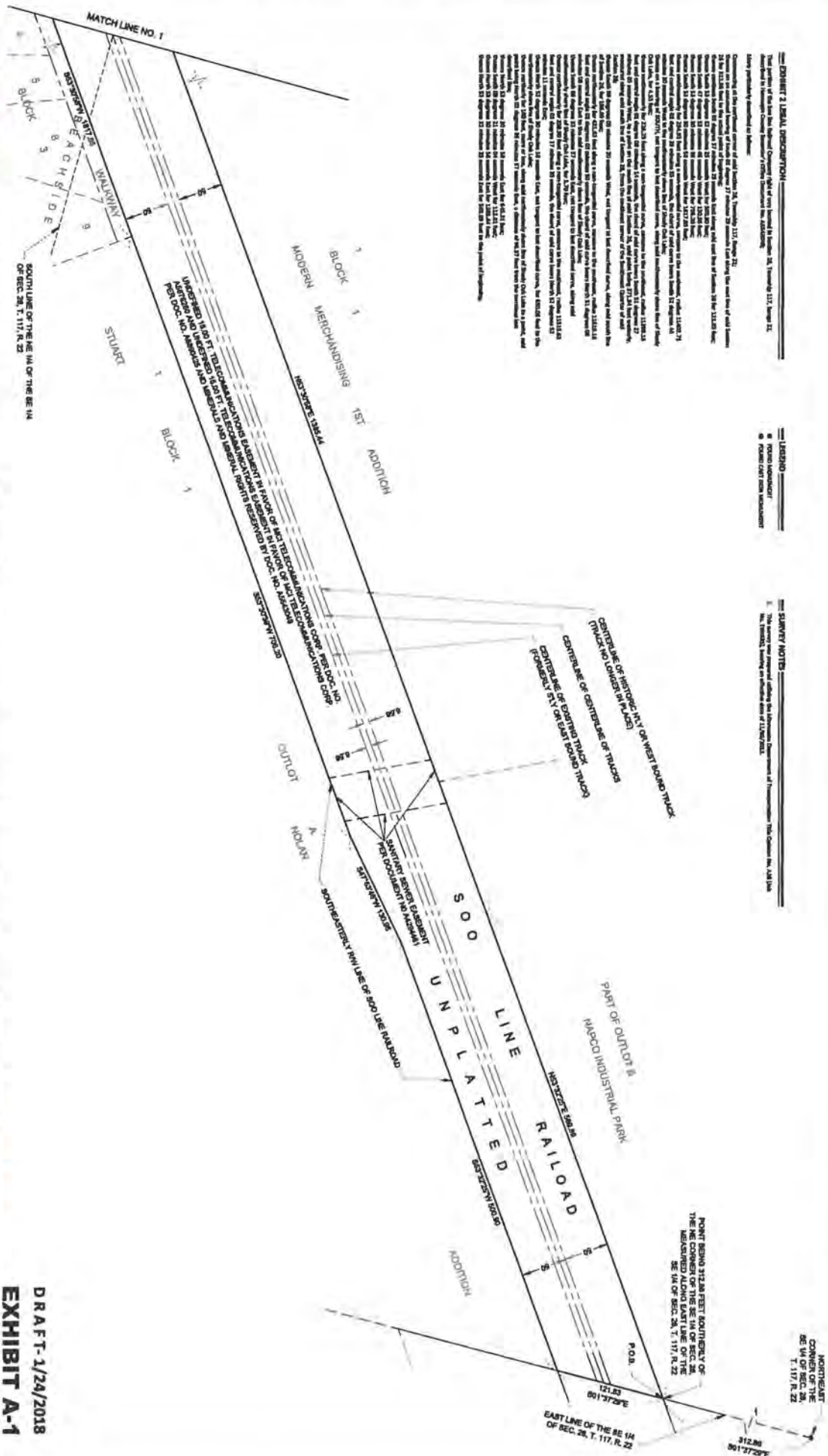
SURVEY NOTES

- This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A55 07-013 (Job No. T19025), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018
 EXHIBIT A-1

	NO.	DATE	REVISION	REVISION / SUBMITTAL	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. THEODORE B. BROWN DATE: 01/24/2018 L.C. NO.: 81879	CERTIFICATE OF SURVEY CANADIAN PACIFIC RAILWAY PARCEL EXHIBIT 6					SHEET 3 OF 3
	01/24/2018	DL	EDD	TSH							



SURVEY NOTES

1. This survey was prepared while the Transportation Department of Transportation. This Column No. 434 (last No. 170000) having an effective date of 11/10/2013.

NORTHEAST
CORNER OF THE
SE 1/4 OF SEC. 29,
T. 117 R. 22

This portion of the Saw Box Railroad Company right of way located in Section 25, Township 11 N., Range 22, described in Hennepin County Recorder's Office Document No. A2342000.

More particularly described as follows:

[illegible]

☐ POLYMER MONUMENT

☐ POLYMER CAST FROM MONUMENT

2. This survey was prepared utilizing the Minnesota Department of Transportation Toll System Rpt. ASD (all No. TMS021), covering an effective date of 11/01/2012.

2. This survey was prepared utilizing the Minnesota Department of Transportation Toll System Rpt. ASD (all No. TMS021), covering an effective date of 11/01/2012.



More particularly described is follows:

Traverse North 13 degrees 30 minutes 52 seconds East for 645.31 feet;
Traverse South 08 degrees 21 minutes 04 seconds West for 212.81 feet;
Traverse North 12 degrees 30 minutes 52 seconds East for 1309.64 feet;
Traverse North 13 degrees 32 minutes 23 seconds East for 540.09 feet to the point of beginning.

- FOUR MONUMENT
- FORMED CAST FROM AROUND OBJECT

- FOUR MONUMENT
- FORMED CAST FROM AROUND CURVE

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. ADM (Job No. T08025), issued on effective date of 11/05/2021.

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. ADM (Job No. T08625), issued on effective date of 11/05/2018.



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THOMPSON R BRINCH

DATE: JLC NO. 81878

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Reporting. Consulting. Planning. Constructed.

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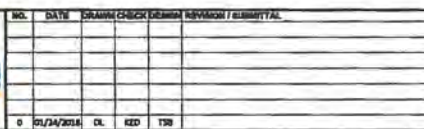
This portion of the Lee Line Railroad Company right of way located in Section 34, Township 117, Range 21, described in Harrodsburg County Recorder's Office Document No. A3345446;
EXCEPT any portion thereof located to Twin Creek & Western Railroad Company per Harrodsburg County Recorder's Office Document No. A3346733 filed of record on July 23, 1991.

More particularly described as follows:

[illegible]

2. Minnesota Department of Transportation Right of Way Plot No. 27-149 located hereon as MAP/NOT 6/W Plot No. 27-149.

☐ FOUND MONUMENT
☐ FOUND CAST IRON MONUMENT



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

100

DATE:

LIC. NO. 01679



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That portion of the Sea Line Railroad Company right of way located in Section 34, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A634368R;
EXCEPT any portion thereof described in Tullis Olson & Western Railroad Company per Hennepin County Recorder's Office Document No. A5838795 filed of record on July 25, 1991;

More particularly described as follows:

[illegible]

2. Minnesota Department of Transportation Right of Way Plot No. 27-149 located between an MS/DOT R/W Plot No. 27-148.

2. Minnesota Department of Transportation Right of Way Plot No. 27-149 located between an MS/DOT R/W Plot No. 27-148.

☐ FOLDED MONUMENT

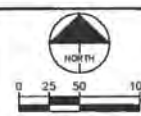
☐ FOLDED CAST IRON MONUMENT

[illegible]

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THEODORE S. BRYMAN
DATE: _____ LIC. NO.: 81572

**CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9**



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Jan. 74, 2018 09:26 am L:\PROJECTS\K111007\CAD\OVERALL\LOCAL\WORK\CD\Process\Exh_34-11-25-1.indd11 and B:\download

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company right of way located in Section 34, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A564846;
EXCEPT any portion thereof divided to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A558793 dated of record on July 26, 2012;

More particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 34, Township 117, Range 22;
Thence on an assumed bearing of North 82 degrees 25 minutes 22 seconds East along the east line of said Section 34 for 658.11 feet to the actual point of beginning;
Thence South 47 degrees 30 minutes 15 seconds West for 296.02 feet;
Thence South 15 degrees 07 minutes 05 seconds East for 75.33 feet;
Thence South 47 degrees 30 minutes 15 seconds West for 623.47 feet;
Thence North 05 degrees 18 minutes 40 seconds West for 72.39 feet;
Thence South 47 degrees 30 minutes 15 seconds West for 1275.21 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 694.62 feet north, measured along said east line of the Southwest Quarter of Section 34, from the southeast corner of said Southwest Quarter of Section 34;
Thence continue South 47 degrees 30 minutes 15 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY AIRPORT AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
Thence North 47 degrees 30 minutes 15 seconds East along said southeasterly line of said HENNEPIN COUNTY AIRPORT AUTHORITY PROPERTY MAP NO. 25 for 344.63 feet;
Thence North 47 degrees 30 minutes 15 seconds East for 1247.68 feet;
Thence North 05 degrees 25 minutes 40 seconds West for 65.08 feet;
Thence North 47 degrees 30 minutes 15 seconds East for 525.45 feet;
Thence North 42 degrees 23 minutes 42 seconds West for 30.03 feet;
Thence North 47 degrees 30 minutes 15 seconds East for 303.03 feet;
Thence South 42 degrees 23 minutes 41 seconds West for 35.03 feet;
Thence North 47 degrees 30 minutes 15 seconds East for 848.80 feet to the east-west line of Section 34;
Thence South 05 degrees 18 minutes 22 seconds West along said east-west line of Section 34 for 324.22 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation 20th Edition Job No. T20020, bearing an effective date of 07/14/2013.

LEGEND

- FOUND MONUMENT
- FOUND CHAIN MONUMENT

CENTERLINE OF HISTORICALLY OR WEST BOUND TRACK
(TRACK NO LONGER IN PLACE)
CENTERLINE OF CENTERLINE OF TRACKS
CENTERLINE OF EXISTING TRACK FORMERLY SLY OR EAST BOUND TRACK

SOO LINE RAILROAD
UNPLATTED

147°30'15"E 1947.68

UNDERSIZED 15.00 FT. TELECOMMUNICATIONS EASEMENT IN FAVOR OF MCI TELECOMMUNICATIONS CORP. PER DOC. NO. A517650 AND UNDERSIZED 15.00 FT. TELECOMMUNICATIONS EASEMENT IN FAVOR OF MCI TELECOMMUNICATIONS CORP. PER DOC. NOS. A517650 AND A564846 AND MINERAL RIGHTS RESERVED BY DOC. NO. A564846

S47°30'15"W 1975.92

BLOCK
ORIG. ACQUISITION
PAP.

SOUTHEASTERLY NW LINE OF SOO LINE RAILROAD

SOUTH LINE OF THE NW 1/4
OF THE SE 1/4 OF SEC. 34, T. 117, R. 22

OUTLOT A
CALADON INDUSTRIAL PARK

DRAFT-1/24/2018
EXHIBIT A-1

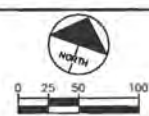


NO.	DATE	BY	CHECKED	REVISION
1	01/24/2018	CL	ED	TSS

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

THEODORE E. BROWN
DATE: LSC NO.: 01678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9



SHEET
3
OF
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This portion of the New Line Railroad Company right of way located in Section 34, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A2342840;
EXCEPT any portion thereof located to Tufts Club & Western Railroad Company per Hennepin County Recorder's Office Document No. A2321795 filed of record on July 25, 1991;

[illegible]

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. 796225), bearing an effective date of 8/7/4/2011.
2. Hennepin County Regional Railroad Authority Property (Map No. 21) labeled herein as HCRRA Property Map No. 21.

② FOUNDED MONUMENT
③ FOUNDED CAST IRON MONUMENT

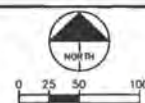
[illegible]

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

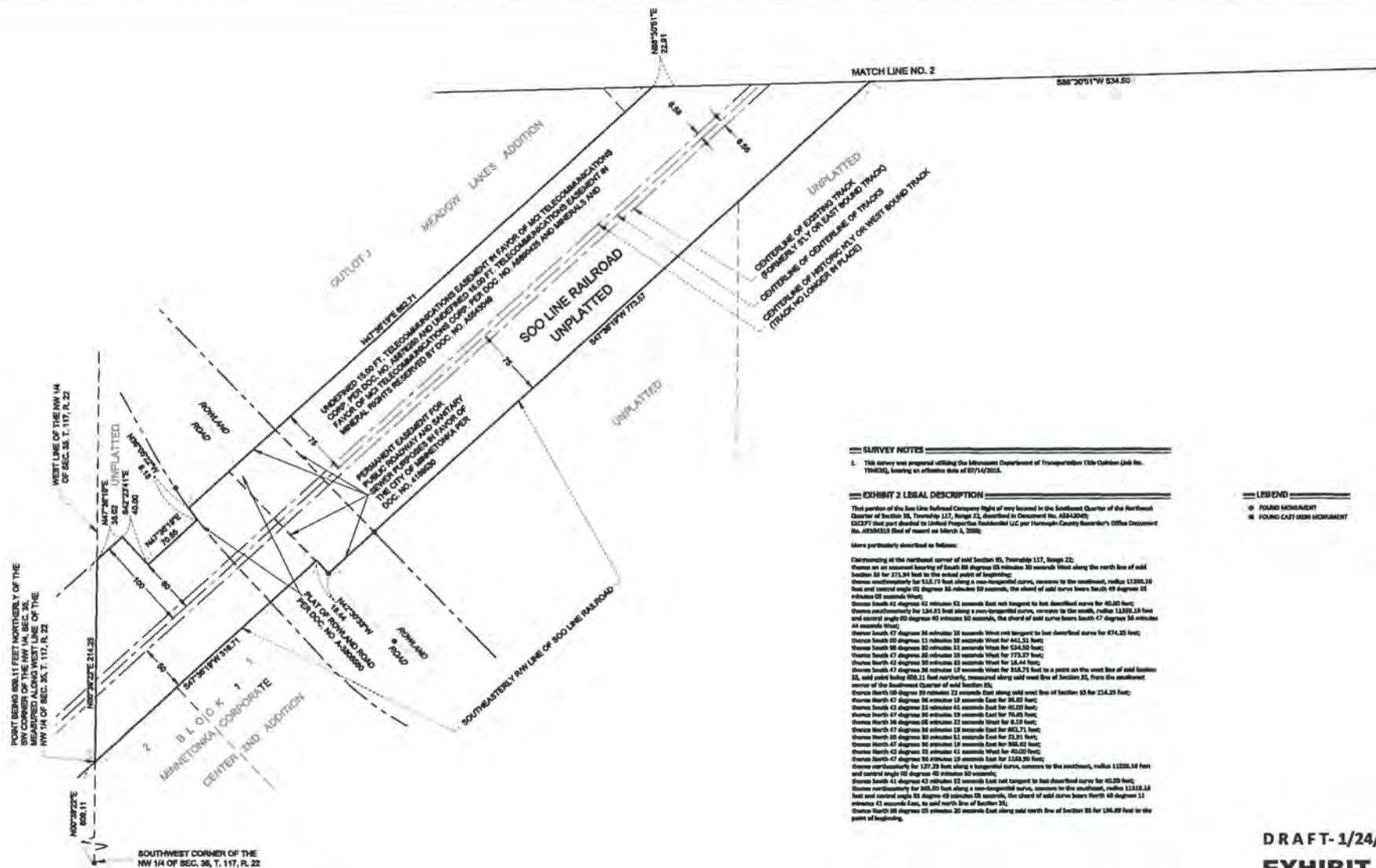
THOMPSON & BROWN

DATE: _____ LIC. NO.: 81678

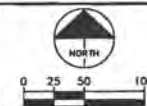
**CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9**



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**CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8**



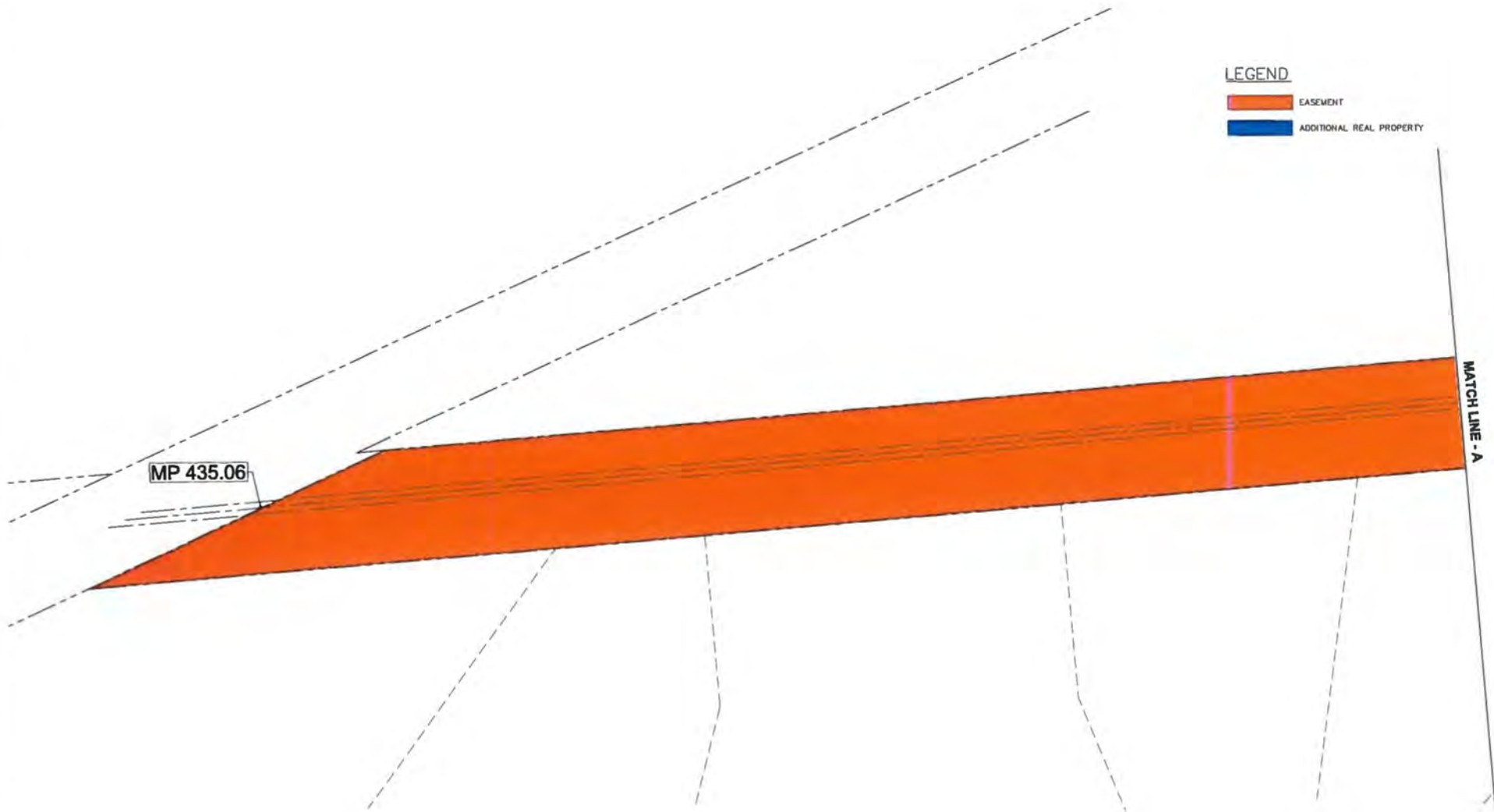
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DRAFT-1/24/2018
EXHIBIT A-1

EXHIBIT A-2

CONSTRUCTION DESCRIPTION

Mar 19 2018 08:48 am V:\3400_ADC\CAO\GENERAL\EXHIBITS\HERRA-LAND TRANSFER-CP-01.dwg By: farnonl



LEGEND

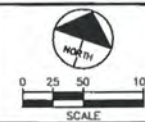
- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



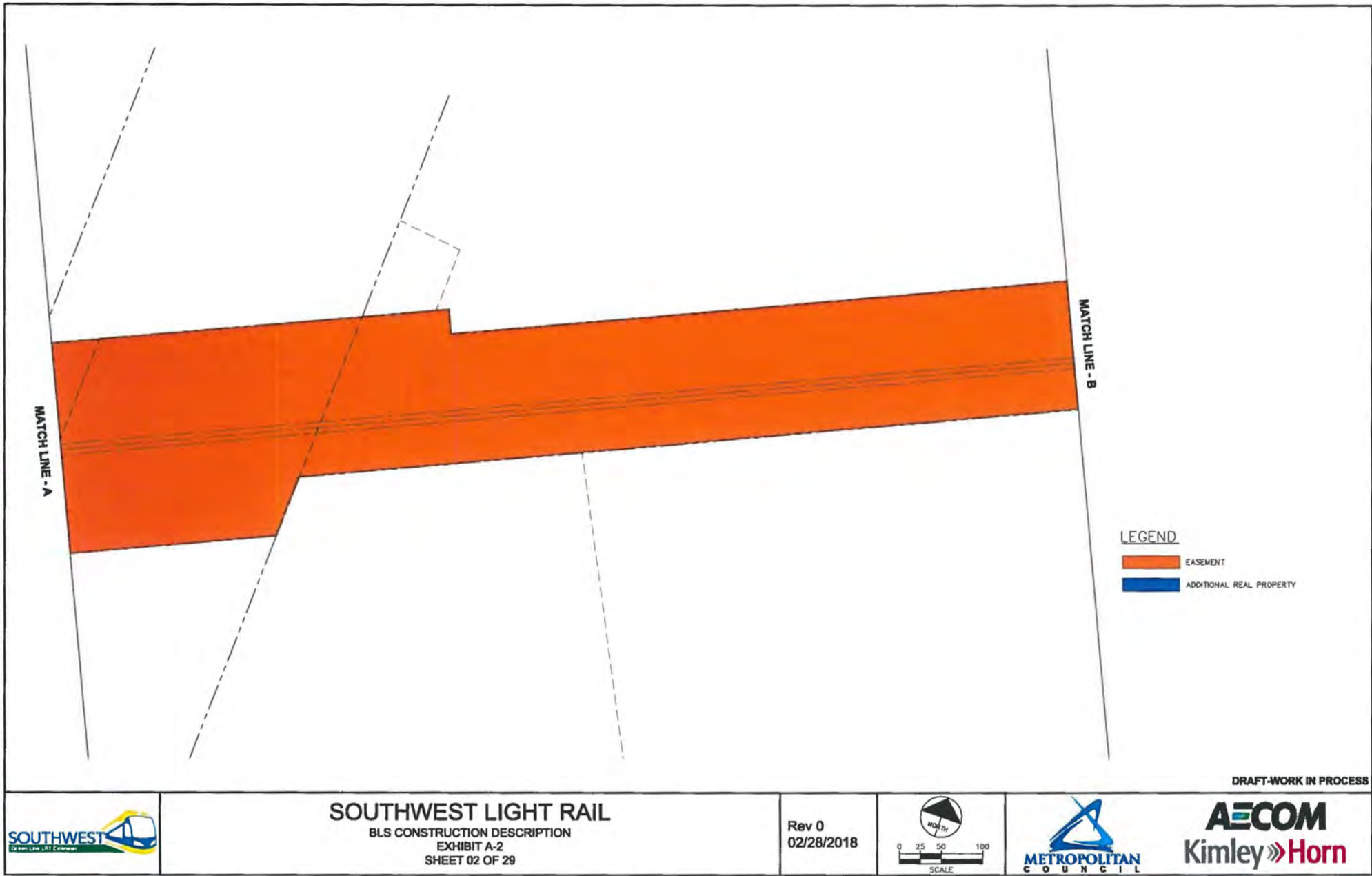
SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
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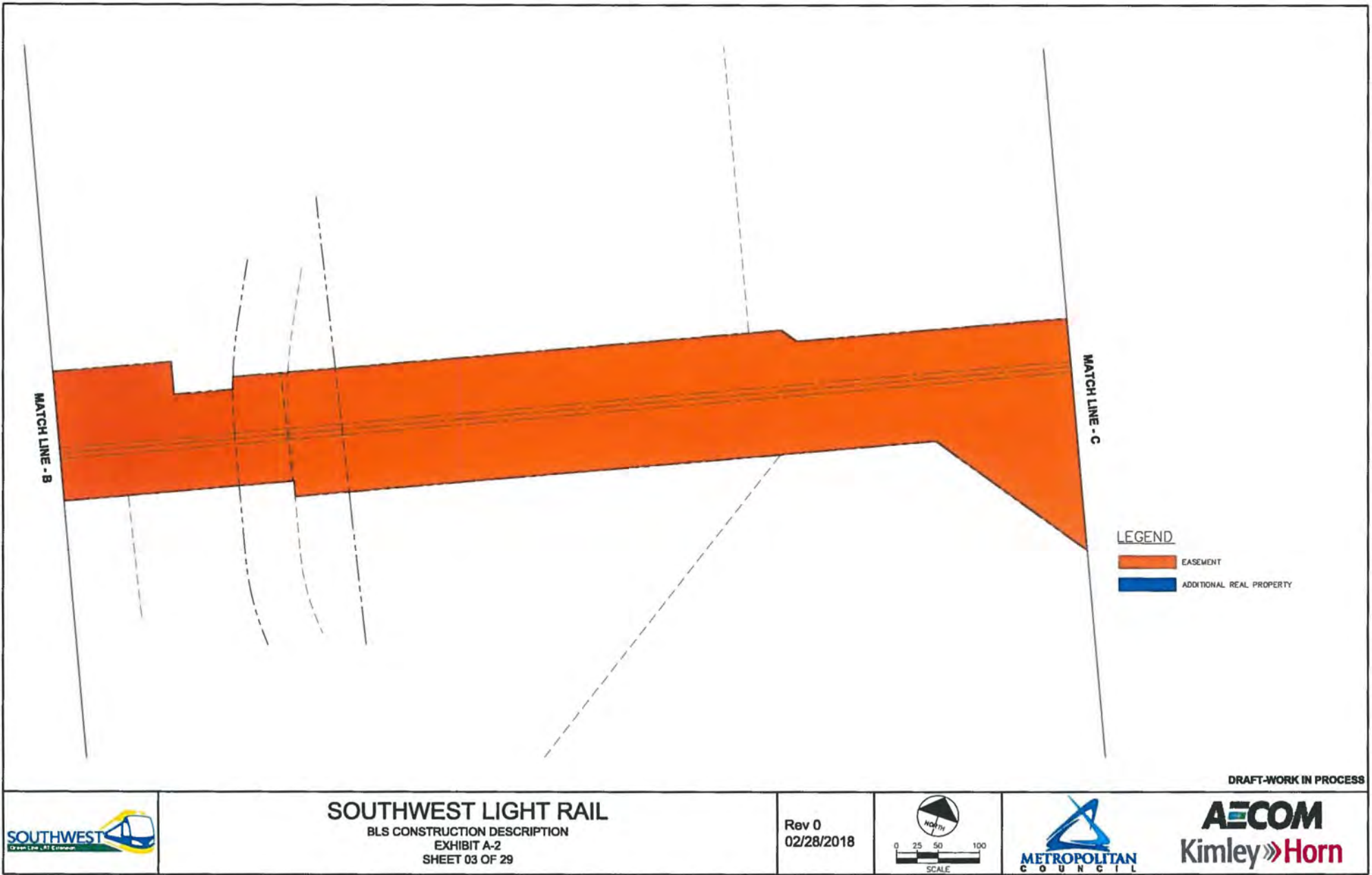


AECOM
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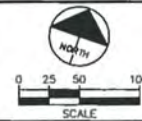


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SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
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Rev 0
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Mar, 18 2018 08:48 am V:\3400_AOC\GAD\OVERALL\CONSTRUCT\HORIA PARCELS\1-HORIA-LAND TRANSFER-DP-01 eng By: faramoz

MATCH LINE - C

MATCH LINE - D

LEGEND

EASEMENT

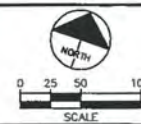
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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EXHIBIT A-2
SHEET 04 OF 29

Rev 0
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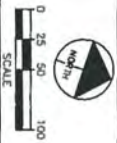


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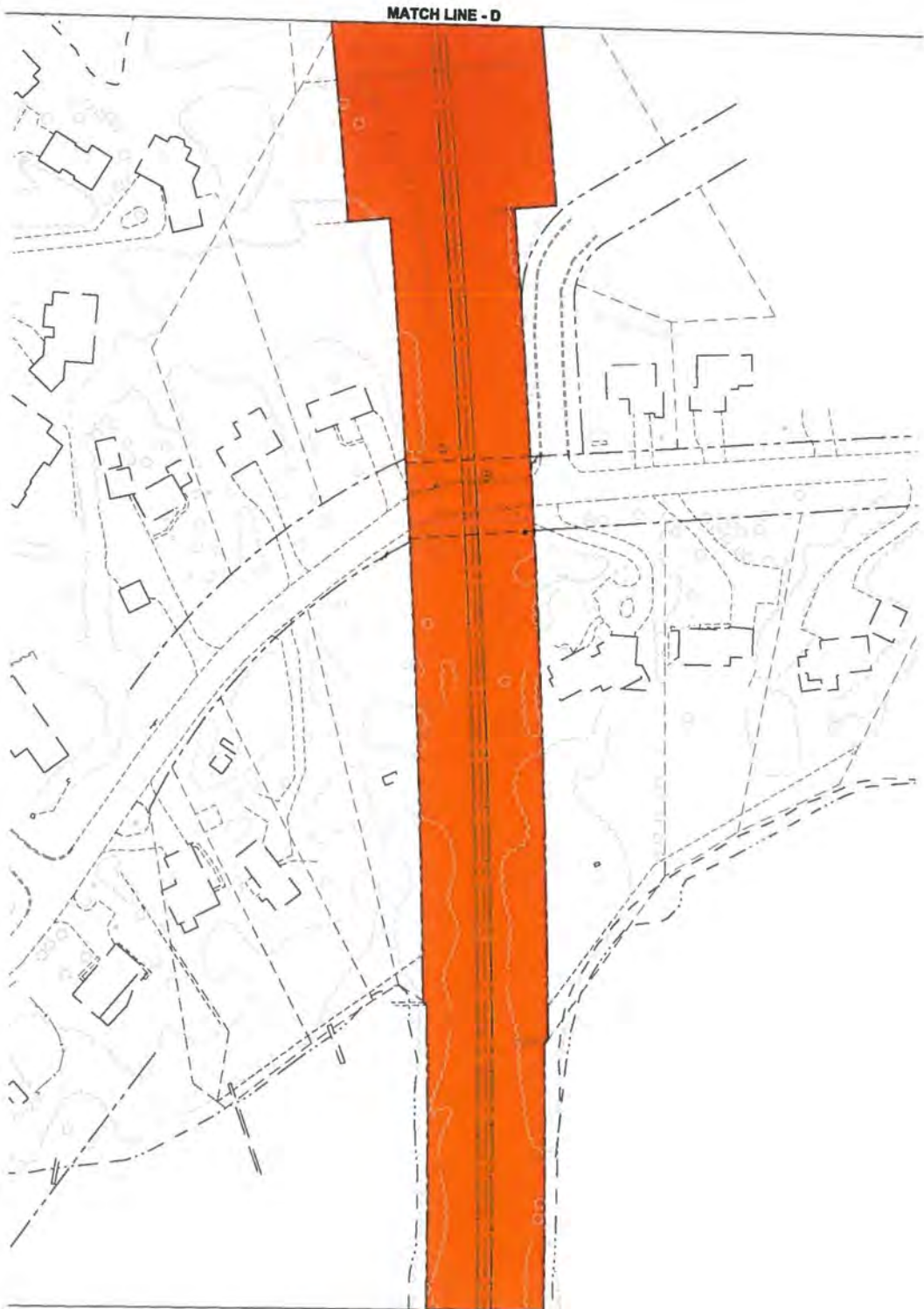
SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 05 OF 29

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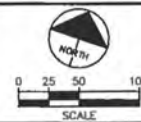
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SOUTHWEST
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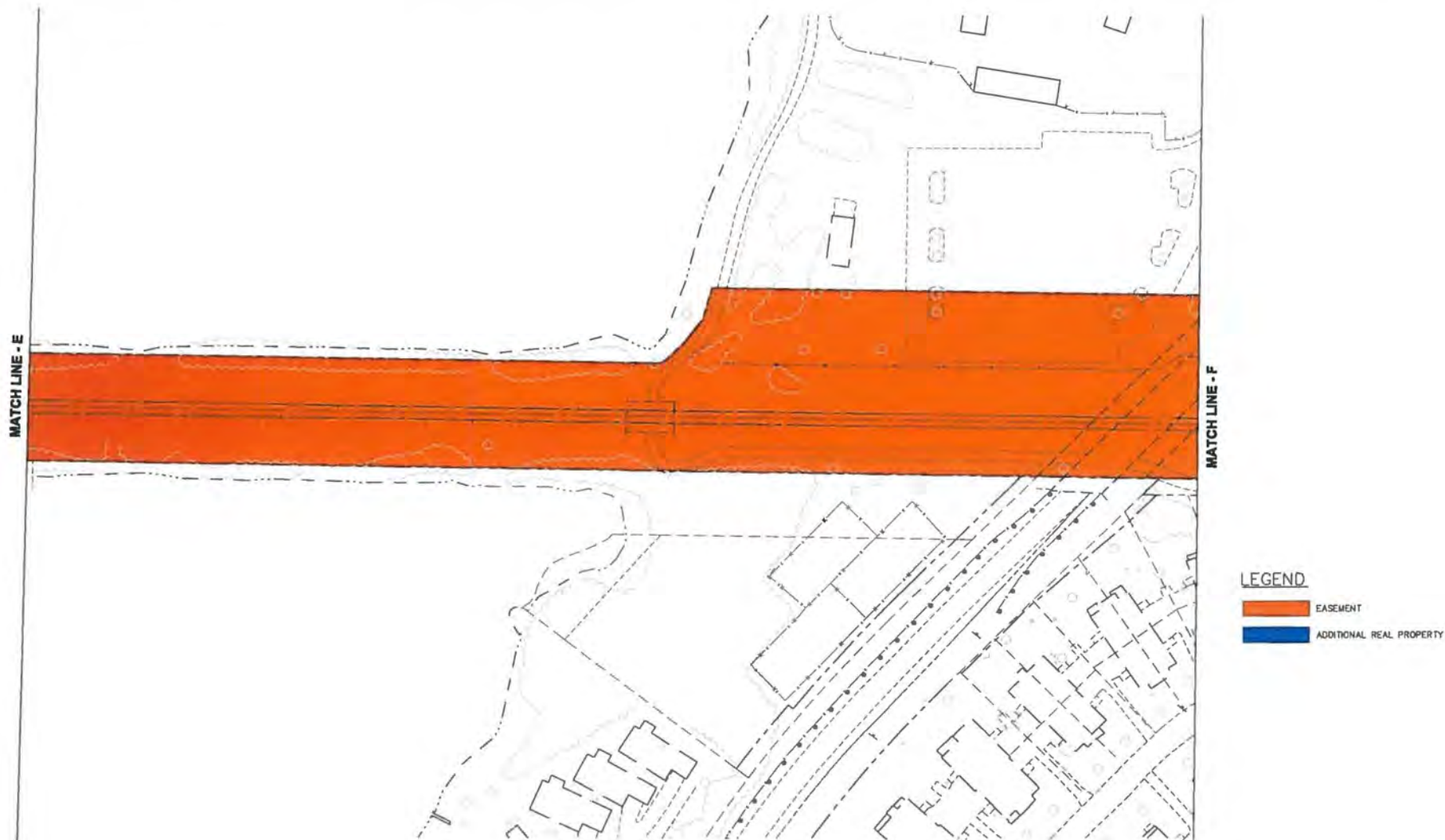
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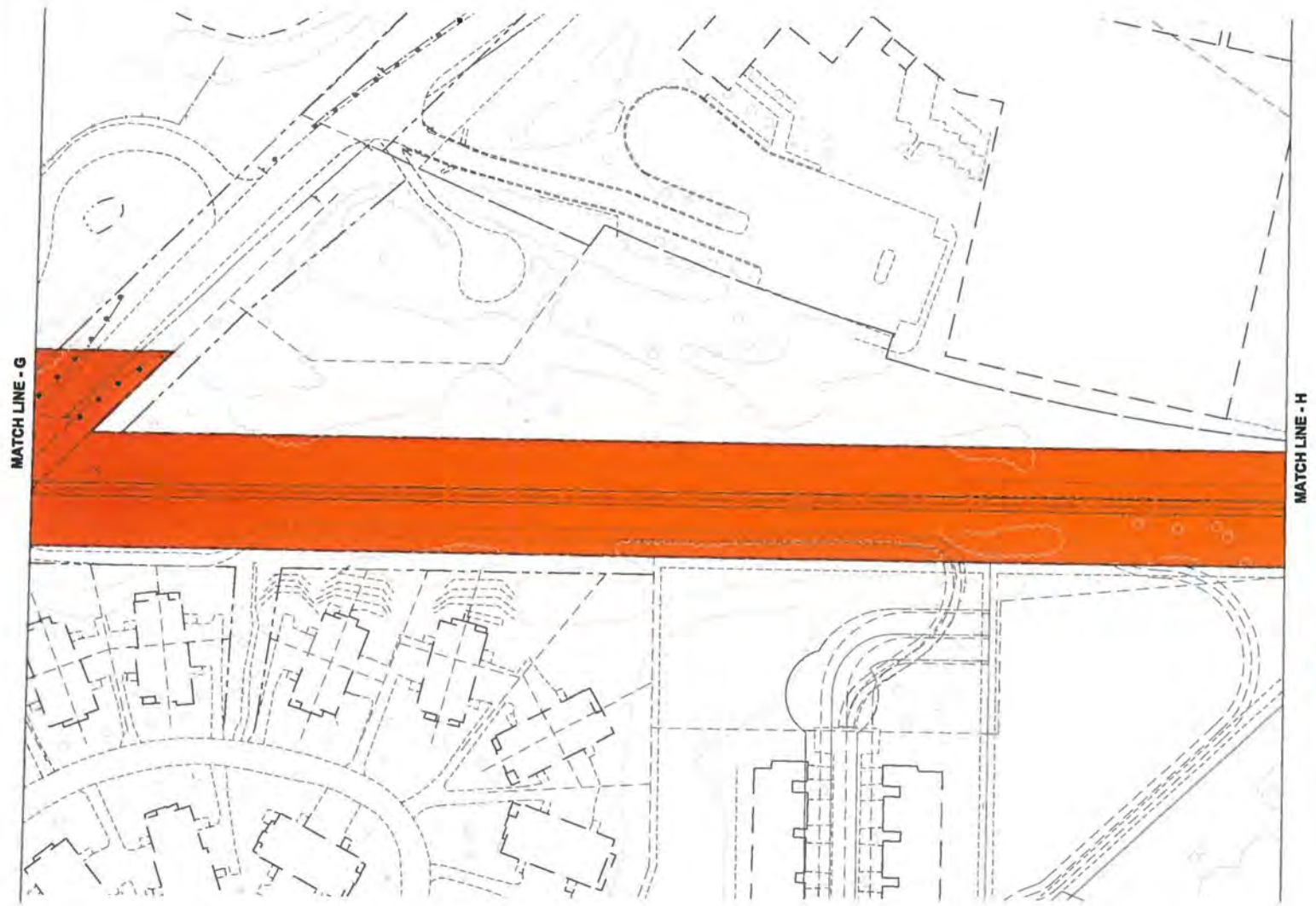


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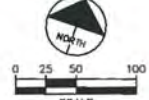
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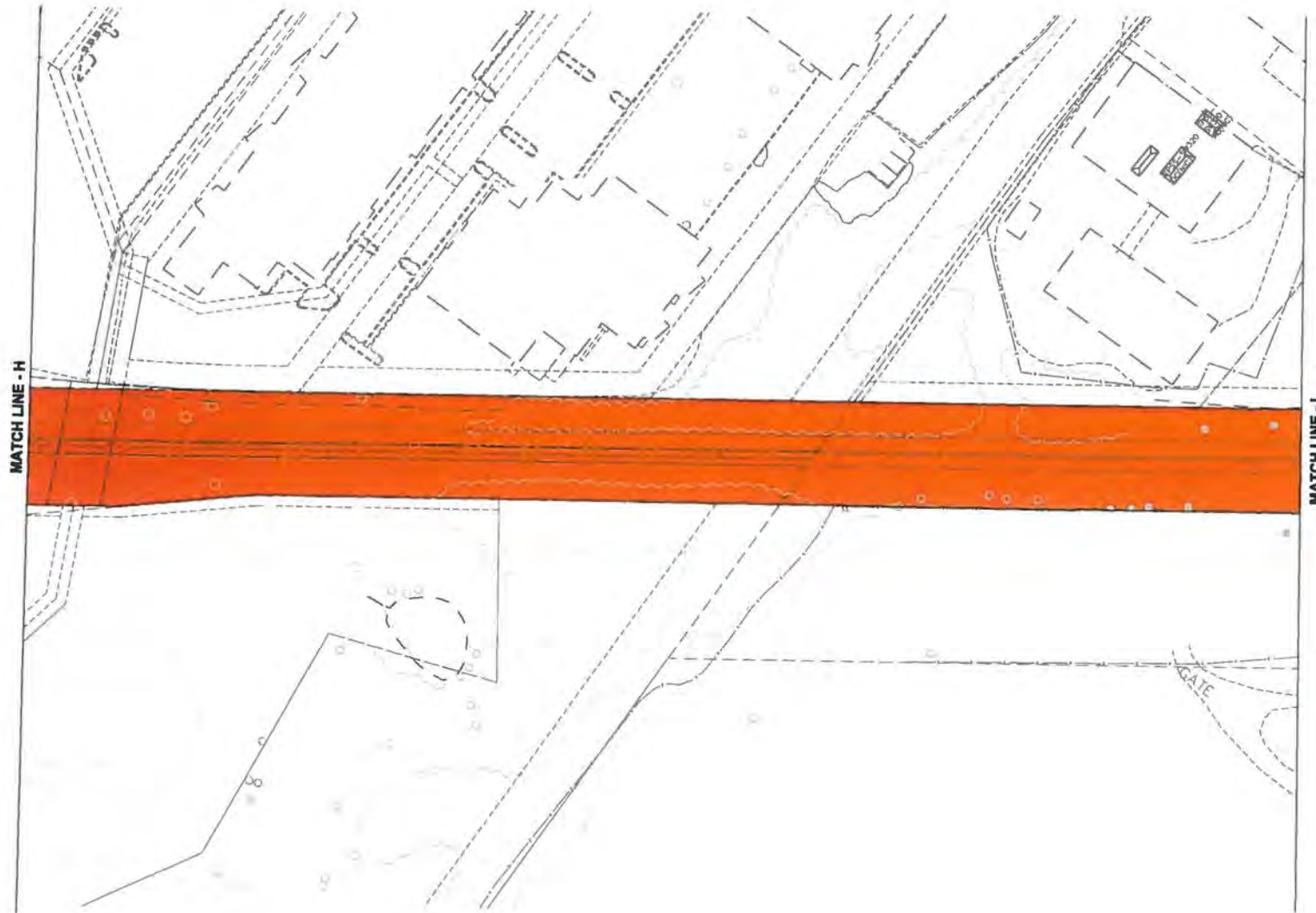
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	EASEMENT
	ADDITIONAL REAL PROPERTY

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	SOUTHWEST LIGHT RAIL BLS CONSTRUCTION DESCRIPTION EXHIBIT A-2 SHEET 07 OF 29	Rev 0 02/28/2018			AECOM Kimley»Horn
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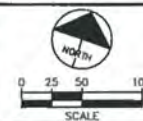
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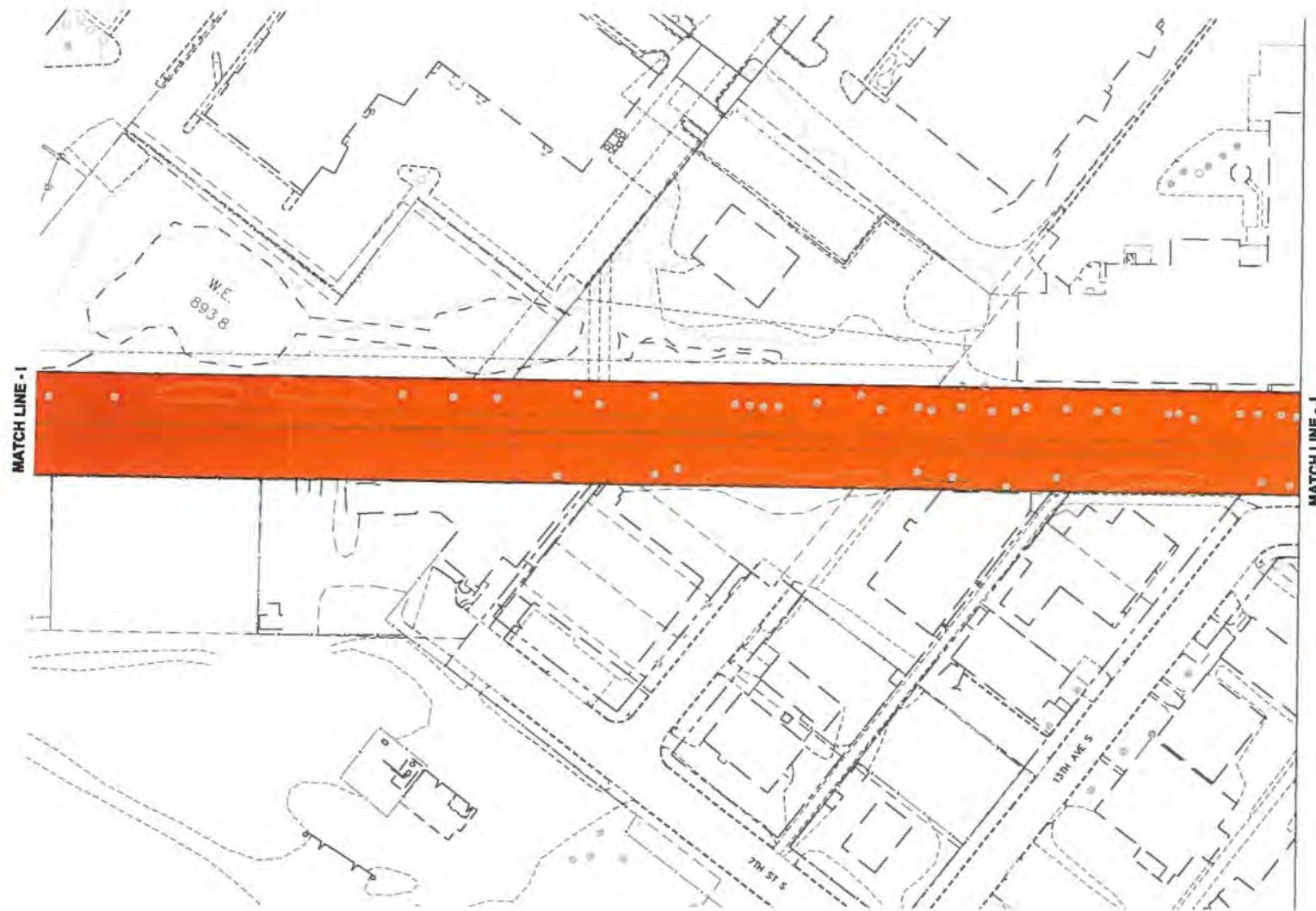


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BLS CONSTRUCTION DESCRIPTION
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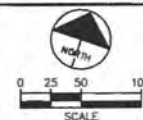
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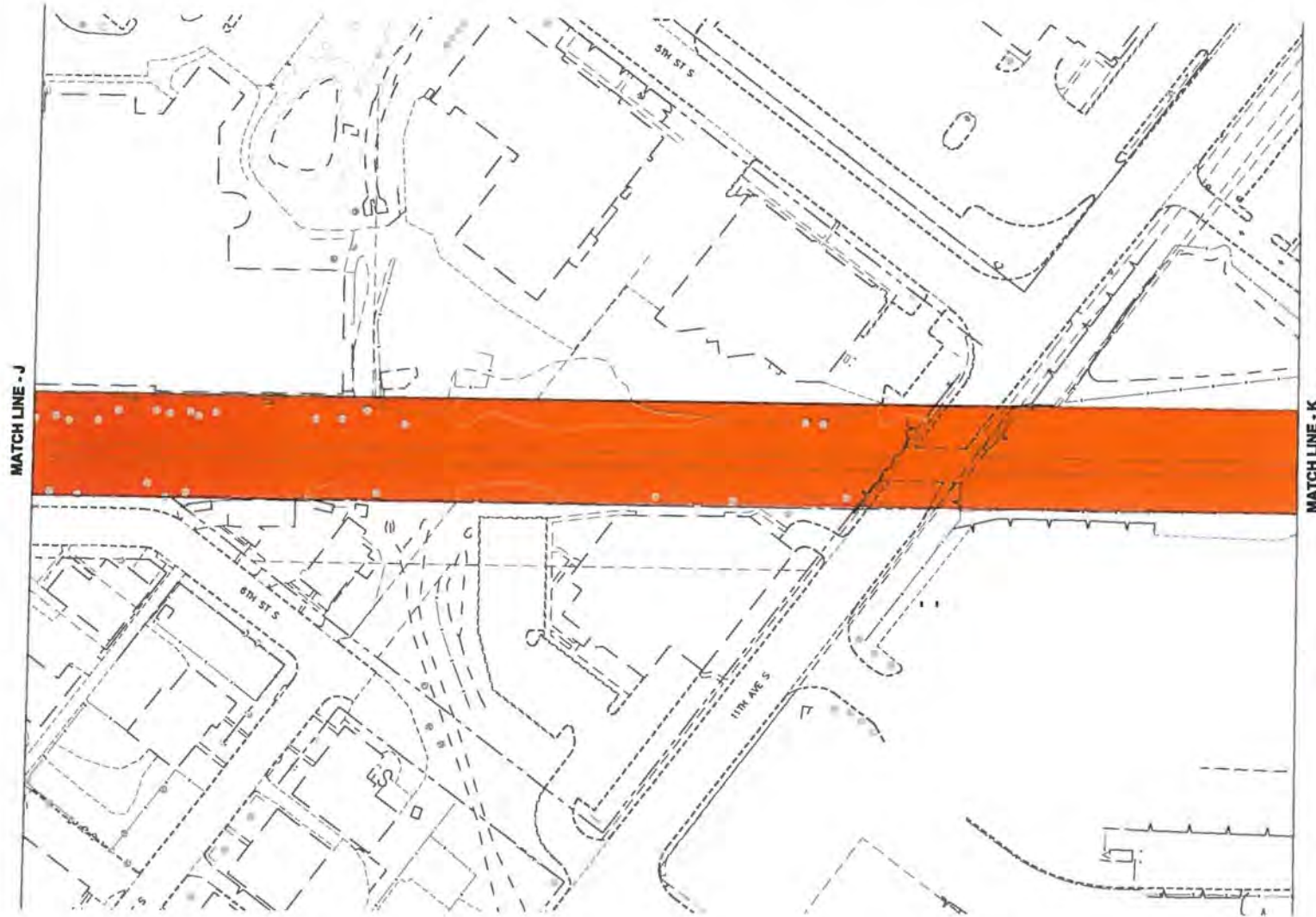
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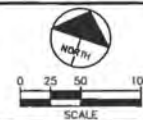
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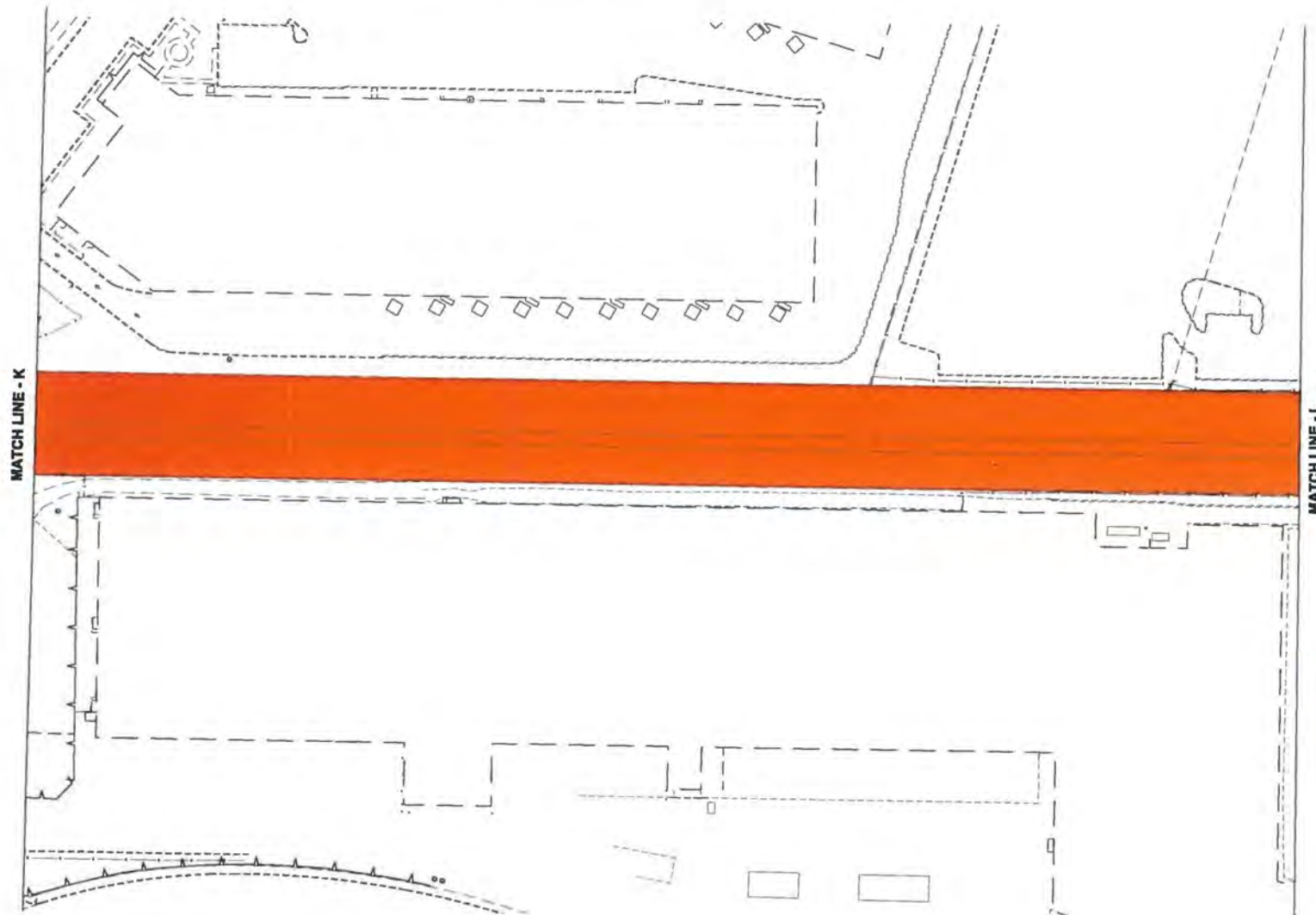
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BLS CONSTRUCTION DESCRIPTION
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Kimley»Horn

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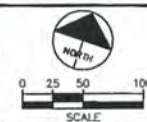
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-  ADDITIONAL REAL PROPERTY

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SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
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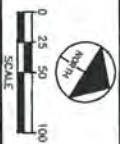


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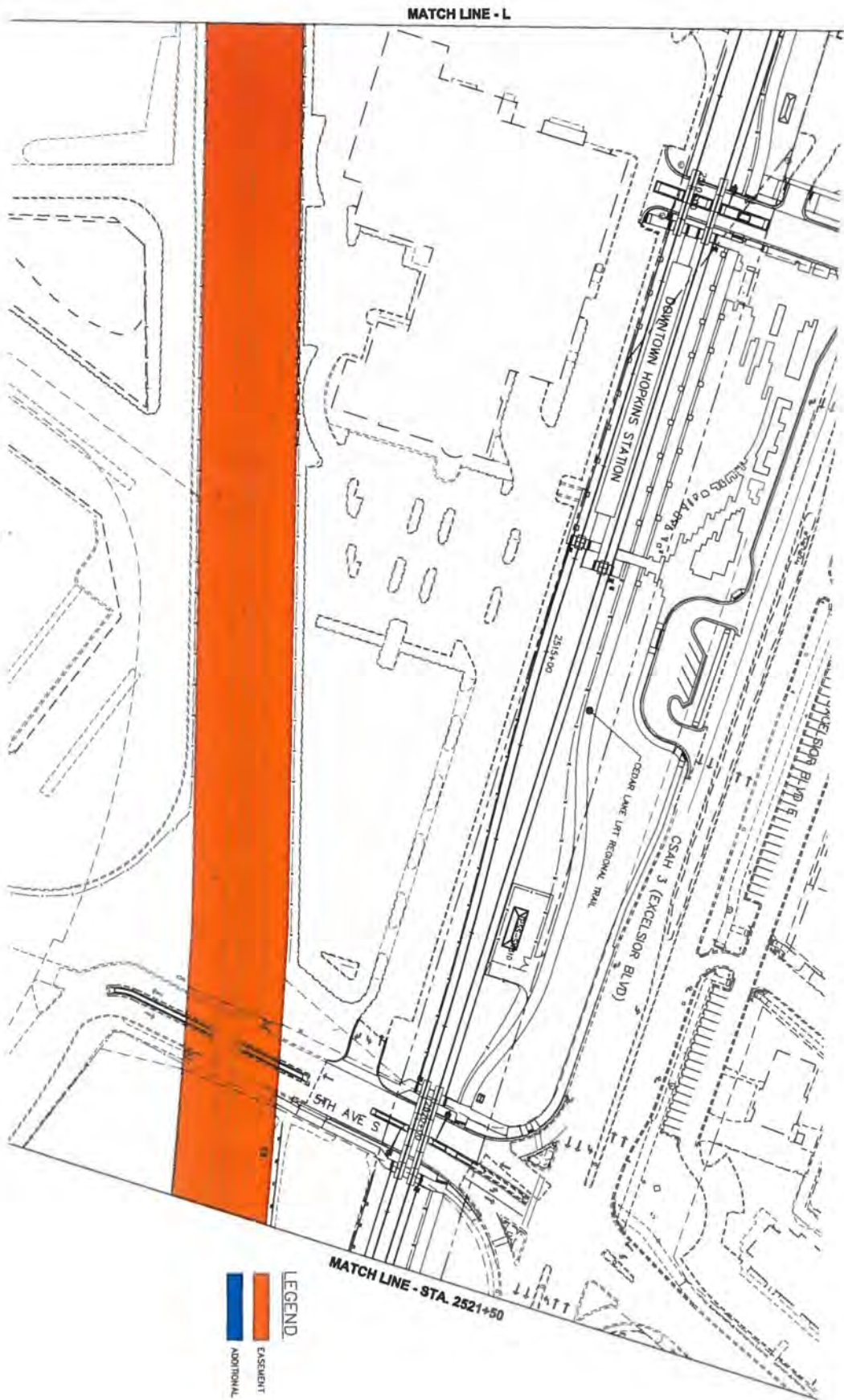
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EXHIBIT A-2
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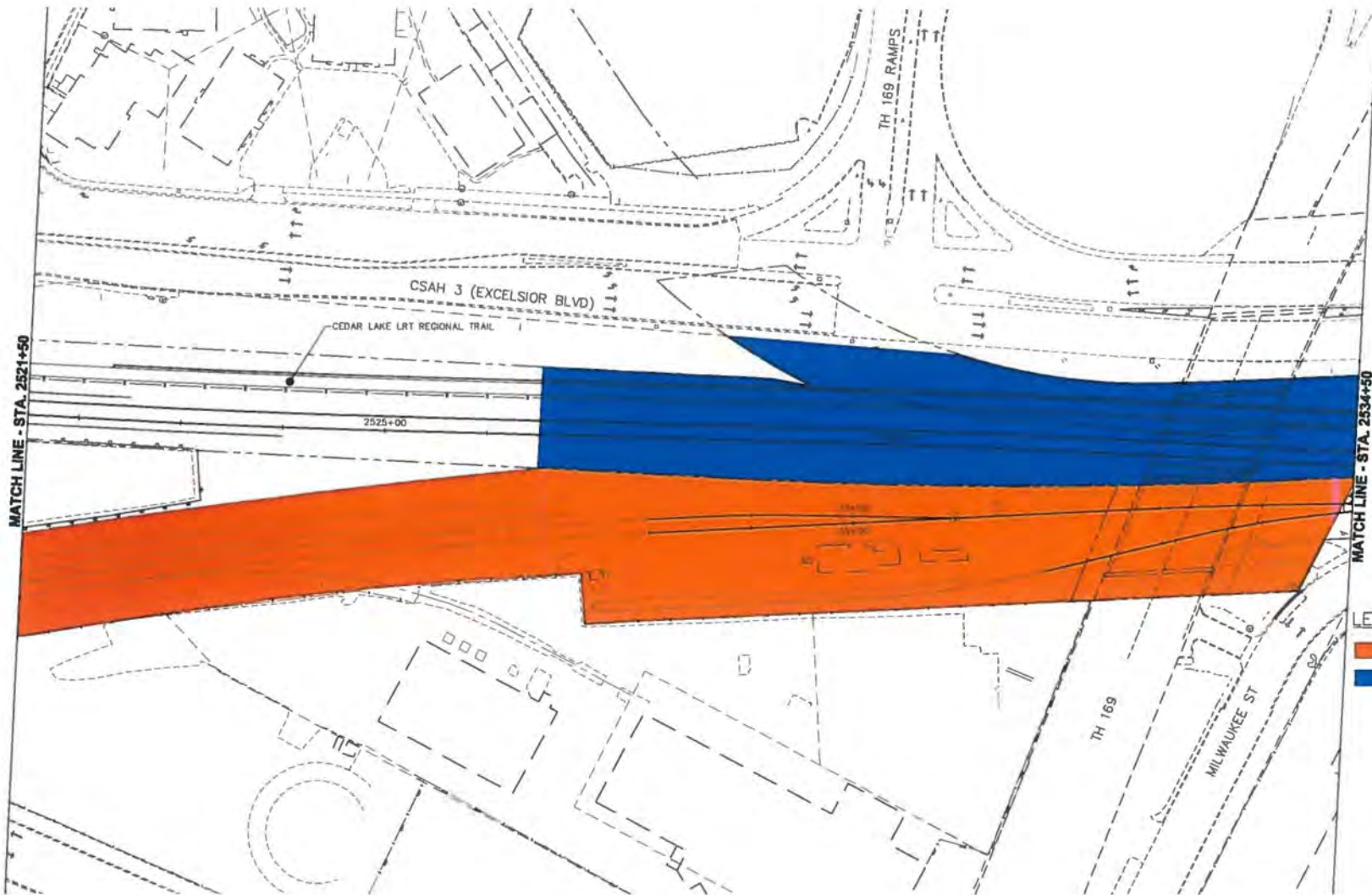


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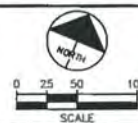


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SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
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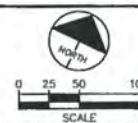
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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May 19 2018 08:58 am W:\1400_ADC\1400\OVERALL\EXHIBITS\HERRA PARCELS\LET-HERRA-LAND TRANSFER-QP-01.dwg By: Tammol



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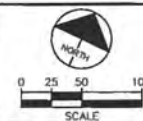
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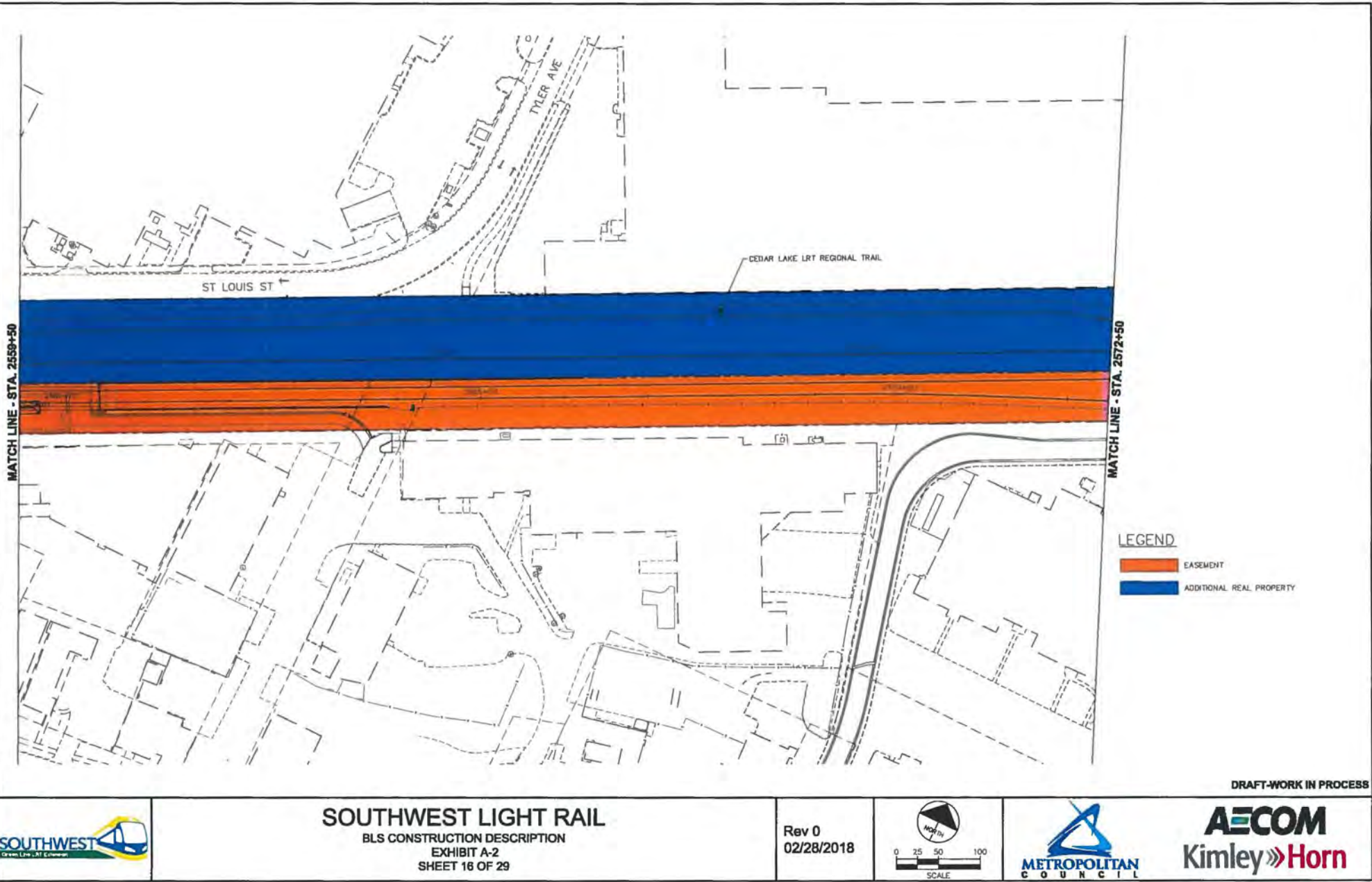
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02/28/2018



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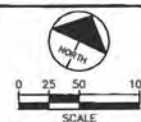
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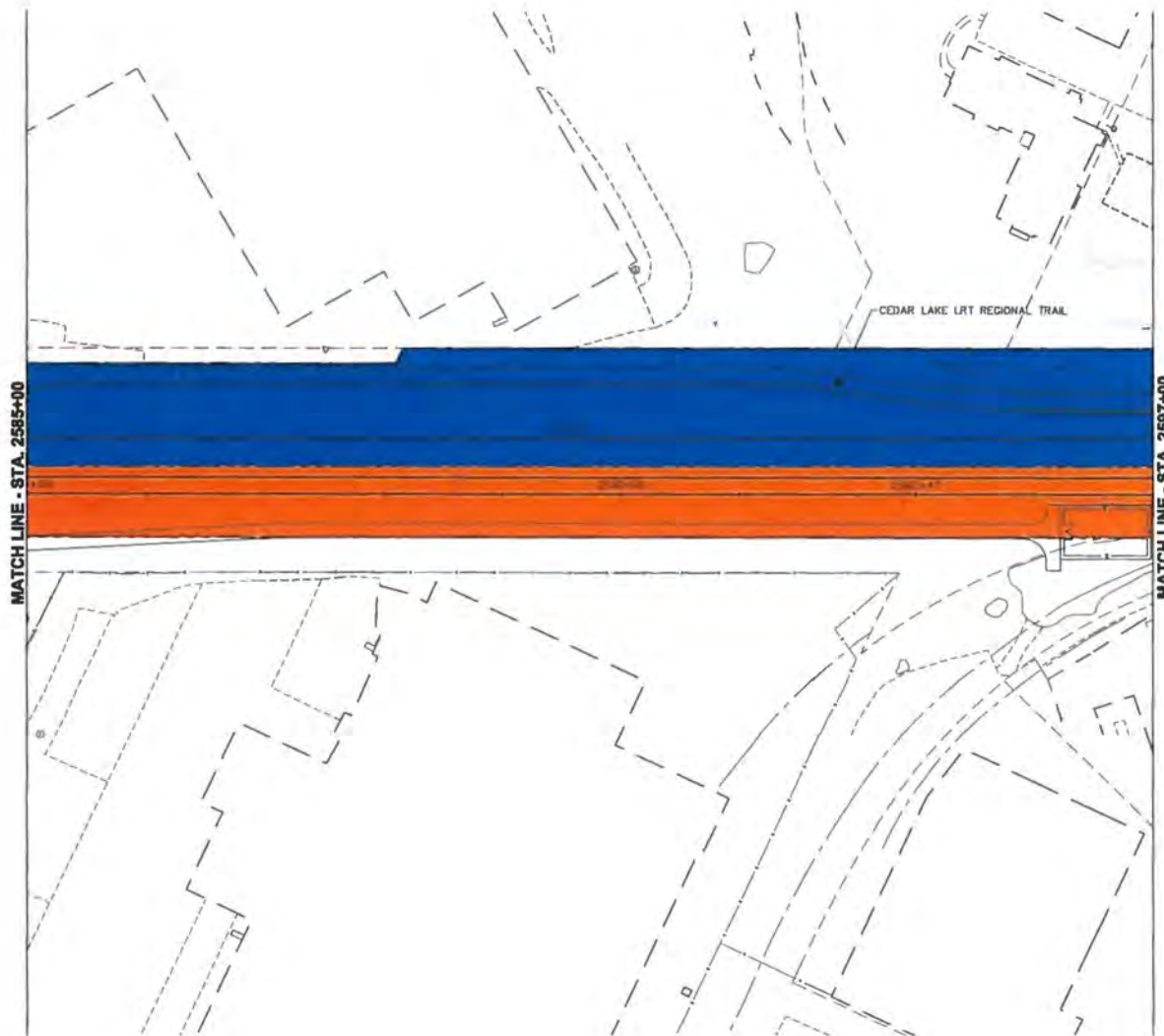
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EXHIBIT A-2
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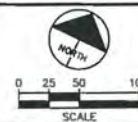
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SOUTHWEST LIGHT RAIL
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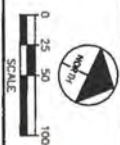


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SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
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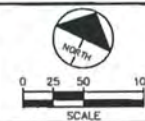
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
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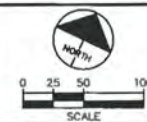
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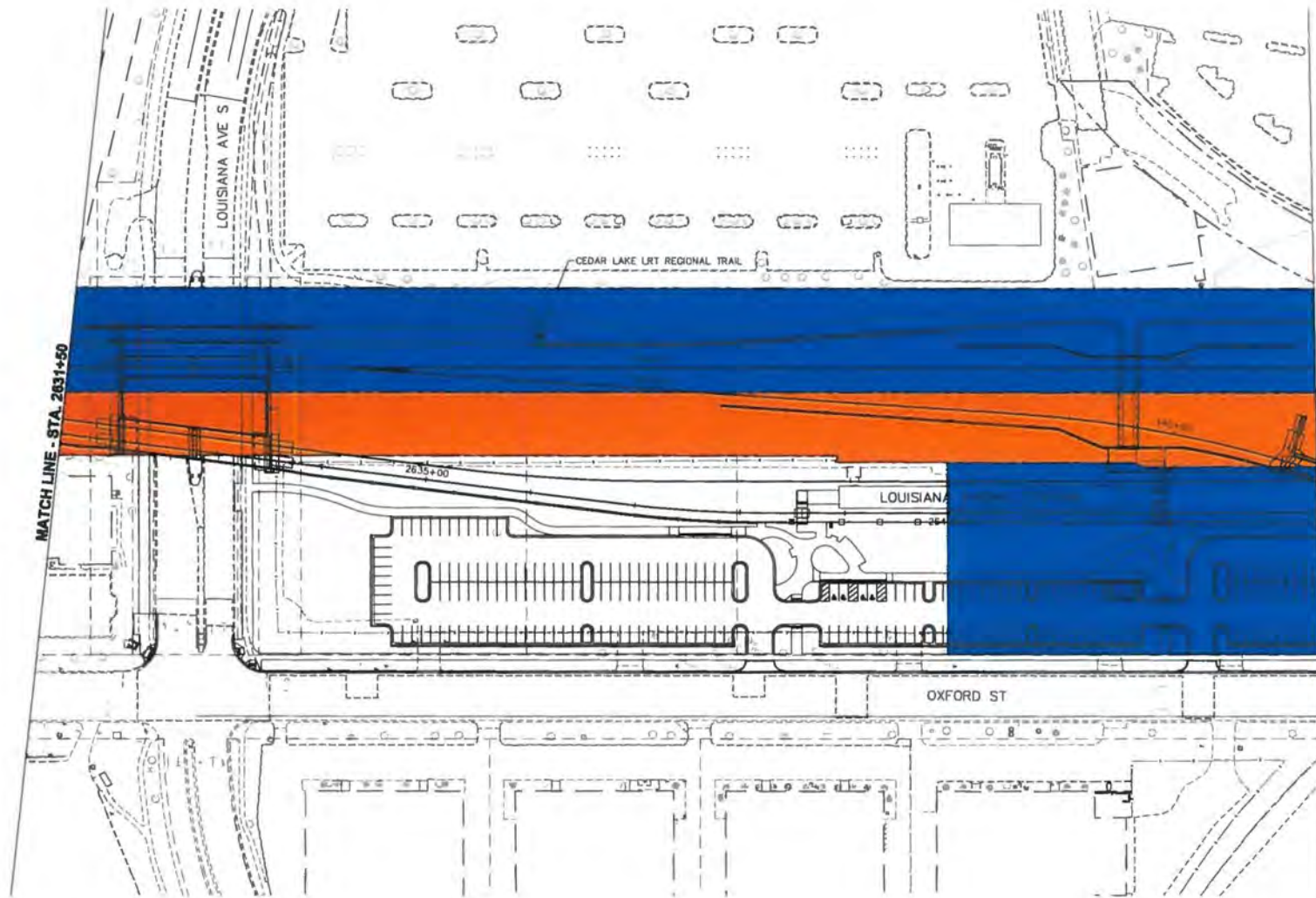
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EXHIBIT A-2
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Kimley»Horn

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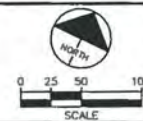
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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Kimley»Horn

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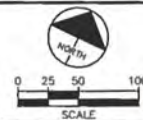


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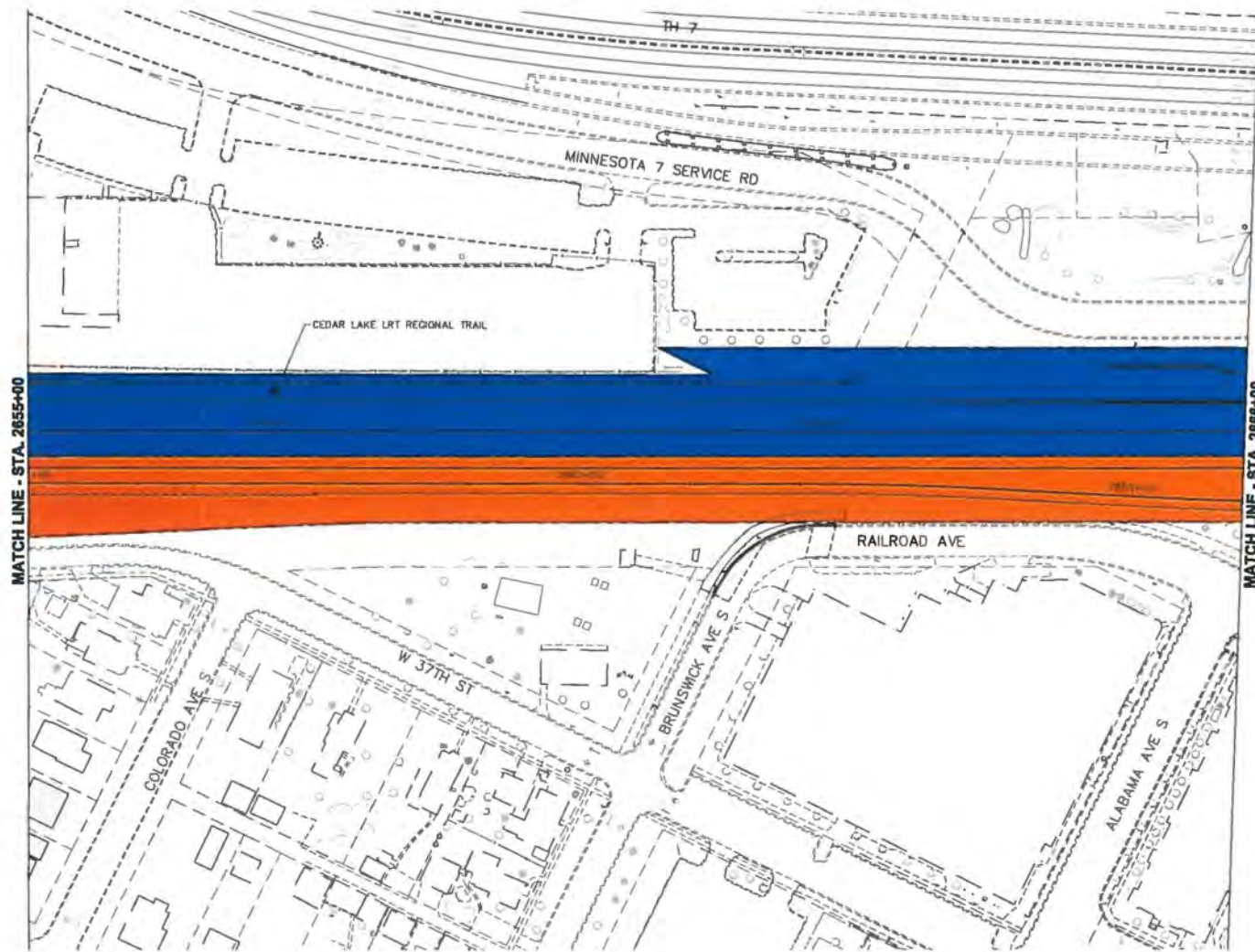
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Kimley»Horn

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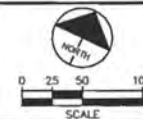
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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SHEET 24 OF 29

Rev 0
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Kimley»Horn

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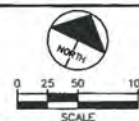
- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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EXHIBIT A-2
SHEET 25 OF 29

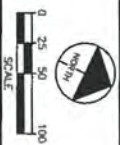
Rev 0
02/28/2018





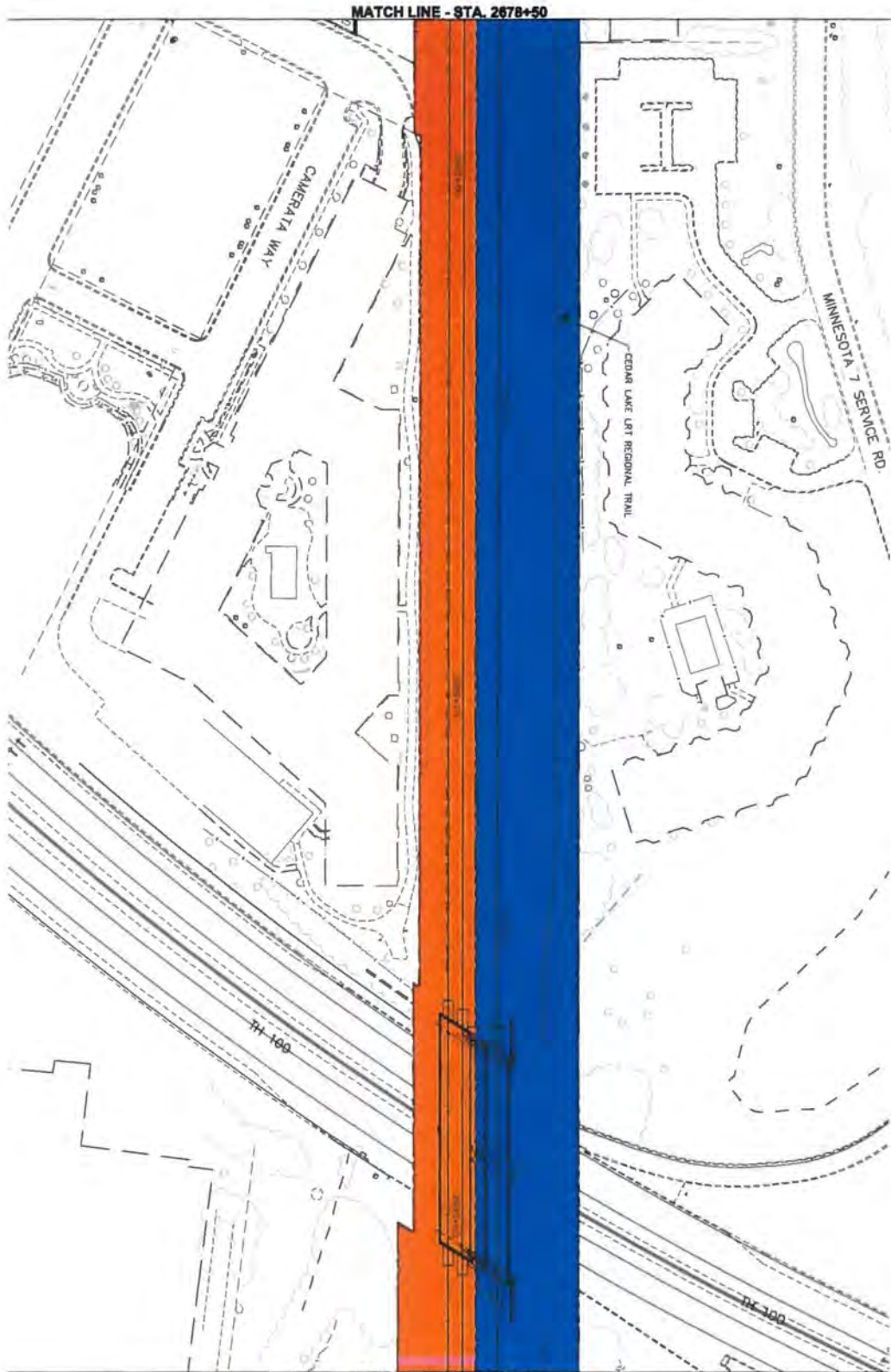
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EXHIBIT A-2
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AECOM
Kimley-Horn

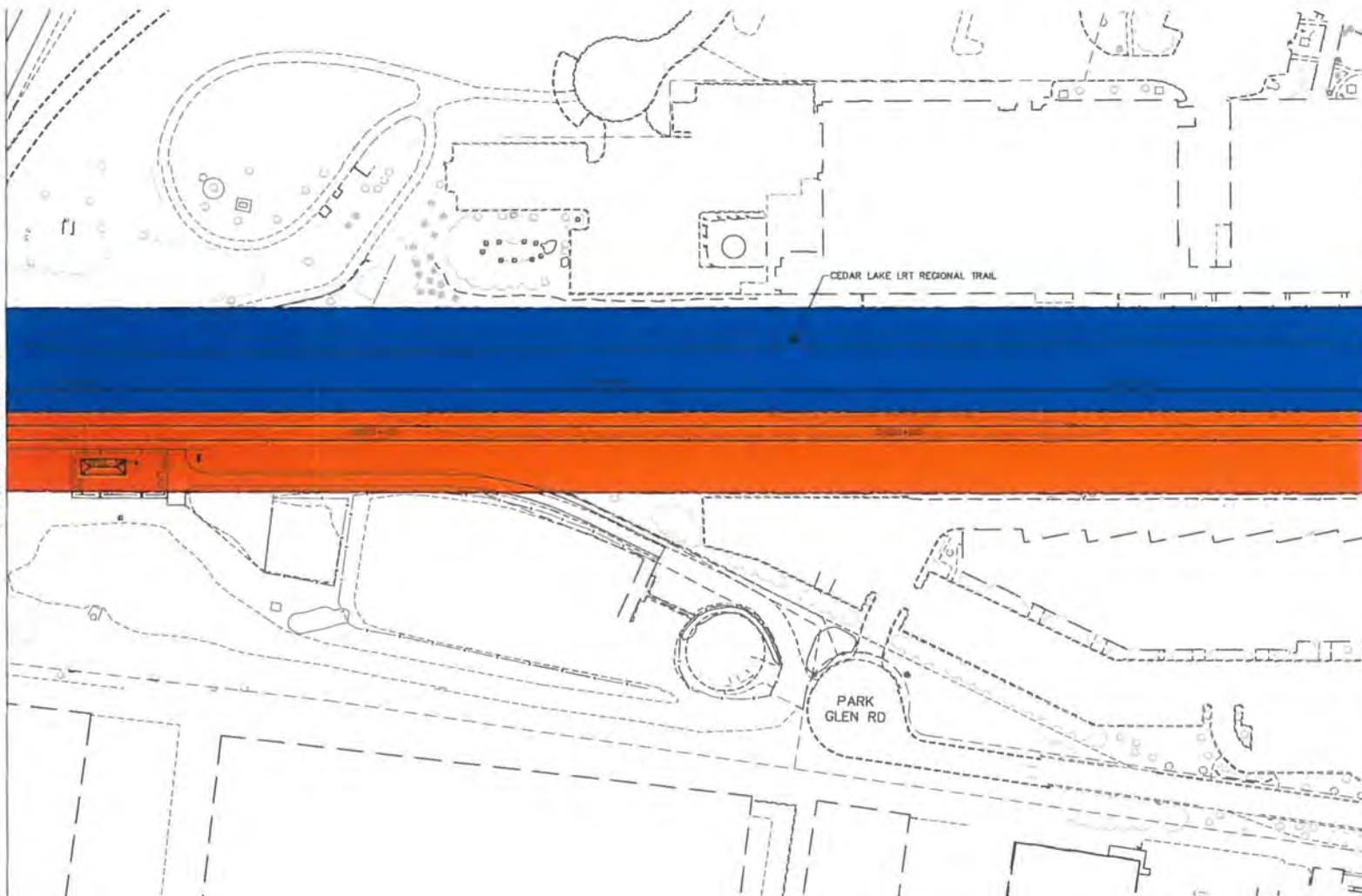
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Mar, 19 2018 09:14 am V:\4600_A001\CAO\UNIVERSAL\CONCRETE\HOBRA-LAND TRANSFER-DP-01.dwg By: Faramo

MATCH LINE - STA. 2891+50

MATCH LINE - STA. 2704+50



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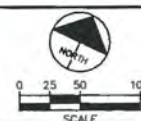
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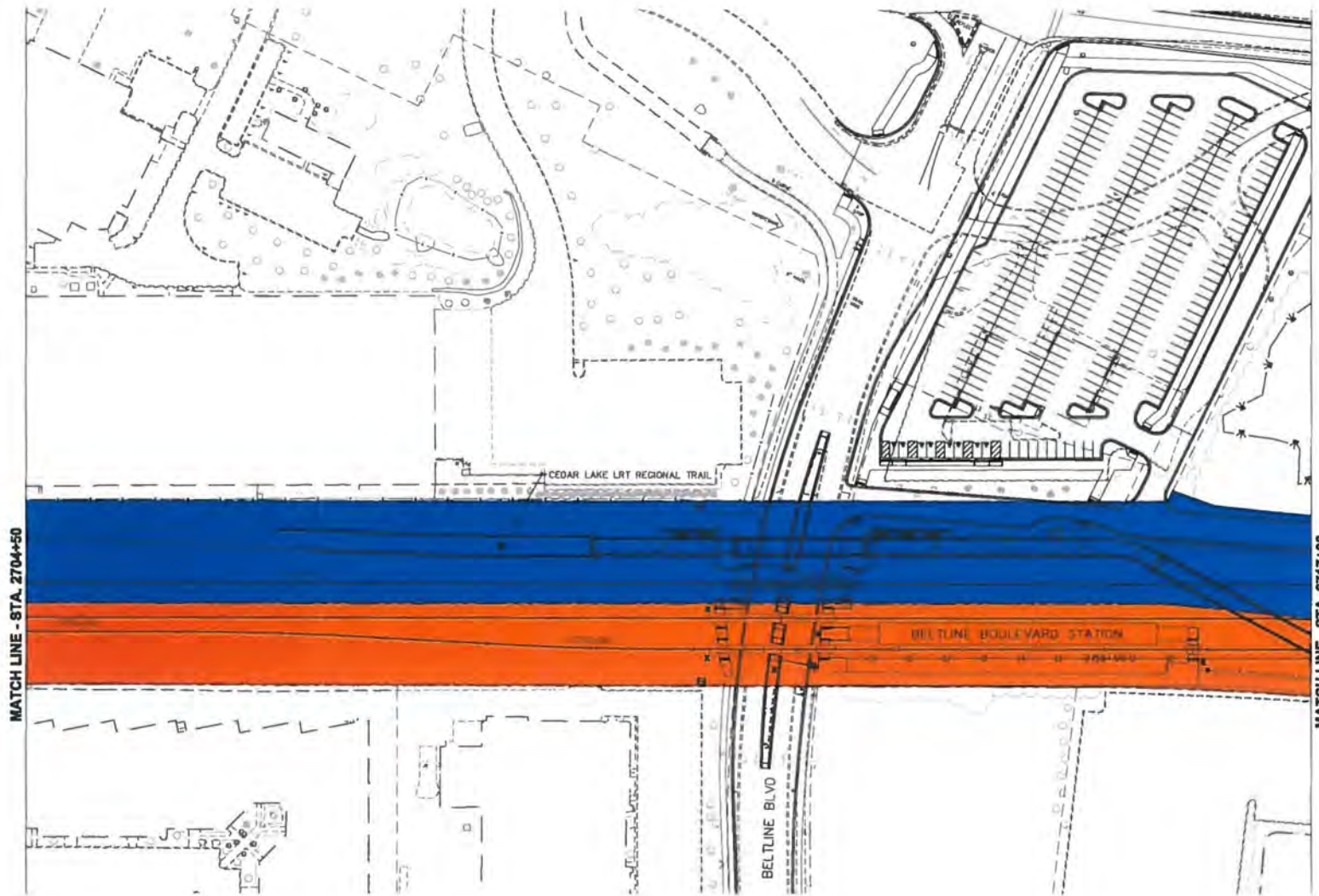
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02/28/2018



AECOM
Kimley»Horn

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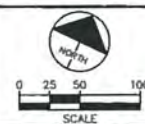
- EASEMENT
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SOUTHWEST LIGHT RAIL BLS CONSTRUCTION DESCRIPTION EXHIBIT A-2 SHEET 28 OF 29

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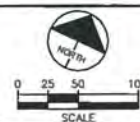
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DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
BLS CONSTRUCTION DESCRIPTION
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AECOM
Kimley»Horn

EXHIBIT B-1

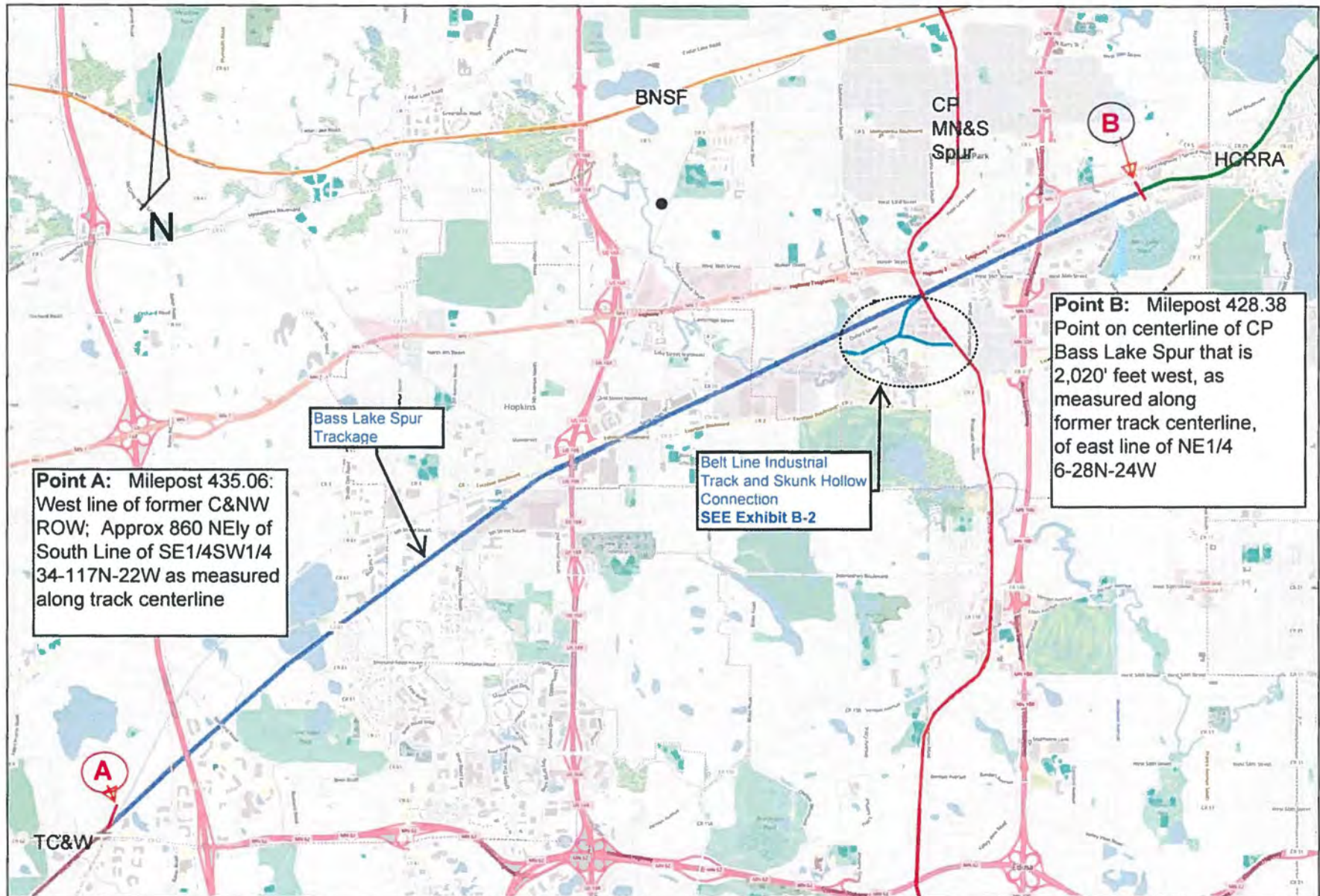


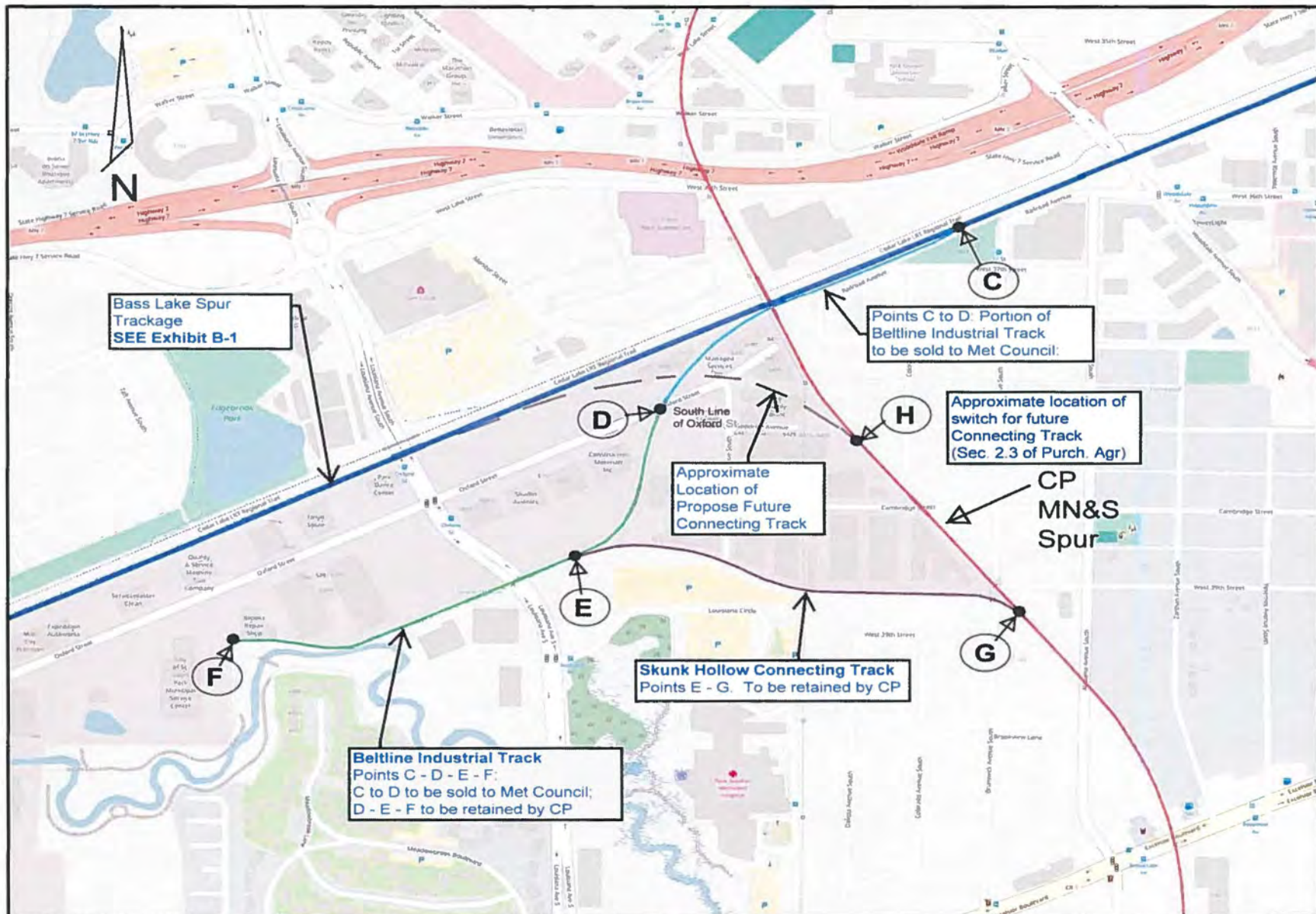
EXHIBIT B-2

EXHIBIT C - FORM OF EASEMENT

RAIL FREIGHT OPERATING EASEMENT

Date: _____, 2018.

In consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt whereof is hereby acknowledged,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific, of 120 South Sixth Street, Suite 900, Minneapolis, Minnesota 55402 ("**Grantor**")

hereby grants and conveys unto

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY ("HCRRA") ("**Grantee**")

a permanent, irrevocable, exclusive, transferable and assignable rail freight operating easement ("**Easement**") described and conditioned as follows:

- 1.0 **MEMORANDUM OF AGREEMENT:** This document also serves to document the existence of an agreement between Grantor, Grantee and the Metropolitan Council (the "Council") titled "**Bass Lake Spur Freight Rail Easement Agreement**," dated as of _____, 2018, the terms of which are incorporated herein by reference.
- 2.0 **DESCRIPTION OF EASEMENT PROPERTY:** The Easement is granted over and across the parcels of land in **Hennepin County, Minnesota** described in Exhibit A appended hereto, the "**Property**," and the freight railroad trackage, track connections, facilities and appurtenances, signals and switches located thereon ("**Bass Lake Spur Trackage**").

3.0 **PURPOSES:** The rights granted to Grantee pursuant to this Easement are limited to the use and operation of Bass Lake Spur Trackage for the provision of service as a freight rail carrier as that term is defined in 49 U.S.C. § 10102(5), including but not limited to the construction, maintenance, repair, replacement and operation of freight rail and associated facilities. Subject to the provisions of that certain Twin Cities Trackage Rights Agreement dated July 26, 1991 between Grantor and Twin Cities & Western Railroad Company ("TCW"), as modified by a Supplemental Agreement dated July 27, 1993, a Relinquishment Agreement dated July 27, 1993 and a Second Supplemental Agreement dated April 30, 1996 (collectively, the "TRA") that are applicable to the Bass Lake Spur Trackage, Grantee shall have the exclusive right and obligation to exercise the rights and obligations of a common carrier by railroad, as defined in 49 U.S.C. § 11101 on the Bass Lake Spur Trackage.

4.0 **COVENANTS:** Grantee's use of the Bass Lake Spur Trackage shall be subject to the following covenants and conditions:

- 4.1 Grantor shall not be responsible for any railroad operating taxes levied against the Bass Lake Spur Trackage.
- 4.2 Grantee shall not discontinue or abandon rail freight service upon the Bass Lake Spur Trackage without required authorization from the STB or successor agencies.
- 4.3 Grantee, for itself and its successors and assigns, acknowledges that its right to assign its operating rights shall be subject to obtaining the Council's consent, which shall not be unreasonably withheld, and all appropriate authorization from the STB or successor agencies.
- 4.4 Grantee agrees that the Council shall have the right to construct and operate a light rail passenger service and related improvements within the property containing the Bass Lake Spur Trackage and, in connection therewith, to relocate all or portions of the Bass Lake Spur Trackage as more specifically provided in the Bass Lake Spur Freight Rail Easement Agreement.

5.0 **REPRESENTATIONS AND RELEASES**

- 5.1 The Easement granted by Grantor is without warranty and subject to all encumbrances existing as of the date of this Easement.
- 5.2 Grantee is aware of the condition of the Property and the Bass Lake Spur Trackage and hereby accepts the Easement in its current "AS IS, WHERE IS, WITH ALL FAULTS" condition, except for (and specifically excluding) any environmental condition existing prior to the effective date of the Easement.
- 5.3 The Rail Freight Operating Easement shall run with the land and shall be binding upon the successors and assigns of the Property until HCRRA or its successors or assigns have abandoned the railroad common carrier obligation pursuant to all required

governmental approvals, at which time the Rail Freight Operating Easement shall terminate, subject to the Rights for LRT defined below.

6.0 **RESERVATIONS:** Grantor reserves:

- 6.1. fee title to the Property to itself; Grantee's maintenance and use of Bass Lake Spur Trackage, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Easement; and
- 6.2 the right of the Council to use the Property pursuant to Section 4.4, provided such use does not unreasonably interfere with the Grantee's use of the Bass Lake Spur Trackage pursuant to this Easement or TCW's use of the Bass Lake Spur Trackage for overheard service pursuant to the provisions of the TRA.

7.0 **MISCELLANEOUS:**

- 7.1 **Grantee/Grantor:** As used in this Easement, the terms "**Grantee**" and "**Grantor**" shall include the parties first named above and their respective successors or assigns.
- 7.2 **Headings:** The headings used in this Easement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the sections to which they are appended, and they shall not be used or construed as guides to the interpretation of said sections.
- 7.3 **Severability of Terms:** Each section, provision, paragraph, sentence, clause, phrase, and word of this Easement shall apply to the extent permitted by applicable law and is intended to be severable. If any section, provision, paragraph, sentence, clause, phrase or word of this indenture is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Easement.
- 7.4 **No Waiver:** Any act or omission constituting a breach of this Easement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof.
- 7.5 **Notices:** Any notice given by a party pursuant to this Easement shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known address.
- 7.6 **No Warranty:** Grantor does not warrant title to the Property, and makes no representations or warranties, express or implied, as to the habitability of the Property or the fitness of the Property or Bass Lake Spur Trackage for Grantee's purpose or any other particular purpose.

{the remainder of this page is intentionally blank}

This Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

SOO LINE RAILROAD COMPANY

doing business as Canadian Pacific

By: _____

 $\geq$

Its: >

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing easement was acknowledged before me this _____ day of _____, 2018, by >, >, of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

Notary Seal

**HENNEPIN COUNTY
REGIONAL RAILROAD AUTHORITY
STATE OF MINNESOTA**

By: _____

 $\triangleright$

Its: $\rightarrow$

[illegible]

The foregoing easement was acknowledged before me this _____ day of _____, 2018, by >, >, of the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of said political subdivision.

Notary Public

Notary Seal

This instrument was drafted by:
Real Estate Department
Canadian Pacific
700 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402

EXHIBIT D – JOINT POWERS AGREEMENT

JOINT AND COOPERATIVE EXERCISE OF POWERS AGREEMENT
BETWEEN THE METROPOLITAN COUNCIL AND THE
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

THIS JOINT AND COOPERATIVE EXERCISE OF POWERS AGREEMENT ("Agreement") is a contract between the Metropolitan Council ("Council") and the Hennepin County Regional Railroad Authority ("HCRRA"). The Council and HCRRA are the Parties ("Party" or, collectively, "Parties") to this Agreement, and Hennepin County ("County") is a third-party beneficiary to the extent provided herein.

RECITALS

1. **WHEREAS**, pursuant to Minnesota Statutes section 473.129, subdivision 4, the Council "may accept gifts, apply for and use grants or loans of money or other property from the United States, the state, or any person for any Metropolitan Council purpose and may enter into agreements required in connection therewith and may hold, use, and dispose of such moneys or property in accordance with the terms of the gift, grant, loan, or agreement relating thereto"; and
2. **WHEREAS**, pursuant to Minnesota Statutes section 473.129, subdivision 7, the Council "may acquire, own, hold, use, improve, operate, maintain, lease, exchange, transfer, sell, or otherwise dispose of personal or real property, franchises, easements, or property rights or interests of any kind"; and
3. **WHEREAS**, pursuant to Minnesota Statutes section 473.3999, the Council is authorized "to plan, design, acquire, construct, and equip light rail transit facilities in the metropolitan area"; and
4. **WHEREAS**, pursuant to Minnesota Statutes section 473.4051, the Council "shall operate all light rail transit facilities and services located in the metropolitan area upon completion of construction of the facilities and the commencement of revenue service using the facilities"; and
5. **WHEREAS**, the Council is constructing and will operate the Southwest Light Rail Transit Project ("SWLRT Project") which will be known as the "Green Line Extension"; and
6. **WHEREAS**, the Green Line Extension will extend from Minneapolis through St. Louis Park, Hopkins, Minnetonka and into Eden Prairie; and
7. **WHEREAS**, the Green Line Extension will in certain parts be co-located adjacent to existing freight rail in the Bass Lake Spur Corridor and the Kenilworth Corridor; and

8. **WHEREAS**, pursuant to Minnesota Statutes section 473.4052, both the Council and HCRRA may contract with a railroad for the use of right-of-way for light rail transit and freight rail purposes, or the construction, operation, or maintenance of rail track, facilities, or services for light rail transit and freight rail purposes in a shared corridor that is within or adjacent to the right-of-way and such a contract may also provide for the allocation of financial responsibility, indemnification, and the procurement of insurance for the parties for all types of claims or damages; and
9. **WHEREAS**, Soo Line Railroad Company dba Canadian Pacific (“CP”) owns freight rail property within the Bass Lake Spur Corridor which it intends to convey to the Council as part of the SWLRT Project; and
10. **WHEREAS**, HCRRA owns property referred to as the Kenilworth Corridor, and within the Bass Lake Spur Corridor, which it intends to convey to the Council through the Property Transfer Agreement, in connection with the SWLRT Project; and
11. **WHEREAS**, CP and HCRRA have federal common carrier obligations for freight rail service within their respective portions of the Corridors and are parties to respective Trackage Rights Agreements that allow Twin Cities & Western Railroad Company (“TC&W”) and CP to operate overhead freight rail service within the Corridors; and
12. **WHEREAS**, the Council’s plans and specifications for the freight rail corridors include temporary and permanent adjustments to the existing freight rail alignments in the Kenilworth Corridor and the Bass Lake Spur Corridor; and
13. **WHEREAS**, HCRRA is a political subdivision and local government unit of Minnesota under Minnesota Statutes section 398A.03, subdivision 1(1), and is authorized by Minnesota Statutes section 398A.04, subdivision 2, to “plan, establish, acquire, develop, construct, purchase, enlarge, extend, improve, maintain, equip, operate, regulate, and protect railroads and railroad facilities”; and
14. **WHEREAS**, pursuant to Minnesota Statutes section 473.399, subdivision 1a, the Council “shall ensure that light rail transit . . . facilities are planned, designed and implemented . . . to ensure that rail transit lines will interface with each other and other transportation facilities and services so as to provide a unified, integrated, and efficient multimodal transportation system”; and
15. **WHEREAS**, pursuant to Minnesota Statutes section 398A.04, subdivision 9, HCRRA may enter into joint powers agreements under section 471.59 or other agreements with the Council about any matter subject to Minnesota Statutes chapter 398A; and
16. **WHEREAS**, Minnesota Statutes section 471.59, subdivision 10, authorizes the governing body of any governmental unit (and any instrumentality of a governmental unit) to enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself; and

17. **WHEREAS**, to assure continued operation of freight rail service as required by federal law, HCRRA has agreed to undertake the rights and obligations (including Common Carrier Obligations) stated in Sections 2.2.1-2.2.6., of the Property Transfer Agreement and pursuant to HCRRA's Notice of Exemption to be filed with the Surface Transportation Board; and
18. **WHEREAS**, the County is a body politic and corporate and a unit of local government, established under Minnesota Statutes chapter 373 and with the powers set forth in chapter 373 and chapter 383B and as otherwise provided under Minnesota law; and
19. **WHEREAS**, the Board of Commissioners of the Hennepin County Regional Railroad Authority approved this Agreement at its March 20, 2018 meeting (Resolution 18-HCRRA-0011) and the governing body of the Metropolitan Council approved this Agreement by action at its March 21, 2018 meeting (Business Item No. 2018-59JT).

NOW, THEREFORE, for mutual valuable consideration, including but not limited to the Recitals which are incorporated herein as part of this Agreement, the sufficiency of which has been agreed to by the Parties, HCRRA and the Council agree as follows:

1. Purpose.

- (a) The purpose of this Agreement is (1) to obligate the Council to keep HCRRA and the County financially whole for any obligation of any kind, now or in the future, arising out of HCRRA's holding or exercise of the Common Carrier Obligation, the Trackage Rights Agreements and the Associated Freight Easements, except to the extent the Parties have explicitly agreed in a separate written agreement whereby HCRRA or the County has accepted financial responsibility for any of such costs, liabilities or obligations; and (2) subject to par. (b) below, to assign responsibility to the Council for administering on behalf of HCRRA the Trackage Rights Agreements and HCRRA's performance of the Common Carrier Obligation.
- (b) If the Council breaches or otherwise does not perform its obligations under this Agreement, (1) HCRRA is still ultimately responsible to fulfill its Common Carrier Obligation in the Corridors or HCRRA's commitment to fulfill that responsibility as described in the pleadings submitted to the Surface Transportation Board in Docket Numbers FD 36177 and FD 36178 as part of any proceedings that may be required to implement the property transactions referenced in this Agreement; and (2) HCRRA is still ultimately responsible to fulfill its retained or assumed rights and obligations under the Trackage Rights Agreements as described in the pleadings and documents in the proceedings described in clause (1). In the event that the Council breaches or otherwise does not perform its obligations under this Agreement, HCRRA's and the County's remedies are solely their available remedies at law or in equity or as provided herein against the Council, and HCRRA will continue to hold the Common Carrier Obligation.

2. Definitions. As used in this Agreement the following terms have the following meaning:

“Associated Freight Easements” means the Bass Lake Spur Rail Freight Easement, the HCRRA Freight Rail Operating Easement and Consent to LRT, the Substitute Freight Rail Easement and Consent to LRT, and the Kenilworth Freight Rail Easement.

“Corridors” means the Bass Lake Spur Corridor and the Kenilworth Corridor, as depicted in Exhibit A.

“County” means Hennepin County.

“Property Transfer Agreement” means the Green Line Extension Light Rail Property Transfer Agreement by and between Hennepin County Regional Railroad Authority and the Metropolitan Council that will be filed with the STB. The Property Transfer Agreement has not yet been executed at the time this Agreement becomes effective. The provisions of the unexecuted Property Transfer Agreement (including but not limited to the definitions, and the HCRRA undertakings described in Sections 2.2.1-2.2.6), are material to this Agreement. Accordingly, subject to Section 21 of this Agreement, the provisions of the Property Transfer Agreement will apply herein until executed, at which point the executed version will apply. This Agreement is part of the consideration for the Property Transfer Agreement and will be attached as Exhibit B to the Property Transfer Agreement and incorporated therein.

“Trackage Rights Agreements” shall mean the Bass Lake Spur Trackage Rights Agreement and the Kenilworth TRA.

The following terms shall have the same meaning as in the Property Transfer Agreement, and any exhibits thereto are incorporated herein by reference as if attached hereto:

“Bass Lake Spur Corridor” (but for purposes of this Agreement also includes HCRRA property adjacent to the Bass Lake Spur Corridor, that HCRRA is conveying to the Council through the Property Transfer Agreement).

“Bass Lake Spur Rail Freight Easement”

“Bass Lake Spur Trackage Rights Agreement”

“Common Carrier Obligation”

“HCRRA Freight Rail Operating Easement and Consent to LRT”

“Kenilworth Corridor” (but for purposes of this Agreement also includes property that HCRRA is transferring to the Council through the Property Transfer Agreement in the corridor adjacent to the freight tracks and right-of way)

“Kenilworth Freight Rail Easement”

“Kenilworth TRA”

“Partial Assignment Agreement”

“STB”

“Substitute Freight Rail Easement and Consent to LRT”

“Twin Cities Trackage Rights Agreement”

3. Representations and Warranties. Each of the Parties makes the following representations and warranties to each other and to the County:

- (a) The Party has full, complete and unfettered authority to make the promises and to undertake and carry out all of the Party’s obligations in this Agreement;
- (b) The Party is and will be contractually bound by this Agreement until the Agreement may terminate pursuant to Section 13;
- (c) The execution and performance by the Party of this Agreement does not violate or conflict with Minnesota’s governing constitution, statutes, rulings, codes, or regulations or any other agreement or statute, ruling, code, regulation or any other agreement or statute governing the Party specifically; and
- (d) The Party has received no written notice of any pending litigation or proceeding by any organization, person, individual or governmental agency against the Party that would prevent the Party from complying with the terms, conditions and provisions contained in this Agreement.

4. Inducement, Consideration and Reliance. The Council is undertaking the obligations, and making the representations and warranties, in this Agreement as an inducement to HCRRA to enter into the Property Transfer Agreement, as consideration for the Property Transfer Agreement, as consideration and inducement for this Agreement, as consideration for and inducement of HCRRA’s filings with the STB, and as consideration for and inducement of continued and future transit funding by HCRRA and Hennepin County. HCRRA is agreeing to undertake the obligations of the Property Transfer Agreement, including but not limited to the undertakings described in Sections 2.2.1-2.2.6, thereto, all in reliance on the Council’s representations and warranties herein and on the Council’s promises to perform all of the Council’s obligations under this Agreement. The Parties intend that the mutual promises and obligations in this Agreement are a binding contract, and agree that impairment of such obligations is substantial, is unreasonable and unnecessary, and would not serve a legitimate public purpose.

5. Council's Obligation for Certain Duties and Financial Obligations.

- (a) The Council will, if and when requested by HCRRA, at the Council's cost and expense: (i) secure on behalf of HCRRA appropriate third parties to provide any needed rail freight service on the Kenilworth Corridor and/or the Bass Lake Spur Corridor as a designated rail carrier; and (ii) undertake, or secure appropriate third parties to undertake, all other duties, responsibilities, liabilities and obligations of HCRRA that may arise in the Corridors, under the Trackage Rights Agreements or on account of the Associated Freight Easements, or this Agreement, including but not limited to operations (other than the operation of trains referenced in clause (i) above), maintenance and capital repair and replacement. The Council may fulfill its responsibilities on behalf of HCRRA under clause (ii) above by contracting with third parties, but the Council is not relieved of any of its responsibilities or obligations hereunder in the event that the Council cannot secure the services of a third party to fulfill those obligations or if a third party fails to perform.
 - (b) The Council's and third-party obligations herein will be funded first from fees paid to HCRRA under the Trackage Rights Agreements, which fees HCRRA shall timely pass through to the Council which will be responsible for paying HCRRA or any third parties. If the fees passed through to the Council are insufficient, the Council will be responsible for paying or securing funding for any excess costs, obligations, liabilities and expenses and shall do so from non-County and non-HCRRA sources except to the extent that the County or HCRRA has explicitly agreed to bear such cost, obligation, liability or expense in a separate agreement.
- 6. Insurance.** Unless otherwise provided by insurance procured by Council contractors or other third parties, the Council will procure and pay for railroad liability insurance to cover exposure of HCRRA and the County for costs, liability, suits, claims, damages, or other asserted liabilities in connection with or incidental to or related to loss or destruction of or damage to property (including real property and improvements thereon, and personal property, including injury or death to animals, and including property of the Parties and of third parties) and injury to and death of persons arising from (i) the rights and obligations of HCRRA under this Agreement, (ii) the rights, obligations or liabilities of HCRRA under the Trackage Rights Agreements, or (iii) the rights, obligations or liabilities of HCRRA under the Associated Freight Easements. The limits of such insurance before the Council begins LRT testing will be at least \$5,000,000, and will list HCRRA and the County as additional insureds on a primary and non-contributory basis. Once the Council begins LRT testing, such insurance shall provide limits no less than required by 49 U.S.C. section 28103(a)(2), as indexed under Fixing America's Surface Transportation Act, Public Law 114-94, section 11415, and will list HCRRA and the County as additional insureds on a primary and non-contributory basis. The procurement of such insurance by the Council or a third party does not relieve the Council of any of its financial obligations to HCRRA or the County under this Agreement or operate as a cap or limitation on the Council's obligations to HCRRA or the County.

7. **Indemnification and Defense.** Without limiting the Council's obligations under Sections 5 and 6, the Council will also defend, indemnify, and hold harmless HCRRA and the County and their commissioners, employees, consultants and agents from and against all costs, liabilities and exposures of any kind or character, including, without limitation, fines, penalties, losses, damages, actions, suits, demands, judgments, settlements, fines, fees, costs of investigation, expenses at arbitration, trial or appeal and without institution of arbitration or suit, cleanup, repair and replacement, and attorneys' fees, arising from, in connection with or incidental or related to (i) the Common Carrier Obligation rights, obligations or liabilities of HCRRA; (ii) the rights, obligations or liabilities of HCRRA under the Trackage Rights Agreements, or (iii) the rights, obligations or liabilities of HCRRA under the Associated Freight Easements. As between the Council, HCRRA, and the County, the Parties intend that this defense, indemnification and hold harmless obligation be interpreted and applied without limitation and in the broadest possible manner.
8. **Liability Waivers.** As to a claim of a third party (other than the County), the Council's obligations to HCRRA and the County under Sections 5, 6 and 7 do not constitute a waiver of or operate to defeat any immunities, limitations, or defenses available against that third party under any statute or common law. The Council hereby waives any and all immunities or limits to liability under statute or common law with respect to its obligations under this Agreement to HCRRA and the County. Neither HCRRA nor the County waives any immunities or liability limitations conferred on it by any applicable state or federal law, including the immunities and liability limitations conferred on the Council and HCRRA by the Municipal Tort Claims Act (Minnesota Statutes Chapter 466) and other laws.
9. **Property.** The proceeds of disposition by the Council of any property acquired in connection with this Agreement shall be distributed in accordance with the Parties' written agreement at the time of the acquisition, subject to any applicable Federal Transit Administration ("FTA") guidelines or regulations or other applicable funder grant agreements. The disposition by the Council of any HCRRA property conveyed to the Council pursuant to the Property Transfer Agreement is governed by the Property Transfer Agreement and any applicable funder grant agreement.
10. **Not a Partnership.** Nothing in this Agreement is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the Parties.
11. **Procurement, Recordkeeping and Accounting.** Contracts and purchases made under this Agreement will conform to procurement and other requirements applicable to contracts and purchases of the Party letting the contract or making the purchase. The Council and HCRRA will account for all funds paid, expended, or received under this Agreement.
12. **Audits.** The accounts and records of HCRRA and the Council relating to the receipt and expenditure of funds under this Agreement will be audited in the same manner as all other accounts and records of HCRRA and the Council are audited and may be audited or inspected on the Parties' respective premises or otherwise by individuals or organizations designated and authorized by HCRRA or the Council at any time, following reasonable notification to the audited Party, for a period of six (6) years following the expiration or termination of this

Agreement. The books, records, documents and accounting procedures and practices of HCRRA and the Council that are relevant to this Agreement are subject to examination by the Council and HCRRA, and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

- 13. Term and Termination of Agreement.** This Agreement is effective when both Parties' authorized representatives have executed this Agreement. In recognition that HCRRA's acceptance of the Common Carrier Obligation does not terminate unless rail service is abandoned pursuant to appropriate federal proceedings, the Parties acknowledge and agree that the obligations of the Council herein remain in full service and effect for as long as HCRRA holds any obligations in the Corridors, including but not limited to the Common Carrier Obligation, whether or not the SWLRT Project is constructed or completed or the operations of the Green Line Extension are commenced, suspended or terminated. In the event of such STB-approved abandonment, the Parties will execute appropriate documents terminating this Agreement except to the extent that there are outstanding or contingent obligations or liabilities which shall survive. Otherwise, this Agreement may be terminated or rescinded only by mutual agreement of the Council and HCRRA.
- 14. Third Party Beneficiary.** The Parties agree that the County shall have no obligations of any kind as a result of this Agreement, and that the County is a third party beneficiary of rights under this Agreement pursuant to this Section and Sections 1, 3, 4, 5, 6, 7, 8, 9, 13, and 17, or any other Section whose context fairly is meant or alleged to apply to the County.
- 15. Data Practices.** HCRRA and the Council will comply with the provisions of the Minnesota Government Data Practices Act that govern data collected, created, stored, maintained, or disseminated under this Agreement.
- 16. Entire Agreement; Amendments.** The entire Agreement between the Parties regarding the subject matters contained herein is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The terms of this Agreement may be changed or modified only upon execution of written amendments signed by the representatives of the Council and HCRRA as authorized by their respective governing bodies.
- 17. Successors and Assigns; Subcontractors.**
 - (a)** Each Party binds itself, its successors, and assigns to the other Party for all representations, warranties, covenants, agreements, and obligations herein. The Council will timely record this Agreement as part of the Property Transfer Agreement and as a burden against the HCRRA property transferred therein and will timely record this Agreement as a burden against the properties in the Bass Lake Spur Corridor that the Council is acquiring from CP and HCRRA, such that this Agreement will run with the respective land.

(b) Neither Party may assign, transfer, or pledge this Agreement or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the other Party. Permission to assign, however, shall under no circumstances relieve the assigning Party of its liabilities and obligations under the Agreement.

(c) The Council shall not subcontract this Agreement or the services to be performed, whether in whole or in part, without the prior written consent of HCRRA. Permission to subcontract, however, shall under no circumstances relieve the Council of its liabilities and obligations under the Agreement. Further, the Council shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between the Council and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement.

18. Waivers of Breach or Non-Performance. A Party's failure to insist upon strict performance of any provision or failure to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement or a waiver of any other term or terms of the Agreement.

19. Authorized Representatives; Notices. Jim Alexander, Project Director, SWLRT Project Office, (or such other person as designated in writing by the Council) is the Council's authorized representative for the purposes of administering this Agreement during SWLRT Project construction and pre-revenue Green Line Extension service. The General Manager, Metro Transit, (or such other person as designated in writing by the Council) is the Council's authorized representative for the purposes of administering this Agreement when the Green Line Extension commences revenue service. The Executive Director, Hennepin County Regional Railroad Authority, (or such other person as designated in writing by HCRRA) is HCRRA's authorized representative for the purposes of administering this Agreement. Authorized representatives are not authorized to execute amendments to the Agreement. Notices regarding this Agreement must be sent to the Parties as follows:

To the Council:

Metropolitan Council
Attn: Regional Administrator
390 Robert Street North
Saint Paul, Minnesota 55101

To HCRRA:

Hennepin County Regional Railroad Authority
Attn: Executive Director
A2300 Hennepin County Government Center
300 South 6th Street
Minneapolis, Minnesota 55487

20. Exhibits. The following exhibits are attached to, incorporated into, and made a part of this Agreement:

Exhibit A – Limits of the Corridors
Exhibit B – Property Transfer Agreement

21. The Council's obligations under Sections 5, 6, and 7 arise only: (1) as to the Kenilworth Corridor, upon the execution of the Property Transfer Agreement, and (2) as to the Bass Lake Spur Corridor, upon HCRRA's acquisition of the Bass Lake Spur Rail Freight Easement and HCRRA's execution of the Partial Assignment Agreement.

IN WITNESS WHEREOF, the Council and HCRRA have caused this Agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By _____
Weston Kooistra, Regional Administrator

Date _____

**HENNEPIN COUNTY
REGIONAL RAILROAD AUTHORITY
STATE OF MINNESOTA**

By: _____
Peter McLaughlin, Chair

Date: _____

ATTEST: _____
Deputy/Clerk of HCRRA Board

Date: _____

By: _____
Executive Director

Date: _____

By: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

Assistant County Attorney

Date: _____

HENNEPIN COUNTY acknowledges its rights as a third-party beneficiary as provided in Section 14.

By: _____

Date: _____

EXHIBIT A

Limits of the Corridors

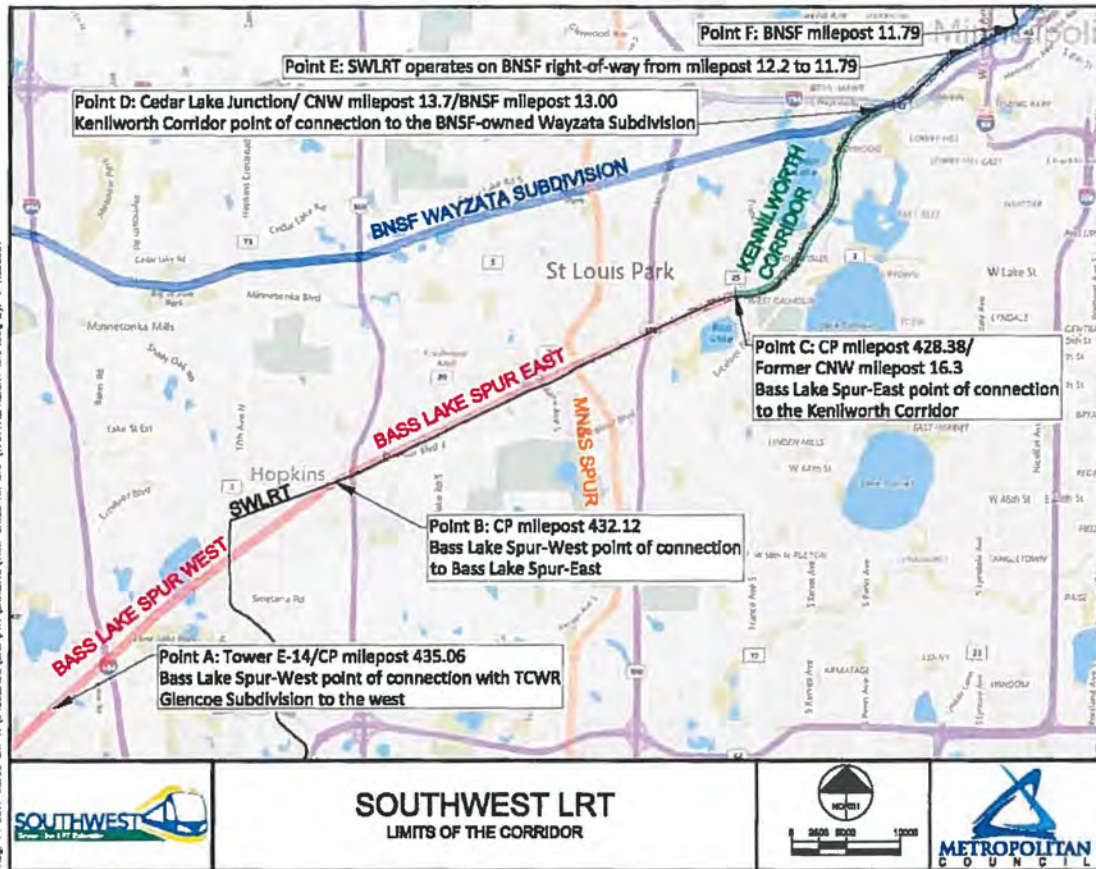


EXHIBIT B

Property Transfer Agreement (for ease of duplication and recording, any exhibits thereto are not reproduced again here but are incorporated by reference)

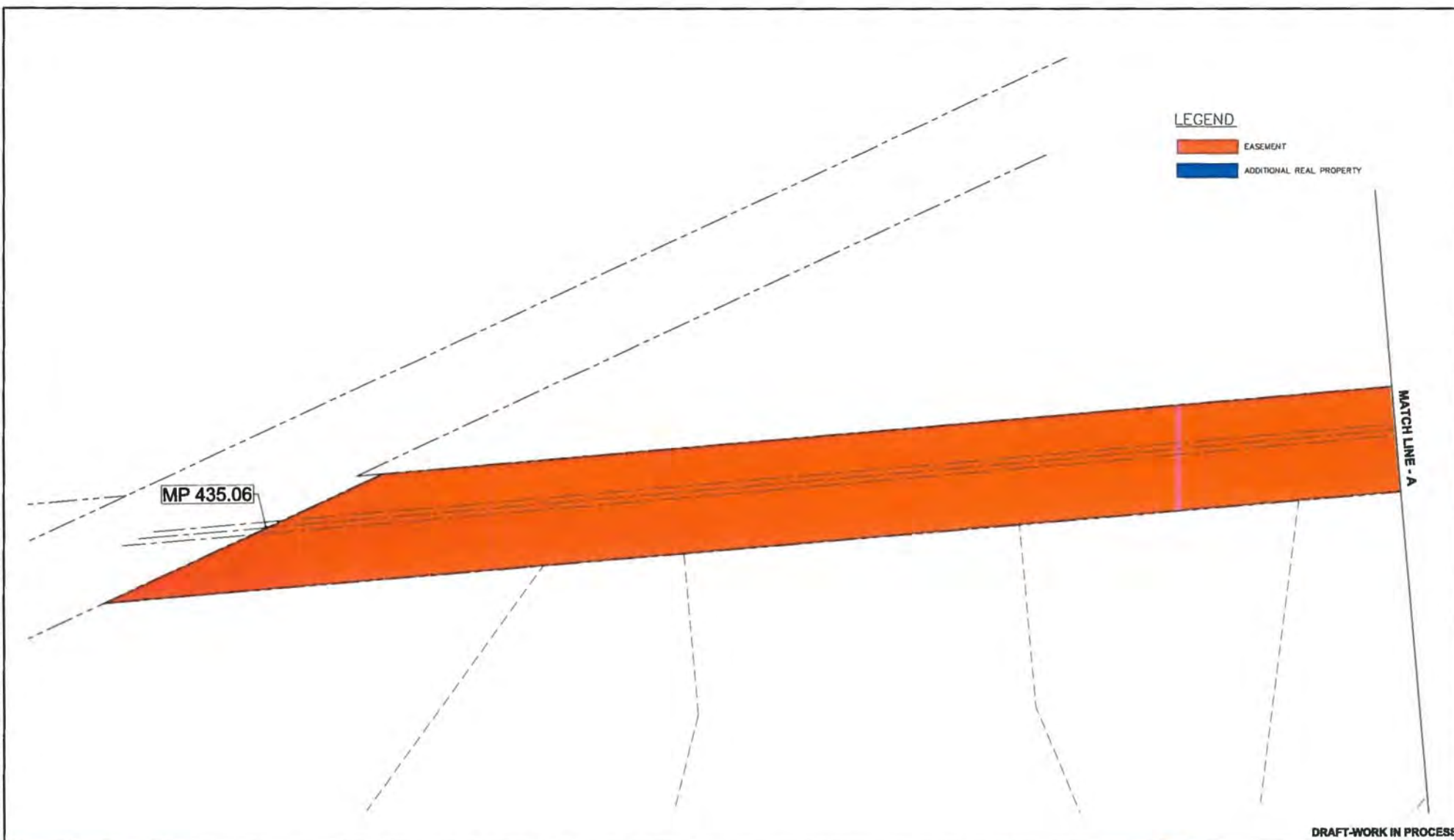
FINAL COPY WILL BE SUBSTITUTED UPON ITS EXECUTION

EXHIBIT E

PERMANENT DESCRIPTION

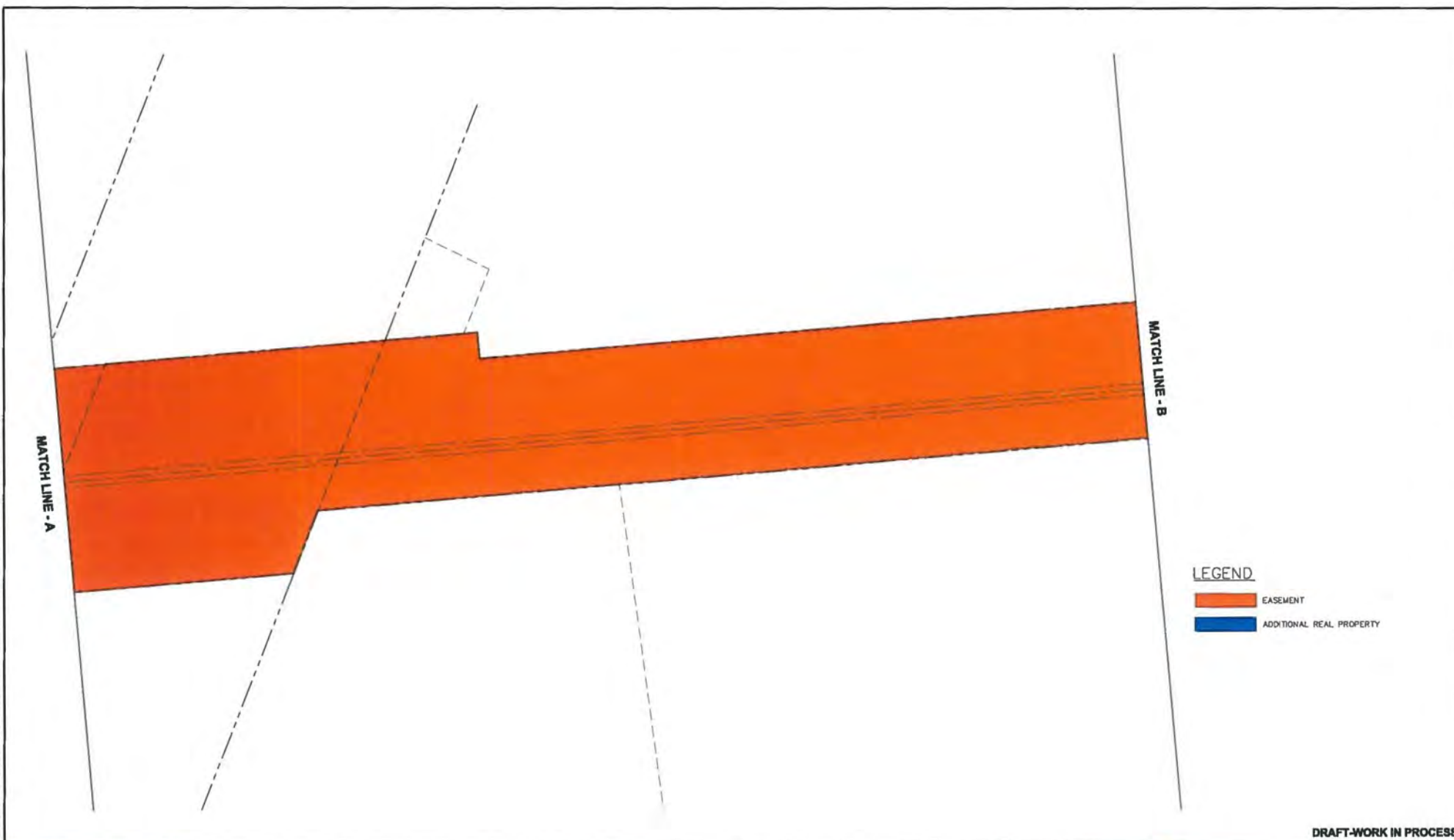
Depicting (1) the Bass Lake Spur Trackage shifts, in part, onto other property acquired by the Council for the project; (2) the Skunk Hollow Connection will be severed during construction and the Council intends to construct a new connection track from the Bass Lake Spur to CP's MN&S Spur main line, as shown in approximation on Exhibit B-2; and (3) the "as-built" dimensions of the LRT and Bass Lake Spur Trackage will necessitate a new legal description.

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DRAFT-WORK IN PROCESS

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LEGEND

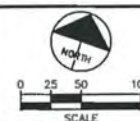
- EASEMENT
- ADDITIONAL REAL PROPERTY

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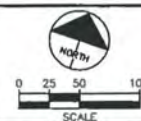


SOUTHWEST LIGHT RAIL
BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 02 OF 29

Rev 0
02/28/2018



Rev 0
02/28/2018



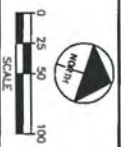
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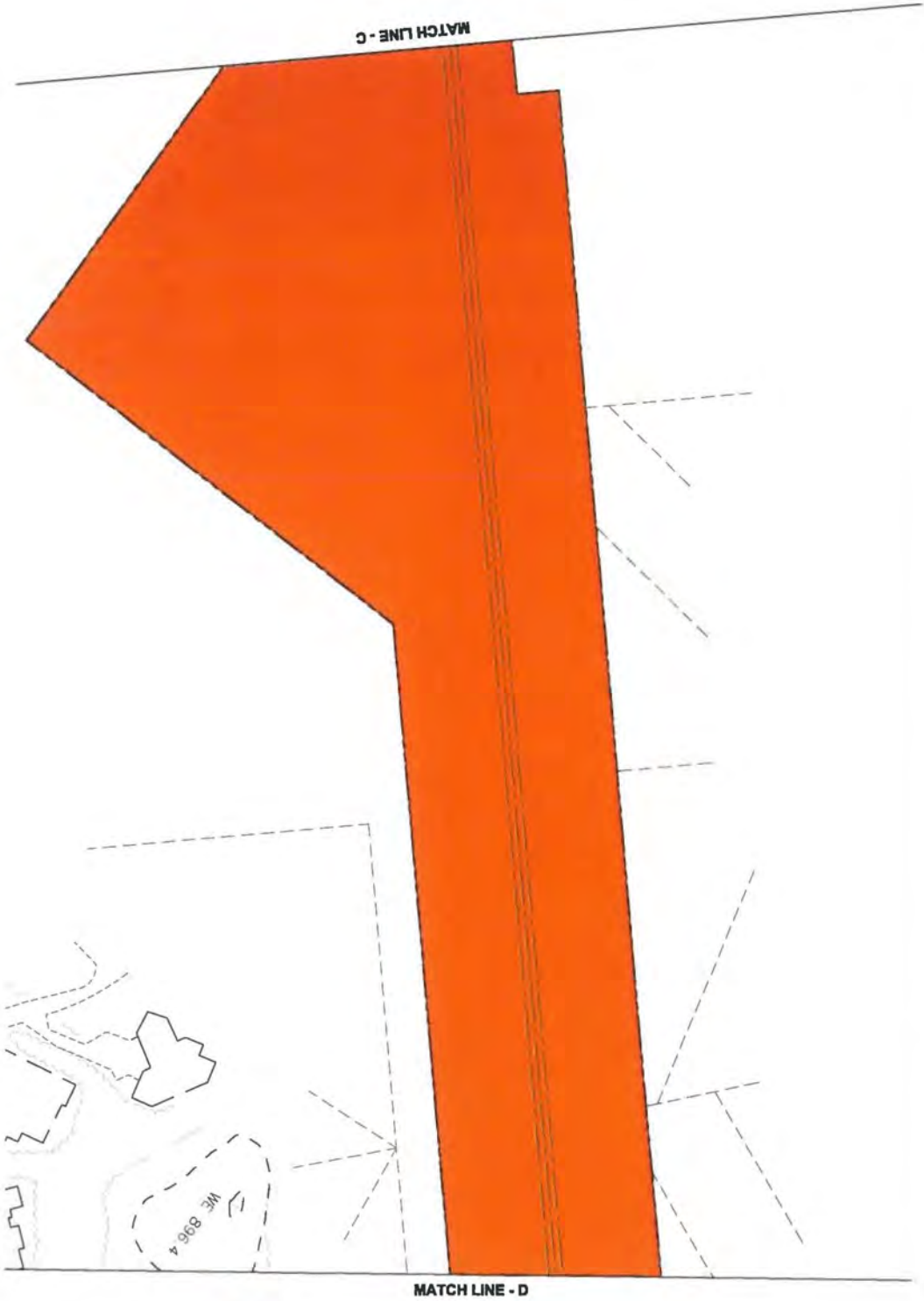
SOUTHWEST LIGHT RAIL

BUS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 04 OF 29

Rev 0
02/28/2018



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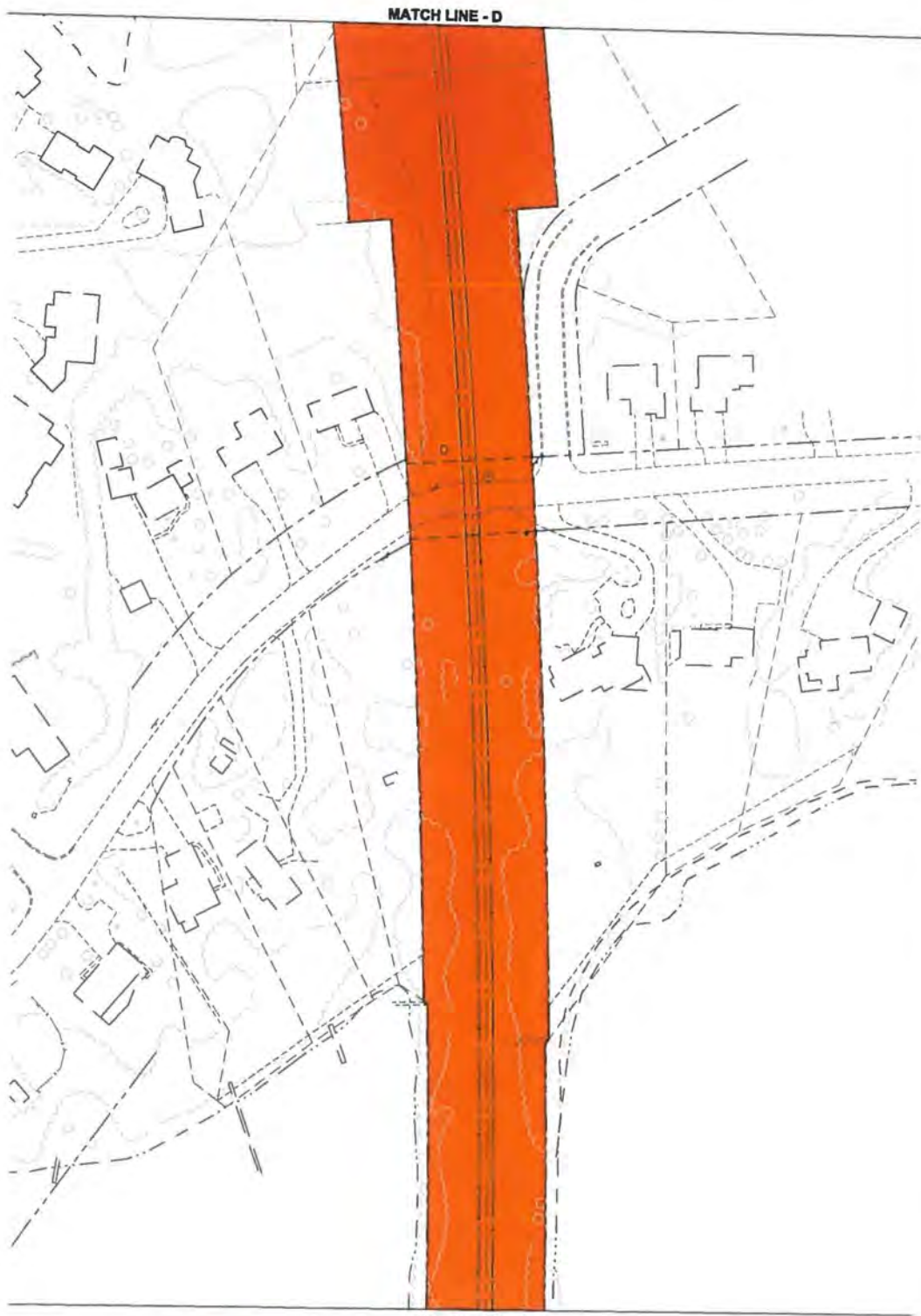


SOUTHWEST LIGHT RAIL
BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 05 OF 29

Rev 0
02/28/2018



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LEGEND

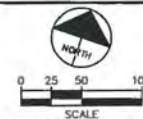
- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 06 OF 29

Rev 0
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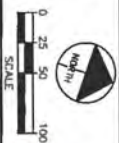


AECOM
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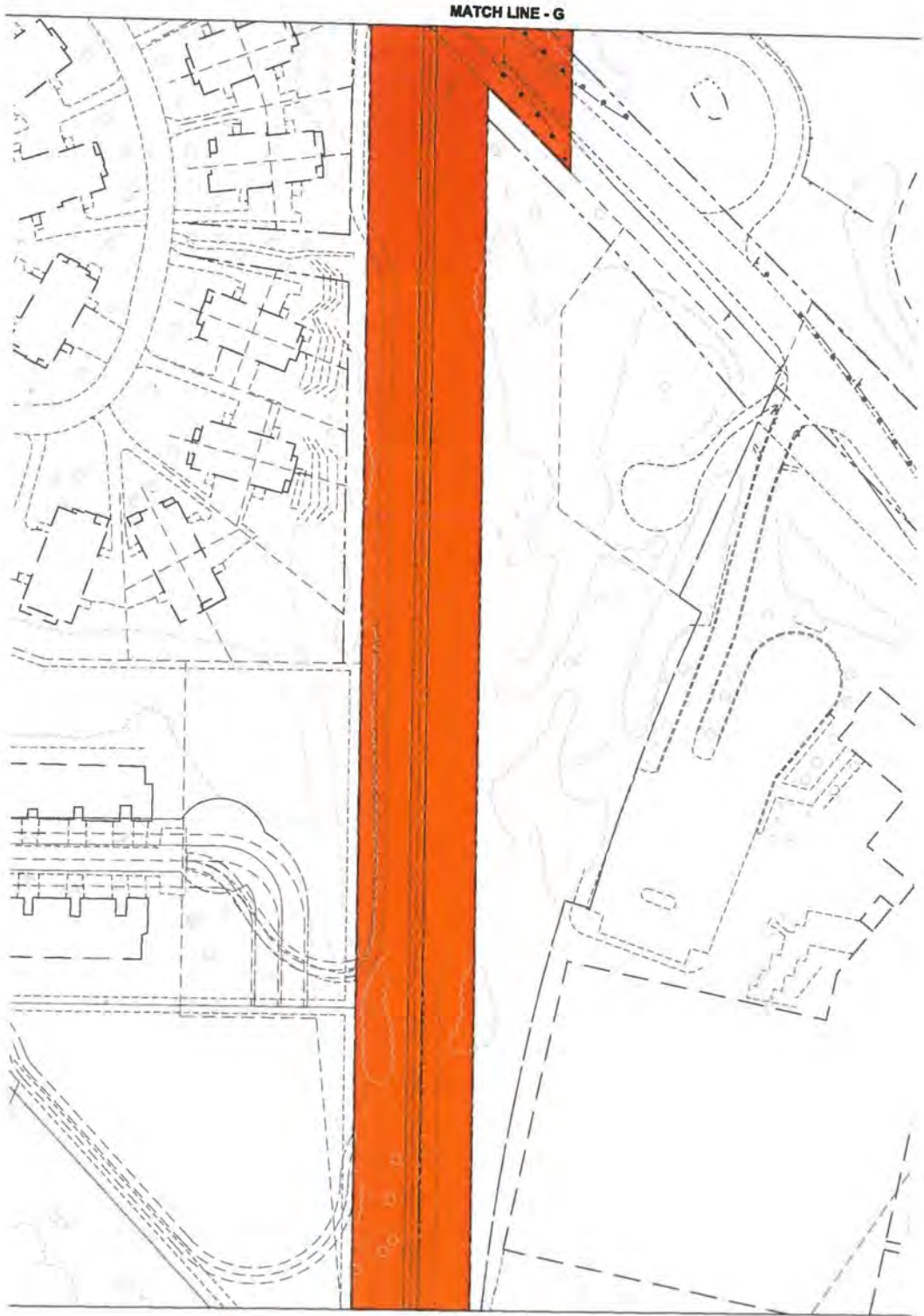


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EXHIBIT E
SHEET 07 OF 29

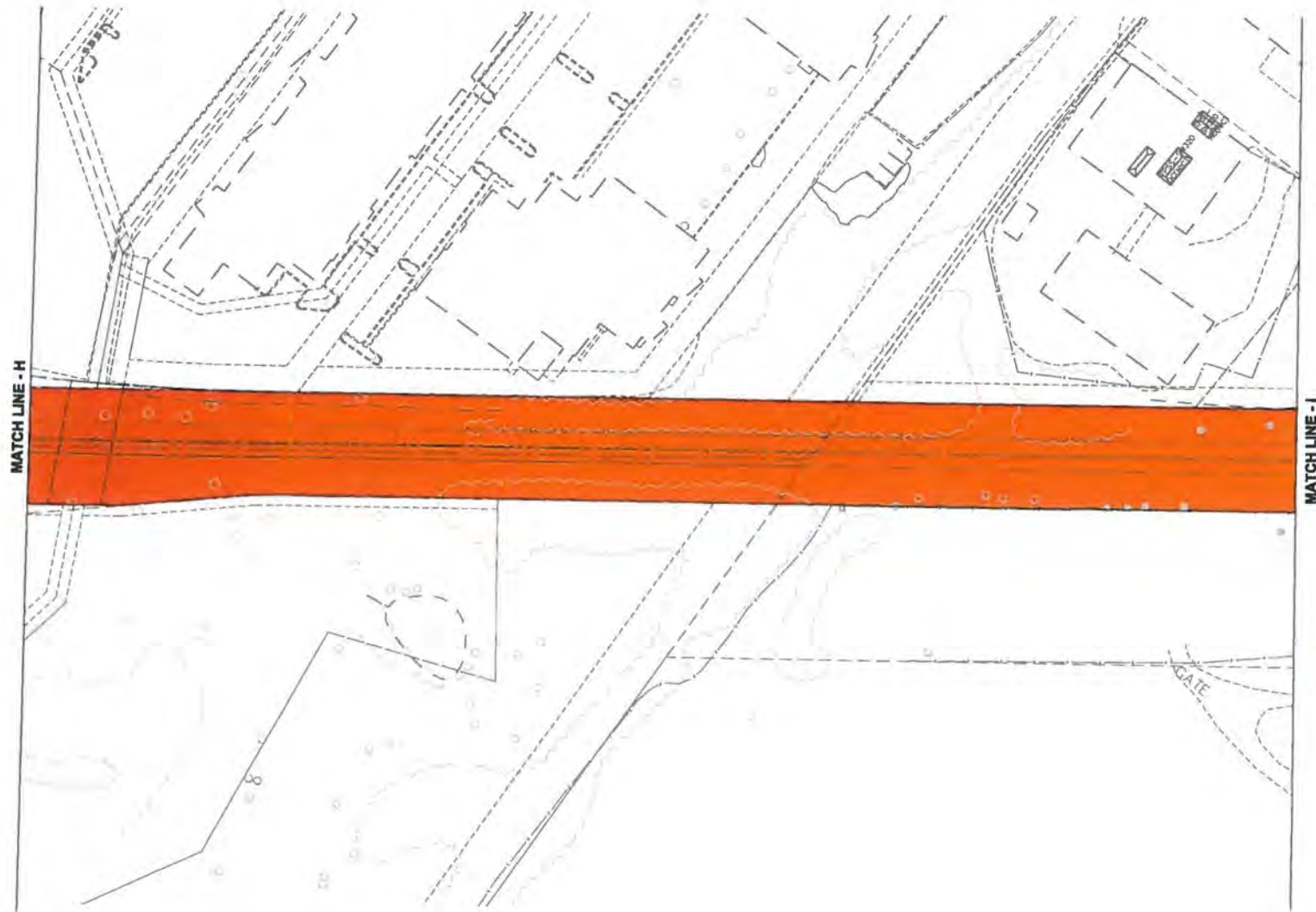
Rev 0
02/28/2018



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LEGEND

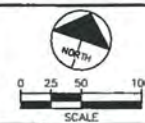
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SHEET 08 OF 29

Rev 0
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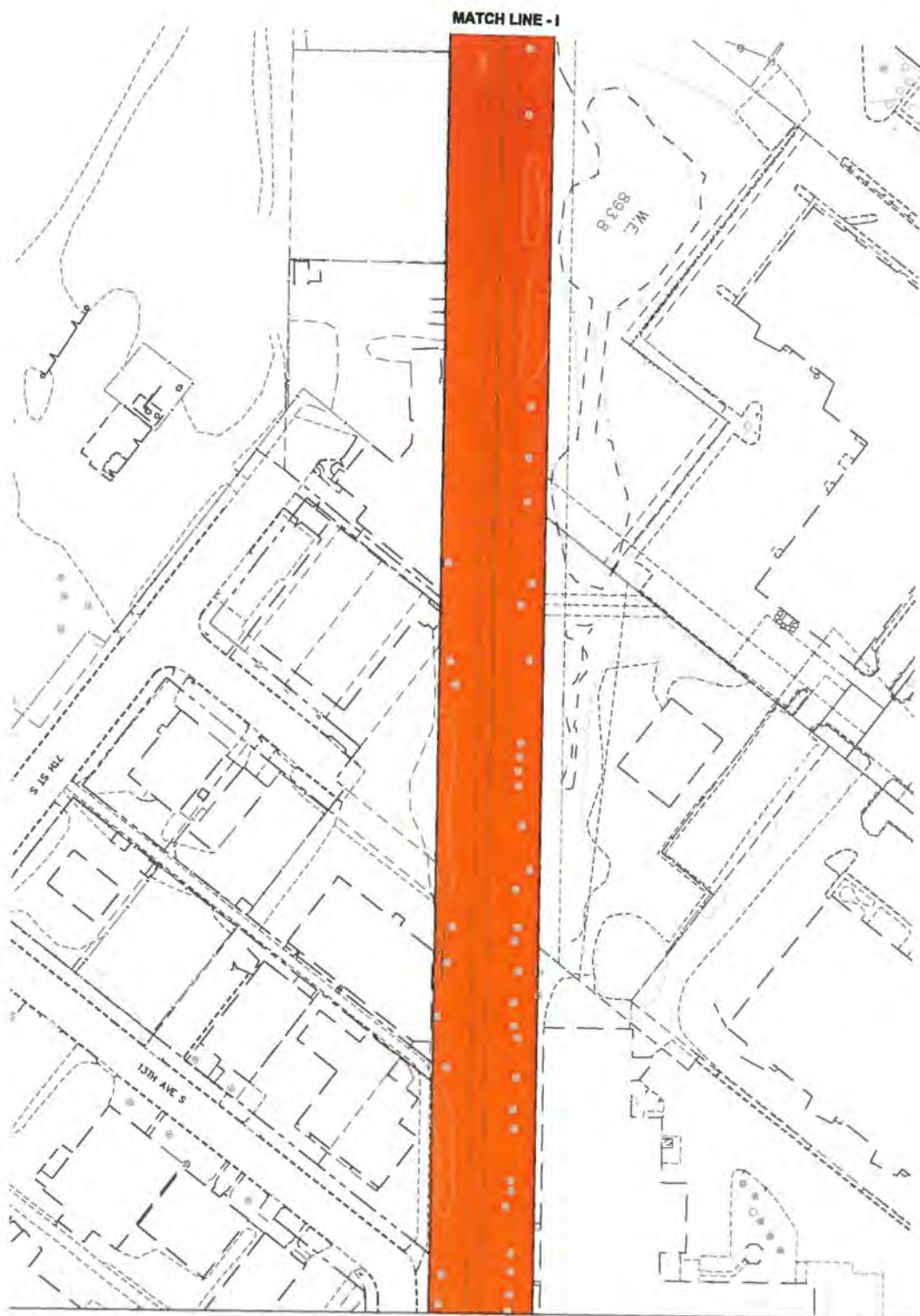
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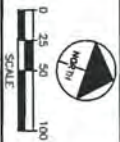


LEGEND
EASEMENT
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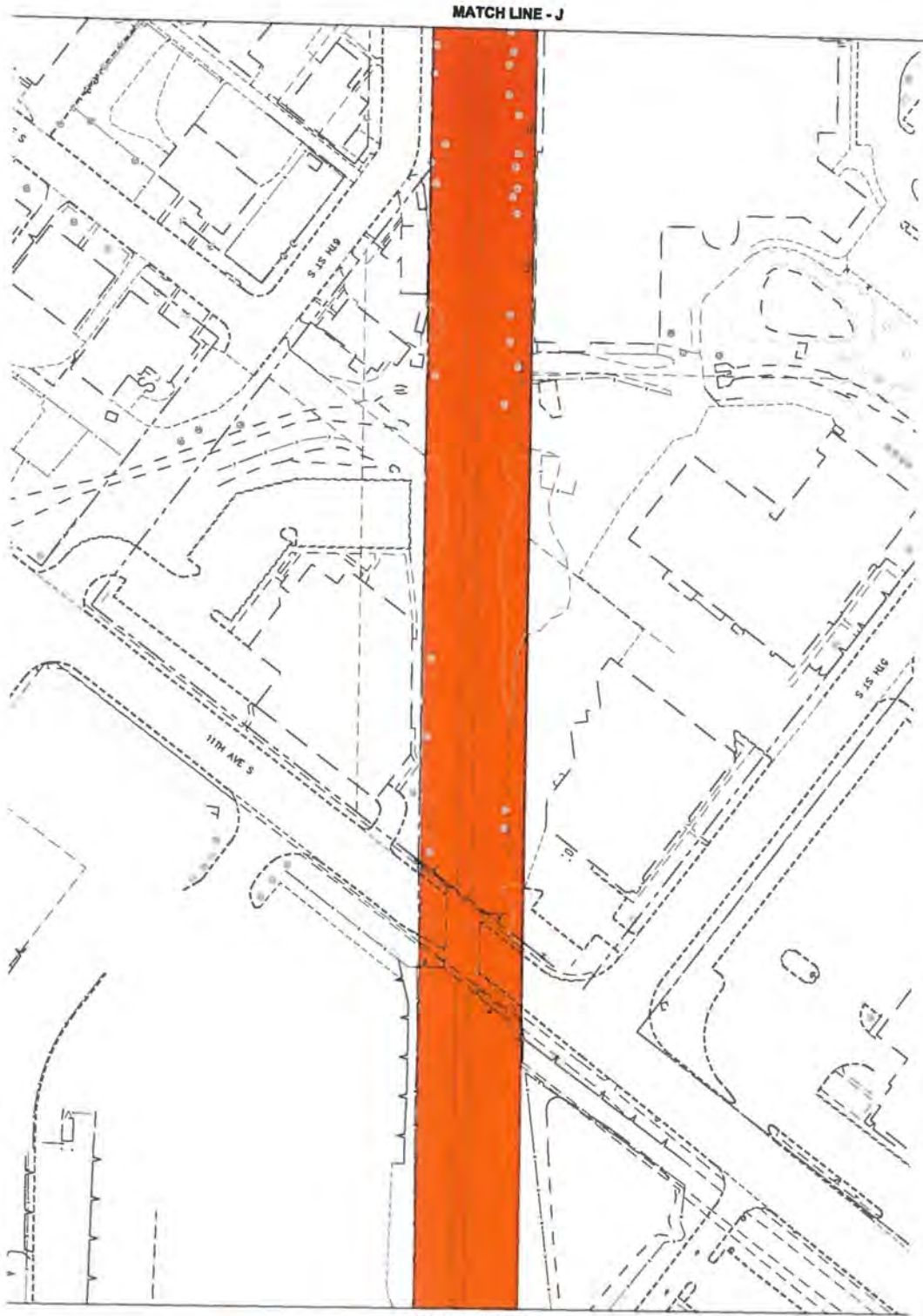
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LEGEND
EASMENT
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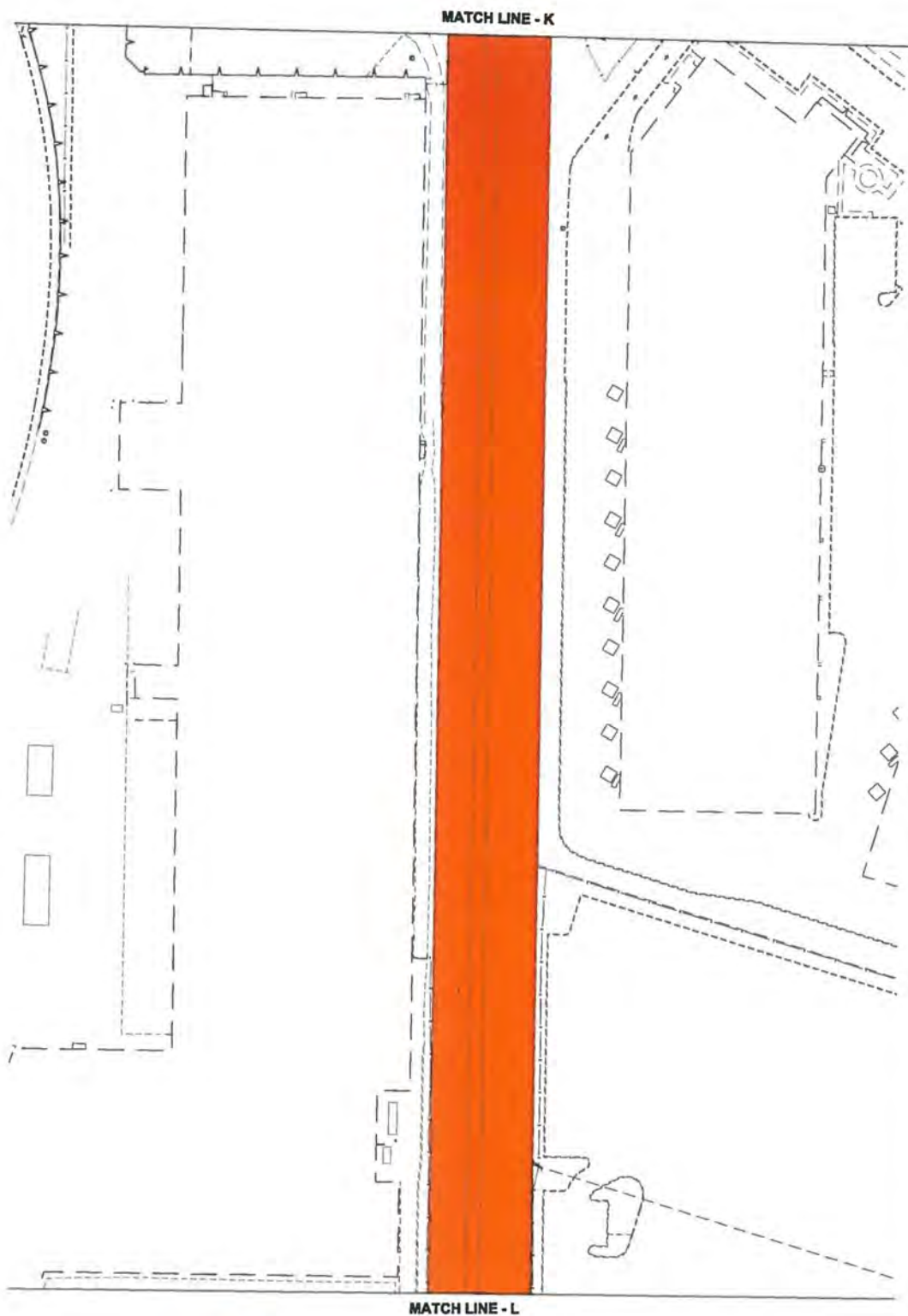


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EXHIBIT E
SHEET 11 OF 29

Rev 0
02/28/2018



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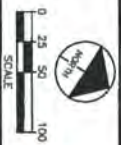
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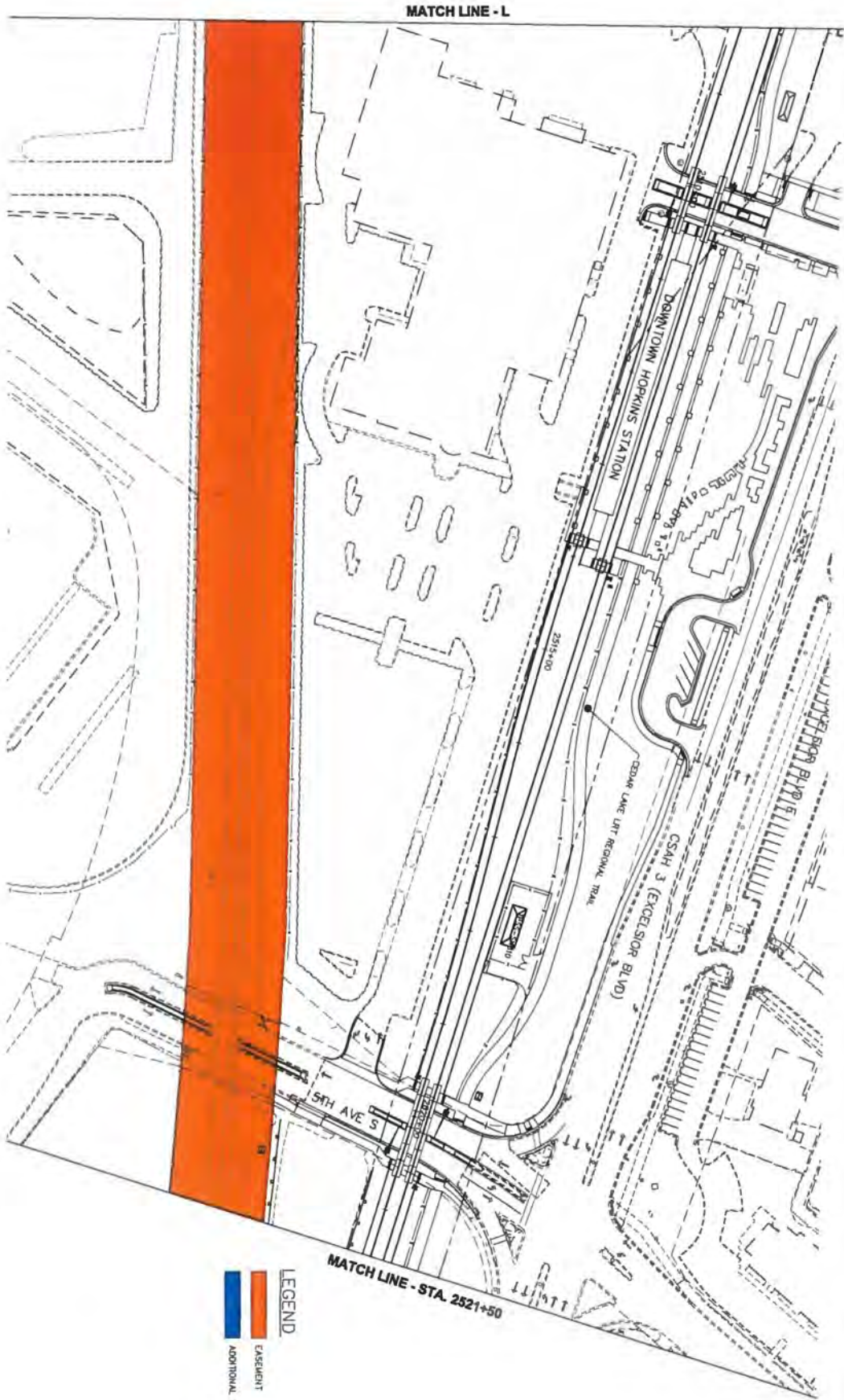
EXHIBIT E

SHEET 12 OF 29

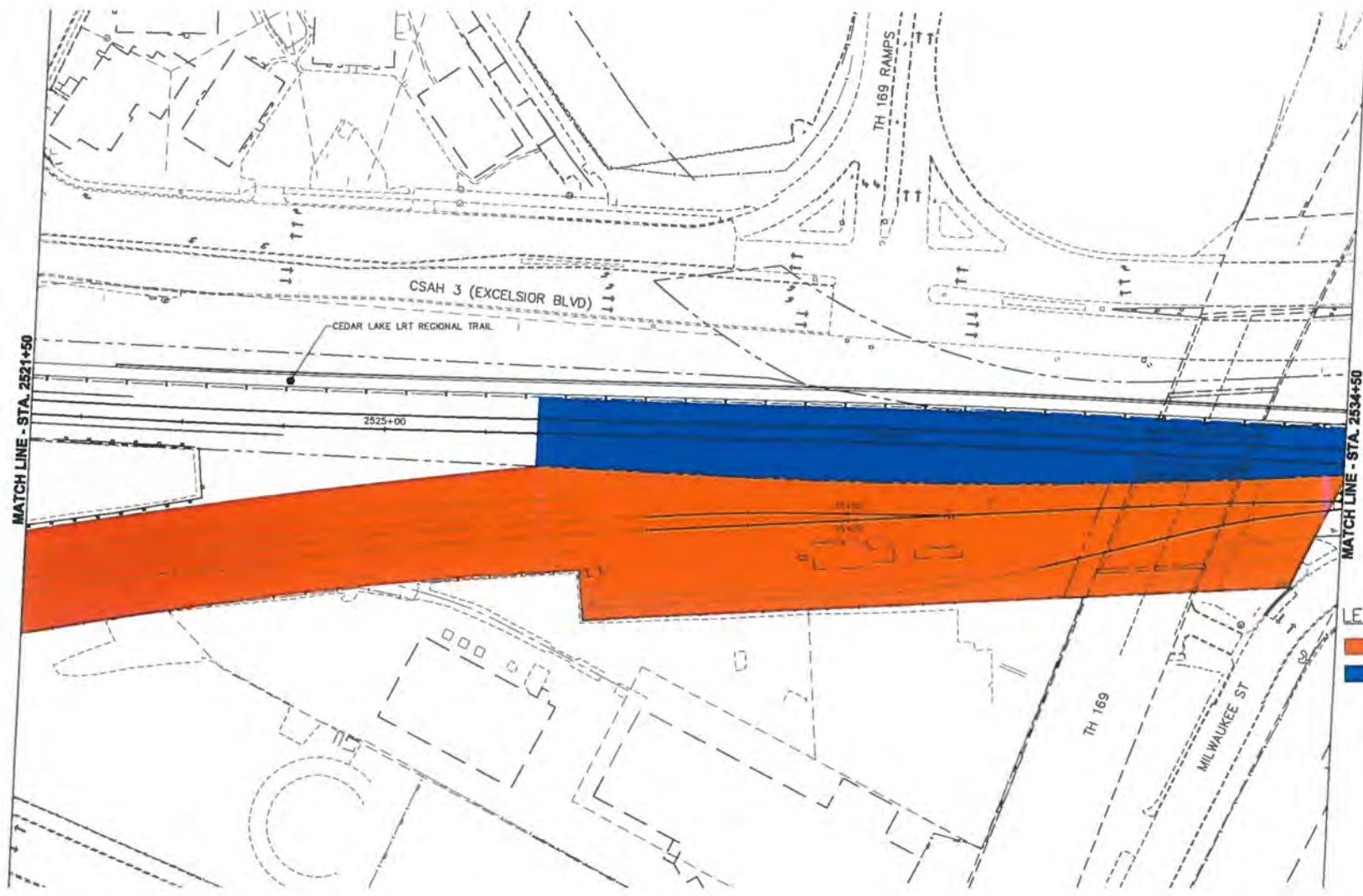
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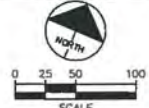
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LEGEND

	EASEMENT
	ADDITIONAL REAL PROPERTY

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	SOUTHWEST LIGHT RAIL BLS PERMANENT DESCRIPTION EXHIBIT E SHEET 13 OF 29	Rev 0 02/28/2018	 0 25 50 100 SCALE		
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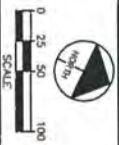
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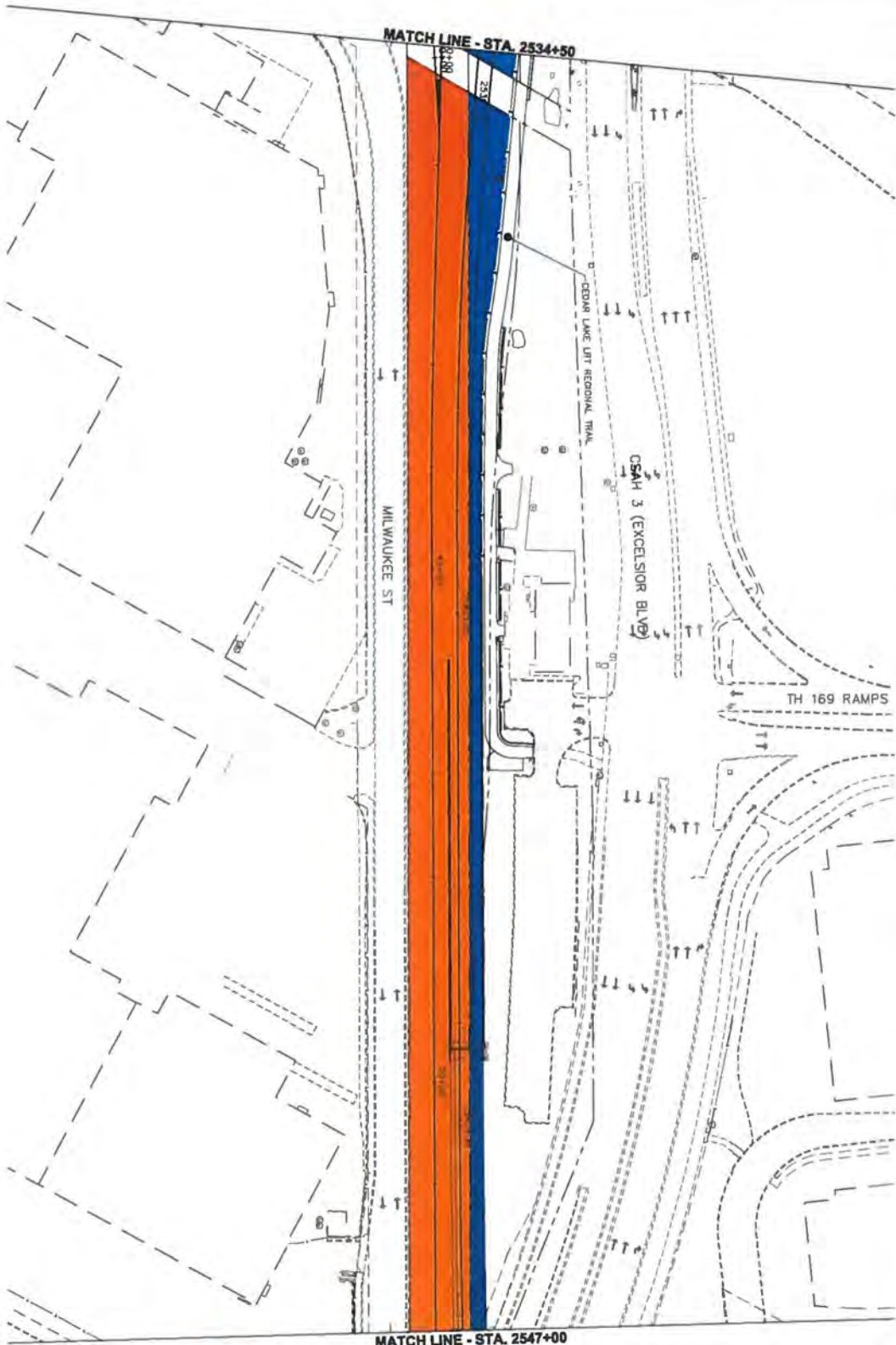
EXHIBIT E

SHEET 14 OF 29

Rev 0
02/28/2018



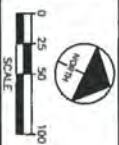
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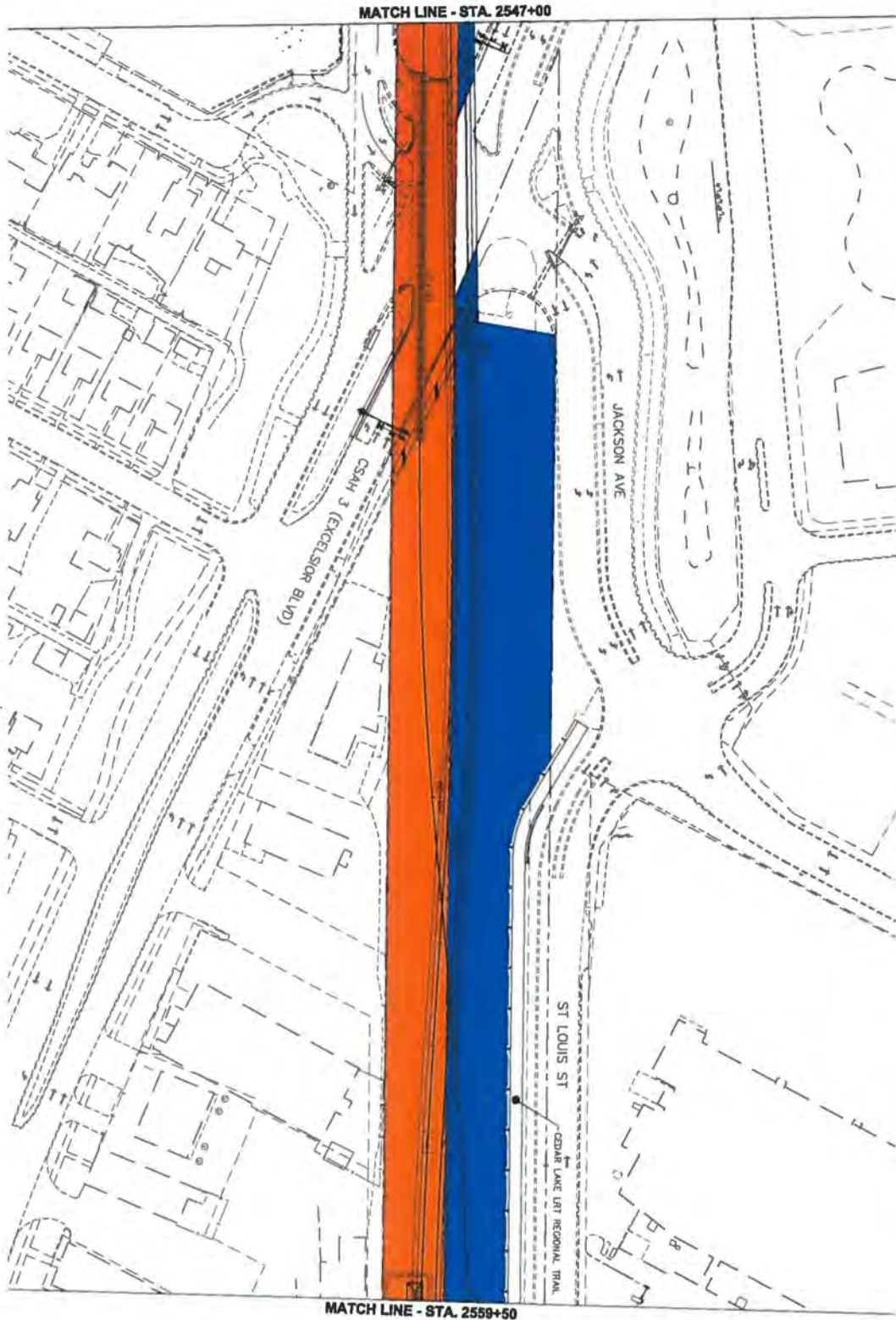


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EXHIBIT E
SHEET 15 OF 29

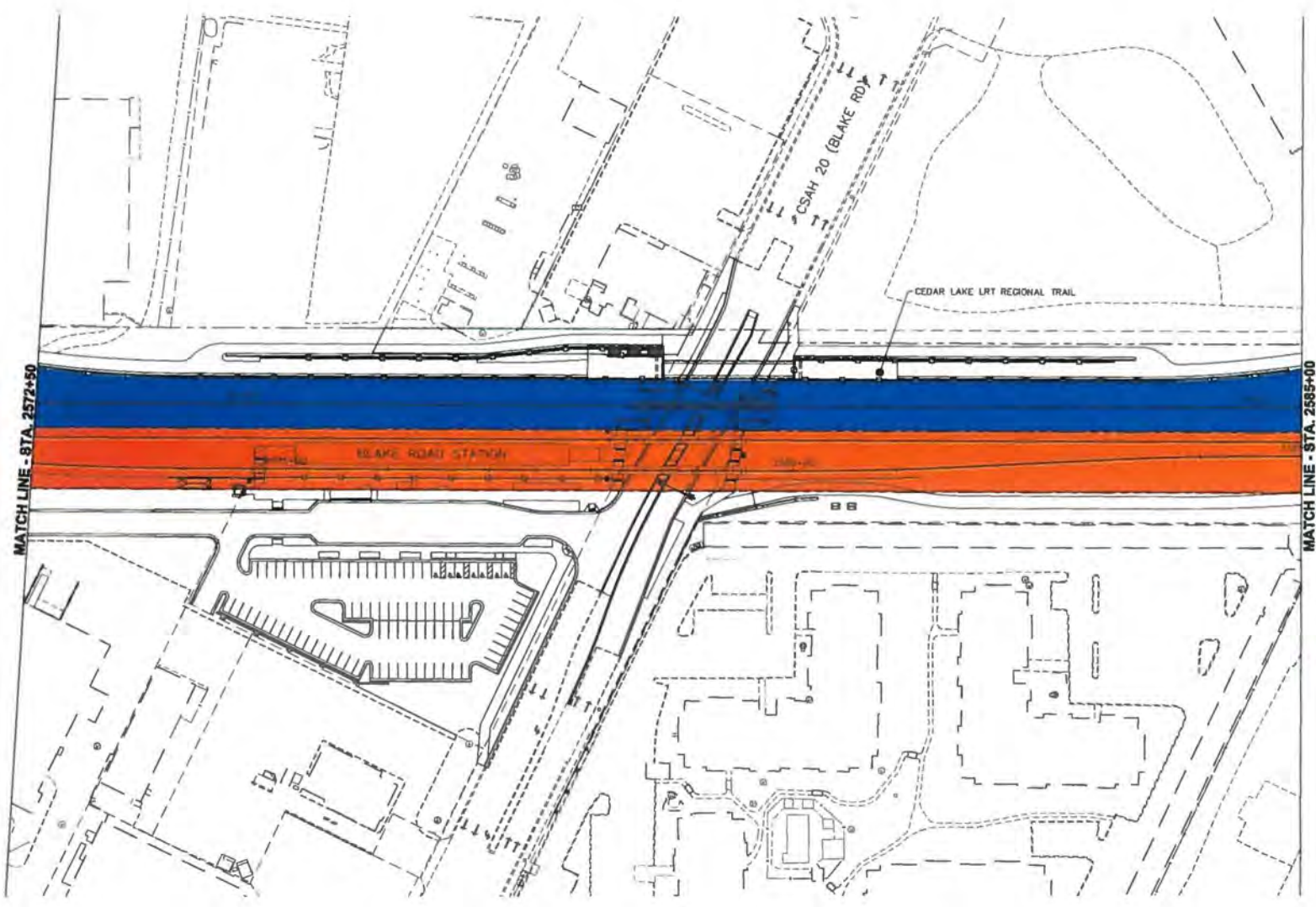
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LEGEND

	EASEMENT
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 SOUTHWEST Light Rail	SOUTHWEST LIGHT RAIL BLS PERMANENT DESCRIPTION EXHIBIT E SHEET 17 OF 29	Rev 0 02/28/2018	 0 25 50 100 SCALE	 METROPOLITAN COUNCIL	AECOM Kimley»Horn
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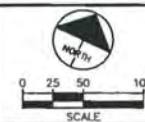
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SOUTHWEST LIGHT RAIL
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EXHIBIT E
SHEET 18 OF 29

Rev 0
02/28/2018

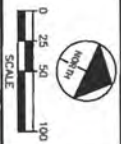


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SOUTHWEST LIGHT RAIL
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EXHIBIT E
SHEET 19 OF 29

Rev 0
02/28/2018



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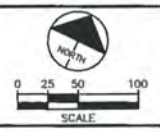
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- EASEMENT
 - ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
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EXHIBIT E
SHEET 20 OF 29

Rev 0
02/28/2018



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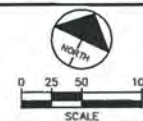
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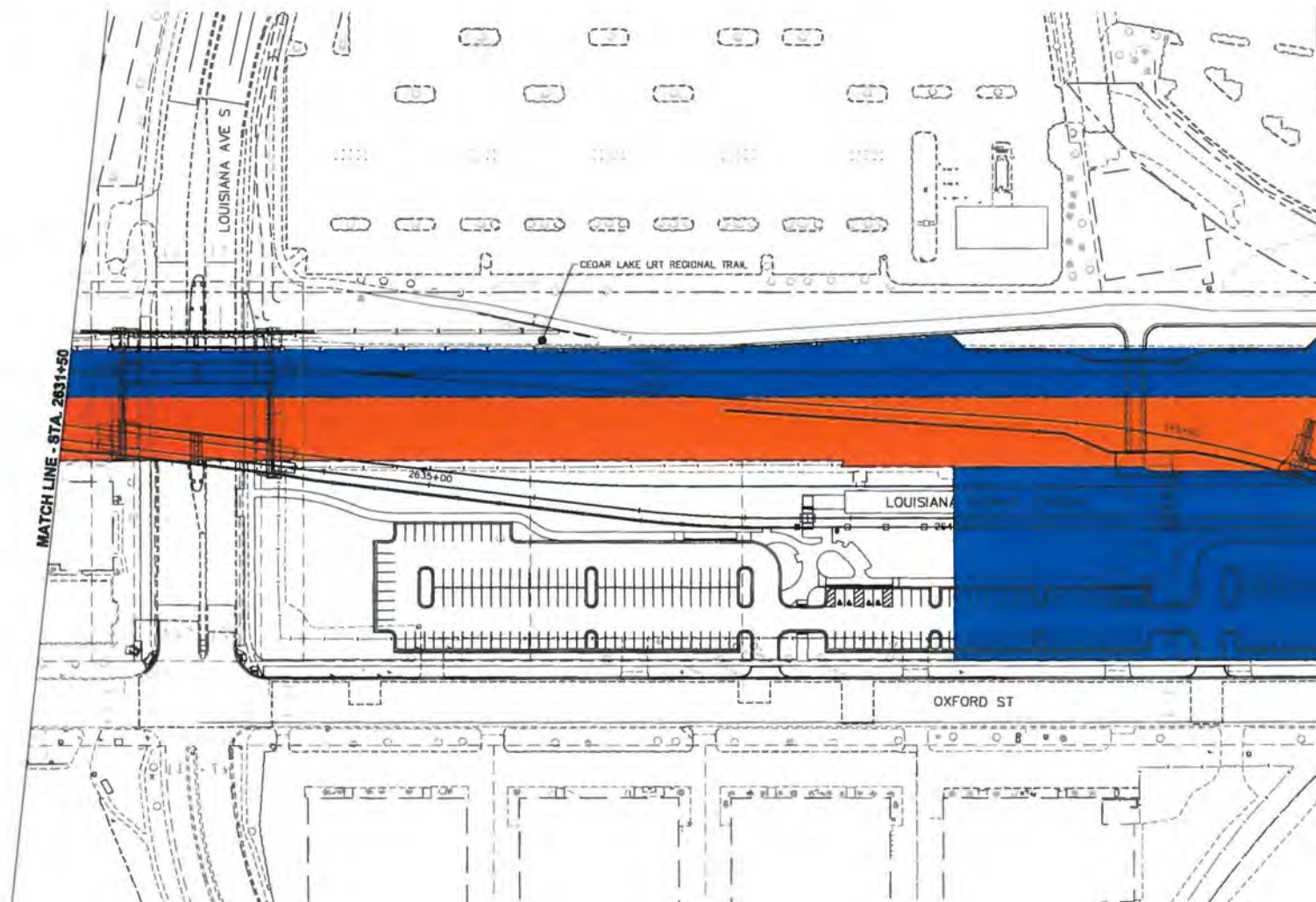


SOUTHWEST LIGHT RAIL
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EXHIBIT E
SHEET 21 OF 29

Rev 0
02/28/2018



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LEGEND

EASEMENT

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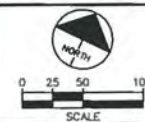
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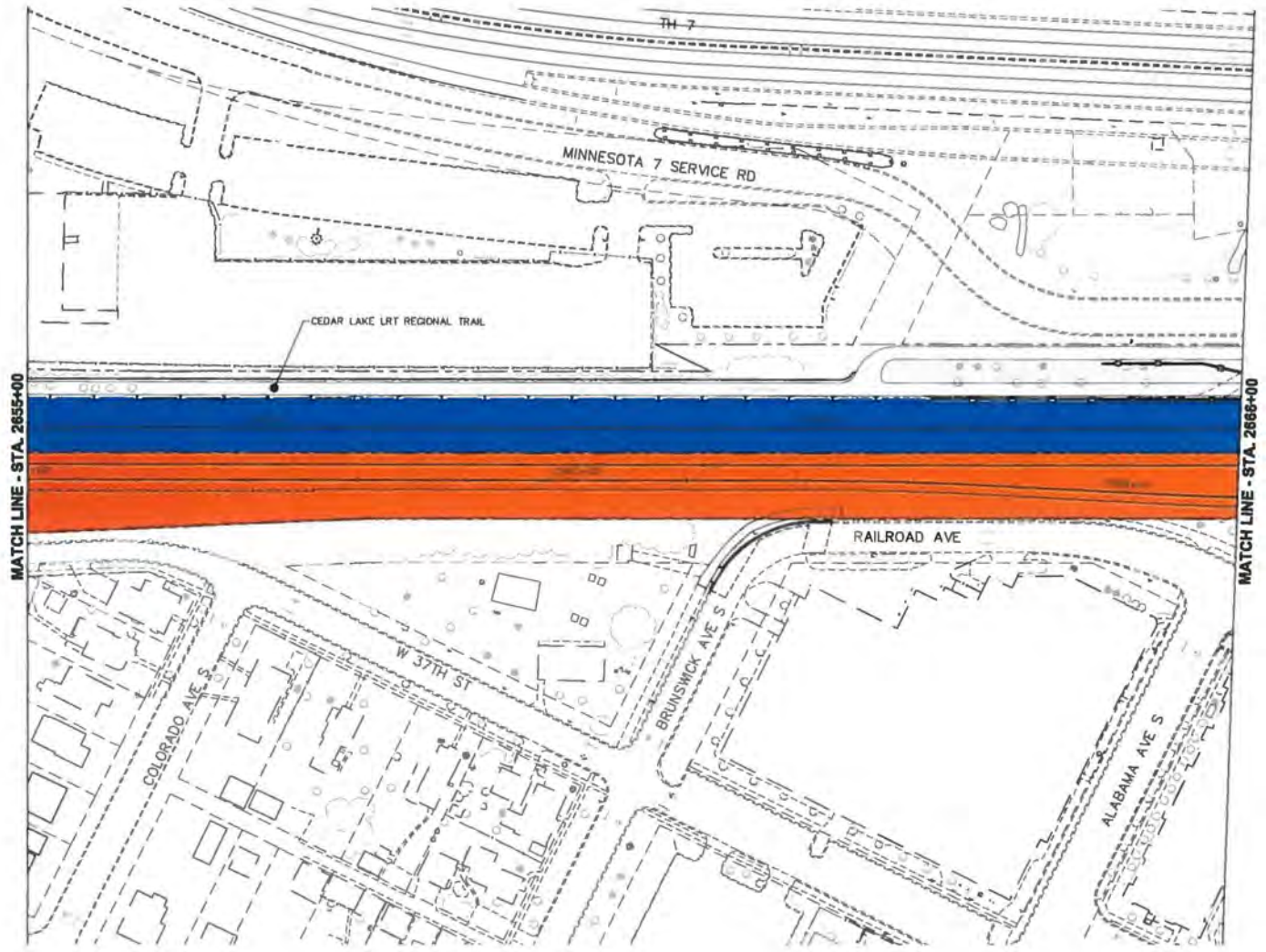


SOUTHWEST LIGHT RAIL
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EXHIBIT E
SHEET 23 OF 29

Rev 0
02/28/2018



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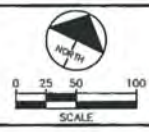
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- EASEMENT
 - ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



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EXHIBIT E
SHEET 24 OF 29

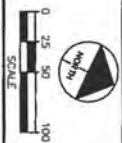
Rev 0
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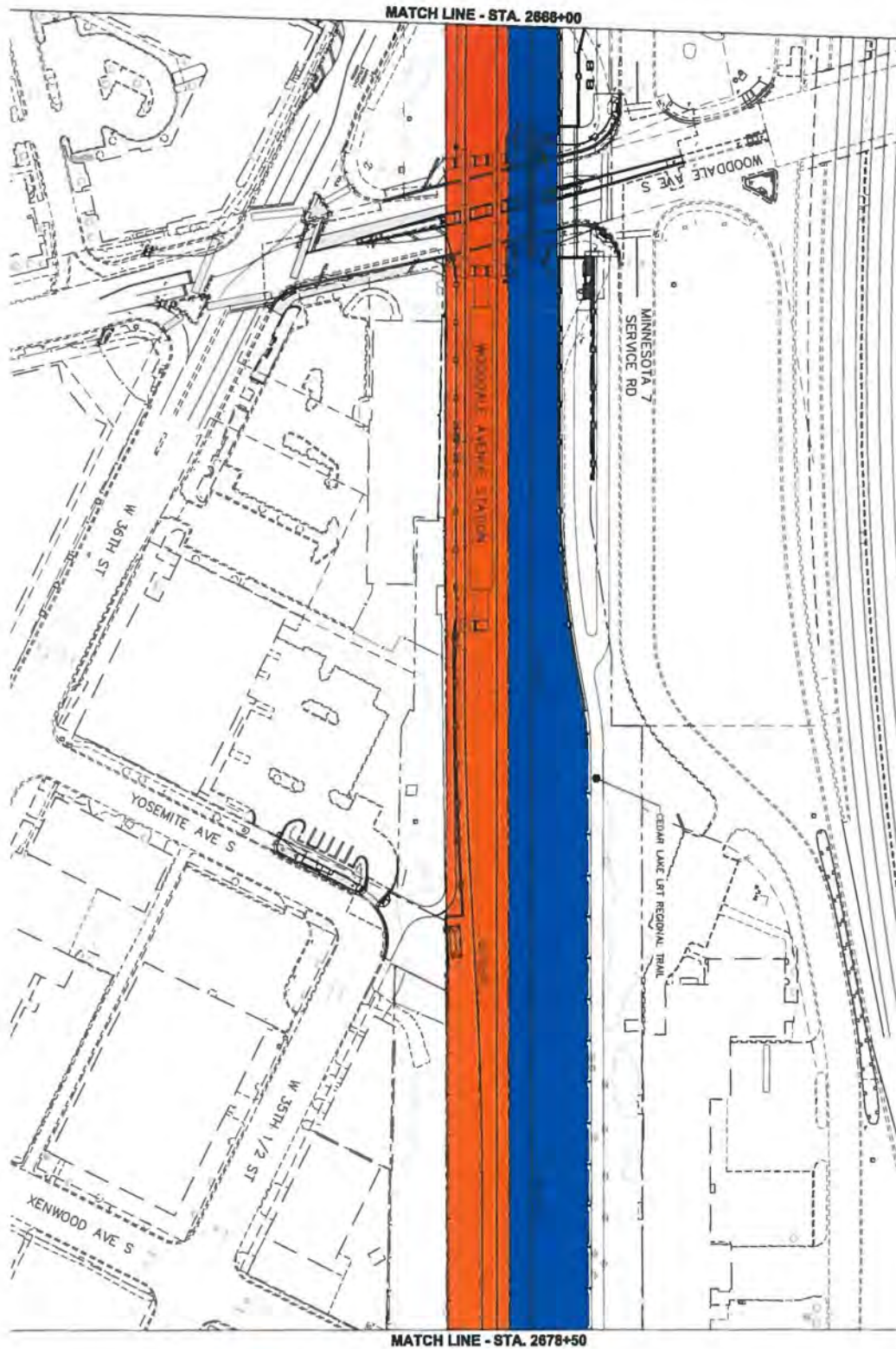
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EXHIBIT E
SHEET 25 OF 29

Rev 0
02/28/2018



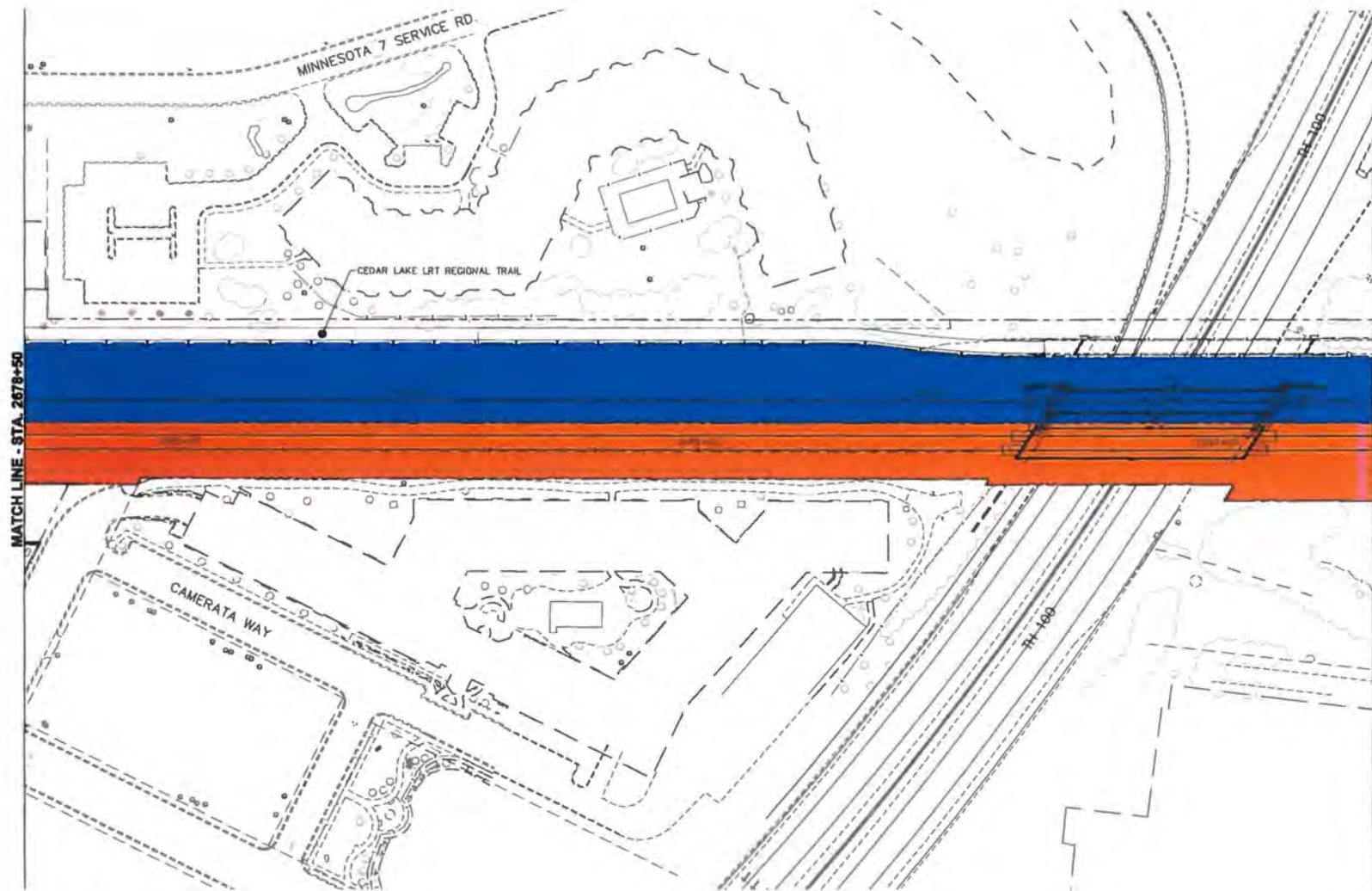
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LEGEND
 EASEMENT
 ADDITIONAL REAL PROPERTY

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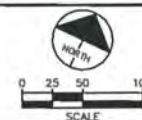
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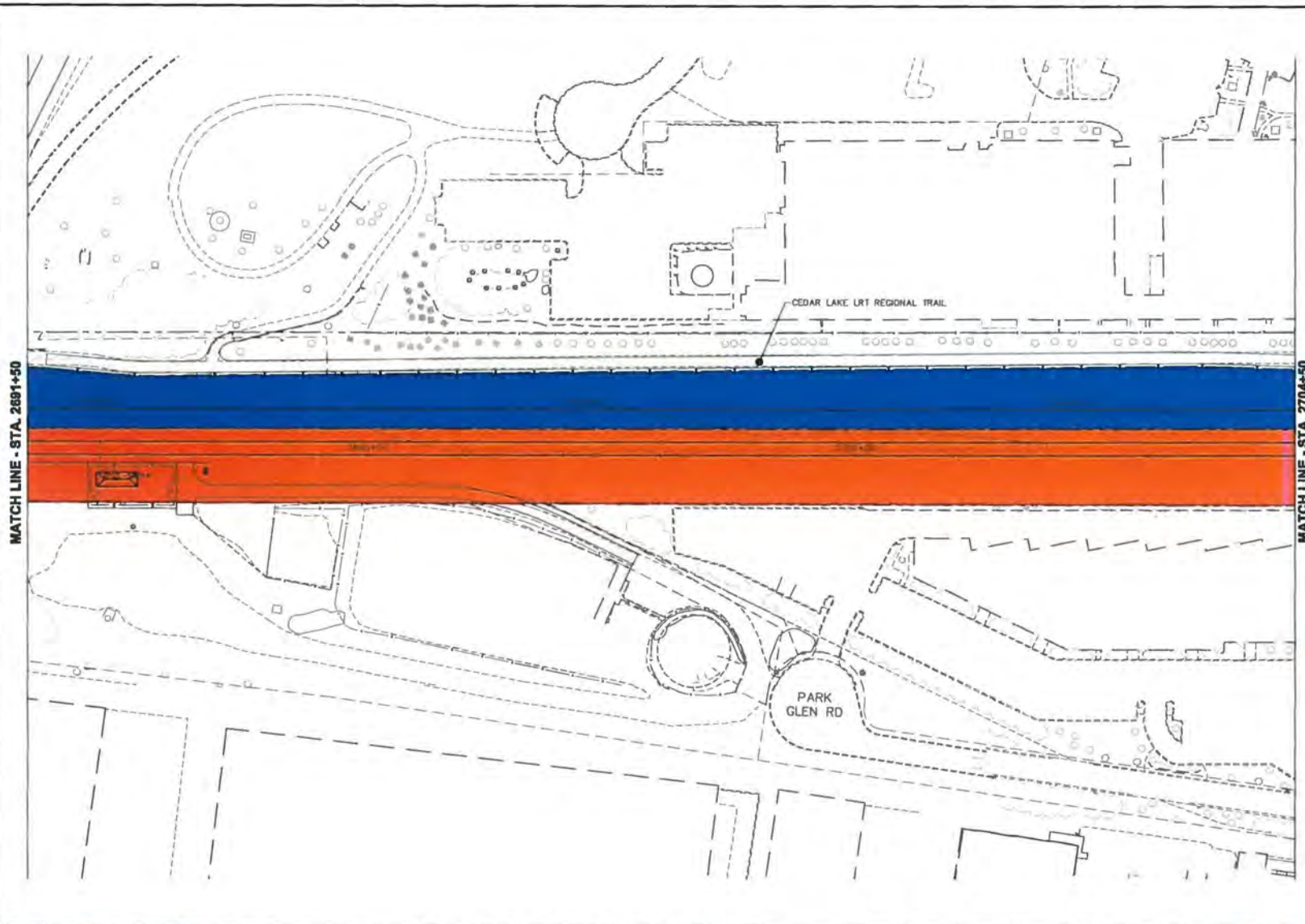
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EXHIBIT E
SHEET 26 OF 29

Rev 0
02/28/2018



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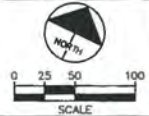
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LEGEND

	EASEMENT
	ADDITIONAL REAL PROPERTY

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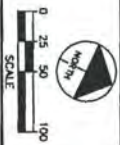
 SOUTHWEST Light Rail	SOUTHWEST LIGHT RAIL BLS PERMANENT DESCRIPTION EXHIBIT E SHEET 27 OF 29	Rev 0 02/28/2018	 0 25 50 100 SCALE	 METROPOLITAN COUNCIL	 AECOM Kimley»Horn
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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 28 OF 29

Rev 0
02/28/2018



DRAFT-WORK IN PROCESS



MATCH LINE - STA. 2704+50

MATCH LINE - STA. 2717+00



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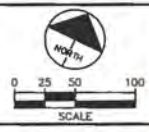
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- EASEMENT
 - ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS



SOUTHWEST LIGHT RAIL
BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 29 OF 29

Rev 0
02/28/2018



ATTACHMENT 3

Partial Assignment Agreement

PARTIAL ASSIGNMENT AGREEMENT
FOR BASS LAKE SPUR TRACKAGE

This **PARTIAL ASSIGNMENT AGREEMENT FOR BASS LAKE SPUR TRACKAGE** ("**Partial Assignment Agreement**") is made as of this ____ day of _____, 2018 by and between **SOO LINE RAILROAD COMPANY**, a Minnesota corporation doing business as Canadian Pacific ("**Assignor**"), and the **HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**, a political subdivision and local government unit of the State of Minnesota ("**Assignee**").

WHEREAS, pursuant to that certain Bass Lake Spur Freight Easement Agreement dated _____, 2018 by and among Assignor, Assignee, and the Metropolitan Council ("**Council**") (the "**Easement Agreement**"), Assignor granted Assignee a freight operating easement to provide service as a rail carrier over the Bass Lake Spur Trackage as therein defined on Exhibit A and depicted on Exhibits B-1 and B-2 therein; and

WHEREAS, CP entered into a certain Trackage Rights Agreement with Twin Cities & Western Railroad Company ("**TCWR**") dated July 26, 1991, as modified by a Supplemental Agreement dated July 27, 1993, a Relinquishment Agreement dated July 27, 1993 and a Second Supplemental Agreement dated April 30, 1996 (collectively, the "**TRA**"), setting forth the terms and conditions by which TCWR is permitted to utilize certain rail lines owned by Assignor including the Bass Lake Spur as that line is described in that certain Real Estate Purchase Agreement dated _____, 2018 by and between Assignor and Council; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's remaining rights, privileges and obligations under the TRA pertaining to the Bass Lake Spur Trackage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The TRA is attached hereto as Exhibit C and is incorporated herein by reference.
2. The Easement Agreement is attached hereto as Exhibit D and is incorporated herein by reference.
3. Assignor represents and warrants that the TRA represents the entire agreement between Assignor and TCWR and that there are no other agreements governing TCWR's rights over the Bass Lake Spur Trackage.
4. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of its rights, title, and interest under the TRA pertaining to the Bass Lake Spur Trackage; provided however, that neither Assignor nor TCWR shall be released from liability to the other party for claims relative to the Bass Lake Spur Trackage arising under the TRA prior to such assignment.
5. Assignee hereby accepts the assignment provided for in Section 4 and assumes all of Assignor's obligations under the TRA pertaining to the Bass Lake Spur Trackage; provided

however, that neither Assignor nor TCWR shall be released from liability to the other party for claims relative to the Bass Lake Spur Trackage arising under the TRA prior to such assignment.

6. This Assignment may be executed in separate counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

7. This Assignment shall in all respects be governed by and construed in accordance with the laws of the State of Minnesota, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the undersigned parties have caused this **PARTIAL ASSIGNMENT AGREEMENT FOR BASS LAKE SPUR TRACKAGE** to be executed, delivered and effective as of the date first above written.

ASSIGNOR:

SOO LINE RAILROAD COMPANY,
d/b/a Canadian Pacific

By: _____

Name: _____

Title: _____

ASSIGNEE:

**HENNEPIN COUNTRY REGIONAL
RAILROAD AUTHORITY**

By: _____

Name: _____

Title: _____

7/26/93

RELINQUISHMENT AGREEMENT

THIS IS AN AGREEMENT dated July 27, 1993, between Soo Line Railroad Company (Soo) and Twin Cities & Western Railroad Company (TCW).

The premises of this agreement are as follow:

- a. Soo and TCW are parties to that certain Twin Cities Trackage Rights Agreement dated July 26, 1991 (the Base Agreement), whereby Soo granted TCW trackage rights with respect to certain railroad trackage owned by Soo in the Minneapolis-St. Paul metropolitan area, including the "Merriam Park Line" (as that term is defined in the Base Agreement) which is shown in red coloration on the attached Exhibit A.
- b. The Base Agreement permits TCW to traverse the Merriam Park Line to reach Soo's St. Paul Yard but prohibits TCW from serving any rail freight customers located on and along the Merriam Park Line.
- c. The Merriam Park Line includes a line of railroad that extends from the westerly city limit of the City of Minneapolis to the easterly line of Hiawatha Avenue, all in the City of Minneapolis, referred to as the 29th Street Corridor.
- d. Section 8.2 of the Base Agreement stipulates that TCW agrees to relinquish all its rights over the Merriam Park Line in the event of a sale or abandonment of any portion of the Merriam Park Line, provided that Soo shall secure an alternate route to St. Paul Yard for TCW.

- e. By Purchase Agreement dated December 23, 1992 (the Purchase Agreement), between Soo and the Hennepin County Regional Railroad Authority (the Authority), Soo agreed to sell the 29th Street Corridor to the Authority. The Purchase Agreement contemplates that Soo and TCW may continue to use the 29th Street Corridor for a period of time after the consummation of the sale.
- f. Pursuant to Section 5 A (4) of the Purchase Agreement, the obligation of the Authority to consummate the purchase of the 29th Street Corridor is subject to the condition that Soo provide agreements by present users of trackage rights to vacate or terminate those trackage rights in a timely manner.
- g. The Purchase Agreement contemplates that the existing Merriam Park Line track crossings at Hiawatha Avenue will be permanently severed in order to accomodate the reconstruction of Hiawatha Avenue. The exact date of severance is not known at this time. Once the track crossings at Hiawatha Avenue are severed, TCW will no longer be able to utilize the Merriam Park Line to reach Soo's St. Paul Yard.
- h. Soo has procured alternate trackage rights for TCW that give TCW an alternate route to Soo's St. Paul Yard using the tracks of other railroads, all as specified in the Base Agreement. TCW has accepted such alternate trackage rights.
- i. TCW is willing to surrender its trackage rights with respect to a portion of the Merriam Park Line as shown in yellow coloration on Exhibit A on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, and in further consideration of the promises and undertakings set forth below, Soo and TCW agree as follows:

1. TCW hereby surrenders its trackage rights (as granted by the Base Agreement) with respect to that portion of the Merriam Park Line lying between the westerly limits of the City of Minneapolis (milepost 428.00) and Merriam Park (milepost 416.43), all as shown in yellow coloration on the attached Exhibit A.

Said surrender shall take effect at the earlier of the following:

(a) upon receipt of written demand from Soo demanding such surrender, or

(b) at such time as the railroad crossings at Hiawatha Avenue are severed;

provided, however, that if, upon the happening of either of the events specified in subparagraphs (a) or (b) above, TCW has not yet received authority or exemption from the Interstate Commerce Commission ("ICC") to discontinue its trackage rights, then said surrender shall not take effect as specified above, but, instead, shall take effect upon receipt by TCW of such authority or exemption; provided further that said surrender shall not take effect until TCW has received ICC approval or exemption therefrom, for the alternate trackage rights described in paragraph h above.

2. TCW will cooperate in good faith with Soo to obtain any regulatory approval (or exemption in lieu thereof) necessary to effectuate the purposes of this agreement.

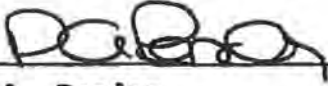
3. This agreement is expressly intended for the benefit of the Authority.

4. TCW shall remain obligated, pursuant to Section 8 of the Base Agreement, to relinquish its trackage rights with respect to that portion of the Merriam Park Line located west of milepost 428.00 in the event such portion (or any part thereof) is abandoned or sold to a third party.

SOO LINE RAILROAD COMPANY

TWIN CITIES & WESTERN
RAILROAD COMPANY

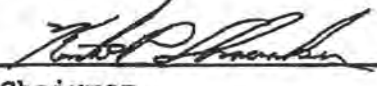
By


P. A. Pender

Vice President and

Chief Operating Officer

By


Chairman

*OK to
Legal Team
[Signature]
[Signature]*

**TWIN CITIES TRACKAGE RIGHTS
SECOND SUPPLEMENTAL AGREEMENT**

THIS SECOND SUPPLEMENTAL AGREEMENT dated April 30, 1996, is made by and between SOO LINE RAILROAD COMPANY, d/b/a CP Rail System, a Minnesota corporation, 105 South 5th Street, P. O. Box 530, Minneapolis, Minnesota 55440 ("CPRS") and TWIN CITIES & WESTERN RAILROAD COMPANY, a Minnesota corporation, 2925 12th Street East, Glencoe, Minnesota 55336 ("TCW"), sometimes hereinafter individually referred to as a "Party" and sometimes hereinafter collectively referred to as the "Parties."

RECITALS

1. CPRS and TCW are parties to an asset purchase agreement dated May 7, 1991 (the "TCW Agreement"), wherein Section 30 thereof CPRS agreed upon certain conditions to provide TCW access to the properties of the former Minneapolis, Northfield and Southern Railroad from the connection with CPRS's Merriam Park subdivision at St. Louis Park, southward to Savage, Minnesota; and

2. CPRS and TCW are parties to an agreement dated July 26, 1991, the Twin Cities Trackage Rights Agreement, as amended by Agreement dated June 4, 1993, and as supplemented by Agreement dated July 22, 1993 (collectively, the "Base Agreement"), wherein CPRS (referred to therein as "SOO") granted trackage rights to TCW (referred to therein as "Buyer") over certain lines of railroad all within the Twin Cities Terminal; and

3. The Parties now desire to extend those trackage rights from St. Louis Park, to Savage, Minnesota and allow TCW limited access to grain terminals and other facilities at Savage, as provided by the TCW Agreement, under the terms and conditions contained in this Second Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual and dependent covenants by each of the Parties, they have agreed as follows:

Section 1. GRANT OF RIGHTS

1.1 Attached to, incorporated in and made a part of this Second Supplemental Agreement is a print dated May 15, 1995, marked Exhibit "1", Second Supplemental Trackage Rights Agreement, which shows in bold, cross-hatched line the trackage between the points designated as Milepost 17.23 near St. Louis Park, Minnesota and Milepost 26.00 in Bloomington, Minnesota, and between Milepost 27.11 and Milepost 28.04 in Savage, Minnesota (the "Supplemental Trackage"). The Supplemental Trackage includes all of CPRS's trackage, track connections, facilities and appurtenances, signals, switches and crossings located between these points, as such facilities and appurtenances, signals, switches and crossings are from time to time added to, modified, or removed at the sole discretion of CPRS. Section 1.2 of the Base Agreement is amended to include the above-referenced rail lines in the definition of "Subject Trackage."

1.2 Subject to the terms and conditions contained in the Base Agreement, except as otherwise agreed to or amended in this Second Supplemental Agreement, CPRS grants to TCW the following nonexclusive rights to use the Supplemental Trackage:

(a) the operation of its freight trains and the locomotives and cabooses of said trains, and the movement from time to time of its motorized, on-track maintenance of way equipment to and from Savage. Said equipment shall be operated over the Supplemental Trackage in common with CPRS, and such other railroad company or companies as CPRS has prior to the date of this Second Supplemental Agreement admitted or may at any time in the future admit to the use of all or any part of the Supplemental Trackage;

(b) TCW shall have the right to handle over the Supplemental Trackage in its own trains with its own crews only the following traffic:

(i) "Permitted Traffic" which is defined as all traffic originating or terminating at industries physically located on the Ortonville Line, traffic originating or terminating at industries physically located on the Appleton - Ortonville segment, and traffic originating or terminating at industries physically located on the former Minnesota Valley Railroad (currently the Minnesota Central Railroad Co.). The term

"originating or terminating" is further clarified to mean loaded or unloaded.

- (ii) "Haulage Cars" which are defined as traffic destined to or originating from stations located on the Sisseton Milbank Railroad. The term "destined to or originating from" is further clarified to mean unloaded or loaded.
- (iii) "Switch Haulage Cars" which are defined as loaded or empty freight cars in the account of CPRS between physical exchange points within the Twin Cities Terminal and CPRS-served industries at Savage.
- (iv) In the event TCW handles traffic other than as provided for in paragraphs (i), (ii) or (iii) immediately above, TCW shall pay CPRS [REDACTED]

[REDACTED]

car for each car so handled. The [REDACTED] shall be escalated in accordance with Section 3 of the Base Agreement beginning July 1, 1997. Acceptance by CPRS [REDACTED] shall not constitute a waiver of remedies in the Base Agreement.

(c) To the extent CPRS has the right to grant such rights herein, TCW shall have the right to serve grain terminals and other industries now or hereinafter located on the Supplemental Trackage between Milepost 27.11 and Milepost 28.04, for the limited purpose of handling to and from said industries:

- (i) Permitted Traffic pursuant to the Marketing Access Agreement @ Savage, MN.
- (ii) Haulage Cars pursuant to the Buyer's Haulage Agreement as amended.
- (iii) Switch Haulage Cars pursuant to the Haulage and Switch Service Agreement.

(d) TCW shall have the right to interchange Permitted Traffic and Haulage Cars with other carriers at Savage subject to Section 1.3(e).

(e) Enter and exit the Supplemental Trackage at Milepost 17.23 and between Mileposts 27.11 and 28.04, for the purpose provided in this Section 1.2.

1.3 TCW shall not have the right to do any of the following on the Supplemental Trackage:

- (a) Except as permitted in Section 1.2 hereof, set out, pick up, store equipment or switch industries, upon all or any part of the Supplemental Trackage, except as necessary for handling locomotives, cabooses or cars bad ordered en route;

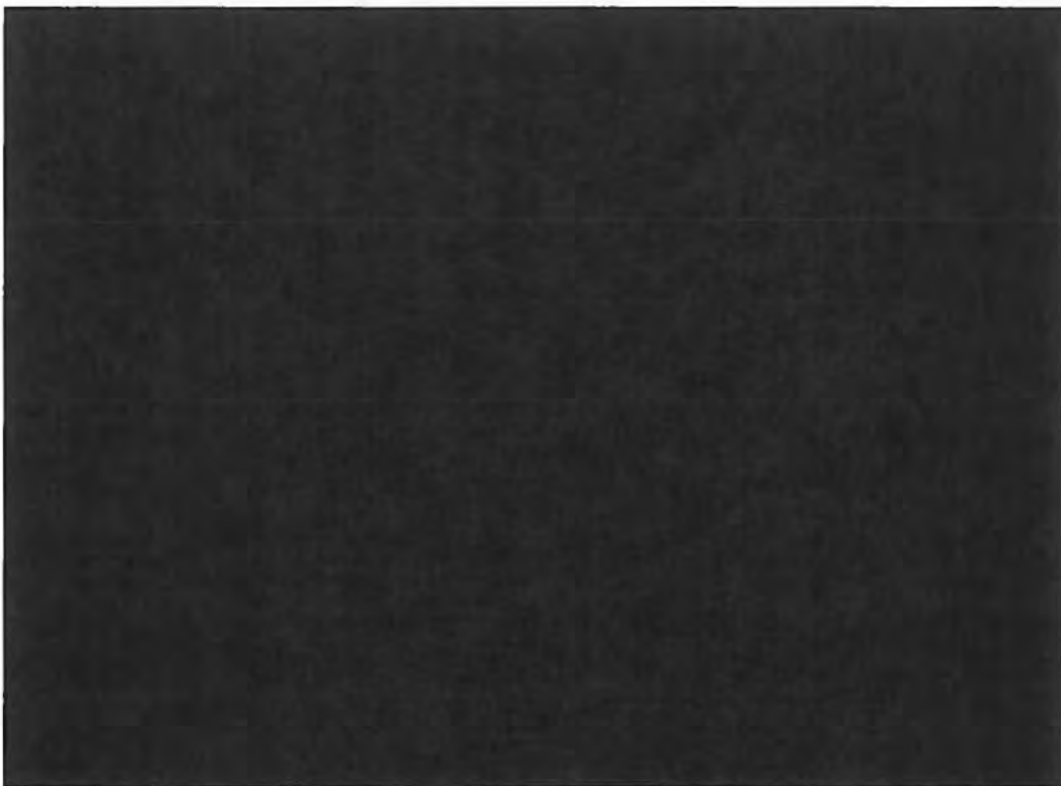
- (b) Except as permitted in Section 1.2 hereof, serve any industry, team or house track now existing or located at any time in the future along the Supplemental Trackage;
- (c) Permit or admit, without permission in writing from CPRS, any third party to use of all or any part of the Supplemental Trackage, nor under the guise of doing its own business, contract, or make any agreement to handle as its own, including interchanging traffic into its account, over the Supplemental Trackage the trains, locomotives, cabooses or cars of any third party, which in the normal course of business would not be considered as the trains, locomotives, cabooses or cars of TCW; provided that the foregoing shall not prevent TCW from using the locomotives and cabooses of another railroad as its own under a bona fide equipment lease;
- (d) Enter or exit the Supplemental Trackage at any point other than as provided in Section 1.2(e); or
- (e) Use any part of the Supplemental Trackage for the purpose of performing interchange with any carrier other than CPRS.

Section 2. COMPENSATION, MAINTENANCE and REHABILITATION

2.1 Sections 3.1 and 3.2 of the Base Agreement shall not apply to the Supplemental Trackage and TCW shall pay to CPRS for use of the Supplemental Trackage, on a monthly basis during the term of this

Second Supplemental Agreement, the following:

(a)



(b)



2.2



2.3



Section 3. OTHER CONSIDERATIONS

- (a) In the event CPRS should have an opportunity to sell or shall be involuntarily dispossessed by competent public authority to sell through condemnation all or any portion of the Supplemental Trackage to any third party for purposes other than continued railroad operations, TCW agrees, in accordance with Section 30 of the TCW Agreement, to support CPRS, and that upon written request by CPRS, TCW shall relinquish its rights granted herein immediately upon being granted proper authority to do so, and this Second Supplemental Agreement shall be terminated accordingly. Should TCW be requested to relinquish its rights under this provision, it is understood that TCW agrees to do so without any

compensation whatsoever by CPRS nor any obligation by CPRS to provide an alternate route for TCW, and that CPRS shall have the right to file the necessary applications on behalf of both carriers.

- (b) In the event TCW becomes the switching carrier for the Cargill facility at Savage, TCW agrees to switch CPRS's cars between the Cargill Yard and Cargill's port facility



However, it is understood that CPRS shall, with Cargill's consent, have the option of switching its own cars to and from Cargill.

- (c) In the event TCW assumes control of the operation and/or maintenance of the tracks in the Cargill Yard, and such control gives TCW the authority to grant to others the right to use the yard, TCW agrees to grant CPRS the right to operate to and from said yard for the purpose of delivering and picking up its cars and the right to operate through said yard for the purpose of operating CPRS's trains between the tracks of the Union Pacific Railroad and CPRS at Savage. CPRS shall pay to TCW



its operations over Cargill-owned trackage. [REDACTED]

[REDACTED] said fee shall be escalated in accordance with Section 3 of the Base Agreement.

- (d) TCW understands and agrees that the rights granted herein do not grant TCW any right to open the industries at Savage to reciprocal switching and TCW agrees not to take any action in that regard.
- (e) It is expressly understood that any assignment of the rights granted under this Second Supplemental Agreement shall be limited to handling only the traffic described in Section 1.2(b) herein.
- (f) The Parties understand and agree to coordinate and cooperate in the handling of their respective cars to and from the industries to accommodate each other's operation and the operation of the customers and minimize the disruption thereto.
- (g) This Second Supplemental Agreement is subject to all the terms of the Base Agreement, except as expressly modified herein, which Base Agreement shall continue in full force and effect.

THE PARTIES have caused this Second Supplemental Agreement to be duly executed on the dates and at the places indicated, and agree that the laws of the State of Minnesota will apply to its interpretation.

SOO LINE RAILROAD COMPANY d/b/a CP RAIL SYSTEM

By: 
Its: President & CEO
At: Minneapolis, MN
Date: April 29, 1996

TWIN CITIES & WESTERN RAILROAD COMPANY

By: 
Its: Chairman
At: Minneapolis, MN
Date: April 30, 1996

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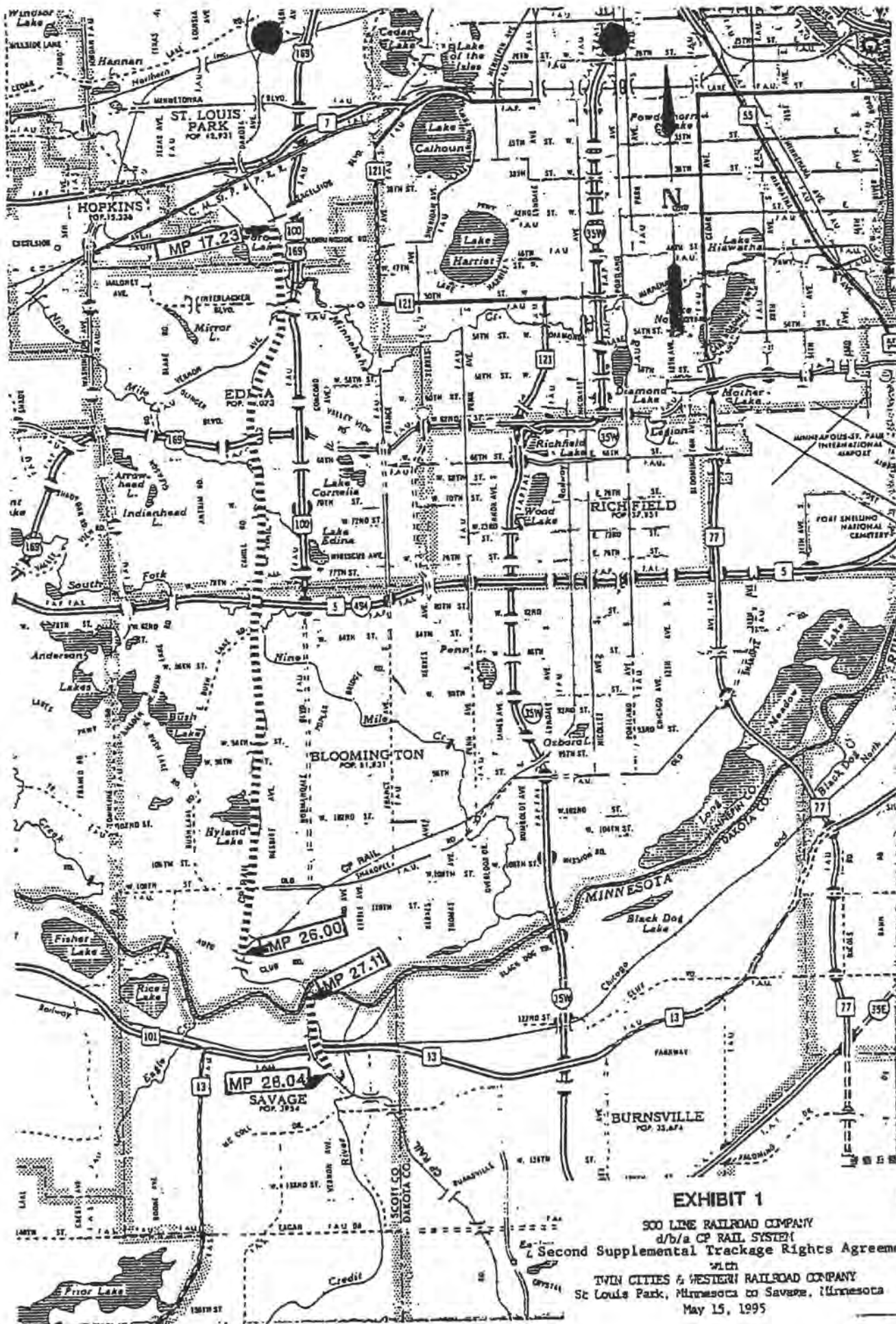


EXHIBIT 1

300 LINE RAILROAD COMPANY
d/b/a CP RAIL SYSTEM
Second Supplemental Trackage Rights Agreement
with
TWIN CITIES & WESTERN RAILROAD COMPANY
St. Louis Park, Minnesota to Savage, Minnesota
May 15, 1995

TWIN CITIES
TRACKAGE RIGHTS AGREEMENT

THIS AGREEMENT dated as of July 26, 1991, is made between Twin Cities & Western Railroad Company, 2110 First Bank Place West, Minneapolis, Minnesota 55440, ("Buyer"), and Soo Line Railroad Company, 105 S. 5th Street, P. O. Box 530, Minneapolis, Minnesota 55440, ("SOO"), sometimes collectively referred to below as "the Parties."

RECITALS

1. SOO and Buyer have entered into an Asset Purchase Agreement ("Purchase Agreement") dated May 7, 1991, pursuant to which Buyer will acquire and SOO will sell certain railroad assets, including the railroad line between Appleton, Minnesota (Milepost 578.93) and Hopkins, Minnesota (Milepost 435.06, near Tower E-14) (the "Ortonville Line");

2. SOO owns certain lines of railroad in the Twin Cities Terminal Area; and

3. Pursuant to the Purchase Agreement, SOO has agreed to grant to Buyer, and Buyer has agreed to accept from SOO, certain rights for Buyer's use of the above-referenced trackage in accordance with the terms and conditions set forth below;

IN CONSIDERATION of the mutual and dependent covenants by each of the Parties, they have agreed as follows:

Section 1. GRANT OF RIGHTS

1.1 All capitalized terms not specifically defined in this Agreement shall have the same meaning given those terms in the Purchase Agreement.

1.2 Attached to, incorporated in and made a part of this Agreement is a print marked Exhibit "A" of the Twin Cities terminal, which shows in solid red lines certain railroad lines from Tower E-14 (Milepost 435.06) near Hopkins, Minnesota, to Merriam Park (Milepost 416.43) (the "Merriam Park Line"); and from St. Louis Park (Milepost 17.23) to North Minneapolis near Camden (Milepost 0.85) (the "Camden Line"); and the connecting track between the two line segments (the "Connection"); and a print marked Exhibit "A-1" which shows in dashed red lines certain railroad lines from Milepost 3.07 at Camden to Milepost 8.66 in New Brighton, including certain tracks at Shoreham, which Exhibit A and A-1 trackage are hereinafter collectively referred to as the "Subject Trackage". The Subject Trackage includes all of SOO's trackage, track connections, facilities and appurtenances, signals and switches, as such facilities and appurtenances, signals and switches are from time to time added to, modified, or removed at the sole discretion of SOO.

1.3 Subject to the terms and conditions contained in this Agreement, SOO hereby grants to Buyer, and Buyer hereby accepts from SOO, the nonexclusive rights to use the Subject Trackage for the operation of its freight trains and the locomotives and cabooses of said trains. Buyer shall have the following rights on the Subject Trackage:

(a) Subject to the limitations set forth in this Section 1, Buyer shall have the right to handle over the Subject Trackage all traffic originating

or terminating at industries physically located on the Ortonville Line, traffic originating and terminating at industries physically located on the Appleton - Ortonville segment, and traffic originating or terminating at industries physically located on the current Minnesota Valley Railroad ("Permitted Traffic"). Additionally, Buyer shall have the right to handle over the Subject Trackage cars hauled for SOO under a Haulage Agreement of an even date herewith, pursuant to Appendix VI to the Purchase Agreement ("Haulage Cars").

(b) Buyer shall have the right to originate and terminate traffic to or from the municipal river terminal at Camden, Minnesota, currently known as the Packer River Terminal ("Upper Harbor Terminal") (near Milepost 2.56).

(c) Buyer shall have the right to interchange Permitted Traffic and Haulage Cars in connection with its use of the Subject Trackage with any carrier that connects with the Subject Trackage or that SOO has admitted or may admit to the use of all or part of the Subject Trackage, including without limitation, Burlington Northern Railroad Company, Chicago and Northwestern Transportation Company, Minnesota Commercial Railway Company and SOO, at points consented to by SOO, which consent shall not be unreasonably withheld, which

interchange shall be subject to SOO's management and operation of the Subject Trackage pursuant to Section 2.2 hereof and shall not unreasonably interfere with SOO's operations on the Subject Trackage Rights.

(d) Buyer shall have the right to use that portion of the Merriam Park Line between Tower E-14 and Milepost 427 for setting out, picking up and switching of cars; Buyer shall have the right to use other parts of the Subject Trackage as necessary from time to time for purposes of setout, pickup and switching, only with the prior consent of SOO.

(e) Buyer shall have the right to operate one (1) train in each direction each 24 hour period either over that portion of SOO track (a) between Camden and the connection to Burlington Northern's Northtown Yard in the vicinity of University Avenue (designated as E - H on Exhibit A-1) for the sole purpose of interchanging cars with the Burlington Northern Railroad, or (b) between Camden and the connection to the Minnesota Commercial Railroad in New Brighton (designated as E - J on Exhibit A-1) for the sole purpose of interchanging cars with the Minnesota Commercial Railroad, or both, so long as done within the one (1) train limitation.

(f) Buyer shall have the right to enter and exit the Subject Trackage at the following endpoints: Tower E-14 (Milepost 435.06), Merriam Park (Milepost 416.43),

and North Minneapolis (Milepost 2.56), and at other locations agreed to by the parties for purposes of interchange of Permitted Traffic and Haulage Cars only (SOO hereby consents to Buyer entering and exiting the Subject Trackage at Milepost 0.85 in North Minneapolis and at University Avenue near Northtown Yard for the sole purpose of interchanging with Burlington Northern Railroad Company, as well as at Milepost 7.66 in New Brighton for the sole purpose of interchanging with the Minnesota Commercial Railroad).

(g) Buyer shall have the right, at its own expense, to construct, or have constructed, tracks for a connection between the Merriam Park Line and the Camden Line at St. Louis Park. SOO shall construct, at Buyer's expense, the portion of such connection located on property owned by SOO. Any tracks so constructed shall become part of the Subject Trackage and may be used equally by SOO and Buyer; provided if SOO uses such connection, SOO shall pay [REDACTED] [REDACTED] [REDACTED]

(h) Buyer shall have the right to directly serve a transload facility established by the Buyer, or Buyer's customers, on SOO in the Twin Cities Terminal Area at such location, as is acceptable to SOO, for the purpose of handling rock, crushed rock, or other aggregate materials originating on the Ortonville Line or the

Appleton to Ortonville segment (Appendix IV) to such transload facility, provided it is understood that the location of such facility may change from time to time. Buyer shall be permitted to set out, switch, and pick up cars at such facility using the tracks constructed or tracks designated to be used for service to such facility. Any tracks constructed shall be constructed on the basis provided in (g) above.

1.4 Buyer's operations on the Subject Trackage shall be in common with SOO, and such other railroad company or companies as SOO has prior to the date of this Agreement admitted or may at any time in the future admit to the use of all or any part of the Subject Trackage.

1.5 Buyer shall not have the right to do any of the following on the Subject Trackage:

(a) Except as permitted in Section 1.3(b), (d) and (h) hereof, setout, pickup, or store equipment or switch industries upon all or any part of the Subject Trackage, except as necessary for handling locomotives, cabooses or cars bad ordered enroute;

(b) Except as permitted by Section 1.3(b) and (h) hereof, serve any industry, team or house track now existing or located at any time in the future along the Subject Trackage;

(c) Permit or admit, without permission in writing from SOO, any third party to the use of all or any part

of the Subject Trackage, nor under the guise of doing its own business, contract, or make any agreement to handle as its own over the Subject Trackage the trains, locomotives, cabooses or cars of any third party which in the normal course of business would not be considered as the trains, locomotives, cabooses or cars of Buyer; provided that the foregoing shall not prevent Buyer, pursuant to a run-through agreement with any railroad, or a bona fide equipment lease, from using the locomotives and cabooses of another railroad as its own under this Agreement; or

(d) Except as permitted by Section 1.3(g) and (h) hereof, construct any tracks connecting to the Subject Trackage.

1.6 (a) Notwithstanding anything else contained in this Trackage Rights Agreement, Buyer shall not have the right to handle any Overhead Traffic whatsoever on the Subject Trackage. For purposes of this provision, Overhead Traffic shall mean any traffic that is not Permitted Traffic or Haulage Cars. In the event Buyer handles traffic other than Permitted Traffic or Haulage Cars over the Subject Trackage, Buyer agrees to pay \$00 [REDACTED]
[REDACTED]
[REDACTED]

(b) Further, Buyer agrees not to seek trackage rights, terminal access rights to industries or interchange with other carriers over the Subject Trackage or other SOO trackage in the Twin Cities Terminal, other than provided herein, under 49 U.S.C. Sec. 11103 or any other law or regulation now in force or subsequently enacted or promulgated; provided that SOO shall take no action to unreasonably interfere with Buyer's ability to effectively utilize the rights granted under this Agreement or the Interchange and Operating Agreement of a like date herewith. For violation of this restriction, at its option, SOO may terminate this Agreement.

Section 2. CONSTRUCTION, REPAIR, MAINTENANCE, ADDITIONS TO,
OPERATION AND CONTROL OF THE SUBJECT TRACKAGE

2.1 The construction, maintenance, repair and renewal of the Subject Trackage together with the discretion to add, modify, or remove facilities and appurtenances, signals and switches, along the Subject Trackage shall be under the exclusive direction and control of SOO. SOO shall make any additions, modifications, or removals to or along the Subject Trackage which SOO deems necessary or desirable for the safe, efficient, and economical use of the Subject Trackage by the Parties; provided that any such change shall not materially interfere with Buyer's right to use the Subject Trackage for the purposes defined in

Section 1. SOO shall maintain the Subject Trackage to at least FRA Class II condition for all tracks that are in such condition or better condition as of the date of this Agreement, and shall maintain tracks that are in less than FRA Class II condition as of the date of this Agreement to such lesser condition. SOO shall make track repairs, as agreed to jointly by SOO and Buyer, to the Connection as soon as practical after closing. Buyer agrees to pay SOO for all costs associated with such repair in accordance with the terms contained in Section 3.3 in this Agreement.

2.2 The management and operation of the Subject Trackage shall be under the exclusive direction and control of SOO. SOO shall have the unrestricted right to change the management of and operations on and over the Subject Trackage as in its judgment may be necessary, expedient or proper for the operation of the Subject Trackage pursuant to the Agreement; provided that any such change shall not materially interfere with Buyer's right to use the Subject Trackage for the purpose defined in Section 1.

2.3 SOO shall employ all persons necessary to operate, maintain, repair and renew the Subject Trackage. SOO shall be bound to use only reasonable and customary care, skill and diligence in the operation, maintenance, repair, renewal and management of the Subject Trackage and Buyer shall not, by reason of SOO's performing or failing, or neglecting to perform any operation, maintenance, repair, renewal or management of the Subject Trackage, have or make against SOO any claim or demand for loss, damage, destruction, injury or death whatsoever resulting

from SOO's performance, failure or neglect, except as otherwise provided in Section 4.

2.4 Buyer, at its expense, shall install and maintain upon its trains, locomotives, cabooses and cars such equipment or devices as may now or in the future be necessary or appropriate, in the reasonable judgment of SOO, for the safe and efficient operation of trains over the Subject Trackage.

2.5 If the use of the Subject Trackage is at any time interrupted or traffic over the Subject Trackage is delayed for any cause, SOO shall, with reasonable diligence, restore the line for the passage of trains of the Parties. Neither Party shall have or make any claim against the other for loss or damage of any kind resulting from such interruption or delay.

2.6 Each Party shall be responsible for furnishing, at its own expense all labor, fuel and train supplies necessary for the operation of its own trains over the Subject Trackage.

2.7 The operation of Buyer over the Subject Trackage shall at all times be in accordance with the rules, instructions and restrictions of SOO, but such rules, instructions and restrictions shall be reasonable, just and fair between all parties using the Subject Trackage and shall not unjustly discriminate against any of them. SOO shall provide Buyer with a copy of existing rules and instructions and provide Buyer with prior, written notice of any changes in such rules or instructions. These rules and instructions shall include, but not be limited to, Operating Rules, Timetables, Special Instructions, Bulletins,

General Orders and authoritative directions of Train Dispatchers and Operating Officers.

2.8 Buyer shall be responsible for all mileage allowances and car hire charges accruing on cars in Buyer's account on the Subject Trackage and Buyer shall report and pay the allowances and charges direct to the owners of such cars.

2.9 All employees of Buyer engaged in the operation of Buyer trains over the Subject Trackage shall be required to qualify for entry onto the Subject Trackage by passing periodic examinations on the rules of SOO, provided that with respect to such examinations, upon request of Buyer, SOO shall qualify one or more of Buyer's supervisory officers who will then examine and certify to SOO the qualification of Buyer's employees. In addition to examination, SOO may condition qualification of Buyer's employees under this provision upon the completion of a reasonable number of trips over the Subject Trackage piloted by a qualified SOO employee, and require that such qualification trips be repeated if the subject Buyer employee has not made a trip over the Subject Trackage within a reasonable period of preceding time. Pending qualification of Buyer employees, SOO shall furnish a pilot or pilots, at the expense of Buyer, to allow operation as contemplated in this Agreement. For purposes of allocation of liability under Section 4 of this Agreement only, any employee of SOO acting as a pilot for Buyer, or deadheading for that purpose, will be treated as if were an employee of Buyer.

2.10 If any employee of Buyer, in the sole and reasonable opinion of SOO, neglects, refuses or fails to abide by SOO's rules, instructions or restrictions governing the operation over the Subject Trackage, SOO shall in writing so notify Buyer. SOO shall have the right to require Buyer to withhold any employee of Buyer from service over the Subject Trackage pending the result of formal investigation of the alleged neglect, refusal or failure. After the notice is given Buyer, SOO and Buyer shall promptly hold a joint investigation, in which each of the Parties shall bear its own expenses for its own employees and witnesses. Upon proper notice, Buyer's failure to participate in a joint investigation shall not bar SOO from restricting the Buyer employees from the Subject Trackage. Notice of such investigation to Buyer employees shall be given by Buyer officers, and failure to give proper notice shall not bar SOO from restricting the subject Buyer employee. The investigation shall be conducted in accordance with the standards and procedures used in investigations of SOO employees, to the extent consistent with the terms and conditions of schedule agreements between Buyer and its employees, if any. If, in the sole and reasonable judgment of SOO, the result of such investigation warrants restriction of the investigated employee from operating on the Subject Trackage, SOO shall furnish Buyer with a written explanation of its basis for restriction of the investigated employee, and such employee shall be restricted by Buyer from operation on the Subject Trackage. SOO's restriction of an investigated employee shall be subject to arbitration in

accordance with Section 6. In the event an employee brings an action, suit or proceeding against SOO in connection with a restriction of such employee pursuant to this Section 2.10, Buyer shall indemnify and hold harmless SOO from any expenses or losses in connection therewith unless the court, agency, arbitrator, or tribunal hearing the matter finds that SOO's restriction of the employee was not in accordance with law.

2.11 If any cars, cabooses, or locomotives of Buyer are bad ordered enroute on the Subject Trackage and it is necessary that they be set out, those cars, cabooses or locomotives shall, after being promptly repaired, be promptly picked up by Buyer. If Buyer fails to promptly repair and remove such cars, or upon request of Buyer, SOO may, at Buyer's expense, furnish required labor and material to perform repairs required to make such bad ordered equipment safe and lawful for movement, and billing for this work shall be at rates prescribed in the Field and Office Manuals of the Interchange Rules of the Association of American Railroads. SOO shall prepare and submit billing directly to and collect from the car owner for car owner responsibility items called for by said Interchange Rules, and shall prepare and submit billing to and collect from Buyer for handling line responsibility items under said Interchange Rules. If SOO performs repairs to Buyer's equipment other than freight cars, SOO shall prepare and submit billing directly to and collect from Buyer.

Section 3. COMPENSATION AND BILLING

3.1 Buyer shall pay to SOO on a monthly basis during the term of this Agreement, an amount equal to [REDACTED] (the "Base Charge"), for each car operated by Buyer upon or over the Subject Trackage or any portion thereof, except that on the Subject Trackage east of South Minneapolis Yard (Milepost 418.7), Buyer shall pay SOO no charge for empty cars interchanged with SOO.

[illegible]

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3.2 [REDACTED] of the Base Charge in Section 3.1 and [REDACTED] contained in Section 1.5 shall be adjusted upward or downward effective July 1 of each year, beginning July 1, 1992, by use of the Annual Index of Charge-Out Prices and Wage Rates (1977=100), Series Q-MPW

included in "Indexes of Railroad Material Prices and Wage Rates (excluding fuel), issued for the Western District by the Association of American Railroads, provided, however, that [REDACTED]

[REDACTED]

[REDACTED]

The adjustment formula shall be:

$$(1) \quad \frac{B - A}{A} = E$$

(2) (i) For Base Charge:

$$[REDACTED] = \text{Adjusted Base Charge}$$

(2) (ii)

$$[REDACTED]$$

Where:

A = the index for the year preceding "B"

B = the index number for year immediately preceding the year of the subject adjustment

C = Base Charge (as adjusted if previously adjusted)

D = [REDACTED] (as adjusted if previously adjusted)

E = Percent increase or decrease

If the base for the annual Indexes of Charge-Out Prices and Wage Rates issued by the Association of American Railroads shall be changed from the year 1977, appropriate revision shall be made in the index number used for factor "A" of the formula set forth above. If the Association of American Railroads or any successor organization discontinues publication of the Annual Indexes of Charge-Out Prices and Wage Rates, the Parties shall select an appropriate substitute index. In the absence of agreement on a substitute index, the Parties shall submit the matter to the binding arbitration under Section 6 hereof.

3.3 Except as otherwise specifically provided for, bills rendered pursuant to this Agreement shall be prepared in conformity with, and with additives (other than to the Base Charge) in accordance with, the then-current reasonable billing practices of SOO. Buyer shall furnish SOO, within 30 days after the end of each month, a statement showing the number of cars, engines and cabooses operated over the Subject Trackage during the month and the mileage attributed to each such car, engine and caboose. Each diesel unit, whether in the operating locomotive consist or dead-in-train, and each caboose, for the purposes of this Agreement, shall be treated as one car. All payments called for under this Section shall be made by Buyer within thirty (30) days after invoice, and any amount outstanding after said thirty (30) days shall bear interest at a rate of one percent (1%) per month. Charges not billed within two years of their being incurred shall be deemed waived. The payment

of bills shall not be delayed nor payment refused or shorted on payment of the face amount of bill rendered because of errors in supporting details which are not serious and important, but bills shall be paid as rendered and exception taken in writing addressed to the officer of SOO responsible for the issuance of the bill. SOO will adjust the next subsequent billing if exception is valid. No exception to any bill shall be honored if filed after two years from the last day of the calendar month during which the bill was rendered; provided, however, that nothing in this Section will bar the rendering and collection of bills arising from the operation of Section 4.

3.4 The records of each Party pertaining to this Agreement shall be open to inspection by representatives of the other Party upon reasonable notice, during regular office hours.

3.5 Waiver of a default in any given instance or many similar instances shall not be construed as a waiver in any other instance. Failure of a Party to enforce its remedies in any one instance or many similar instances shall not constitute a waiver of the right to enforce its remedies in any other instance.

Section 4. LIABILITY

Definition: Whenever the expression "Loss or Damage" is used in this Section, it means all costs, liabilities, judgments, fines, fees (including without limitation reasonable attorneys' fees and disbursements) and expenses of any nature arising from or in connection with death of or injury to persons, including without limitation employees of the Parties, or damage to or destruction

of property including without limitation property of the Parties or the Subject Trackage, in connection with operations of the Parties over or on the Subject Trackage.

Definition: Whenever the expression "proportionally by the Parties" is used in this Section, it means that expenses will be borne in proportion to the total trains handled by each Party over any part of a segment of the Subject Trackage on which the Loss or Damage occurs during the three calendar months prior to the month of the occurrence, or if the occurrence is in any of the first three months of operation under this Agreement, such lesser period as precedes the date of occurrence. For the purposes of determining proportionality as herein provided, light engines shall not be considered a train and the Subject Trackage shall be divided into three (3) segments marked A - G, C - D, and D - F - H - J on Exhibit A and Exhibit A-1 attached hereto.

4.1 Both Parties shall undertake to comply with all applicable Federal, State and local laws or regulations, and all applicable rules, regulations or orders promulgated by any Court, Agency, Municipality, Board or Commission. If any failure of either Party to comply with such laws, rules, regulations or orders in respect to the use of the Subject Trackage results in any fine, penalty, cost or charge being assessed against the other Party, the Party which failed to comply agrees to reimburse promptly and indemnify the other Party for such amount.

4.2 The employees of either Party while operating, maintaining or directing operation along the Subject Trackage shall not be considered as joint employees but will remain the sole employees of either Party. However, when any sole employee of SOO or Buyer is engaged in the direct activity of maintaining, repairing, renewing, removing, or inspecting the Subject Trackage, or in dispatching, giving orders for or directing the movement of trains over the Subject Trackage, or performing other service involving the Subject Trackage for the common benefit of the Parties, and Loss or Damage to SOO, Buyer or a third party, arises out of such service for the common benefit of the Parties, then the expense of the Loss or Damage shall be borne proportionally by the Parties (but in no event shall Buyer's proportion exceed 50% in cases in which the Loss or Damage does not involve the employees, trains or equipment of Buyer); provided that the terms of this Section 4.2 shall control in the case of conflict with the provisions of Section 4.4 below, but in the case of conflict with Section 4.3 below, that Section shall control.

4.3 Notwithstanding anything else contained in this Agreement, liability for Loss or Damage resulting from or in connection with the operation of locomotives, trains or cars of either Party, or in connection with the presence on the Subject Trackage of locomotives, trains, cars or property of either Party, shall be borne and paid by the Parties as follows:

(a) When the same shall involve the train or equipment of only one of the Parties, regardless of any third party involvement, all Loss or Damage, including but not limited to, restoration and repair of the Subject Trackage and third party persons or property will be borne by that Party.

(b) When the same shall involve the trains or equipment of both Parties, Loss or Damage shall be borne by each Party as to its own employees, property, or property in its custody (except for damage to the Subject Trackage). As to third party persons or property and the Subject Trackage, Loss or Damage shall be borne equally by the Parties.

4.4 Liability for Loss or Damage not involving the train or equipment of either Party, or where the identity of the train or equipment involved is unknown, shall be borne and paid by the Parties as follows:

(a) Liability for Loss or Damage shall be borne by each Party as to its own employees (except for employees performing services for the common benefit of the Parties), property (other than the Subject Trackage), or property in its custody, but as to third party persons or property, employees performing service for the common benefit of the Parties, and the Subject Trackage, the cost of Loss or Damage shall be borne proportionally by the Parties.

(b) Third party claims for Loss or Damage arising out of the killing or injuring of livestock or the setting of fires on or along the Subject Trackage, when caused by the locomotive, train, car or fusee of one of the Parties, shall be handled or settled by the Party whose locomotive, train, car or fusee caused such Loss or Damage, but if it cannot be determined whose locomotive, train or car caused such Loss or Damage, the claim will be handled or settled on behalf of both Parties in the first instance by SOO, and the Loss or Damage will then be borne equally by the Parties.

4.5 Each Party agrees that it will pay for all Loss or Damage, the risk of which it has herein assumed, the judgment of any court to the contrary notwithstanding, and will forever indemnify and save harmless the other Party, its successors and assigns, from such payment; provided, however, the indemnifying Party shall be assigned any rights which the indemnified Party may have against any third party or parties for recovery of any indemnified amount.

4.6 In the event that both Parties hereto shall be liable under the Agreement for Loss or Damage, and the same shall be compromised and settled by voluntary payment of money or valuable consideration by one of the Parties, the settling Party shall obtain a valid and enforceable release from liability for Buyer and Soo Line Railroad Company, Soo Line Corporation and their Parents, Subsidiaries and Affiliated Companies, and all of their

Officers, Agents, and Employees, etc. Neither Party shall make any such compromise or settlement in excess of \$5,000 without prior, written authority of the other Party having liability, but any settlement made by one Party in consideration of \$5,000 or less shall be a settlement releasing all liability of both Parties and shall be binding upon both Parties.

4.7 In case a lawsuit or lawsuits shall be commenced against either Party hereto for or on account of any Loss or Damage for which the other Party would be solely or jointly liable under this Agreement, the Party thus sued shall give the other Party timely written notice of the pendency of such suit, and thereupon the Party so notified shall assume or join in the defense thereof, and if the Party so notified is liable therefore under this Agreement, such Party shall save harmless the Party so sued from all Loss or Damage in accordance with the liability allocation set forth in this Agreement. Neither Party shall be bound by any judgment against the other Party unless it shall have been so notified and shall have had reasonable opportunity to assume or join in the defense of the action. When so notified, and said opportunity to join in the defense of the action has been afforded, the Party so notified shall to the extent of its liability under this Agreement be bound by such judgment.

4.8 If trains, locomotives or cars of Buyer are wrecked or derailed on the Subject Trackage, SOO shall pick up and remove said equipment, and Buyer shall bear the entire cost of such service (except to the extent that the allocation of liability in

this Agreement provides otherwise), except that if SOO does not have the necessary personnel or equipment, Buyer may furnish both as required, at its own expense; provided, however, that in the case of a minor derailment where the derailed equipment can be promptly rerailed by rerailers or blocking by Buyer's employees, then in such event Buyer may, at its sole expense, rerail such equipment unless SOO's supervisory employees direct otherwise.

4.9 It is understood and agreed that a number of vehicular crossings on the Subject Trackage presently exist, or may be constructed. Buyer agrees to accept all crossings in whatever condition they may be during the term of this Agreement and will not assert any claim, demand or cause of action against SOO and will hold SOO harmless from any claim, demand or cause of action arising out of any crossing accident on the Subject Trackage in which the engines, cars or trains of Buyer only are involved; provided, however, that nothing in this Section 4.9 shall relieve SOO or Buyer from liability arising from its gross negligence or intentional acts.

4.10 Detour of foreign line equipment under Standard Industry Detour Agreements over the Subject Trackage is at the sole discretion and permission of SOO. In the event of a collision between such foreign line equipment and that of Buyer or any injury, death, loss or damage to employees or property of Buyer on or along the Subject Trackage, such foreign line equipment will be considered to be that of SOO for purposes of liability under this Agreement.

Section 5. INSURANCE

5.1 Buyer, at its own cost or expense, will procure and maintain in effect during the term of this Agreement, a policy or policies of insurance covering the liability to which Buyer is or may be subject under this Agreement. Such policy shall name SOO as an additional insured which shall provide the following total insurance coverage:

Third party liability coverage covering injury to or death of persons and damage to property in any one occurrence in the amount of not less than [REDACTED] with a maximum deductible of [REDACTED] per occurrence. Such coverage shall include all employees and shall insure named Insureds against workmen's compensation and Federal Employer's Liability Act claims. SOO agrees to cooperate in the processing of insurance claims.

5.2 If the insurance procured by Buyer, pursuant to this Section, takes the form of a claims-made policy and is cancelled or allowed to expire without renewal, Buyer will provide evidence of insurance that provides per occurrence and annual aggregate limits not less than those required pursuant to Section 5.1. Such coverage must be retroactive to the original inception date of the cancelled or non-renewed policy. Buyer further agrees promptly to give written notice to SOO's Director of Insurance of any claim or notice of incident or notice of potential claim that is required to be reported to its liability insurance company.

5.3 At any time not less than sixty (60) days prior to an anniversary date of this Agreement, SOO, in consideration of current and reasonably anticipated claims and litigation costs, may notify Buyer of SOO's intent to increase the amount of insurance required by this Agreement or to require that the terms and conditions of such insurance be modified. Should Buyer object to any such increase or modification, Buyer and SOO will attempt in good faith to negotiate a resolution of their disagreement. If Buyer and SOO are not able to agree and such disagreement continues for thirty (30) days past the anniversary date of this Agreement, then the matter or matters in disagreement will be submitted to arbitration pursuant to Section 6 hereof.

5.4 Each policy of insurance obtained by Buyer pursuant to the requirement of this Section will contain provisions requiring that the insurance carrier give SOO, through the SOO's Director of Insurance, at least thirty (30) days notice in writing of any proposed policy cancellation or any modification of the terms and conditions of any policy of insurance Buyer is required to provide under this Section.

5.5 The terms and conditions of each policy of insurance obtained by Buyer to satisfy the requirements of this Section will be subject to the approval of SOO, which approval shall not be unreasonably withheld or delayed. At least thirty (30) days prior to the effective date of this Agreement pursuant to Section 8.3 of this Agreement, Buyer will furnish to SOO's Director of Insurance an accurate copy of each policy of insurance obtained pursuant to

the requirements of this Section. Neither compliance with this requirement nor SOO's approval of the terms and conditions of any such policy will in any way limit or modify the obligation of Buyer to provide the specific insurance coverage required by this Section.

5.6 In the event Buyer fails to maintain the levels of insurance coverage required in this Section, or fails to properly notify SOO of said coverage, after giving Buyer written notice of noncompliance and ten (10) days from receipt of such notice within which to comply, SOO may require Buyer to suspend operations over the Subject Trackage until such time as Buyer complies with the insurance requirements hereunder or otherwise provides SOO evidence of financial responsibility acceptable to SOO in its sole discretion.

Section 6. ARBITRATION

6.1 Disputes between the Parties arising from the application or interpretation of any provision of this Agreement involving amounts of [REDACTED] or less may, at the election of either Party, be resolved through arbitration.

6.2 The Party initiating arbitration shall notify the other of such action in writing, naming in said notice the person chosen to represent the moving Party as arbitrator, and giving a formal statement of the question or questions to be decided.

6.3 The Party receiving notice of arbitration shall respond within thirty (30) days of the date of mailing of the moving Party's notification letter by naming the person chosen to

represent the responding Party as arbitrator. The arbitrators representing the moving party and the responding party shall agree upon a third neutral arbitrator, who shall be a person experienced in the railroad business. The responding Party may name additional questions to be decided.

6.4 In the event that the responding Party fails to name its arbitrator, or in the event that the arbitrators of the moving and responding Parties are unable to agree on a neutral arbitrator, and forty-five (45) days have passed from the date that the notice of arbitration was mailed, the moving Party may request either the American Arbitration Association or the Chief Judge of any United States District Court that would be the proper venue for litigation of the issue to be arbitrated to name the neutral arbitrator. In such cases, the neutral arbitrator need not be a person experienced in the railroad business.

6.5 At a date agreed among the arbitrators, or in the absence of agreement, on the 30th day after the date the neutral arbitrator is appointed, the moving Party's written statement of the case shall be due in the hands of the neutral arbitrator.

6.6 At a date agreed among the arbitrators, or in the absence of agreement, on the 30th day after the moving Party's case was due in the hands of the neutral arbitrator, the responding Party's statement of the case, including the responding Party's statement of the case on additional questions named by the responding Party, shall be due in the hands of the neutral arbitrator.

6.7 At a date agreed among the arbitrators, or in the absence of agreement, on the 14th day after the responding Party's statement of the case was due in the hands of the neutral arbitrator, rebuttal statements of both Parties shall be due in the hands of the neutral arbitrator. Such rebuttal statements shall not contain new evidence but shall be confined to a response to the statement of the case by the other Party. The neutral arbitrator may, at any time, request either Party to submit additional information or furnish such information to the other Party.

6.8 At a date agreed among the arbitrators, or in the absence of agreement, on the 14th day after the rebuttal statements were due in the hands of the neutral arbitrator, an oral hearing shall be held. The neutral arbitrator shall determine the format of the oral hearing, which shall be for the purpose of permitting the neutral arbitrator to ask questions of representatives of the Parties. The Parties may offer witnesses for the arbitrators to questions, but the neutral arbitrator shall determine which witnesses shall be heard and the scope of questioning thereof.

6.9 At a date agreed among the arbitrators, or in the absence of agreement, on or before the 60th day after the oral hearing, the neutral arbitrator shall render his decision in writing, giving his reasoning therefore, on each and every question which was presented in the moving Party's notice and the responding Party's response. In rendering his decision, the neutral arbitrator shall select only remedies proposed by one or the other of the Parties, and in the event of conflicting remedies proposed

by each Party, shall select the one remedy which he finds to be the most reasonable. The neutral arbitrator shall not design remedies of his own or select elements from conflicting remedies proposed by the Parties. The Parties agree to be bound by this decision in all respects, and to carry it into effect without delay.

6.10 When any date called for in this Section shall fall on a Saturday, Sunday, or a legal holiday of the United States, the same shall instead be the next day that is not a Saturday, Sunday, or legal holiday of the United States.

6.11 If either Party shall fail to furnish a statement or appear at the oral hearing at dates called for in this Agreement, the neutral arbitrator shall have the sole discretion to declare a default and decide the case based on the information in his hands, and such decision shall be binding on the Parties the same as if the entire arbitration procedure had been carried out.

6.12 If the neutral arbitrator becomes incapacitated or fails to comply with any or all of the requirements set forth in this Agreement, the arbitration shall be considered void. The moving Party may then initiate the procedure again.

6.13 Each Party shall bear the cost of its chosen arbitrator and witnesses and one-half the cost of the neutral arbitrator and his expenses. Each Party shall bear the entire costs of its submission, including but not limited to its attorney fees.

Section 7. GOVERNMENT APPROVAL

7.1 Buyer shall, at its own expense, initiate and prosecute the necessary application for approval, or exemption from approval, from any Governmental agency having jurisdiction to approve this Agreement. SOO, at its own expense, shall assist and support such application and will furnish such information and execute, deliver and file such instrument or instruments in writing as may be necessary and appropriate to obtain such approval.

7.2 In the event Buyer desires to discontinue its rights conferred by this Agreement, Buyer shall, at its own expense, initiate and prosecute the necessary application for approval from any Governmental agency having jurisdiction to approve such discontinuance.

Section 8. OTHER CONSIDERATIONS

8.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. Buyer shall not transfer or assign this Agreement, or any of its rights, interests, or obligations hereunder to any successor without obtaining the prior written consent of SOO, which consent shall not be unreasonably withheld.

8.2 It is understood and accepted by Buyer that SOO may abandon or sell to a third party any portion of the Merriam Park Line between Points A - G, and Buyer agrees to relinquish its rights hereunder over such Merriam Park Line and not to oppose such

abandonment or sale; provided, however, in the event of such abandonment or sale, SOO shall secure each of the alternate route for Buyer as follows:

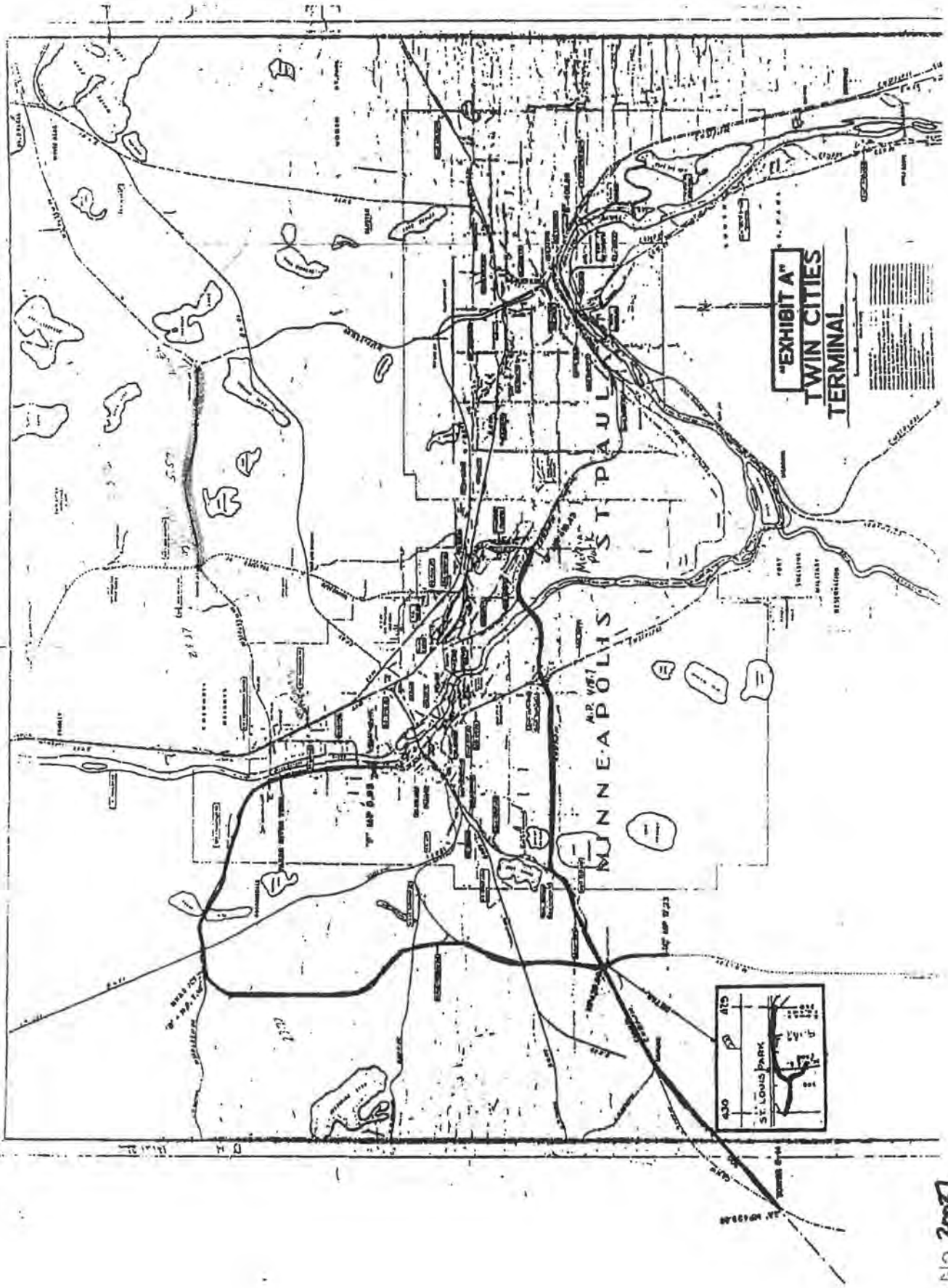
(a) SOO and Buyer shall arrange for and Buyer shall accept a route to St. Paul Yard whereby Buyer shall operate over property owned by Hennepin County Regional Rail Authority, or its successor, ("HCRRA"), from the vicinity of either Tower E-14, Hopkins, or St. Louis Park to Cedar Lake Junction (approximately 9.5, 5.9, or 3.3 miles respectively), and over Burlington Northern (BN) trackage from Cedar Lake Junction to Minneapolis Junction (approximately 3.7 miles), and thence to Hoffman Avenue in St. Paul (approximately 10.1 miles), all as shown in red on Exhibit B attached hereto; including the right to interchange with the Minnesota Commercial Railroad along such line subject to any required BN consent. Buyer shall operate over BN as though Buyer's trains were SOO trains under the agreement between SOO and BN, and Buyer shall indemnify and hold SOO harmless against any cost or expense for Loss or Damage arising out of Buyer's use of BN trackage. Buyer shall pay trackage rights fees to (1) HCRRA for Buyer's operations over HCRRA trackage, and (2) to SOO for Buyer's operation over any SOO and any BN trackage. Fees payable to SOO and HCRRA shall be based on [REDACTED], but in no event shall Buyer be required to pay [REDACTED]

██████████ that is greater than the Base Charge, as adjusted.

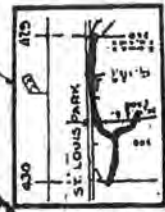
(b) SOO and BUYER shall arrange for and BUYER shall accept a route to Upper Harbor Terminal whereby BUYER shall operate over property owned by Hennepin County Regional Rail Authority, or its successor, ("HCRRA"), from the vicinity of either Tower E-14, Hopkins, or St. Louis Park to Cedar Lake Junction (approximately 9.5, 5.9, or 3.3 miles respectively), and over Burlington Northern (BN) trackage from Cedar Lake Junction to Minneapolis Junction (approximately 3.7 miles), and thence to Shoreham all as shown in red on Exhibit C attached hereto; Buyer shall operate over BN as though BUYER's trains were SOO trains under the agreement between SOO and BN, and BUYER shall indemnify and hold SOO harmless against any cost or expense for Loss or Damage arising out of BUYER's use of BN trackage. BUYER shall pay trackage rights fees to (1) HCRRA for BUYER's operations over HCRRA trackage, and (2) to SOO for BUYER's operation over any SOO and any BN trackage. Fees payable to SOO and HCRRA shall be based on ██████████ ██████████ ██████████ ██████████, but in no event shall BUYER be required to pay ██████████ ██████████ ██████████ that is greater than the Base Charge, as adjusted.

(c) Soo and Buyer may agree to routes other than the routes contained in (a) or (b) above.

8.3 The Agreement shall be effective on the date Buyer first commences operation over the Subject Trackage pursuant to this agreement after having received all necessary approval, or exemption therefrom, from any Governmental agency having jurisdiction to approve this Agreement and the operations to be carried out thereunder, except that if no operation occurs within one year of the last dated signature on this Agreement, this Agreement shall be of no force and effect. Once activated by the commencement of Buyer's operation as above indicated, this Agreement shall remain in effect thereafter until terminated by Buyer at any time by giving not less than sixty (60) days written notice of its intentions to do so. Notwithstanding anything else in this Agreement, SOO may terminate this Agreement based upon a material default by Buyer of its obligations hereunder if Buyer fails to cure such default within sixty (60) days following receipt of written notice of such default, or in the case of contested matters, if the default continues for sixty (60) days after the final resolution of such contest.

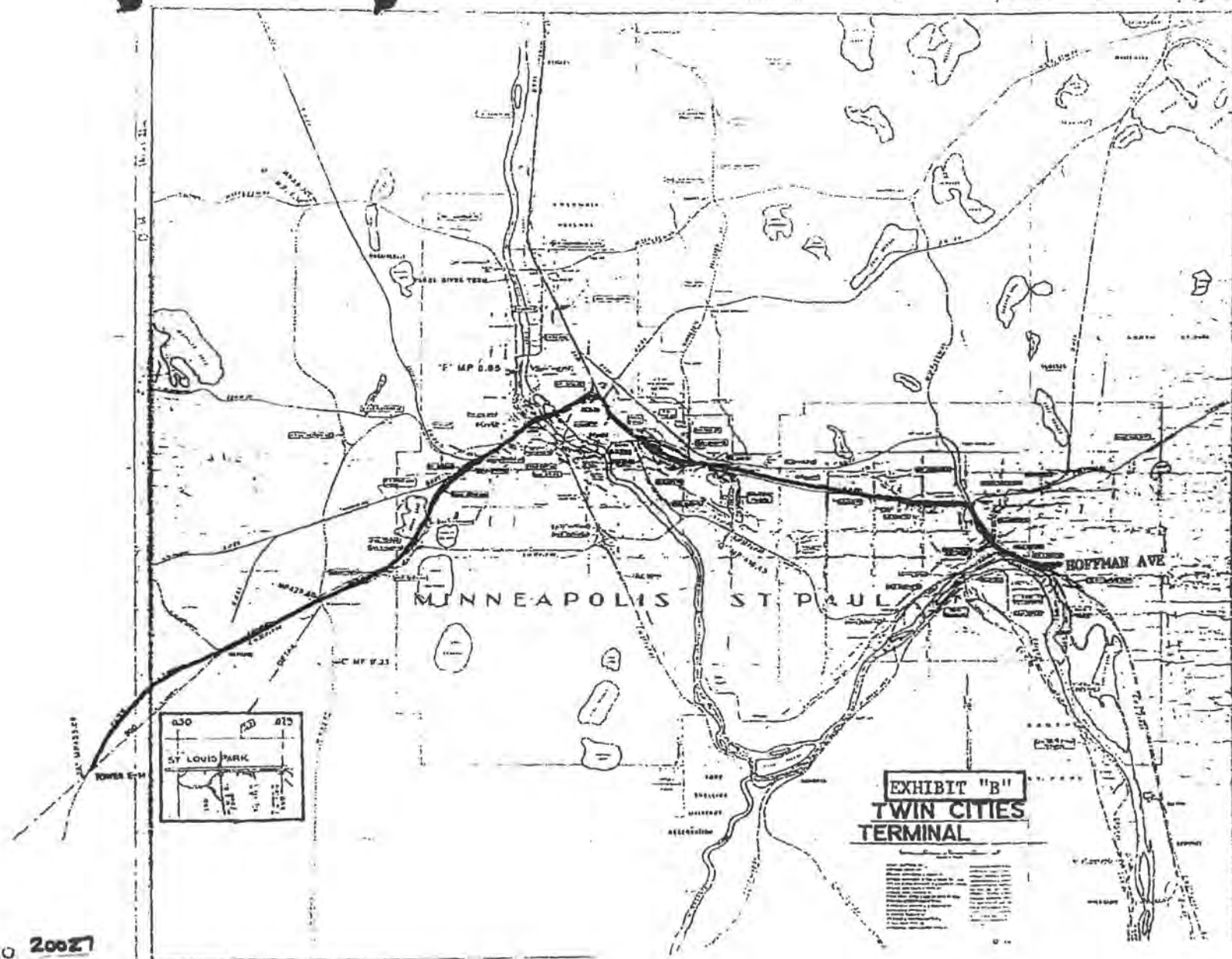


"EXHIBIT A"
TWIN CITIES
TERMINAL





CONTRACT NO. 20071



CONTRACT NO 20021

July 22, 1993

SUPPLEMENTAL AGREEMENT

CP COUNTERPART

THIS SUPPLEMENTAL AGREEMENT dated as of July 27, 1993, is made between Soo Line Railroad Company (sometimes operating under the name CP Rail System) ("CP"), and the Twin Cities & Western Railroad Company ("TCW"); CP and TCW are sometimes collectively referred to below as "the Parties."

RECITALS

CP and TCW are Parties to the Twin Cities Trackage Rights Agreement dated July 26, 1991, as amended ("Base Agreement"), wherein TCW has been granted trackage rights with respect to certain railroad lines owned by CP in the Minneapolis-St. Paul metropolitan area; and TCW has also been granted certain rights to operate over certain other tracks in the Minneapolis-St. Paul metropolitan area in an Interchange and Operating Agreement between the Parties dated July 26, 1991; and

In accordance with Section 8.2 of the Base Agreement, TCW has agreed, subject to certain terms and conditions, to relinquish its rights over all or a portion of the CP's Merriam Park Line (as defined in the Base Agreement) in the event of a sale or abandonment of all or any portion of said Line and accept an Alternate Route for its trains; and

CP has entered into an agreement with Hennepin County Regional Railroad Authority for the sale of CP's line from the westerly city limits of the City of Minneapolis (m.p. 428.00) to the east boundary of Hiawatha Avenue (m.p. 423.17 on the north leg of the wye and m.p. 418.77 on the south leg of the wye) (the "Subject Line"), which sale will result in CP's being obligated to provide TCW an Alternate Route to St. Paul Yard in accordance with Section 8.2 of the Base Agreement; and

The Parties are each and separately parties to agreements with the Chicago and North Western Railroad Company ("CNW"), and with Burlington Northern Railroad Company ("BN"), wherein those railroads have granted TCW and CP, respectively, certain rights to use of their lines of railroad as described in Section 8.2(a) of the Base Agreement to accomplish the Alternate Route; and

The Parties desire to enter into this Supplemental Agreement so as to clarify their respective rights and obligations.

IN CONSIDERATION of the mutual and dependent covenants by each of the Parties, the Parties agree as follows:

1. In connection with the agreement between CP and HCRRA for the sale of the Subject Line, CP and TCW have agreed that the alternative

route by which TCW shall operate between approximately the westerly limits of the City of Minneapolis (m.p. 428.59) and St. Paul Yard shall be as follows: from St. Louis Park (CNW m.p. 16.2) to Cedar Lake Junction (CNW m.p. 13.7) (the "CNW Segment") over the Chicago and North Western Transportation Company; and from Cedar Lake Junction (BN m.p. 13.27) to St. Paul Yard (the "BN Segment") over the Burlington Northern Railroad Company (the route via CNW and BN as set forth above shall be referred to herein as the "Alternate Route"). TCW has entered into a Trackage Rights Agreement with CNW, dated July 26, 1993 (the "CNW Agreement"), whereby CNW has granted TCW trackage rights over the CNW Segment, and TCW has entered into a Trackage Rights Agreement with BN, dated July 9, 1993, (the "BN Agreement"), whereby BN has granted TCW trackage rights over the BN Segment.

2. TCW shall pay to CNW the trackage rights fees set forth in Section 5 of the CNW Agreement. CP shall reimburse TCW on a monthly basis for the trackage rights fees paid by TCW to CNW for each TCW train operated over the CNW trackage for the purpose of interchange with the CP at St. Paul Yard, the Minnesota Commercial Railroad at Merriam Park, the BN at Northtown Yard and CNW at the Hoffman Avenue Yard or Western Avenue Yard; provided, that such reimbursement shall apply only to the fees incurred with respect to the first twenty-one (21) trains in each direction per week. Payment shall be made by CP upon receipt of invoice from TCW or any other procedure mutually agreed upon. It is understood and agreed between the Parties that all compensation due CNW for TCW's operations over CNW for purposes other than interchange with CP at St. Paul Yard or elsewhere CP and TCW may agree, the Minnesota Commercial Railroad at Merriam Park, the BN at Northtown Yard and the CNW at the Hoffman Avenue Yard are the sole responsibility of TCW.

3. The Parties acknowledge and agree that, due to an arrangement between CP and BN, the BN Agreement does not impose trackage rights fees for TCW's operations over the BN Segment. In the event that BN successfully asserts in a proceeding before the Interstate Commerce Commission or in any other forum that it is entitled to receive compensation from TCW for the trackage rights granted by BN to TCW under the BN Agreement, TCW shall pay to BN such trackage rights fees, and CP shall reimburse TCW for the full amount thereof. Payment shall be made by CP upon receipt of invoice from TCW or any other procedure mutually agreed upon.

4. It is understood and agreed that all payments due to CNW or BN under the provisions of applicable trackage rights, other than charges accepted by CP under the terms of paragraphs 2 and 3 above, are the sole responsibility of TCW.

5. For each TCW car moved over the CNW Segment and the BN Segment to or from Cedar Lake, the Minnesota Commercial Railroad, or St. Paul for the purposes described in paragraph 2, TCW shall continue to pay to CP (i) the [REDACTED] provided in the Base Agreement as amended (Base Charge) [REDACTED]

[REDACTED] in accordance with the Base Agreement

and, (ii) additionally, the amounts required under Section 1.4 of the Interchange and Operating Agreement for those cars moved to and from St. Paul.

For each TCW car moved over the CNW Segment and BN Segment to and from the Upper Harbor Terminal, Northtown Yard, or other such destination of TCW's trains west of Minneapolis Junction, TCW shall pay to CP (i) the Base Charge for TCW's operation [REDACTED] in accordance with the terms of the Base Agreement as amended, and (ii) the Base Charge [REDACTED] on the BN between Lyndale (Cedar Lake) Junction and University Avenue (or Northtown Yard when applicable), and (iii) the Base Charge [REDACTED] from University Avenue (Shoreham) to the Upper Harbor Terminal or other such destination of TCW's trains west therefrom.

6. The Parties agree that the initial rehabilitation required before TCW can begin operations on the CNW's 2.5 miles of track on the Alternate Route are the repairs itemized on Attachment 1 hereto. CP shall undertake the steps necessary to ensure said repairs are completed prior to the severing of the current route and TCW's subsequent operation over the CNW's track at no cost to TCW. In addition, CP agrees to reimburse TCW for any and all reasonable and necessary expenses incurred by TCW, and not reimbursed by CNW or its assignee under the CNW Agreement, for the repair, maintenance or renewal of the CNW Segment to permit the continued operation of that segment at FRA Class 1 standards.

CP acknowledges and agrees that, under the terms of the Base Agreement, TCW is entitled to a route from Hopkins to St. Paul Yard under a trackage rights arrangement whereby TCW does not incur any cost or expense for ordinary maintenance or rehabilitation (or an arrangement under which TCW is promptly reimbursed for any such cost or expense), and that TCW is entering into this Agreement based upon CP's agreement that it shall take whatever steps are necessary, including, but not limited to reimbursement of all expenses incurred by TCW under the last sentence of the immediately preceding paragraph, to cause such an arrangement to be in place from and after the date hereof.

7. The Parties acknowledge and agree that CP's obligation under Section 8.2 of the Base Agreement to provide TCW with an alternative route to St. Paul Yard and TCW's obligation to relinquish rights to the Merriam Park Line shall be and are ongoing obligations. In the event that the Alternate Route becomes unavailable or in the event that operations over the Alternate Route are materially adversely affected by acts or omissions of parties other than TCW, CP shall have the obligation under Section 8.2 to provide TCW a replacement route to St Paul Yard provided, however, that CP shall have no such obligations as a result of temporary condition pending repair or restoration of TCW's service.

8. CP agrees that as part owner of the MT Properties, CP will support the granting of overhead trackage rights to TCW and further,

in the event such rights are granted to TCW, CP shall agree to permit TCW to operate over CP between Merriam Park and St. Paul Yard in accordance with the Interchange and Operating Agreement dated July 26, 1991.

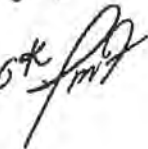
SOO LINE RAILROAD COMPANY


P. A. Pender
Vice President and Chief
Operating Officer

TWIN CITIES & WESTERN RAILROAD
COMPANY


Chairman

OK to Legal
Form


OK


ATTACHMENT 1

1. 1400 Cross Ties
2. 40 - 100.25 lb. Rail
3. 4 - 16 ft. Switch Ties
1 - 10 ft. Switch Ties
4 - 9 ft. Switch Ties
2 - Stand Ties
4. Surface the Entire Connection
5. 400 Ton of Granite
6. 7500 Rail Anchors

Exhibit D

“Exhibit D” to the Partial Assignment Agreement,

Bass Lake Spur Freight Rail Easement Agreement between
Soo Line Railroad Company, Hennepin County Regional Railroad Authority,
and Metropolitan Council,

has been reproduced separately as

Attachment 2 to HCRRRA’s Verified Notice of Exemption

ATTACHMENT 4

Caption Summary

SURFACE TRANSPORTATION BOARD

Notice of Exemption

STB FINANCE DOCKET NO. 36177

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY – ACQUISITION
EXEMPTION – IN HENNEPIN COUNTY, MINNESOTA**

The Hennepin County Regional Railroad Authority (“HCRRA”) has filed a notice of exemption to acquire the Soo Line Railroad Company’s common carrier rights and obligations over the Bass Lake Spur (the “Line”). The Line extends from Milepost 435.06 in Hopkins, Hennepin County, Minnesota, to Milepost 428.38 in St. Louis Park, Hennepin County, Minnesota, and includes a portion of the connecting track between the Bass Lake Spur and CP’s Minneapolis, Northfield and Southern Spur in St. Louis Park. Comments must be filed with the Board and HCRRA’s representative, Charles A. Spitulnik, Kaplan Kirsch & Rockwell, LLP, 1001 Connecticut Avenue N.W., Suite 800, Washington D.C. 20036.

The notice is filed under 49 CFR 1150.41. If the notice contains false or misleading information, the exemption is void ab initio. The filing of a petition to revoke will not automatically stay the transaction.