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April 4, 2018

VIA E-FILING

Ms. Cynthia Brown
Chief, Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423

Re: Docket No. FD 36178, *Metropolitan Council – Petition for Declaratory Order*

Dear Ms. Brown:

Accompanying this letter for filing in the referenced docket is the Petition for Declaratory Order being filed by the Metropolitan Council, in which the petitioner seeks a ruling from the Board that certain proposed transactions among the Metropolitan Council, Hennepin County Regional Railroad Authority and Soo Line Railroad Company doing business as Canadian Pacific would not require STB authorization and would not result in the Council becoming a rail common carrier. Our check in the amount of $1,400.00 covering the filing fee is being separately hand-delivered to the Board by courier today.

With respect to the filing fee, as explained in the Petition for Declaratory Order, the Metropolitan Council is a non-railroad, political subdivision of the State of Minnesota. Minn. Stat. § 473.123, subd. 1. It is not a "quasi-public corporation." *See* 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) at 2. The Metropolitan Council also has no

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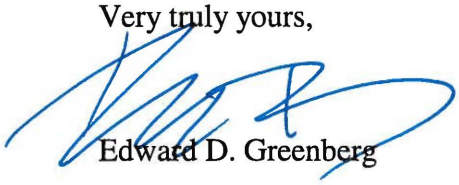
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intention of operating the acquired line as a rail carrier or subsidizing the operations of the TCWR. The Metropolitan Council is therefore clearly a "state or local government entity" for which filing fees are waived pursuant to 49 C.F.R. §1002.2(e)(1). Accordingly, although we have provided our check in order to facilitate and expedite the filing process, we request that the attached filing fee be returned.

Please do not hesitate to contact the undersigned if you have any questions.

Very truly yours,



Edward D. Greenberg

Attachment

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36178

METROPOLITAN COUNCIL – PETITION FOR DECLARATORY ORDER

VOLUME I OF III

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April 4, 2018

EXPEDITED CONSIDERATION REQUESTED

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36178

METROPOLITAN COUNCIL – PETITION FOR DECLARATORY ORDER

I. INTRODUCTION

The Metropolitan Council (the "Council"), a non-railroad, political subdivision of the State of Minnesota, respectfully requests that the Surface Transportation Board ("STB" or "Board") exercise its discretion under 49 U.S.C. § 721 and 5 U.S.C. § 554(e) to remove uncertainty and declare that the transactions described below among the Council, Hennepin County Regional Railroad Authority ("HCRRA") and Soo Line Railroad Company, doing business as Canadian Pacific ("CP"): (1) do not require STB authorization under the line of precedent beginning with *Maine, DOT – Acq. Exemption, Me. Central R. Co.*, 8 I.C.C. 2d 835 (1991) ("*State of Maine*"); and (2) will not result in the Council becoming a rail common carrier.

For the reasons set forth below, the Council respectfully requests that the Board give expedited consideration to this Motion and rule on it on or before May 24, 2018.

II. BACKGROUND

The Council is the regional policy-making body, planning agency, and provider of essential services for the Twin Cities metropolitan region in Minnesota. The Council is managing the planning and future construction of the Southwest Light Rail Transit project ("SWLRT Project") that will, when completed, provide light rail transit service in the cities of Minneapolis, St. Louis

Park, Hopkins, Minnetonka, and Eden Prairie.[1] In order to accomplish this, it will be necessary for the Council to acquire (1) a 2.6-mile segment of rail line and rail right-of-way currently owned by HCRRA that is referred to as the Kenilworth Corridor and (2) a 6.7 mile-long track and rail right-of-way currently owned by CP that is called the "Bass Lake Spur."[2] These two line segments connect in the west with a line of railroad that is owned and operated by Twin Cities & Western Railroad ("TCWR") and in the east with a line owned by BNSF Railway. Although a portion of the SWLRT will be constructed and operated adjacent to these lines, the SWLRT will leave sufficient room on the rights-of-way to support segregated freight rail operations.

The Council does not intend to become a rail carrier and proposes, consistent with the *State of Maine* line of cases, to acquire only the physical assets of these properties with (1) HCRRA retaining a permanent freight easement to provide common carrier service over the Kenilworth Corridor and TCWR and CP retaining overhead trackage rights and (2) HCRRA obtaining from CP a permanent freight easement enabling HCRRA to provide any required freight rail service over the Bass Lake Spur and TCWR retaining overhead trackage rights.

III. DESCRIPTION OF LINE SEGMENTS BEING ACQUIRED

A. Kenilworth Corridor

The Kenilworth Corridor is a 2.6-mile line of freight rail track in Hennepin County that runs from former CNW milepost 13.70 at Cedar Lake Junction in western Minneapolis, MN to former CNW milepost 16.30 near the municipal boundary of Minneapolis, MN and St. Louis Park, MN. The Line was previously owned by Chicago and North Western Transportation Company ("CNW").

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[1] *See* http://metrocouncil.org/Transportation/Projects/Current-Projects/Southwest-LRT.aspx.

[2] A map of the two line segments is attached as Attachment 1.

In 1984, CNW sold certain physical assets of the Kenilworth Corridor, consisting of the land, bridges and buildings, to HCRRA. CNW retained its ownership of the track and ties and was granted an easement by HCRRA so that CNW could continue freight operations over the line. In 1990, HCRRA and CNW entered into an operating agreement providing that in the event CNW discontinued freight rail operations over the Kenilworth Corridor, HCRRA would be obligated to purchase the rail track assets from CNW. Although CNW retained the rights to provide local service over the Kenilworth Corridor, no service was provided due to the absence of any demand. In 1993, CNW entered into a trackage rights agreement with TCWR and CP, granting those railroads overhead – but not local – trackage rights on the Kenilworth Corridor.[3] The trackage rights agreement was subject to the 1990 operating agreement between HCRRA and CNW by which, should CNW discontinue service, HCRRA would assume its common carrier obligation.

Subsequently, in 1994, CNW did seek and obtain authorization from the ICC to discontinue its common carrier service over the Kenilworth Corridor. The ICC authorized the discontinuance in Docket No. AB-1 (Sub-No. 252X), *Chicago and North Western Transportation Company Abandonment and Discontinuance of Service Exemption in Hennepin County, MN*, (served July 15, 1994). Notwithstanding CNW's action, the overhead trackage rights of TCWR and CP remained in place. Shortly thereafter, HCRRA sought clarification from the ICC that its obligation to acquire the track assets from CNW did not also include the assumption of CNW's residual common carrier obligation over the Kenilworth Corridor. The ICC disagreed with HCRRA's position and held that HCRRA would indeed acquire CNW's rights under the trackage rights

[3] CNW's grant of trackage rights to TCWR was approved by the Interstate Commerce Commission ("ICC") in No. 32424, *Twin Cities & Western Railroad Company – Acquisition of Trackage Rights – Chicago and North Western Railroad Company* (served January 6, 1994). CNW's grant of the trackage rights to CP was approved by the ICC in No. 32382, *Soo Line Railroad Company – Trackage Rights Exemption – Chicago and North Western Transportation Company* (served Nov. 22, 1993).

agreement and at least the common carrier obligation to assure that CP and TCWR would be permitted to continue overhead service. The ICC nevertheless, *sua sponte*, issued a decision holding that "we exempt Hennepin [HCRRA] to the extent we can from Subtitle IV of title 49 of the United States Code, permitting it to acquire the line and relieving it from any common carrier obligation when it consummates the transaction."[4] After HCRRA acquired the track assets from CNW, the 1993 trackage rights agreement was subsequently replaced by another agreement, dated August 3, 1998 (the "1998 TRA"), by which HCRRA granted overhead trackage rights over the Kenilworth Corridor to TCWR and CP.[5]

In July, 2002, HCRRA purchased an additional 330 feet of track from CP, which extended the Kenilworth Corridor from milepost 13.70 to milepost 16.30. Docket No. FD 34217, *Hennepin County Regional Railroad Authority – Acquisition Exemption – Soo Line Railroad Company.* In its Notice of Exemption for the acquisition of this segment of track, HCRRA noted that TCWR would be the operator over this segment.[6] Subsequently, HCRRA and TCWR entered into an agreement by which HCRRA agreed to reimburse TCWR for the cost of labor and materials incident to replacing certain of the rail track in the Kenilworth Corridor (the "August 1, 2012 Settlement Agreement").

In the intervening years, TCWR has used its overhead trackage rights on the Kenilworth Corridor in order to connect to other lines of track over which it operates. Although CP has not

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[4] *See* Docket No. AB-1 (Sub-No. 252X), *Chicago and North Western Transportation Company Abandonment and Discontinuance of Service Exemption in Hennepin County, MN*, and Docket No. FD No. 32816, *Hennepin County Regional Railroad Authority – Exemption – From 49 USC Subtitle IV* (served December 20, 1995). The latter docket number was created *sua sponte* by the ICC in the decision.

[5] *See* the discussion in Docket No. FD 33646, *Twin Cities & Western Railroad Co. – Relocation Exemption – Hennepin County Regional Railroad Authority and The Burlington Northern & Santa Fe Railway Company* (served September 1, 1998).

[6] The 1998 TRA was accordingly amended by a supplement dated July 30, 2002, to reflect the acquisition of the additional track.

utilized its overhead trackage rights on the Kenilworth Corridor for a number of years, it still retains those rights and will continue to hold those rights after the close of this transaction. While HCRRA might have a residual common carrier obligation to provide any local service that might be requested on the Kenilworth Corridor, there has been no such request for common carrier service in the intervening 22 years. Indeed, no rail shippers are located along the Kenilworth Corridor.

This acquisition of the Kenilworth Corridor would be accomplished through the Green Line Extension Light Rail Property Transfer Agreement by and between Hennepin County Regional Railroad Authority and the Metropolitan Council ("PTA") (Attachment 2) and a Quit Claim Deed ("Deed"). However, HCRRA will retain a permanent, exclusive and irrevocable freight rail easement on and over the Kenilworth Corridor; a copy of that draft HCRRA Freight Rail Operating Easement and Consent to LRT ("Consent to LRT").[7] These instruments have been prepared, in part, to ensure that HCRRA would retain an exclusive, permanent and irrevocable freight rail easement to provide common carrier service on and over the Kenilworth Corridor and be able to ensure that TCWR and CP would be able to exercise their trackage rights.[8] In addition, these documents make it clear that the Council will not unreasonably interfere with or restrict common carrier operations over the Kenilworth Corridor, or the ability of TCWR or CP to operate pursuant to their trackage rights.[9]

B. Bass Lake Spur

The Bass Lake Spur, which is also in Hennepin County, extends from Tower E-14 (milepost 435.06) near Hopkins, MN to milepost 428.38 in St. Louis Park, MN and includes the

[7] The Deed and Consent to LRT are attachments to and part of the PTA (Attachment 2).

[8] See Consent to LRT (Exhibit _ to Attachment 2), Recital C and §2.1.1.

[9] Id., § 2.2.2.

connecting track between the Bass Lake Spur and CP's MN&S Spur in St. Louis Park ("Connecting Track"). At its east end, the Bass Lake Spur connects with the Kenilworth Corridor. As stated earlier, together, these two line segments (namely, the Bass Lake Spur and the Kenilworth Corridor) form a continuous rail line that connects in the west with a line of TCWR and in the east with a line owned by BNSF Railway Company.

CP originally acquired the Bass Lake Spur in 1986 when it purchased the assets of the former Chicago, Milwaukee, St. Paul and Pacific Railroad (the "Milwaukee Road"). In 1991, as part of a transaction in which CP sold tracks west of the Tower E-14 to TCWR, CP granted overhead trackage rights on the Bass Lake Spur (the "CP TRA") to TCWR. (*See* Docket No. FD No. 31912, *Twin Cities & Western Railroad Company – Acquisition and Operation Exemption – Soo Line Railroad Company* (August 8, 1991)). In the intervening years, TCWR has operated over the Bass Lake Spur in order to reach other lines and points of interchange in the St. Paul/Minneapolis terminal. At present only TCWR operates over the Bass Lake Spur; while CP maintains the Bass Lake Spur, it does not currently operate on the line.

Once the route for the SWLRT Project was finalized and approved, the Council entered into negotiations with CP to acquire the physical property along and belonging to the Bass Lake Spur, including a portion of the Connecting Track to CP's MN&S Spur. As is the case with the Kenilworth Corridor, a section of the SWLRT Project will be constructed on the current railroad right of way such that the track will be adjusted in the Bass Lake Spur.

To ensure the continuity of common carrier operations and TCWR's overhead trackage rights, HCRRA will acquire a permanent, exclusive and irrevocable rail freight easement on the line from CP prior to the Council's acquisition of the physical property. In order to do so, HCRRA will file a Notice of Exemption, pursuant to 49 C.F.R. § 1150.31, authorizing it to provide any

requested common carrier service and, through a partial assignment from CP of the CP TRA ("Partial Assignment"), to ensure TCWR's ability to provide its overhead service on the Bass Lake Spur to the extent provided in the CP TRA. Again, the parties have carefully crafted the transaction to ensure that the Council's construction activities and operations of the SWLRT will not cause any undue interference with HCRRA's ability to respond to any request for common carrier freight service or TCWR's overhead operations pursuant to its trackage rights.[10]

The Council's acquisition of the Bass Lake Spur assets would be accomplished through a Real Estate Purchase Agreement between the Council and CP ("REPA") (Attachment 3)[11] and a Quit Claim Deed. In addition, and immediately prior to the consummation of its transaction with the Council, CP will grant HCRRA a permanent, irrevocable and exclusive freight rail easement on and over the Bass Lake Spur including a portion of the Connecting Track discussed above, pursuant to the Bass Lake Spur Freight Rail Easement Agreement ("Easement Agreement").[12] As is the case with the Kenilworth Corridor, these instruments have been prepared, in part, to ensure (1) that HCRRA will have permanent and adequate rights to ensure the provision of any required common carrier service on and over the Bass Lake Spur, and (2) that the Council will not unreasonably interfere with or restrict TCWR's overhead operations on the line to the extent provided in the CP TRA.

[10] See for example Attachment 3 at its Exhibit C, Easement Agreement, §§ 7.2 & 7.3.

[11] Although this agreement has been signed by the Council and CP, the Council will not consummate the transaction unless and until the Board has (1) determined that the transfer of this property does not require Board approval and (2) approved HCRRA's acquisition of the freight rail easement and the associated common carrier rights and obligations. (Attachment 3, §3.2.)

[12] The Quit Claim Deed, Easement Agreement and Partial Assignment are exhibits to and part of the REPA (Attachment 3).

C. Track Adjustment

Once constructed, the planned extension of the SWLRT will run adjacent to the freight rail on a portion of the Bass Lake Spur and the entire Kenilworth Corridor right-of-way. The planned construction of the SWLRT Project includes the adjustment of portions of the freight rail track on the Kenilworth Corridor and Bass Lake Spur, including replacement of the north half of the Connecting Track with a replacement connection to CP's MN&S Spur via new track called the Southerly Connector.[13] Those adjustments will take place after closing of these transactions, and at its greatest extent will result in adjusting the freight trackage by no more than 48 feet from its present location. The adjustment will not, however, alter the milepost designations that were identified in the proceedings before the Interstate Commerce Commission by which HCRRA and CP, respectively, were authorized to operate over the Kenilworth Corridor and the Bass Lake Spur. Board approval for the minor planned track adjustment will not be required since it will not extend the territory or markets that HCRRA, CP, or TCWR serve. *See Tex. & Pac. Ry. v. Gulf, Colo. & Santa Fe Ry.*, 270 U.S. 266, 278 (1925); *BNSF Ry. – Petition for Declaratory Order*, Docket No. FD 35164, (served May 20, 2009) (slip op. at 8); *Denver & R.G.W.R. Co. – Jt. Proj. – Relocation Over BN*, 4 I.C.C. 2d 95, 97 (1987).

Applying the *State of Maine* case law discussed in the following section to the material facts of this transaction, the Council is requesting assurance from the Board that this transaction does not require STB approval and does not confer common carrier status upon the Council.

[13] The freight operating easements that HCRRA is retaining on the Kenilworth Corridor and is acquiring on the Bass Lake Spur contemplate and authorize this adjustment of portions of the track and the subsequent revision of the freight rail easements to reflect the adjustments to the easement areas. *See* HCRRA Consent to LRT, § 2.2.3 (Exhibit __ to Attachment 2); Easement Agreement, §7.3 (Attachment 3 and its Exhibit C).

IV. DISCUSSION

Pursuant to 49 U.S.C. § 10901, the Board has exclusive jurisdiction over the acquisition of a railroad line by a non-carrier (including public entities such as the Council), where common carrier rights and obligations also are being transferred. *State of Maine,* 8 I.C.C. 2d at 836-837. Where "no common carrier rights or obligations are being transferred," the Board does not impose the underlying common carrier obligation on the acquiring entity and Board authorization is not required for the transfer of assets. *Id*. at 837. The STB (like its predecessor, the ICC) examines the specific circumstances of the transaction, and the rights being transferred. *See* Docket No. FD 32374, *Los Angeles County Transportation Commission – Petition for Exemption – Acquisition from Union Pacific Railroad Co.* (served July 23, 1996). In a typical line acquisition under Section 10901, the acquiring entity obtains an interest sufficient to provide or ensure the provision of common carrier rail service, and that interest is the basis for the Board's jurisdiction. Docket No. FD 33889, *The State of Texas (acting by and through the Texas Dept. of Transp.)–Acquisition Exemption–West Texas & Lubbock Railroad Co.* (served March 6, 2001).

Applying ICC precedent, the Board has held that under certain circumstances, it will not exercise jurisdiction over a public agency's acquisition of a railroad line, and that the acquisition does not confer common carrier status upon the non-carrier. *See* Docket No. FD 33876, *State of Georgia, Dept. of Transp. – Acquisition Exemption – Georgia Southwestern Railroad, Inc.,* (served July 7, 2000) (applying *State of Maine*.) In *State of Maine,* the Maine Department of Transportation ("MDOT"), acting on behalf of the State, invoked the class exemption and filed a Notice of Exemption to acquire certain railroad physical assets from Maine Central Railroad Company ("MEC"), subject to MEC's retained easement for common carrier railroad operations. MDOT desired to acquire the line's rail assets for potential mass transit use. MEC retained a permanent easement, including rights to operate, maintain, and renew the line. As a result,

MDOT's acquisition of the line's assets did not impair freight railroad operations. The ICC determined that the transaction did not transfer common carrier rights or obligations to MDOT because MEC retained the common carrier obligation through the permanent and unconditional easement, could still fulfill its common carrier obligations, and its operations could not be terminated without ICC approval. Thus, the ICC found "MEC has both the intent and unconditional ability to continue to assume and exercise its common carrier rights and obligations. Under these circumstances we can see no reason to impose upon the purchaser of the underlying rail assets an additional common carrier obligation." *State of Maine,* 8 I.C.C. 2d at 837.

The STB has consistently upheld the policy and rules established in *State of Maine*. For instance, in Docket No. FD 35312, *Massachusetts Department of Transportation – Acquis. Exemption – Certain Assets of CSX Transportation, Inc.* (served May 3, 2010), *aff'd sub nom. Brotherhood of Railroad Signalmen v. STB,* 638 F.3d 807 (D.C. Circuit 2011), two labor unions requested that the STB reexamine the decision of the ICC in *State of Maine.* The labor unions argued that the agency's interpretation of Section 10901 was wrong because: (1) the physical assets of a rail line cannot be separated from the freight line operating rights and common carrier obligation, (2) the sale to a non-carrier of track, track bed and other physical assets used to provide rail service requires the STB's approval whenever the acquiring entity is responsible for maintaining and dispatching the line, and (3) *State of Maine* was contrary to judicial precedent. Those arguments did not convince the Board that its "longstanding interpretation of Section 10901 as reflected in *State of Maine* is impermissible." *Id.* at 5. In affirming that decision, the appellate court stated:

> As we have previously observed, the STB's treatment of the transaction is a sensible one…. By contrast, as the Board points out, the Unions' approach ignores the intended use of the Railroad

> Assets, which is key to determining whether a person is a "rail carrier" subject to the Board's jurisdiction.

638 F. 3rd at 812-13 (citations omitted).

In summary, the STB has consistently applied the principle established in *State of Maine* and its progeny, namely, that an entity such as the Council may acquire the physical assets of a rail line without becoming a common carrier when the transferor retains sufficient interest to operate on the line and to conduct common carrier freight rail operations without undue interference from the acquiring entity.[14]

Importantly, the STB has applied the foregoing principles regardless of whether it is the transferor railroad that would retain the underlying easement and the common carrier obligation or whether that easement and obligation would be conveyed to a third party.

For example, in Docket No. FD 35128, *Port of Seattle – Acquisition Exemption – Certain Assets of BNSF Railway Company* (served October 27, 2008) ("*Port of Seattle*"), the Board utilized the *State of Maine* process in approving a transaction where the Port of Seattle filed a Notice of Exemption under 49 C.F.R. § 1150.31 to acquire the right of-way, track and other physical assets from the BNSF. As part of the transaction, BNSF retained an exclusive easement to conduct freight operations but, prior to closing, was to convey that easement to a third-party operator to provide the freight service. The third-party operator, which was not identified either in the Notice of Exemption or in the Port's motion to dismiss, would obtain STB approval to acquire the common carrier rights prior to commencing rail operations. In determining whether the transaction

[14] *See, e.g.*, Docket No. FD 35905, *City of Woodinville, Wash. – Petition for Declaratory Order* October 7, 2015 and October 7, 2016); Docket No. FD 35892, *Massachusetts Dep't of Transportation – Acquisition Exemption – Certain Assets of CSX. Transportation, Inc.*, (March 16, 2015); Docket No. FD 35943, *Massachusetts Dep't of Transportation – Acquisition Exemption – Certain Assets of Pan Am S. LLC,* (December 3, 2015); Docket No. FD 35653, *Santa Cruz Cty. Reg'l Transp. Commission – Petition for Declaratory Order*, (September 6, 2012); Docket No. FD 35638, *New Jersey Transit Corporation – Acquisition Exemption – Norfolk S. Ry. Co*., (March 26, 2013); Docket No. FD 35812, *Cent. Puget Sound Reg'l Transit Authority Acquisition Exemption – Certain Assets of City of Tacoma in Pierce Cty., Wash*., (October 24, 2014).

fell within the *State of Maine* process, the Board made it clear that the key issue was whether the transferor or some third party had obtained a permanent easement and sufficient interest and control to carry out its common carrier obligation without undue interference from the Port, noting:

> when a carrier selling a rail line retains a permanent easement to permit it to continue to provide common carrier freight service, *or, as here, transfers that easement to a third-party operator*, we have typically declined to assert our jurisdiction. *See State of Maine*, at 836-37 (emphasis supplied).

The Board was clear in the *Port of Seattle* case that the *State of Maine* process was not limited to transactions where the railroad transferring the physical assets itself retained the easement under which common carrier rail service would be provided. Instead, there was no reason to avoid using the procedure just because a party other than the railroad transferring the physical assets would receive the common carrier easement and provide that service. While having a third party become the common carrier, as here with respect to the transaction relating to the Bass Lake Spur segment, is somewhat different than the transaction in *State of Maine*, that is no basis to reject its use.

> [This third-party operator] differs from the more typical *State of Maine* case where the transferor retains the common carrier obligation and transfers the right-of-way and fixed assets. But the principle is the same; as long as the transferor retains, *or the third-party transferee obtains*, the common carrier rights and obligations along with sufficient contractual rights to meet those obligations, the acquisition of the right-of-way is not a transaction requiring Board authorization.

Port of Seattle, at 3-4 (emphasis supplied). *See also*, Docket No. FD 35312, *Massachusetts Dept. of Trans., supra*, at 3-4, where the overall transaction reviewed under *State of Maine* principles entailed CSXT conveying its retained freight easement over certain segments of its tracks to a third party short line railroad.

Similarly, in Docket No. FD 35353, *VFRC – Acquisition Exemption – Union Pacific Railroad Company* (served March 1, 2011), the Board stated that "the same [*State of Maine*] standard has applied in the limited number of cases where, as here, the easement has been acquired by a non-public third party." *Id.* at 2.[15]

Accordingly, whether the seller retains the common carrier obligation or it is transferred to a third party, the Board inquiry is the same in determining whether regulatory approval is required for the non-carrier governmental entity to acquire the rail line. Namely, the Board looks to whether the acquirer of the common carrier obligation will have "a sufficient interest and control over the Line to permit it to carry out its common carrier obligation" and whether the entity acquiring the physical property "is acquiring sufficient power over the operation of the Line so as to constitute an acquisition of a 'railroad line' under 49 U.S.C. 10901(a)(3)." *Port of Seattle*, at 3; *VFRC* at 2. Board approval is not required when an acquisition of the physical assets of a rail line is subject to the operating interests of a common carrier sufficient to permit it to carry out its common carrier obligation and the acquiring entity does not gain the ability to unreasonably interfere with the operating carrier's operations. Under these circumstances, the acquiring entity does not become a common carrier subject to Board jurisdiction.

The transactions involved here are similar in all material respects to the transactions described in the decisions discussed above. The Council will acquire certain real property and physical assets from HCRRA and CP but will not acquire any right to (1) conduct common carrier rail operations or to control the common carrier rights being retained by HCRRA on the Kenilworth Corridor or that HCRRA is acquiring on the Bass Lake Spur segment or to (2) control

[15] The Board ultimately concluded that the third party in the *VFRC* case would not have acquired a permanent easement under the terms of its operating agreement with VFRC, and therefore VFRC could not properly invoke the *State of Maine* process. *Id.* at 2-3. Nonetheless, the result would have been different if the third-party operator had acquired a permanent easement that passed muster under *State of Maine* and its progeny.

or unduly interfere with the authorized overhead service provided by TCWR pursuant to the applicable trackage rights agreements (on both segments) or the rights of CP (on the Kenilworth Corridor segment). And, unlike many *State of Maine* transactions that involved shared use of trackage by passenger and freight operations, here the Council's light rail service and the rail freight service by HCRRA, TCWR and/or CP will operate on separate tracks and will simply share a corridor.

Accordingly, the proposed transactions, which are a vital component to an important public project, are consistent with the precedent established in *State of Maine*.

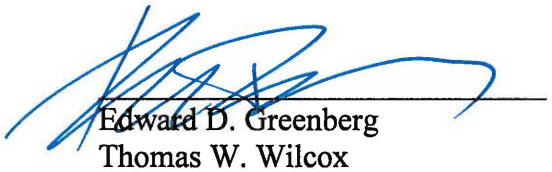
V. EXPEDITED CONSIDERATION REQUESTED

The Council expects to consummate the proposed transaction shortly after the Board's decision on this Petition. The Council asks the Board to issue its determination by May 24, 2018, in order to enable the Council to meet the SWLRT Project's schedule and apply for grant funds from the Federal Transit Administration that are necessary to help fund the SWLRT Project.

VI. CONCLUSION

For the reasons set forth above, the Council requests that the Board issue an order finding that the Council's acquisition of the Kenilworth Corridor and Bass Lake Spur rail tracks will not constitute acquisitions of lines of railroad subject to STB jurisdiction, and that the Council's ownership interest in these properties will not make it a common carrier subject to STB jurisdiction.

Respectfully submitted,



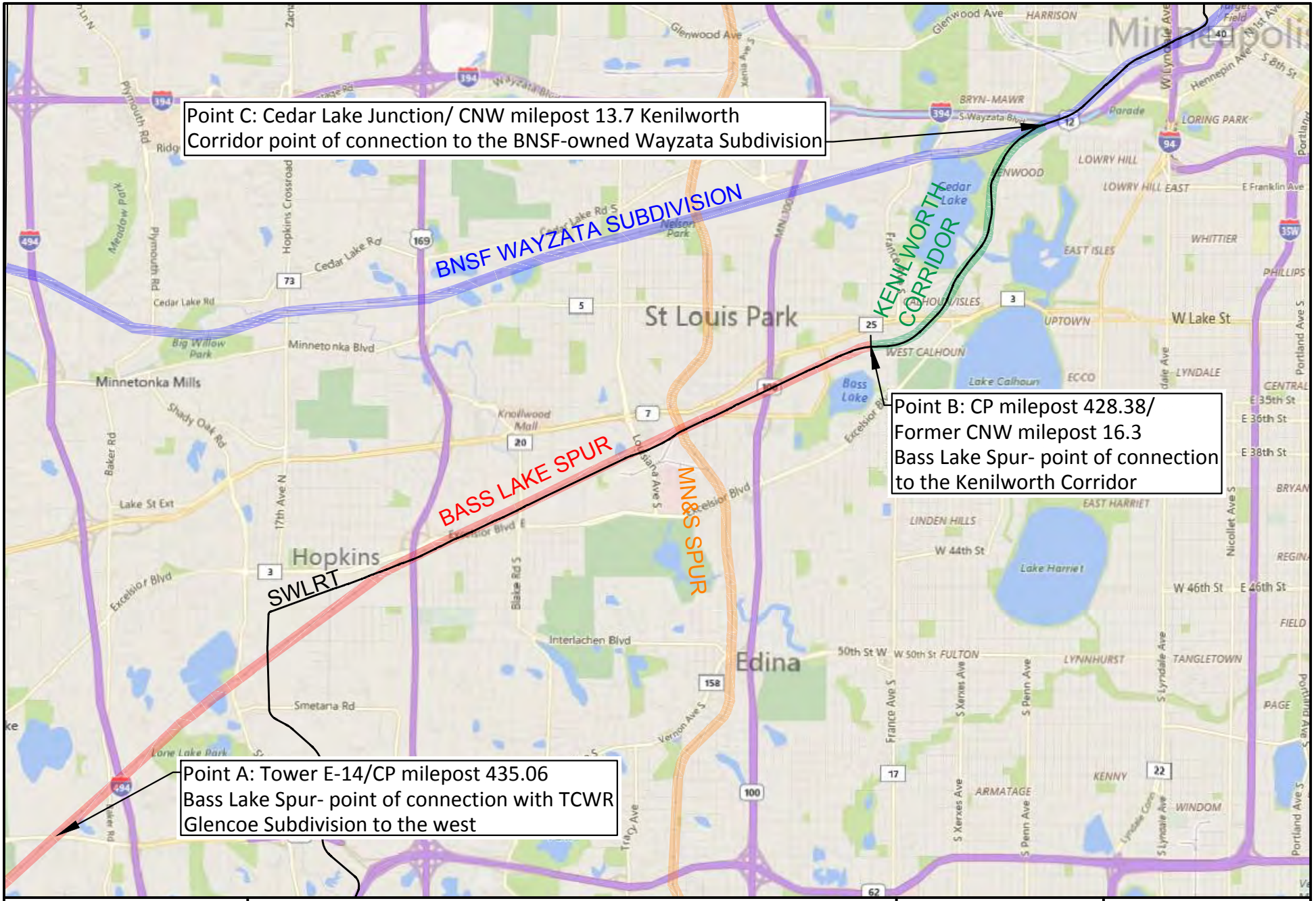
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Telephone: 651-602-1105

Dated: April 4, 2018

Attachment 1: SWLRT Freight Rail Map



SOUTHWEST LRT

LIMITS OF THE CORRIDOR

NORTH

0 2500 5000 10000

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Mar, 29 2018 11:22 am V:\3400_ADC\CAD\FRT\EXHIBITS\TWIN CITIES RR MAP\180329_FREIGHT MAP.dwg By: V-Rasull

Attachment 2: Green Line Extension Light Rail Property Transfer Agreement by and between Hennepin County Regional Railroad Authority and the Metropolitan Council ("PTA")

Council Contract No. 16I030
HCRRA Contract No. A165479

GREEN LINE EXTENSION LIGHT RAIL PROPERTY TRANSFER AGREEMENT BY AND BETWEEN HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND THE METROPOLITAN COUNCIL

This Property Transfer Agreement ("Agreement") is made and entered into by and between the Hennepin County Regional Railroad Authority ("HCRRA") and the Metropolitan Council ("Council"), collectively referred to as the "Parties".

RECITALS

1. HCRRA owns property located in the cities of Minneapolis, St. Louis Park, Hopkins and Minnetonka, as depicted and legally described on the attached Exhibit 1 ("Land"). Exhibit 1 includes a depiction of that part of the Land that is within the Kenilworth Corridor and that part of the Land that is adjacent to the Bass Lake Spur Corridor. To the extent provided in this Agreement, HCRRA has agreed to transfer the Land, the Improvements as defined herein, and associated rights and burdens (the Land, the Improvements and the associated rights and burdens are collectively the "Real Property" all as more specifically set forth in Section 2.1) to the Council, and the Council has agreed to accept the Real Property, in furtherance of an extension of the light rail transit line known as the METRO Green Line (the extension is herein referred to as the "Project" or "LRT"). The transfer is made pursuant to Minn. Stat. § 471.64 and other applicable law.

2. Soo Line Railroad Company, doing business as Canadian Pacific Railway Corporation ("CP") owns certain real property ("Bass Lake Spur Corridor") that CP intends to sell, and the Council intends to acquire for the Project, in conjunction with the Council acquiring the Real Property. The Bass Lake Spur Corridor is identified in the Bass Lake Spur Purchase and Sale Agreement attached as Exhibit 4a.

3. As part of the Project, the Council will construct a permanent bicycle/pedestrian trail, the LRT, and make certain adjustments to the existing freight rail track alignment. For the period that the Project is under construction, the Council will also provide a temporary bicycle/pedestrian trail or detours consistent with the Project contract documents and will allow for the continuation of freight rail service. The right-of-way required for the bike trail ("Bike Trail Parcel") will be utilized by the Project on a temporary basis during construction and then be conveyed, as improved, to HCRRA in fee simple as referenced in Section 3.1.2.

4. The Council's plans and specifications for the freight rail corridors include (1) temporary and permanent adjustments to the existing track alignment within the Kenilworth Corridor as well as onto adjacent property being acquired from one or more other parties, and (2) temporary and permanent adjustments to the existing track alignment within the Bass Lake Spur Corridor to a new track alignment that is variously within property the Council is acquiring for the Project from CP, HCRRA and third parties. The aforementioned adjustments will not change the milepost parameters of the Bass Lake Spur Corridor or the Kenilworth Corridor.

5. The Council's plans and specifications for the temporary bicycle/pedestrian trail, including detours, and the permanent bicycle/pedestrian trail ("Bike Trail"), as generally shown on the attached Exhibit 2, have been reviewed and approved by HCRRA and HCRRA's permittees: Minneapolis Park and Recreation Board and Three Rivers Park District. Those plans and specifications are on file at the Metropolitan Council.

6. HCRRA has delivered to the Council, to the extent HCRRA has and is aware of such materials, copies of any and all contracts, as-built drawings, CAD files, operations and maintenance manuals, permits, plans and specifications, and other records in HCRRA's possession, if any, that will remain in effect with respect to the Real Property from and after the Closing.

7. Based on the as-built dimensions of the LRT, Bike Trail and freight rail, the Council will plat and subdivide the Corridor into defined parcels as generally shown on the attached Exhibit 3. The Council will dedicate, convey or transfer certain parcels to third parties, and as provided herein will transfer without cost certain property rights to Hennepin County or HCRRA.

8. On October 10, 2014, HCRRA and the City of Minneapolis entered into that certain memorandum of understanding ("MOU") related to part of the Real Property. The Council acknowledges that it is taking the Real Property subject to the MOU commitments, which MOU recognizes Twin Cities & Western Railroad Company's ("TCWR") and CP's right to provide overhead freight rail service over the Kenilworth Corridor as provided in the Kenilworth TRA and federal law.

9. The Parties intend to assure that certain freight rail service is maintained in corridors co-located with the Project as provided in Section 2.2. herein to the extent required by federal law.

10. This Agreement is intended to memorialize the Parties' agreements related to the conveyance of the Real Property to the Council.

NOW, THEREFORE, for mutual valuable consideration, including but not limited to the Recitals and exhibits 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:

ARTICLE 1
DEFINITIONS

As used in this Agreement the following terms have the following meaning:

1.1 "Bass Lake Spur Corridor" means the real property and freight rail tracks that extend from Tower E-14 at CP MP 435.06 to the point of connection to the Kenilworth Corridor at Cedar Lake Junction (CP milepost 428.38, former CNW milepost 16.3) in the City of St. Louis Park and also includes the connecting track to the "Camden Line," known locally as the CP MN&S, which has been or will be acquired by the Council for the Project. The Bass Lake Spur Corridor is legally described and shown on the map in Exhibit 4b. To the extent that during or after construction of the Project the freight rail tracks between the two mileposts subject to the Bass Lake Spur Rail Freight Easement are adjusted, as described in Recital 4, onto additional property interests, the legal description of the Bass Lake Spur Corridor will be adjusted accordingly. The Parties will cooperate to amend documents as necessary to reflect any such adjustment and to record any such amendments against the appropriate property.

1.2 "Bass Lake Spur Rail Freight Easement" means that certain freight easement that CP has granted or will grant to HCRRA in connection with the Common Carrier Obligation in the Bass Lake Spur Corridor. The Bass Lake Spur Rail Freight Easement is the easement attached to the Bass Lake Spur Freight Rail Easement Agreement and will be in substantially the form attached as Exhibit 4b hereto. To the extent that during or after construction of the Project the freight rail tracks between the two mileposts subject to the Bass Lake Spur Rail Freight Easement are adjusted, as described in Recital 4, the legal description of the Bass Lake Spur Rail Freight Easement will be adjusted accordingly. The Parties will cooperate to amend documents as necessary to reflect any such adjustment and to record any such amendments against the appropriate property.

1.3 "Bass Lake Spur Trackage Rights Agreement" means the Twin Cities Trackage Rights Agreement to the extent that agreement has been assigned to HCRRA pursuant to the Partial Assignment Agreement.

1.4 "Common Carrier Obligation" shall mean, with respect to the Bass Lake Spur Corridor and the Kenilworth Corridor, the obligations imposed on a rail carrier in the Interstate Commerce Commission Termination Act of 1995.

1.5 "HCRRA Freight Rail Operating Easement and Consent to LRT" means the easement attached to the Quit Claim Deed, or the Substitute Freight Rail Operating Easement and Consent to LRT, all attached as Exhibit 4.

1.6 "JPA" means the Joint and Cooperative Exercise of Powers Agreement that is attached as Exhibit 4c to this Agreement.

1.7 "Kenilworth Corridor" means the real property and freight rail tracks that extend from former CNW milepost 16.3 (CP milepost 428.38) in the City of St. Louis Park, easterly to former CNW milepost 13.7 (BNSF milepost 13.0) at a point of connection with BNSF in the City of Minneapolis. The Kenilworth Corridor is legally described and depicted in attachment I to Exhibit 4. To the extent that during or after construction of the Project the

freight rail tracks between the two mileposts subject to the Kenilworth Freight Rail Easement are adjusted, as described in Recital 4, the legal description of the Kenilworth Corridor will be adjusted as necessary. The Parties will cooperate to amend documents as necessary to reflect any such adjustment and to record any such amendments against the appropriate property.

1.8 "Kenilworth Freight Rail Easement" means the non-exclusive railroad easement granted by HCRRA to TCWR as attached to the Kenilworth TRA. To the extent that during or after construction of the Project the freight rail tracks between the two mileposts subject to the Kenilworth Freight Rail Easement are adjusted, as described in Recital 4, the legal description of the Kenilworth Freight Rail Easement will be adjusted as necessary. The Parties will cooperate to amend documents as necessary to reflect any such adjustment and to record any such amendments against the appropriate property.

1.9 "Kenilworth TRA" means that certain Trackage Rights Agreement Between Soo Line Railroad Company, Twin Cities & Western Railroad Company and Hennepin County Regional Railroad Authority entered into on August 10, 1998, denominated HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July 30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012, all attached hereto as Exhibit 4d.

1.10 "Partial Assignment Agreement" means that Partial Assignment Agreement for the Bass Lake Spur Trackage between HCRRA and CP regarding the Twin Cities Trackage Rights Agreement. The Partial Assignment Agreement is attached as Exhibit 4e hereto.

1.11 "Quit Claim Deed" means the quit claim deed attached as Exhibit 5.

1.12 "STB" means the federal Surface Transportation Board or any successor entity.

1.13 "Substitute Freight Rail Operating Easement and Consent to LRT" means the Substitute Freight Rail Operating Easement and Consent to LRT referenced in the HCRRA Freight Rail Operating Easement and Consent to LRT attached to the Quit Claim Deed.

1.14 "Twin Cities Trackage Rights Agreement" means the Twin Cities Trackage Rights Agreement dated July 26, 1991, between CP and TCWR, 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, The Twin Cities Trackage Rights Agreement is attached as Exhibit 4f hereto.

ARTICLE 2
REAL PROPERTY CONVEYANCE

2.1 Property Interests to Be Transferred. Through the Quit Claim Deed, HCRRA agrees to convey to the Council, and the Council agrees to accept, all of HCRRA's rights, duties, obligations, costs, liabilities, and burdens in (1) the Land, (2) improvements and fixtures constructed or located on the Land ("Improvements"), and (3) all agreements, easements, rights, hereditaments, and appurtenances belonging to or inuring to the benefit of or pertaining to the Land or the Improvements (collectively, "Real Property"), except as identified therein and as provided in Section 2.2.

2.2 Provisions Relating to the Continued Operation of Freight Rail Service. This Agreement reflects and incorporates the following decisions relative to continued freight rail service in Kenilworth Corridor and the Bass Lake Spur Corridor, and as those corridors and tracks within them may be adjusted as specified herein:

2.2.1 In conjunction with the Closing, HCRRA will have the Common Carrier Obligation in the Kenilworth Corridor.

2.2.2 In conjunction with the Closing, HCRRA will continue to be a party to the Kenilworth TRA, and HCRRA will continue to be a party to the Kenilworth Freight Rail Easement.

2.2.3 In conjunction with the Closing, HCRRA will reserve the HCRRA Freight Rail Operating Easement and Consent to LRT.

2.2.4 In conjunction with the Closing, and the Council's acquisition of the Bass Lake Spur Corridor from CP, HCRRA will have the Common Carrier Obligation related to freight rail service over the Bass Lake Spur Corridor.

2.2.5 In conjunction with the Closing and the Council's acquisition of the Bass Lake Spur Corridor from CP, HCRRA and CP will have entered into and shall have recorded the Bass Lake Spur Freight Rail Easement Agreement.

2.2.6 In conjunction with the Closing and the Council's acquisition of the Bass Lake Spur Corridor from CP, HCRRA and CP shall enter into and have recorded the Partial Assignment Agreement.

2.2.7 In conjunction with the Closing, and in consideration of HCRRA's undertakings in items 2.2.1 through 2.2.6 and 2.2.8 herein, the Council has entered into and agreed to be bound by and perform the obligations of the JPA. HCRRA will maintain its responsibilities as identified in items 2.2.1 through 2.2.6 in this Section 2.2 as provided in the JPA.

2.2.8 HCRRA consents that the Council's filings with the STB may reflect items 2.2.1 through 2.2.7 in this Section 2.2.

2.3 Closing. The closing of the property transfer identified in 2.1 ("Closing") shall be held on a date ("Closing Date") designated by the Council that is within 10 business days after this Agreement is fully executed.

2.3.1 Closing Documents. On the Closing Date, HCRRA shall execute and deliver to the Council the following (collectively, "HCRRA's Closing Documents"):

A. The Quit Claim Deed.

B. Assignment of Contracts. An agreement assigning the contracts identified in Exhibit 6.

C. Well Disclosure Certificate. If there are "Wells" as defined by Minn. Stat. § 103I.005, subd. 21, a Well Disclosure Certificate in the form required by law.

D. Storage Tanks. Any affidavit required by Minn. Stat. § 116.48.

E Individual Sewage Treatment Systems. Any disclosure statement required by Minn. Stat. § 115.55.

2.4 Contingency. The Parties' obligation to proceed to Closing is subject to the non-occurrence of any legislative or judicial action or other event which prevents or substantially delays the financing and/or construction of the Project from going forward.

2.5 Prorations. HCRRA and the Council agree to the following allocation of costs regarding this Agreement:

2.5.1 Title Commitment. If the Council chooses to obtain a title commitment, it will pay all costs related thereto including all title examination and search fees.

2.5.2 Recording and Recording Fees. The Council shall pay any and all applicable deed taxes, transfer taxes, excise taxes, sales taxes, use taxes, and fees incidental to the transfer of the Property or the recordation or filing of the deeds. The Council will timely record all documents necessary to evidence the transfers contemplated herein; in the event the Council does not do so, HCRRA may do so at the Council's expense.

2.5.3 Real Estate Taxes and Special Assessments. All levied or pending real estate taxes or payments in lieu of taxation ("Taxes") and special assessments, including street maintenance charges and annual storm sewer charges ("Assessments") payable in the years prior to the year in which the Closing occurs shall be paid by HCRRA unless the payment of the same has been assumed by a tenant under the contracts in Exhibit 6. Taxes and Assessments payable in the year the Closing occurs shall be prorated to the date of Closing unless the payment of the same has been assumed by a tenant under the leases or in an easement. Except for Assessments levied against the Real Property only benefiting the Bike Trail Parcel, and except as otherwise agreed to by any lessee or easement holder, the Council shall be responsible for the payment of applicable Taxes and Assessments after closing.

2.5.4 Other Costs. All other costs of the Property shall be allocated between HCRRA and the Council as of the Closing Date.

2.5.5 Hennepin County. The Parties agree that Hennepin County shall have no obligations for or arising out of this Agreement, or for the funding of matters arising out of this Agreement, except to the extent that Hennepin County has explicitly agreed to such in a separate agreement.

2.6 "As Is" Acquisition. THE COUNCIL IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS OR STATEMENTS OF HCRRA OR HCRRA'S AGENTS, IF ANY. THE COUNCIL IS ACQUIRING THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS, AND HCRRA MAKES NO WARRANTIES WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED, ENVIRONMENTAL MATTERS AFFECTING OR RELATING TO THE PROPERTY, THE PHYSICAL CONDITION OF THE REAL PROPERTY, OR THE FITNESS OF THE REAL PROPERTY FOR ANY USE OR PURPOSE WHATSOEVER.

2.7 Investigations and Environmental. The Council has conducted a drilling investigation (Phase II Environmental Site Assessment) for the entirety of the Land. Using the results of the drilling investigation, the Council has prepared a Construction Contingency Plan ("CCP") and Response Action Plans ("RAPs") for management of contaminated material that may be encountered during construction of the Project. The Minnesota Pollution Control Agency ("MPCA") has approved the CCP and RAPs. The Council will implement the approved CCP and RAPs to obtain written assurances and liability protections from the MPCA with respect to contaminated material encountered in the Land during construction. The Council will name Hennepin County and HCRRA as successors or assigns to any statutory liability assurance letter(s) received from the MPCA related to the Land.

ARTICLE 3
CORRIDOR SUBDIVISION AND FUTURE CONVEYANCES

3.1 Platting or Subdividing the Corridor. After construction of the Project, the Council will subdivide the Land into the "Council Parcel(s)" and the "Bike Trail Parcel(s)" and create easements, reservations, dedications or other encumbrances roughly in conformance with the attached Exhibit 3. The Council will pay all costs related to the platting or subdivision process including but not limited to: survey work, legal descriptions, preliminary and final plats, recording and administrative costs, Torrens registration proceedings (if applicable), and legal fees. The Parties anticipate the creation of the following:

3.1.1 Council Parcel(s). The Council Parcel(s) will be owned in fee by the Council subject to: rights reserved in the Quit Claim Deed (as may be modified by the Substitute Freight Rail Operating Easement and Consent to LRT); the Kenilworth Freight Rail Easement; the Kenilworth TRA; the Bass Lake Spur Rail Freight Easement and the Partial Assignment Agreement; the Trail Easement as described in 3.1.3; the Fiber Optic Cable Easement as described in 3.1.4; and the Rail and Access Easement as described in 3.1.7.

3.1.2 Bike Trail Parcel(s). The Council will convey fee title to the Bike Trail Parcel(s) to Hennepin County or HCRRA subject to the access easements or rights described in Sections 3.1.5 and 3.1.6. The conveyance will be effectuated through a deed or deeds in the form shown on the attached Exhibit 7.

3.1.3 Trail Easement. The Council will grant a Trail Easement to Hennepin County or HCRRA over portions of the Council Parcel(s) subject to the access easements or rights described in Sections 3.1.5 and 3.1.6. The Trail Easement will be in the form as shown on the attached Exhibit 8.

3.1.4 Fiber Optic Cable Easement. The Council will grant a Fiber Optic Cable Easement to Hennepin County or HCRRA over portions of the Council Parcel subject to the rights retained by the Council. The Fiber Optic Cable Easement will be in the form as shown on the attached Exhibit 9.

3.1.5 Access Easement to the Council over the Bike Trail Parcel(s) and Trail Easement. The Council will dedicate on the plat or reserve onto itself in the Bike Trail Parcel deed(s) and the Trail Easement an access easement or access rights over the land conveyed to Hennepin County or HCRRA. The access easement(s) or access rights will be for the maintenance of the LRT improvements consistent with a subsequent Operations and Maintenance Agreement between the Council and HCRRA ("HCRRA OMA").

3.1.6 Freight Rail Maintenance and Access Easement over the Bike Trail Parcel(s) and Trail Easement. In the conveyance of property back to Hennepin County or HCRRA, the Council will reserve a Freight Rail Maintenance and Access Easement over the Trail Easement and Bike Trail Parcel(s). The maintenance and access easement may provide the Council, TCWR, or other freight rail maintenance providers to access freight rail improvements.

3.1.7 Rail and Access Easement on Council Parcel(s). In accordance with state law and in accordance with the Council's adopted long-range transportation policy plans, the Council will cooperate with HCRRA, Minnesota Department of Transportation, and other entities to develop future commuter rail, intercity passenger rail, high speed rail, and other public rail corridors. The Council will grant, reserve, or dedicate, as applicable, over portions of the Council Parcel(s) a rail and access easement in an area west of Glenwood Bridge to approximately milepost 11.98 to be used for a layover area for Northstar Commuter Rail and to be used for access to a future rail corridor west of the layover area (the "Rail and Access Easement"). The Rail and Access Easement shall run with the land, and the approximate location is shown on the attached Exhibit 10. The Rail and Access Easement shall benefit the land currently being used for Northstar Commuter Rail and the property west of the layover area ("Benefited Property"). The Rail and Access Easement may be used by any entity providing rail service on the Benefited Property.

3.1.8 Trackage Adjustment. Prior to the adjustment of any trackage in the Kenilworth Corridor for construction of the Project as described in Recital 4, the Council will grant to HCRRA the Substitute Freight Rail Easement and Consent to LRT. Prior to adjustment of any trackage in the Bass Lake Spur Corridor for construction of the Project as described in Recital 4, the Council and HCRRA will cooperate to

amend the legal description of the property subject to the Bass Lake Spur Rail Freight Easement to conform to the adjusted alignment.

The conveyances, grants, reservations, and dedications described in Sections 3.1.2 through 3.1.8 shall all be without further consideration from HCRRA, Hennepin County, or the Council. Any surplus parcel dedicated to a third party will be identified on the plat, or conveyed or transferred to HCRRA, Hennepin County, or another third party depending on use. Prior to the statutory approval process for the plat, HCRRA shall approve the plat and approve the initial conveyance of any surplus parcel not retained by the Council.

3.2 Conveyance of Easements and Bike Trail Parcel(s) to Hennepin County or HCRRA.

The Council will convey to Hennepin County or HCRRA the property and easements described in Sections 3.1.2, 3.1.3, 3.1.4, and 3.1.8, no later than 30 days after the Project's revenue service date. For the Bike Trail Parcel(s) identified in Section 3.1.2, the Council will not grant or convey (except for the reservation of easements identified in Sections 3.1.5 and 3.1.6) an interest in the Bike Trail Parcel(s) without HCRRA's or Hennepin County's express written consent. Except as provided in Section 3.1.6. the Council will not grant or convey an interest in the Council Parcel(s) to any third party that would interfere with the intended use and enjoyment of the Bike Trail Parcel(s) or easements identified in Sections 3.1.3 and 3.1.4 without Hennepin Council or HCRRA's express written consent.

3.2.1 Prior to the conveyances to Hennepin County or HCRRA, the Council, at its sole expense, shall have made the improvements consistent with Exhibit 2 to the Bike Trail on the Bike Trail Parcel(s) and Trail Easement.

3.2.2 Prior to the conveyances to Hennepin County or HCRRA, the Council, at Hennepin County's sole expense, shall have made the improvements to the Fiber Optic Cable that is subject to a separate agreement between Hennepin County and the Council.

3.2.3 The Council will provide to Hennepin County or HCRRA, as appropriate and to the extent the Council has and is aware of such materials, copies of any and all contracts, as-built drawings, CAD files, operations and maintenance manuals, permits, plans and specifications, and other records in the Council's possession, if any, that will remain in effect with respect to the conveyances to Hennepin County or HCRRA referenced in Section 3.2 from and after the conveyances.

3.2.4 The Council represents that it has discussed with Federal Transit Administration (FTA) that HCRRA's conveyance as provided in Section 3.1 includes the Property that the Council will subsequently convey to HCRRA after construction of the Bike Trail. The Council has received assurances that the FTA will not impose restrictions on the conveyance of the Bike Trail Parcel(s) because the FTA's real property disposition rules do not apply to temporary conveyances. At the time of the Council's conveyance of the Bike Trail Parcel(s) to HCRRA, the Council will notify the FTA that the temporary use by the Council has expired and has been released. Should FTA require any reimbursement or payment associated with the Council's conveyance, the Council agrees to reimburse the FTA with no cost to HCRRA or Hennepin County.

ARTICLE 4
OPERATIONS, MAINTENANCE, AND CAPITAL REPAIRS

4.1 Operations, Maintenance and Capital Repairs. The provisions of this Section are not intended to place any responsibility, liability or obligations on HCRRA or Hennepin County that are placed on the Council in the JPA. The Parties agree to timely enter into the HCRRA OMA governing the associated uses, maintenance, upkeep and capital repairs. Except as may otherwise be provided in the JPA, and third party responsibilities, the general intent of the Parties is that subject to equitable exceptions, each Party is responsible for its property and improvements.

The HCRRA OMA shall also address the allocation of liability of the Parties to each other for claims or damages arising from the proximity of the LRT and the Bike Trail. Except as may otherwise be provided in the JPA and third party responsibilities, each Party will be responsible for its own acts and omissions; provided that if the Council has procured insurance and/or assumed responsibility for liabilities associated with trail users, the Parties will look to that insurance for payment of any claims covered by the insurance. The Parties agree that the Council insurance is not intended to cover claims of a trail user unrelated to freight rail or light rail operations.

4.2 Utility Easements.

4.2.1 HCRRA has easements with Time Warner/Level 3 (#73-31007), Williams/Level 3 (# 73-51004) and MCI/Verizon (# 7321004), collectively, the "Utilities" or the "Utility Easements," for the placement of fiber optic cable on the Real Property.

4.2.2 The Utility Easements are not recorded against the Real Property.

4.2.3. The Parties agree to the following terms related to the Utility Easements:

A. Contract No. 73-31007 ("Time Warner/Level 3").

i. Time Warner/Level 3 will be assigned to the Council with the property interests described in Section 2.1.
ii. The Time Warner/Level 3 fiber is anticipated to be relocated from its current location on the Real Property to the Bike Trail Parcel(s) to be conveyed to HCRRA as described in Section 3.2.
iii. Any payment(s) due under the easement during the assignment shall be paid to HCRRA and be retained by HCRRA.
iv. Any renegotiation of the Time Warner/Level 3 easement will be at the sole discretion of HCRRA and be retained by HCRRA.

B. Contract No. 73-51004 ("Williams/Level 3").

i. The portion of the Williams/Level 3 easement that is located on the Real Property will be assigned to the Council with the property interests described in Section 2.1.

ii. The Williams/Level 3 fiber is anticipated to be relocated from its current location on the Real Property to the Bike Trail Parcel(s) to be conveyed to HCRRA as described in Section 3.2.
iii. Any payment(s) due under the easement during the assignment shall be paid to HCRRA.
iv. Any Council renegotiation of the Williams/Level 3 easement while under the Council's ownership must be coordinated with and approved by HCRRA.

C. Contract No. 73-21004 ("MCI/Verizon").

i. The portion of the MCI/Verizon easement that is located on the Real Property will be assigned to the Council with the property interests described in Section 2.1.
ii. The MCI/Verizon fiber is anticipated to be relocated from its current location on the Real Property to the Council Parcel(s) that will not be included in the conveyance of the Bike Trail Parcel(s) to HCRRA as described in Section 3.2.
iii. Any payment(s) due under the assigned easement shall be paid to the Council and be retained by the Council.
iv. Any renegotiation of the MCI/Verizon easement will be coordinated by the Parties; however, any terms related to the Council Parcel(s) will be at the sole discretion of the Council and any terms related to the Midtown Greenway will be at the sole discretion of HCRRA.

4.2.4 Except as agreed to in Section 4.2.3, the Council will separately negotiate the terms of any easement or permit with utilities located on the Council Parcel(s) at its sole discretion.

4.2.5 Except as agreed to in Sections 4.2.3 and 4.2.4, at the time of conveyance of the Bike Trail Parcel(s) to HCRRA, HCRRA will assume any contracts from the Council or will separately negotiate the terms of any easement or permit with utilities located on the Bike Trail Parcel(s) at its sole discretion.

ARTICLE 5
CONVEYANCE PRIOR TO REVENUE SERVICE

5.1 Conveyance Prior to Revenue Service. In the unlikely event the Project fails to move forward after the Closing but prior to revenue service, due to any event which prevents the financing and/or construction of the Project, the Parties agree to the following:

5.1.1 The Council will retain all property except as required for the Bike Trail.

5.1.2 The Council will restore property and improvements as necessary to permit and support freight rail service and so that there is a fully functioning bicycle/pedestrian trail of equivalent functionality and quality to the trail prior to HCRRA's conveyance of the Real Property to the Council. The Council will then convey the Bike Trail and improvements to HCRRA or Hennepin County in fee simple without consideration; the Parties agree to work in good faith to draft legal descriptions necessary for the conveyance, consistent with Exhibit 3.

5.1.3 The costs associated with the restoration described in 5.1.2 will first be made using any available Project funds. If Project funds are inadequate to restore the Bike Trail, the Parties agree to meet prior to any restoration to discuss the funding related to the restoration and whether certain Project-related improvements should be removed prior to restoration. The Parties agree to negotiate in good faith.

ARTICLE 6
GENERAL PROVISIONS

6.1. Notices. Any and all notices and demands by any Party hereto to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if (a) personally delivered with a receipt obtained from the person receiving the notice, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (c) via email followed by mail notice, or (d) if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Any notice required or permitted shall properly addressed as follows:

If to the Council:	Regional Administrator Metropolitan Council 390 Robert Street N. St. Paul, MN 55101
If to HCRRA:	Executive Director Hennepin County Regional Railroad Authority A-2300, Government Center 300 South Sixth Street Minneapolis, MN 55487
With Copy to:	County Attorney's Office C-2000, Government Center 300 South Sixth Street Minneapolis, MN 55487
If to Hennepin County:	County Administrator A-2300, Government Center 300 South Sixth Street Minneapolis, MN 55487
With Copy to:	County Attorney's Office C-2000, Government Center 300 South Sixth Street Minneapolis, MN 55487

Notices shall be deemed effective on the earlier of the date of receipt or the date mailed or deposited, as aforesaid; provided, however, that if notice is given by overnight courier, the effective date of such notice shall be one business day after being deposited with such courier. Any Party may change its address for the service of notice by giving notice of such change five (5) days prior to the effective date of such change.

6.2 Miscellaneous. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Real Property. Any amendment to this Agreement or any waiver of any of its terms must be in writing and executed by the Parties. This Agreement binds and benefits the Parties and their successors and assigns. This Agreement has been made under, and shall be governed by, the laws of the State of Minnesota.

6.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.

6.4 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. Further, the Parties found it advantageous and efficient in the course of drafting to exchange drafts and ideas, often without prior confirmation with their respective client entities; accordingly, no previous drafts or comments regarding drafts shall be relevant evidence of the meaning of this Agreement, as executed, or the intent of the Parties.

6.5 Survival Clause. The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the closing and shall not be deemed to have merged into any of the closing documents.

The remainder of this page left intentionally blank.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

METROPOLITAN COUNCIL

Dated: _____ By: _____
Weston Kooistra

Its: Regional Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, a Minnesota Notary Public, do hereby certify that Weston Kooistra, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of the Metropolitan Council.

Given under my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

Reviewed by the
County Attorney's Office

By:_____
Chair of Its Board

_____

Date:_____

Date: _____

And: _____
Deputy/Executive Director

Date:_____

ATTEST: _____
Deputy/Clerk of HCRRA Board

Date:_____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

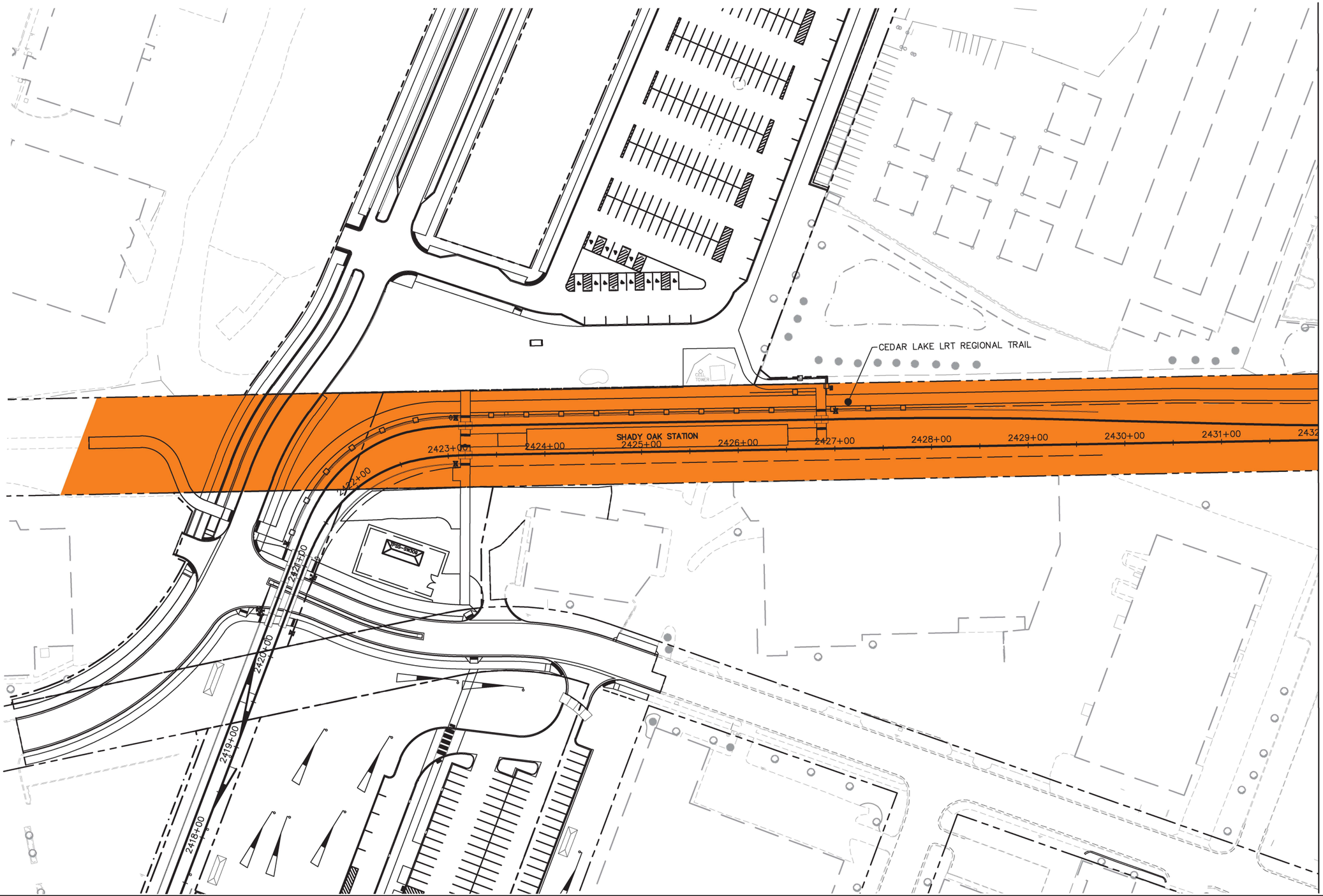
I, the undersigned, a Minnesota Notary Public, do hereby certify that Peter McLaughlin, the Chair of the Board of Commissioners of the Hennepin County Regional Railroad Authority, a local government and political subdivision of the State of Minnesota, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of the Hennepin County Regional Railroad Authority.

Given under my hand and official seal this _____ day of _____, 2018.

_____
Notary Public

EXHIBIT LIST	
Exhibit 1	Depiction and Legal Description of the Land
Exhibit 2	General Depiction of the Bike Trail
Exhibit 3	General Depiction of Subdivided Corridor
Exhibit 4	HCRRA Freight Rail Operating Easement and Consent to LRT
Exhibit 4a	Real Estate Purchase Agreement
Exhibit 4b	Bass Lake Spur Freight Rail Easement Agreement
Exhibit 4c	Joint and Cooperative Exercise of Powers Agreement
Exhibit 4d	Kenilworth Trackage Rights Agreement
Exhibit 4e	Partial Assignment Agreement for Bass Lake Spur Trackage
Exhibit 4f	Twin Cities Trackage Rights Agreement
Exhibit 5	Quit Claim Deed
Exhibit 6	List of Contracts
Exhibit 7	Bike Trail Parcel Deed(s)
Exhibit 8	Trail Easement
Exhibit 9	Fiber Optic Cable Easement
Exhibit 10	General Depiction of Rail and Access Easement

Exhibit 1: Depiction and Legal Description of the Land



MATCH LINE - STA. 2432+00

LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 01 OF 39

Rev 0
10/28/2016

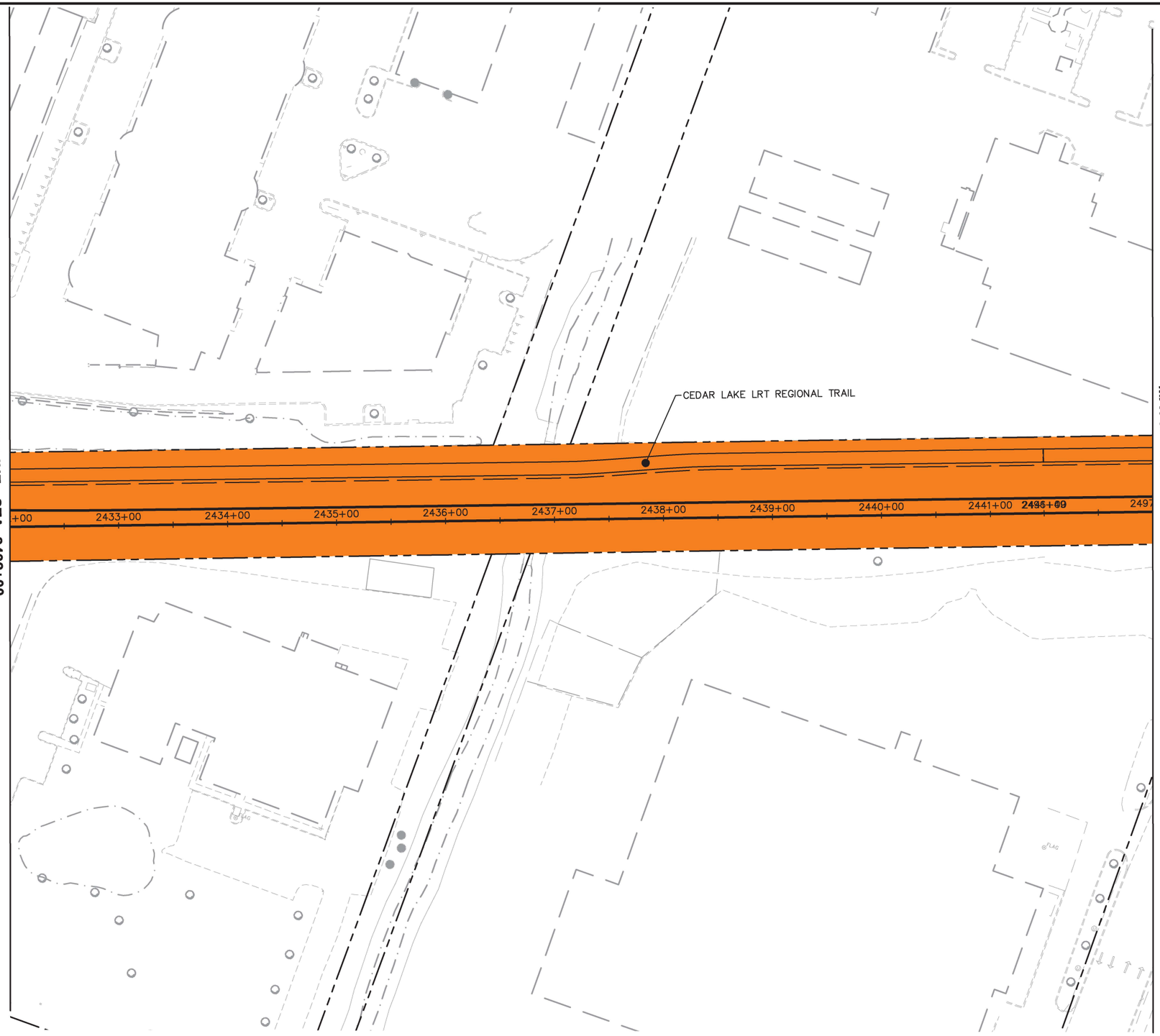
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

LAND PARCEL

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
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10/28/2016

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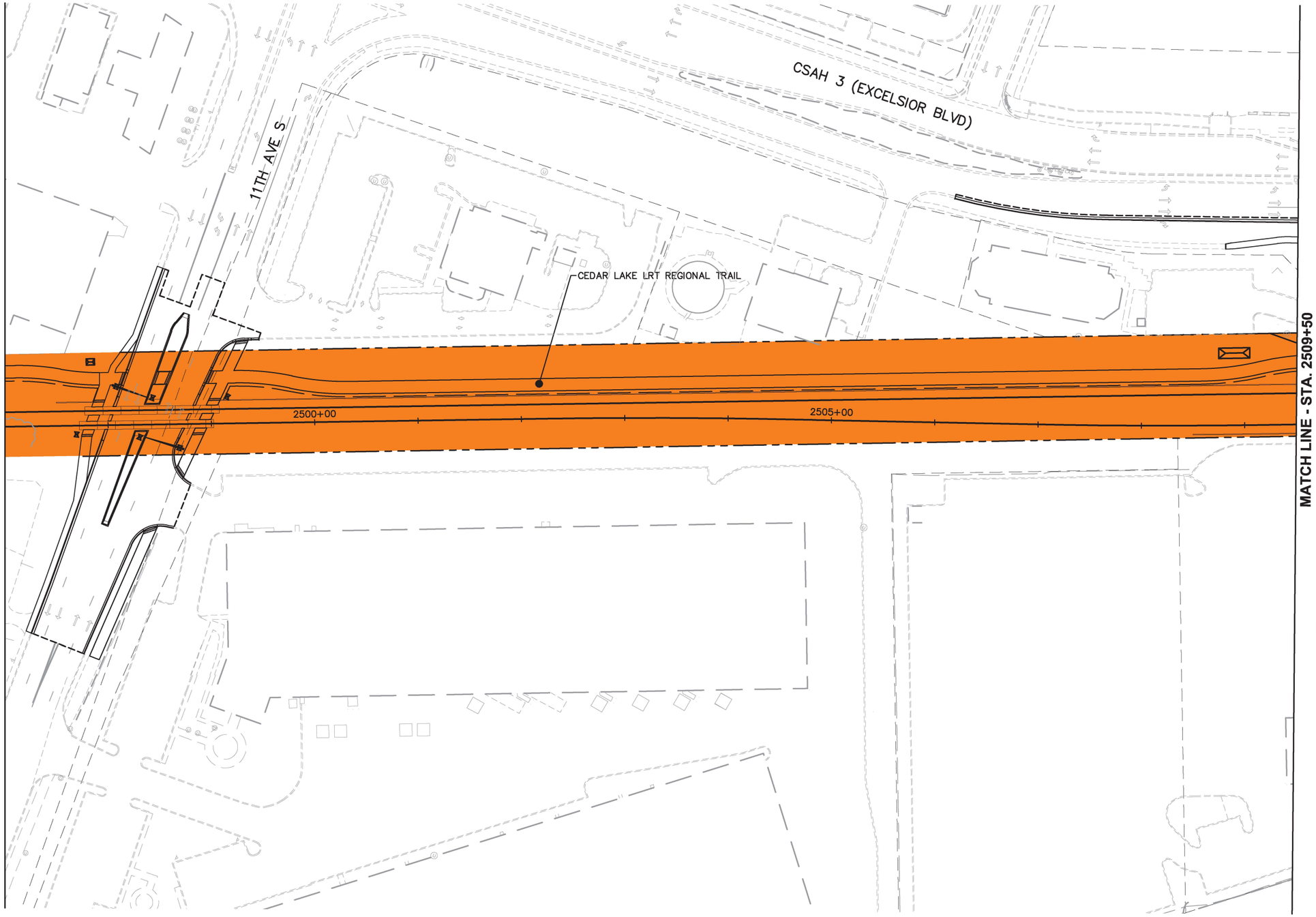
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SOUTHWEST Green Line LRT Extension

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LEGEND

LAND PARCEL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

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EXHIBIT 01
SHEET 03 OF 39

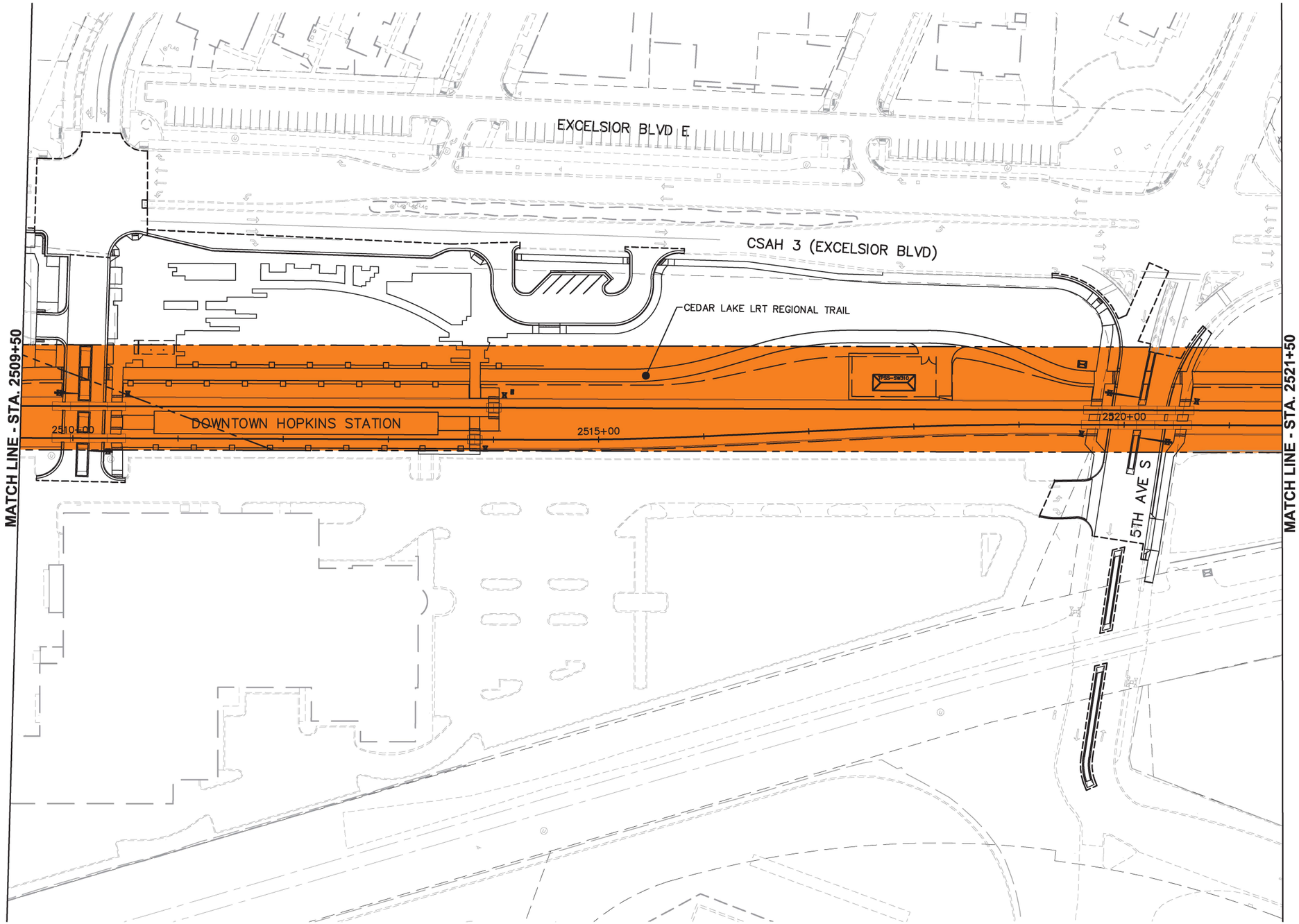
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LEGEND

LAND PARCEL

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SOUTHWEST Green Line LRT Extension

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EXHIBIT 01
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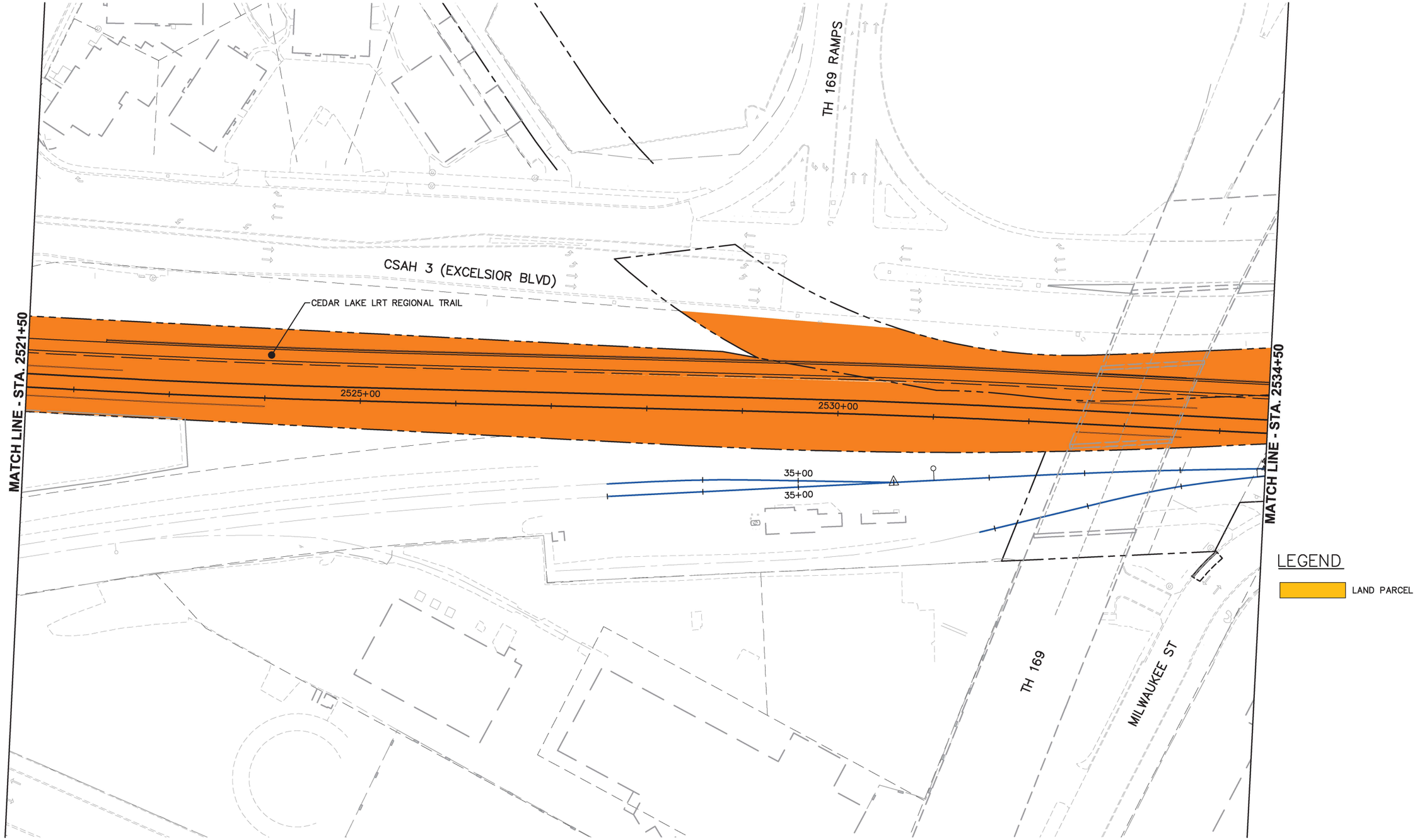
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Green Line LRT Extension

SOUTHWEST LIGHT RAIL

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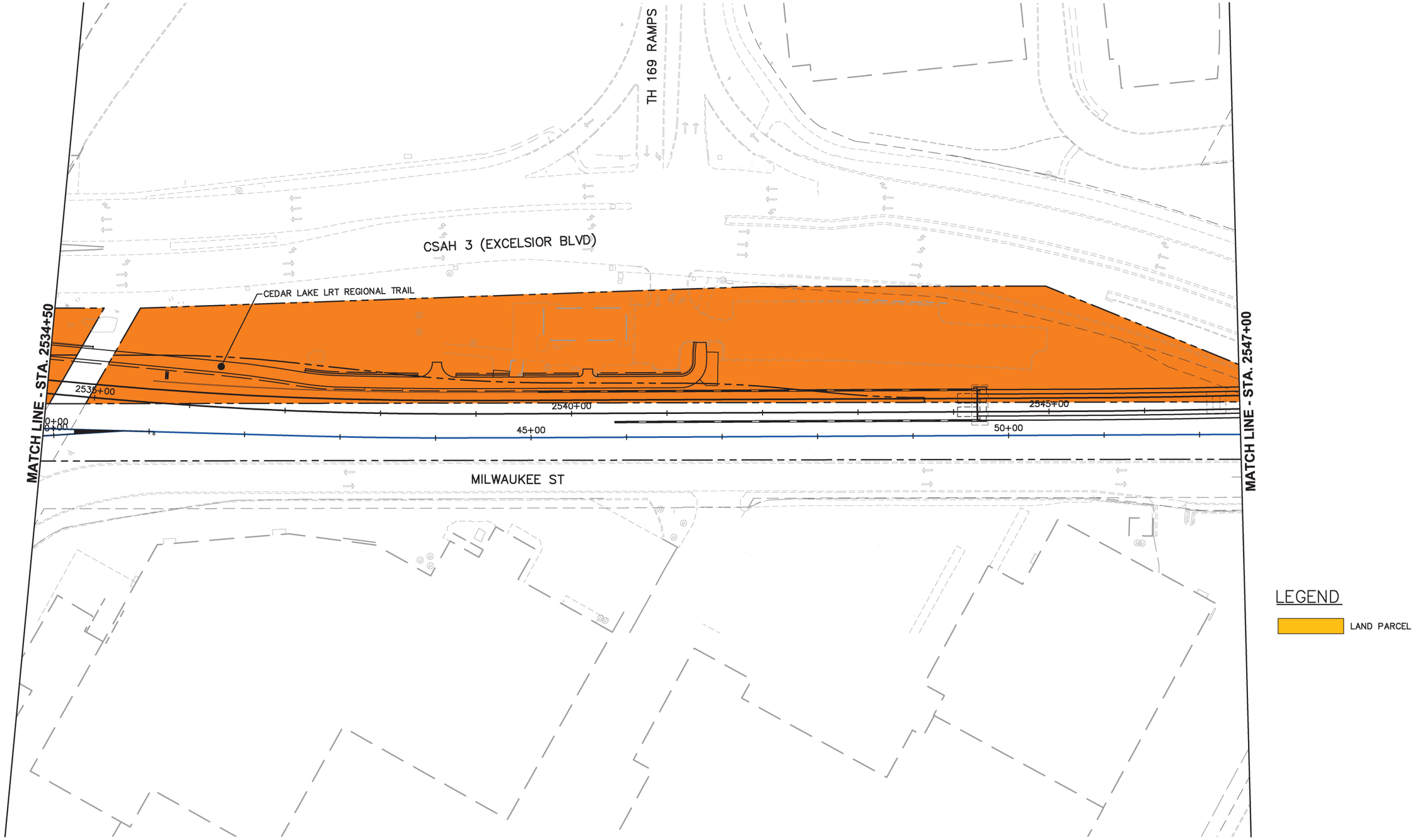
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SOUTHWEST Green Line LRT Extension

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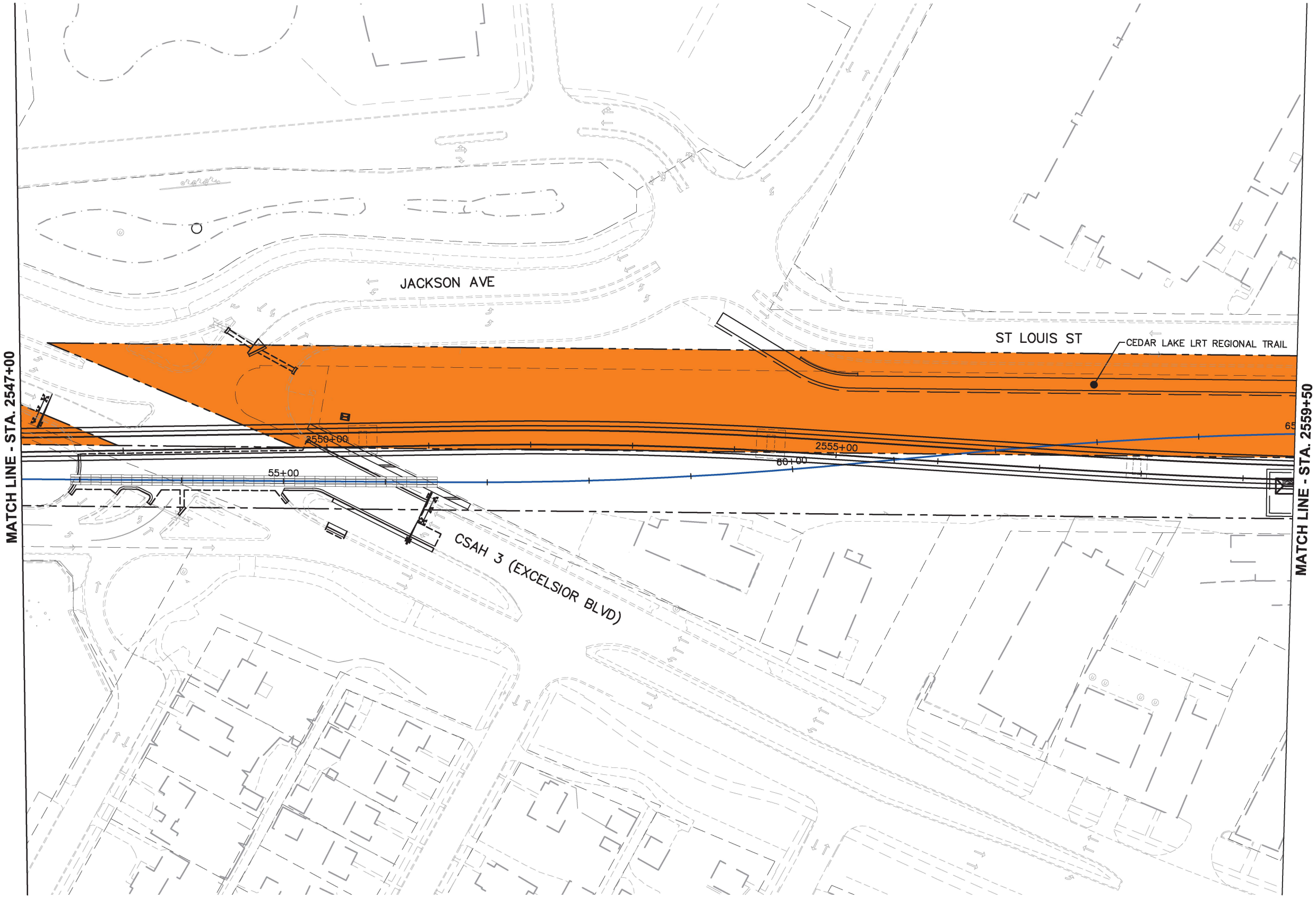
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

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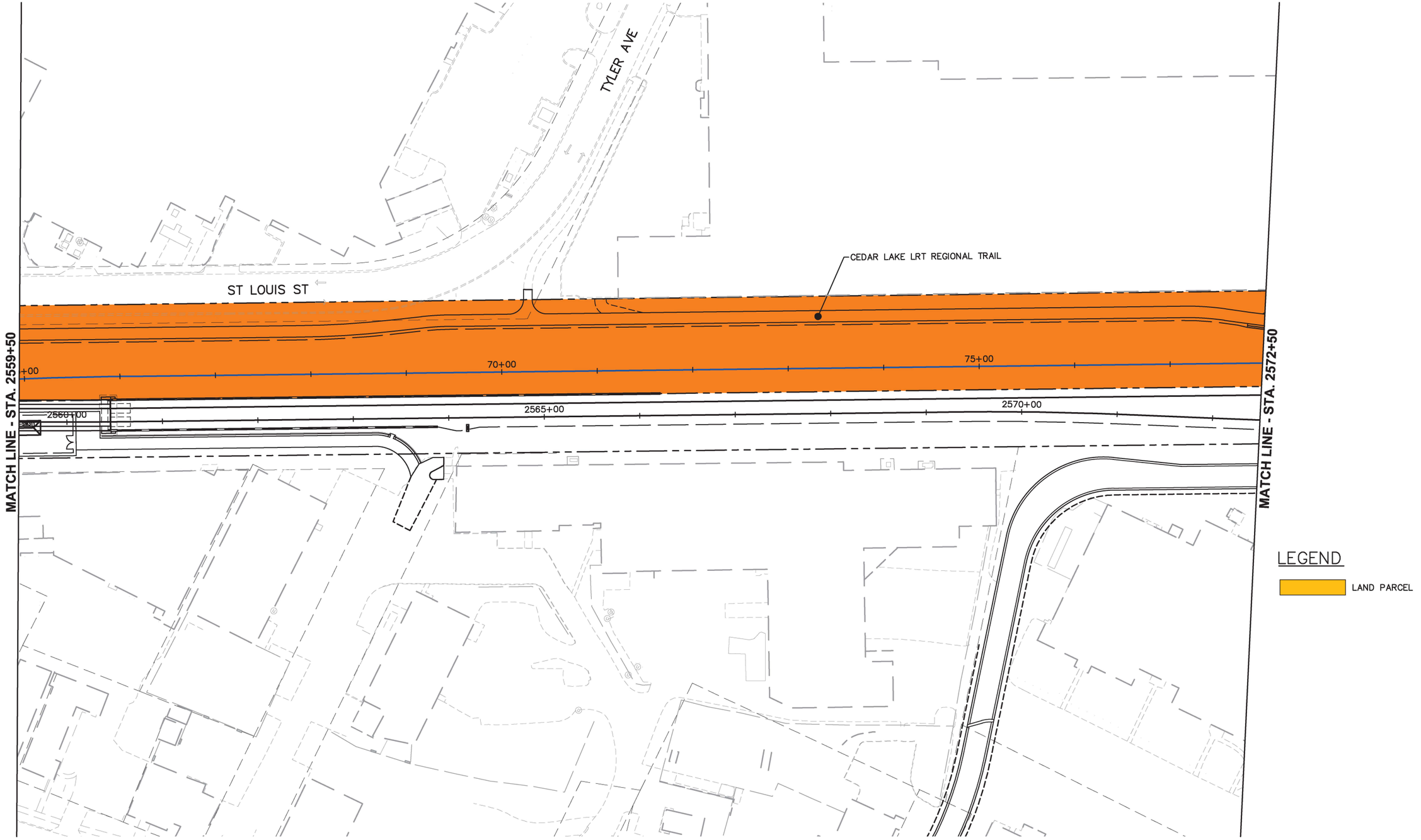
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EXHIBIT 01
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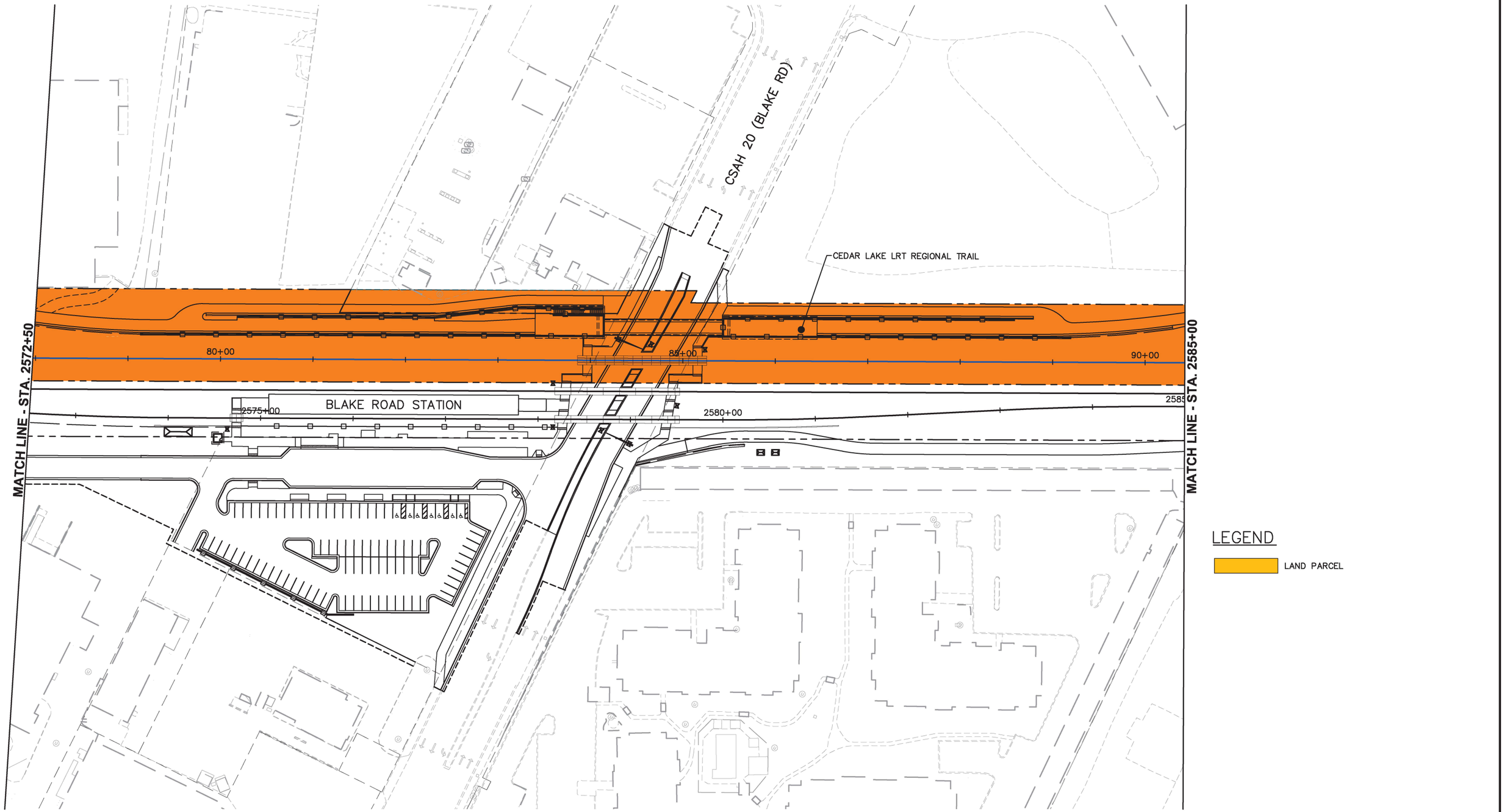
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SOUTHWEST Green Line LRT Extension

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
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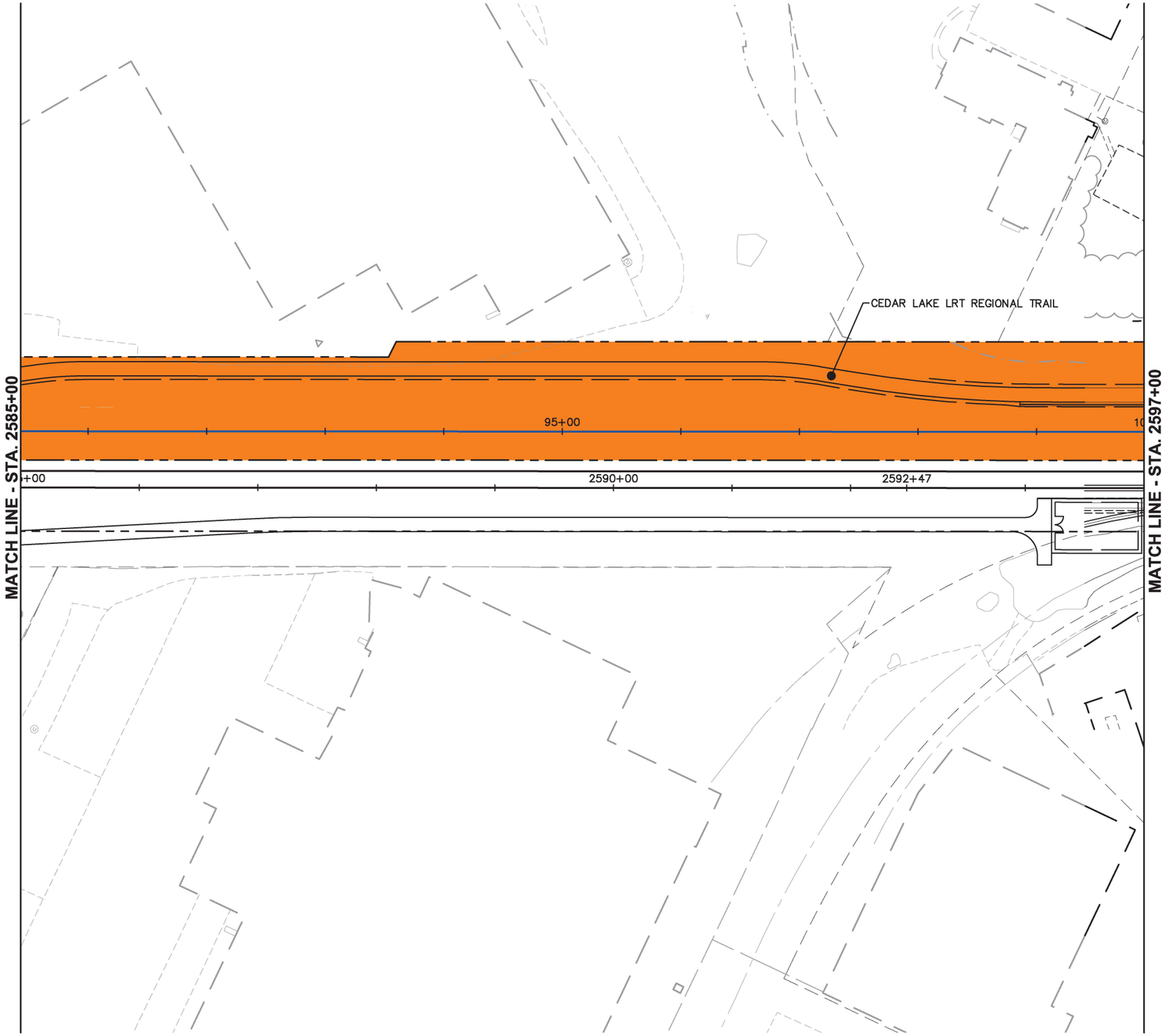
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

LAND PARCEL

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 10 OF 39

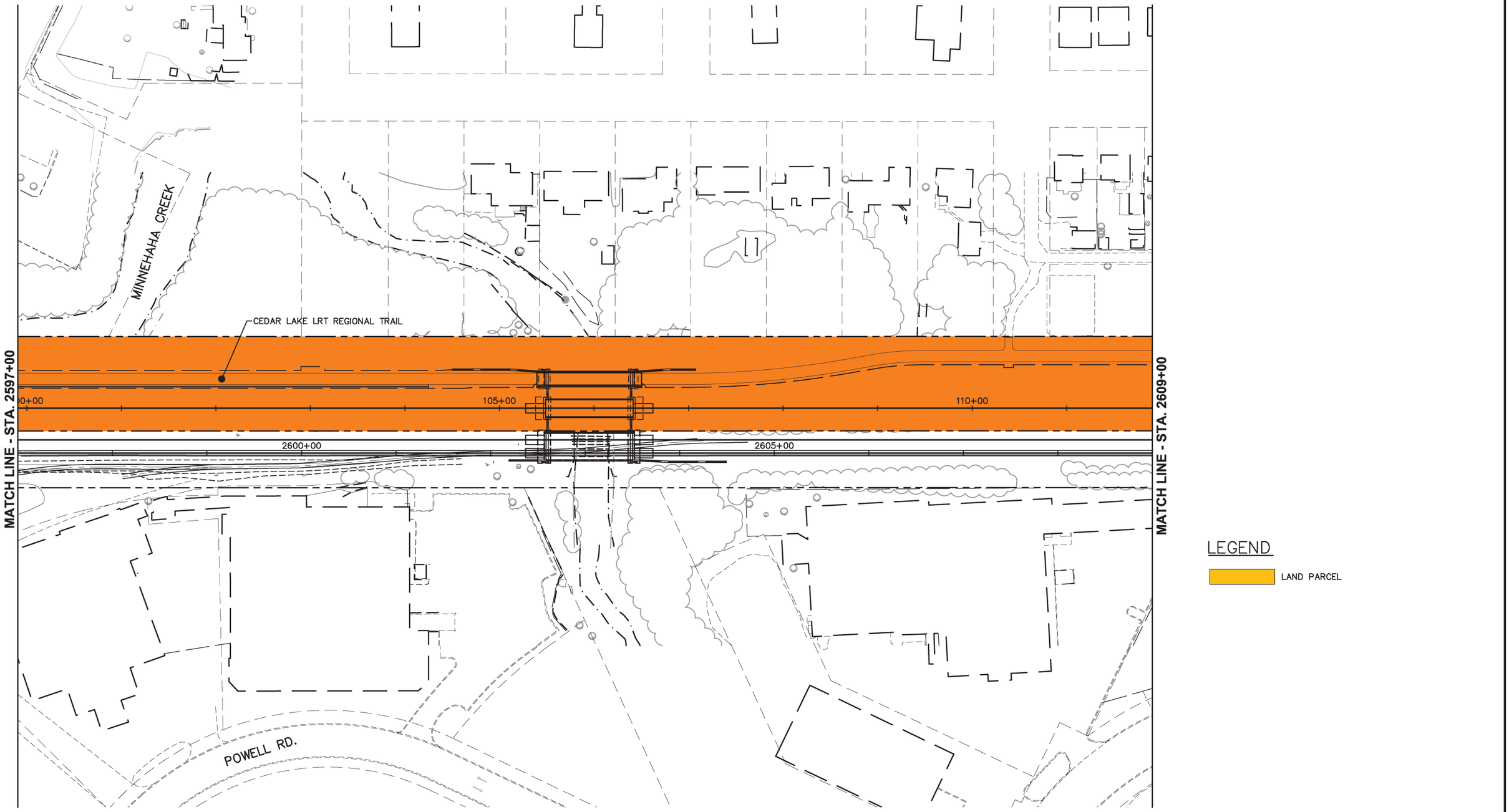
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METROPOLITAN COUNCIL

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

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EXHIBIT 01
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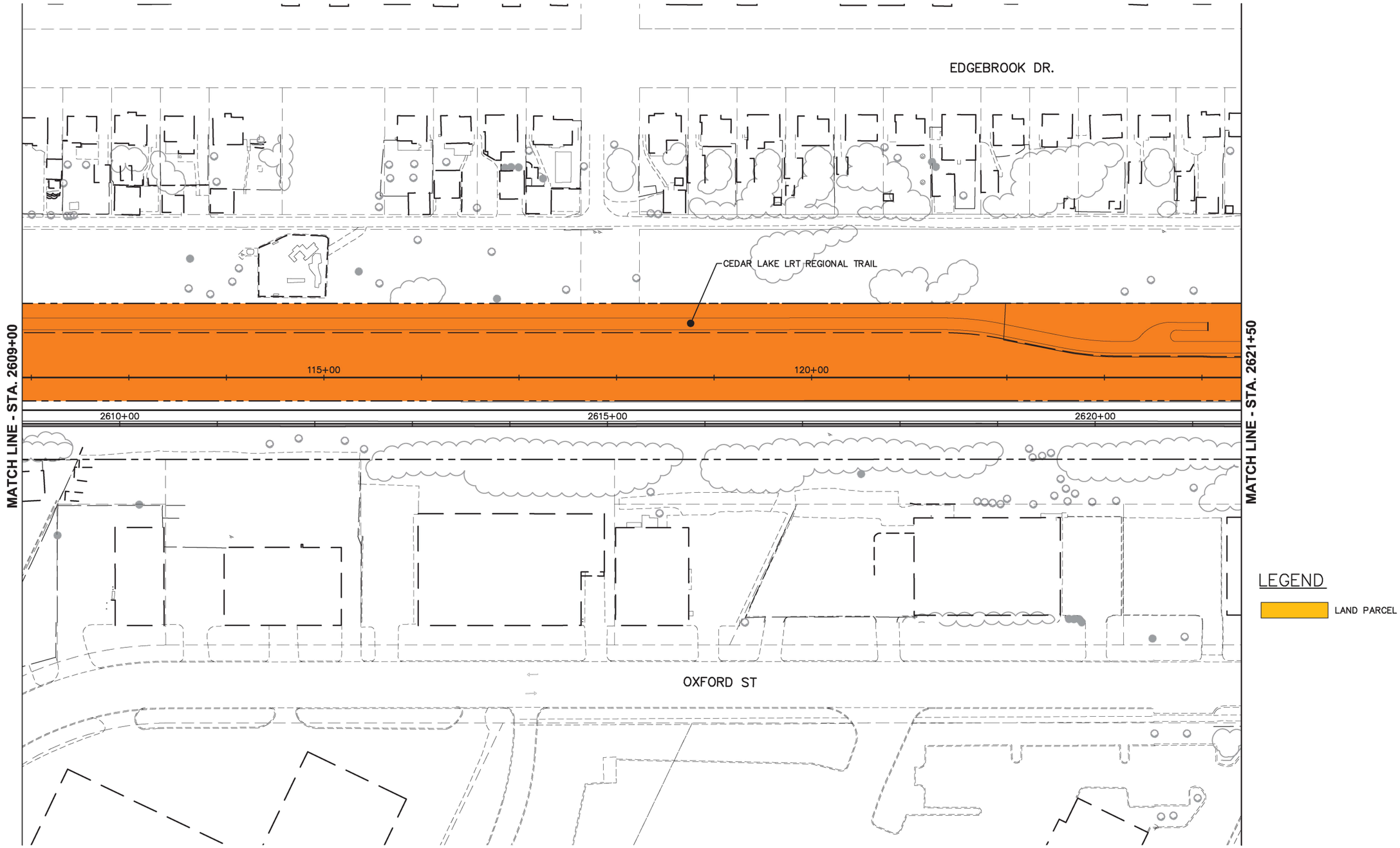
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EXHIBIT 01
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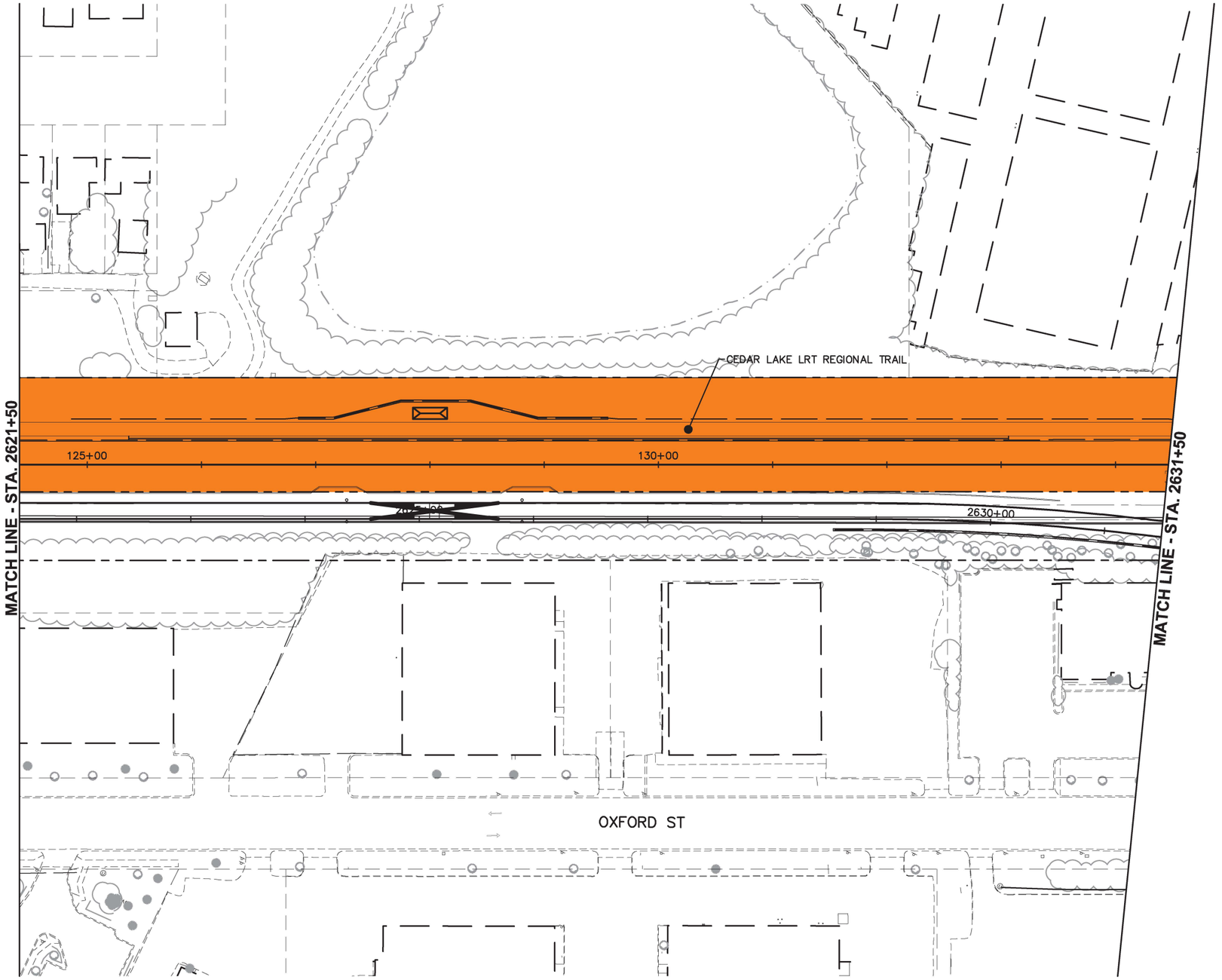
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LEGEND

LAND PARCEL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 13 OF 39

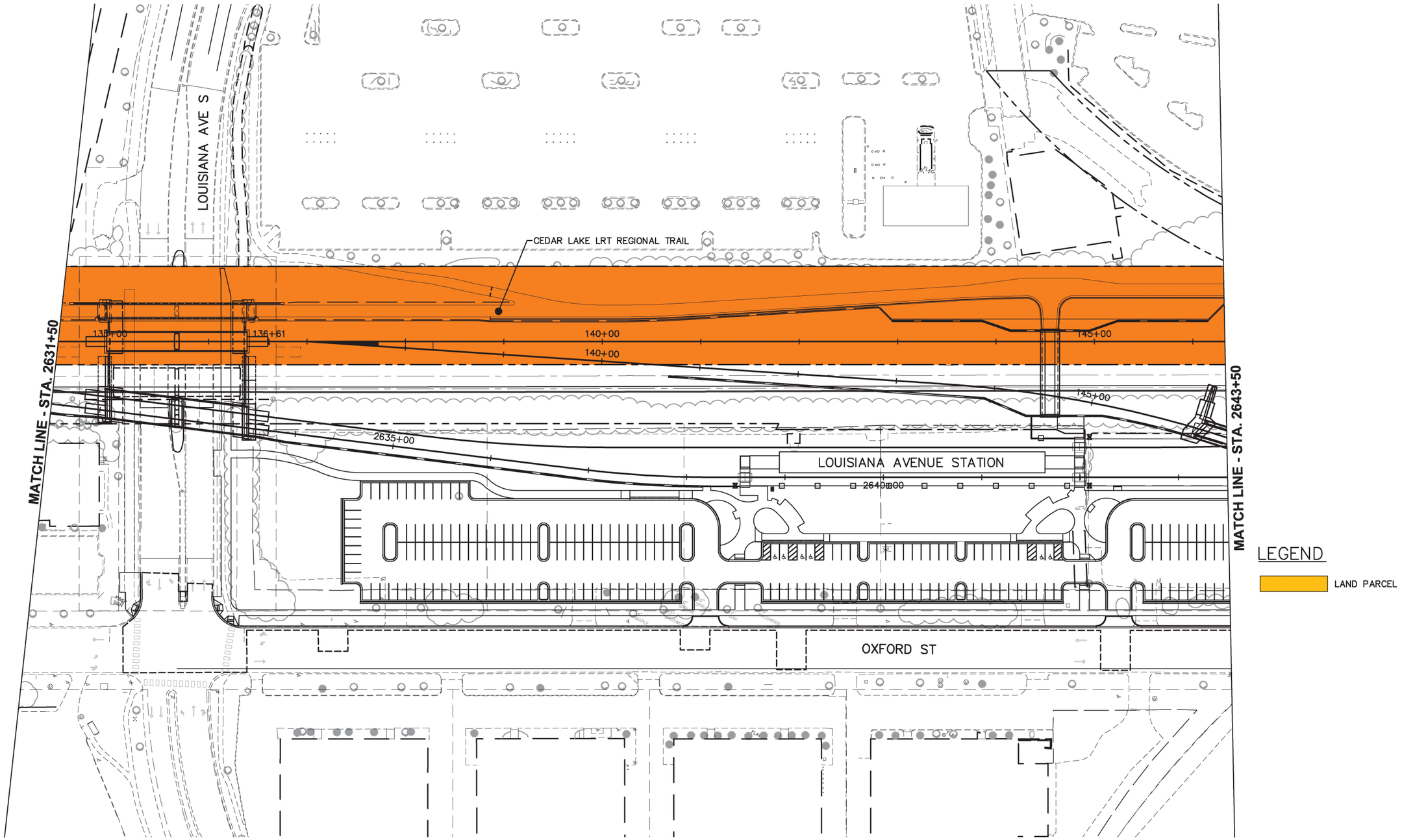
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 14 OF 39

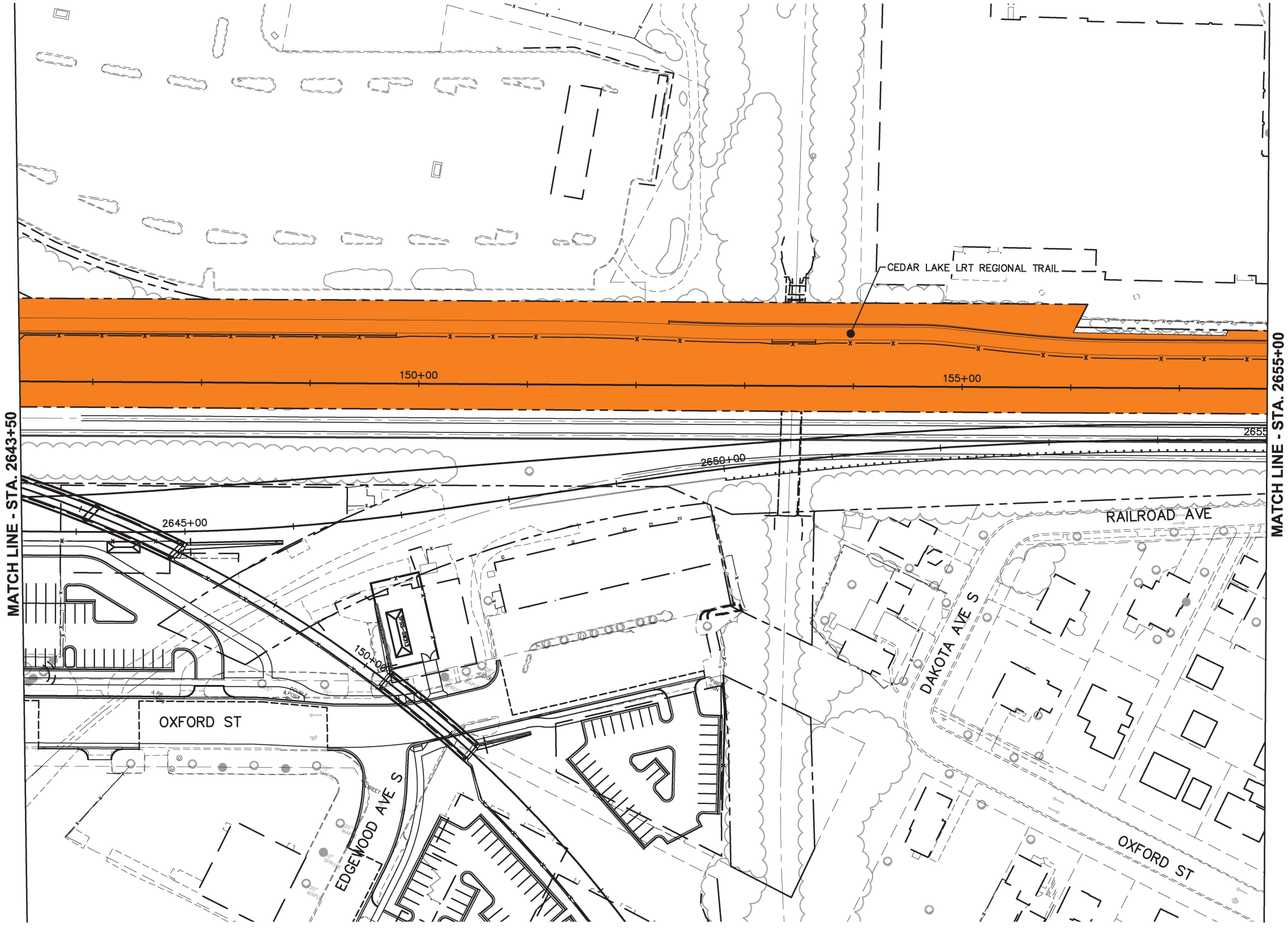
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METROPOLITAN COUNCIL

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LEGEND

LAND PARCEL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 15 OF 39

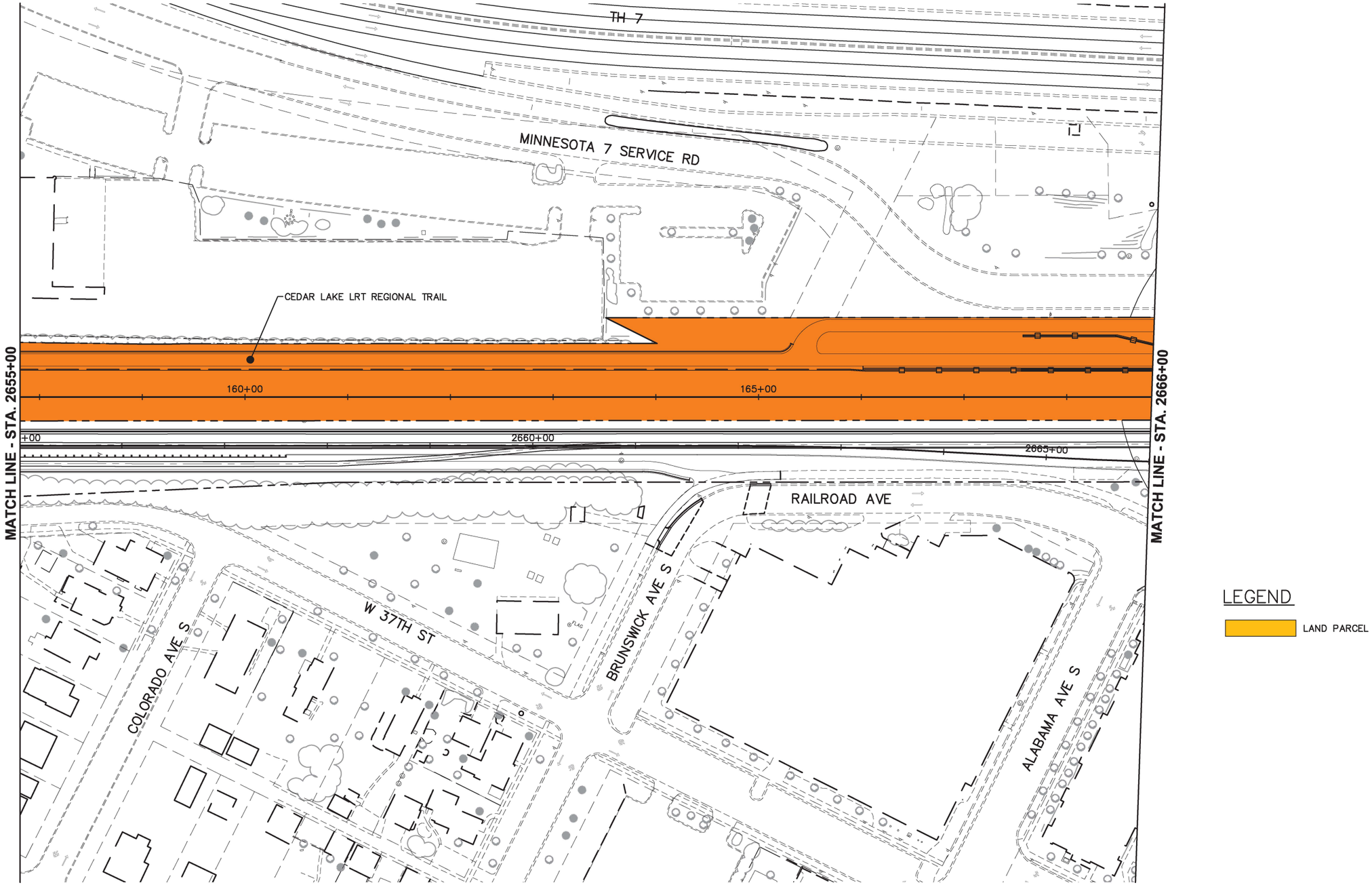
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METROPOLITAN COUNCIL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
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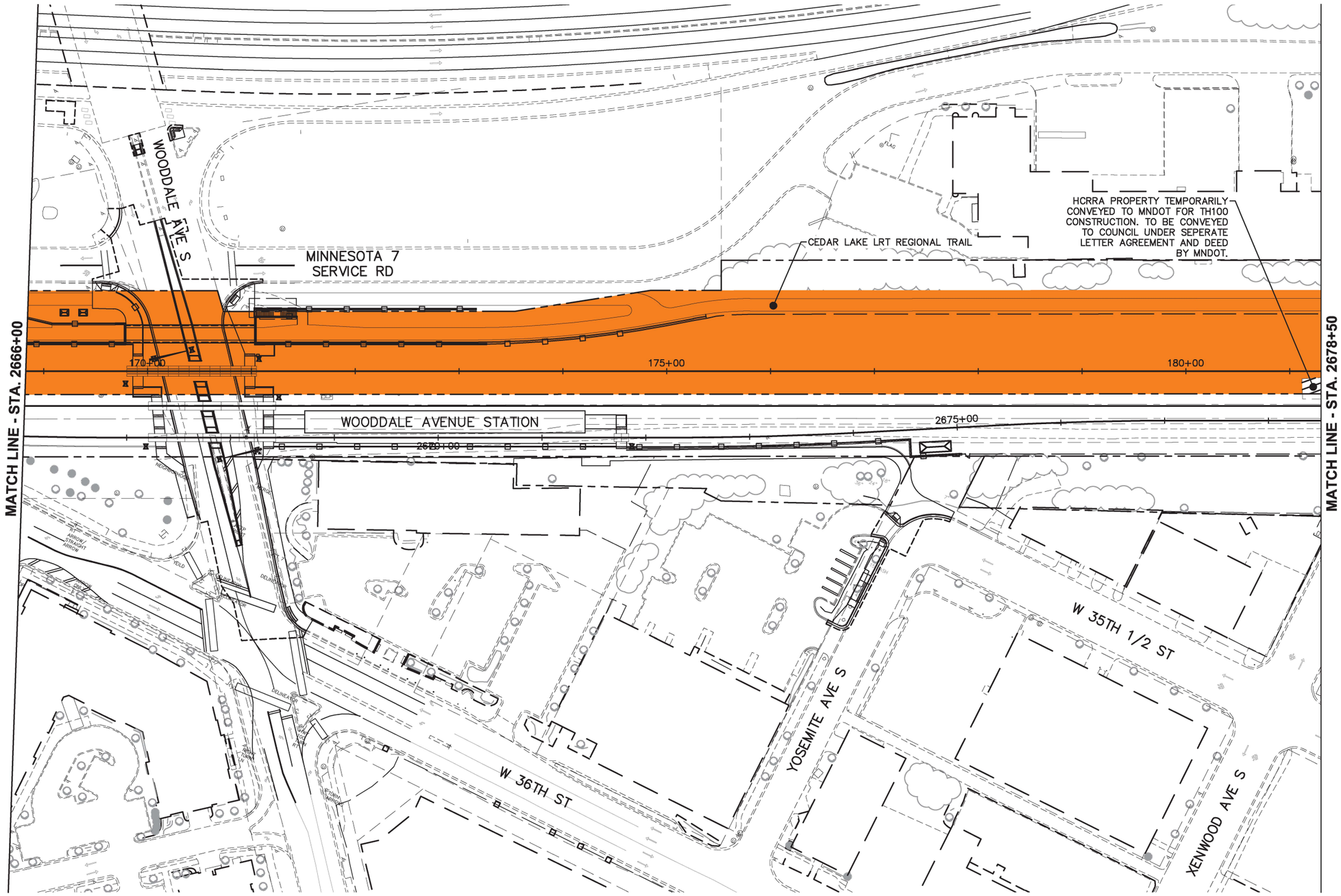
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LEGEND

LAND PARCEL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 17 OF 39

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10/28/2016

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METROPOLITAN COUNCIL

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Dec, 22 2016 10:29 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER.dwg By: FosmoTL

MINNESOTA 7 SERVICE RD.

HCRRA PROPERTY TEMPORARILY CONVEYED TO MNDOT FOR TH100 CONSTRUCTION. TO BE CONVEYED TO COUNCIL UNDER SEPERATE LETTER AGREEMENT AND DEED BY MNDOT.

TH 100

CEDAR LAKE LRT REGIONAL TRAIL

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 18 OF 39

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9/06/2017

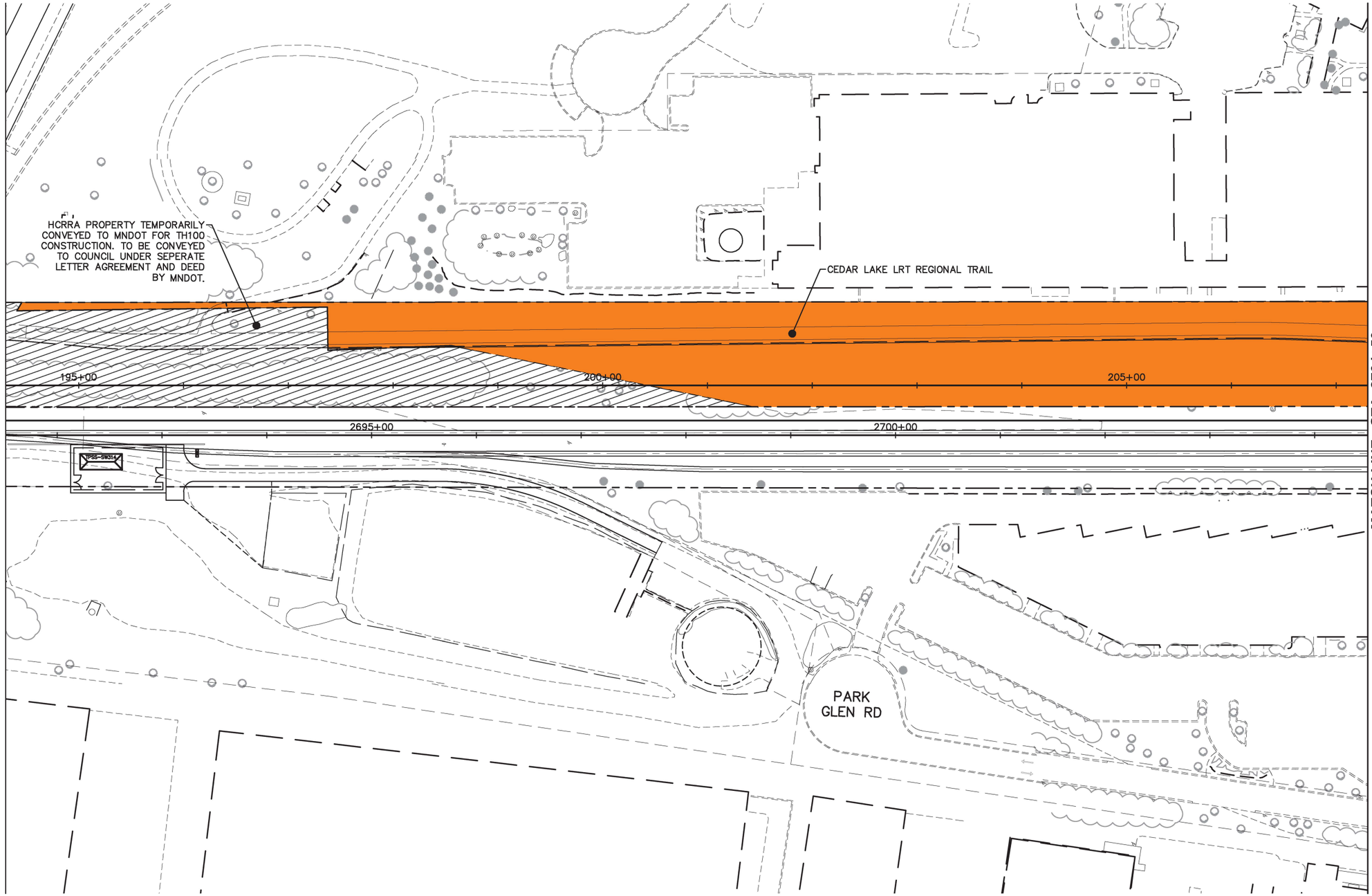
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 19 OF 39

Rev 0
10/28/2016

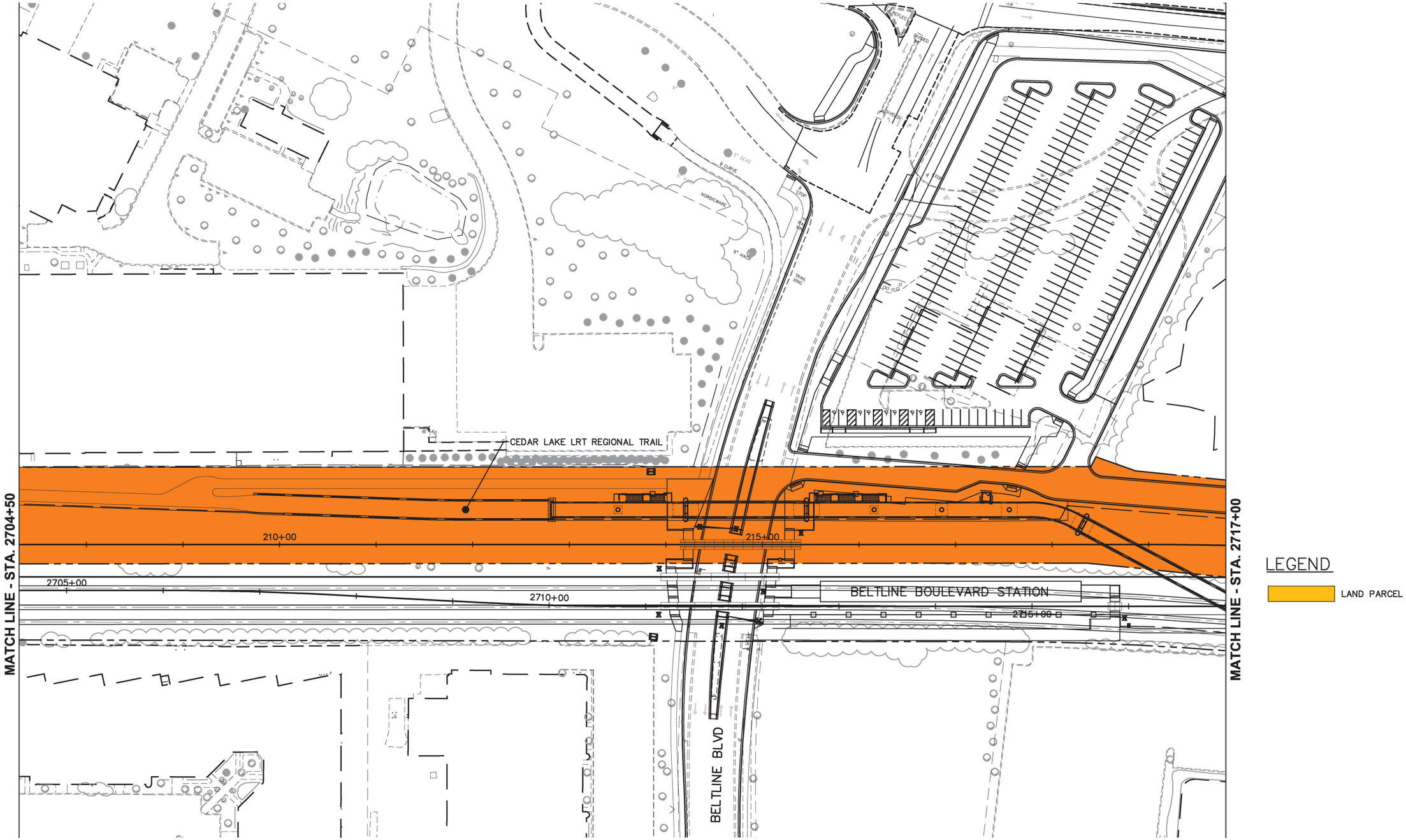
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
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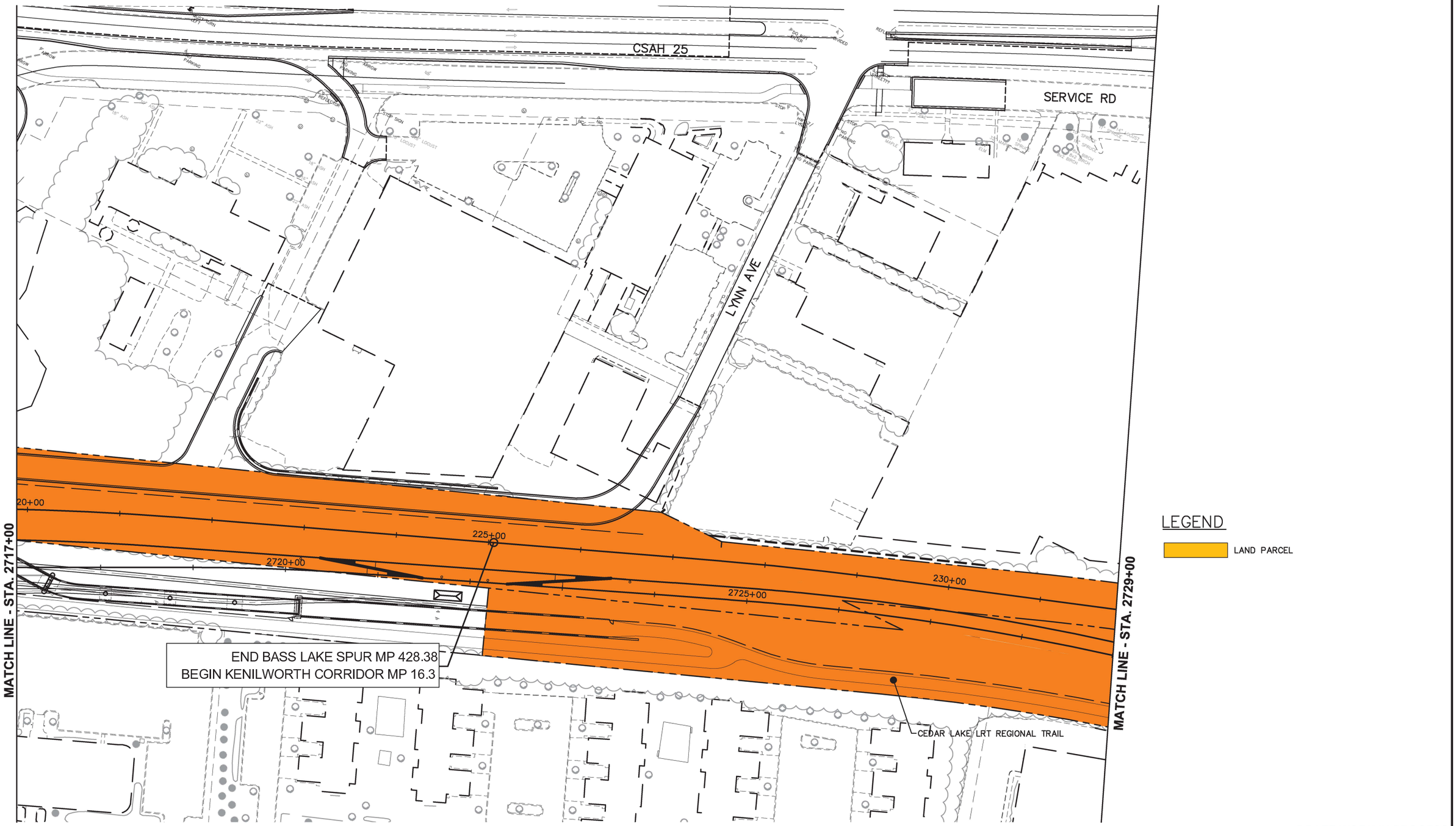
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

LAND PARCEL

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
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METROPOLITAN COUNCIL

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LEGEND

LAND PARCEL

W 31ST ST

EWING AVE S

MATCH LINE - STA. 2747+50

MATCH LINE - STA. 2760+00

2750+00

245+00

250+00

2755+00

CEDAR LAKE LRT REGIONAL TRAIL

W 32ND ST

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 23 OF 39

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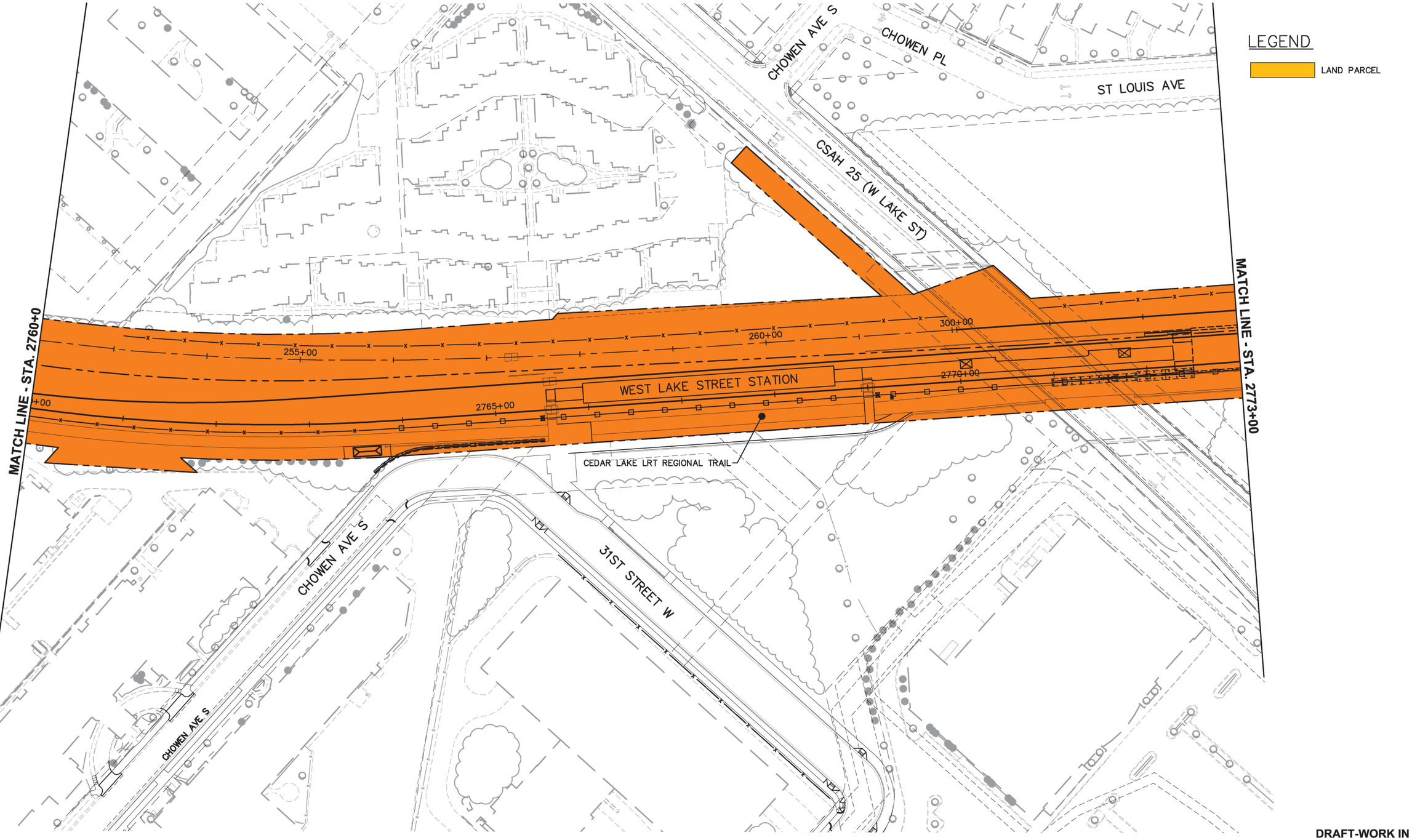
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
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Rev 1
08/02/2017

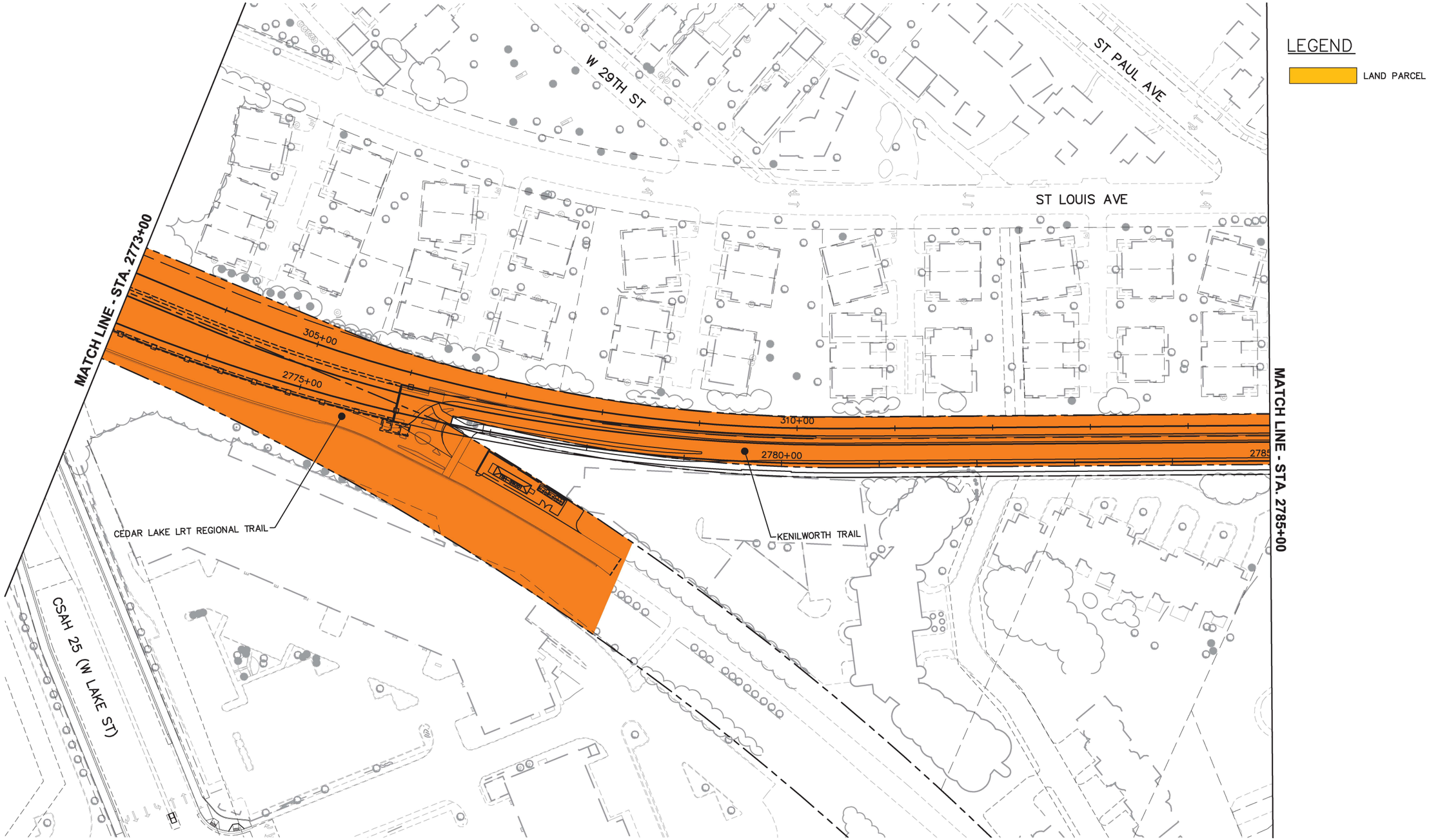
NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 25 OF 39

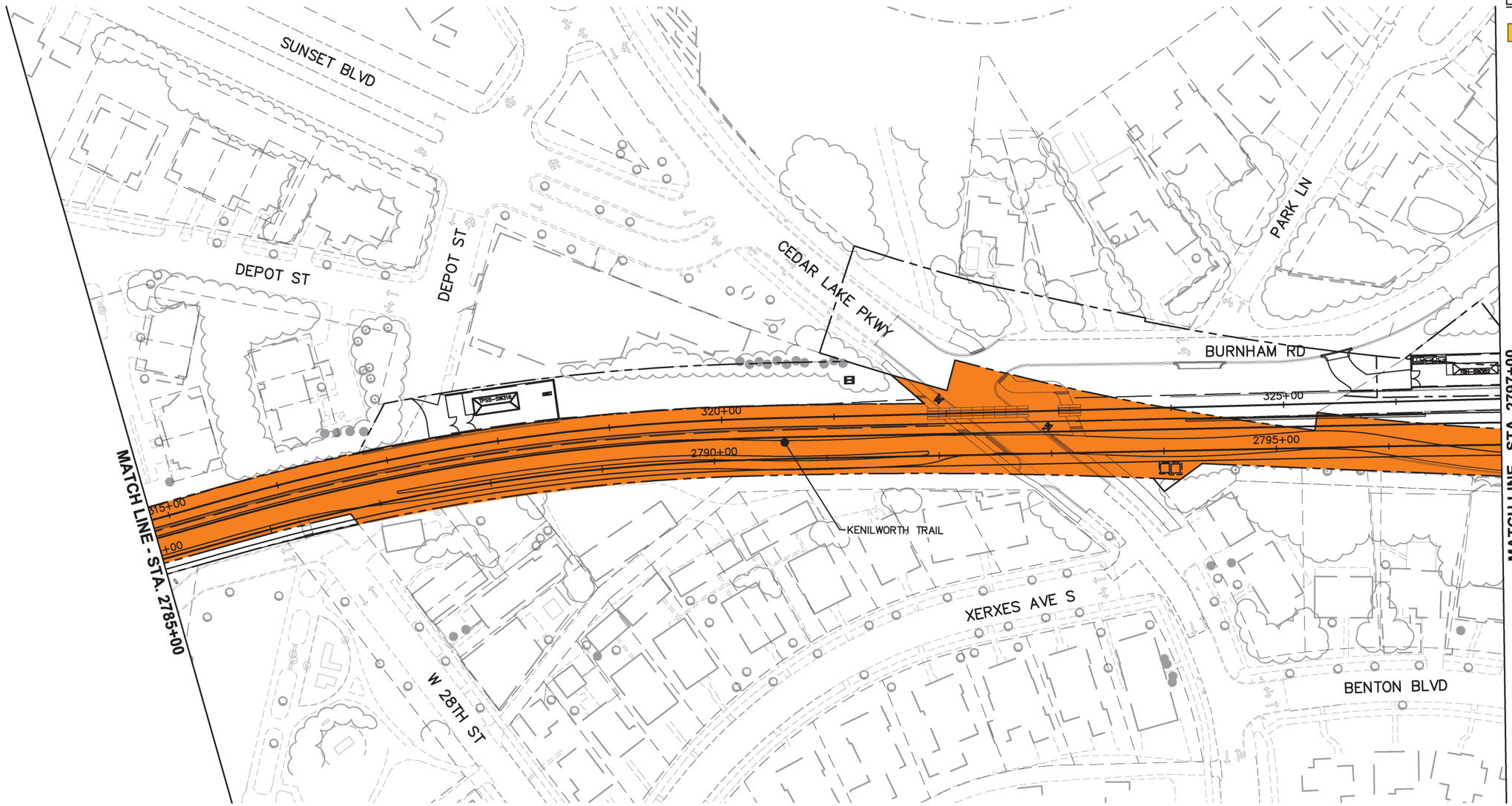
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10/28/2016

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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 26 OF 39

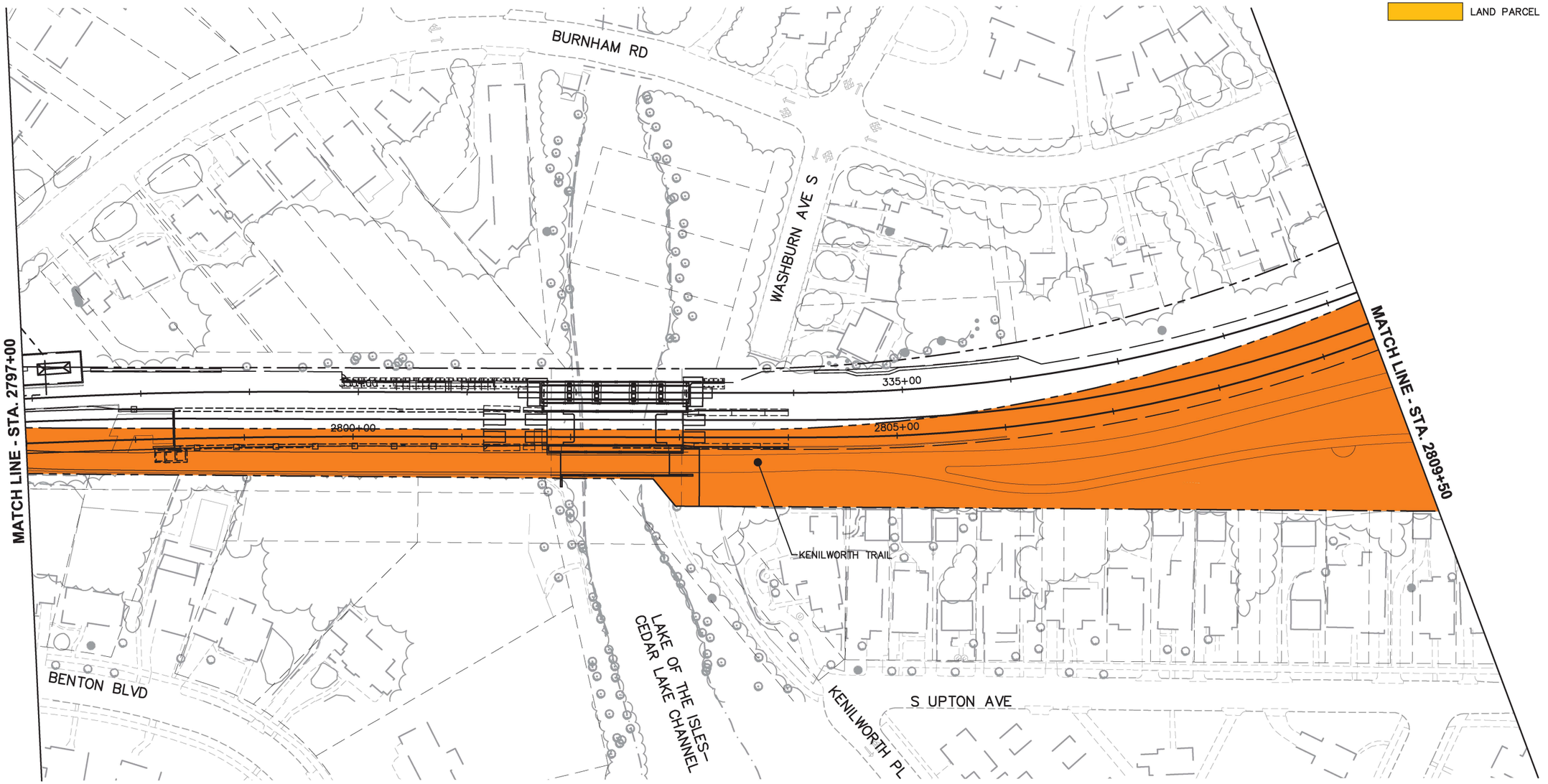
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METROPOLITAN COUNCIL

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Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 27 OF 39

Rev 0
10/28/2016

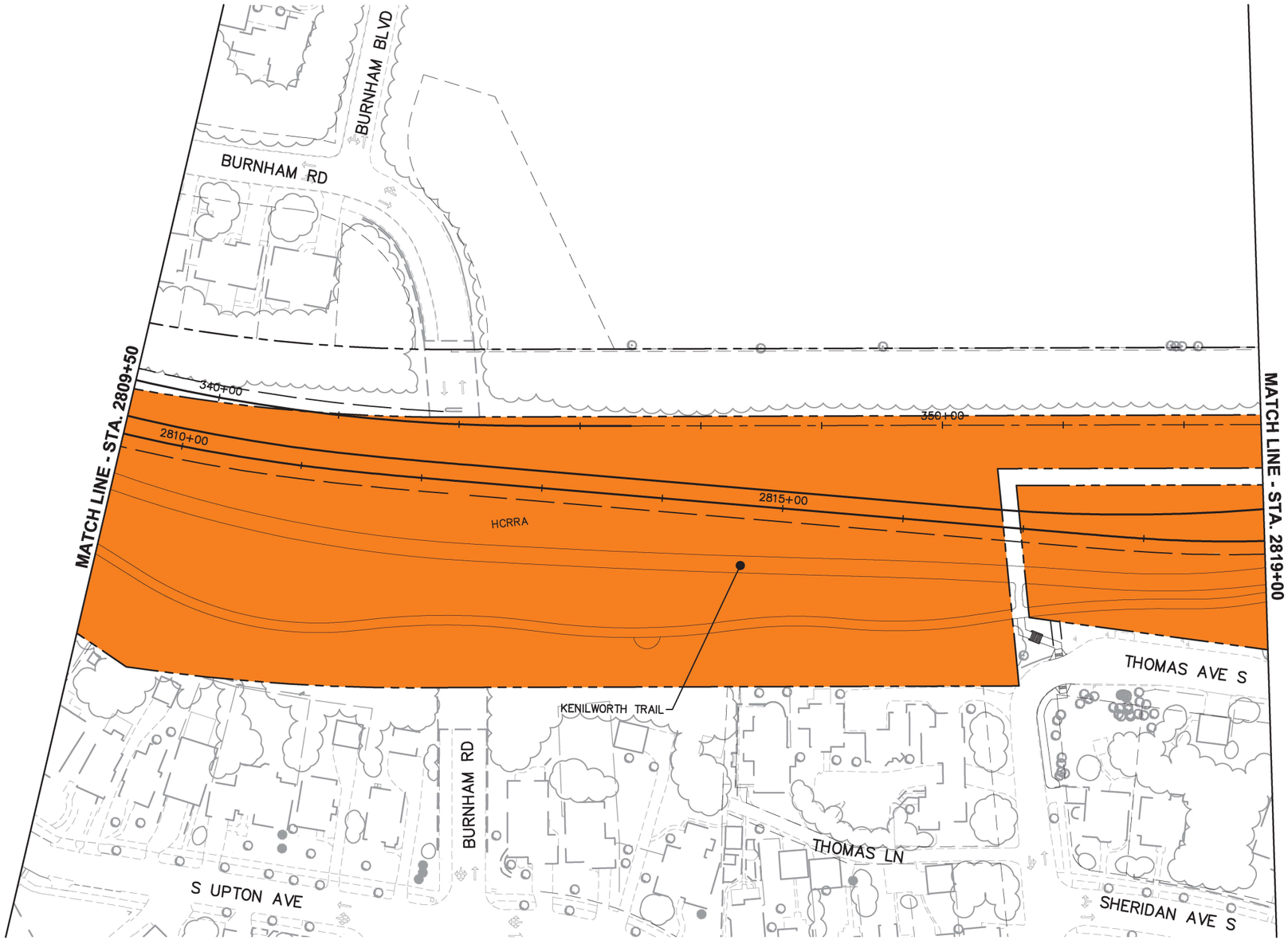
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 28 OF 39

Rev 0
10/28/2016

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 29 OF 39

Rev 0
10/28/2016

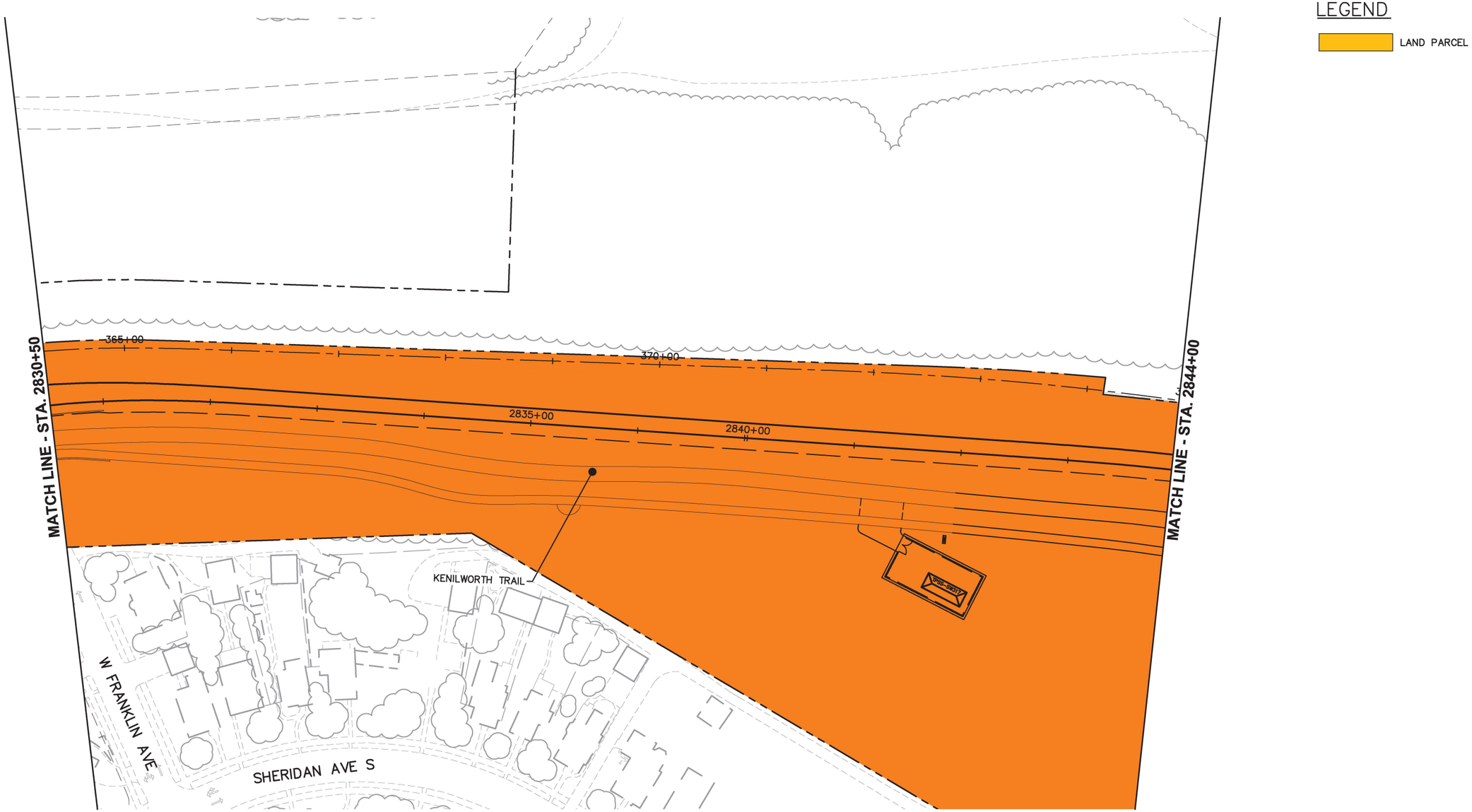
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 30 OF 39

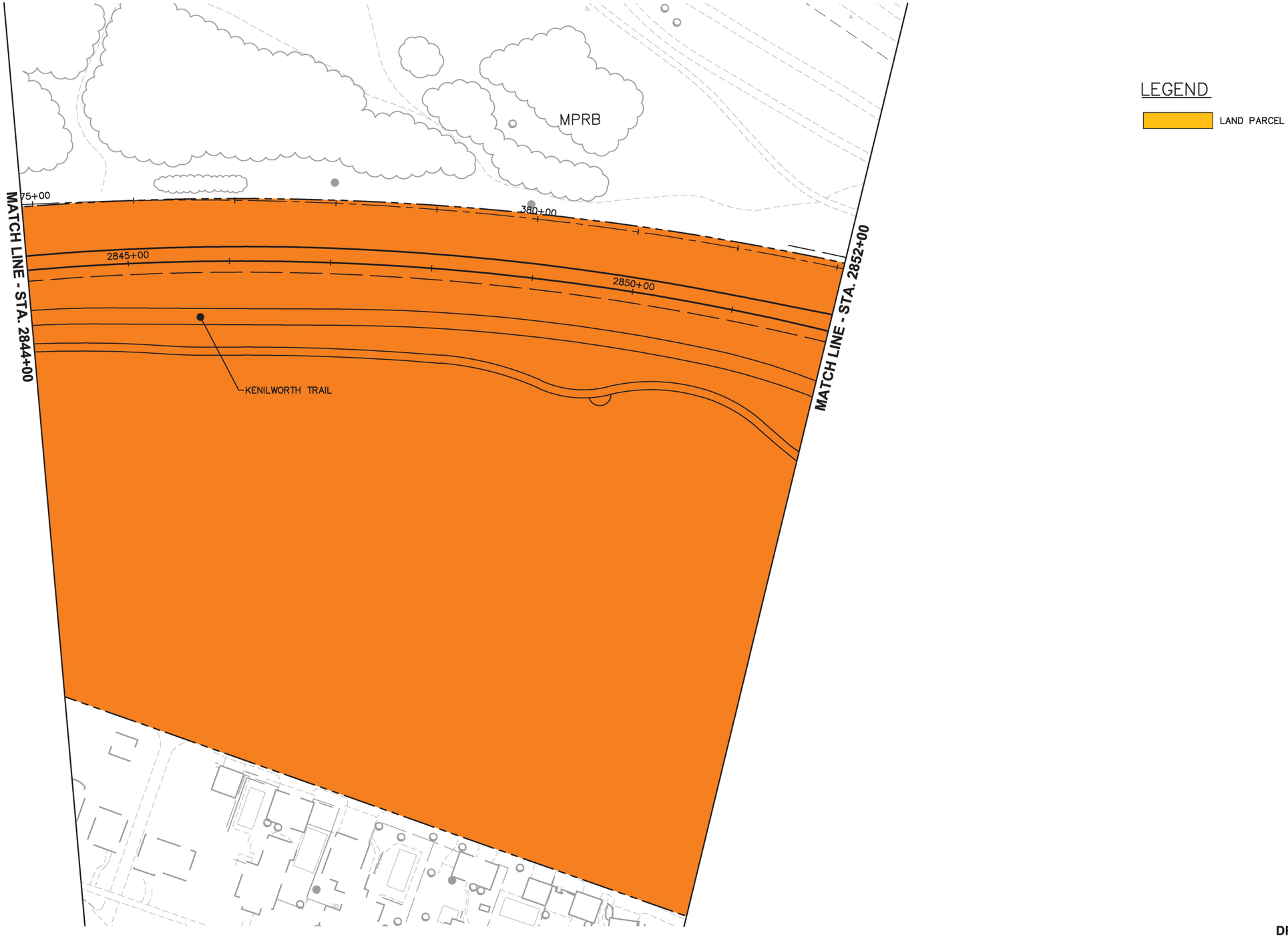
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10/28/2016

NORTH
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 31 OF 39

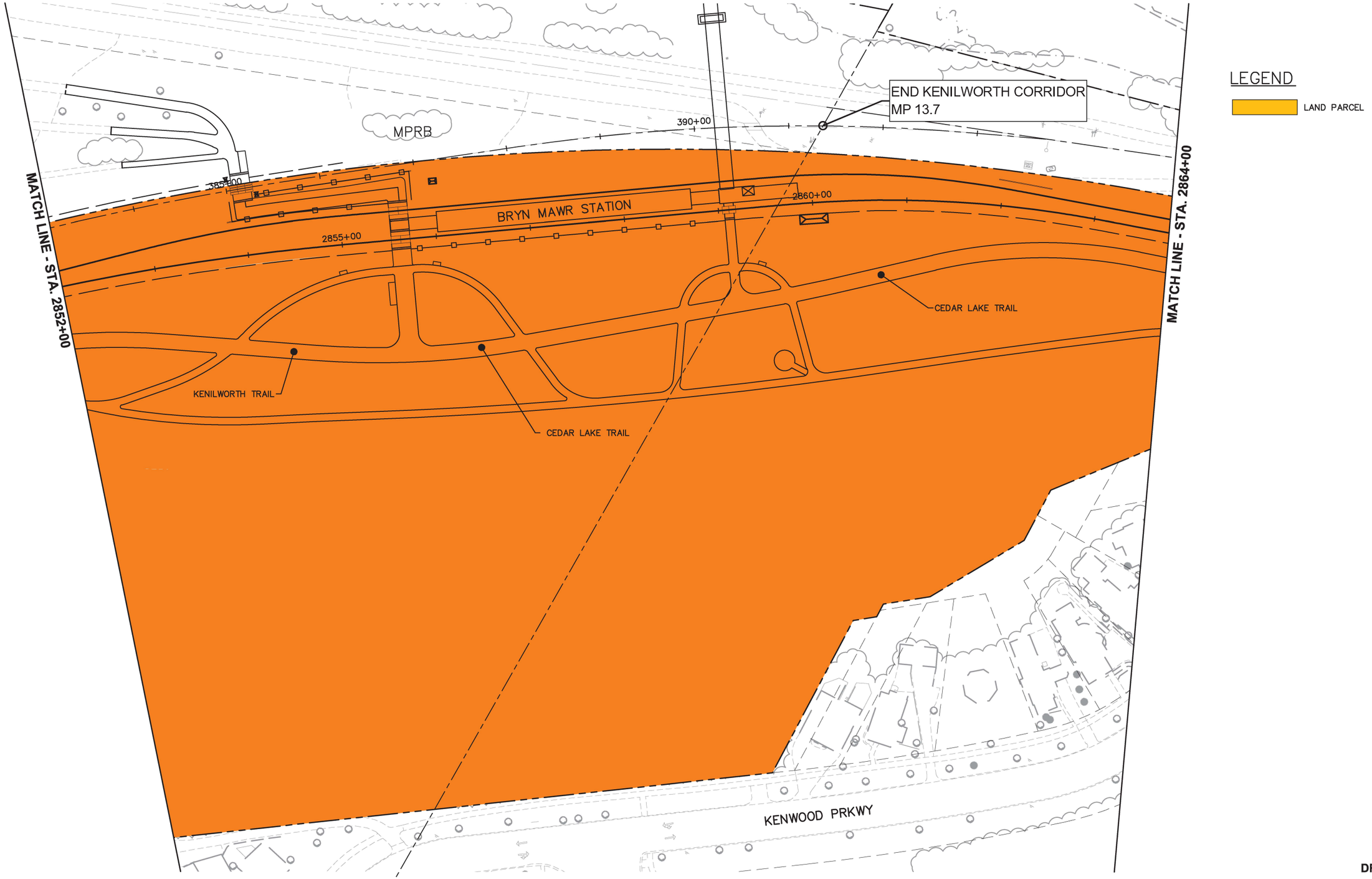
Rev 0
10/28/2016

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 32 OF 39

Rev 0
10/28/2016

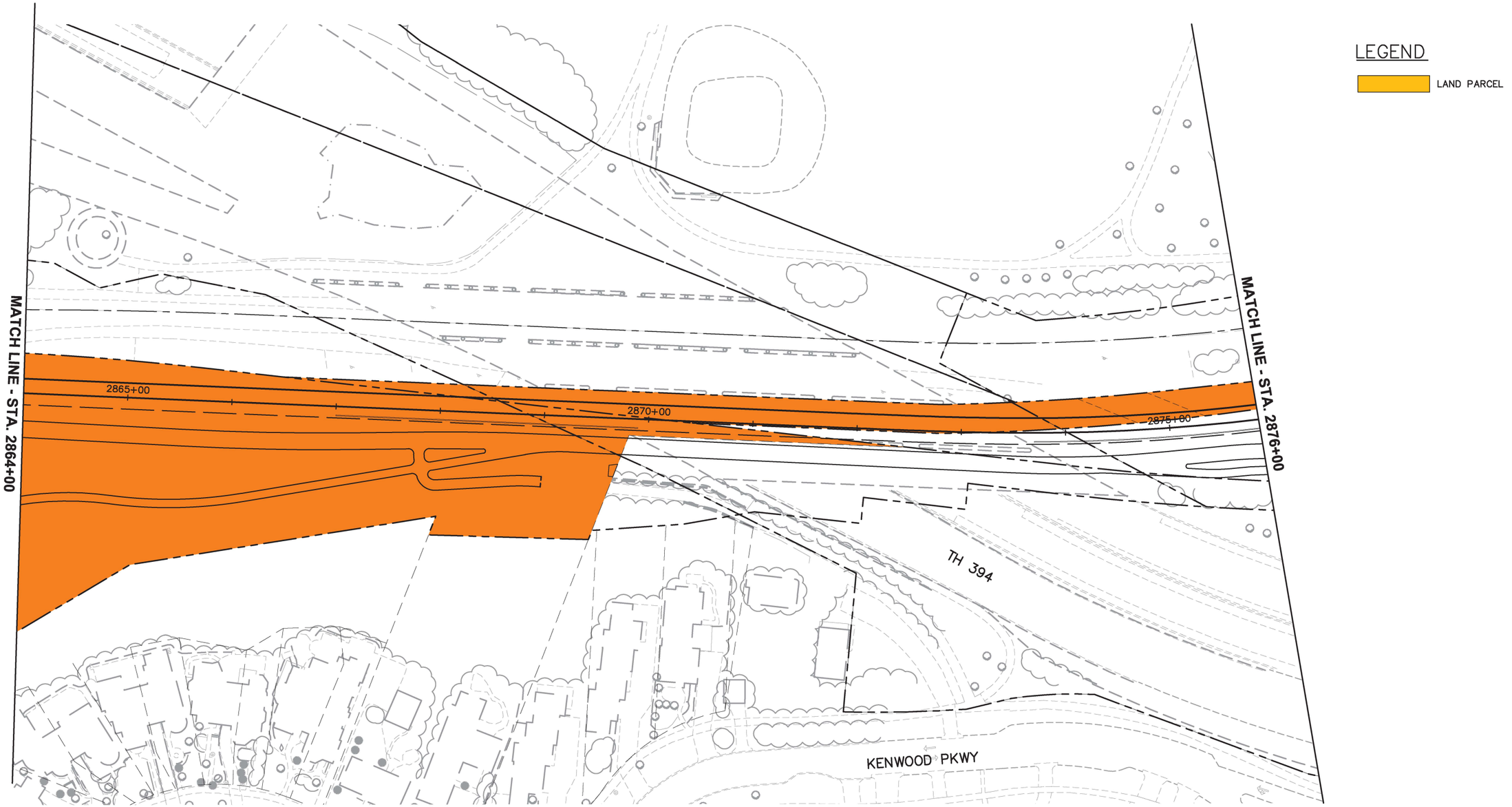
NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 33 OF 39

Rev 0
10/28/2016

NORTH
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SCALE

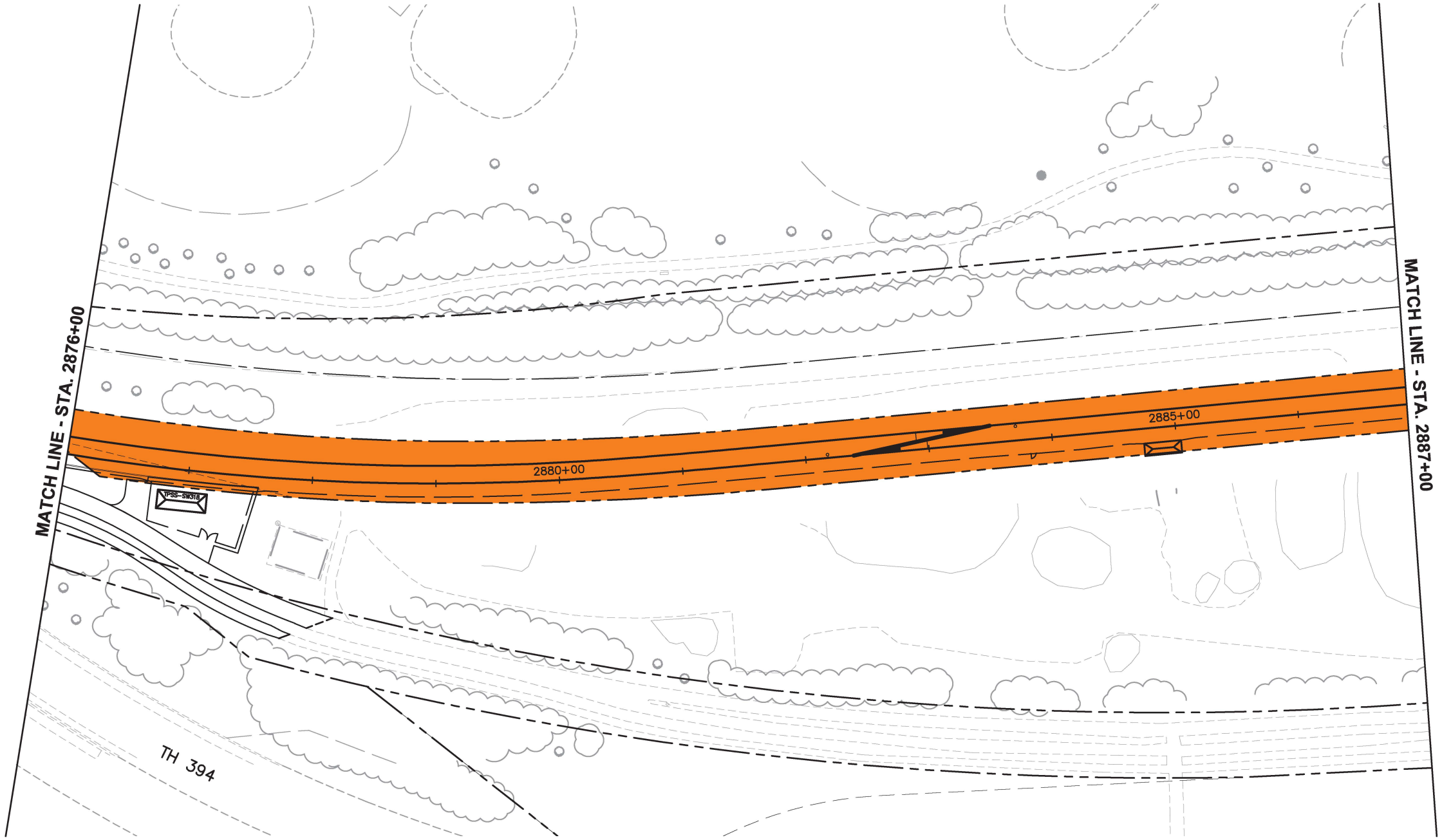
METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL



DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 34 OF 39

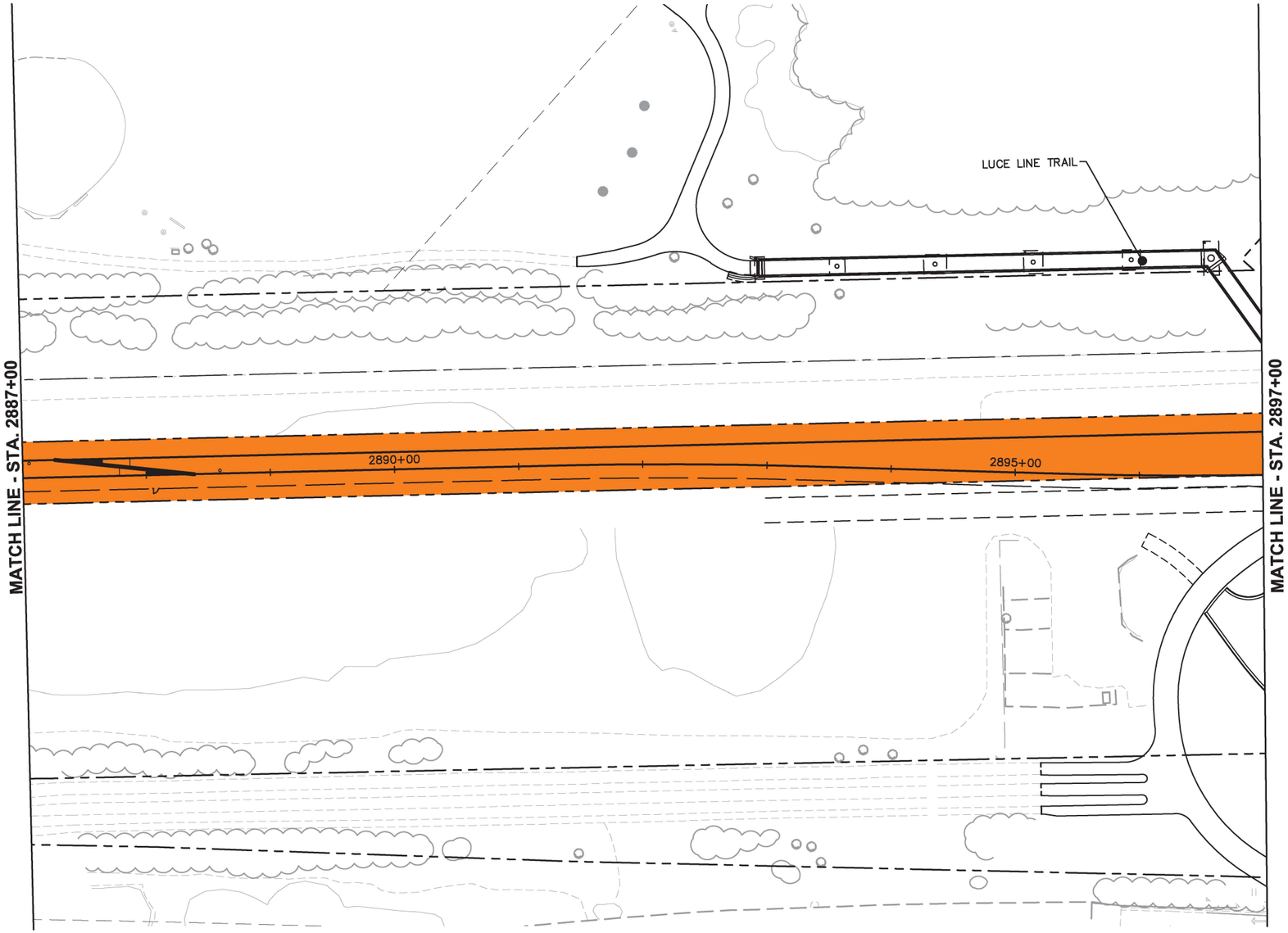
Rev 0
10/28/2016

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 35 OF 39

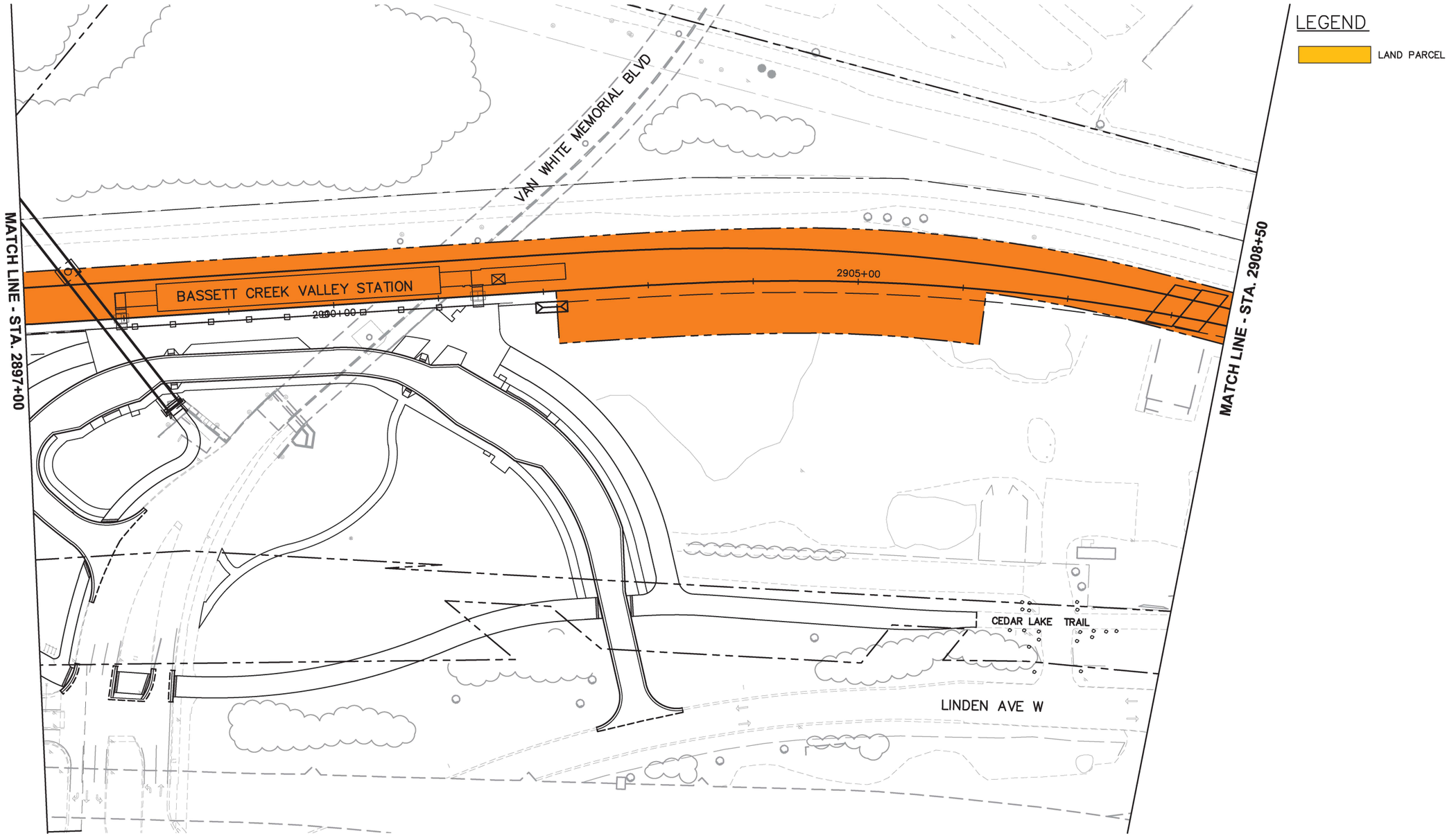
Rev 0
10/28/2016

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Dec. 15 2016 12:43 pm V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E4-HCRRA-LAND TRANSFER.dwg By: Fosmotl



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 36 OF 39

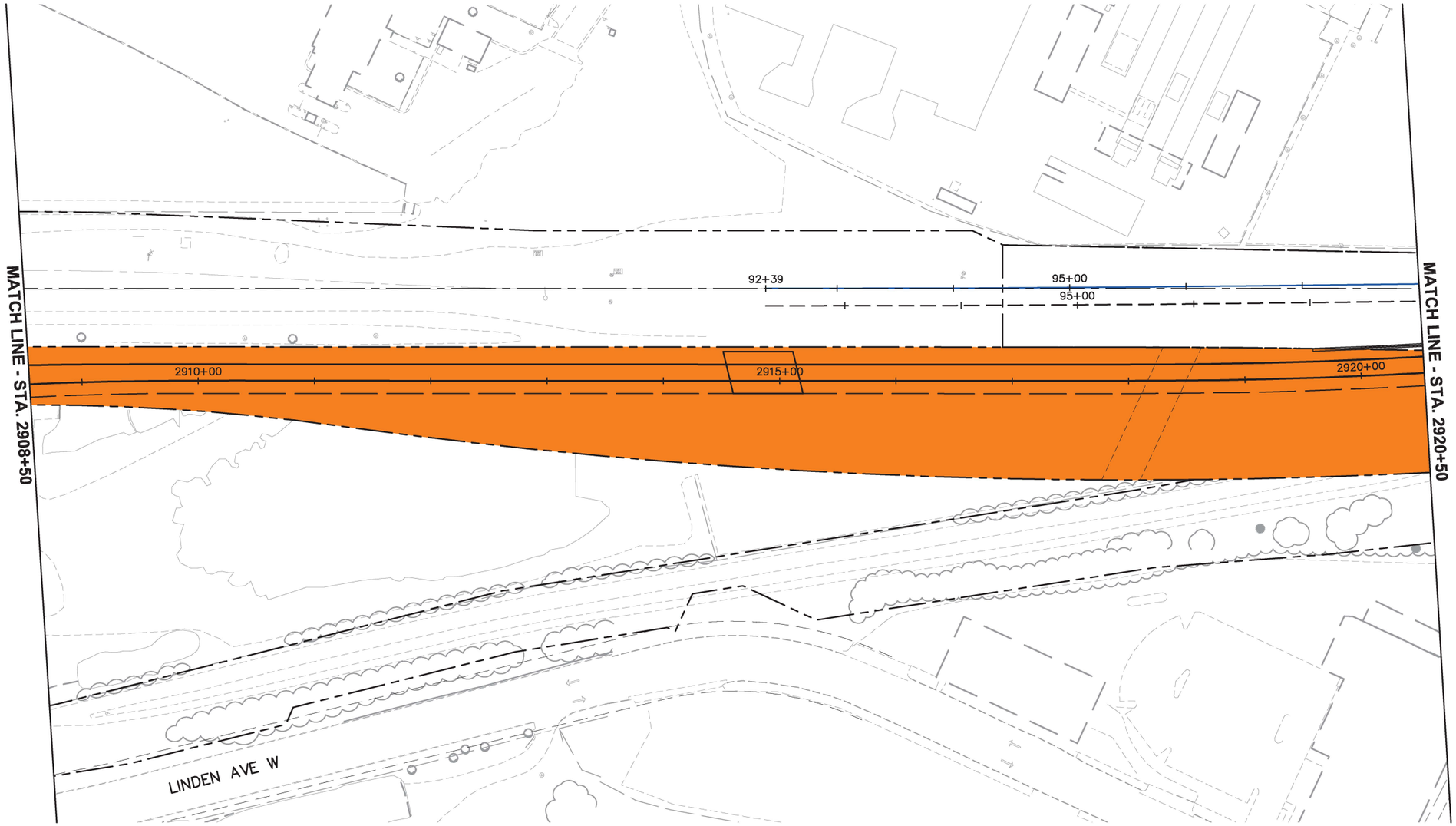
Rev 0
10/28/2016

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

LAND PARCEL

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 37 OF 39

Rev 0
10/28/2016

NORTH
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SCALE

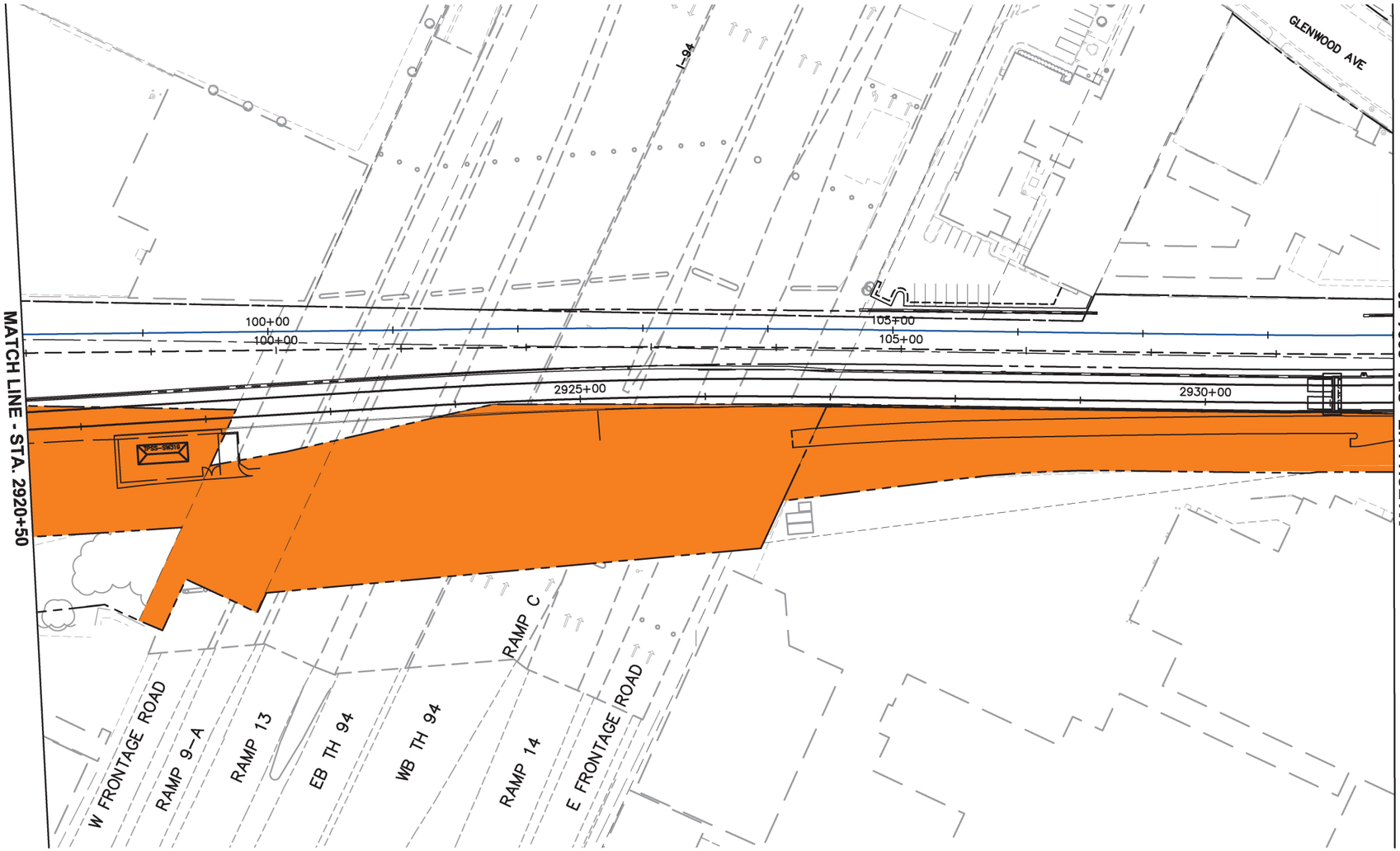
METROPOLITAN COUNCIL

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Kimley»Horn

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LEGEND

LAND PARCEL



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT

EXHIBIT 01

SHEET 38 OF 39

Rev 0

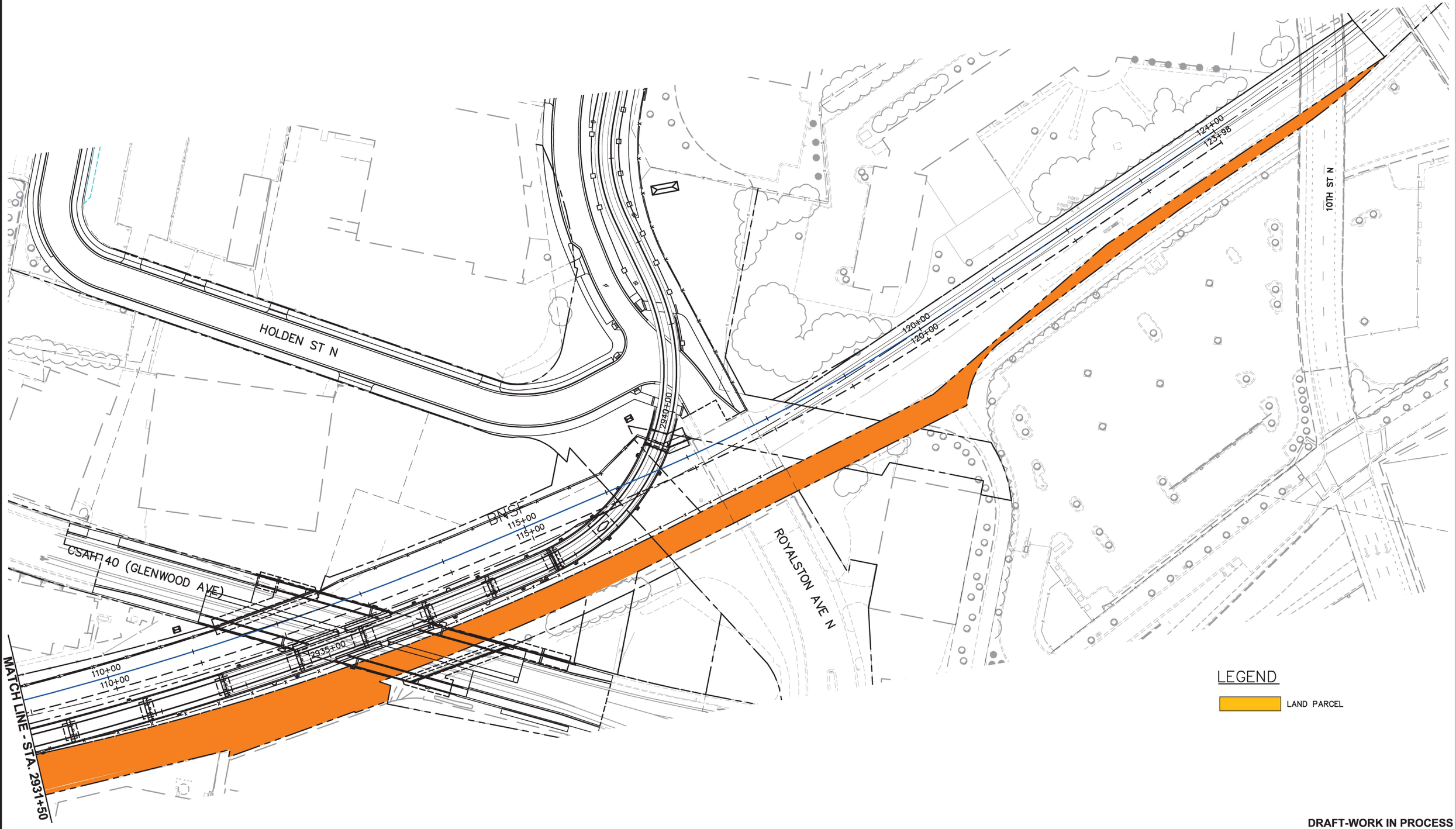
10/28/2016

NORTH

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SCALE

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 01
SHEET 39 OF 39

Rev 1
08/22/2017

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Aug. 22 2017 07:54 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E4-HCRRA-LAND TRANSFER-TAIL TRACK.dwg By: FosmoTL

Tract 1

General Location: 10th Street near Target Field to Interstate 94

Property Identification No(s).: Division of 22-029-24-34-0139

Tract Index (Abstract): Part of Lots 3, 4, 5, 7 and 8, Block 3,
Part of Lots 1, 2, 3, 4, 5, 7, 8 and 9, Block 5,
Wilson Bell and Wagner's Addition to Minneapolis;
Part of Lots 4, 5 and 6, Block 1,
Addition of Lawrence & Fuller to the Town of Minneapolis, Minnesota;
Part of the Northeast ¼ of the Southwest ¼,
Part of the Southwest ¼ of the Southwest ¼,
Section 22, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 11 and other land

Parcel 1

(From Pages 1 and 2 of CR Doc. No. 4928955)

That part of the Southwest Quarter of Section 22, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at the intersection of the West line of 11th Street North with a line running from the Southwest corner of Lot 13, Block 3, Camp and Walker's Addition to Minneapolis, to a point on the West line of Lot 2, in Block 3 of Wilson Bell and Wagner's Addition to Minneapolis, distant 28 feet Southeasterly, measured at right angles, from the Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly along last described line to the West line of said Lot 2; thence Southwesterly parallel with said Southeasterly right-of-way line to a point on the East line of Lot 9, in Block 3 of said Wilson Bell and Wagner's Addition; thence South along said East line to a point 65 feet North from the Southeast corner of said Lot 9; thence Southwesterly to a point on the West line of said Lot 9, distant 30 feet North from Southwest corner of said Lot 9; thence North along said West line to a point distant 28 feet Southeasterly, measured at right angles, from the Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly parallel with said Southeasterly right-of-way line to a point on the Southerly line of Glenwood (formerly Western) Avenue; thence Easterly along said Southerly line to a point on the Northerly extension of the West line of Lot 3, in Lawrence and Fuller's Addition; thence South along said Northerly extension to the Northwest corner of said Lot 3; thence East along the North line of said Lot 3 to a point distant 20 feet West from the Northeast corner of said Lot 3; thence Southwesterly to a

point on the West line of said Lot 3, distant 68 feet Southeasterly, measured radially, from said Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly parallel with said Southeasterly right-of-way line to its intersection with a line drawn Northeasterly from the Southwest corner of Lot 6 in Lawrence and Fuller's Addition and passing through a point on the East line of said Lot 6, distant 68 feet North from the Southeast corner of Lot 6; thence Southwesterly to the Southwest corner of said Lot 6; thence North 00 degrees 08 minutes West (assumed bearing) along the West line of said Lot 6 a distance of 66 feet, more or less, to a point distant 276.05 feet North 00 degrees 08 minutes West from a point on the North line of Lot 20, Auditor's Subdivision No. 31; thence South 65 degrees 29 minutes West a distance of 274.81 feet; thence South 58 degrees 12 minutes West a distance of 6.25 feet; thence South 66 degrees 20 minutes West a distance of 161.23 feet; thence Southwesterly 120.25 feet along a tangential curve to the left, having a radius of 883.34 feet; thence South 58 degrees 32 minutes West a distance of 134 feet, more or less, to a point on the Easterly right-of-way line of Interstate Highway No. 94; thence Northerly along said Easterly right-of-way line to a point on the Southeasterly right-of-way line of said Burlington Northern Railroad Company; thence Northeasterly along said Southeasterly right-of-way line to a point on the West line of 11th Street North; thence south to beginning,

EXCEPT

(From Exhibit A of CR Doc. No. 8034186)

That part of Hennepin County Regional Railroad Authority right-of-way, as depicted on Hennepin County Regional Railroad Authority Property Map No. 11 (C.R. Doc. No. 5518919) which lies Southeasterly of a line, and its extensions, described as commencing at an angle point in the Southeasterly right-of-way line of said Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), said point also being the Northwest corner of Lot 3, Block 1, ADDITION OF LAWRENCE AND FULLER TO THE TOWN OF MINNEAPOLIS, according to the recorded plat thereof, Hennepin County, Minnesota; thence North 0 degrees 11 minutes 27 seconds West, assumed bearing, along said southeasterly right-of-way line of Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), a distance of 3.59 feet to the point of beginning of the line to be described; thence South 59 degrees 11 minutes 32 seconds West, a distance of 39.22 feet; thence North 30 degrees 48 minutes 28 seconds West, a distance of 1.50 feet; thence South 59 degrees 11 minutes 32 seconds West, a distance of 151.60 feet to said Southeasterly right-of-way line of Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), said line also being the West line of Lot 6, Block 1, ADDITION OF LAWRENCE AND FULLER TO THE TOWN OF MINNEAPOLIS, and said line there terminating,

AND EXCEPT

(From Exhibit A of CR Doc. No. 9067997)

That part of the above described property which lies easterly and southeasterly of a line drawn parallel with and distant 20.00 feet westerly and northwesterly of the following described Line 1:

Line 1. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line 1 to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet; thence on an azimuth of 42 degrees 10 minutes 48 seconds for 155.83 feet; thence deflect to the right on a tangential curve, having a radius of 2806.93 feet and a delta angle of 02 degrees 48 minutes 54 seconds, for 137.91 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 2

(From Pages A-1, A-2, A-3 and A-4 of Exhibit A of CR Doc. No. 9193866)

All that part of the following described property:

All that part of the Southwest Quarter of Section 22, Township 29 North, Range 24 West of the Fourth Principal Meridian, together with all those parts of Lots 1, 2, 3, 4, 7, 8 and 9, Block 3, "WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS", according to the recorded plat thereof, which lie northerly and northwesterly of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11, according to the recorded map thereof;

and which lie westerly and southwesterly of the northerly extension of the most easterly line of said HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11;

and which lie southeasterly of the following described property:

PARCEL 11:

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, 4th Principal Meridian, that part of Block 4, Hoag's Addition to Minneapolis, that part of vacated Sixth Street North adjacent to Blocks 4 and 5, Hoag's Addition, and that part of Block 3, Wilson, Bell and Wagner's Addition to Minneapolis, all in Hennepin County, Minnesota, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of said Block 4, Hoag's Addition; thence Northwesterly along the Southwesterly line of the Northeasterly 210.00 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting 83 degrees 51 minutes 10 seconds to the left, a distance of 105.60 feet to the point of beginning of the parcel to be described; thence Southwesterly, deflecting 06 degrees 06 minutes 50 seconds to the left, a distance of 25 feet to the Northeasterly line of said vacated Sixth Street North; thence Southwesterly 86.46 feet, deflecting 17 degrees 29 minutes 10 seconds to the right, to the Southwesterly line of said vacated Sixth Street North; thence Southwesterly, deflect 02 degrees 54 minutes 44 seconds to the left 156.74 feet, thence Southwesterly 5.49 feet along a non-tangential curve concave to the Northwest, having a radius of 5779.58 feet, and a chord which deflects 10 degrees 13 minutes 52 seconds to the left from the last described line; thence Southwesterly 235 feet, deflecting 08 degrees 01 minutes 42 seconds to the right from the chord of the last described curve; thence Southwesterly 50.67 feet along a non-tangential curve concave to the Northwest, having a radius of 5751.58 feet, and a chord which deflects 05 degrees 25 minutes 48 seconds to the left from the last described line to the point of beginning of LINE A to be described; thence Southwesterly tangent to the last described curve, a distance of 588.12 feet to the point of beginning of LINE B to be described, said point also being the point of termination of said LINE A; thence Northeasterly a distance of 253.37 feet to a point on a line which is parallel with and 25 feet Southeasterly of the centerline of the Eastbound main track of Burlington Northern Railroad as located and established on March 17, 1989, said point being distant 851.34 feet Southwesterly of the Northeasterly line of vacated Sixth Street North and said LINE B there terminating; thence Northeasterly along said line which is parallel with and 25 feet Southeasterly of said Eastbound main track as located and established on March 17, 1989, a distance of 851.34 feet to a point on said Northeasterly line of vacated Sixth Street North which is 65.55 feet Northwesterly of the most Southerly corner of said Block 5, Hoag's Addition to Minneapolis; thence Southeasterly along said Northeasterly line a distance of 145.55 feet to the most Westerly corner of said Block 4; thence Northeasterly along the Northwesterly line of said Block 4, a distance of 339.91 feet to the most Northerly corner of said Block 4; thence Southeasterly along the Northeasterly line of said Block 4, a distance of 79.06 feet, to a point on said line which is 268.14 feet Northwesterly of the most Easterly corner of said Block 4; thence Southwesterly 314.99 feet to the point of beginning.

Except that part of Section 22, Township 29 North, Range 24 West, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence Northwesterly along the Southwesterly line of the Northeasterly 210 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting to the left 83 degrees 51 minutes 10 seconds, a distance of 105.60 feet; thence Southwesterly, deflecting to the left 06 degrees 06 minutes 50 seconds, a distance of 25 feet to the Northeasterly line of vacated Sixth Street North; thence Southeasterly, deflecting to the right 17 degrees 29 minutes 10 seconds, a distance of 86.46 feet to the Southwesterly line of vacated Sixth Street North, said point being the actual point of beginning; thence Southwesterly, deflecting to the left 02 degrees 54 minutes 44 seconds, a distance of 156.74 feet, thence Northeasterly along a non-tangential curve, concave to the Northwest having a radius of 5779.58 feet, to a point on the Southwesterly line of vacated Sixth Street North, distant 30 feet Northwesterly from the actual point of beginning; thence Southeasterly along said Southwesterly line to the actual point of beginning.

Which lies Southwesterly of a line run parallel with and distant 43 feet Southwesterly of the hereinafter described Line 2:

Line 1: Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet Northeasterly of its intersection with the centerline of Seventh Street North; thence run Northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from Northeast to Northwest) for 849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 1 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating.

Line 2: From the point of termination of Line 1 described above, run Southwesterly at right angles to said Line 1 for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of Line 2 to be described; thence continue Southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a curve having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating;

and which lie southerly and southeasterly of the southwesterly extension of said above described LINE A;

and which lie easterly and northeasterly of the southwesterly extension of said above described LINE B.

which lies southwesterly and westerly of a line drawn parallel with and distant 20.00 feet southwesterly and westerly of the following described Line 3:

Line 3. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line 3 to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence

run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 3

(From Exhibit A of CR Doc. No. 9322724)

All that part of the following described property:

Parcel 2-a (Parcel 11):

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, 4th Principal Meridian, that part of Block 4, Hoag's Addition to Minneapolis, that part of vacated Sixth Street North adjacent to Blocks 4 and 5, Hoag's Addition, and that part of Block 3, Wilson, Bell and Wagner's Addition to Minneapolis, all in Hennepin County, Minnesota, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of said Block 4, Hoag's Addition; thence Northwesterly along the Southwesterly line of the Northeasterly 210.00 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting 83 degrees 51 minutes 10 seconds to the left, a distance of 105.60 feet to the point of beginning of the parcel to be described; thence Southwesterly, deflecting 06 degrees 06 minutes 50 seconds to the left, a distance of 25 feet to the Northeasterly line of said vacated Sixth Street North; thence Southwesterly 86.46 feet, deflecting 17 degrees 29 minutes 10 seconds to the right, to the Southwesterly line of said vacated Sixth Street North; thence Southwesterly, deflect 02 degrees 54 minutes 44 seconds to the left 156.74 feet, thence Southwesterly 5.49 feet along a non-tangential curve concave to the Northwest, having a radius of 5779.58 feet, and a chord which deflects 10 degrees 13 minutes 52 seconds to the left from the last described line; thence Southwesterly 235 feet, deflecting 08 degrees 01 minutes 42 seconds to the right from the chord of the last described curve; thence Southwesterly 50.67 feet along

a non-tangential curve concave to the Northwest, having a radius of 5751.58 feet, and a chord which deflects 05 degrees 25 minutes 48 seconds to the left from the last described line; thence Southwesterly tangent to the last described curve, a distance of 588.12 feet; thence Northeasterly a distance of 253.37 feet to a point on a line which is parallel with and 25 feet Southeasterly of the centerline of the Eastbound main track of Burlington Northern Railroad as located and established on March 17, 1989, said point being distant 851.34 feet Southwesterly of the Northeasterly line of vacated Sixth Street North; thence Northeasterly along said line which is parallel with and 25 feet Southeasterly of said Eastbound main track as located and established on March 17, 1989, a distance of 851.34 feet to a point on said Northeasterly line of vacated Sixth Street North which is 65.55 feet Northwesterly of the most Southerly corner of said Block 5, Hoag's Addition to Minneapolis; thence Southeasterly along said Northeasterly line a distance of 145.55 feet to the most Westerly corner of said Block 4; thence Northeasterly along the Northwesterly line of said Block 4, a distance of 339.91 feet to the most Northerly corner of said Block 4; thence Southeasterly along the Northeasterly line of said Block 4, a distance of 79.06 feet, to a point on said line which is 268.14 feet Northwesterly of the most Easterly corner of said Block 4; thence Southwesterly 314.99 feet to the point of beginning.

Except that part of Section 22, Township 29 North, Range 24 West, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence Northwesterly along the Southwesterly line of the Northeasterly 210 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting to the left 83 degrees 51 minutes 10 seconds, a distance of 105.60 feet; thence Southwesterly, deflecting to the left 06 degrees 06 minutes 50 seconds, a distance of 25 feet to the Northeasterly line of vacated Sixth Street North; thence Southwesterly, deflecting to the right 17 degrees 29 minutes 10 seconds, a distance of 86.46 feet to the Southwesterly line of vacated Sixth Street North, said point being the actual point of beginning; thence Southwesterly, deflecting to the left 02 degrees 54 minutes 44 seconds, a distance of 156.74 feet, thence Northeasterly along a non-tangential curve, concave to the Northwest having a radius of 5779.58 feet, to a point on the Southwesterly line of vacated Sixth Street North, distant 30 feet Northwesterly from the actual point of beginning; thence Southeasterly along said Southwesterly line to the actual point of beginning.

Which lies Southwesterly of a line run parallel with and distant 43 feet Southwesterly of the hereinafter described Line 2:

Line 1: Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet Northeasterly of its intersection with the centerline of Seventh Street

North; thence run Northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from Northeast to Northwest) for 849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 1 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating.

Line 2: From the point of termination of Line 1 described above, run Southwesterly at right angles to said Line 1 for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of Line 2 to be described; thence continue Southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a curve having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating.

which lies westerly and northwesterly of a line drawn parallel with and distant 20.00 feet westerly and northwesterly of the following described Line A:

Line A. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line A to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet; thence on an

azimuth of 42 degrees 10 minutes 48 seconds for 155.83 feet; thence deflect to the right on a tangential curve, having a radius of 2806.93 feet and a delta angle of 02 degrees 48 minutes 54 seconds, for 137.91 feet; thence on an azimuth of 45 degrees 06 minutes 15 seconds for 112.70 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 4

(From Exhibit A of CR Doc. No. 9358810)

That part of the following described tract: That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, Hennepin County, Minnesota, that lies within the following described tract of land: Commencing at the most southerly corner of the northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence northwesterly along the southwesterly line of said northeasterly 210 feet, 258.36 feet; thence deflecting left 83 degrees 51 minutes 10 seconds on a bearing of South 52 degrees 13 minutes 14 seconds West, 105.6 feet to the point of beginning of the property being described; thence South 46 degrees 06 minutes 24 seconds West,

24.83 feet, more or less, to the northeasterly line of vacated Sixth Street North; thence South 63 degrees 35 minutes 34 seconds West, 86.46 feet to the southwesterly line of vacated Sixth Street North; thence South 60 degrees 40 minutes 50 seconds West, 156.74 feet; thence southwesterly 5.49 feet along a non-tangential curve, concave to the northwest, having a radius of 5779.58 feet and a chord which bears South 50 degrees 26 minutes 58 seconds West; thence South 58 degrees 28 minutes 40 seconds West, 235 feet; thence southwesterly 50.67 feet along a non-tangential curve, concave to the northwest, having a radius of 5751.58 feet and a chord which bears South 53 degrees 02 minutes 52 seconds West; thence South 53 degrees 18 minutes 01 second West and tangent to the last described curve, 588.12 feet; thence North 39 degrees 12 minutes 33 seconds East, 274.74 feet to a line parallel with and 25 feet southeasterly from the centerline of the eastbound main track of the BNSF Railway Company (formerly Great Northern Railway Co.) as located and established prior to January 1, 1995; thence North 46 degrees 22 minutes 36 seconds East and parallel with said centerline, 831.63 feet to the northeast line of vacated Sixth Street North; thence South 43 degrees 28 minutes 41 seconds East along the northeast line of vacated Sixth Street North, 146.05 feet to the most westerly corner of said Block 4, Hoag's Addition to Minneapolis; thence North 46 degrees 15 minutes 54 seconds East, 339.51 feet along the northwest line of said Block 4, Hoag's Addition to Minneapolis, to the most northerly corner thereof; thence South 43 degrees 48 minutes 47 seconds East, 78.28 feet along the northeast line of said Block 4, Hoag's Addition to Minneapolis to a point 268.14 feet northwesterly from the most easterly corner of said Block 4, Hoag's Addition to Minneapolis; thence South 46 degrees 08 minutes 51 seconds West, 314.92 feet to the point of beginning; excepting therefrom that part thereof described as follows: Commencing at the most southerly corner of the northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence northwesterly along the southwesterly line of said northeasterly 210 feet of said Block 4, Hoag's Addition to Minneapolis, 258.36 feet; thence southwesterly deflecting to the left 83 degrees 51 minutes 10 seconds, 105.6 feet; thence deflecting left 06 degrees 50 seconds , to the northeasterly line of vacated Sixth Street North; thence deflecting right 17 degrees 29 minutes 10 seconds , to the southwesterly line of said vacated Sixth Street North to the point of beginning of the exception being described; thence southwesterly deflecting left 02 degrees 54 minutes 44 seconds, 156.74 feet; thence northeasterly along a non-tangential curve, concave to the northwest, having a radius of 5779.58 feet, to a point on the southwesterly line of vacated Sixth Street North, 30 feet northwesterly from the point of beginning; thence southeasterly along said southwesterly line to the point of beginning; lying southwesterly of a line run parallel with and distant 43 feet northeasterly of the first following described line and northeasterly of a line run parallel with and distant 43 feet southwesterly of the second following described line: 1. Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet northeasterly of its intersection with the centerline of Seventh Street North; thence northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from northeast to northwest) for

849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 01 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating; 2. From the point of termination of the line described immediately above, run southwesterly at right angles to said line for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of the second line to be described; thence continue southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a circular curve, having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds, for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating;

Except that part thereof embraced within the following described property:

Commencing at the southwest corner of Section 22, Township 29, Range 24; thence, along the west line of said Section 22, on an assumed bearing of North 0 degrees 01 minute 47 seconds East, a distance of 886.34 feet; thence South 85 degrees 09 minutes 04 seconds East a distance of 1722.10 feet; thence easterly on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a central angle of 22 degrees 46 minutes 53 seconds and a chord which bears North 78 degrees 44 minutes 17 seconds East, a distance of 67.59 feet to a point on the westerly line of Lot 9, Block 6, Wilson Bell and Wagner's Addition to Minneapolis and the actual point of beginning of the land to be described; thence continue northeasterly on the last described curve, concave to the northwest, having a radius of 170.00 feet and a central angle of 26 degrees 04 minutes 18 seconds and a chord which bears North 54 degrees 18 minutes 42 seconds East, a distance of 77.37 feet; thence North 41 degrees 16 minutes 32 seconds East tangent to said curve a distance of 523.93 feet; thence northeasterly on a non-tangential curve, concave to the southeast, having a radius 1694.42 feet, a central angle of 8 degrees 57 minutes 40 seconds and a chord which bears North 50 degrees 37 minutes 16 seconds East, a distance of 265.01 feet to the center line of SEVENTH STREET NORTH, as dedicated in "Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis"; thence South 44 degrees 56 minutes 07 seconds East, along said center line, a distance of 123.46 feet; thence North 54 degrees 02 minutes 33 seconds East a distance of 55.06 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 4.03 feet; thence North 49 degrees 44 minutes 44 seconds East a distance of 9.51 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 18.65 feet; thence northeasterly on a non-tangential curve, concave to the northwest, having a radius of 14086.50 feet, a central angle of 00 degrees

20 minutes 13 seconds and a chord which bears North 57 degrees 07 minutes 01 second East, a distance of 82.84 feet; thence North 56 degrees 56 minutes 54 seconds East not tangent to said curve a distance of 28.13 feet; thence deflect to the left on a tangential curve, having a radius of 959.02 feet and a central angle of 12 degrees 18 minutes 40 seconds, a distance of 206.06 feet to a point of compound curvature; thence deflect to the left on a tangential curve, having a radius of 1039.99 feet and a central angle of 06 degrees 12 minutes 46 seconds, a distance of 112.77 feet; thence North 39 degrees 40 minutes 10 seconds East a distance of 46.91 feet; thence North 35 degrees 19 minutes 24 seconds East a distance of 38.40 feet; thence deflect to the right on a tangential curve, having a radius of 801.98 feet and a central angle of 09 degrees 46 minutes 26 seconds, a distance of 136.81 feet; thence North 45 degrees 05 minutes 50 seconds East a distance of 54.36 feet; thence North 44 degrees 54 minutes 10 seconds West a distance of 3.89 feet; thence North 45 degrees 05 minutes 08 seconds East a distance of 12.55 feet; thence North 00 degrees 02 minutes 39 seconds East a distance of 22.42 feet to the northwesterly line of THIRD AVENUE NORTH (dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS as ITASKA STREET); thence North 44 degrees 30 minutes 52 seconds East, along said northwesterly line, a distance of 39.03 feet to the centerline of vacated or abandoned FIFTH STREET NORTH, as dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 59 minutes 51 seconds West, along said centerline, a distance of 30.65 feet to an intersection with a line drawn at right angles from the northeasterly line of Block 4, HOAG'S ADDITION TO MINNEAPOLIS from a point on said northeasterly line distant 31 feet northwesterly from the most easterly corner of said Block 4; thence South 45 degrees 00 minutes 09 seconds West, along said line drawn at right angles from the northeasterly line of said Block 4 a distance of 41.23 feet to the northeasterly line of said Block 4; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 105.82 feet to an intersection with the southwesterly extension of the northwesterly line of the southeasterly 2.64 feet of Lot 3, Block 85, HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 43 minutes 45 seconds East, along said southwesterly extension, a distance of 82.45 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along the southwesterly line of said Block 85, a distance of 35.36 feet to the most southerly corner of the northwesterly 26.00 feet of the southeasterly 64.00 feet of Lot 3, said BLOCK 85; thence North 44 degrees 43 minutes 45 seconds East, along the southeasterly line of the northwesterly 26.00 feet of the southeasterly 64.00 feet of Lots 3 and 8, said Block 85, a distance of 340.00 feet to the northeasterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 26.00 feet to the most northerly corner of the southeasterly 64.00 feet of Lot 8, said Block 85; thence South 44 degrees 43 minutes 45 seconds West, along the northwesterly line of the southeasterly 64.00 feet of

Lots 3 and 8, said Block 85, a distance of 340.00 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said southwesterly line and along a line drawn from the most westerly corner of said Block 85 to the most southerly corner of Block 9, HOAG'S ADDITION TO MINNEAPOLIS, and along the southwesterly line of said Block 9, a distance of 293.66 feet to an intersection with a line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000; thence South 45 degrees 06 minutes 27 seconds West, along said parallel line, a distance of 303.85 feet; thence South 63 degrees 38 minutes 00 seconds West a distance of 17.84 feet; thence South 57 degrees 04 minutes 22 seconds West a distance of 82.18 feet; thence South 49 degrees 21 minutes 28 seconds West a distance of 125.35 feet; thence South 45 degrees 52 minutes 40 seconds West a distance of 138.40 feet; thence South 40 degrees 30 minutes 48 seconds West a distance of 95.19 feet; thence South 30 degrees 52 minutes 01 second West a distance of 42.41 feet; thence South 35 degrees 37 minutes 59 seconds West a distance of 95.92 feet; thence South 35 degrees 34 minutes 55 seconds West a distance of 26.88 feet; thence southwesterly on a non-tangential curve concave to the northwest, having a radius of 623.80 feet, a central angle of 09 degrees 32 minutes 24 seconds and a chord which bears South 40 degrees 19 minutes 54 seconds West, a distance of 103.87 feet; thence South 45 degrees 06 minutes 06 seconds West a distance of 112.72 feet; thence southwesterly on a non-tangential curve concave to the southeast, having a radius of 2826.93 feet, a central angle of 02 degrees 48 minutes 55 seconds and a chord which bears South 43 degrees 35 minutes 07 seconds West, a distance of 138.91 feet; thence South 42 degrees 10 minutes 39 seconds West a distance of 155.83 feet; thence southwesterly and southerly on a tangential curve concave to the east, having a radius of 100.12 feet and a central angle of 48 degrees 41 minutes 58 seconds, a distance of 85.10 feet to a southeasterly boundary line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11; thence South 52 degrees 13 minutes 40 seconds West, along said southeasterly boundary line, a distance of 58.79 feet to the southerly line of Block 3, Wilson Bell and Wagner's Addition to Minneapolis; thence South 89 degrees 55 minutes 59 seconds East, along said southerly line, a distance of 81.40 feet; thence southeasterly on a non-tangential curve concave to the northeast, having a radius of 80.12 feet, a central angle of 05 degrees 16 minutes 44 seconds and a chord which bears South 38 degrees 58 minutes 37 seconds East, a distance of 7.38 feet; thence southeasterly on a reverse curve concave to the southwest, having a radius of 142.83 feet and a central angle of 25 degrees 07 minutes 15 seconds, a distance of 62.62 feet to the northerly line of Block 6, Wilson Bell and Wagner's Addition to Minneapolis; thence North 89 degrees 55 minutes 59 seconds West, along said northerly line, a distance of 35.07 feet, to the northwest corner of Lot 4, Block 6, Wilson Bell and Wagner's

Addition to Minneapolis; thence South 00 degrees 04 minutes 30 seconds West, along the westerly line of said Lot 4 and the westerly line of Lot 9, said Block 6, a distance of 261.66 feet to the point of beginning.

Tract 2

General Location: Underneath Interstate 94

Property Identification No(s).: None (Assessed as Road Right-of-Way)

Tract Index (Abstract): Part of the Southeast ¼ of the Southeast ¼,
Section 21, Township 29, Range 24;
Part of the Southwest ¼ of the Southwest ¼,
Section 22, Township 29, Range 24;
Part of the Northeast ¼ of the Northeast ¼,
Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: None

Parcel 1

(From Page 1 of CR Doc. No. 5583152)

The right of way of the Chicago and North Western Transportation Company in the Southeast Quarter of the Southeast Quarter of Section 21, the Southwest Quarter of the Southwest Quarter of Section 22, and the Northeast Quarter of the Northeast Quarter of Section 28, all in Township 29 North, Range 24 West, Hennepin County, Minnesota, which lies Westerly of a line run parallel with and distant 345 feet Easterly of the East line of Lyndale Avenue North and Easterly of a line run parallel with and distant 20 feet Westerly of the West line of said Lyndale Avenue North.

Tract 3

General Location: Interstate 94 to Interstate 394

Property Identification No(s).: 28-029-24-12-0027

Tract Index (Abstract): Part of Lots 13 and 14, Block 15,

Part of Lots 13, 14 and 15, Block 21,

Part of Lots 8, 9, 10, 11, 12, 13 and 14, Block 22,

Part of Lots 1, 2, 3, 4, 5, 8, 9, 10, 11 and 12, Block 23,

Part of Lots 1 and 2, Block 24,

Bryn Mawr Addition to the City of Minneapolis;

Part of Auditor's Subdivision No. 11 (Unnumbered Tract);

Part of Lot 12, Block 1,

Groveland Addition to Minneapolis;

Part of the Southeast ¼ of the Southeast ¼,

Section 21, Township 29, Range 24;

Part of the Northeast ¼ of the Northeast ¼,

Part of the Northwest ¼ of the Northeast ¼,

Part of the Southwest ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northwest ¼ (Government Lot 5),

Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 10 and other land

Parcel 1

(From Pages 1, 2, 3 and 4 of Exhibit A of CR Doc. No. 9682077)

The Northwesterly 50.00 feet of the following described property:

All that portion of Lots 13, 14 and 15, Block 21; Lots 8, 9, 10, 11, 12, 13 and 14, Block 22; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 23; Lots 1, 2, and 3, Block 24; Lots 13 and 14, Block 15, all situated in BRYN MAWR ADDITION TO THE CITY OF MINNEAPOLIS, according to the recorded plat thereof; those portions of vacated Knox Avenue, James Avenue, Irving Avenue and Erie Avenue as originally located in said City of Minneapolis; AUDITOR'S SUBDIVISION NO. 11; Southeast Quarter of the Northwest Quarter; Southwest Quarter of the

Northeast Quarter and the North Half of the Northeast Quarter of Section 28; Southeast Quarter of the Southeast Quarter of Section 21, all in Township 29 North, Range 24 West, 4th Principal Meridian, Hennepin County, Minnesota, described as follows:

Beginning at the point of intersection of the westerly right-of-way line of Lyndale Avenue with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence southwesterly on an assumed bearing of South 54 degrees 25 minutes 06 seconds West, along said northwesterly line, a distance of 396.24 feet; thence South 55 degrees 49 minutes 06 seconds West, along said northwesterly line, a distance of 558.74 feet; thence South 50 degrees 46 minutes 06 seconds West, along said northwesterly line, a distance of 396.47 feet; thence South 53 degrees 08 minutes 06 seconds West, along said northwesterly line, a distance of 754.3 feet; thence North 46 degrees 35 minutes 04 seconds East, along said northwesterly line, a distance of 53.62 feet; thence South 53 degrees 11 minutes 11 seconds West, along said northwesterly line, a distance of 243.54 feet; thence South 46 degrees 35 minutes 04 seconds West, along said northwesterly line, a distance of 1122.60 feet; thence southwesterly a distance of 1010.41 feet, along said northwesterly line, on a tangential curve concave to the northwest having a radius of 2811.90 feet and a central angle of 20 degrees 35 minutes 18 seconds, to the northerly line of Superior Avenue; thence South 89 degrees 48 minutes 58 seconds West, along said northerly line of Superior Avenue, a distance of 249.90 feet to a point on a line distant 50.00 feet southeasterly of and parallel with Burlington Northern Railroad Company's east bound main track centerline as now located and constructed; thence northeasterly a distance of 393.55 feet, along said parallel line, on a non-tangential curve concave to the northwest having a radius of 1945.00 feet, a central angle of 11 degrees 35 minutes 35 seconds and a chord that bears North 57 degrees 08 minutes 51 seconds East and is 392.88 feet in length; thence northeasterly a distance of 236.20 feet, along said parallel line, on a tangential curve concave to the northwest having a radius of 2740.00 feet and a central angle of 04 degrees 56 minutes 21 seconds; thence North 46 degrees 24 minutes 42 seconds East, along said parallel line and tangent to last said curve, a distance of 2098.34 feet; thence northeasterly a distance of 159.86 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 3099.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence northeasterly a distance of 367.76 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 1349.99 feet and a central angle of 15 degrees 36 minutes 30 seconds; thence North 64 degrees 51 minutes 25 seconds East, along said parallel line and tangent to last said curve, a distance of 1021.79 feet; thence northeasterly, along said parallel line, a distance of 220.70 feet on a tangential curve concave to the southeast having a radius of 11900.00 feet and a central angle of 01 degree 03 minutes 45 seconds; thence North 65 degrees 55

minutes 10 seconds East, along said parallel line and tangent to last said curve, a distance of 195.17 feet to said westerly right-of-way line of Lyndale Avenue; thence South 00 degrees 21 minutes 28 seconds East, along said westerly right-of-way line, a distance of 49.10 feet to the point of beginning.

Together with that part of said above described property lying southeasterly of the Northwesterly 50.00 feet thereof and lying northerly of a line described as commencing at the northeast corner of the Northeast Quarter of Section 28, Township 29, Range 24; thence westerly along the north line of said Northeast Quarter a distance of 49.20 feet to the intersection with a line run parallel with and distant 20.00 feet westerly from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS, according to the recorded plat thereof; thence northerly along said northerly extension 36.61 feet to the point of beginning of the line to be described; thence southwesterly, deflecting to the left 119 degrees 01 minute 32 seconds, a distance of 5.00 feet; thence southwesterly 1058.76 feet along a tangential curve, concave to the northwest, having a radius of 5034.00 feet and a central angle of 12 degrees 03 minutes 02 seconds; thence southwesterly 257.45 feet along a reverse curve concave to the southeast having a radius of 1888.59 feet and a central angle of 07 degrees 48 minutes 38 seconds; thence southwesterly, tangent to said reverse curve, to the northwesterly line of said above described property and there terminating.

Together with that part of said above described property described as commencing at the point of intersection of the westerly right-of-way line of Lyndale Avenue with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence southwesterly on an assumed bearing of South 54 degrees 25 minutes 06 seconds West, along said northwesterly line, a distance of 396.24 feet; thence South 55 degrees 49 minutes 06 seconds West, along said northwesterly line, a distance of 558.74 feet; thence South 50 degrees 46 minutes 06 seconds West, along said northwesterly line, a distance of 396.47 feet; thence South 53 degrees 08 minutes 06 seconds West, along said northwesterly line, a distance of 754.3 feet; thence North 46 degrees 35 minutes 04 seconds East, along said northwesterly line, a distance of 53.62 feet; thence South 53 degrees 11 minutes 11 seconds West, along said northwesterly line, a distance of 243.54 feet; thence South 46 degrees 35 minutes 04 seconds West, along said northwesterly line, a distance of 1122.60 feet; thence southwesterly a distance of 1010.41 feet, along said northwesterly line, on a tangential curve concave to the northwest having a radius of 2811.90 feet and a central angle of 20 degrees 35 minutes 18 seconds, to the northerly line of Superior Avenue; thence South 89 degrees 48 minutes 58 seconds West, along said northerly line of Superior Avenue, a distance of 249.90 feet to a point on a line distant 50.00 feet southeasterly of and parallel with Burlington Northern Railroad Company’s east bound main track centerline as now

located and constructed; thence northeasterly a distance of 393.55 feet, along said parallel line, on a non-tangential curve concave to the northwest having a radius of 1945.00 feet, a central angle of 11 degrees 35 minutes 35 seconds and a chord that bears North 57 degrees 08 minutes 51 seconds East and is 392.88 feet in length; thence northeasterly a distance of 236.20 feet, along said parallel line, on a tangential curve concave to the northwest having a radius of 2740.00 feet and a central angle of 04 degrees 56 minutes 21 seconds; thence North 46 degrees 24 minutes 42 seconds East, along said parallel line and tangent to last said curve, a distance of 2037.47 feet to the point of beginning of the parcel to be described; thence continuing North 46 degrees 24 minutes 42 seconds East 60.87 feet; thence northeasterly a distance of 159.86 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 3099.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence northeasterly a distance of 199.15 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 1349.99 feet and a central angle of 08 degrees 27 minutes 08 seconds; thence South 32 degrees 17 minutes 57 seconds East 100.00 feet; thence southwesterly a distance of 184.40 feet along a non-tangential curve concave to the southeast having a radius of 1249.99 feet and a central angle of 08 degrees 27 minutes 08 seconds, the chord of said curve bears South 53 degrees 28 minutes 29 seconds West; thence southwesterly a distance of 154.73 feet on a compound curve concave to the southeast having a radius of 2999.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence South 46 degrees 24 minutes 42 seconds West 60.87 feet to the intersection with a line bearing South 43 degrees 35 minutes 18 seconds East from the point of beginning; thence North 43 degrees 35 minutes 18 seconds West 100.00 feet to the point of beginning, EXCEPT the Northwesterly 50.00 feet thereof.

Parcel 2

(From Pages 1 and 2 of Exhibit A of CR Doc. No. 9682078,

being a portion of Pages 2 and 3 of CR Doc. No. 4928955)

That part of the Southeast Quarter of Section 21 and of the North Half of Section 28, Township 29 North, Range 24 West of the Fourth Principal Meridian described as follows:

> Commencing at the northeast corner of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS; thence north along the northerly extension of the east line of said Lot 1 a distance of 15 feet; thence west, at right angles, a distance of 20 feet to the point of beginning of the tract of land herein described; thence continuing westerly along the last described course a distance of 29.95 feet; thence southwesterly deflecting to the left 31 degrees 10 minutes a distance of 149.5 feet; thence southwesterly deflecting to the right 01 degrees 59 minutes a distance of

148.5 feet; thence southwesterly to a point on the north line of Linden Avenue distant 252.41 feet westerly from the intersection of said north line with the center line of vacated Aldrich Avenue North; thence westerly, along said north line of Linden Avenue, to a point distant 28 feet southeasterly, measured at right angles, from the southeasterly right-of-way line of the Burlington Northern Railroad Company; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the west line of Bryant Avenue North; thence southerly, along said west line, to a point on the south line of vacated Linden Avenue; thence westerly, along said south line of vacated Linden Avenue, to a point distant 53 feet southeasterly, measured at right angles, from the southeasterly right-of-way line of said Burlington Northern Railroad Company; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the east line of Colfax Avenue North; thence southerly, along said east line, to a point distant 65.5 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the north line of Hawthorne Avenue; thence southwesterly to the northeast corner of Lot 12, Block 41, GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly to a point on the north line of Lot 11, said Block 41, distant 62 feet easterly from the northwest corner of said Lot 11; thence southwesterly to the southwest corner of said Lot 11; thence northerly, along the west line of said Lot 11, to a point distant 28 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the west line of Dupont Avenue North; thence southerly, along said west line, to a point distant 65.5 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the north line of Laurel Avenue; thence westerly, along said north line, to a point distant 28 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the south line of said Laurel Avenue; thence easterly, along said south line, to a point distant 14.73 feet east from the northwest corner of Block 44, GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly 489 feet to a point on the west line of said GROVELAND ADDITION TO MINNEAPOLIS distant 16.8 feet south from the north line of Ontario Avenue; thence southwesterly to a point on the north line of Lot 3, Block 3, SPRING LAKE ADDITION TO MINNEAPOLIS distant 40 feet west from the northeast corner of said Lot 3; thence southwesterly to a point on the west line of said SPRING LAKE ADDITION TO MINNEAPOLIS distant 6.2 feet south from its intersection with the westerly extension of the north line of Lot 15, Block 3, said SPRING LAKE ADDITION TO MINNEAPOLIS; thence southwesterly a distance of 250 feet to a point distant 75 feet southeasterly, measured radially, from the center line of the St. Paul, Minneapolis and Manitoba Railway as originally located; thence southwesterly, parallel with said center line, to a point on the south line of Government Lot 5, of

Section 28, Township 29, Range 24; thence westerly, along said south line, to a point distant 22 feet southeasterly, measured radially, from said center line of the St. Paul, Minneapolis and Manitoba Railway as originally located; thence northeasterly, parallel with said center line, to a point distant 90 feet northeasterly, measured along said parallel line, from the west line of GROVELAND ADDITION TO MINNEAPOLIS; thence northeasterly a distance of 245 feet, more or less, to a point distant 50 feet southeasterly, measured at right angles, from said center line and distant 358 feet northeasterly, measured parallel with said center line, from the west line of said GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly, parallel with said center line, to its intersection with the southeasterly right-of-way line of the Burlington Northern Railroad Company; thence northeasterly, along said right-of-way line, to a point distant 20 feet westerly, measured at right angles, from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS; thence southerly, parallel with said northerly extension, to the point of beginning; (Said described property shown as part of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 recorded with the County Recorder for Hennepin County, Minnesota as Document No. 5523297 and filed with the Registrar of Titles for said Hennepin County as Document No. 4687650);

which lies northerly of a line described as commencing at the northeast corner of the Northeast Quarter of Section 28, Township 29, Range 24; thence westerly along the north line of said Northeast Quarter a distance of 49.20 feet to the intersection with a line run parallel with and distant 20.00 feet westerly from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS, according to the recorded plat thereof; thence northerly along said northerly extension 36.61 feet to the point of beginning of the line to be described; thence southwesterly, deflecting to the left 119 degrees 01 minute 32 seconds, a distance of 5.00 feet; thence southwesterly 1058.76 feet along a tangential curve, concave to the northwest, having a radius of 5034.00 feet and a central angle of 12 degrees 03 minutes 02 seconds and said line there terminating.

Tract 4

General Location: Underneath and adjacent to Interstate 394

Property Identification No(s).: Part of 28-029-24-32-0051 (PID Division in Process)

Part of 28-029-24-32-0057 (Road PID - Division in Process)

Tract Index (Abstract): Part of Government Lots 4 and 5,

Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 10 and other land

Parcel 1

(From Pages 3 and 4 of Exhibit A of CR Doc. No. 9682078)

That part of Government Lot 4 of Section 28, Township 29 North, Range 24 West and LAKEVIEW ADDITION TO MINNEAPOLIS, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, described as follows:

Beginning at a point on the north line of said Government Lot 4 distant 50.00 feet southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence southwesterly parallel with said center line to the most northerly corner of Lot 8, Block 2, said LAKEVIEW ADDITION TO MINNEAPOLIS; thence southeasterly along the northeasterly line of said Lot 8 to its intersection with a line drawn parallel with and distant 25.00 feet southeasterly, measured at right angles, from the northwesterly line of said Lot 8; thence southwesterly along said parallel line to the northeasterly line of Lot 9, said Block 2; thence southeasterly along the northeasterly line of said Lot 9 to its intersection with a line drawn parallel with and distant 50.00 feet southeasterly, measured at right angles, from the northwesterly line of Lots 9, 10 and 11, said Block 2; thence southwesterly along said parallel line to the northeasterly line of Lot 10, said Block 2; thence southwesterly to a point on the southwesterly line of said Lot 10, distant 20.00 feet southeasterly from its intersection with said parallel line; thence southwesterly to a point on the westerly line of Lot 11, said Block 2, distant 35.00 feet southerly from its intersection with said parallel line, said point also being the northwest corner of Lot 3, Block 1, ROONEY AND ROONEY ADDITION TO KENWOOD, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Hennepin County, Minnesota; thence northerly along the northerly extension of the west line of said Lot 3 to the intersection with a line run parallel with and distant 22.00 feet southeasterly from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally

located; thence northeasterly parallel with said center line to a point on the north line of said Government Lot 4; thence east along said north line to the point of beginning; (Said described property shown as part of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 recorded with the County Recorder for Hennepin County, Minnesota as Document No. 5523297 and filed with the Registrar of Titles for said Hennepin County as Document No. 4687650);

which lies within the following described parcel:

Commencing at the west quarter corner of said Section 28; thence southerly on an assumed bearing of South 0 degrees 03 minutes 27 seconds East, along the west line of said Section 28 a distance of 493.63 feet; thence North 70 degrees 57 minutes 00 seconds East a distance of 655.76 feet to the point of intersection with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 340.03 feet to the intersection with the northerly extension of the west line of Lot 3, Block 1, said ROONEY AND ROONEY ADDITION TO KENWOOD, said intersection being the point of beginning of the parcel to be described; thence continuing North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 260.67 feet; thence South 70 degrees 59 minutes 47 seconds West a distance of 266.30 feet to the intersection with the northerly extension of the west line of said Lot 3; thence northerly along said northerly extension a distance of 19.11 feet to the point of beginning.

Parcel 2

(From Pages 4 and 5 of Exhibit A of CR Doc. No. 9682077)

Those parts of Government Lots 4 and 5, Section 28, Township 29 North, Range 24 West of the 4th Principal Meridian, Hennepin County, Minnesota, described as follows:

Commencing at the west quarter corner of said Section 28; thence southerly on an assumed bearing of South 0 degrees 03 minutes 27 seconds East, along the west line of said Section 28 a distance of 493.63 feet; thence North 70 degrees 57 minutes 00 seconds East a distance of 655.76 feet to the point of intersection with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof, said intersection being the point of beginning of the parcel to be described; thence North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 399.69 feet; thence North 70

degrees 57 minutes 00 seconds East 233.34 feet; thence northeasterly a distance of 305.01 feet along a non-tangential curve concave to the northwest having a radius of 2504.87 feet, a central angle of 6 degrees 58 minutes 36 seconds and a chord bearing of North 64 degrees 04 minutes 56 seconds East, to the point of intersection with a line drawn 40.00 feet north of and parallel with the east-west quarter line of said Section 28; thence North 89 degrees 45 minutes 06 seconds West along said parallel line a distance of 57.61 feet to the point of intersection with a line drawn 50.00 feet southeasterly of and parallel with the BNSF Railway Company main track centerline as now located and constructed; thence southwesterly a distance of 250.70 feet along a non-tangential curve concave to the northwest having a radius of 2476.87 feet, a central angle of 5 degrees 47 minutes 57 seconds and a chord bearing of South 64 degrees 39 minutes 06 seconds West; thence South 70 degrees 57 minutes 00 seconds West a distance of 631.21 feet to the point of beginning.

Tract 5

General Location: Interstate 394 to Franklin Ave. (the "Cedar Lake Yards")

Property Identification No(s).: Part of 28-029-24-32-0057 (Road PID - Division in Process)

29-029-24-41-0044

Tract Index (Abstract): Part of Lots 12, 13, 14, 15 and 16, Block 2,

Lakeview Addition to Minneapolis (Note: Part of said Lots 12 and 13 is Torrens);

Lot 9 and Part of Lot 1, Block 1,

"Kenwood, Minneapolis, Minn.";

Part of Government Lots 2 and 4,

Section 28, Township 29, Range 24;

Part of Government Lot 1,

Part of the Northeast ¼ of the Southeast ¼,

Part of the Southeast ¼ of the Southeast ¼,

Section 29, Township 29, Range 24.

Tract Index (Torrens): Certificate of Title No. 1422212.

HCRRA Property Map No(s).: Map No. 9 and Part of Map No. 10

Parcel 1

(From Pages 3 and 4 of CR Doc. No. 4928955 – with an exception based upon land described on Pages 3 and 4 of Exhibit A of CR Doc. No. 9682078 and from land described in "Tract 4 – Parcel 1" above)

That part of Government Lots 2 and 4 of Section 28, and of Government Lot 1, and the East one-half of the Southeast Quarter of Section 29, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of Government Lot 4, of Section 28, distant 50 feet Southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Southwesterly parallel with said center line to the most Northerly corner of Lot 8, in Block 2, of Lakeview Addition to Minneapolis; thence Southeasterly along the Northeasterly line of said Lot 8 to its intersection with a line drawn parallel with and distant 25 feet Southeasterly, measured at right angles, from the Northwesterly line of said Lot 8; thence Southwesterly along said parallel line to the Northeasterly line of Lot 9, in said Block 2; thence Southeasterly along the Northeasterly line of said Lot 9 to its intersection with a line drawn parallel with and distant 50 feet Southeasterly, measured at right angles, from the Northwesterly line of Lots 9, 10 and 11,

of said Block 2; thence Southwesterly along said parallel line to the Northeasterly line of Lot 10, in said Block 2; thence Southwesterly to a point on the Southwesterly line of said Lot 10, distant 20 feet Southeasterly from its intersection with said parallel line; thence Southwesterly to a point on the Westerly line of Lot 11, distant 35 feet Southerly from its intersection with said parallel line; thence Northerly along said Westerly line of Lot 11 a distance of 35 feet; thence Southwesterly to a point in the Easterly line of Lot 13, of said Block 2, distant 75 feet Southerly, measured at right angles, from the Northerly line of said Lot 13; thence Southwesterly to a point in the Easterly line of Lot 16, of said Block 2, distant 190 feet Northerly from Southeast corner of said Lot 16; thence Southwesterly to the Southwest corner of said Lot 16; thence Southerly along an Easterly line of Lot 1, in Block 1, of Kenwood a distance of 60.02 feet; thence Southwesterly to the most Southerly corner of said Lot 1; thence Southwesterly to the most Southerly corner of Lot 9, of said Block 1; thence Southerly to the Northwest corner of Lot 8, of said Block 1; thence Southwesterly along the Westerly extension of the Northerly line of said Lot 8, to a point distant 20 feet West, measured at right angles, from the West line of said Lot 8; thence South parallel with said West line to the Northerly line of Kenwood Parkway; thence Southwesterly to a point distant 362.68 feet due North from a point in the South line of Section 29, distant 1327.4 feet West from the Southeast corner of said Section 29; thence Southwesterly a distance of 390.29 feet to a point in the South line of Section 29, distant 1471.7 feet West from the Southeast corner of said Section 29; thence West along the South line of Section 29, to a point distant 6 feet Easterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Northeasterly parallel with said center line a distance of 1060.64 feet; thence deflecting right 91 degrees 35 minutes, a distance of 16.02 feet, to a point distant 22 feet Southeasterly, measured radially, from said center line; thence Northeasterly parallel with said center line to a point on the North line of Government Lot 4, of said Section 28; thence East along said North line to the beginning;

except that part thereof lying Easterly of the Northerly extension of the West line of Lot 3, Block 1, ROONEY AND ROONEY ADDITION TO KENWOOD, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Hennepin County, Minnesota.

Parcel 2

(From Torrens Certificate of Title No. 1422212 – Refer to RT Doc. No. 2165328)

That part of Lot 12 lying southerly of a line drawn from a point on the westerly line of said lot, distant 75 feet along said west line from the northwest corner of said lot, to a point in the east line of said lot, 50 feet southerly at right angles, to the northerly line of said lot; also

That part of Lot 13 lying southerly of a line drawn from a point in the east line of said lot, which is 75 feet southerly at right angles to the northerly line of said lot, to a point in the east line of Lot 16, distant 190 feet north from the southeast corner of said Lot 16, except the west 56 feet, front and rear, thereof;

All in Block 2, Lakeview Addition to Minneapolis,

Except that part thereof lying southeasterly of a line drawn in a northeasterly and southwesterly direction from a point in the east line of said Lot 12, 96.2 feet south of the northeast corner thereof, through a point in the east line of said Lot 13, 106.3 feet south of the northeast corner thereof, and said line continued southwestwardly in a straight line to the west line of said Lot 13.

Tract 6

General Location: Franklin Ave. to 24th St. – the "Platted Lots"

Property Identification No(s).: 32-029-24-12-0005

32-029-24-12-0044

32-029-24-12-0045

32-029-24-12-0046

Tract Index (Abstract): Lots as described below.

HCRRA Property Map No(s).: Part of Map No. 8

Parcel 1

(From Page 4 of CR Doc. No. 4928955)

Lots 1 to 17 inclusive in Block 12 of Kenwood; and Lots 1 to 6 inclusive of Block A, Kenwood Rearrangement, Minneapolis, Minnesota.

Parcel 2

(Note: Lots 7, 8, 9 and 10, Block A, Kenwood Rearrangement, Minneapolis, Minnesota, from Page 4 of CR Doc. No. 4928955 has been replatted into Lots 1 and 2, Block 1, and Outlot A, Hennepin Rail Authority, and said Lot 1 was previously transferred by CR Doc. No. 6254163)

Lot 2, Block 1, and Outlot A, Hennepin Rail Authority.

Tract 7

General Location: Franklin Ave. to Lake St. – except the "Platted Lots"

Property Identification No(s).: 32-029-24-12-0003

32-029-24-13-0001

32-029-24-34-0508

Tract Index (Abstract): Part of Government Lots 3, 4, 5, 7 and 8,

Section 32, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 8

Parcel 1

(From Pages 4 and 5 of CR Doc. No. 4928955)

That part of Section 32, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of Government Lot 3, in said Section 32, distant 50 feet Easterly, measured at right angles, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Southerly parallel with said center line to a point on the North line of Government (Lot) 4, in said Section 32; thence Easterly along the North line of said Government Lot 4 to a point distant 230 feet Easterly, measured at right angles, from said center line; thence Southerly parallel with said center line a distance of 742 feet; thence Southwesterly a distance of 700 feet to a point distant 75 feet Southeasterly, measured at right angles, from said center line; thence Southwesterly parallel with said center line to a point on the South line of said Government Lot 4; thence Westerly along said South line to a point distant 50 feet Southeasterly, measured at right angles, from said center line; thence Southwesterly to a point on the West line of Government Lot 5, in said Section 32, distant 645 feet South from the Northwest corner of said Government Lot 5; thence Southerly along the West line of said Government Lot 5, to a point distant 50 feet Southeasterly, measured at right angles, from the center line of the original main track of the Minneapolis and St. Louis Railroad Company; thence Southwesterly parallel with the center line of said main track to a point on the Westerly extension of the North line of West 28th Street; thence Westerly along said Westerly extension to a point distant 40 feet Southeasterly, measured radially, from the center line of said main track; thence Southwesterly parallel with the center line of said main track a distance of 995 feet, more or less, to a point on a line drawn radially to the center line of said main track from the point of intersection of the Northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company with a line drawn 50 feet Southeasterly, measured radially, from the

center line of said main track; thence Southeasterly along said radial line a distance of 10 feet; thence Southwesterly parallel with the center line of said main track to a point distant 567.38 feet Northeasterly, measured along said parallel line from a point on the South line of said Section 32; thence Southwesterly a distance of 580.15 feet to a point on said South line distant 37.5 feet Southeasterly, measured at right angles, from the center line of said main track; thence Westerly along the South line of said Section 32, to a point distant 50 feet Northwesterly, measured at right angles, from the center line of said main track; thence Northeasterly parallel with the center of said main track to a point on the North line of West Lake Street; thence Easterly along said North line to a point distant 12 feet Northwesterly, measured at right angles, from the center line of said main track; thence Northeasterly parallel with the center line of said main track to a point on the Southerly line of Cedar Lake Boulevard; thence Westerly along said Southerly line to a point distant 50 feet Southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Northeasterly parallel with said center line to a point distant 250 feet Southwesterly, measured along said parallel line from the East line of Government Lot 7, of said Section 32; thence Northwesterly radially to said center line a distance of 28 feet; thence Northeasterly parallel with and distant 22 feet Southeasterly, measured radially, from said center line to a point distant 51.85 feet Northeasterly, measured along said parallel line, from the West line of Government Lot 5, of said Section 32; thence Northwesterly, measured radially, to a point distant 6 feet Southeasterly, measured along said radial line, from said center line; thence Northeasterly parallel with said center line to a point on the North line of Government Lot 3, in said Section 32; thence Easterly along said North line to the beginning.

Tract 8

General Location: Midtown Corridor from Lake St. to East of Kenilworth Corridor

Property Identification No(s).: Division of 32-029-24-34-0509

Tract Index (Abstract): Part of Government Lot 7,

Section 32, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 32

Parcel 1

(From Exhibit A on Page 3 of CR Doc. No. 6128880)

All that part of the Soo Line Railroad Company right of way passing through the Southeast Quarter of the Southwest Quarter of Section 32, Township 29, Range 24,

which lies southwesterly of a line drawn parallel to and distant 390.00 feet southwesterly from the northeasterly line of Lot D, "West End Subdivision, Minneapolis, Minn" and its extensions.

(Note: The Southeast Quarter of the Southwest Quarter of said Section 32 is actually Government Lot 7.)

Tract 9

General Location: Lake St. to Minneapolis/St. Louis Park Border

Property Identification No(s).: 05-028-24-22-0006

05-028-24-22-0013

05-028-24-22-0127

05-028-24-22-0128

Tract Index (Abstract): Part of Block 1,

"Bebb's Addition to Minneapolis";

Part of Lot 24, Block 2,

Calhoun Boulevard Addition to Minneapolis, Minn.;

Part of Government Lot 6,

Part of the Northwest ¼ of the Northwest ¼,

Section 5, Township 28, Range 24.

HCRRA Property Map No(s).: Map No. 7 and Map No. 31

Parcel 1

(From Page 5 of CR Doc. No. 4928955)

That part of the North Half of the Northwest Quarter of Section 5, Township 28 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 5, distant 37.5 feet Southeasterly, measured at right angles, from the center line of the original main track of the Minneapolis and St. Louis Railway Company; thence Southwesterly a distance of 715.3 feet to a point distant 25 feet Southeasterly, measured radially, from the center line of said main track; thence Westerly parallel with the center line of said main track to a point on the West line of the Northwest Quarter of said Section 5; thence Northerly along said West line to a point distant 25 feet Northerly, measured radially, from the center line of said main track; thence Northeasterly parallel with the center line of said main track to a point on the center line of Chowen Avenue, now vacated; thence North along said center line of Chowen Avenue, now vacated, to a point distant 5.75 feet Northerly, measured at right angles, from said parallel line; thence Northeasterly to the Northeast corner of Block 1, Bebb's Addition to Minneapolis; thence Northeasterly parallel with the center line of said main track to a point on the North line of said Section 5; thence Easterly along said North line to the beginning.

(Note: The above perimeter description passes through a portion of Block 1, “Bebb’s Addition to Minneapolis”. Also, the North Half of the Northwest Quarter of said Section 5 is actually Government Lot 6 and the Northwest Quarter of the Northwest Quarter.)

Parcel 2

(From Page 5 of CR Doc. No. 4928955)

That part of the North 24 feet of Block 1, of Bebb’s Addition to Minneapolis, lying Westerly of a line running from the Northeast corner of said Block 1, to a point on the center line of Chowen Avenue, now vacated, distant 5.75 feet Northerly, measured at right angles, from the Southwesterly extension of the Southeasterly line of said Block 1.

Parcel 3

(From Exhibit A on Page 3 of CR Doc. No. 6128880)

All that part of the Soo Line Railroad Company right of way passing through the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Note: The land described above includes that portion of Lot 24, Block 2, Calhoun Boulevard Addition to Minneapolis, Minn. not included within the plat of Calhoun Greenway Addition. Also, the North Half of the Northwest Quarter of said Section 5 is actually Government Lot 6 and the Northwest Quarter of the Northwest Quarter.)

Tract 10

General Location: Minneapolis/St. Louis Park Border to West of Highway 100 - except Highway 100

Property Identification No(s).: 06-028-24-11-0001

06-028-24-11-0067 (State Assessed Rail PID)

06-028-24-11-0072

06-028-24-13-0004

Part of 06-028-24-24-0003 (PID Division in Process)

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,

Part of the Northwest ¼ of the Northeast ¼,

Part of the Southwest ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northwest ¼,

Part of the Southwest ¼ of the Northwest ¼,

Part of the Northwest ¼ of the Southwest ¼,

Section 6, Township 28, Range 24.

HCRRA Property Map No(s).: Part of Map No. 6 (except Highway 100) and Map No. 40

Parcel 1

(From Page 5 of CR Doc. No. 4928955)

A strip of land 50 feet in width extending over and across the North Half of the Northeast Quarter of Section 6, Township 28 North, Range 24 West of the Fourth Principal Meridian, said strip of land being 25 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 6.

Parcel 2

(From Page 5 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of said Section 6, said strip of land being 50 feet in width on each side of said original main track center line;

EXCEPT

(From Page 1 of CR Doc. No. 10274322)

That part of the Northwest Quarter of the Southwest Quarter of Section 6, Township 28 North, Range 24 West, shown as Parcel 200A on Minnesota Department of Transportation Right of Way Plat Numbered 27-221 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

AND EXCEPT

(From Page 1 of CR Doc. No. 10274323)

That part of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 6, Township 28 North, Range 24 West, shown as Parcel 200B on Minnesota Department of Transportation Right of Way Plats Numbered 27-221 and 27-222 as the same are on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 3

(From Page 1 of CR Doc. No. 5474897)

That part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 28 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the West line of said Southwest Quarter of the Northeast Quarter of Section 6, distant 299.7 feet Southerly from the Northwest corner thereof, said point being also on a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Minneapolis and St. Louis Railroad Company (later the Chicago and North Western Transportation Company, now the Hennepin County Regional Railroad Authority), as said main track center line was originally located and established over and across said Section 6; thence Northeasterly parallel with said original main track center line a distance of 46 feet; thence Westerly along a straight line a distance of 43 feet, more or

less, to a point on the West line of said Southwest Quarter of the Northeast Quarter of Section 6, distant 11 feet Northerly from the point of beginning; thence Southerly along said West line of the Southwest Quarter of the Northeast Quarter of Section 6 a distance of 11 feet to the point of beginning.

Parcel 4

(From Page 1 of CR Doc. No. 7786115)

That part of the Northeast Quarter of Section 6, Township 28, Range 24 lying northerly of the northerly line of the plat of BELTLINE BUSINESS PARK and southerly of the southerly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 6 recorded as Document Number 5504276 in the Hennepin County Recorders Office which lies easterly of the following described line and its southeasterly extension:

Commencing at the intersection of the east line of Section 6, Township 28, Range 24 and the main track centerline of the SOO Line Railroad as described in Document 5360776 and said point being depicted as Railroad Engineers Station 402+10 on the CANADIAN PACIFIC RAILWAY Map of proposed track changes at Bass Lake Yard dated 6/05/2001; thence westerly along said main track centerline a distance of 2020 feet to the Point of Switch at Station 381+90 on said Railway Map and being the point of beginning of the line to be described; thence northwesterly at right angles to said main track centerline to the southerly line of said HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 6 and said line there terminating.

Tract 11

General Location: West of Highway 100 (except Highway 100) to West of Wooddale Ave.,

Property Identification No(s).: Division of 16-117-21-31-0005

Tract Index (Abstract): Part of Government Lots 5, 7 and 8,

Section 16, Township 117, Range 21.

HCRRA Property Map No(s).: Part of Map No. 5 (and except Hwy 100)

Parcel 1

(From Pages 5 and 6 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across Government Lots 5, 6, 7, and 8 of Section 16, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 16. **EXCEPTING THEREFROM** the following: Those parts of Government Lots 5, 6, 7 and 8 in said Section 16, bounded and described as follows: Beginning at a point on the Northeasterly line of Wood Dale (or Pleasant) Avenue, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 16; thence Northeasterly parallel with said original main track center line to a point distant 14 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 253, as said spur track is now located; thence Southwesterly parallel with said spur track center line to a point distant 30 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line to a point on the Northeasterly line, or the Southeasterly extension thereof, of said Wood Dale Avenue; thence Northwesterly along said Northeasterly line, or the Southeasterly extension thereof, of Wood Dale Avenue, to the point of beginning. **ALSO EXCEPTING THEREFROM** the following: That part of Government Lot 7 in said Section 16, bounded as follows: On the Southwest by the West line of said Section 16; On the Northwest by a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western

Transportation Company), as said main track center line was originally located and established across said Sections 16 and 17, and said parallel line being also the Southeasterly lines, and extensions thereof, of Blocks 40 and 41, Rearrangement of St. Louis Park; On the Northeast by the Southerly line, or the Easterly extension thereof, of 36th Street; And on the Southeast by a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located. [**Excepting therefrom** that part lying Southeasterly of a line parallel with and distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 260, as said spur track is now located.]

EXCEPT

(From Page 1 of CR Doc. No. 10274323)

That part of Government Lot 5, Section 16, Township 117 North, Range 21 West, shown as Parcel 200B on Minnesota Department of Transportation Right of Way Plat Numbered 27-221 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Tract 12

General Location: West of Wooddale Ave. to East of Louisiana Ave.

Property Identification No(s).: 17-117-21-44-0001

Tract Index (Abstract): Part of the Southwest ¼ of the Southeast ¼,
Part of the Southeast ¼ of the Southeast ¼,
Section 17, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 4

Parcel 1

(From Page 7 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the South Half of the Southeast Quarter of Section 17, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 17; **EXCEPTING THEREFROM** that part bounded as follows: On the Southwest by the Southerly extension of the West line of Dakota Avenue; On the Northwest by a line parallel with and distant 50 feet Northwesterly, measured at right angles, from said original main track center line; On the East by the East line of said Section 17; And on the Southeast by a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located.

Tract 13

General Location: East of Louisiana Ave. to St. Louis Park/Hopkins Border

Property Identification No(s).: 20-117-21-12-0001

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,
Part of the Northwest ¼ of the Northeast ¼,
Part of the Northeast ¼ of the Northwest ¼,
Part of the Northwest ¼ of the Northwest ¼,
Part of the Southwest ¼ of the Northwest ¼,
Section 20, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 3

Parcel 1

(From Page 7 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 20, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 20.

Tract 14

General Location: St. Louis Park/Hopkins Border to Highway 169

Property Identification No(s).: 19-117-21-13-0083
19-117-21-14-0005
19-117-21-31-0002
19-117-21-42-0036

Tract Index (Abstract): Lot 96 and Part of Lot 97,
Auditor's Subdivision No. 239;
Part of the Southwest ¼ of the Northeast ¼,
Part of the Southeast ¼ of the Northeast ¼,
Part of the Northeast ¼ of the Southwest ¼,
Part of the Northwest ¼ of the Southwest ¼,
Part of the Southwest ¼ of the Southwest ¼,
Part of the Northwest ¼ of the Southeast ¼,
Section 19, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 2, Map No. 30 and other land

Parcel 1

(From Page 1 of CR Doc. No. 8866213)

That part of the Northwesterly 25 feet of Lot 96, Auditor's Subdivision No. 239, Hennepin County, Minn., lying Easterly of the Southerly extension of the West line of Tract O, Registered Land Survey No. 561, Hennepin County, Minn.

Parcel 2

(From Pages 7 and 8 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the South Half of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the

Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 19. **EXCEPTING THEREFROM** the following: That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for said county, described as follows: Beginning at the point of intersection of the East line of Monk Avenue with the Northwesterly right-of-way line of the Minneapolis and St. Louis Railway Company, said right-of-way line being parallel with and distant Northwestwardly 50 feet from the center line of said Railway Company's Southbound main track, as there now located; thence Northeastwardly, upon and along said right-of-way line, 845 feet; thence South parallel with said street line 14.48 feet to a point distant Southeastwardly 13 feet from said right-of-way line; thence Southwestwardly, parallel with said right-of-way line 845 feet, to said street line; thence North, upon and along said street line 14.48 feet to the point of beginning -- all being located in the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West, City of Hopkins, Hennepin County, Minnesota. **ALSO EXCEPTING THEREFROM** the following: That part of the Southwest Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West, Hennepin County, Minnesota, described as follows: The Northwesterly 25.00 feet, as measured at right angles to the Northwesterly line, of the Chicago and North Western Transportation Company right-of-way lying Westerly of the Southerly extension of the East line of Lot 92, Auditor's Subdivision No. 239, according to the recorded plat thereof, and which lies Easterly of the Southerly extension of the West line of Tract O, Registered Land Survey No. 561, according to the recorded Registered Survey thereof.

(Note: The above description includes part of Lots 96 and 97, Auditor's Subdivision No. 239)

Parcel 3

(From Page 8 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across that part of the North Half of the Southwest Quarter of said Section 19 lying Northerly of the Northerly line of Excelsior Boulevard, said strip of land being 50 feet in width on each side of said original main track center line.

Parcel 4

(From Page 8 of CR Doc. No. 4928955)

That part of the Southwest Quarter of said Section 19, bounded and described as follows: Beginning at a point on the Southerly line of Excelsior Road (now Excelsior Boulevard), as said Road was established prior to the widening and improvement thereof (1978), distant 71.6 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said center line a distance of 302.47 feet; thence Southwesterly along a straight line a distance of 636.8 feet to a point on the East line of Washington Avenue, distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southerly along said East line of Washington Avenue a distance of 58 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) connecting track ICC No. 9, as said track is now located; thence Northeasterly parallel with the center line of said connecting track (and the continuation thereof to the center line of the Westbound main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company) a distance of 830 feet, more or less, to a point opposite the point of switch for said connecting track (at said last described main track center line); thence Southeasterly radial to the last described course a distance of 3 feet, more or less, to a point distant 50 feet Southeasterly, measured at right angles, from said original (Minneapolis and St. Louis Railway Company) main track center line; thence Northeasterly parallel with said original main track center line a distance of 430 feet, more or less, to a point on the Southerly line of said Excelsior Road; thence Westerly along said Southerly line of Excelsior Road a distance of 315 feet, more or less, to the point of beginning.

Parcel 5

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 19 – Southwest Quarter.

Tract 15

General Location: Highway 169 to East of 11th Ave. – South of Excelsior Blvd.

Property Identification No(s).: 24-117-22-43-0005

24-117-22-44-0050

Division of 24-117-22-44-0051

Tract Index (Abstract): Part of Lot 26,

Auditor's Subdivision No. 242;

Part of the Southwest ¼ of the Southeast ¼,

Section 24, Township 117, Range 22.

HCRRA Property Map No(s).: Map No. 29 and Part of Map No. 12

Parcel 1

(From Pages 8 and 9 of CR Doc. No. 4928955)

That part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 117 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the East line of said Section 24, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), running from Hopkins to Albert Lea, as said main track center line was originally located and established across said Section 24; thence Southwesterly parallel with said original main track center line a distance of 240 feet, more or less, to a point distant 50 feet Northwesterly, measured radially, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), running from Hopkins to Morton, as originally located and established; thence Southwesterly parallel with said last described original main track center line a distance of 230 feet, more or less, to a point on a line drawn parallel with and distant 25 feet Southeasterly, measured at right angles, from a line hereinafter designated Line "A"; thence Southwesterly parallel with said Line "A" a distance of 210 feet, more or less, to a point distant 50 feet Southerly, measured radially, from said last described (Hopkins to Morton) original main track center line; thence Easterly parallel with said last described original main track center line a distance of 65 feet, more or less, to a point distant 50 feet Northwesterly, measured at right angles, from said (Hopkins to Albert Lea) original main track center line; thence Northeasterly along a straight line a distance of 220 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the

Minneapolis and St. Louis Railway Company), running from Hopkins to Albert Lea, as said main track is now located, at the point of switch for Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 6, as said spur track is now located; thence Northeasterly parallel with said spur track center line a distance of 385 feet, more or less, to a point on the East line of said Section 24; thence Northerly along said East line of Section 24 a distance of 55 feet, more or less, to the point of beginning. **DESCRIPTION FOR LINE "A":** Commencing at the Southeast corner of said Section 24; thence Northerly along the East line of said Section 24 a distance of 953.32 feet; thence Westerly deflecting to the left 112 degrees 38 minutes 17 seconds a distance of 780 feet and there terminating.

(Note: The above description includes a portion of the land described in Parcel 5 on Page 2 of CR Doc. No. 4681025)

Parcel 2

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 24 – South Half of the Southeast Quarter.

Tract 16

General Location: East of 11th Ave. to Hopkins/Minnetonka Border

Property Identification No(s).: 25-117-22-12-0010

25-117-22-21-0001

Tract Index (Abstract): Part of the Northwest ¼ of the Northeast ¼,

Part of the Northeast ¼ of the Northwest ¼,

Part of the Northwest ¼ of the Northwest ¼,

Section 25, Township 117, Range 22.

HCRRA Property Map No(s).: Map No. 28

Parcel 1

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 25 – Northwest Quarter of the Northeast Quarter;

North Half of the Northwest Quarter.

Tract 17

General Location: Easterly 275.00 feet of Section 26, Township 117, Range 22 in Minnetonka

Property Identification No(s).: Division of 26-117-22-13-0007

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,
Section 26, Township 117, Range 22.

HCRRA Property Map No(s).: Part of Map No. 27

Parcel 1

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 26 – East Half of the Northeast Quarter,

which lies Easterly of a line drawn parallel to and distant 275.00 feet Westerly of the East line of said Northeast Quarter of said Section 26.

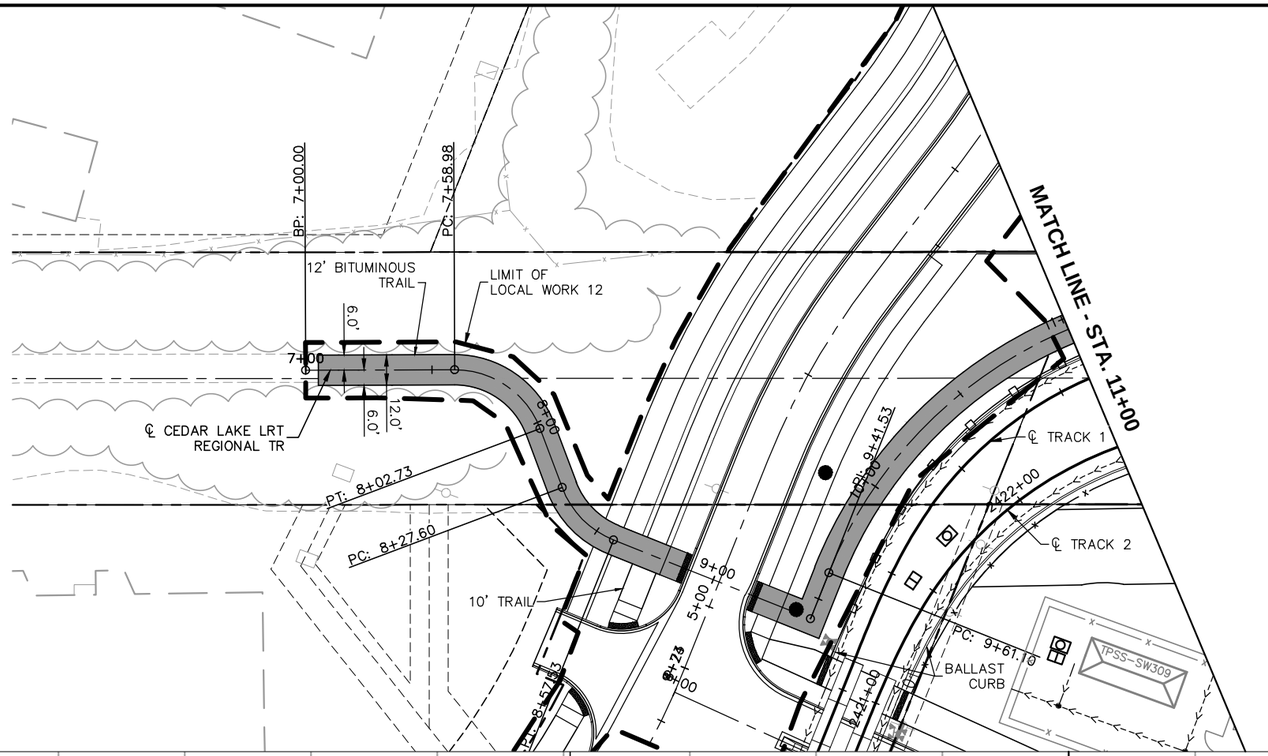
Exhibit 2: General Depiction of the Bike Trail

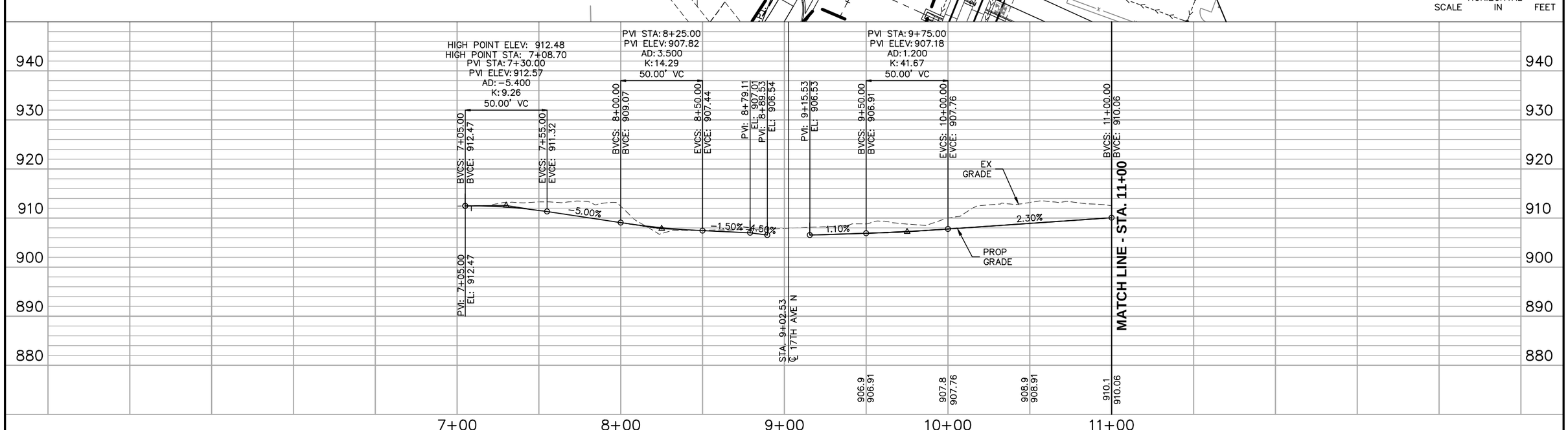
CONSTRUCTION NOTES

1. PEDESTRIAN CURB RAMP PER MNDOT STANDARD PLAN 5-297.250
2. PLATE BEAM GUARDRAIL DESIGN B PER MNDOT STANDARD PLATE 8338
3. THRIE BEAM BULLNOSE GUARDRAIL PER MNDOT STANDARD PLAN 5-297.611
4. BRIDGE APPROACH PANEL PER MNDOT STANDARD PLANS 5-297.224 THRU 5-297.233
5. DRIVEWAY APRON PER CITY OF EDEN PRAIRIE STANDARD DETAIL R-14
6. DRIVEWAY APRON PER CITY OF HOPKINS STANDARD PLATE STRT-6A
7. CONCRETE APPROACH NOSE DETAIL PER MNDOT STANDARD PLATE 7113

NOTES

1. ROADWAY PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR ROADWAY GRADING DETAIL
3. LEGEND AND ADDITIONAL CONSTRUCTION NOTES SEE "CONSTRUCTION NOTES AND LEGEND"





0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	KDM	PSG	TPB	ISSUED FOR BID

AECOM SRF Consulting Group, Inc.

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

METROPOLITAN COUNCIL SOUTHWEST Green Line LRT Extension

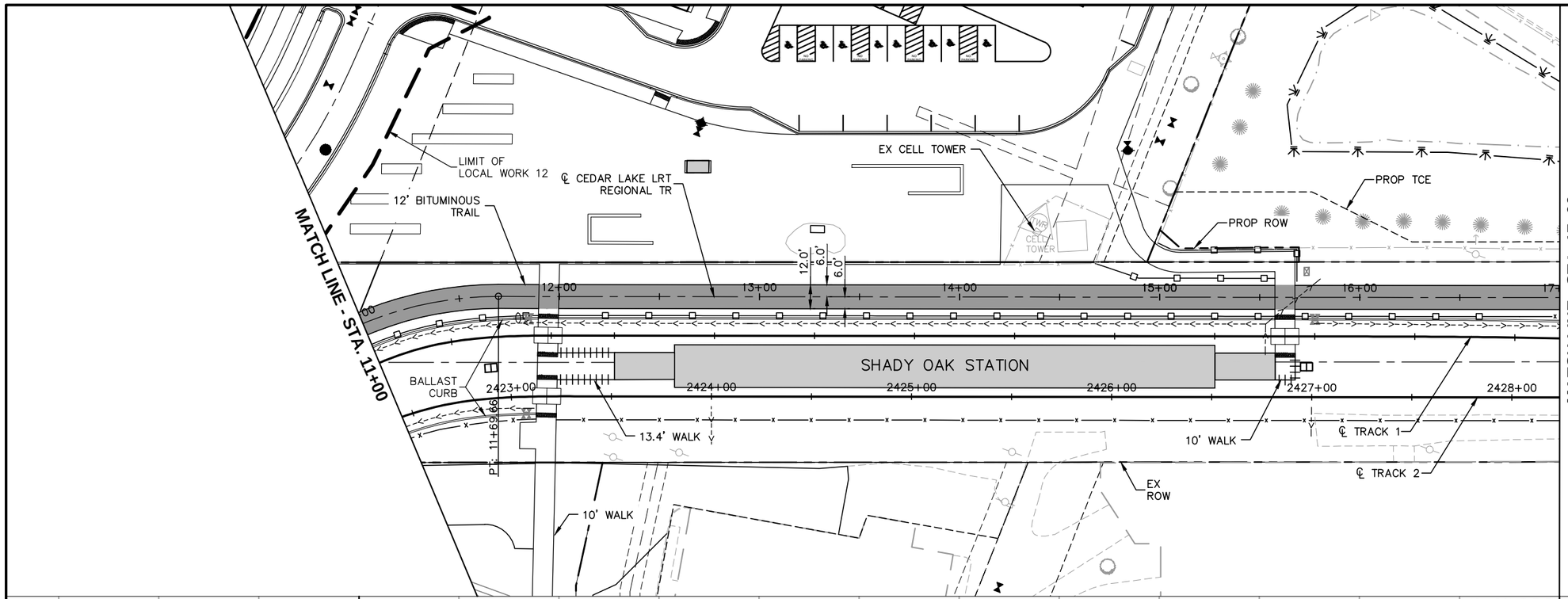
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA. 7+00 TO STA. 11+00

DISCIPLINE: CIVIL

SHEET NAME: W3-CIV-TRL-014

SHEET 225 OF 416

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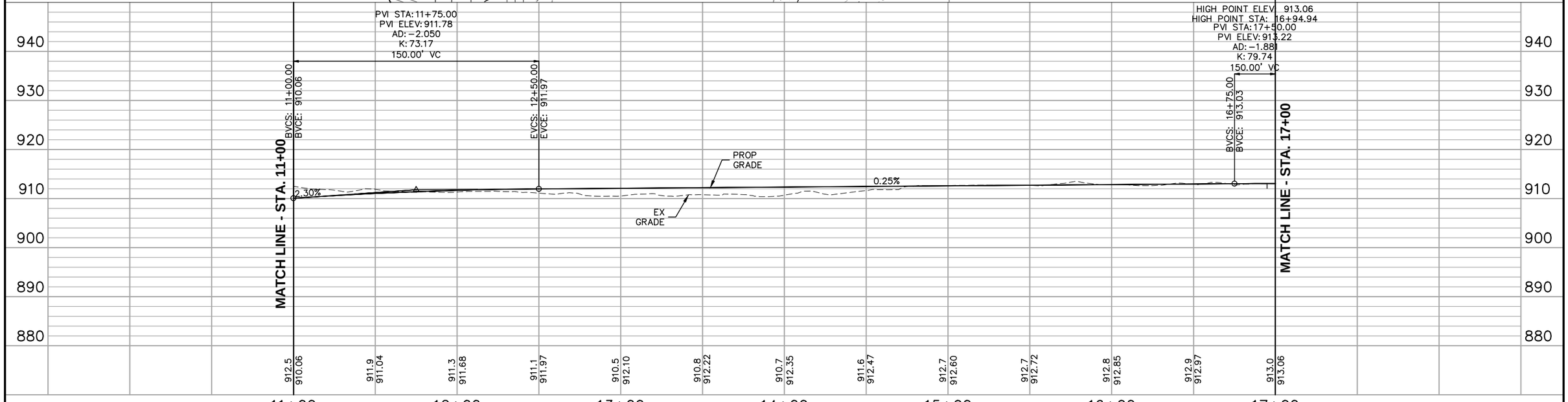
CONSTRUCTION NOTES

1. PEDESTRIAN CURB RAMP PER MNDOT STANDARD PLAN 5-297.250
2. PLATE BEAM GUARDRAIL DESIGN B PER MNDOT STANDARD PLATE 8338
3. THRIE BEAM BULLNOSE GUARDRAIL PER MNDOT STANDARD PLAN 5-297.611
4. BRIDGE APPROACH PANEL PER MNDOT STANDARD PLANS 5-297.224 THRU 5-297.233
5. DRIVEWAY APRON PER CITY OF EDEN PRAIRIE STANDARD DETAIL R-14
6. DRIVEWAY APRON PER CITY OF HOPKINS STANDARD PLATE STRT-6A
7. CONCRETE APPROACH NOSE DETAIL PER MNDOT STANDARD PLATE 7113

NOTES

1. ROADWAY PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR ROADWAY GRADING DETAIL
3. LEGEND AND ADDITIONAL CONSTRUCTION NOTES SEE "CONSTRUCTION NOTES AND LEGEND"

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	KDM	PSG	TPB	ISSUED FOR BID

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

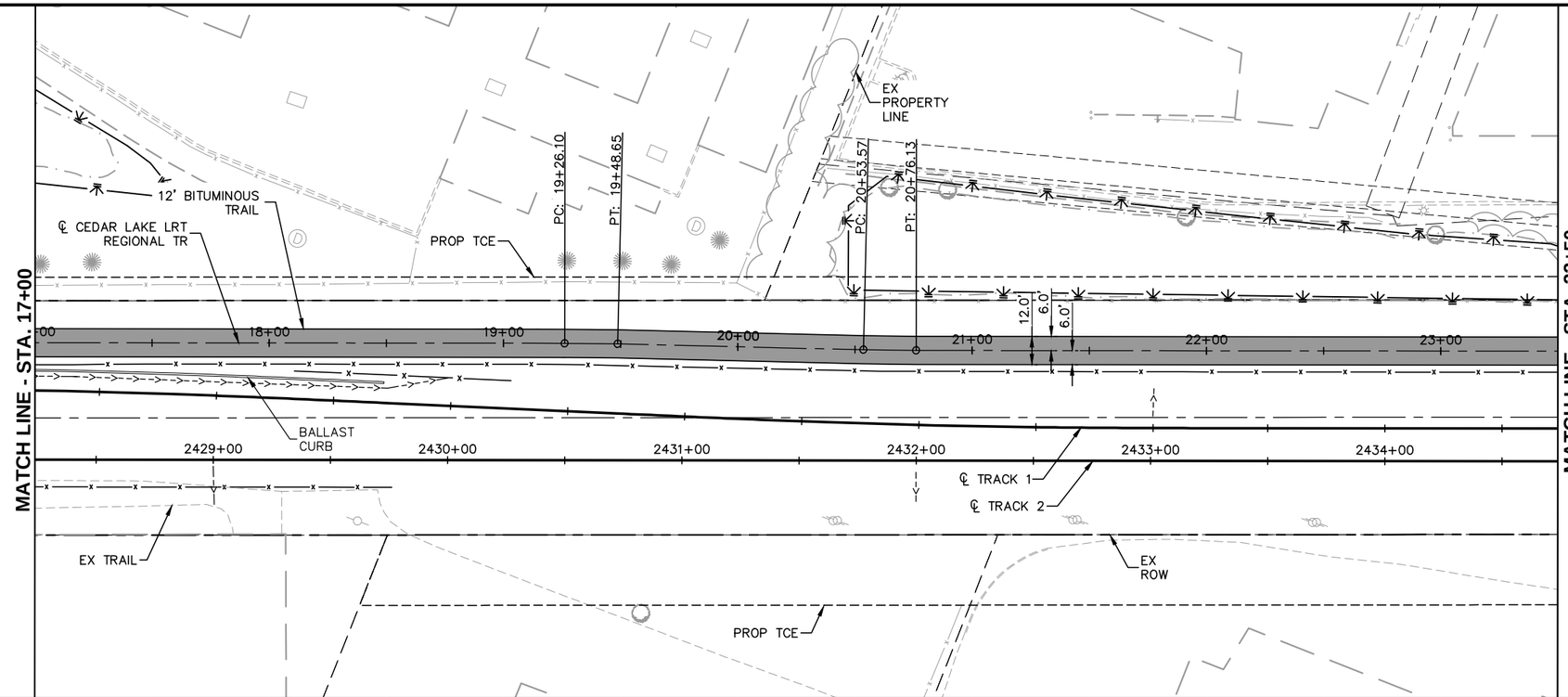
AECOM SRF Consulting Group, Inc. METROPOLITAN COUNCIL SOUTHWEST Green Line LRT Extension

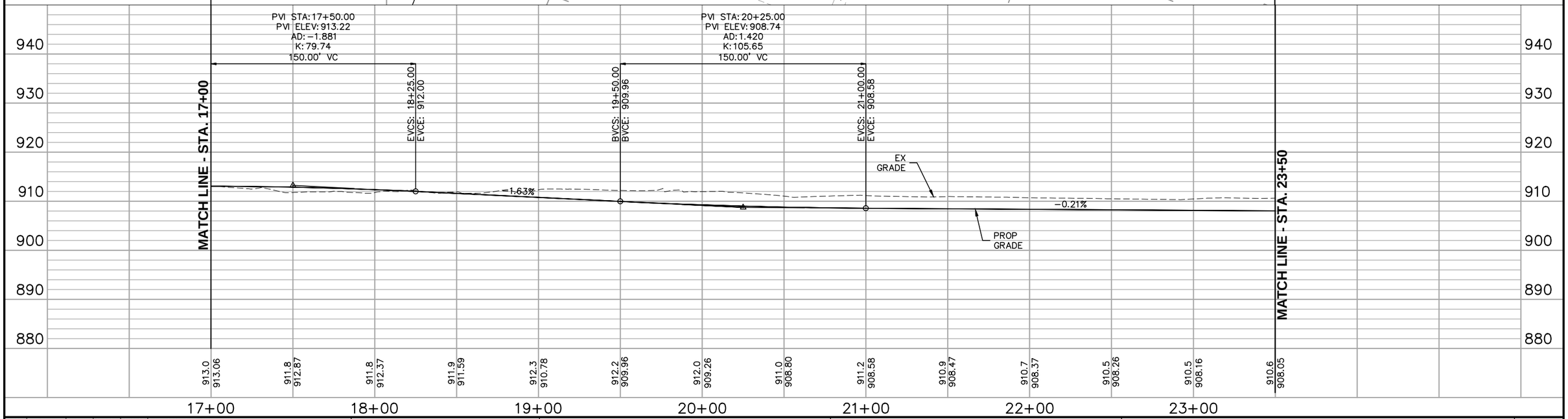
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA. 11+00 TO STA. 17+00

DISCIPLINE: CIVIL
SHEET NAME: W3-CIV-TRL-015

SHEET 226 OF 416

Dec, 16 2016 03:42 pm V:\3400_ADC\CAD\SEGMENT W3\PLAN SHEETS\CIVIL\W3-CIV-TRL.dwg By: kmclement





CONSTRUCTION NOTES

1. PEDESTRIAN CURB RAMP PER MNDOT STANDARD PLAN 5−297.250
2. PLATE BEAM GUARDRAIL DESIGN B PER MNDOT STANDARD PLATE 8338
3. THRIE BEAM BULLNOSE GUARDRAIL PER MNDOT STANDARD PLAN 5−297.611
4. BRIDGE APPROACH PANEL PER MNDOT STANDARD PLANS 5−297.224 THRU 5−297.233
5. DRIVEWAY APRON PER CITY OF EDEN PRAIRIE STANDARD DETAIL R−14
6. DRIVEWAY APRON PER CITY OF HOPKINS STANDARD PLATE STRT−6A
7. CONCRETE APPROACH NOSE DETAIL PER MNDOT STANDARD PLATE 7113

NOTES

1. ROADWAY PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR ROADWAY GRADING DETAIL
3. LEGEND AND ADDITIONAL CONSTRUCTION NOTES SEE "CONSTRUCTION NOTES AND LEGEND"

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	KDM	PSG	TPB	ISSUED FOR BID

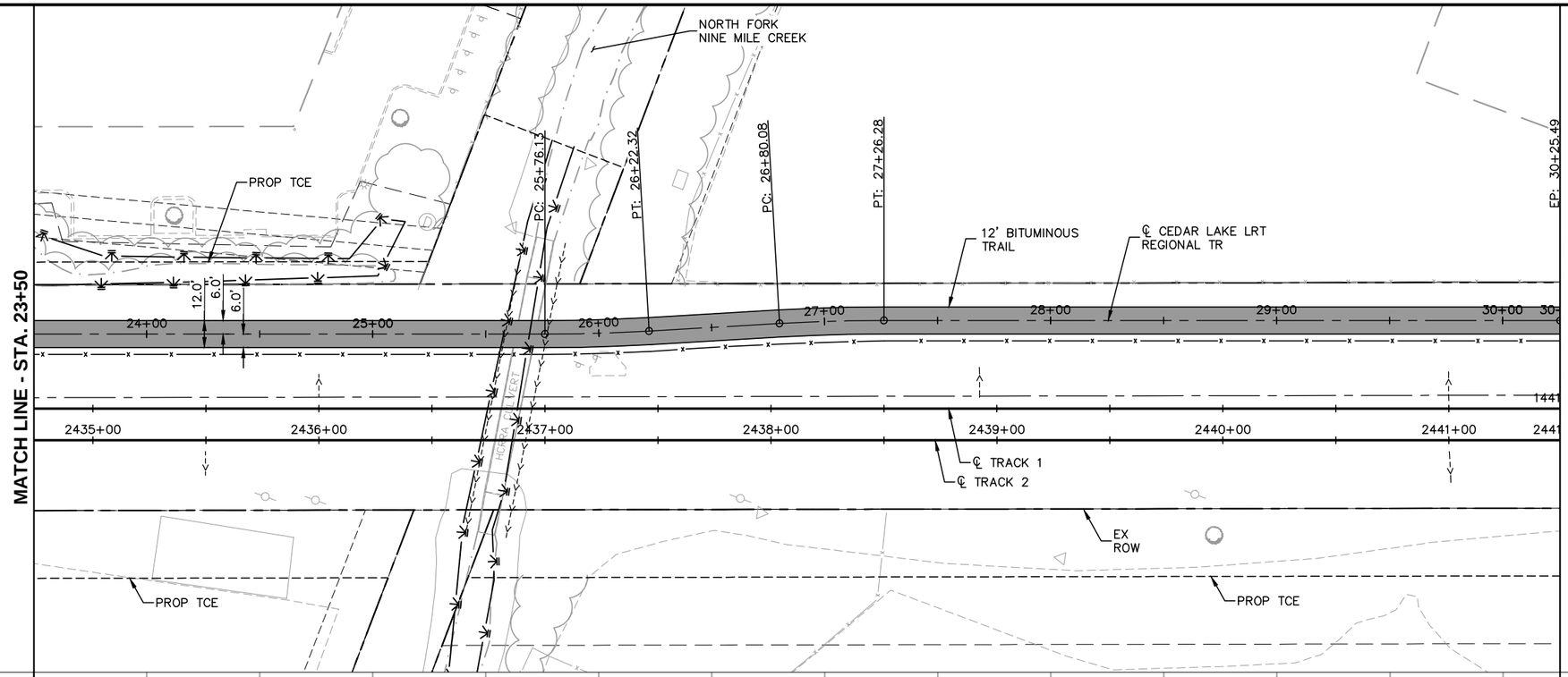
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

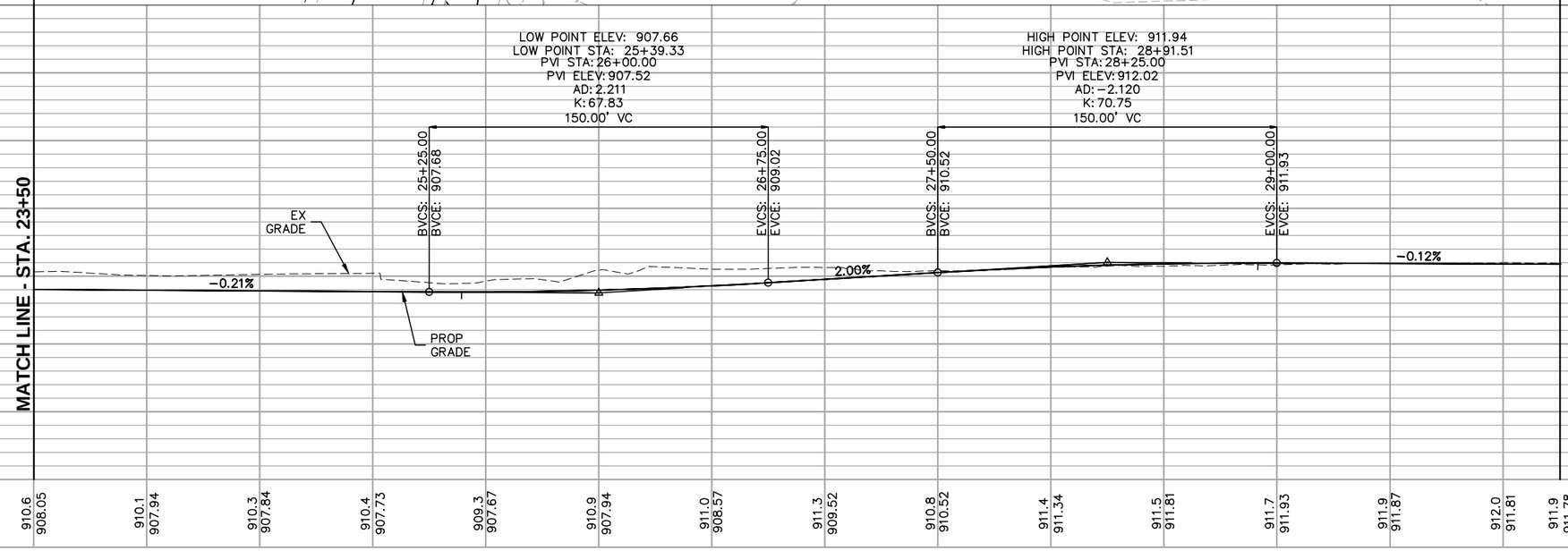
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA. 17+00 TO STA. 23+50

SHEET 227 OF 416

DISCIPLINE: CIVIL
SHEET NAME: W3-CIV-TRL-016

Dec, 16 2016 03:42 pm v:\3400_ADC\CAD\SEGMENT W3\PLAN SHEETS\CIVIL\W3−CIV−TRL.dwg By: kmclement





CONSTRUCTION NOTES

1. PEDESTRIAN CURB RAMP PER MNDOT STANDARD PLAN 5-297.250
2. PLATE BEAM GUARDRAIL DESIGN B PER MNDOT STANDARD PLATE 8338
3. THRIE BEAM BULLNOSE GUARDRAIL PER MNDOT STANDARD PLAN 5-297.611
4. BRIDGE APPROACH PANEL PER MNDOT STANDARD PLANS 5-297.224 THRU 5-297.233
5. DRIVEWAY APRON PER CITY OF EDEN PRAIRIE STANDARD DETAIL R-14
6. DRIVEWAY APRON PER CITY OF HOPKINS STANDARD PLATE STRT-6A
7. CONCRETE APPROACH NOSE DETAIL PER MNDOT STANDARD PLATE 7113

NOTES

1. ROADWAY PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR ROADWAY GRADING DETAIL
3. LEGEND AND ADDITIONAL CONSTRUCTION NOTES SEE "CONSTRUCTION NOTES AND LEGEND"

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	KDM	PSG	TPB	ISSUED FOR BID

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

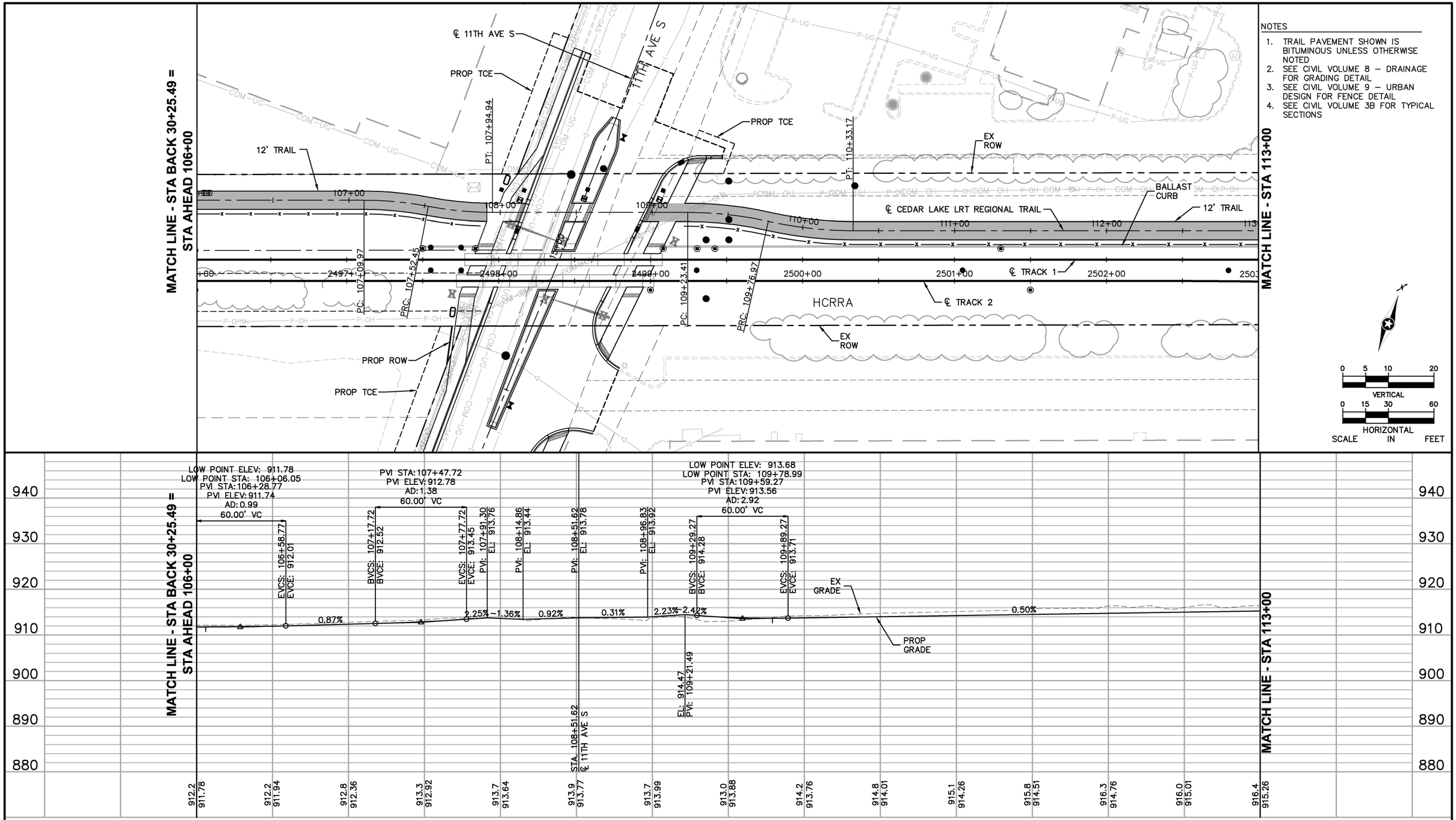
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA. 23+50 TO STA. 30+25

SHEET 228 OF 416

DISCIPLINE: CIVIL
SHEET NAME: W3-CIV-TRL-017

Dec, 16 2016 03:42 pm V:\3400_ADC\CAD\SEGMENT W3\PLAN SHEETS\CIVIL\W3-CIV-TRL.dwg By: kmcclement

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 106+00 TO STA 113+00

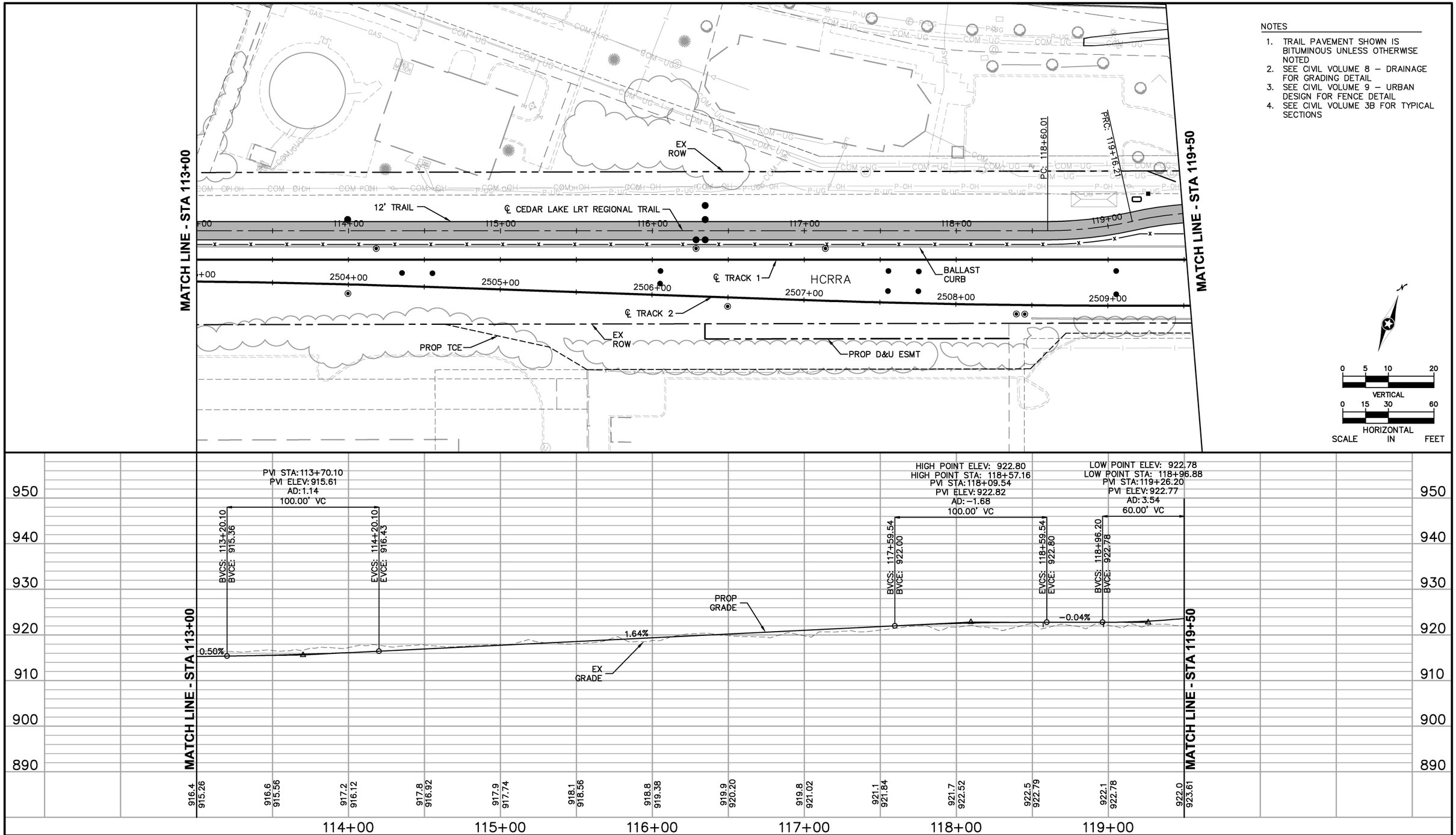
DISCIPLINE: CIVIL

SHEET NAME: E1-TRL-PRF - 001

SHEET 229 OF 416

Dec. 16 2016 11:11 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

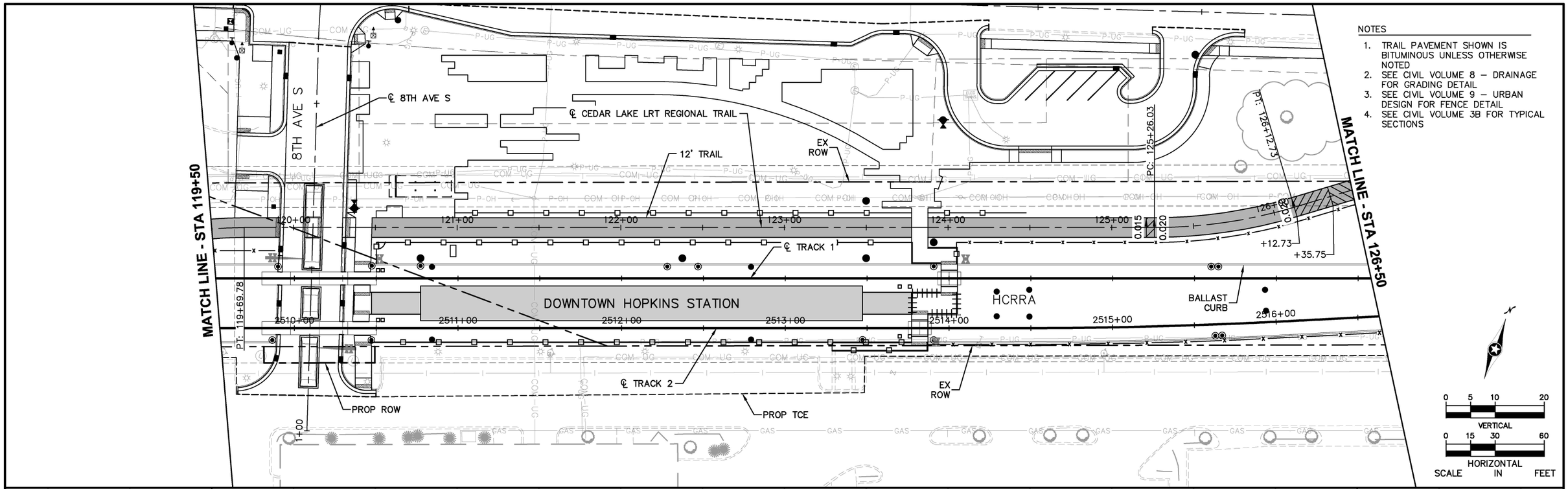
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 113+00 TO STA 119+50

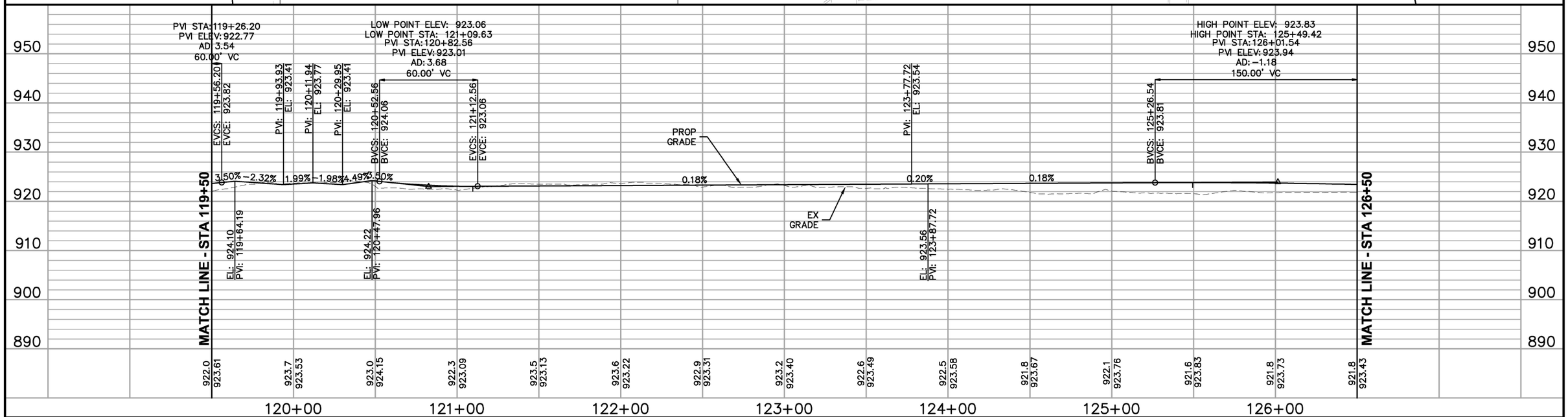
DISCIPLINE: CIVIL
SHEET NAME: E1-TRL-PRF - 002

SHEET 230 OF 416

Dec, 16 2016 11:13 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 119+50 TO STA 126+50

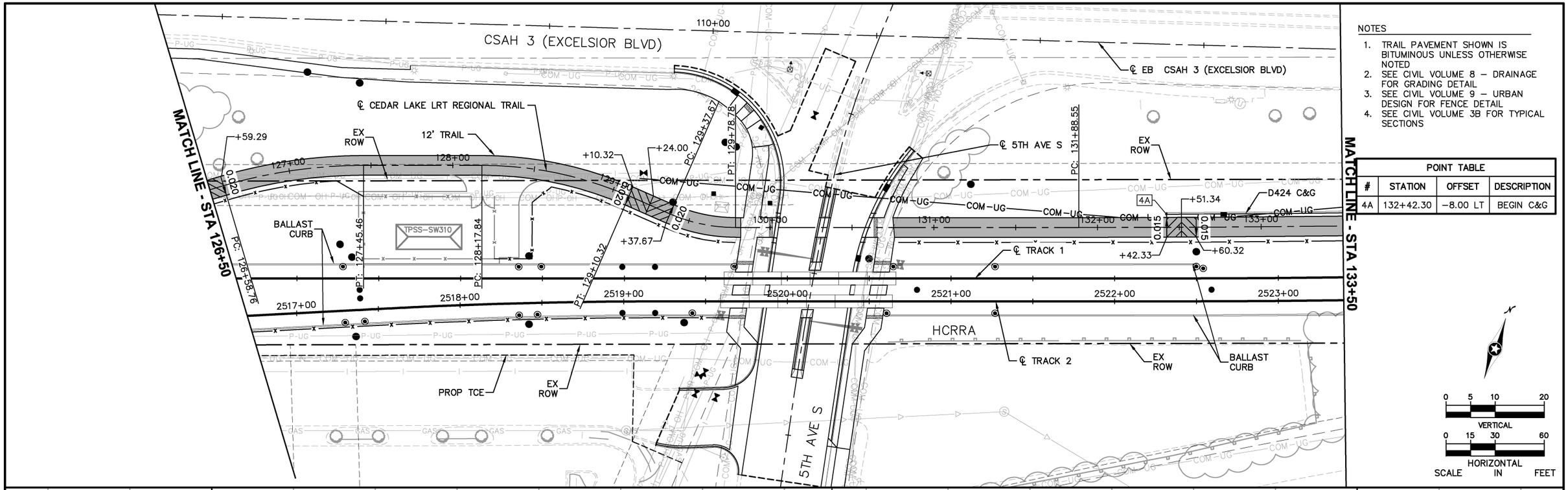
DISCIPLINE: CIVIL

SHEET NAME: E1-TRL-PRF - 003

SHEET 231 OF 416

Dec, 16 2016 11:15 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

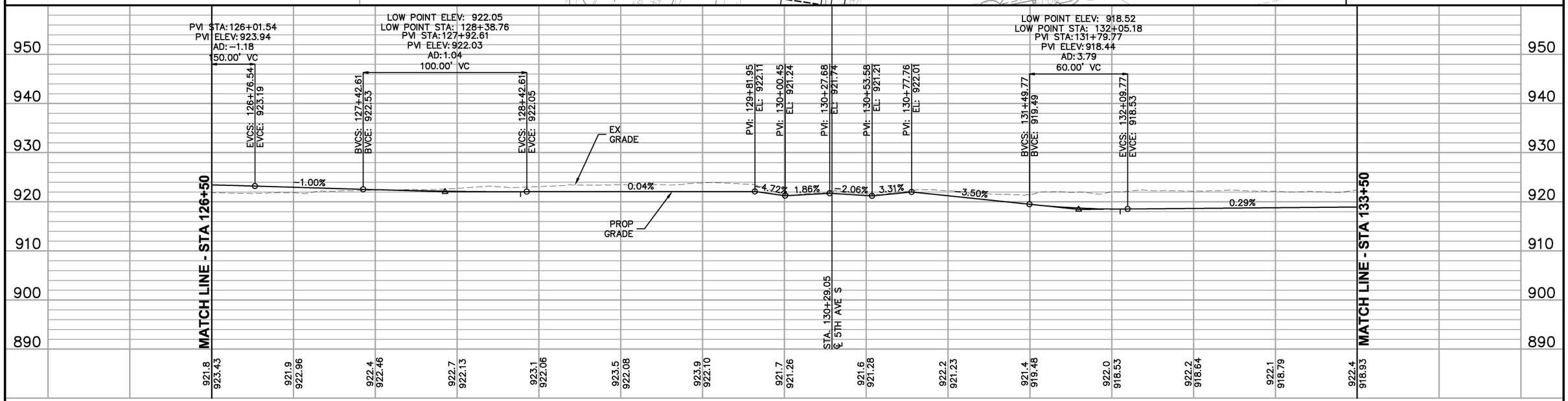


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
4A	132+42.30	–8.00 LT	BEGIN C&G

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

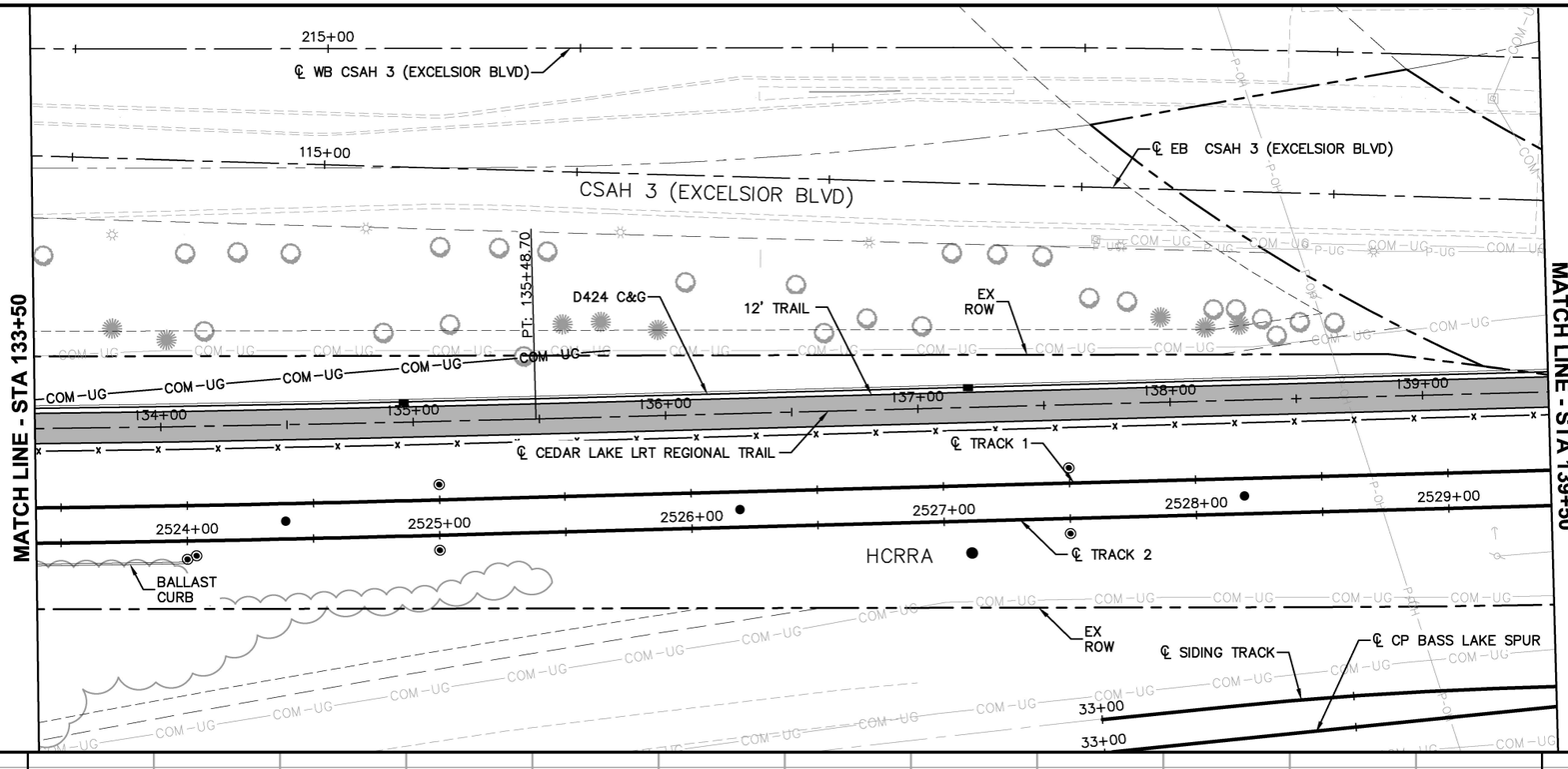
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 126+50 TO STA 133+50

DISCIPLINE: CIVIL
SHEET NAME: E1-TRL-PRF - 004

SHEET 232 OF 416

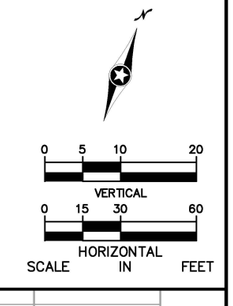
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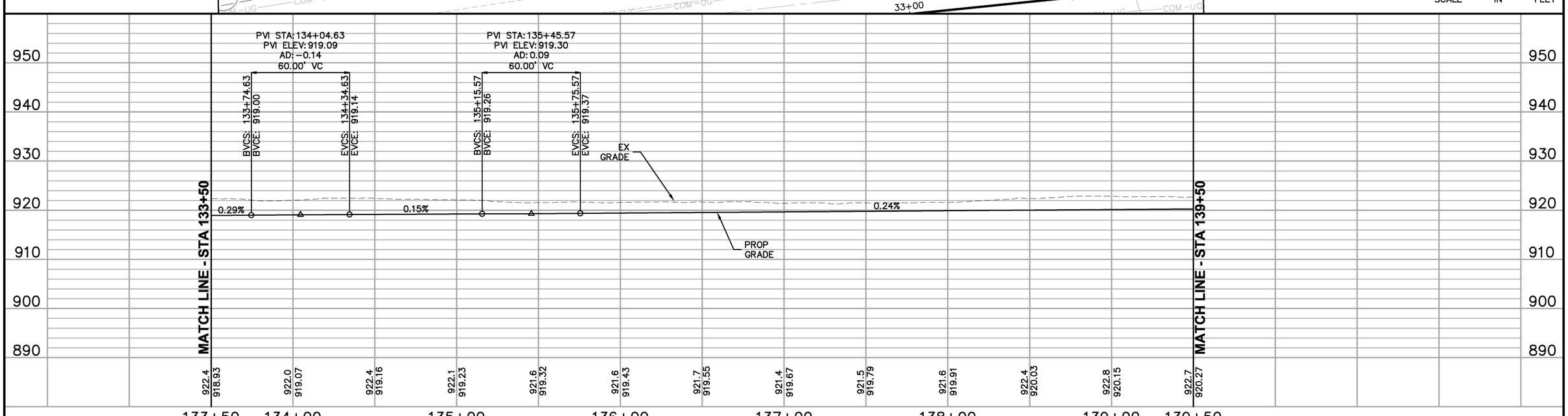
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 133+50 TO STA 139+50

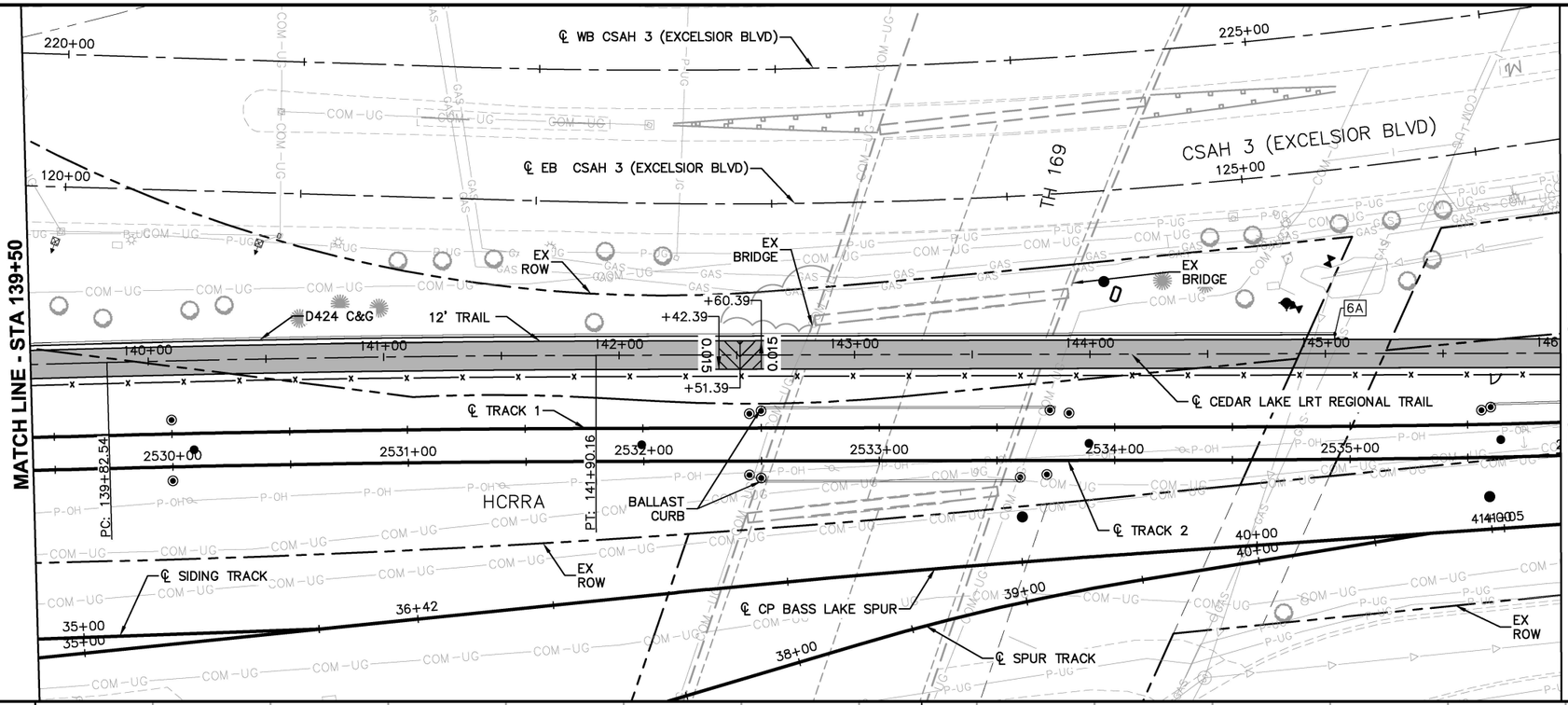
SHEET 233 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E1-TRL-PRF - 005

Dec, 16 2016 11:20 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



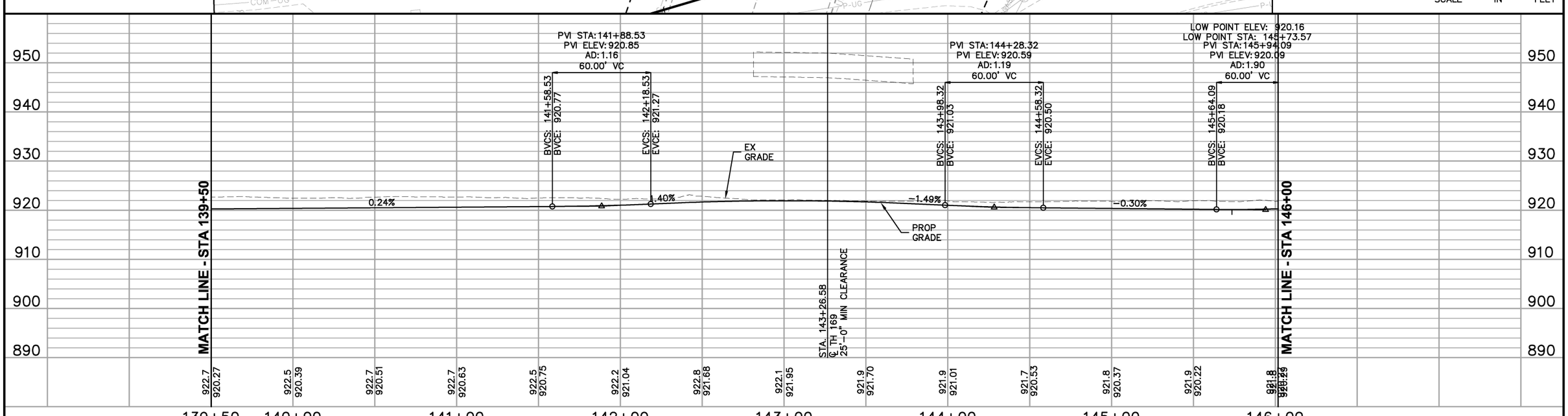
NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
6A	145+04.02	–8.00 LT	END C&G

N

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 139+50 TO STA 146+00

DISCIPLINE: CIVIL

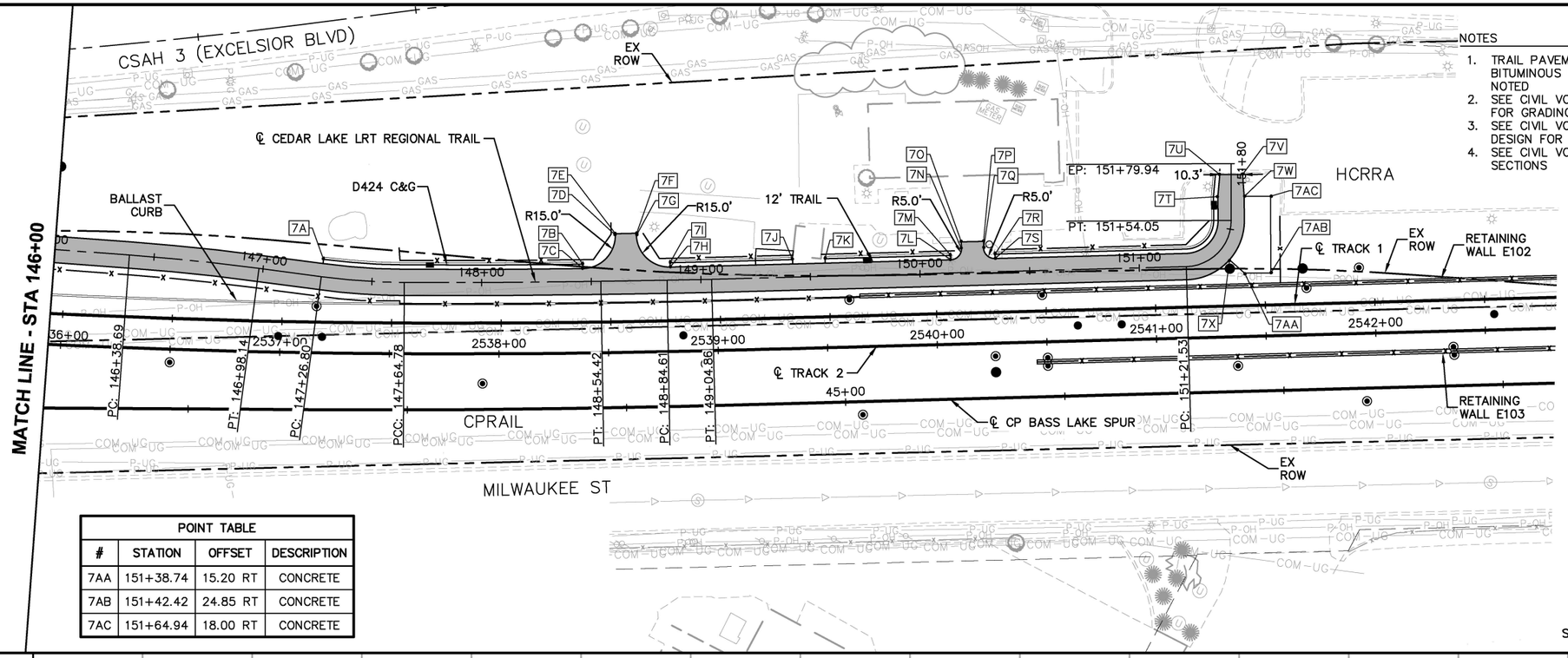
SHEET NAME: E1-TRL-PRF - 006

SHEET 234 OF 416

Dec, 16 2016 11:23 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
7A	147+26.80	−8.00 LT	BEGIN C&G
7B	148+46.36	−8.00 LT	END C&G
7C	148+46.36	−6.00 LT	RAD PT
7D	148+61.40	−21.07 LT	RAD PT
7E	148+61.40	−21.59 LT	MATCH EX PAVE
7F	148+71.07	−21.65 LT	MATCH EX PAVE
7G	148+71.07	−20.90 LT	RAD PT
7H	148+86.09	−6.00 LT	RAD PT
7I	148+86.09	−8.00 LT	BEGIN C&G
7J	149+42.11	−8.00 LT	END C&G
7K	149+56.85	−8.00 LT	BEGIN C&G
7L	150+14.21	−6.00 LT	RAD PT
7M	150+14.21	−8.00 LT	END C&G
7N	150+19.21	−10.99 LT	RAD PT
7O	150+19.22	−14.00 LT	MATCH EX PAVE
7P	150+29.38	−13.97 LT	MATCH EX PAVE
7Q	150+29.37	−11.01 LT	RAD PT
7R	150+34.37	−8.00 LT	BEGIN C&G
7S	150+34.37	−6.00 LT	RAD PT
7T	151+64.94	−6.00 LT	BEGIN TAPER
7U	151+74.96	−5.08 LT	END TAPER
7V	151+74.94	5.27 RT	END TAPER
7W	151+64.94	6.00 RT	BEGIN TAPER
7X	151+38.74	6.08 RT	CONCRETE PAD

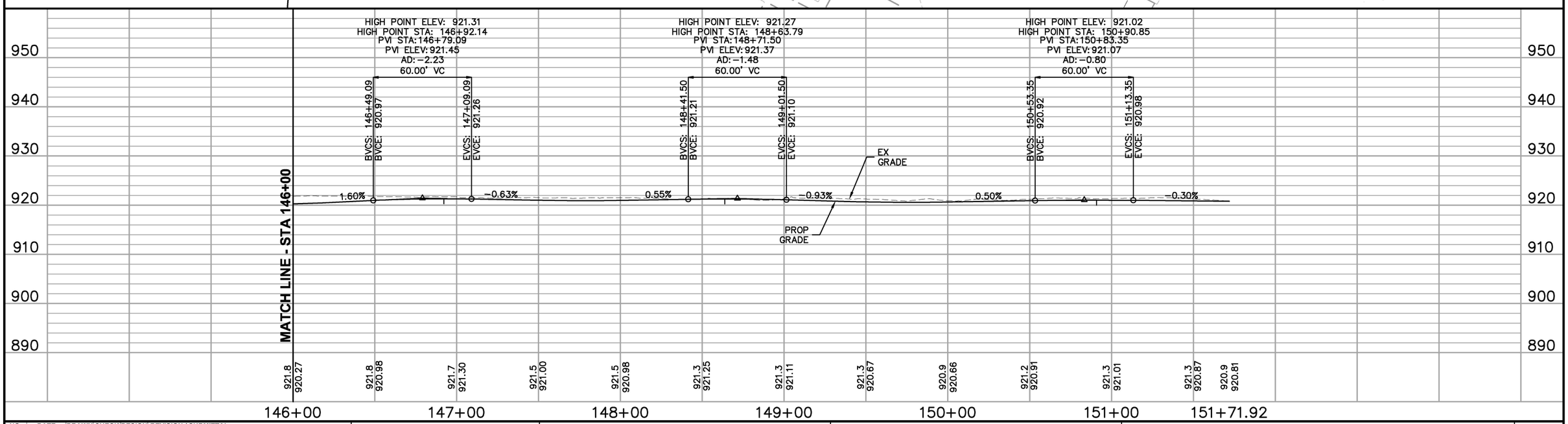


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
7AA	151+38.74	15.20 RT	CONCRETE
7AB	151+42.42	24.85 RT	CONCRETE
7AC	151+64.94	18.00 RT	CONCRETE

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 146+00 TO STA 151+72

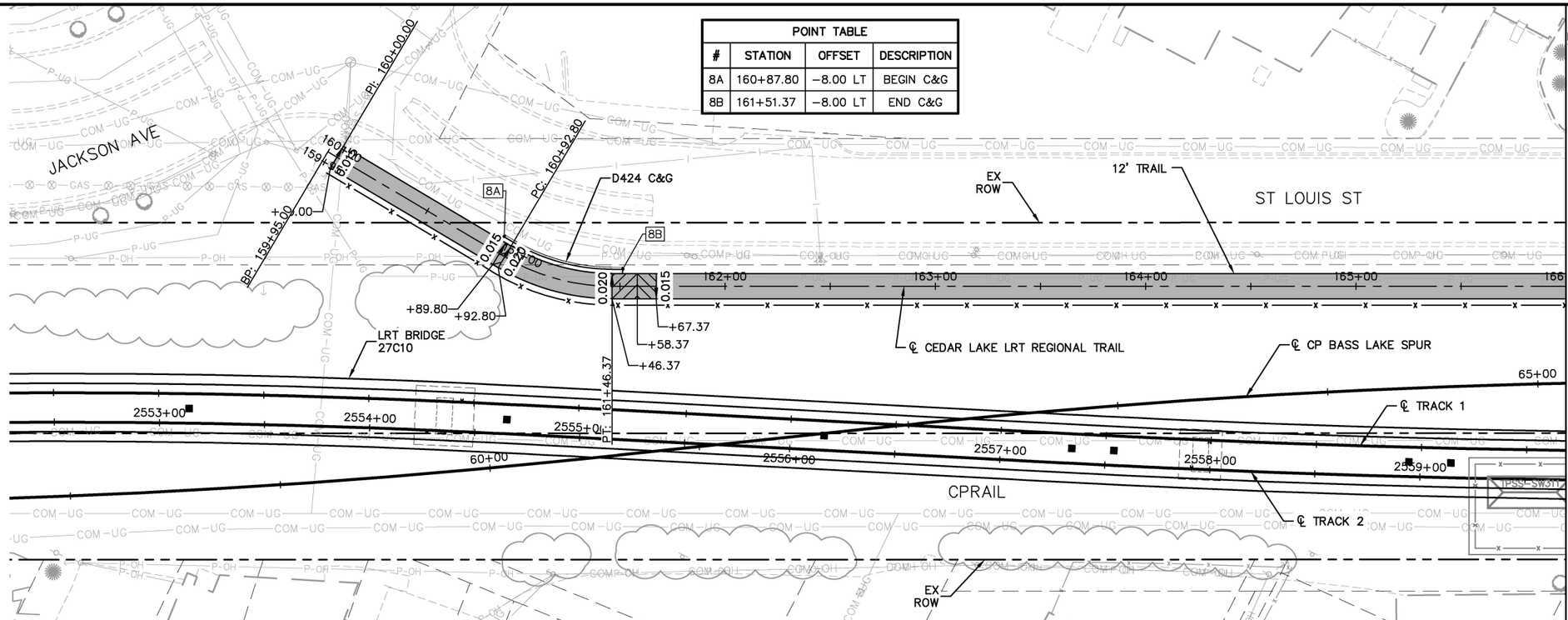
DISCIPLINE: CIVIL
SHEET NAME: E1-TRL-PRF - 007

SHEET 235 OF 416

Dec, 16 2016 11:26 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

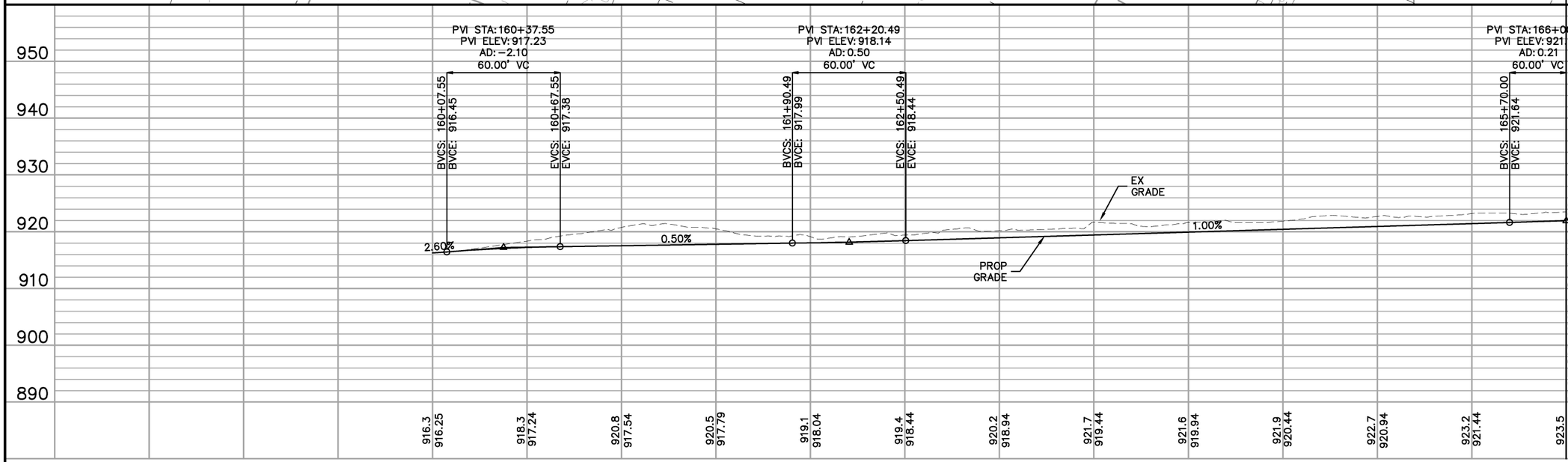
POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
8A	160+87.80	−8.00 LT	BEGIN C&G
8B	161+51.37	−8.00 LT	END C&G



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

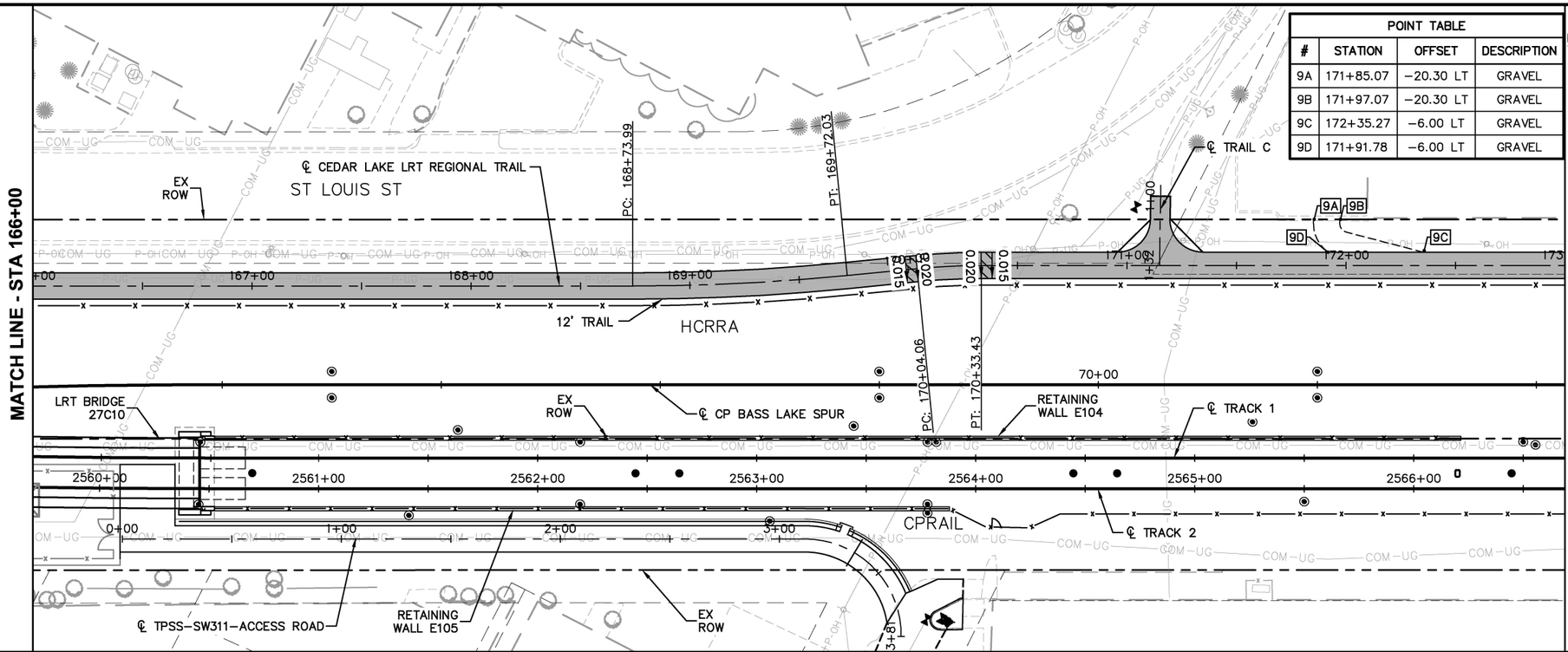
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 160+00 TO STA 166+00

DISCIPLINE: CIVIL
SHEET NAME: E1-TRL-PRF - 008

SHEET 236 OF 416

Dec, 16 2016 11:29 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

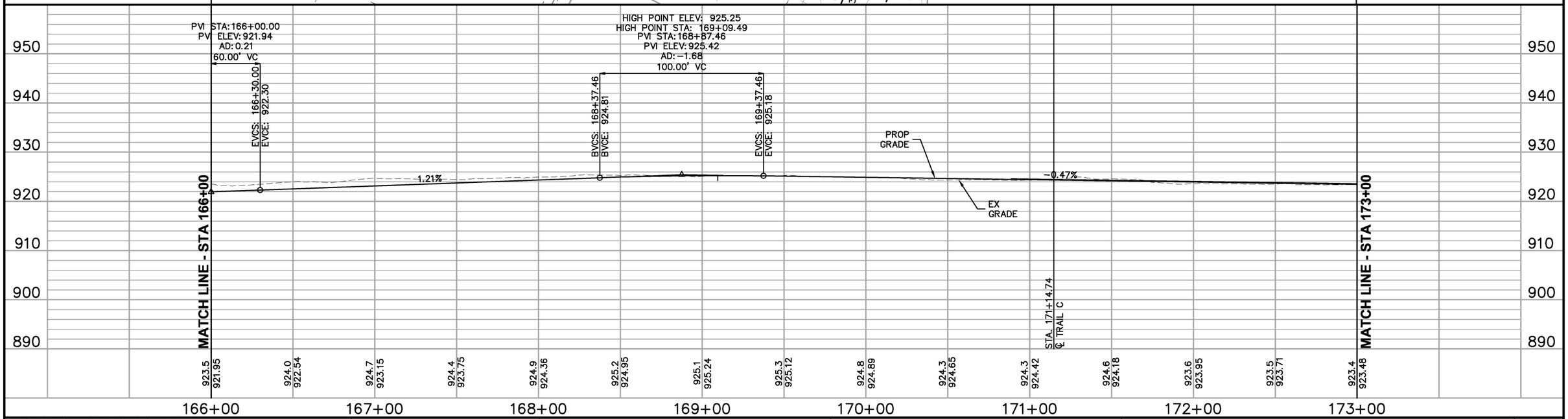
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
9A	171+85.07	−20.30 LT	GRAVEL
9B	171+97.07	−20.30 LT	GRAVEL
9C	172+35.27	−6.00 LT	GRAVEL
9D	171+91.78	−6.00 LT	GRAVEL

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 166+00 TO STA 173+00

DISCIPLINE: CIVIL

SHEET NAME: E1-TRL-PRF - 009

SHEET 237 OF 416

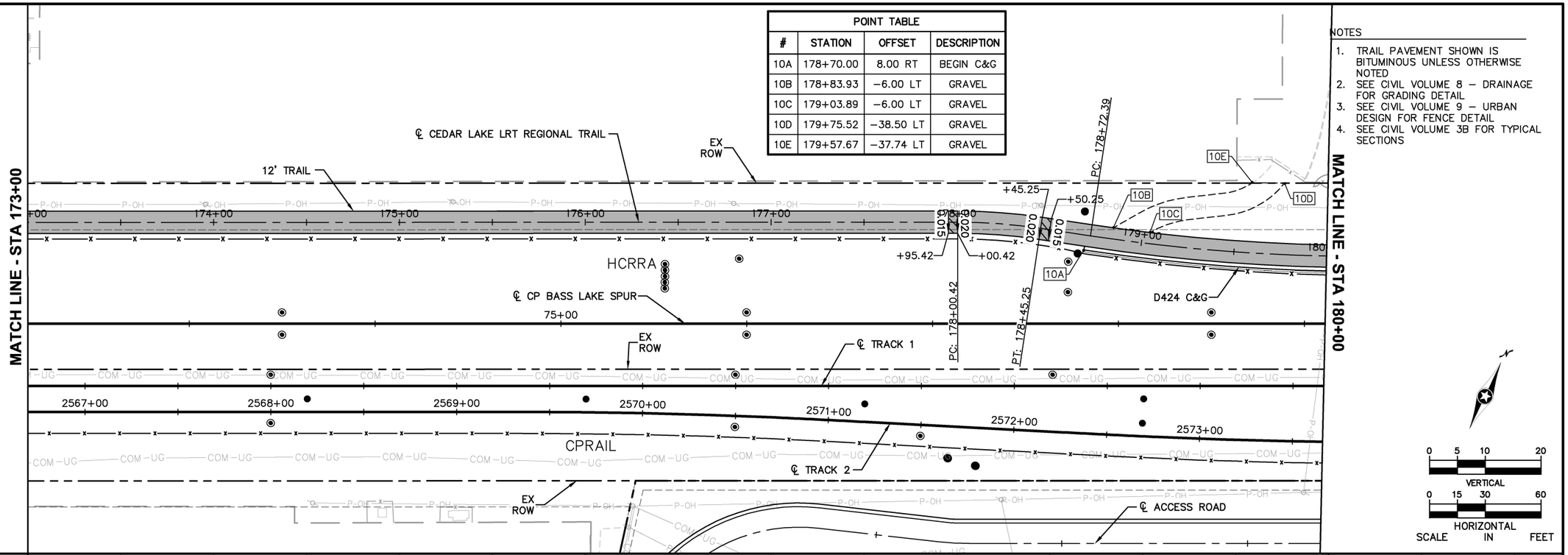
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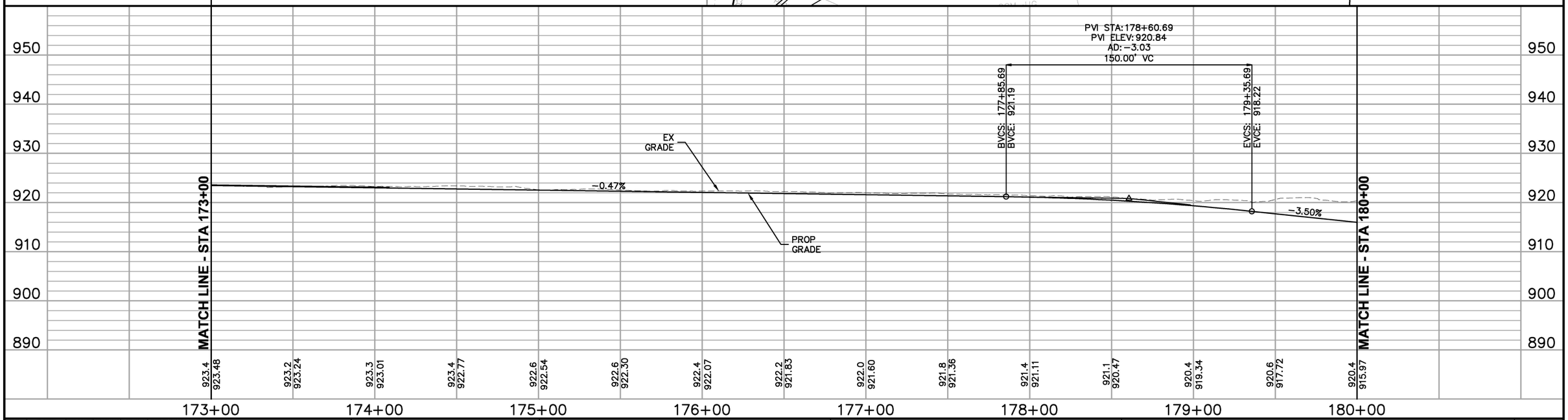
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
10A	178+70.00	8.00 RT	BEGIN C&G
10B	178+83.93	−6.00 LT	GRAVEL
10C	179+03.89	−6.00 LT	GRAVEL
10D	179+75.52	−38.50 LT	GRAVEL
10E	179+57.67	−37.74 LT	GRAVEL

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 173+00 TO STA 180+00

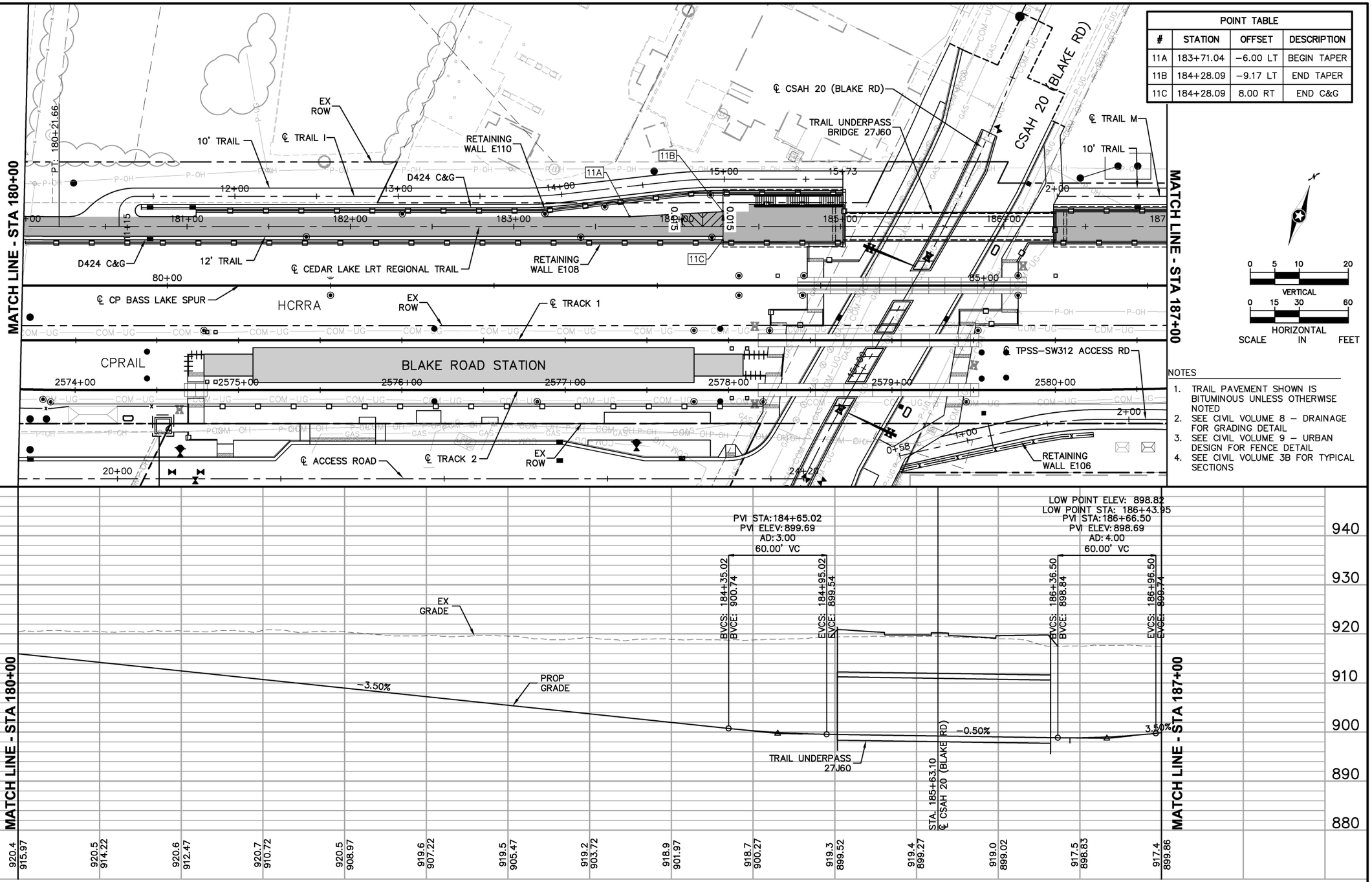
DISCIPLINE: CIVIL

SHEET NAME: E1-TRL-PRF - 010

SHEET 238 OF 416

Dec, 16 2016 11:34 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
11A	183+71.04	-6.00 LT	BEGIN TAPER
11B	184+28.09	-9.17 LT	END TAPER
11C	184+28.09	8.00 RT	END C&G

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NOTES
1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 180+00 TO STA 187+00

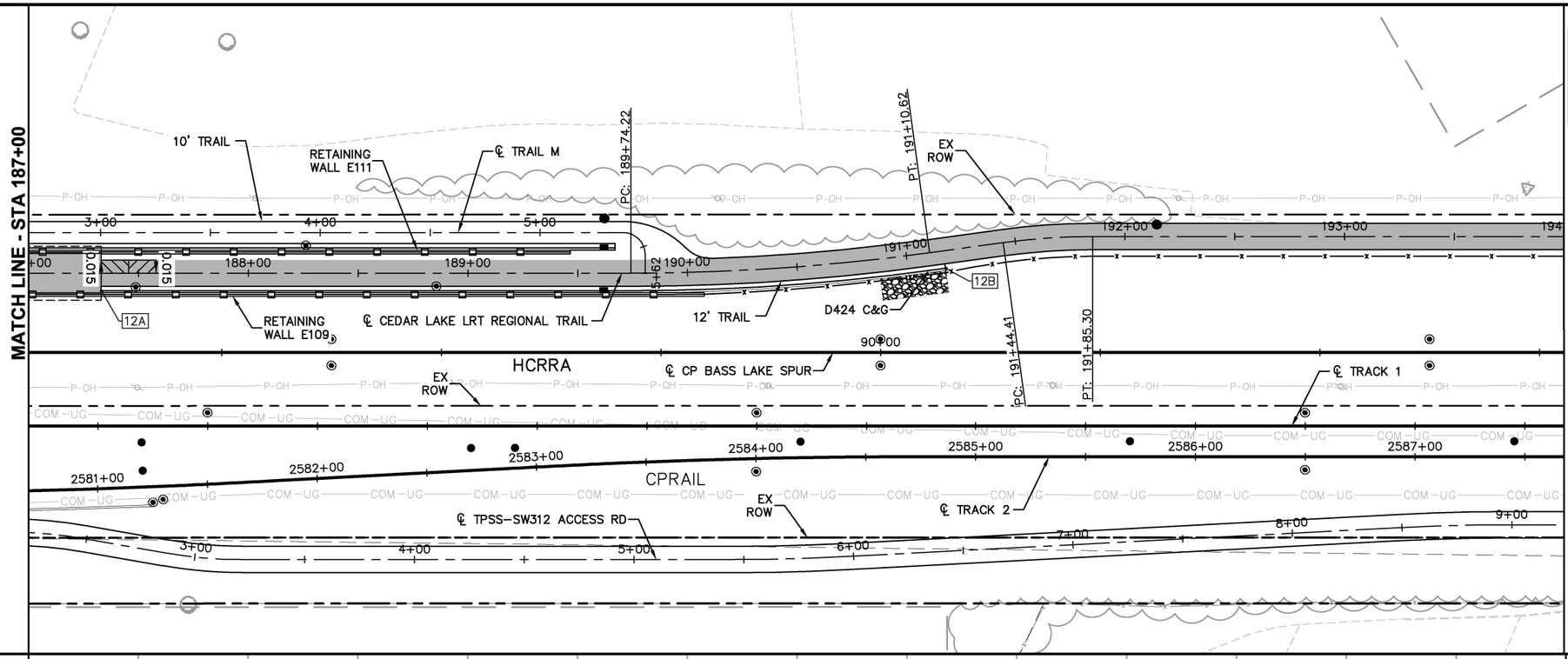
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SHEET NAME: E1-TRL-PRF - 011

SHEET 239 OF 416

Dec. 16 2016 11:36 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelok

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

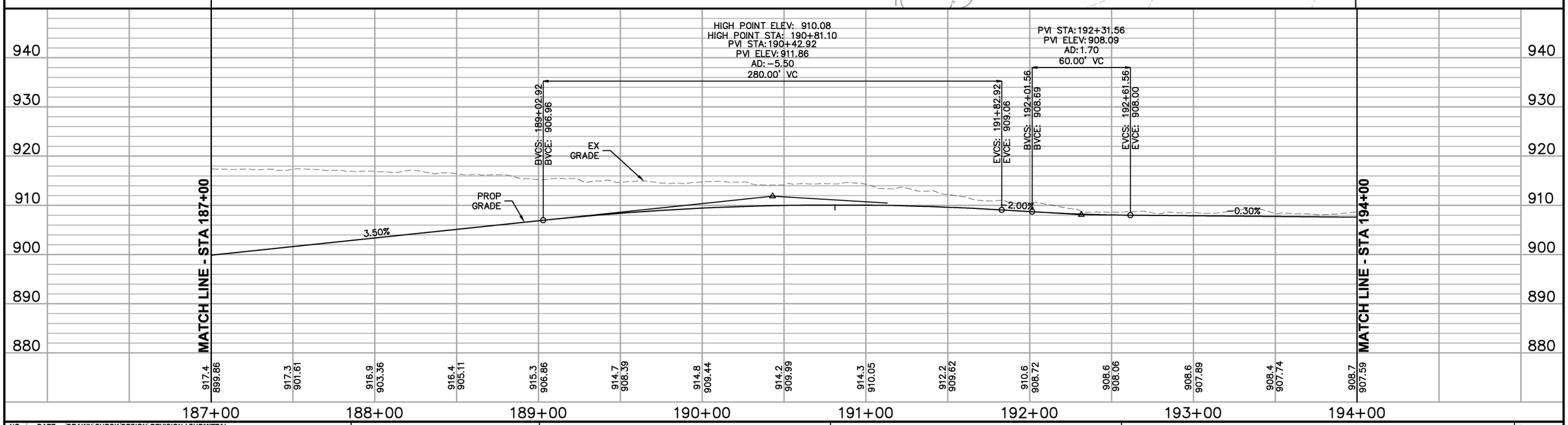


POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
12A	187+33.09	8.00 RT	BEGIN C&G
12B	191+16.89	8.00 RT	END C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 187+00 TO STA 194+00

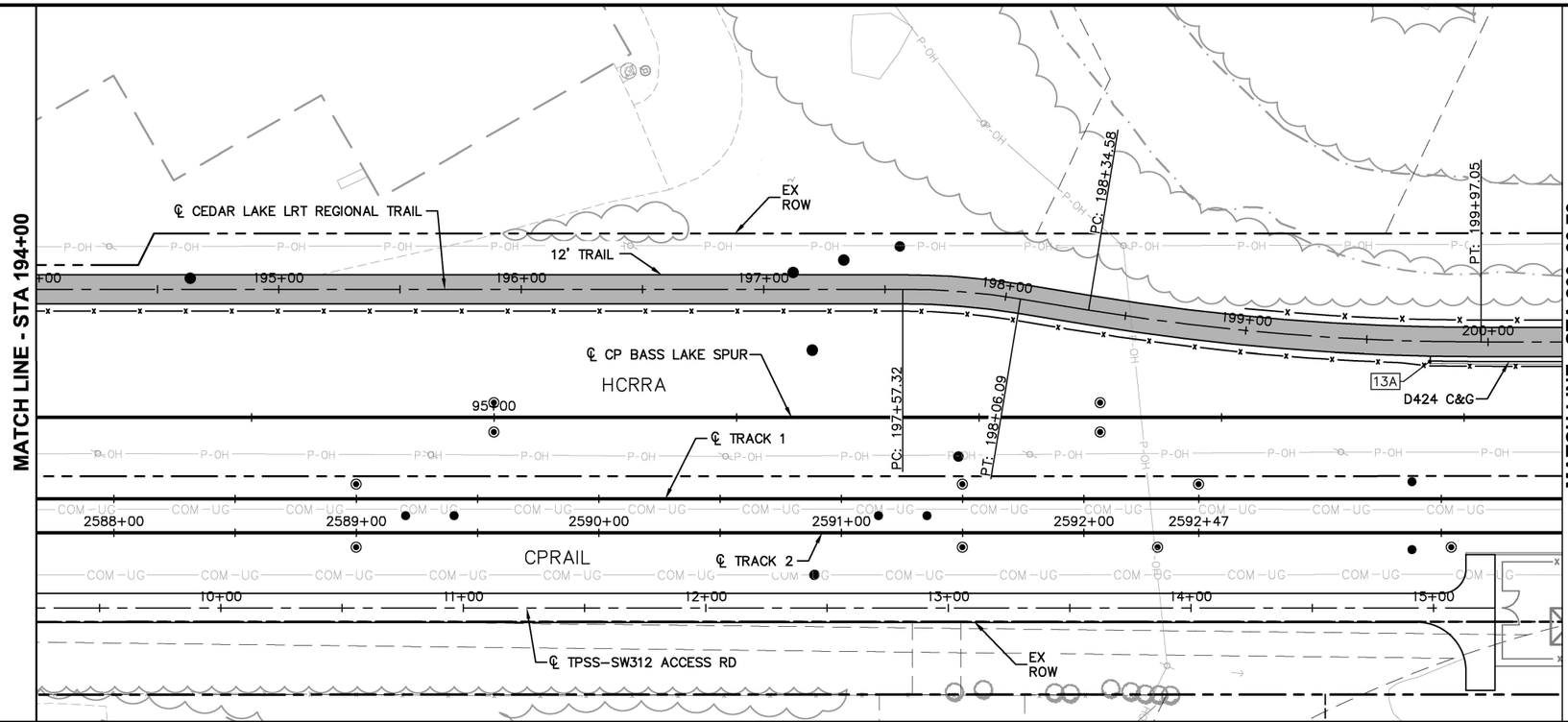
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SHEET 240 OF 416

Dec, 16 2016 11:39 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL_PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



POINT TABLE			
#	STATION	OFFSET	DESCRIPTION
13A	199+76.34	8.00 RT	BEGIN C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 194+00 TO STA 200+30.73

DISCIPLINE: CIVIL

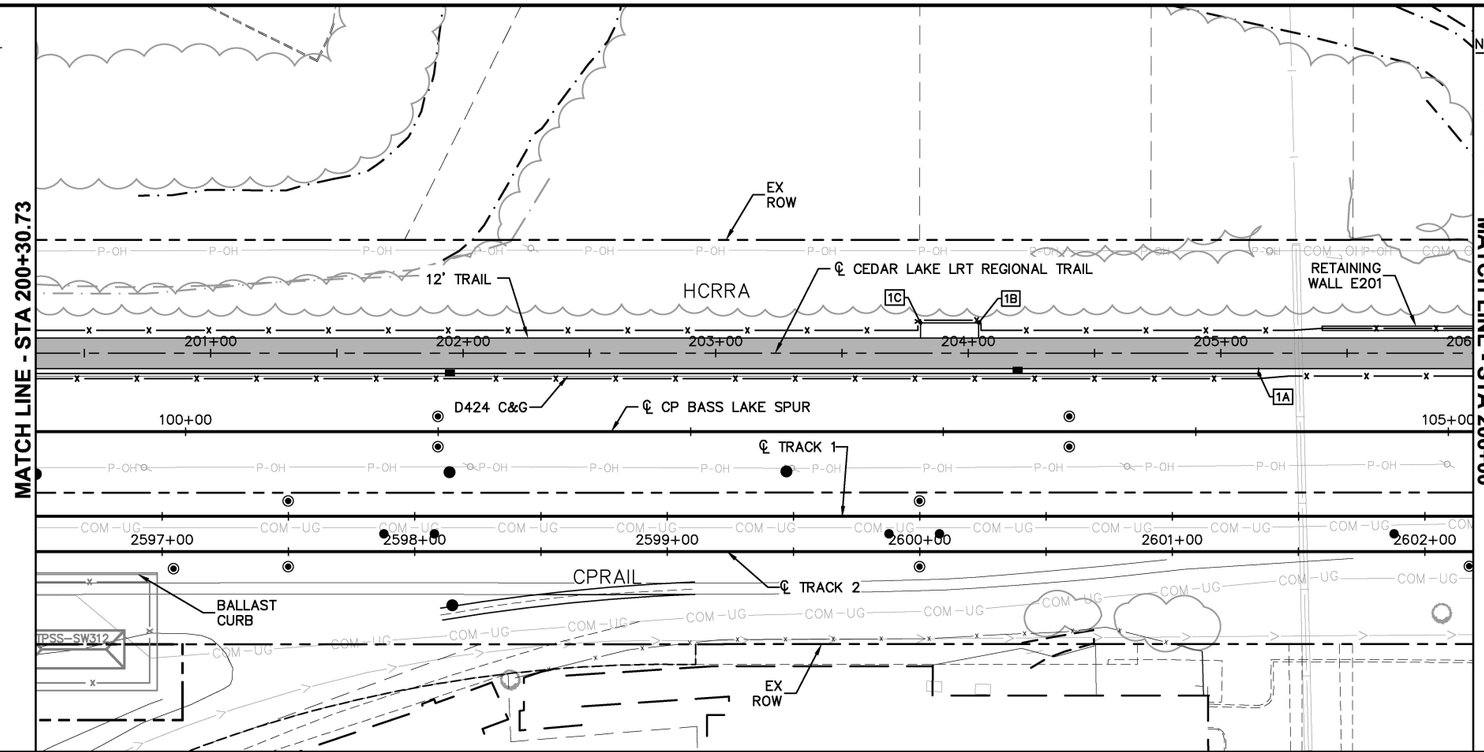
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SHEET 241 OF 416

Dec, 16 2016 11:42 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E1-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

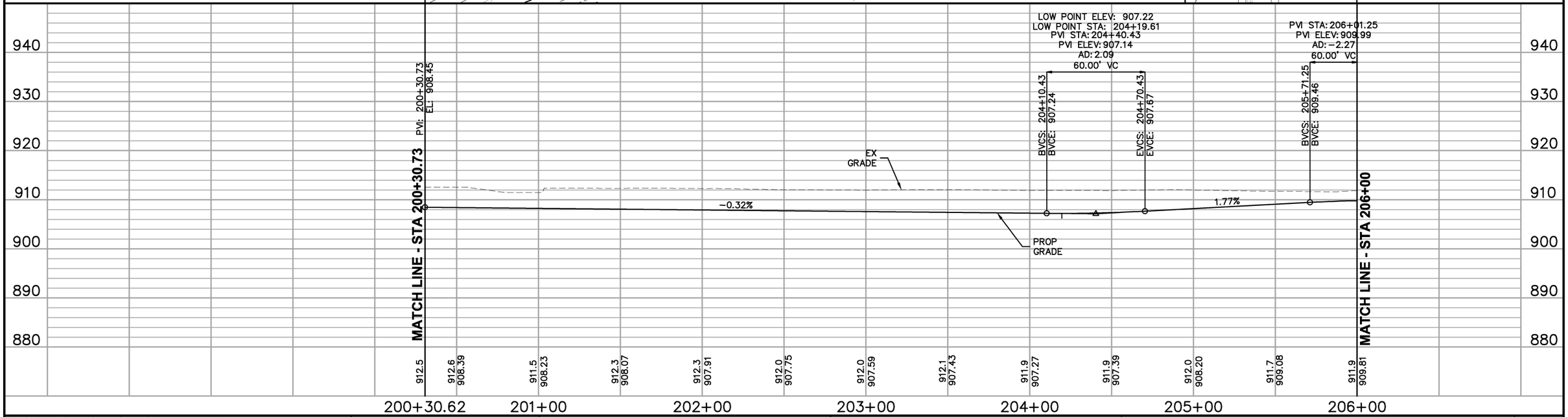
CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
1A	205+15.00	8.00 RT	END C&G
1B	204+04.10	−12.00 LT	CONC PAD
1C	203+81.10	−12.00 LT	CONC PAD



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 200+30.73 TO STA 206+00

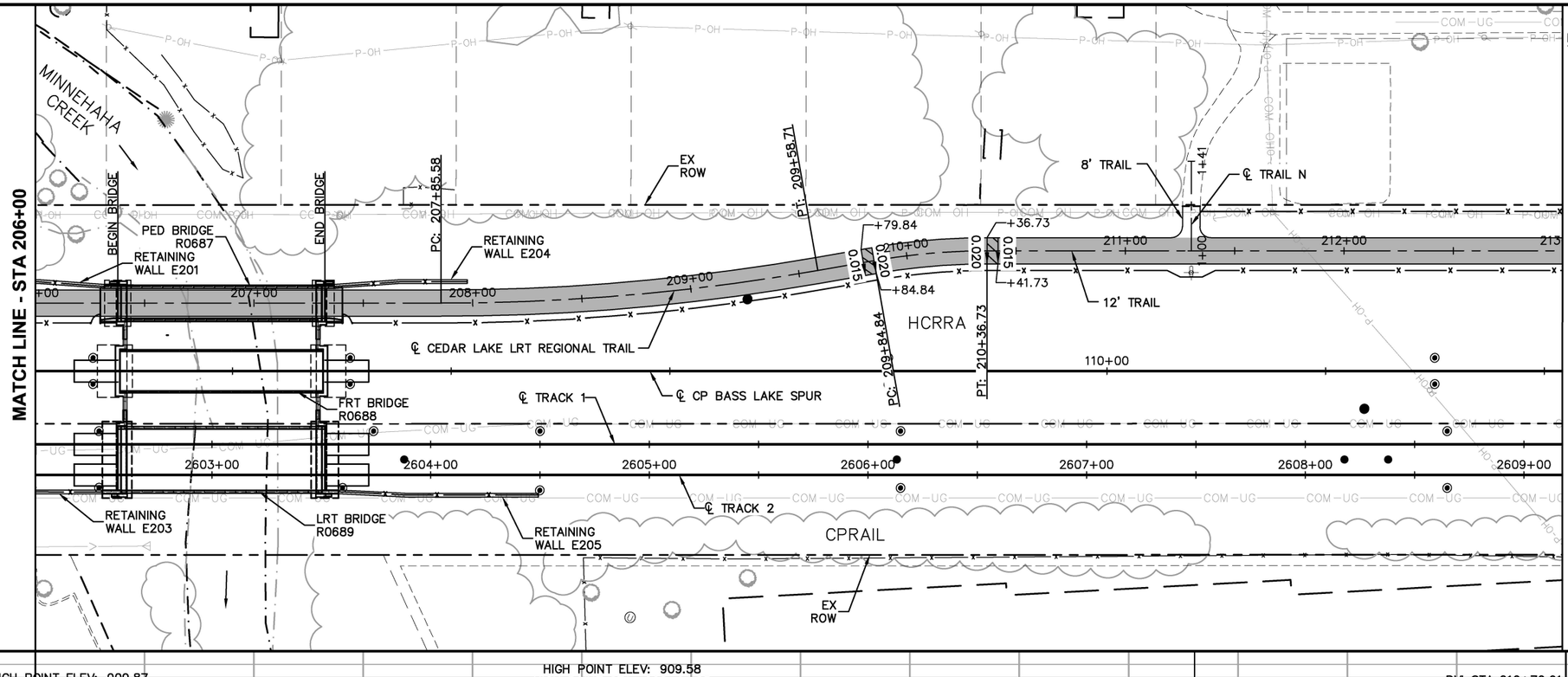
SHEET 242 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 001

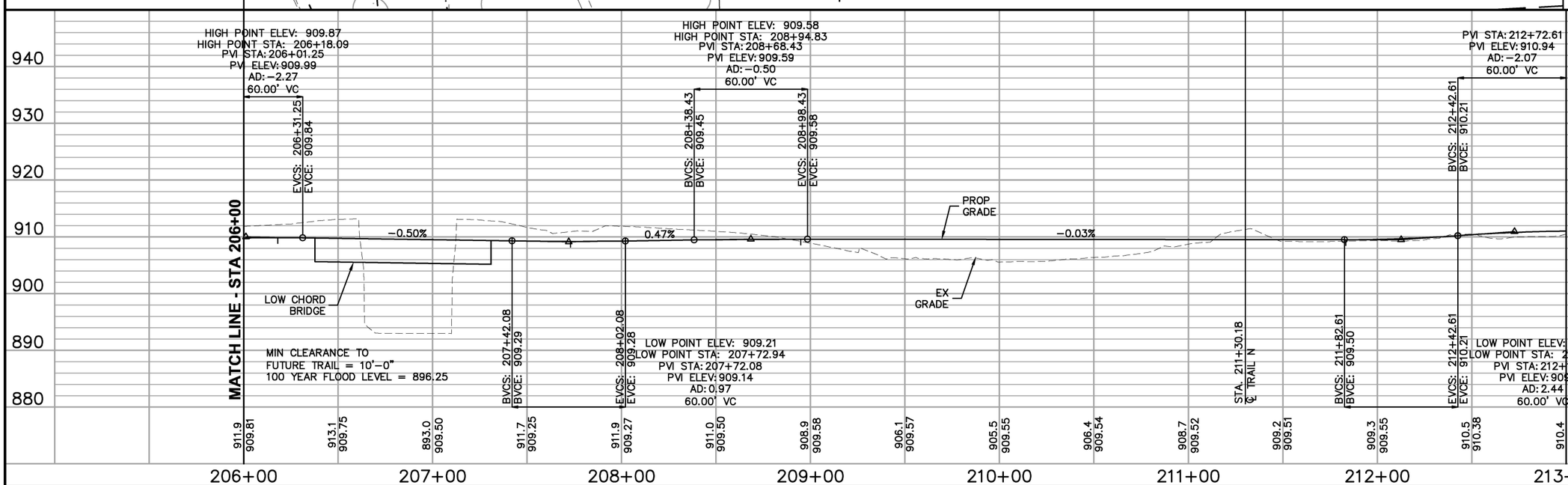
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EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 206+00 TO STA 213+00

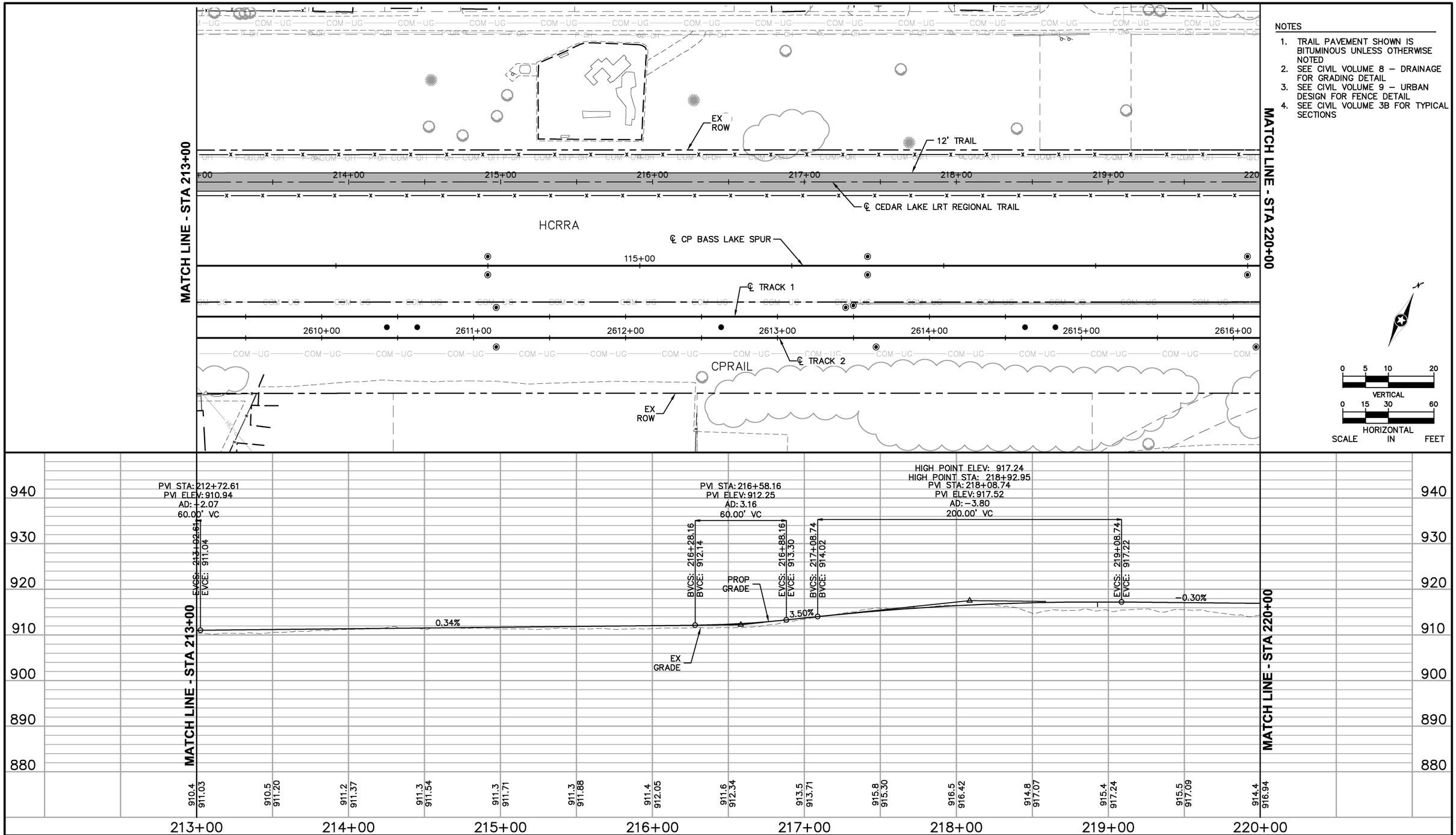
SHEET 243 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 002

Dec, 16 2016 11:50 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carreldk

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 213+00 TO STA 220+00

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 003

SHEET 244 OF 416

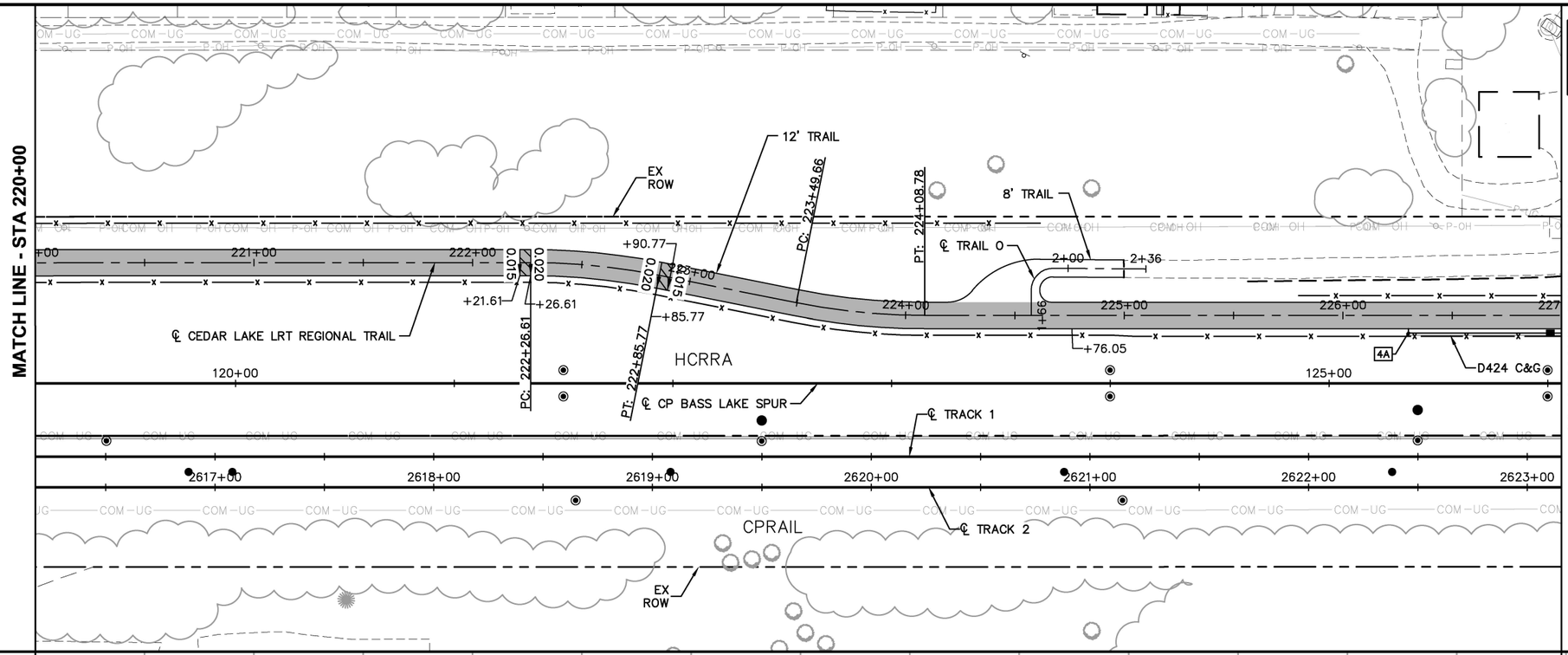
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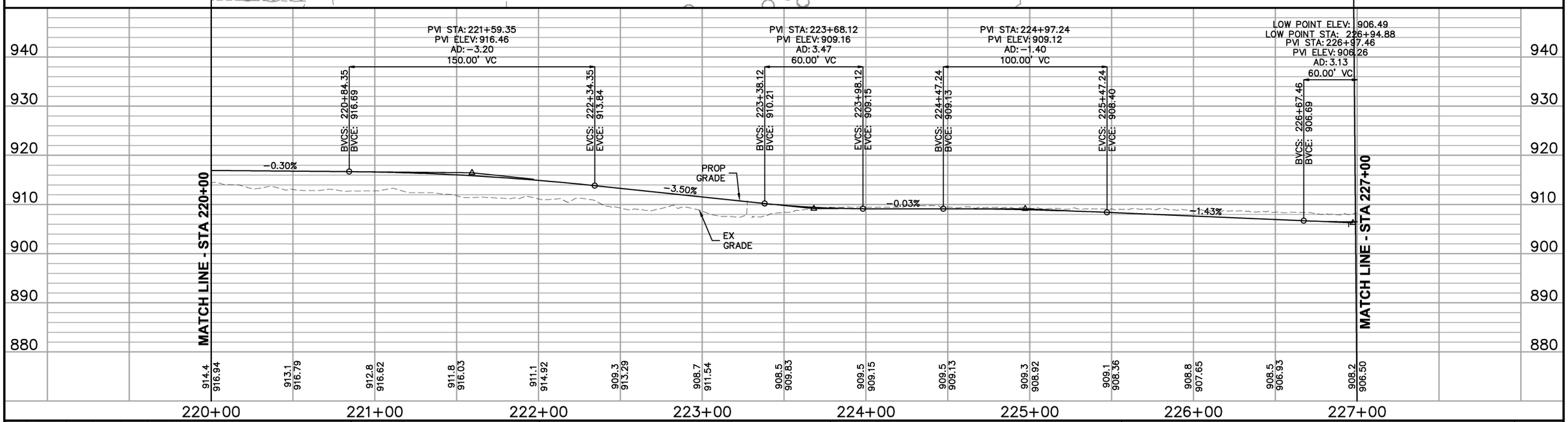
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
4A	226+30.00	8.00 RT	BEGIN C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 220+00 TO STA 227+00

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 004

SHEET 245 OF 416

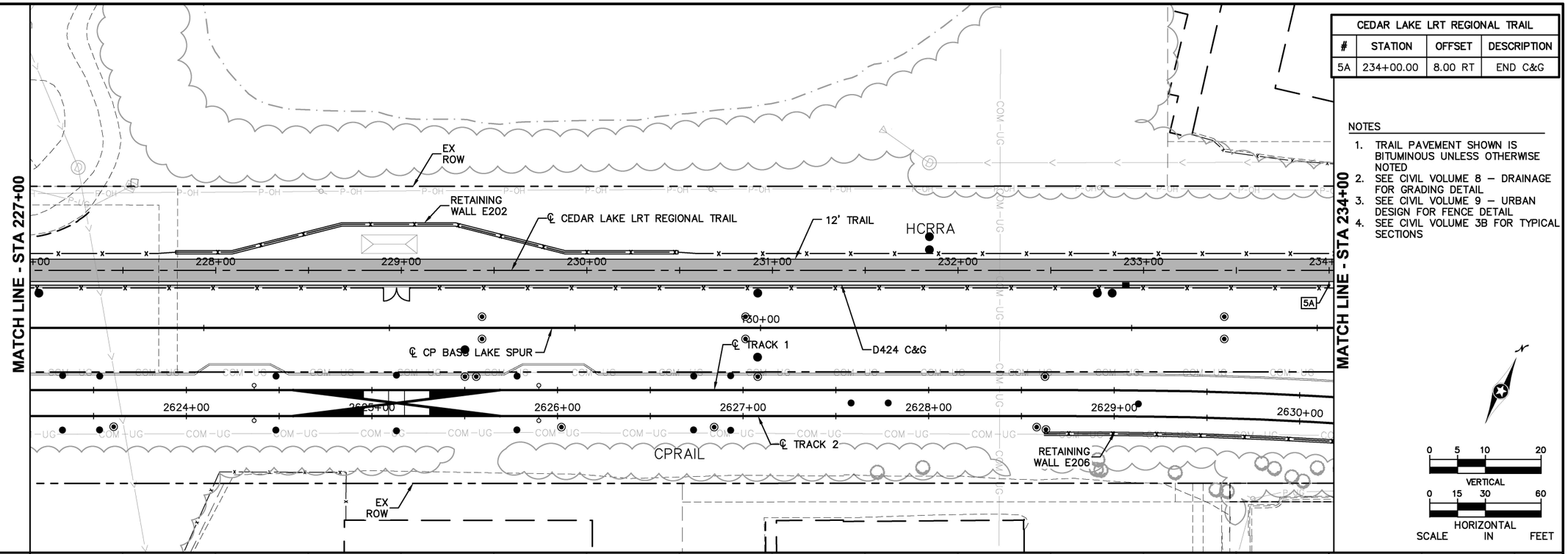
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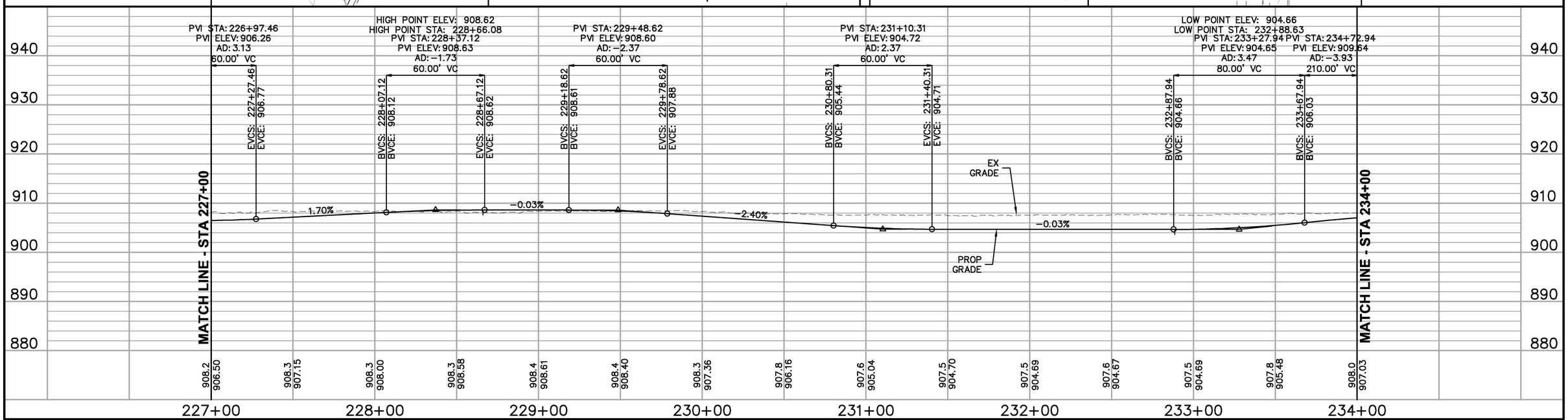
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
5A	234+00.00	8.00 RT	END C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 227+00 TO STA 234+00

SHEET 246 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 005

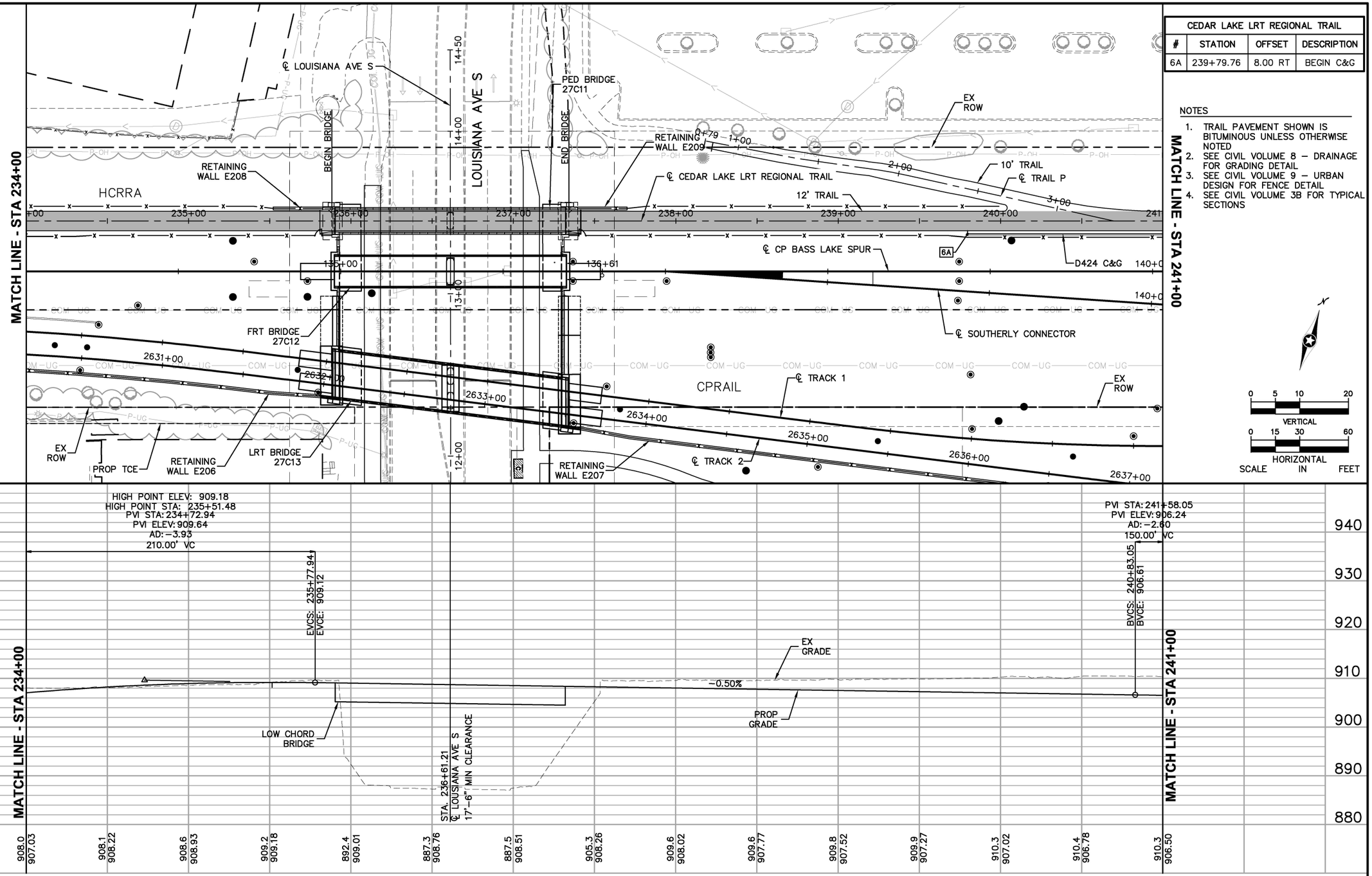
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EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
6A	239+79.76	8.00 RT	BEGIN C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 234+00 TO STA 241+00

SHEET 247 OF 416

DISCIPLINE: CIVIL

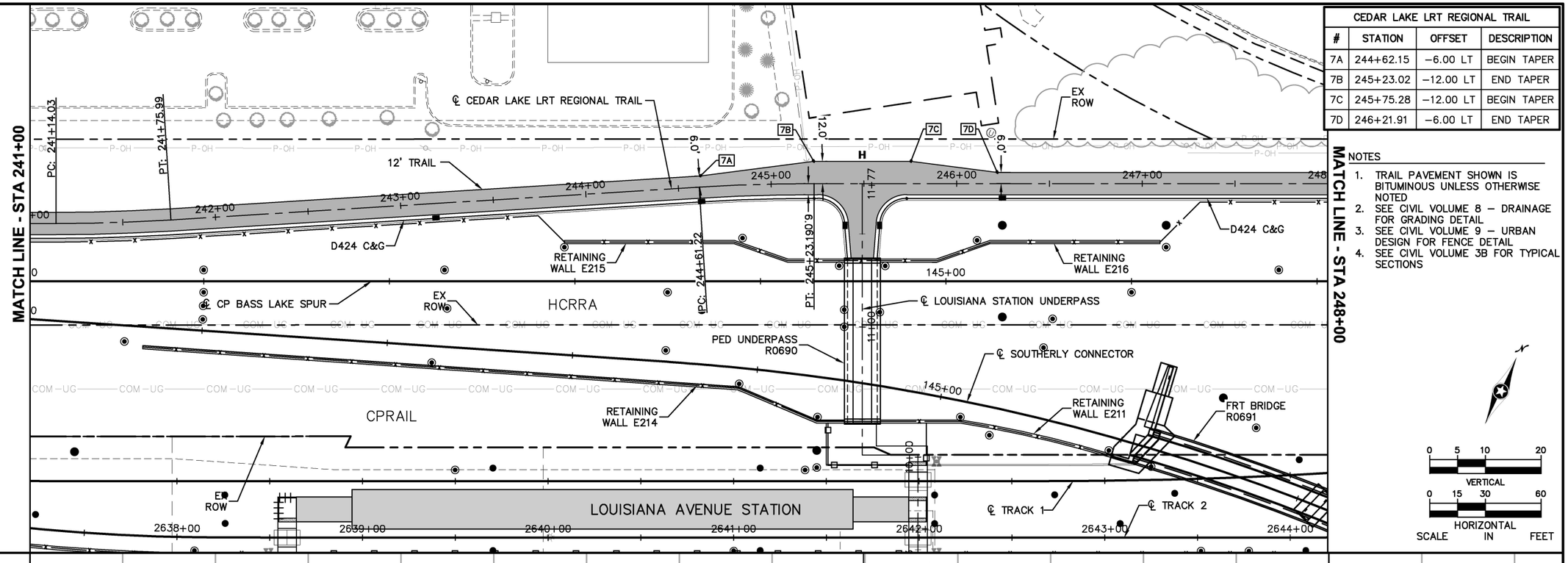
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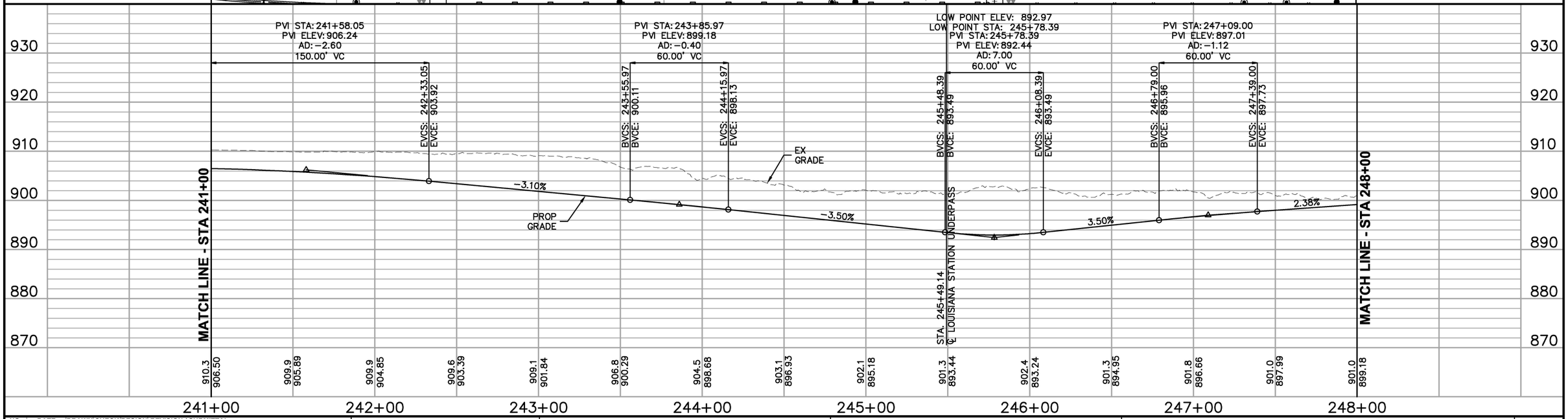
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EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
7A	244+62.15	−6.00 LT	BEGIN TAPER
7B	245+23.02	−12.00 LT	END TAPER
7C	245+75.28	−12.00 LT	BEGIN TAPER
7D	246+21.91	−6.00 LT	END TAPER

NOTES
1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 241+00 TO STA 248+00

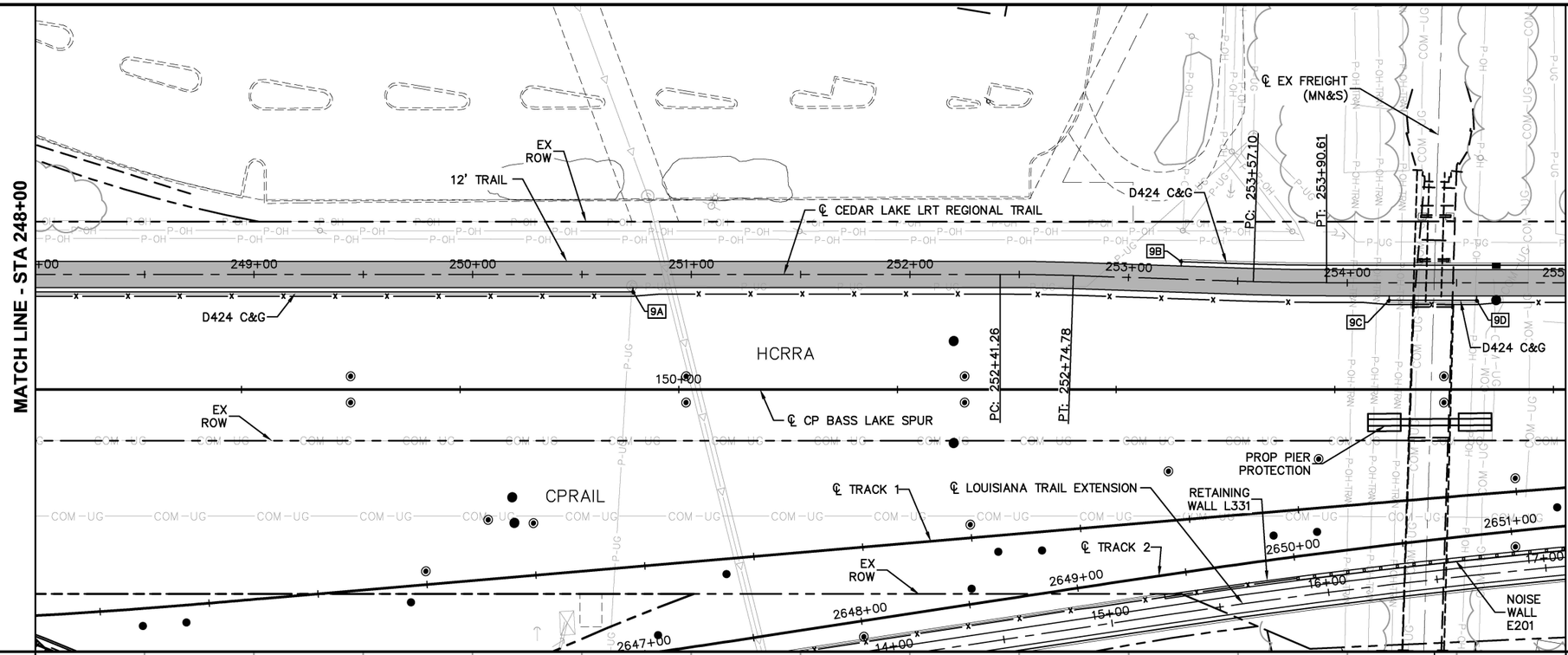
DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 007

SHEET 248 OF 416

Dec, 16 2016 12:12 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelok

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
9A	250+73.33	8.00 RT	END C&G
9B	253+23.89	−8.00 LT	BEGIN C&G
9C	254+19.23	8.00 RT	BEGIN C&G
9D	254+59.23	8.00 RT	END C&G

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

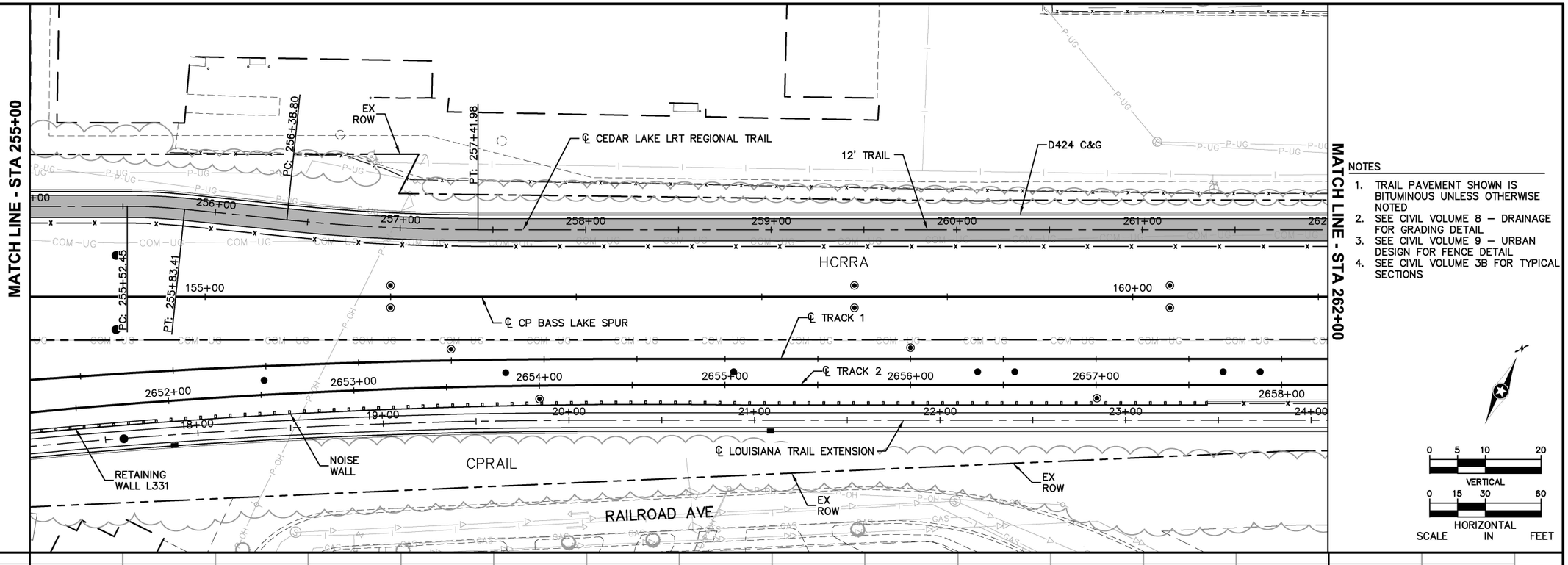
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 248+00 TO STA 255+00

DISCIPLINE: CIVIL
SHEET NAME: E2-TRL-PRF - 009

SHEET 250 OF 416

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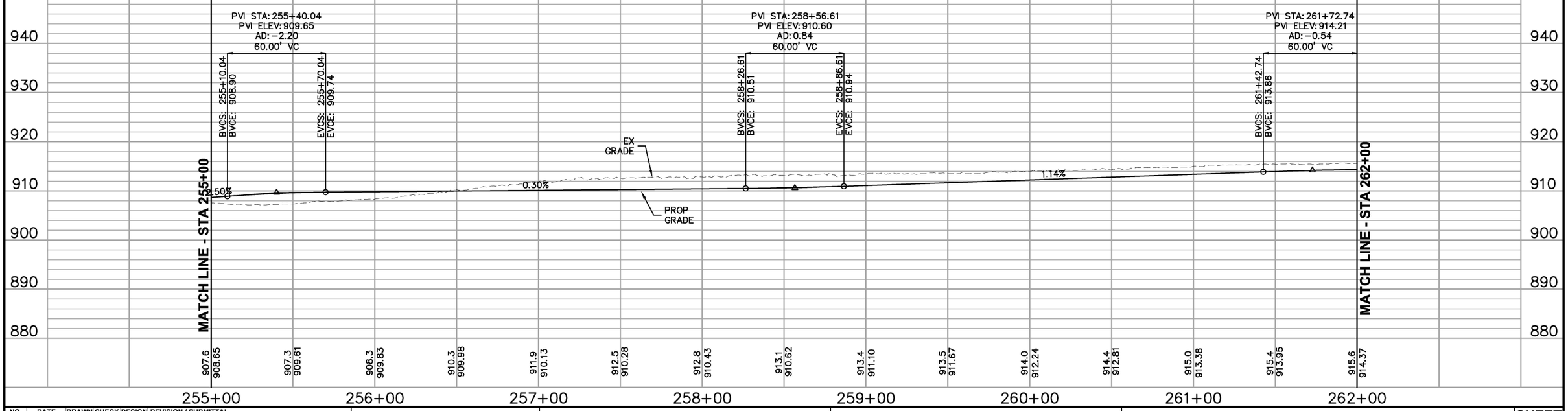
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 255+00 TO STA 262+00

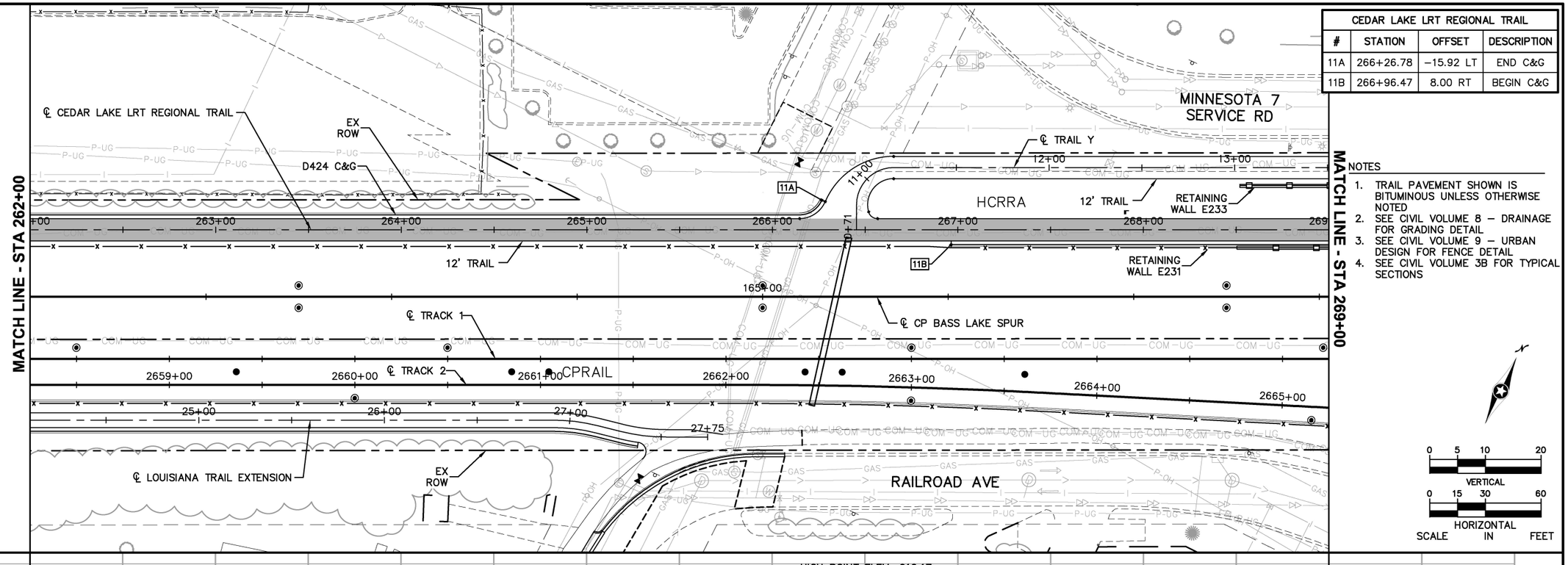
DISCIPLINE: CIVIL
SHEET NAME: E2-TRL-PRF - 010

SHEET 251 OF 416

Dec, 16 2016 12:25 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

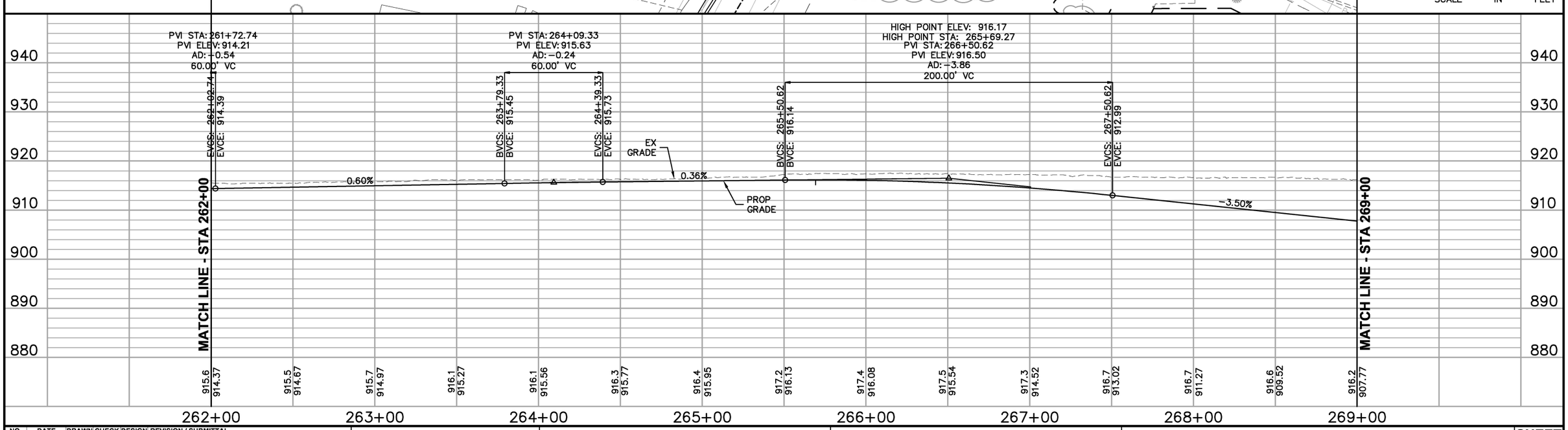
CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
11A	266+26.78	−15.92 LT	END C&G
11B	266+96.47	8.00 RT	BEGIN C&G



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 262+00 TO STA 269+00

SHEET 252 OF 416

DISCIPLINE: CIVIL

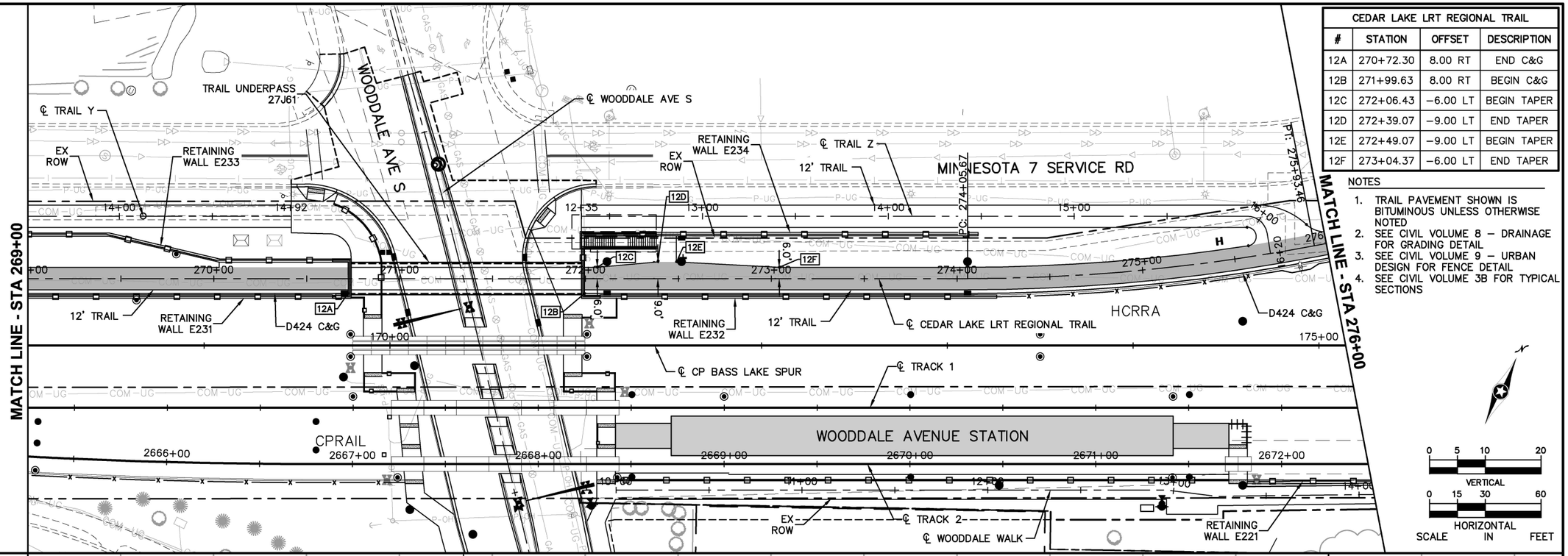
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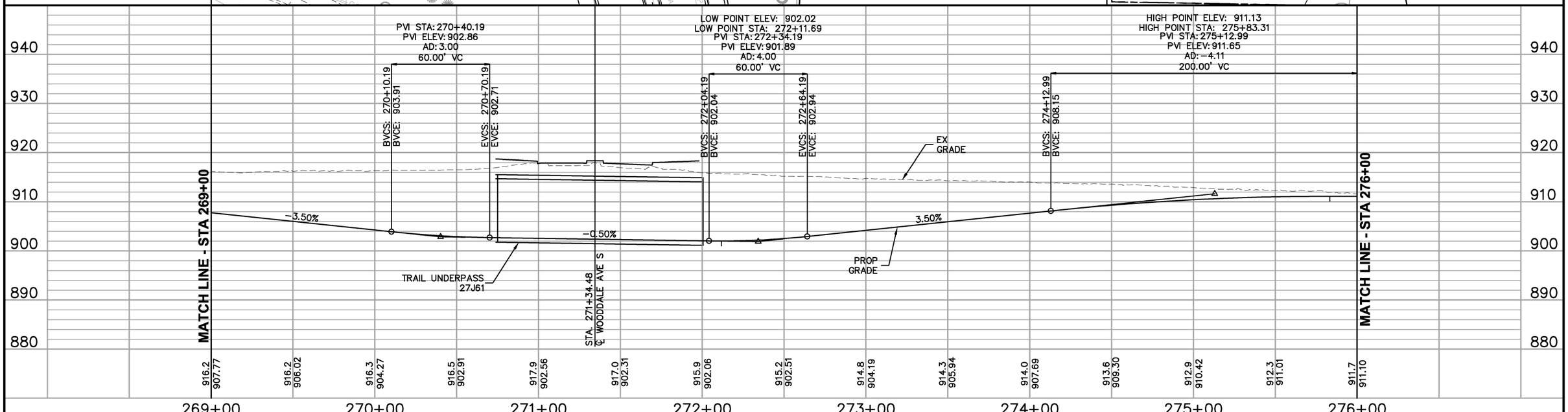
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EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
12A	270+72.30	8.00 RT	END C&G
12B	271+99.63	8.00 RT	BEGIN C&G
12C	272+06.43	−6.00 LT	BEGIN TAPER
12D	272+39.07	−9.00 LT	END TAPER
12E	272+49.07	−9.00 LT	BEGIN TAPER
12F	273+04.37	−6.00 LT	END TAPER

NOTES
1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

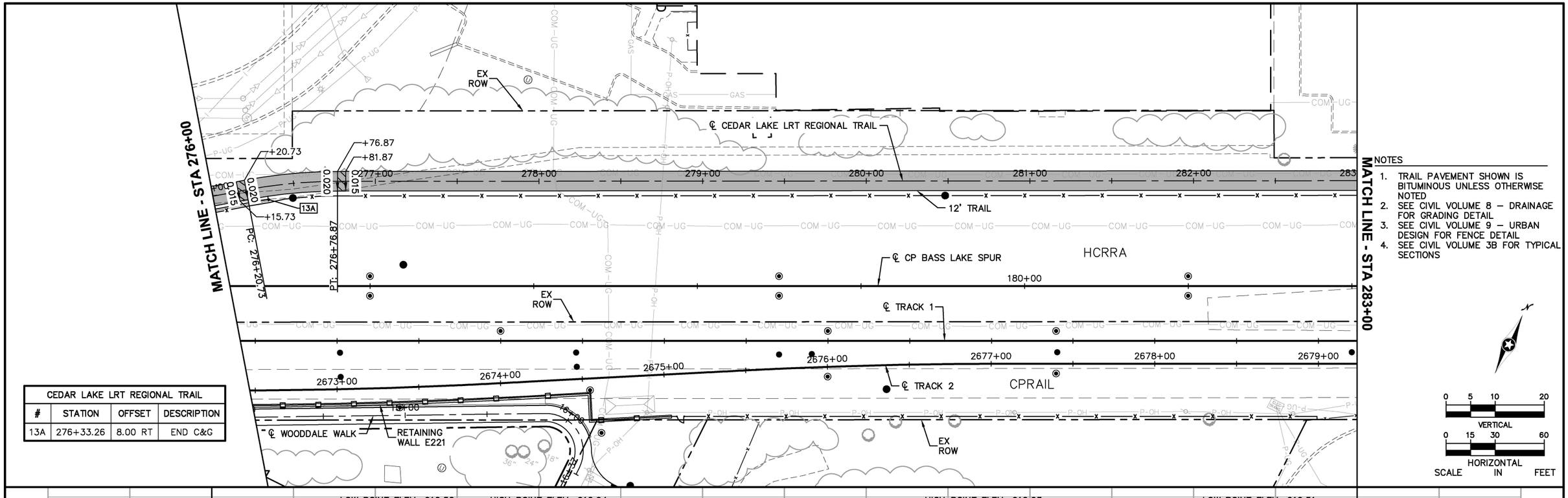
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 269+00 TO STA 276+00

DISCIPLINE: CIVIL
SHEET NAME: E2-TRL-PRF - 012

SHEET 253 OF 416

Dec, 16 2016 12:34 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

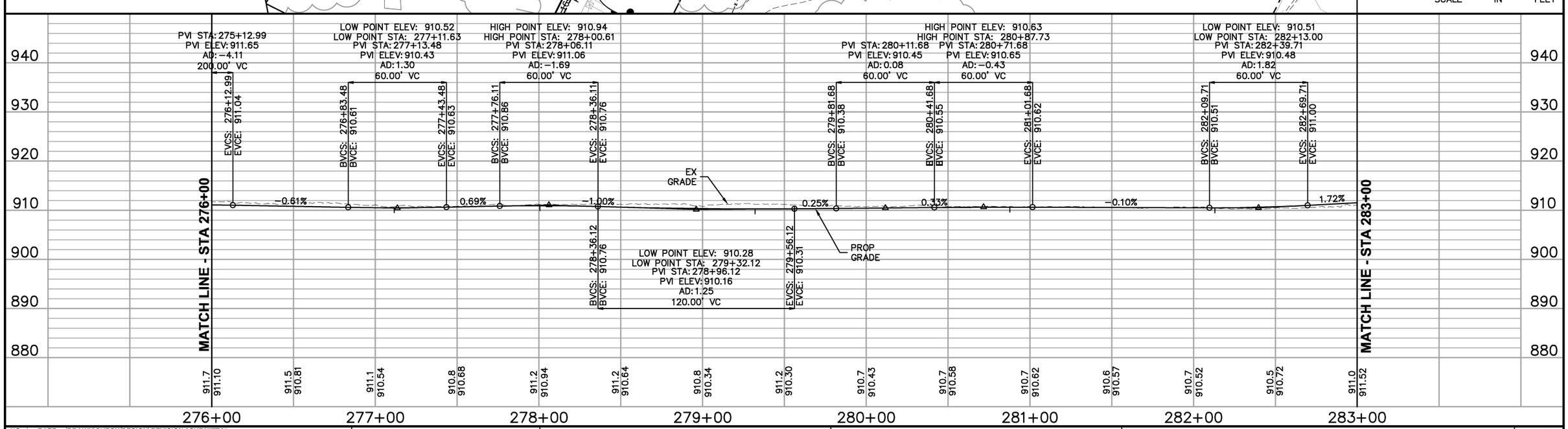


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
13A	276+33.26	8.00 RT	END C&G

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

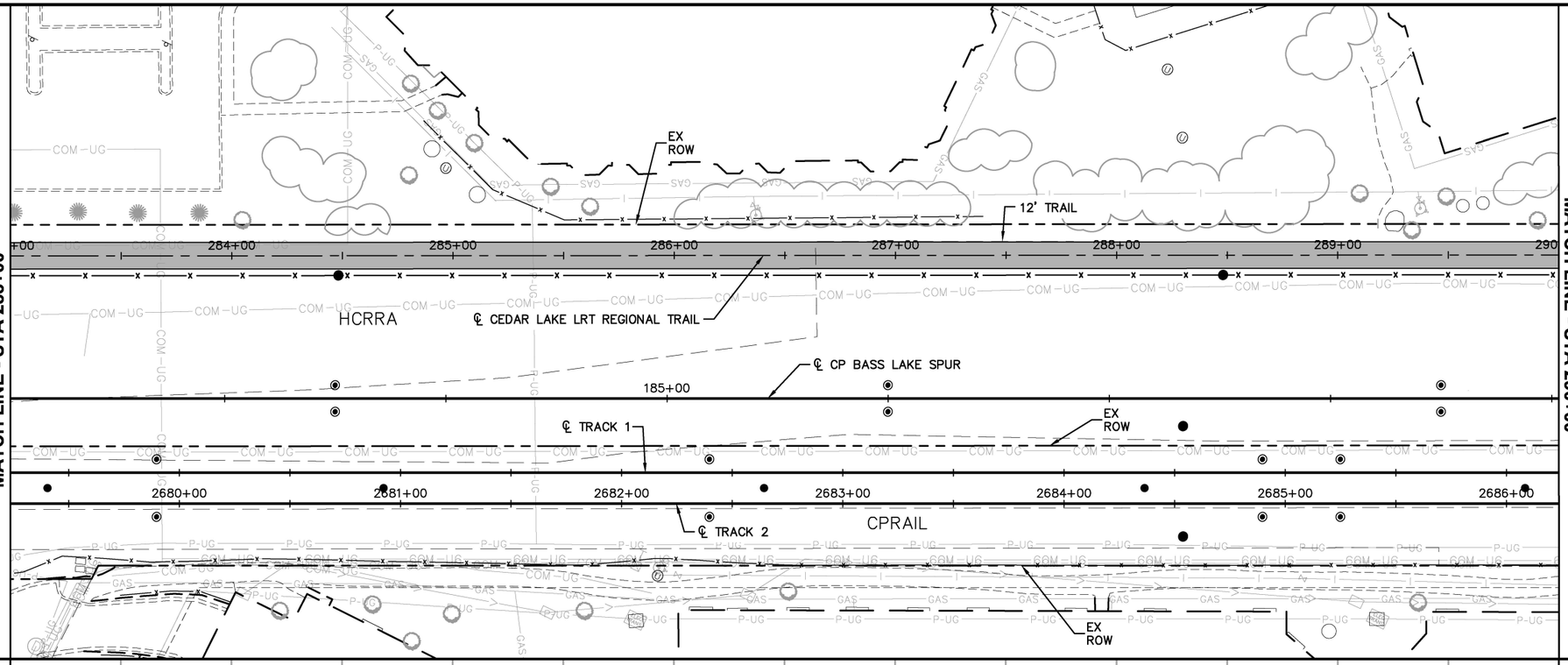
CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 276+00 TO STA 283+00

DISCIPLINE: CIVIL
SHEET NAME: E2-TRL-PRF - 013

SHEET 254 OF 416

Dec. 16 2016 12:38 pm v:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

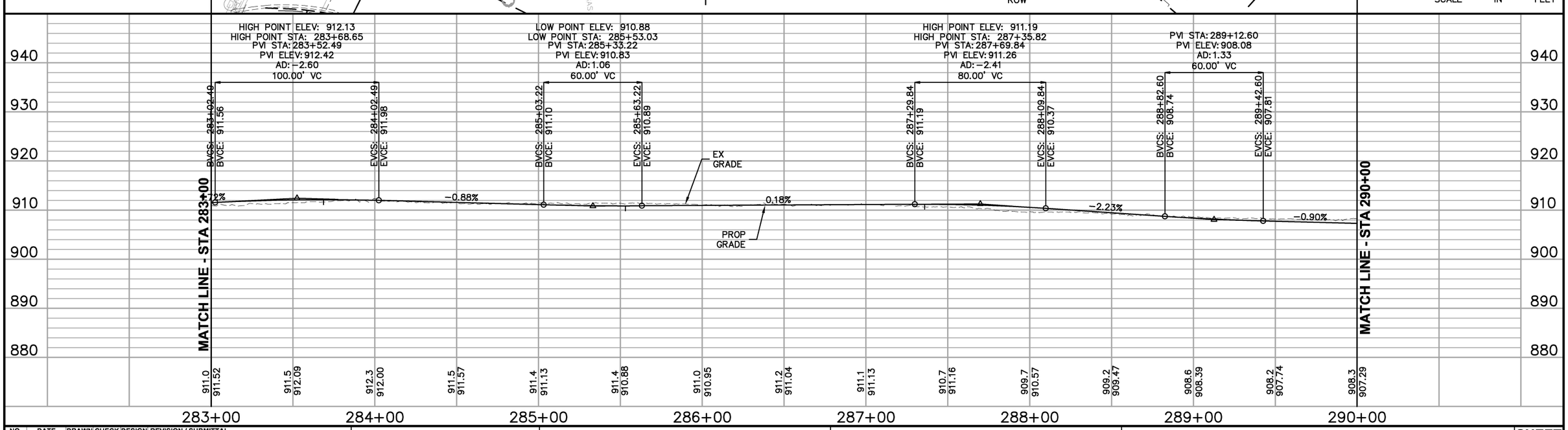
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 283+00 TO STA 290+00

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 014

SHEET 255 OF 416

Dec, 16 2016 12:42 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

MATCH LINE - STA 290+00

MATCH LINE - STA 297+00

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
15A	296+57.42	−12.00 LT	CONC PAD
15B	296+80.57	−12.00 LT	CONC PAD
15C	296+85.57	−14.00 LT	CONC PAD
15D	296+99.57	−14.00 LT	CONC PAD
15E	295+47.17	−6.00 LT	MATCH EX
15F	295+47.17	6.00 RT	MATCH EX
15G	292+10.20	−6.00 LT	MATCH EX
15H	292+10.20	6.00 RT	MATCH EX

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

VERTICAL 0 5 10 20

HORIZONTAL 0 15 30 60

SCALE IN FEET

LOW POINT ELEV: 906.48
LOW POINT STA: 290+99.98
PVI STA: 291+08.89
PVI ELEV: 906.31
AD: 2.56
60.00' VC

HIGH POINT ELEV: 907.11
HIGH POINT STA: 291+75.24
PVI STA: 291+68.89
PVI ELEV: 907.30
AD: −2.74
60.00' VC

PVI STA: 295+77.18
PVI ELEV: 904.26
AD: −1.14
60.00' VC

PVI STA: 296+37.18
PVI ELEV: 902.92
AD: 1.02
60.00' VC

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 290+00 TO STA 297+00

DISCIPLINE: CIVIL

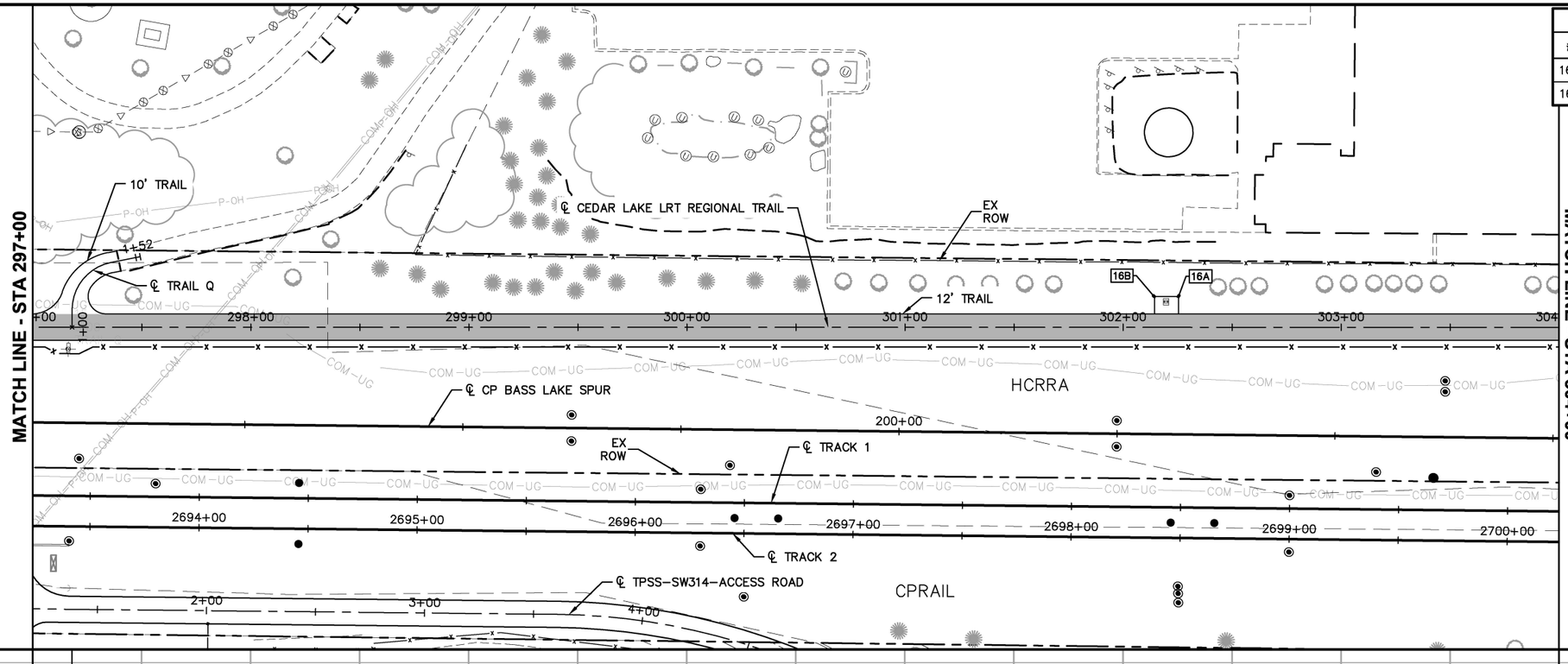
SHEET NAME: E2-TRL-PRF - 015

SHEET 256 OF 416

Dec, 16 2016 12:47 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

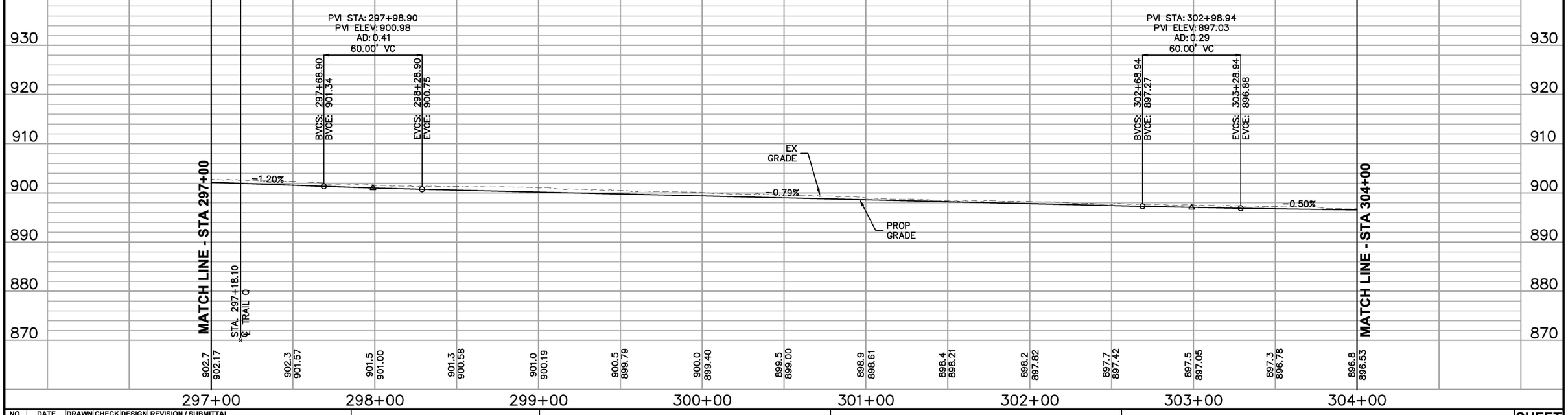
CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
16A	302+25.40	–14.00 LT	CONC PAD
16B	302+14.40	–14.00 LT	CONC PAD



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 297+00 TO STA 304+00

SHEET 257 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 016

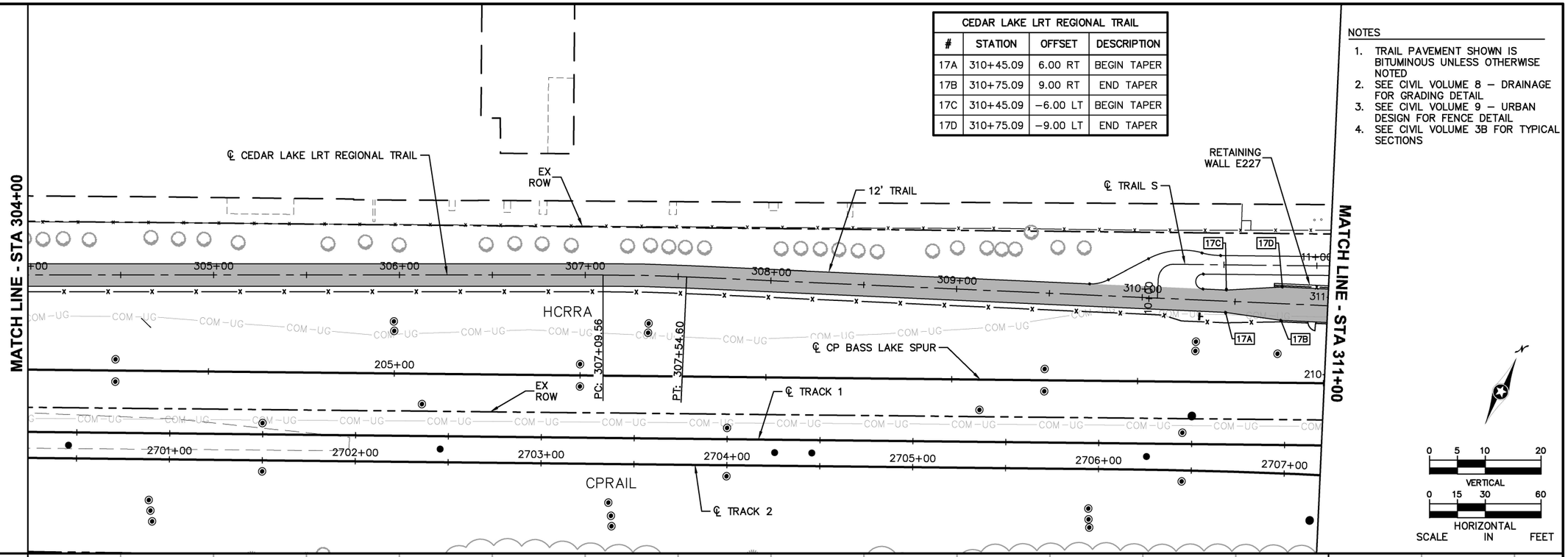
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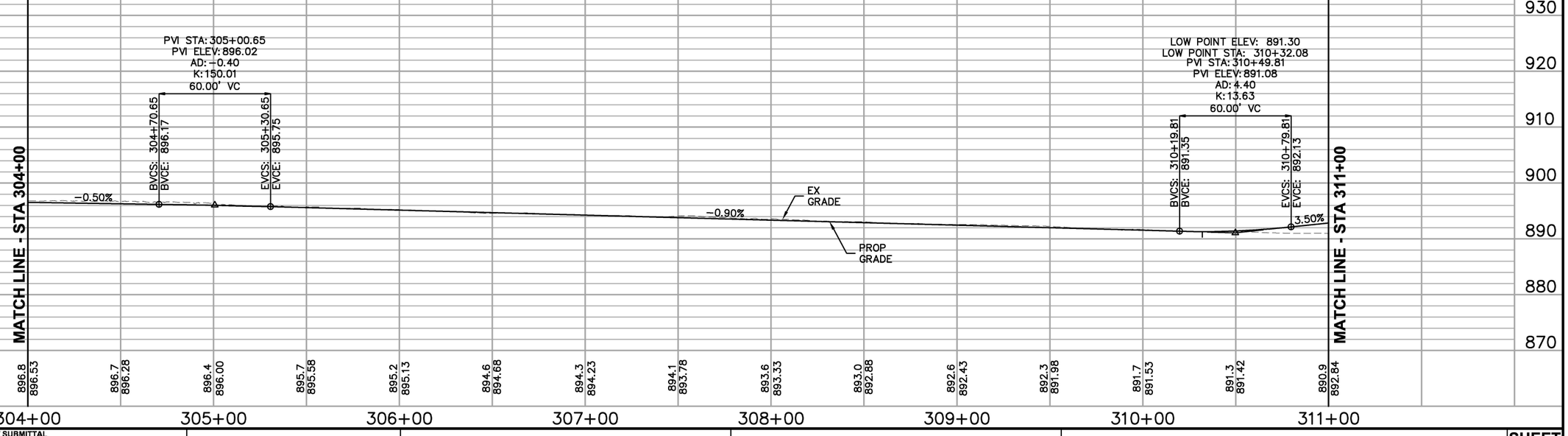
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
17A	310+45.09	6.00 RT	BEGIN TAPER
17B	310+75.09	9.00 RT	END TAPER
17C	310+45.09	−6.00 LT	BEGIN TAPER
17D	310+75.09	−9.00 LT	END TAPER

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 304+00 TO STA 311+00

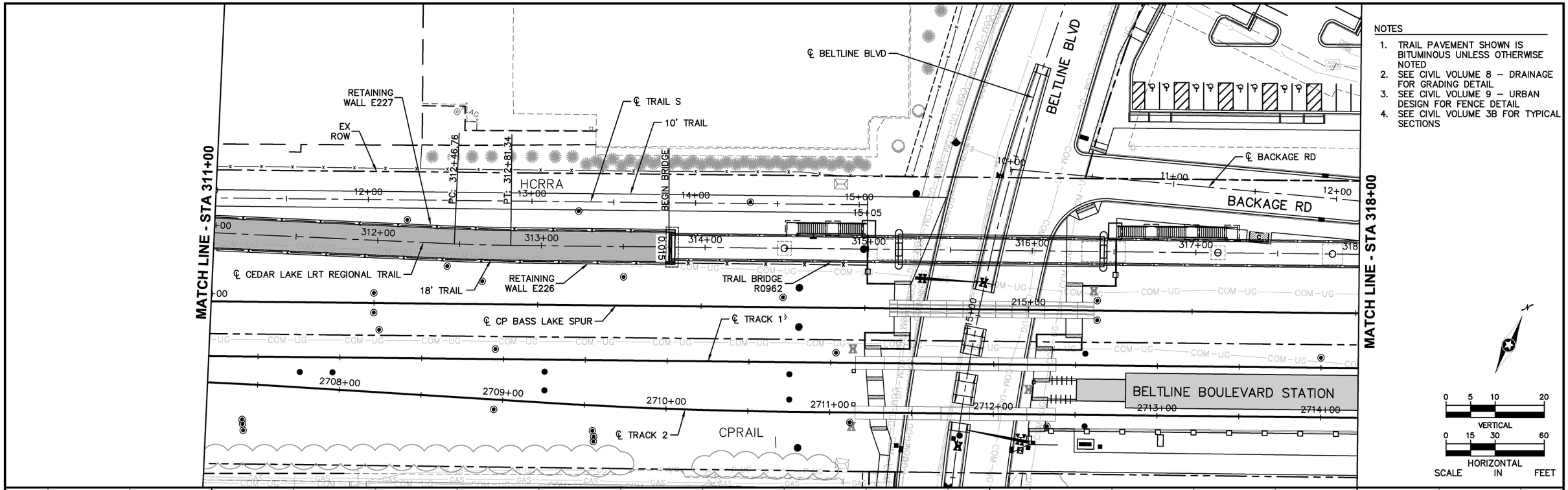
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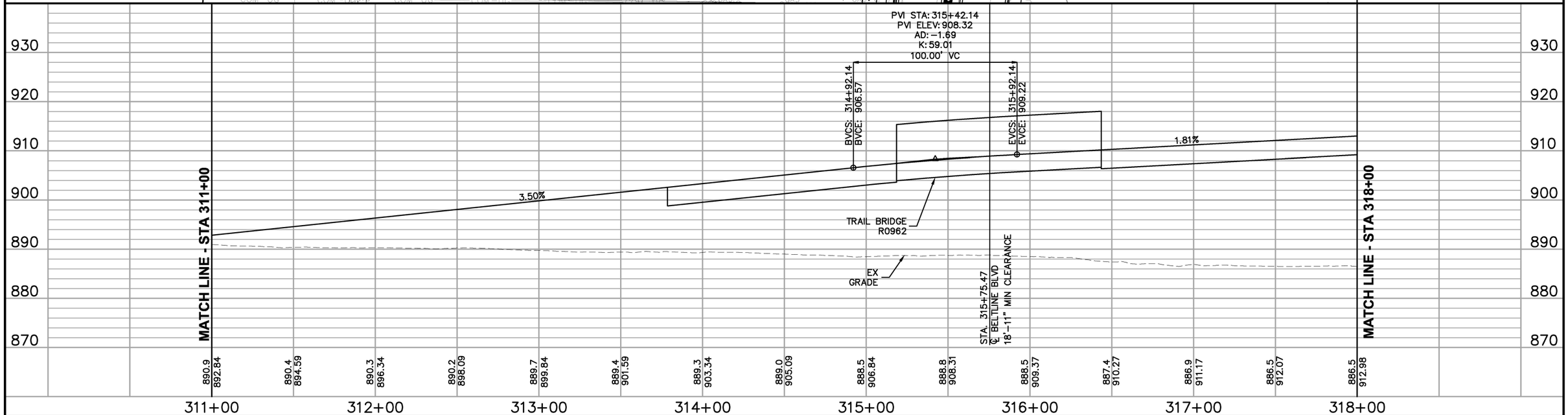
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SHEET 258 OF 416

Dec, 16 2016 12:56 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 311+00 TO STA 318+00

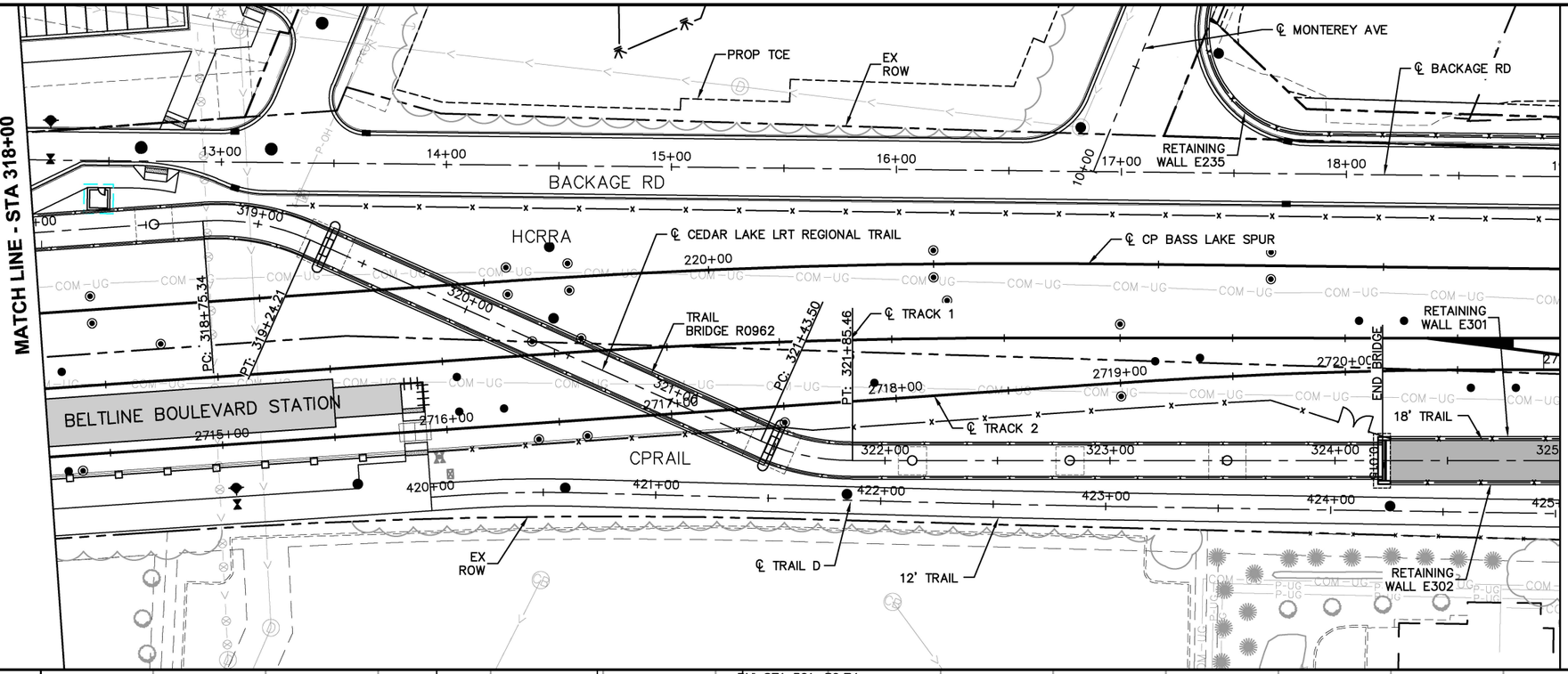
DISCIPLINE: CIVIL

SHEET NAME: E2-TRL-PRF - 018

SHEET 259 OF 416

Dec, 16 2016 01:00 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carreldk

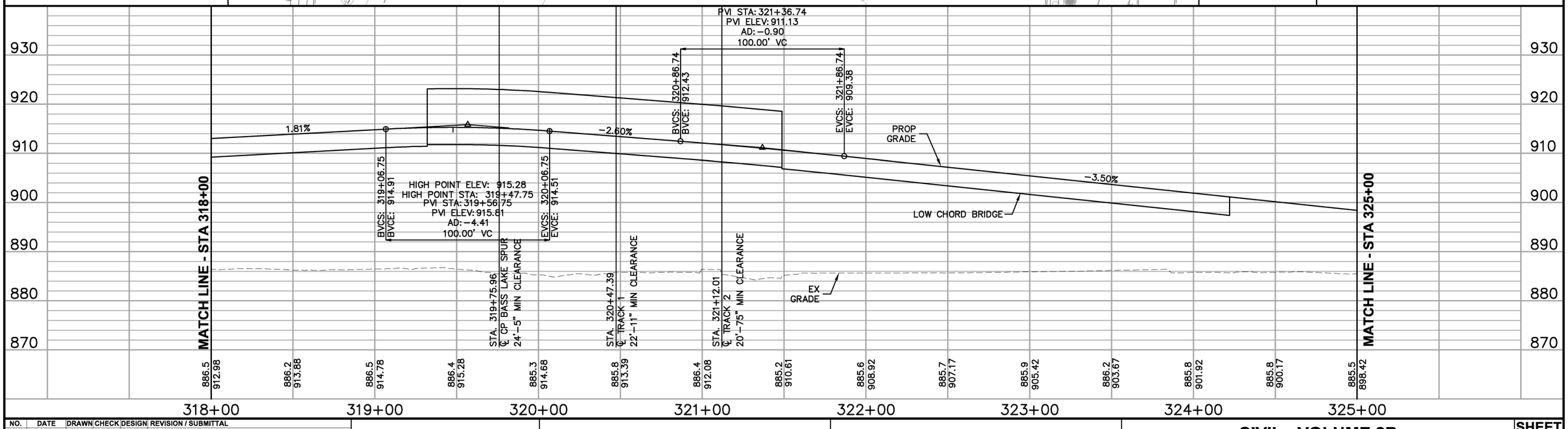
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 318+00 TO STA 325+00

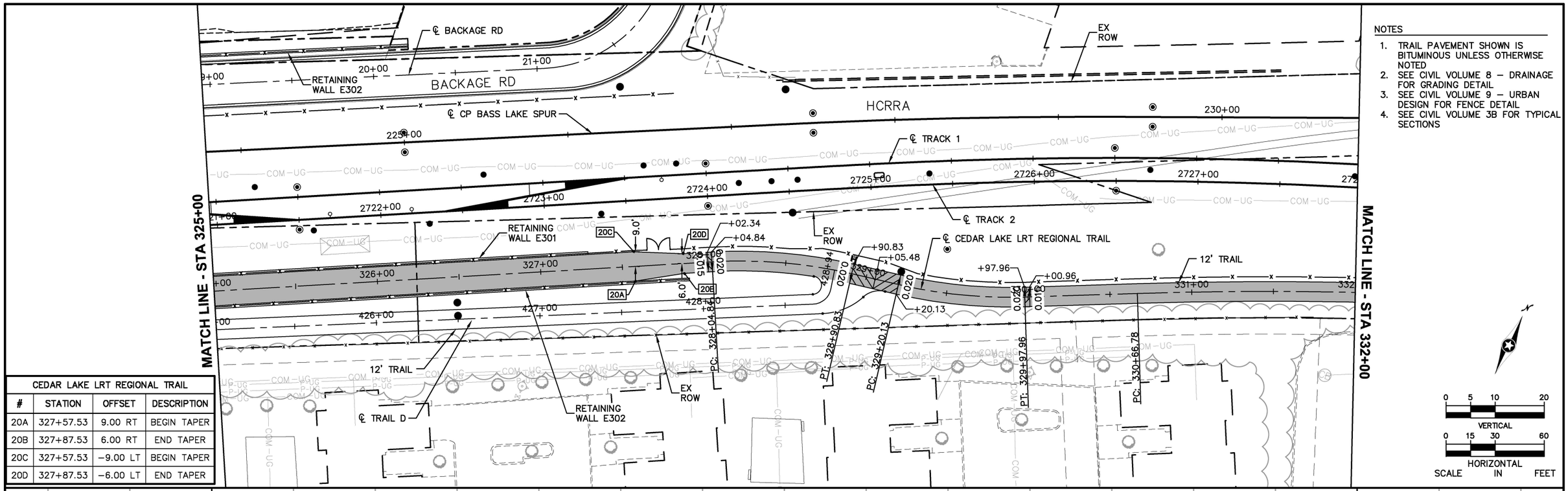
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SHEET NAME: E2-TRL-PRF - 019

SHEET 260 OF 416

Dec, 16 2016 01:04 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

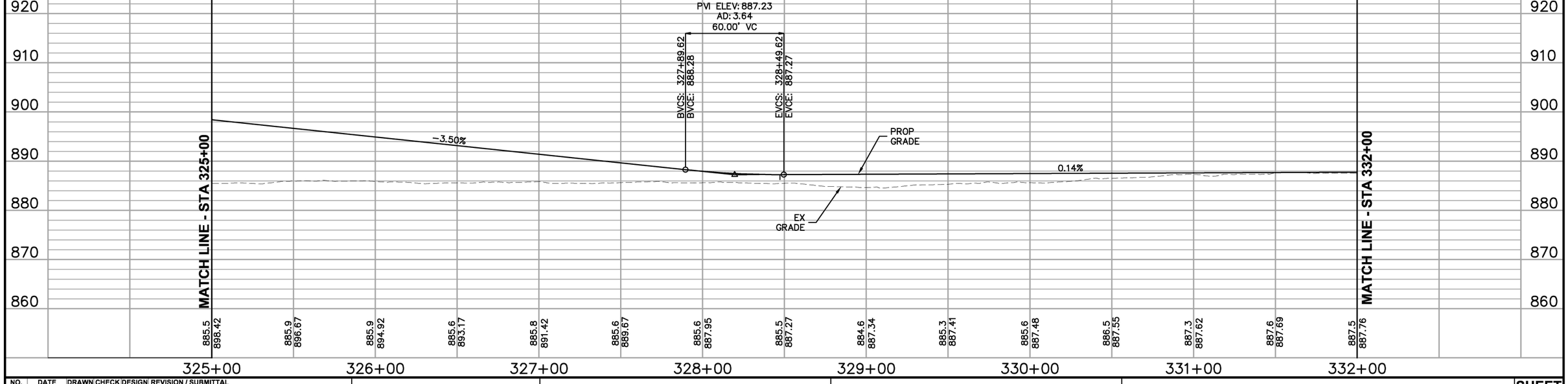


CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
20A	327+57.53	9.00 RT	BEGIN TAPER
20B	327+87.53	6.00 RT	END TAPER
20C	327+57.53	-9.00 LT	BEGIN TAPER
20D	327+87.53	-6.00 LT	END TAPER

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 325+00 TO STA 332+00

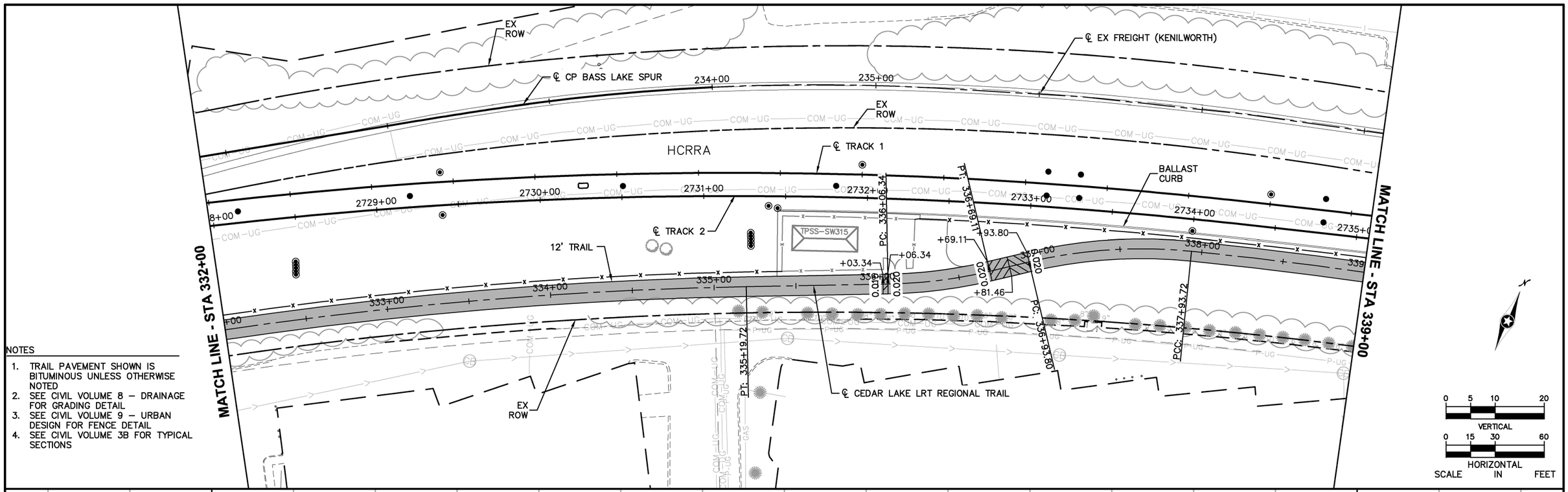
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SHEET NAME: E2-TRL-PRF - 020

SHEET 261 OF 416

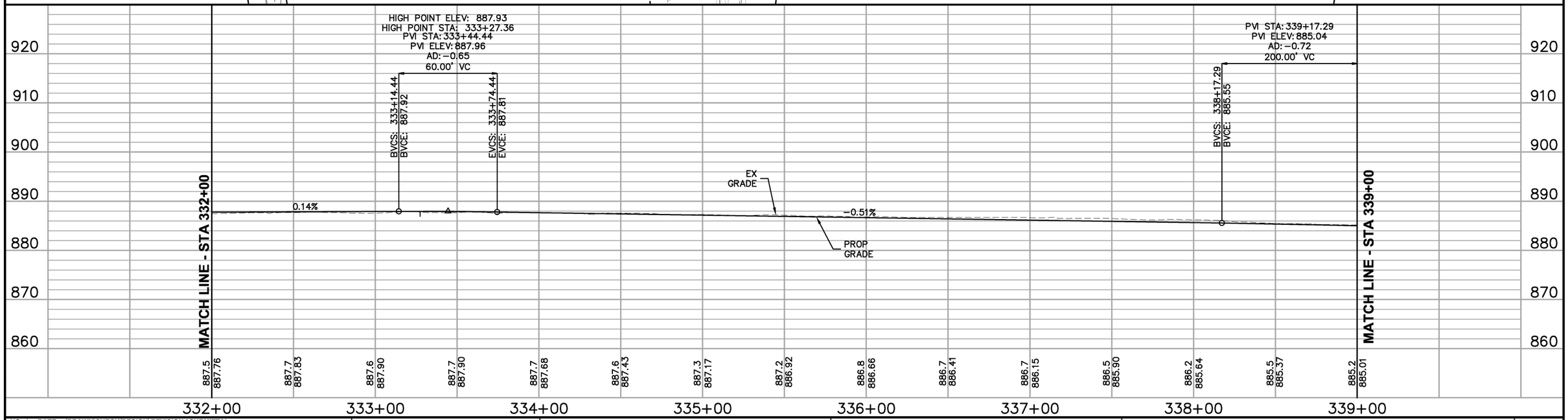
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EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 332+00 TO STA 339+00

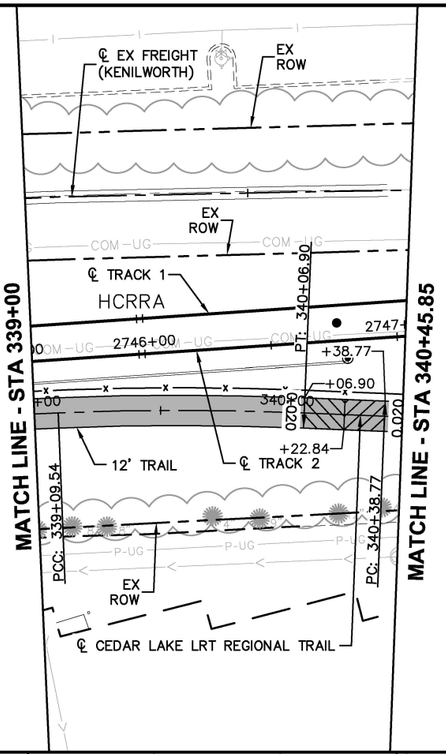
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SHEET NAME: E2-TRL-PRF - 021

SHEET 262 OF 416

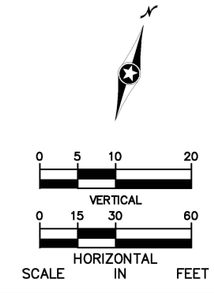
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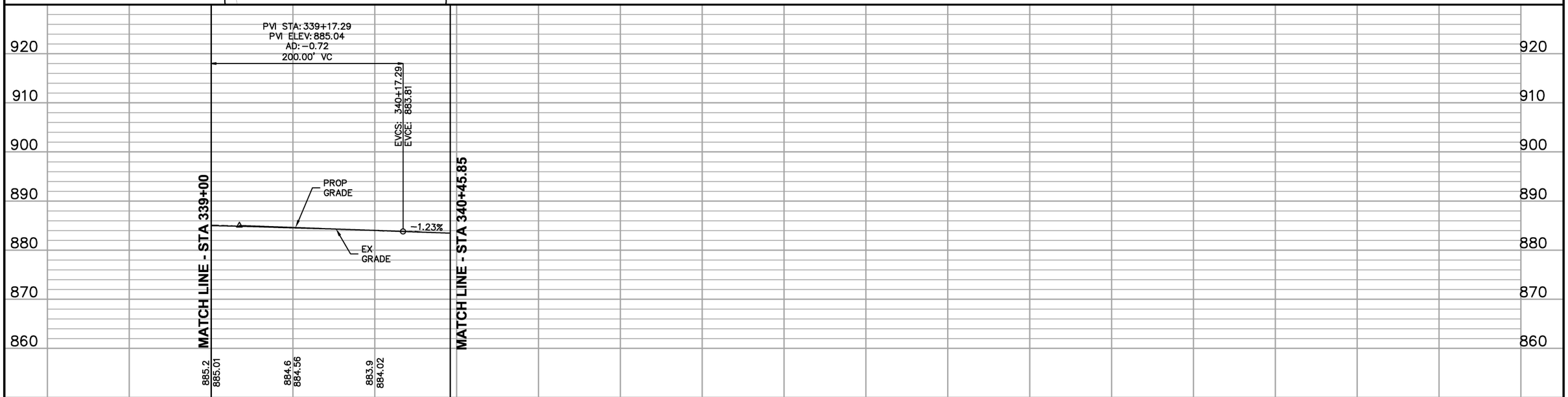
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 339+00 TO STA 340+45.85

DISCIPLINE: CIVIL

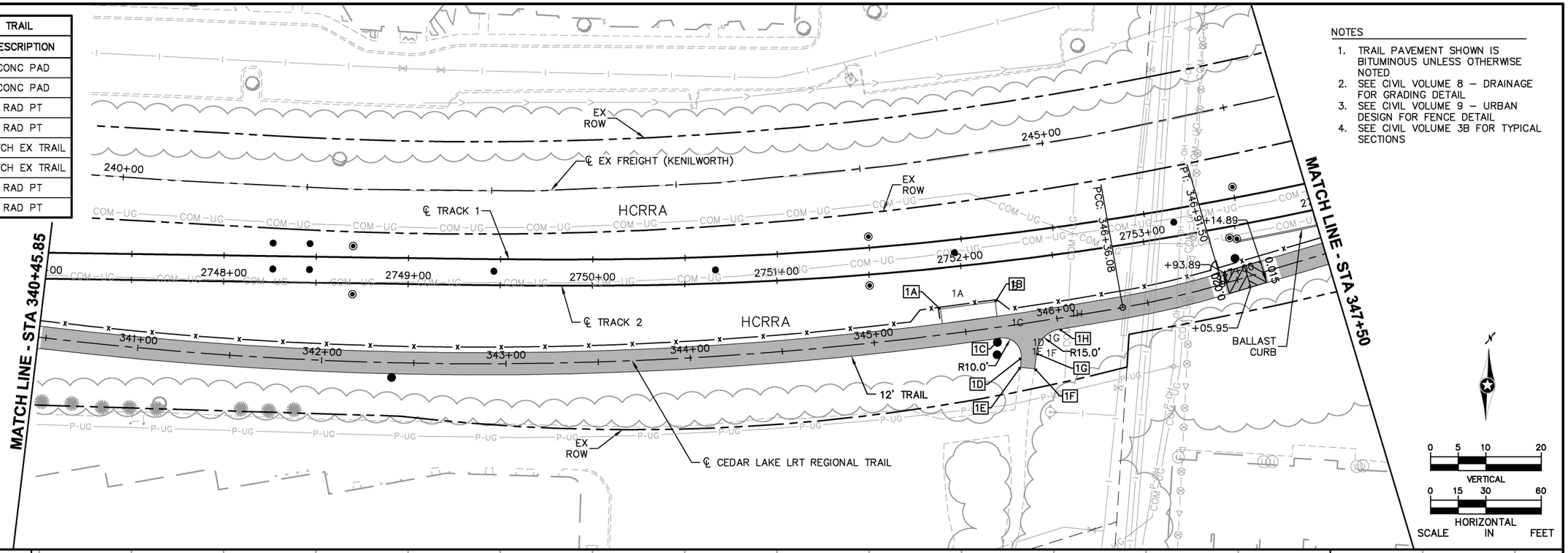
SHEET NAME: E2-TRL-PRF - 022

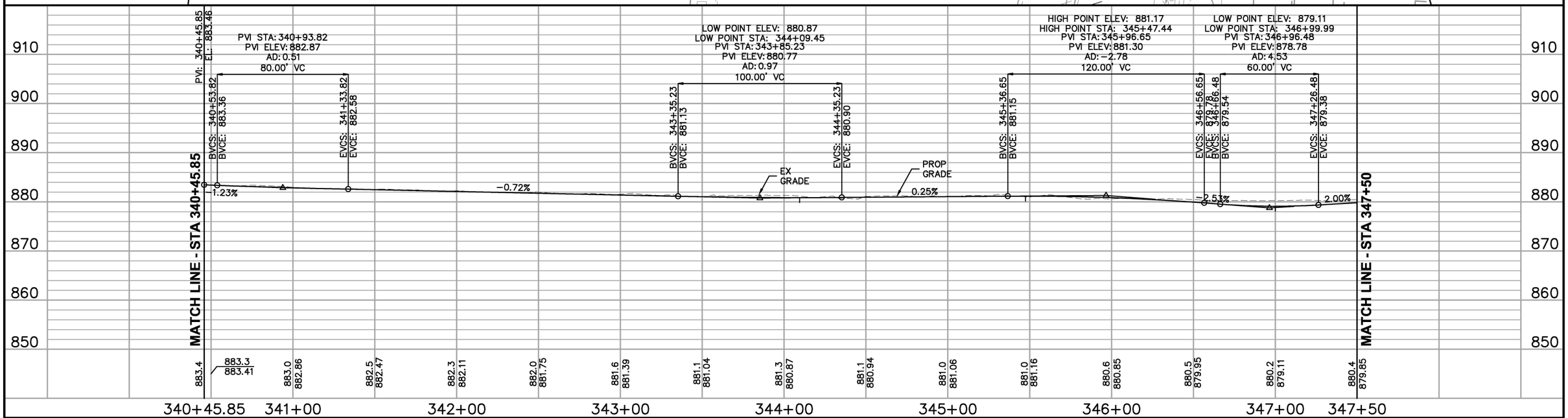
SHEET 263 OF 416

Dec, 16 2016 01:16 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E2-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
1A	345+37.83	−14.00 LT	CONC PAD
1B	345+68.05	−14.00 LT	CONC PAD
1C	345+68.05	6.00 RT	RAD PT
1D	345+77.70	18.28 RT	RAD PT
1E	345+76.56	23.15 RT	MATCH EX TRAIL
1F	345+84.02	25.13 RT	MATCH EX TRAIL
1G	345+86.13	17.10 RT	RAD PT
1H	346+00.47	6.00 RT	RAD PT





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 340+45.85 TO STA 347+50

DISCIPLINE: CIVIL

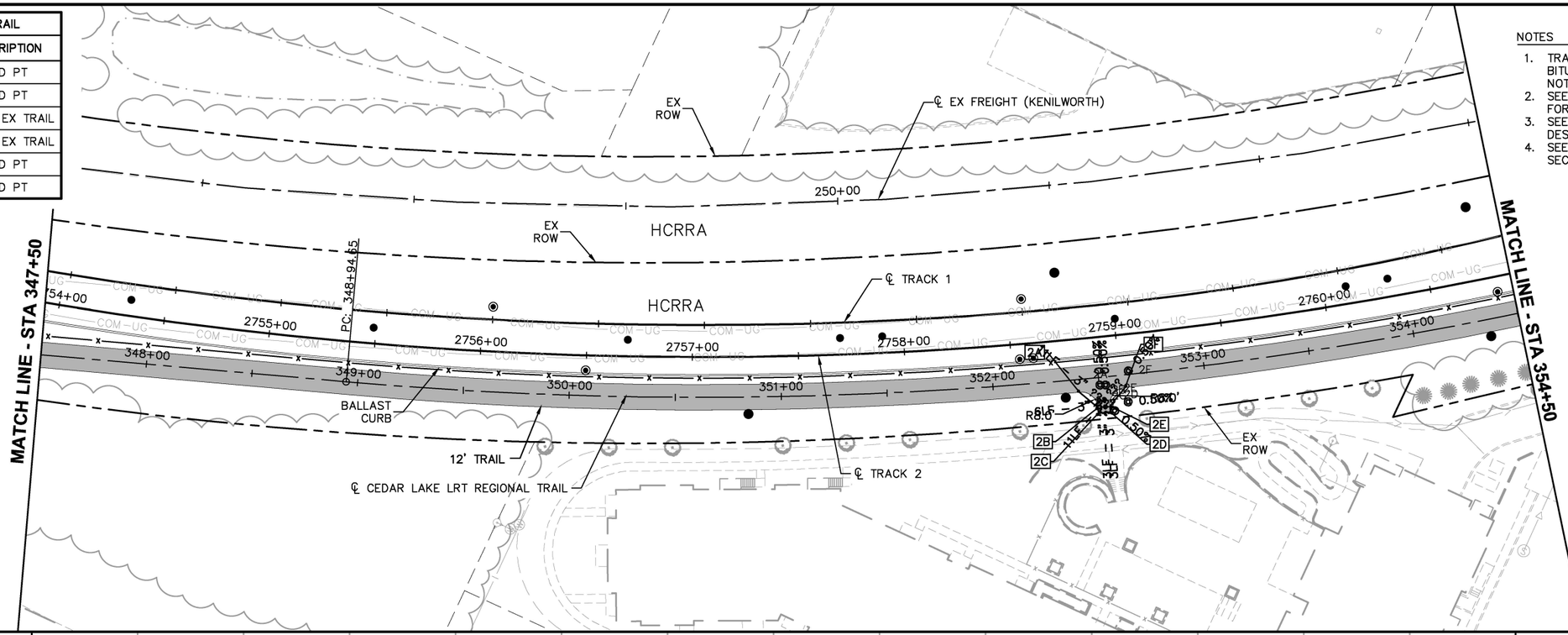
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SHEET 264 OF 416

Dec, 16 2016 01:18 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

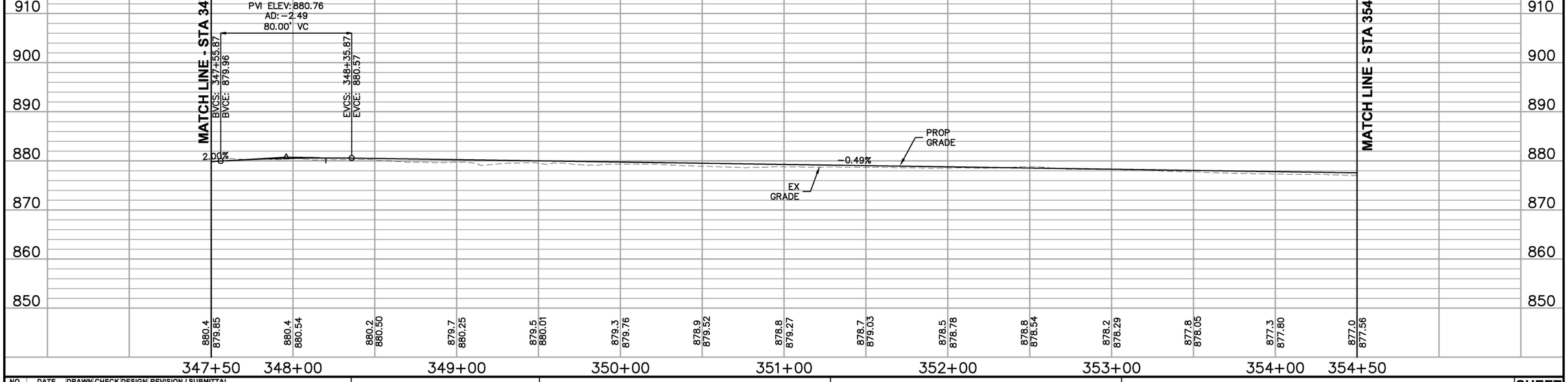
CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
2A	352+40.43	6.00 RT	RAD PT
2B	352+48.37	14.06 RT	RAD PT
2C	352+48.34	16.73 RT	MATCH EX TRAIL
2D	352+53.96	16.70 RT	MATCH EX TRAIL
2E	352+54.02	13.83 RT	RAD PT
2F	352+61.96	6.00 RT	RAD PT



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 347+50 TO STA 354+50

DISCIPLINE: CIVIL

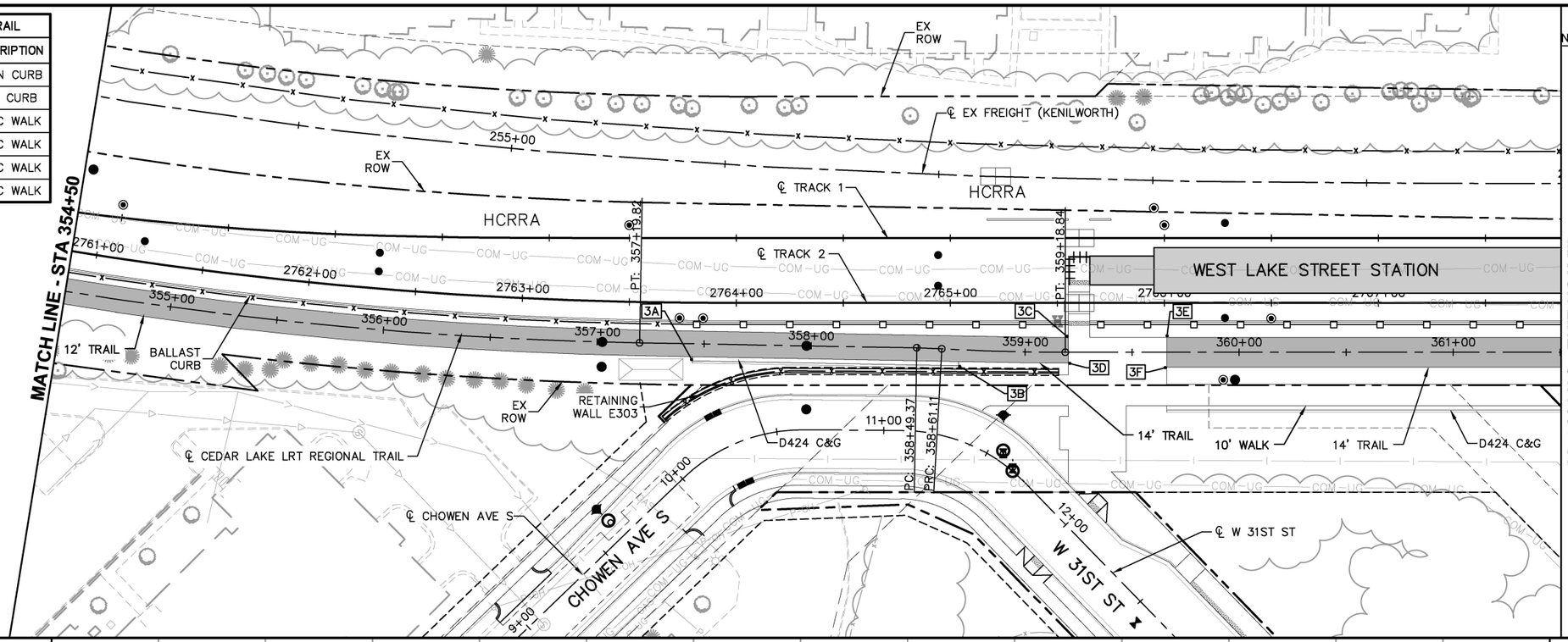
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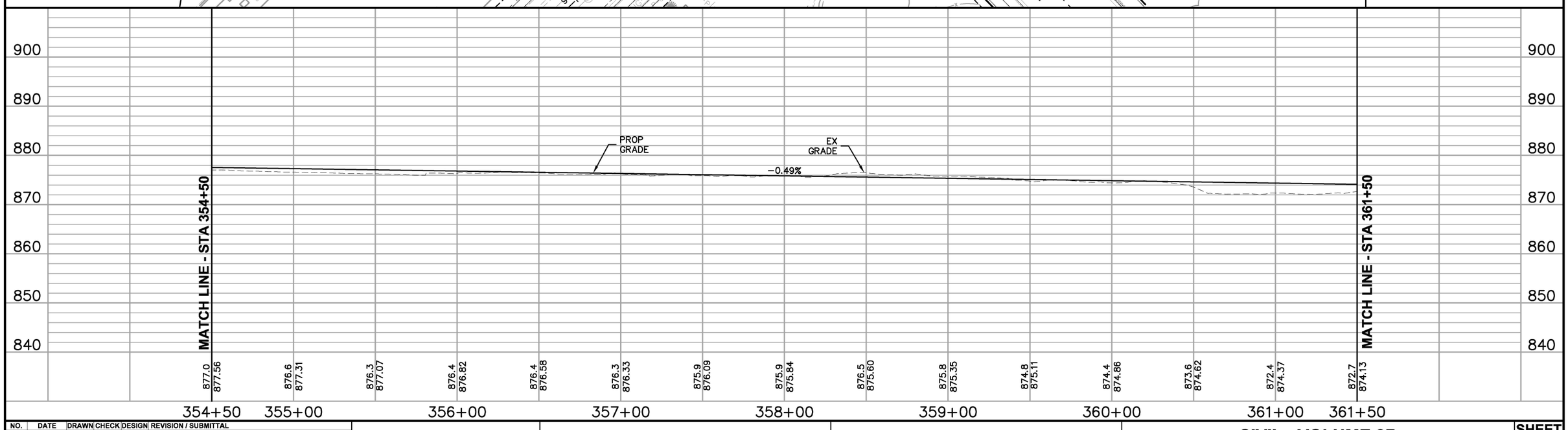
SHEET 265 OF 416

Dec, 16 2016 01:19 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carreldk

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
3A	357+44.69	8.00 RT	BEGIN CURB
3B	358+69.16	7.50 RT	END CURB
3C	359+20.15	−7.00 LT	CONC WALK
3D	359+20.15	5.00 RT	CONC WALK
3E	359+66.15	−7.00 LT	CONC WALK
3F	359+66.15	7.00 RT	CONC WALK





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 354+50 TO STA 361+50

DISCIPLINE: CIVIL

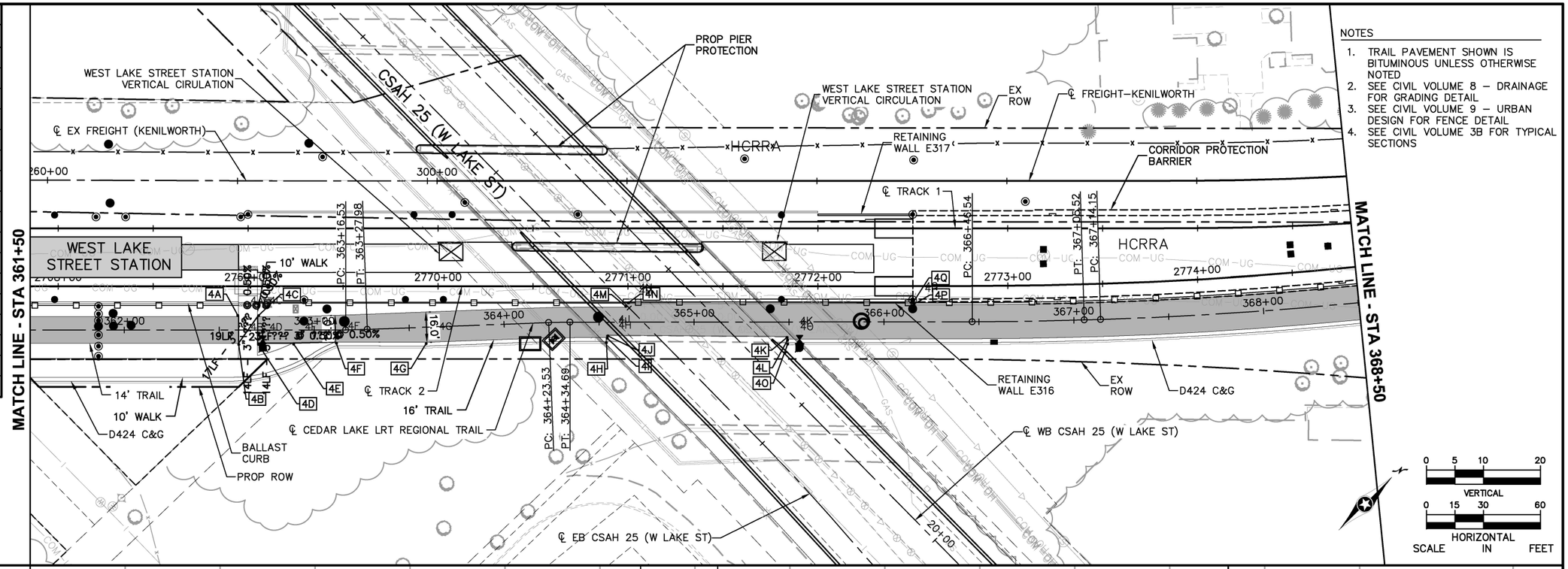
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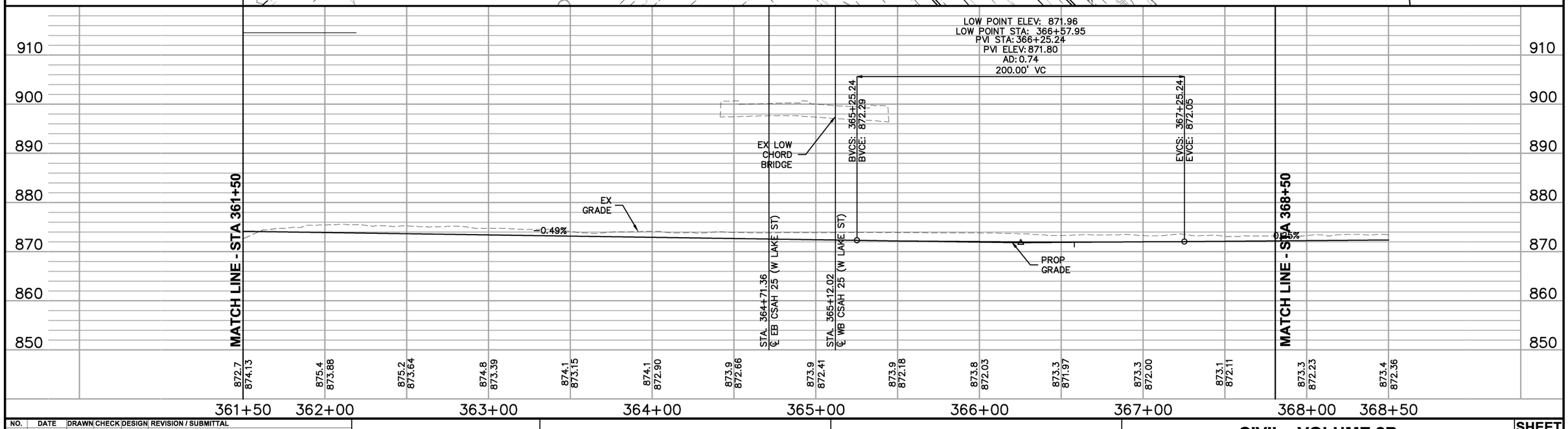
SHEET 266 OF 416

Dec, 16 2016 01:21 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carreldk

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
4A	362+60.15	−7.00 LT	CONC WALK
4B	362+60.15	7.00 RT	CONC WALK
4C	362+70.15	−7.00 LT	CONC WALK
4D	362+70.15	7.00 RT	CONC WALK
4E	362+88.72	6.93 RT	CONC WALK
4F	363+11.39	6.41 RT	BEGN TAPER
4G	363+59.10	8.00 RT	END TAPER
4H	364+53.95	10.10 RT	END CURB
4I	364+53.82	8.04 RT	TRAIL CORNER
4J	364+53.95	6.93 RT	TRAIL CORNER
4K	365+49.56	7.75 RT	TRAIL CORNER
4L	365+49.61	8.95 RT	TRAIL CORNER
4M	364+64.71	−7.89 LT	TRAIL CORNER
4N	364+64.92	−9.79 LT	TRAIL CORNER
4O	365+49.59	11.00 RT	BEGIN CURB
4P	366+15.20	−9.00 LT	TRAIL CORNER
4Q	366+15.20	−10.00 LT	TRAIL CORNER





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
PLAN AND PROFILE
STA 361+50 TO STA 368+50

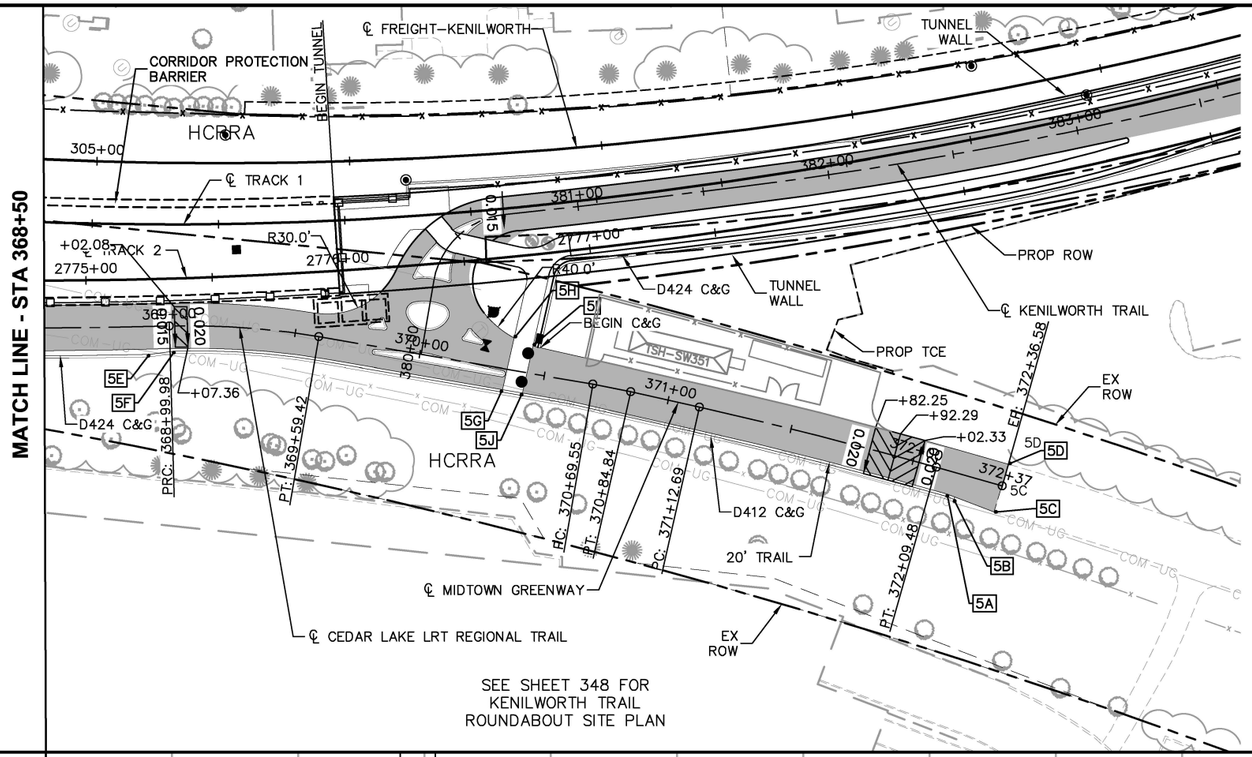
DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 004

SHEET 267 OF 416

Dec, 16 2016 01:23 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

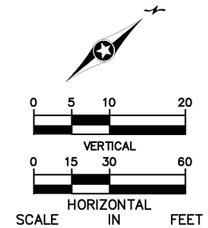
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

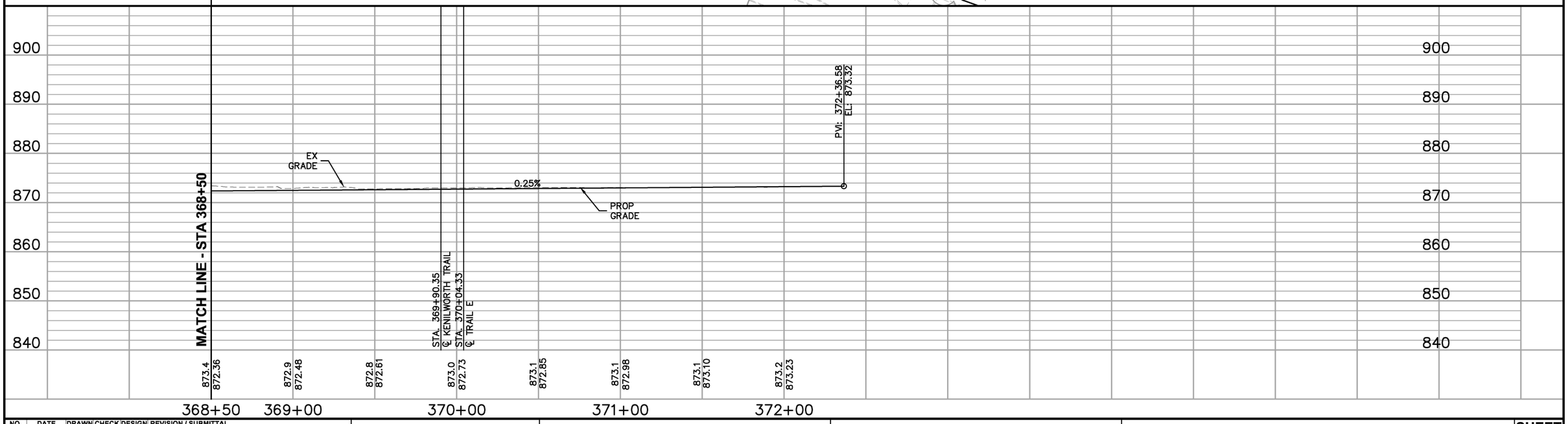


CEDAR LAKE LRT REGIONAL TRAIL			
#	STATION	OFFSET	DESCRIPTION
5A	372+16.41	9.00 RT	BEGIN TAPER
5B	372+19.58	10.29 RT	END CURB
5C	372+36.29	10.81 RT	END TAPER/MATCH EX TRAIL
5D	372+36.58	–9.00 LT	MATCH EX TRAIL
5E	368+92.00	11.00 RT	BEGIN TAPER
5F	369+02.03	9.99 RT	END TAPER
5G	370+34.66	8.22 RT	CONC WALK
5H	370+35.72	–12.67 LT	CONC WALK
5I	370+43.64	–10.84 LT	CONC WALK
5J	370+42.67	8.21 RT	CONC WALK

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE LRT REGIONAL TRAIL
MIDTOWN GREENWAY PLAN AND PROFILE
STA 368+50 TO STA 372+36.58

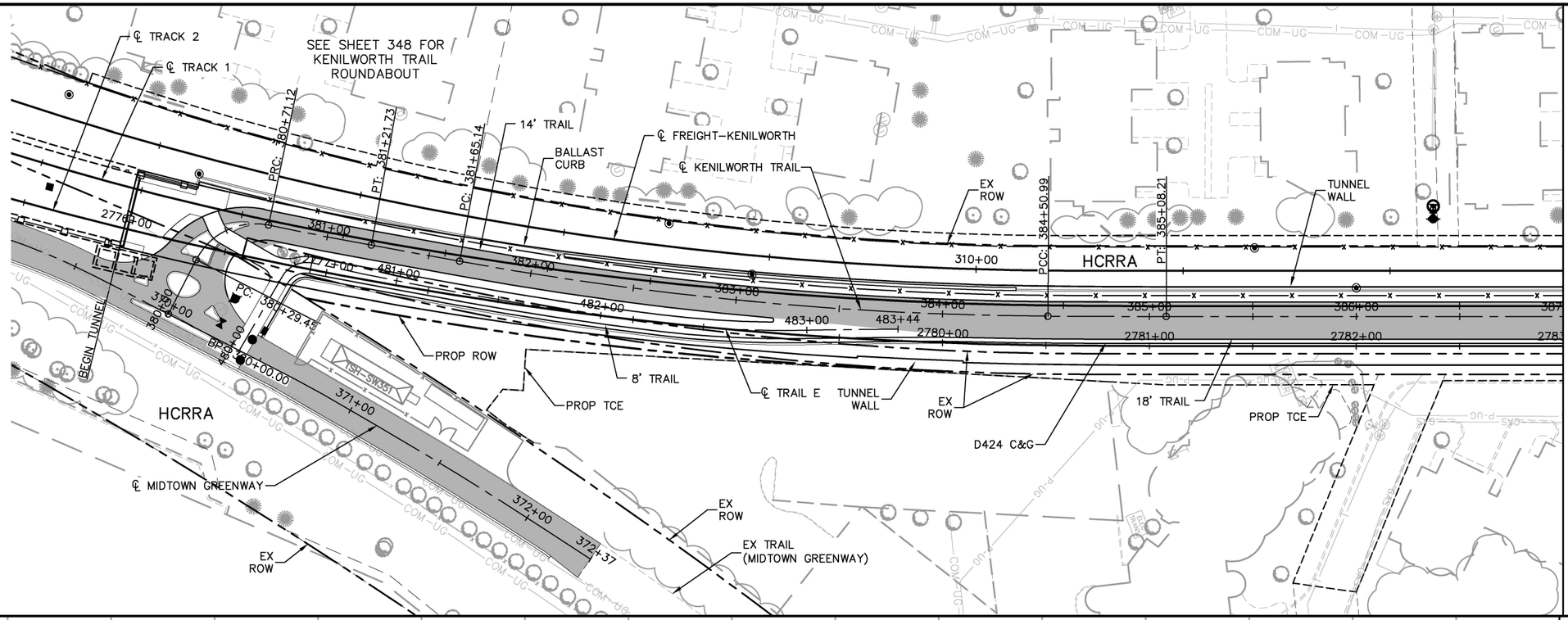
DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 005

SHEET 268 OF 416

Dec, 16 2016 01:25 pm V: \3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

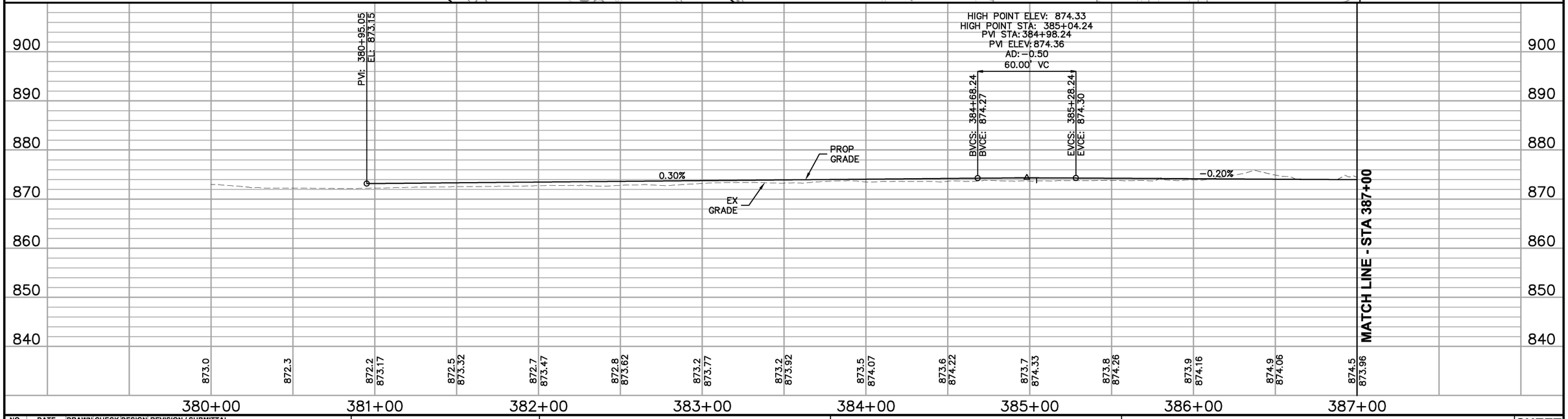


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

MATCH LINE - STA 387+00

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 380+00 TO STA 387+00

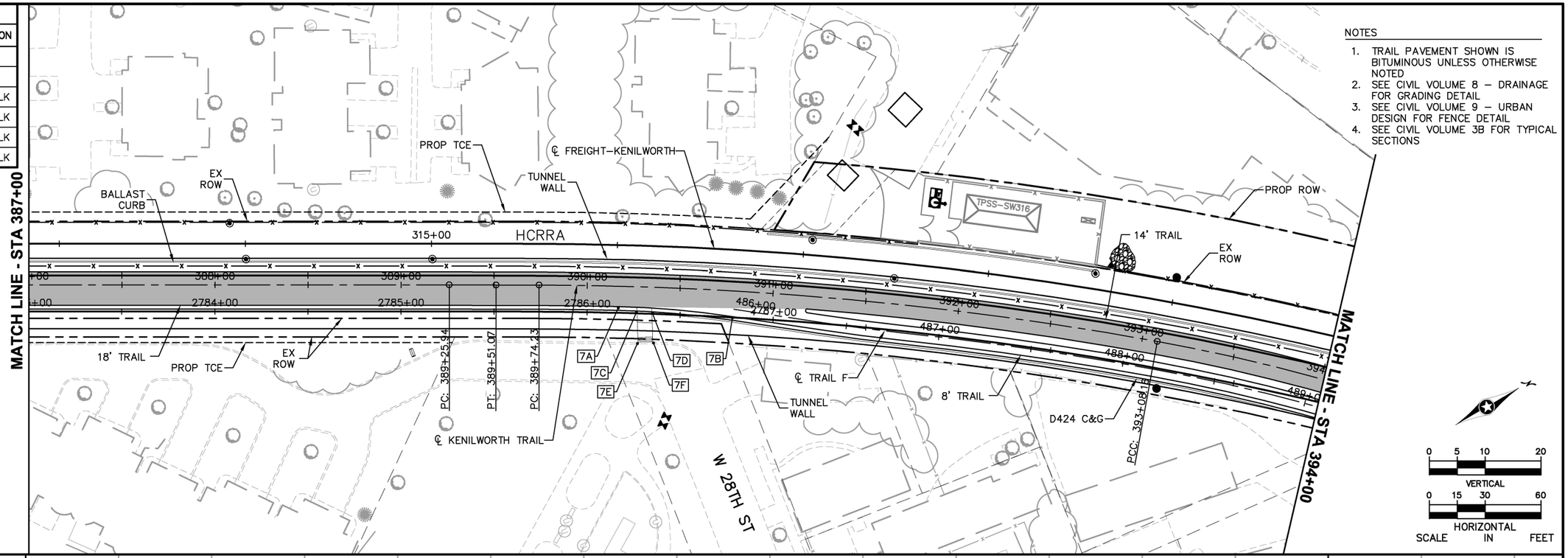
DISCIPLINE: CIVIL
SHEET NAME: E3-TRL-PRF - 006

SHEET 269 OF 416

Dec, 16 2016 01:26 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

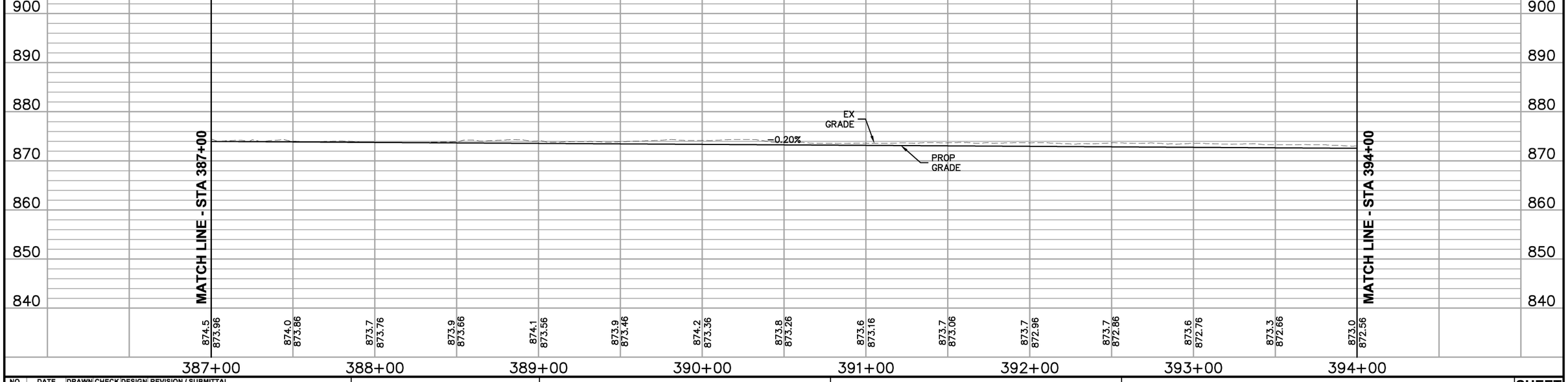
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
7A	390+17.33	11.00 RT	RAD PT
7B	390+79.06	13.80 RT	RAD PT
7C	390+27.17	13.07 RT	CONC WALK
7D	390+35.25	13.24 RT	CONC WALK
7E	390+28.26	29.79 RT	CONC WALK
7F	390+36.37	29.25 RT	CONC WALK



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 387+00 TO STA 394+00

DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 007

SHEET 270 OF 416

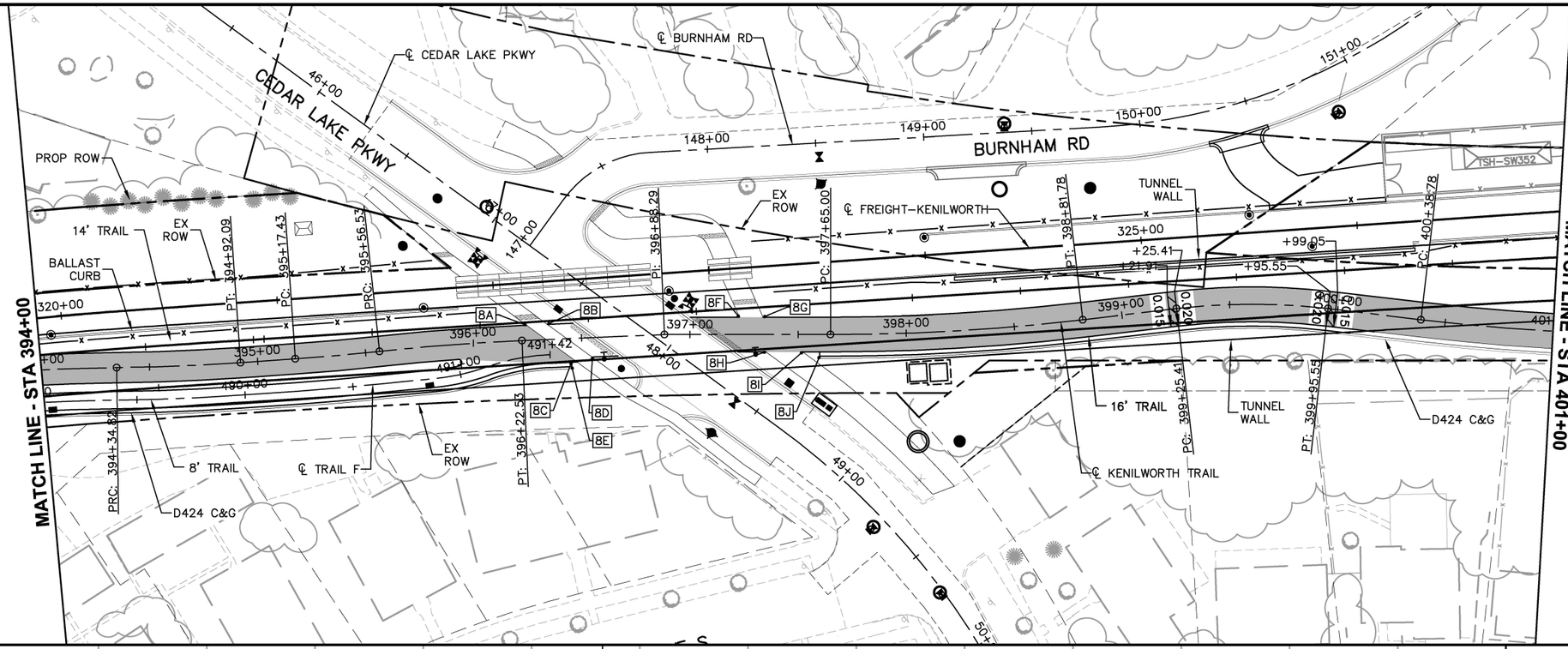
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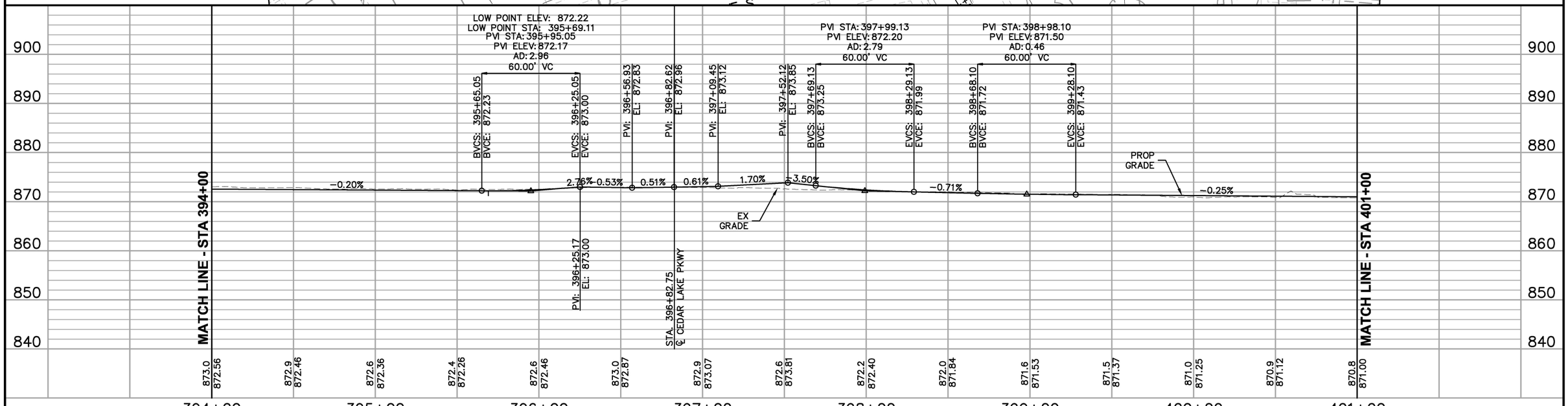
EXHIBIT 2 - DEPICTION OF BIKE TRAIL

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
8A	396+24.85	−7.00 LT	CONC WALK
8B	396+34.48	−7.00 LT	CONC WALK
8C	396+44.94	11.00 RT	CONC WALK
8D	396+54.57	9.00 RT	CONC WALK
8E	396+44.94	13.00 RT	END CURB
8F	397+22.93	−8.00 LT	BIT TRAIL
8G	397+33.87	−8.00 LT	BIT TRAIL
8H	397+35.16	8.00 RT	BIT TRAIL
8I	397+52.12	8.00 RT	BIT TRAIL
8J	397+60.00	10.00 RT	BEGIN CURB





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 394+00 TO STA 401+00

DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 008

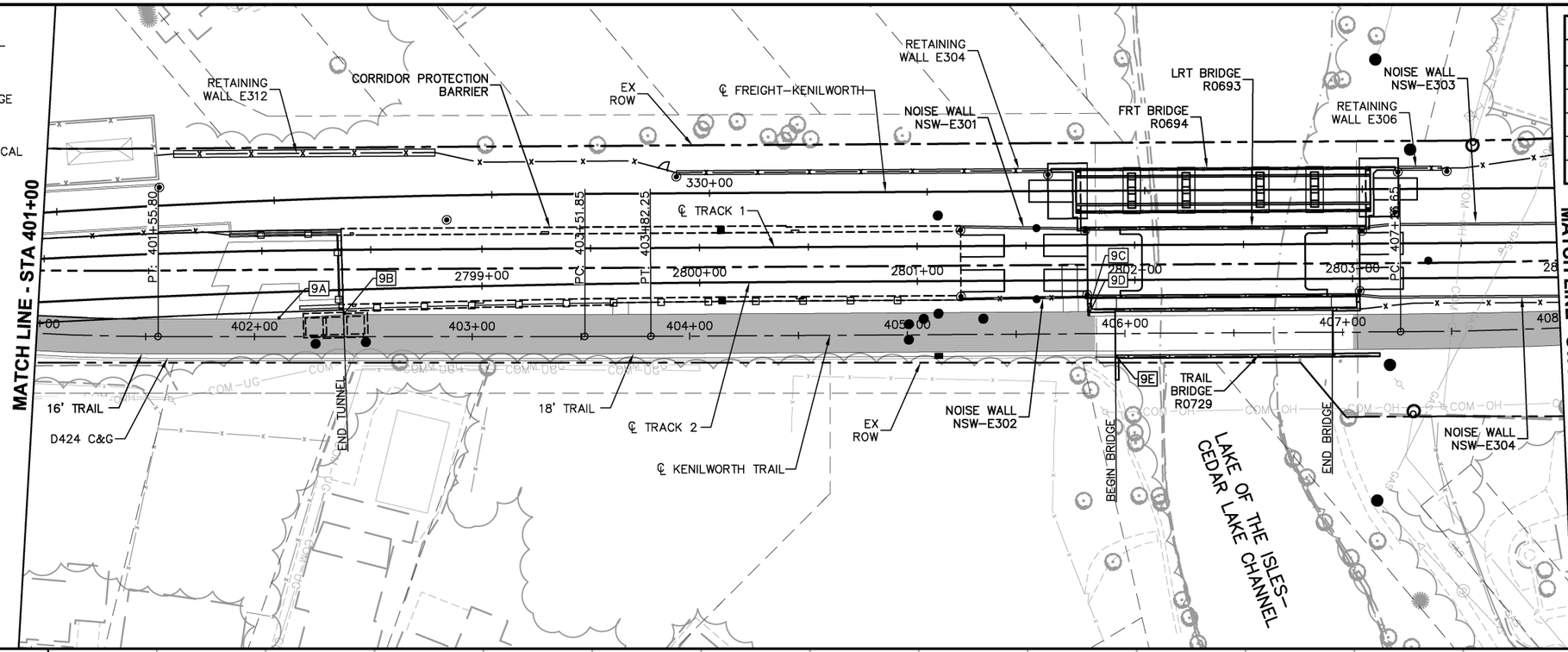
SHEET 271 OF 416

Dec, 16 2016 01:29 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

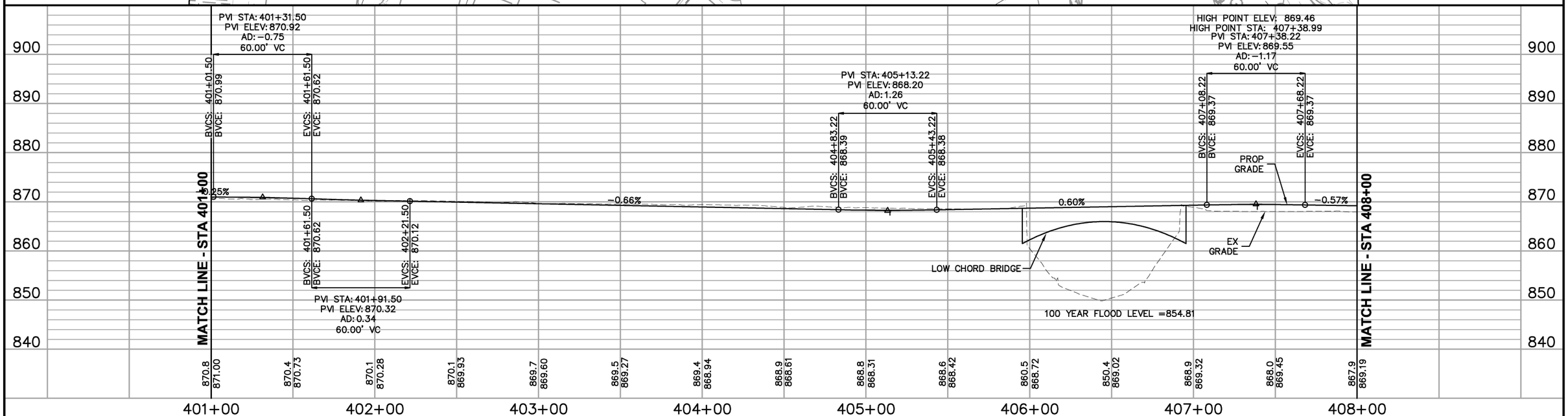
NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
9A	402+10.89	–8.00 LT	BEGIN TAPER
9B	402+40.89	–10.00 LT	END TAPER
9C	405+83.00	–10.00 LT	BIT CORNER
9D	405+83.00	–8.00 LT	BIT CORNER
9E	405+95.50	10.00 RT	END CURB

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

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METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 401+00 TO STA 408+00

DISCIPLINE: CIVIL

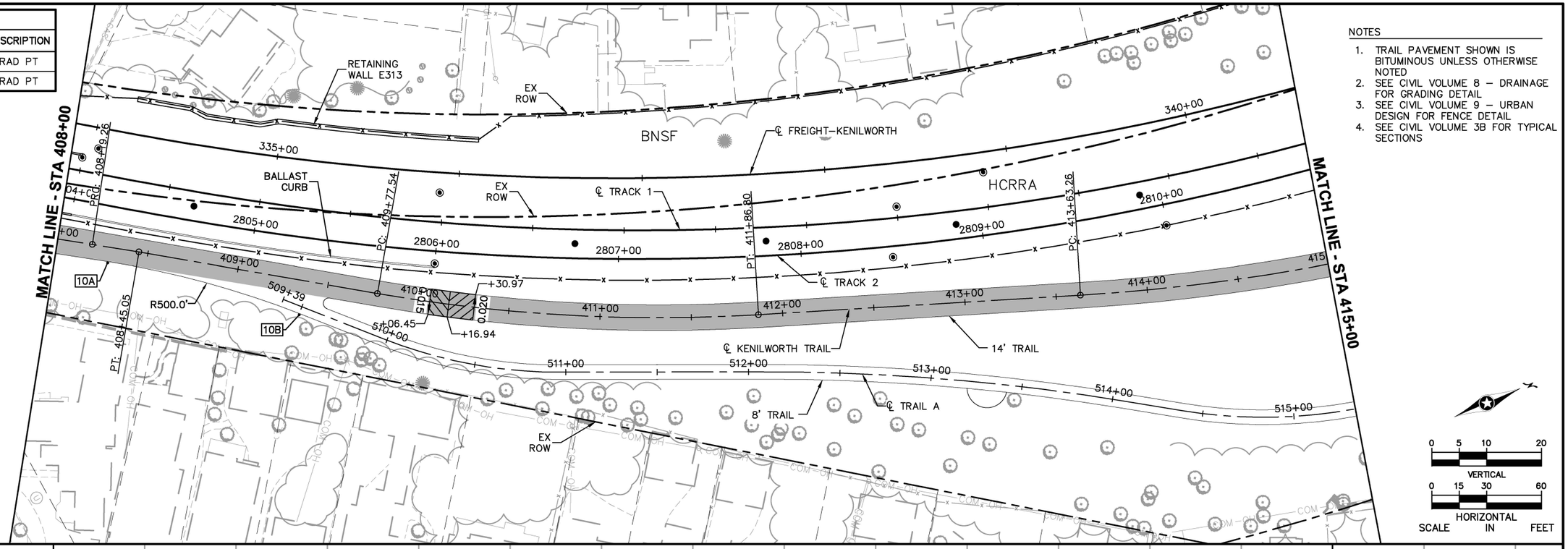
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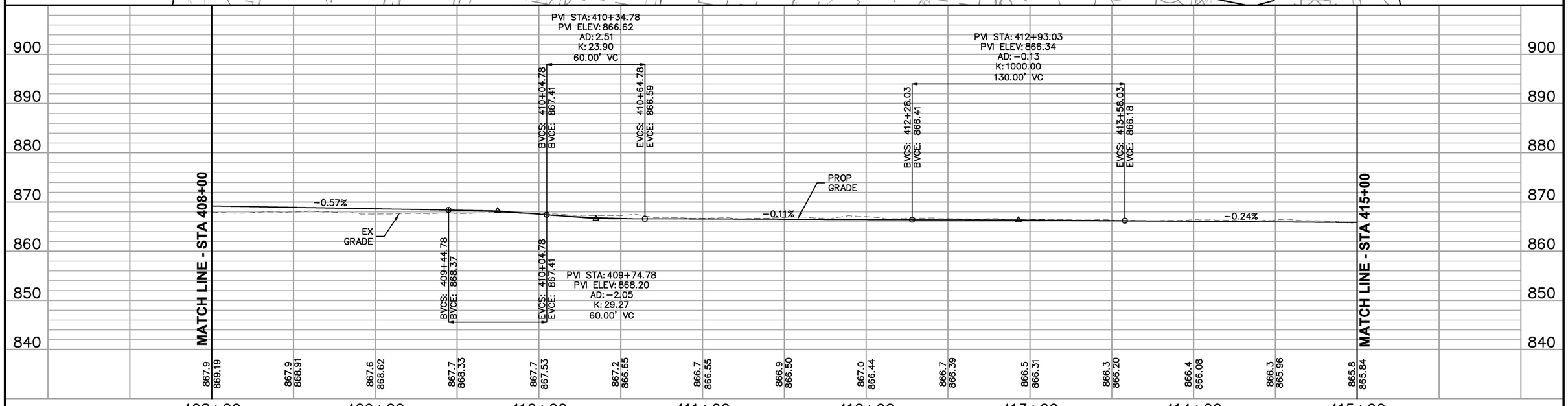
SHEET 272 OF 416

Dec, 16 2016 01:31 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
10A	408+29.30	8.00 RT	RAD PT
10B	409+37.76	18.26 RT	RAD PT





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 408+00 TO STA 415+00

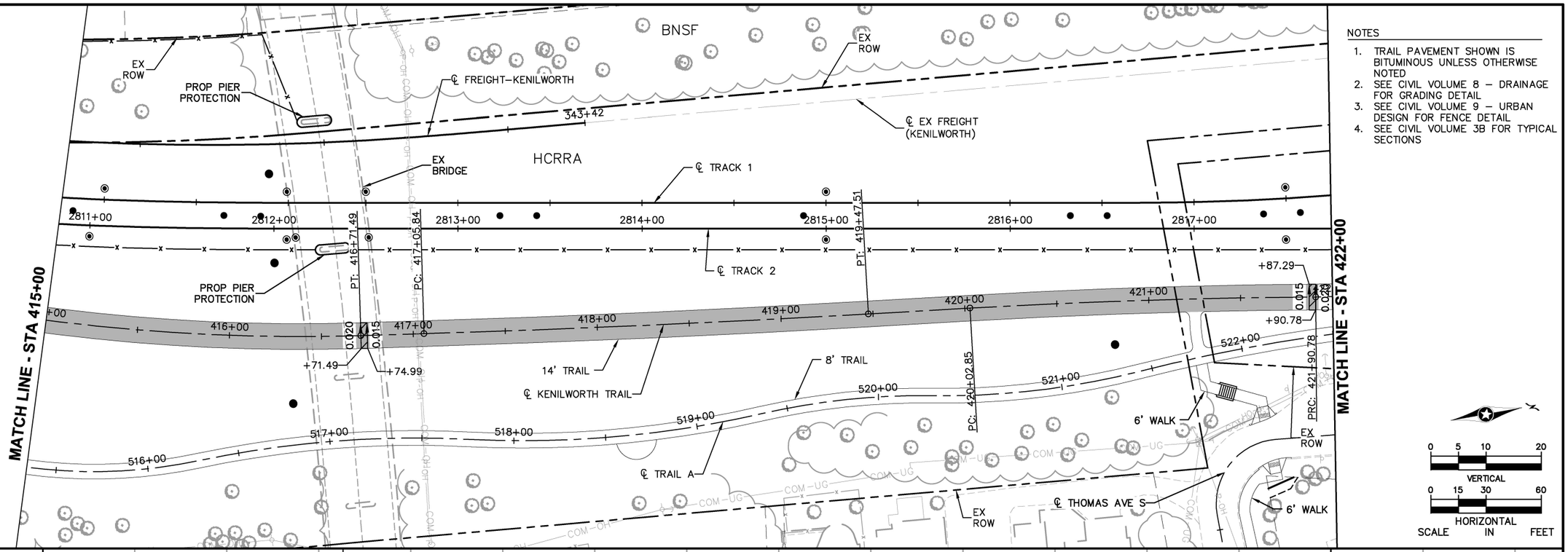
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SHEET NAME: E3-TRL-PRF - 010

SHEET 273 OF 416

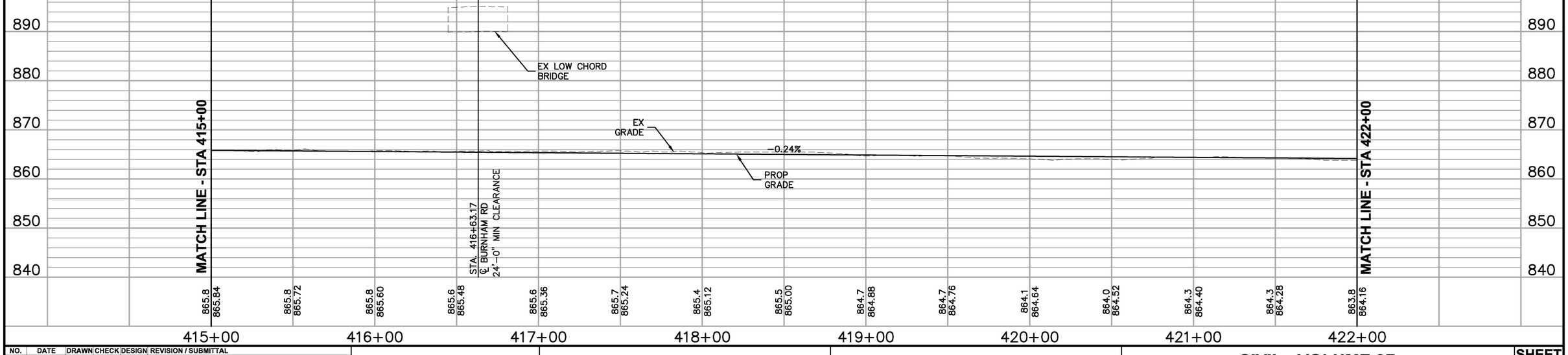
Dec, 16 2016 01:32 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelok

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 415+00 TO STA 422+00

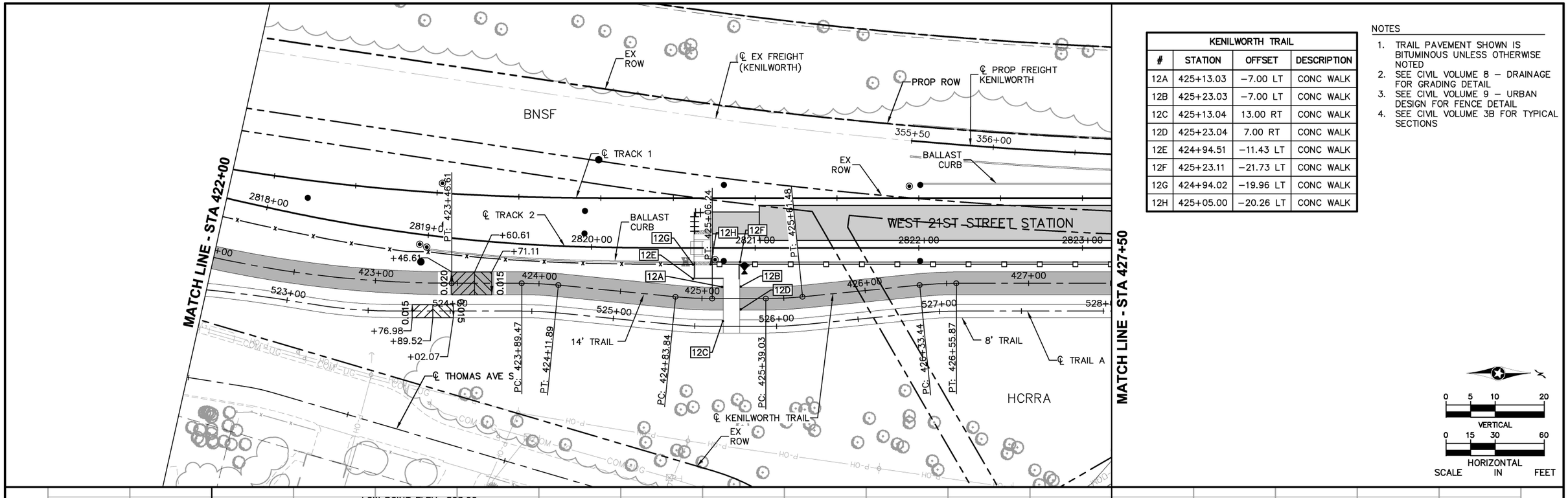
DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 011

SHEET 274 OF 416

Dec, 16 2016 01:34 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

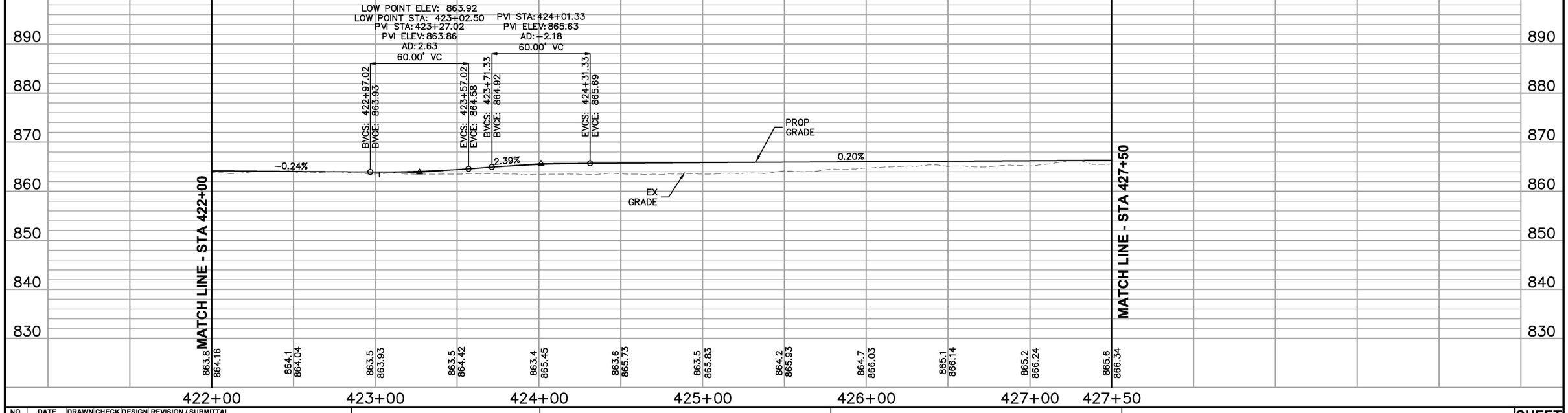


KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
12A	425+13.03	−7.00 LT	CONC WALK
12B	425+23.03	−7.00 LT	CONC WALK
12C	425+13.04	13.00 RT	CONC WALK
12D	425+23.04	7.00 RT	CONC WALK
12E	424+94.51	−11.43 LT	CONC WALK
12F	425+23.11	−21.73 LT	CONC WALK
12G	424+94.02	−19.96 LT	CONC WALK
12H	425+05.00	−20.26 LT	CONC WALK

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 422+00 TO STA 427+50

DISCIPLINE: CIVIL
SHEET NAME: E3-TRL-PRF - 012

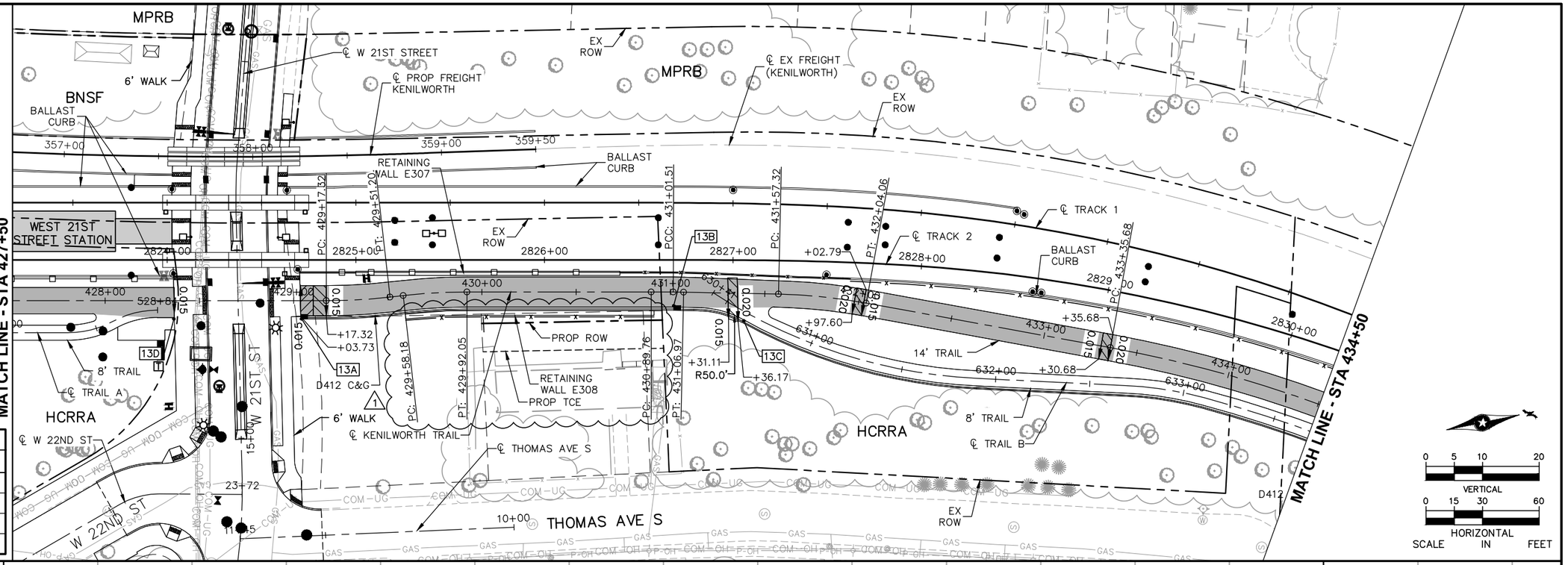
SHEET 275 OF 416

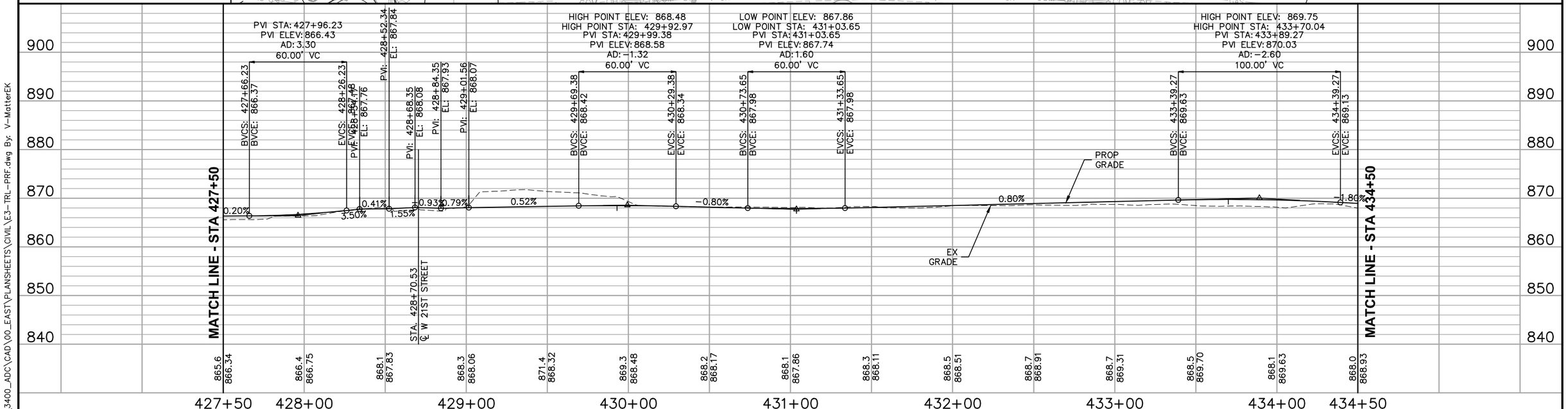
Dec, 16 2016 01:36 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
13A	429+03.72	9.00 RT	BEGIN CURB
13B	431+01.51	8.00 RT	RAD PT
13C	431+38.82	13.87 RT	RAD PT
13D	428+36.73	9.00 RT	CONC





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
1	03/24/2017	EKM	TLF	TLF	UPDATED RETAINING WALL AND ROW / TCE LIMITS
0	01/12/2017	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 427+50 TO STA 434+50

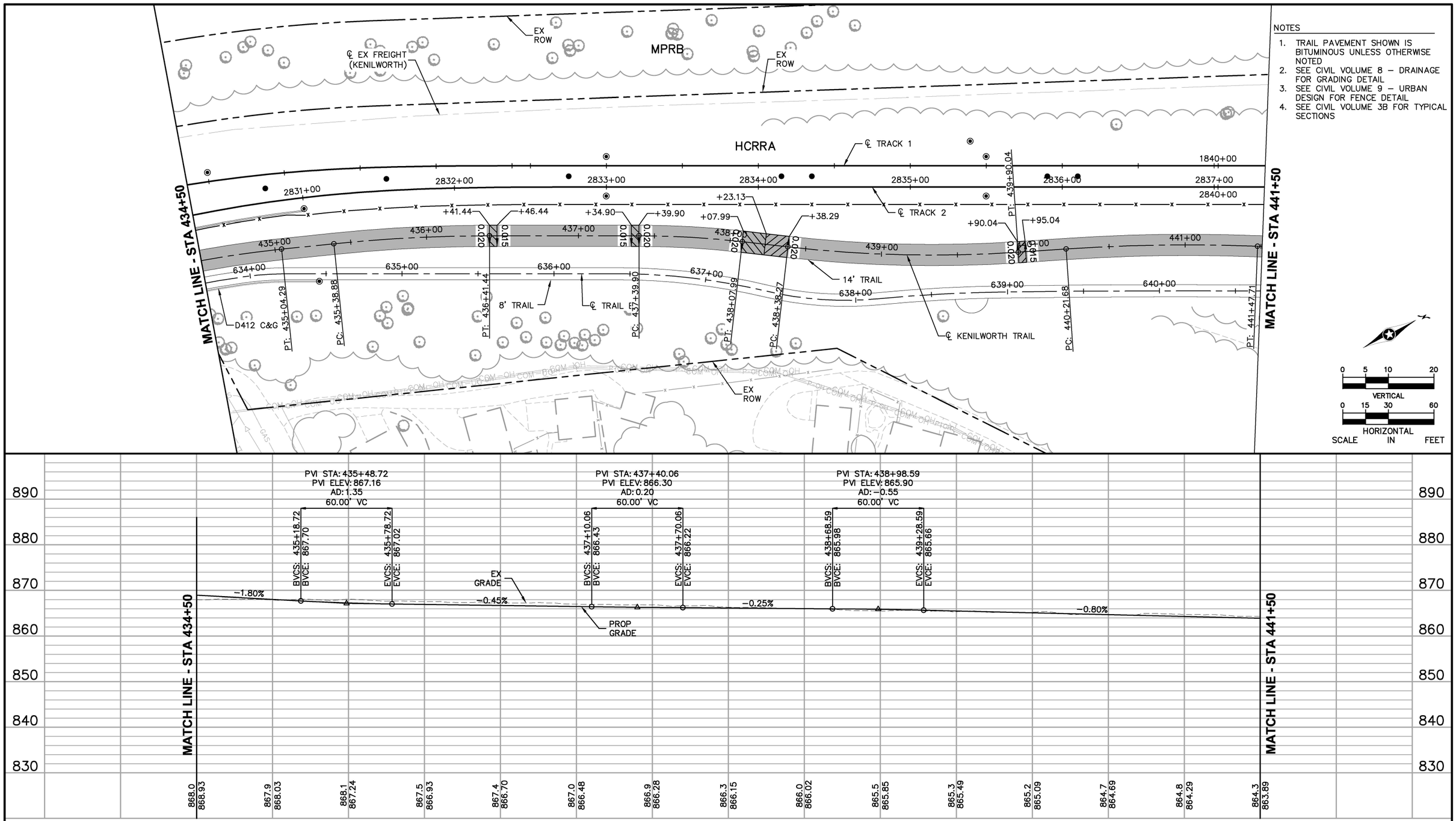
DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 013

SHEET 275 OF 411

Mar, 23 2017 05:22 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: V-MotterEK

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 434+50 TO STA 441+50

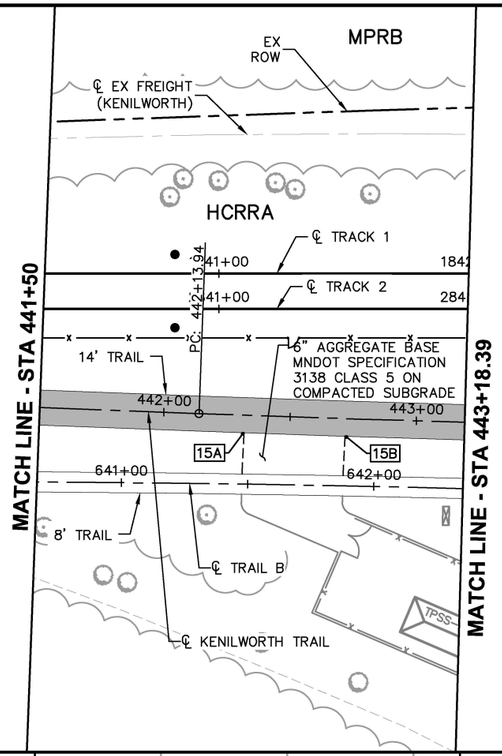
DISCIPLINE: CIVIL

SHEET NAME: E3-TRL-PRF - 014

SHEET 277 OF 416

Dec. 16 2016 01:39 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL



KENILWORTH TRAIL			
#	STATION	OFFSET	DESCRIPTION
15A	442+32.01	6.83 RT	AGG BASE
15B	442+71.99	6.87 RT	AGG BASE

NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 441+50 TO STA 443+18.39

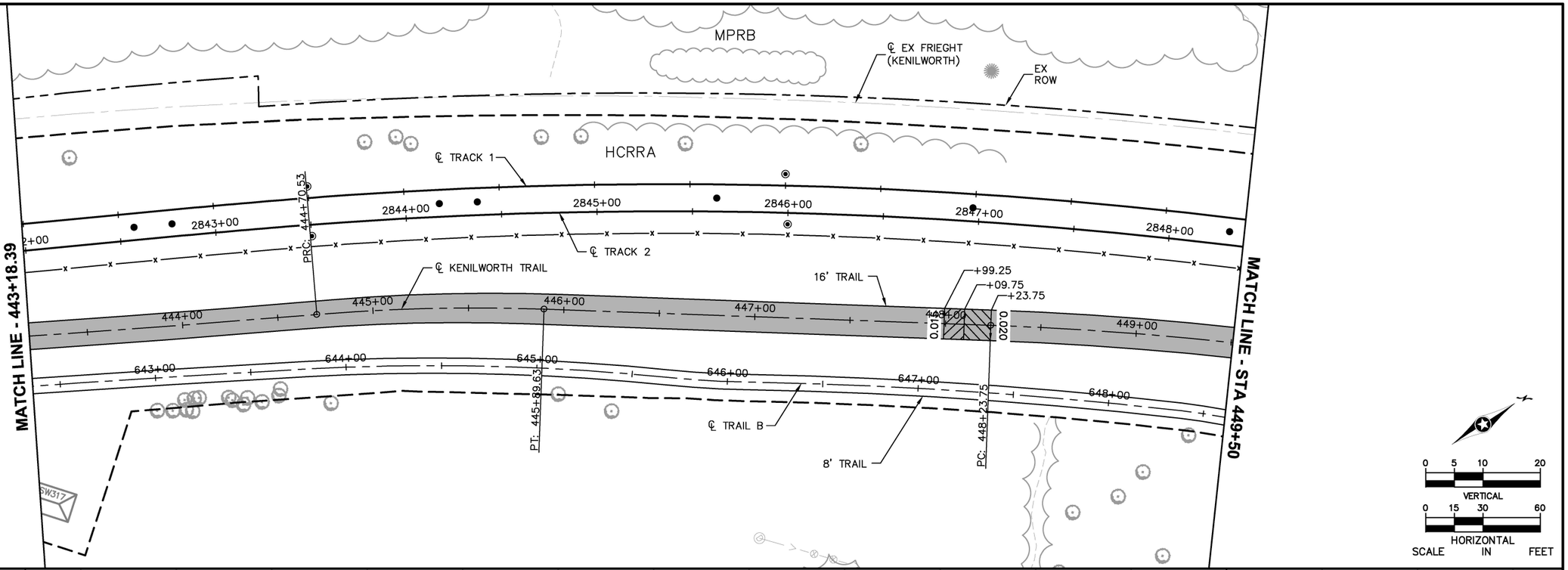
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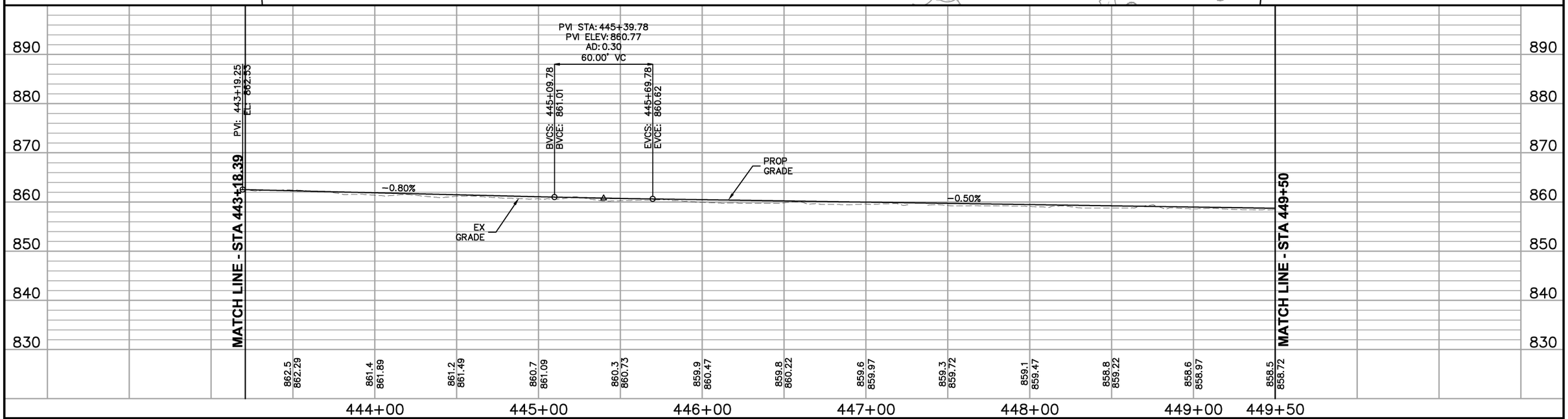
SHEET NAME: E3-TRL-PRF - 015

SHEET 278 OF 416

Dec, 16 2016 01:40 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E3-TRL-PRF.dwg By: v-carreldk

EXHIBIT 2 - DEPICTION OF BIKE TRAIL





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 443+18.39 TO STA 449+50

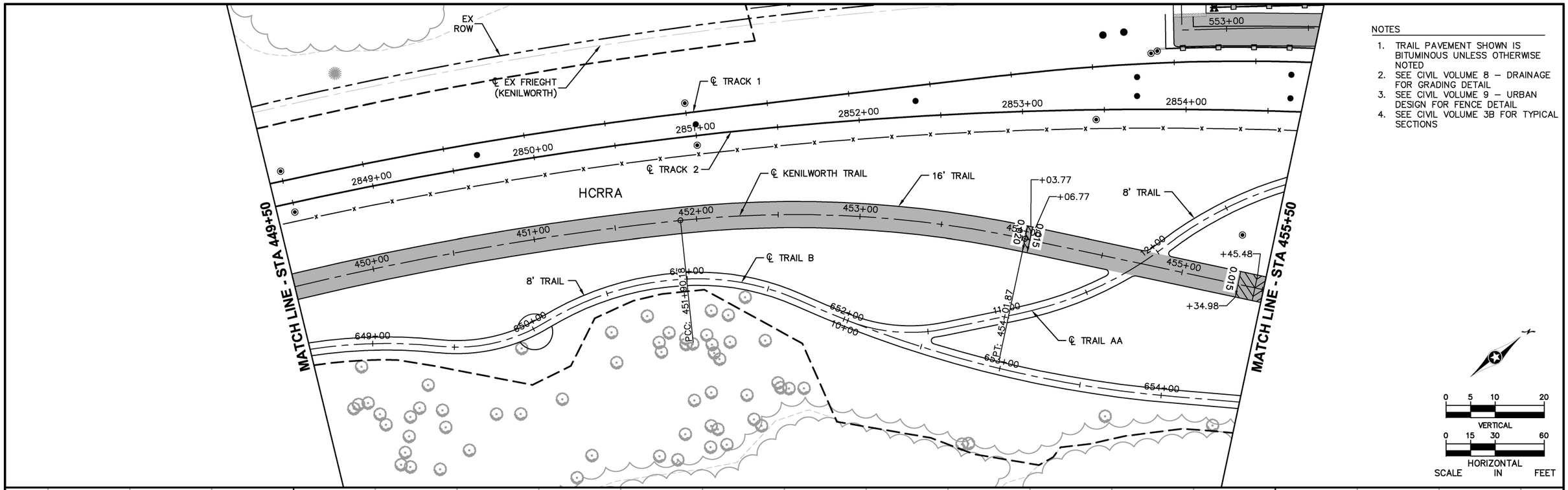
SHEET 279 OF 416

DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 001

Dec, 16 2016 01:41 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: v-carrelok

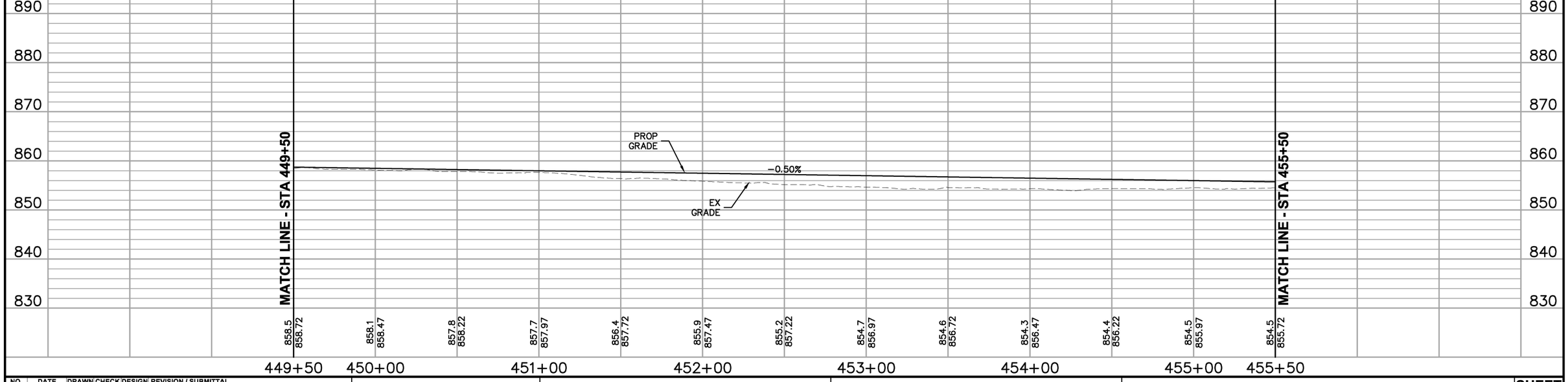
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL
PLAN AND PROFILE
STA 449+50 TO STA 455+50

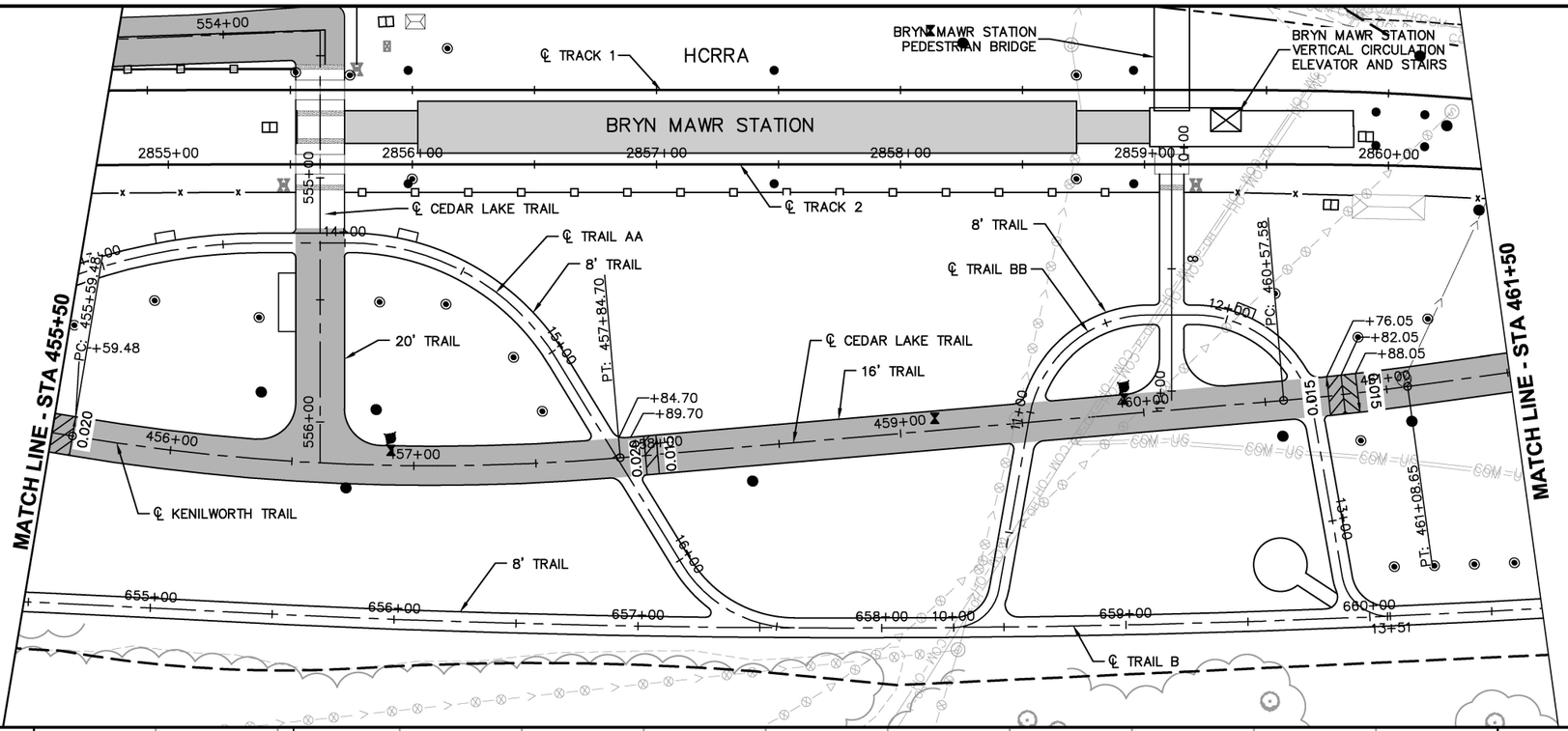
DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 002

SHEET 280 OF 416

Dec, 16 2016 01:42 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: v-carrelak

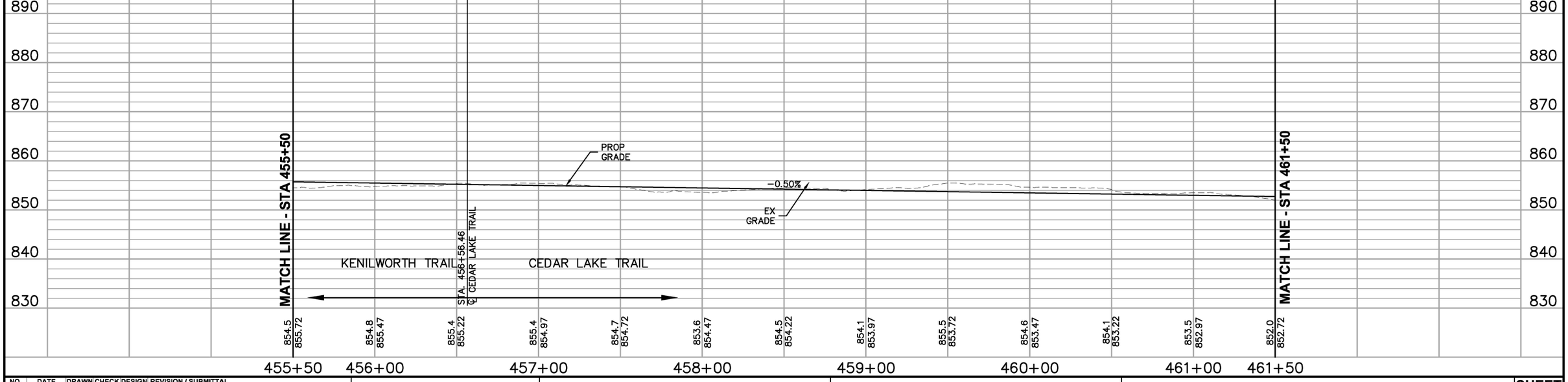
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
KENILWORTH TRAIL/CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 455+50 TO STA 461+50

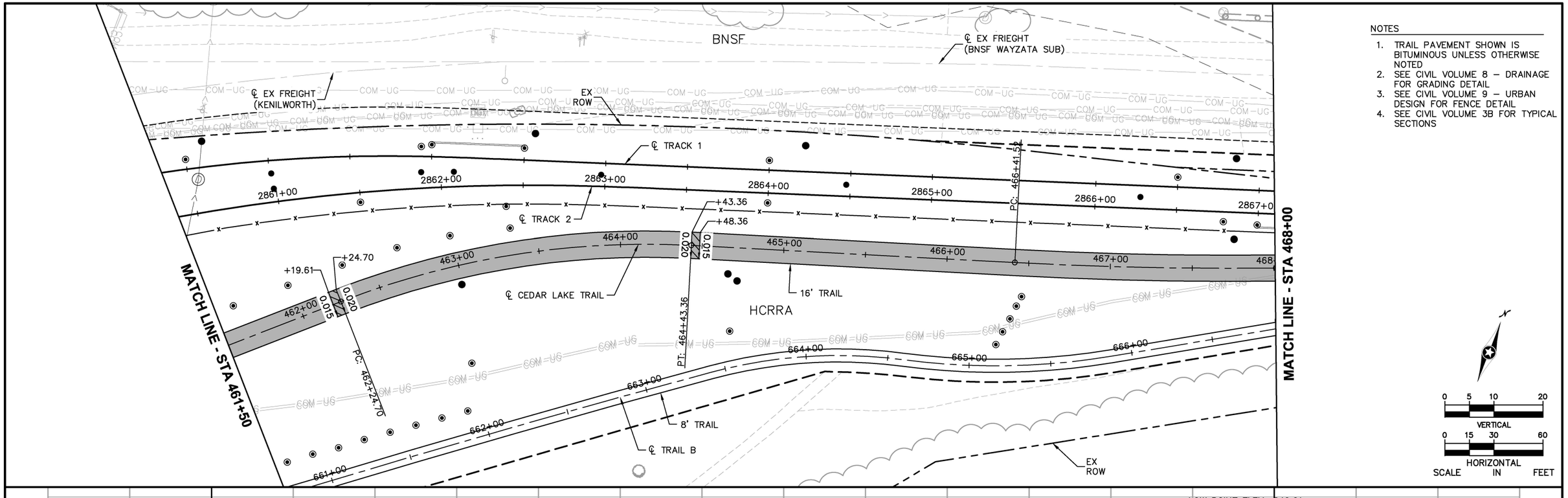
DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 003

SHEET 281 OF 416

Dec, 16 2016 01:43 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: v-carrelak

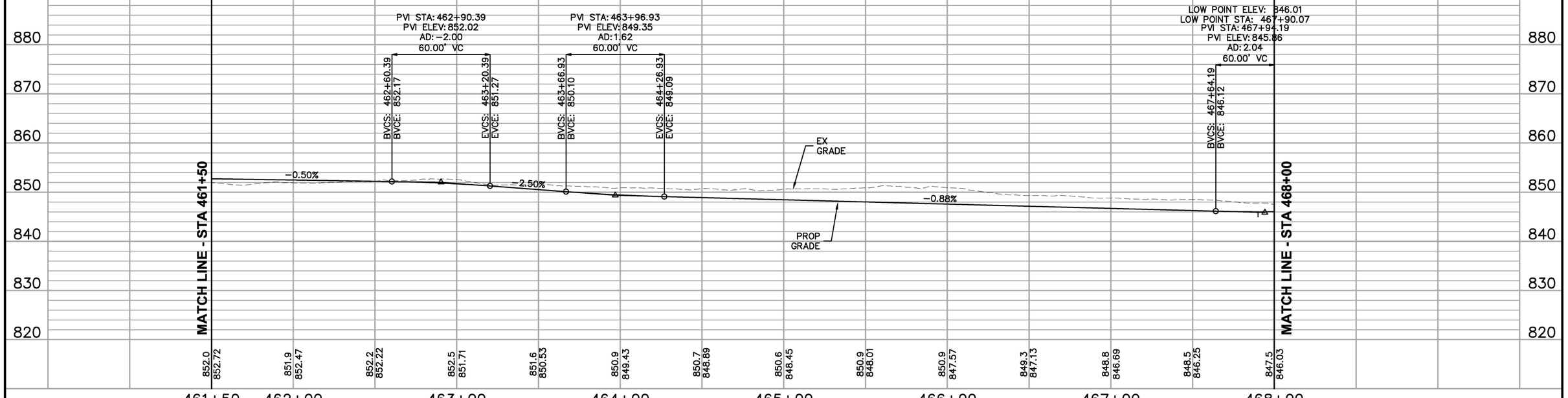
EXHIBIT 2 - DEPICTION OF BIKE TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 461+50 TO STA 468+00

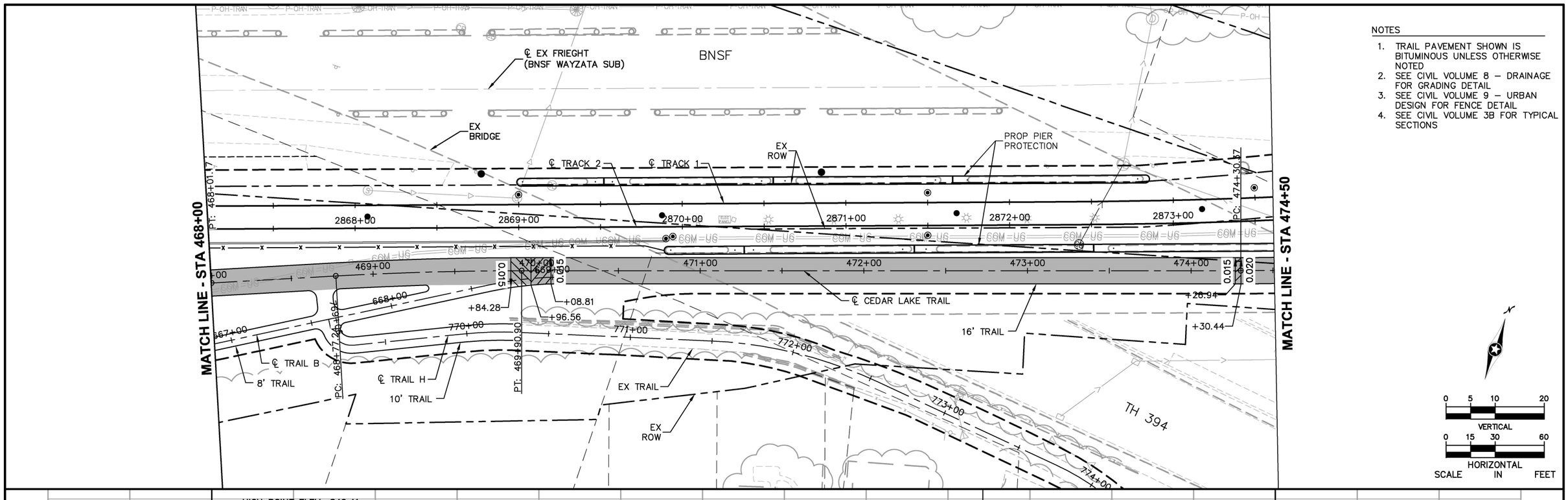
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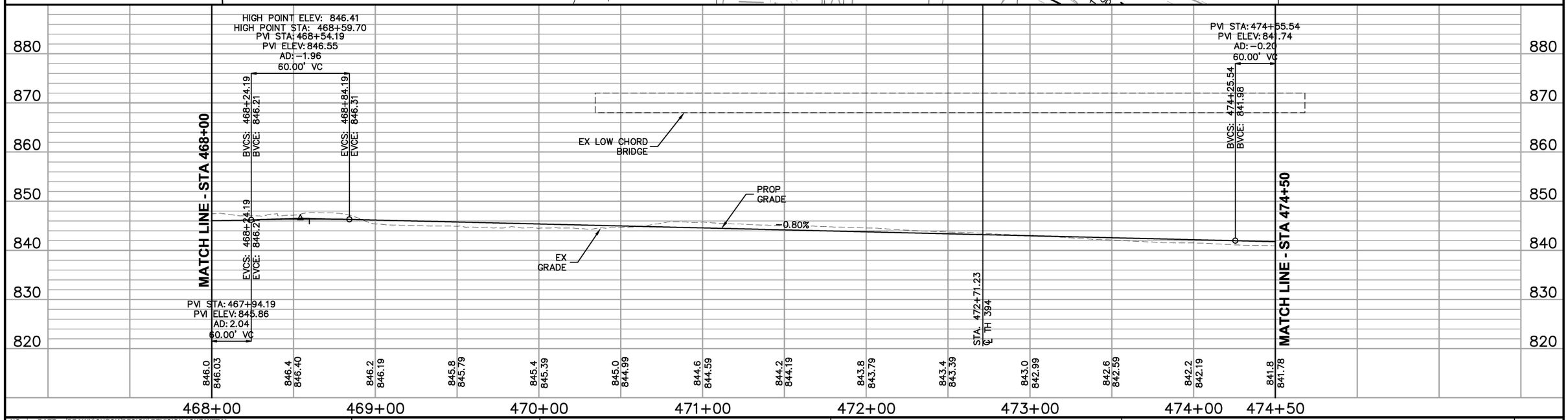
SHEET NAME: E4-TRL-PRF - 004

SHEET 282 OF 416

Dec, 16 2016 01:45 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: v-carrelak

EXHIBIT 2 - DEPICTION OF BIKE TRAIL





NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 468+00 TO STA 474+50

SHEET 283 OF 416

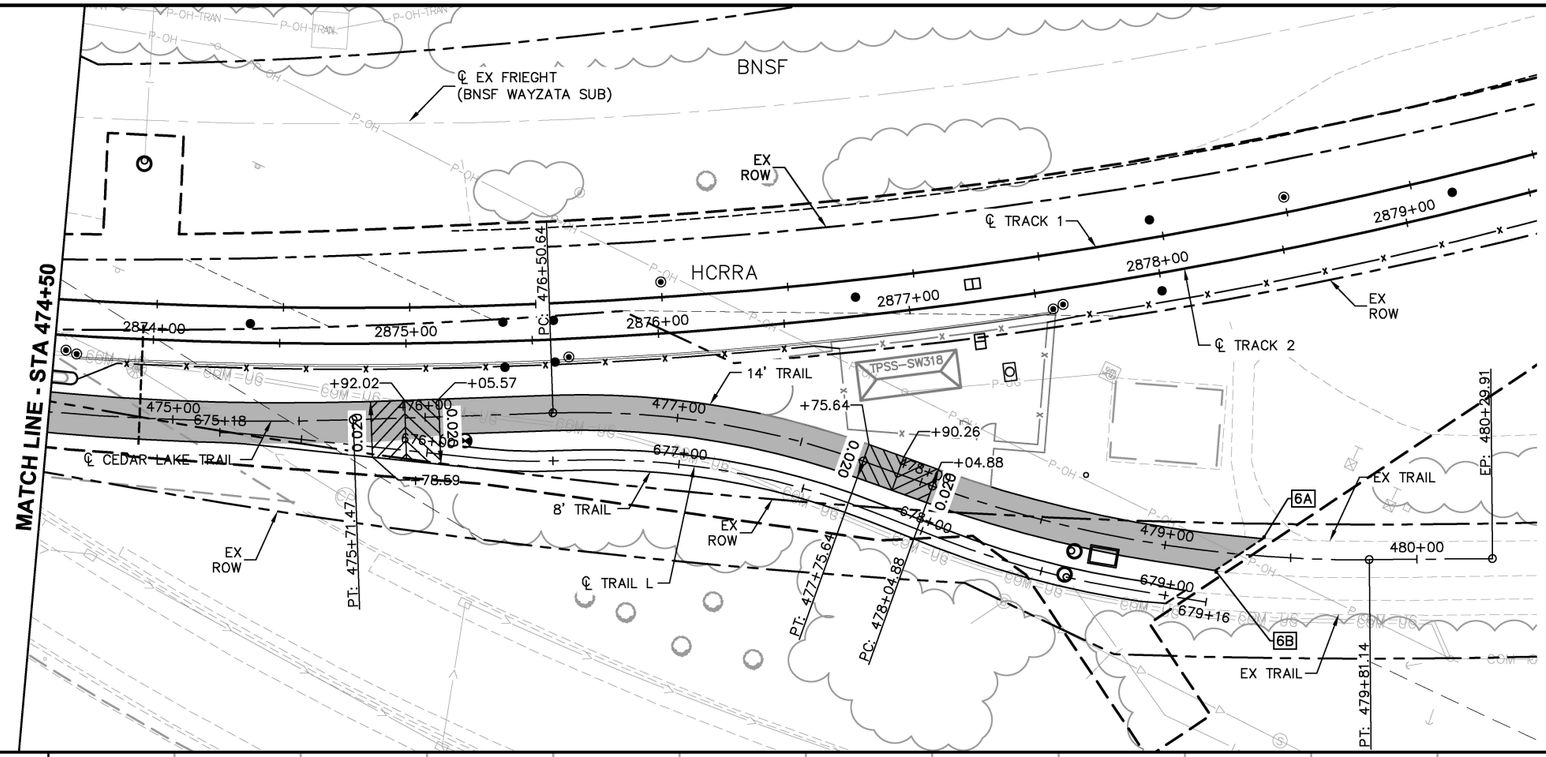
DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 005

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EXHIBIT 2 - DEPICTION OF BIKE TRAIL

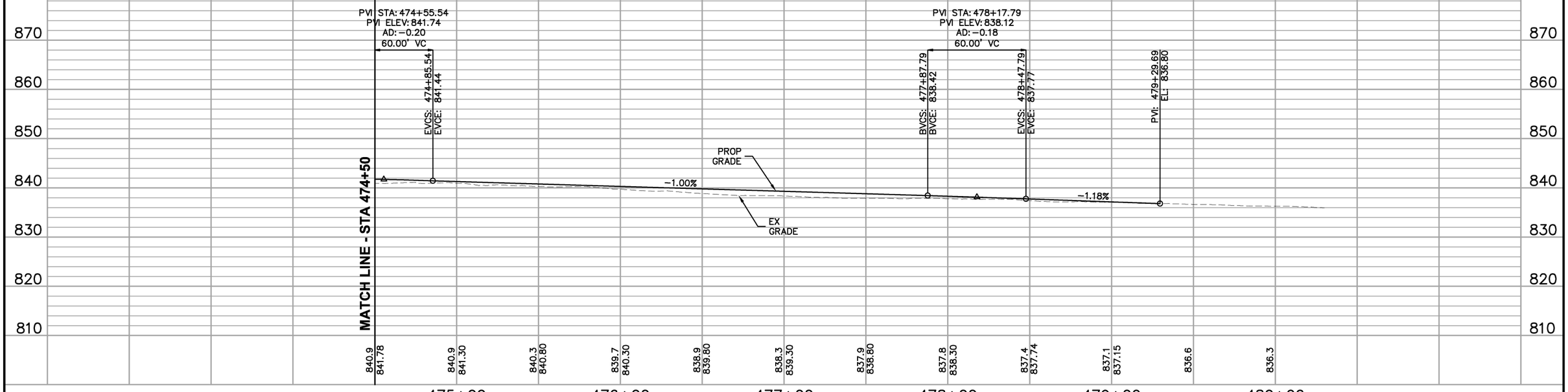
CEDAR LAKE TRAIL			
#	STATION	OFFSET	DESCRIPTION
6A	479+38.44	−6.92 LT	MATCH EX TRAIL
6B	479+20.80	7.40 RT	MATCH EX TRAIL



NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/22/2016	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

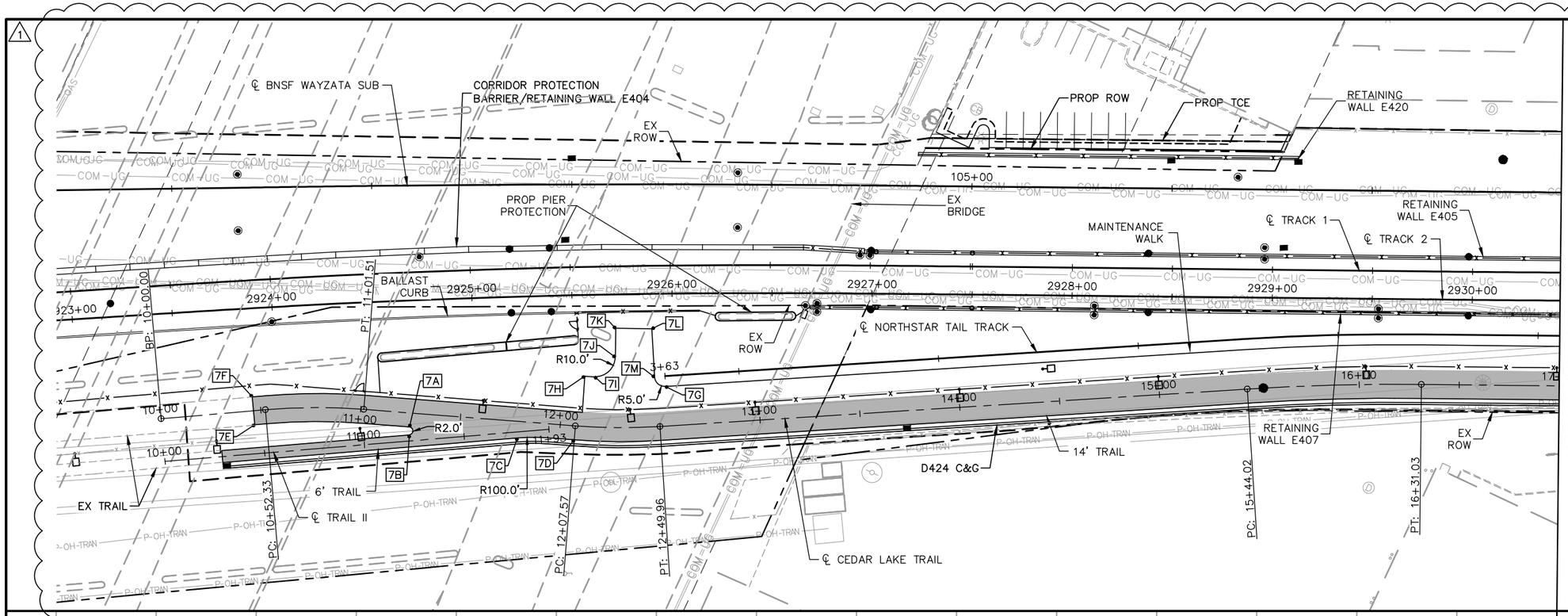
SOUTHWEST Green Line LRT Extension

CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 474+50 TO STA 480+30

DISCIPLINE: CIVIL
SHEET NAME: E4-TRL-PRF - 006

SHEET 284 OF 416

Dec, 16 2016 01:48 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: v-carrelak

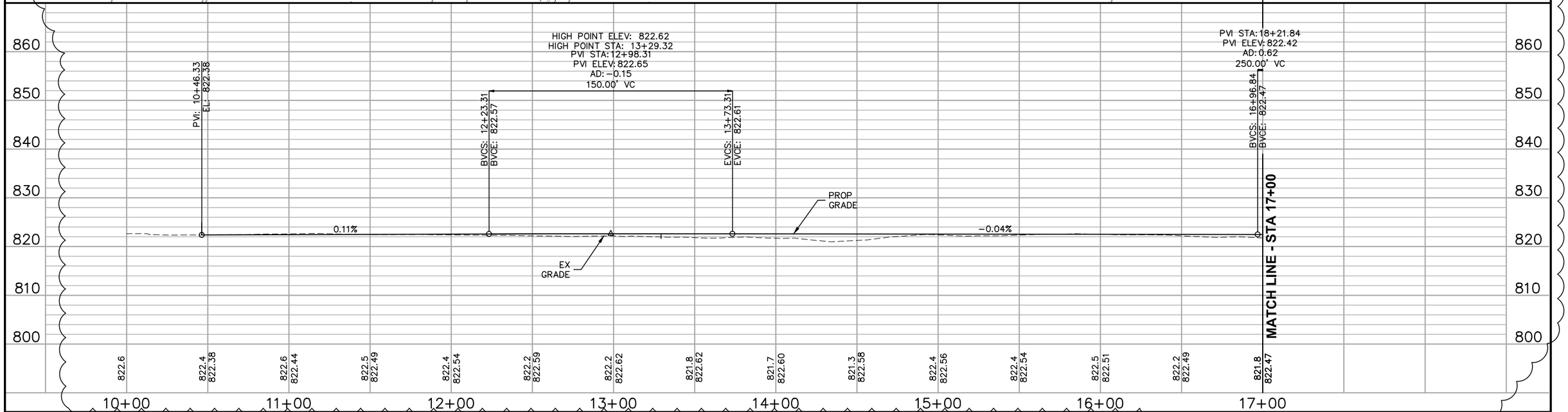


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

CEDAR LAKE TRAIL			
#	STATION	OFFSET	DESCRIPTION
7A	11+24.95	7.00 RT	RAD PT
7B	11+25.27	10.97 RT	RAD PT
7C	11+79.19	8.29 RT	RAD PT
7D	12+07.57	7.00 RT	RAD PT
7E	10+46.33	7.00 RT	MATCH EX TRAIL
7F	10+46.33	−7.00 LT	MATCH EX TRAIL
7G	12+53.82	−19.75 LT	RAD PT
7H	12+10.59	−25.00 LT	BEGIN MAINT. WALK
7I	12+15.87	−25.00 LT	RAD PT
7J	12+27.19	−35.19 LT	RAD PT
7K	12+27.19	−49.60 LT	PI
7L	12+48.72	−48.96 LT	PI
7M	12+48.72	−24.77 LT	RAD PT

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
1	10/30/2017	EKM	TLF	EKM	ADDED TAIL TRACK / UPDATED TRAIL DESIGN
0	01/12/2017	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

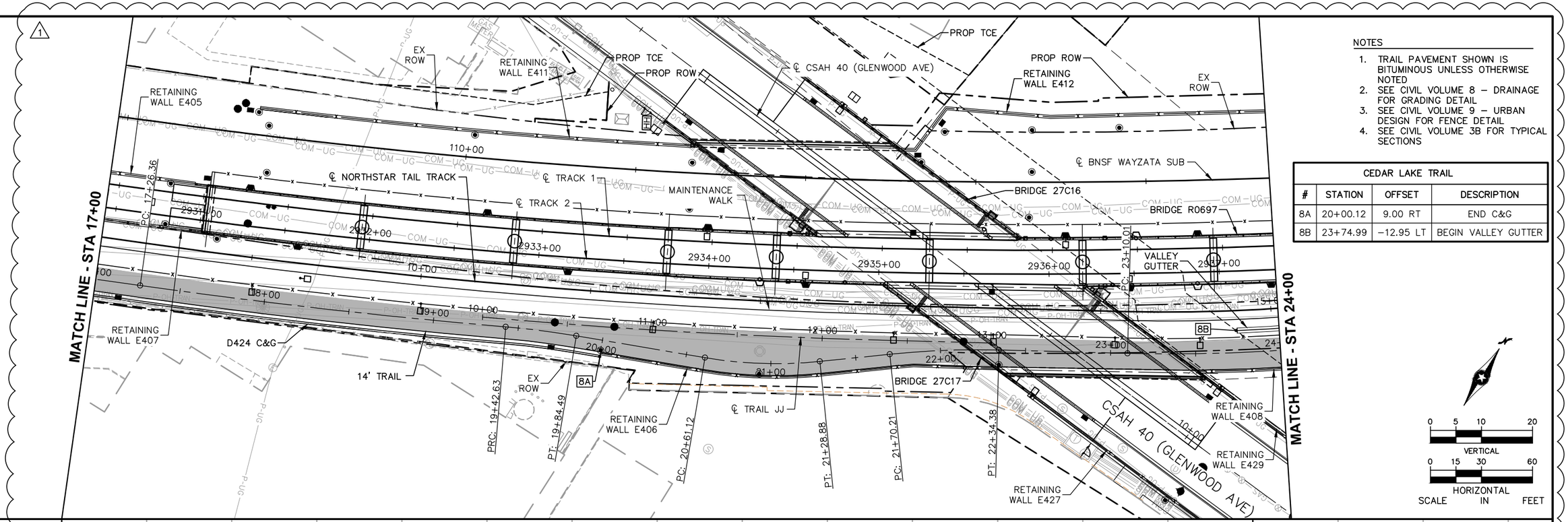
CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 10+00 TO STA 17+00

DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 007

SHEET 284 OF 411

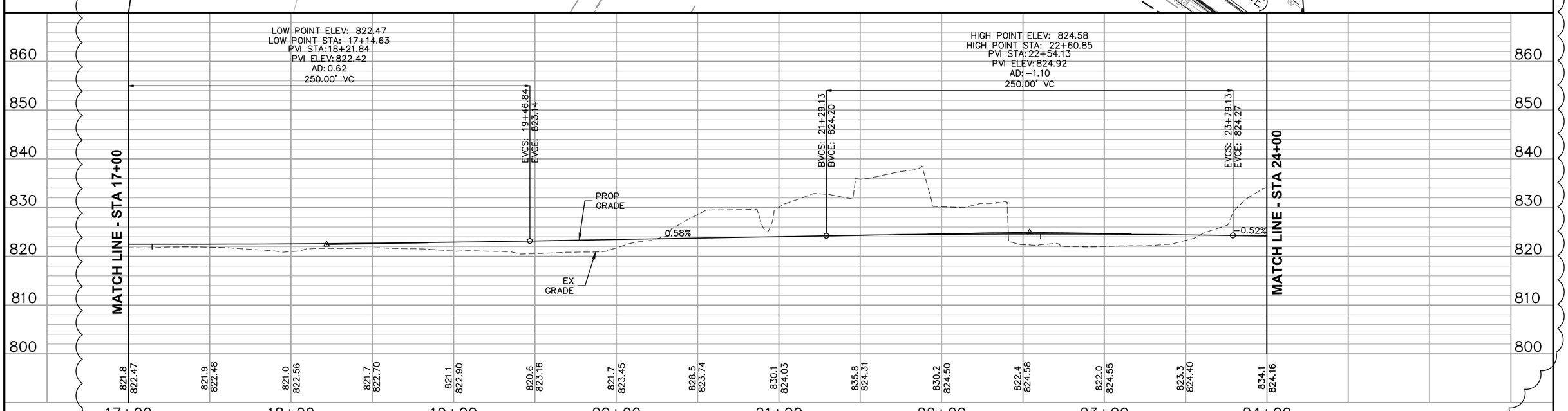
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NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

CEDAR LAKE TRAIL			
#	STATION	OFFSET	DESCRIPTION
8A	20+00.12	9.00 RT	END C&G
8B	23+74.99	–12.95 LT	BEGIN VALLEY GUTTER



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
1	10/30/2017	EKM	TLF	EKM	ADDED TAIL TRACK / UPDATED TRAIL DESIGN
0	01/12/2017	EKM	TLF	AKC	ISSUED FOR BID

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

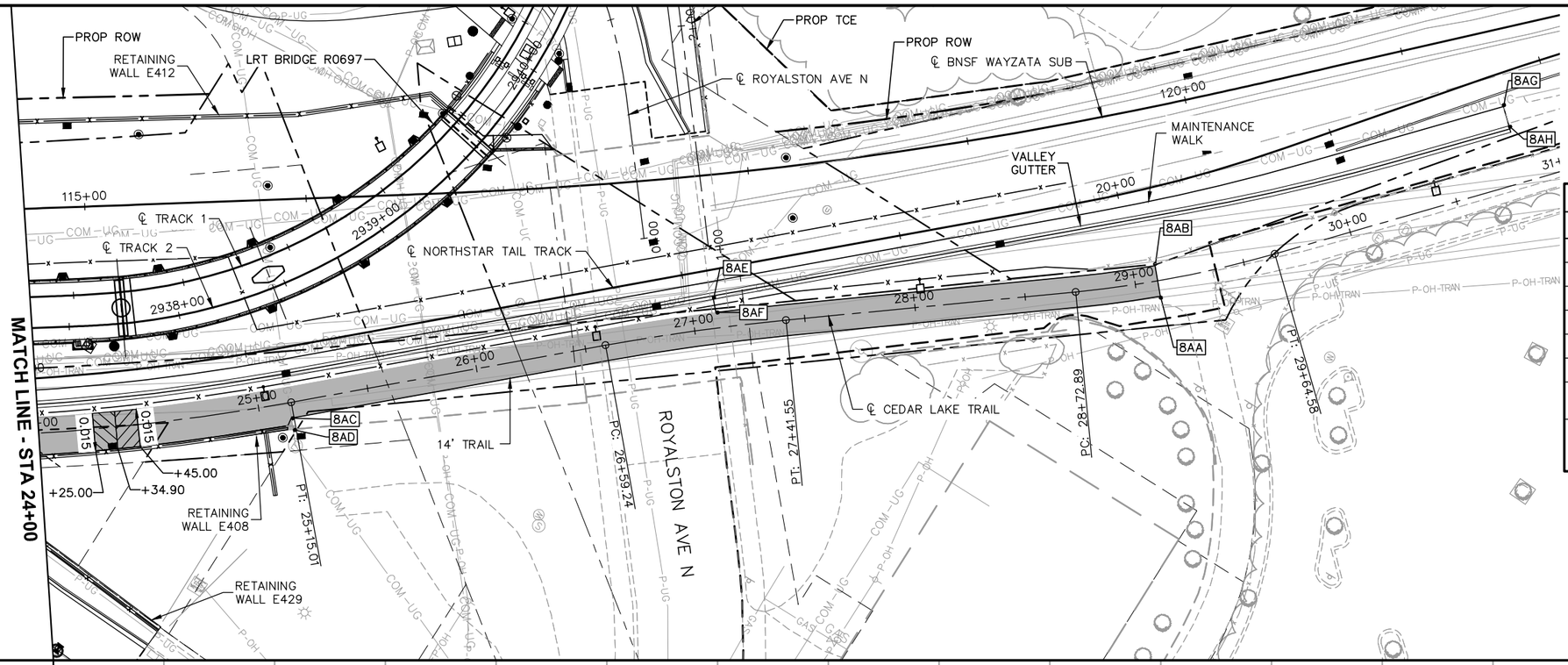
CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 17+00 TO STA 24+00

DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 008

SHEET 285 OF 411

Dec, 05 2017 11:41 am V:\3400_ADC\CAD\00_EAST\PLANSHEETS\CIVIL\E4-TRL-PRF.dwg By: V-MatterEK

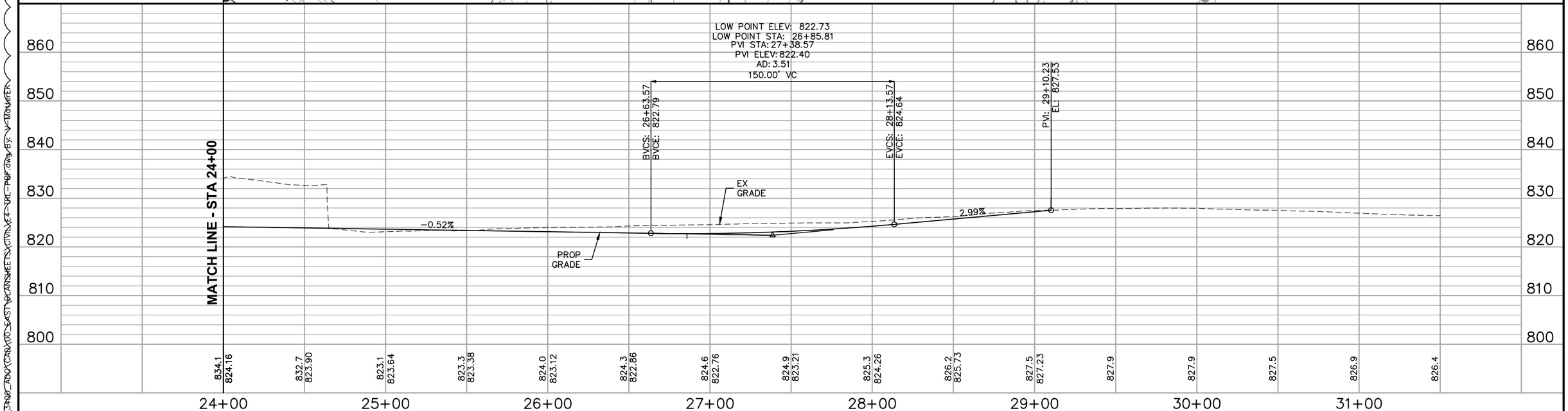


NOTES

1. TRAIL PAVEMENT SHOWN IS BITUMINOUS UNLESS OTHERWISE NOTED
2. SEE CIVIL VOLUME 8 – DRAINAGE FOR GRADING DETAIL
3. SEE CIVIL VOLUME 9 – URBAN DESIGN FOR FENCE DETAIL
4. SEE CIVIL VOLUME 3B FOR TYPICAL SECTIONS

CEDAR LAKE TRAIL			
#	STATION	OFFSET	DESCRIPTION
8AA	29+10.23	7.00 RT	MATCH EX TRAIL
8AB	29+10.23	−7.00 LT	MATCH EX TRAIL
8AC	25+13.75	7.00 RT	PI
8AD	25+13.73	12.33 RT	PI
8AE	27+10.18	−13.06 LT	PI
8AF	27+10.49	−7.00 LT	PI
8AG	30+82.13	−35.29 LT	MATCH EX MAINT. WALK
8AH	30+82.10	−26.29 LT	MATCH EX MAINT. WALK/END VALLEY GUTTER

0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET



NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	10/30/2017	EKM	TLF	EKM	UPDATED TRAIL DESIGN / ADDED SHEET

AECOM Kimley»Horn

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

EXHIBIT 2 - DEPICTION OF BIKE TRAIL

CIVIL - VOLUME 2B
CEDAR LAKE TRAIL
PLAN AND PROFILE
STA 24+00 TO STA 29+10.23

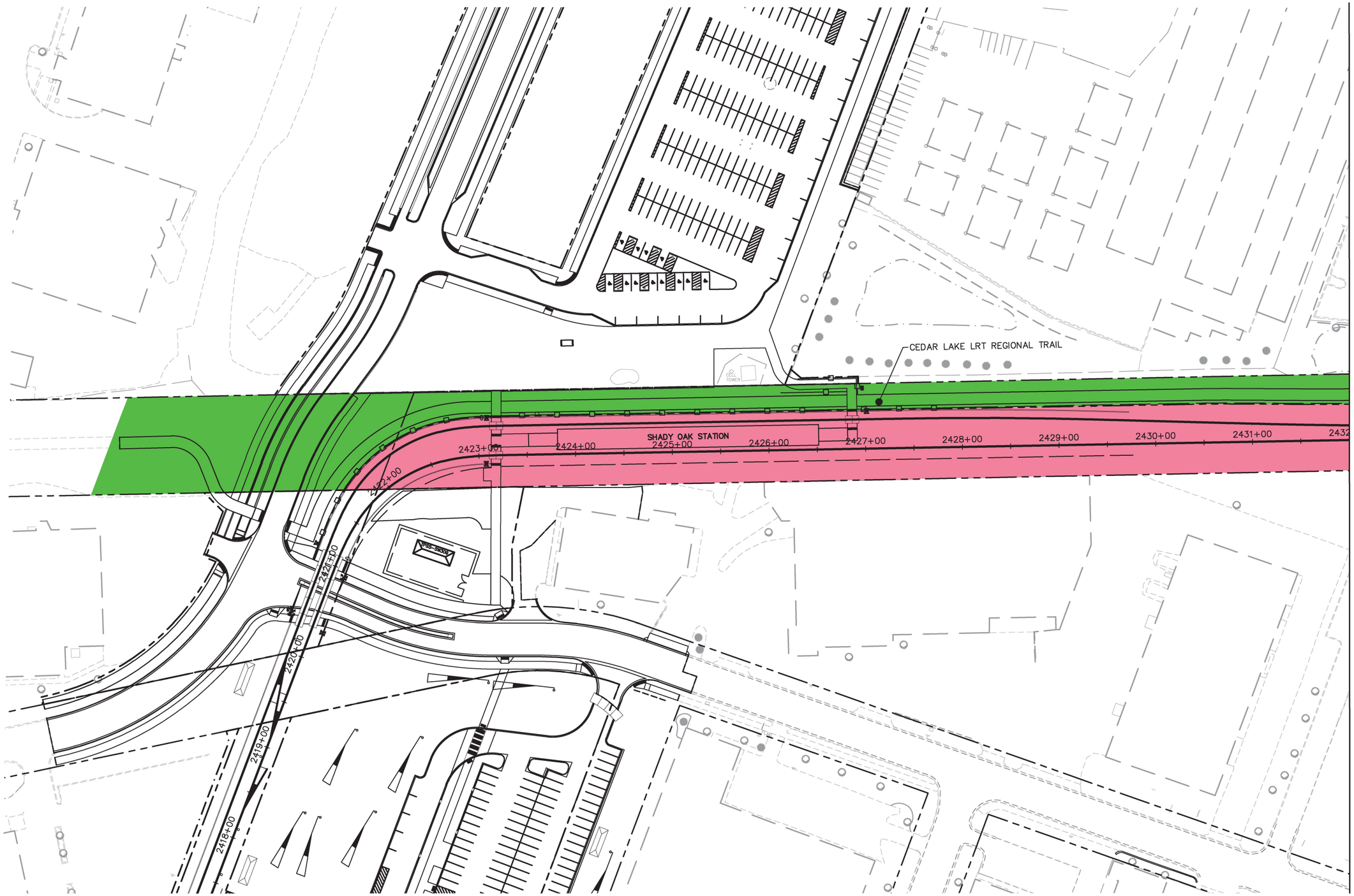
DISCIPLINE: CIVIL

SHEET NAME: E4-TRL-PRF - 008A

SHEET 285A OF 411

Dec. 05, 2017 - 11:45am V:\3400_ADC\CAD\00_EASTSIDE\SHEETS\CIVIL\E4-TRL-PRF.dwg By: V-Mahaffey

Exhibit 3: General Depiction of Subdivided Corridor



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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 01 OF 39

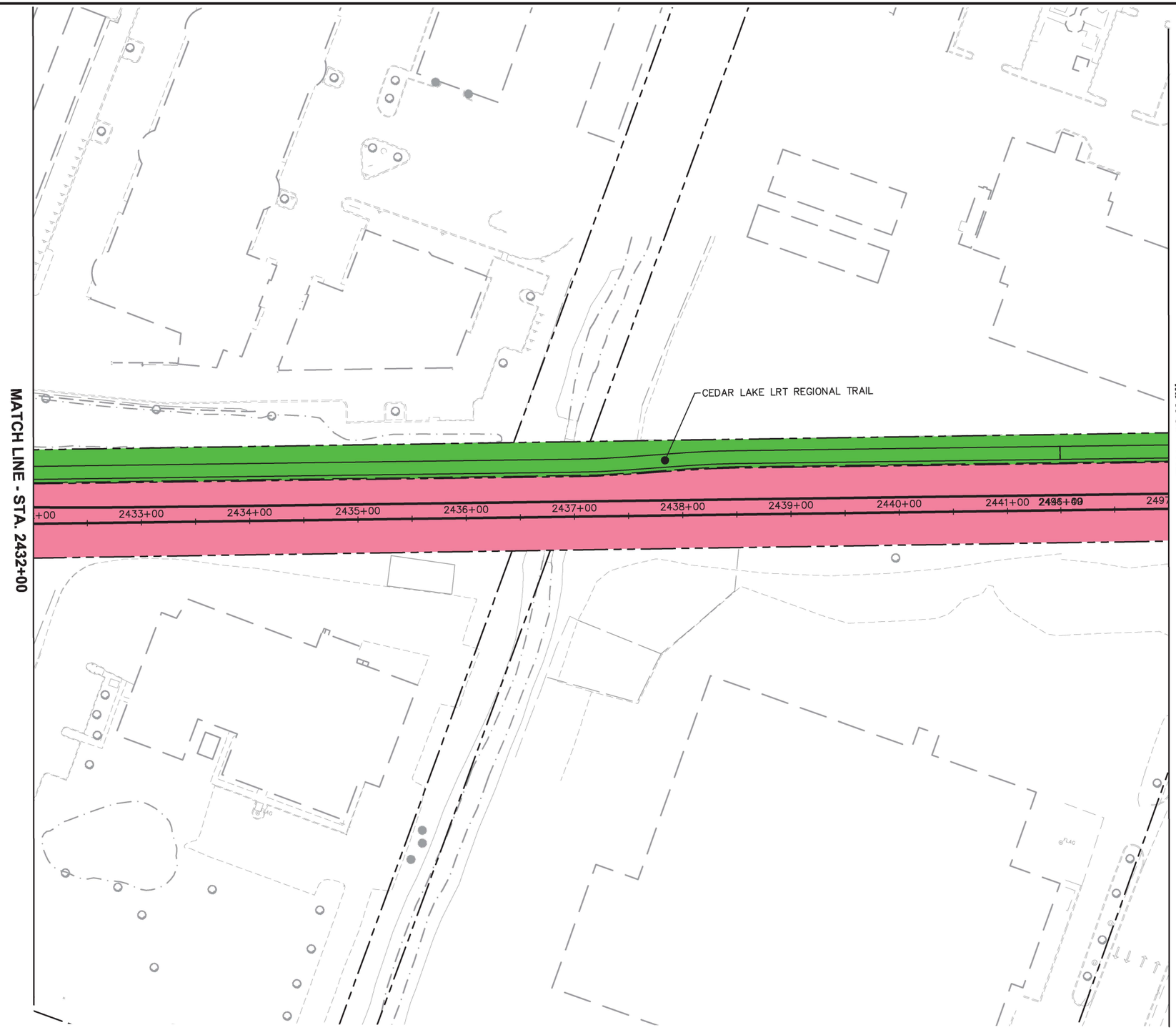
Rev 0
10/26/2016

NORTH
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SCALE

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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 02 OF 39

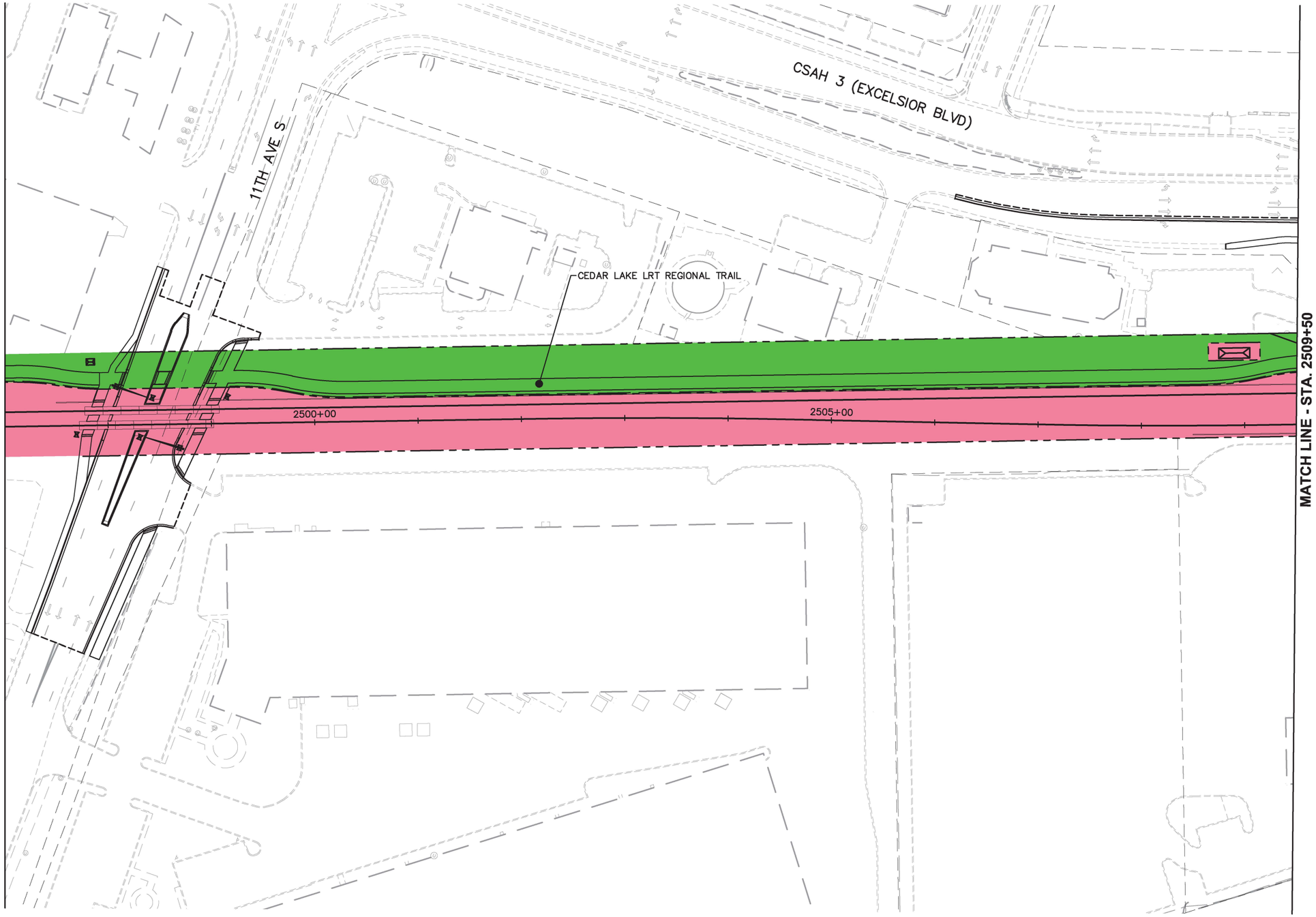
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NORTH
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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 03 OF 39

Rev 0
10/26/2016

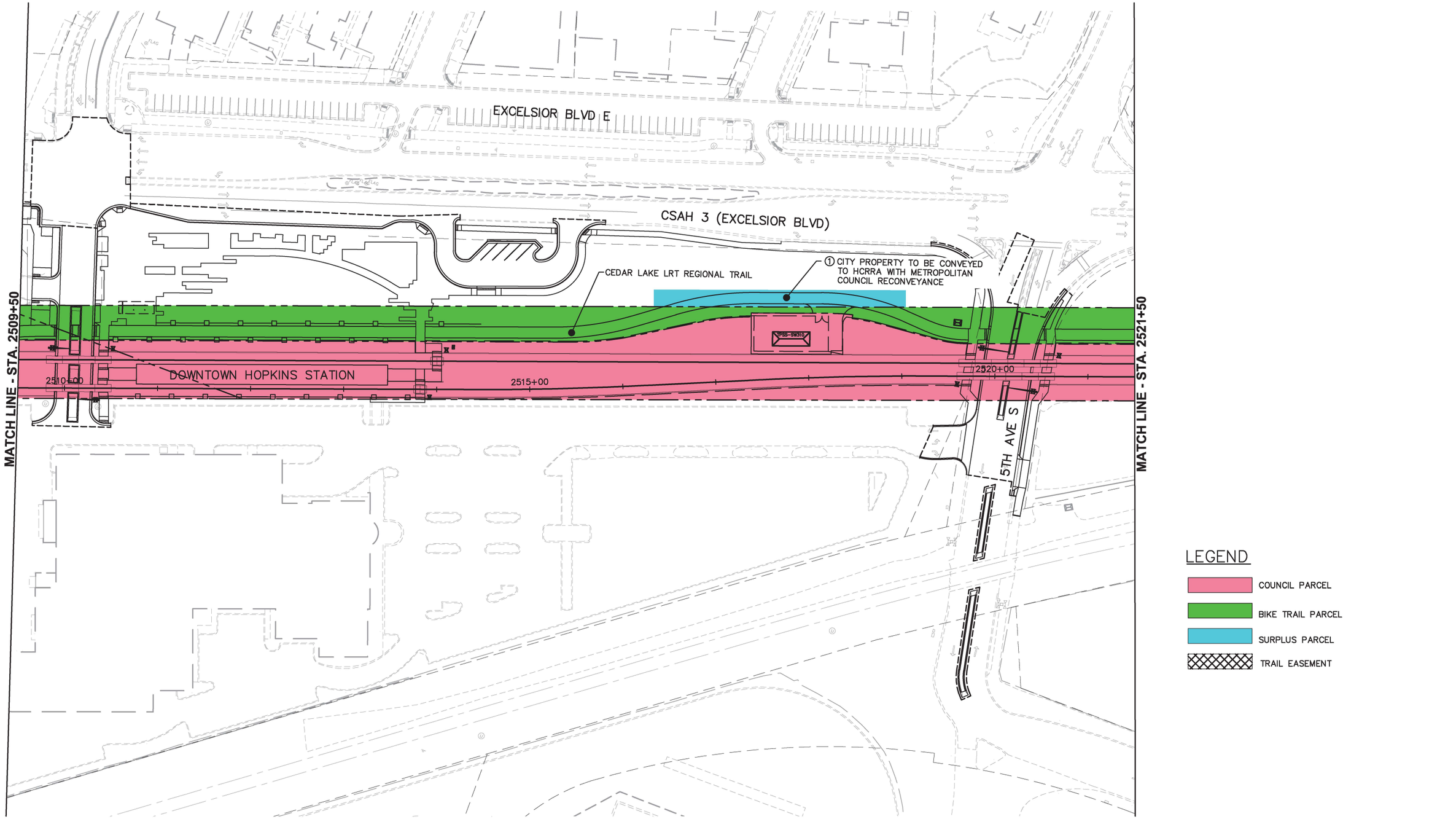
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SOUTHWEST Green Line LRT Extension

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 04 OF 39

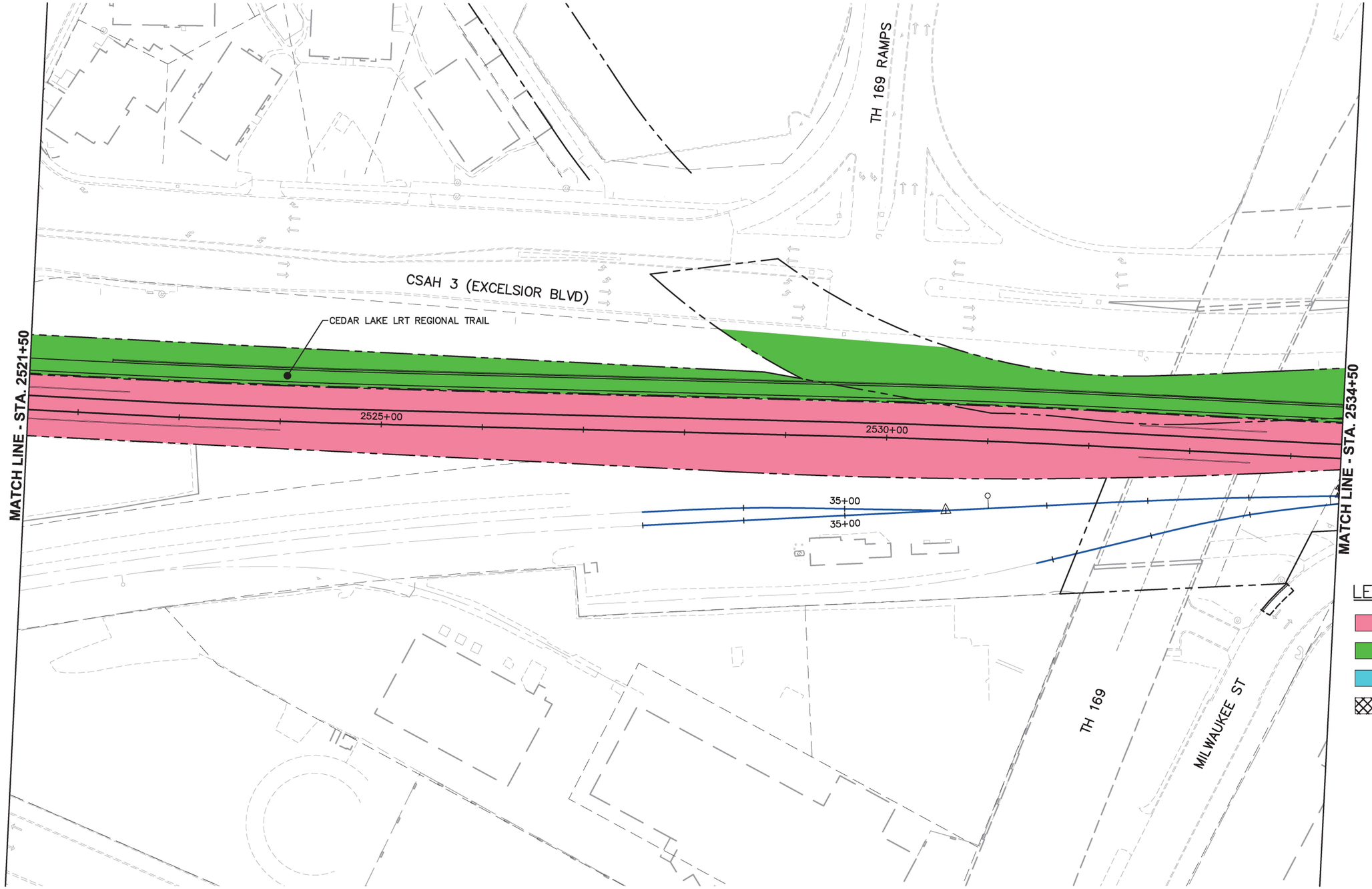
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
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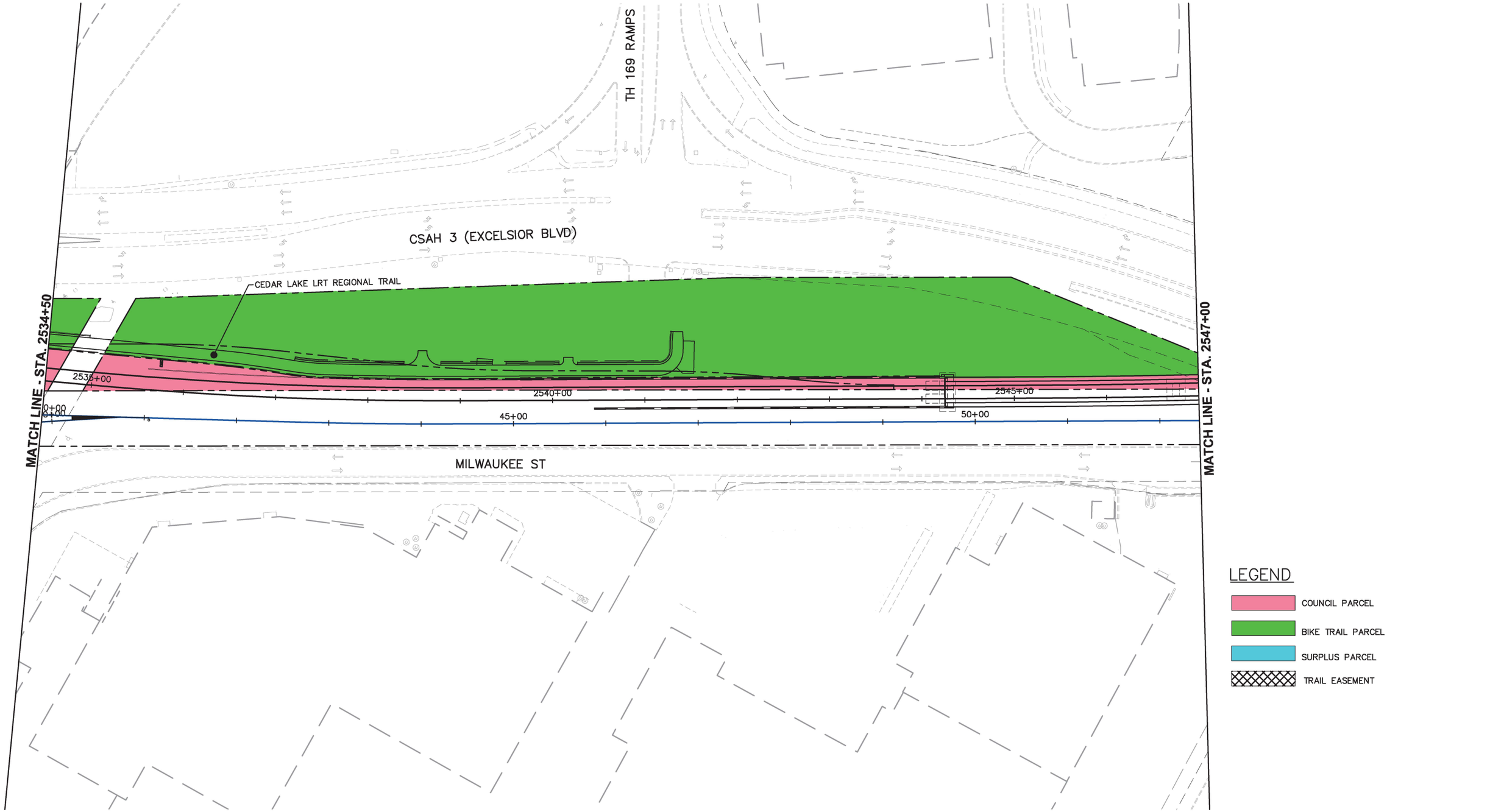
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SOUTHWEST LIGHT RAIL

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EXHIBIT 03
SHEET 06 OF 39

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10/26/2016

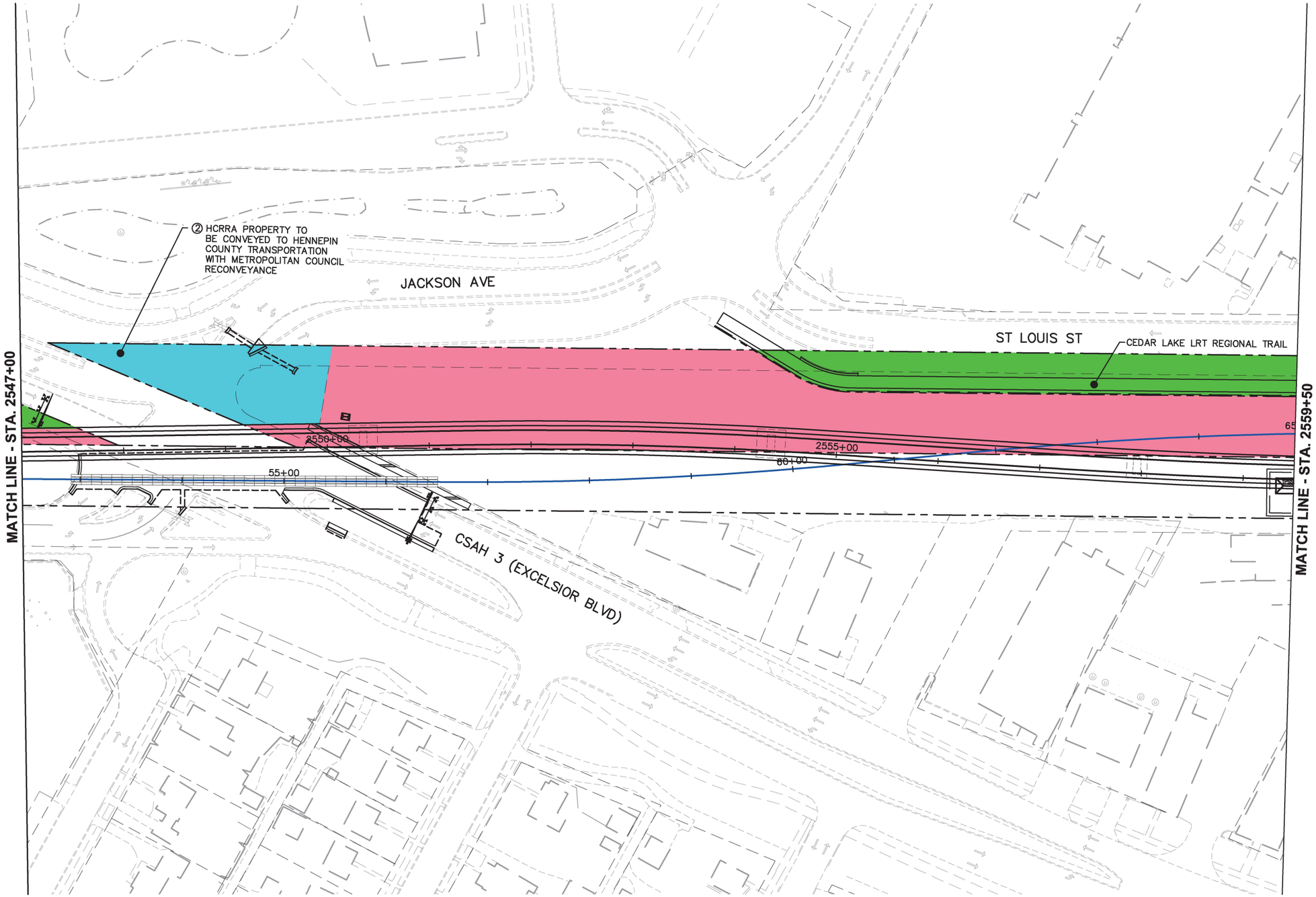
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SOUTHWEST Green Line LRT Extension

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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 07 OF 39

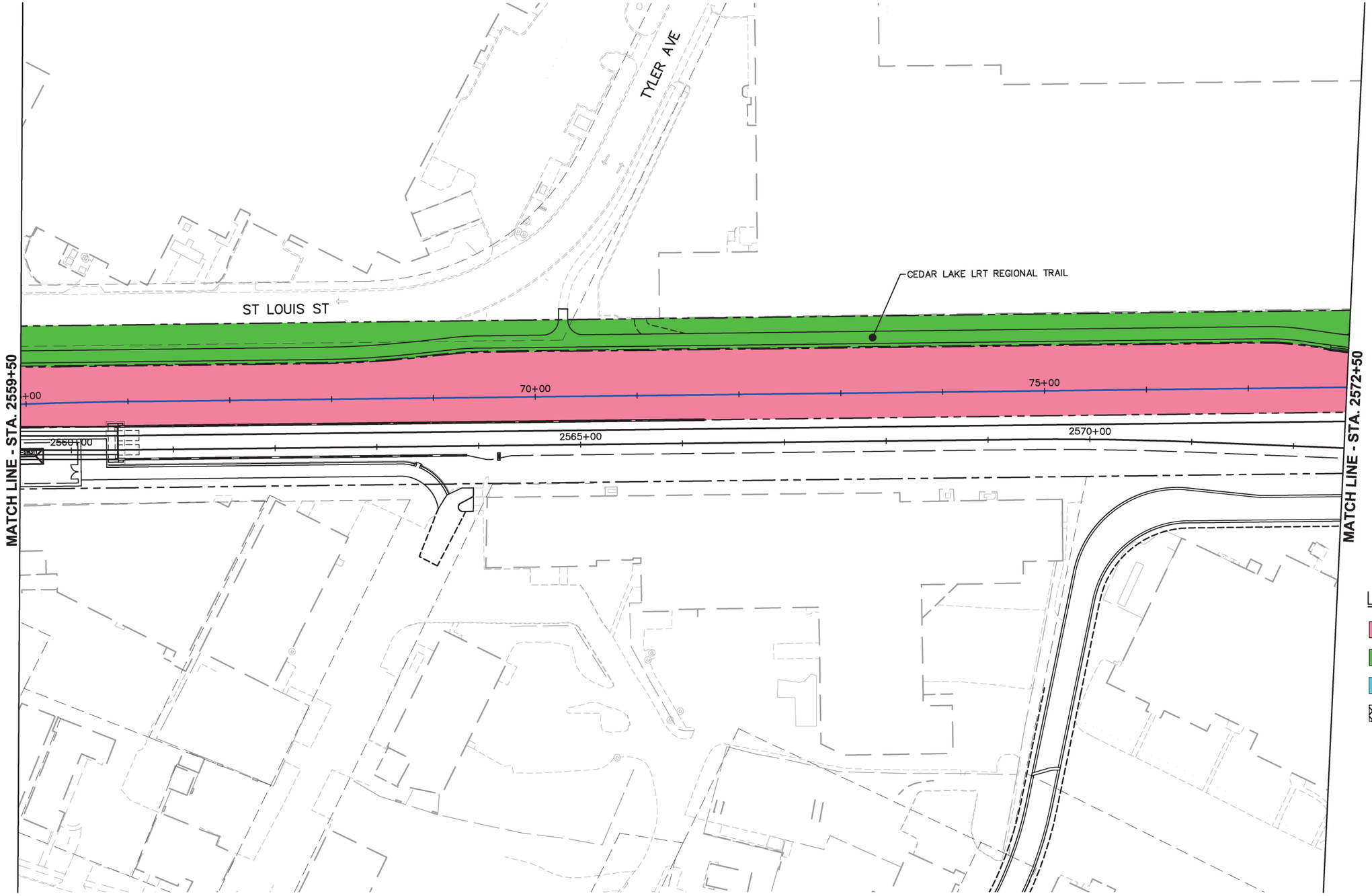
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 08 OF 39

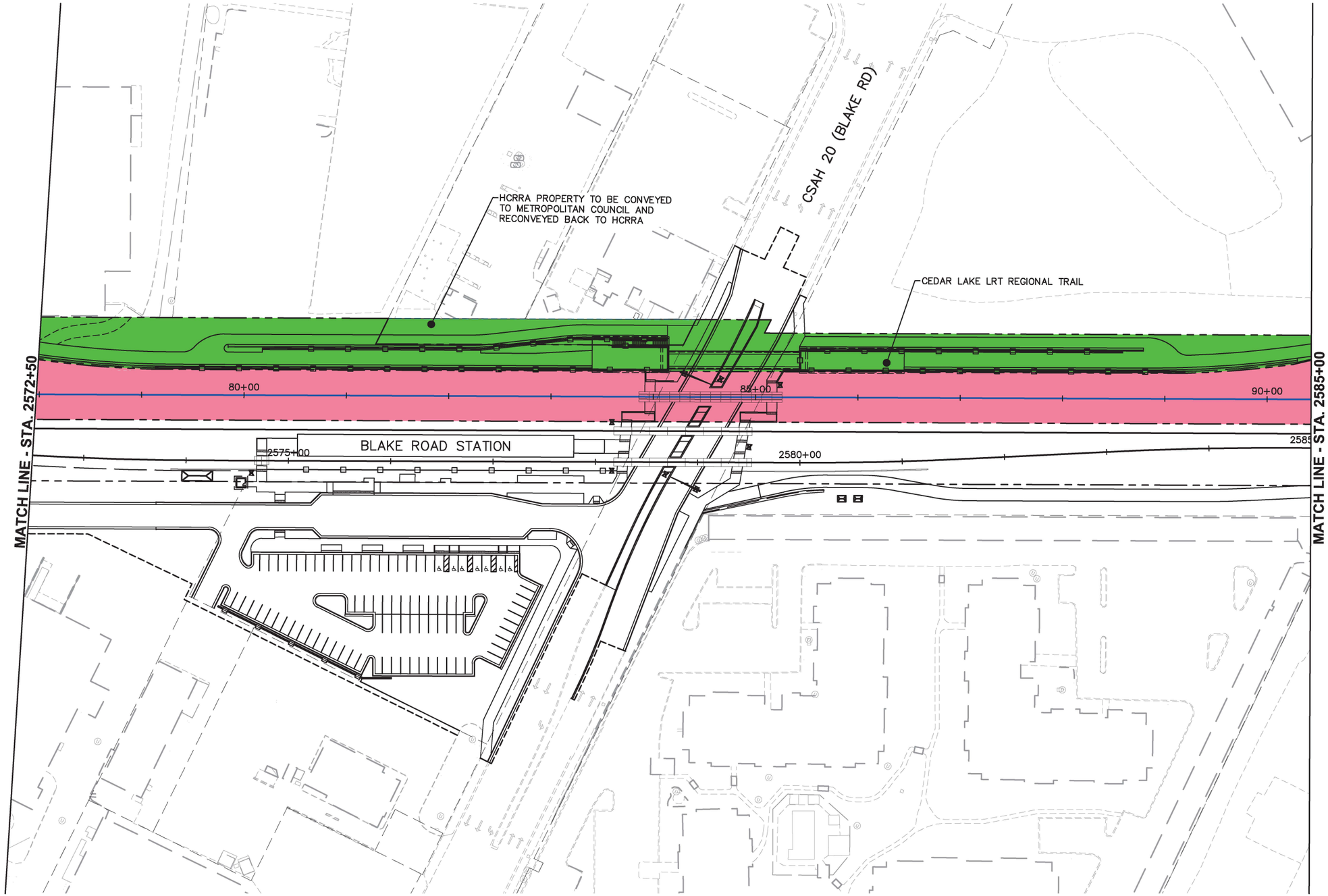
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 09 OF 39

Rev 0
10/26/2016

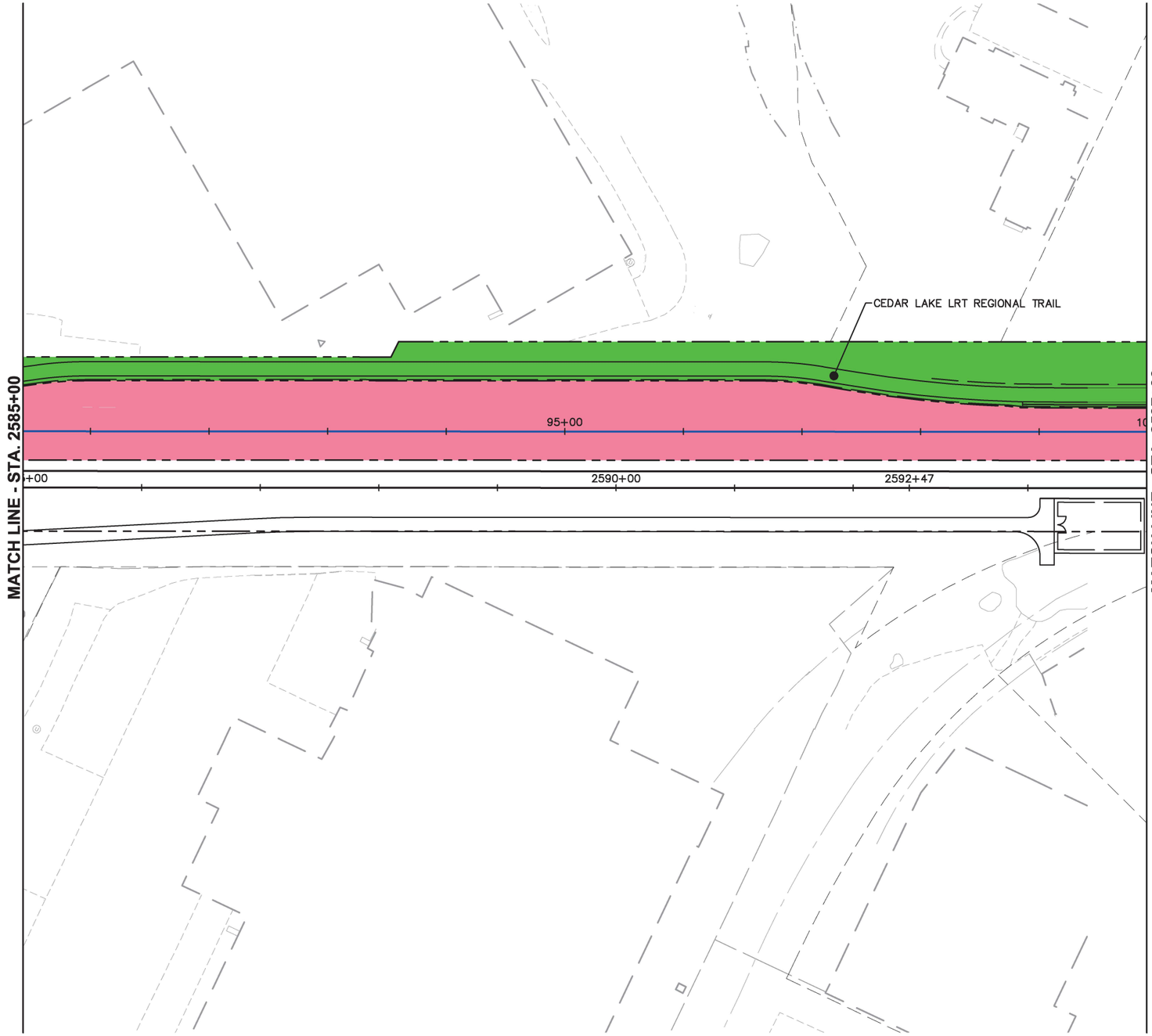
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SOUTHWEST Green Line LRT Extension

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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 10 OF 39

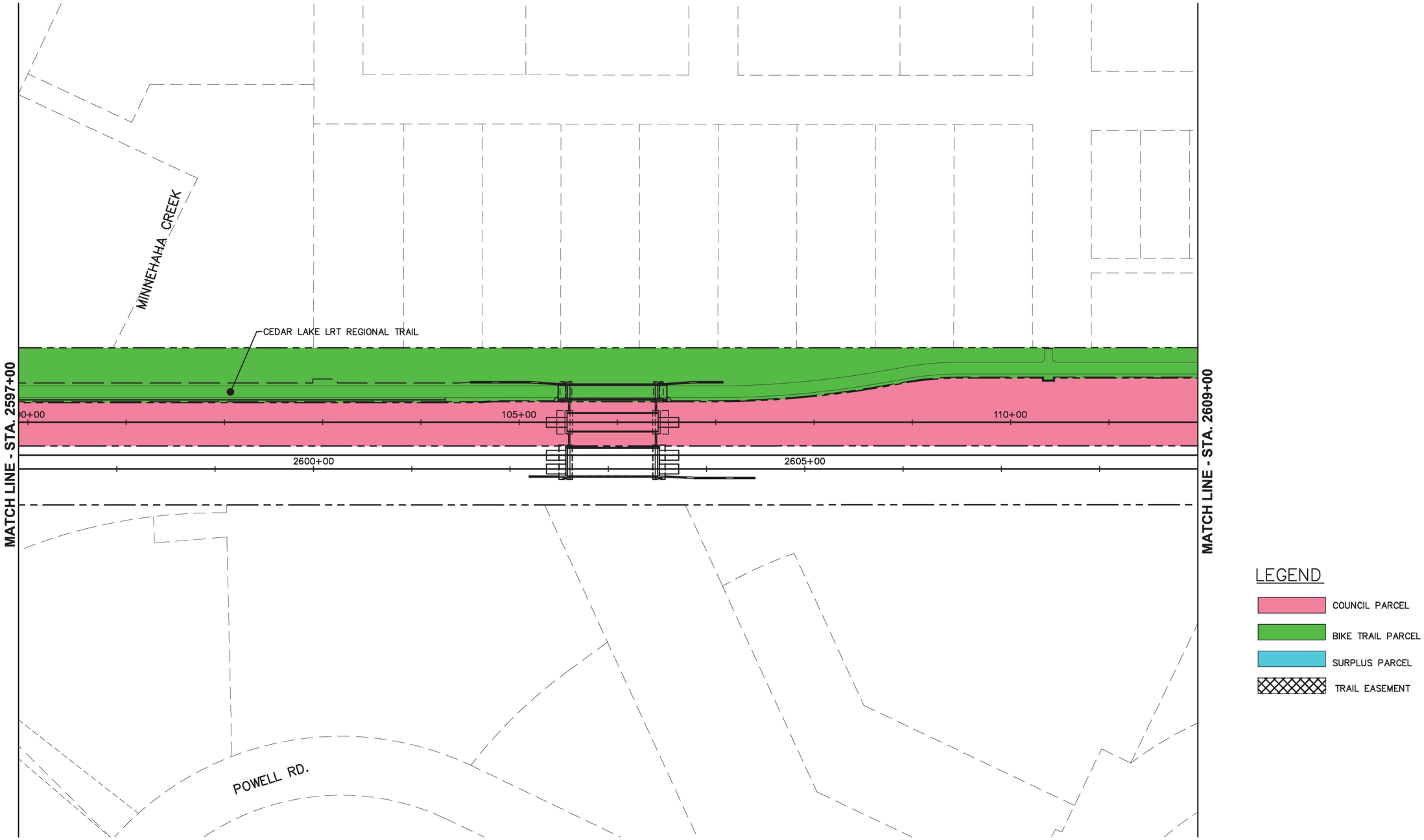
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 11 OF 39

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10/26/2016

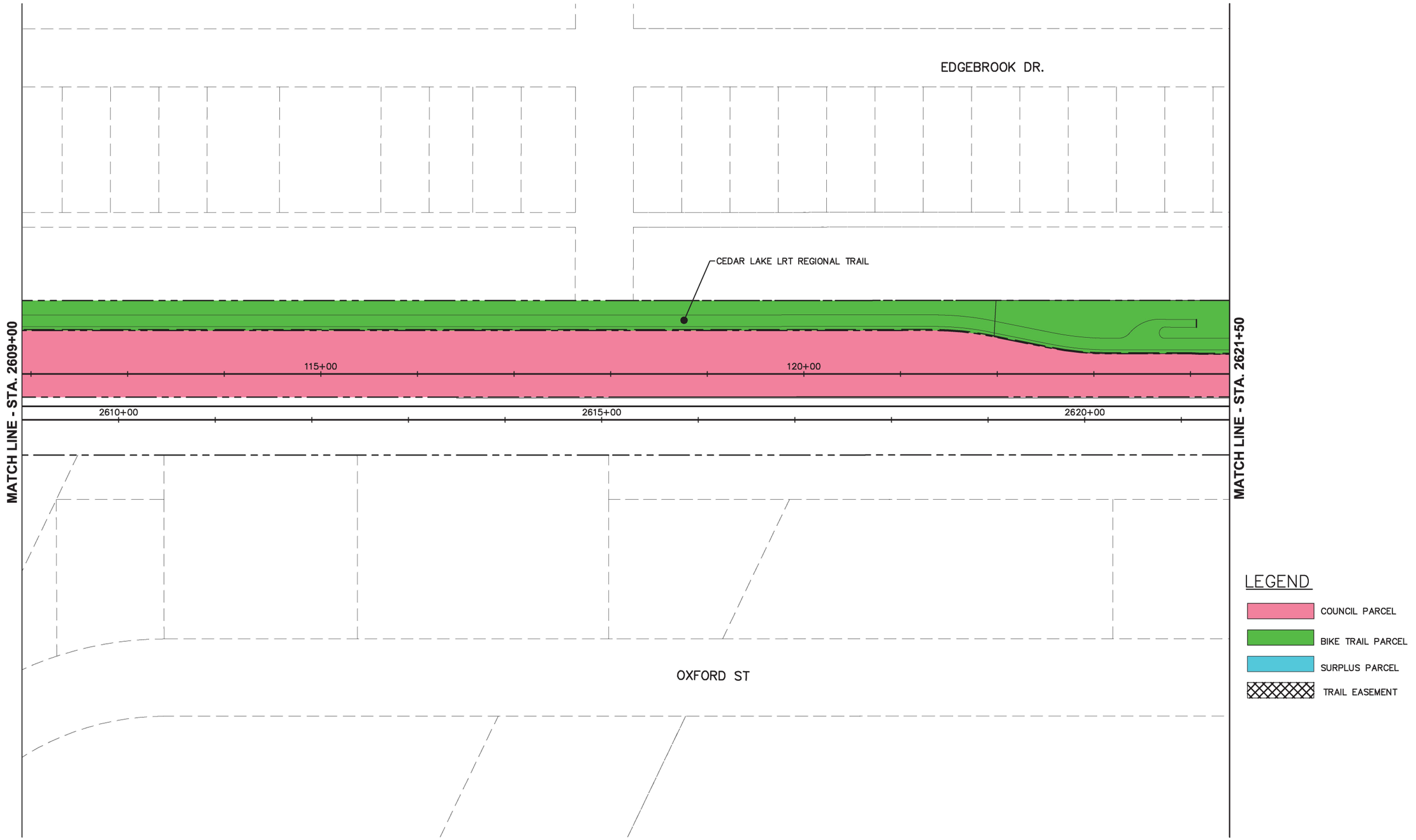
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SOUTHWEST Green Line LRT Extension

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 12 OF 39

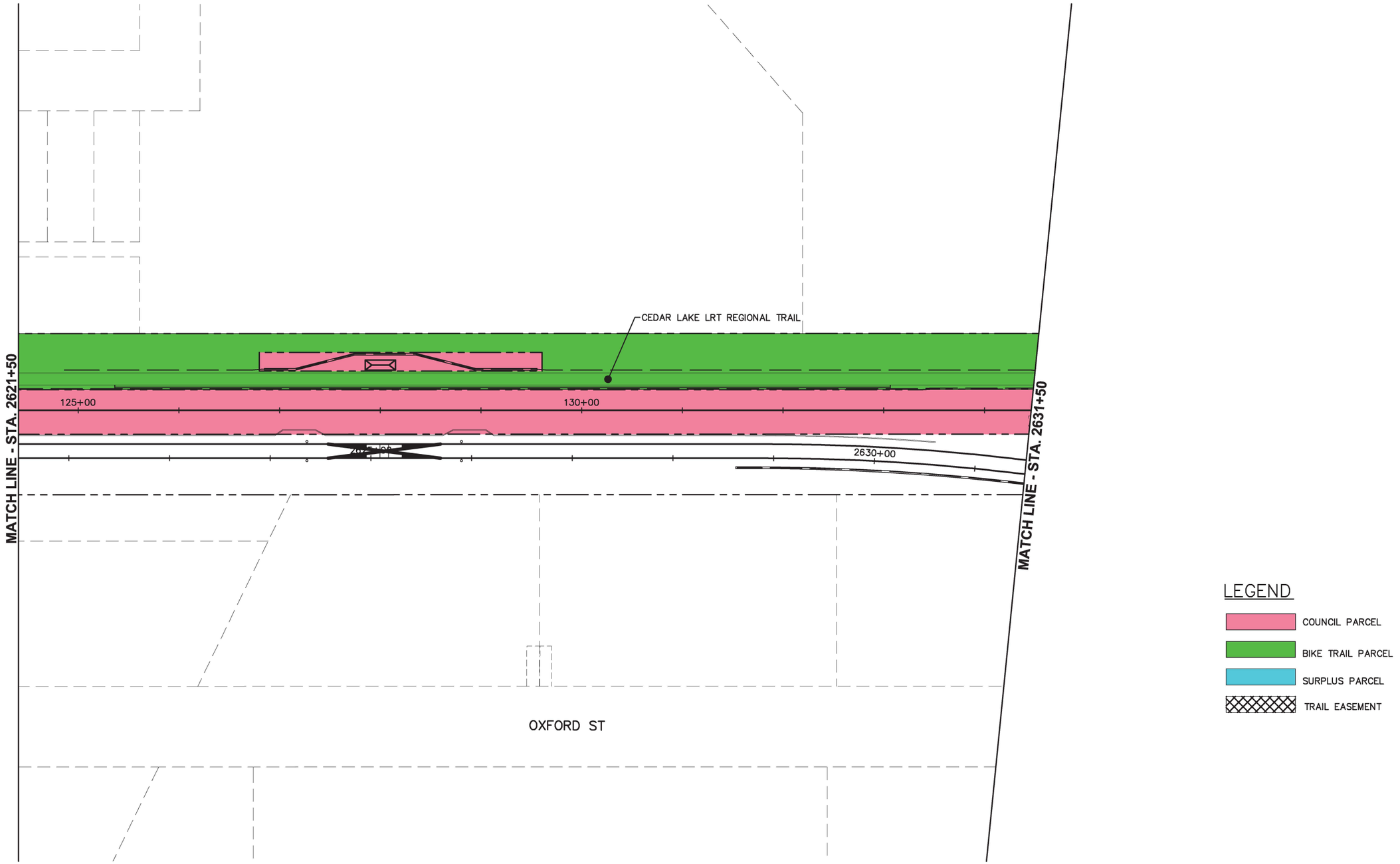
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 13 OF 39

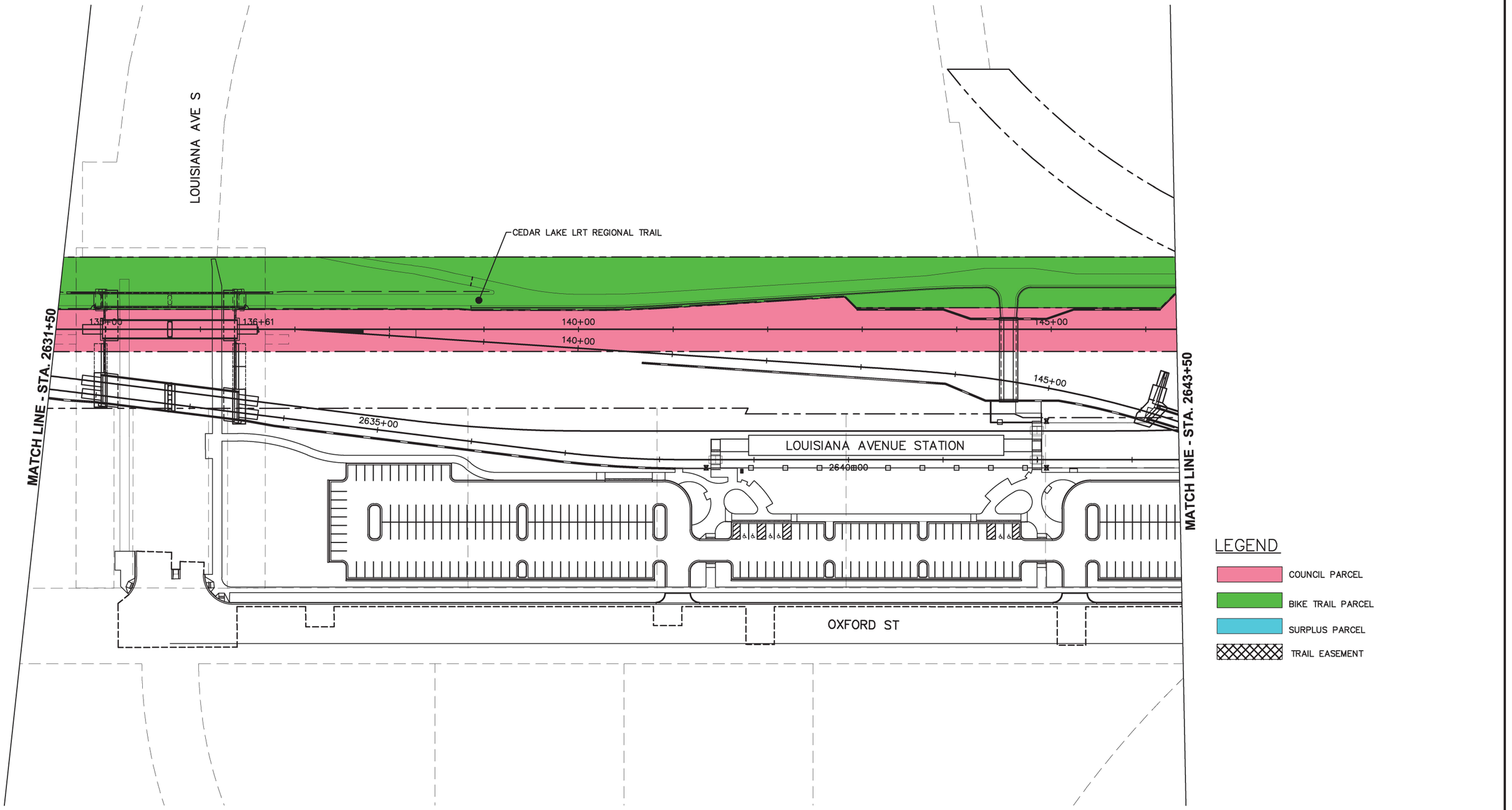
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 14 OF 39

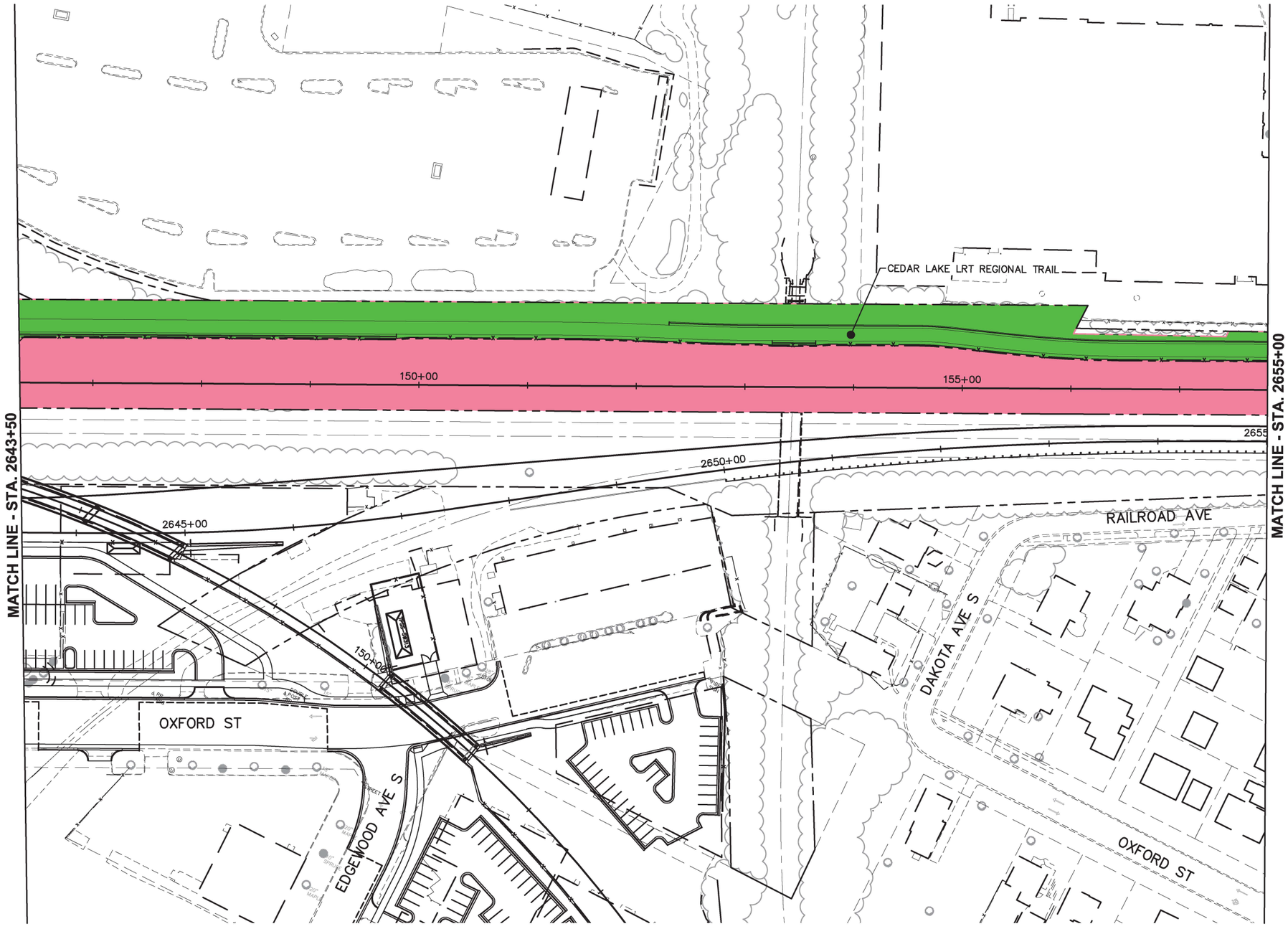
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METROPOLITAN COUNCIL

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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 15 OF 39

Rev 1
9/06/2017

NORTH
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SCALE

METROPOLITAN COUNCIL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 16 OF 39

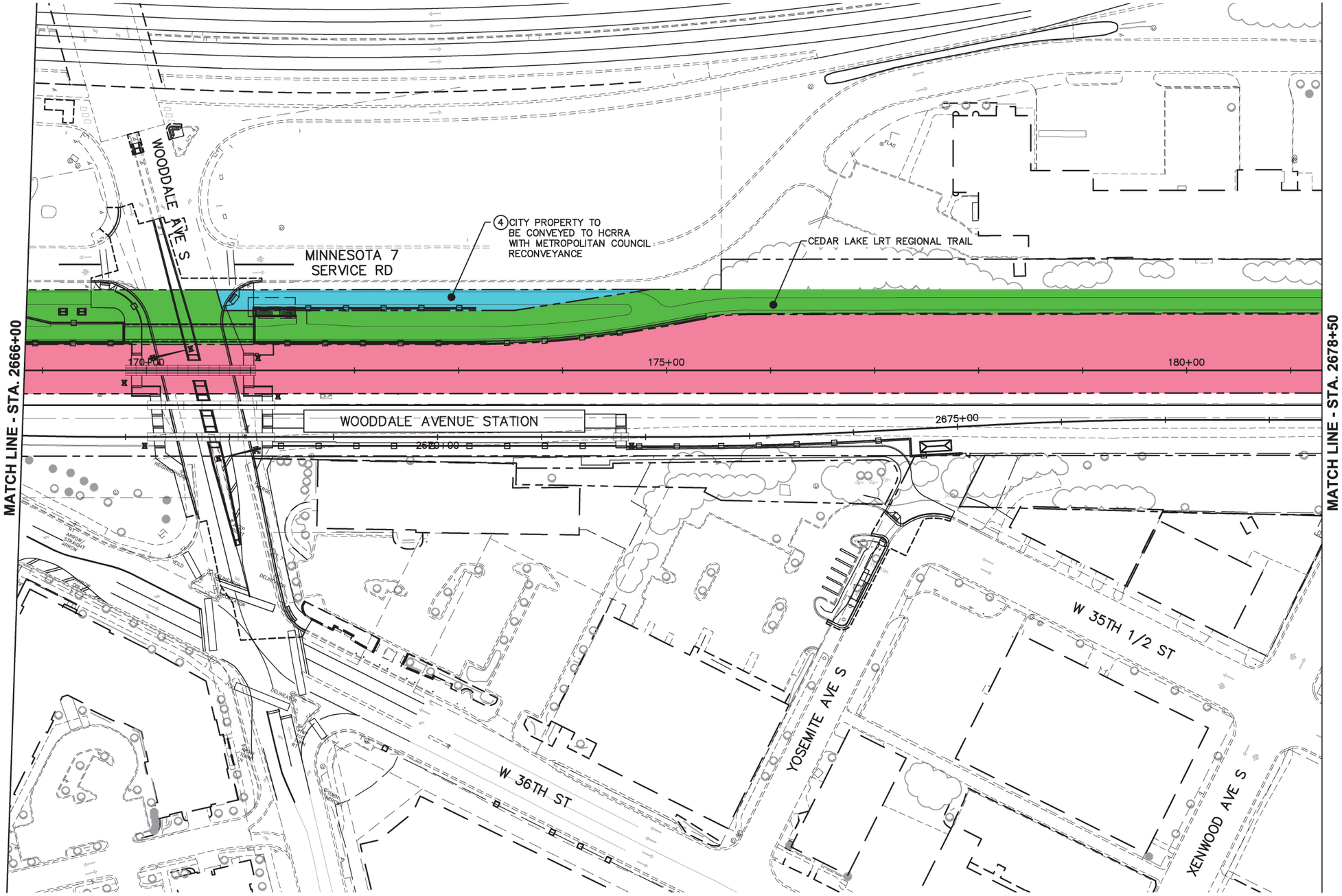
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10/26/2016

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SCALE

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 17 OF 39

Rev 0
10/26/2016

NORTH
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SCALE

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Dec, 22 2016 09:45 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-SUBDIVISION.dwg By: FosmoTL

MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2678+50

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 18 OF 39

Rev 0
10/26/2016

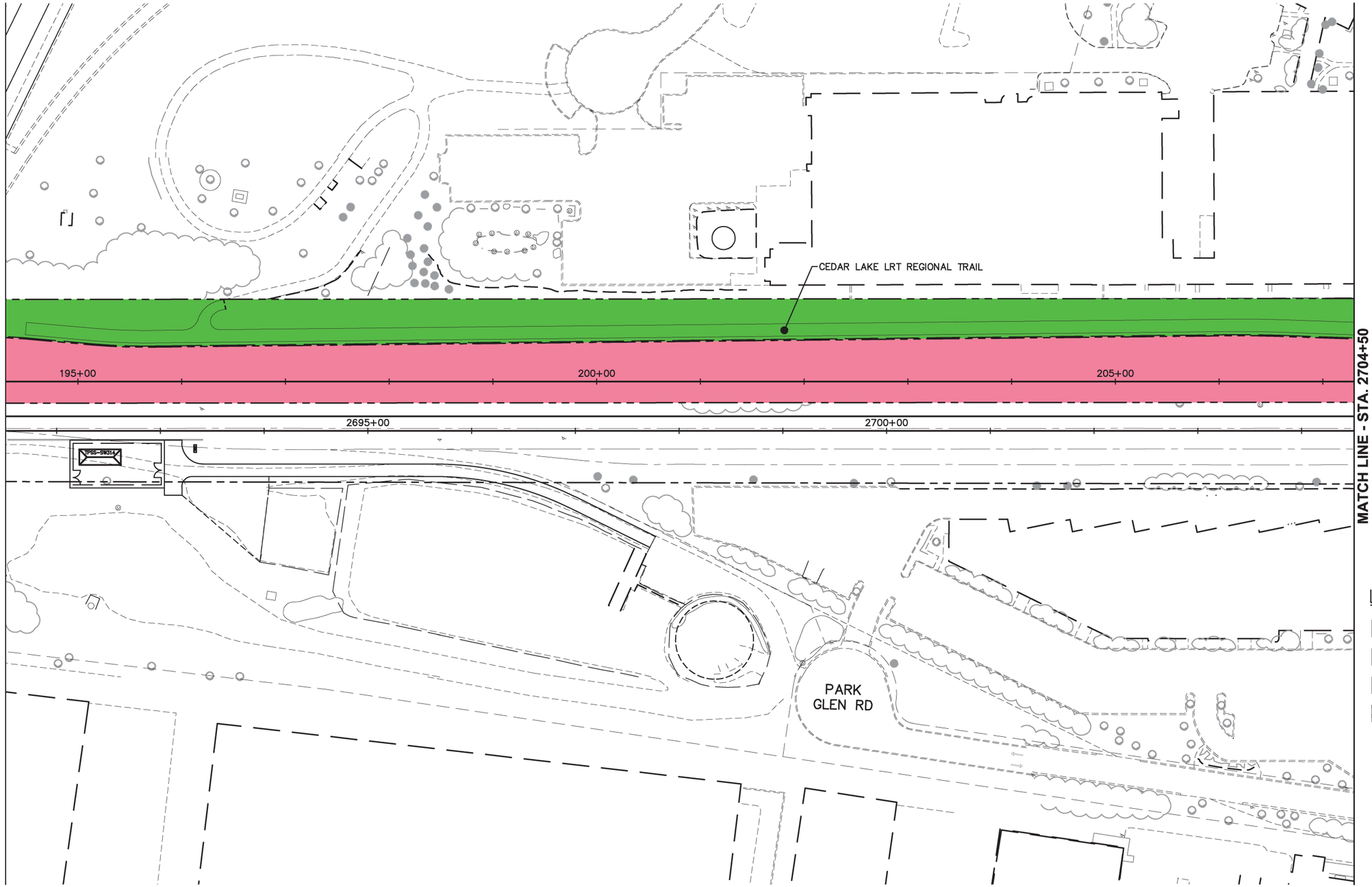
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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 19 OF 39

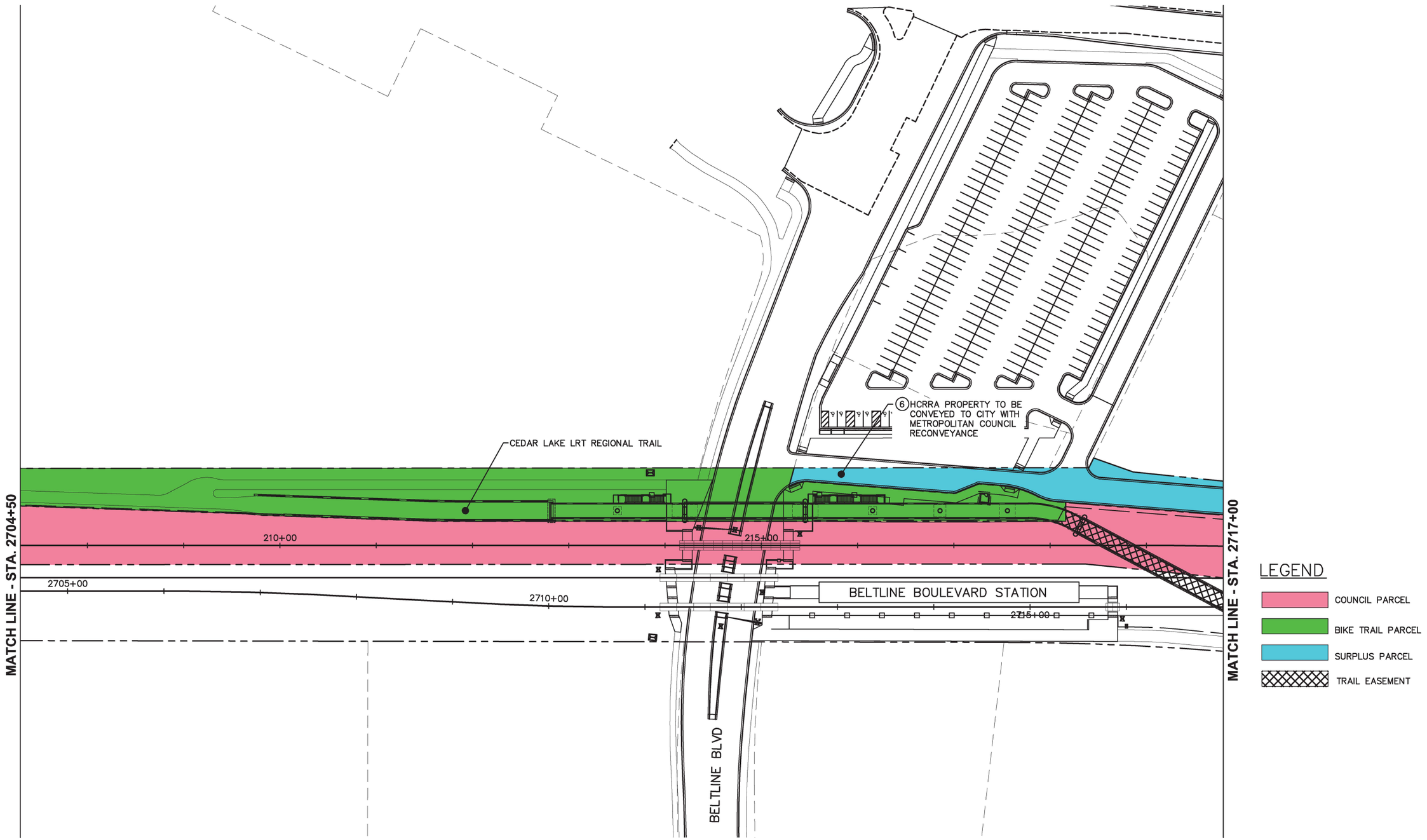
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10/26/2016

NORTH
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 20 OF 39

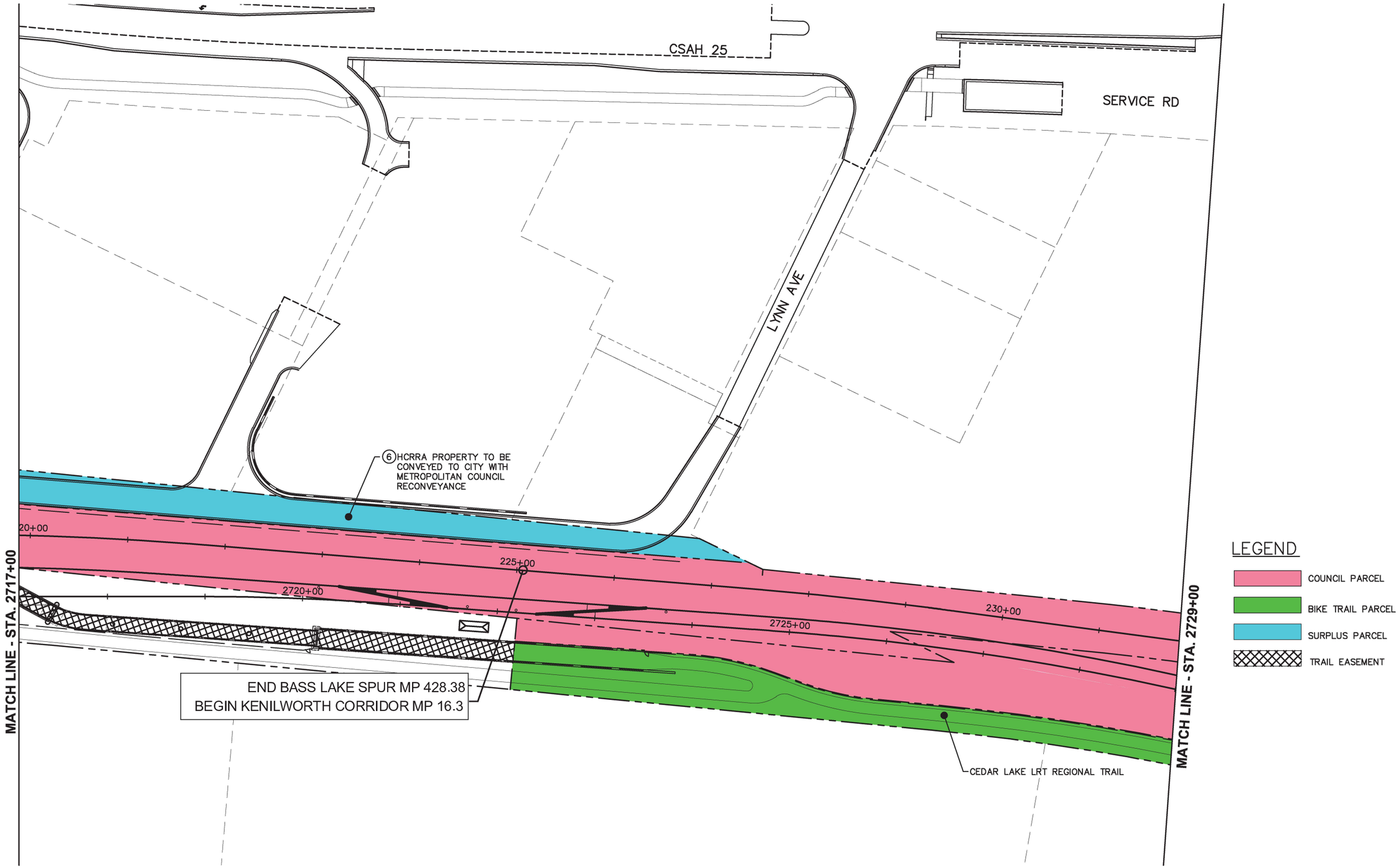
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 21 OF 39

Rev 0
10/26/2016

NORTH
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SCALE

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 22 OF 39

Rev 0
10/26/2016

NORTH
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SCALE

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 23 OF 39

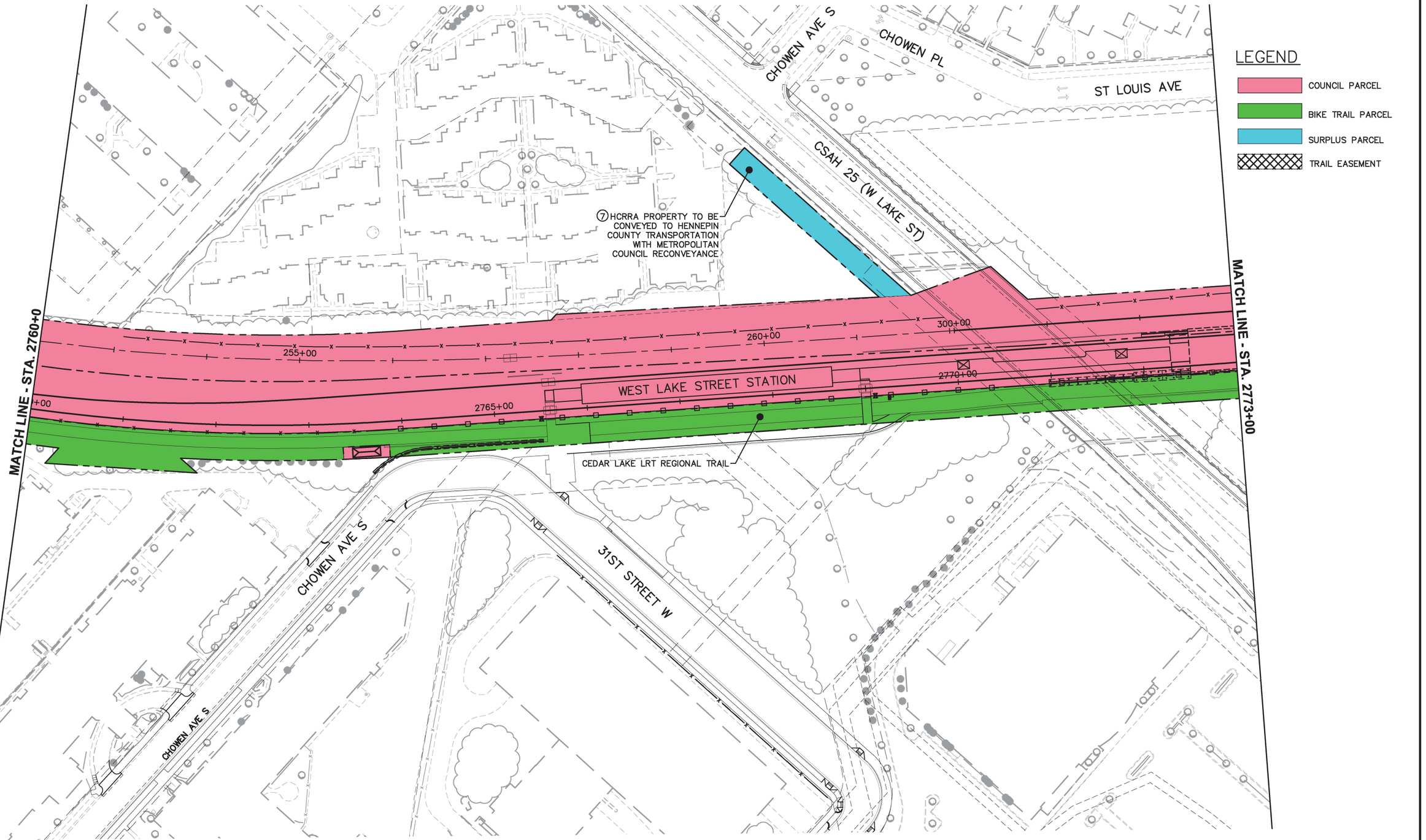
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AECOM
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 24 OF 39

Rev 1
08/02/2017

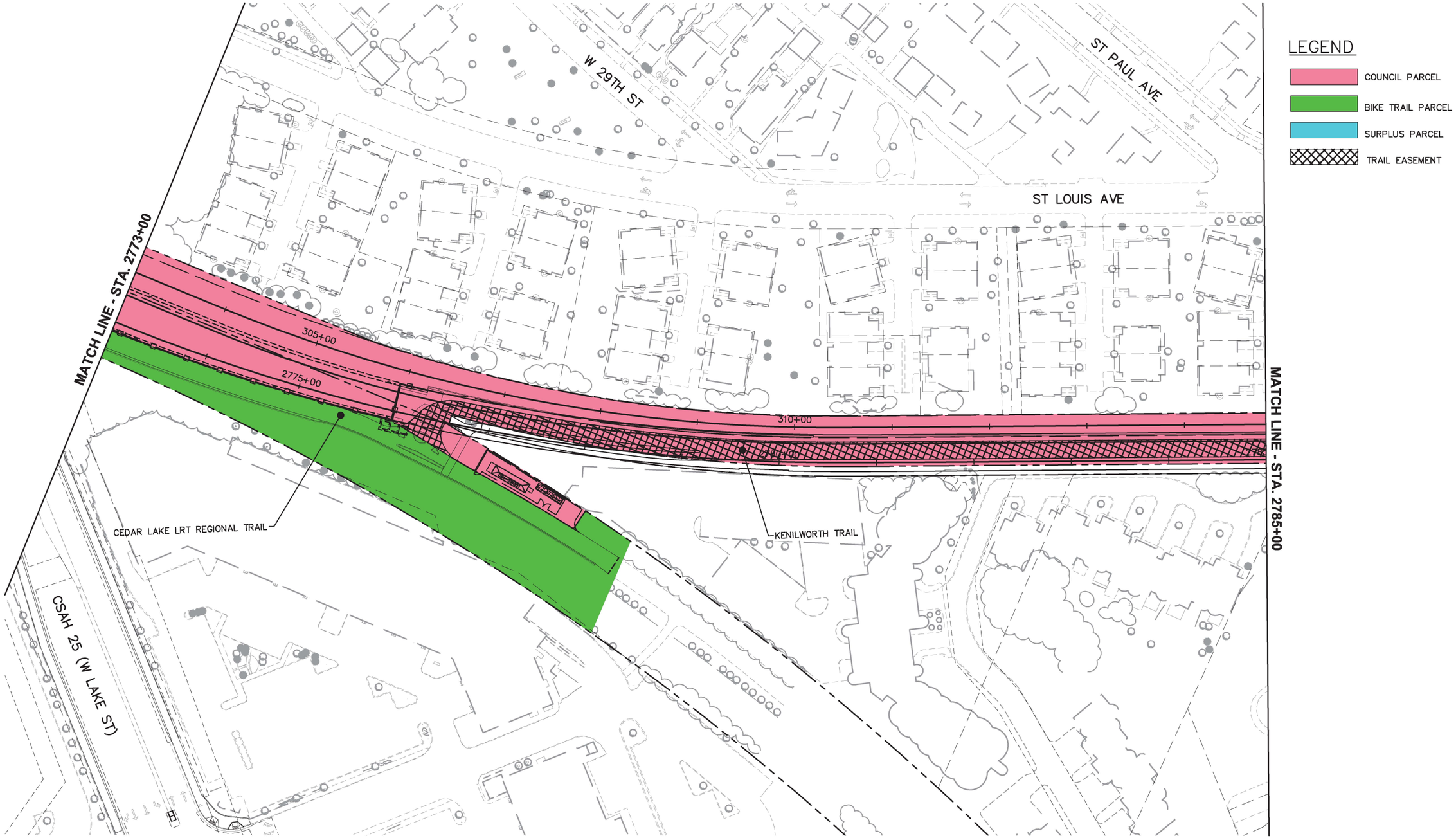
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 25 OF 39

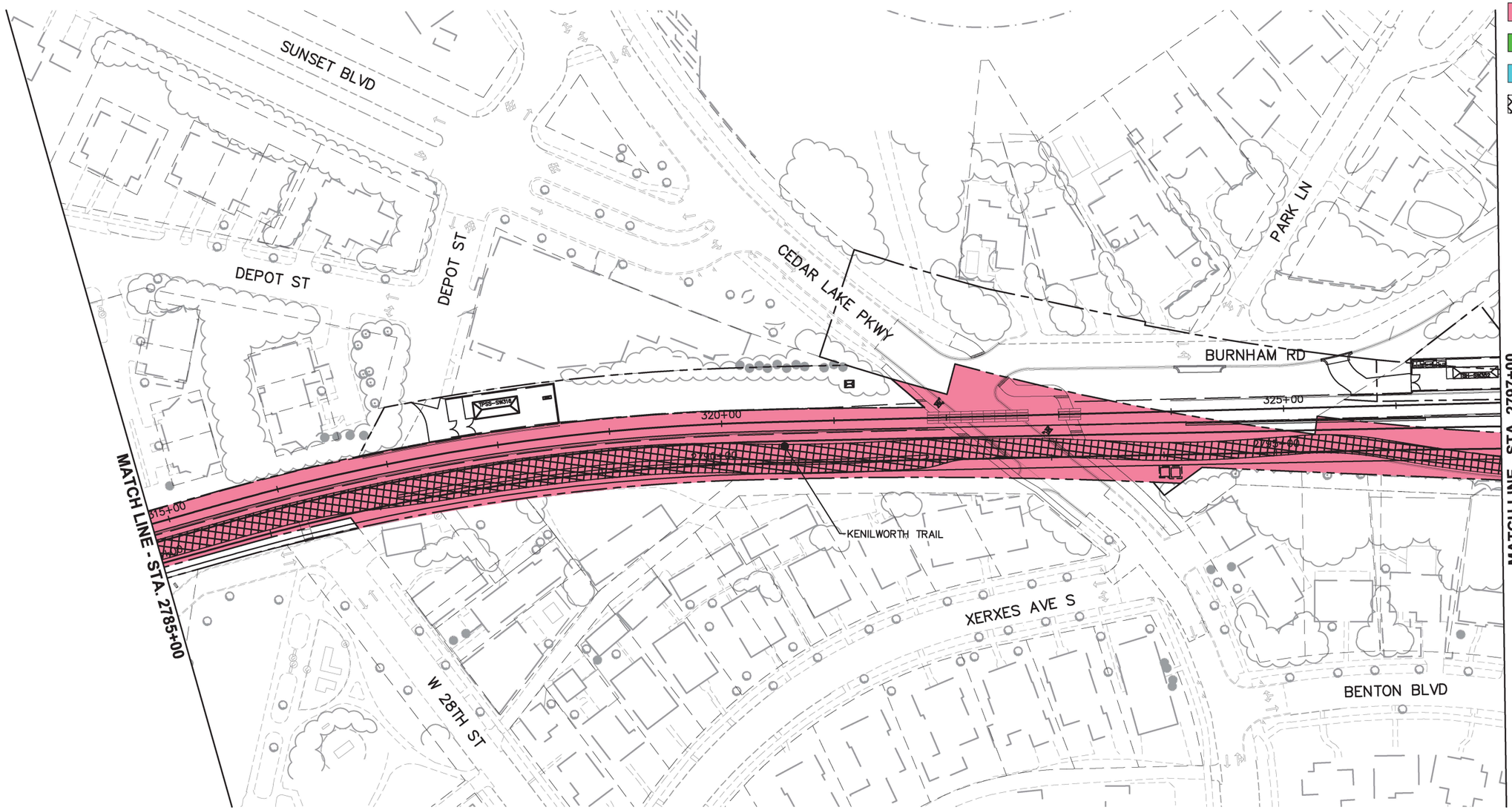
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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 26 OF 39

Rev 0
10/26/2016

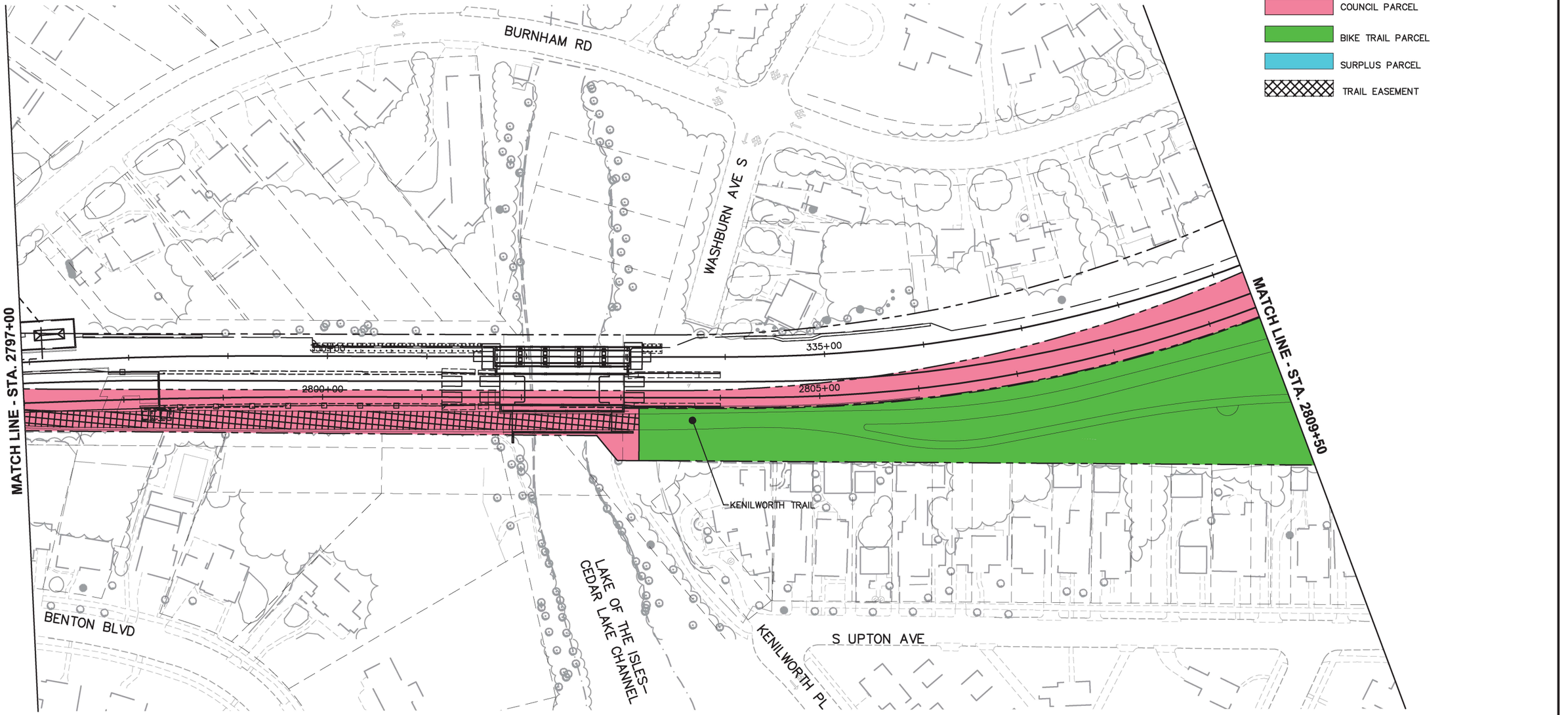
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SOUTHWEST Green Line LRT Extension

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Rev 0
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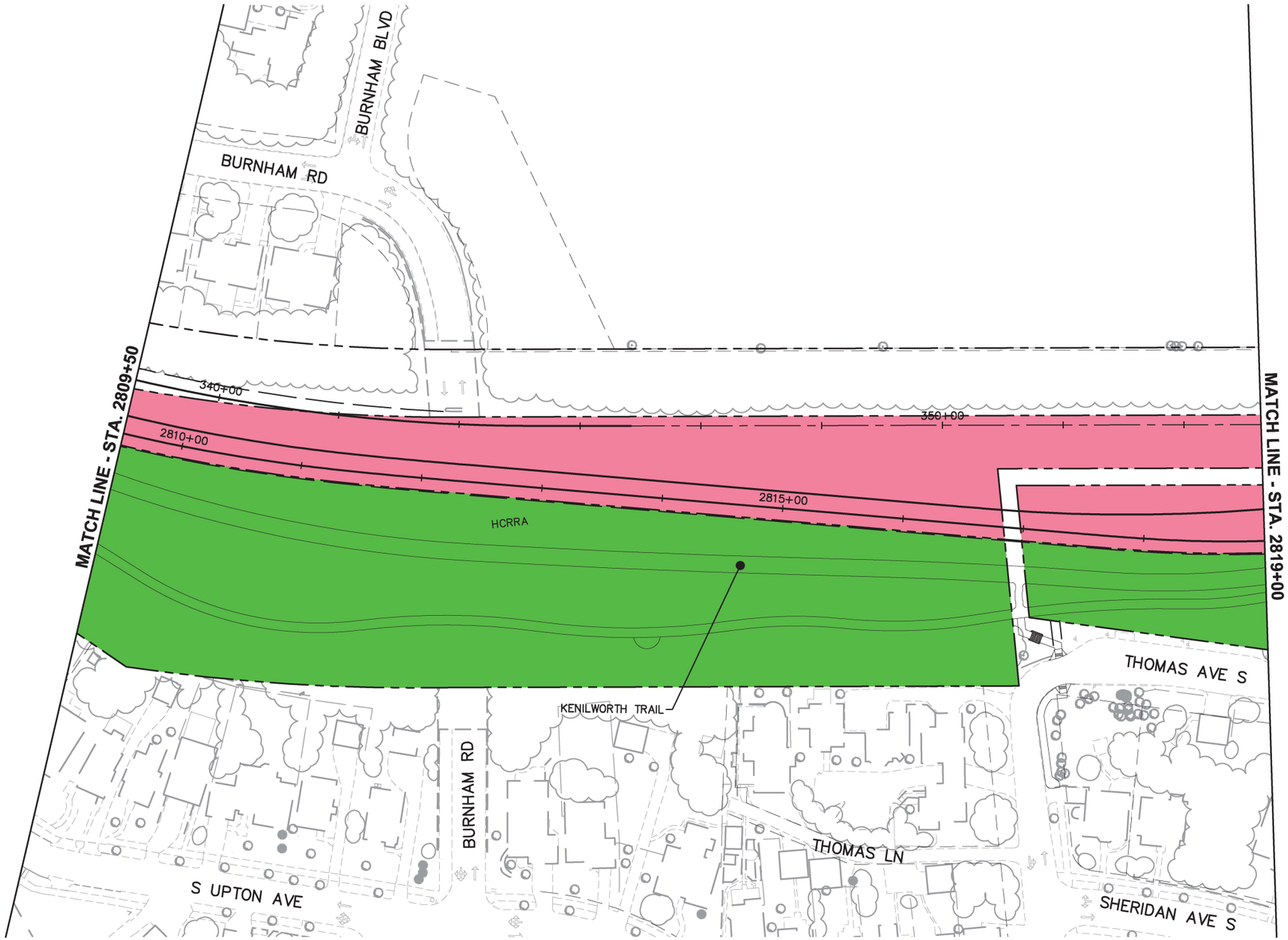
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METROPOLITAN COUNCIL

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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 28 OF 39

Rev 0
10/26/2016

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METROPOLITAN COUNCIL

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- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 29 OF 39

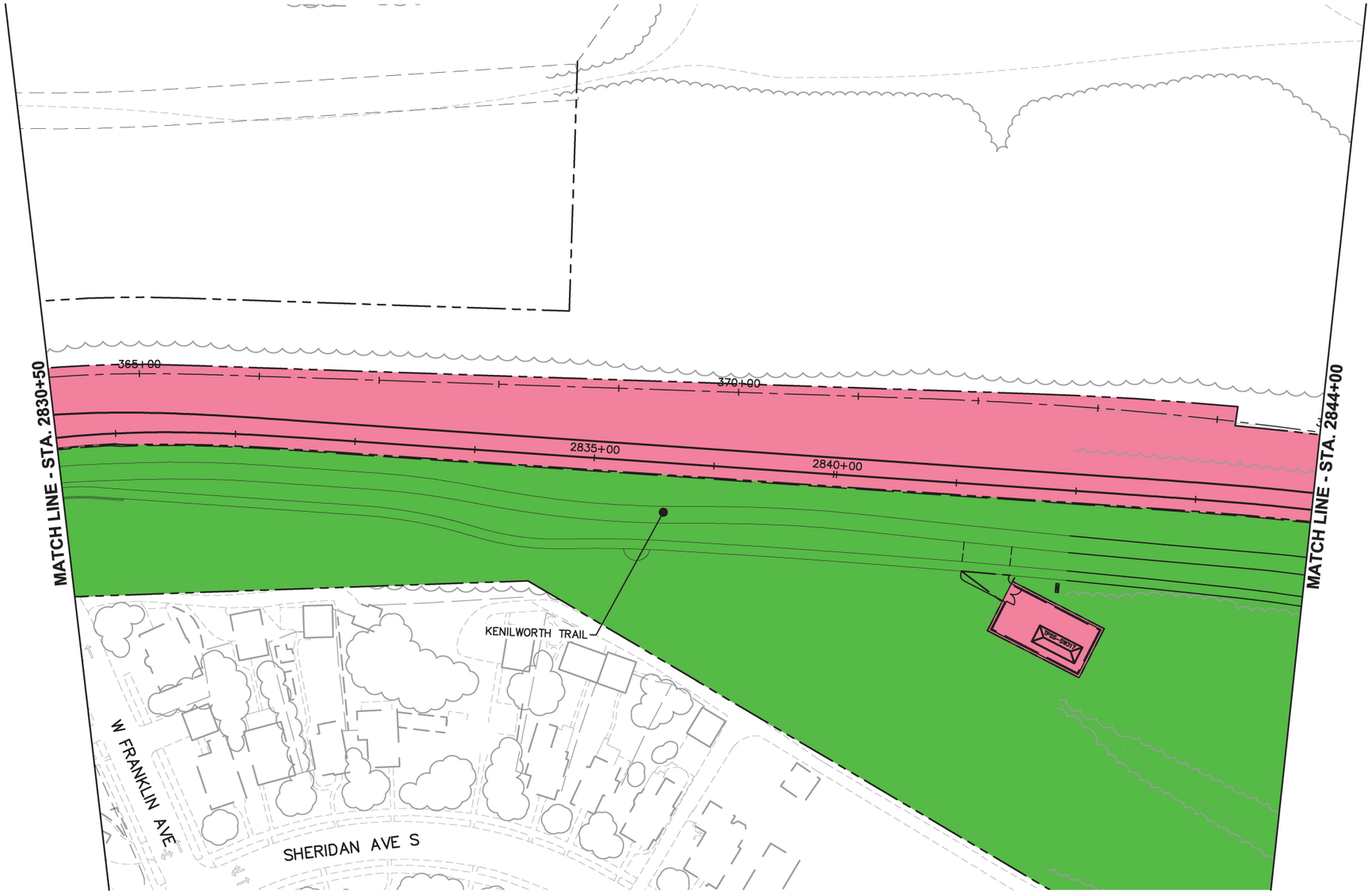
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 30 OF 39

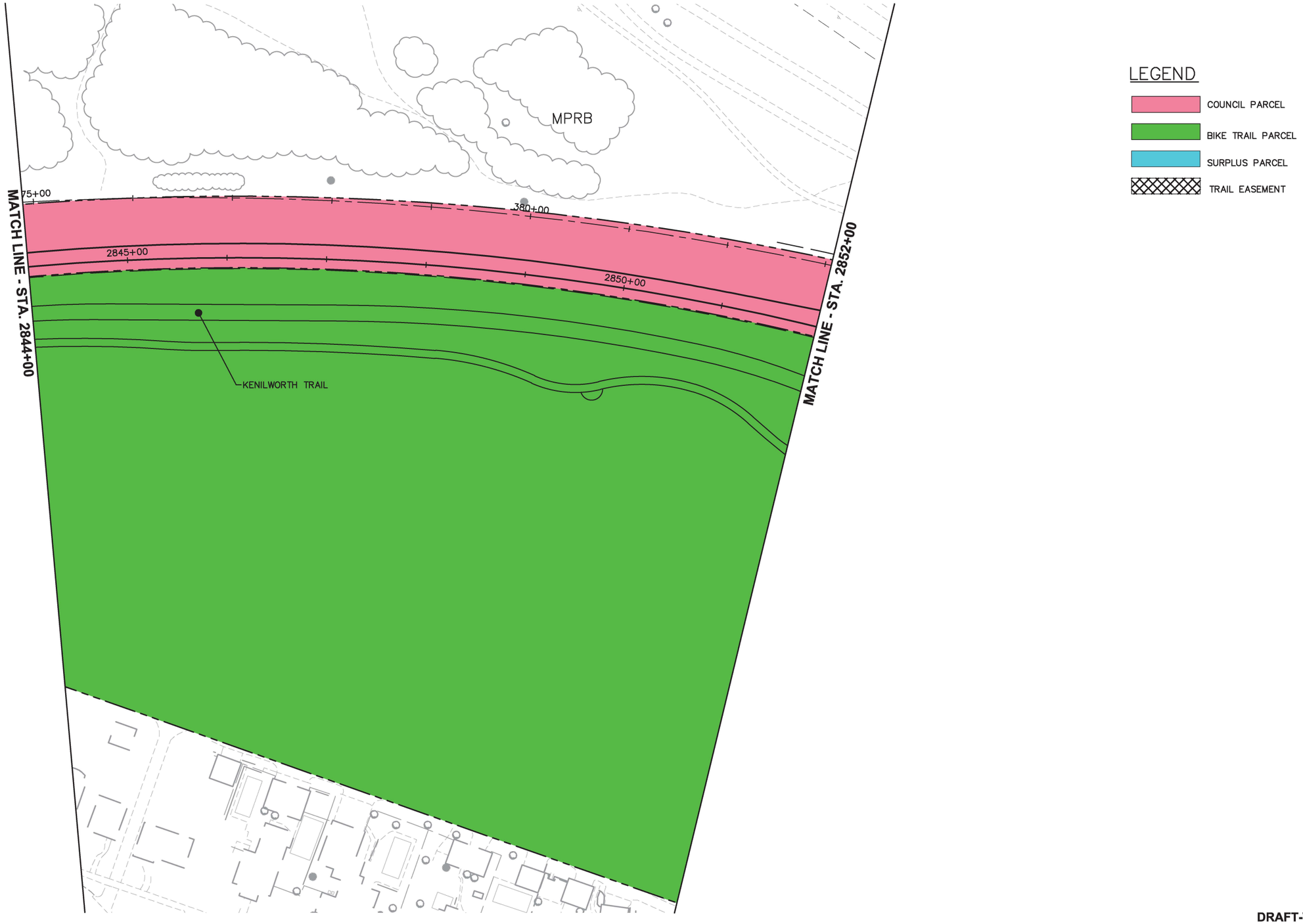
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- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 31 OF 39

Rev 0
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SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 32 OF 39

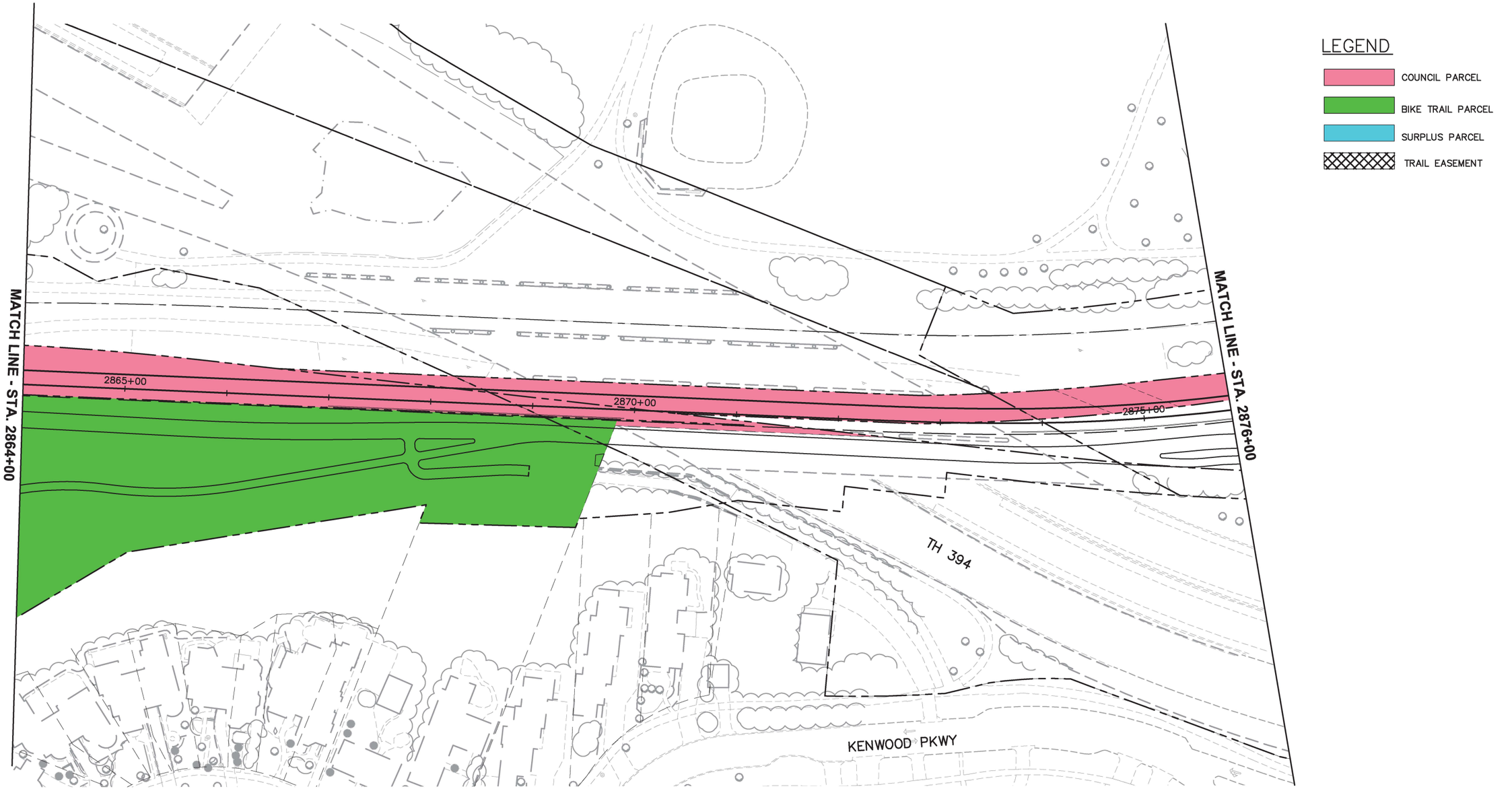
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 33 OF 39

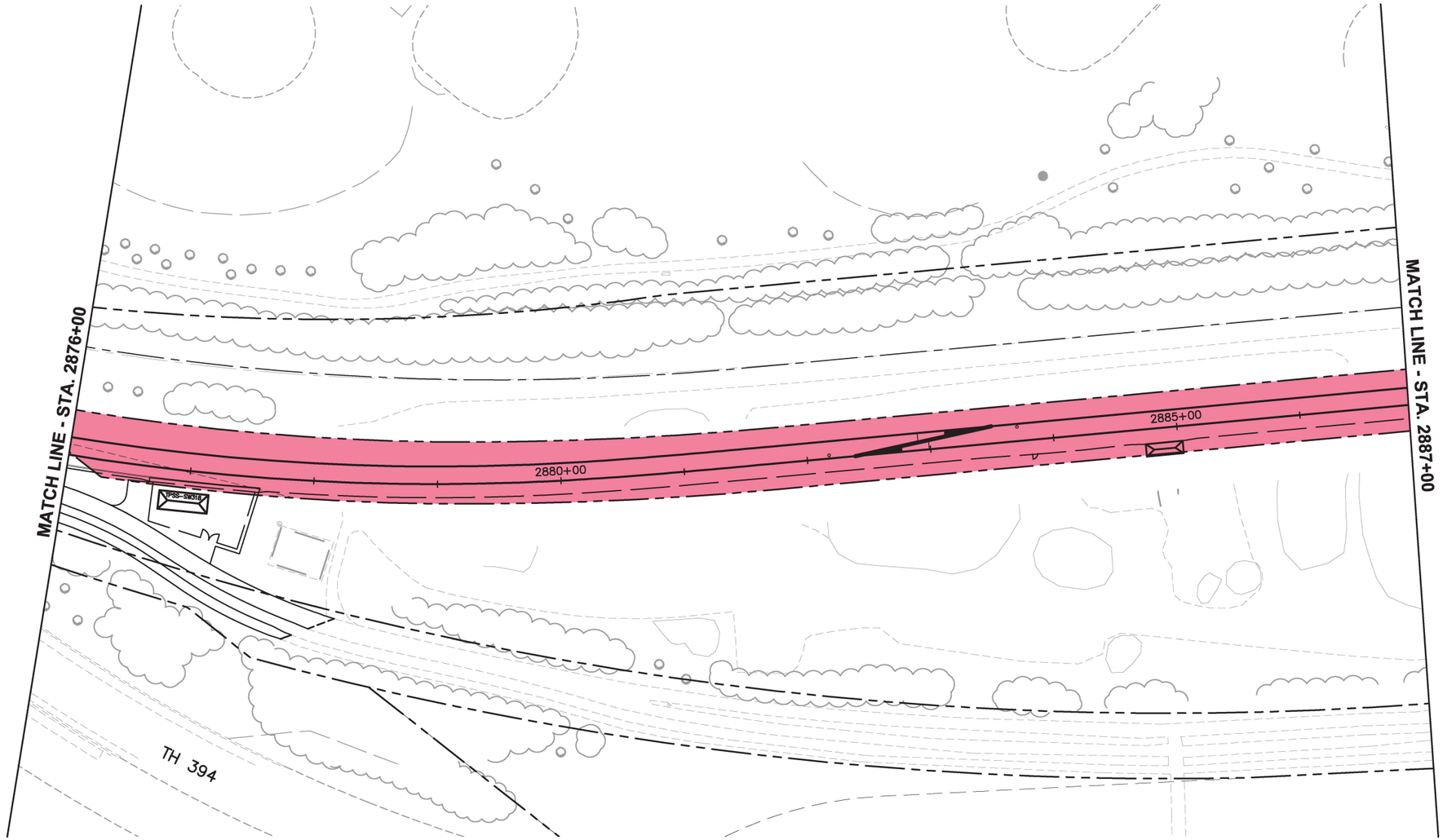
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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 34 OF 39

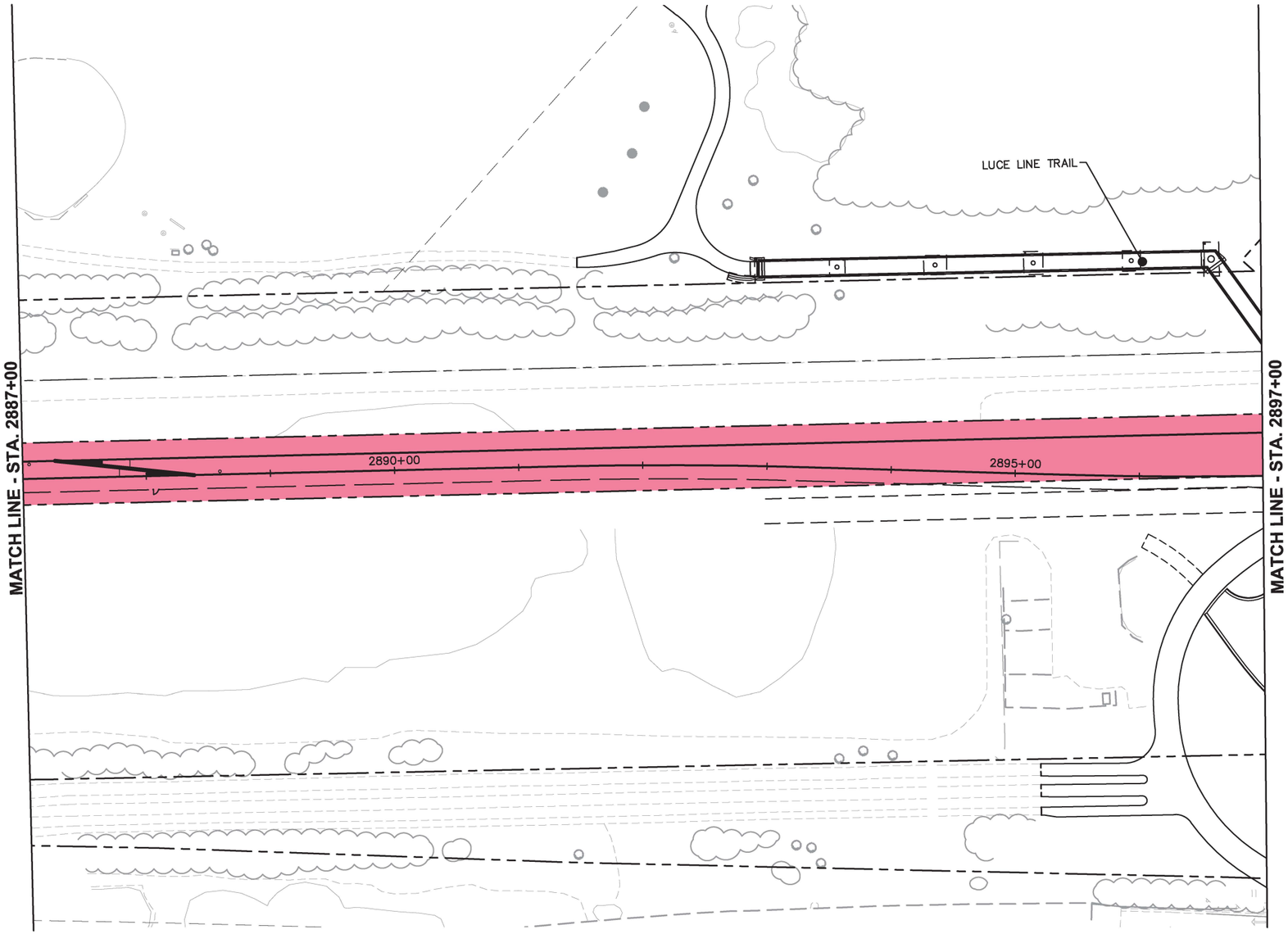
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LEGEND

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- SURPLUS PARCEL
- TRAIL EASEMENT

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 35 OF 39

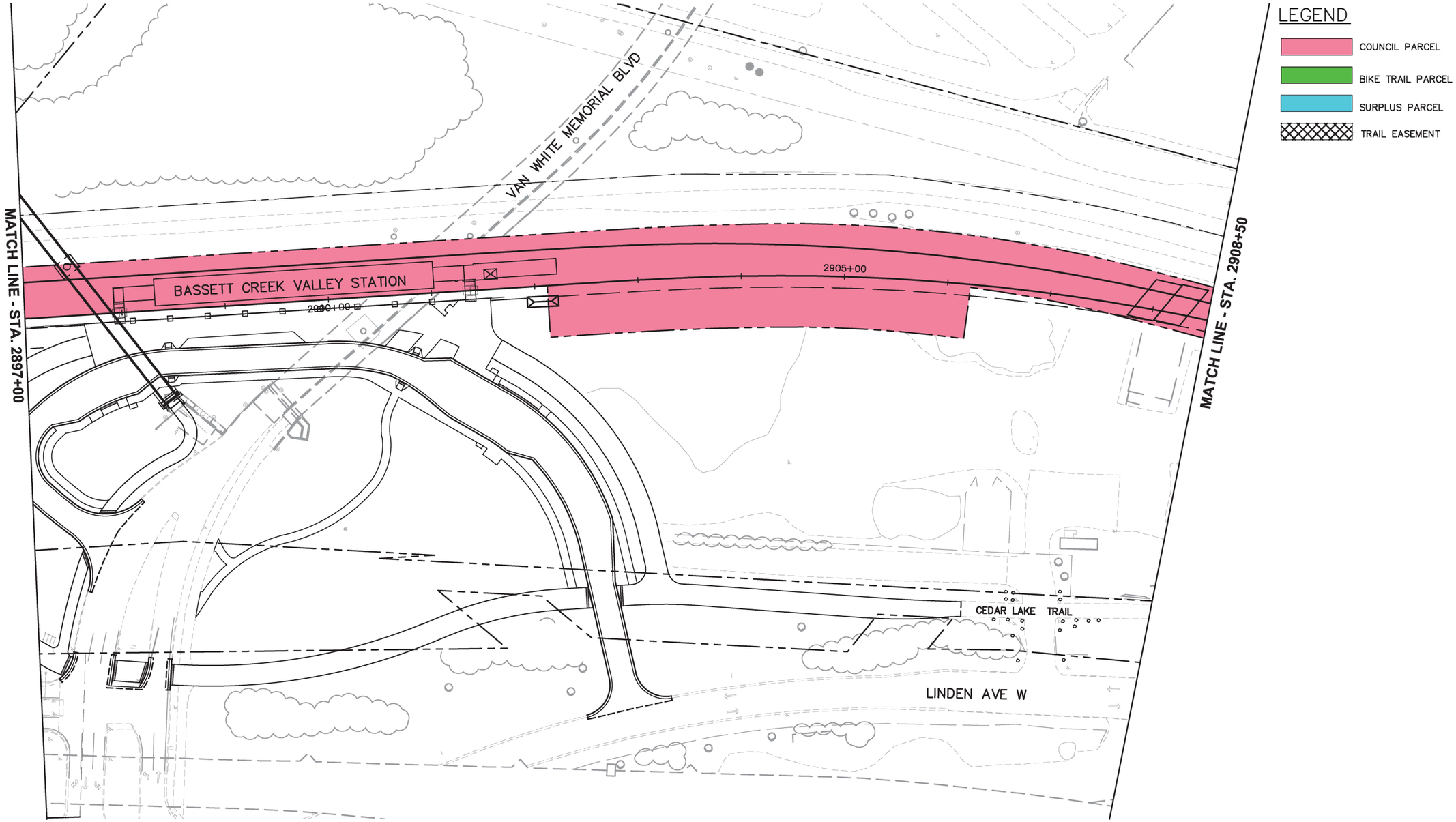
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 36 OF 39

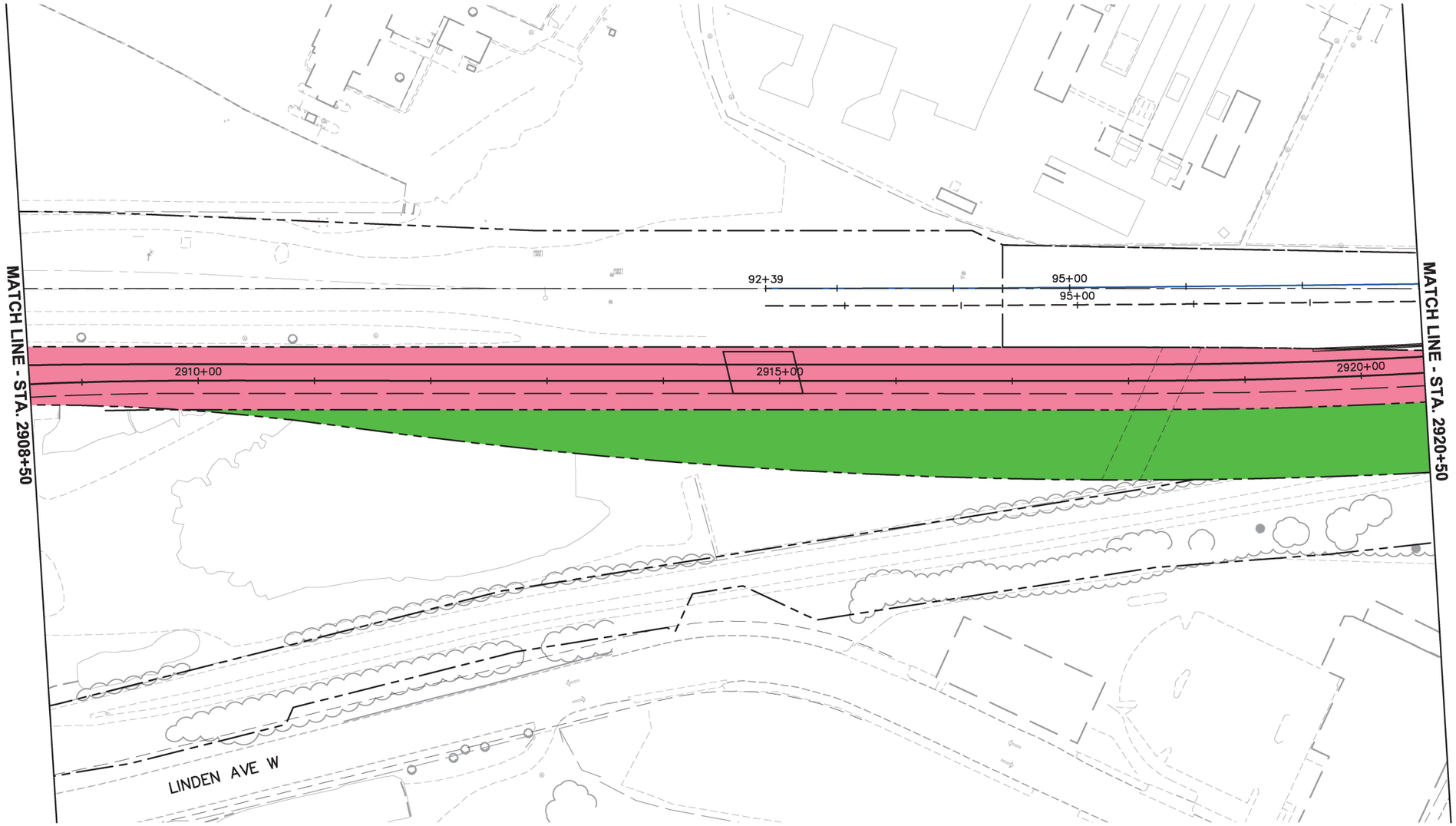
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
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LEGEND

- COUNCIL PARCEL
- BIKE TRAIL PARCEL
- SURPLUS PARCEL
- TRAIL EASEMENT



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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 38 OF 39

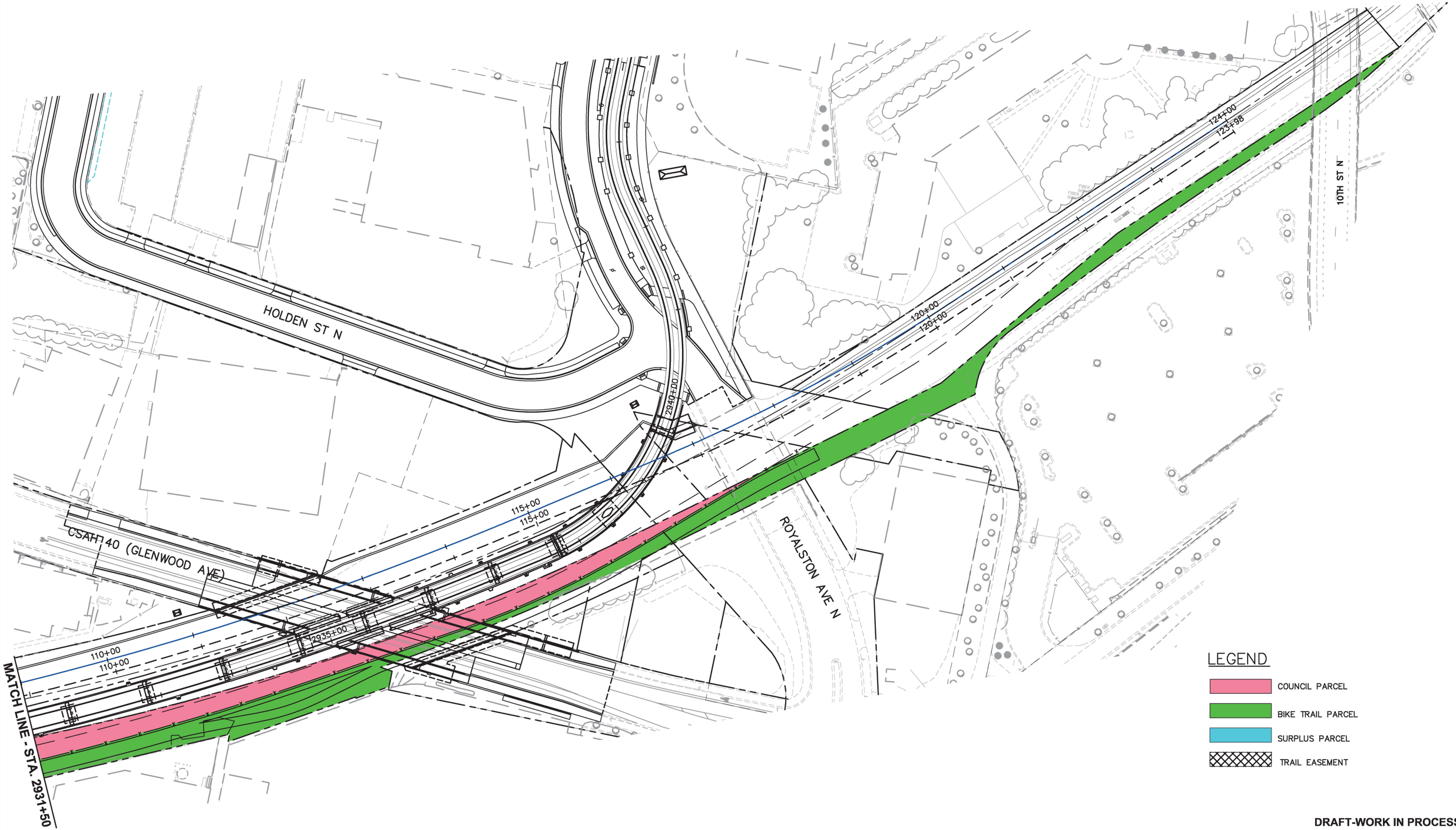
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METROPOLITAN COUNCIL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 03
SHEET 39 OF 39

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Exhibit 4: HCRRA Freight Rail Operating Easement and Consent to LRT

EXHIBIT 4

HCRRA FREIGHT RAIL OPERATING EASEMENT AND CONSENT TO LRT

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of Minnesota reserves the following Freight Rail Operating Easement ("HCRRA Freight Rail Operating Easement").

RECITALS:

A. HCRRA owns the Property described in the Quit Claim Deed.

B. HCRRA desires to convey the Property to the Council subject to the rights reserved herein.

ARTICLE 1
DEFINITIONS

The following terms shall have the meanings set forth below.

1.1 HCRRA. HCRRA means the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, in its capacity as fee owner of the Property.

1.2 Council. The Council means Metropolitan Council, a public corporation and political subdivision of the State of Minnesota.

1.3 LRT. LRT means the METRO Green Line Light Rail Transit Extension, to be owned and operated by the Council.

1.4 Property. The Property means that certain real property located in Hennepin County, Minnesota, legally described on Exhibit A to the Quit Claim Deed.

1.5 Easement Area. The Easement Area is that part of the Property legally described on Attachment I to this HCRRA Freight Rail Operating Easement and Consent to LRT.

1.6 Additional Property. The Additional Property is that certain real property to be acquired by the Council, and legally described on Attachment II to this HCRRA Freight Rail Operating Easement.

1.7 Kenilworth Corridor Trackage. The Kenilworth Corridor Trackage means the freight rail tracks that extend from former CNW milepost 16.3 (CP milepost 428.38) in the City of St. Louis Park, easterly to former CNW milepost 13.7 (BNSF milepost 13.0) at a point of connection with BNSF in the City of Minneapolis.

1.8 Quit Claim Deed. The Quit Claim Deed means the deed conveying the Property from HCRRA to the Council.

ARTICLE 2
RESERVATION OF RIGHTS

2.1 HCRRA Freight Rail Operating Easement.

2.1.1 HCRRA hereby reserves and creates for itself a permanent, irrevocable, exclusive, transferable, and assignable HCRRA Freight Rail Operating Easement over and across the Easement Area and the Kenilworth Corridor Trackage for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102(5), subject to the provisions of the TRA as defined in Section 2.4.

2.1.2 The rights encompassed by the HCRRA Freight Rail Operating Easement shall include but are not limited to the construction, maintenance, repair, replacement and operation of freight rail and associated facilities. Subject to the provisions of the TRA as defined in Section 2.4, 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 Property.

2.1.3 HCRRA shall not discontinue or abandon freight rail service on the Easement Area and the Kenilworth Corridor Trackage without required authorization from the Surface Transportation Board ("**STB**") or successor agencies.

2.1.4 HCRRA's right to assign this HCRRA Freight Rail Operating Easement shall be subject to the JPA, as defined in Section 2.4, and authorization from the STB or successor agencies.

2.1.5 The HCRRA Freight Rail 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 HCRRA Freight Rail Operating Easement shall terminate, subject to the LRT Rights provided in Section 2.2.

2.2 Consent to LRT.

2.2.1 HCRRA consents to the use the Easement Area by the Council for the construction, operation, and maintenance of the LRT, subject to the provisions of this HCRRA Freight Rail Operating Easement and the TRA and the JPA as defined in Section 2.4.

2.2.2. The Council's use of the Easement Area for the construction, operation and maintenance of the LRT is subject to the condition that the Council will not unreasonably interfere with the ability of HCRRA to operate as a rail carrier and fulfill its common carrier obligations along the Kenilworth Corridor Trackage or unreasonably interfere with freight rail operations under the TRA as defined in Section 2.4.

2.3 Adjustment of Kenilworth Corridor Trackage. During construction of the LRT, the parties anticipate that a portion of the Kenilworth Corridor Trackage will be adjusted from its current alignment to an alignment that is located on some or all of the Additional Property. Prior to the adjustment of any Kenilworth Corridor Trackage, the Council will grant a substitute freight rail operating easement to HCRRA with equivalent rights, in substantially the form of Attachment III ("**Substitute Freight Rail Operating Easement and Consent to LRT**"). The Council's adjustment of the Kenilworth Corridor Trackage is subject to the non-interference assurance in Section 2.2.2. The legal description of the Substitute Freight Rail Operating Easement will include the Additional Property and the Easement Area. Upon the recording of the Substitute Freight Rail Easement and Consent to LRT, the HCRRA Freight Rail Operating Easement created herein shall terminate.

2.4 This reservation of easement is being made subject to: (1) that certain Trackage Rights Agreement by and among HCRRA, the Soo Line Railroad Company (d/b/a Canadian Pacific), and the Twin Cities & Western Railroad Company ("**TCWR**") dated August 10, 1998, denominated as HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July 30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012 ("**TRA**"); (2) that certain Railroad Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA; and (3) that certain Joint and Cooperative Exercise of Powers Agreement entered into by and between the Council and the HCRRA ("**JPA**").

Exhibit 4a: Real Estate Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

1.0 AGREEMENT and PARTIES

THIS AGREEMENT is made effective this ____ day of _____2018, the "**Effective Date**," by and between

SOO LINE RAILROAD COMPANY, a Minnesota corporation *doing business as* Canadian Pacific, "**Seller,"** whose representative and address for any notice related to this Agreement is:

Chuck Hubbard
Director; Interline & Passenger - South
Canadian Pacific
Battle Creek Building
1010 Shop Road
St. Paul, Minnesota 55106

Telephone: (612) 904-5964
E-mail: Chuck_Hubbard@cpr.ca

or such other contact and address as Seller may hereafter designate, and

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, "**Buyer,**" whose representative and address for any notice related to this Agreement is:

Jim Alexander, P.E.
Southwest LRT Project Director
Southwest LRT Project Office
Park Place West
6465 Wayzata Boulevard, Suite 500
St. Louis Park, Minnesota 55426

Telephone: (612) 373-3880
E-mail: jim.alexander@metrotransit.org

or such other contact and address as Buyer may hereafter designate.

Seller and Buyer are collectively referred to herein as the "**Parties**," or generically and individually as a "**Party**."

THE PARTIES HERETO agree as follows:

2.0 PROPERTY, PARALLEL AGREEMENTS, EASEMENTS and INDEMNITY

2.1 PROPERTY

The real property that is to be sold by Seller to Buyer pursuant to this Agreement consists of:

A. Bass Lake Spur. Seller's Bass Lake Spur right of way between Milepost 435.06 near Hopkins, and Milepost 428.38 in St. Louis Park, all in Hennepin County, Minnesota. Said property is described in more detail in **Exhibit A** and shown upon the map in **Exhibit B-1** appended hereto, the "**Bass Lake Spur**," and

B. Belt Line Industrial Track. That portion of Seller's Belt Line Industrial Track located south of the Bass Lake Spur referenced in the preceding paragraph, and north of the south line of Oxford Street, all in St. Louis Park, Hennepin County, Minnesota. Said property is described in more detail in **Exhibit A** and shown upon the map in **Exhibit B-2** appended hereto, the "**Belt Line Industrial Track**;" and

C. Improvements. Subject to the rights retained or excluded by Seller pursuant this Agreement, all Seller's rights, title and interest in railroad trackage (and the appurtenances thereto), buildings, and other improvements on the Property are included in the sale by Seller to Buyer, the "**Improvements**."

The Bass Lake Spur, Belt Line Industrial Track and Improvements are collectively referred to herein as the "**Property**."

2.2 EASEMENT RIGHTS

A. Longitudinal Transmission Rights. Contemporaneous with the Closing, Buyer agrees to grant Seller an easement on the Property for the placement, operation, and maintenance of longitudinal pipelines, fiber optic cable and transmission lines (hereinafter called the "**Transmission Lines**") in the location to be determined in accordance with Section 6.1 (hereinafter called the "**Transmission Lines Easement**"). The Transmission Lines Easement shall be in the form attached hereto as "**Exhibit D**."

B. Rail Freight Operating Easement. Seller will enter into an agreement with Hennepin County Regional Railroad Authority ("**HCRRA"**) and the Council, titled the "Bass Lake Spur Freight Rail Easement Agreement" (referred to herein as the "**Freight Easement Agreement**") which is included in this Agreement by reference and attached as ("**Exhibit C**"). Pursuant to the Freight Easement Agreement, the exclusive right to use the Property for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102 (5) ("**Freight Rights**") shall be excluded from the sale of the Property by means of the Rail Freight Operating Easement conveyed by Seller to HCRRA in conjunction with the conveyance of the Property by Seller to Buyer. Said Freight Easement Agreement and easement shall be substantially in the form appended hereto as Exhibit C.

2.3 FUTURE TRACK CONNECTION

Seller acknowledges that if Buyer severs the Skunk Hollow Connection following Closing, Buyer intends to construct a new connection track from the Bass Lake Spur to Seller's MN&S Spur main line, as shown in approximation on **Exhibit B-2**. If that occurs, Seller agrees that, subject to engineering standards and approval, it will accommodate a railroad switch to said future connecting track at the point approximately in the location designed as "H" on **Exhibit B-2** and on the condition, that:

A. The cost and installation of the said rail switch installation shall be at Buyer's sole cost and expense;

B. The installation, use, and financial responsibilities for on-going maintenance related expenses, capital renewal and replacement of the railroad switch shall be encompassed by an agreement substantially in the form appended hereto as "**Exhibit H**"; and
C. The switch must be constructed within 6 years of the Closing of the sale of the Property by Seller to Buyer.

2.4 TCWR INDEMNITY

In addition to the indemnity provided by Section 5.4 below, Buyer agrees to indemnify, hold harmless and defend Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, (Seller and the forgoing are referred to as the "Seller Indemnitees", all of which shall be third party beneficiaries) for, from and against any and all actual or threatened liabilities, suits, claims, counterclaims, causes of action, or demands, related to the Claims (as defined below) asserted, brought, made or arising at or after Closing (regardless if any such Claim relates to pre-Closing or post-Closing matters or both) and asserted, brought or made by Twin Cities and Western Railroad or its directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries or, successors and assigns ("**TCWR**"), together with any and all related penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, incidental damages, special or indirect damages, punitive damages (to the extent permitted by law), amounts paid or payable in settlement, including any interest, losses, costs, and Expenses of every kind.

"Claims", as used in this Section 2.4, means actual or threatened liabilities, suits, claims, counterclaims, causes of action, or demands directly or indirectly arising out of resulting from or relating to the following:

A. this Real Estate Purchase Agreement;
B. the Freight Easement Agreement;
C. the Freight Rights;
D. the Connecting Track Agreement appended as Exhibit H;
E. the future track construction described in Section 2.3;
F. the Twin Cities Trackage Rights Agreement between Seller and 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 "**TCWR TRA**") ;
G. the Partial Assignment Agreement for Bass Lake Spur Trackage between Seller and HCRRA;
H. the Trackage Rights Agreement among Seller, TCWR, and HCRRA dated August 10, 1998 and as amended by that certain Supplement to Trackage Rights Agreement dated July 30, 2002 (collectively, the "**HCRRA TRA**");
I. the Services described in Article I of that certain Freight Rail Reimbursement Agreement No. 17M215 by and between Buyer and Seller dated February 27, 2018 (the "Reimbursement Agreement"); or
J. amendments, modifications and restatements to the foregoing and agreements, instruments and documents executed in connection with the foregoing, whether at the Closing or in the future.

For purposes of clarification and without limiting any of the foregoing, the terms of this Section 2.4 shall apply regardless of whether the Claims were caused in whole or in part by the Seller's actions or inactions. The foregoing shall apply on and after the after Closing without any limitation as to years or time after Closing. For the avoidance of doubt, the indemnity set forth in Section 9.11 of the Reimbursement Agreement shall apply to all "Claims" referred to therein prior to the Closing and for such claims such indemnity shall survive the Closing and continue to be in full force and effect.

Buyer shall pay Expenses owed to Seller and the Seller Indemnitees hereunder from time to time upon demand by Seller or any Seller Indemnitee in advance of the final disposition of any Claim.

Buyer and Seller agree to cooperate in sharing relevant information, evaluating, and responding to any Claim brought by TCWR. Buyer represents that it has full legal authority to provide the indemnity set forth in this Section 2.4.

"Expenses" means any and all expenses, including attorneys' and experts' fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) Expenses incurred by any Seller Indemnitee in connection with the interpretation, enforcement or defense of any Seller Indemnitee's rights under this Section 2.4, by litigation or otherwise.

3.0 PURCHASE PRICE, CLOSING and CONVEYANCES

3.1 PURCHASE PRICE

The purchase price for the Property (the "**Purchase Price**") shall be **TWENTY-SEVEN MILLION, FOUR-HUNDRED FIFTY THOUSAND and NO/100 DOLLARS ($27,450,000.00).** Buyer shall pay the Purchase Price, as may be adjusted pursuant to Section 10.1, to Seller via Guaranty Title, as agent for Old Republic Title Insurance Company ("**Closer**") by wire transfer or electronic funds transfer as set forth below:

Advance Payment. An Advance Payment ("Advance Payment") in the amount of $1,000,000 to be delivered to the Closer within seven business days after the Effective Date to be applied against the Purchase Price at Closing, disbursed as set forth herein or accounted for as provided in Section 8.2. Buyer shall pay all fees of the Closer associated with the Advance Payment. The Closer shall disburse the Advance Payment to Seller upon notification by Seller that the non-waivable conditions set forth in Section 3.2 A and B have been satisfied.

Balance of Purchase Price. The balance of the Purchase Price to the Closer on the Closing Date.

3.2 CONTINGENCIES

The obligations of Buyer under this Agreement are contingent upon each of the following on or prior to the dates set forth below:

A. State of Maine Filing. The Surface Transportation Board ("**STB**") has determined that the transfer of the Property is not an acquisition of a railroad line requiring STB approval under 49 U.S.C. § 10901. Section 3.2 A is a contingency of Closing that cannot be waived.

B. STB Exemption Authorization. The STB authorizes HCRRA to acquire the Freight Rail Operating Easement and common carrier rights and obligations. Section 3.2 B is a contingency of Closing that cannot be waived.

C. Other Contingencies.

1. Seller Performance. Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of all leases, easements, licenses and permits and environmental reports in Seller's possession. On or before the end of the Due Diligence Period, Buyer shall have determined that it is satisfied with its review and analysis of the documents provided hereunder.

2. Representations and Warranties. On the Closing Date, the representations and warranties of Seller contained in this Agreement shall be true as if made on the Closing Date.

3. Title and Survey. Title and survey matters shall have been found acceptable to Buyer, or been made acceptable to Buyer, in accordance with the requirements, time frames and other terms set forth herein.

4. Access and Inspection. Seller shall have allowed Buyer, and Buyer's agents, prompt, reasonable access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same from the Effective Date through the end of the Due Diligence Period (as defined herein), subject to the terms of Section 6.3 below. On or before the end of the Due Diligence Period, Buyer shall have determined that it is satisfied with its review and analysis of the documents provided hereunder.

D. Termination. With respect to the contingencies outlined in Section 3.2. C 1-4, in the event that Buyer determines, in its sole and absolute discretion, at any time on or before 60 calendar days after the Effective Date (such period, the "**Due Diligence Period**"), not to proceed with the purchase of the Property based upon any one or more of the foregoing contingencies not being satisfied, then this Agreement may be terminated by written notice from Buyer to Seller, given on or before expiration of the Due Diligence Period. If such a termination occurs, and the Advance Payment has not been disbursed to Seller, Closer shall refund the Advance Payment to Buyer with any interest that has

accrued, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest. Subject to Section 4.1 and 9.2(I) of this Agreement, if Buyer does not terminate this Agreement in accordance with this Section on or prior to the last day of the Due Diligence Period, the contingencies set forth above shall be deemed satisfied or waived and Buyer's right to terminate this Agreement pursuant to this Section for failure of such contingencies shall expire and be of no further force or effect. If Buyer exercises its right to terminate this Agreement based upon any one or more of the foregoing contingencies not being satisfied, then this Agreement shall terminate, neither party shall have any further obligations hereunder except those obligations that are specifically designated as surviving termination.

3.3 CLOSING

The closing of the conveyance of the Property (the "**Closing**") will occur after the end of the Due Diligence Period (subject to Section 8.1) and after the non-waivable contingencies in Section 3.2 A and B have been satisfied. The Parties agree that June 29, 2018 is the targeted Closing Date. If the Closing does not occur on or before June 29, 2018, Buyer shall, within five business days after the non-waivable contingencies in Section 3.2 A and B have been satisfied, notify the Seller of an alternative date of Closing. The Closing must occur no later than 6 months after the non-waivable contingencies in Section 3.2 A and B have been satisfied, unless otherwise agreed to by the Parties. The Closing will occur at the Closer's office in Hennepin County, Minnesota. At Closing, the Parties will execute and deliver the documents set forth in Section 10.3

4.0 TITLE, THIRD PARTY LEASES and LICENSES

4.1 TITLE MATTERS

Seller makes no warranty or representation with respect to the marketability or quality of its title and is not under any obligation to furnish abstracts of title, title reports, or title insurance policies in respect of the Property. During the Due Diligence Period, Buyer shall have the right to raise objections to the marketability of Seller's title. If Buyer objects to Seller's title, it must give Seller notice within the Due Diligence Period, specifying the precise nature of the alleged title defects. The notice must be accompanied by evidence of the alleged defects, in the form of a copy of an abstract of title or a title company's title commitment. If Buyer fails to give proper or timely notice, it shall be deemed to have waived its right to object (except that defects which arise subsequent to the Due Diligence Period shall not be deemed waived unless Buyer fails to give Seller notice of same promptly after it learns, or in the exercise of reasonable diligence should have learned, of them); furthermore, even if Buyer gives proper and timely notice, it shall be deemed to have waived its right to object on the basis of then existing defects not specified in the notice. Seller shall have 45 calendar days or until the Closing, whichever is less (the "**Cure Period"**), in which it may, if it so chooses, attempt to cure any defect specified in a timely and otherwise proper notice. Seller has no obligation or responsibility whatsoever to cure (or attempt to cure) any title defect. If Seller shall undertake to cure or attempt to cure any title defect, it may withdraw from such undertaking at any time without penalty; such undertaking shall not create, nor shall it under any circumstance be construed to create, any obligation whatsoever on the part of Seller to

cure any such defect. If Seller is unable or unwilling to cure any specified defect, Buyer may terminate this Agreement by giving Seller notice of termination at any time prior to the actual delivery and acceptance of the deed, which notice shall state that this Agreement is being terminated because of Seller's failure to cure title defects. By accepting delivery of the quit claim deed, Buyer shall be deemed to waive all uncured title defects.

4.2 LEASES

Except as may be reserved unto Seller pursuant to this Agreement, at and as of the Closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under any lease which:

(a) was granted by Seller (or its predecessors in interest) as lessor;

(b) is known to Seller; and

(c) includes or burdens any portion of the Property;

provided that if (i) any such lease unreasonably conflicts with Buyer's intended use of the Property, and (ii) Seller has not provided Buyer a copy of such lease in accordance with Section 3.2.C, and (iii) Buyer did not know, or in the exercise of reasonable diligence have reason to know, of the existence and material terms of such lease, and (iv) Buyer has objected to such lease by written notice to Seller within five (5) business days after the date on which Buyer received a copy, or learned or in the exercise of reasonable diligence should have learned of its existence, and (v) Seller has not cured Buyer's objections by the earlier of forty-five (45) calendar days after receiving Buyer's objection notice or the Closing, then Buyer may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller prior to Closing, or waive Buyer's objections and all rights related thereto and proceed to Closing. Any objections not made in accordance with this Section shall be deemed waived by Buyer.

If Buyer is the lessee under such a lease, that lease shall merge into the purchase as of the Closing. Also, if any lease includes property other than the Property, the assignment and assumption (or merger) shall be limited to the leasehold interest in the Property. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the Closing. Prepaid rentals shall be prorated on a per diem basis at and as of the Closing Date. In the event of a partial assignment or merger, rentals in respect of the period from and after the Closing shall be adjusted between Seller and Buyer based on the square footage of the land area of their respective interests in the leased premises; provided, however, that where the rental was established on a basis other than square footage, the adjustment shall be determined using such other basis. Seller will provide a copy of each such lease to Buyer in accordance with Section 3.2.C of this Agreement. At the Closing, the Parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such lease or leases.

4.3 EASEMENTS, LICENSES and PERMITS

Except as may be reserved unto Seller pursuant to this Agreement, at and as of the Closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under existing easements, licenses, and permits (collectively, instruments) which:

(a) were granted by Seller (or its predecessors in interest);

(b) are known to Seller; and

(c) include or burden any portion of the Property.

provided that if (i) any such instrument unreasonably conflicts with Buyer's intended use of the Property, and (ii) Seller has not provided Buyer a copy of such instrument in accordance with Section 3.2.C, and (iii) Buyer did not know, or in the exercise of reasonable diligence have reason to know, of the existence and material terms of such instrument, and (iv) Buyer has objected to such instrument by written notice to Seller within five (5) business days after the date on which Buyer received a copy, or learned or in the exercise of reasonable diligence should have learned of its existence, and (v) Seller has not cured Buyer's objections by the earlier of forty-five (45) calendar days after receiving Buyer's objection notice or the Closing, then Buyer may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller prior to Closing, or waive Buyer's objections and all rights related thereto and proceed to Closing. Any objections not made in accordance with this Section shall be deemed waived by Buyer.

There shall be no proration of prepaid rentals, prepaid fees, or other prepaid charges in respect of any such instrument. If such an instrument pertains in part to property other than the Property, the assignment and assumption shall be limited to the interest the instrument creates in the Property. In the event of such partial assignment, the rentals, fees, and other charges which come due after the Closing shall be allocated between Seller and Buyer based on the square footage of the land area of their respective interests in the property affected by the instrument; provided, however, that where the rental, fee, or other charge was established on a basis other than square footage, the adjustment shall be determined using such other basis. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the Closing. Seller will provide a copy of each such instrument to Buyer in accordance with Section 3.2.C of this Agreement. At the Closing, the Parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such instrument or instruments.

5.0 ENVIRONMENTAL CONDITIONS and RESERVATIONS

5.1 DEFINITIONS

As used herein, the follow capitalized terms are defined as follows.

"**Claim**" or "**Claims**", as used in this Section 5.0, means all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, losses, costs, and expenses of every kind

(including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any of the foregoing).

"**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Minnesota Environmental Responsibility and Liability Act, Minn. Stat. §§ 115B.01-.20, and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C, all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

5.2 AS IS, ALL FAULTS and NO REPRESENTATION BY SELLER

Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that:

A. Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or any representation or warranty regarding the environmental condition of the Property);

B. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents, or employees with respect to the condition or value of the Property;

C. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing and not any representations of the Seller; and

D. The condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property,

whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

5.3 RELEASE

Buyer, for itself, its employees, divisions, agents, affiliates, predecessors, successors and assigns, and all future owners of the Property or any interest therein, and anyone acting on its behalf or their behalf, hereby fully releases and forever discharges, and covenants and agrees not to sue, Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf, from any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Property, including without limitation any Claims relating to the condition of the Property, including the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property. Further, Buyer, for itself, its employees, division, agents, affiliates, subsidiaries, predecessors, successors, and assigns, and all future owners of the Property or any interest therein, and anyone acting on its behalf or their behalf, hereby waives any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law or arising at common law, in equity or under a federal, state or local statute, rule or regulation) Buyer or such other parties had, has or may have against Seller and its respective directors, officers, stockholders, employees, division, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the Property, including without limitation any Claims relating to the condition of the Property, the presence of any Hazardous Substances on the Property, or any migration of any Hazardous Substance to or from the Property. For purposes of clarification, and without limiting any of the foregoing, the terms of this Section 5.3 shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

5.4 INDEMNITY

Buyer agrees to indemnify, hold harmless and defend Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, from and against any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Property, including without limitation any Claims relating to the condition of the Property, the presence of any Hazardous Substance on the Property, or any migration of any Hazardous Substance to or from the Property. For purposes

of clarification and without limiting any of the forgoing, the terms of this Section 5.4 shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

5.5 RESTATEMENT IN DEED

The provisions of Sections 5.1 through 5.3 shall run with the land and will be restated in the deed appended hereto as **Exhibit E**, except that Seller will be referred to as Grantor and Buyer as Grantee.

6.0 SURVEY; SUBDIVISION PLATS; RIGHT OF ENTRY

6.1 SURVEY

Buyer shall, at its expense, obtain a survey of the Property. The survey shall be prepared by a surveyor registered in the State of Minnesota. If the Property is registered (i.e., Torrens) land, or if a certified survey is required by law, the survey shall be duly certified. The survey shall show and describe the Property to be sold and the land to be encumbered by the Transmission Lines Easement. The narrative property legal description or descriptions generated by the survey, the "**Legal Description**," shall be appended to the conveyance and other documents contemplated by this Agreement.

Buyer shall deliver the survey to Seller during the Due Diligence Period. Seller shall have 15 calendar days in which to disapprove the survey by giving written notice to Buyer of the matters which render the survey or such location unacceptable ("**Seller's Notice of Objections**"). During the Due Diligence Period, Buyer has the right to raise objections with the Seller about the survey and prior to the end of the Due Diligence Period shall give written notice to Seller of the matters which render the survey unacceptable ("**Buyer's Notice of Objections**"). If Buyer or Seller fails to give such notice, the survey shall be deemed approved by such Party. If Buyer gives Buyer's Notice of Objections, Seller shall have 45 calendar days or until the Closing, whichever is less, in which Seller may, but shall not be obligated, to remedy or attempt to remedy Buyer's objections. If Seller does not, or is unwilling to, remedy any such objection within such time period, Buyer may terminate this Agreement by written notice to Seller prior to Closing. If Seller gives Seller's Notice of Objections, Buyer shall make a good faith attempt to remedy such matters and shall, within 10 calendar days of Seller's notice, deliver a revised survey to Seller. Seller shall have 10 calendar days in which to disapprove the revised survey by giving Buyer notice of the matters which render it unacceptable. If Seller fails to give such notice, the survey shall be deemed approved. If Seller gives such notice, this Agreement shall thereupon terminate unless Seller, at its option, shall agree in writing to permit Buyer to make additional revisions to the survey.

6.2 SUBDIVISION PLATS

Buyer will be responsible for preparing, at its expense, any survey or plat required by any governmental authority (including any survey or plat of Seller's property contiguous to the Property), where such survey or plat is required in connection with or as a consequence of, Buyer's purchase of the Property. The survey or plat shall not be filed or recorded until Seller has approved it.

6.3 RIGHT OF ENTRY

During the Due Diligence Period, Buyer (and its employees, agents, and contractors) may enter the Property and, to the extent necessary to effectuate the purposes of this Section 6.3, Seller's land in the vicinity of the Property (such land and the Property being referred to, collectively, as the Site), for the purpose of conducting soil tests, environmental tests, and a survey, subject to the terms and conditions of a right of entry agreement in the form of **Exhibit I** hereto, to be executed by the Parties before Buyer (or its employees, agents, and contractors) enter the Site.

7.0 BUYER'S OBLIGATIONS – STATE OF MAINE FILING WITH STB

Buyer shall file with the U.S. Surface Transportation Board ("STB") a petition seeking a declaratory order that the Buyer's acquisition of the Property is not subject to STB approval, commonly referred to as a "State of Maine" petition in reference to the decision in *Me., Dep't of Transp. – Acquisition & Operation Exemption-Me. Cent. RR. 8 I.C.C.2d 835 (1991).* The date on which the STB issues a decision that the acquisition of the Property by Buyer would not be an acquisition of a railroad line that would require Board authorization under 49 U.S.C. § 10901 and would not cause the Buyer to become a rail carrier under the Interstate Commerce Act shall be referred to as the "**Buyer's STB Approval Date**."

8.0 TERMINATION, DEFAULT and REMEDIES

8.1 ENVIRONMENTAL: PARTIES' RIGHT TO TERMINATE

Either Party may terminate this Agreement at any time prior to the delivery of the deed if it determines, in the exercise of its sole and absolute discretion, that circumstances related to Hazardous Substances render the sale inadvisable. If such a termination occurs, and the Advance Payment has not been disbursed to Seller, Closer shall refund the Advance Payment to Buyer with any interest that has accrued, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest.

The Closing of the sale, if it occurs, is not, and shall not be construed as, an actual or implied representation or warranty by Seller as to the condition of the Property or the absence of Hazardous Substances.

8.2 DEFAULT and REMEDIES

A. Notice and Cure. If either Party defaults under this Agreement, then the other Party shall notify the defaulting Party in writing of the default and specify the requirements to correct the default. The defaulting Party shall have twenty (20) calendar days from the date of the notice to correct the default. If the default is not corrected in that time, the defaulting Party shall be in breach of this Agreement.

B. Seller Default. In the event of breach by the Seller prior to Closing including, but not limited to, a failure to close under Section 3.3, Buyer's sole and exclusive remedy is to, either:

i. terminate this Agreement by written notice to Seller, in which case Closer shall refund the Advance Payment to Buyer if the Advance Payment has not been disbursed to Seller, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest, or

ii. seek to enforce specific performance of Seller's obligations under this Agreement in any court having jurisdiction, provided, however, such action is brought, if at all, within six (6) months after Seller's default and that in the event specific performance is unavailable because Seller has sold the Property to a third party or conveyed a incompatible easement to a third party, Buyer shall have all remedies available to it under law or at equity.

C. Buyer Default. In the event of breach by the Buyer prior to Closing including, but not limited to, a failure to close under Section 3.3, Seller's sole and exclusive remedy is to terminate this Agreement by written notice to Buyer, in which case (i) Closer shall disburse the Advance Payment to Seller if the Advance Payment has not been disbursed to Seller, and if the Advance Payment has been disbursed to Seller, Seller shall be entitled to irrevocably and unconditionally retain the Advance Payment; and (ii) Buyer shall pay an additional $100,000 to Seller.

9.0 REPRESENTATIONS and COVENANTS

9.1 REPRESENTATIONS BY PARTIES

Notwithstanding anything herein to the contrary, each Party warrants and represents to the other Party that:

A. Authority. The Party has full power and authority to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereunder.

B. Duly Executed. This Agreement has been duly executed and delivered by it and constitutes a legal, valid, and binding obligation of enforceable against it in accordance with its terms.

C. Brokers and Agents. It has not retained any real estate broker or agent in connection with this transaction. If any real estate broker or agent can establish a valid claim for

commission or other compensation in connection with this transaction, such commission or other compensation shall be paid by the Party engaging said broker or agent.

D. Breach of Representation or Warranty. Each Party shall immediately advise the other Party in writing if, subsequent to the date of this Agreement and prior to the Closing, the Party (the "**Breaching Party**") learns that any of the representations and warranties set forth in this Section 9 or its subparts are no longer true or correct. In such event (unless the Breaching Party elects to cause and does cause the representation and/or warranty to again become true or correct prior to the Closing), the other Party shall have the right to terminate this Agreement at or prior to the Closing upon written notice to the Breaching Party.

9.2 ADDITIONAL REPRESENTATIONS BY SELLER

In addition to the representations set forth in Section 9.1, Seller warrants and represents to Buyer that:

A. Litigation. There is no litigation pending or, to Seller's knowledge, threatened against or with respect to the Property to Seller's knowledge, except as may be specified herein.

B. Condemnation. To Seller's knowledge (without duty of inquiry or investigation), there is no condemnation or similar proceeding currently pending or threatened against the Property.

C. Mechanics' Liens. There is not and has not been any work performed in, on or about the Property nor have materials been provided which have not been paid for in full or which could give rise to a mechanics' or materialmen's lien under applicable state law.

D. Underground Storage Tanks. To Seller's knowledge (without duty of inquiry or investigation), there are no underground storage tanks on, in or under the Property except as disclosed in writing by the Seller to Buyer.

E. Well and Sewage Treatment System Disclosures. That to Seller's knowledge there are no wells on the Property. Seller states that to Seller's knowledge there is no individual sewage treatment system, as defined in Chapter 115.55 of the Minnesota Statutes, on or serving the Property.

F. Leases, Licenses, and Permits. To the knowledge of Seller's Director of Real Estate - US, there are no leases, licenses or permits other than those that have been disclosed to Buyer pursuant to Sections 3.2.C, 4.2 and 4.3, which would materially conflict with Buyer's intended use of the Property.

G. Bankruptcy; Creditors. Seller has not:

i. made a general assignment for the benefit of creditors;

ii. filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors;

iii. suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets;

iv. suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets;

v. admitted in writing its inability to pay its debts as they come due; or

vi. made an offer of settlement, extension or composition to its creditors generally.

H. Blocked Person. Seller is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code. Neither Seller nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (each, a "**Blocked Person**"), and, to the best of Seller's knowledge, neither Seller nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

I. Date-Down to Closing. All representations and warranties of Seller contained in this Agreement, and all statements, exhibits, and documents, delivered pursuant hereto or in connection with the transaction contemplated hereby, will be accurate and complete as of the date when made and shall be deemed to be made again at and as of the date of Closing, and shall be true and accurate in all respects. If Buyer is aware, prior to Closing, that any such representations and warranties are inaccurate or incomplete, it will have the right, among other remedies, to terminate this Agreement upon written notice to Seller. Notwithstanding the foregoing, all representations and warranties set forth herein shall survive Closing for a period of one year (during which period any action based upon an alleged breach of such representations or warranties must be brought, if at all) and shall not be merged in the Deed.

9.3 SELLER'S COVENANTS

Until the Closing, or until this Agreement is terminated pursuant to the terms hereof, Seller covenants and agrees as follows:

A. Changes. Keep Buyer informed in writing of any significant decisions or developments concerning the Property.

B. Compliance. Comply in all material respect with all laws applicable to the ownership, use, occupancy, or operation of the Property.

C. Violations. Promptly inform Buyer upon receiving any notice or knowledge of any existing or alleged material violation of or non-conformity with any law, rule or regulation relating to the Property, and/or the ownership, use, occupancy, or operation

thereof, or any restriction, condition, covenant, or agreement concerning Seller and which relates to the Property, and/or the ownership, use, occupancy, or operation thereof.

D. Proscribed Activities. Prior to Closing, Seller shall not do any of the following without Buyer's prior written consent, which consent will not be unreasonably withheld:

i. Mortgage, pledge, subject to lien or other encumbrance, or sell or transfer any of the Property;

ii. Perform or consent to any exploration or development of any oil and gas or minerals in the Property;

iii. Enter into any easement, property lease, grazing lease, hunting, recreational, trailing or exchange of use arrangements or agreements relating to the Property, regardless of value or duration.

10.0 EXPENSES, CLOSING ADJUSTMENTS and CLOSING DOCUMENTS

10.1 EXPENSES

A. Escrow. Should the Parties agree to close in escrow to effectuate a Section 1031 Exchange by Seller, Seller will pay all related fees and charges in connection with the escrow.

B. Real Estate Taxes. All real estate taxes and installments of special assessments due and payable in the years prior to the Closing (including any penalties or interest) shall be paid by Seller on or before the Closing. The total real estate tax bill due and payable in the year in which the date of Closing occurs will be prorated on a per diem basis as of the Closing, using the most recent tax bill; such proration shall be final and binding on Seller and Buyer and there shall be no post-closing adjustment. Taxes payable in any year after Closing shall be the responsibility of the Buyer. There will be no proration to the extent the payment of such taxes has been assumed by a lessee under a lease that will be assigned to Buyer or merged into the purchase.

C. Transfer Taxes And Fees. Buyer will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all transfer taxes, excise taxes, sales taxes, use taxes, and fees incidental to the transfer of the Property or the recordation or filing of the deed.

D. Special Assessments. Buyer will assume responsibility for paying any special assessment (or installment thereof) where the due date for payment is after the Closing.

E. Buyer's Expenses.

i. Title Search and Exam

ii. Assessment Search

iii. Deed Transfer Taxes

iv. Mortgage Registration Taxes

v. Mortgage Lien recording fees

vi. Like-kind exchange fees

vii. Document recording fees

viii. The Closer's fee, if any, for Closing this transaction, except to the extent provided in Section 10.1.A.

F. Other Expenses. Except as provided to the contrary herein, and except as provided in the Service Agreement for Preliminary Engineering Activities (the "Service Agreement") entered into on September 27, 2013 between Seller and Buyer (No.12M035) as amended from time to time or the Reimbursement Agreement, each Party shall assume and pay for any attorney or legal fees that it may contract for in connection with this Agreement.

10.2 CLOSING, PAYMENTS and CONVEYANCES

A. Payment to Seller. At Closing, Buyer shall pay to Seller the Purchase Price set forth in Section 3.1, less adjustment chargeable to Seller pursuant Section 10.1.

B. At Closing, the Parties shall execute and deliver the documents set forth in Section 10.3.

10.3 CLOSING DOCUMENTS

At Closing, the Parties shall execute, acknowledge and deliver to the other Party the following documents:

A. Freight Rail Easement. The exclusion and reservation by Seller of the exclusive right to use the Property for the provision of service as a rail carrier pursuant to the Freight Rail Easement Agreement and the transfer of said rights by Seller to HCRRA shall be memorialized at or prior to Closing in substantially the form appended hereto in"**Exhibit C**".

B. Transmission Lines Easement. The Transmission Lines Easement granted by Buyer to Seller in substantially the form of the attached **Exhibit D**. The legal description to be incorporated into the easement shall be derived from the Survey required in Section 6.1.

C. Quit Claim Deed. Seller shall convey title to the Buyer by means of a Quit Claim Deed in substantially the form of the attached **Exhibit E**. The legal description to be incorporated into the deed shall be derived from the Survey required in Section 6.1.

D. Seller's Affidavit. Seller shall deliver to Buyer and any title company engaged by Buyer a Seller's Affidavit in the form set forth in **Exhibit F**.

E. Non-Foreign Affidavit. Seller shall execute and deliver to Buyer an affidavit stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 in substantially the form set forth in **Exhibit G**.

F. IRS Forms. The appropriate Federal Income Tax reporting form, if any is required.

G. Assignment of Leases, Easements, Licenses, and Permits. An assignment of leases, easements, permits and licenses (the "**Assignment**").

H. Security Deposits and Prepaid Rents. Seller's rights to any security deposits and prepaid rents held by Seller pursuant to any of the leases, licenses and permits, and to which Buyer is entitled under this Agreement, including valid transfers of any noncash securities or documents held for such purposes, together with notices to tenants and third parties of such transfers.

I. Well Certificate. If there are "Wells" on the Property (as defined by Minn. Stat. § 103I), a Well Certificate in the form required by law.

J. Storage Tanks. Any affidavit required by Minn. Stat. § 116.48.

K. Individual Sewage Treatment Systems. Any disclosure statement required by Minn. Stat. § 115.55.

L. Closing Statement. A Settlement Statement prepared by the Closer consistent with the provisions of this Agreement.

M. Trackage Rights Assignments. The Partial Assignment Agreement for Bass Lake Spur Trackage between Seller and HCRRA in substantially the form set forth in **Exhibit J**.

N. Other Closing Documents. Each Party shall deliver to the other such other documents and take such other actions, if any, as are reasonably required to close the transaction contemplated by this Agreement.

11.0 MISCELLANEOUS

11.1 MERGER

Except for the Service Agreement and Reimbursement Agreement, all prior representations or previous agreements made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or their agents to modify the terms and conditions of this Agreement.

11.2 SEVERABILITY

Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

11.3 BINDING AGREEMENT

This Agreement shall inure to the benefit of and be binding upon the Parties and, as applicable, their respective heirs, representatives, successors, and permitted assigns/designees.

11.4 AMENDMENT and WAIVER

This Agreement may not be modified or amended, nor may any term or provision be waived or discharged except in writing signed by the Party or Parties against whom such amendment, modification, waiver or discharge is sought to be enforced. The waiver by any Party of any breach by another Party of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof by such Party, nor shall any failure to enforce any provision operate as a waiver of such provision of any other provision.

11.5 HEADINGS

The headings and subheadings contained in this Agreement are for convenience only and shall not control or effect the meaning, construction or interpretation of any provision hereof.

11.6 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with, and be governed by, the laws of the State of Minnesota.

11.7 NOTICES

Any and all notices and demands by any Party hereto to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if (a) personally delivered with a receipt obtained from the person receiving the notice, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (c) via facsimile, or (d) if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered, delivered by facsimile, or delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner. Any notice or demand to a Party shall be addressed to the addresses contained in Section 1.0 of this Agreement. The Parties and Closing Agent may change their address for receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

11.8 SURVIVAL

All covenants, agreements, obligations, and undertakings made by Seller and Buyer in or pursuant to this Agreement, the Service Agreement and the Reimbursement Agreement shall survive the Closing, whether so expressed in the immediate context of any such covenant, agreement, obligation or undertaking.

11.9 TIME OF THE ESSENCE; NO PRECEDENT

The Parties agree that time is of the essence in this Agreement. The Parties further agree that the Purchase Price and other terms and conditions in this Agreement are not binding upon the Parties with respect to any other transaction, and shall not be deemed to establish any precedent or comparable with respect to any other transaction, in which the Parties may be involved now or in the future.

11.10 ASSIGNMENT

A. By Buyer: Subject to the Seller's advance written approval, Buyer may assign its rights under this Agreement. Seller's objections shall be limited to the financial ability of any assignee proposed by the Buyer to comply with the terms of this Agreement, which ability shall be determined by Seller in Seller's sole judgment.

B. By Seller: Seller may assign its rights, but not its obligations, to a Qualified Intermediary for the purpose of effecting a like-kind exchange pursuant to the applicable rules and regulations of the Internal Revenue Service and subject to the condition that Buyer's obligations or interests to be acquired herein shall not be conditioned, diminished or delayed pursuant such as transfer.

11.11 COUNTERPARTS

Facsimile signatures will be treated as original signatures and this Agreement may be signed in separate counterparts, which will be treated as one agreement.

[Signatures on next page.]

12.0 SIGNATURES

THE PARTIES HERETO have caused this Agreement to be executed and effective as of the date first above written:

BUYER: **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota

By _____

Its _____

Date: _____

SELLER: **SOO LINE RAILROAD COMPANY**
doing business as Canadian Pacific

By _____

Its _____

Date: _____

ATTACHMENTS:

Exhibit A	General Description of the Property
Exhibit B-1	Map of Bass Lake Spur property
Exhibit B-2	Map Belt Line Industrial Track property
Exhibit C	Bass Lake Spur Freight Rail Easement Agreement
Exhibit D	Form of Grant to Seller of Transmission Lines Easement
Exhibit E	Form of Quit Claim Deed
Exhibit F	Form of Seller's Affidavit
Exhibit G	Form of Seller's FIRPTA statement
Exhibit H	Form of Connecting Track Agreement
Exhibit I	Form of Right of Entry Agreement
Exhibit J	Form of Partial Assignment Agreement for Bass Lake Spur Trackage

Exhibit A: General Description of the Property

A. That certain line of railroad extending easterly from Point "A" at Milepost 435.06 near Hopkins, Minnesota, 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, 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 B-1: Map of Bass Lake Spur Property

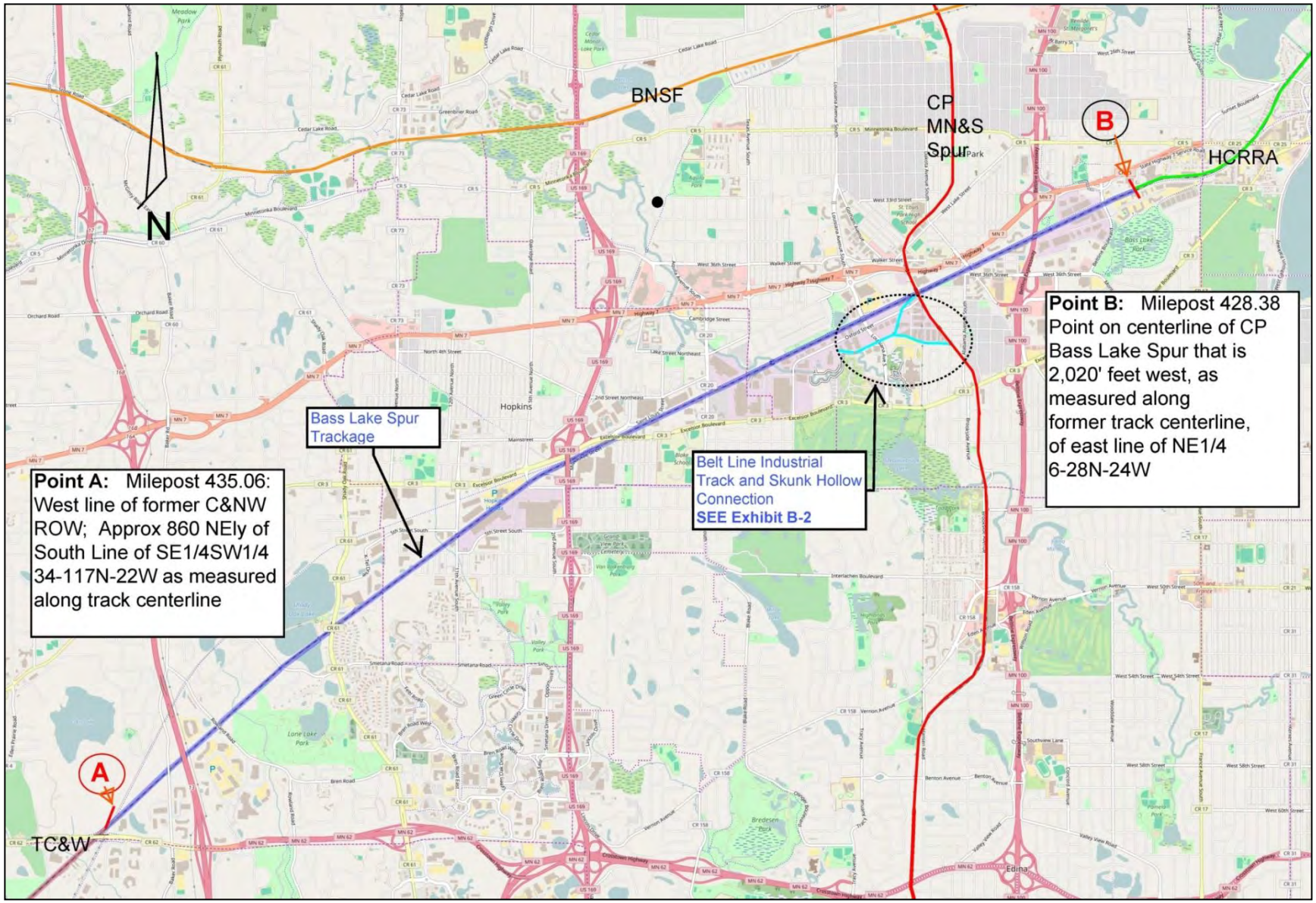


Exhibit B-2: Map of Belt Line Industrial Track property

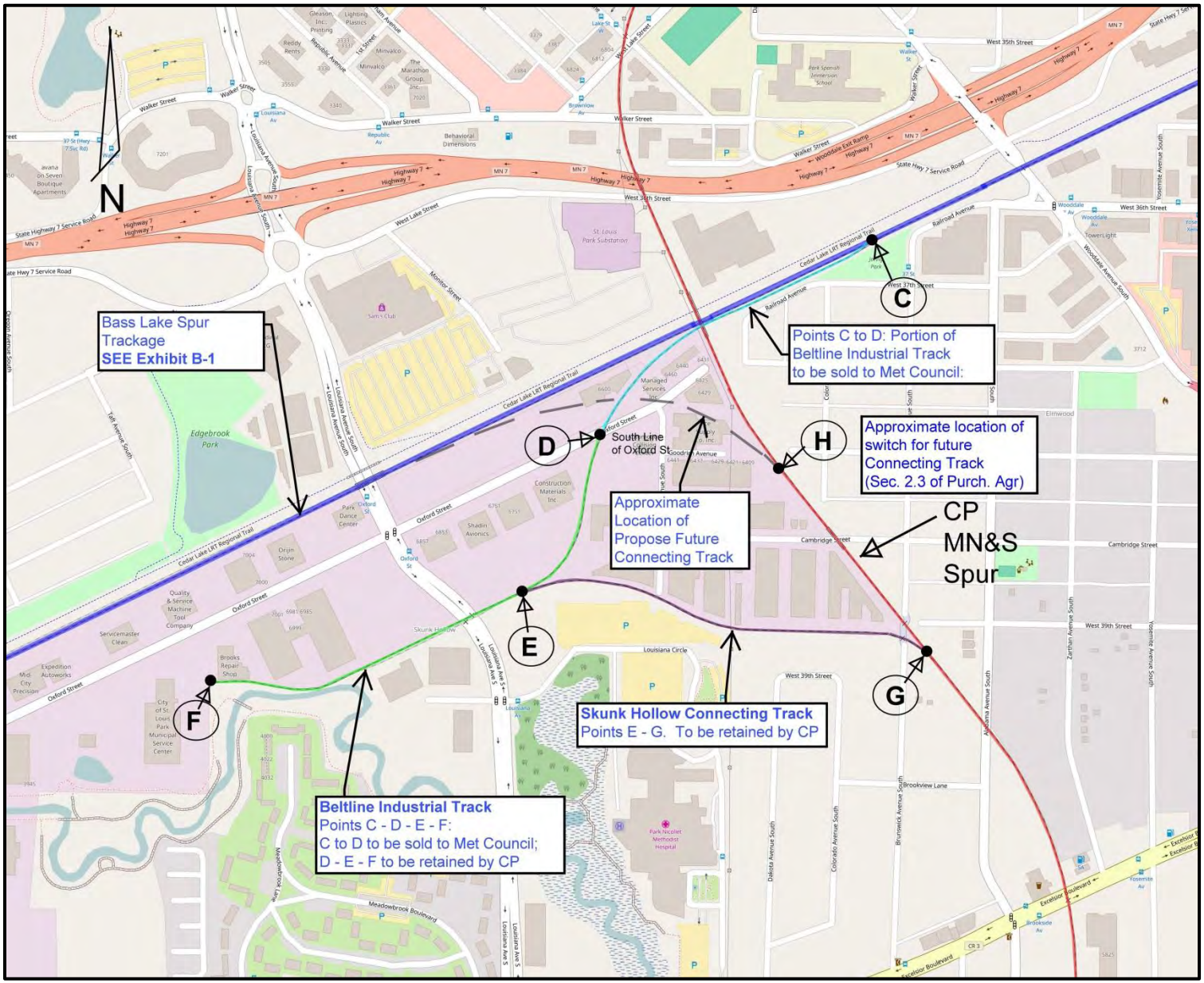


Exhibit C: Form of Grant of Freight Easement Rights

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 HCCRA to CP within 48 hours after conveyance of the Easement to HCCRA.

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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

Date: _____

By: _____
Executive Director

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”.

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

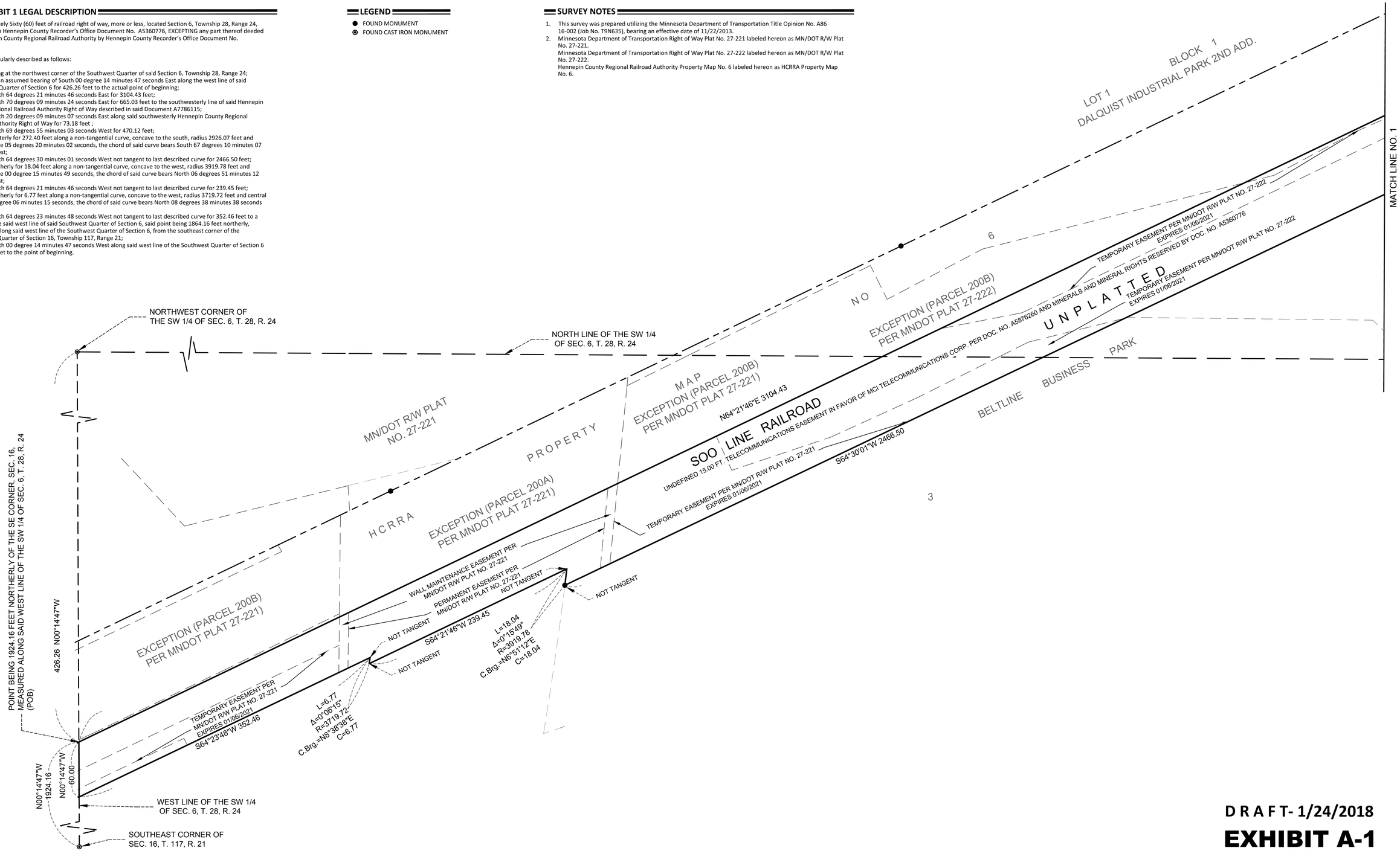
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 1 OF 3

Jan. 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

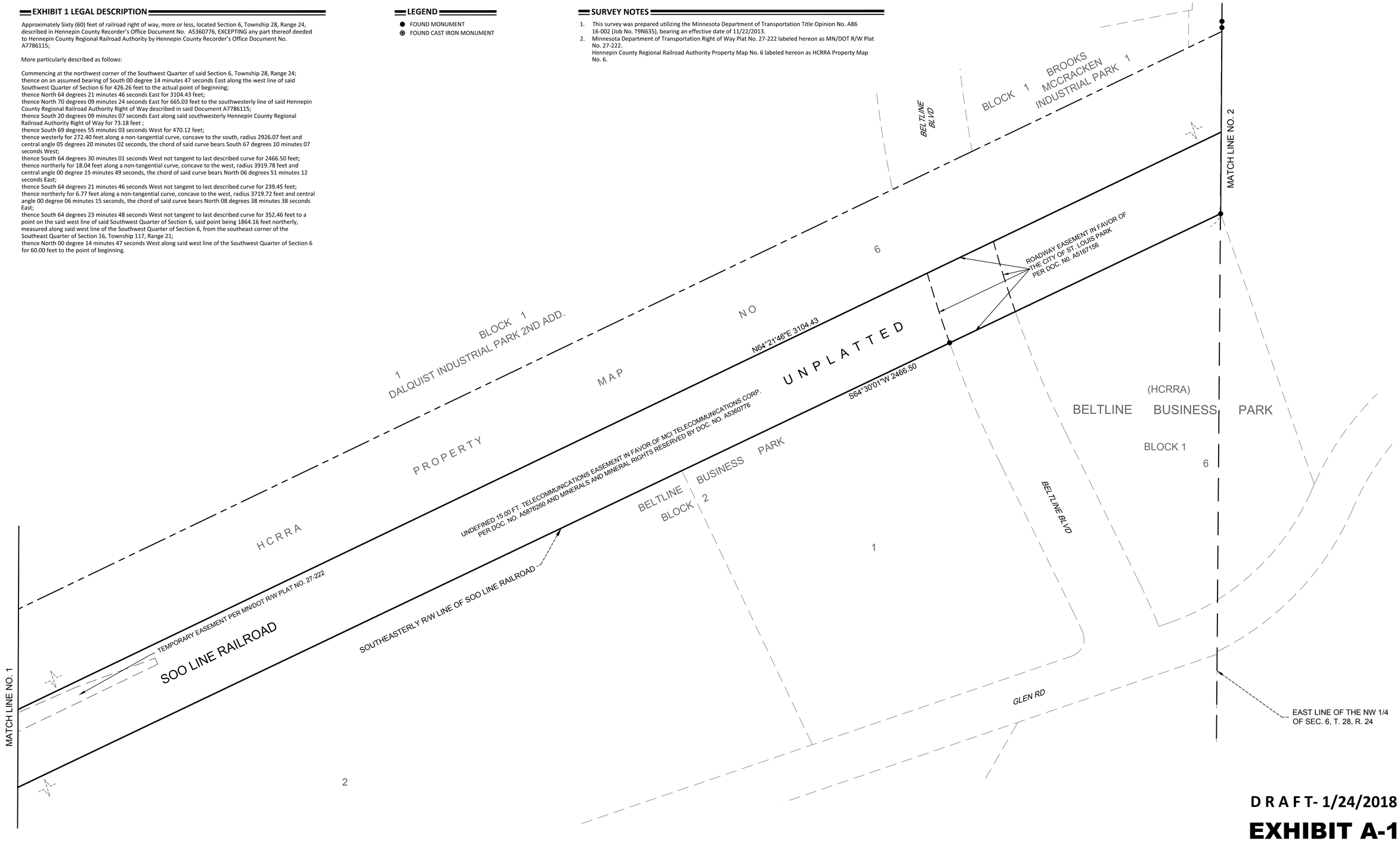
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24; thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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AECOM

SHEET 2 OF 3

Jan, 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

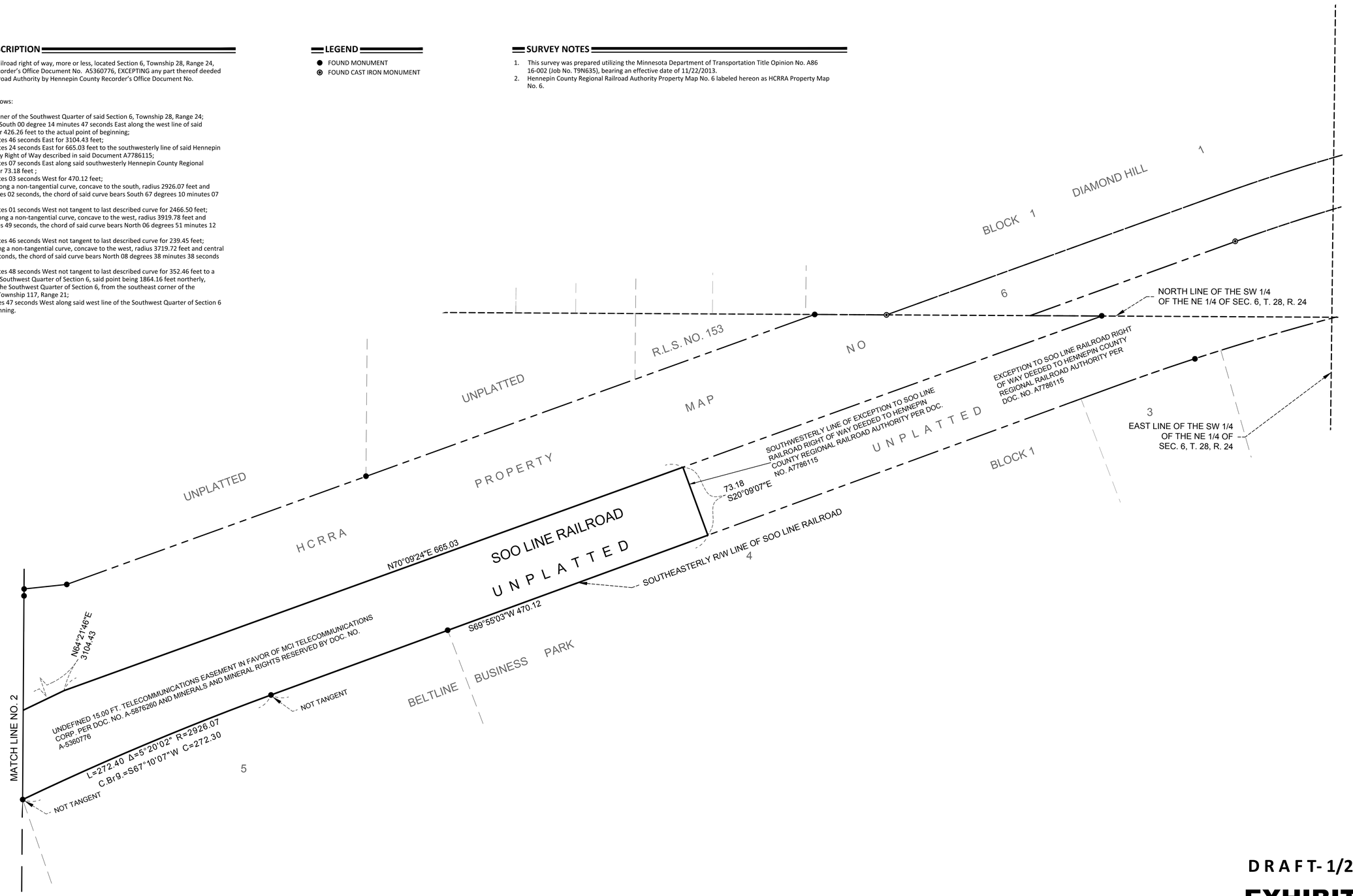
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 3 OF 3

Jan, 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

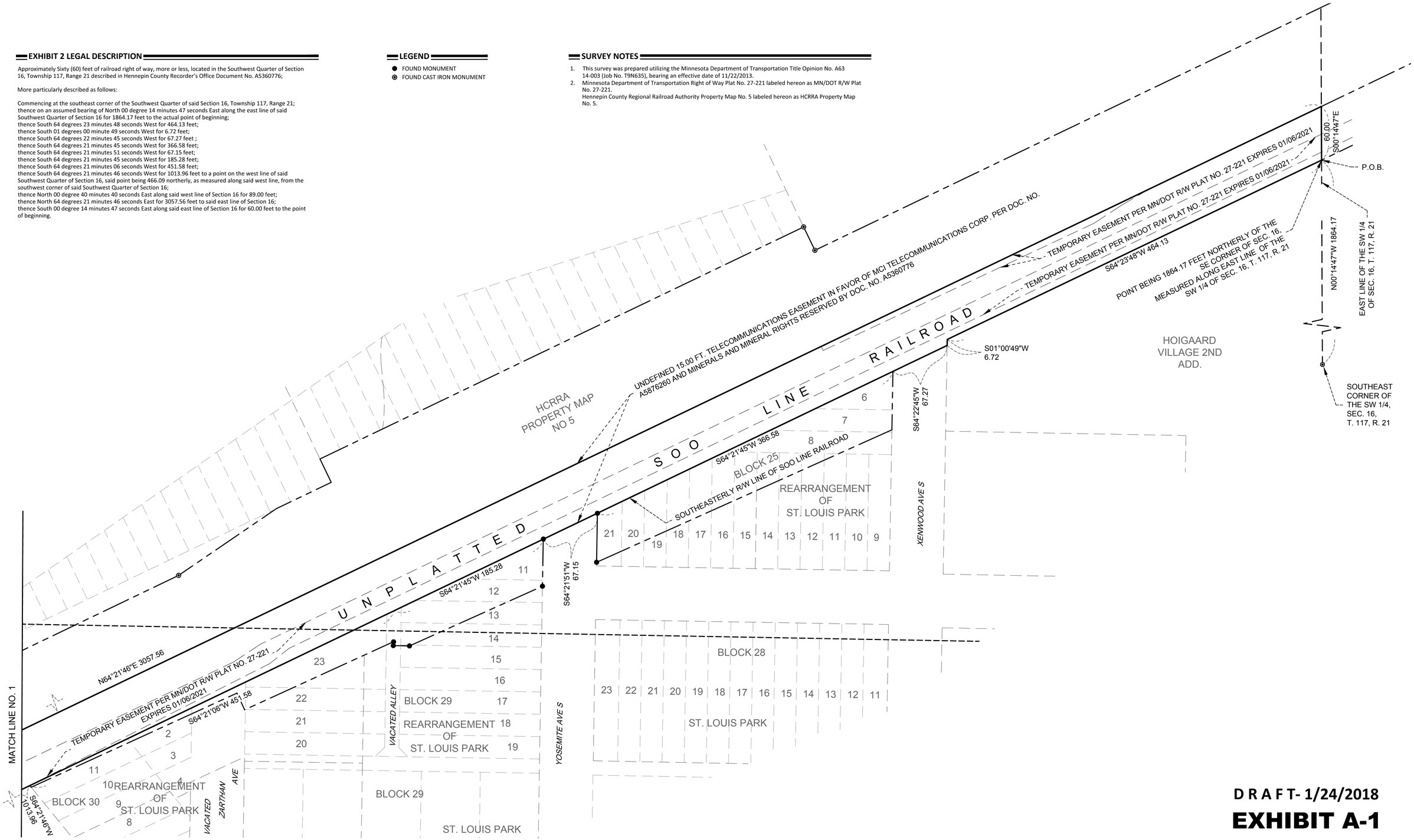
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Hennepin County Regional Railroad Authority Property Map No. 5 labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 1 OF 2

Jan, 24 2018 03:35 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX2_16-117-21\16-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

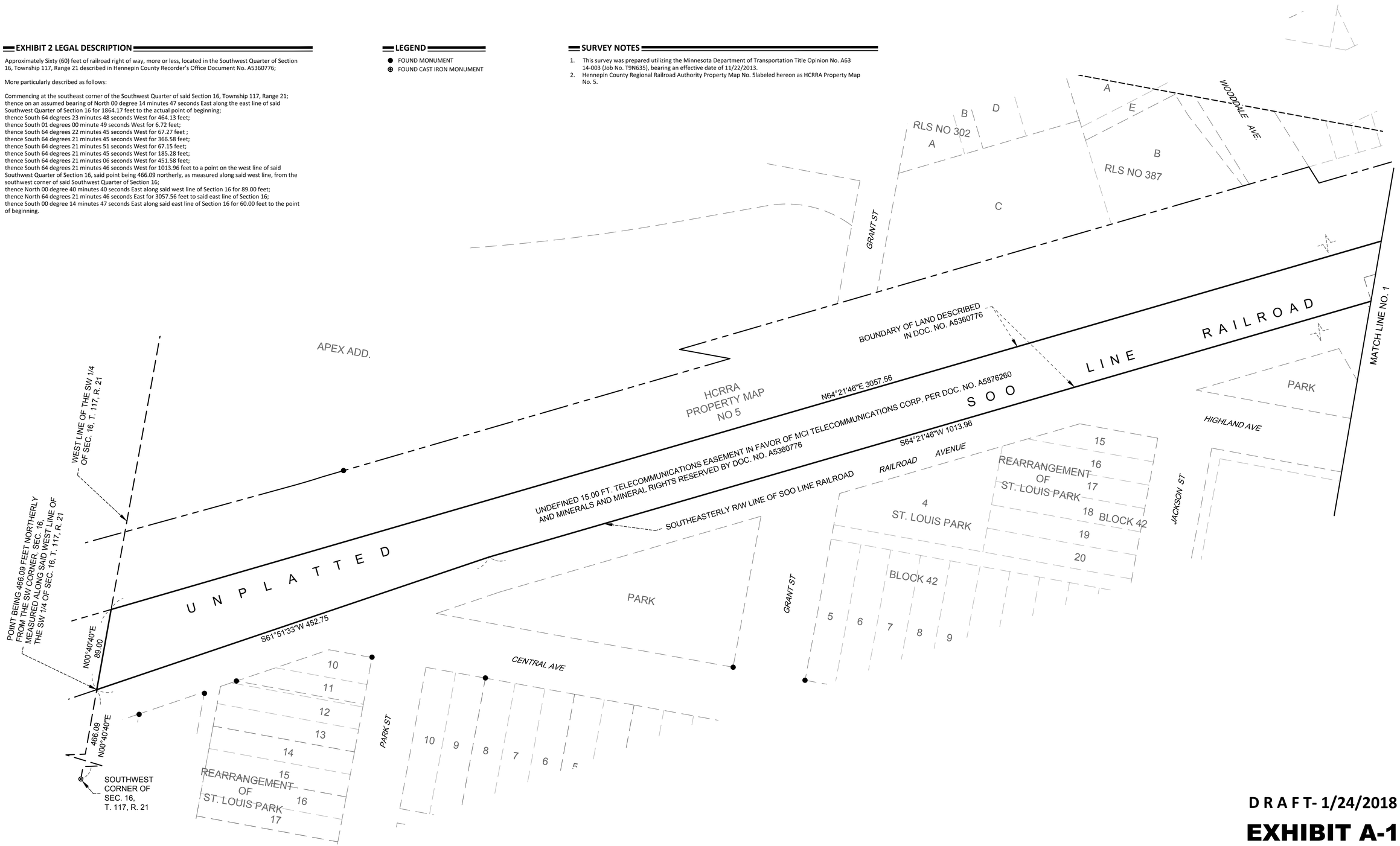
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21; thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 5labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

SHEET 2 OF 2

Jan, 24 2018 03:37 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX2_16-117-21\16-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

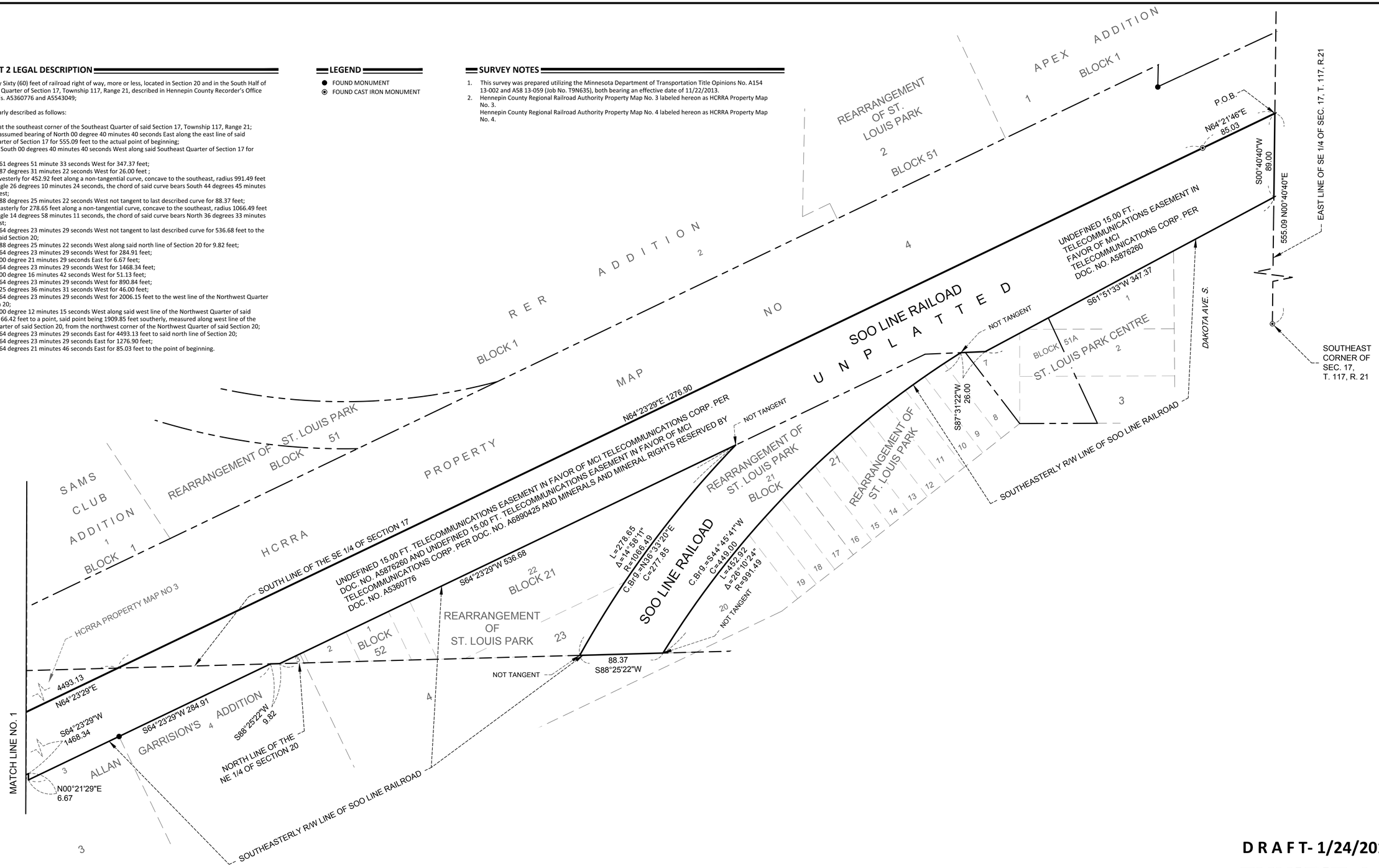
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21; thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.
   Hennepin County Regional Railroad Authority Property Map No. 4 labeled hereon as HCRRA Property Map No. 4.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan, 24 2018 03:48 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

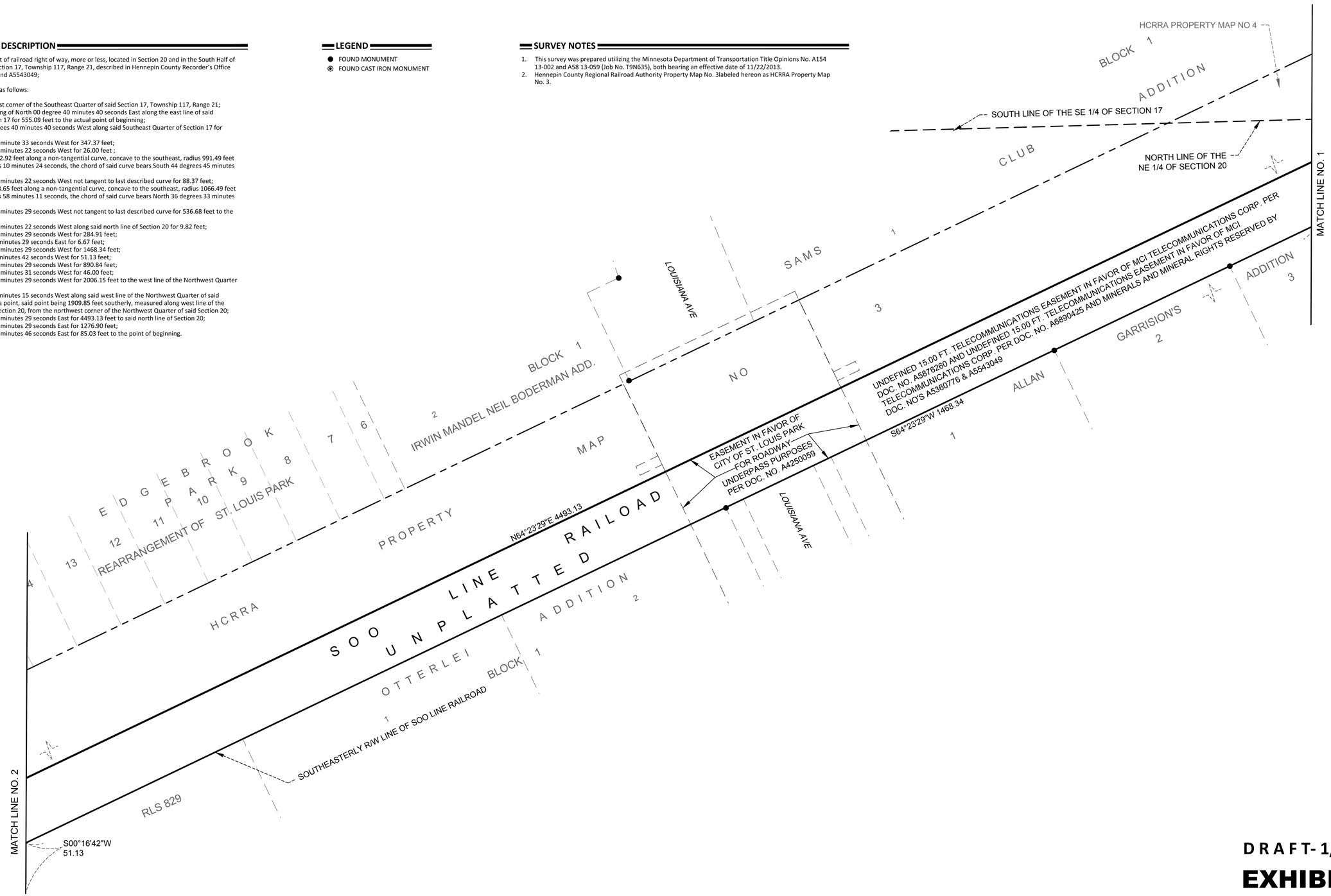
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21; thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3labeled hereon as HCRRA Property Map No. 3.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

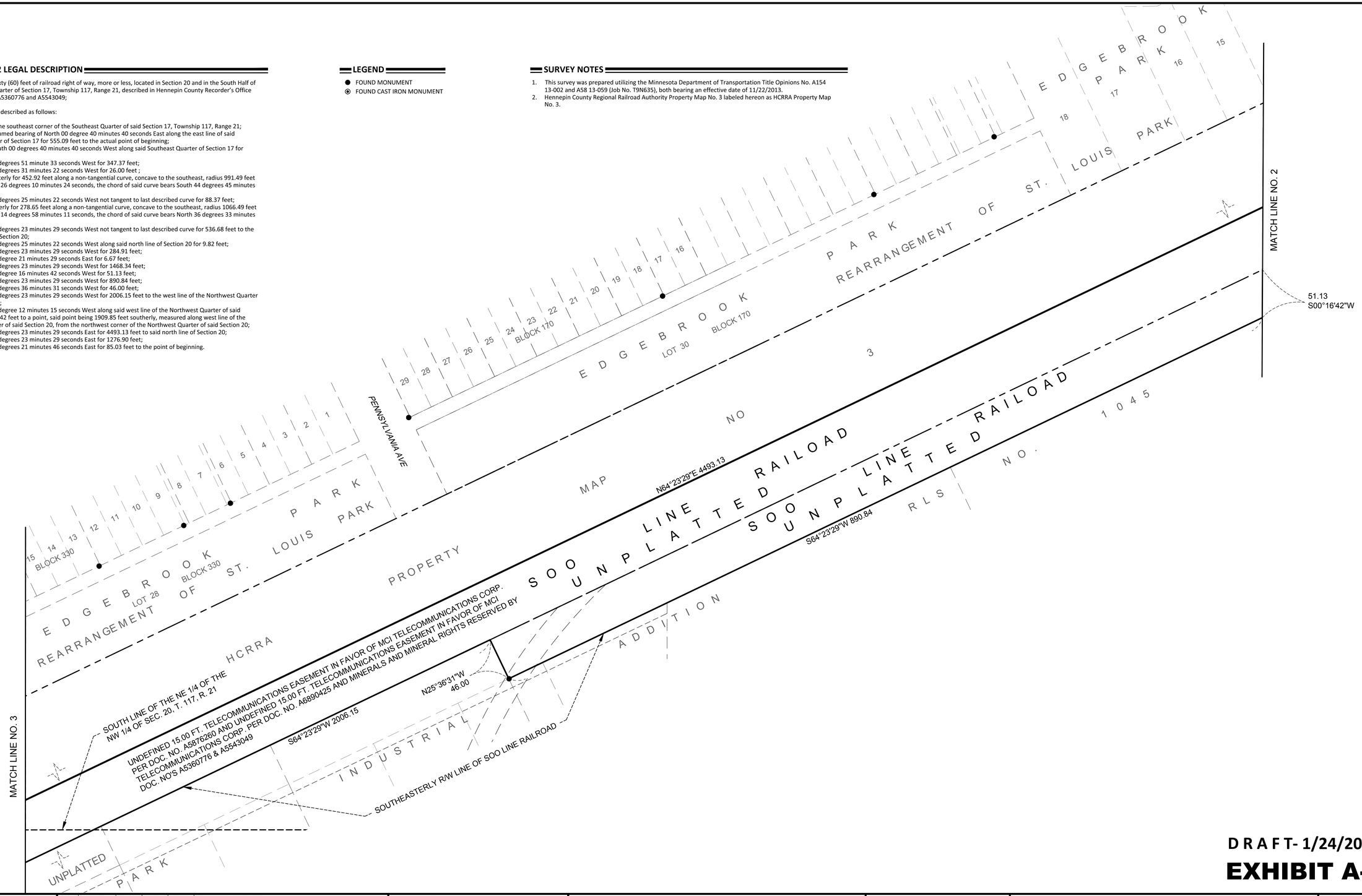
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 4

Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

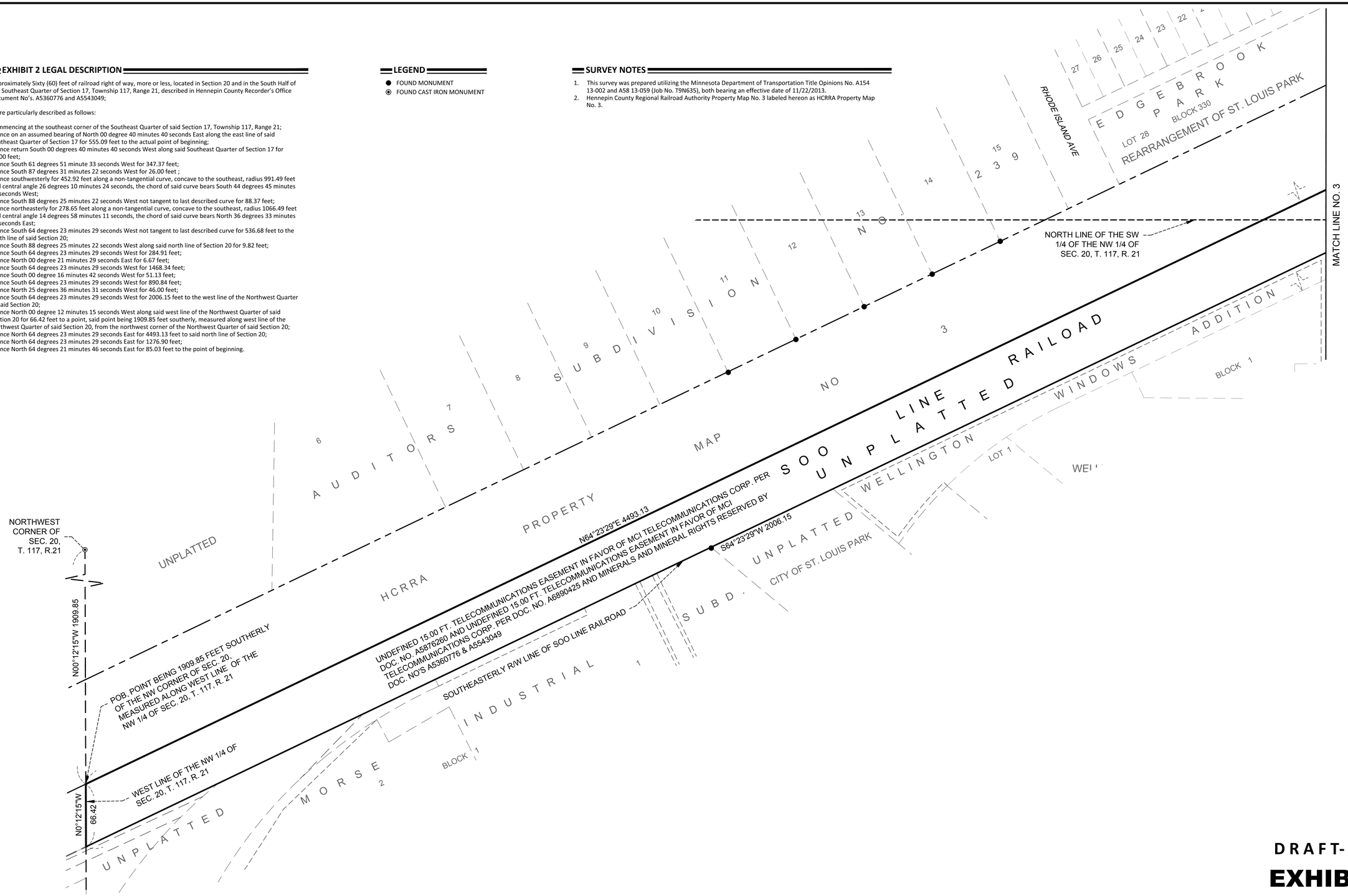
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

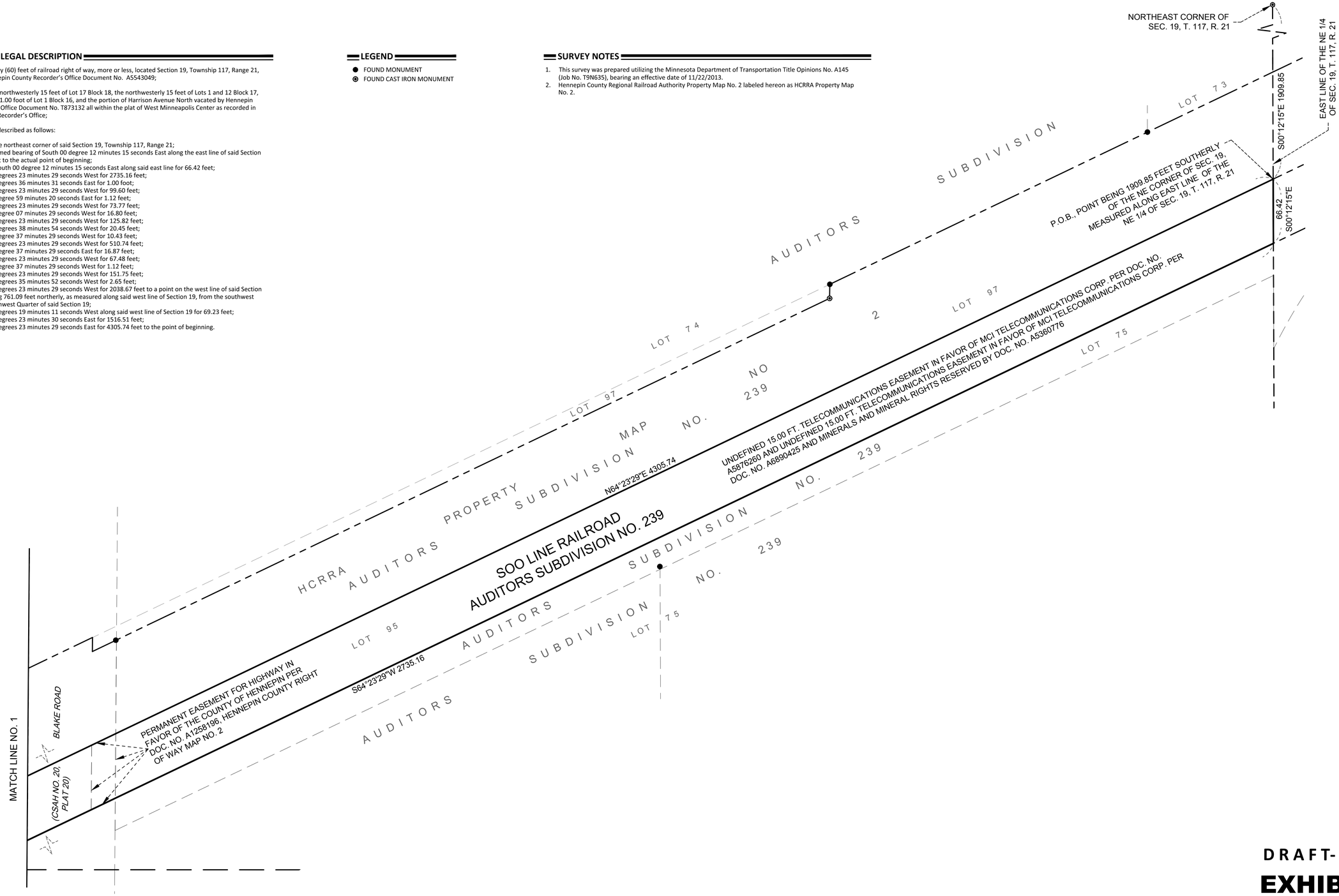
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan, 29 2018 09:48 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

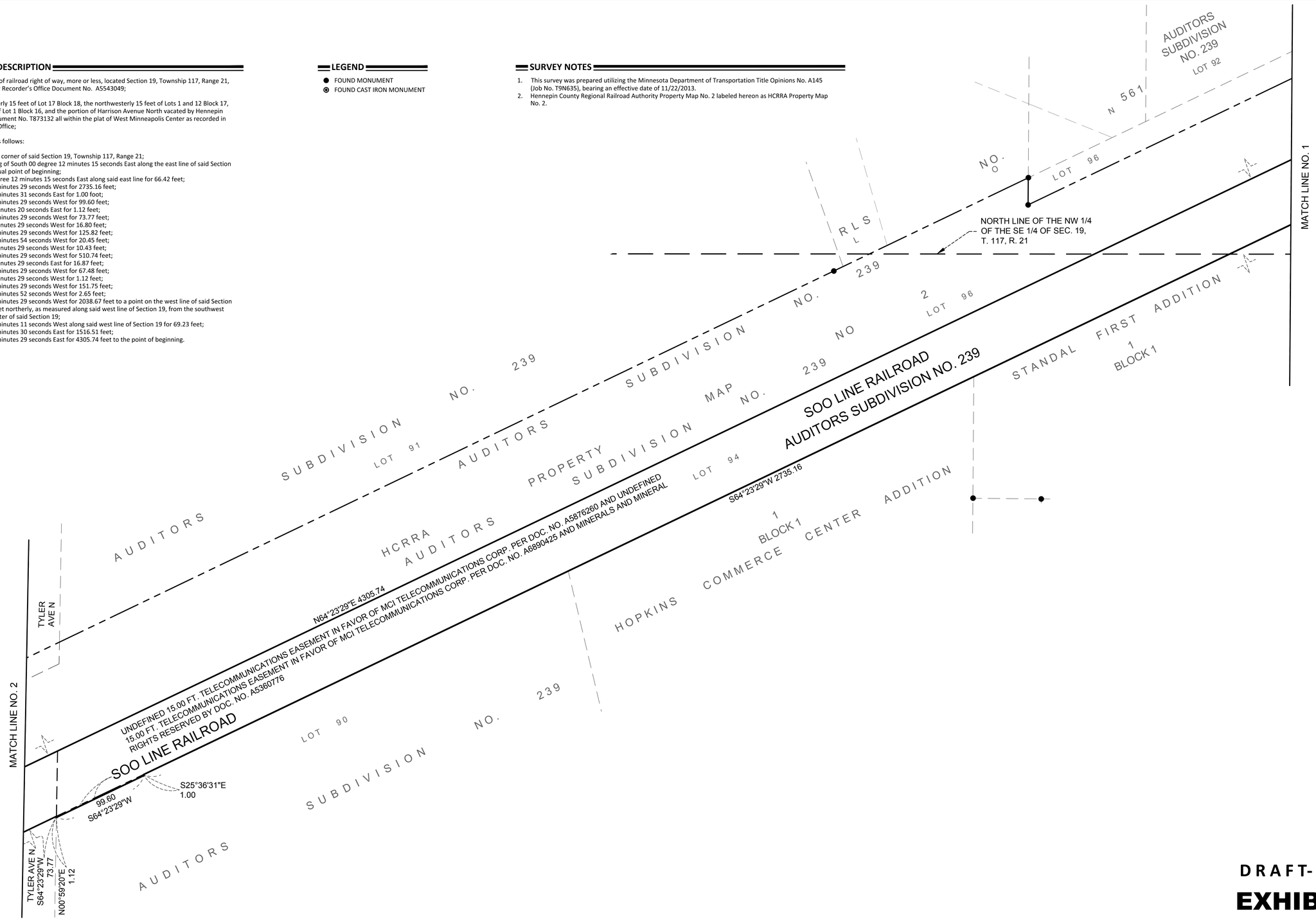
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan, 29 2018 09:55 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

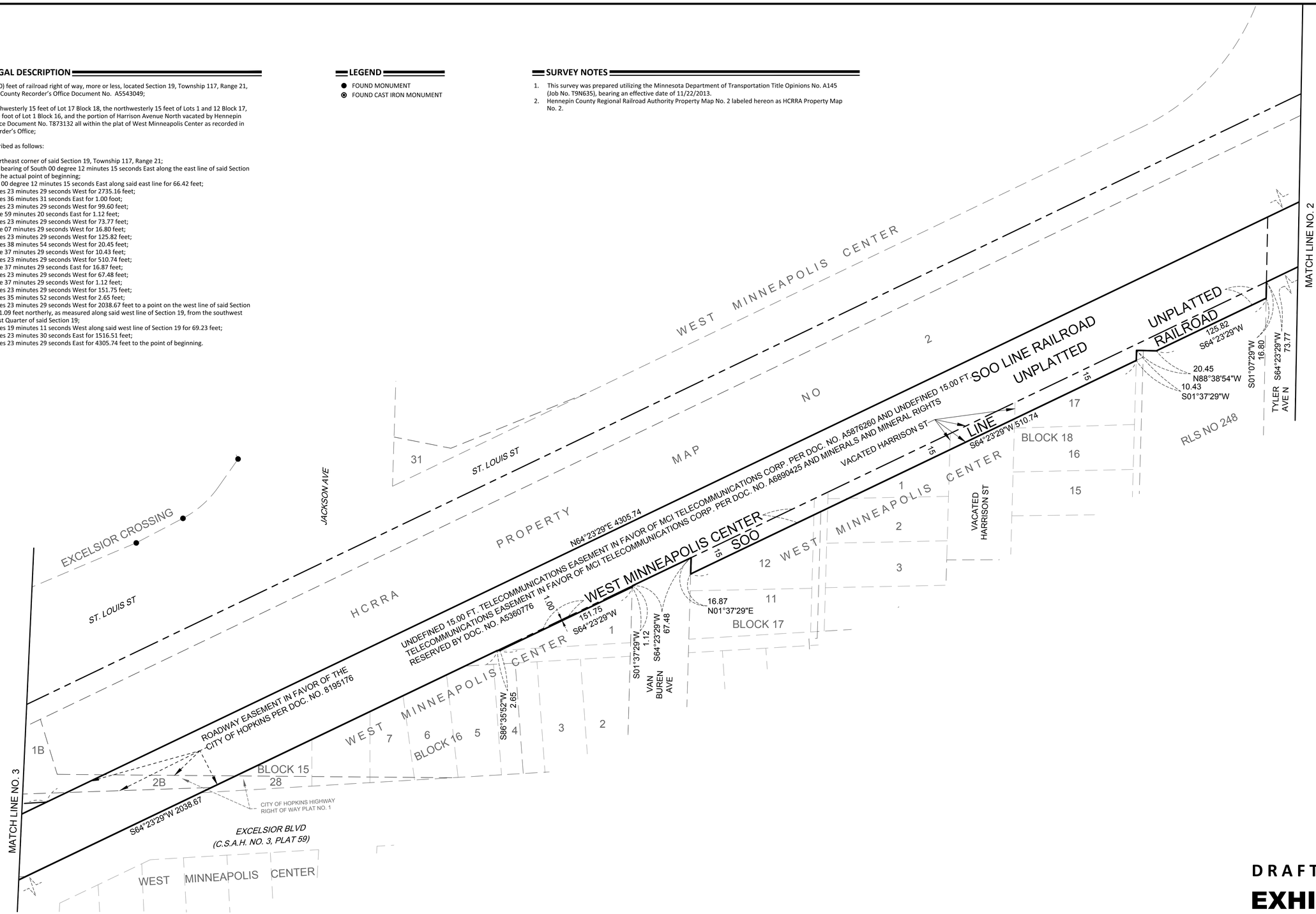
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



D R A F T- 1/29/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

SHEET 3 OF 4

Jan, 29 2018 09:56 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

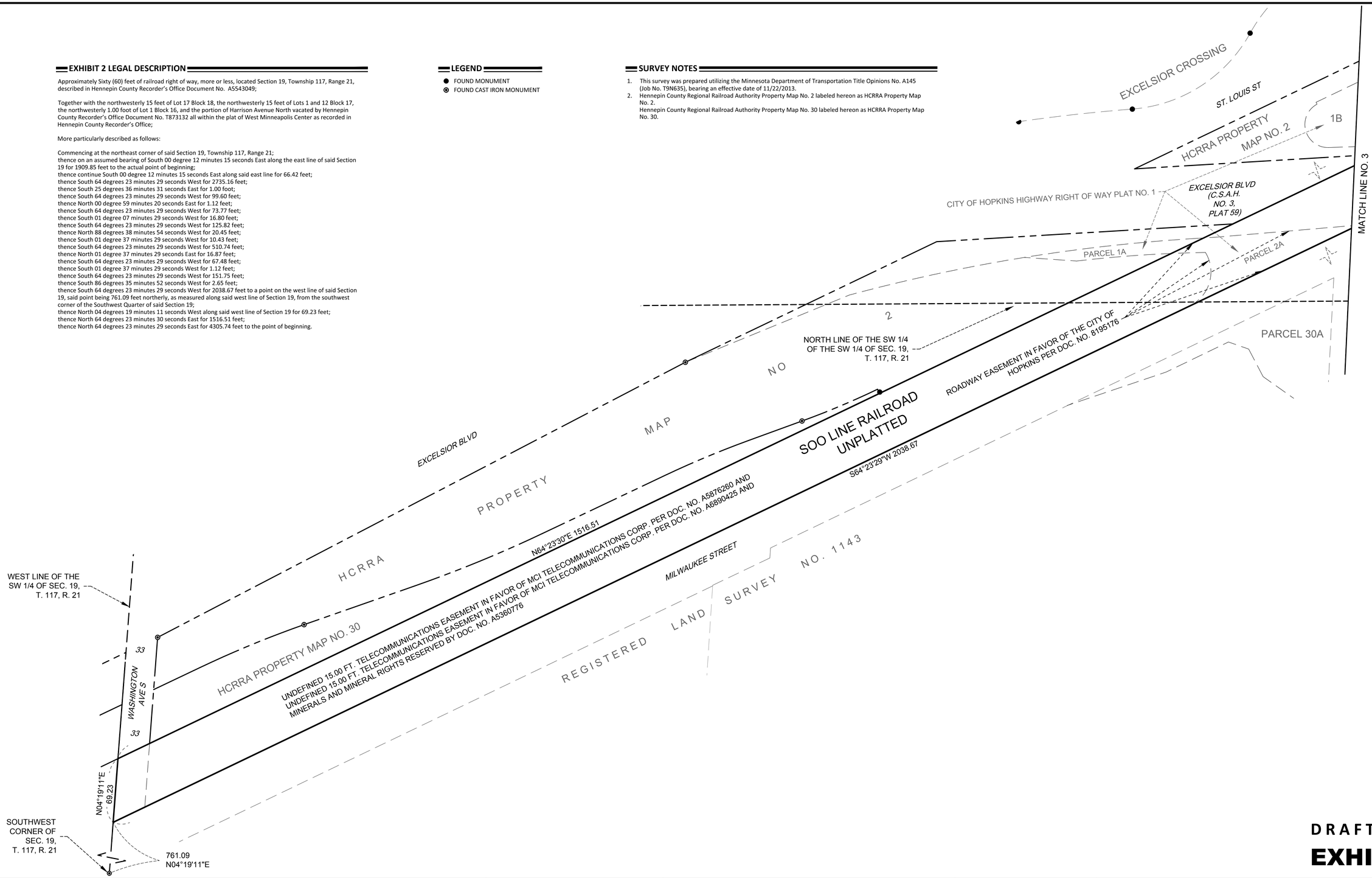
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.
   Hennepin County Regional Railroad Authority Property Map No. 30 labeled hereon as HCRRA Property Map No. 30.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 4 OF 4

Jan, 29 2018 10:09 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company right of way located in the South Half of the Southeast Quarter of Section 24, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

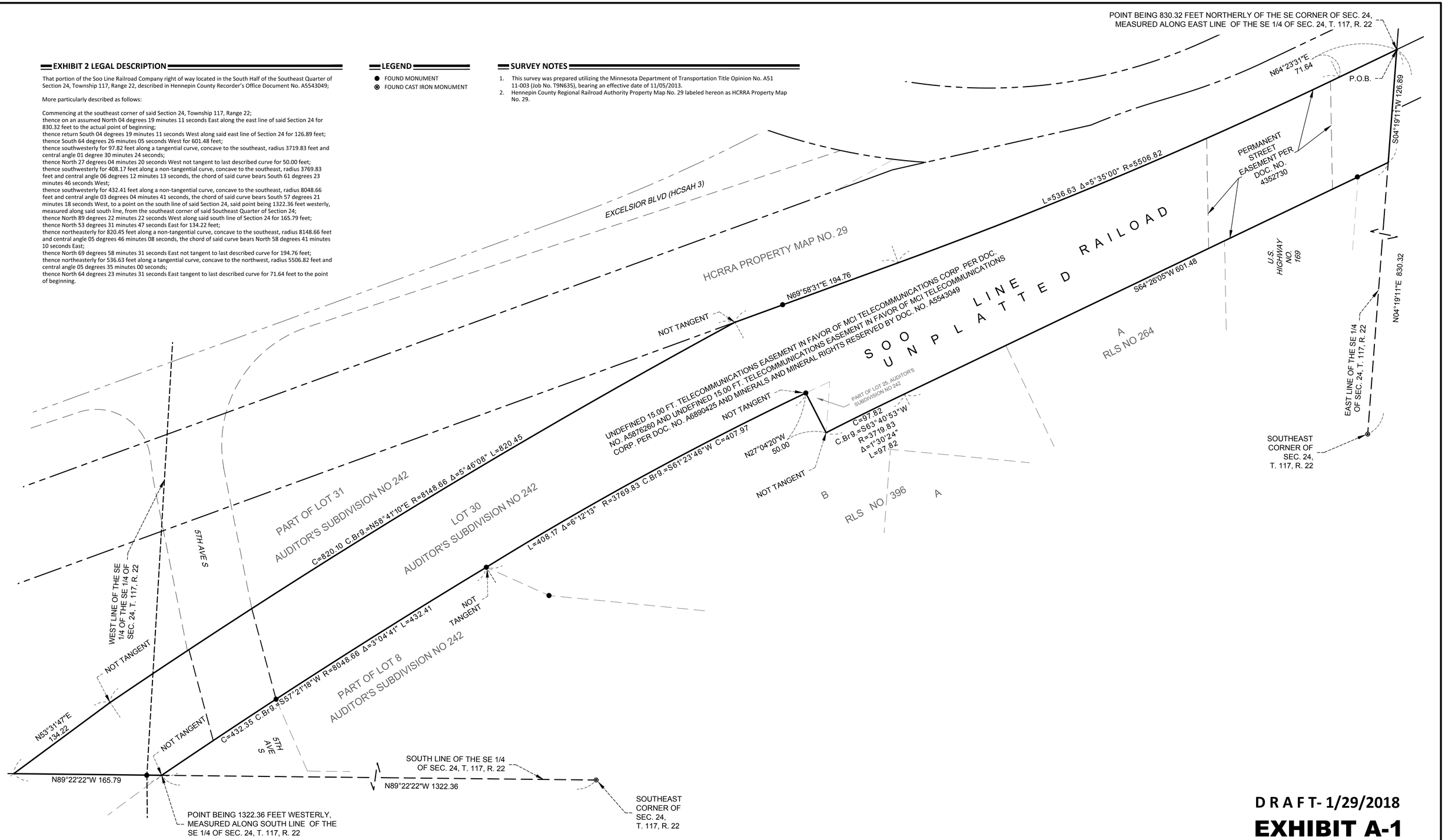
Commencing at the southeast corner of said Section 24, Township 117, Range 22;
thence on an assumed North 04 degrees 19 minutes 11 seconds East along the east line of said Section 24 for 830.32 feet to the actual point of beginning;
thence return South 04 degrees 19 minutes 11 seconds West along said east line of Section 24 for 126.89 feet;
thence South 64 degrees 26 minutes 05 seconds West for 601.48 feet;
thence southwesterly for 97.82 feet along a tangential curve, concave to the southeast, radius 3719.83 feet and central angle 01 degree 30 minutes 24 seconds;
thence North 27 degrees 04 minutes 20 seconds West not tangent to last described curve for 50.00 feet;
thence southwesterly for 408.17 feet along a non-tangential curve, concave to the southeast, radius 3769.83 feet and central angle 06 degrees 12 minutes 13 seconds, the chord of said curve bears South 61 degrees 23 minutes 46 seconds West;
thence southwesterly for 432.41 feet along a non-tangential curve, concave to the southeast, radius 8048.66 feet and central angle 03 degrees 04 minutes 41 seconds, the chord of said curve bears South 57 degrees 21 minutes 18 seconds West, to a point on the south line of said Section 24, said point being 1322.36 feet westerly, measured along said south line, from the southeast corner of said Southeast Quarter of Section 24;
thence North 89 degrees 22 minutes 22 seconds West along said south line of Section 24 for 165.79 feet;
thence North 53 degrees 31 minutes 47 seconds East for 134.22 feet;
thence northeasterly for 820.45 feet along a non-tangential curve, concave to the southeast, radius 8148.66 feet and central angle 05 degrees 46 minutes 08 seconds, the chord of said curve bears North 58 degrees 41 minutes 10 seconds East;
thence North 69 degrees 58 minutes 31 seconds East not tangent to last described curve for 194.76 feet;
thence northeasterly for 536.63 feet along a tangential curve, concave to the northwest, radius 5506.82 feet and central angle 05 degrees 35 minutes 00 seconds;
thence North 64 degrees 23 minutes 31 seconds East tangent to last described curve for 71.64 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A51 11-003 (Job No. T9N635), bearing an effective date of 11/05/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 29 labeled hereon as HCRRA Property Map No. 29.



DRAFT- 1/29/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 5

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

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SHEET 1 OF 1

Jan, 29 2018 10:16 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX5_24-117-22\24-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

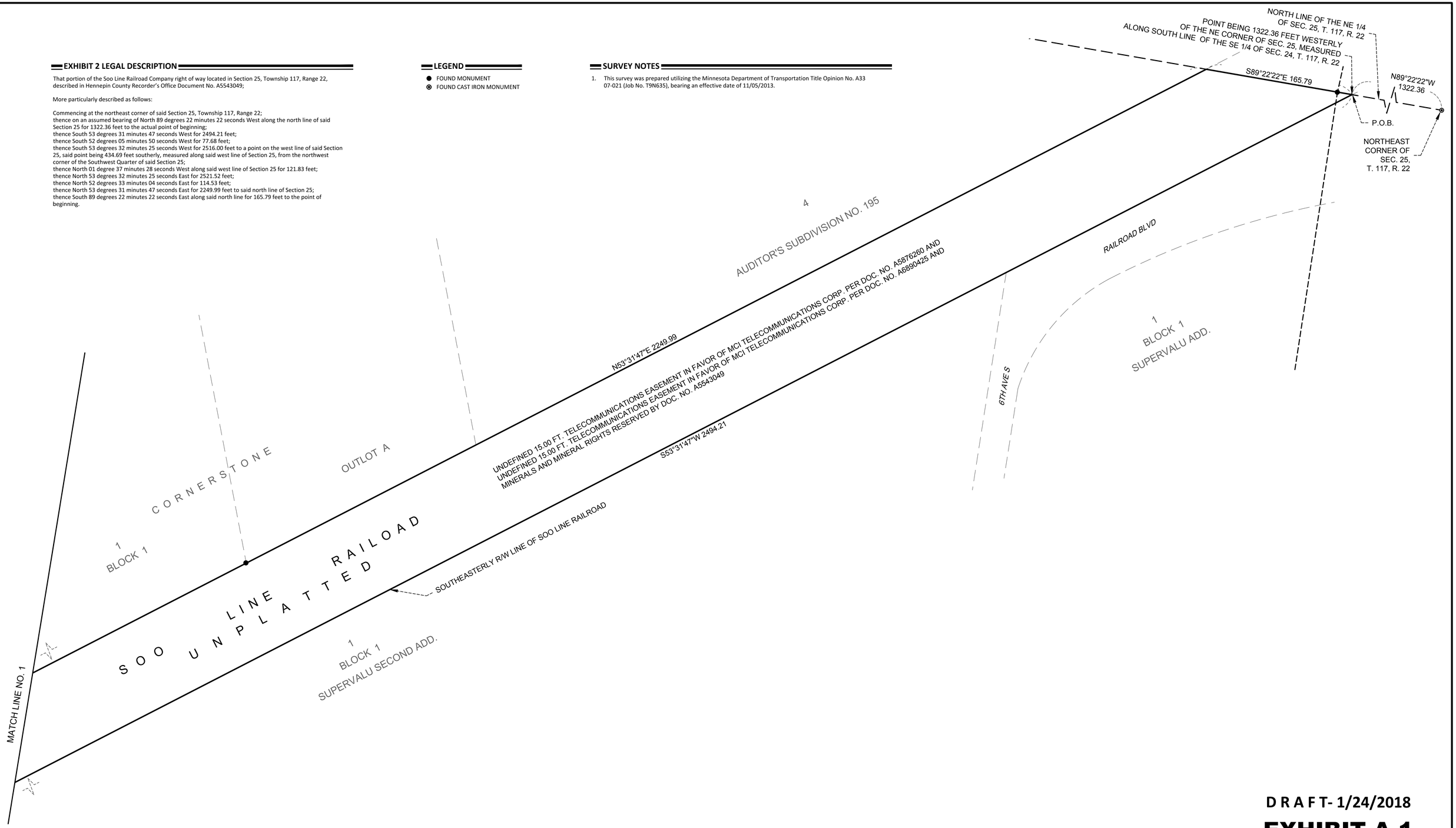
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22_EX6_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

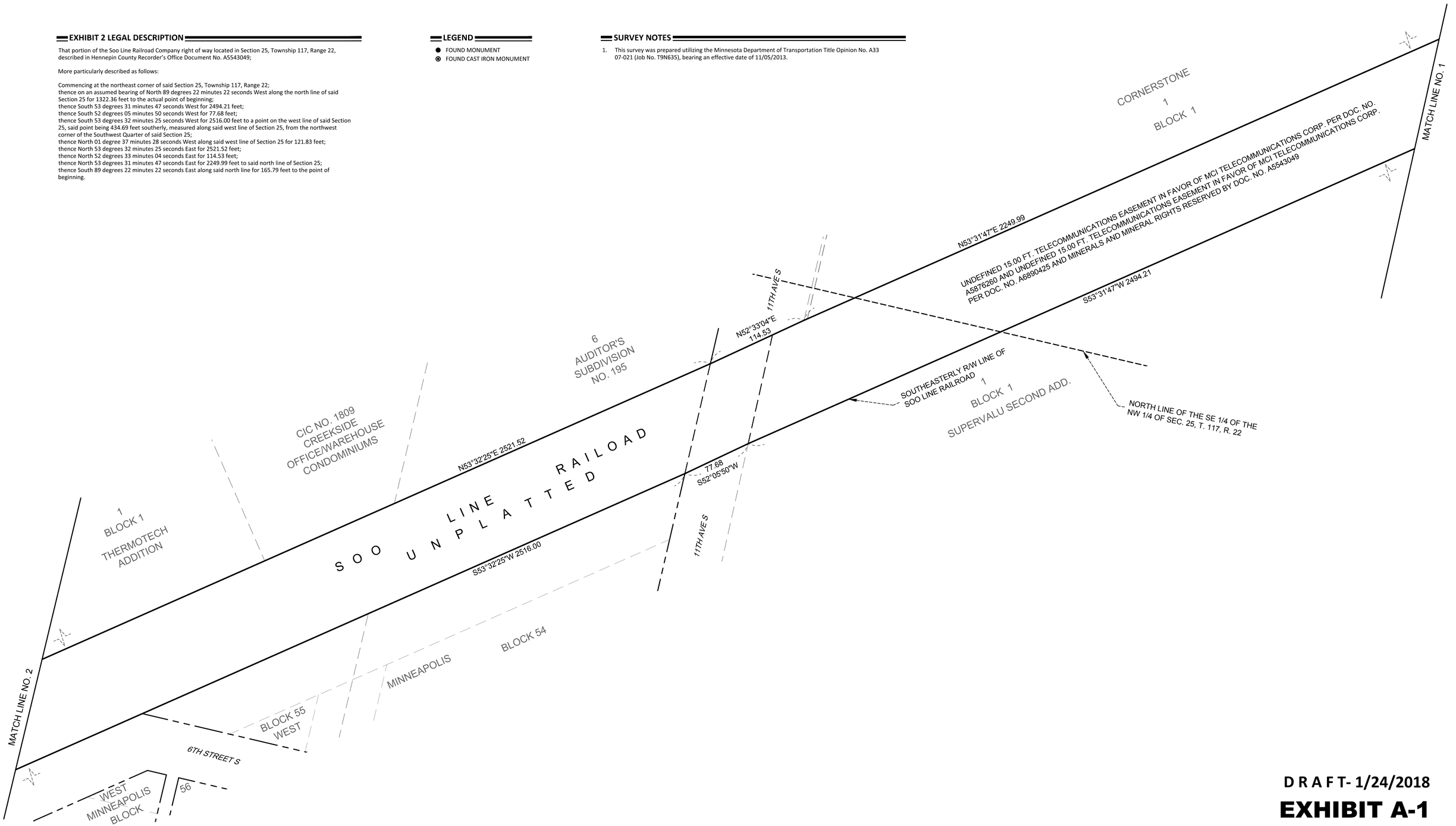
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

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Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

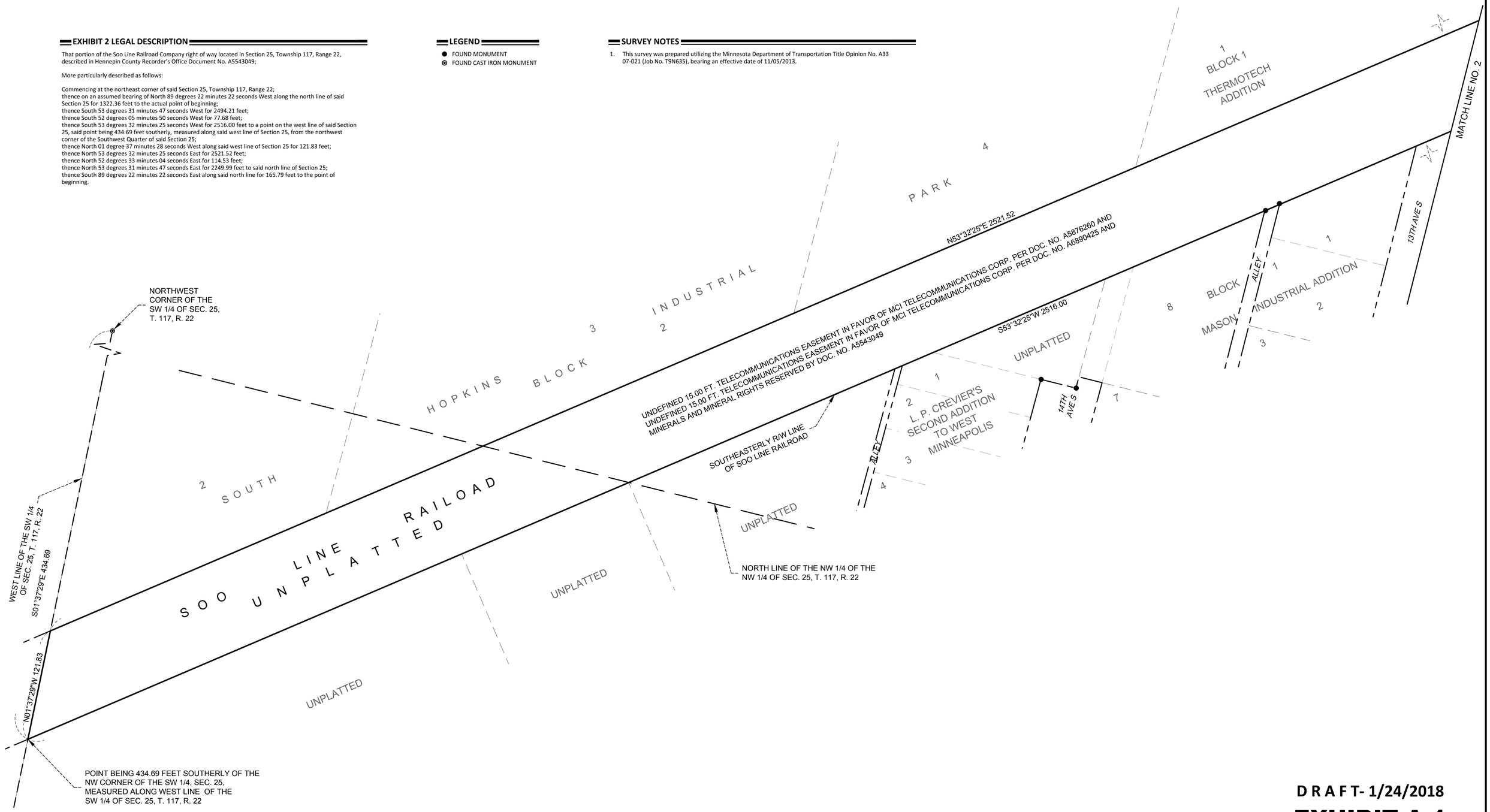
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan. 24 2018 07:32 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

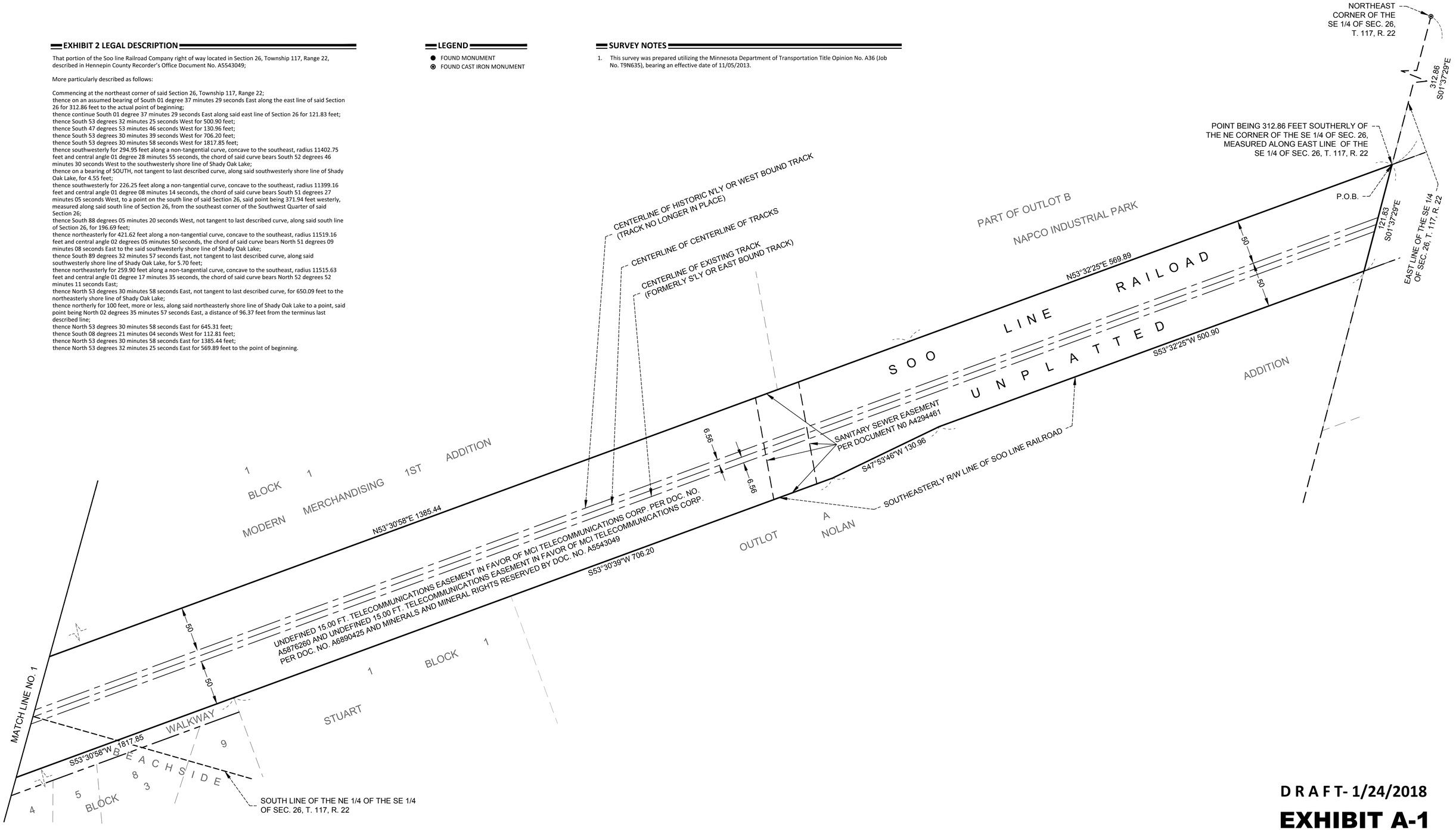
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SHEET 1 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22_EX7-EXHBT.dwg By: deimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

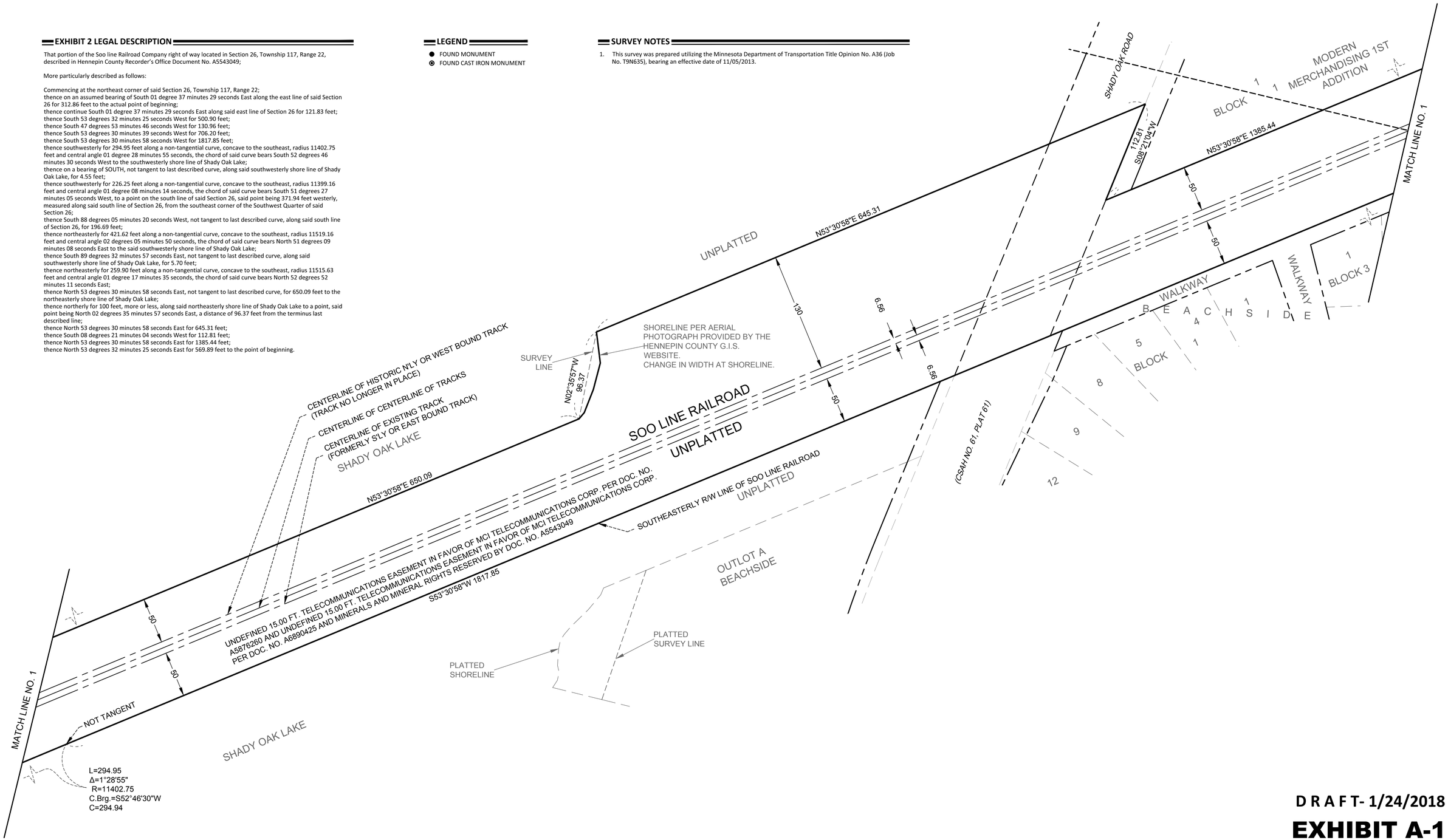
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

SHEET 2 OF 3

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHB

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

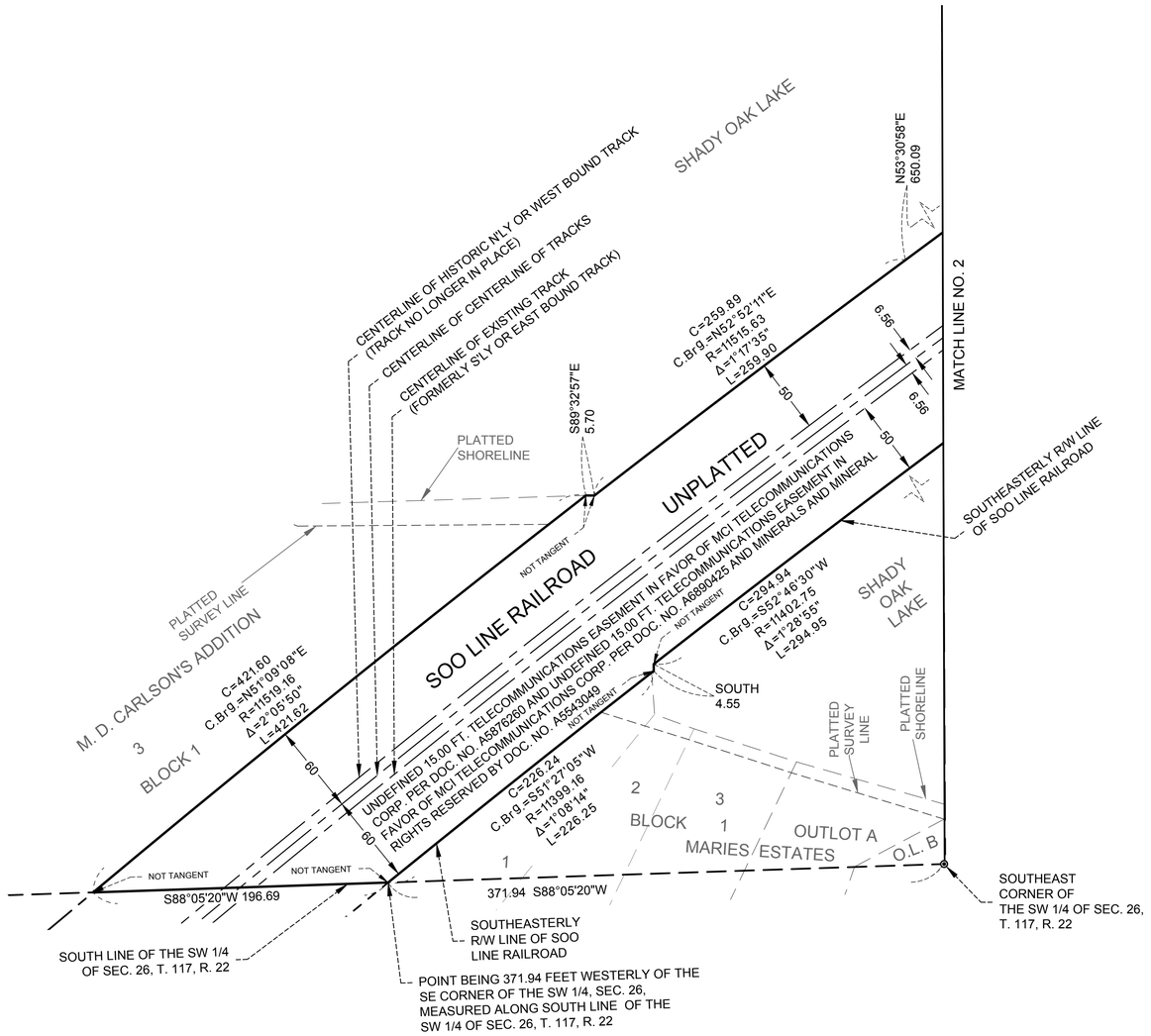
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

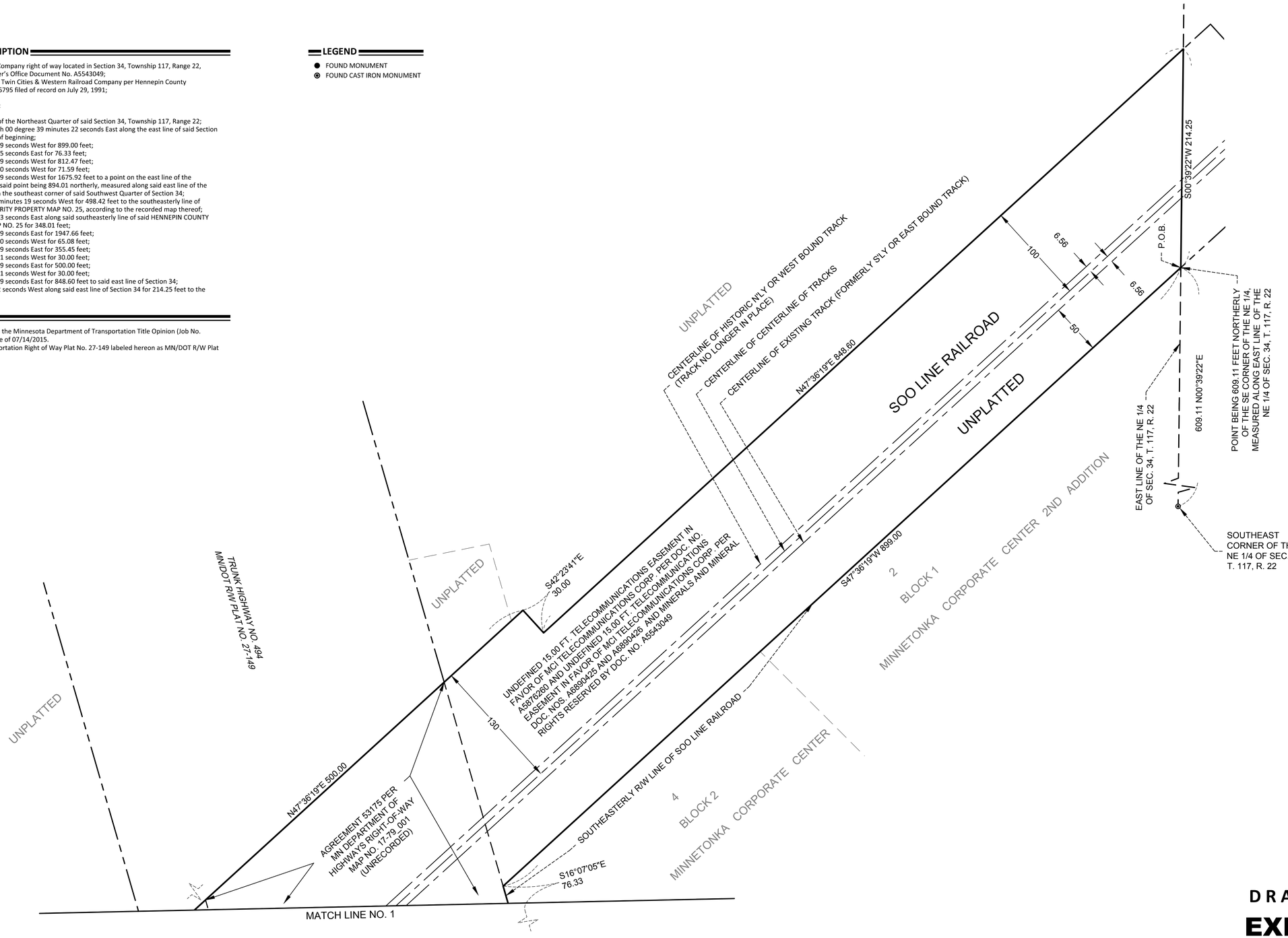
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\Ex9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

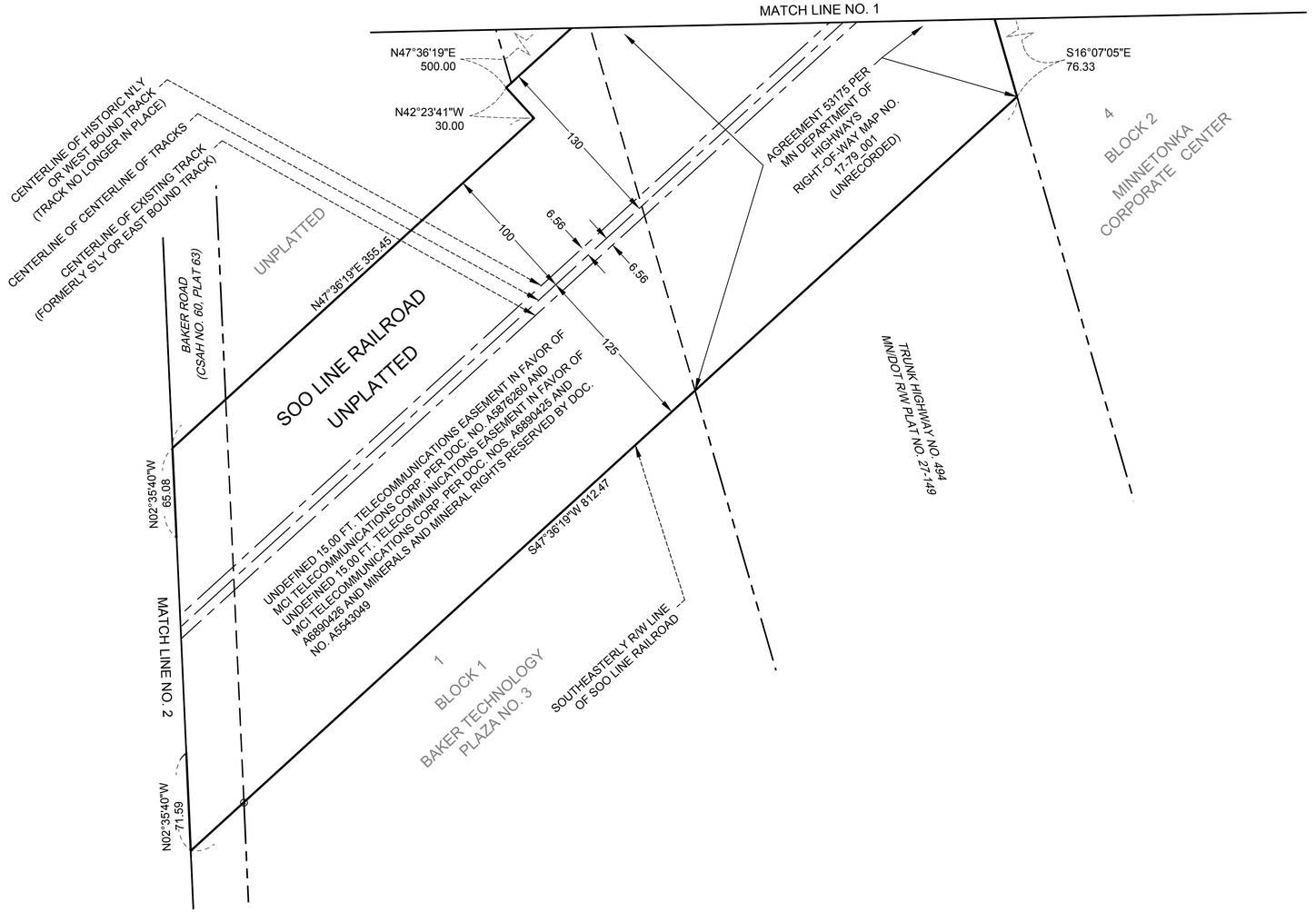
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 2 OF 4

Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

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More particularly described as follows:

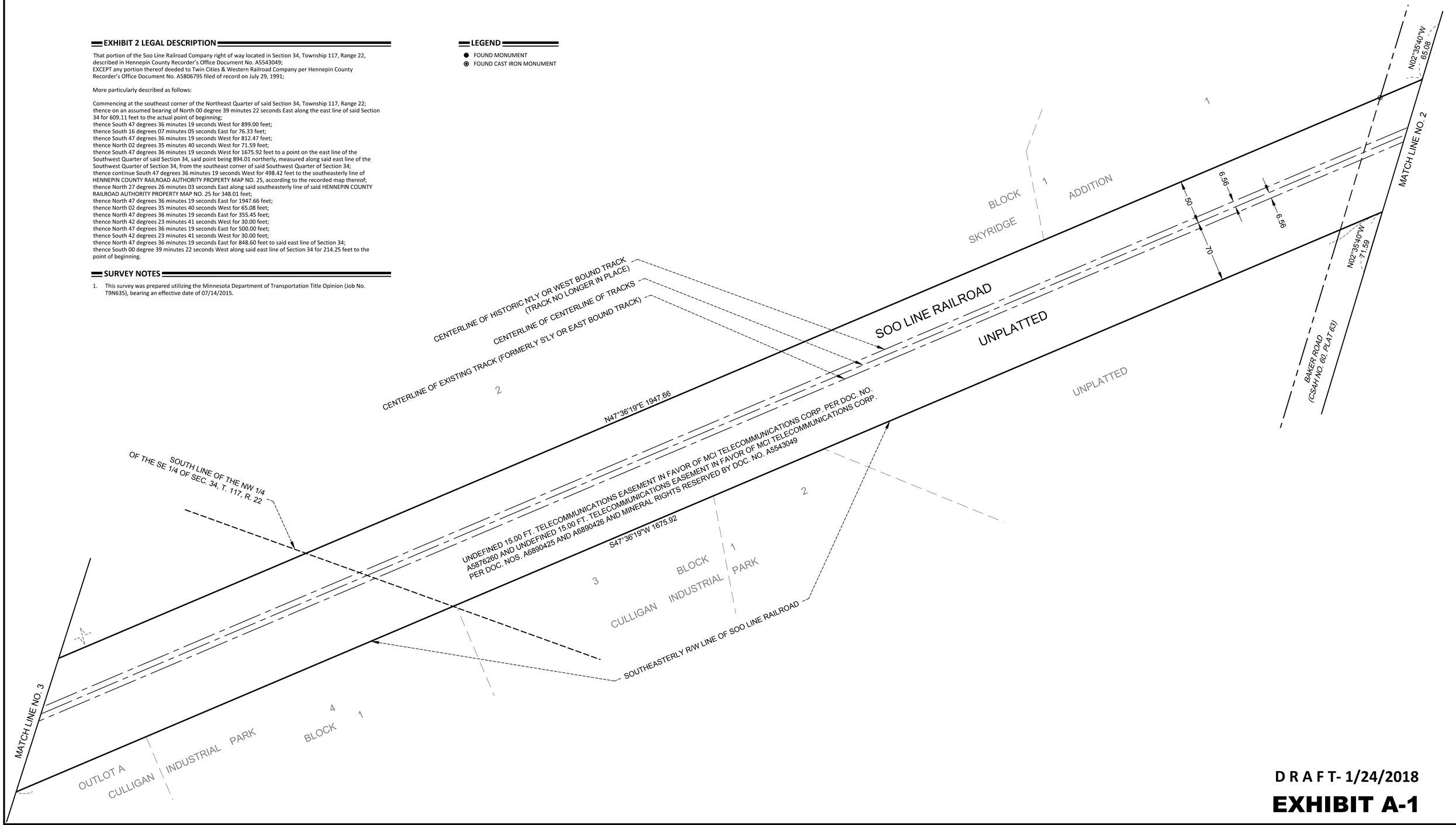
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
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thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 3 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan, 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

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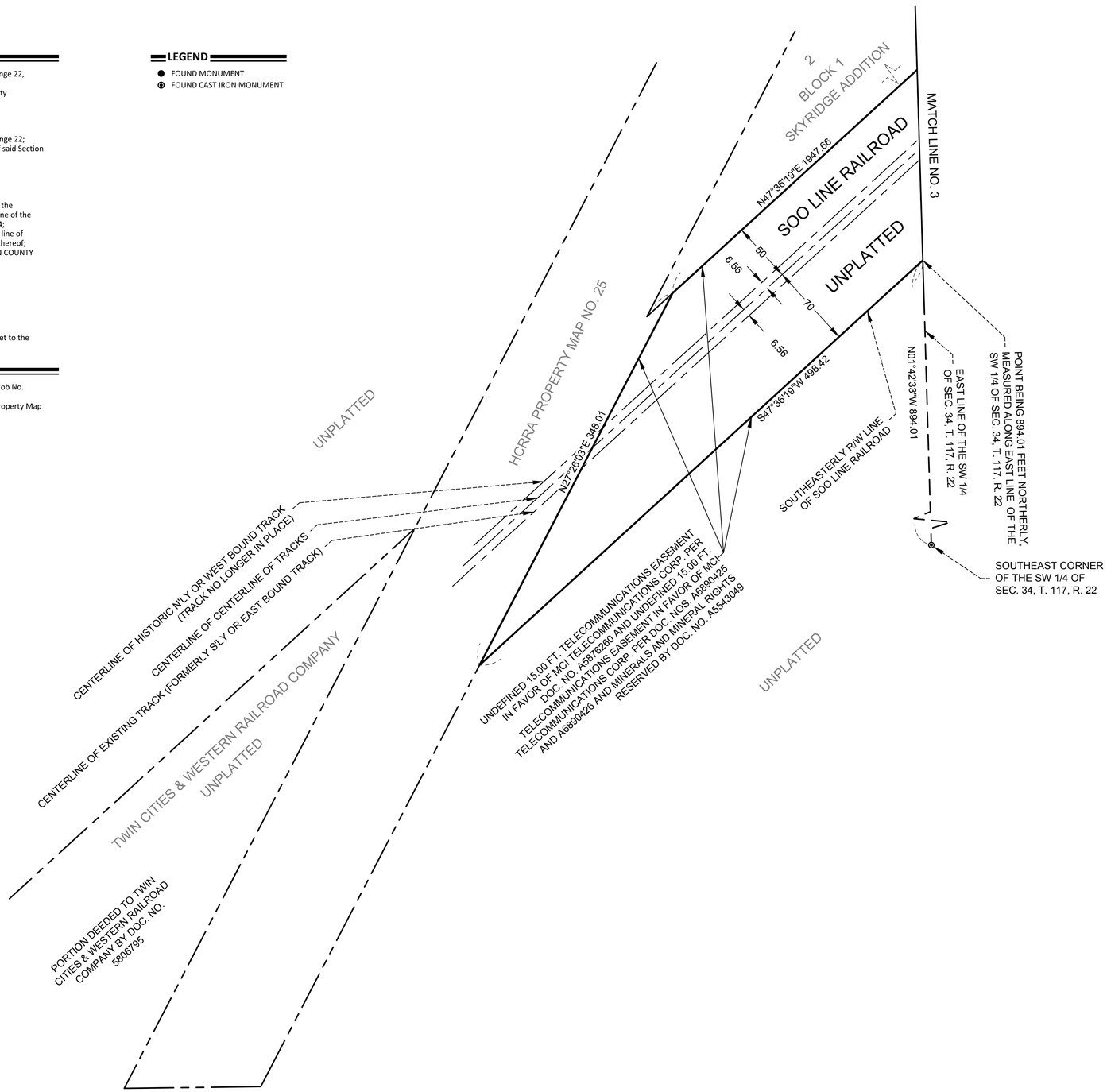
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thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
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thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Hennepin County Regional Railroad Authority Property Map No. 25 labeled hereon as HCRRA Property Map No. 25.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

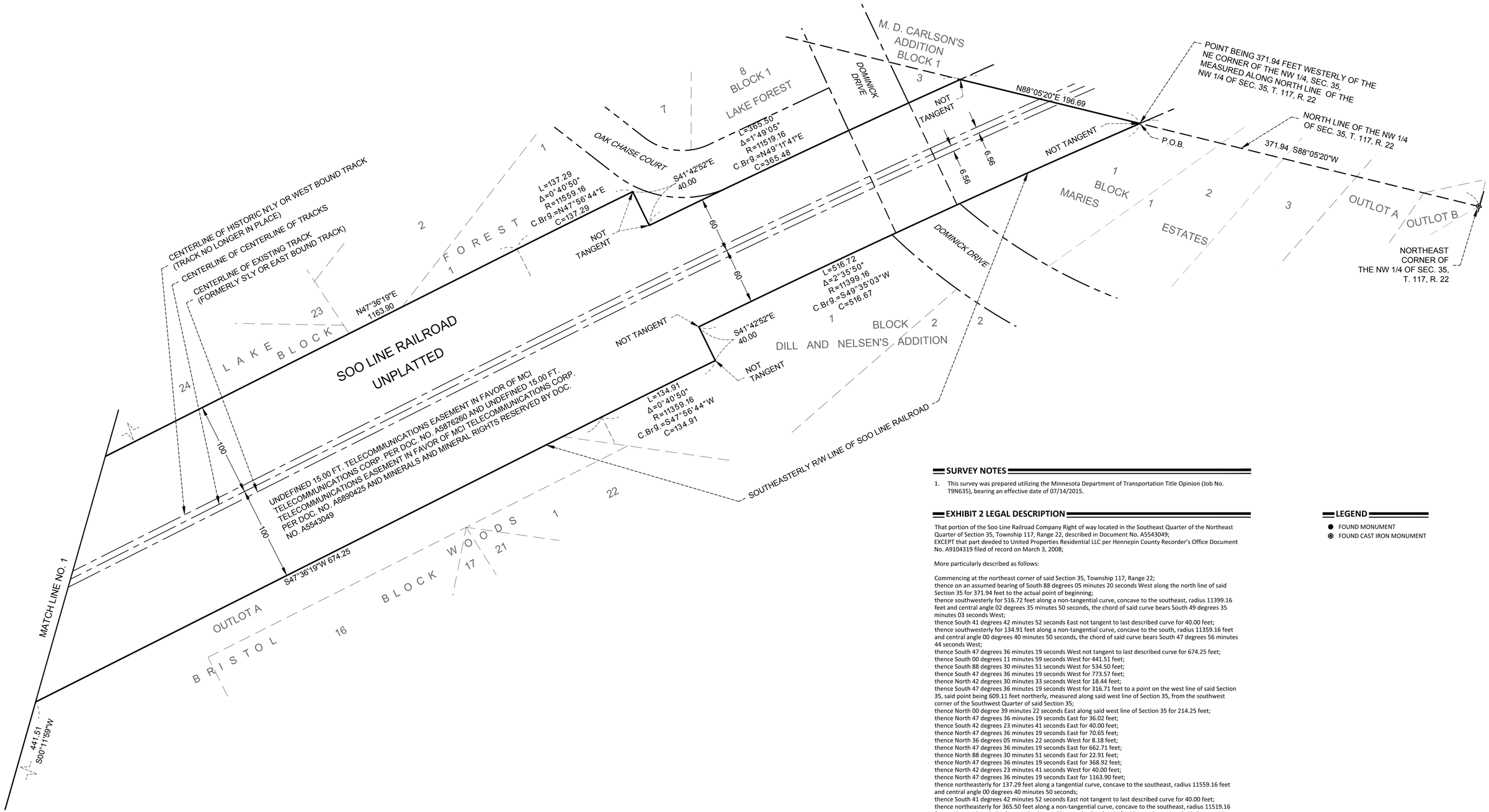
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan. 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: diembach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

Commencing at the northeast corner of said Section 35, Township 117, Range 22;
thence on an assumed bearing of South 88 degrees 05 minutes 20 seconds West along the north line of said Section 35 for 371.94 feet to the actual point of beginning;
thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence southwesterly for 134.91 feet along a non-tangential curve, concave to the south, radius 11359.16 feet and central angle 00 degrees 40 minutes 50 seconds, the chord of said curve bears South 47 degrees 56 minutes 44 seconds West;
thence South 47 degrees 36 minutes 19 seconds West not tangent to last described curve for 674.25 feet;
thence South 00 degrees 11 minutes 59 seconds West for 441.51 feet;
thence South 88 degrees 30 minutes 51 seconds West for 534.50 feet;
thence South 47 degrees 36 minutes 19 seconds West for 773.57 feet;
thence North 42 degrees 30 minutes 33 seconds West for 18.44 feet;
thence South 47 degrees 36 minutes 19 seconds West for 316.71 feet to a point on the west line of said Section 35, said point being 609.11 feet northerly, measured along said west line of Section 35, from the southwest corner of the Southwest Quarter of said Section 35;
thence North 00 degree 39 minutes 22 seconds East along said west line of Section 35 for 214.25 feet;
thence North 47 degrees 36 minutes 19 seconds East for 36.02 feet;
thence South 42 degrees 23 minutes 41 seconds East for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 70.65 feet;
thence North 36 degrees 05 minutes 22 seconds West for 8.18 feet;
thence North 47 degrees 36 minutes 19 seconds East for 662.71 feet;
thence North 88 degrees 30 minutes 51 seconds East for 22.91 feet;
thence North 47 degrees 36 minutes 19 seconds East for 368.92 feet;
thence North 42 degrees 23 minutes 41 seconds West for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1163.90 feet;
thence northeasterly for 137.29 feet along a tangential curve, concave to the southeast, radius 11559.16 feet and central angle 00 degrees 40 minutes 50 seconds;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence northeasterly for 365.50 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 01 degree 49 minutes 05 seconds, the chord of said curve bears North 49 degrees 11 minutes 41 seconds East, to said north line of Section 35;
thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

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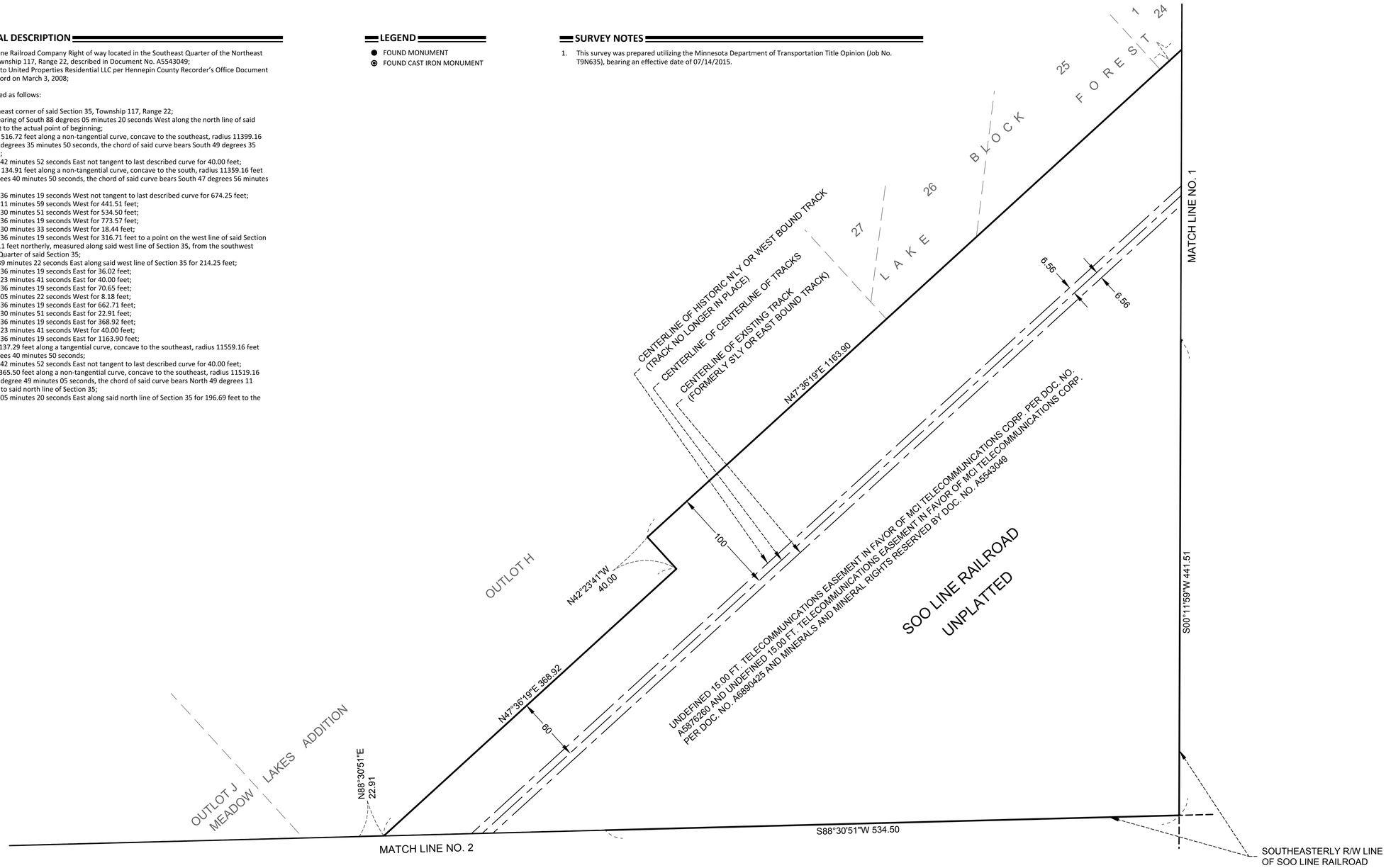
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LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.



D R A F T- 1/24/2018

EXHIBIT A-1

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DATE: LIC. NO.: 51678

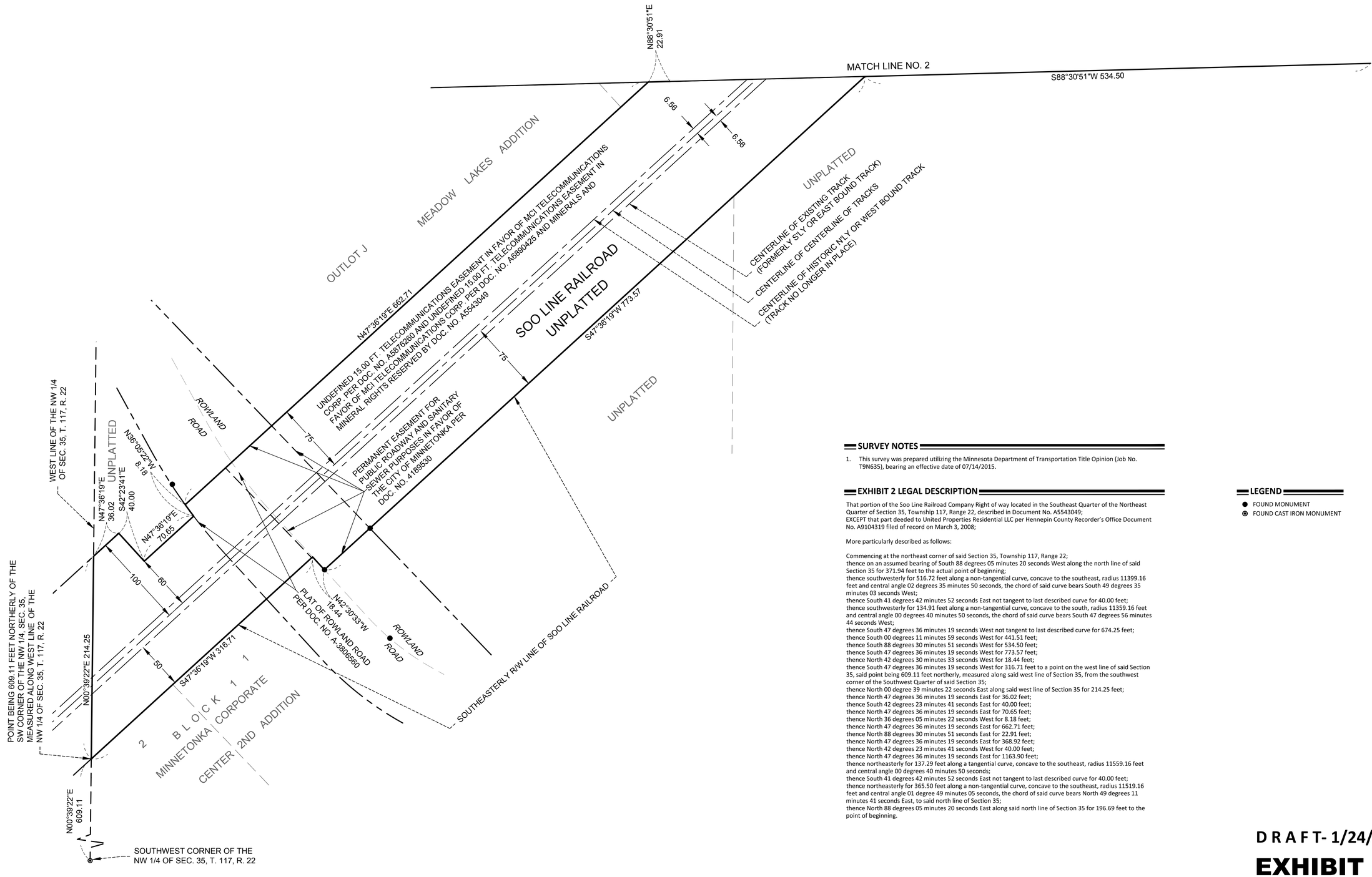
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22-EXHBT.dwg By: dleimbach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

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LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

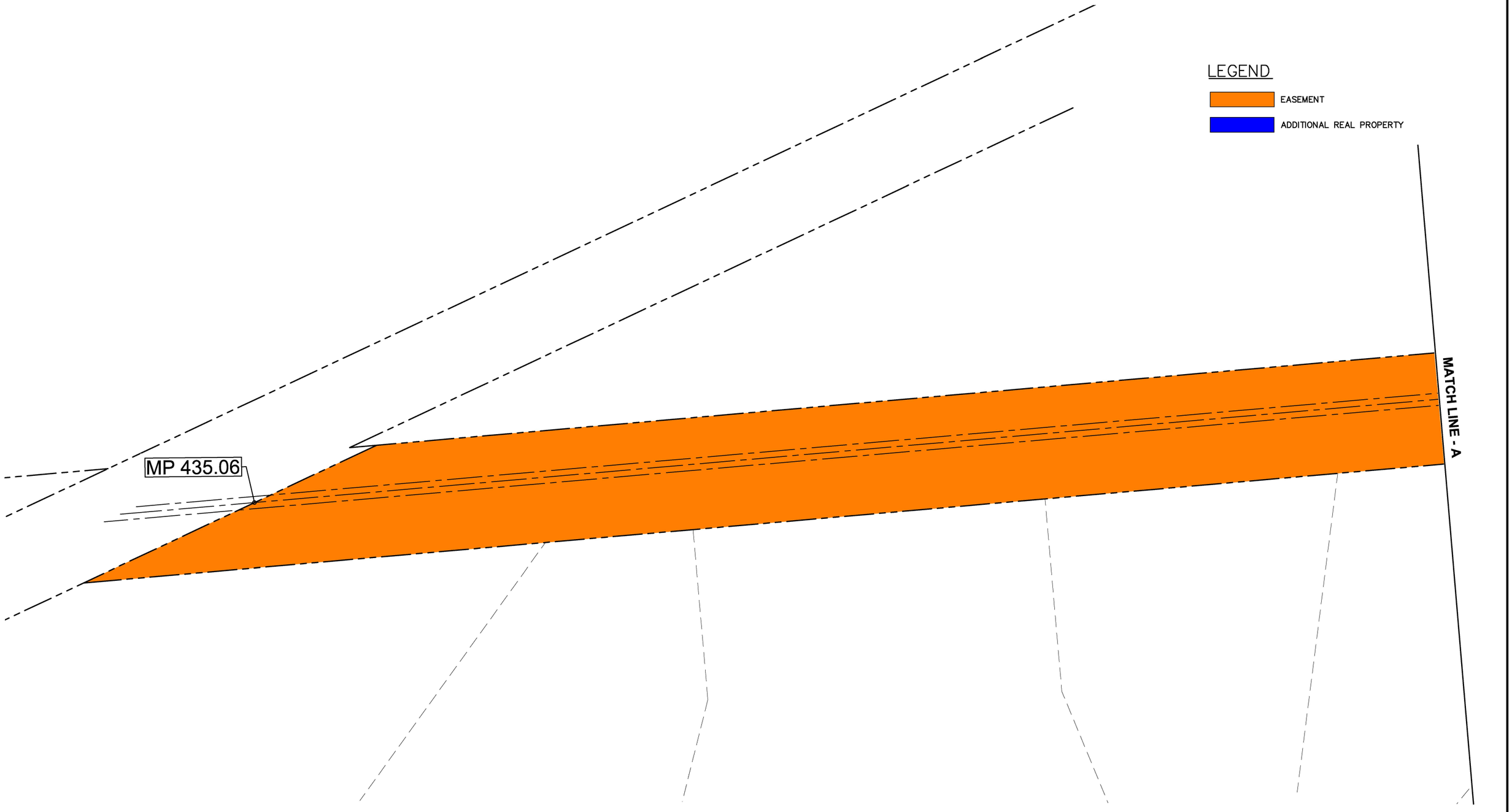
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SHEET 3 OF 3

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EXHIBIT A-2

CONSTRUCTION DESCRIPTION



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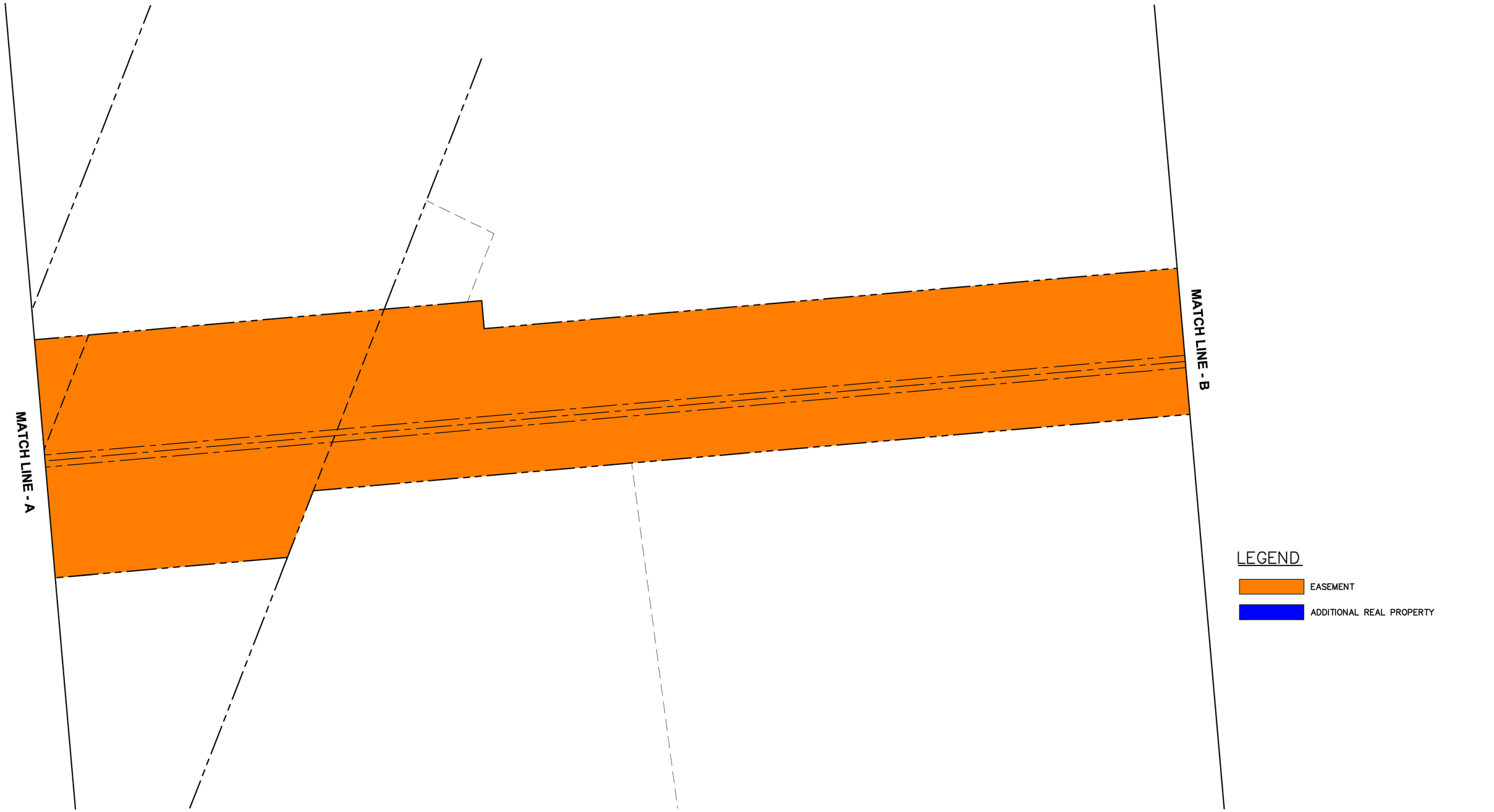
SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 01 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

Mar, 19 2018 08:46 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 02 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 03 OF 29

Rev 0
02/28/2018

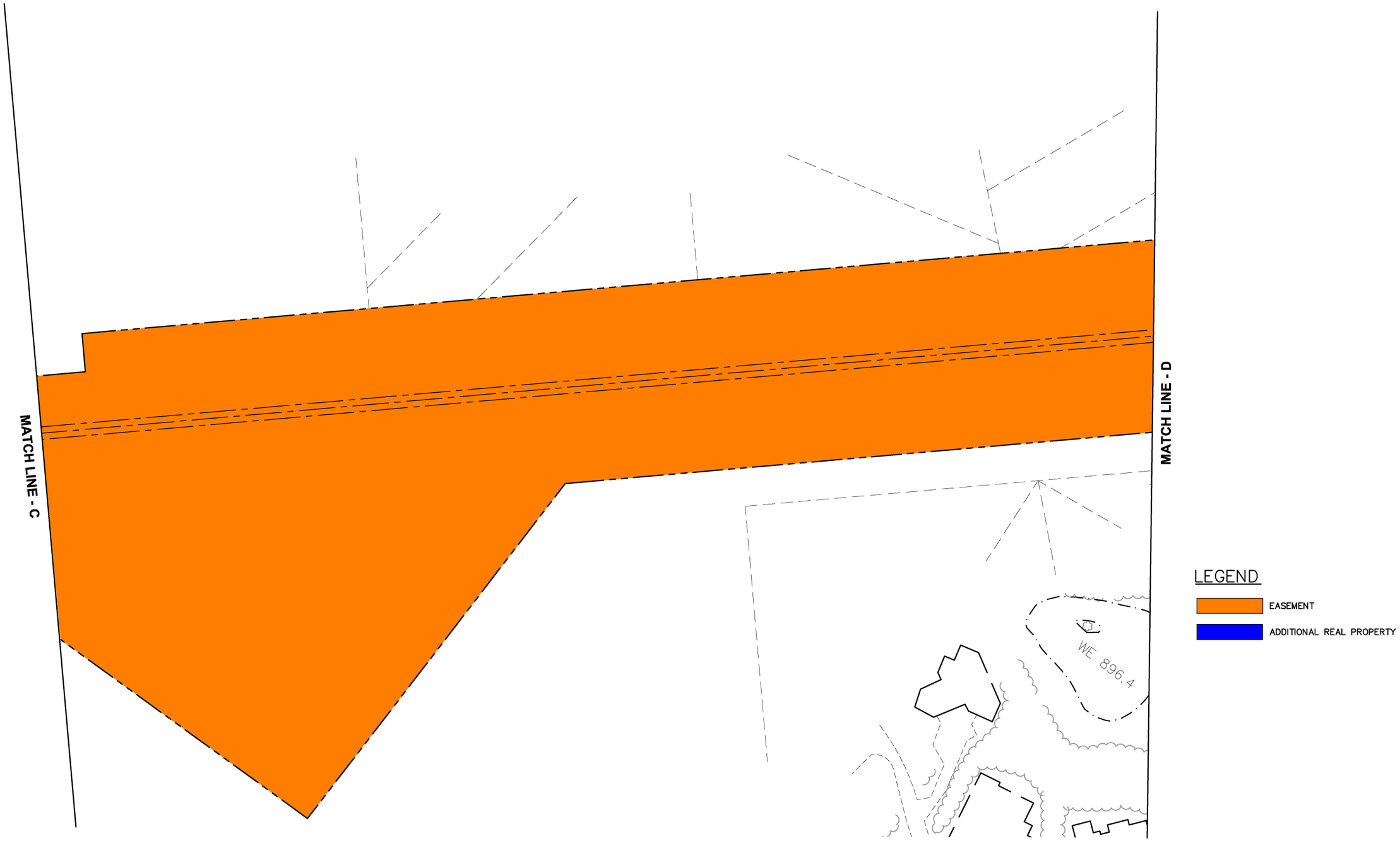
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 04 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 05 OF 29

Rev 0
02/28/2018

NORTH

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SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

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Kimley»Horn

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MATCH LINE - E

MATCH LINE - F

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 06 OF 29

Rev 0
02/28/2018

NORTH

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SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 07 OF 29

Rev 0
02/28/2018

NORTH

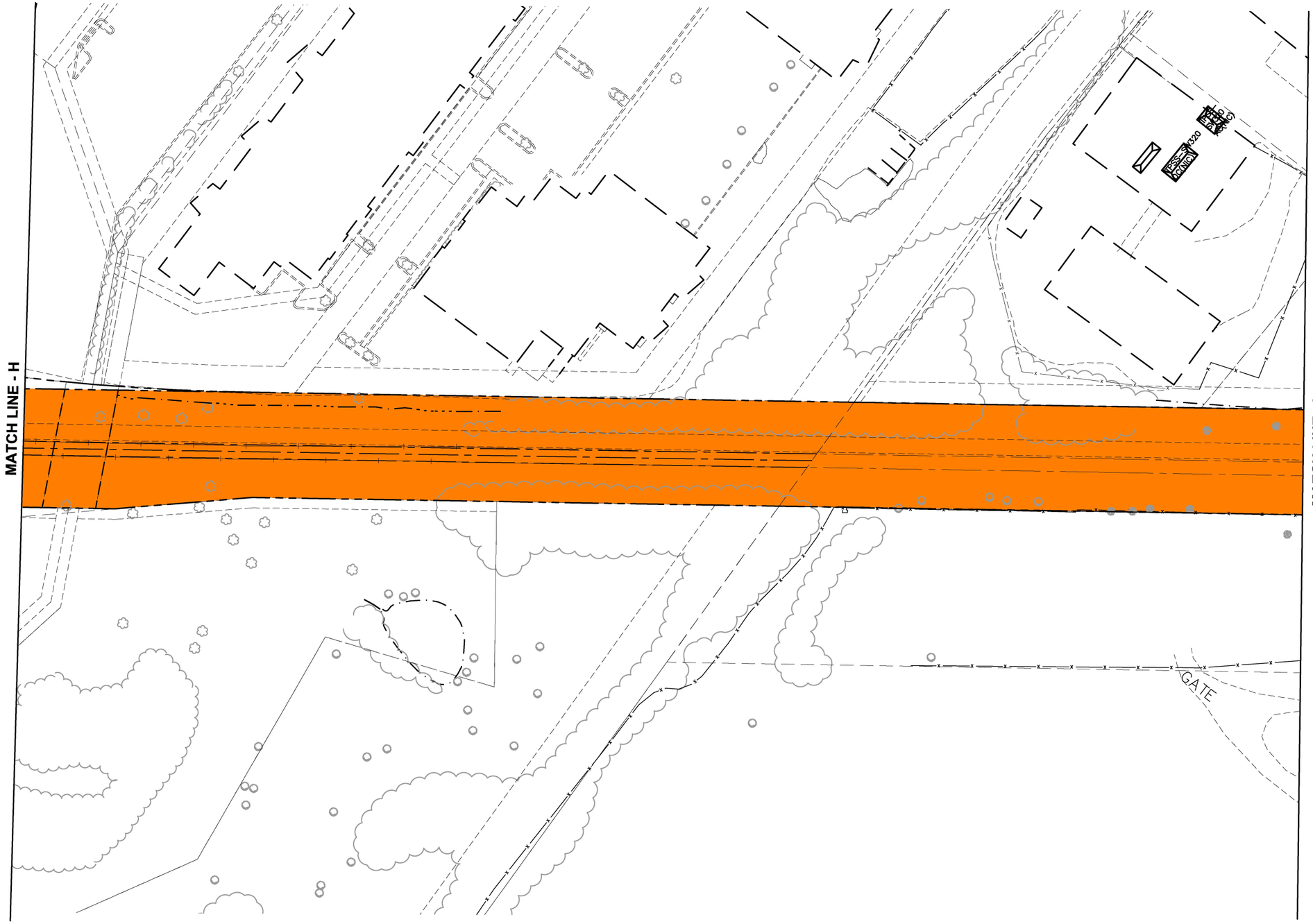
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 08 OF 29

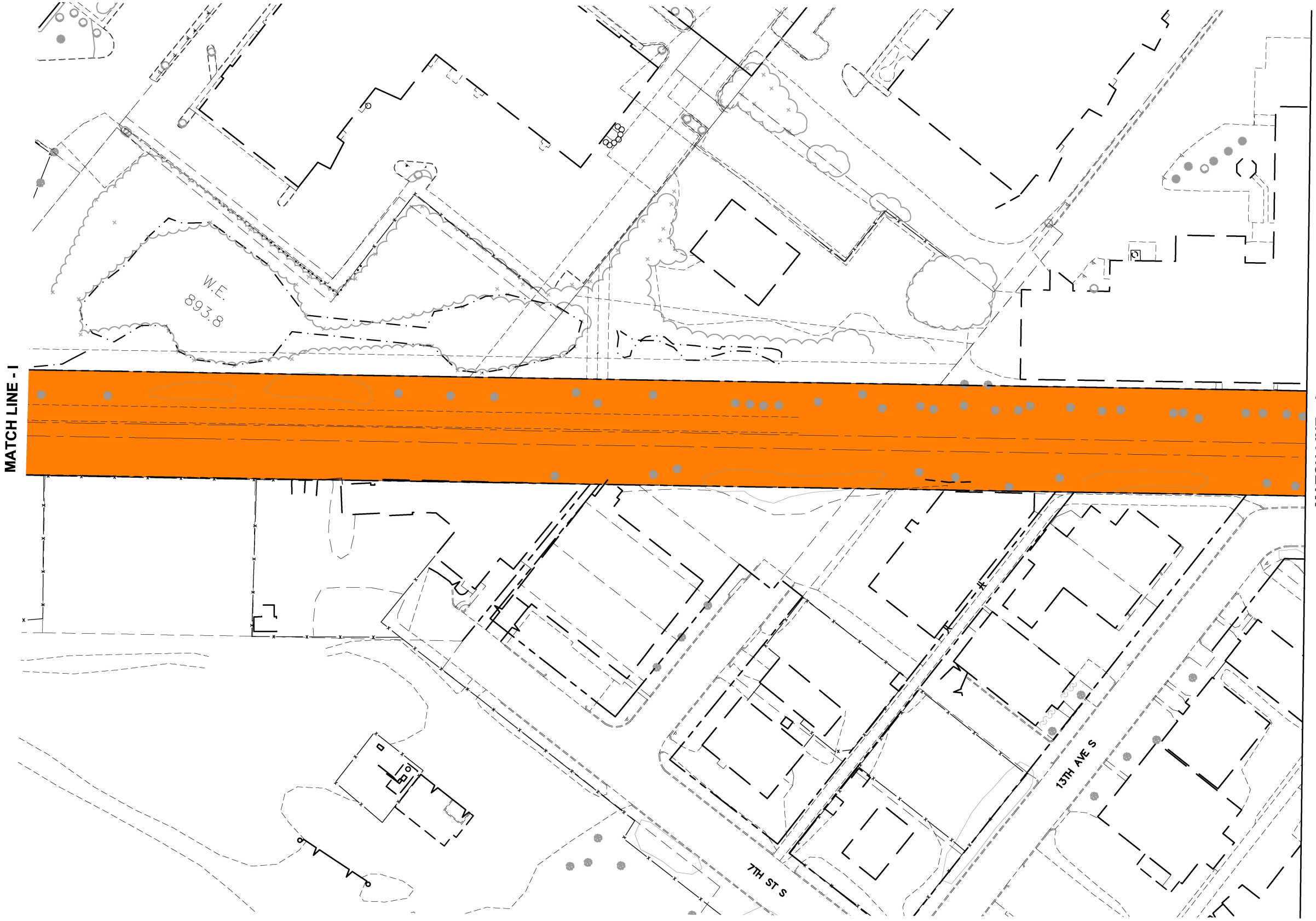
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 09 OF 29

Rev 0
02/28/2018

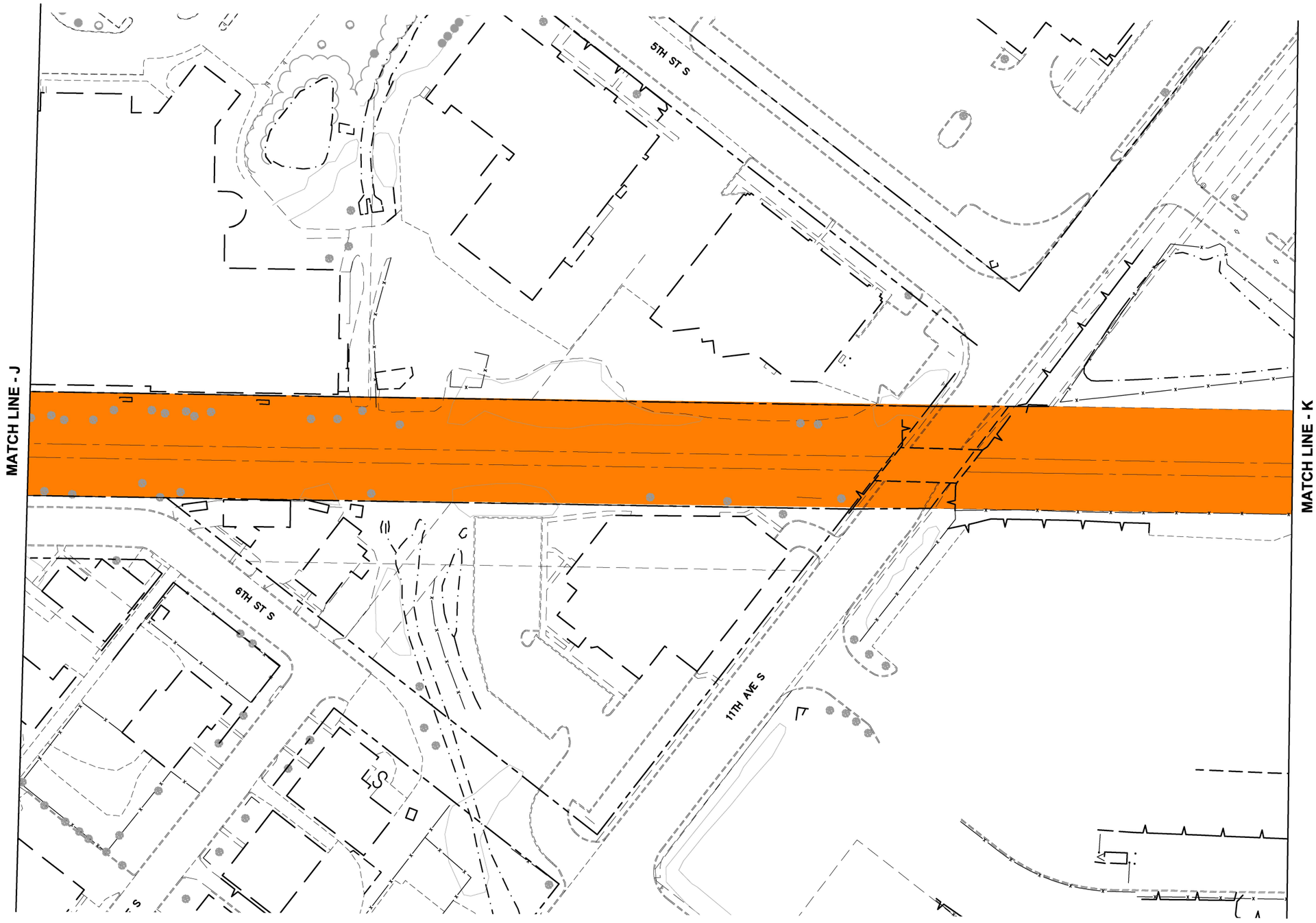
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 10 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 11 OF 29

Rev 0
02/28/2018

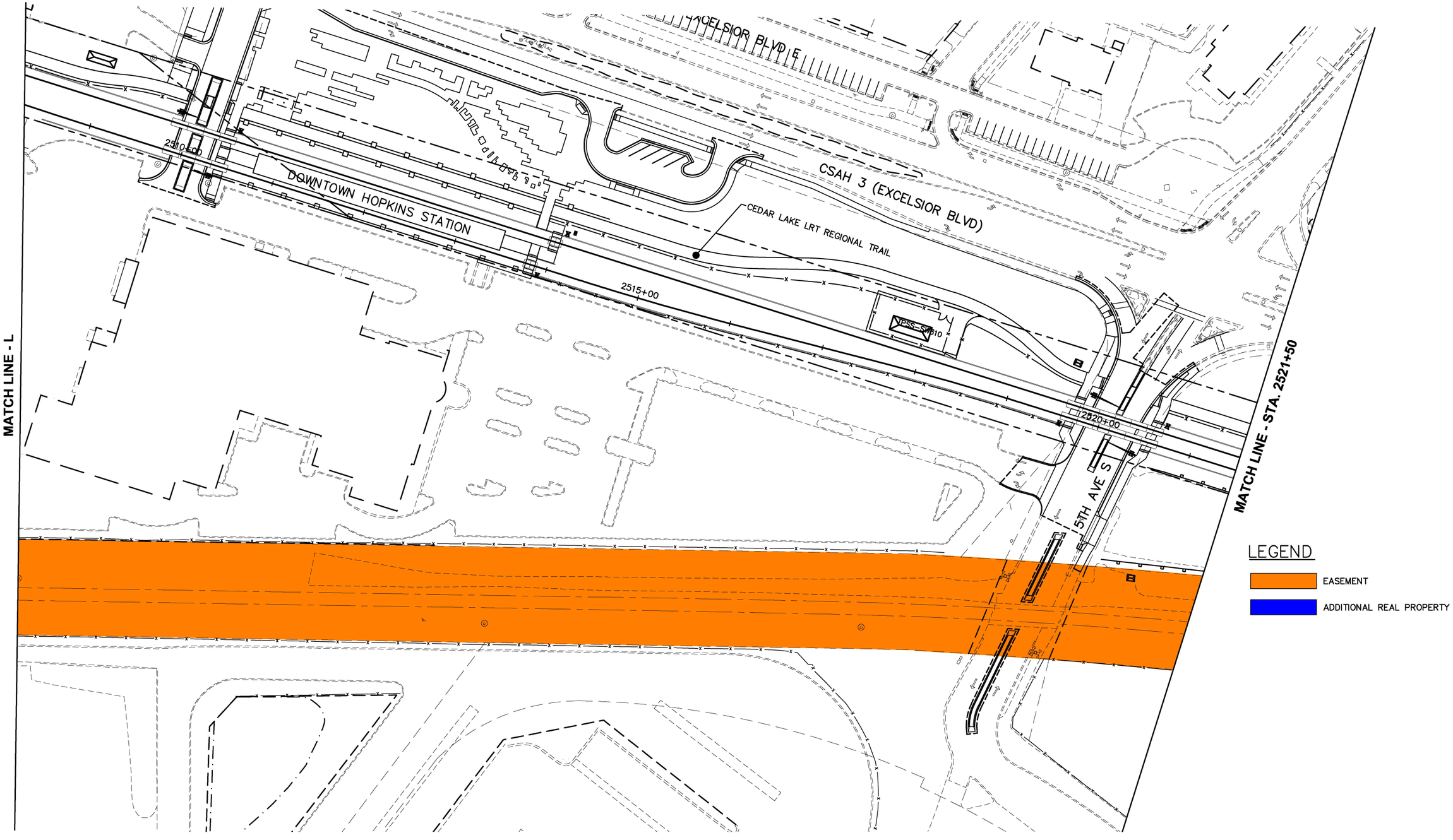
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AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 12 OF 29

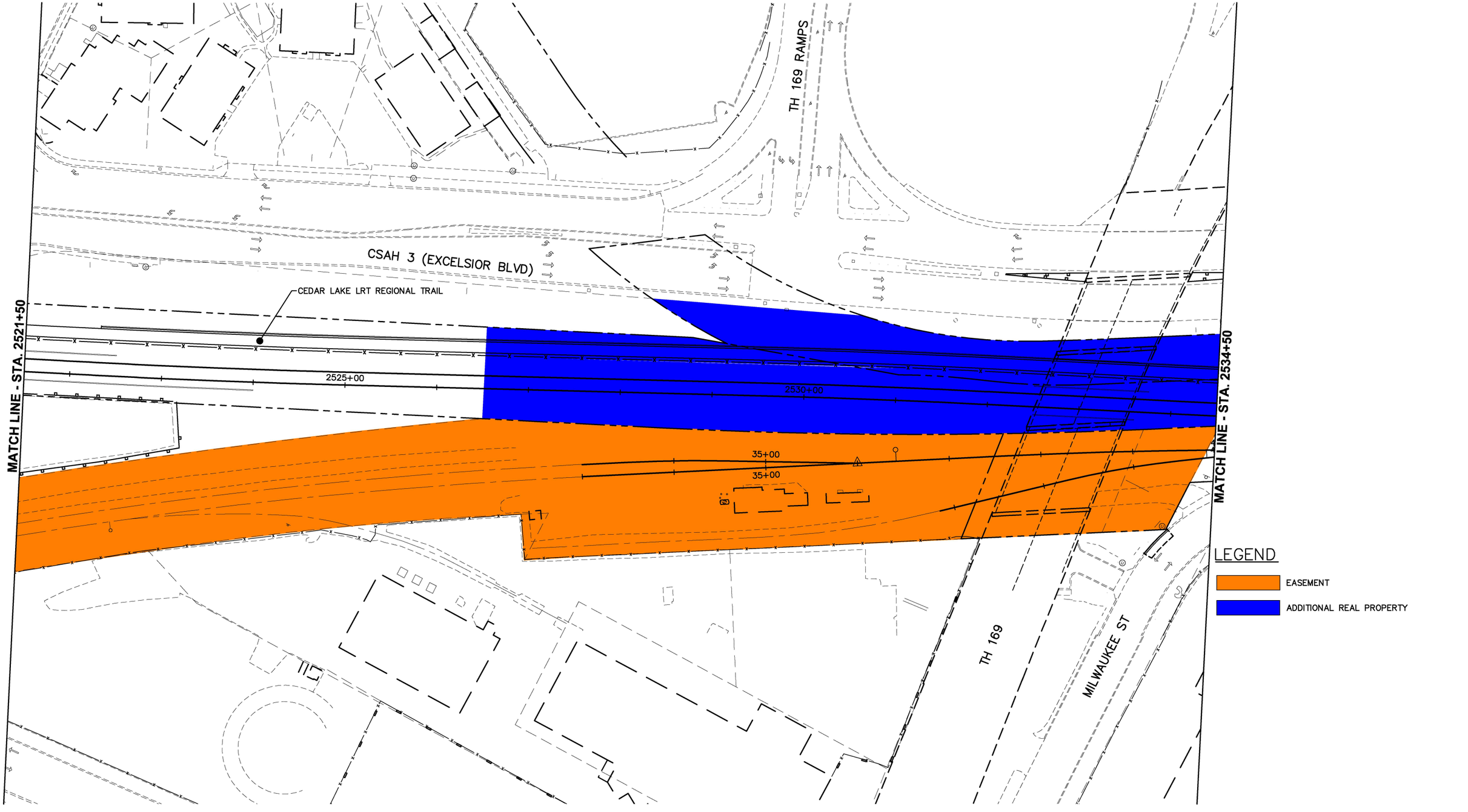
Rev 0
02/28/2018

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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 13 OF 29

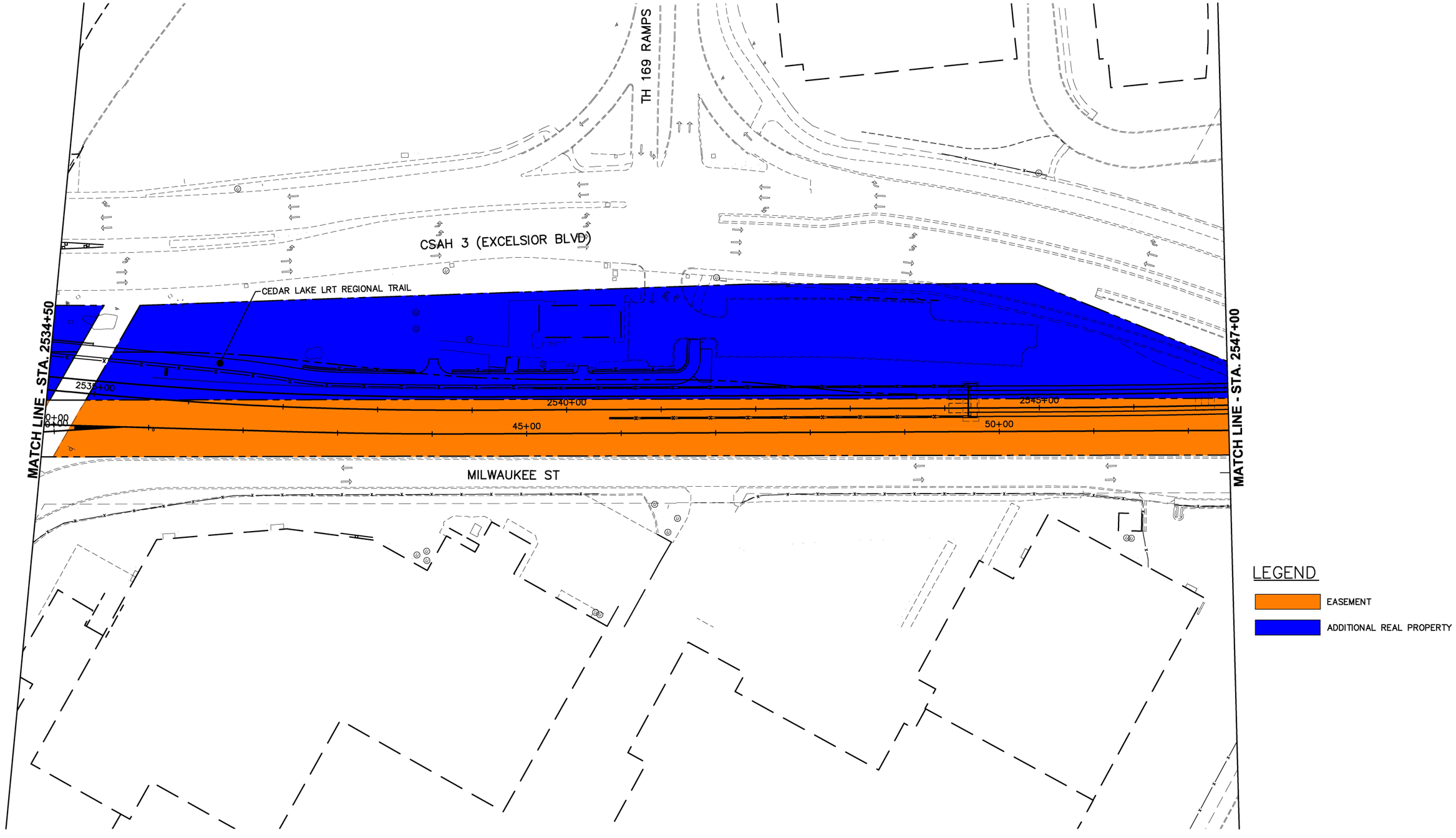
Rev 0
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 14 OF 29

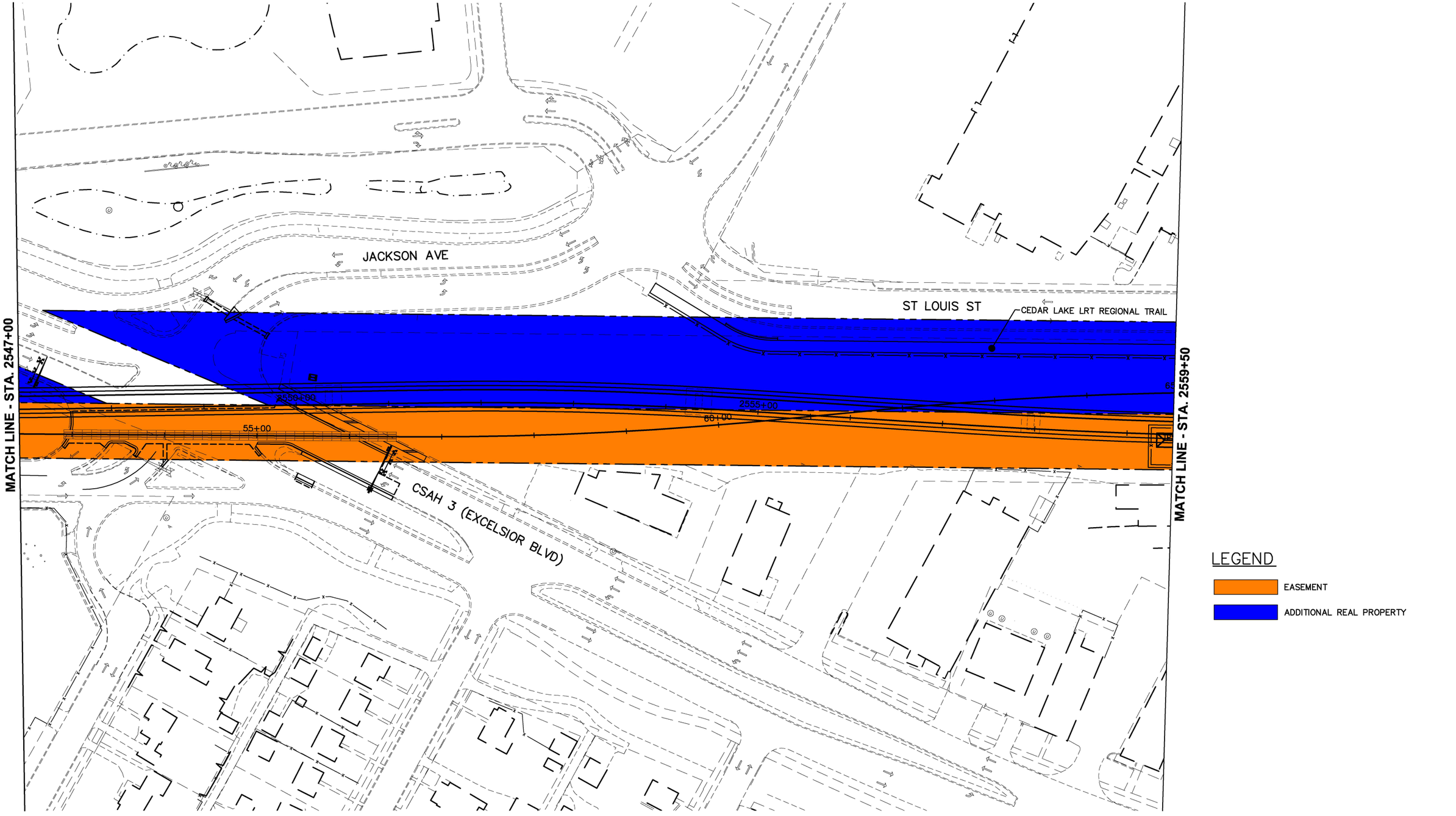
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar. 19 2018 08:57 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

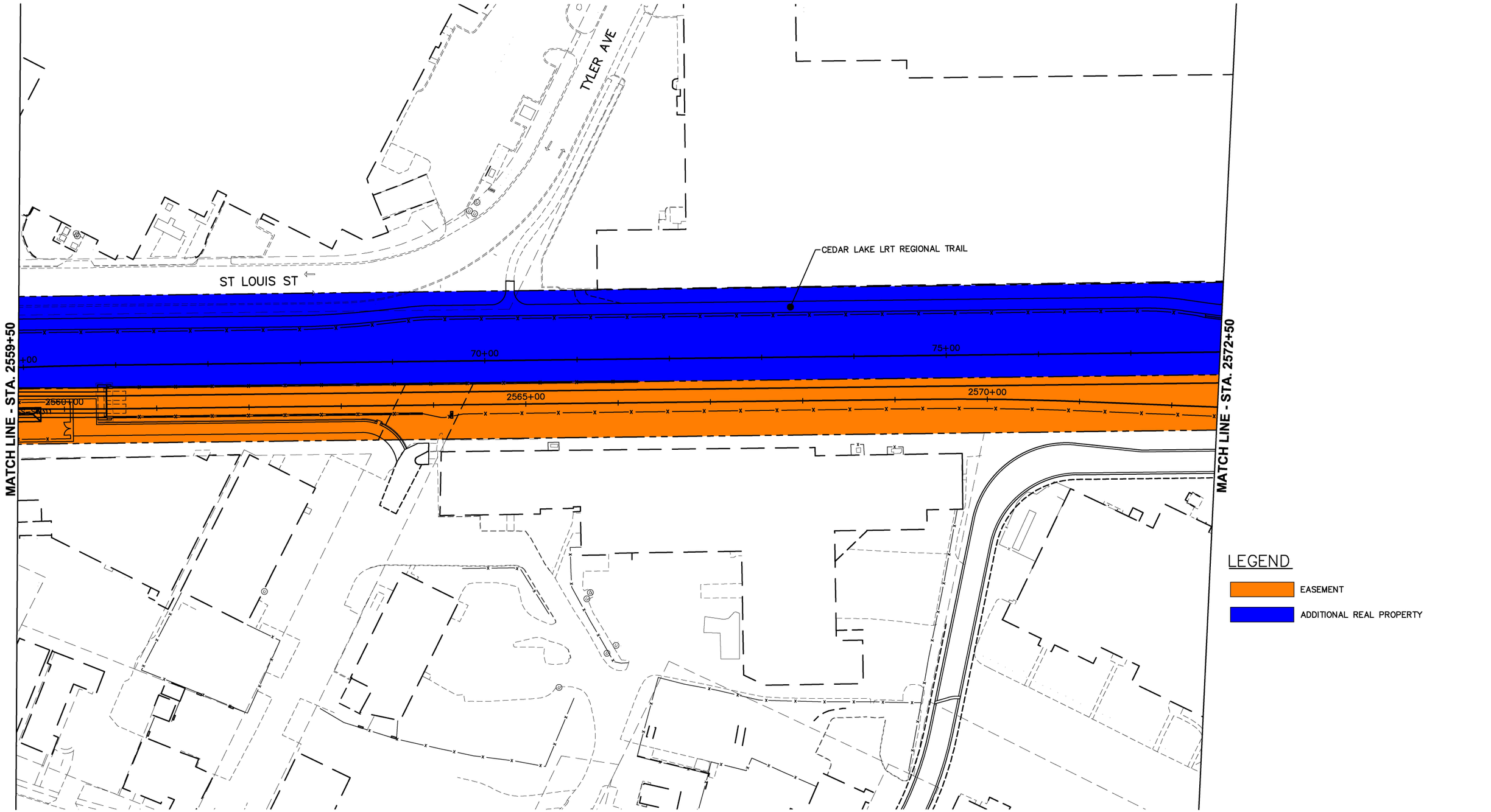
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EXHIBIT A-2
SHEET 15 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

Mar, 19 2018 08:58 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 16 OF 29

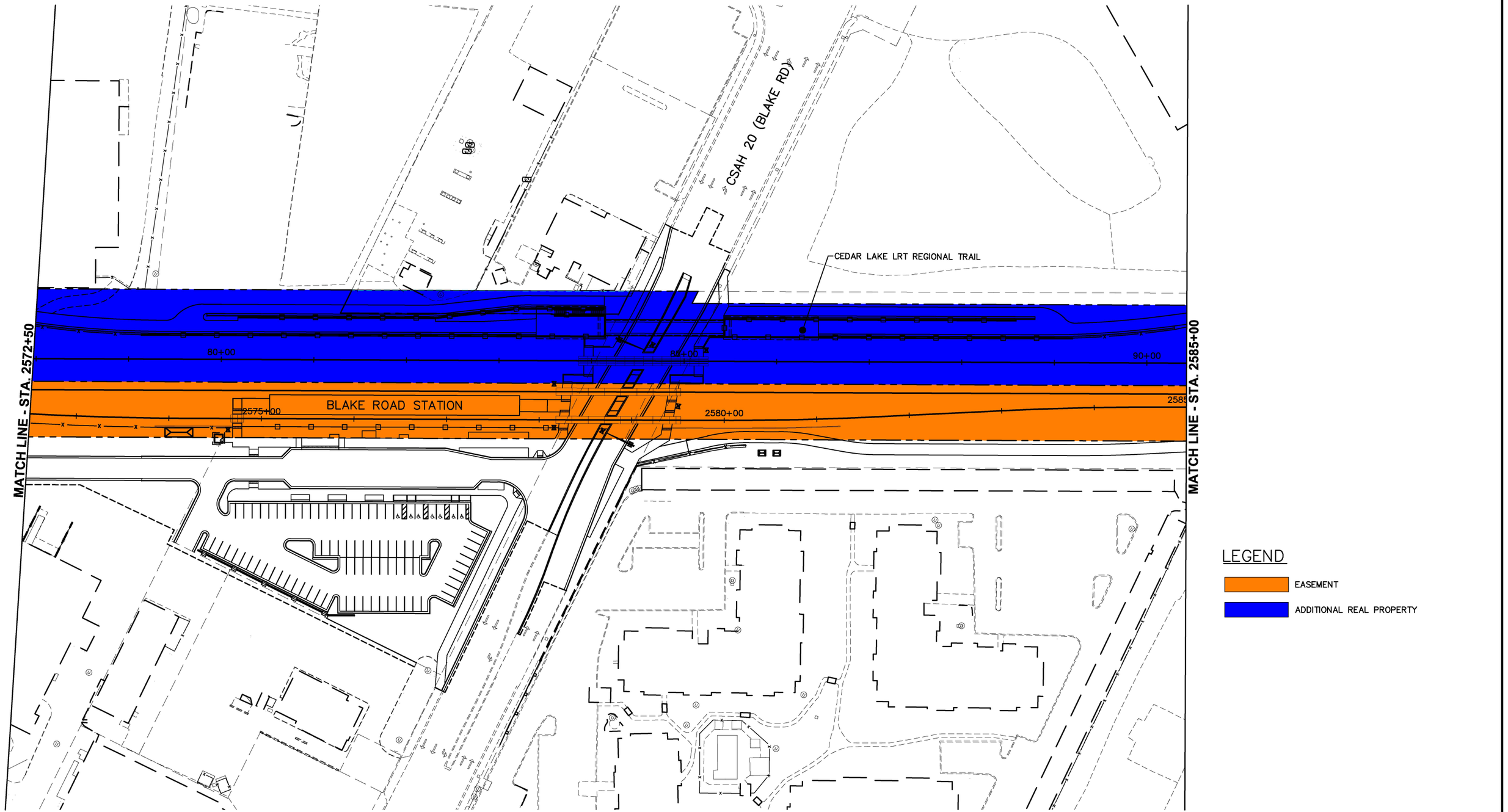
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 17 OF 29

Rev 0
02/28/2018

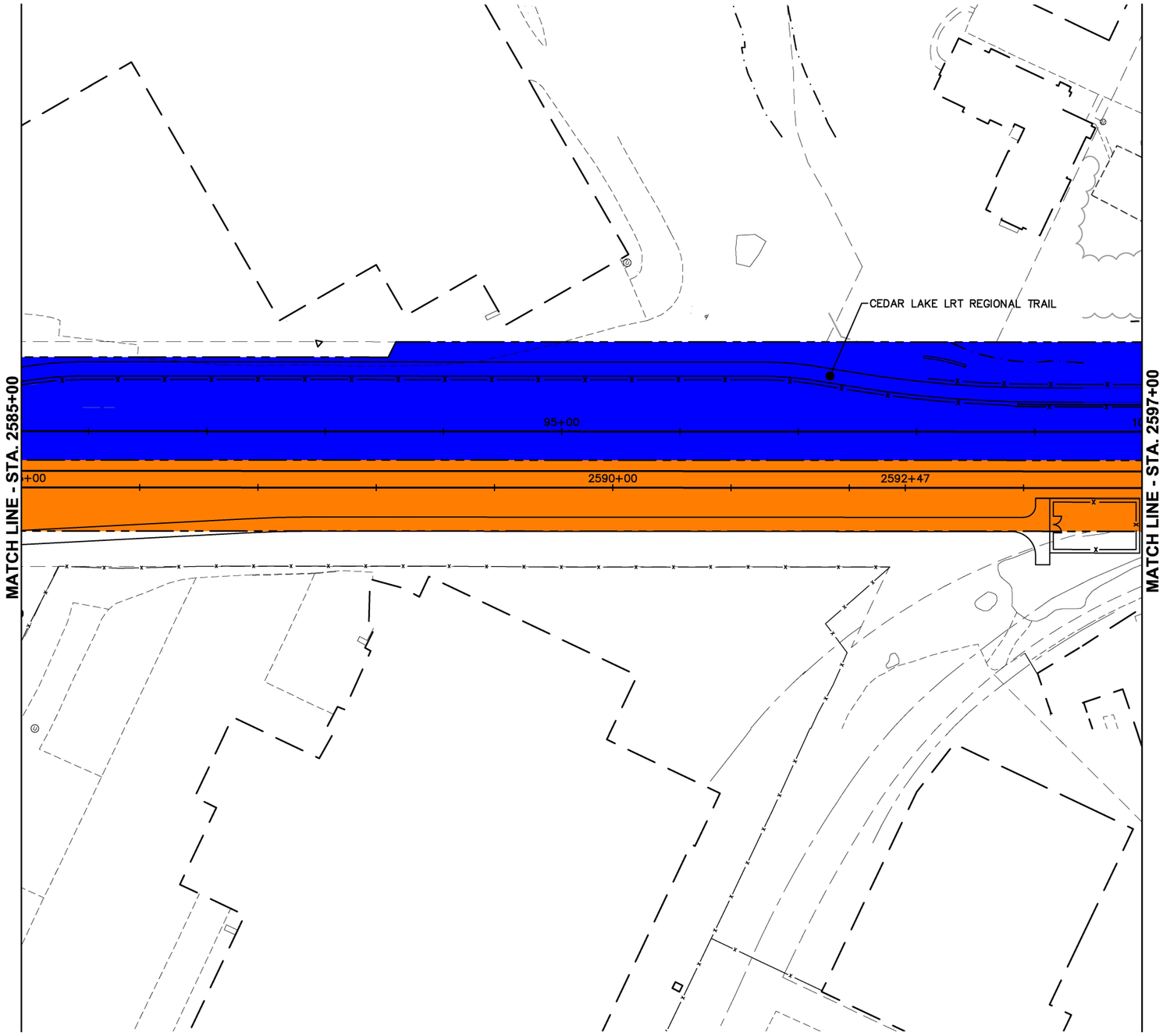
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 18 OF 29

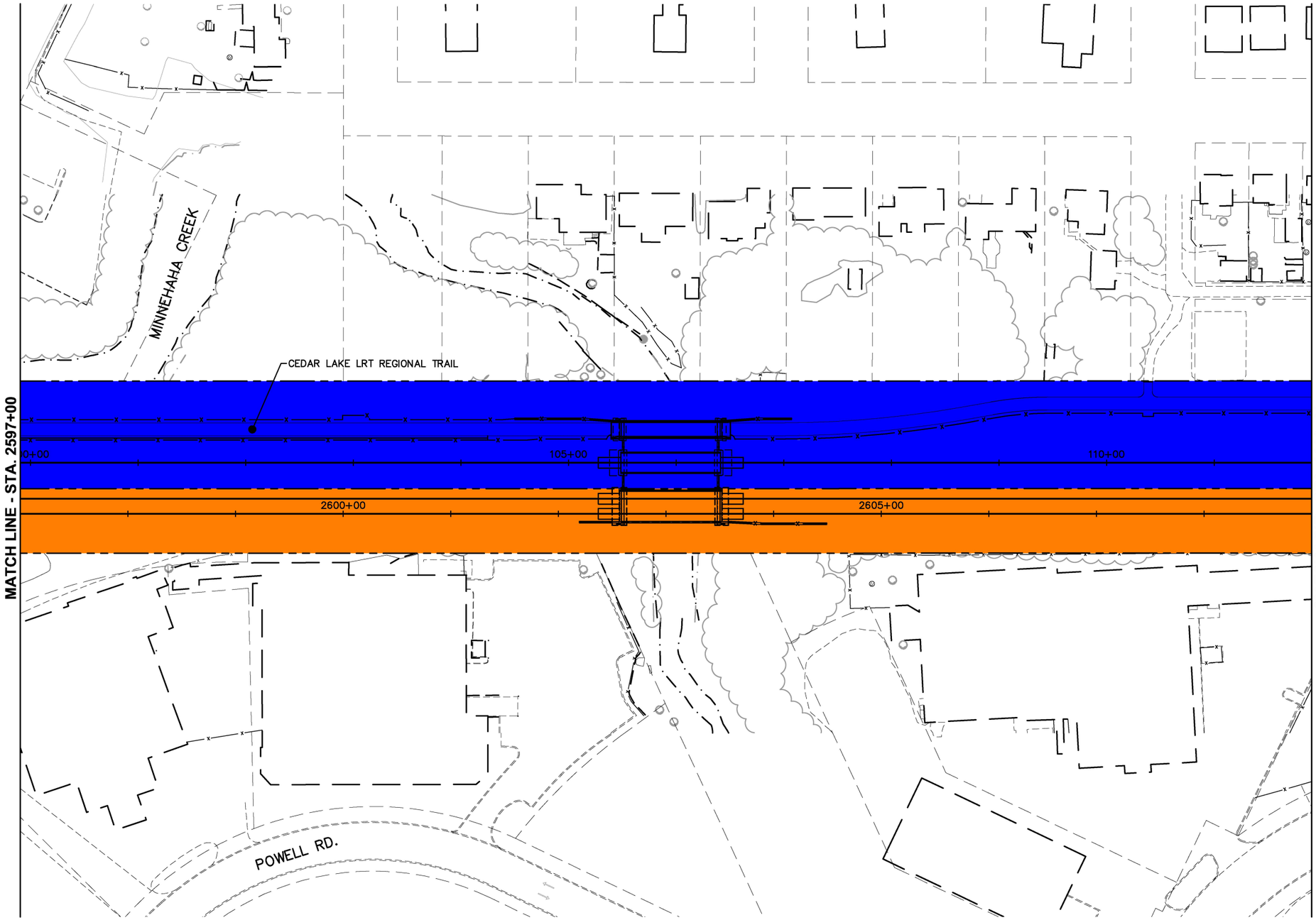
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METROPOLITAN COUNCIL

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Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 19 OF 29

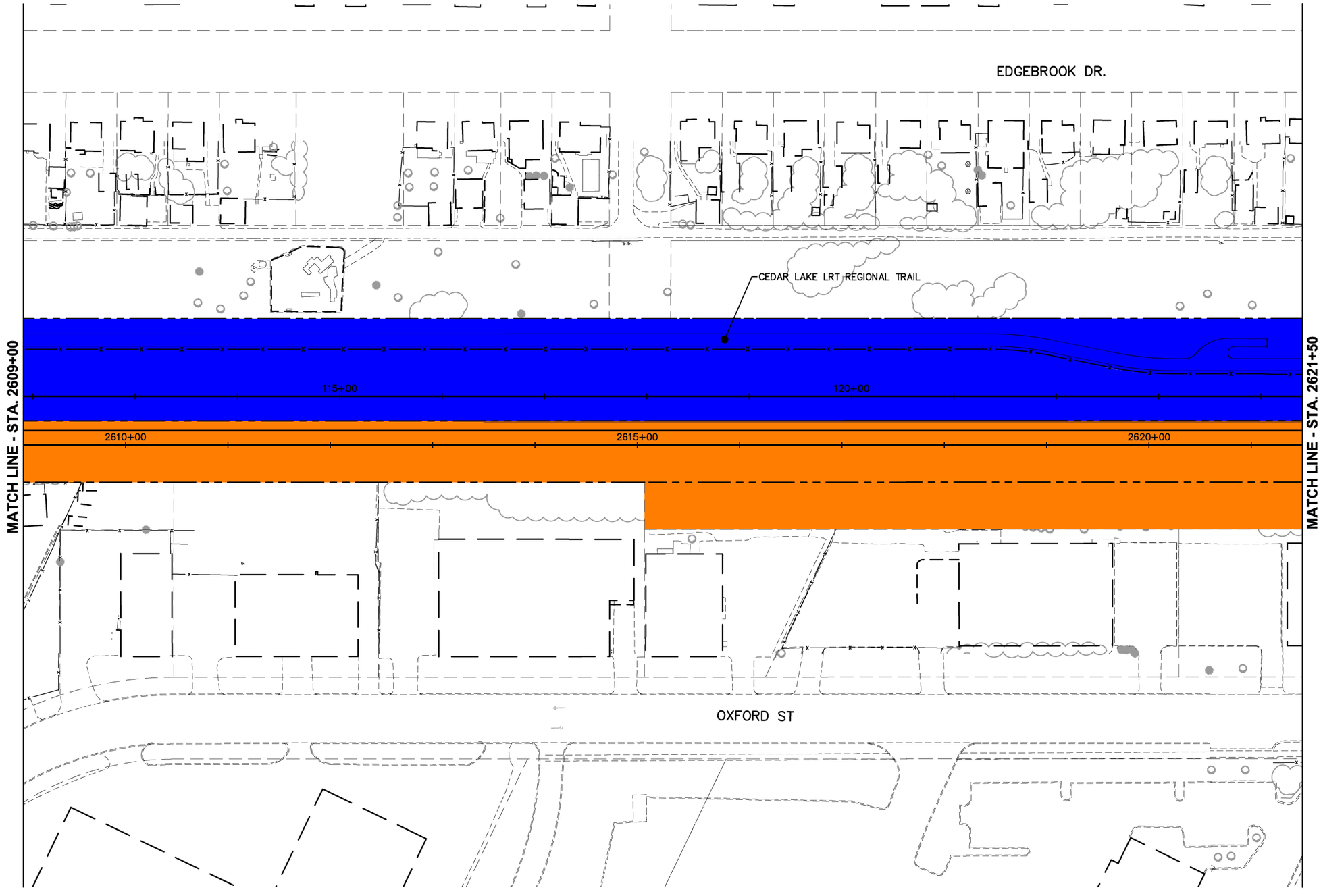
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 20 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:06 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 21 OF 29

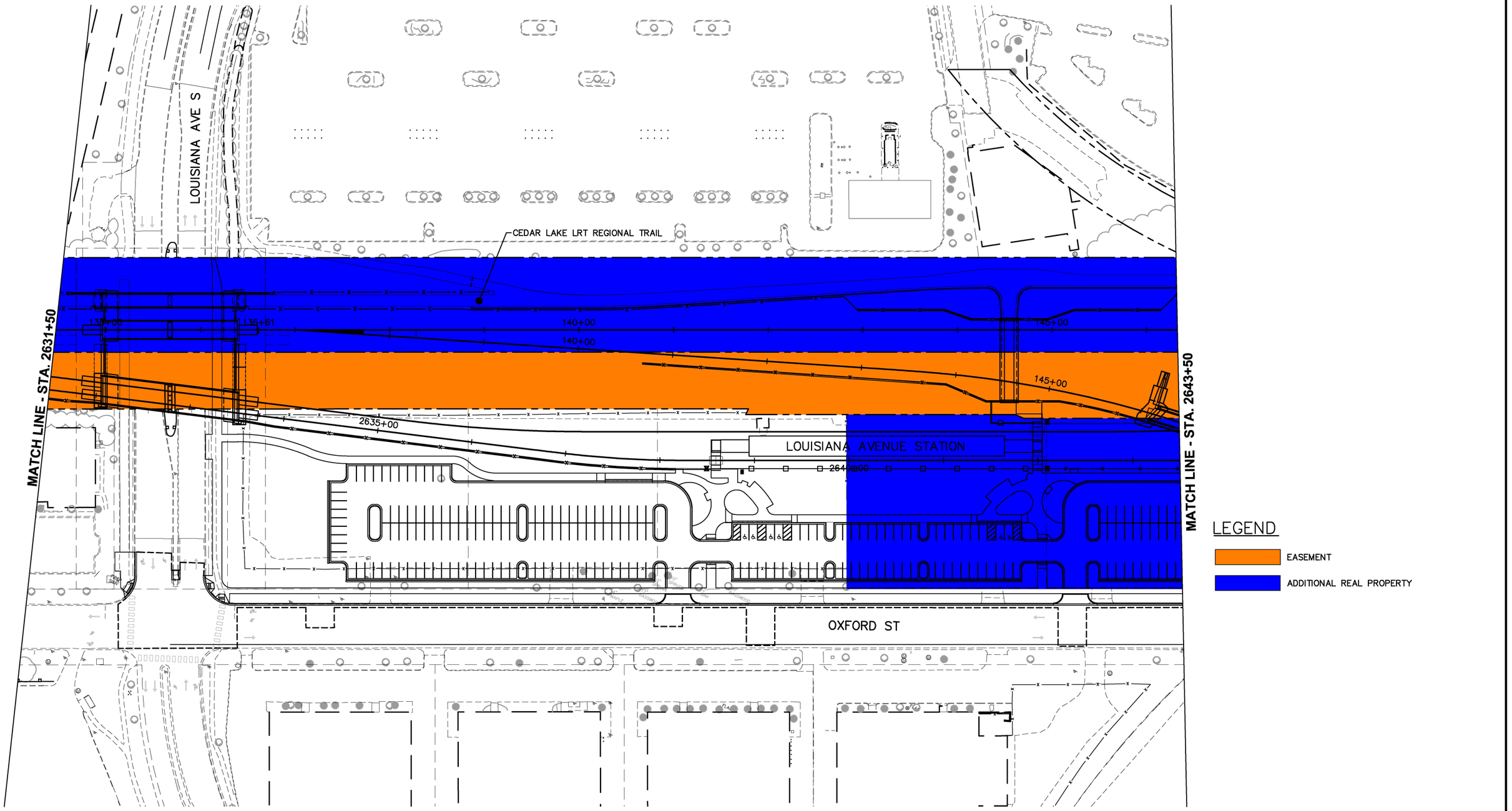
Rev 0
02/28/2018

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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 22 OF 29

Rev 0
02/28/2018

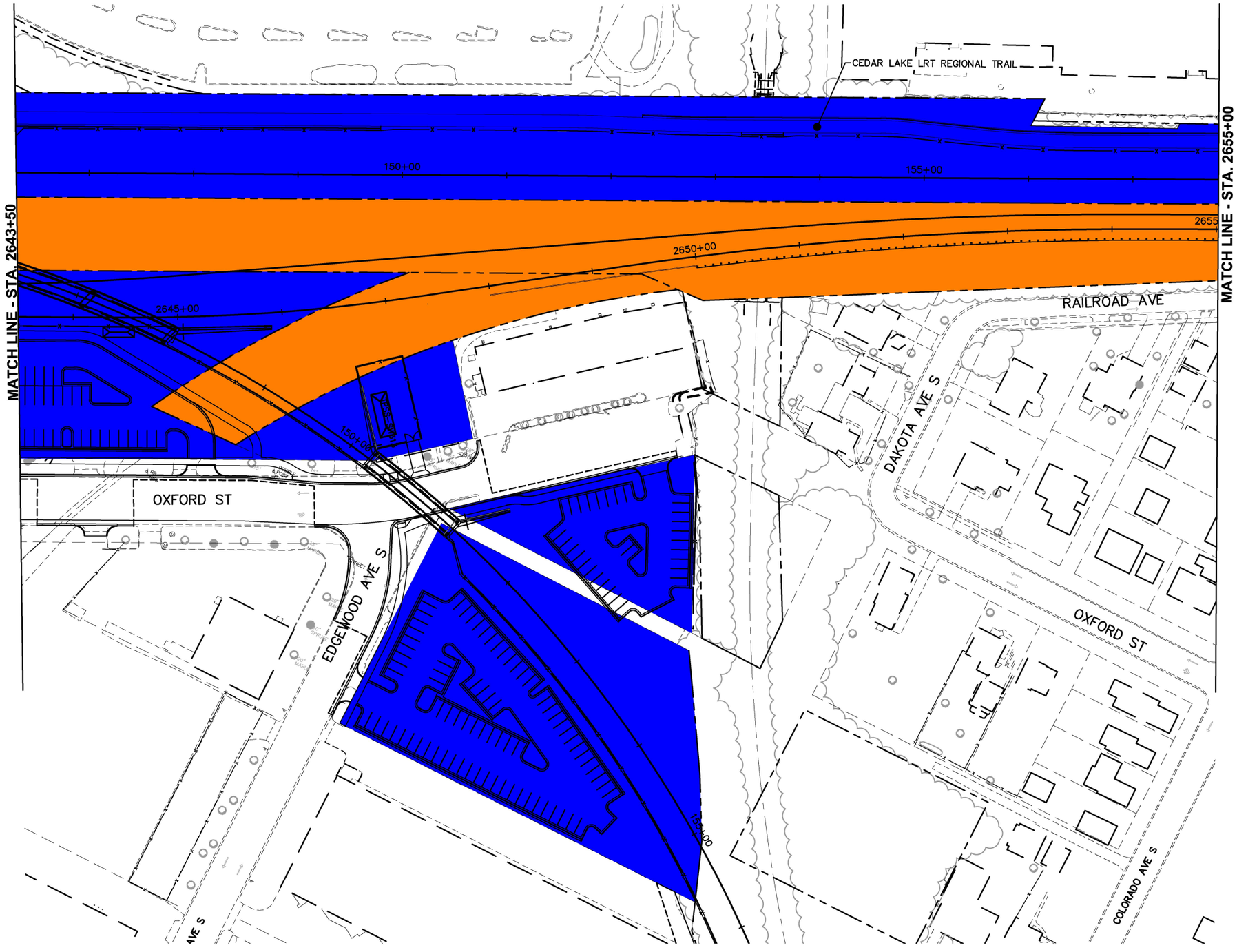
NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 23 OF 29

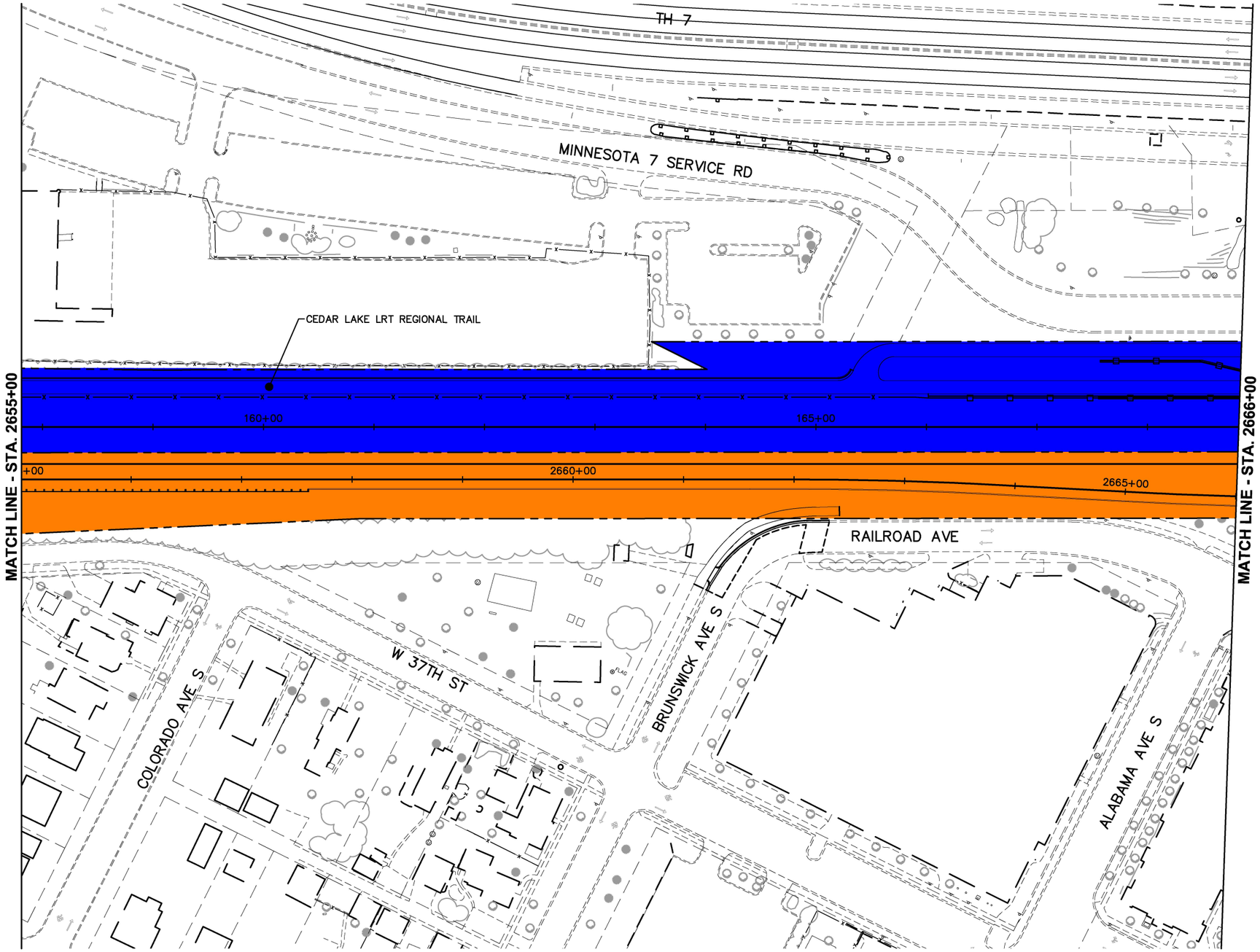
Rev 0
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 24 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

Mar. 19 2018 09:11 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

MATCH LINE - STA. 2666+00

MINNESOTA 7 SERVICE RD

WOODDALE AVE S

CEDAR LAKE LRT REGIONAL TRAIL

170+00

175+00

180+00

WOODDALE AVENUE STATION

2670+00

2675+00

W 36TH ST

YOSEMITE AVE S

W 35TH 1/2 ST

XENWOOD AVE S

MATCH LINE - STA. 2678+50

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 25 OF 29

Rev 0
02/28/2018

NORTH

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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar. 19 2018 11:56 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 26 OF 29

Rev 0
02/28/2018

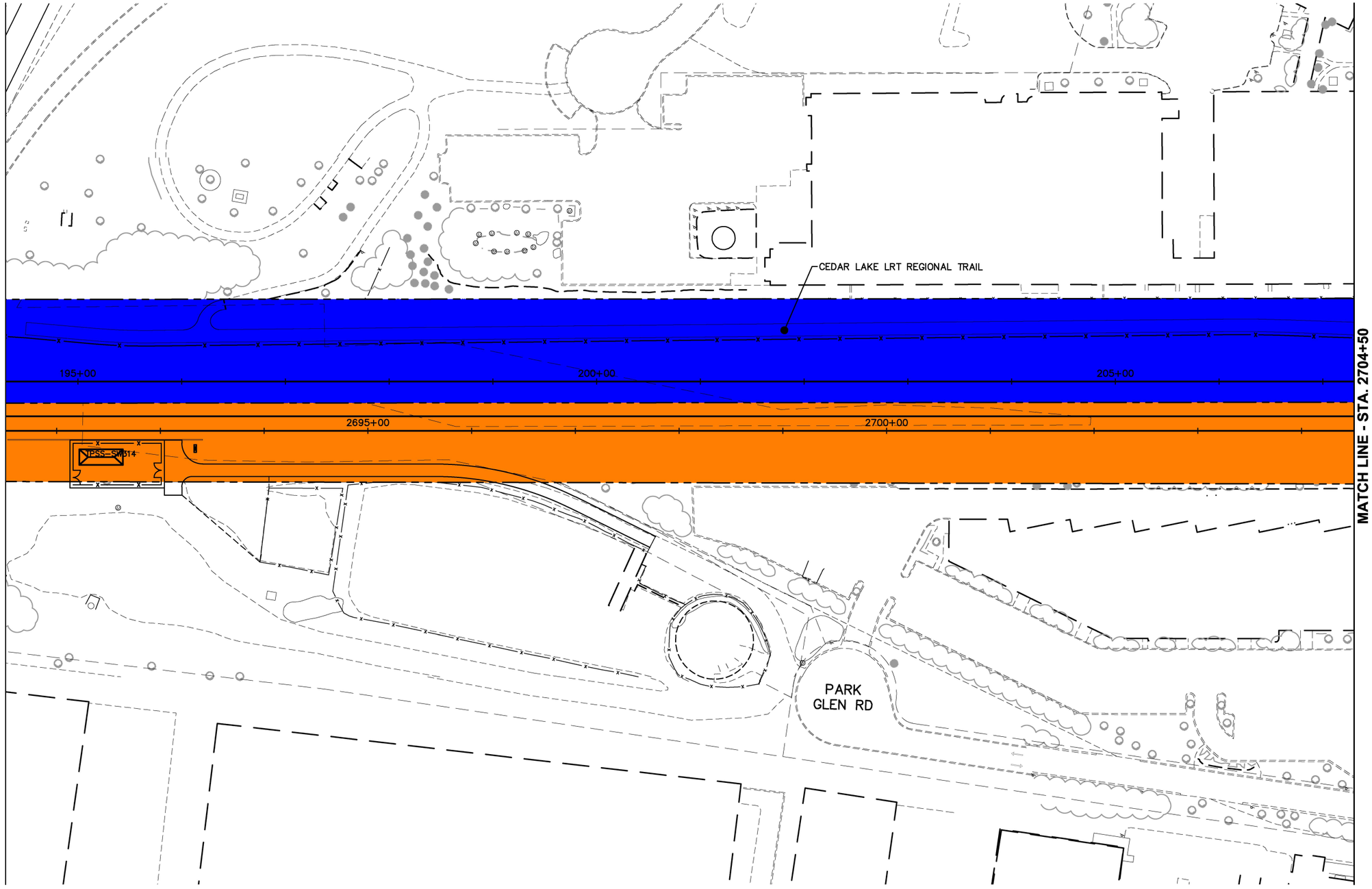
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 27 OF 29

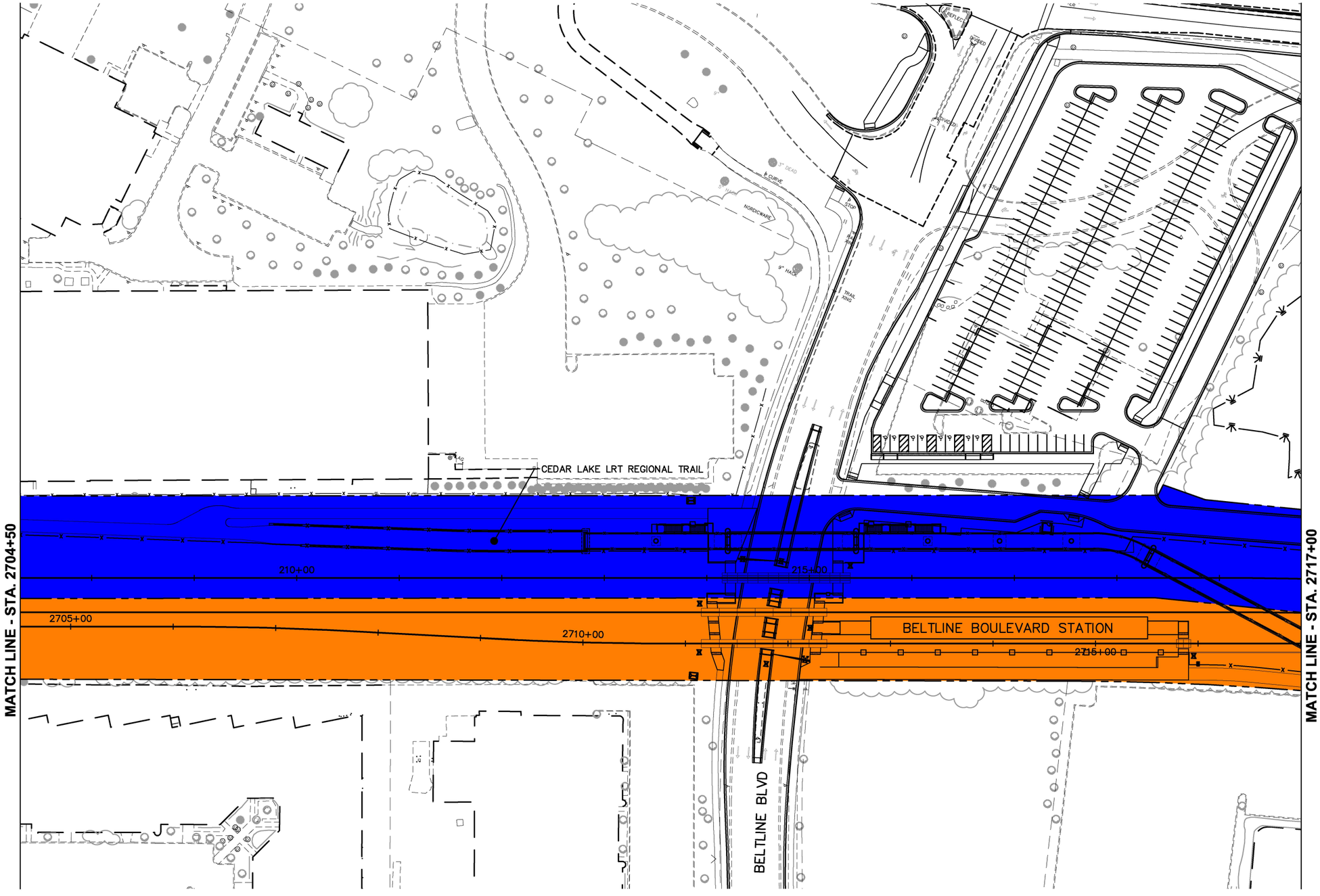
Rev 0
02/28/2018

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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 28 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:16 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 29 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:17 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\EZ-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

EXHIBIT B-1

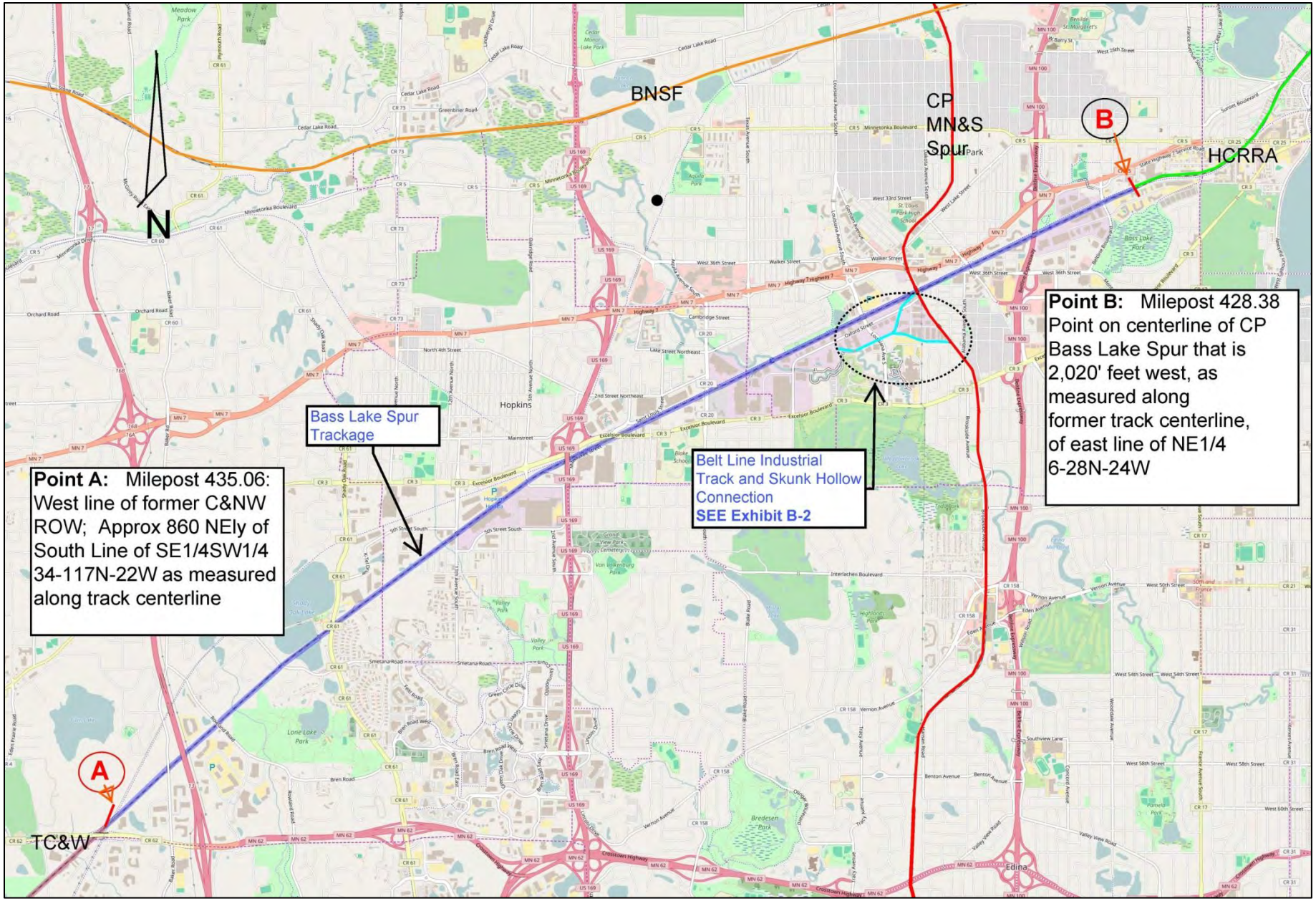

BNSF
CP
MN&S
Spur
B
HCRRA
N
Point B: Milepost 428.38
Point on centerline of CP
Bass Lake Spur that is
2,020' feet west, as
measured along
former track centerline,
of east line of NE1/4
6-28N-24W
Bass Lake Spur
Trackage
Belt Line Industrial
Track and Skunk Hollow
Connection
SEE Exhibit B-2
Point A: Milepost 435.06:
West line of former C&NW
ROW; Approx 860 NEly of
South Line of SE1/4SW1/4
34-117N-22W as measured
along track centerline
A
TC&W
Hopkins
Edina

EXHIBIT B-2

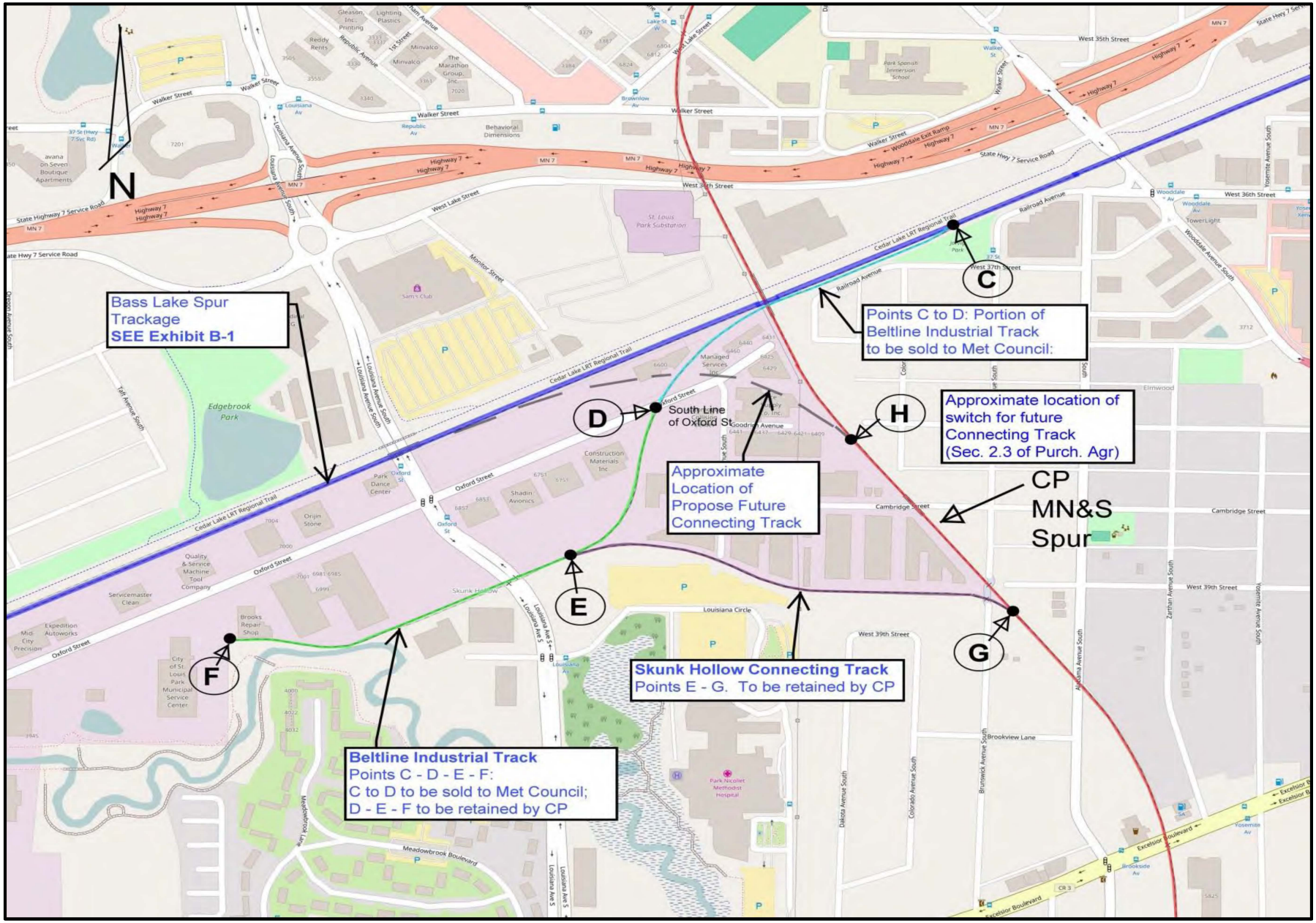

N
Bass Lake Spur
Trackage
SEE Exhibit B-1
Points C to D: Portion of
Beltline Industrial Track
to be sold to Met Council:
C
D
South Line
of Oxford St
H
Approximate location of
switch for future
Connecting Track
(Sec. 2.3 of Purch. Agr)
Approximate
Location of
Propose Future
Connecting Track
CP
MN&S
Spur
E
F
G
Skunk Hollow Connecting Track
Points E - G. To be retained by CP
Beltline Industrial Track
Points C - D - E - F:
C to D to be sold to Met Council;
D - E - F to be retained by CP
Edgebrook
Park
Cedar Lake LRT Regional Trail
Oxford Street
Cambridge Street
West 39th Street
Louisiana Circle
Meadowbrook Boulevard
Excelsior Boulevard
Brookview Lane
Railroad Avenue
West 37th Street
West 36th Street
West 35th Street
Walker Street
West Lake Street
Monitor Street
Louisiana Avenue South
Dakota Avenue South
Colorado Avenue South
Brunswick Avenue South
Alabama Avenue South
Zarthan Avenue South
Yosemite Avenue South
Woodale Avenue South
Highway 7
MN 7
State Highway 7 Service Road
Park Nicollet
Methodist
Hospital
Sam's Club
St. Louis
Park Substation

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.

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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:_____
>
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:_____
>
Its: >

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Council No. 18I022

HCRRA No. A188711

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 Statues 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:	To HCRRA:
Metropolitan Council	Hennepin County Regional Railroad Authority
Attn: Regional Administrator	Attn: Executive Director
390 Robert Street North	A2300 Hennepin County Government Center
Saint Paul, Minnesota 55101	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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

By: _____
Executive Director

Date: _____

Date: _____

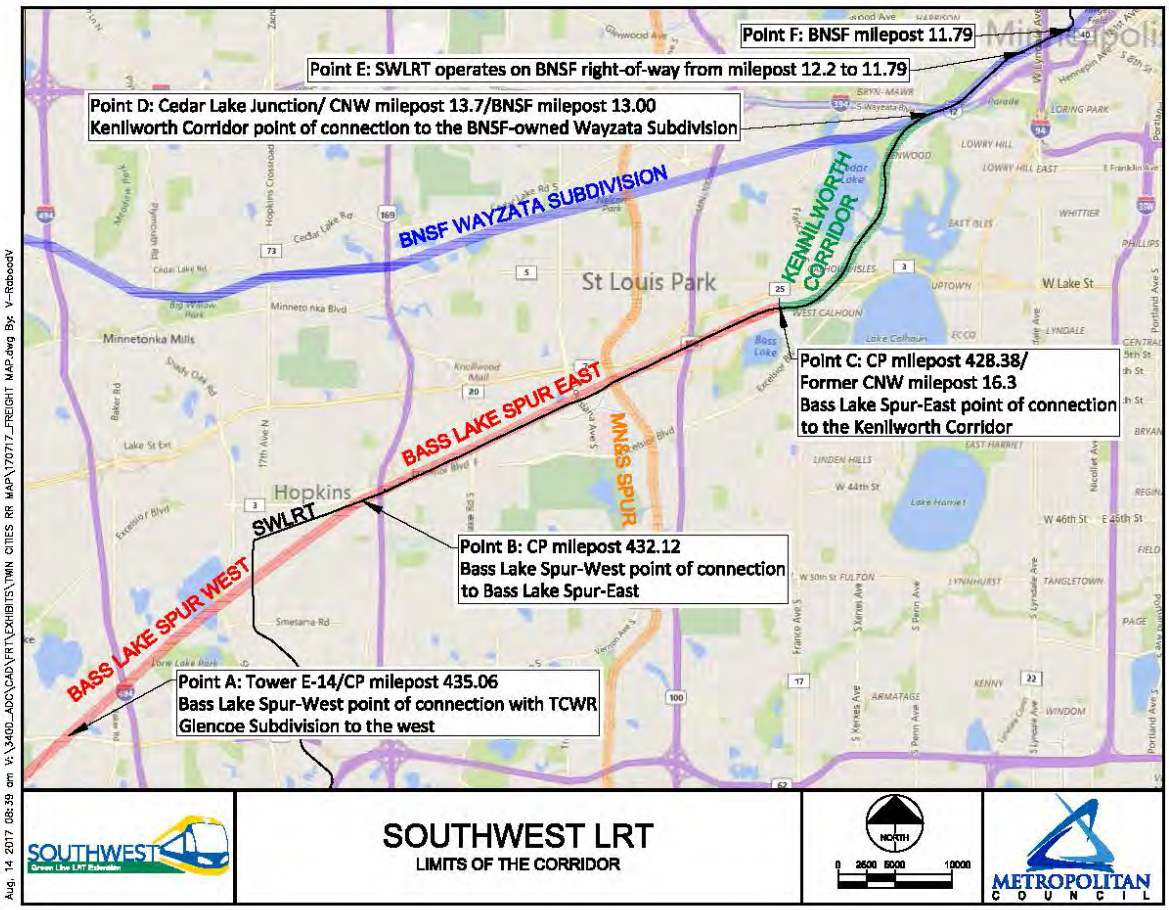
HENNEPIN COUNTY acknowledges its rights as a third-party beneficiary as provided in Section 14.

By: _____

Date: _____

EXHIBIT A

Limits of the Corridors



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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.

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

MP 435.06

MATCH LINE - A

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 01 OF 29

Rev 0
02/28/2018

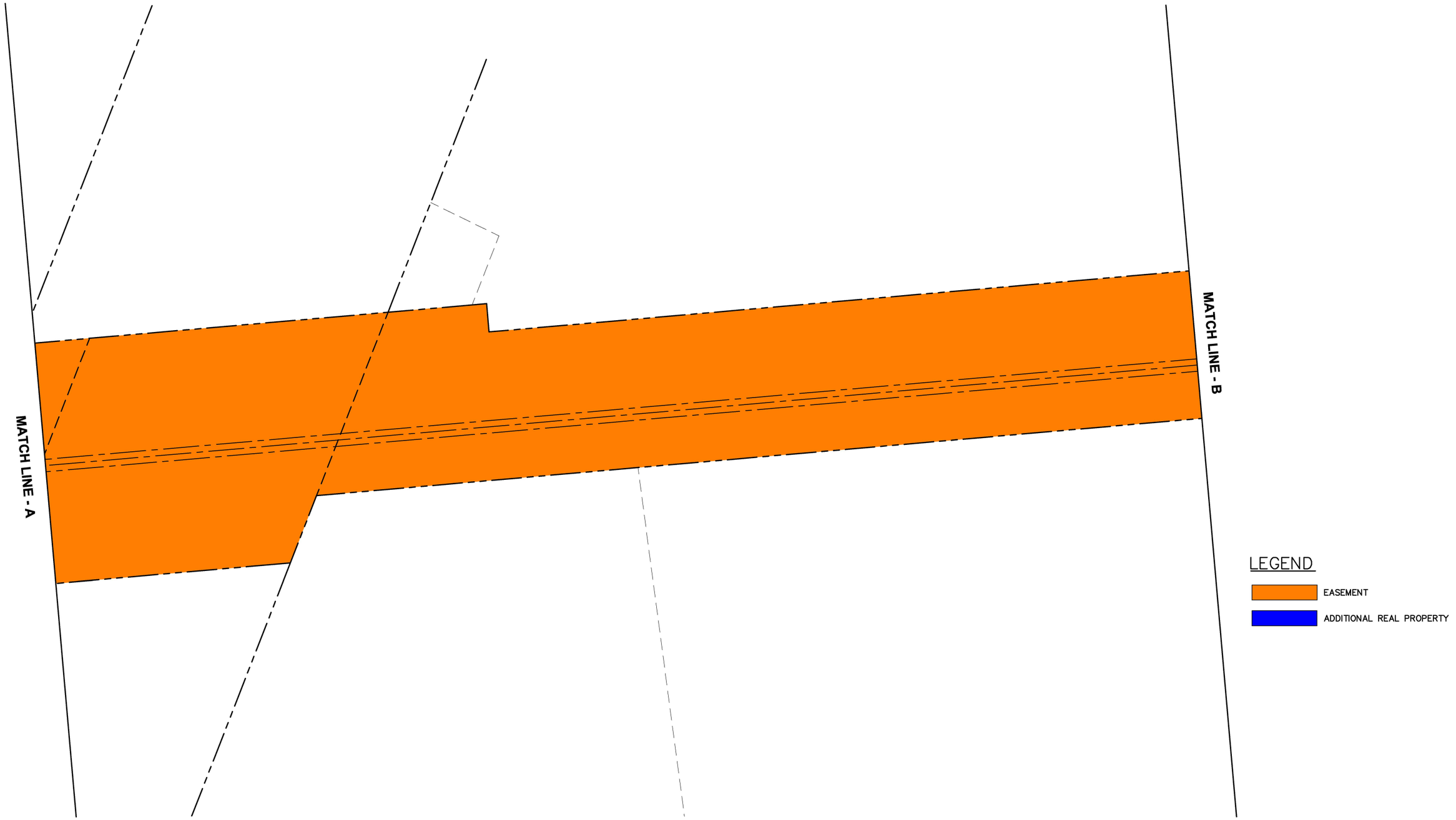
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 02 OF 29

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02/28/2018

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MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 03 OF 29

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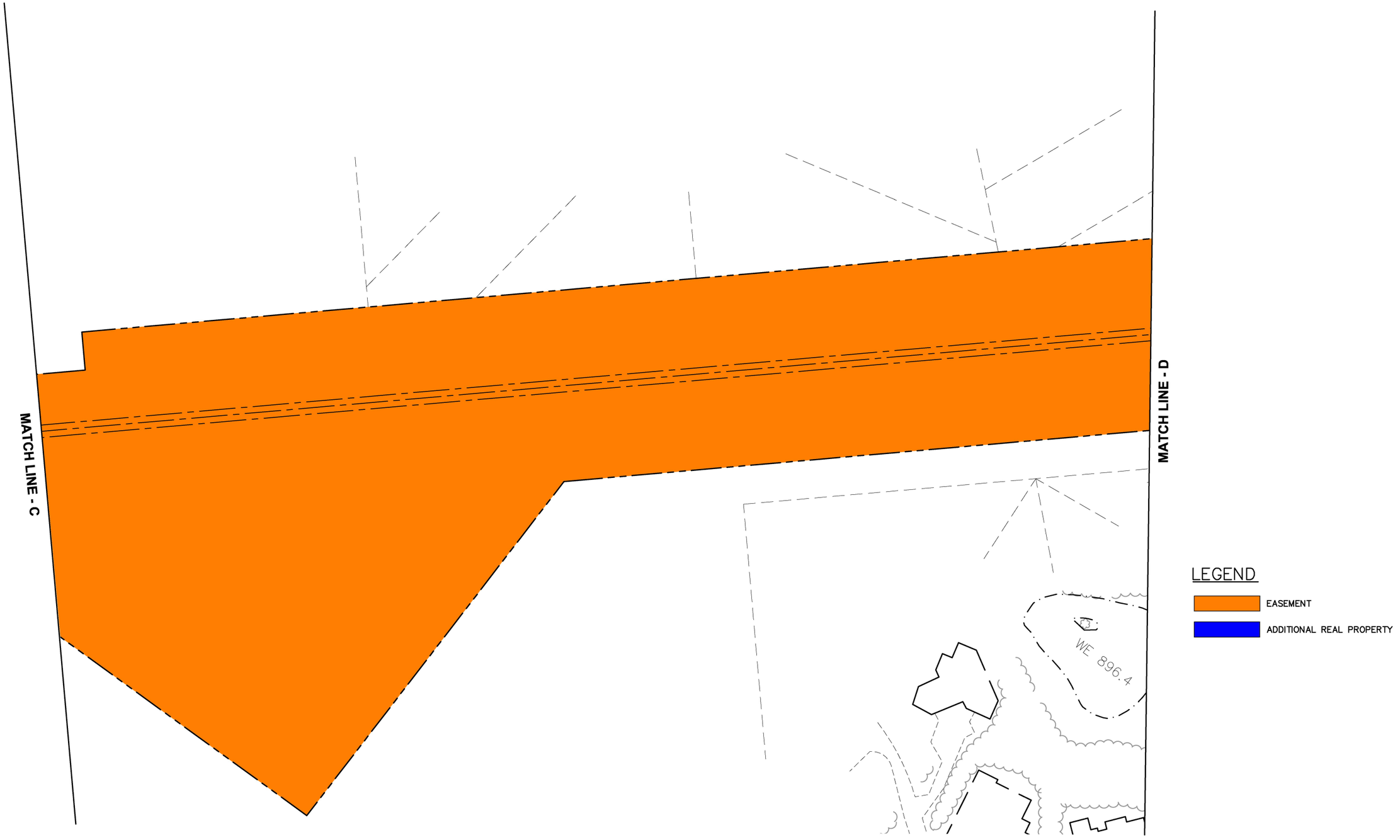
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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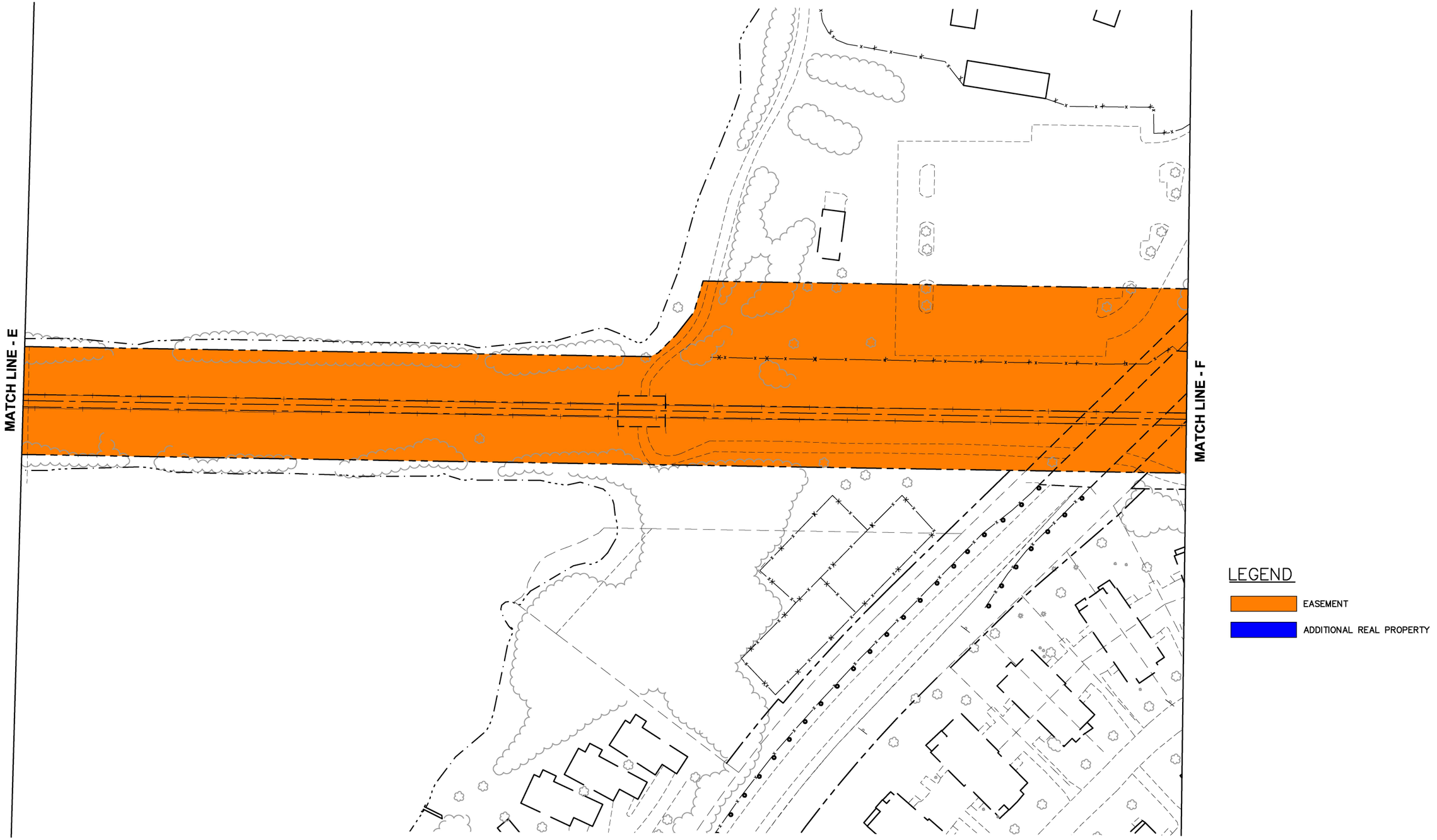
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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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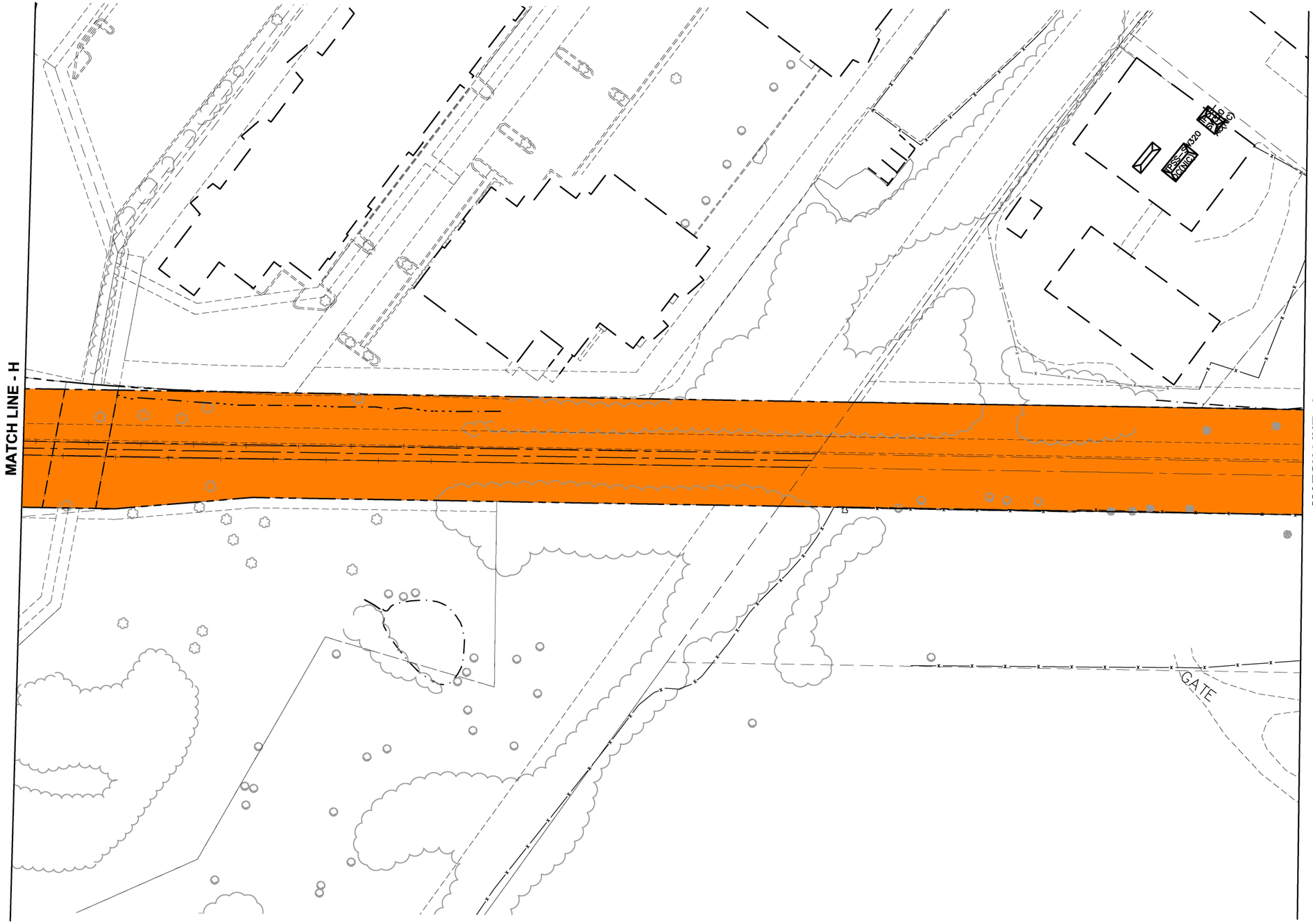
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 08 OF 29

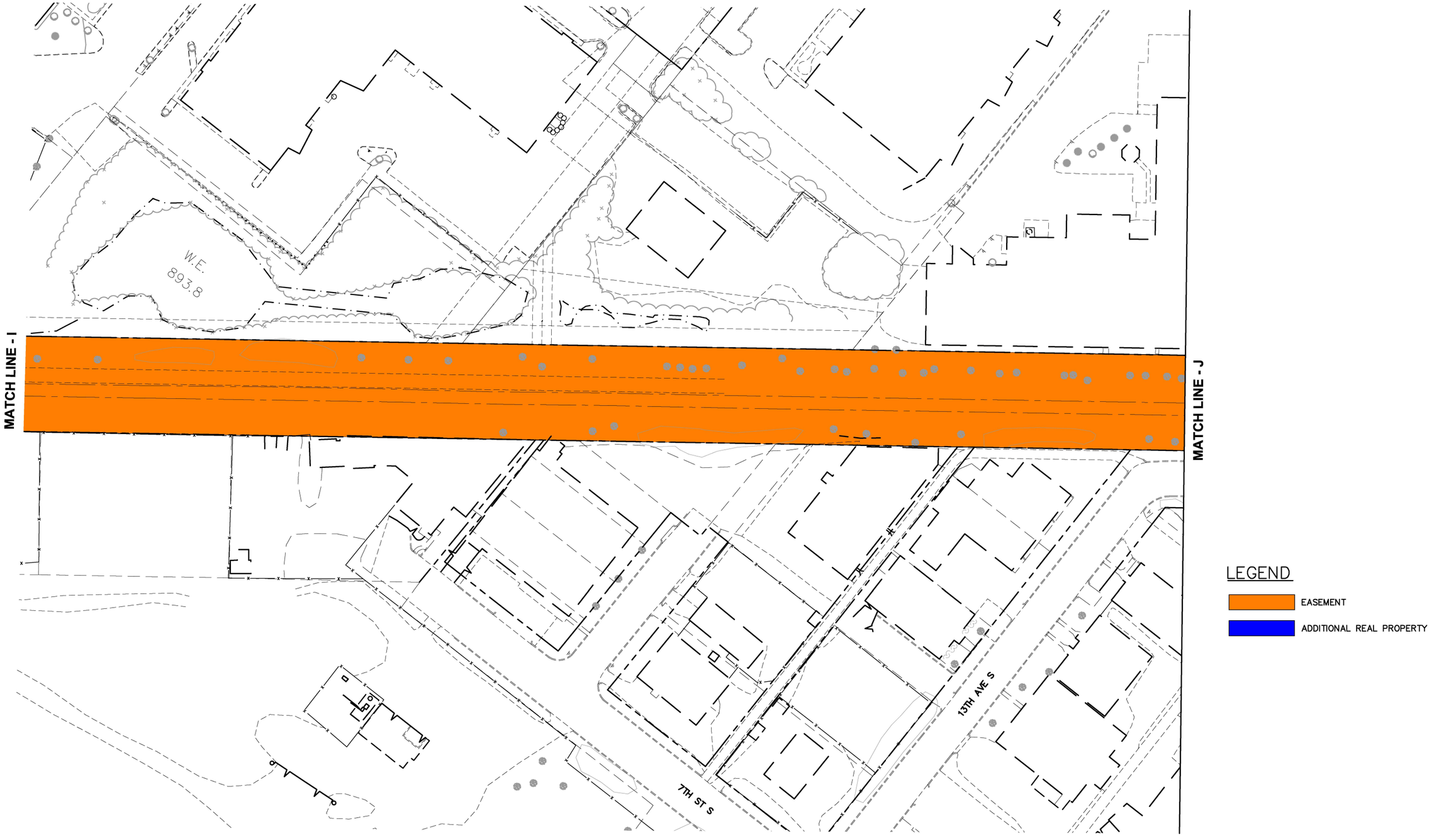
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 09 OF 29

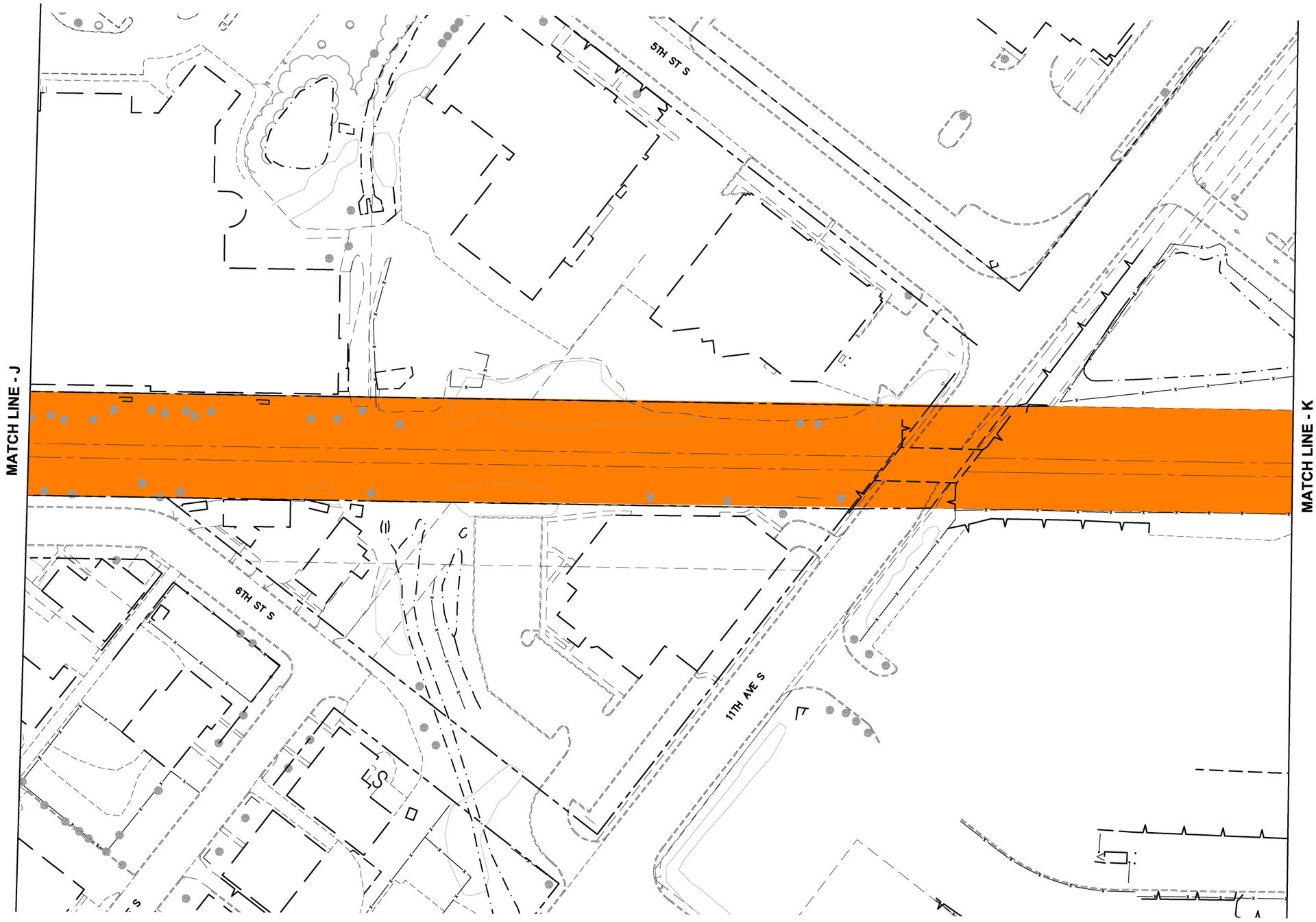
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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 11 OF 29

Rev 0
02/28/2018

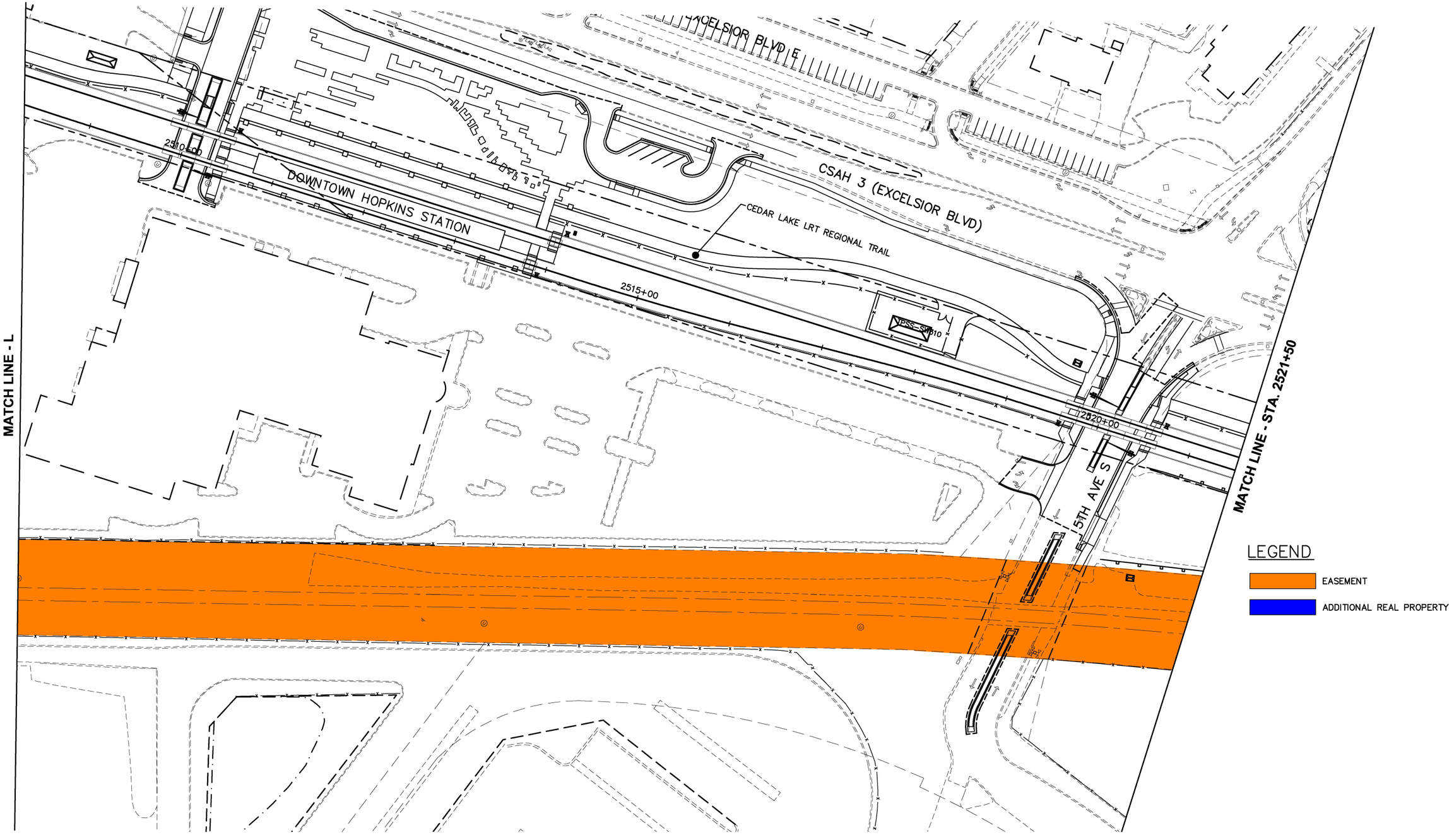
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 12 OF 29

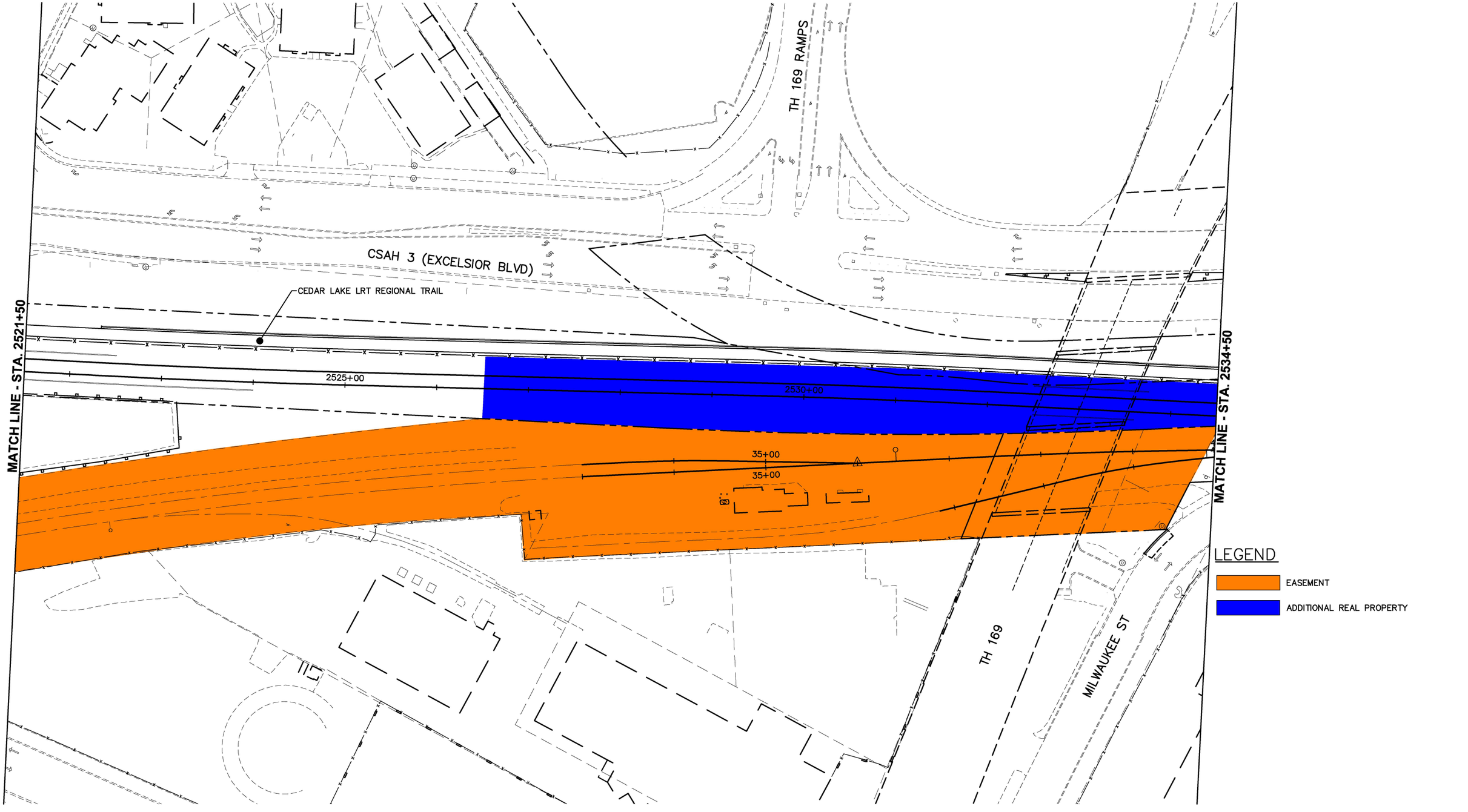
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 13 OF 29

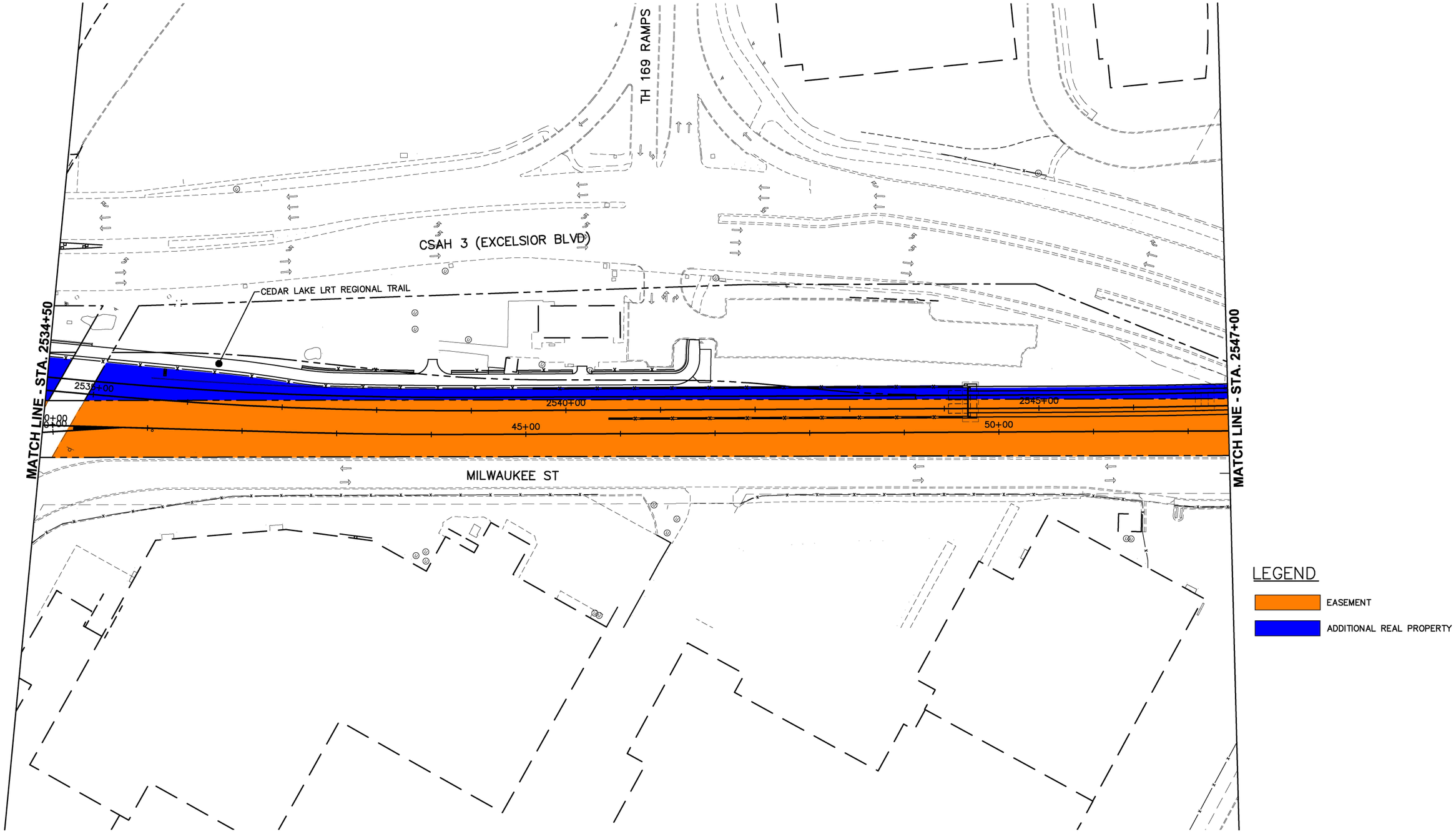
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 14 OF 29

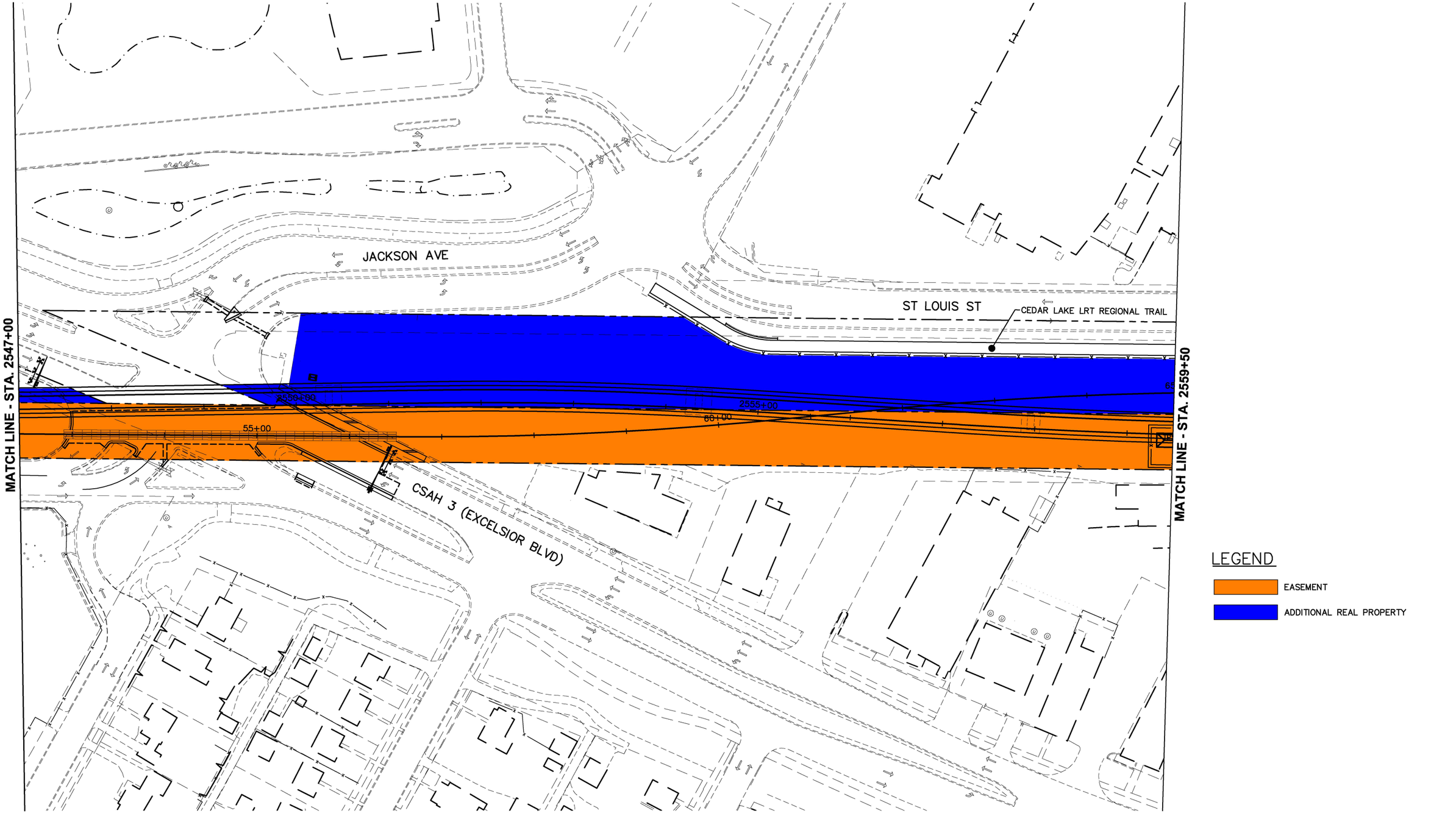
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 15 OF 29

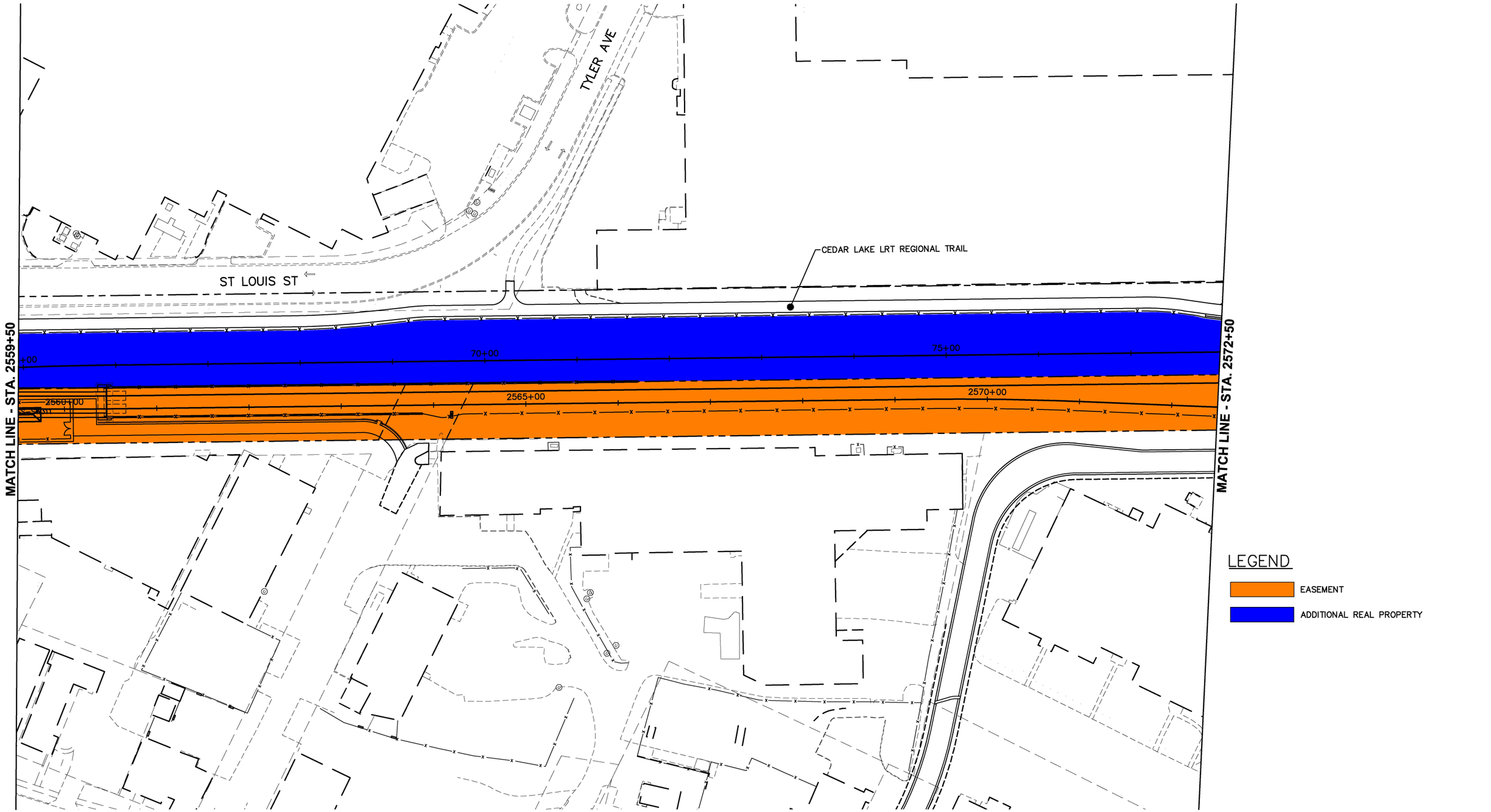
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 16 OF 29

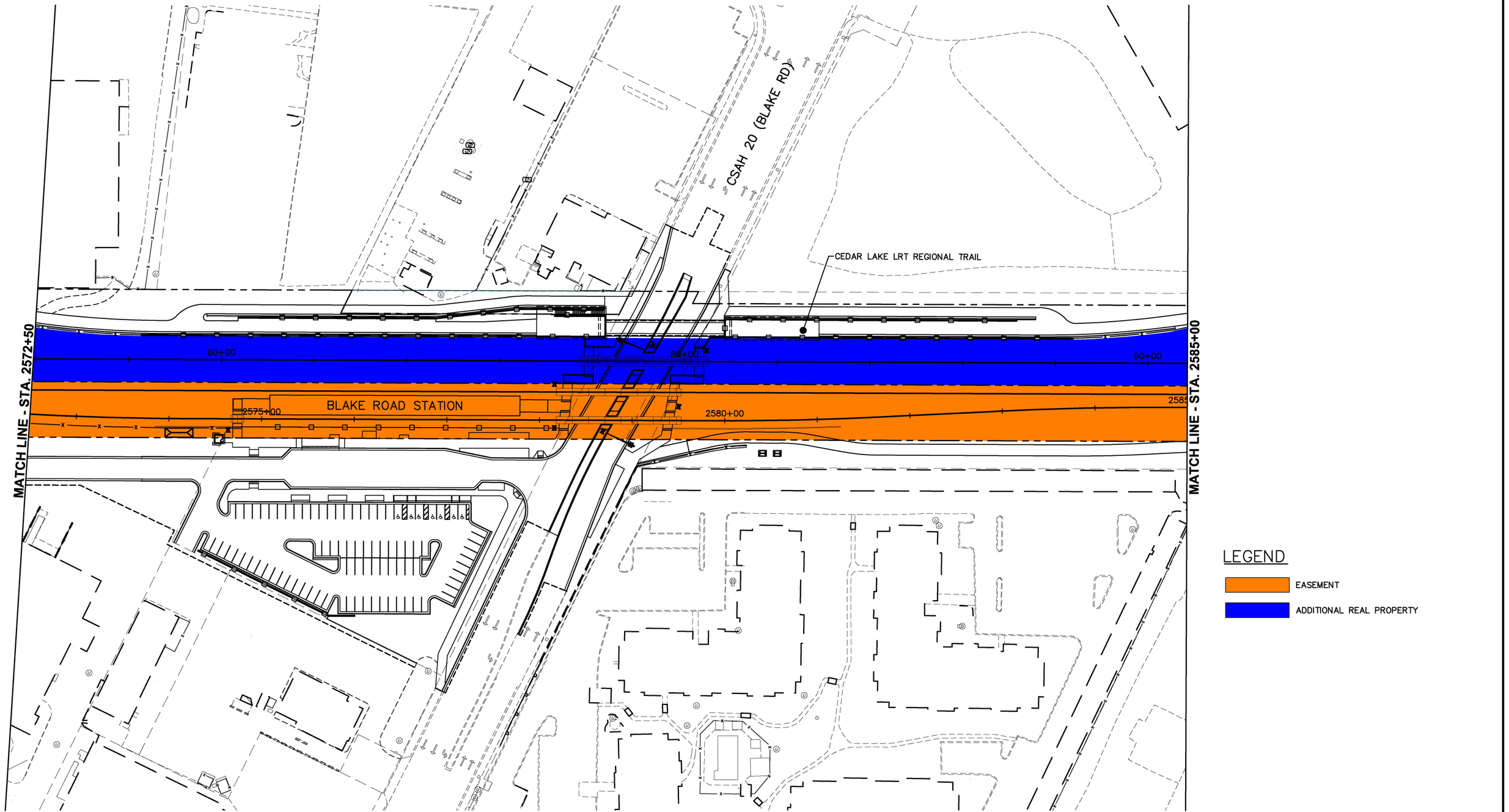
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 17 OF 29

Rev 0
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METROPOLITAN COUNCIL

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 18 OF 29

Rev 0
02/28/2018

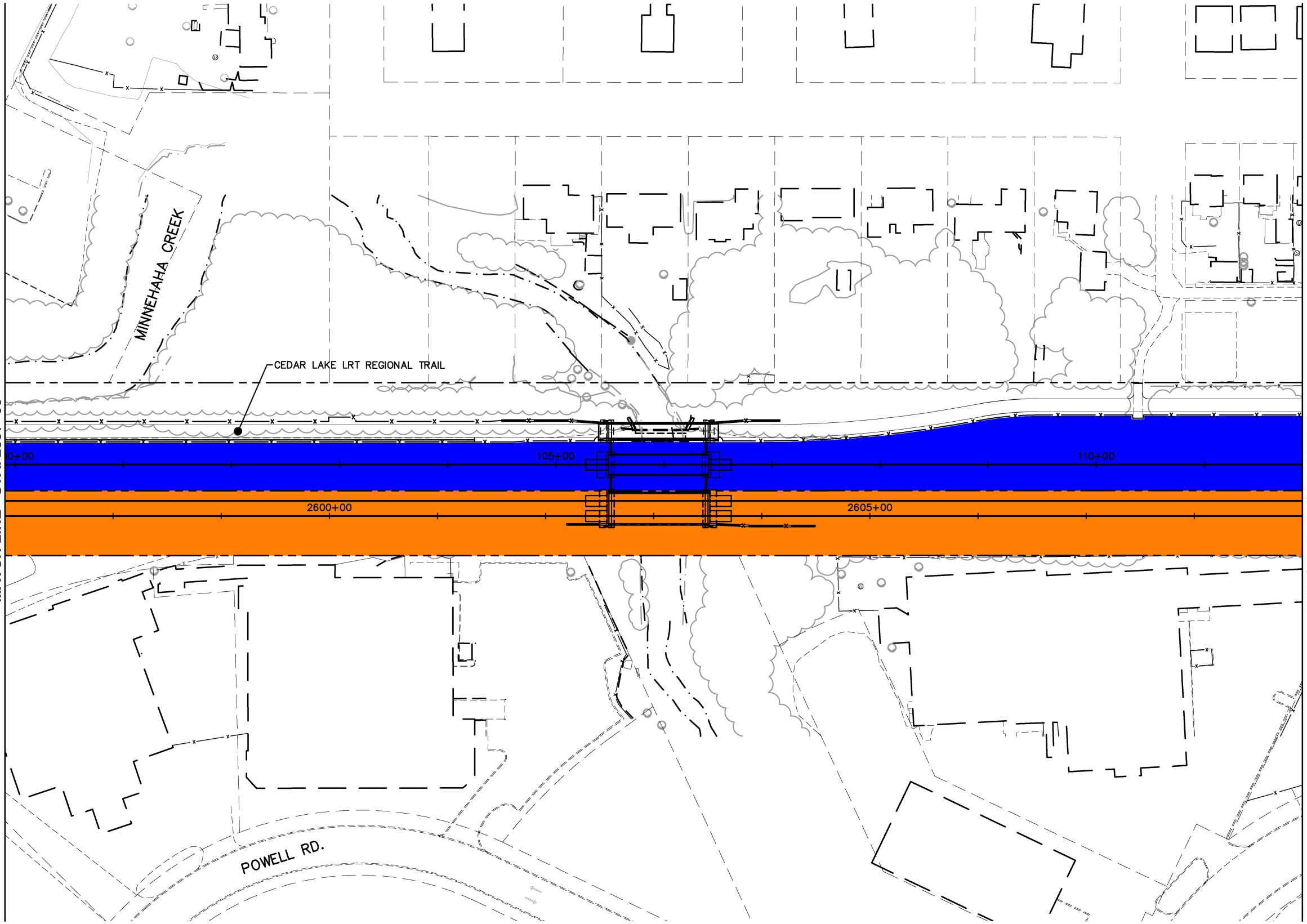
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 19 OF 29

Rev 0
02/28/2018

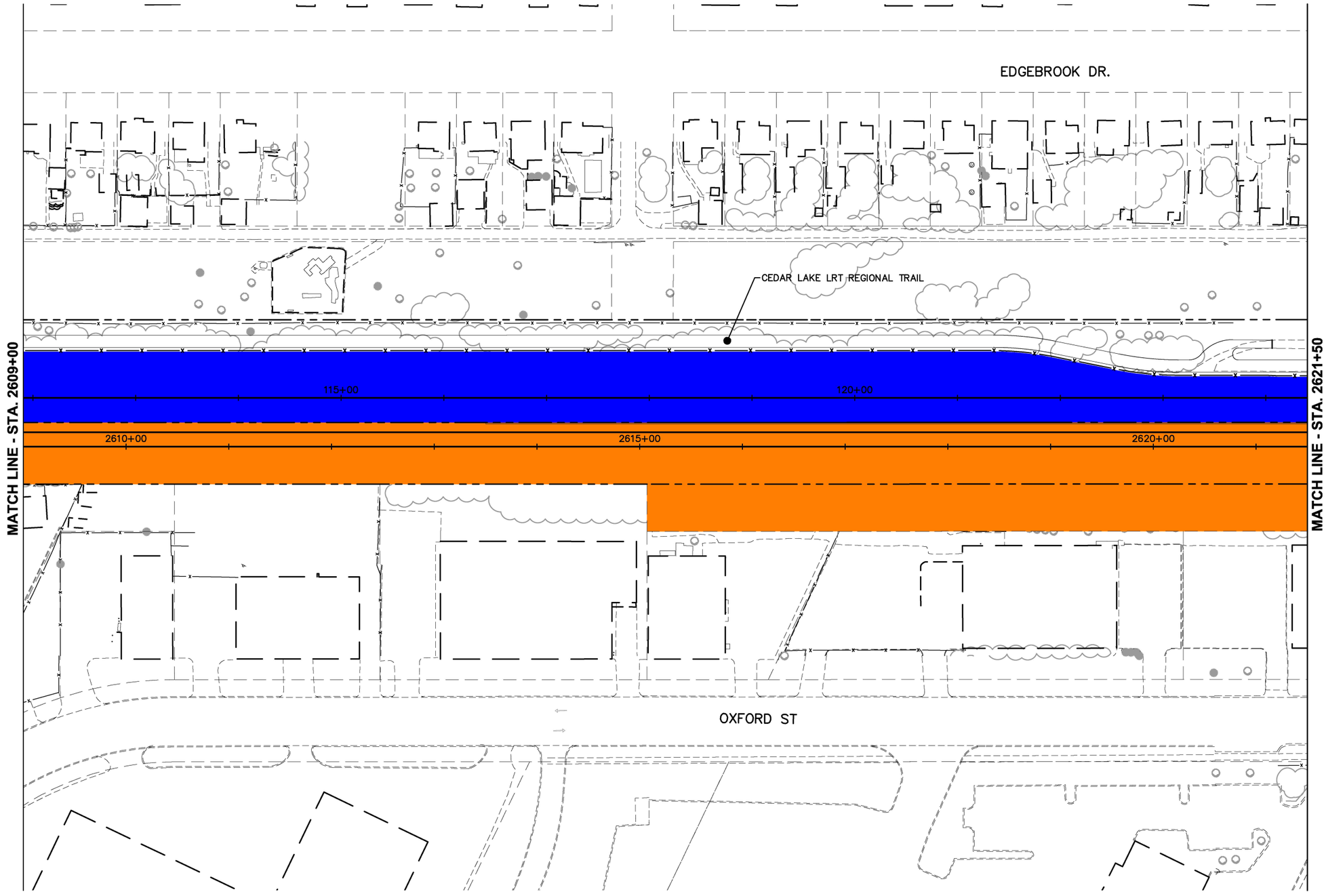
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 20 OF 29

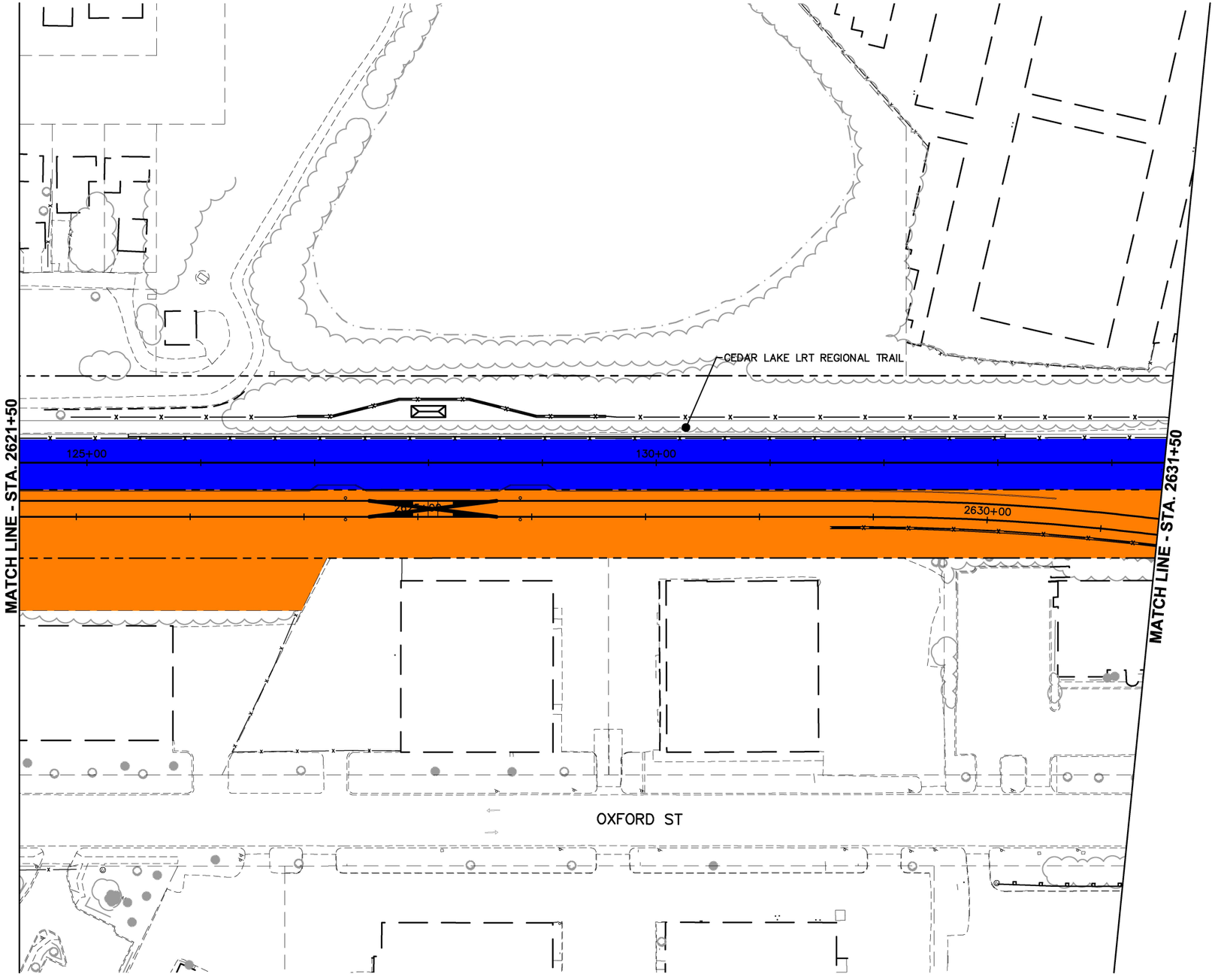
Rev 0
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 21 OF 29

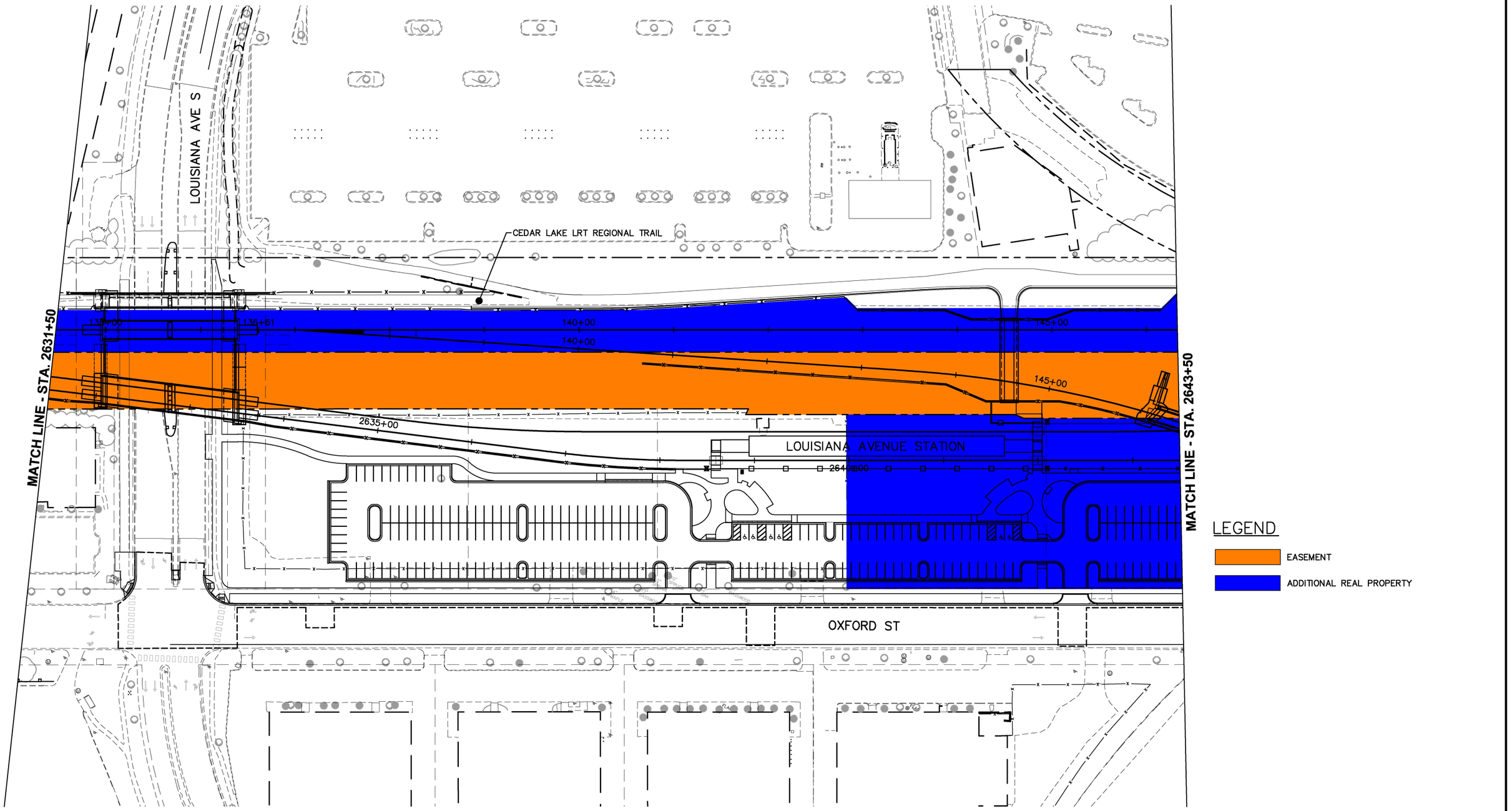
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 22 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 23 OF 29

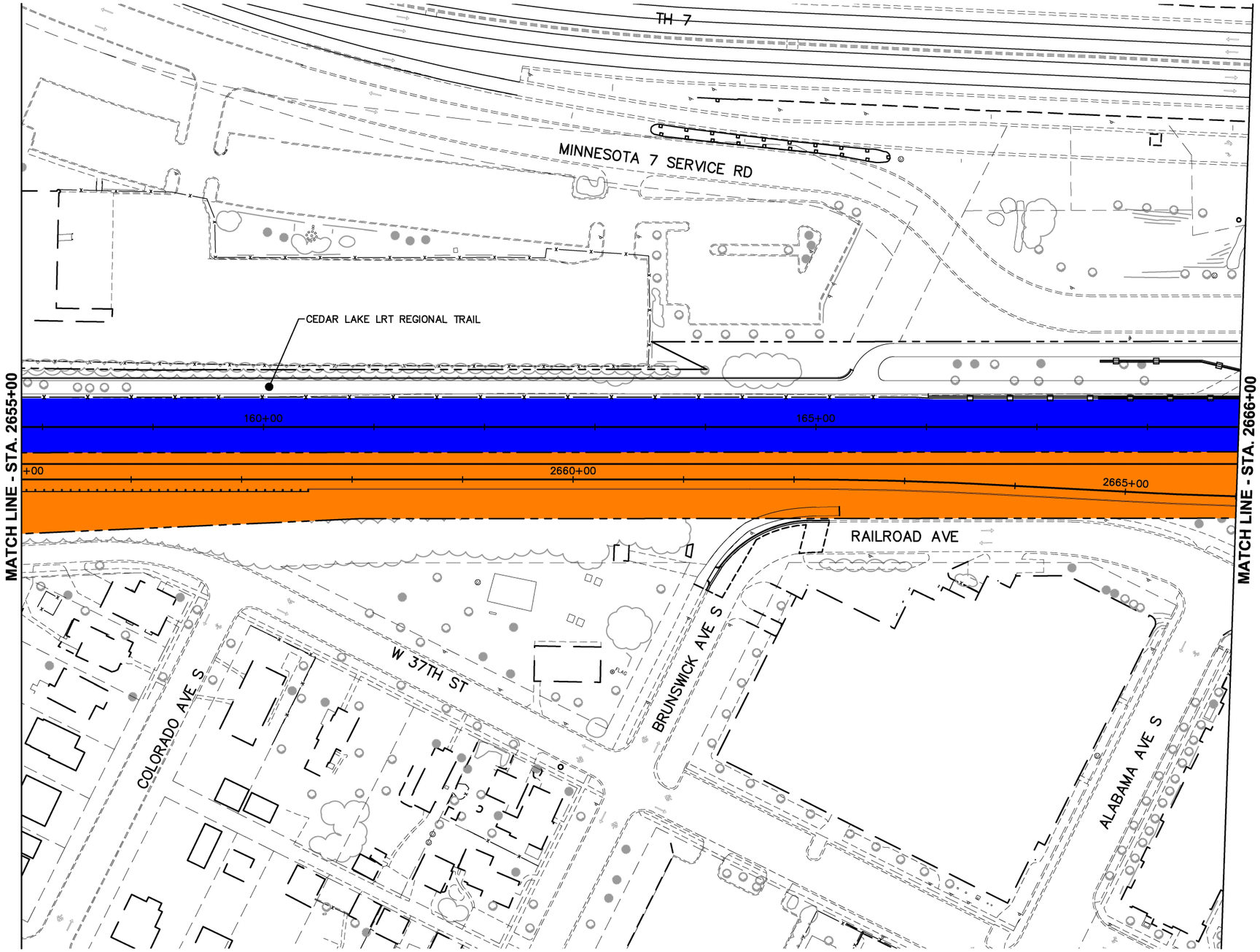
Rev 0
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 24 OF 29

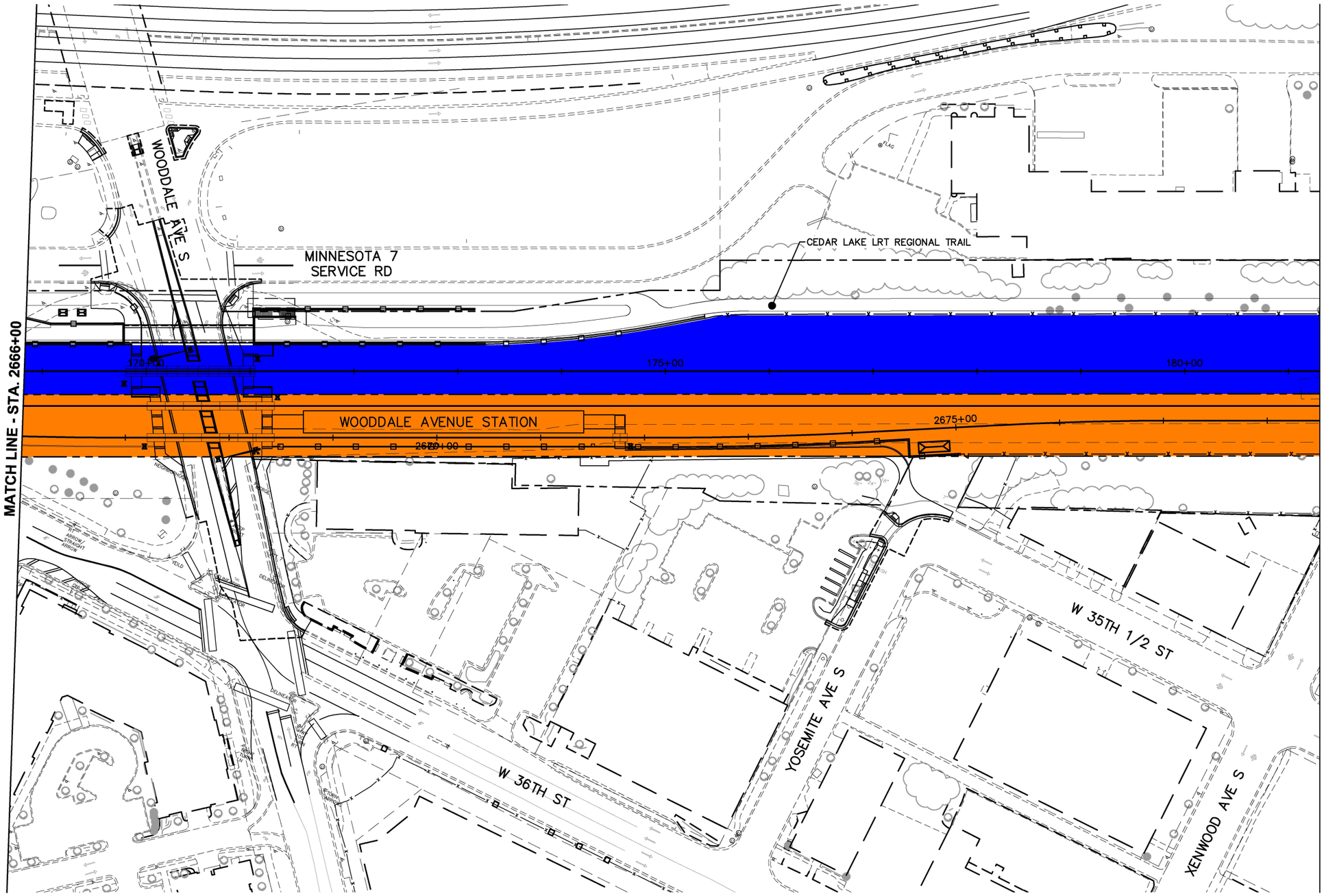
Rev 0
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 25 OF 29

Rev 0
02/28/2018

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METROPOLITAN COUNCIL

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MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 26 OF 29

Rev 0
02/28/2018

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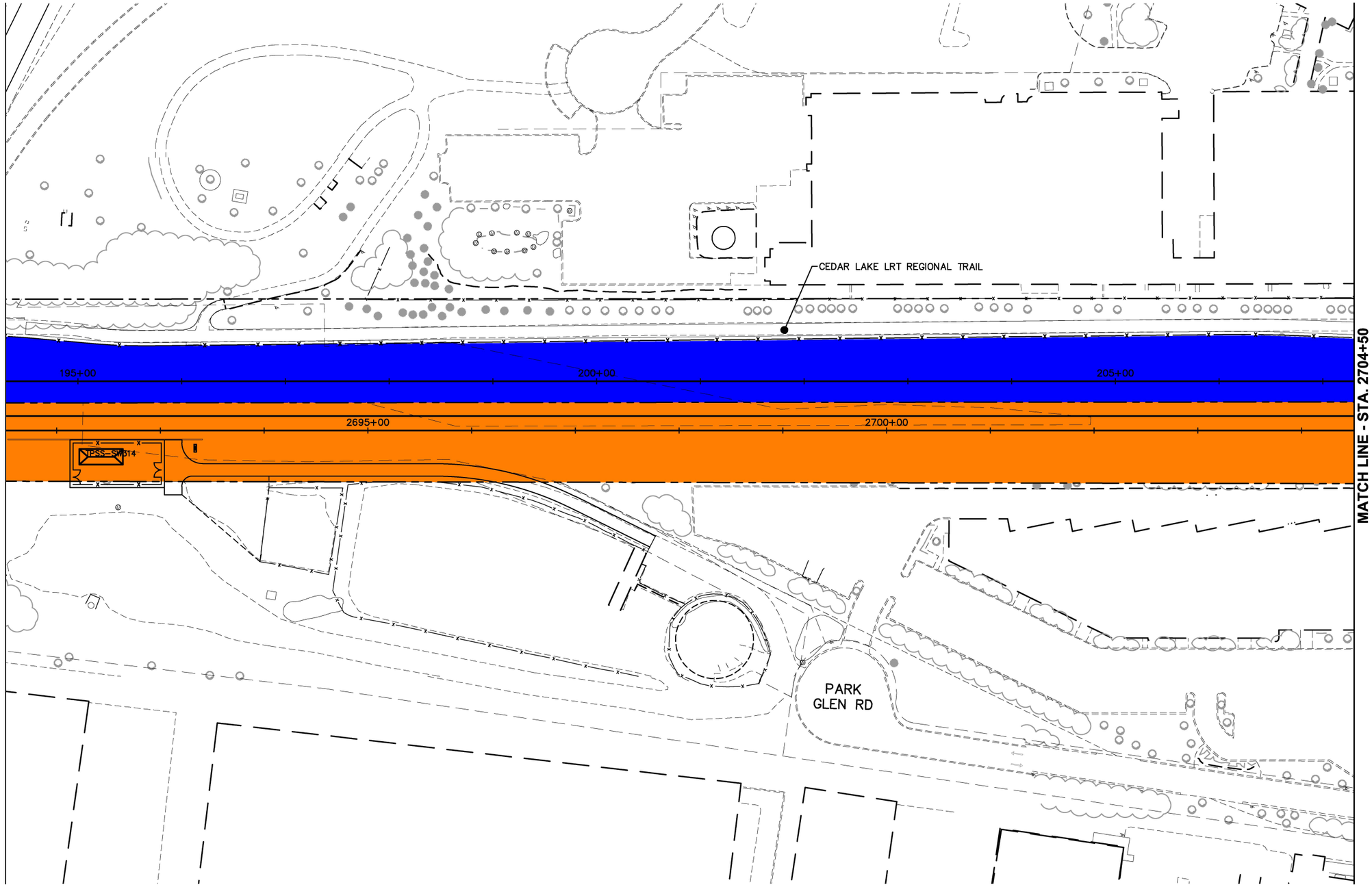
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 27 OF 29

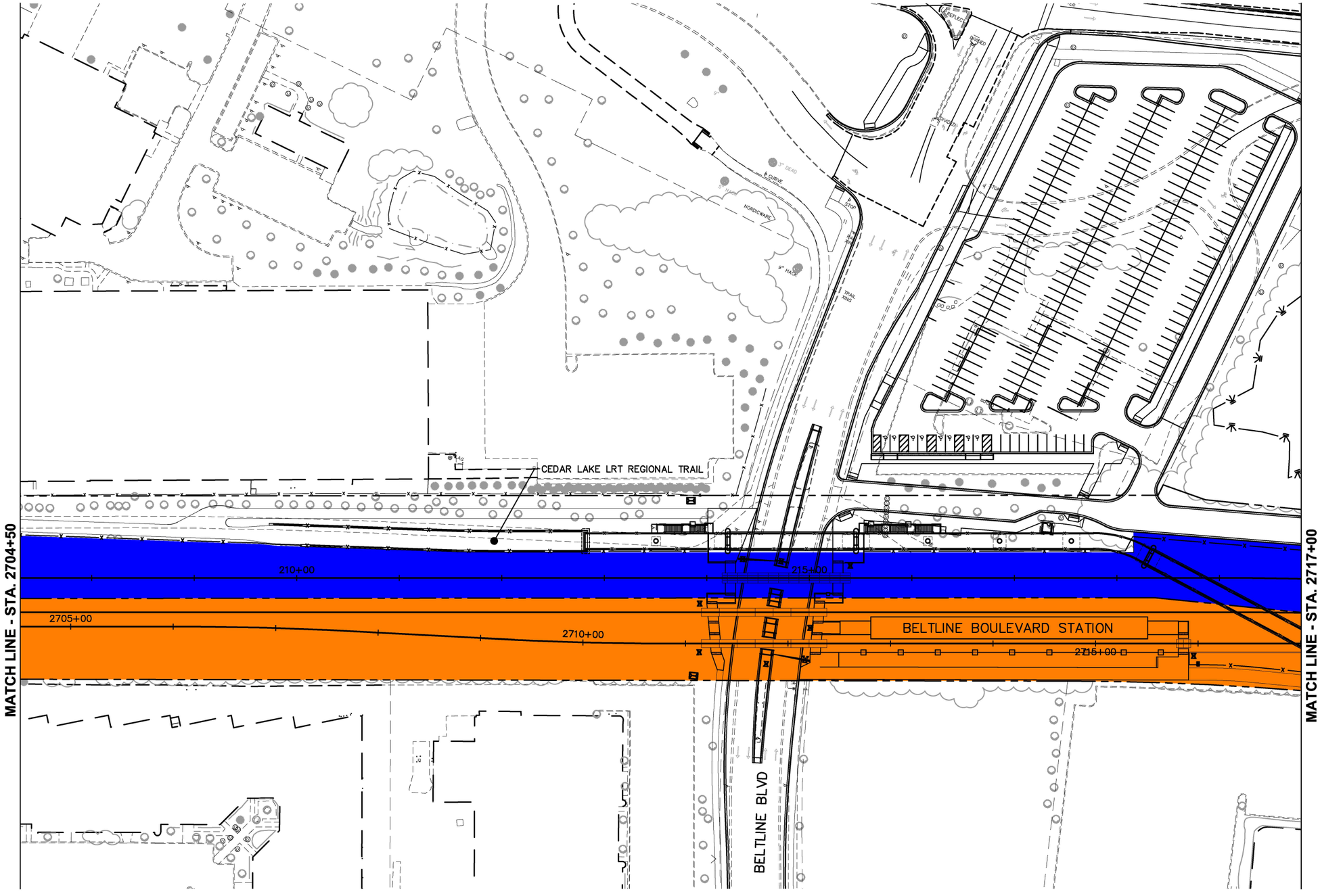
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 28 OF 29

Rev 0
02/28/2018

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 29 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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Exhibit D: Form of Grant to Seller of Transmission Lines Easement

Exhibit D: Form of Grant to Seller of Transmission Lines Easement

THIS TRANSMISSION LINES EASEMENT AGREEMENT ("Transmission Lines Easement"), is made and entered into this _____day of _____, 201__, by and between

the **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 (the "**Grantor**")

and

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific of 700 Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, Minnesota 55402 (the "**Grantee**").

RECITALS

1. The Grantee conveyed the real property identified on the attached **Exhibit** "**A**" (the "**Property**") to the Grantor for the construction, operation, and maintenance of a light rail transit system (the "**LRT**").

2. Pursuant to the purchase agreement through which the Grantor purchased the Property from the Grantee (the "**Purchase Agreement**"), the Grantor is required to grant Grantee an easement for the placement, operation and maintenance of transmission lines on the Property subject to the terms of this Transmission Lines Easement.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Use. The Grantor, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to the terms and conditions set forth in this Transmission Lines Easement, a perpetual easement in gross for the construction, operation and maintenance of longitudinal pipelines, fiber optic cable and transmission lines and necessary and reasonable above or below grade appurtenances thereto (individually a "**Transmission Line**," or collectively the "**Transmission Lines**") over, under and running lengthwise on the Property described on the attached **Exhibit** "**B**" (the "**Transmission Lines Easement**").

Grantee may licensee or sell to third parties ("**Permittees**") all or any portion of its rights herein. Any act, forbearance, covenant, condition, liability or procedure herein required or incumbent upon the Grantee shall also apply to its Permittees and each of their respective employees, agents, contractors, and invitees. Grantor agrees to work directly with any of Grantee's Permittees in respect to access and activities on the Property pursuant to Grantee's rights herein. Satisfactory performance by a Permittee of any obligation of Grantee herein shall be deemed to be satisfactory performance by Grantee.

The Transmission Lines Easement is granted subject to all currently existing easements, permits, leases and licenses, if any, affecting the portion or portions of the Transmission Lines Easement Area upon which the Transmission Lines are to be located.

Specifically, this Transmission Lines Easement is granted subject to the provisions of an easement granted by Grantee to MCI Telecommunications Corporation ("**MCI**"), originally dated as of June 11, 1993 and as subsequently amended (the "**MCI Agreement**"), whereby Grantee granted to MCI the right to construct, use, maintain and repair fiber optic utilities on the Property. Grantor acknowledges receipt of a copy of the MCI Agreement including amendments thereto. The Parties agree that should there be any conflict between the requirements of this Transmission Lines Easement and the MCI Agreement, the MCI Agreement shall govern.

Additionally, the Transmission Lines Easement shall be subject to any future agreement between Grantee and Permittees that Grantor has reviewed and approved. The Easement rights granted herein shall be exclusive to Grantee in respect to Transmission Lines on the Property, but non-exclusive in respect to any other use upon the Property.

Except as specifically provided to the contrary, Grantee's rights shall not impair and shall at all times be subject to: (i) all currently existing easements, leases and licenses; (ii) a reservation of all rights of the Grantor not otherwise expressly granted to Grantee; and (iii) the rights of the Grantor to use the Property for the efficient construction, maintenance, repair, reconstruction, operation and servicing of the LRT and freight rail (such efficient construction, maintenance, repair, reconstruction, operation and servicing of the LRT improvements or freight rail are hereinafter referred to as "**Servicing of the LRT and Freight Rail**"); provided, however, that (a) the Grantor shall exercise the rights reserved to Grantor in a manner that is not inconsistent with the rights granted to Grantee hereunder, and (b) Grantor and its Permittees may not use the Property for the purpose of constructing or locating longitudinal Transmission Lines, except (i) for such longitudinal Transmission Lines as may be used solely in the operation of the LRT; and (ii) fiber to be installed in the Grantor's duct bank constructed for the LRT for the exclusive use by Hennepin County governmental agencies for non-revenue generating purposes to connect public agency facilities, traffic signals, and other publicly-owned sensors and communications equipment.

The Grantor shall not be liable to Grantee, its Permittees, successors, assigns, agents, contractors, licensees, invitees and tenants for any damages or loss or impairment of the use of the Transmission Lines Easement Area or any improvements or property located thereon, resulting from or arising out of the exercise by third parties of any currently existing rights, or the Servicing of LRT or Freight Rail unless due to the negligence or willful misconduct of Grantor, its agents, contractors or Permittees, or resulting from Grantor's breach of the terms of this Transmission Line Easement.

2. Plans. The Transmission Lines shall be constructed, operated, and maintained by Grantee or its Permittees in accordance with the provisions of all laws or ordinances now in force

or subsequently enacted and the direction of any public authority. Any plans for Transmission Line Work, "**Plans**," will be submitted to Grantor, in advance, to allow a full and adequate technical review by the Grantor, and the Transmission Lines shall not be constructed (or maintained, as the case may be) until such time as Grantor shall have completed such review and shall have provided written approval of such Work, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall use its best efforts to review Plans within 60 days of submission by Grantee or its agent.

Grantor agrees not to disclose or furnish to any third parties copies of the construction plans except: (i) with the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed, (ii) pursuant to a court order requiring same, or (iii) as otherwise required by law. To the extent disclosure is limited to third parties who use and occupy the corridor, this obligation of confidentiality shall not apply to the "as built" construction plans. Notwithstanding the foregoing, such construction plans may be disclosed or furnished by Grantor to lenders, prospective lenders, contractors or buyers and prospective buyers, upon receipt of appropriate confidentiality agreements from such parties.

3. Construction, Maintenance, Operation and Repair. All cost of construction, maintenance, operation, and repair of the Transmission Lines shall be paid by Grantee. Should the construction, maintenance, operation, or repair (collectively "**Work**") of the Transmission Lines necessitate any changes or alterations in the location or arrangement of any facilities presently existing upon the Transmission Lines Easement Area, the cost of such changes or alterations will be paid by Grantee. If Grantor or its Permittees elect to add improvements or to repair, alter or change in any way the Transmission Lines Easement Area, and if such repairs, alterations, changes, improvements or additions are reasonably anticipated by Grantor to affect the Transmission Lines or Grantee's rights under this Transmission Lines Easement Agreement, the Grantor and Grantee will determine, in accordance with the laws and ordinances then in effect, the safety and any encasement requirements. The cost of modifying or upgrading the Transmission Lines to meet such requirements will be borne solely by Grantee if necessitated for Servicing of LRT or Freight Rail.

4. Liens. Grantee covenants not to suffer any mechanics lien to be filed against the Property by reason of any Work, services or materials performed or furnished in connection with the Transmission Lines. If such mechanics lien shall at any time be filed, Grantee shall forthwith cause the same to be discharged of record by payment/ bond, order of a court of competent jurisdiction or otherwise, but Grantee shall have the right to contest any and all such liens. If Grantee shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy, Grantor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Grantor, and the amount so paid by Grantor and/or all costs and expenses incurred by Grantor in procuring the discharge of such lien, including reasonable attorney's fees, shall be reimbursed by Grantee to Grantor on demand. Nothing contained in this Transmission Lines Easement shall be construed as consent on the part of Grantor to subject Grantor's estate in the Property or any portion thereof to any lien or liability under the lien laws of the state of Minnesota.

5. Access. The Grantee, its employees, agents and contractors may only enter upon the Transmission Lines Easement Area subject to the following:

(a) Entry upon the Transmission Lines Easement Area will be at reasonable times during normal business hours to the extent practical upon not less than 48-hours prior notice to Grantor (except in the case of emergency repairs, in which case the Grantee shall provide notice as soon as reasonably practicable).

(b) Notwithstanding anything to the contrary, the Grantee and its Permittees' Work shall not unreasonably interfere with or impair the usefulness or function of the Property for Servicing of LRT or Freight Rail. If the Grantee anticipates that Transmission Line Work will interfere with or impair the use of the LRT or freight rail improvements, the Grantee will, prior to affecting such Work, present to the Grantor for its prior review and approval, a proposal detailing the scope and extent of the anticipated interference or impairment. If Grantor reasonably determines that Grantee's proposed activities will unreasonably interfere with the use of the LRT or freight rail improvements, the Grantor may suggest reasonable alternatives to the means or methods of affecting the Work that reduce or lessen the interference or impairment on the Grantor use of the Property, which the Grantee agrees to consider in good faith. Grantor and Grantee shall diligently and in good faith cooperate with each other to find a mutually acceptable means of addressing their respective needs.

(c) The Grantee shall not cause or permit another person within its control or under its direction to cause any damage to the LRT or freight rail improvements or to the Property. The Grantee or its Permittees shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials in connection with its Work or the existence of graffiti upon any above-grade elements of a Transmission Line and shall keep the same in a clean and safe condition. If Grantee or a Permittee fails to comply in whole or in part with the requirements of the preceding sentence after 10 days' written notice by Grantor detailing such failure, then Grantor may take any action reasonably necessary to remedy such failure at the expense of Grantee.

6. Work Permit Procedures.

(a) Any Work conducted by the Grantee or its Permittee within the Transmission Lines Easement Areas shall be in accordance with Grantor's written work permit procedures communicated to the Grantee or Permittee in advance of any such Work, as determined and reasonably and uniformly applied by Grantor from time to time, the purpose of which is to ensure that there are no safety hazards or service impacts to the Servicing of LRT or Freight Rail (the "**Work Permit Procedures**"), if such work (a) is within twelve (12) feet of the centerline of either light rail or freight rail tracks located therein; (b) affects train service (e.g., substation, communication signal house, passenger platforms); or (c) affects the movements of passengers to or from trains. A true and

complete copy of the Work Permit Procedures in effect on the Effective Date is attached hereto as **Exhibit C**.

(b) Grantor shall promptly deliver to the Grantee or Permittee notice of any amendment or other modification to the Work Permit Procedures in advance of any such amendment or other modification, along with a true and complete copy of the amendment or other modification once adopted. Grantor shall not unreasonably withhold, condition or delay to the Grantee or Permittee, as applicable, the issuance of permits required under the Work Permit Procedures; and Grantor's denial of any work permit to the Grantee or Permittee as applicable, must be based on specific and identifiable safety and operational concerns. In the event that Grantor denies a permit to the Grantee or Permittee, as applicable, Grantor and the Grantee or Permittee, as applicable, will meet and agree on a reasonable time for which the Grantee or Permittee, as applicable, will be granted a permit to commence work. The Grantee or Permittee, as applicable, shall be required to attend an on-track right-of-way safety training program (as referred to in the Work Permit Procedures) before working in the Transmission Lines Easement Area. Grantor agrees that said training program shall be offered and available to the Grantee or Permittee within five (5) business days after the request of the Grantee or Permittee without charge.

(c) Notwithstanding anything to the contrary in this Section, in no event shall the Grantee or Permittee (a) incur or otherwise be required to pay any cost, expense, or fee in connection with their compliance with Grantor's Work Permit Procedures; and/or (b) be required to obtain or comply with the Work Permit Procedures for the Grantee's or Permittee's (i) routine maintenance within the Transmission Lines Easement Area, including, without limitation, care and maintenance of improvements or (ii) performance of Emergency Repairs, if the persons performing the maintenance work have gone through the on-track right-of-way safety training program for that particular activity. For purposes of this Section, "**Emergency Repairs**" shall mean any repairs, maintenance, modifications or improvements, which, if not immediately made, would pose a risk to or endanger the health and safety of the general public, Grantor or Grantor's Permittees' operations and maintenance staff, or people working on the Property, would cause imminent damage to any significant component of the light rail or freight rail facilities, would render the light rail or freight rail facilities or any material portion of their respective mechanical, electrical systems or other significant component of either or both, unusable for previously scheduled service.

7. Indemnity for General Liability and Property Damage. Notwithstanding the parties Purchase Agreement, Grantee agrees that it shall assume all liability for, indemnify and save harmless Grantor, and at its expense defend Grantor from and against any-and-all claims, suits, loss, cost, damage, fines, penalties, sanctions, or expenses (including court costs and attorneys' fees) (collectively, "**Losses**") because of:

(a) injuries to or death of any-and-all persons whomsoever, including Grantee's Permittees, contractors, sub-contractors, employees of the contractors,

employees of the sub-contractors, and employees of the parties hereto (and any railroad company or companies), or

(b) damage to or destruction of property (including without limitation loss of use of the Transmission Lines) to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto or of Grantee's Permittees, any contractor, sub-contractor, the employees of either, or employees of the parties hereto (and any railroad company or companies);

to the extent that any of the matters specified above arises out of, whether in whole or in part, use of the Transmission Lines or associated Work. Notwithstanding the foregoing, Grantee's obligations under this Section 7 shall not apply to any Losses that are directly related to Grantor's negligence, acts or omissions. In any contract for Work related to this Transmission Lines Easement, Grantee shall require its contractors to indemnify, hold harmless, and defend Grantor for Losses related to, whether in whole or in part, any act or omission of such contractor, its employees, agents, or subcontractors.

8. Indemnity for Environmental Liability. Notwithstanding the parties Purchase Agreement, Grantee agrees that it shall assume all liability for, indemnify and save harmless Grantor, and at its expense defend Grantor from and against any-and-all environmental Losses resulting from, existence or use of the Transmission Lines or associated Work. Further, Grantee shall investigate, remediate, respond to, or otherwise cure to a standard appropriate for industrial use as a rail corridor, any-and-all environmental pollution or contamination that it brings to the Property or any-and-all existing environmental pollution or contamination that is disturbed or otherwise exacerbated by, existence or use of the Transmission Lines or associated Work.

9. Grantee Acknowledgement and Release. Grantee acknowledges that the movement of railroad locomotives involves the risk of fire, and Grantee agrees to assume all liability for and releases Grantor from all claims for damage to the Transmission Lines (and any-and-all claims for loss due to the interruption of use of the Transmission Lines) resulting from a fire caused by a light rail transit vehicle, locomotive or train operated by Grantor and/or any railroad company or companies on the Property.

10. Insurance. At all times during the term of this Transmission Line Easement, Grantee shall cause its agents, contractors, and Permittees to procure and maintain, the insurance shown on the attached **Exhibit D**. Grantor agrees that Grantee may provide satisfactory evidence of self-insurance in lieu of the requirements in Exhibit D.

11 Relocation. If Grantor reasonably determines that the Transmission Lines must be relocated to a different location on the Property in order to operate the LRT or Freight Rail, Grantor shall provide the Grantee ninety (90) days' notice of the need for the required change, except where such notice is impracticable. Under those circumstances, Grantor shall notify the Grantee with as much advance notice as possible. Grantee shall, at its expense, protect or move the affected Transmission Lines in a manner reasonably satisfactory to Grantor as soon as

practicable. In the event Grantee fails to so relocate its facilities within one hundred twenty (120) days after notice, Grantor may remove or relocate such facilities at Grantor's expense.

12. Breach. In the event Grantor believes that Grantee has breached any of the covenants or agreements contained herein, Grantor shall notify Grantee of said breach in writing. Should Grantee fail to correct any breach or condition within 90 days after receiving written notice to do so from Grantor, then Grantor shall have available all rights and remedies provided at law or in equity, and Grantee agrees that it will not interpose the defense that specific performance should not be available on the basis that Grantor has an adequate remedy at law. Provided, however, in the case of a condition violated which cannot be cured with due diligence within said 90-day period, Grantee shall be entitled to such additional time to correct the condition as may be reasonably necessary provided Grantee gives Grantor written notice of its need for additional time, prior to the expiration of such 90-day period.

13. Binding Easement. This Transmission Lines Easement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and may be assigned by Grantee, subject to all its terms and conditions, without the consent of Grantor provided that in the case of such assignment Grantee shall promptly give written notice to the Grantor of the identity of the assignee.

14. Interference with Servicing of LRT or Freight Rail. In the event use by Grantee of the privilege and authority herein granted shall, for any cause whatsoever, unreasonably interfere with the use of the Property by Grantor or railroads for Servicing of LRT or Freight Rail or shall otherwise cause disruption of normal LRT or freight rail operations by Grantor and/or railroads, Grantee agrees to pay to Grantor and/or said other railroads any and all costs, of any nature whatsoever (except as provided in Section 16 below), incurred by Grantor and/or said railroads, including, but not limited to, wages to employees or payments required to be made by contract to industries served resulting from delays in railroad operations, repair of tracks or structures, repair of railroad rolling stock and the like.

15. Effective Date. This Transmission Lines Easement is effective as of the date first stated above, and shall remain in full force and effect until terminated because of defaults in any of the terms and conditions of this Transmission Lines Easement.

16. Termination. If the Transmission Lines Easement Area is no longer required by the Grantee, Grantee may terminate this Transmission Lines Easement, by giving the Grantor (90) days' written notice of termination. The date upon which a Grantee provides the Grantor with written notice of termination shall be hereinafter referred to as the "Date of Notice of Termination". Ninety (90) days following the Date of Notice of Termination shall be the "Termination Date." The Parties may mutually agree to terminate this Transmission Lines Easement Agreement and the date upon which the Parties agree that this Transmission Lines Easement Agreement shall terminate shall also be referred to as the "Termination Date".

Upon or prior to the discontinuance or retirement of any Transmission Line or the termination of this Transmission Lines Easement, Grantor and Grantee and applicable Permittees shall discuss

whether, and the extent that any Transmission Line should be removed, or alternatively, retired in place in whole or in parts. Grantor shall not be obligated to approve the retirement in place of any Transmission Line. If Grantor decides that a Transmission Line or any parts thereof must be removed, then Grantee shall remove from the Property those Transmission Lines and other fixed property, or portions thereof, as directed by Grantor, and shall restore any surface disturbed during such removal to a smooth graded condition, all at Grantee's expense. All such removal and grading shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties and rail, and is subject to the Work Permit Procedures.

If Grantee has not completed by the Termination Date the salvage and removal activities required by Grantor, the Transmissions Lines and property not salvaged shall be abandoned in place without compensation or damages from Grantor and Grantee shall promptly reimburse Grantor for the cost of completing any removal and grading.

17. Title Warranties. Grantor makes no warranties whatsoever about the grants set forth in this Transmission Lines Easement, including without limitation, warranties of title to said Transmission Lines Easement Area. Grantee shall not have any recourse whatsoever against Grantor in the event that Grantee shall be required through action of any third party to remove the Transmission Lines from said Transmission Lines Easement Area or modify the design or location thereof.

18. Tree Removal. This Transmission Lines Easement grants Grantee the right to remove any and all trees in the Transmission Lines Easement Area that unreasonably interfere with the operation of the Transmission Lines.

19. Counterparts. This Transmission Lines Easement may be executed and delivered in counterparts.

20. Memorandum of Easement. This Transmission Lines Easement Agreement shall not be recorded but shall be memorialized by the execution and recording of a Memorandum of Easement in substantially the form appended hereto as **Exhibit E.**

IN WITNESS, WHEREOF, the Metropolitan Council and the Soo Line Railroad Company d/b/a Canadian Pacific, have executed and delivered this Transmission Lines Easement as of the date first above written.

GRANTOR:

METROPOLITAN COUNCIL,
a public body corporate and politic of the State of Minnesota

By:_____

Name:_____
Title:_____

GRANTEE:

SOO LINE RAILROAD COMPANY,
a Minnesota corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

EXHIBIT A – MAP OF PROPERTY

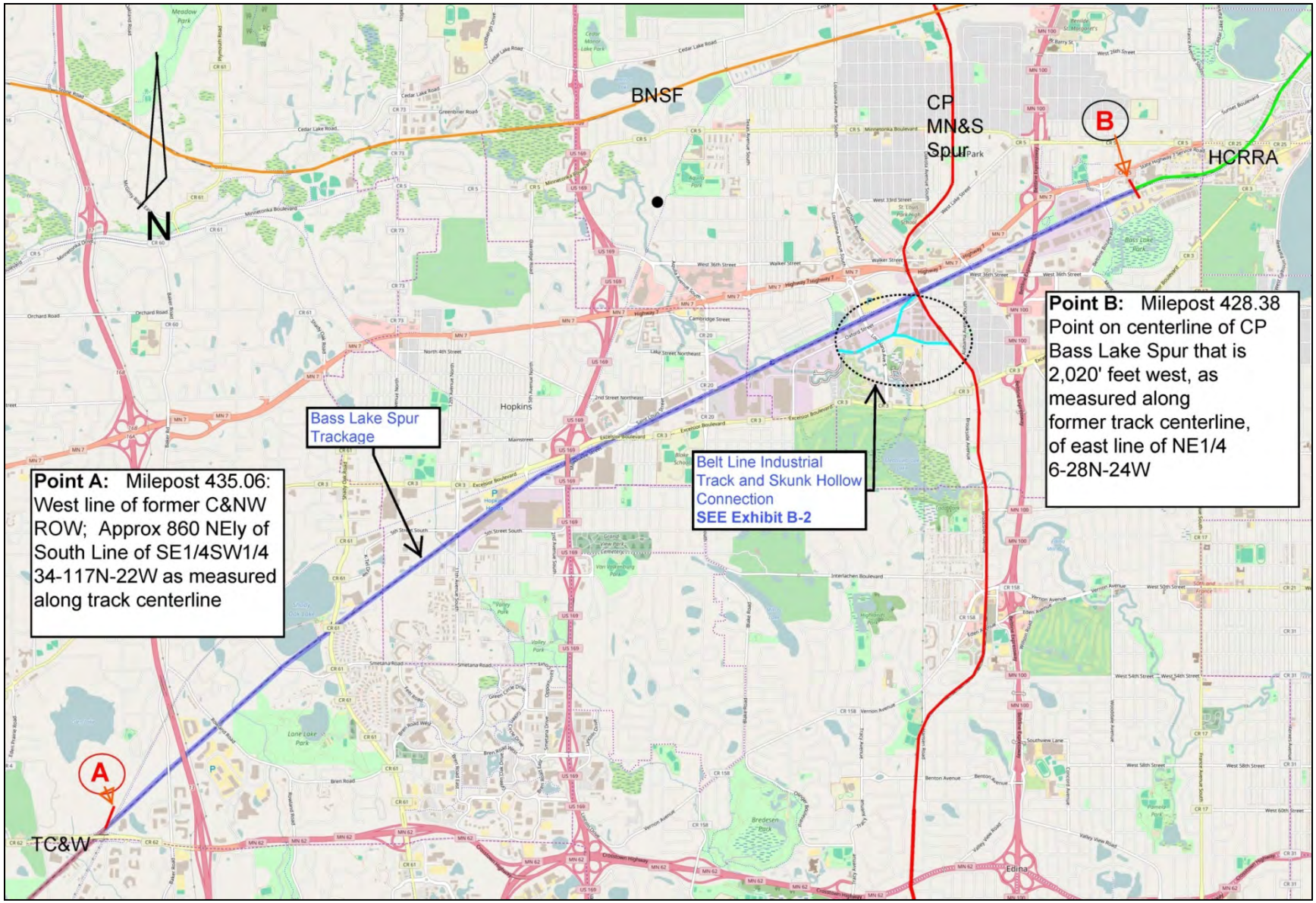


EXHIBIT B

TRANSMISSION LINES EASEMENT LEGAL DESCRIPTION

EXHIBIT B: PROPERTY DESCRIPTION

That certain line of railroad extending easterly from

Point “A” at Milepost 435.06 near Hopkins, Minnesota, 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 1117 North, Range 22 West to

Point B at railroad Milepost 428.38, 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 A**; and

EXHIBIT C

WORK PERMIT PROCEDURE

Standard Operating Procedure: Rail Operations	Publication # 100.12	Revision #5 Date: 8-2013	Page 1 of 2
Title: Work Permit Procedure			
Distribution: All Rail Operations, Maintenance, and Rail Facility Employees			
Issued by: Standard Operating Procedures Committee		Approved by: Vince Pellegrin Chief Operations Officer Metro Transit	
Supersedes: Standard Operating Procedures May, 2011 Edition			

PURPOSE

To obtain authorization to perform work on Metro Transit Light Rail Right-of-Way, Metro Transit Light Rail has a set protocol to ensure the safety of employees, workers, and passengers.

WHEN TO USE IT

This procedure is to be used anytime:

- Scheduled work will occur within 12-feet of centerline of the rails
- Scheduled work will occur within the adjacent roadway travel lane or the berthing lane
- Scheduled work occurs within any structure/premise that can affect train service (e.g. substation, communication signal house, passenger platforms)
- Scheduled work will affect the movement of passengers to or from trains
- Scheduled work will occur within 20-feet of the Over Head Catenary System that requires the use of a Crane or Derrick

PROCEDURE AND RESPONSIBILITIES

The Metro Transit Light Rail Right-of-Way Allocation Request form (Work Permit) is to be completed by any Metro Transit employee or outside contractor desiring to do work, as described above, on Metro Transit Light Rail Right-of-Way.

Before work begins, any persons requesting Metro Transit Light Rail Right-of-Way access, must first attend the On-Track Right-of-Way safety training program. After completion of the Training Program the requestor must attend the Right-of-Way Track Allocation meeting and be prepared to discuss the work in full detail. In most instances approval will be given to the requestor at this meeting.

CONTRACTOR MUST

- Produce proof of insurance and the Metro Transit Light Rail Right-of-Way training card or certificate at the Track Allocation Meeting
- Not begin work on the Metro Transit Light Rail Right-of-Way until the request has been approved and a Right-of-Way Permit has been issued
- The Right-of-Way training card must be in the possession of all persons entering Metro Transit Light Rail Right-of-Way

 © Metropolitan Council 2013

- Establish a Stationary Work Zone prior to the start of work (SOP #400.02)
- Ensure compliance with all OSHA regulations

Internal departments must complete the form and attend the meeting one-week in advance of the work being requested.

Before work commences, on a daily basis, the On-Scene-Supervisor/Coordinator must call the Rail Control Center (612-341-5710) for daily activation of the Work Permit and notification on the Metro Transit Light Rail Right-of-Way.

The Metro Transit Light Rail Right-of-Way Track Allocation meetings will be held, unless otherwise specified, every Thursday at 2:00 pm, in the Operations and Maintenance Building (O & M) 3rd Floor, Conference Room. Completed forms should be faxed to 341-5677, Attention: Manager Rail Operations.

EMPLOYEE RESPONSIBILITY

Employee responsibilities are outlined in training and the applicable Metro Transit Light Rail Operating Rules (current version).

REFERENCE

Metro Transit Rail Operations Rule Book (current version).

Printed: 7/31/2013 10:33:10 AM © Metropolitan Council 2013

EXHIBIT D

GRANTEE INSURANCE REQUIREMENTS

1.01 Insurance Requirements. Grantee shall purchase and maintain, during term of this Transmission Lines Easement, or longer if required herein, from a company or companies lawfully authorized to do business in the State of Minnesota, the insurance set forth below:

1. General Liability and Umbrella Insurance
    1.1 Commercial General Liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than $6,000,000 each occurrence and a general aggregate limit of not less than $6,000,000. The general aggregate limit shall apply separately to this project.
    1.2 CGL insurance shall be written shall cover liability arising from Transmission Lines Easement Area, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, including the contractual liability assumed in Section 7. Policy must be endorsed ISO CG 24 17, or its equivalent, removing any exclusion for contractual liability assumed within 50' or a railroad.
    1.3 The Grantor and its officers, agents, employees, and Permittees shall be included as an additional insureds on a primary and non-contributory basis under the CGL utilizing ISO CG 20 26 07 04 and ISO CG 20 37 07 04, or their equivalent.

2. Automobile and Umbrella Liability Insurance
    2.1. Grantee shall maintain Business automobile coverage, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, with a limit of not less than $1,000,000 each accident.
    2.2. The Grantor and its officers, agents, employees, and Permittees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent.

3. Workers' Compensation and Employers Liability
    3.1. Workers' Compensation pursuant to Statute.

1.02 Other Insurance Provisions. The insurance policies shall contain the following provisions:

1.1 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten day notice for cancellation due to non-payment of premium).

1.2 In addition to notifying its insurer(s) in accordance with the policy, Grantee shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Grantor or Grantee.

1.3 Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the Grantor and its members, agents and employees, for losses arising out of the performance of this contract.

1.4 Insurance is to be placed with insurers with Best's rating of no less than A:VII.

1.5 The Grantee shall furnish the Grantor with certificates of insurance and with copies of additional insured endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the Grantor before work commences. The Grantor is not obligated to review certificates or other evidence of insurance or self-insurance, or to advise the Grantee of any deficiencies in such documents, and receipt thereof will not relieve the Grantee from, nor be deemed a waiver of the Grantee's right to enforce, the terms of the Grantee's obligations hereunder.

1.6 Grantor agrees that Grantee may provide satisfactory evidence of self-insurance in lieu of the requirements of this Exhibit D.

1.03 Grantee's Responsibility for Insurance. Grantor does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the Grantee's business or interests. It is the sole responsibility of the Grantee to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the Grantee's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract.

EXHIBIT E

MEMORANDUM OF TRANSMISSION LINES EASEMENT

Date: _____, 2017.

This "**Memorandum of Easement**" serves to document the existence of a Transmission Lines Easement dated as of _____ __, 2017, the **"Transmission Lines Easement**," by and between

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 ("**Grantor**")

and

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

wherein Grantor granted to Grantee a permanent, transferable and assignable easement in gross upon and across real property in Hennepin County, Minnesota described herein, and encompassing such rights and obligations as set forth in the Transmission Lines Easement that are summarized and memorialized as follows:

1.0 **DESCRIPTION OF EASEMENT PROPERTY:** The Transmission Lines Easement is granted over and across the parcels of land in **Hennepin County, Minnesota** described in Exhibit A appended hereto, the "**Property**."

2.0 **PURPOSES:** The rights granted to Grantee pursuant to the Transmission Lines Easement are for the construction, operation and maintenance of longitudinal pipelines, fiber optic cable and transmission lines and necessary and reasonable above or below grade appurtenances thereto (individually a "**Transmission Line**," or collectively the "**Transmission Lines**") over, under and running lengthwise on the Property.

Grantee may licensee or sell to third parties ("**Permittees**") all or any portion of its rights herein.

3.0 **LIMITATIONS:** Grantee's rights pursuant to the Transmission Lines Easement shall not impair and shall at all times be subject to: (i) all previously existing easements, leases and licenses; (ii) a reservation of all rights of the Grantor not otherwise expressly granted to Grantee; and (iii) the rights of the Grantor to use the Property for the efficient construction, maintenance, repair, reconstruction, operation and servicing of light rail transit system ("**LRT**") and freight rail operations.

4.0 **LIMITED EXCLUSIVITY**: Except for (i) for such longitudinal Transmission Lines as may be used solely in the operation of the LRT; and (ii) fiber to be installed in the Grantor's duct bank constructed for the LRT for the exclusive use by Hennepin County governmental agencies for non-revenue generating purposes to connect public agency facilities, traffic signals, and other publicly-owned sensors and communications equipment, the rights granted to Grantee shall exclusive in respect to longitudinal Transmission Lines on the Property, but non-exclusive in respect to any other use upon the Property.

5.0 **RESERVATIONS:** Grantor reserves fee title to the Property to itself; Grantee's maintenance and use of the Property pursuant to the Transmission Lines Easement, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted the Transmission Lines Easement.

6.0 **CONFLICTS:** In the event of a conflict in the terms, composition, grammar or interpretation of any item between this Memorandum of Easement and the Transmission Lines Easement Agreement, the Transmission Lines Easement Agreement shall govern.

7.0 **MISCELLANEOUS:**

7.1 Grantee/Grantor: As used in this Memorandum Easement, the terms "**Grantee**" and "**Grantor**" shall include the parties first named above and their respective successors or assigns.

7.2 Headings: The paragraph headings used in this Memorandum Easement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.

7.3 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 Grantee's purpose or any other particular purpose.

{the remainder of this page is intentionally blank}

The Easement right memorialized by this Memorandum of Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

The Metropolitan Council, the Grantor named herein, has executed and delivered this Memorandum of Easement as of the date first above written.

GRANTOR:

METROPOLITAN COUNCIL,
a public body corporate and politic of the State of Minnesota

By:_____
Name:_____
Title:_____

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the Metropolitan Council, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

_____
Notary Public

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

Exhibit E: Form of Quit Claim Deed

_____ (Above Space is Reserved for Recording Information) _____

State Deed Tax Payable hereon: $ _____

QUIT CLAIM DEED

Date:_____, 2018

FOR VALUABLE CONSIDERATION,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific of 900 Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, Minnesota 55402 ("**Grantor**"), hereby conveys and quitclaims to

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 ("**Grantee**"),

the real property in **Hennepin County, State of Minnesota**, described in Exhibit A appended hereto, the "**Real Property**," {Exhibit A will consist of the Legal Description derived from the survey in Section 6.2 of the Agreement}

SUBJECT TO, and conditioned upon, the following:

1. As used herein, the follow capitalized terms shall have the following meanings:

   "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any of the foregoing).

   "**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Minnesota Environmental Responsibility and Liability Act, Minn. Stat. §§ 115B.01-.20, and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat.

ch. 115C, all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

2. Grantee agrees to accept the condition of the Real Property, including specifically without limitation, the environmental and geological condition of the Real Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Real Property shall represent Grantee's acknowledgment and agreement that:
   A. Grantor has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or any representation or warranty regarding the environmental condition of the Real Property;
   B. Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Real Property;
   C. Grantee has had an adequate opportunity to inspect the condition of the Real Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing and not any representations of Grantor; and
   D. The condition of the Real Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Real Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property.

3. Grantee, for itself, its employees, divisions, agents, affiliates, predecessors, successors and assigns, and all future owners of the Real Property or any interest therein, and anyone acting on its behalf or their behalf, hereby fully releases and forever discharges, and covenants and agrees not to sue, Grantor and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf from any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Real Property, including without limitation any Claims relating to the condition of the Real Property, including the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property. Further,

Grantee, for itself, its employees, division, agents, affiliates, subsidiaries, predecessors, successors, and assigns, and all future owners of the Real Property or any interest therein, and anyone acting on its behalf or their behalf, hereby waives any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law or arising at common law, in equity or under a federal, state or local statute, rule or regulation) Grantee or such other parties had, has or may have against Grantor and its respective directors, officers, stockholders, employees, division, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the Real Property, including without limitation any Claims relating to the condition of the Real Property, the presence of any Hazardous Substances on the Real Property, or any migration of any Hazardous Substance to or from the Real Property. For purposes of clarification, and without limiting any of the foregoing, the foregoing shall apply to any condition of the Real Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property, regardless of whether the foregoing condition of the Real Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants and conditions contained herein shall run with the land and be binding upon the Grantee and subsequent owners of the Real Property.

Grantor certifies that Grantor does not know of any wells on the Real Property.

{ the remainder of this page is intentionally blank }

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing quitclaim deed was acknowledged before me this _____ day of _____ 2018 by _____, _____ of Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, on behalf of the corporation.

_____
Notary Public

This instrument was drafted by:

Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402

Tax statements for the property should be sent to Grantee at:

_____

_____

_____

_____

Exhibit F: Form of Seller's Affidavit

State of Minnesota)
) ss. Affidavit of Soo Line Railroad Company
County of Hennepin)

_____ being first duly sworn, on oath says that:

1. She/He is the _____ of Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, the corporation named as Grantor in the document dated _____, 2018, the "**Conveyance Document**, " concerning the transfer of real property in Hennepin County, Minnesota, the "**Premises**," to Metropolitan Council, the public corporation named as Grantee in said Conveyance Document.

2. Said corporation's principal place of business is,
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402

   From June 1915 to May 1, 2012 the corporation's address was
501 Marquette Avenue, Minneapolis, Minnesota 55402.

3. There have been no unsatisfied judgments of record against said corporation nor any actions pending in any courts, which affect the Premises.

4. There has been no labor or materials furnished to the Premises for which payment has not been made.

5 To the best of affiant's knowledge there are no persons in possession of any portion of the Premises other than pursuant to a recorded document or pursuant to a lease, license or similar agreement that has been disclosed to the Grantee.

6. There are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises.

Dated this _____ day of _____ 2018.

SOO LINE RAILROAD COMPANY,
doing business as Canadian Pacific

By_____

Its _____

Subscribed and sworn to before me

this day _____ of _____, 2018.

SIGNATURE OF NOTARY PUBLIC
OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY:

Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120South Sixth Street
Minneapolis, MN 55402

Exhibit G: Form of Seller's FIRPTA statement

TO: **METROPOLITAN COUNCIL**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must deduct and withhold tax from the amount it pays to a transferor if the transferor is a foreign entity. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. In order to inform you that withholding of tax is not required upon the disposition of the property described on Exhibit A, **Soo Line Railroad Company,** a Minnesota corporation doing business as Canadian Pacific ("**Transferor**"), hereby certifies to you that:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor is not a disregarded entity for U.S. federal tax purposes as defined in § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. Employer Identification Number is **41-6009079**; and

4 Transferor's office address is: **120 S. 6th St., Suite 900, Minneapolis, MN 55402**

Transferor understands that this certification may be disclosed to the Internal Revenue Service by you, and that any false statement contained herein could be punishable by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare I have the authority to sign this document on behalf of Transferor.

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

Date: _____

By: _____

Name: _____

Its: _____

Exhibit H: Form of Connecting Track Agreement

CONNECTING TRACK AGREEMENT

THIS AGREEMENT made as of _____, 2017 between Soo Line Railroad Company, d/b/a Canadian Pacific ("CP"), a Minnesota corporation having offices at 120 South 6th St., Minneapolis, Minnesota 55402 and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota having an office at 390 Robert Street, St. Paul, Minnesota 55101 **("Applicant")** witnesses that:

A. Applicant is the owner or in occupation of land situated at or near the City of St. Louis Park, in the State of Minnesota (the **"Lands"**);

B. Applicant is managing the planning and future construction of the Southwest Light Rail Transit project (**"SWLRT Project"**) that will provide light rail transit service to residents in the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka, and Eden Prairie.

C. The design of the SWLRT Project requires the Applicant to sever the track connection, known as the Skunk Hollow Switching Wye, between the Applicant's Bass Lake Spur and CP's MN&S Subdivision.

D. The Applicant will re-establish a connecting track (the **"Southerly Connector"**) at approximately Mile Post 429.8 of the Bass Lake Spur and approximately Mile Post 16.25 of the MN&S Subdivision;

E. The Applicant will provide funds to CP to construct a number 15 turnout and required track on CP's property necessary to complete the connection (the **"Connection"**) of the Applicant's Southerly Connector to CP's MN&S Subdivision.

F. It is understood and agreed that, as applied to work or activities performed or carried out as part of this Construction Agreement, CP is not, and shall not be considered, a contractor providing services to the Applicant hereunder.

G. The parties have agreed that the construction of the Southerly Connector and Connection shall be subject to the terms, covenants and conditions in this Agreement.

THE PARTIES agree as follows:

1.0 Applicant's Responsibilities: Applicant agrees to:

a) Pay CP for its work in constructing the Connection in accordance with Section 3;

b) Prepare, at its expense, and submit to CP for review and approval, a detailed construction schedule and detailed construction plans and designs to be stamped by a Professional Engineer, as required by CP, including, but not limited to:

   i) profile and alignment of the new trackage and grade;

Exhibit H

ii) detailed drainage and grading design plans of the proposed Connection and completed facilities to be constructed by the Applicant;

iii) utility crossing encasement plans, if required; and

iv) road crossing plans as per specifications of the appropriate regulatory agencies, if any road crossings are required.

(collectively, the "**Plans**").

c) No work shall proceed until the Applicant receives written or verbal instructions from CP's Regional Chief Engineer East or his or her designate.

d) Obtain all necessary authorizations and permits, public and private, for the construction maintenance and operation of the Southerly Connector.

e) Complete all grading and drainage work required on CP's right-of-way and the Lands, at its expense, and in accordance with the approved Plans and all applicable permits and authorizations. Upon completion of such work, Applicant shall promptly provide CP with written notice that the grading and drainage work has been completed;

f) Construct the Southerly Connector on the Lands, at its expense, in accordance with the approved Plans. Applicant is responsible for all necessary grading and construction of the track bed (including sub-ballast) to CP's standards as per the approved Plans, and in conformance with AREMA engineering standards, and any applicable laws, regulations, rules and standards (including those administered by Federal Railroad Administration).

g) Subject to Section 2.0, provide all required track materials (including rails, rail anchors, fastenings, spikes, switch materials, derails, bumping posts, tie plates and track and switch ties) and materials required for sub-grade, grade and track construction, as well as all supervision, labor and equipment for the Southerly Connector construction;

h) Construct and modify drainage ditches, supply and install drainage culverts and structures as required pursuant to the approved Plans; and

i) Provide CP with as-built plans upon completion of all the Southerly Connector work.

2.0 <u>CP's Responsibilities:</u>

a) CP will be responsible to complete the following work, at Applicant's expense:

i) Provide materials and install one (1) turnout and track on CP's right-of-way (the **"Connection"**) as identified in **Appendix "A" – "CP Scope of Work"** and **Appendix "B" – "Engineering Drawings**"; and

ii) Perform any other work identified in Appendix "A" - Scope of Work.

b) CP's obligation to commence work will be subject to Applicant paying CP pursuant to Section 3, approval of Applicant's Plans (Section 1b), and Applicant completing all grading work on CP's right-of-way and the Lands to CP's satisfaction (Section 1e).

c) If at any time CP determines that Applicant's work within CP's right-of-way, as described in Section 1, is not being performed in accordance with CP's standards or that such work must be performed by CP forces (e.g. because of labor agreements), CP reserves the right to perform such work, at Applicant's expense. All work within the right-of-way shall be:

   i) carried out in accordance with the requirements of all regulatory authorities having jurisdiction (including, without limitation, Federal Railroad Administration and the Surface Transportation Board);

   ii) carried out in accordance with CP's labor agreements, safety requirements (including Minimum Safety Requirements for Contractors on Railway Property) and to the customary engineering and operating requirements of CP; and

   iii) carried out in a manner that ensures continuous, uninterrupted and unhindered railway operations of CP on its railway line.

d) CP's construction schedule for its work in this Section 2 is outlined in **Appendix "C" – "Schedule of Work",** and shall be subject to the availability of materials, workers and equipment based on CP's usual practices and applicable labor agreements for the allocation of such resources. The parties also acknowledge that CP's construction work cannot be completed during winter months and will be scheduled at CP's sole discretion taking into consideration weather and ground conditions, its railway operations, train schedules, maintenance blocks, and the need for efficient operations on its railway line. Subject to the foregoing, upon acceptance of Applicant's completion of the grading and drainage work set forth in Section 1e), CP will endeavor to complete construction of the Connection so as to minimize disruption to operations on the Bass Lake Spur and the MN&S Subdivision.

e) Subject to the terms and conditions of the agreement between CP and the affected utility, CP agrees to cause any existing utilities on its property to be relocated or modified if required for the construction of the Connection at the Applicant's expense.

3.0 Payment for Work by CP:

a) All work that must be carried out by CP shall be carried out by CP at Applicant's cost and expense. Applicant shall pay CP for all identifiable, supportable and reasonable costs associated with the carrying out of any work under this Agreement based on the applicable rates and CP overheads (including labor, material and equipment overheads) and any value added, sales, goods and services, or similar tax which may be imposed on any such amounts pursuant to any federal, provincial, state, or local legislation which is or may be enacted.

b) Upon execution of this Agreement, Applicant agrees to provide CP with a non-refundable deposit of **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** toward CP's costs to acquire the materials required for CP to construct the Connection

c) CP currently estimates that CP's construction costs, based on Appendix "A" - CP Scope Of Work, will be approximately **FOUR HUNDRED NINETY-NINE THOUSAND DOLLARS ($499,000.00)**; however, **this is a non-binding estimate only** and Applicant shall pay the actual costs as set out in Section 3a). The Council is not authorized to issue payments in excess of the estimate unless mutually agreed to by the Parties through an amendment to this agreement; which amendment authorization will not be unreasonable withheld.

Applicant's Initials _____

CP initials _____

d) CP shall also reserve the right, at its sole discretion, to progressively invoice for any work contemplated in Section 2.0 of this agreement. Each invoice issued by CP to Applicant shall constitute a requisition for payment and Applicant shall pay the full amount stated in each invoice within 30 days. Any balance owing after 30 days shall bear interest per Minnesota Statues section 471.425, subd.4.

e) Upon completion of CP's work in Section 2.0, CP will prepare a written invoice identifying the costs incurred (including all materials) and identify the balance owing after deducting the Applicant's deposit and progressive billings. Each invoice issued by CP to Applicant shall constitute a requisition for payment. Upon verification and acceptance by the Applicant, Applicant shall pay the full amount stated in each invoice within 30 days. Any balance owing after 30 days shall bear interest per Minnesota Statutes section 471.425.

f) Records-Keeping. CP shall maintain such books, records, documents and other evidence relevant to this Agreement. These books, records, documents, and data shall be retained for at least six (6) years after the completion of work under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CP agrees to maintain them until the Applicant and any of its duly authorized representatives have disposed of the litigation or claims. The provisions of this Section shall survive termination or cancellation of this Agreement.

g) Audits. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of CP relevant to this Agreement shall be subject to audit and examination by the Applicant and the Legislative Auditor or State Auditor for up to six years. However, by entering into this Agreement, CP is not waiving and does not waive its right to refuse to allow or limit the examination of its records, books, documents, and accounting procedures and practices provided by any applicable law, statute, rule or regulation, including, but without limitation, the Minnesota Government Data Practices Act. CP shall

permit this examination and audit at any time during regular business hours. Audits conducted by the Applicant under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Applicant shall be paid in full within thirty (30) days of CP's receipt of audit. The provisions of this Section shall survive termination or cancellation of this Agreement.

h) Prompt Payment of Subcontractors. Consistent with Minnesota Statutes, section 471.425, if any part of the activities described in Section 2.0 is subcontracted, CP shall pay any such subcontractor within ten (10) days of CP's receipt of payment from the Applicant for undisputed activities provided by the subcontractor. CP shall not, by reason of said payments, be relieved from responsibility for that portion of the activities done by the subcontractor and shall be responsible for the entire activities until the same is finally accepted by the Applicant.

i) Federal Transit Administration Clauses. Monies that may be provided to CP by the Applicant pursuant to this Construction Agreement may be funded in whole or in part by the United States Department of Transportation, Federal Transit Administration. Specifically, and without limitation, CP agrees to comply with the federal requirements set forth in **Appendix "D" – "Federal Transit Administration Provisions"** and agrees to require, unless specifically exempted, and third-party contractors at every tier to comply with the same.

j) Prohibition on Discriminatory Practices. CP shall take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.

k) Affirmative Action. The provisions of this Section apply only if the amount of this Agreement (including the value of any amendments thereto) exceeds one hundred thousand dollars ($100,000).

   i) General Requirements. The requirements of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600, regarding affirmative action plans, are incorporated in this Agreement by reference.

   ii) Disabled Individuals Affirmative Action.

      a. CP must not discriminate against any employee or applicant for employment because of a physical, sensory, or mental disability in regard to any position for which the employee or applicant for employment is qualified. CP agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical, sensory, or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. CP agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of CP's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. CP agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state CP's obligation under law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. CP must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that CP is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically, sensory, and mentally disabled persons.

4.0 Maintenance:

CP is responsible for the on-going maintenance related expenses, capital renewal and replacement of the Connection. The Applicant is responsible for the on-going maintenance related expenses, capital renewal and replacement of the Southerly Connector.

5.0 Termination:

a) In the event that Applicant fails to complete its grading responsibilities pursuant to Section 1e) within the agreed-upon schedule, CP will retain Applicant's deposit and this Agreement will automatically terminate;

b) In the event that Applicant,

i) fails to pay the balance due under this Agreement pursuant to Section 3;

ii) fails to complete construction of the Southerly Connector within the agreed upon schedule; or

CP may, at its option, terminate this Agreement immediately upon written notice, retain the non-refundable deposit and invoice the Applicant for any additional costs incurred by CP.

6.0 Liability:

a) Except where and to the extent CP is negligent, Applicant shall make no claim or demand against CP for any injury, including injury resulting in death, loss or damage to property suffered or sustained by Applicant or its employees, officers or agents which arises out of or is connected with the Connection construction work or this Agreement.

b) To the extent that Applicant is negligent, Applicant shall indemnify and save harmless CP and, in the event Applicant's Contractor is negligent, shall cause its Contractor(s) to indemnify and save harmless CP:

   i) from and against any and all claims, judgments or awards made under Workers' Compensation legislation;

   ii) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted; and

   iii) from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by CP including injuries, as well as those resulting in death, and damage to or destruction of CP property or third-party property (including without limitation, engines, rolling stock and all other equipment and their contents) which are based upon, arise out of or are connected with the Southerly Connector construction work or this Agreement.

c) Notwithstanding any other provision of this Agreement, Applicant shall indemnify and save harmless CP from any and all loss, costs and damages, including reasonable attorneys' fees, caused by Applicant's non-compliance with any of the provisions of this Agreement.

d) For purposes of this Section, "CP" shall mean CP, its parents and corporate affiliates, and each of their officers, directors, employees, agents and insurers.

e) The provisions of Section 6 shall survive the termination of this Agreement.

7.0 Insurance: Applicant agrees to maintain the insurance coverage set out in **Appendix "E" – "Insurance".**

8.0 General:

a) All notices or communications required hereunder shall be given by courier or facsimile and addressed to the other party as follows:

To CP: **Canadian Pacific**
1010 Shop road
St. Paul, Minnesota 55106
Attention: Regional Chief Engineer East
Fax #: (651) 778-2744

To Applicant: **Metropolitan Council**
Southwest Light Rail Transit Project Office
6465 Wayzata Boulevard, Suite 500
St. Louis Park, Minnesota 55426
Attention: Project Director
Fax #: (612) 373-3899

or such other address as may be furnished from time to time by either party. Any notice, shall be deemed to have been given or made i) on the date delivered if delivered by courier, or ii) on the date that a confirmation of receipt of the facsimile was recorded by the sender if delivered by facsimile. In the event of an actual or imminent disruption in postal service, any notice shall be delivered by courier.

b) Dispute Resolution.

Process. A dispute resolution process shall be used for any unresolved issue, dispute, or controversy between the Parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. CP is represented from level 1 to 3 in the following order: – Director Interline & Passenger – South, – Assistant Chief Engineer – St. Paul, Regional Chief Engineer - East. The Council is represented from level 1 to 3 in the following order: Southwest LRT Project Director, Council's Metro Transit division's General Manager, and the Council's Regional Administrator. At each level, representatives of the Parties shall meet and continue to explore resolution until either Party determines, in good faith, that effective resolution is not possible at the current level, and notifies the other Party that the process is elevated to the next level. If either or both Parties make such a determination at any point during issue resolution at level 3, then the dispute resolution process has been exhausted.

c) This Agreement may not be modified or amended except in writing signed by the parties.

d) This Agreement shall be construed in accordance with the laws of the state of Minnesota.

e) CP will obtain all necessary approvals from the Surface Transportation Board in the event that CP does not complete the construction of, or removes, the Connection.

f) This Agreement supersedes and cancels all prior agreements and understandings, oral or written, with respect to the construction of the Connection. This Agreement and the Real Estate Purchase Agreement contain the entire agreement of the parties with respect to the Connection.

(Signature page follows.)

The parties hereto have executed this Agreement on the date first above written.

SOO LINE RAILROAD COMPANY
d/b/a CANADIAN PACIFIC

Per:_____

Title:_____

I have the authority to bind the corporation.

_____

Per:_____

Title:_____
I have the authority to bind the corporation

APPENDIX "A" – CP SCOPE OF WORK

1. Install one (1) #15 turnout and approximately 150 feet of track within CP's MN&S (Project Work) as shown on the Engineering Plan attached as Appendix "B";

2. Install, modify or upgrade any signal equipment if and when required to accommodate the new turnout installation;

3. Provide flagging protection for any work by Applicant or Applicant's contractor within twenty-five feet (25') of the CP's MN&S track centerline at the Connection, including without limitation, in support of survey, grading or geotechnical work at Applicant's expense;

    a. Flagging costs are not included in the estimate provided in Section 3c) and will be paid by the Applicant or Applicant's contractor through a separate Purchase Order issued to CP.

4. Provide engineering or supervisory work as required, in support of the Project Work to be performed by CP;

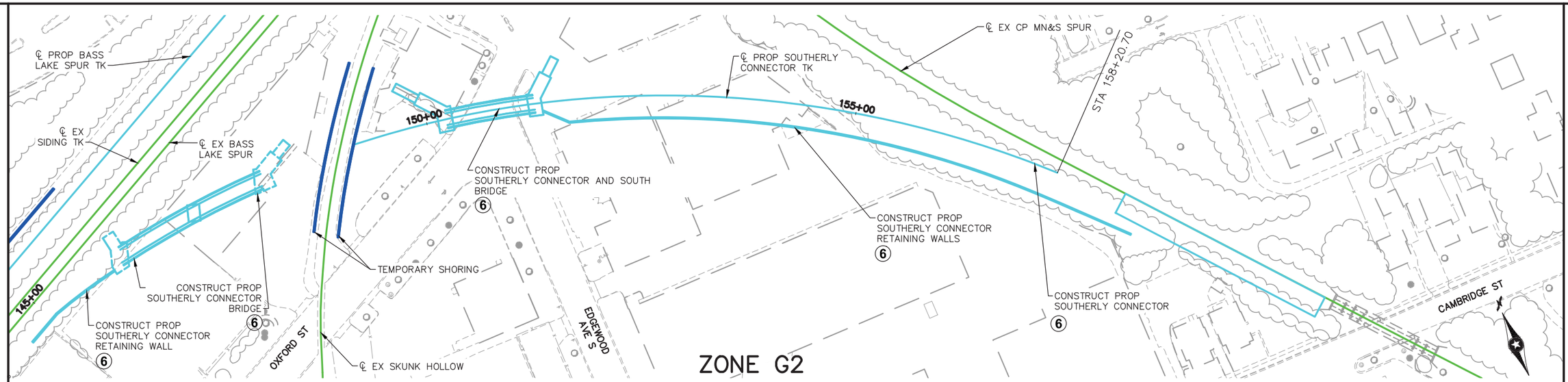
5. Provide material ordering, supply distribution and clean-up work associated with the Project Work to be performed by CP; and

6. Provide any other Project Work required to be completed by CP within the right-of-way.

APPENDIX "B' – ENGINEERING DRAWINGS
Attached

Phase 8 (Page 53)

Phase 10 (Page 64)



WORK:
SEE E1-FRT-STG-PHASE_6-002

OPERATIONS:
SEE E1-FRT-STG-PHASE_6-002

TIMING:
SEE E1-FRT-STG-PHASE_6-002

LEGEND
- IN SERVICE TRACK
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED IN PREVIOUS PHASE.
- TRACK OR OTHER ELEMENT REMOVAL
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED WITHOUT RAIL OPERATION SHUTDOWN
- PROPOSED TRACK CONSTRUCTION – WITH RAIL OPERATION SHUTDOWN
- OUT OF SERVICE TRACK

ABBREVIATIONS:
CP : CANADIAN PACIFIC RAIL SYSTEMS
TK : TRACK
T/O : TURNOUT
BR : BRIDGE
LH : LEFT HAND
RH : RIGHT HAND
LLT : LAST LONG TIMBER
PROP: PROPOSED
EX : EXISTING
UG : UNDERGRADE
NO : NUMBER

0 30 60 120
SCALE

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June 21, 2017 - Addendum 9

AECOM

12/22/16

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

Revision 4

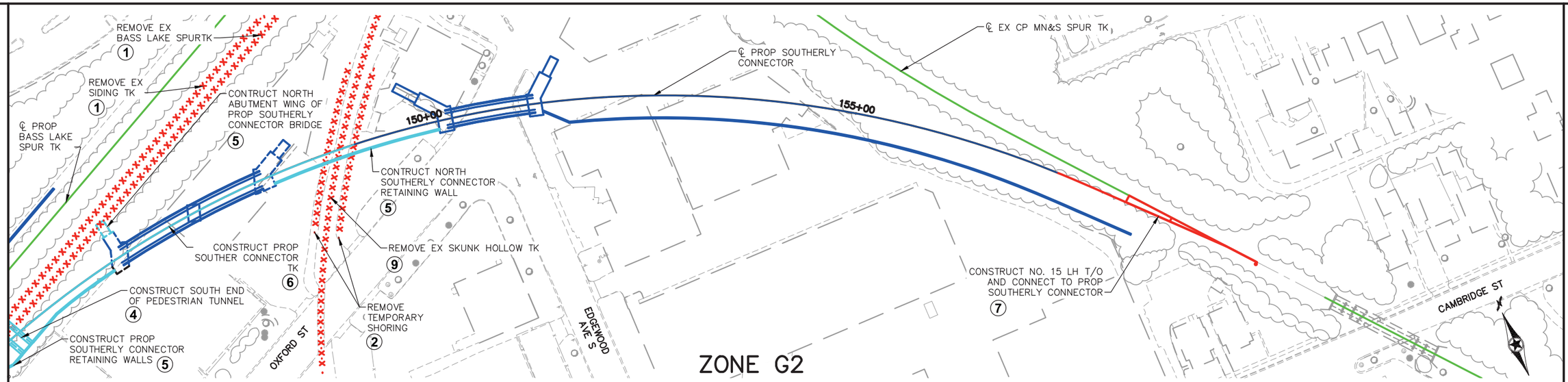
Civil - Appendix C - 86

SOUTHWEST LRT
TRACK
BASS LAKE SPUR PHASING PLAN
PHASE 8 - ZONE G2

DISCIPLINE: TRACK

SHEET NAME: E1-FRT-STG-PHASE_8-008

SHEET 53 OF 76



WORK:
SEE E1-FRT-STG-PHASE_9-002

OPERATIONS:
SEE E1-FRT-STG-PHASE_9-002

TIMING:
SEE E1-FRT-STG-PHASE_9-002

LEGEND
- IN SERVICE TRACK
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED IN PREVIOUS PHASE.
- TRACK OR OTHER ELEMENT REMOVAL
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED WITHOUT RAIL OPERATION SHUTDOWN
- PROPOSED TRACK CONSTRUCTION – WITH RAIL OPERATION SHUTDOWN
- OUT OF SERVICE TRACK

ABBREVIATIONS:
CP : CANADIAN PACIFIC RAIL SYSTEMS
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LLT : LAST LONG TIMBER
PROP: PROPOSED
EX : EXISTING
UG : UNDERGRADE
NO : NUMBER

SCALE 0 30 60 120

Feb. 21 2017 05:23 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\TRACK\E1-FRT-STG-PHASE_10.dwg By: KleySD

June 21, 2017 - Addendum 9

AECOM

12/22/16

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

Revision 4

Civil - Appendix C - 97

SOUTHWEST LRT
TRACK
BASS LAKE SPUR PHASING PLAN
PHASE 10 - ZONE G2

DISCIPLINE: **TRACK**

SHEET NAME: **E1-FRT-STG-PHASE_10-007**

SHEET **64** OF **76**

APPENDIX "C' – SCHEDULE OF WORK

Work by Applicant (Phase 8) – Complete by March 2019 in advance of Phase 10

1. Sta. 158+21 to 159+95: Grade for Connection
2. Sta. 159+95: Construct pad for #15 righthand turnout required for Connection

Work by CP Forces (Phase 8) – Complete by March 2019 in advance of Phase 10

1. Provide flagging protection for any Applicant work within twenty-five (25') feet of the CP's MN&S track centerline at the Connection

Work by CP Forces (Phase 10) – Complete as provided by the provisions of Section 2d)

1. Install one (1) #15 turnout and approximately 150 feet of track on CP's MN&S required for the Connection

APPENDIX "D' – FEDERAL TRANSIT ADMINISTRATION PROVISIONS

The provisions of this Exhibit are required because this Agreement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Exhibit shall prevail. For the purposes of this Exhibit, when indicated by the text of this Exhibit, the terms "contract work," "work," and similar references mean the work performed by Soo Line Railroad d/b/a Canadian Pacific ("CP") as outlined on Appendix A which is the subject of this Agreement.

To the extent applicable, CP agrees as follows:

1. **Fly America Requirements.** CP agrees to comply with 49 U.S.C. section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CP shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America Act requirements. CP agrees to include the requirements of this Section 1 in all subcontracts under this Agreement that may involve international air transportation.

2. **Energy Conservation.** CP agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

3. **Access to Records and Reports.**

   (A) Record Retention. CP will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

   (B) Retention Period. CP agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. CP shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the

performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

(C) Access to Records. CP agrees to provide sufficient access to FTA and its contractors to examine, inspect and audit records and information related to performance of this Agreement as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), CP agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of CP which are directly pertinent to this Agreement for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

CP also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") contractor, access to CP's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.

(D) Access to the Sites of Performance. CP agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

The expiration or termination of this Agreement does not alter the record retention or access requirements of this Section 3.

4. **Federal Changes.** CP shall comply with the required FTA clauses set forth in this Agreement and with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the underlying agreement between the Council and FTA, as they may be amended during this Agreement. CP's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the Term of this Agreement, shall constitute a material breach of this Agreement. Applicable changes to federal requirements apply to CP's subcontracts as well.

5. **Recovered Materials.** CP agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

6. **No Obligation by the Federal Government.** The Council and CP acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or

approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Council, CP, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

CP agrees to include the preceding clause in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

7. **Program Fraud and False or Fraudulent Statements or Related Acts.** CP acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq*., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, CP certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, CP further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CP to the extent the Federal Government deems appropriate.

   CP also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on CP, to the extent the Federal Government deems appropriate.

   CP agrees to include the above language in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

8. **Civil Rights.** Under this Agreement, CP shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

   (A) Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132, and federal transit law at 49 U.S.C. section 5332, CP agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, CP agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(B) Nondiscrimination in Contracting. CP agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third party contract it signs:

(1) CP must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(2) CP must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

(C) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

(1) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e *et seq.*, and federal transit laws at 49 U.S.C. section 5332, CP agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. CP agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CP agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, CP agrees to refrain from discrimination against present and prospective employees for reason of age.

In addition, CP agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended 42 U.S.C. section 4151 *et seq.*, and federal transit law at 49 U.S.C. section 5332, CP agrees that it will not discriminate against individuals on the basis of disability. In addition, CP agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any other implementing requirements FTA may issue. CP agrees that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

(D) Inclusion in Subcontracts. CP agrees to include the requirements of this Section 8 in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

9. Disadvantaged Business Enterprise ("DBE") (FTA funding with no DBE Goal).

(A) Nondiscrimination. Pursuant to 49 C.F.R. section 26.13, CP, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CP shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by CP to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Council deems appropriate (including withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying CP from future bidding as non-responsible). CP shall include this requirement in all subcontracts pursuant to this Agreement.

(B) Prompt Payment. CP agrees to pay subcontractors within ten (10) calendar days of CP's receipt of payment from the Council for undisputed services provided by the subcontractor. CP agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether CP has received payment of retainage from the Council. CP shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. CP agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. CP will not be reimbursed for work performed by subcontractors unless and until CP ensures that subcontractors are promptly paid for work they have performed. Failure to

comply with the provisions of this Section 9 may result in the Council finding CP in noncompliance with the DBE provisions of this Agreement.

10. **Incorporation of FTA Terms.** The provisions of this Exhibit include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F (as revised from time to time) and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CP shall not perform any act, fail to perform any act, or refuse to comply with any Council requests which would cause the Council to be in violation of the FTA terms and conditions.

11. **Reserved.**

12. **Clean Water.** CP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. CP agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. CP also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

13. **Certification of Restrictions on Lobbying; Disclosure.** CP certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of CP, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, CP shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    CP shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By its signature on this Agreement, CP certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CP understands and agrees that the provisions of 31 U.S.C. section 380l, *et seq.,* apply to this certification and disclosure, if any.

14. **Clean Air.** CP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. CP agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. CP also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

15. **Debarment and Suspension; Integrity Certification.** CP agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Agreement. By signing this Agreement, CP certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Council relies in entering this Agreement. If it is later determined that CP knowingly rendered an erroneous certification, in addition to other remedies available to the Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor shall provide to the Council immediate written notice if at any time CP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CP will include a provision requiring such compliance in its lower tier covered transactions.

16. **Reserved.**

17. **Veteran's Preference.** CP shall cause its contractors to give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

18. Executive Order/Special DOL EEO Clauses. The provisions of this Section 18 apply only if the value of a subsequent construction contract exceeds ten thousand dollars ($10,000).

During the performance of this Agreement, CP agrees as follows:

(A) CP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CP shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this nondiscrimination clause.

(B) CP shall, in all solicitations or advertisements for employees placed by or on behalf of CP state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) CP shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Council, advising the labor union or workers' representative of CP's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) CP shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) CP shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Council and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of CP's noncompliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and CP may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) CP shall include the provisions of paragraphs A through G of this Section 18 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. CP shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CP becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CP may request the United States to enter into such litigation to protect the interests of the United States.

19. Buy America. The provisions of this Section 19 apply only if the amount of this Agreement (including the value of any amendments thereto) exceeds $150,000.

CP agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7.

20. Cargo Preference. CP agrees: (a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph (a) to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Council (through CP in the case of a lower-tier participating subcontractors bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

21. Davis-Bacon and Copeland Anti-Kickback Act. For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor

Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

(A) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as an exhibit and made a part of this Agreement, regardless of any contractual relationship which may be alleged to exist between CP and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such labors or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by CP and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CP shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(3) If CP does not make payments to a trustee or other third person, CP Ralway may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the

written request of CP, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CP to set aside in a separate account assets for the meeting of obligations under the plan or program.

(4) Non-listed Class Wage Determinations.

(a) The Council's Project Manager shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Council's Project Manager shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the work determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If CP and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Council's Project Manager agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Council's Project Manager to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Council's Project Manager or will notify the Council's Project Manager within the 30-day period that additional time is necessary.

(c) In the event CP, the laborers or mechanics to be employed in the classification or their representatives, and the Council's Project Manager do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Council's Project Manager shall refer the questions, including the views of all interested parties and the recommendation of the Council's Project Manager, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Council's Project Manager or will notify the Council's Project Manager within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to the paragraphs (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

(B) Withholding. The Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from CP under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CP or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Council may, after written notice to CP, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(C) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by CP during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CP shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If CP employs apprentices or trainees under approved programs, CP shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) Certified Payrolls.

(a) CP shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Council for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. section 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (i.e. the last 4 digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://dol.gov/esa/whd/forms/wh347instry.htm or its successor site. CP is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CP or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under section 5.5(a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.

(d) The falsification of any of the above certifications may subject CP or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) CP or subcontractor shall make the records required under paragraph C(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CP or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CP, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. section 5.12.

(D) Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to CP as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification

of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where CP is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CP or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, CP will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 C.F.R. section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, CP will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(E) Compliance with Copeland Act Requirements. CP shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this Agreement.

(F) Subcontracts. CP or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. section 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CP shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. section 5.5.

(G) Contract Termination: Debarment. A breach of the contract clauses in 29 C.F.R. section 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. section 5.12.

(H) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are incorporated by reference in this Agreement.

(I) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CP (or any of its subcontractors) and the Council, the U.S. Department of Labor, or the employees or their representatives.

(J) Certification of Eligibility.

(1) By entering into this Agreement, CP certifies that neither it nor any person or firm who has an interest in CP firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. section 5.12(a)(1).

(2) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. section 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

22. Contract Work Hours and Safety Standards Act. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, CP shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3701-3708, as supplemented by the DOL regulations at 29 C.F.R. part 5.

(A) Overtime Requirements. Under 40 U.S.C. section 3702, CP and any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics must not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(B) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (A) of this Section, CP and any subcontractor responsible for a violation shall be liable for the unpaid wages. In addition, CP and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this Section, in the sum of twenty-five dollars ($25) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this Section.

(C) Withholding for Unpaid Wages and Liquidated Damages. The Council shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CP or subcontractor under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same [Contractor or Named Party], such sums as may be determined to be necessary to satisfy any liabilities of CP or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this Section.

(D) Subcontracts. CP or subcontractor shall insert in any subcontracts the clauses set forth in this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CP shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

(E) Safety Standards.

(1) General Requirement. CP agrees to comply with 40 U.S.C. section 3702 and section 3704, as supplemented by the Department of Labor regulations (29 C.F.R. part 5). Among other things, CP agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(2) Subcontracts. CP also agrees to include the requirements of this paragraph in each subcontract. The term "subcontract" under this paragraph is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this paragraph if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this paragraph do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

APPENDIX "E" - INSURANCE

1. Applicant shall at its own cost and expense, obtain and maintain (or cause to be obtained and maintained by the Applicant's contractor), during the term of this Agreement, and any extensions hereof, the following policies of insurance:

a) **Commercial General Liability Insurance** policy with an inclusive limit of not less than **Five Million Dollars ($5,000,000)** per occurrence and Ten Million Dollars ($10,000,000) in the aggregate (which shall apply separately for this project) for bodily injury and property damage. Such insurance shall specifically state by its wording or by endorsement:

(1) CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Applicant under this Agreement and incidental thereto;

(2) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(3) blanket contractual liability, including the insurable liabilities assumed by the Supplier under this Agreement;

(4) products & completed operations;

(5) shall not exclude operations on or in the vicinity of the railway right of way; and

(6) the policies shall be endorsed to provide CP with not less than thirty (30) days written notice (ten days for non-payment of premium) in advance of cancellation, material change or amendments restricting coverage.

b) **Automobile Liability insurance** covering bodily injury and property damage in an amount not less than **Two Million Dollars ($2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Applicant and used in regards to this Agreement. The Applicant's contractor shall independently maintain automobile liability insurance covering bodily injury and property damage in an amount not less than **Two Million Dollars ($2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with the construction of the Southerly Connector.

c) **Railroad Protective Liability insurance**, in the name of CP, with a single limit (personal injury and property damage combined) of not less than **Five Million Dollars ($5,000,000)** per occurrence and **Ten Million Dollars ($10,000,000)** per aggregate. The work under this Agreement shall not commence until such time as the evidence of coverage is received and approved by CP. Railroad Protective Liability insurance shall only be applicable during the term of this Agreement.

d) **Workers Compensation insurance** which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than **One Million Dollars ($1,000,000)** each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Applicant shall, or Applicant's contractor and its subcontractors shall, before any work is commenced under this Agreement submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the work under this Agreement. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

2. Applicant shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to CP Certificates of Insurance evidencing the above coverages. Such notice shall be by registered mail to the specific attention of: Canadian Pacific Railway Company, Insurance Compliance, P.O. Box 100085 – C5, 1 Ebix Way, Duluth, GA 30096. Alternatively, such notice can be sent by email to cprail@ebix.com.

3. The acquisition and maintenance of insurance policies by Applicant shall in no manner limit or restrict the liabilities incurred by Applicant under the provisions of this Agreement.

4. If the Applicant fails to maintain the Insurance required under this Agreement, CP may at its option terminate this Agreement.

Exhibit I: Form of Right of Entry Agreement

Licensee:	Effective Date :	FEBRUARY 18, 2018
METROPOLITAN COUNCIL	Expiration Date:	AUGUST 31, 2018
	Purpose of Work:	SURVEY – INSPECTION
FILE: MN-HENN-002574	Location:	HENNEPIN CO. – BASS LAKE

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Real Estate Department 700 Canadian Pacific Plaza 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	David Drach
	Phone:	(612) 904-6139
	Fax:	(612) 904-6147
	Email:	David_drach@cpr.ca

hereinafter called "**CP**,"

and

Metropolitan Council, whose address is:

Address	Contact Info	
6465 Wayzata Blvd. Suite 500 St. Louis Park, MN 55426	Name:	Mike Vogel
	Phone:	(612) 558-1405
	Email:	Michael.vogel@metc.state.mn.us

hereinafter called "**Licensee**."

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in

Hennepin County, Minnesota

described in Exhibit A and depicted in Exhibit B appended hereto and made a part hereof,

(the "**Property**")

2.2. Work Purpose:

for the sole for the purpose of performing, generally, the following activities:

Survey, topographic and visual inspections.

(the "**Work**").

2.3. Grant of License:

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site:

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term: The term of this Agreement shall

Commence at 12:01 am **on February 18, 2018**, the "**Effective Date**;" and

Expire at 11:59 pm **on August 31, 2018**, the "**Expiration Date**;"

the "**Term**." Upon agreement between CP and Licensee, the Term may be lengthen or shorten without affecting any other provisions of this Agreement

3.2. Expiration:

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date.

3.3. TERMINATION; EXCLUSION:

NOTHWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4.0 FLAGGING and SAFETY PROTECTION EQUIPMENT

4.1 FLAGGING

Land within 25 feet of the centerline of any main line track, except within the boundaries of at-grade public road crossing shall be classified as the "**Operating Zone.**" Anytime that Licensee's Work is to occur within the Operating Zone, Licensee must notify CP or its designee at Twin Cities & Western Railroad by telephone at least three working days prior to beginning any such Work within 25 feet and, if required by CP or its designee, not proceed with such Work until flagging can be provided.

Flagging charges are for a minimum 8 hour period. Cancellation of any scheduled flagging must be made by 8:30 am of the business day preceding the day on which the flagging was to be provided. Failing that, the Licensee will be charged for a minimum 8 hours of flagging.
Within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

The fact that CP provides or waives flagging service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service. The applicable rate for flagging may be obtained by the Licensee at the time flagging is scheduled.

4.2 SAFETY PROTECTION EQUIPMENT

Each and every person, employee or agent of Licensee entering upon the Property pursuant to this License must be equipped with the following "**Personal Protection Equipment**" or "**PPE**:"

4.2.1 All personal protective equipment shall be approved by American National Standards Institute (ANSI).

4.2.2 The following mandatory protective equipment shall be supplied by the Licensee at his own expense; it shall be in good condition and be properly fitted.

a. **Safety hard hat** shall be worn at all times, except inside enclosed vehicles or equipment.

b. **Safety boots** shall be worn at all times. They must meet US ANSI Z41-83 standards. They must be laced and the laces must be tied securely to provide adequate support for the ankle, and have a minimum six inch high upper and a 5/8" heel measured from the sole.

c. **Safety eyeglasses** with side shields shall be worn at all times except when in a vehicle or building

d. **Hearing protectors** shall be worn in all designated locations and also wherever noise level exceeds 85 decibels.

e. **Respirators**, appropriate for the Work, shall be worn whenever work involving dust or fumes is performed.

f. **Fluorescent orange work wear** with reflective striping shall be worn whenever work is being done in the vicinity of tracks, crossings and roadways, and in whatever areas used by moving vehicles or equipment, and in all other designated areas, except when fall protection or pole climbing equipment is being used.

4.2.3 **Attire.** Clothing must be suitable to perform job functions safely, protect against hazards to the skin and be adequate for existing weather conditions. Shirts must be worn at all times, pants should be at least ankle length.

5.0 CONDUCT and LIMITATIONS

5.1. Work Conduct:

5.1.1. ***Property clean, safe and free from nuisances***

The Licensee shall not allow its Work to create any nuisance upon the Property and shall at all times conduct its Work in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

5.1.2. **Use of Hazardous Substances**

The Licensee shall not without prior written disclosure to and approval by CP, use or authorize the use of any Hazardous Substance (any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law) on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate.

5.1.3. **Property Boundaries.**

Licensee shall be responsible for determining the location and extent of the boundaries of the Property and avoidance of trespass onto third party property.

5.2 Not Applicable

5.3 Permits And Licenses; Compliance With Laws:

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

5.4. Subleasing or Assignment is prohibited.

The Licensee may not assign or sublease the permissions or rights herein granted in any manner or form.

5.5. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6. PAYMENTS

6.1. Utilities, Supplies, Materials and Labor.

Licensee shall be solely responsible for the payment of all utilities, supplies, materials or Labor encompassed in the Work.

6.2 Mechanics' And Materialmen's Liens:

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

6.3. Work At No Cost To CP:
The Work completed by Licensee shall be performed at no cost to CP.

6.4 License Fee.
In consideration for the grant of the permissions contained in this license, Licensee pay pay to CP the amount of $1.00 in advance.

7. LIABILITY and INSURANCE

7.1. Damage To Tracks, Facilities, And Equipment:
If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

7.2. Assumption Of Risk:
Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

7.3. Indemnity:
To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

7.4 Insurance:
A minimum of 3 business days prior to its intended entry unto the Property, Licensee shall provide evidence of and maintain during the life of this License, and so long as any of its employees or agents or equipment are upon the Property, the following insurance:

(i) Worker's Compensation Insurance which fully meets the requirements of any Workers' Compensation Law in force at the location where the Work is performed, including the requirements of any Occupational Disease Law;
(ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles engaged in or about the worksite, with a combined single limit of $1,000,000;
(ii) Commercial general liability insurance with a combined single limit of not less than $2,000,000 per occurrence and $5,000,000 aggregate.
All such policies shall be endorsed to waive railroad exclusions.

This License shall not be valid until the foregoing evidence of insurance is approved by CP.

8. ENTIRE AGREEMENT

8.1. Survival Of Indemnity Provisions:
The indemnification provisions of this Agreement shall survive its expiration or termination.

8.2. Mere License:
The permissions encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

8.3. No Warranty Of Title:
CP does not warrant that it has good title to the Property.

8.3. Assignment; Binding Effect:
This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

8.4 Governing Law:
This Agreement shall be construed and interpreted in accordance with the laws of the state of Minnesota, without reference to the choice of law rules of that state.

8.6 Entire Agreement:
This Agreement is the full, complete, and entire Agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

8.7. Headings:
The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

8.8. Singular And Plural:
As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

9. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

METROPOLITAN COUNCIL	**SOO LINE RAILROAD COMPANY** *doing business as* Canadian Pacific
By _____	By _____
Its SENIOR PROJECT DIRECTOR	Its Director Real Estate - US
Date 26FEB18	Date February 27, 2018

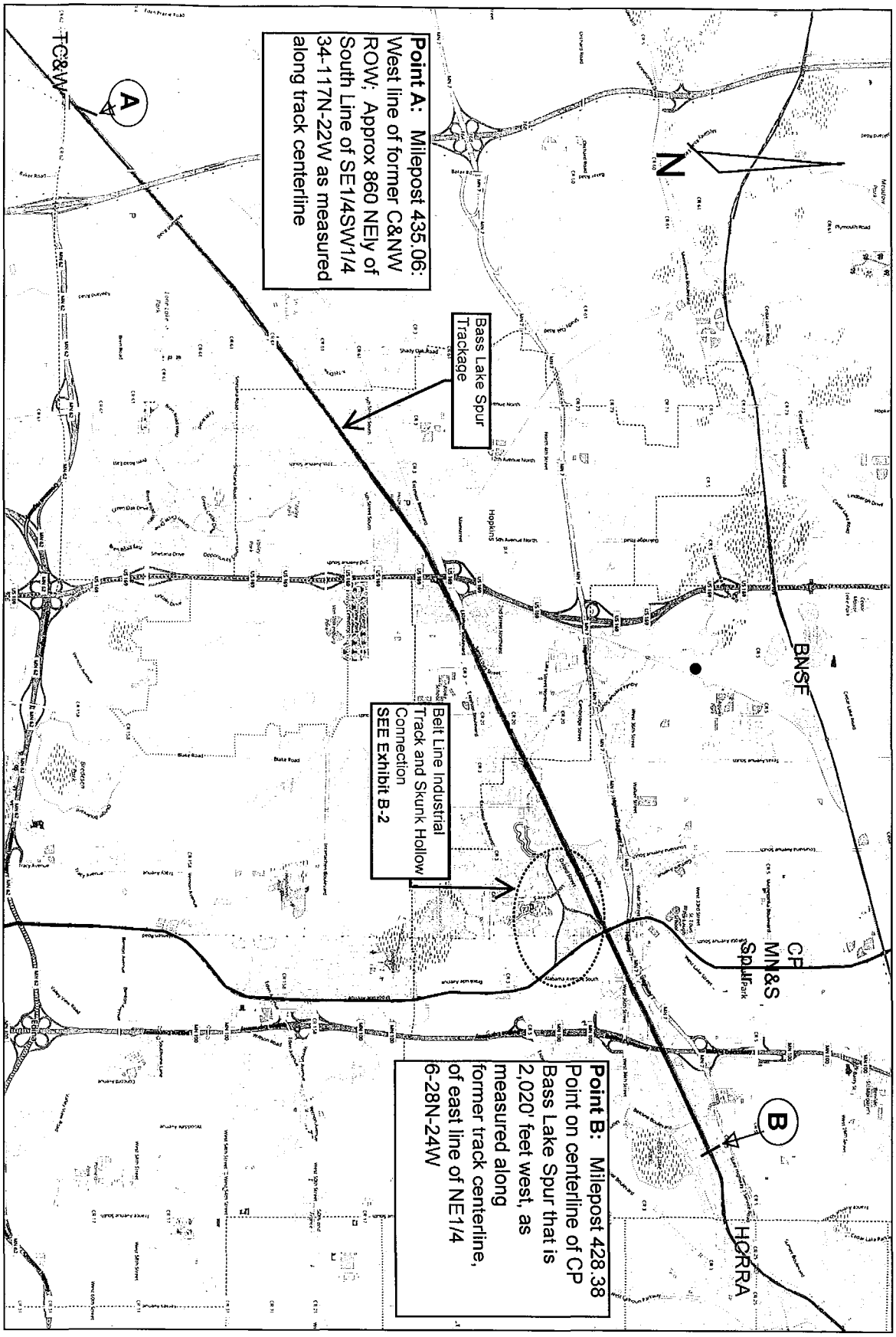
PROPERTY DESCRIPTION

A. That certain line of railroad extending easterly from

Point "A" at Milepost 435.06 near Hopkins, Minnesota, 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 1117 North, Range 22 West to

Point B at railroad Milepost 428.38, 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**.


Point A: Milepost 435.06: West line of former C&NW ROW; Approx 860 NEly of South Line of SE1/4SW1/4 34-117N-22W as measured along track centerline
TC&W
A
N
Bass Lake Spur Trackage
Hopkins
BNSF
Belt Line Industrial Track and Skunk Hollow Connection
SEE Exhibit B-2
CP MN&S Spur
Point B: Milepost 428.38 Point on centerline of CP Bass Lake Spur that is 2,020' feet west, as measured along former track centerline, of east line of NE1/4 6-28N-24W
B
HCRRA

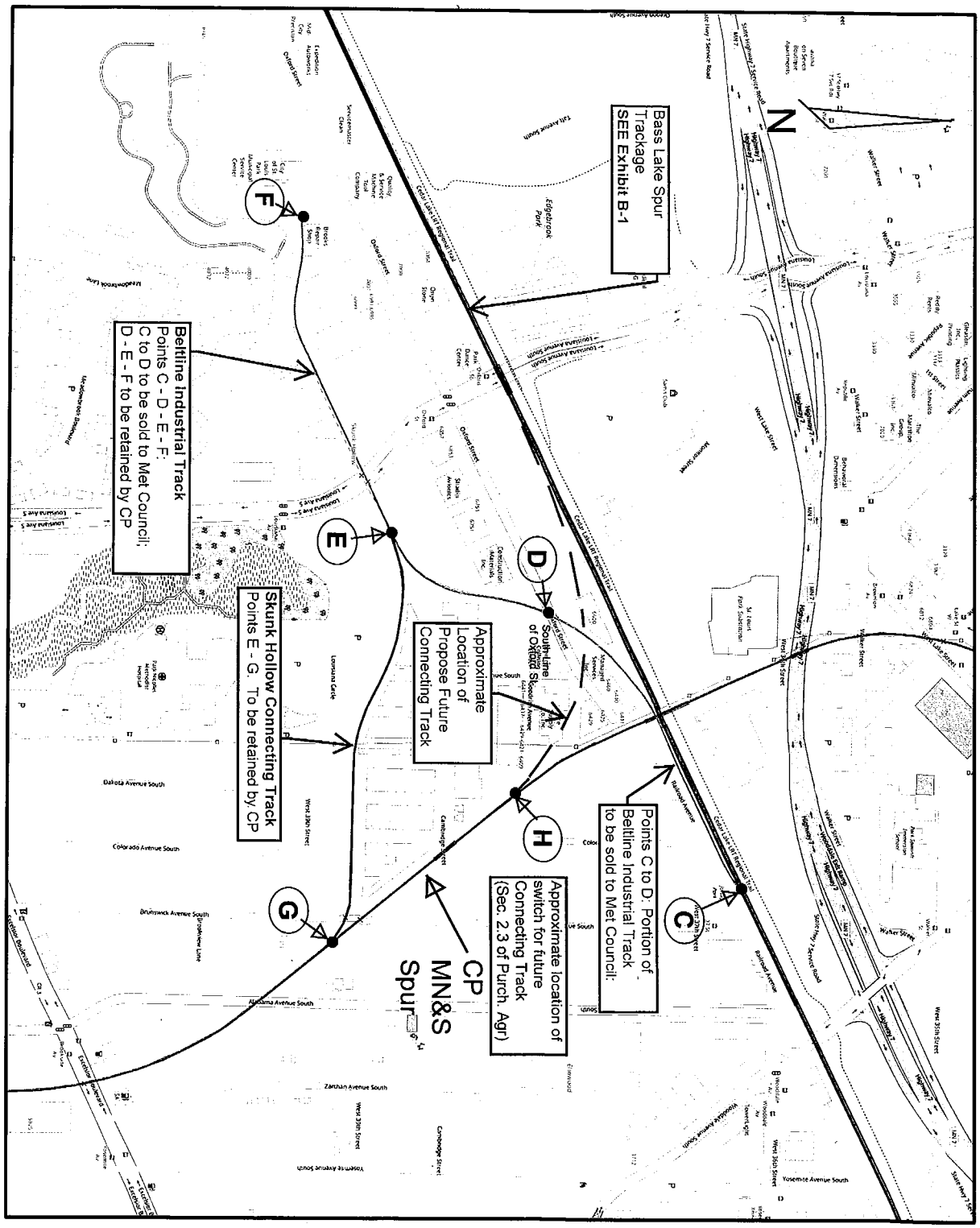

Bass Lake Spur
Trackage
SEE Exhibit B-1
Beltline Industrial Track
Points C - D - E - F:
C to D to be sold to Met Council;
D - E - F to be retained by CP
Skunk Hollow Connecting Track
Points E - G. To be retained by CP
Approximate
Location of
Propose Future
Connecting Track
Approximate location of
switch for future
Connecting Track
(Sec. 2.3 of Purch. Agr)
Points C to D: Portion of
Beltline Industrial Track
to be sold to Met Council
CP
MN&S
Spur
F
E
D
H
G
C
N

Exhibit J: Form of Partial Assignment Agreement for Bass Lake Spur Trackage.

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 COUNTRY 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:_____

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

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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]

(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

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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 SOO [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.

[redacted]

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

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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]

The adjustment formula shall be:

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

(2) (i) For Base Charge:

[redacted] = 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.

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(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.

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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 respond 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

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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:

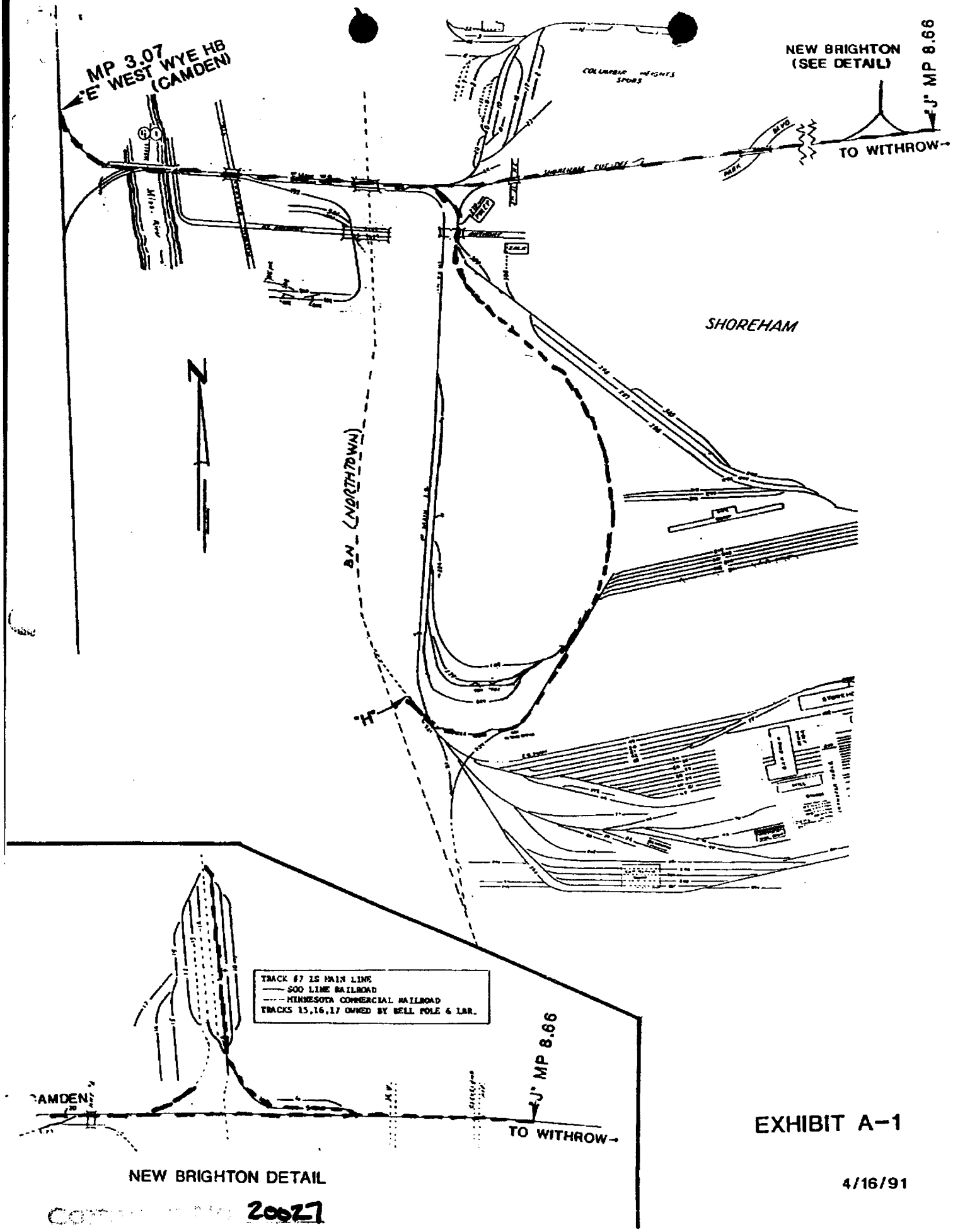
(a) SOO and Buyer shall arrange for and Buyer shall accept a route to St. Paul Yard whereby Buyer shall operate over property owned by Hennepin County Regional Rail Authority, or its successor, ("HCRRA"), from the vicinity of either Tower E-14, Hopkins, or St. Louis Park to Cedar Lake Junction (approximately 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]

[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 [redacted], but in no event shall BUYER be required to pay [redacted] 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.

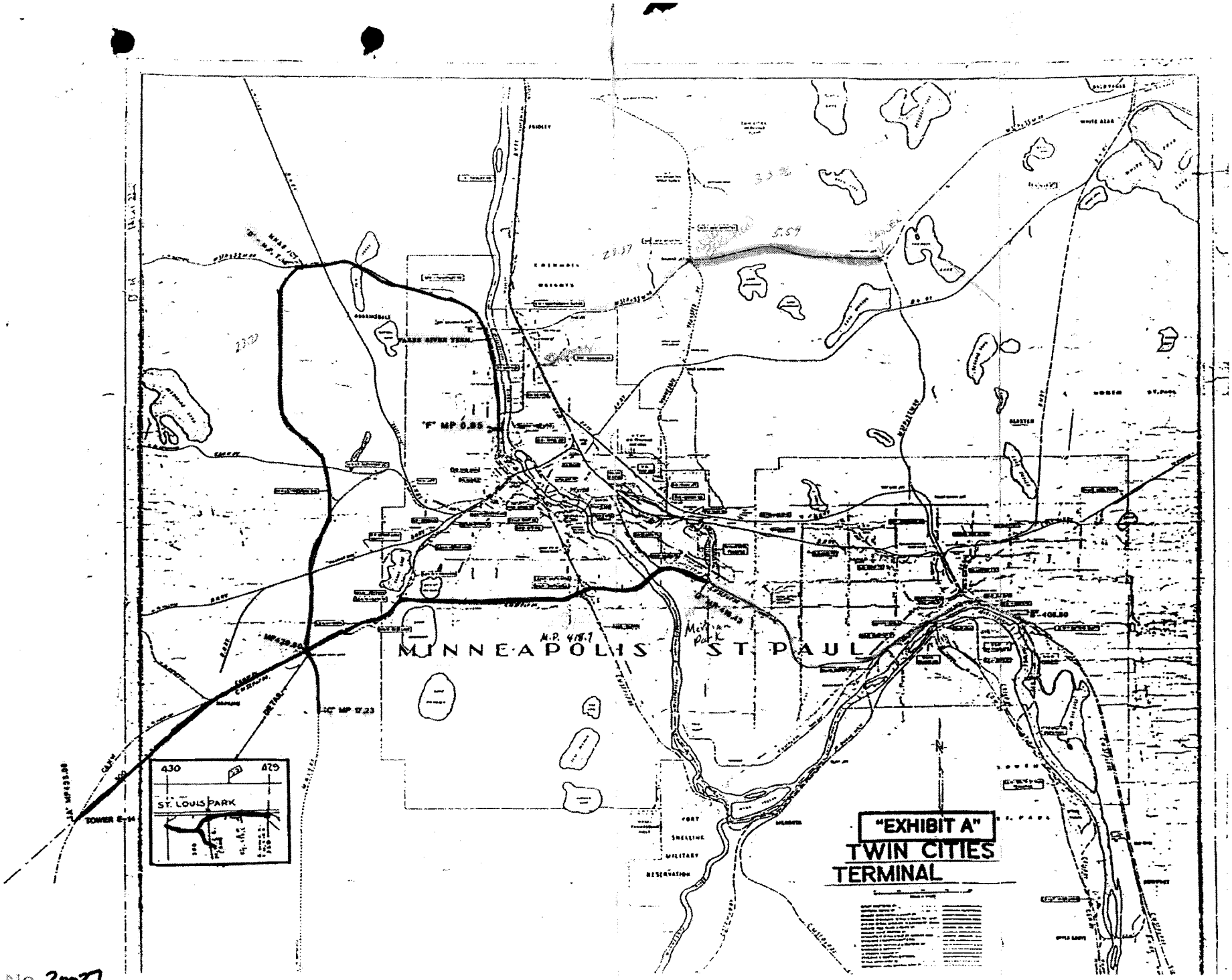


NEW BRIGHTON DETAIL

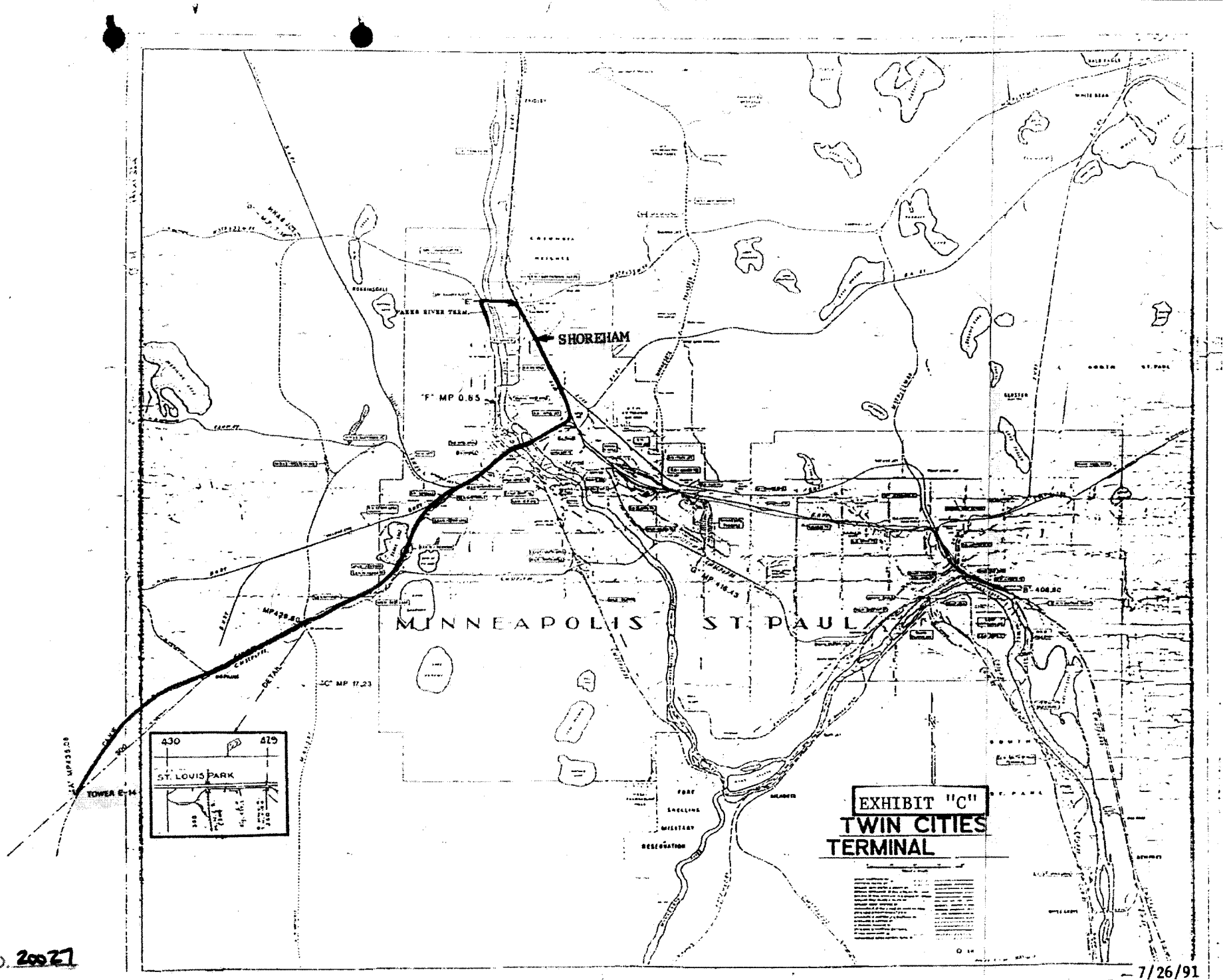
EXHIBIT A-1

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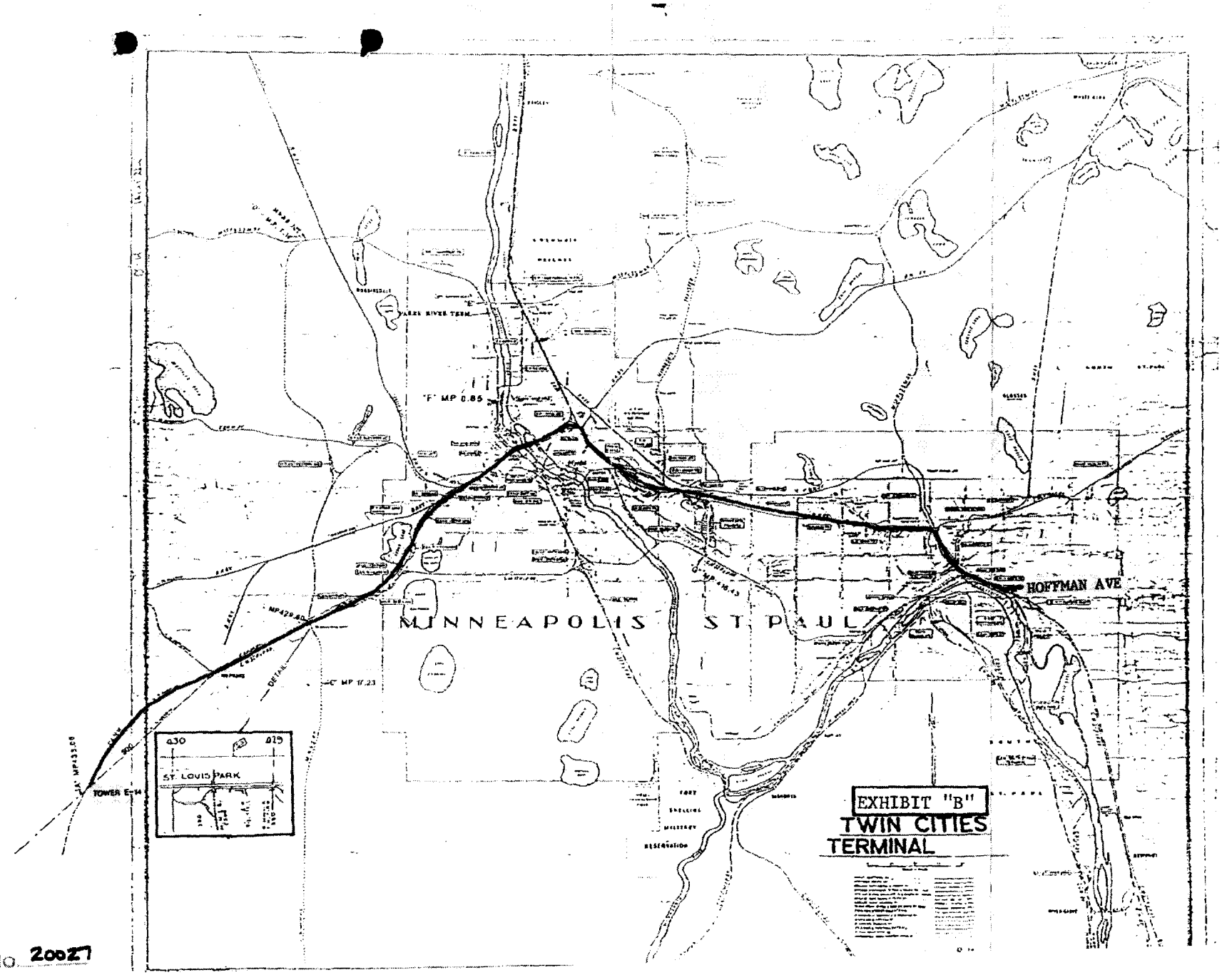


CONTRACT NO. 20027



CONTRACT NO. 20027

7/26/91



CONTRACT NO. 20027

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] 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 ommissions of parties other that 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 as 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

CP COUNTERPART
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

By _____
P. A. Pender
Vice President and
Chief Operating Officer

TWIN CITIES & WESTERN RAILROAD COMPANY

By _____
Chairman

OK as to Legal Form

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] 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) [redacted]

(b) [redacted]

2.2 [redacted]

2.3 [redacted]



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 [redacted] 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 [redacted]

its operations over Cargill-owned trackage. [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

92114\006\tjad714.006

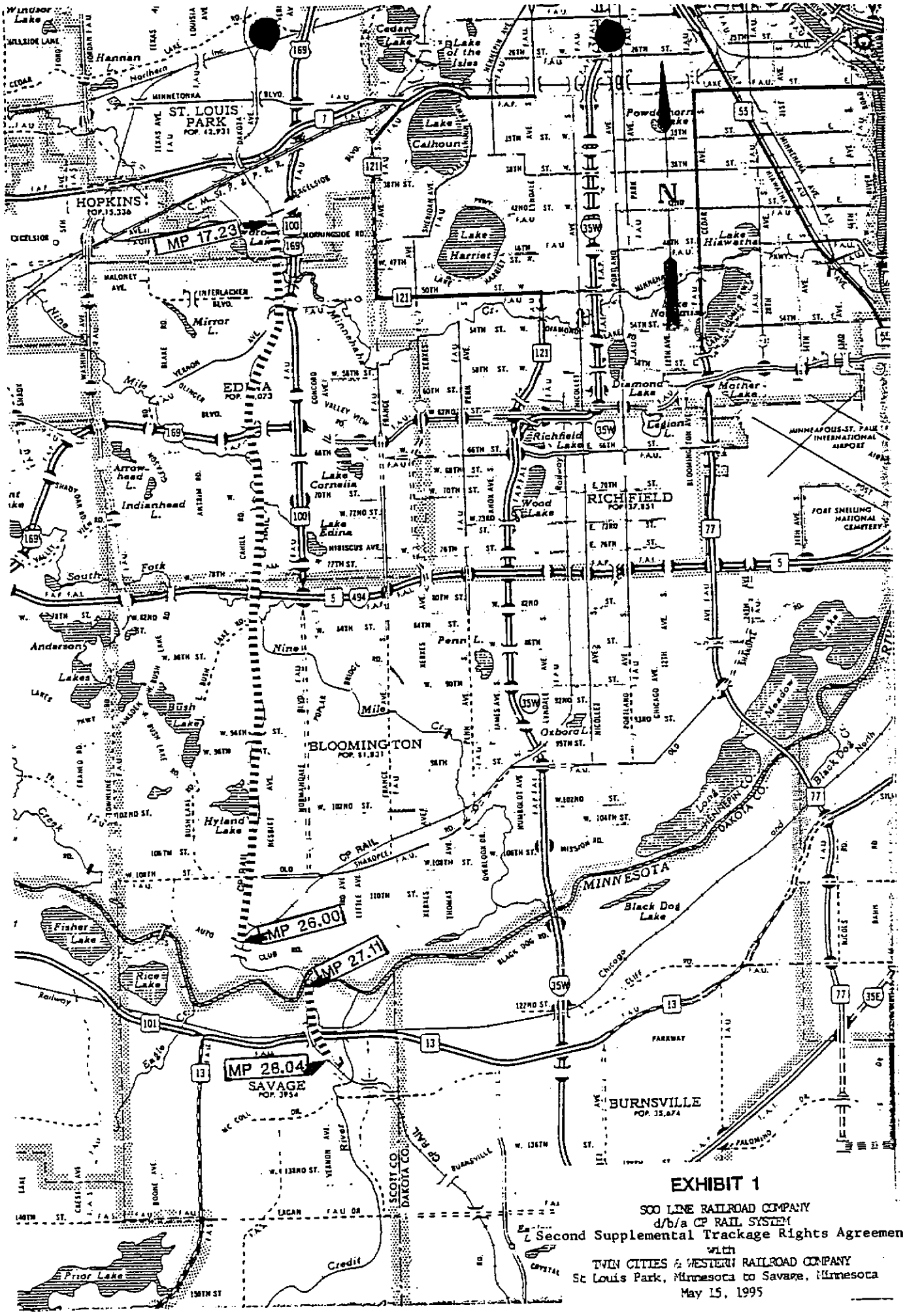


EXHIBIT 1

SOO 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

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36178

METROPOLITAN COUNCIL – PETITION FOR DECLARATORY ORDER

VOLUME II OF III

Edward D. Greenberg
Thomas W. Wilcox
GKG Law, P.C.
1055 Thomas Jefferson Street N.W.
Suite 500
Washington, D.C. 20007
Telephone: 202-342-5277
Facsimile: 202-342-5299

Special Counsel for the Metropolitan Council

Ann Bloodhart, Esq.
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Telephone: 651-602-1105

April 4, 2018

Attachment 2: Green Line Extension Light Rail Property Transfer Agreement by and between Hennepin County Regional Railroad Authority and the Metropolitan Council ("PTA")

Exhibit 4b: Bass Lake Spur Freight Rail 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 HCCRA to CP within 48 hours after conveyance of the Easement to HCCRA.

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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

Date: _____

By: _____
Executive Director

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”.

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

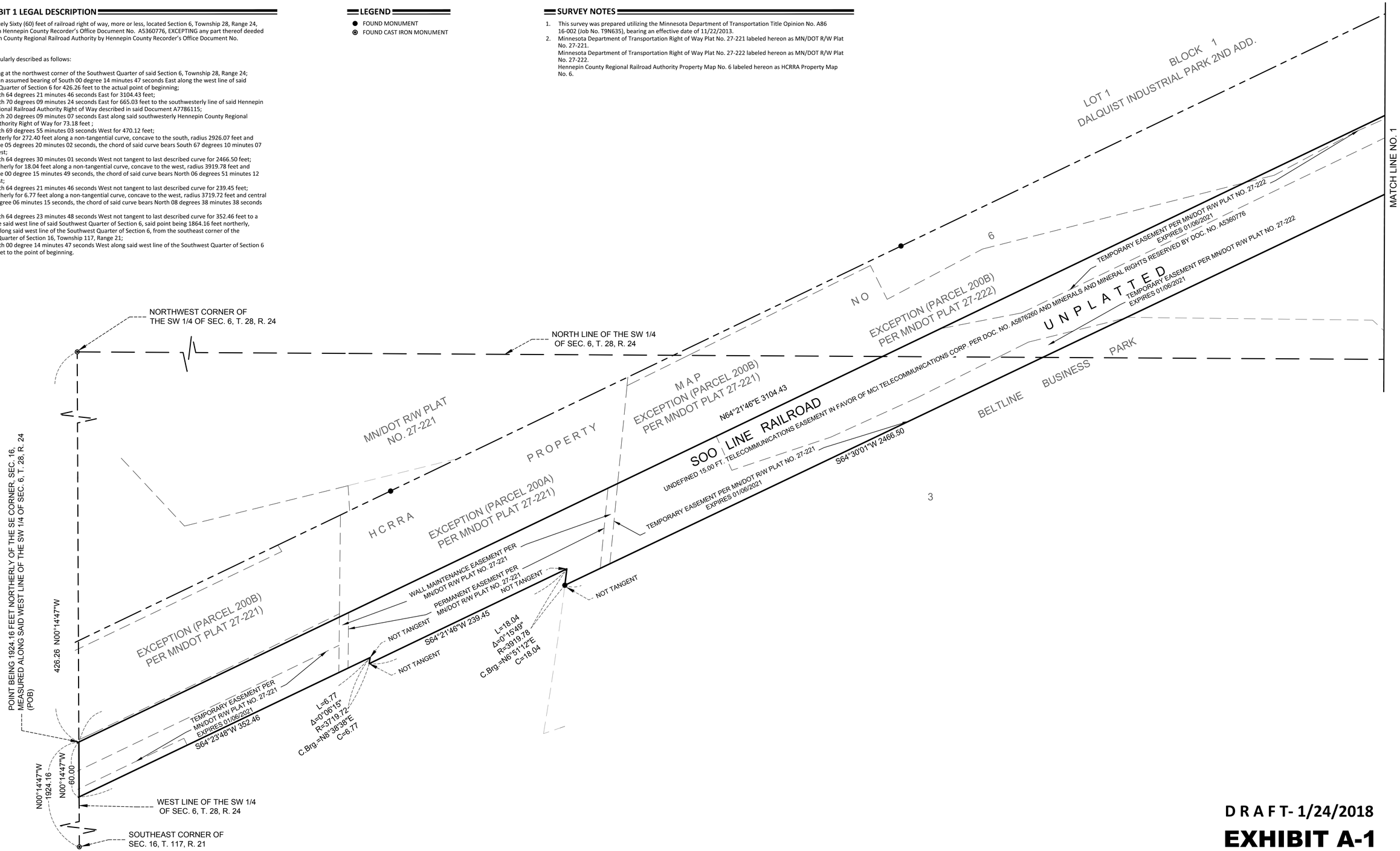
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 1 OF 3

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan. 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

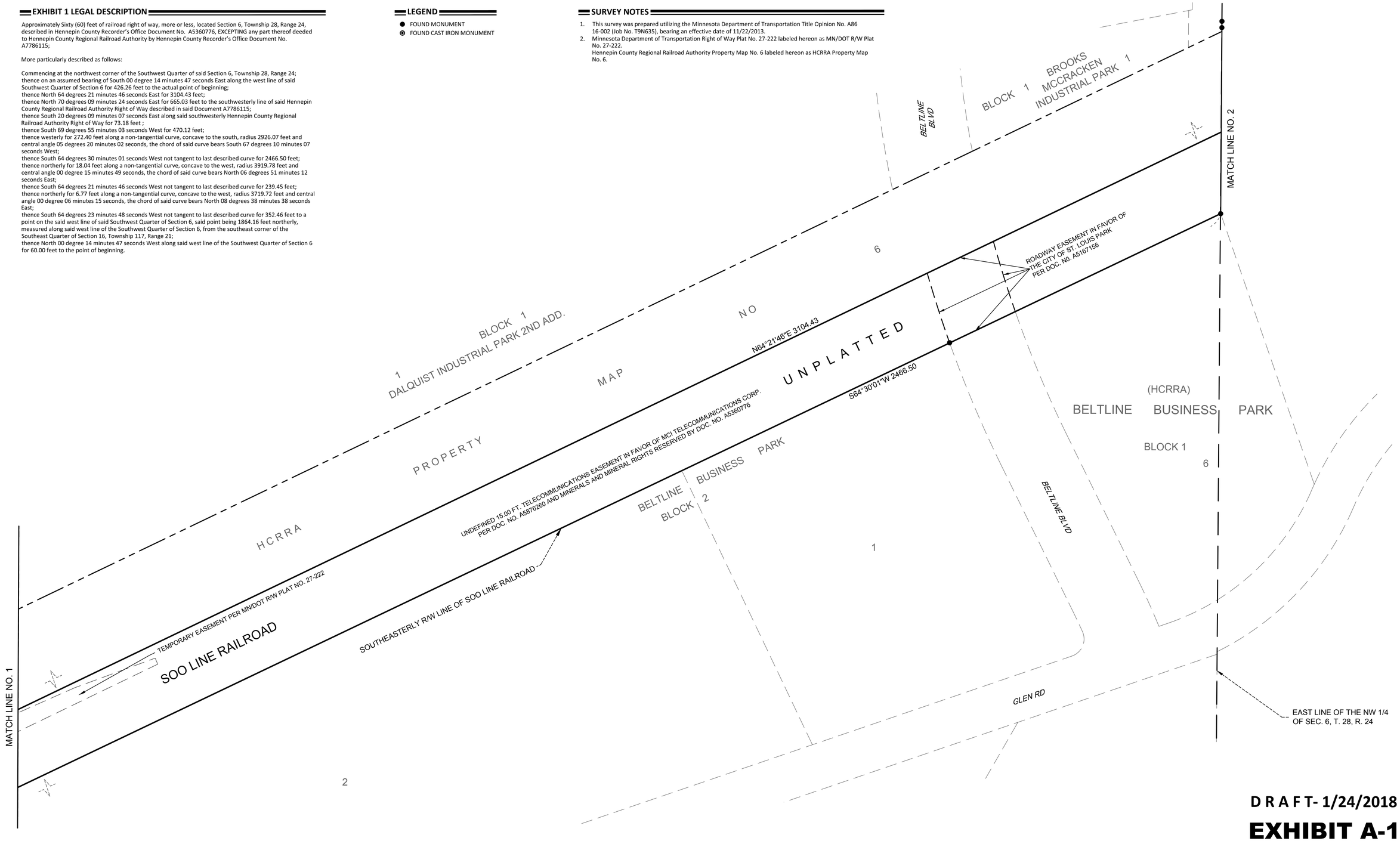
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24; thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
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thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

SHEET 2 OF 3

Jan, 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

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More particularly described as follows:

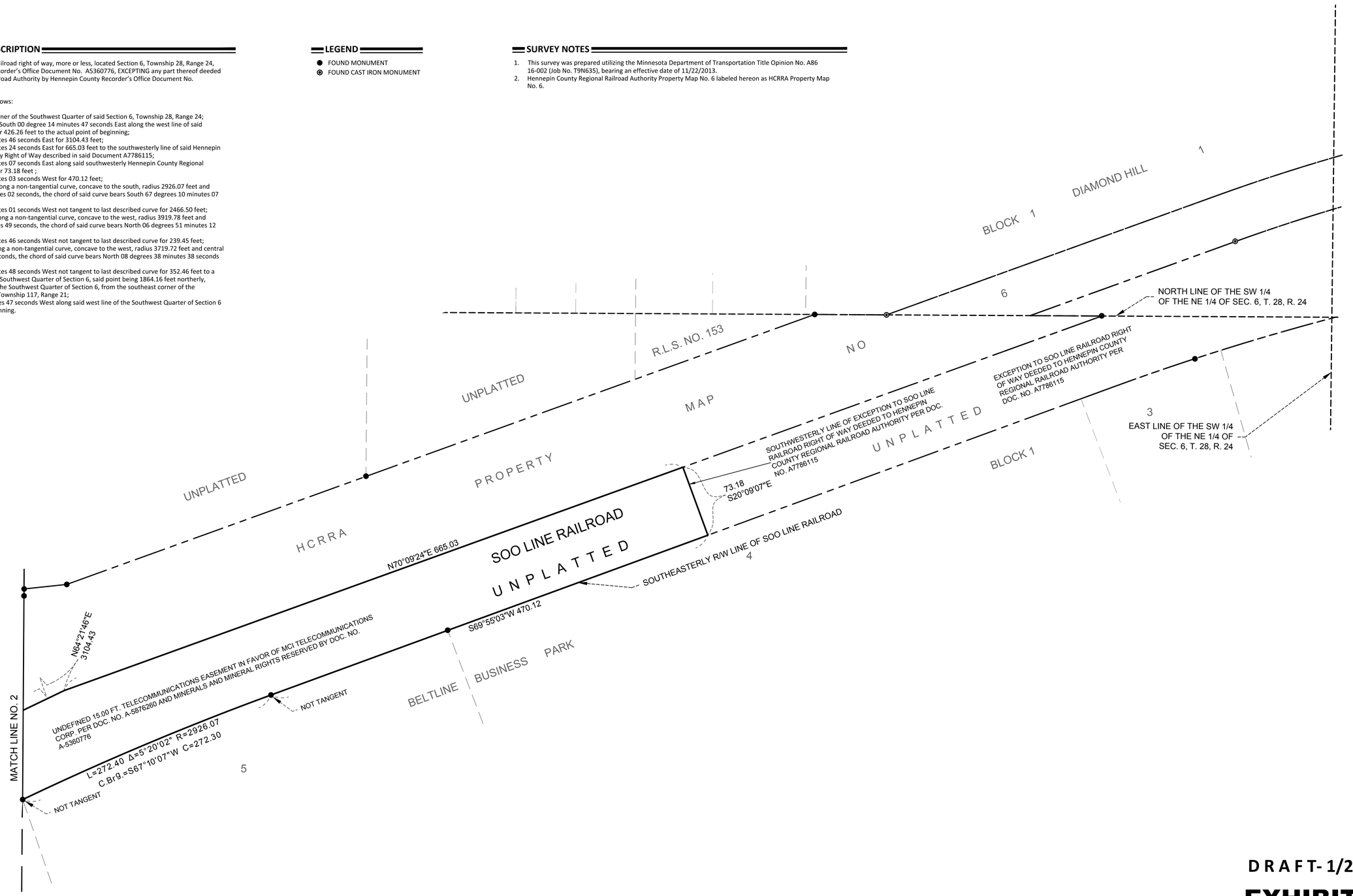
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
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thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

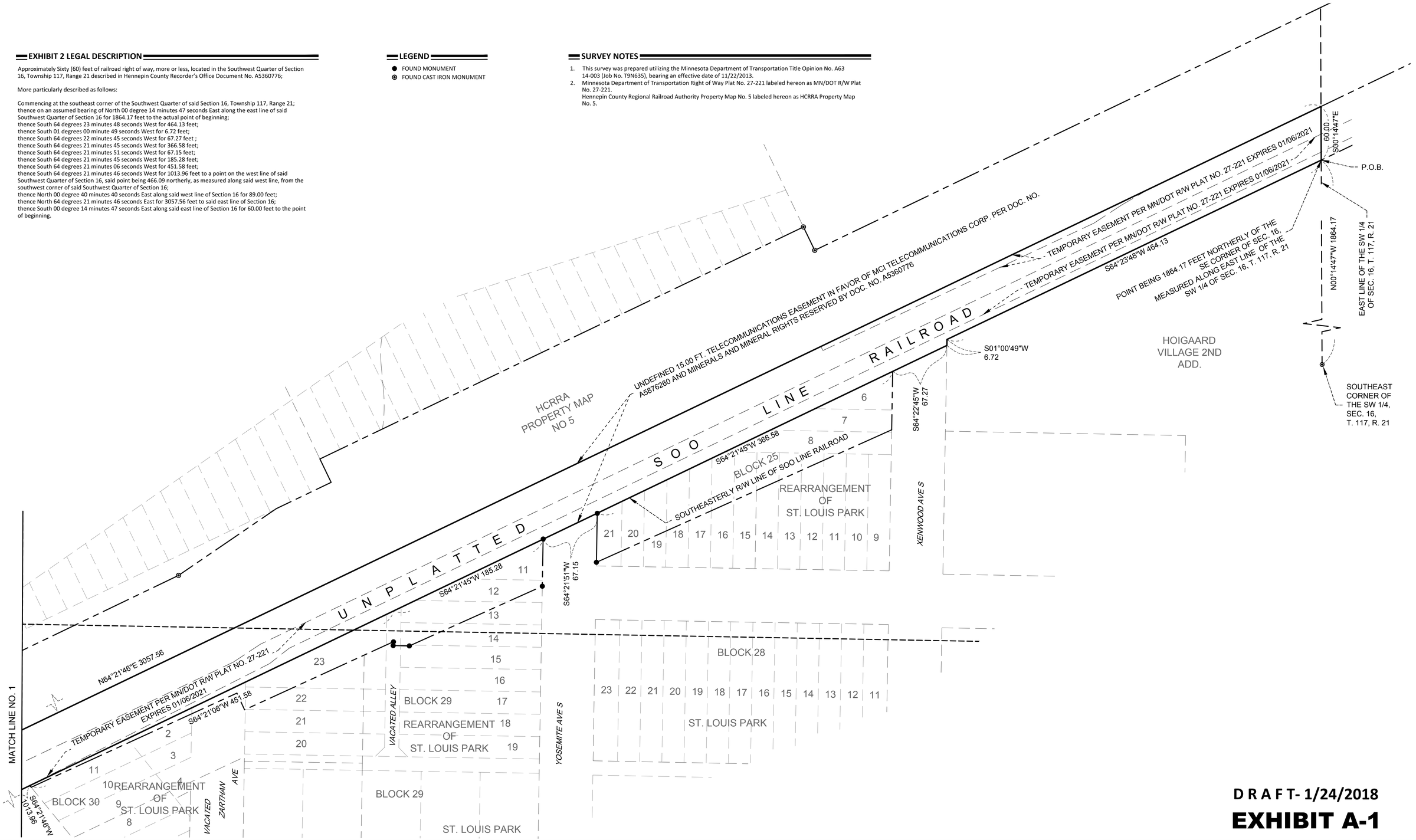
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Hennepin County Regional Railroad Authority Property Map No. 5 labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

SHEET 1 OF 2

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 03:35 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX2_16-117-21\16-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

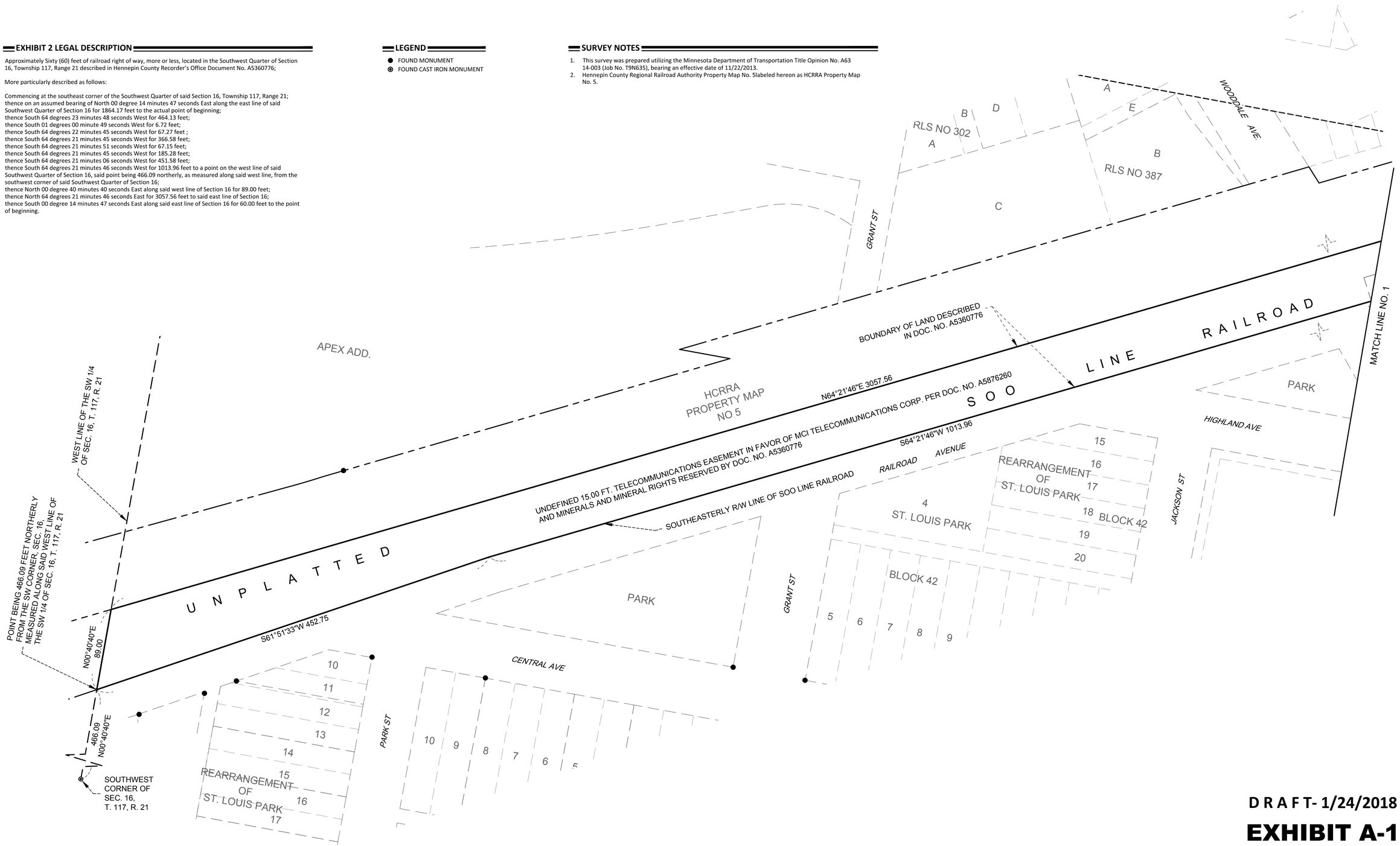
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21; thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 5labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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SHEET 2 OF 2

Jan. 24 2018 03:37 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX2_16-117-21\16-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

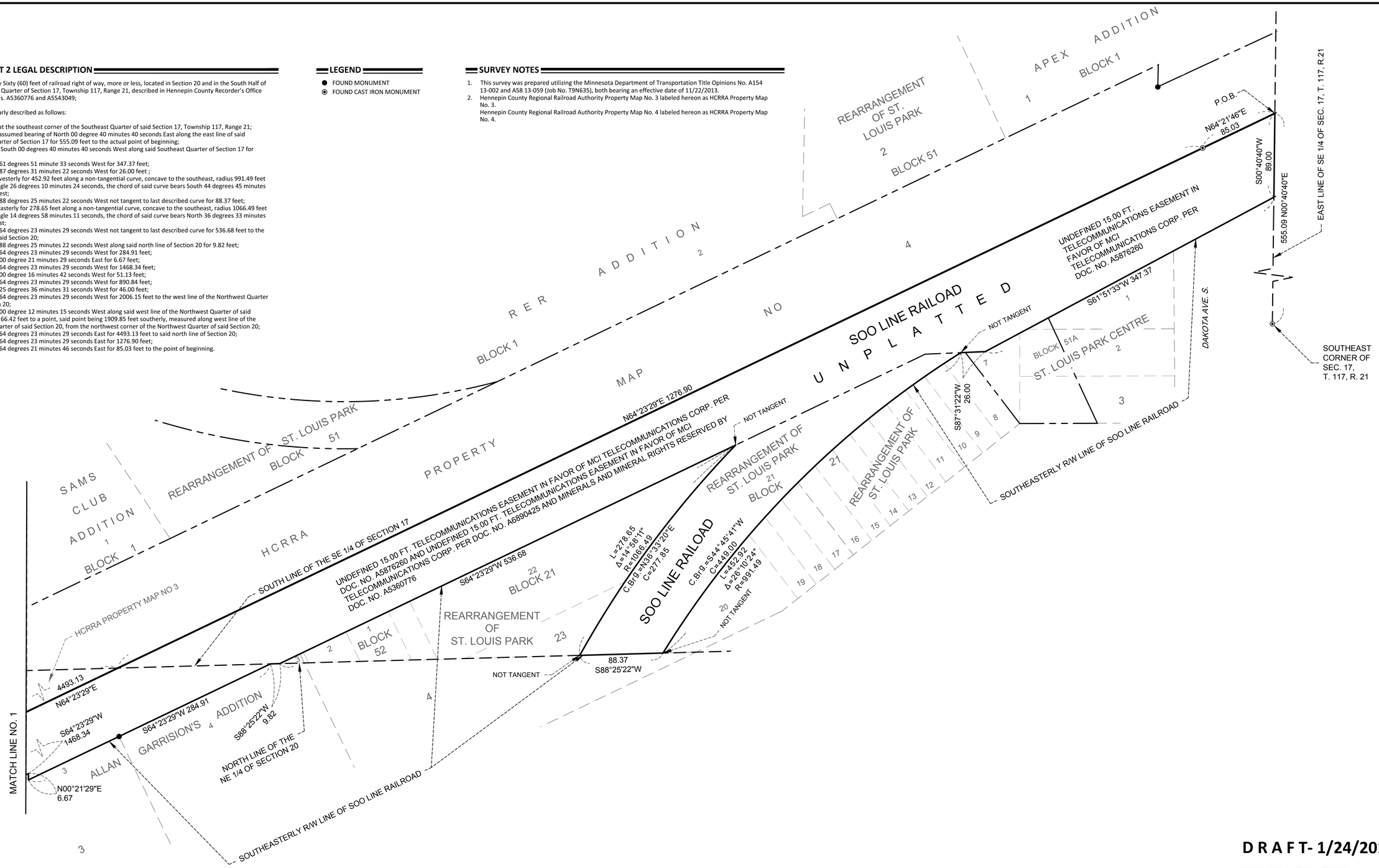
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21; thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.
   Hennepin County Regional Railroad Authority Property Map No. 4 labeled hereon as HCRRA Property Map No. 4.



D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 1 OF 4

Jan, 24 2018 03:48 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

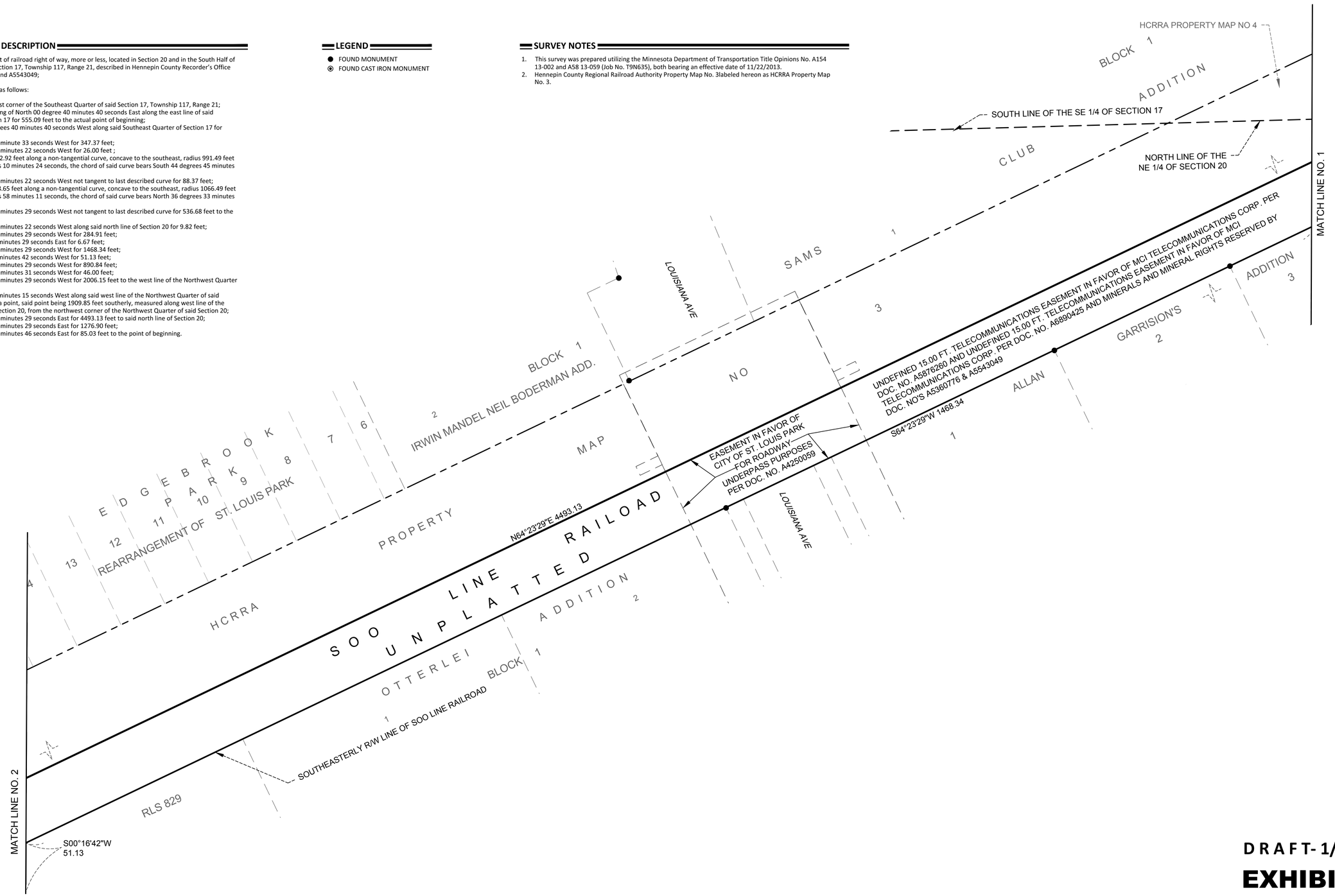
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3labeled hereon as HCRRA Property Map No. 3.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

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More particularly described as follows:

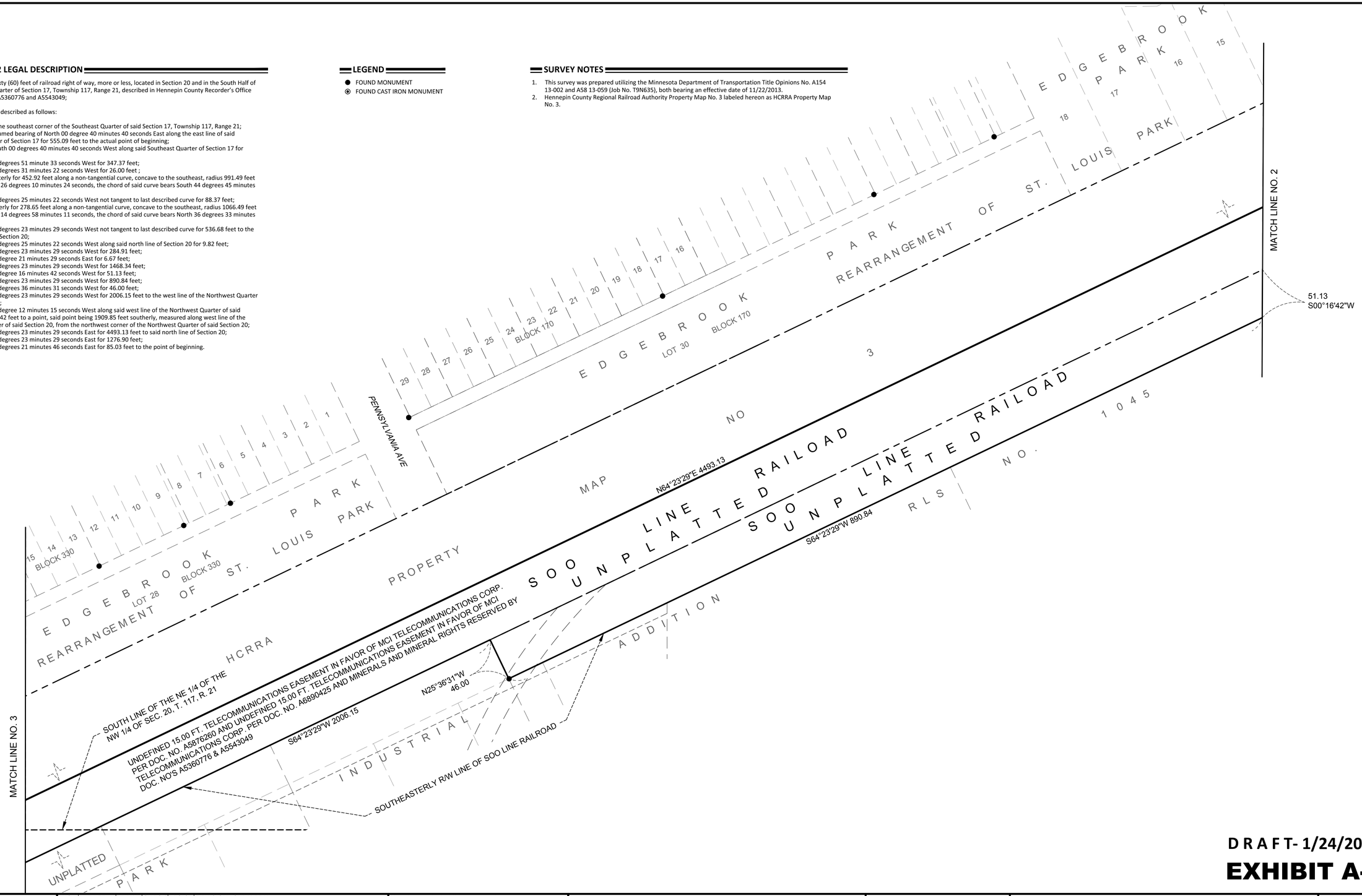
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

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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.

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DATE: LIC. NO.: 51678

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PARCEL EXHIBIT 3

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 4

Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

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More particularly described as follows:

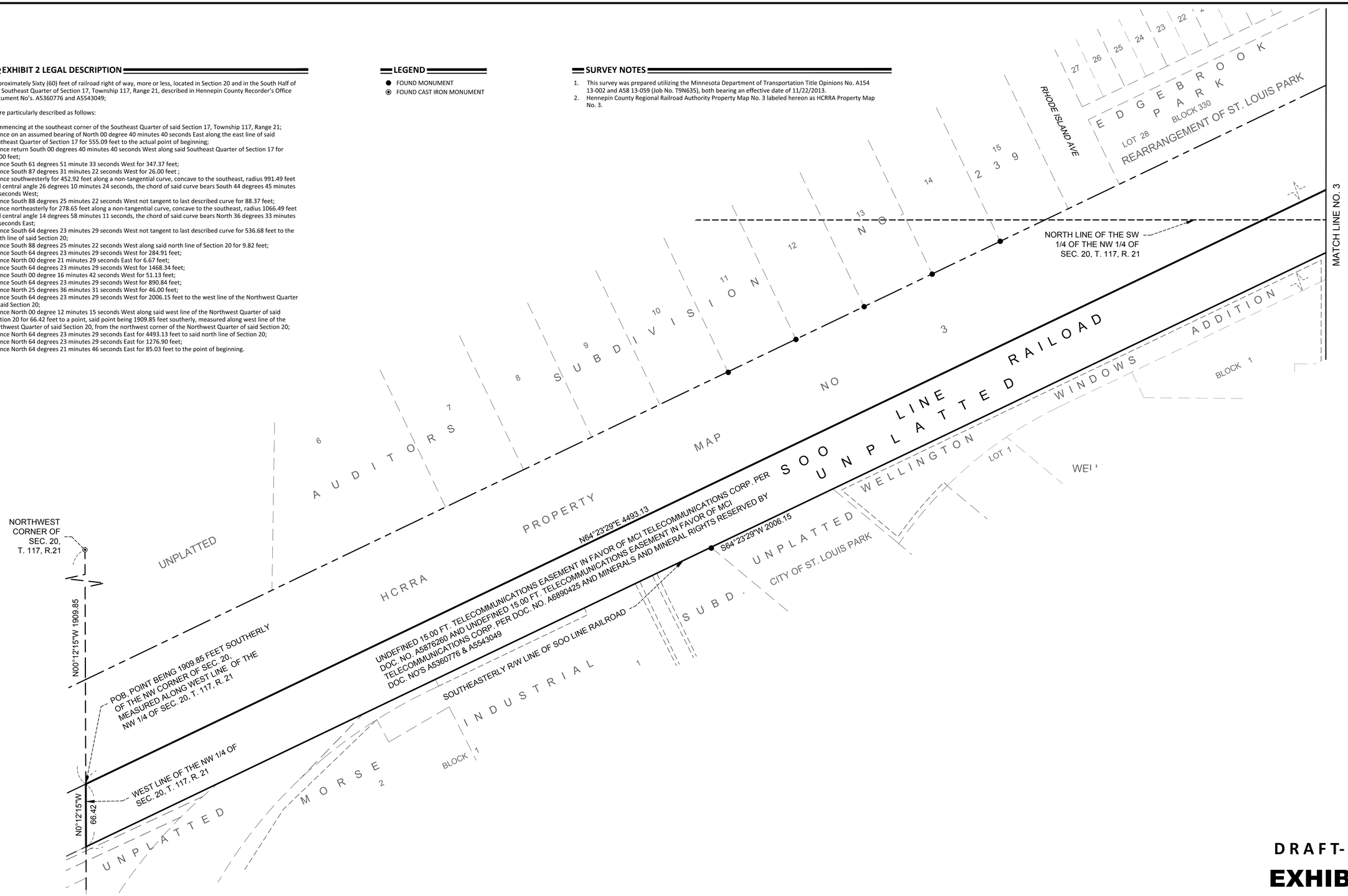
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

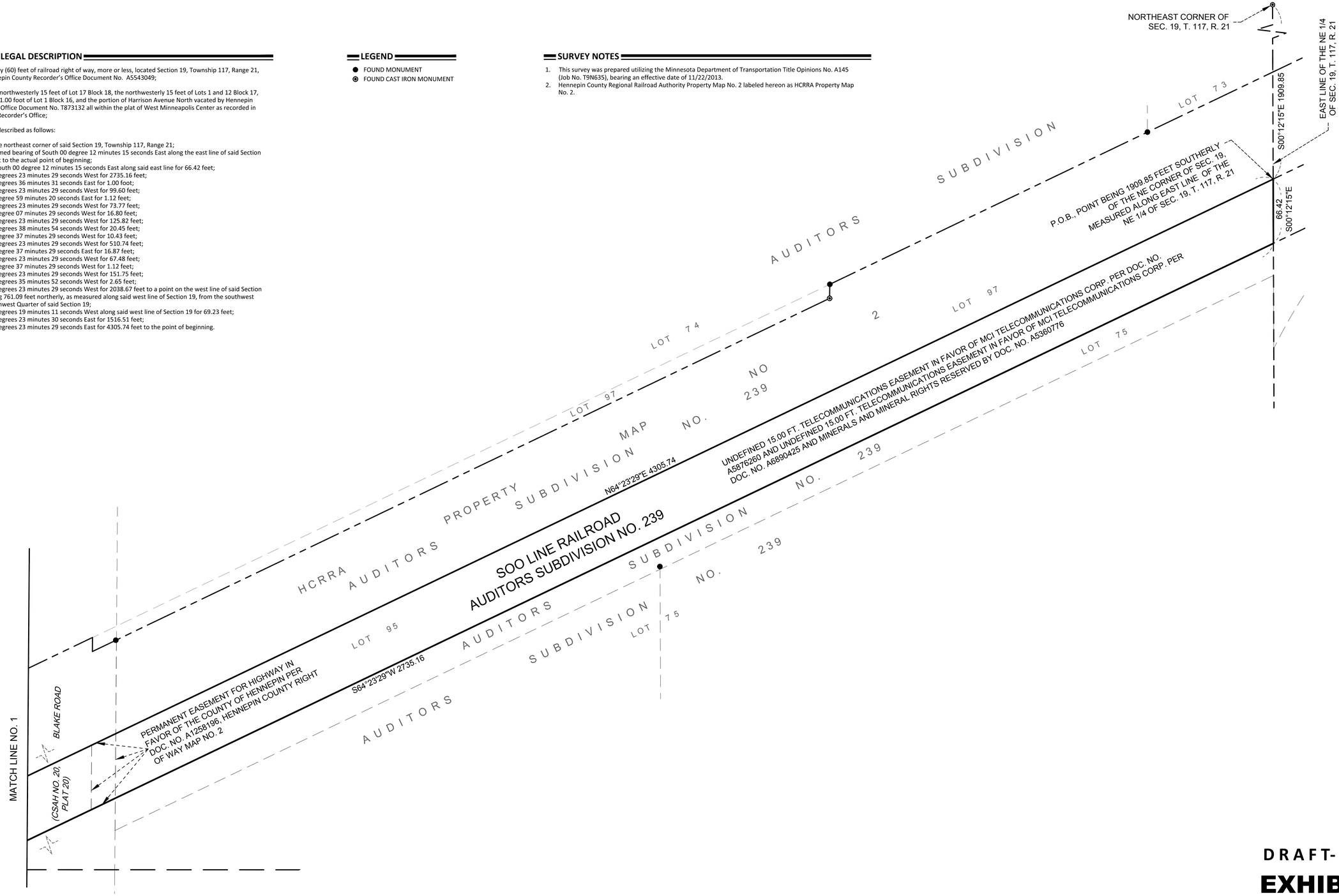
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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AECOM

Jan, 29 2018 09:48 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

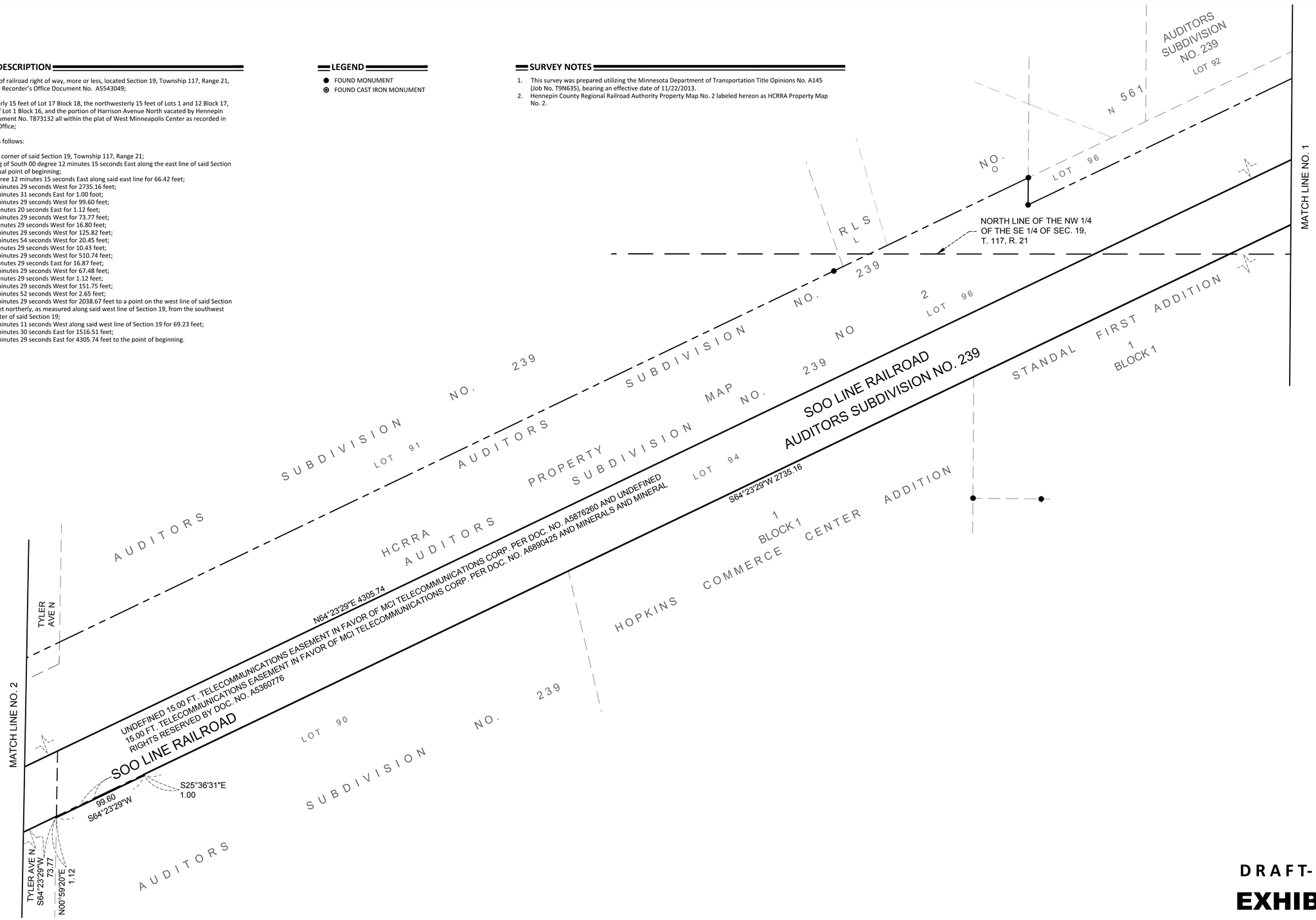
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 29 2018 09:55 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

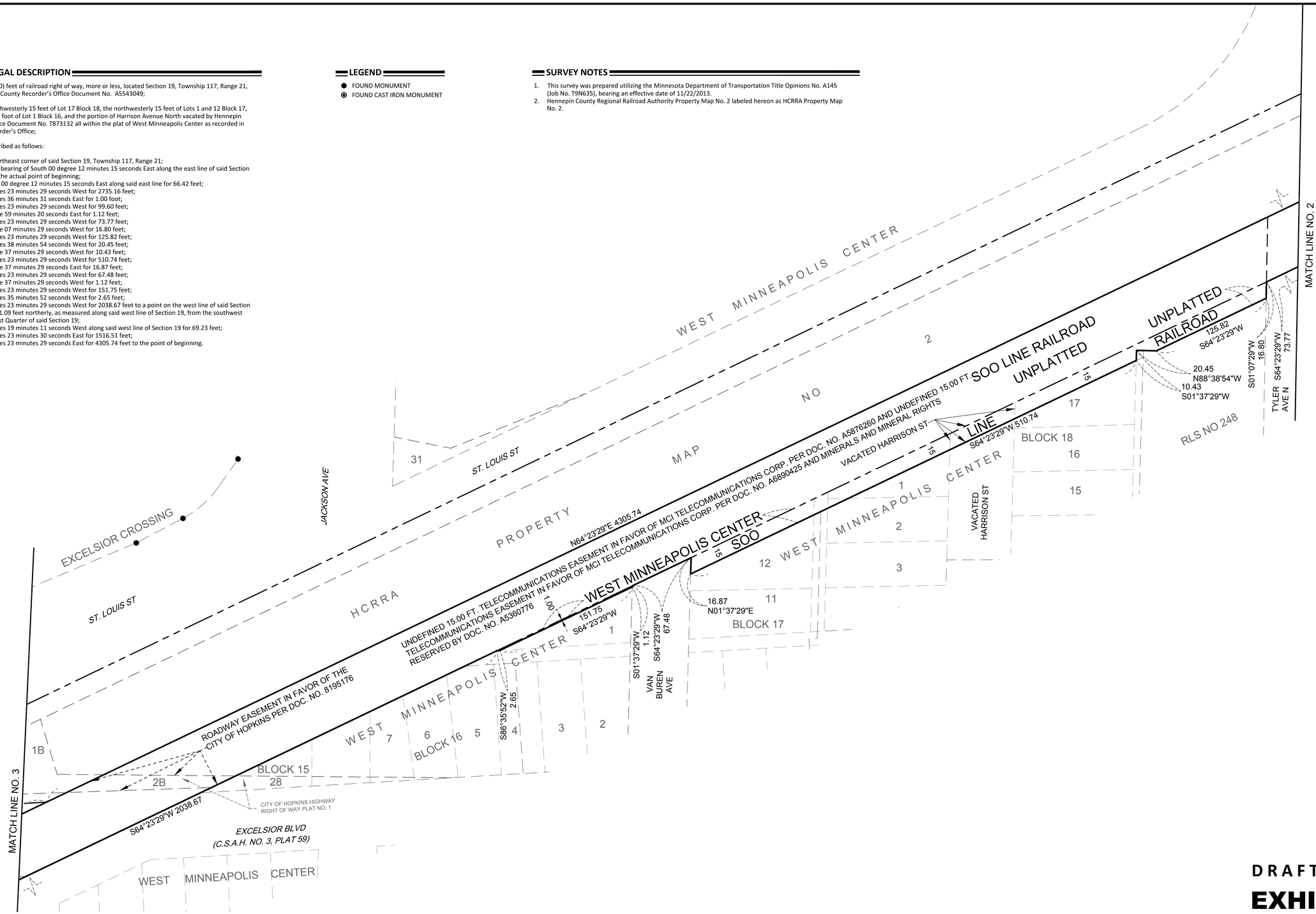
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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AECOM

SHEET 3 OF 4

Jan, 29 2018 09:56 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

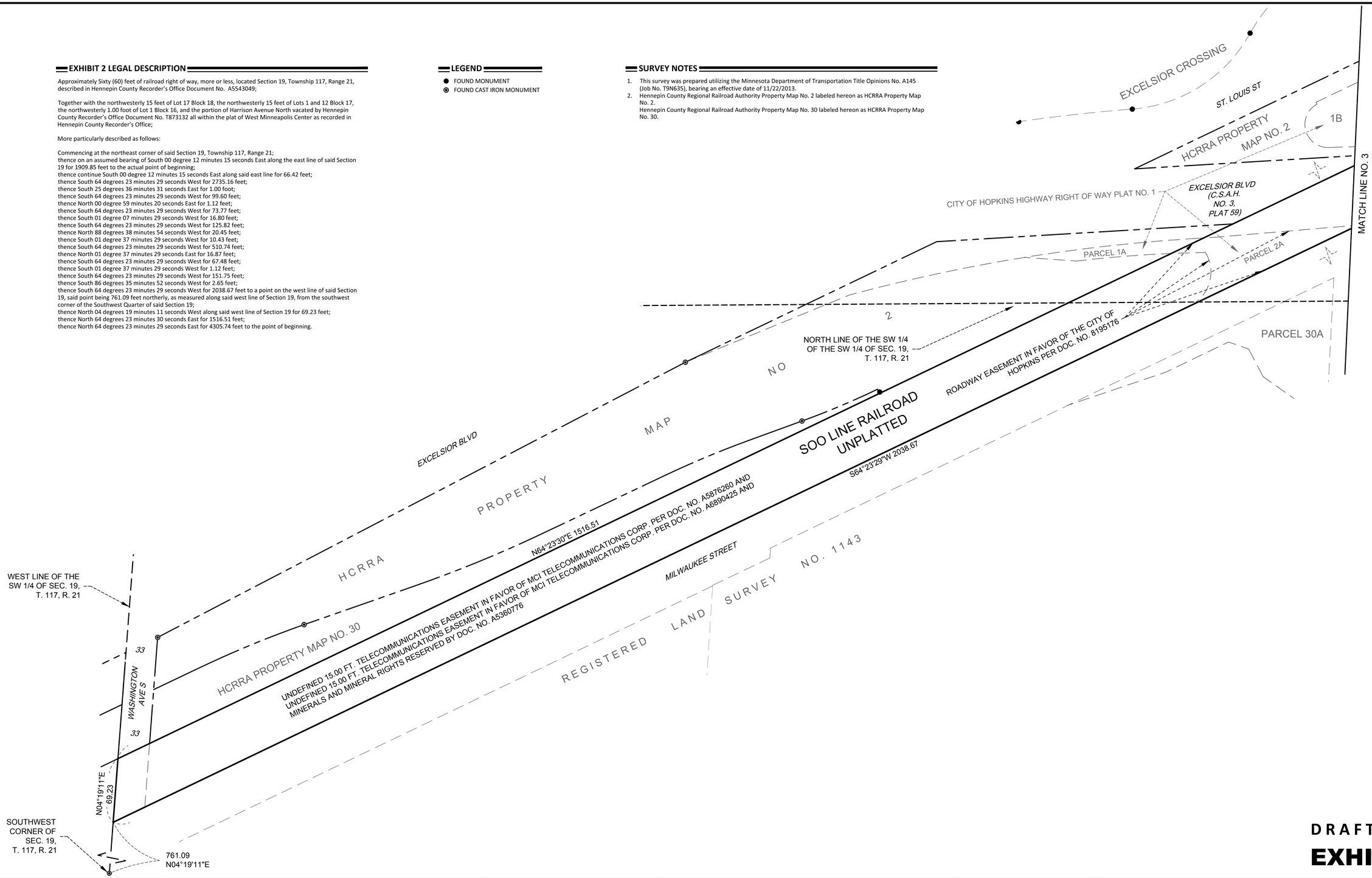
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.
   Hennepin County Regional Railroad Authority Property Map No. 30 labeled hereon as HCRRA Property Map No. 30.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 4 OF 4

Jan, 29 2018 10:09 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company right of way located in the South Half of the Southeast Quarter of Section 24, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

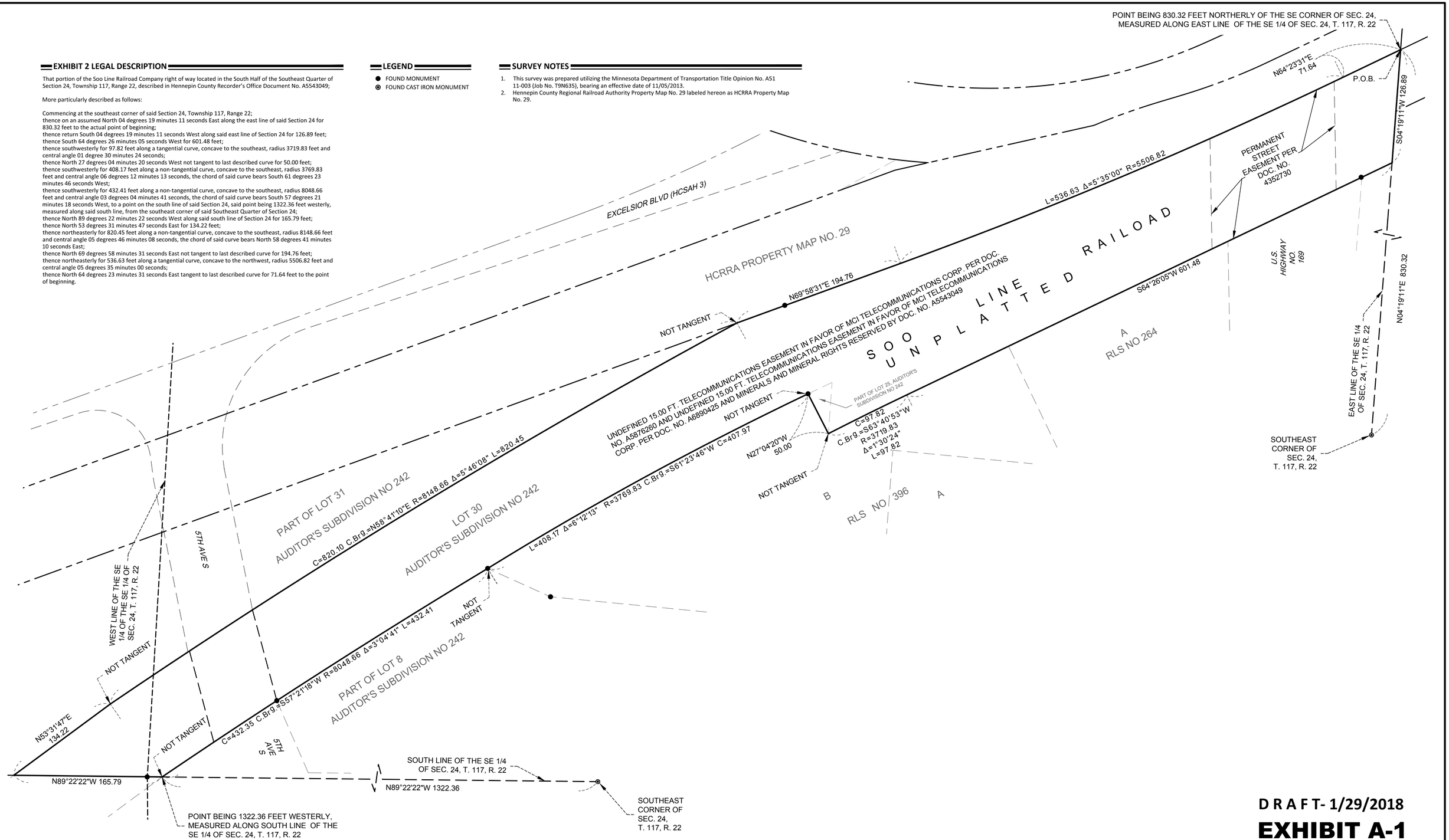
Commencing at the southeast corner of said Section 24, Township 117, Range 22;
thence on an assumed North 04 degrees 19 minutes 11 seconds East along the east line of said Section 24 for 830.32 feet to the actual point of beginning;
thence return South 04 degrees 19 minutes 11 seconds West along said east line of Section 24 for 126.89 feet;
thence South 64 degrees 26 minutes 05 seconds West for 601.48 feet;
thence southwesterly for 97.82 feet along a tangential curve, concave to the southeast, radius 3719.83 feet and central angle 01 degree 30 minutes 24 seconds;
thence North 27 degrees 04 minutes 20 seconds West not tangent to last described curve for 50.00 feet;
thence southwesterly for 408.17 feet along a non-tangential curve, concave to the southeast, radius 3769.83 feet and central angle 06 degrees 12 minutes 13 seconds, the chord of said curve bears South 61 degrees 23 minutes 46 seconds West;
thence southwesterly for 432.41 feet along a non-tangential curve, concave to the southeast, radius 8048.66 feet and central angle 03 degrees 04 minutes 41 seconds, the chord of said curve bears South 57 degrees 21 minutes 18 seconds West, to a point on the south line of said Section 24, said point being 1322.36 feet westerly, measured along said south line, from the southeast corner of said Southeast Quarter of Section 24;
thence North 89 degrees 22 minutes 22 seconds West along said south line of Section 24 for 165.79 feet;
thence North 53 degrees 31 minutes 47 seconds East for 134.22 feet;
thence northeasterly for 820.45 feet along a non-tangential curve, concave to the southeast, radius 8148.66 feet and central angle 05 degrees 46 minutes 08 seconds, the chord of said curve bears North 58 degrees 41 minutes 10 seconds East;
thence North 69 degrees 58 minutes 31 seconds East not tangent to last described curve for 194.76 feet;
thence northeasterly for 536.63 feet along a tangential curve, concave to the northwest, radius 5506.82 feet and central angle 05 degrees 35 minutes 00 seconds;
thence North 64 degrees 23 minutes 31 seconds East tangent to last described curve for 71.64 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A51 11-003 (Job No. T9N635), bearing an effective date of 11/05/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 29 labeled hereon as HCRRA Property Map No. 29.



DRAFT- 1/29/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 5

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

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SHEET 1 OF 1

Jan, 29 2018 10:16 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX5_24-117-22\24-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

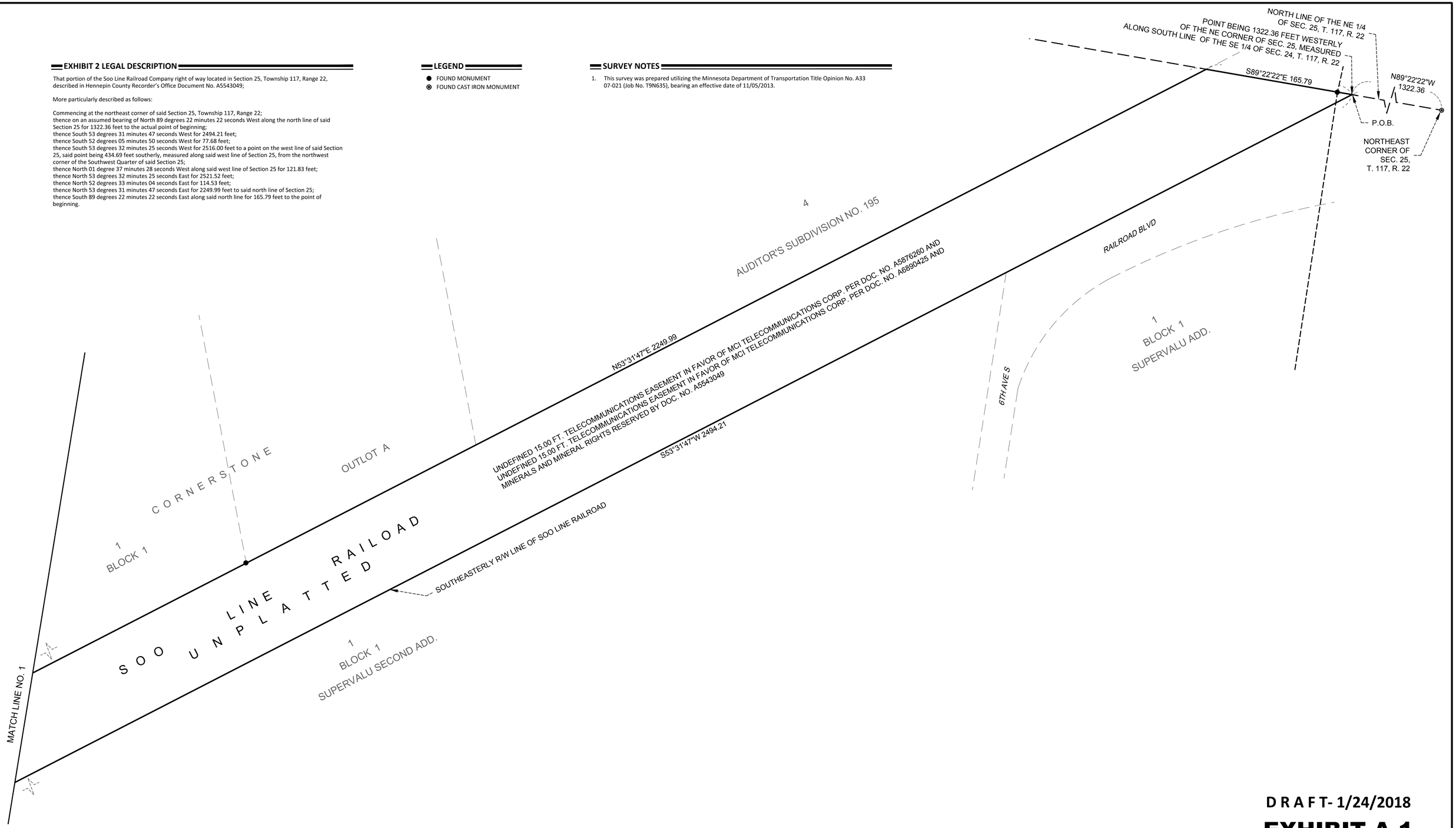
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22_EX6_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

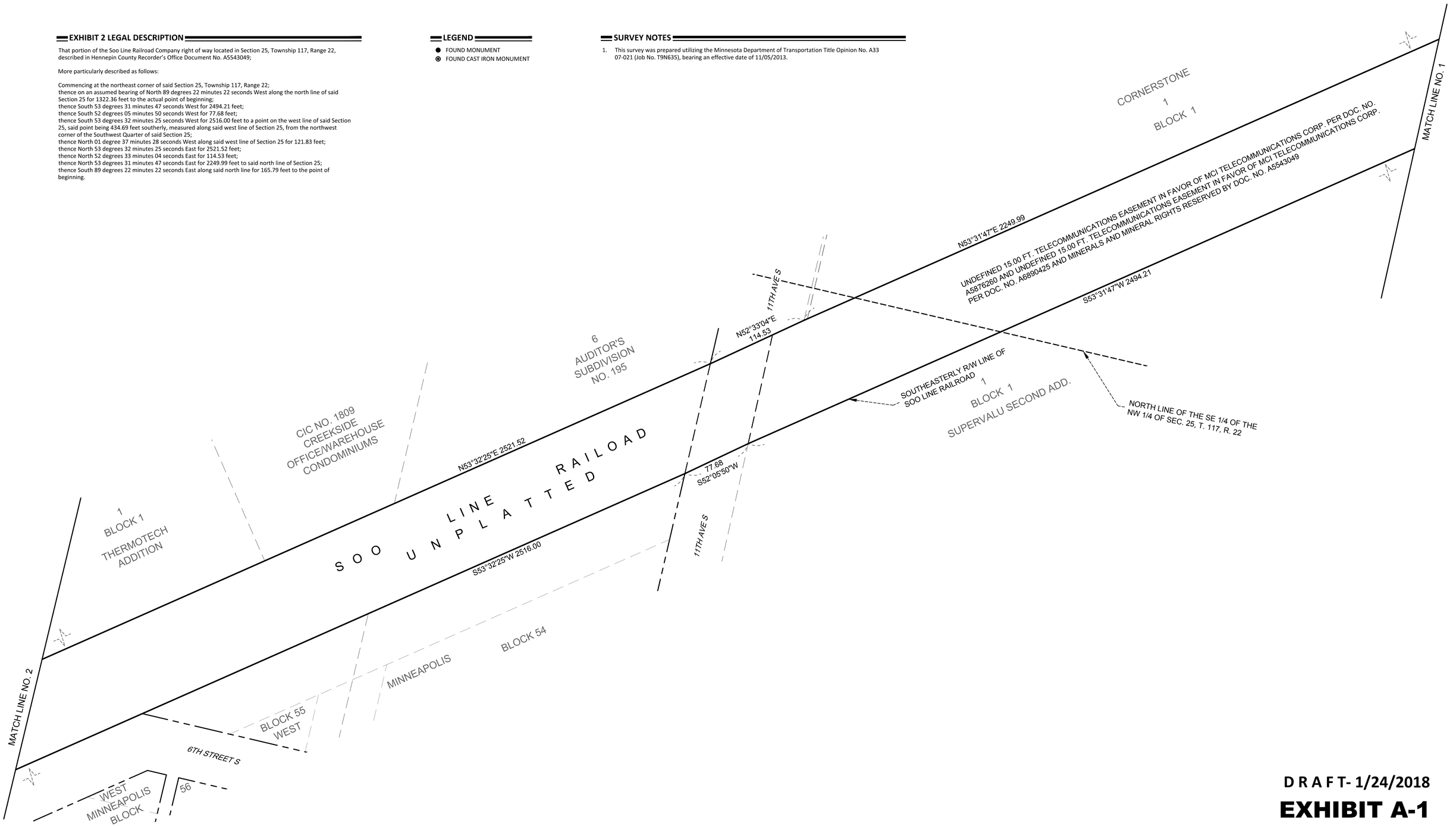
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

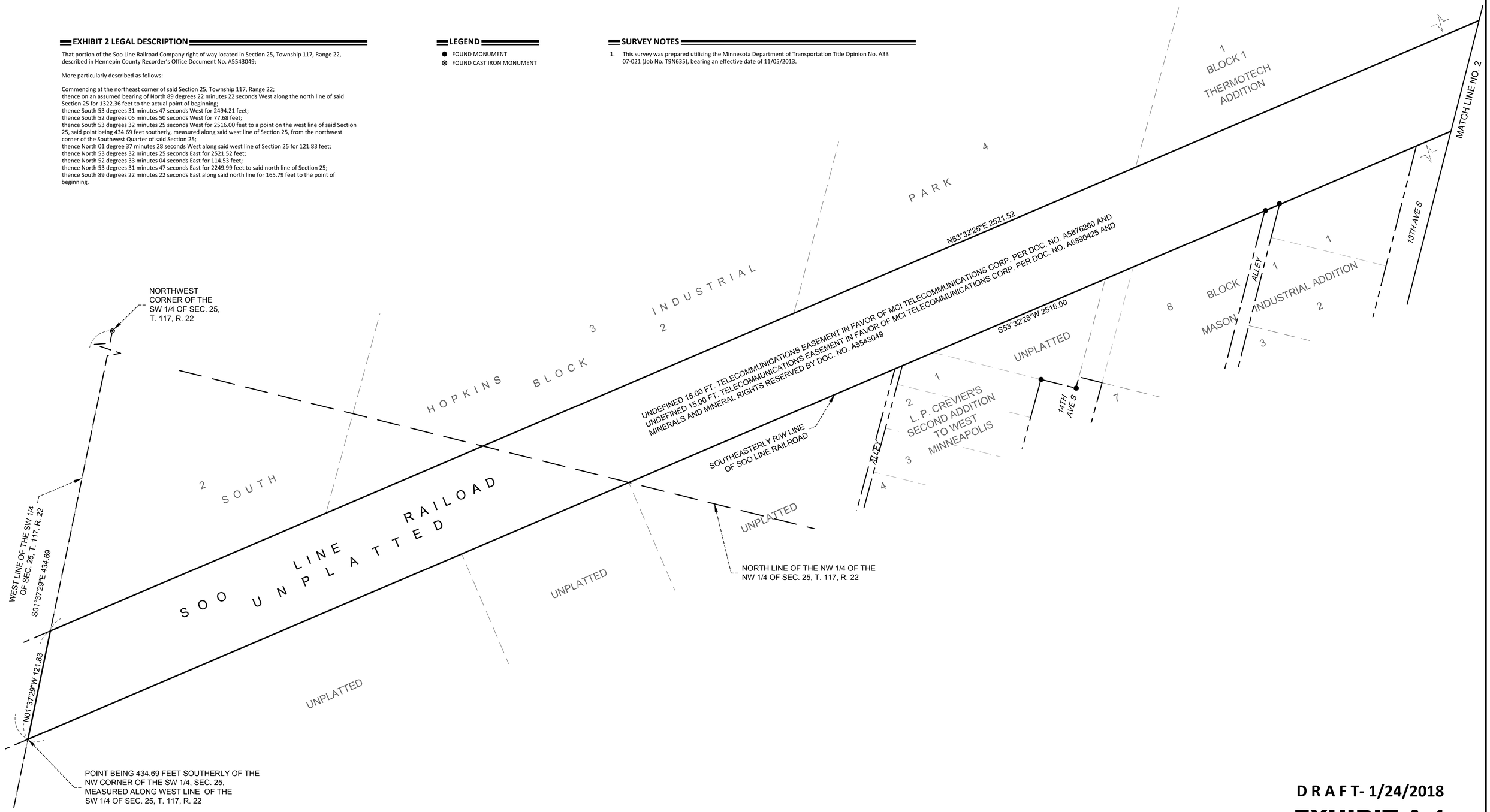
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan. 24 2018 07:32 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

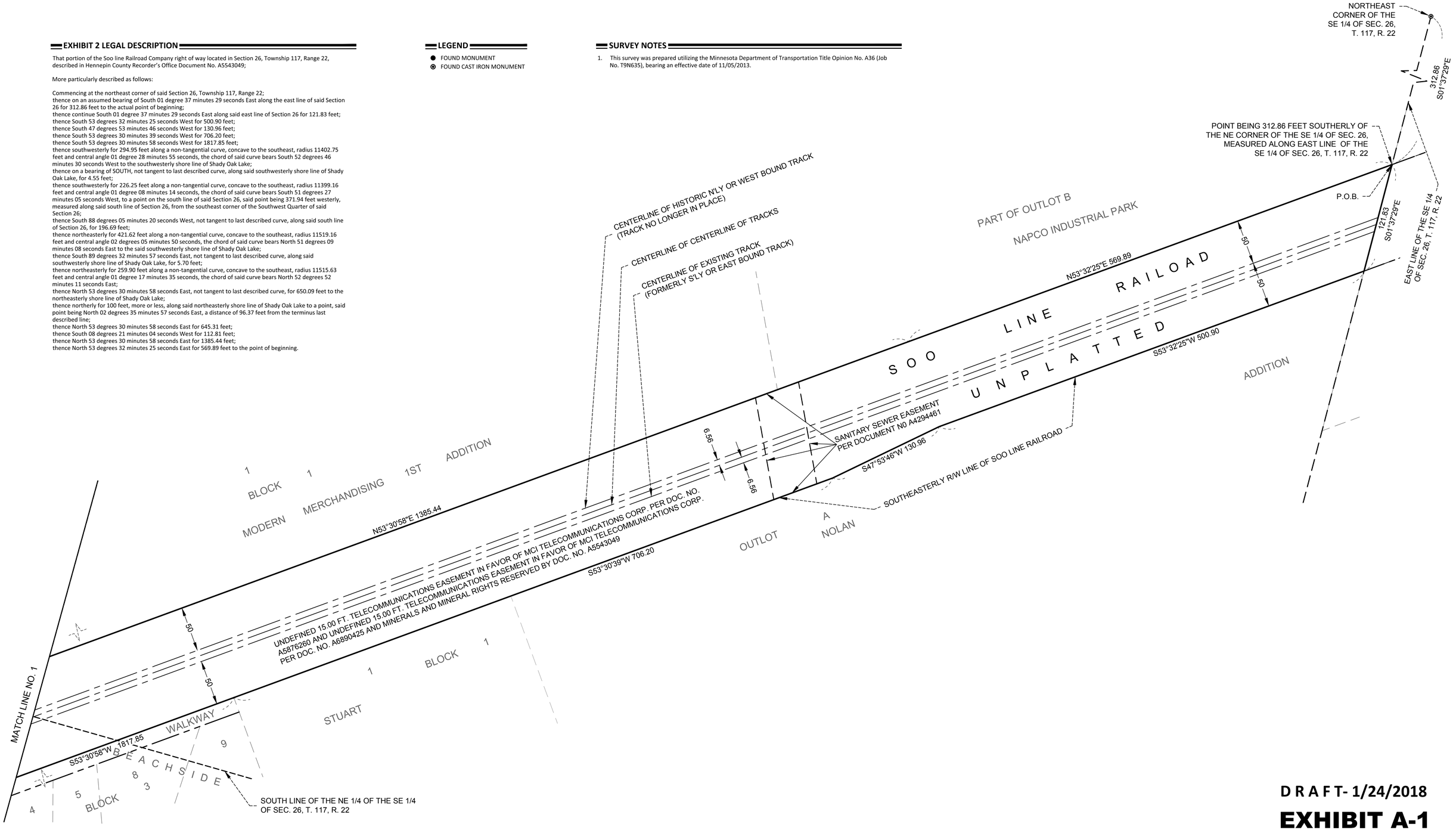
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SHEET 1 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22_EX7-EXHBT.dwg By: deimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

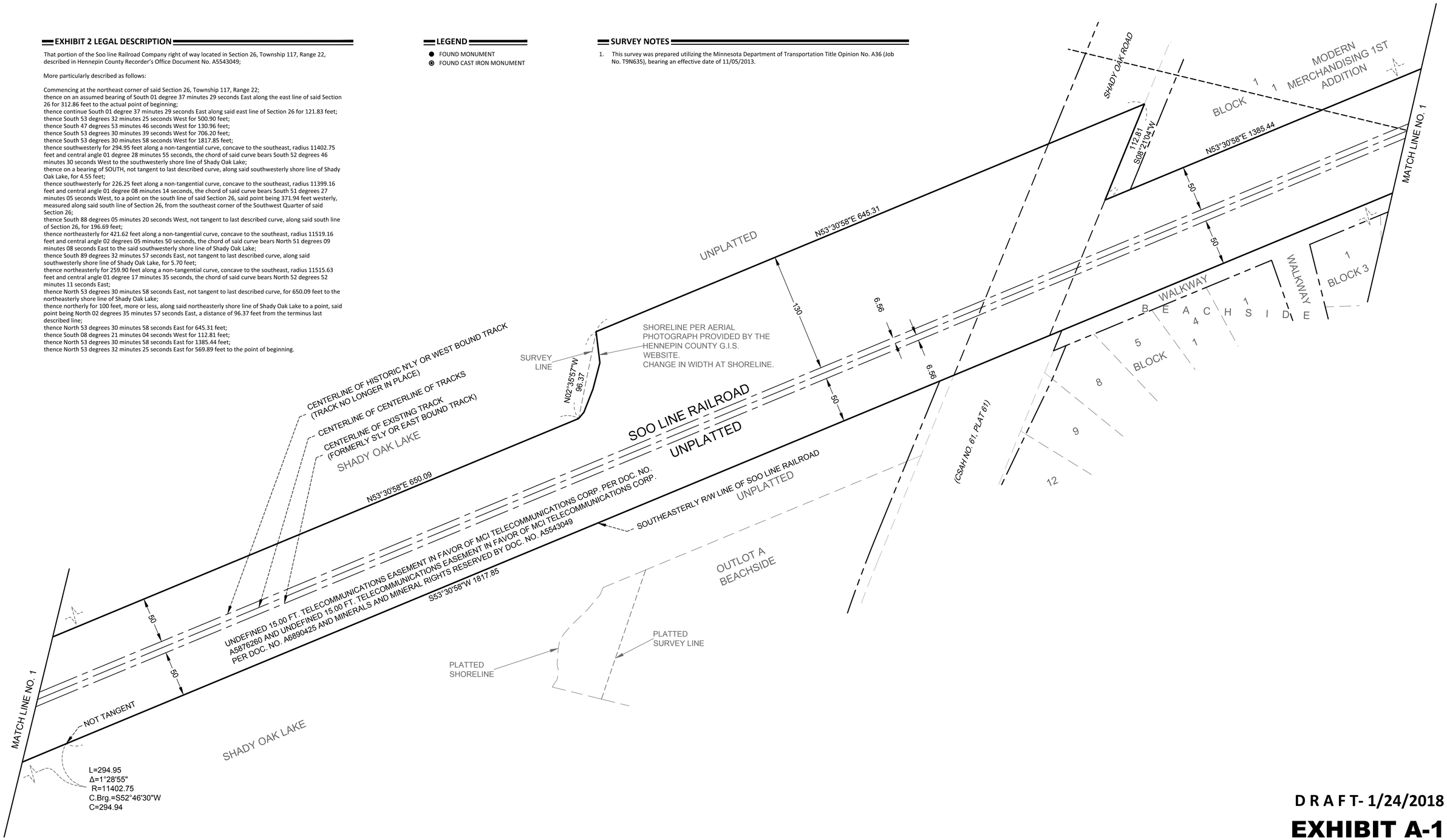
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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SHEET 2 OF 3

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHB

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

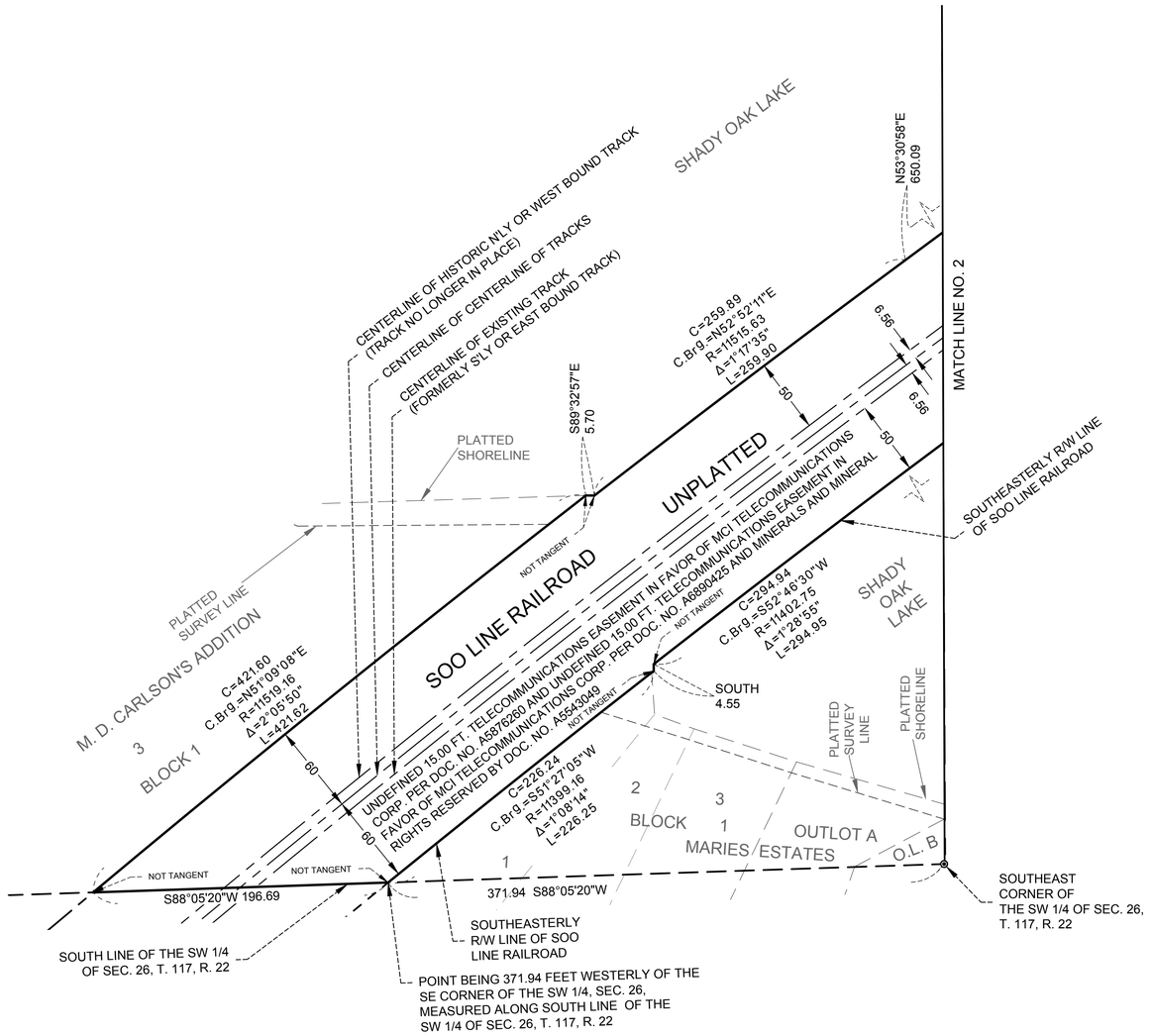
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 3

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

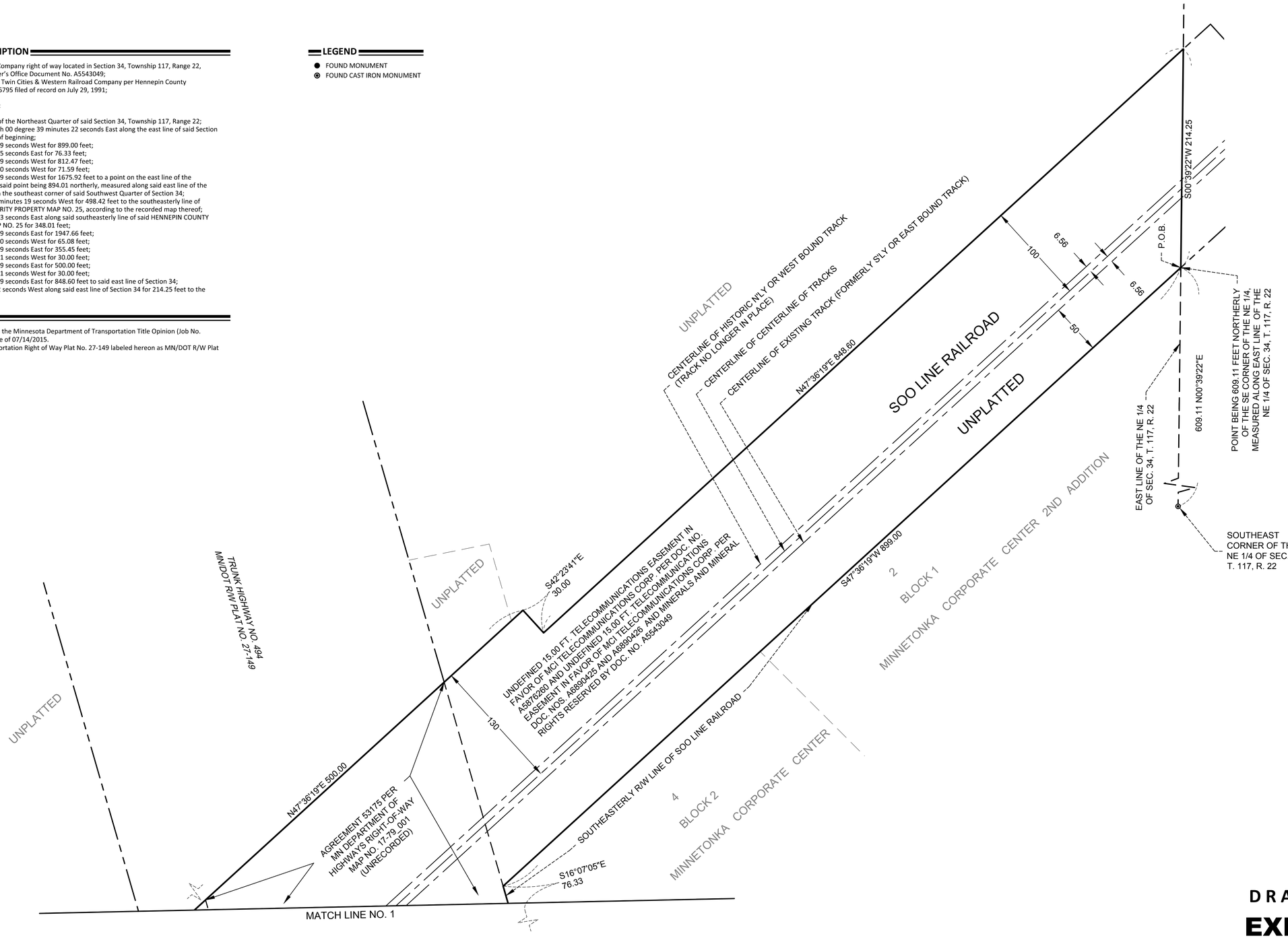
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
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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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\Ex9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

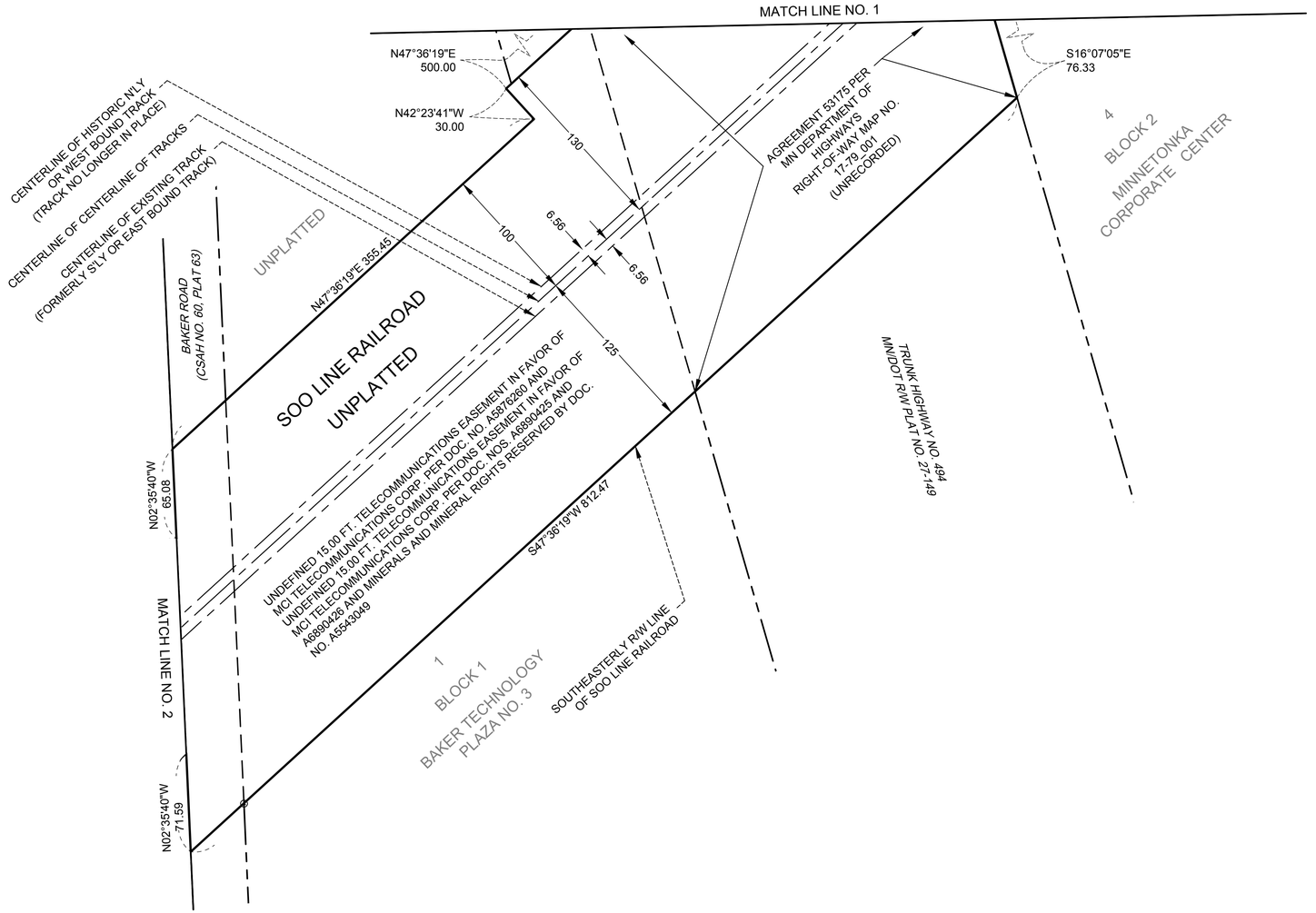
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

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DRAFT- 1/24/2018

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
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SHEET 2 OF 4

Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
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More particularly described as follows:

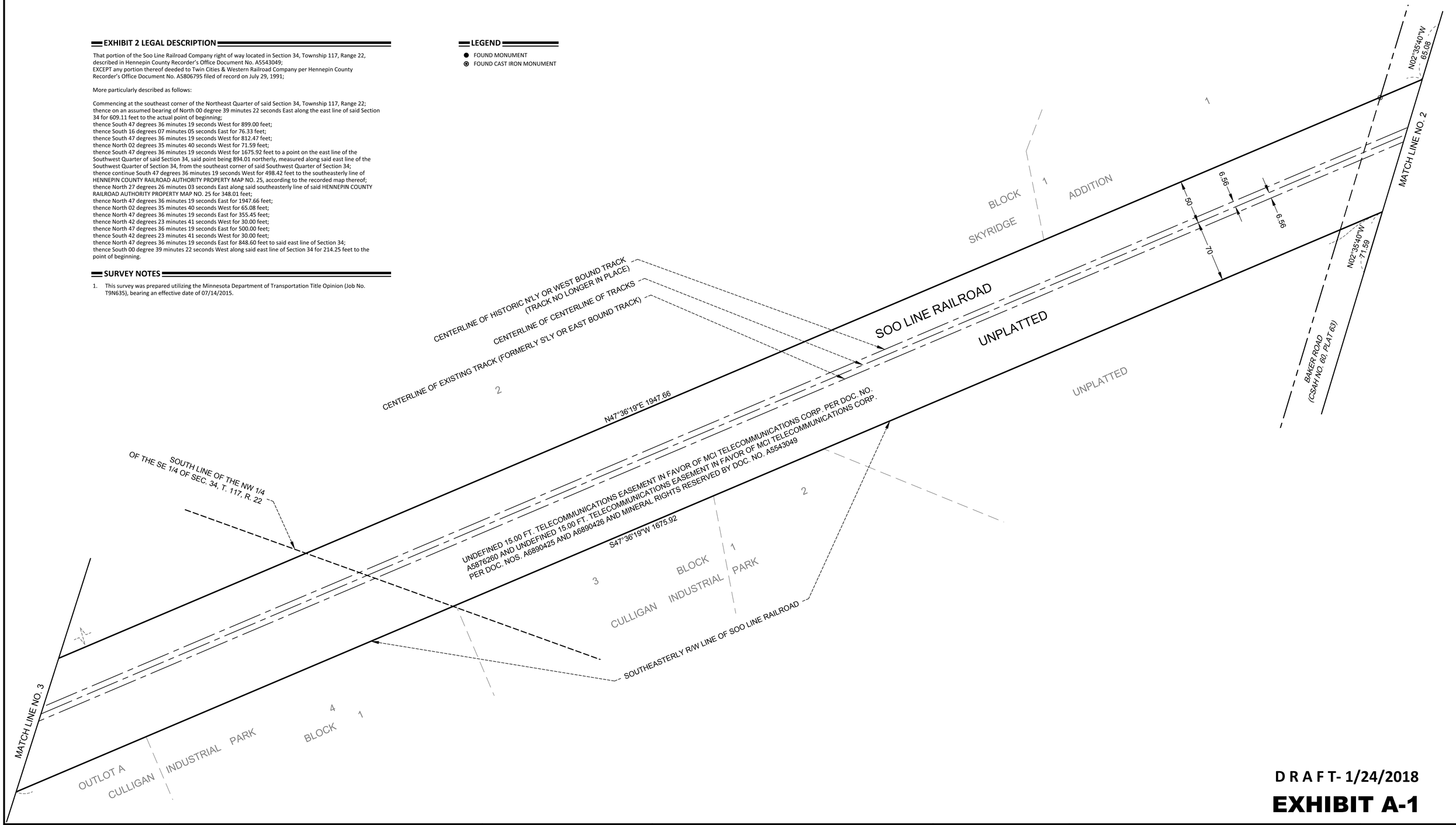
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

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DATE: LIC. NO.: 51678

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PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 3 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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AECOM

Jan, 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

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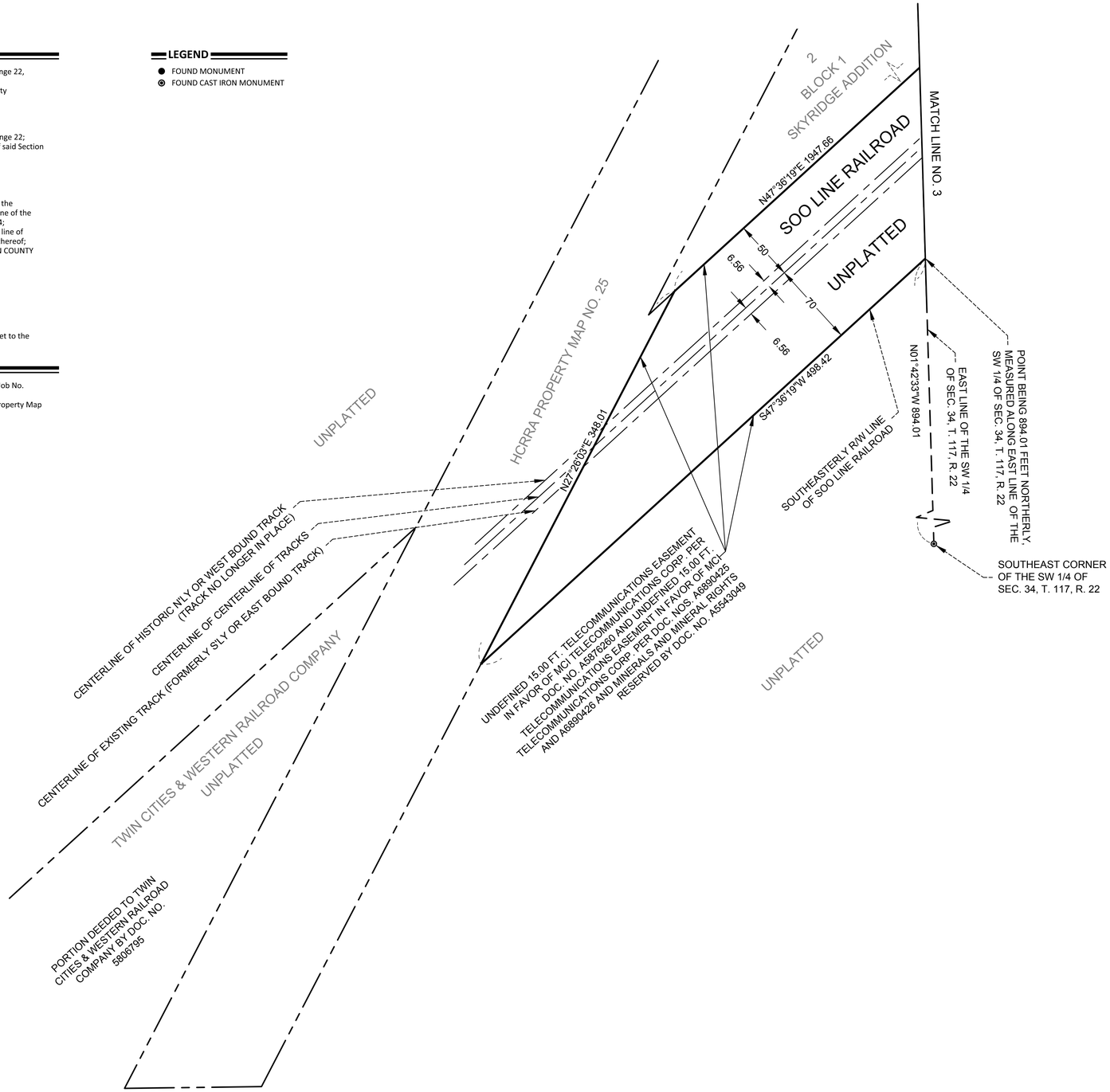
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
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thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Hennepin County Regional Railroad Authority Property Map No. 25 labeled hereon as HCRRA Property Map No. 25.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

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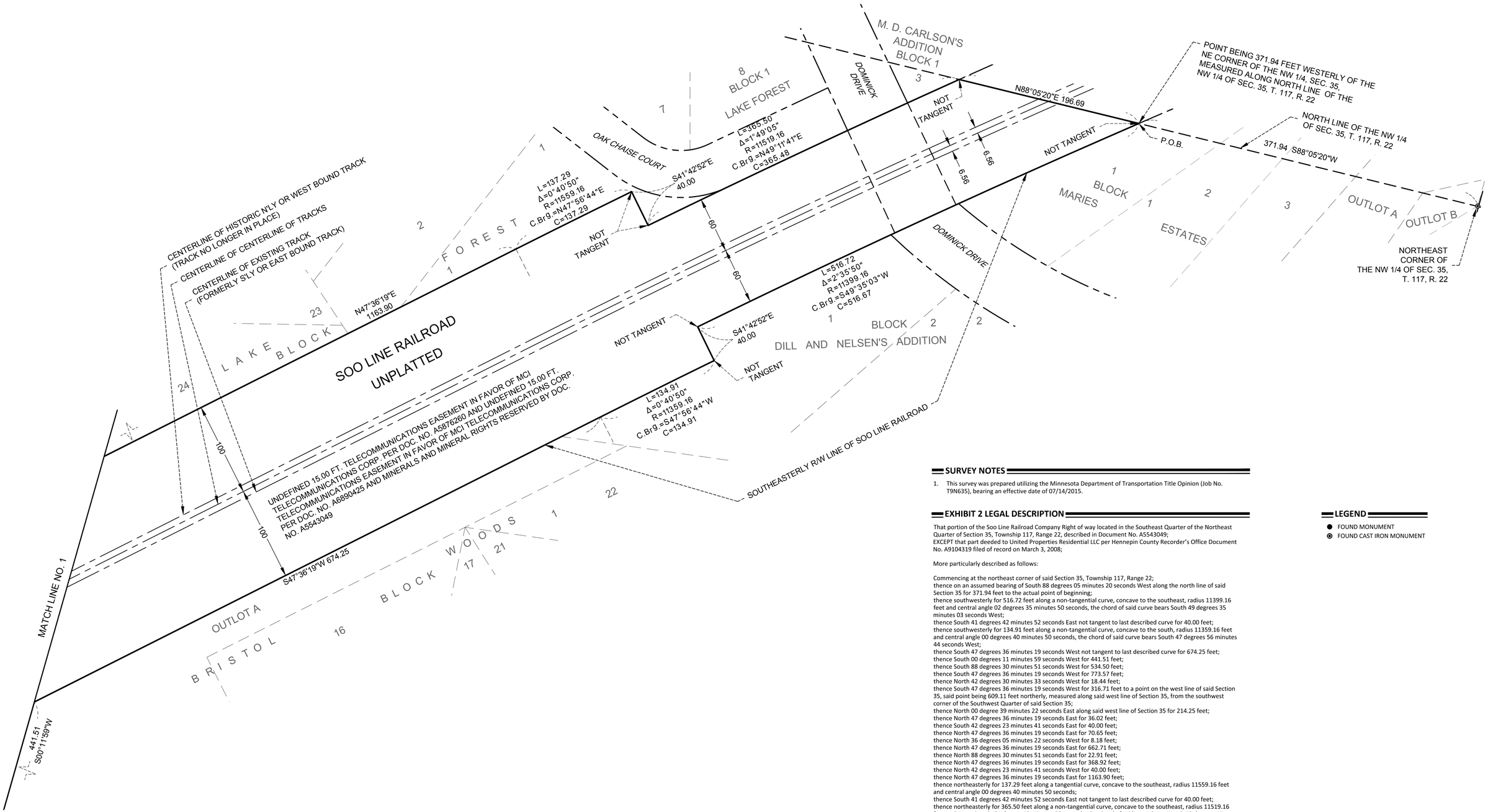
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
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Jan. 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: diembach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

Commencing at the northeast corner of said Section 35, Township 117, Range 22;
thence on an assumed bearing of South 88 degrees 05 minutes 20 seconds West along the north line of said Section 35 for 371.94 feet to the actual point of beginning;
thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence southwesterly for 134.91 feet along a non-tangential curve, concave to the south, radius 11359.16 feet and central angle 00 degrees 40 minutes 50 seconds, the chord of said curve bears South 47 degrees 56 minutes 44 seconds West;
thence South 47 degrees 36 minutes 19 seconds West not tangent to last described curve for 674.25 feet;
thence South 00 degrees 11 minutes 59 seconds West for 441.51 feet;
thence South 88 degrees 30 minutes 51 seconds West for 534.50 feet;
thence South 47 degrees 36 minutes 19 seconds West for 773.57 feet;
thence North 42 degrees 30 minutes 33 seconds West for 18.44 feet;
thence South 47 degrees 36 minutes 19 seconds West for 316.71 feet to a point on the west line of said Section 35, said point being 609.11 feet northerly, measured along said west line of Section 35, from the southwest corner of the Southwest Quarter of said Section 35;
thence North 00 degree 39 minutes 22 seconds East along said west line of Section 35 for 214.25 feet;
thence North 47 degrees 36 minutes 19 seconds East for 36.02 feet;
thence South 42 degrees 23 minutes 41 seconds East for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 70.65 feet;
thence North 36 degrees 05 minutes 22 seconds West for 8.18 feet;
thence North 47 degrees 36 minutes 19 seconds East for 662.71 feet;
thence North 88 degrees 30 minutes 51 seconds East for 22.91 feet;
thence North 47 degrees 36 minutes 19 seconds East for 368.92 feet;
thence North 42 degrees 23 minutes 41 seconds West for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1163.90 feet;
thence northeasterly for 137.29 feet along a tangential curve, concave to the southeast, radius 11559.16 feet and central angle 00 degrees 40 minutes 50 seconds;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence northeasterly for 365.50 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 01 degree 49 minutes 05 seconds, the chord of said curve bears North 49 degrees 11 minutes 41 seconds East, to said north line of Section 35;
thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

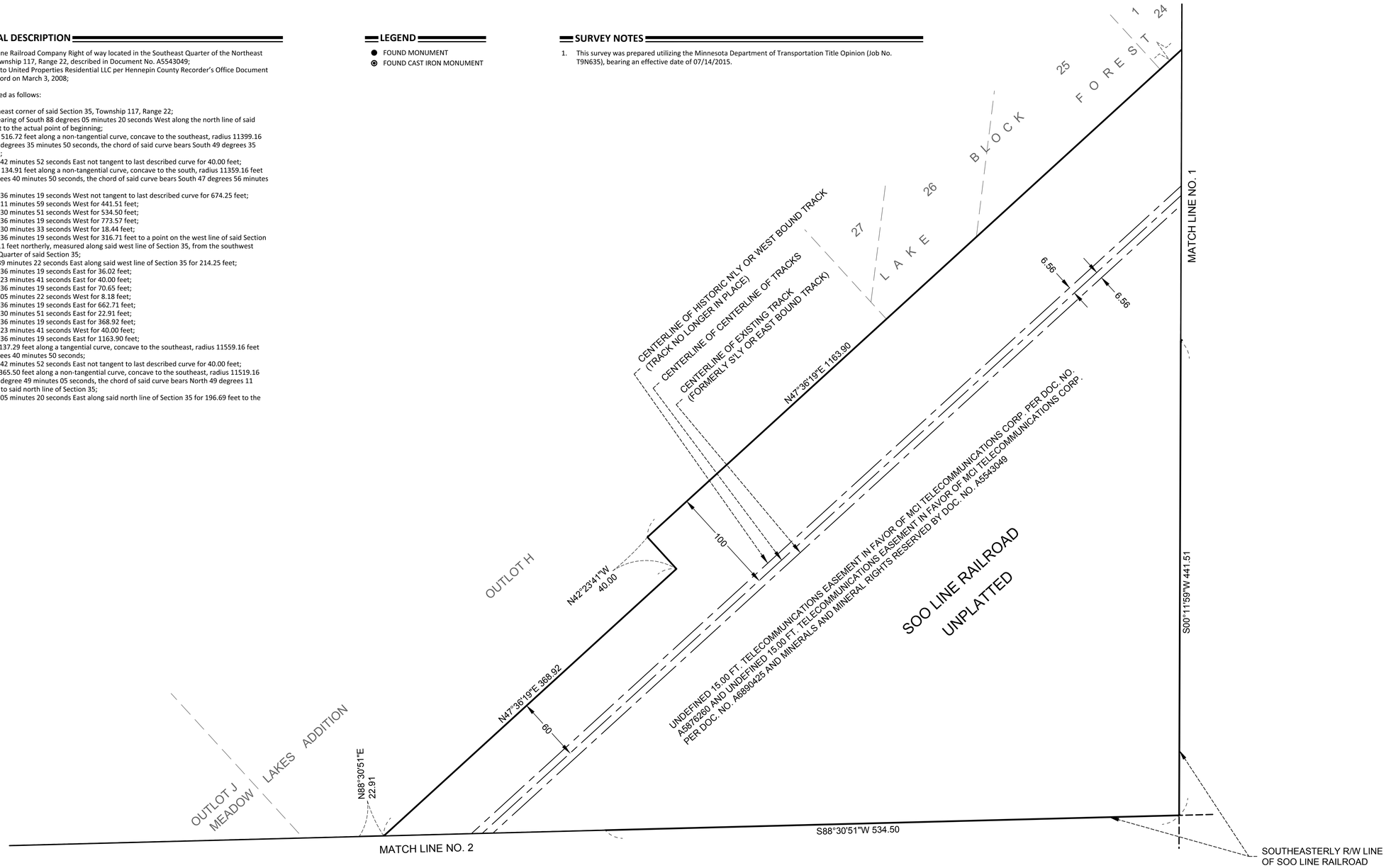
Commencing at the northeast corner of said Section 35, Township 117, Range 22;
thence on an assumed bearing of South 88 degrees 05 minutes 20 seconds West along the north line of said Section 35 for 371.94 feet to the actual point of beginning;
thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence southwesterly for 134.91 feet along a non-tangential curve, concave to the south, radius 11359.16 feet and central angle 00 degrees 40 minutes 50 seconds, the chord of said curve bears South 47 degrees 56 minutes 44 seconds West;
thence South 47 degrees 36 minutes 19 seconds West not tangent to last described curve for 674.25 feet;
thence South 00 degrees 11 minutes 59 seconds West for 441.51 feet;
thence South 88 degrees 30 minutes 51 seconds West for 534.50 feet;
thence South 47 degrees 36 minutes 19 seconds West for 773.57 feet;
thence North 42 degrees 30 minutes 33 seconds West for 18.44 feet;
thence South 47 degrees 36 minutes 19 seconds West for 316.71 feet to a point on the west line of said Section 35, said point being 609.11 feet northerly, measured along said west line of Section 35, from the southwest corner of the Southwest Quarter of said Section 35;
thence North 00 degree 39 minutes 22 seconds East along said west line of Section 35 for 214.25 feet;
thence North 47 degrees 36 minutes 19 seconds East for 36.02 feet;
thence South 42 degrees 23 minutes 41 seconds East for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 70.65 feet;
thence North 36 degrees 05 minutes 22 seconds West for 8.18 feet;
thence North 47 degrees 36 minutes 19 seconds East for 662.71 feet;
thence North 88 degrees 30 minutes 51 seconds East for 22.91 feet;
thence North 47 degrees 36 minutes 19 seconds East for 368.92 feet;
thence North 42 degrees 23 minutes 41 seconds West for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1163.90 feet;
thence northeasterly for 137.29 feet along a tangential curve, concave to the southeast, radius 11559.16 feet and central angle 00 degrees 40 minutes 50 seconds;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence northeasterly for 365.50 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 01 degree 49 minutes 05 seconds, the chord of said curve bears North 49 degrees 11 minutes 41 seconds East, to said north line of Section 35;
thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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THEODORE S BROWN

DATE: LIC. NO.: 51678

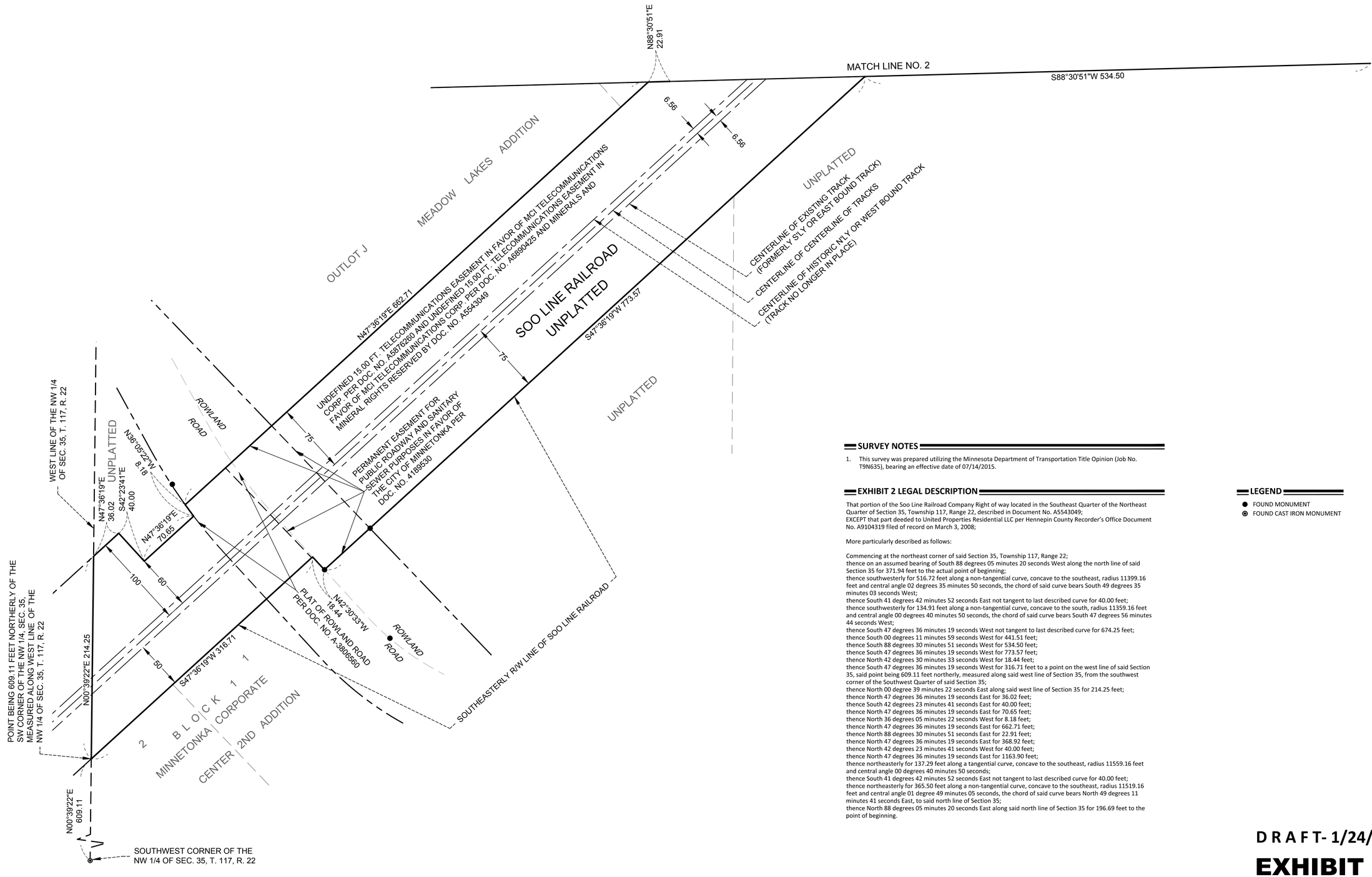
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22-EXHBT.dwg By: dleimbach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

Commencing at the northeast corner of said Section 35, Township 117, Range 22;
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thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

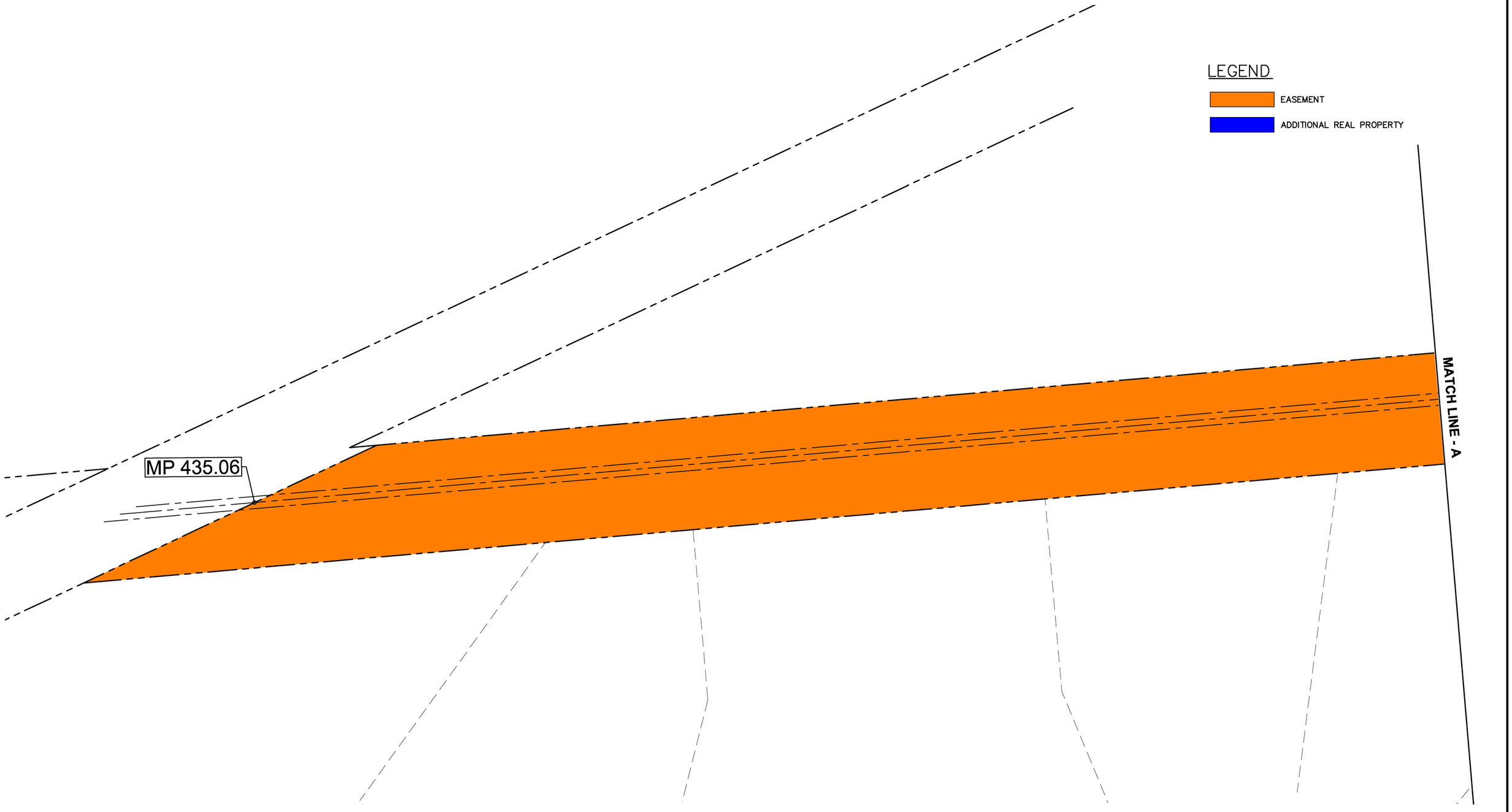
AECOM

SHEET 3 OF 3

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EXHIBIT A-2

CONSTRUCTION DESCRIPTION



DRAFT-WORK IN PROCESS

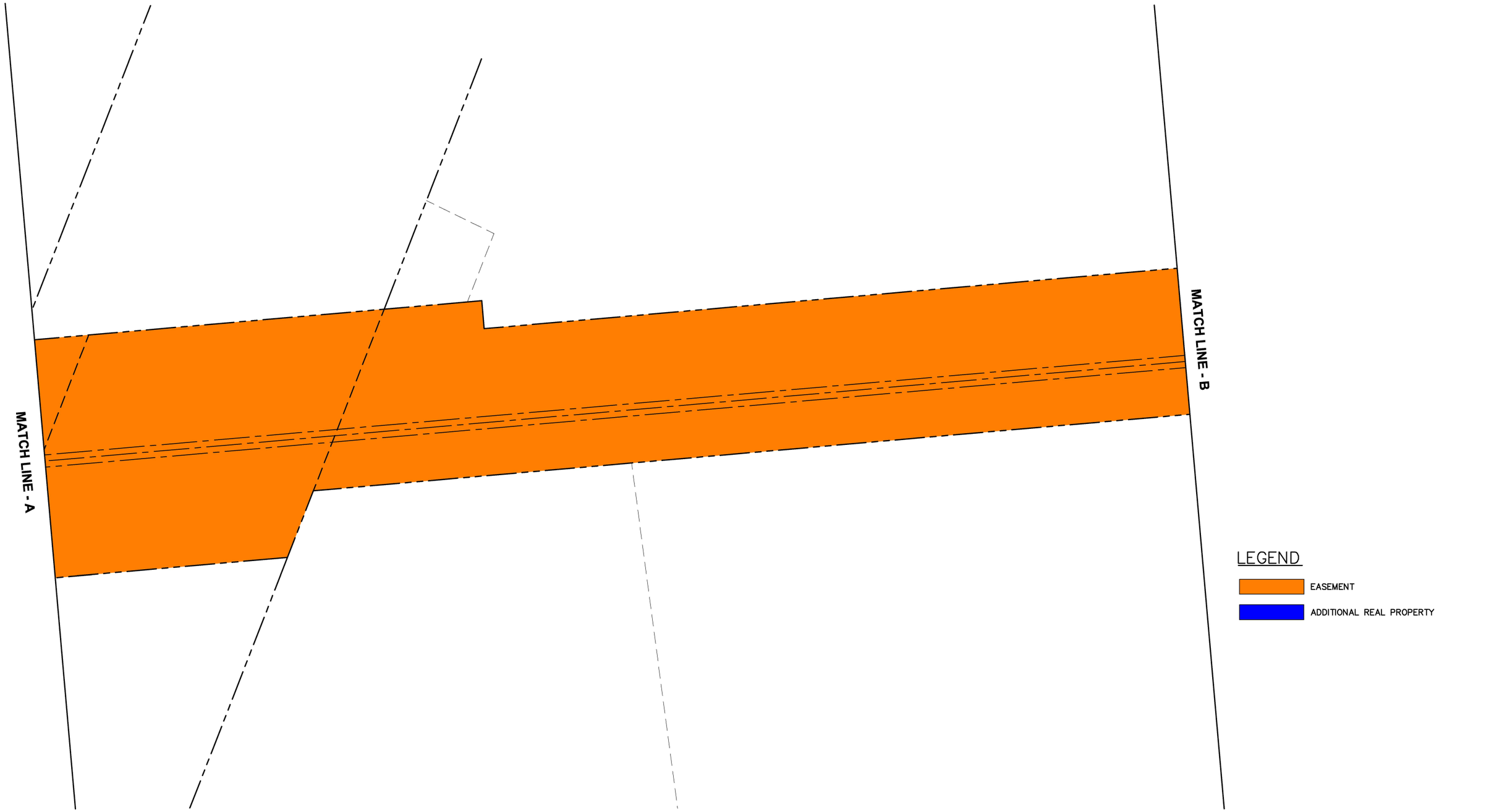
SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 01 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

Mar, 19 2018 08:46 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 02 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 03 OF 29

Rev 0
02/28/2018

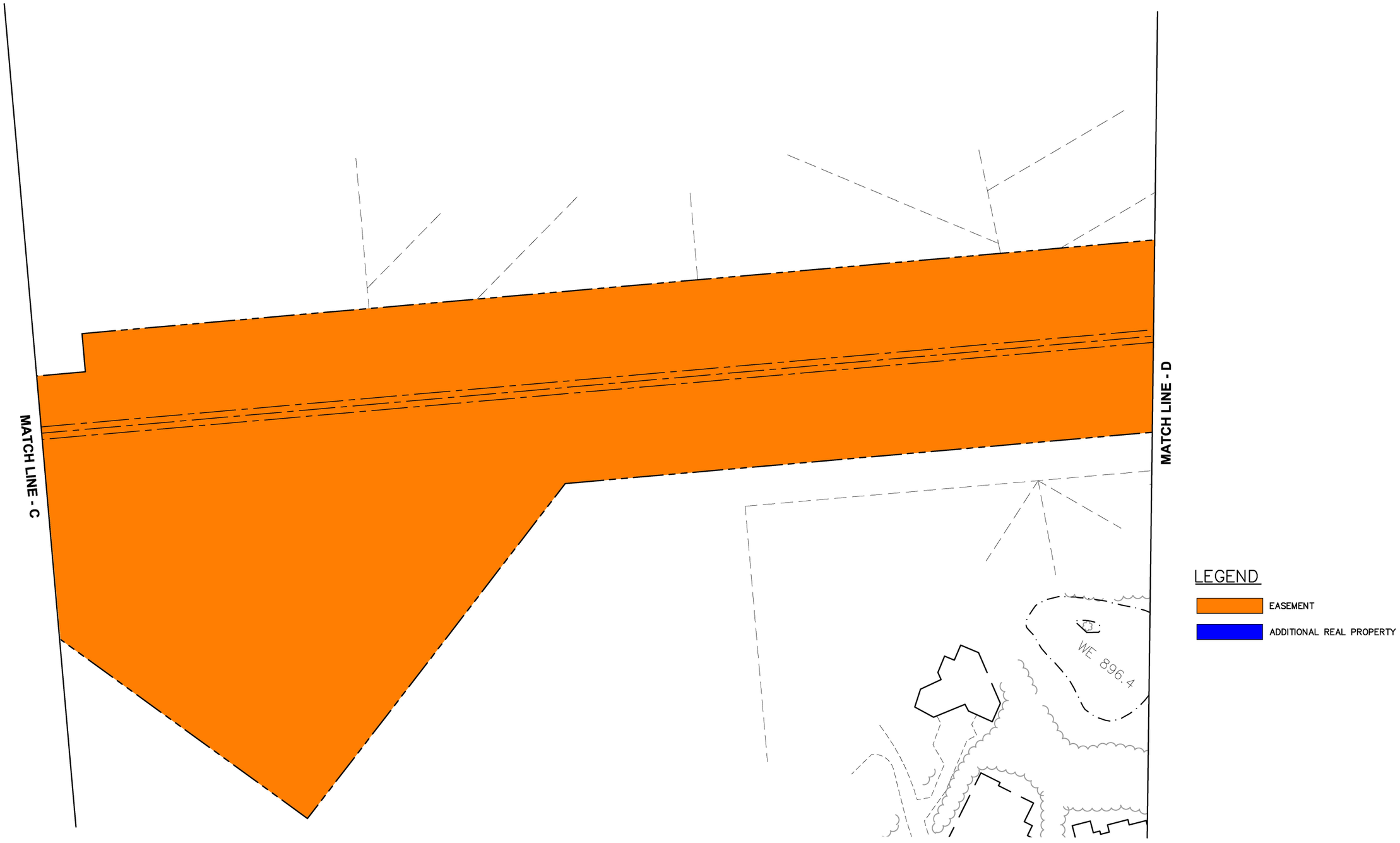
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 04 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 05 OF 29

Rev 0
02/28/2018

NORTH

0 25 50 100

SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - E

MATCH LINE - F

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 06 OF 29

Rev 0
02/28/2018

NORTH

0 25 50 100
SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 07 OF 29

Rev 0
02/28/2018

NORTH

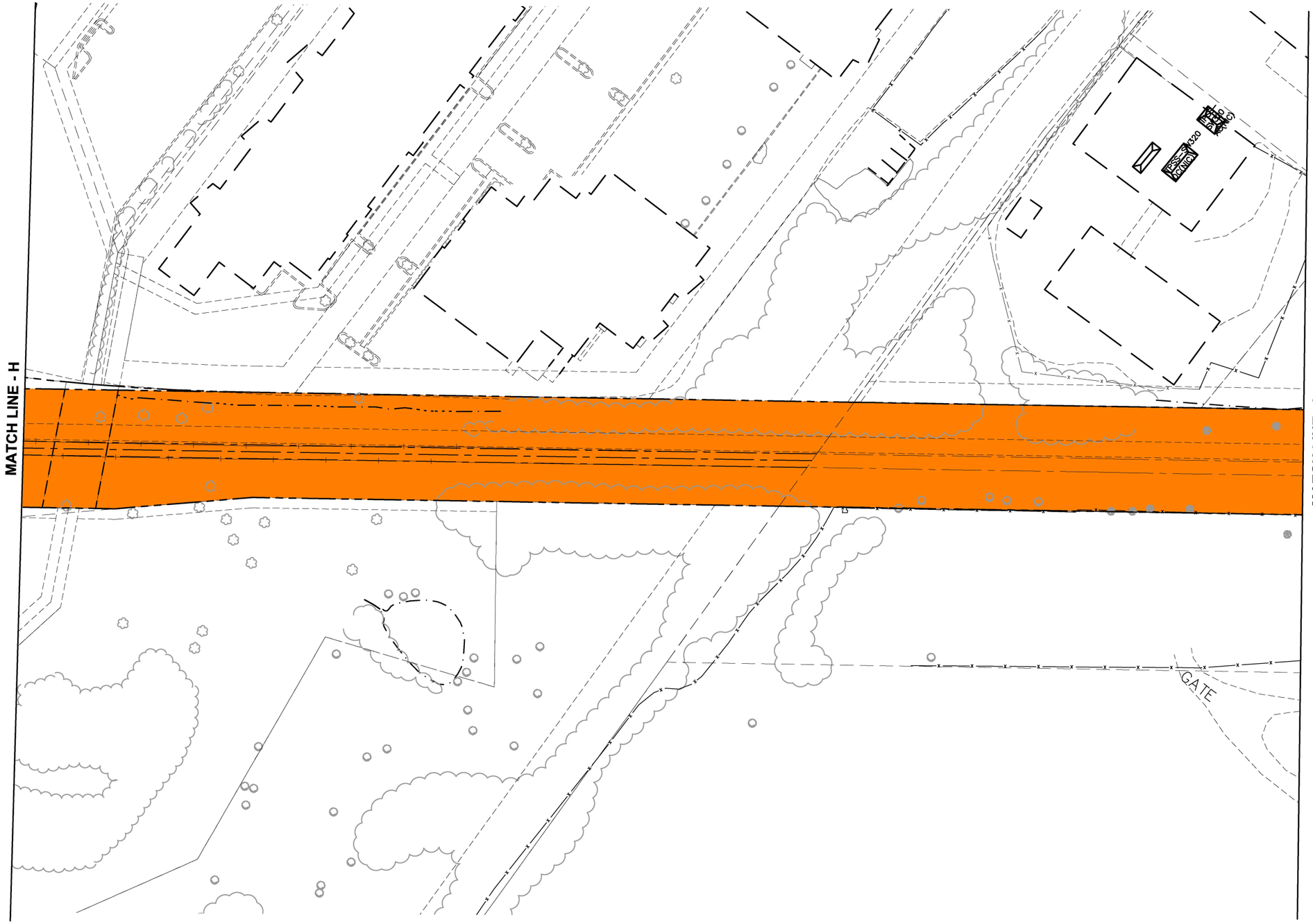
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 08 OF 29

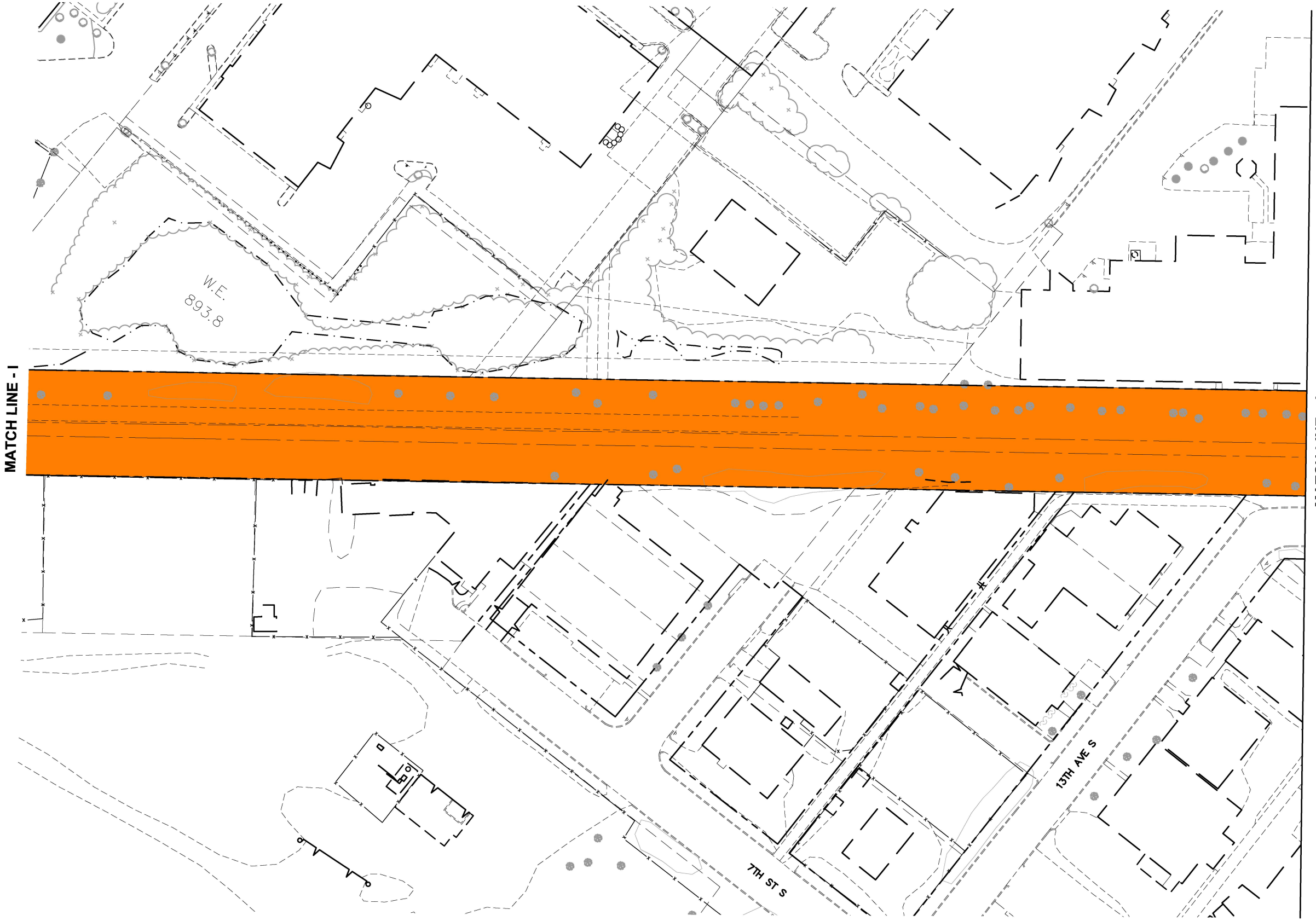
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 09 OF 29

Rev 0
02/28/2018

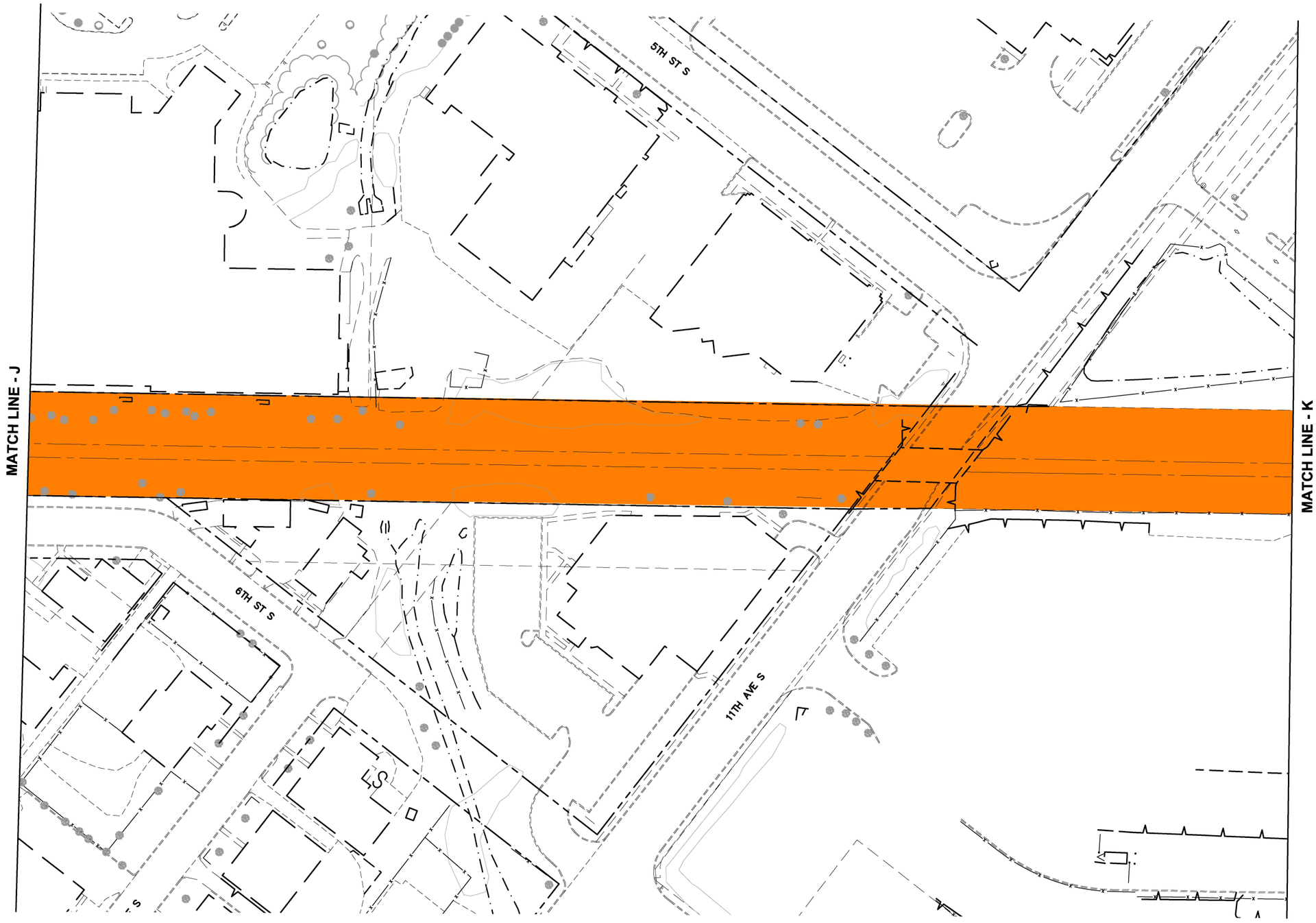
NORTH
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SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 10 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 11 OF 29

Rev 0
02/28/2018

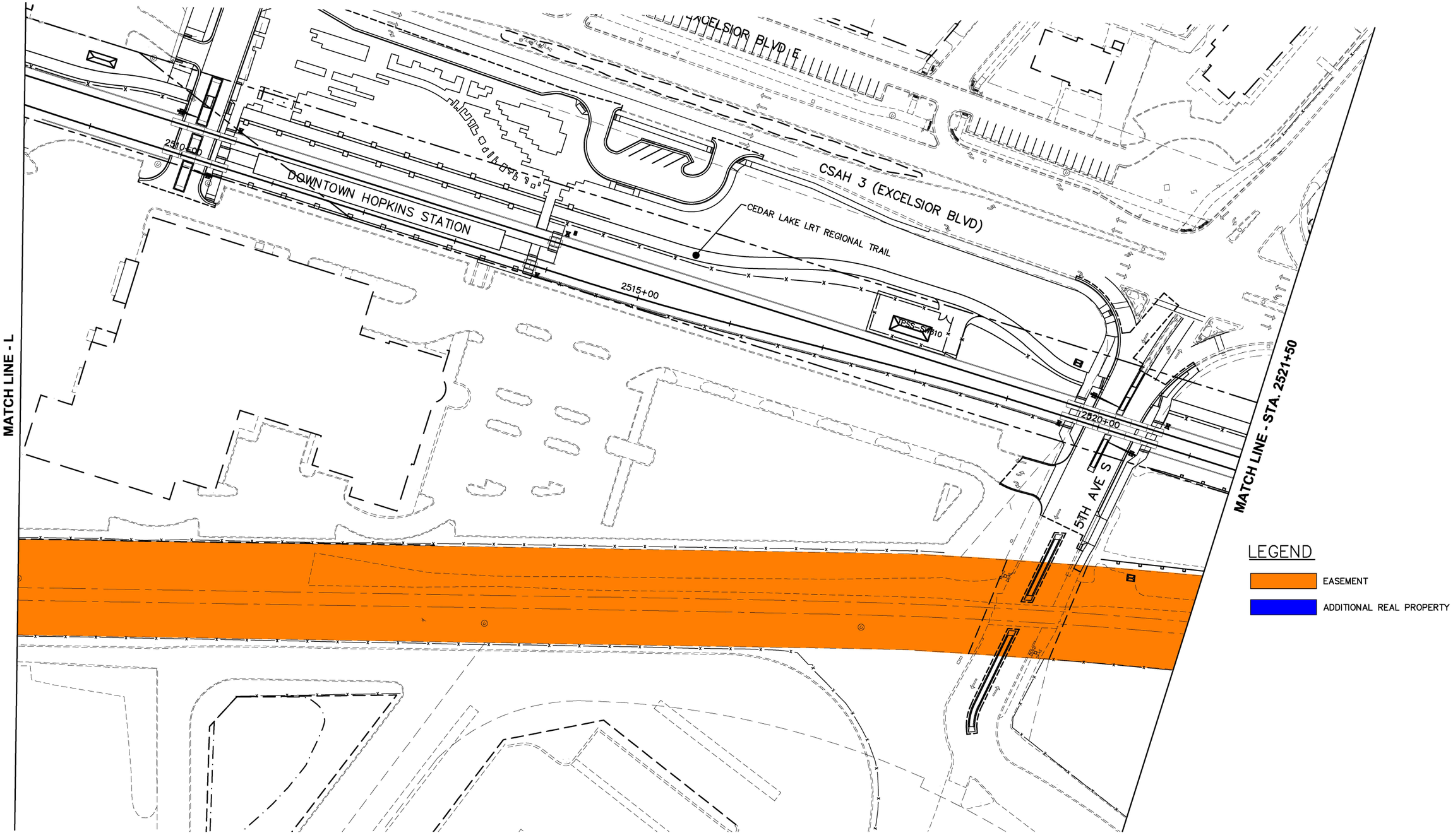
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 12 OF 29

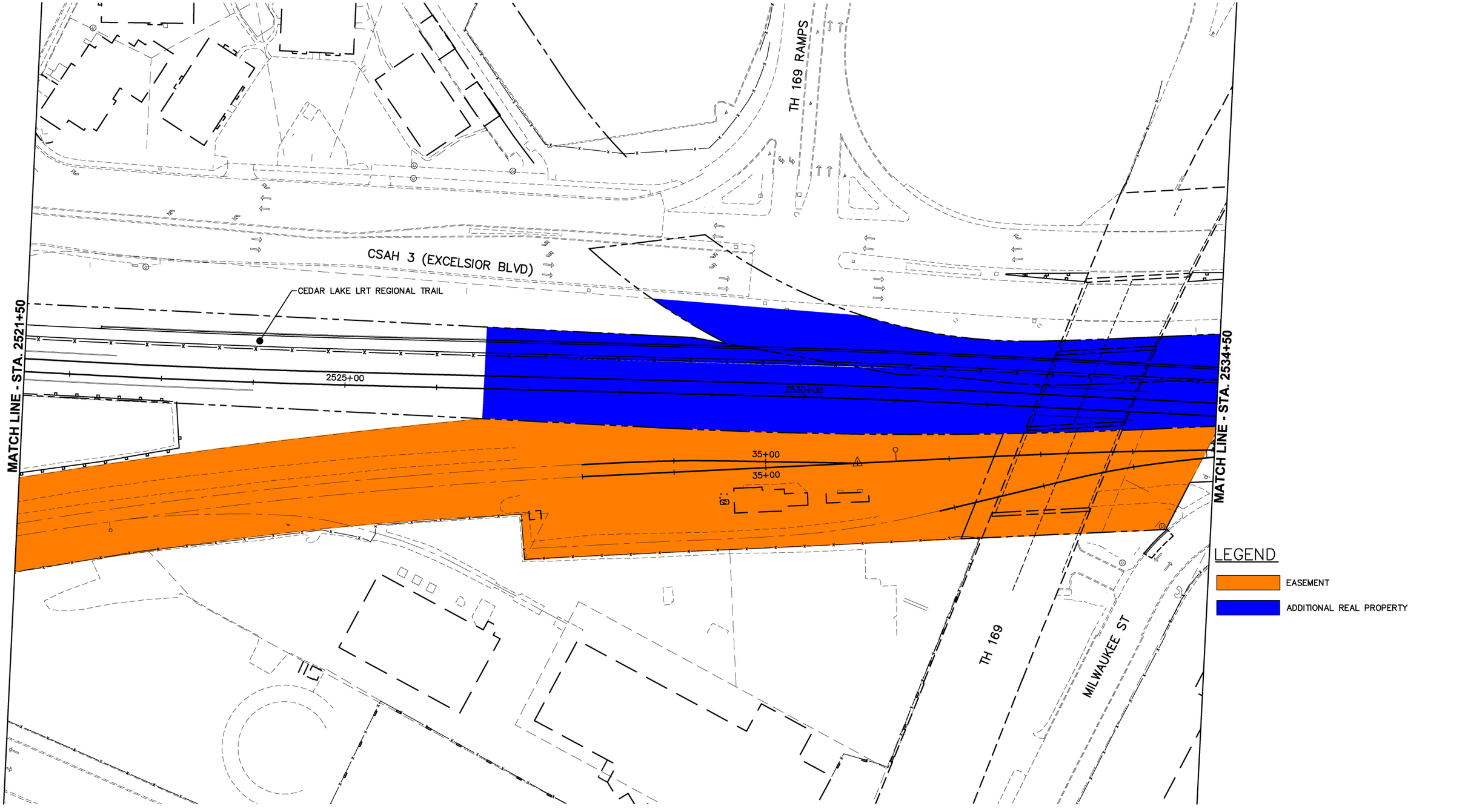
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 13 OF 29

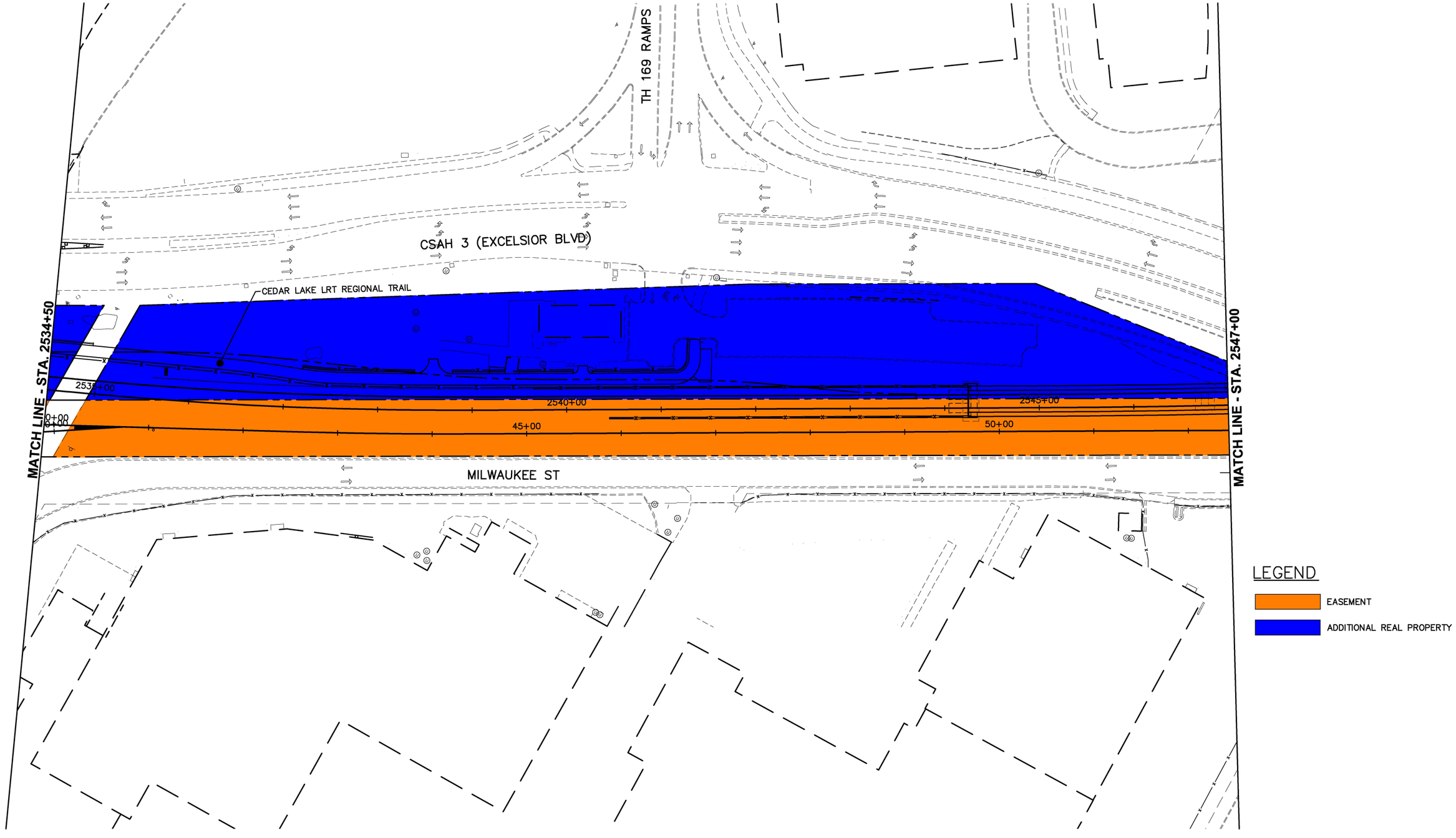
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar, 19 2018 08:56 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 14 OF 29

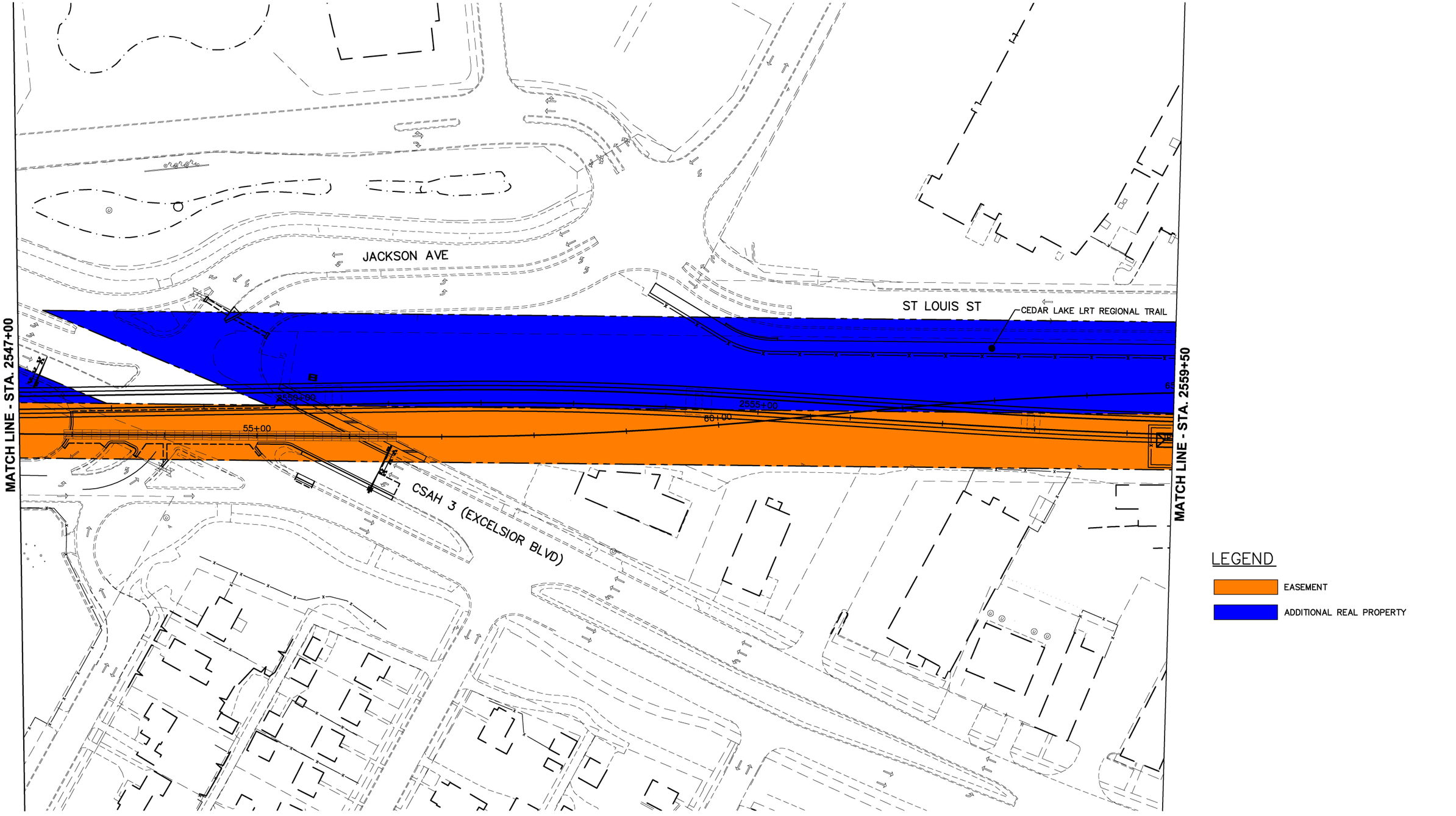
Rev 0
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NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar. 19 2018 08:57 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

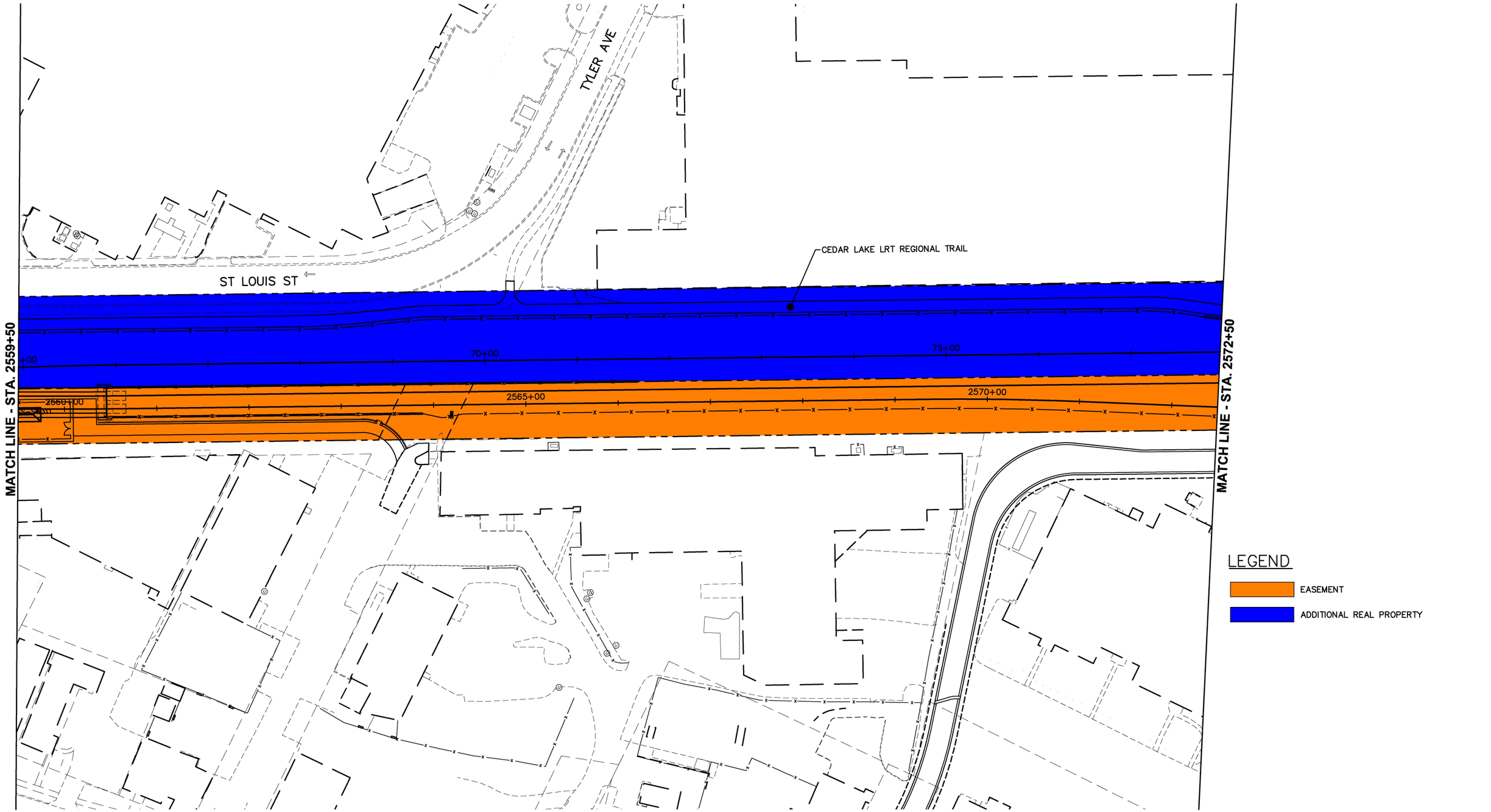
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EXHIBIT A-2
SHEET 15 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 16 OF 29

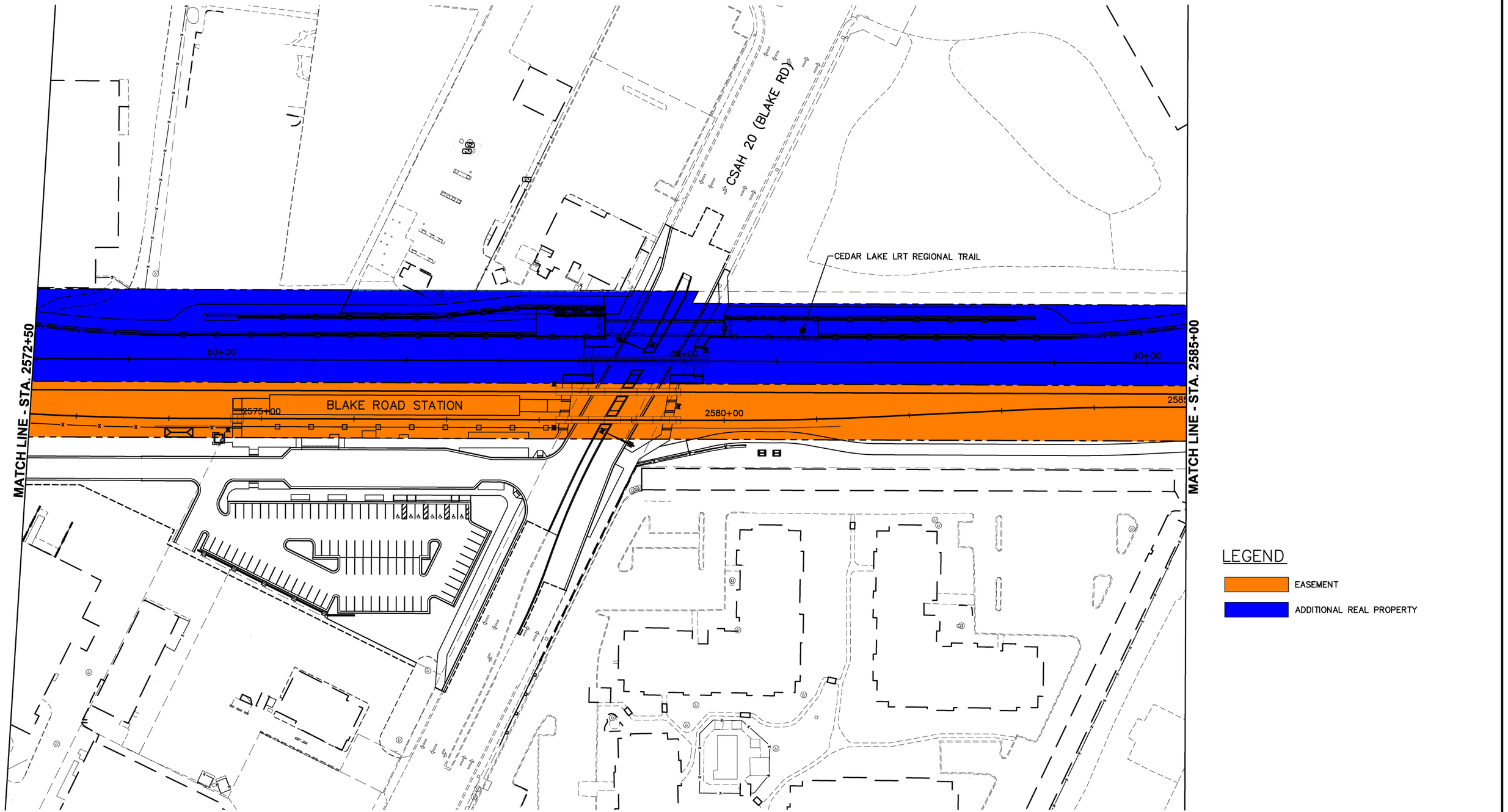
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 17 OF 29

Rev 0
02/28/2018

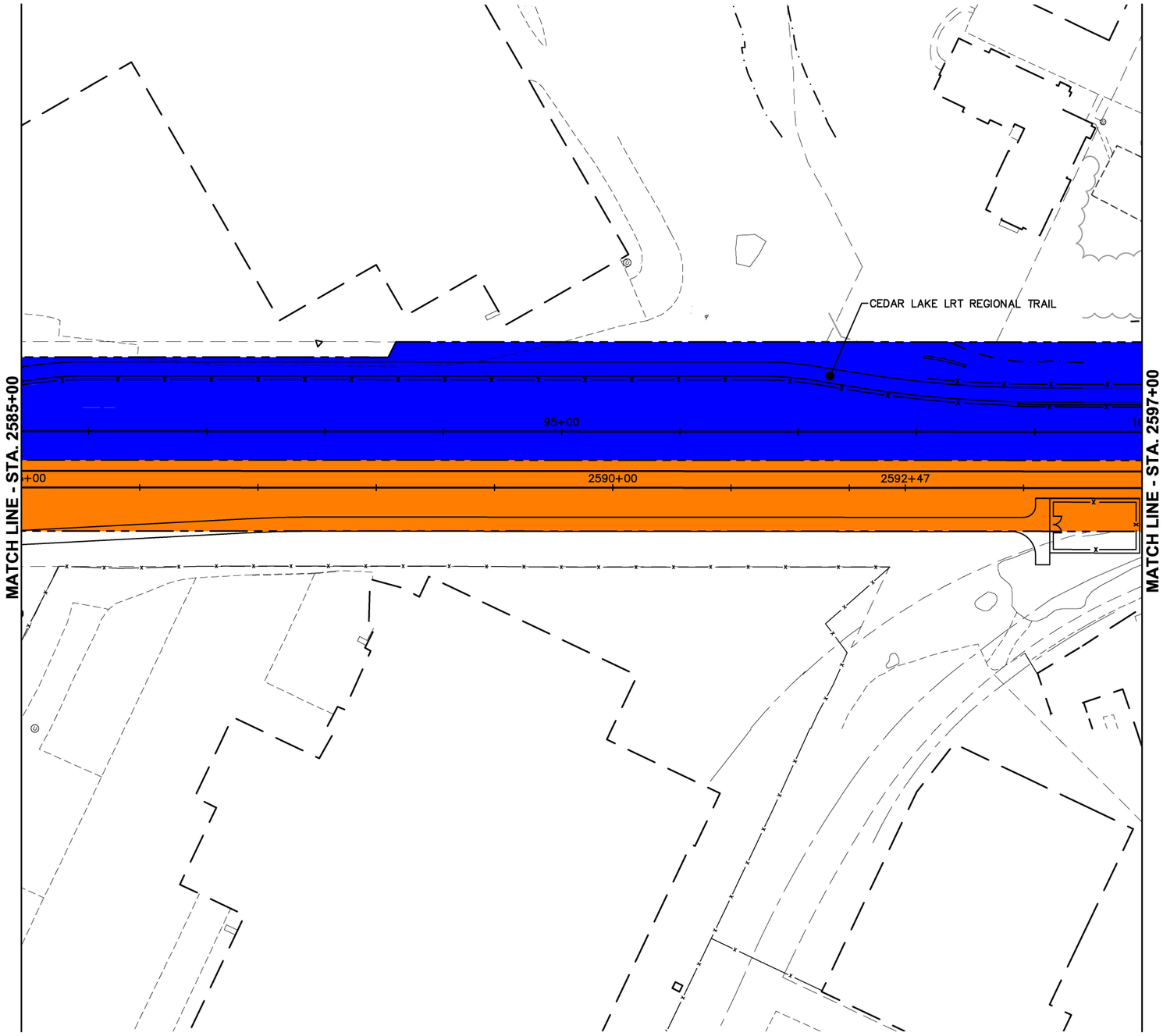
NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:01 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 18 OF 29

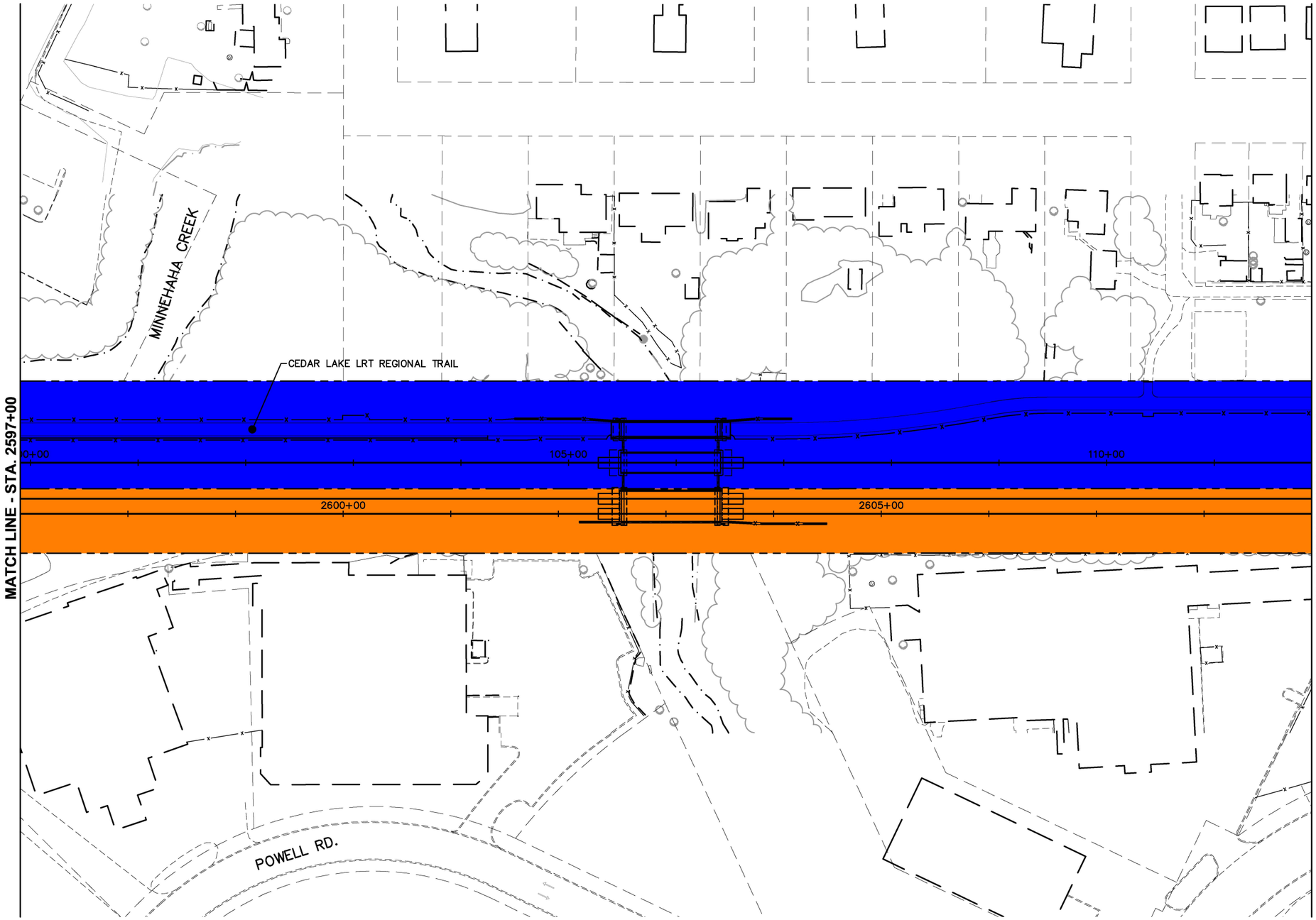
Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 19 OF 29

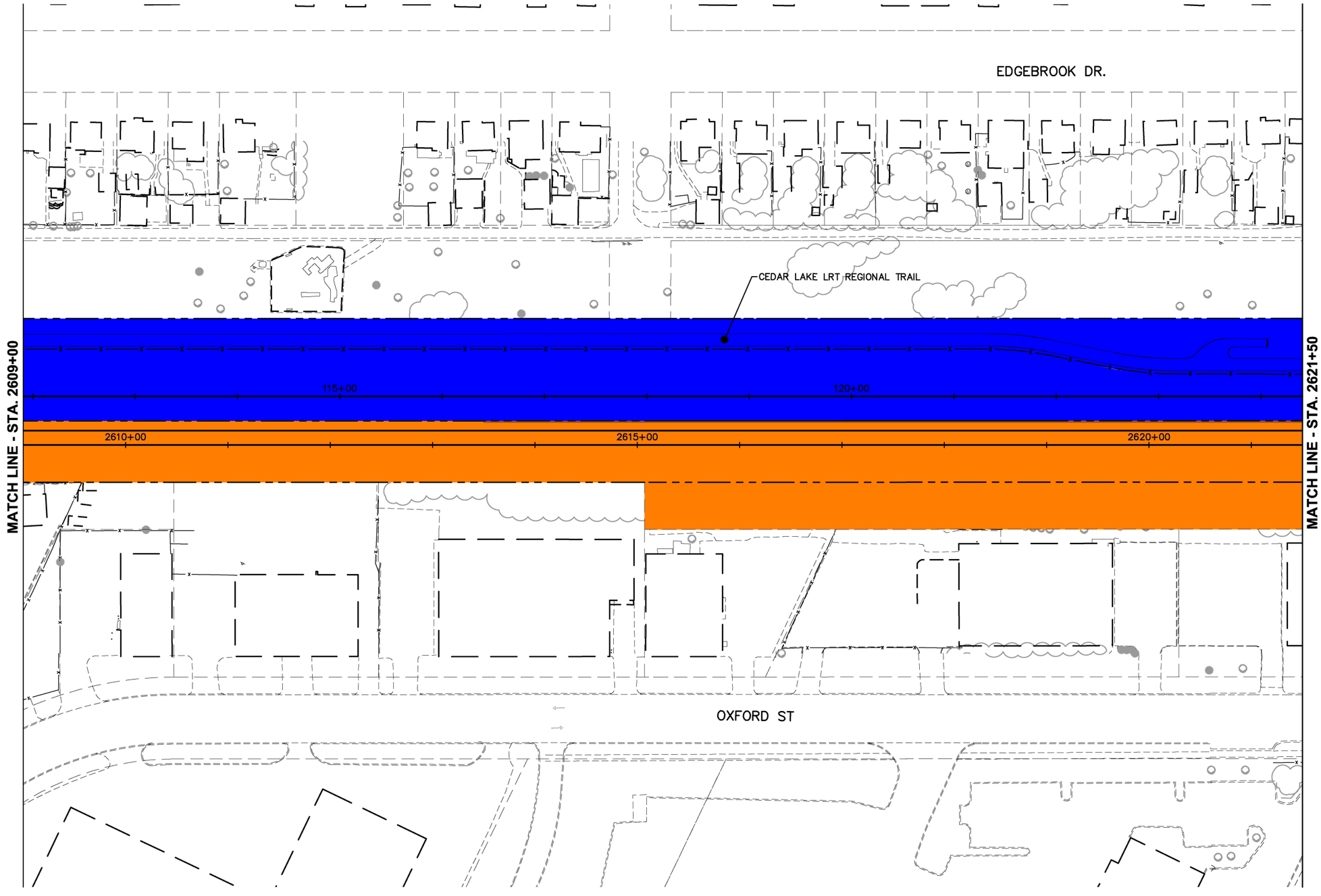
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 20 OF 29

Rev 0
02/28/2018

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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 21 OF 29

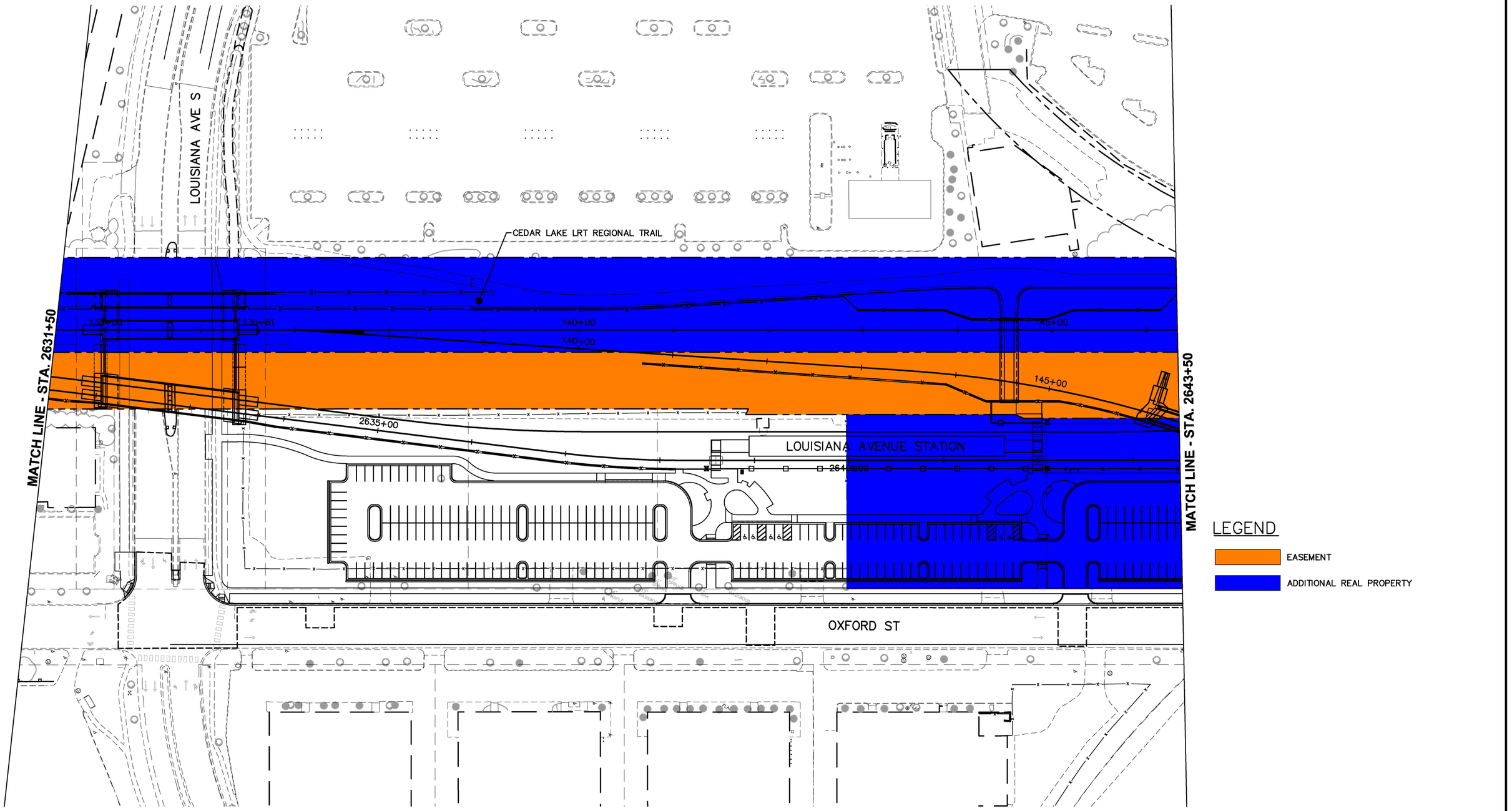
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 22 OF 29

Rev 0
02/28/2018

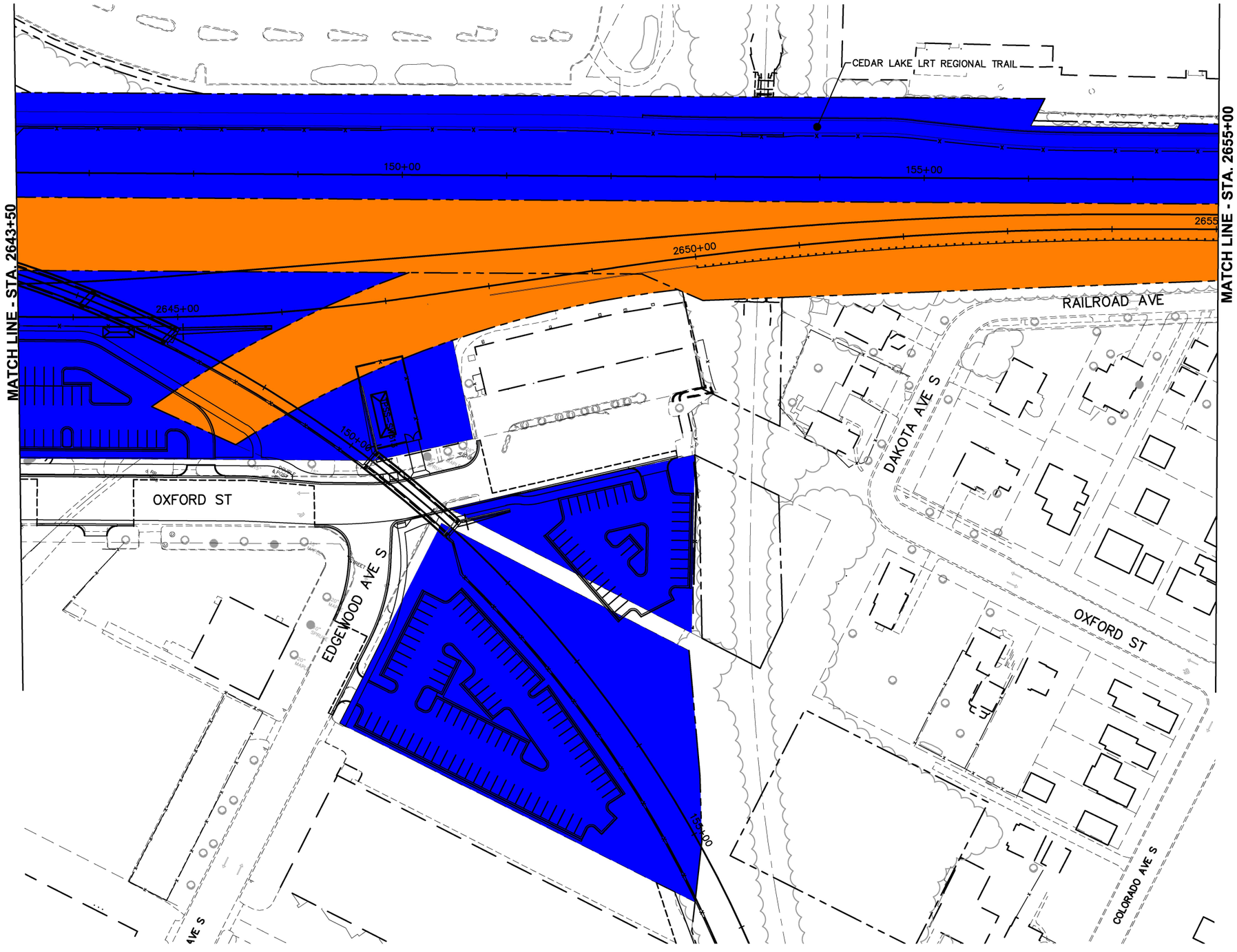
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 23 OF 29

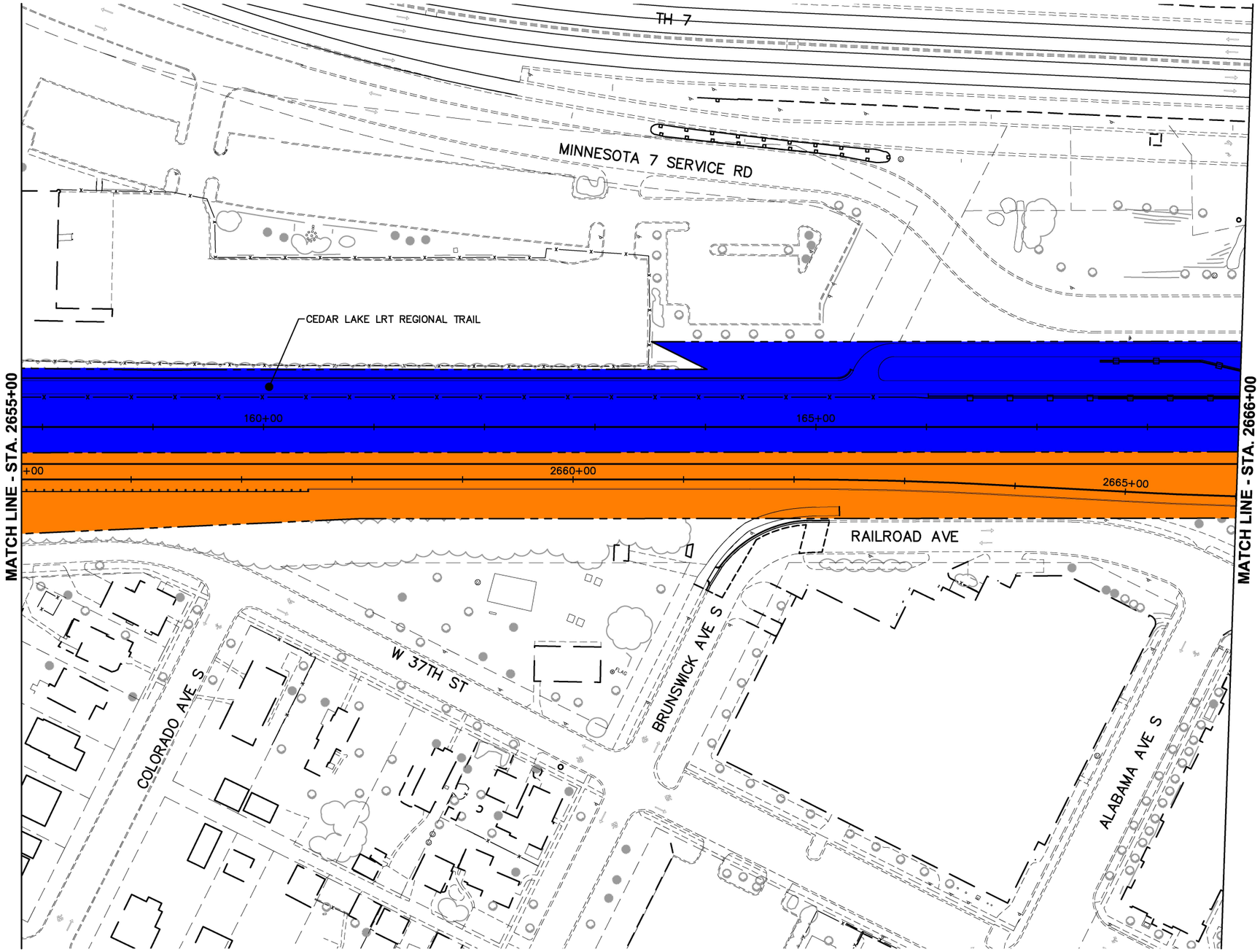
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 24 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

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MATCH LINE - STA. 2666+00

MINNESOTA 7 SERVICE RD

WOODDALE AVE S

CEDAR LAKE LRT REGIONAL TRAIL

170+00

175+00

180+00

WOODDALE AVENUE STATION

2670+00

2675+00

W 36TH ST

YOSEMITE AVE S

W 35TH 1/2 ST

XENWOOD AVE S

MATCH LINE - STA. 2678+50

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 25 OF 29

Rev 0
02/28/2018

NORTH

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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 26 OF 29

Rev 0
02/28/2018

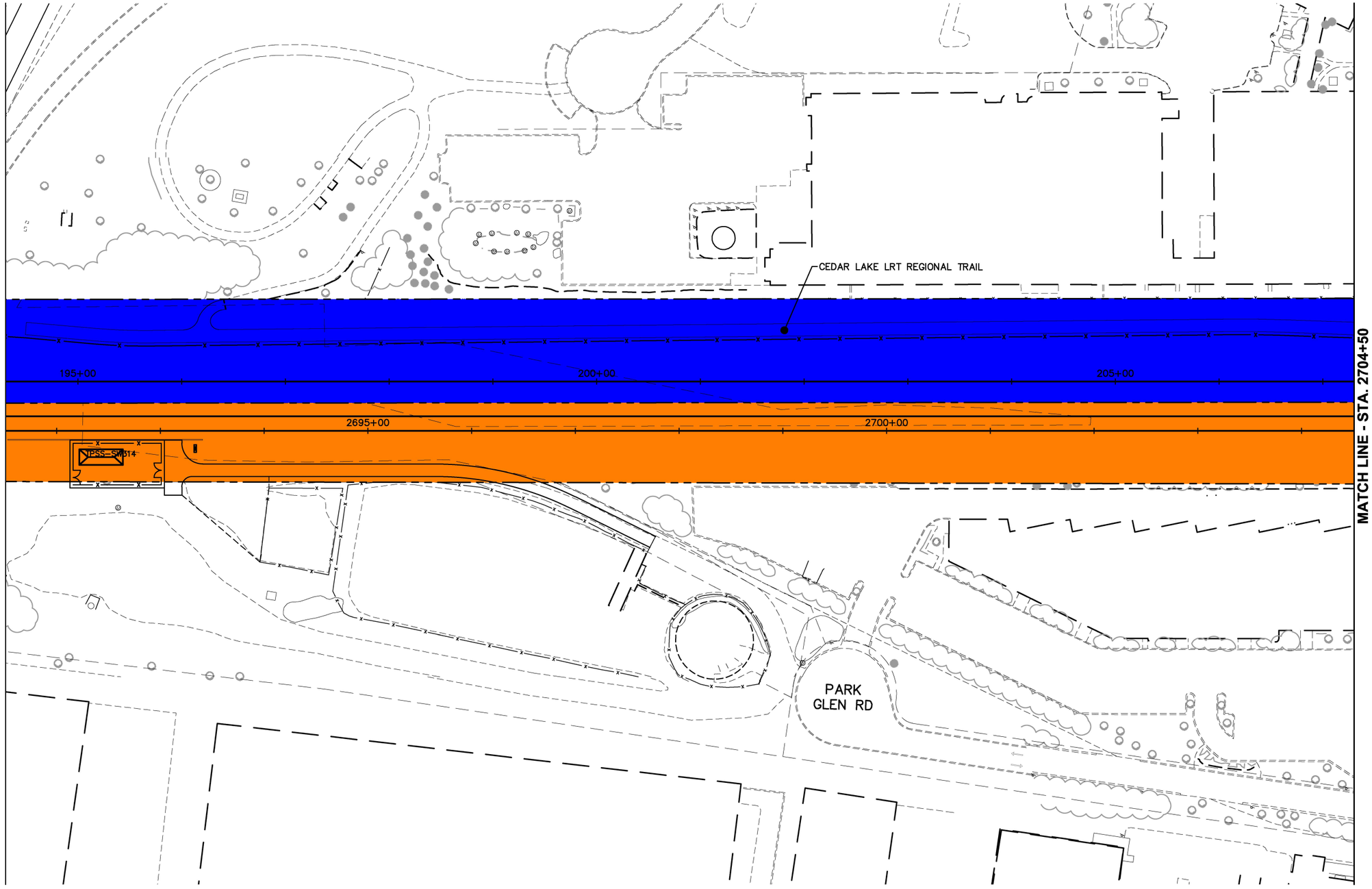
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 27 OF 29

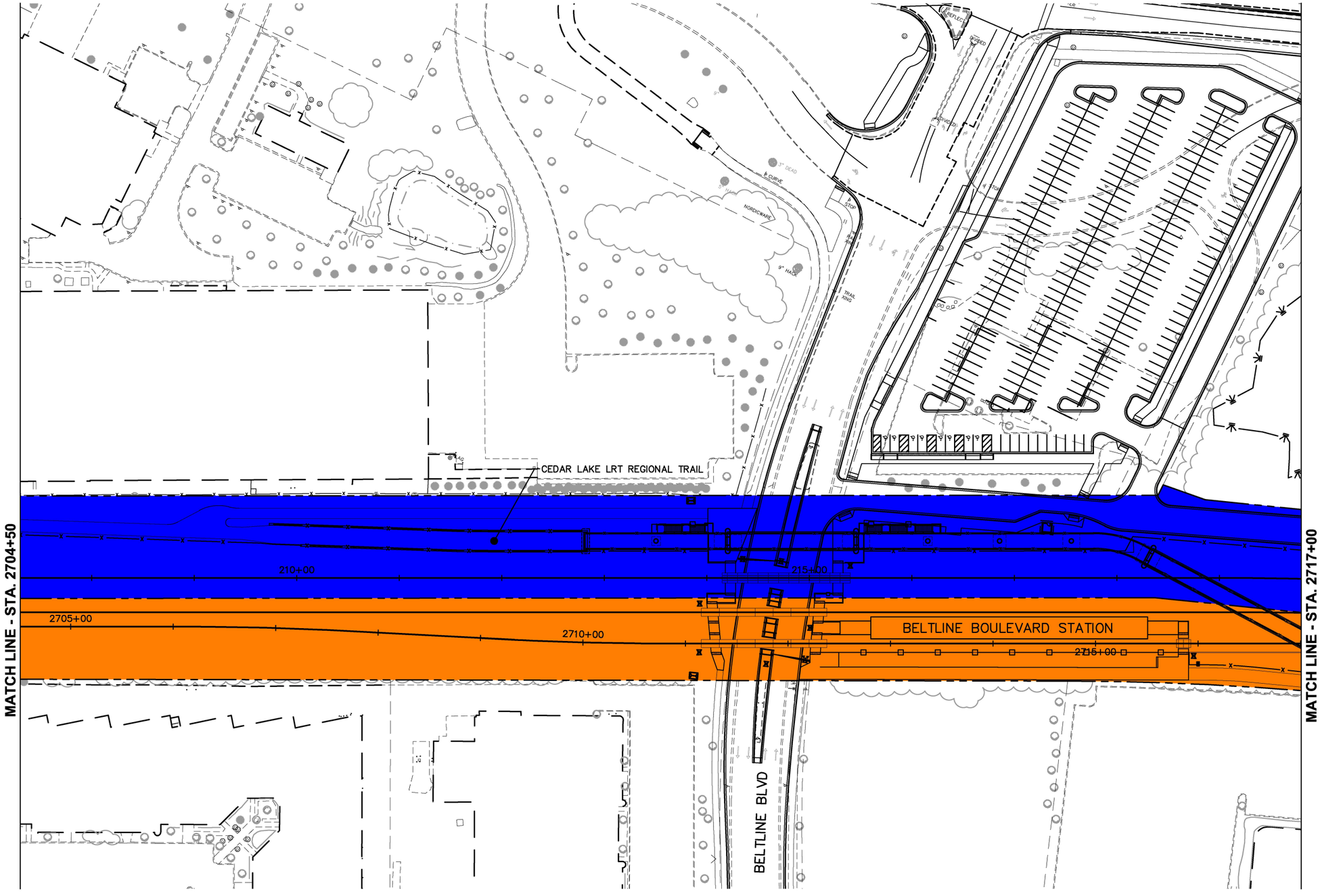
Rev 0
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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 28 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 29 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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EXHIBIT B-1

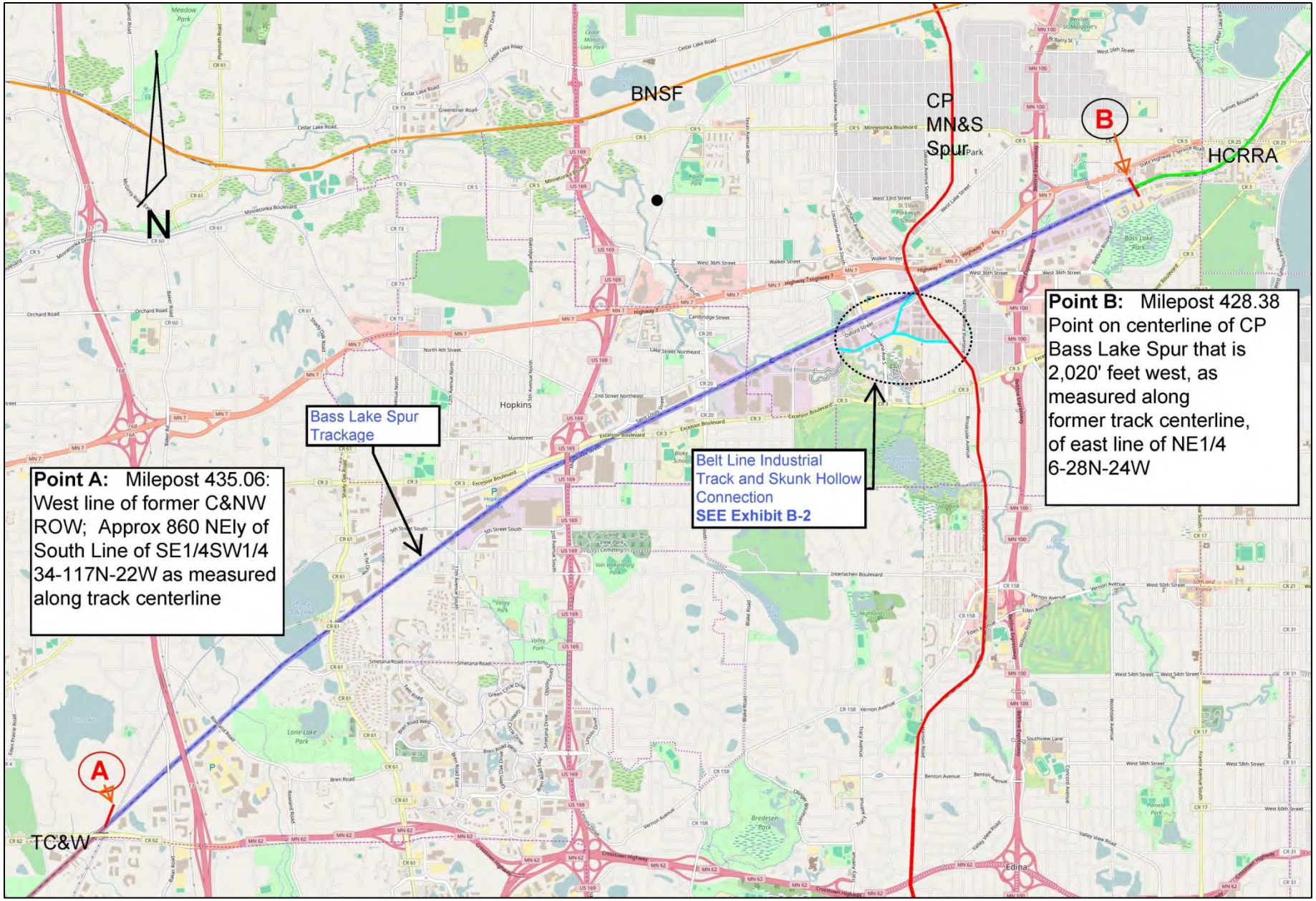

BNSF
CP
MN&S
Spur
B
HCRRA
N
Point B: Milepost 428.38
Point on centerline of CP
Bass Lake Spur that is
2,020' feet west, as
measured along
former track centerline,
of east line of NE1/4
6-28N-24W
Bass Lake Spur
Trackage
Belt Line Industrial
Track and Skunk Hollow
Connection
SEE Exhibit B-2
Point A: Milepost 435.06:
West line of former C&NW
ROW; Approx 860 NEly of
South Line of SE1/4SW1/4
34-117N-22W as measured
along track centerline
A
TC&W
Hopkins
Edina

EXHIBIT B-2

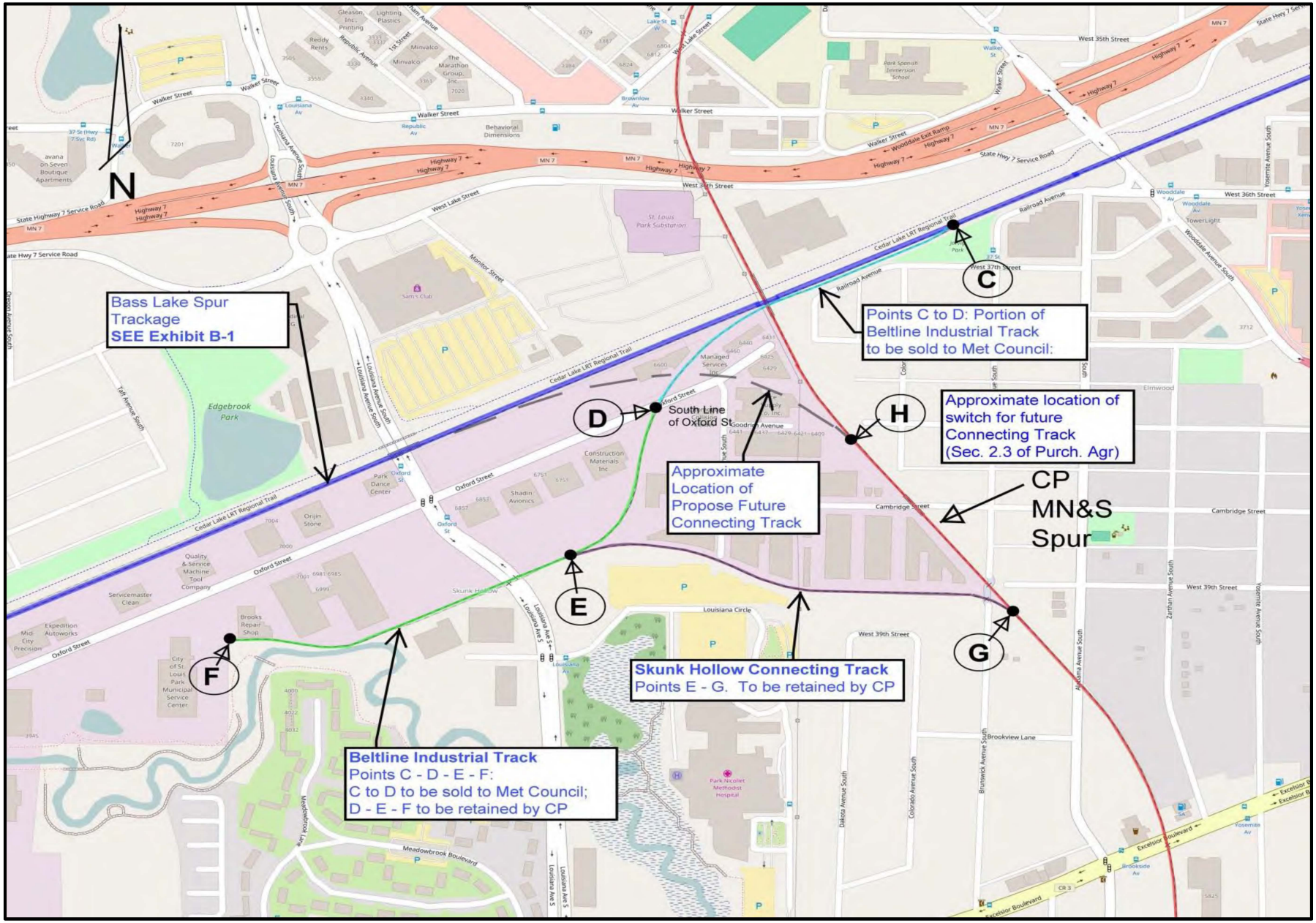

N
Bass Lake Spur
Trackage
SEE Exhibit B-1
Points C to D: Portion of
Beltline Industrial Track
to be sold to Met Council:
C
D
South Line
of Oxford St
H
Approximate location of
switch for future
Connecting Track
(Sec. 2.3 of Purch. Agr)
Approximate
Location of
Propose Future
Connecting Track
CP
MN&S
Spur
E
F
G
Skunk Hollow Connecting Track
Points E - G. To be retained by CP
Beltline Industrial Track
Points C - D - E - F:
C to D to be sold to Met Council;
D - E - F to be retained by CP
Edgebrook
Park
Cedar Lake LRT Regional Trail
Oxford Street
Cambridge Street
West 39th Street
Louisiana Circle
Meadowbrook Boulevard
Excelsior Boulevard
Brookview Lane
Railroad Avenue
West 37th Street
West 36th Street
West 35th Street
Walker Street
West Lake Street
Monitor Street
Louisiana Avenue South
Dakota Avenue South
Colorado Avenue South
Brunswick Avenue South
Alabama Avenue South
Zarthan Avenue South
Yosemite Avenue South
Woodale Avenue South
Highway 7
MN 7
State Highway 7 Service Road
Park Nicollet
Methodist
Hospital
Sam's Club
St. Louis
Park Substation

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.

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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:_____
>
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:_____
>
Its: >

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Council No. 18I022

HCRRA No. A188711

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 Statues 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:	To HCRRA:
Metropolitan Council	Hennepin County Regional Railroad Authority
Attn: Regional Administrator	Attn: Executive Director
390 Robert Street North	A2300 Hennepin County Government Center
Saint Paul, Minnesota 55101	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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

By: _____
Executive Director

Date: _____

Date: _____

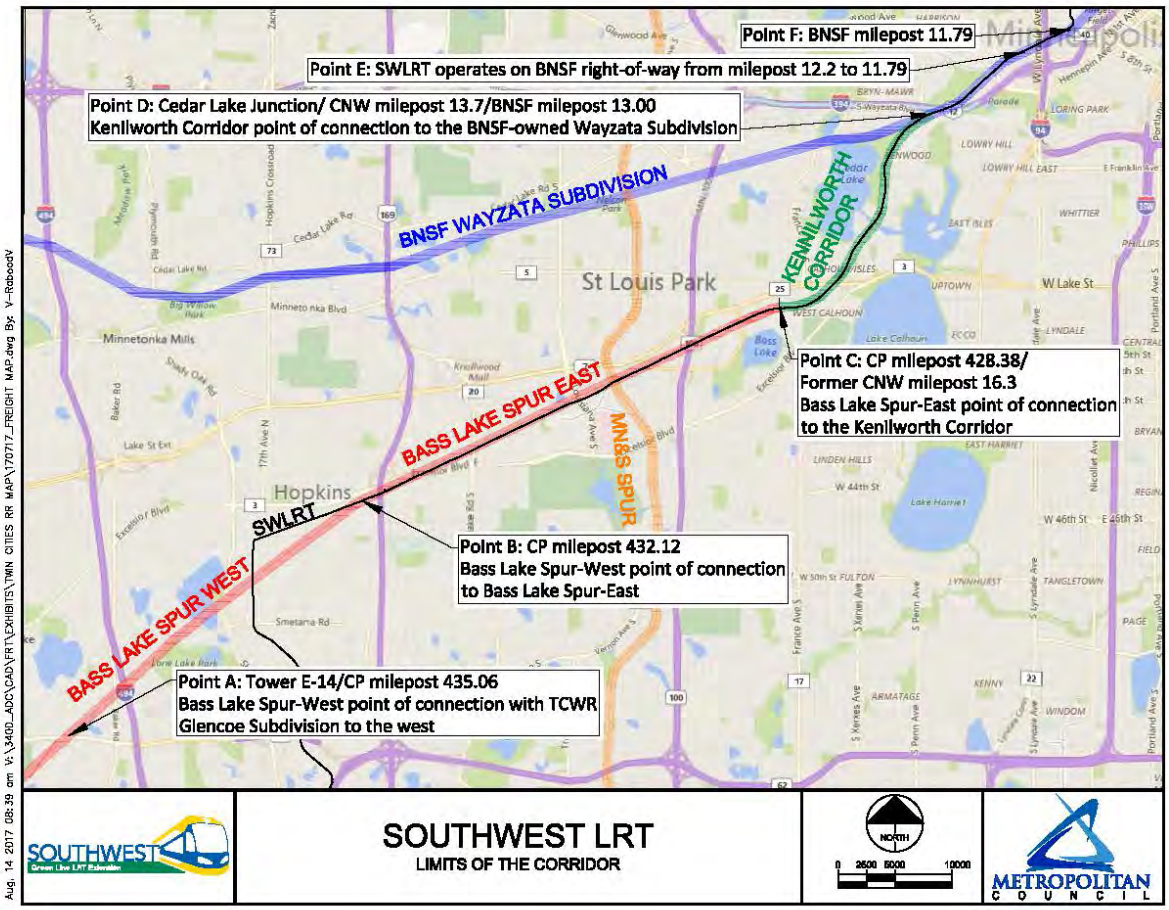
HENNEPIN COUNTY acknowledges its rights as a third-party beneficiary as provided in Section 14.

By: _____

Date: _____

EXHIBIT A

Limits of the Corridors



Aug. 14, 2017 08:39 am V:\3400_ADC\CAD\FRT\EXHIBITS\TWIN CITIES RR MAP\170717_FREIGHT MAP.dwg By: V--RobosdV

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.

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

MP 435.06

MATCH LINE - A

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 01 OF 29

Rev 0
02/28/2018

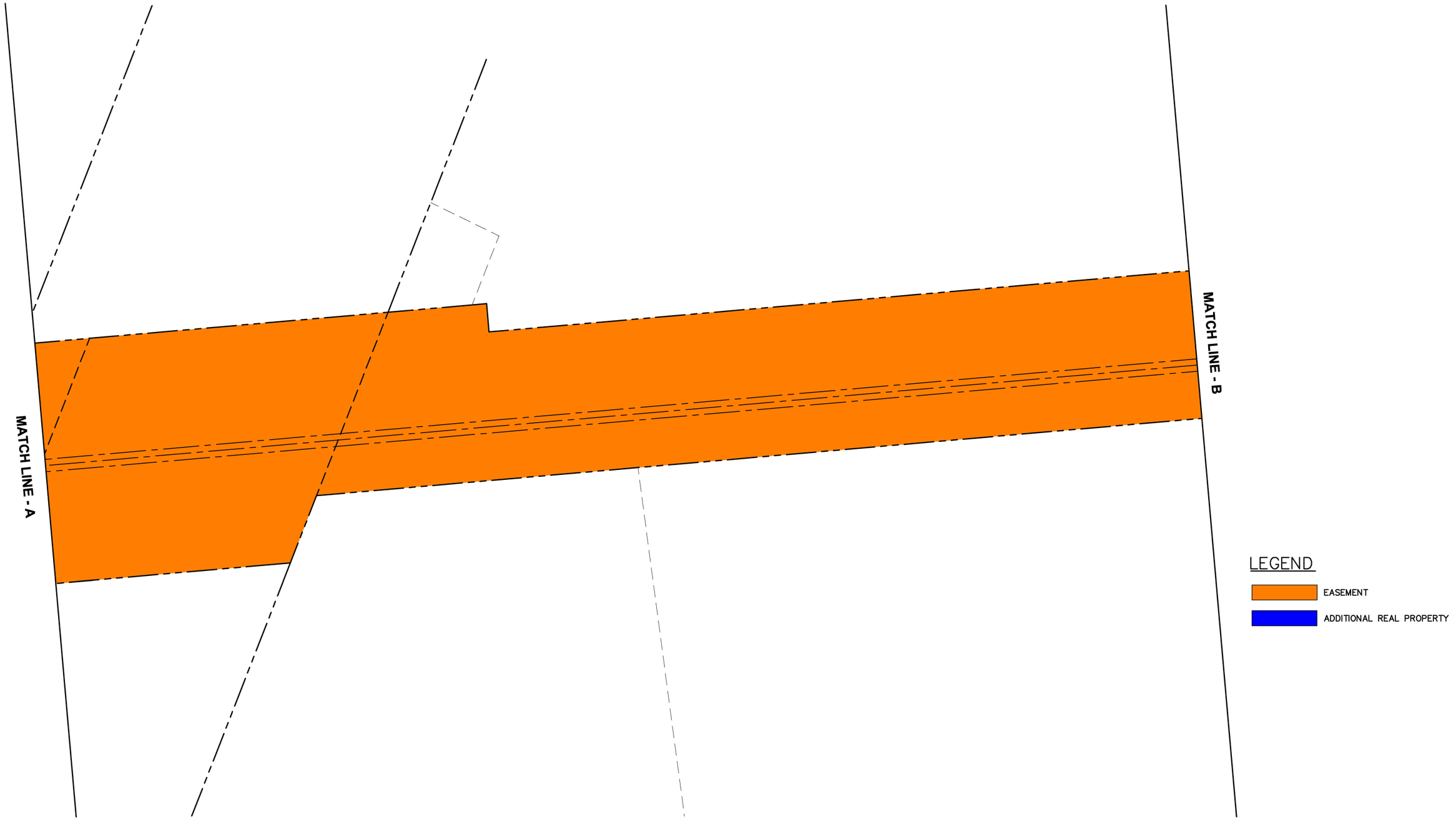
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 02 OF 29

Rev 0
02/28/2018

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MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 03 OF 29

Rev 0
02/28/2018

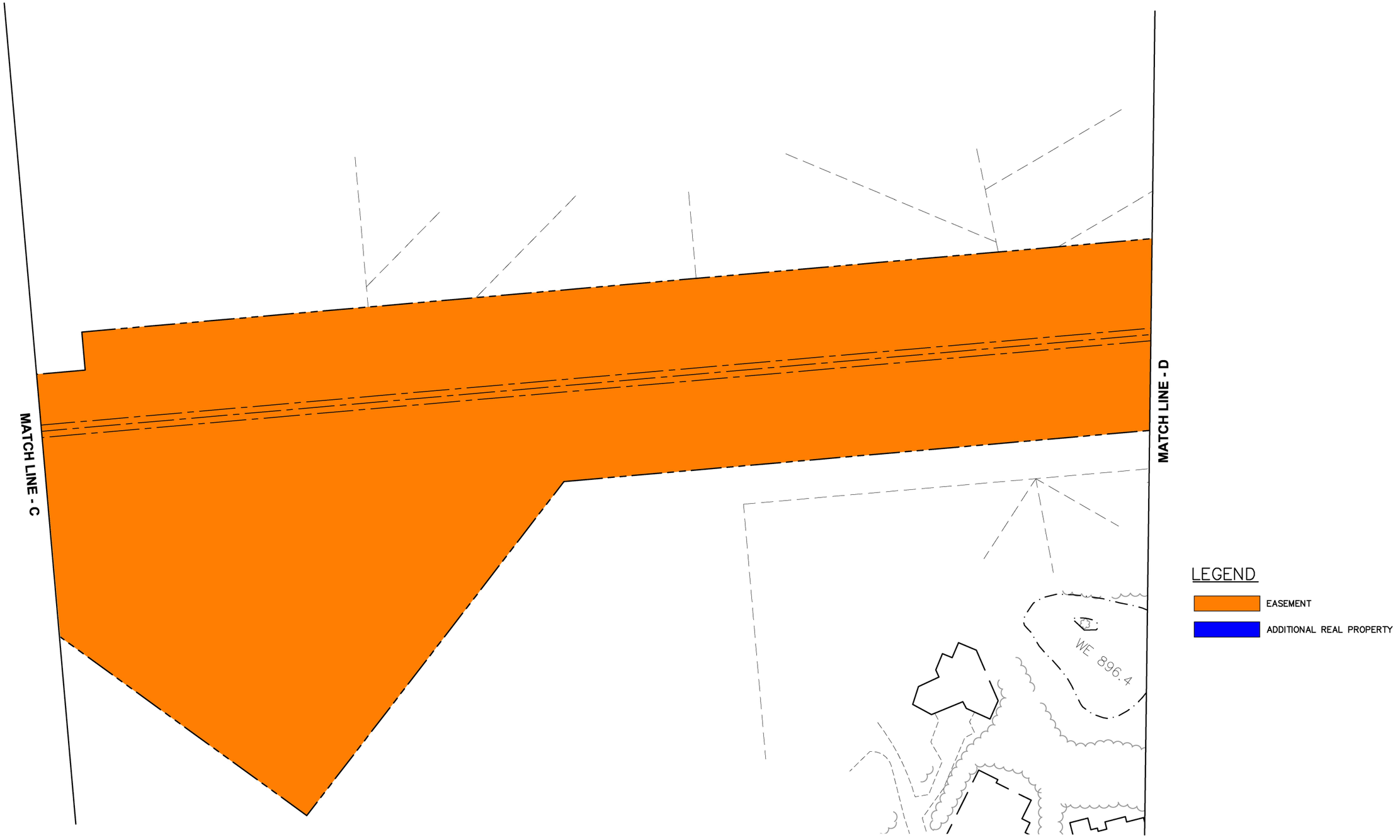
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 05 OF 29

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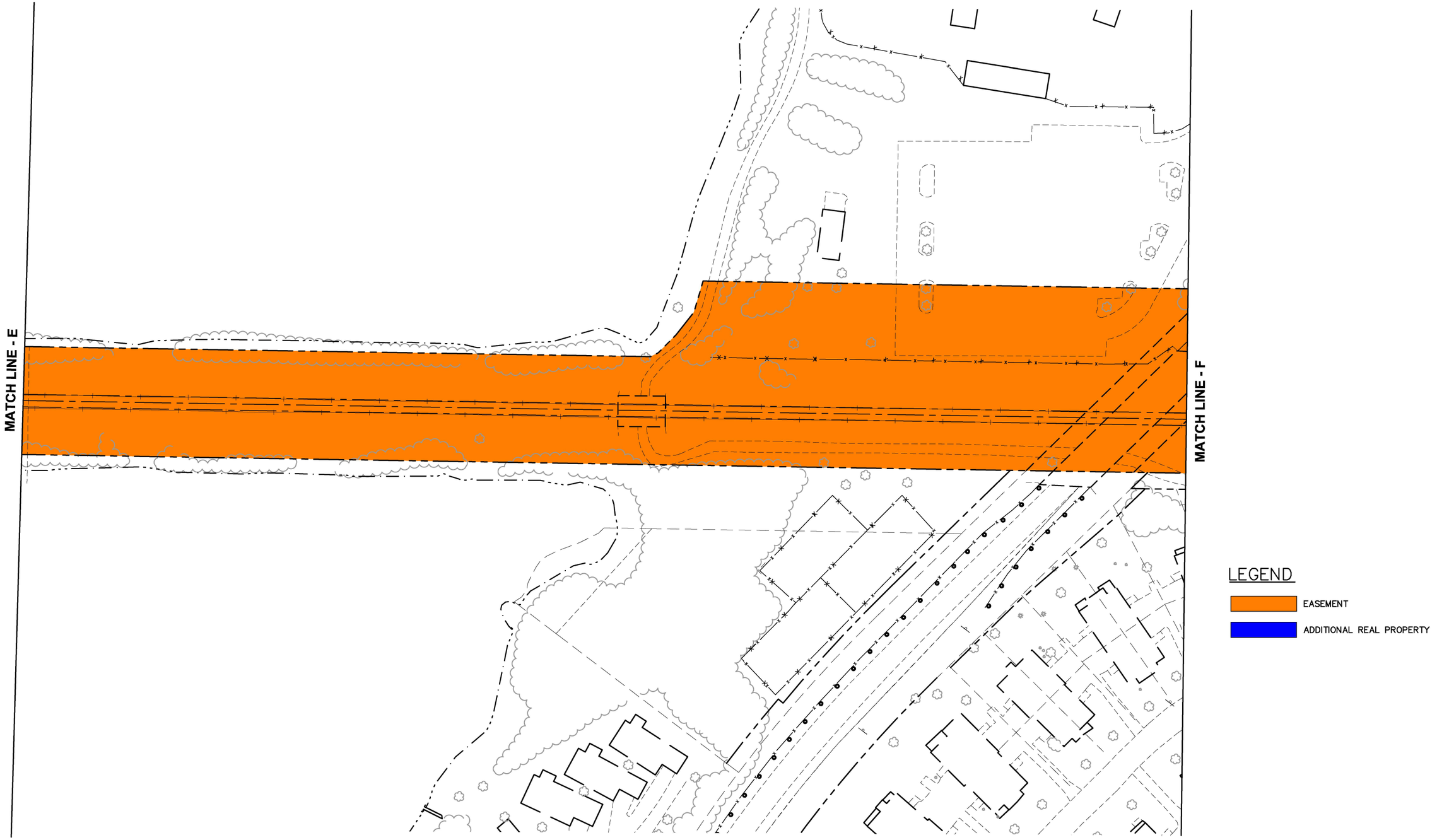
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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 06 OF 29

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SOUTHWEST Green Line LRT Extension

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 07 OF 29

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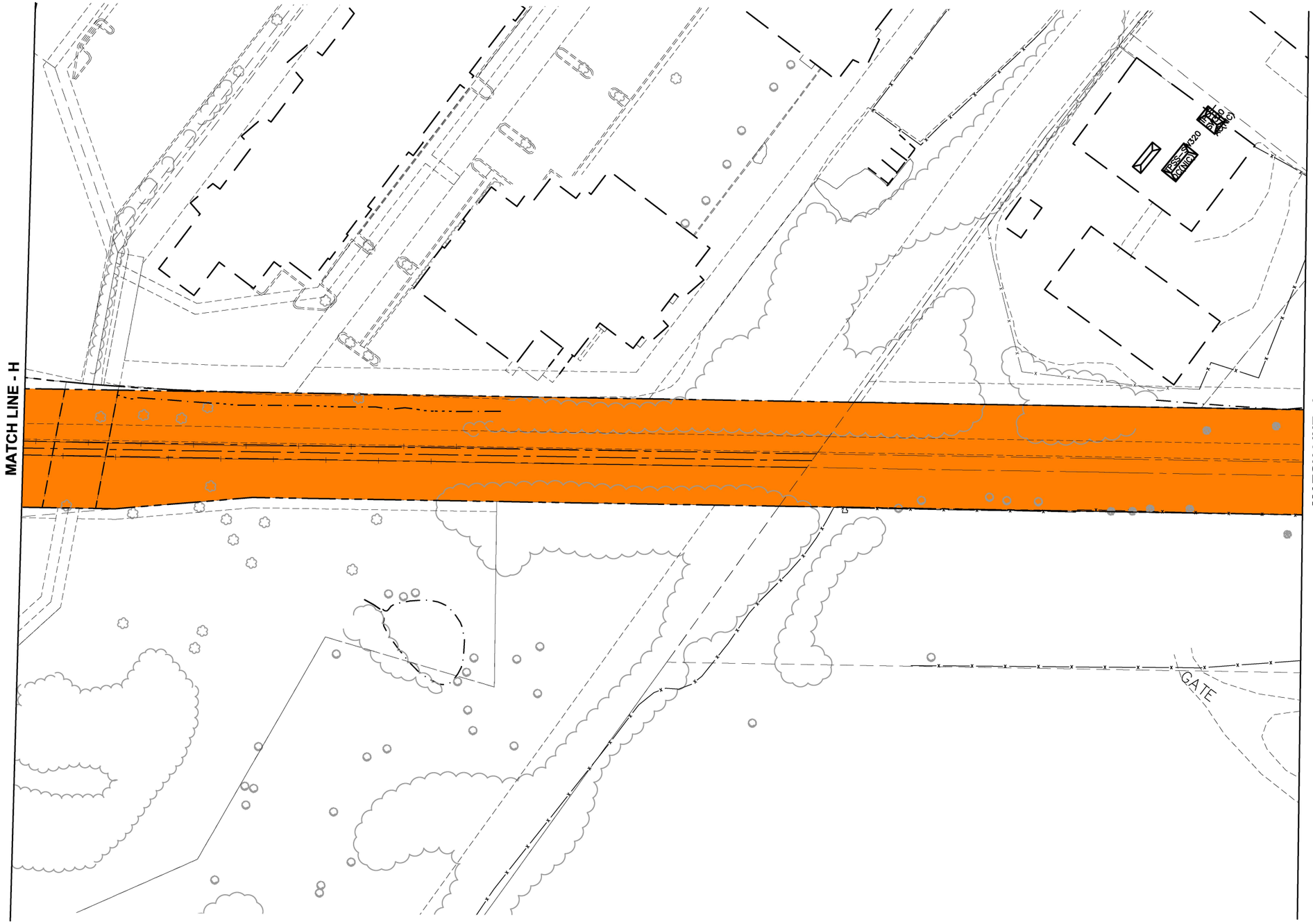
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SOUTHWEST
Green Line LRT Extension

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 08 OF 29

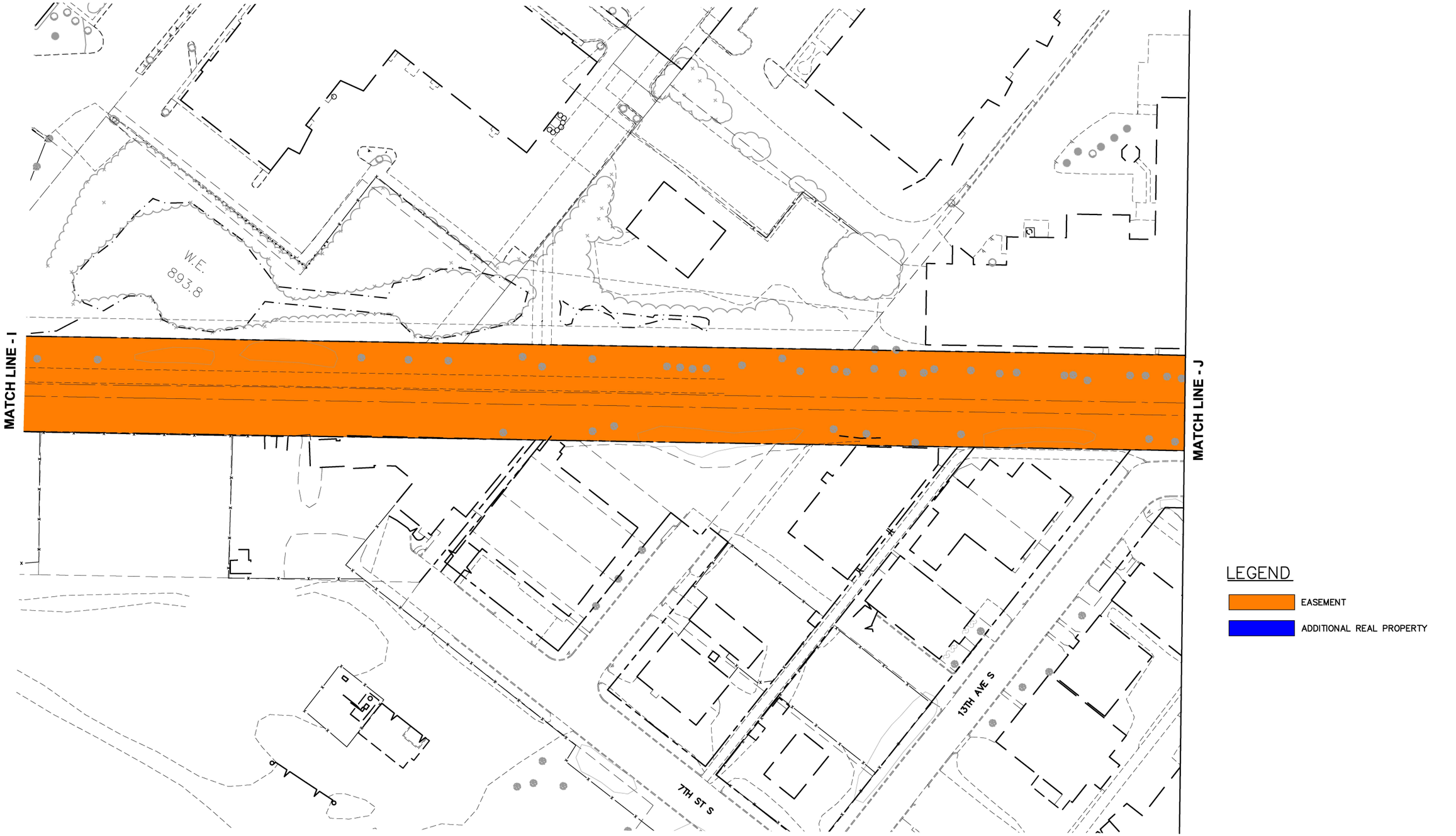
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 09 OF 29

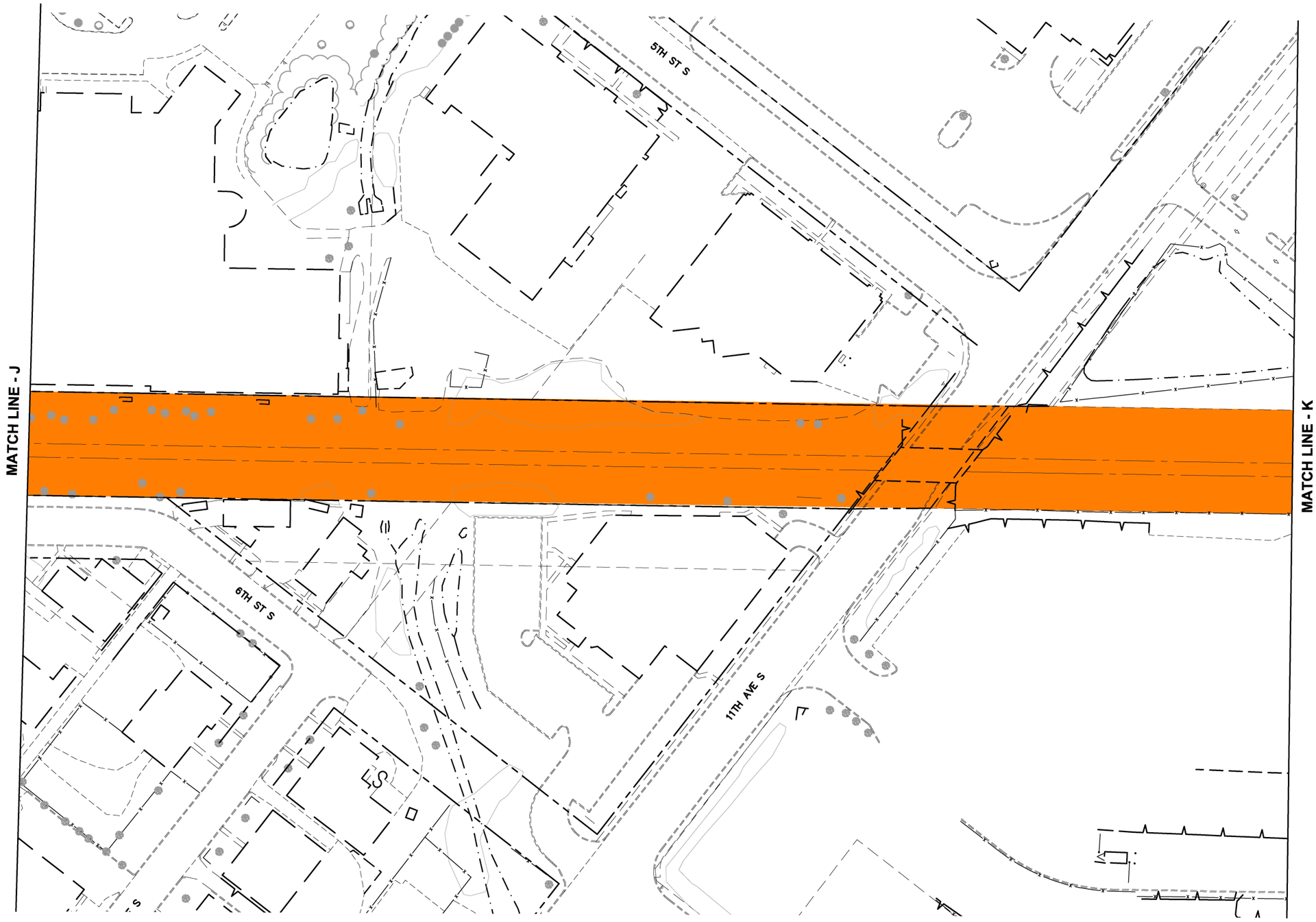
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 10 OF 29

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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 11 OF 29

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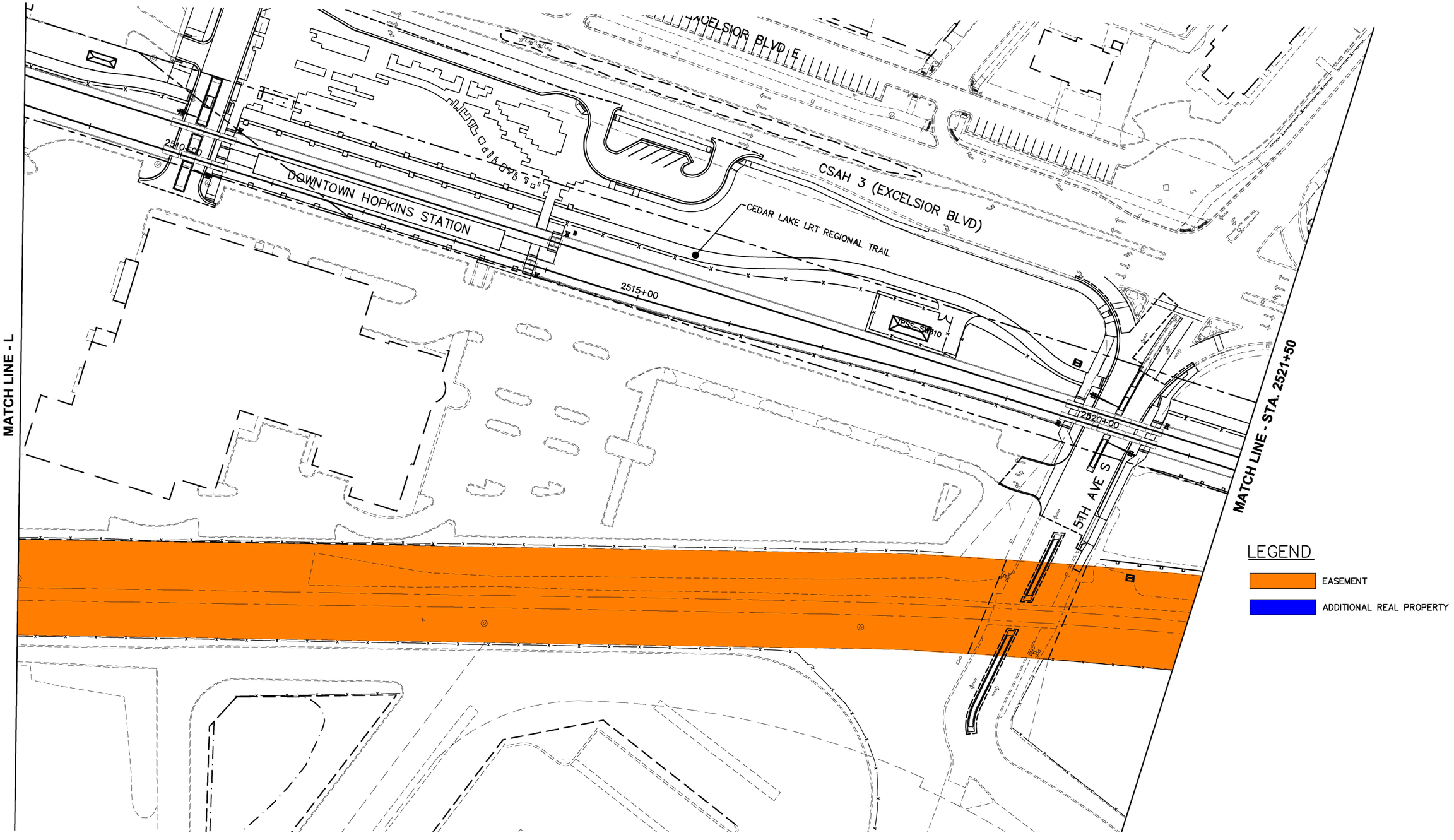
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 12 OF 29

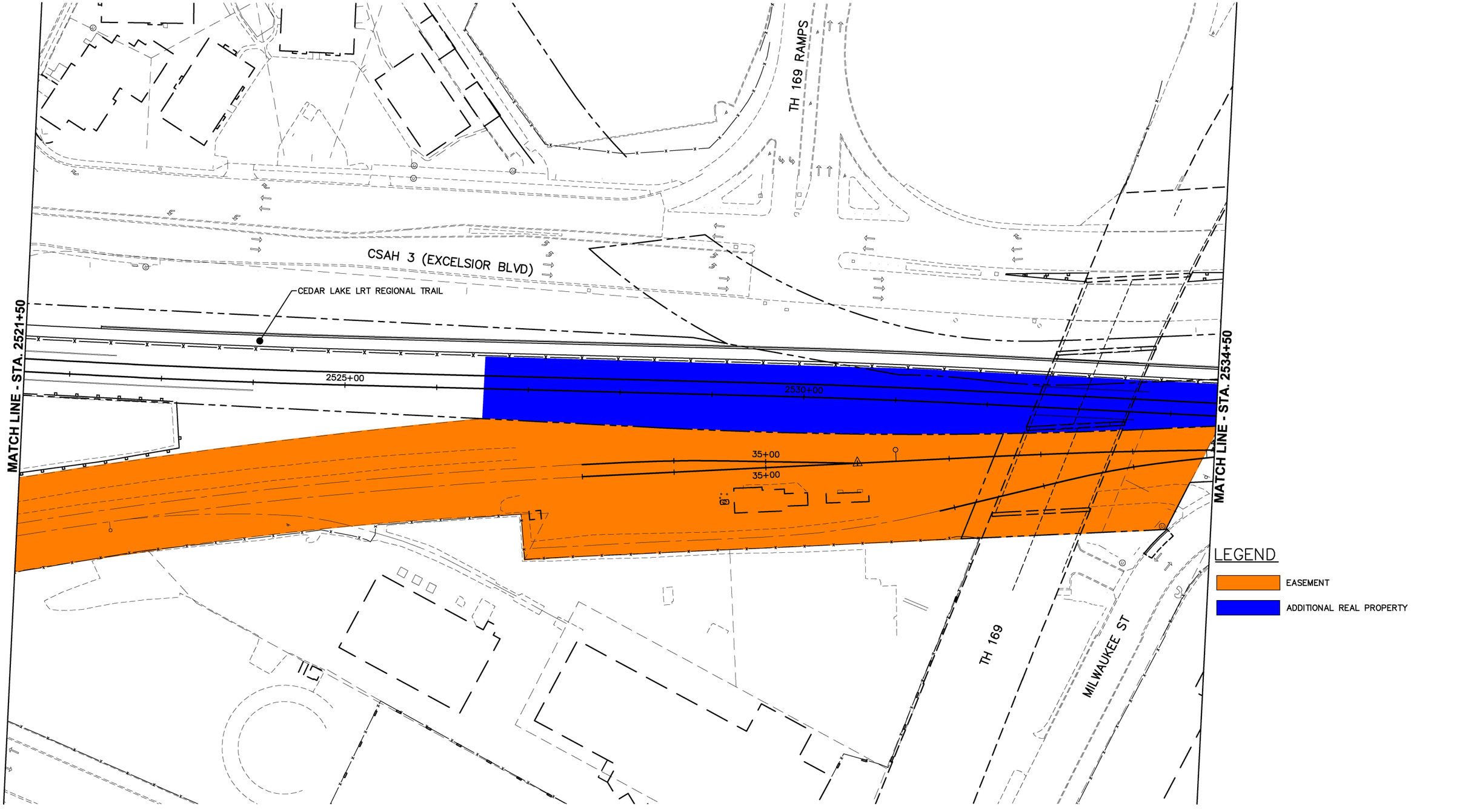
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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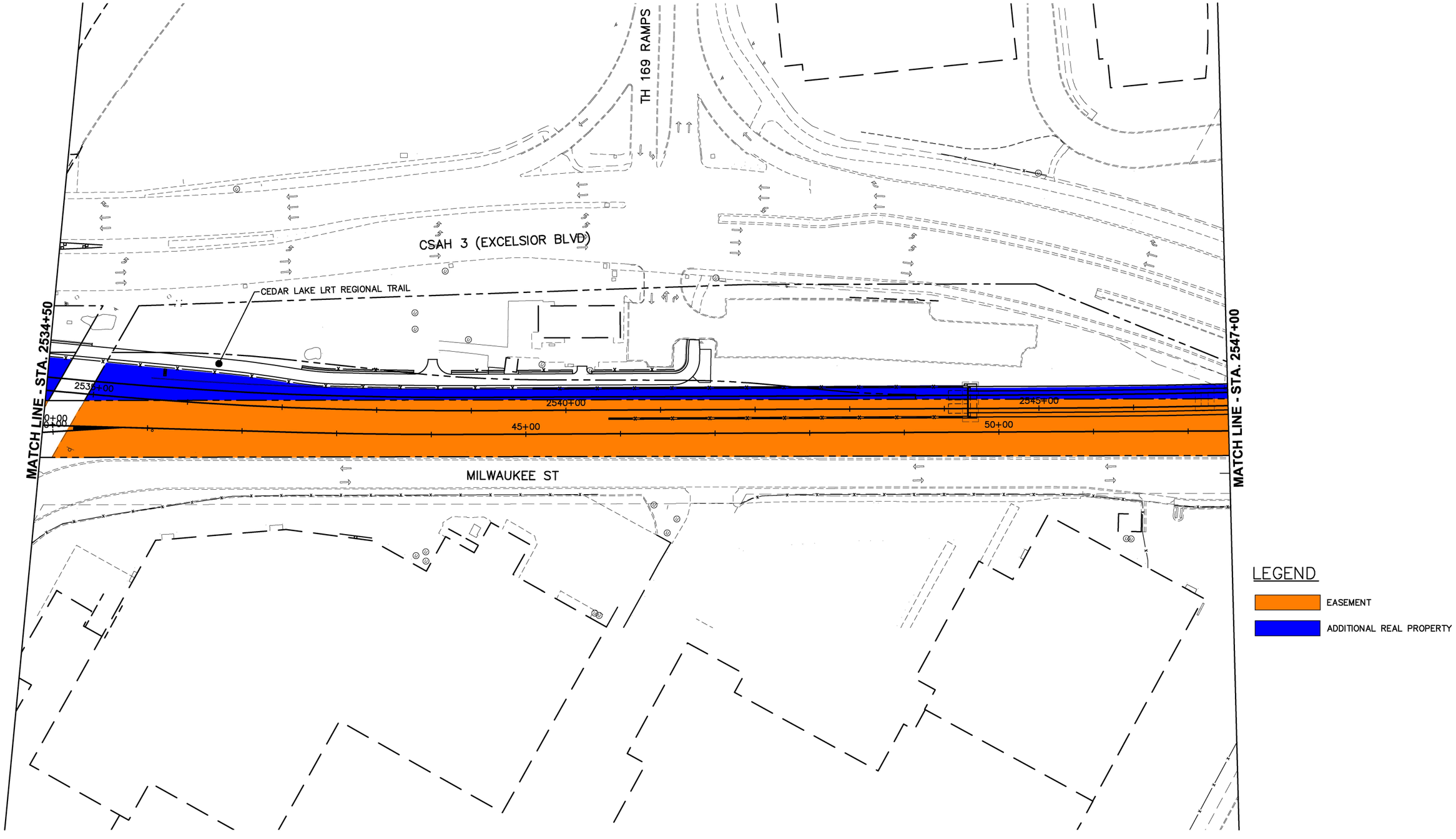
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 14 OF 29

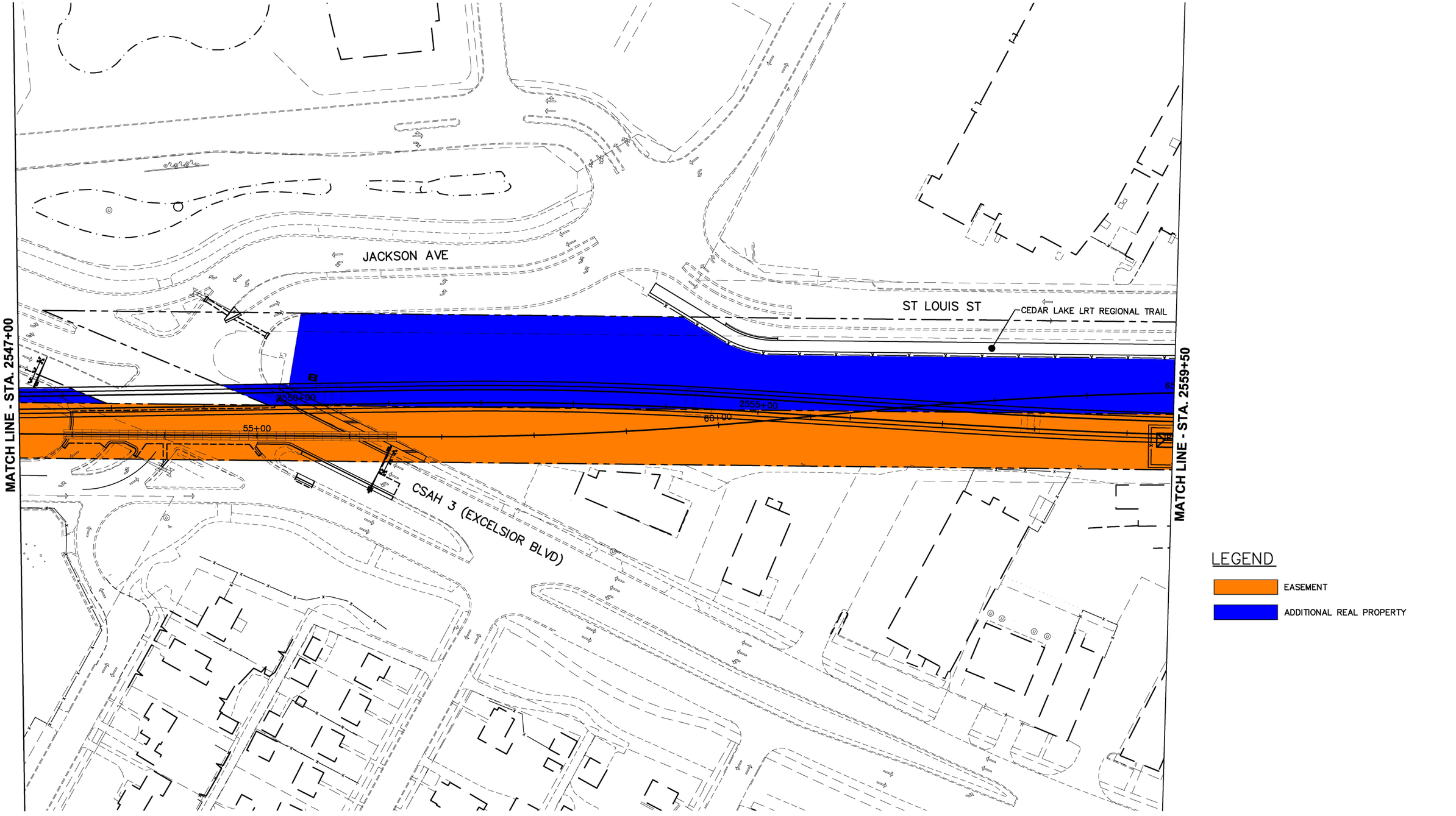
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 15 OF 29

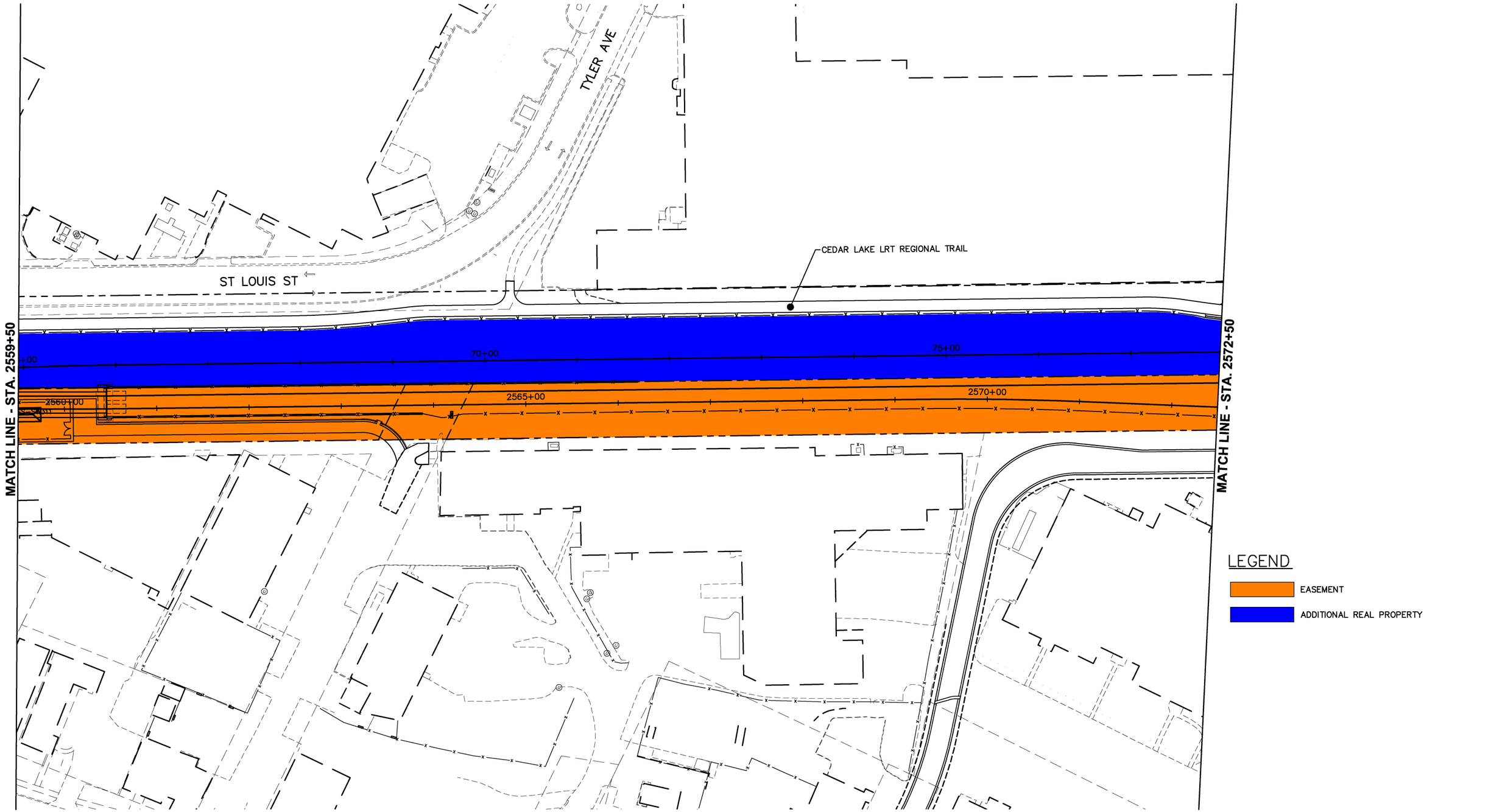
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 16 OF 29

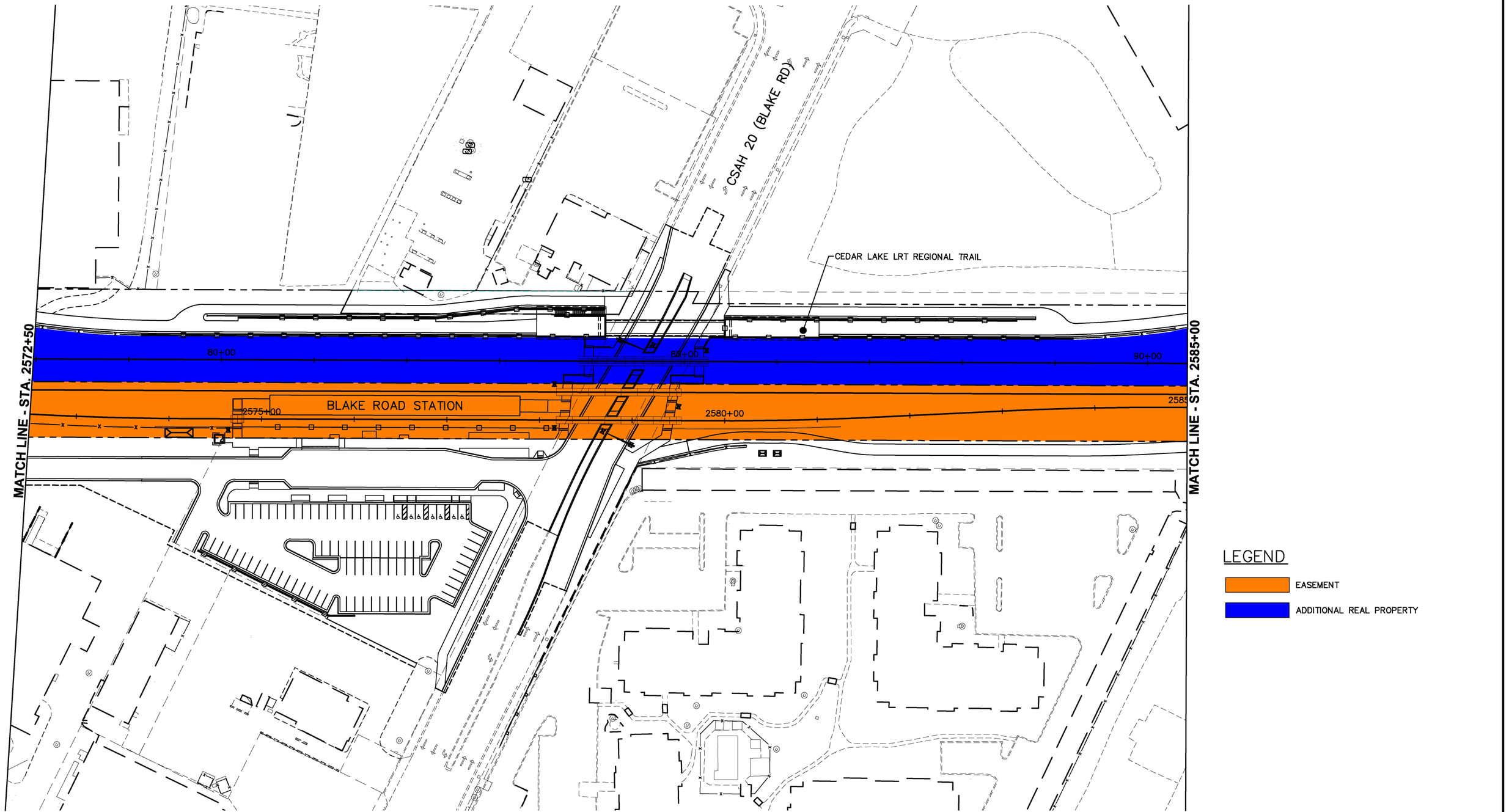
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 17 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 18 OF 29

Rev 0
02/28/2018

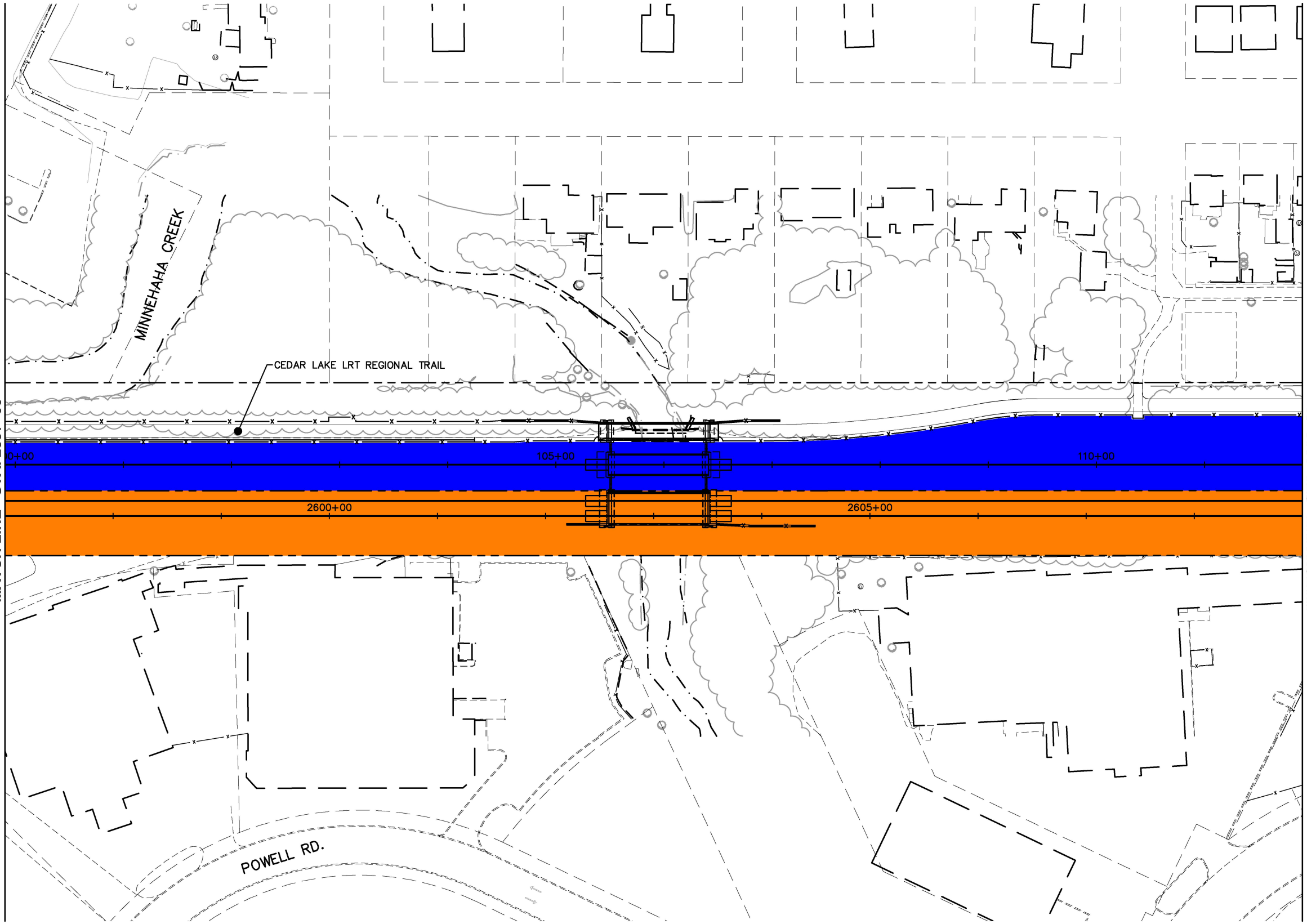
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 19 OF 29

Rev 0
02/28/2018

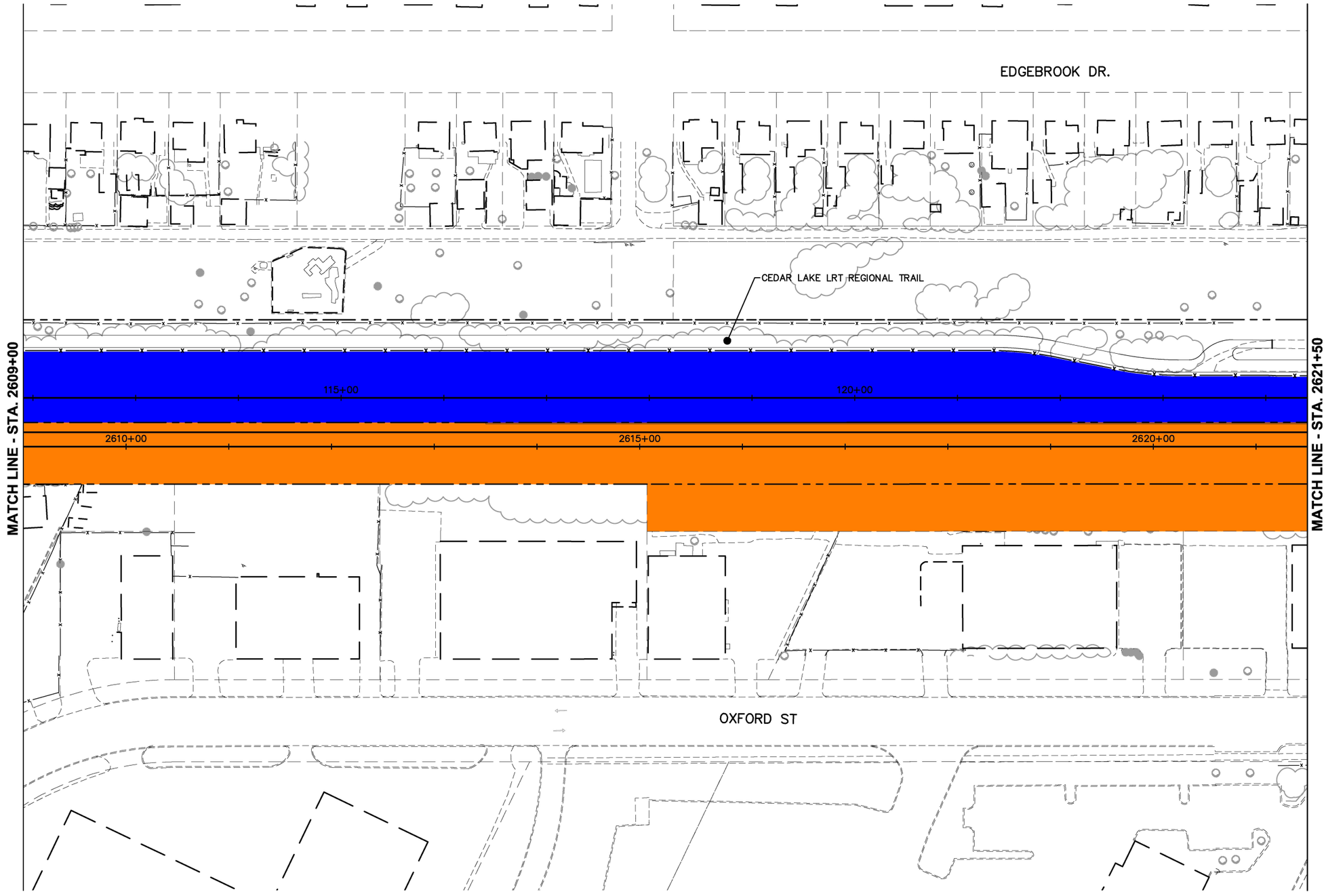
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 20 OF 29

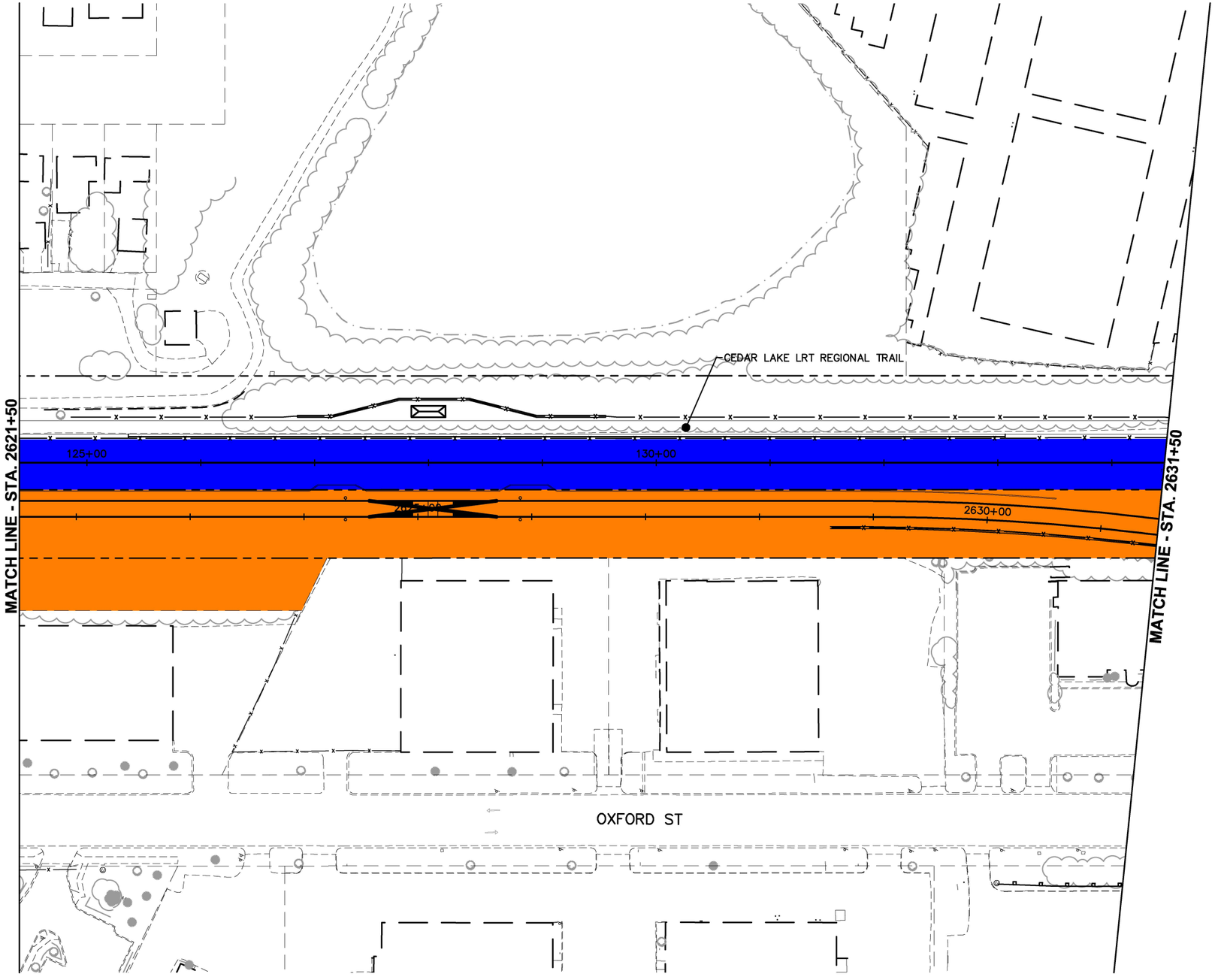
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METROPOLITAN COUNCIL

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 21 OF 29

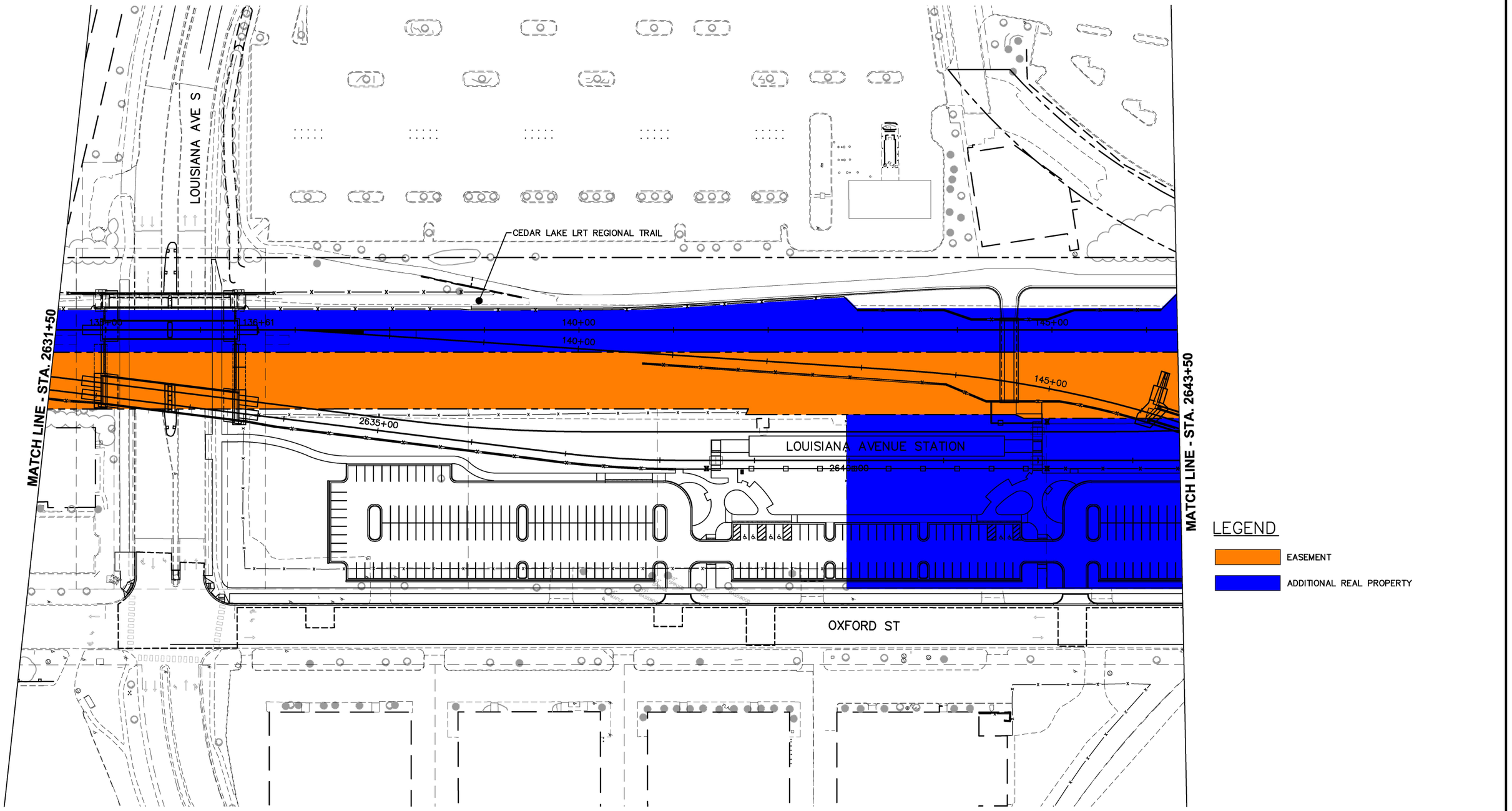
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 22 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 23 OF 29

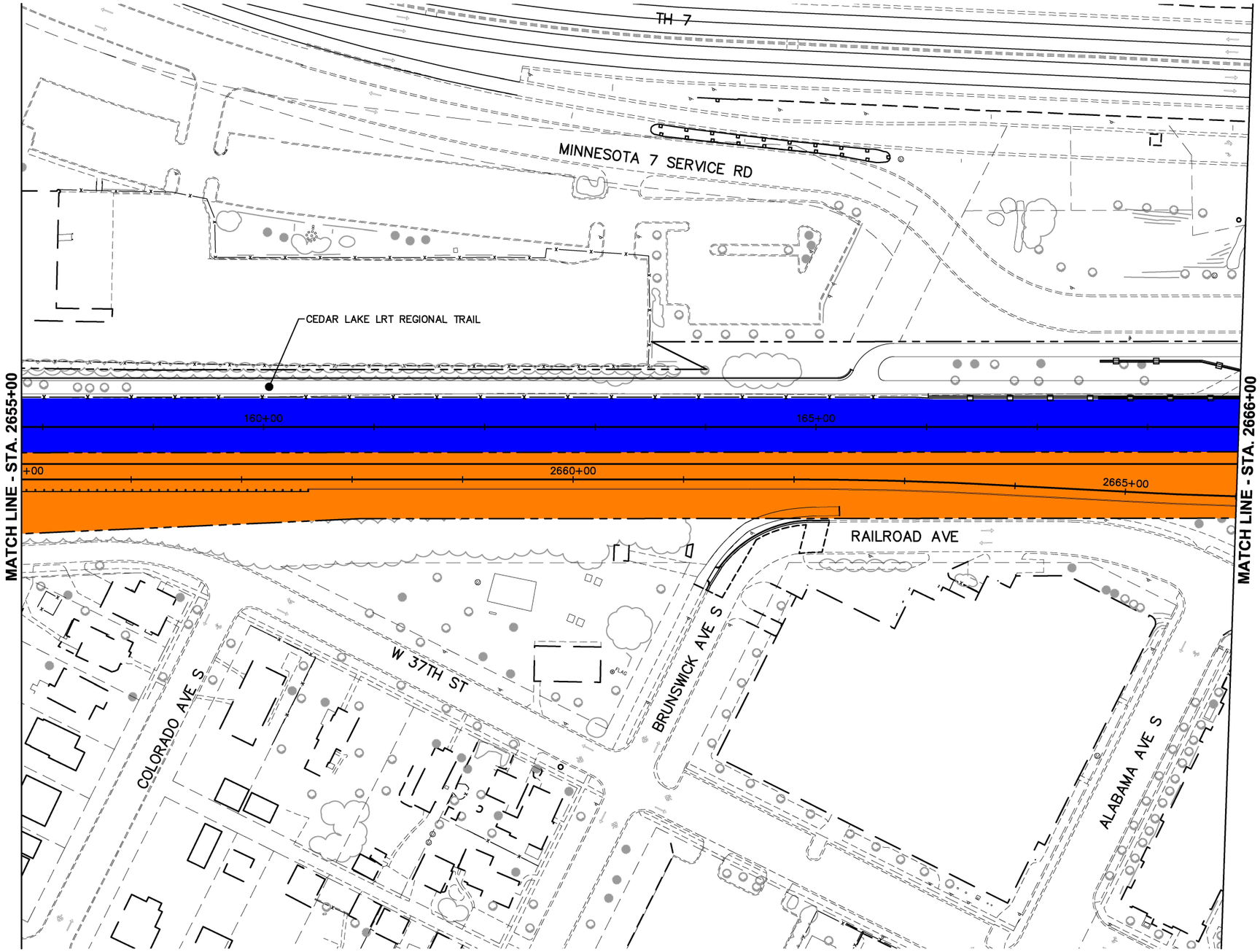
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 24 OF 29

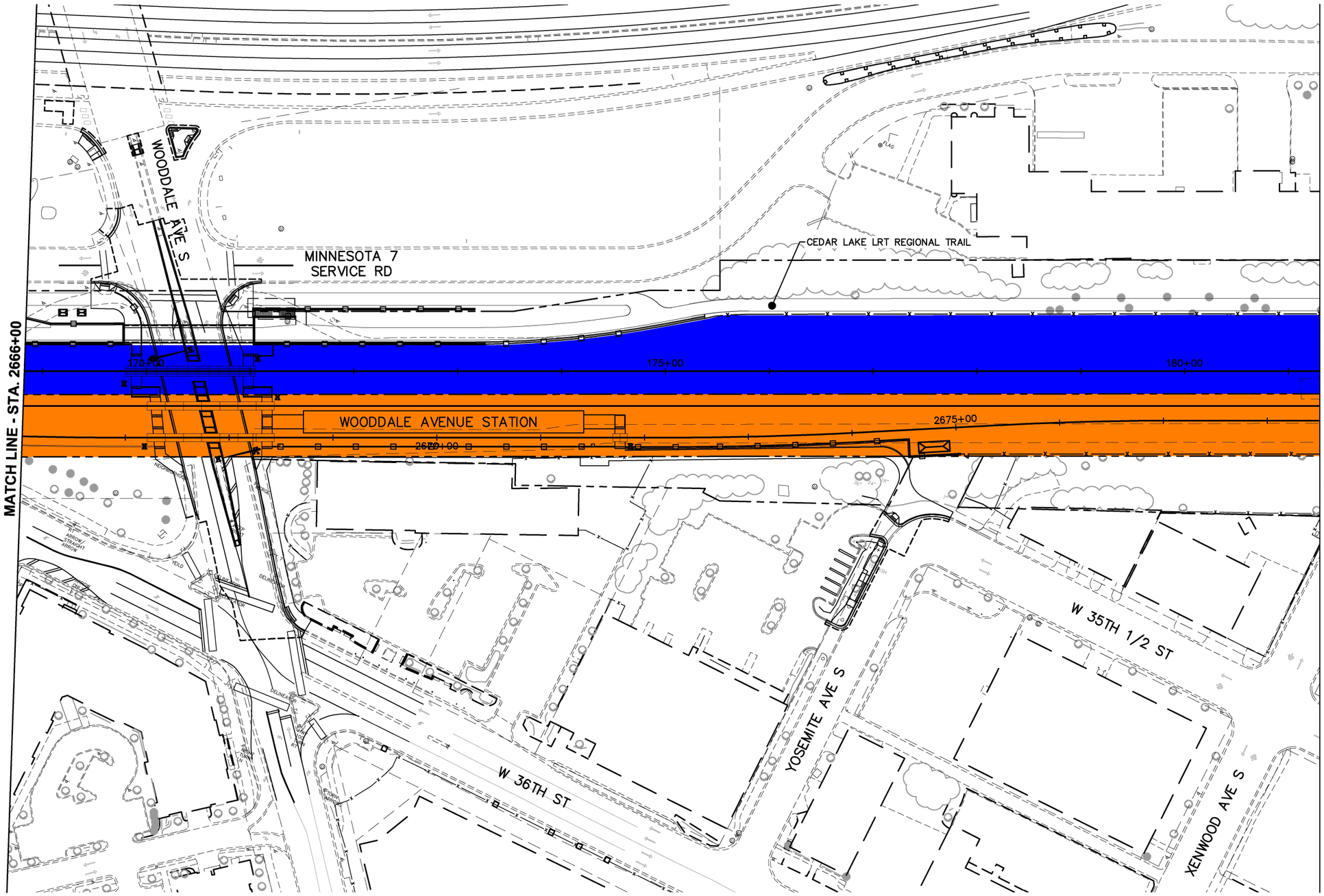
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 25 OF 29

Rev 0
02/28/2018

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METROPOLITAN COUNCIL

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MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 26 OF 29

Rev 0
02/28/2018

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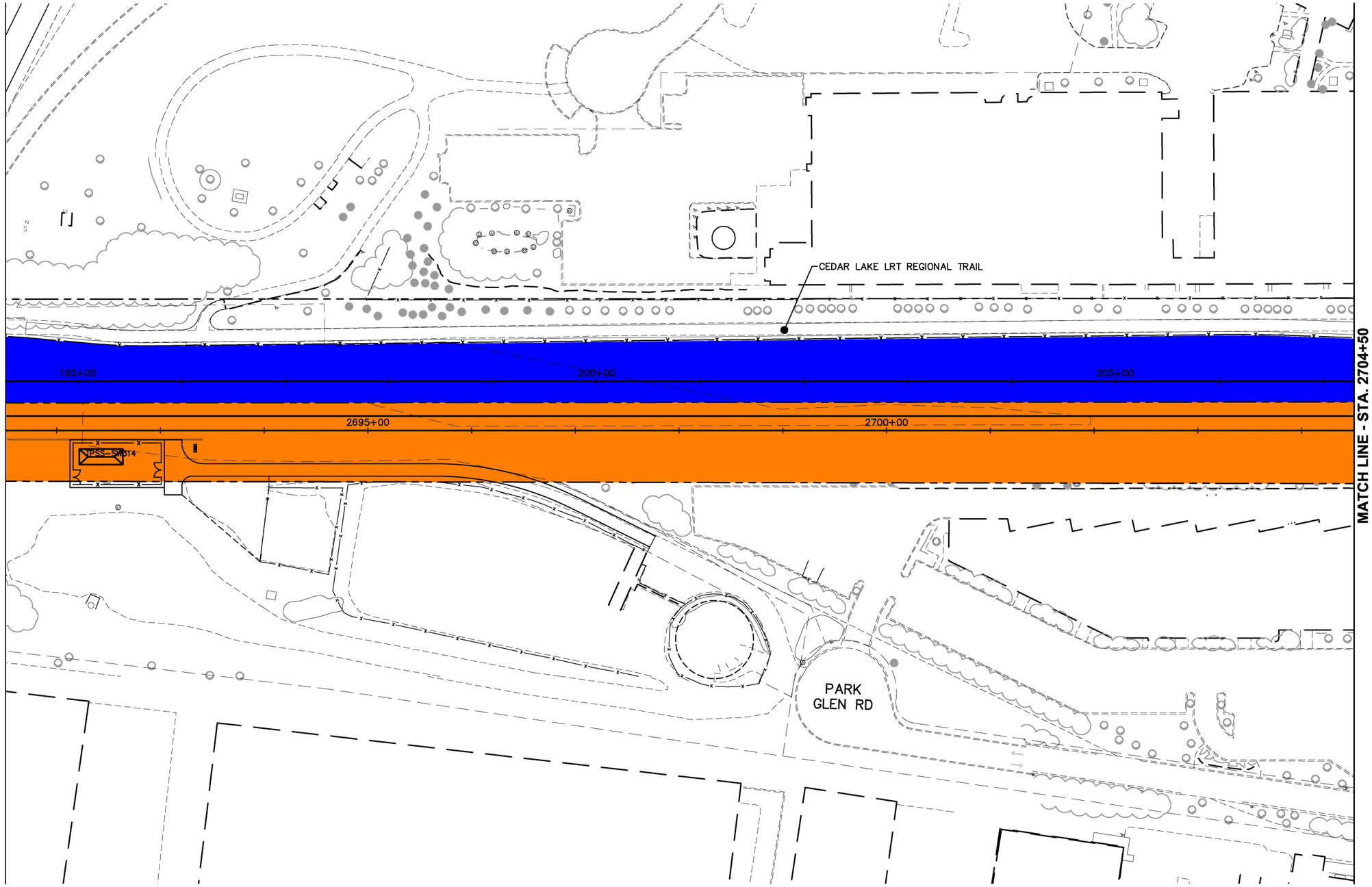
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 27 OF 29

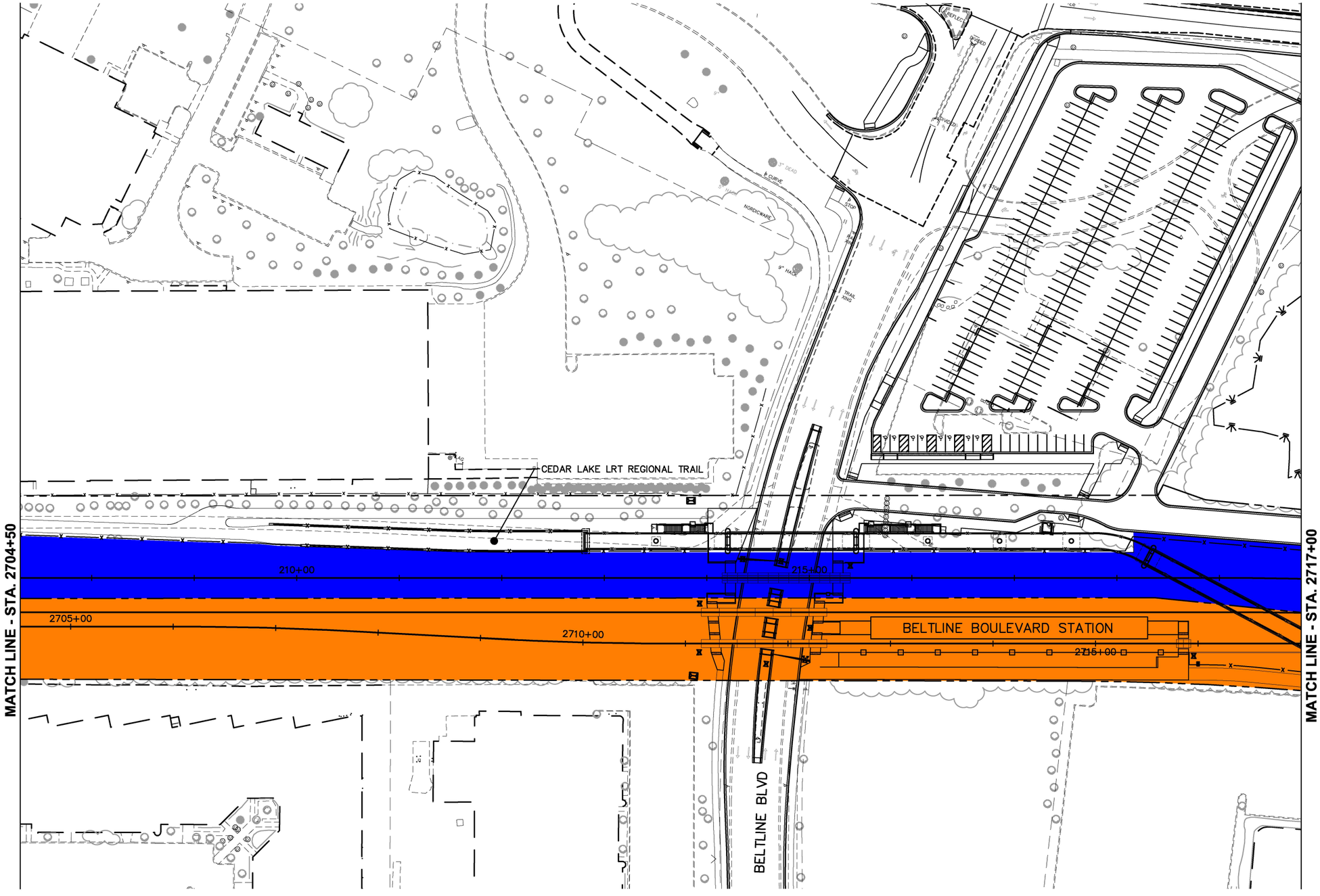
Rev 0
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 28 OF 29

Rev 0
02/28/2018

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 29 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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Exhibit 4c: Joint and Cooperative Exercise of Powers Agreement

Council No. 18I022

HCRRA No. A188711

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 Statues 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:	To HCRRA:
Metropolitan Council	Hennepin County Regional Railroad Authority
Attn: Regional Administrator	Attn: Executive Director
390 Robert Street North	A2300 Hennepin County Government Center
Saint Paul, Minnesota 55101	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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

By: _____
Executive Director

Date: _____

Date: _____

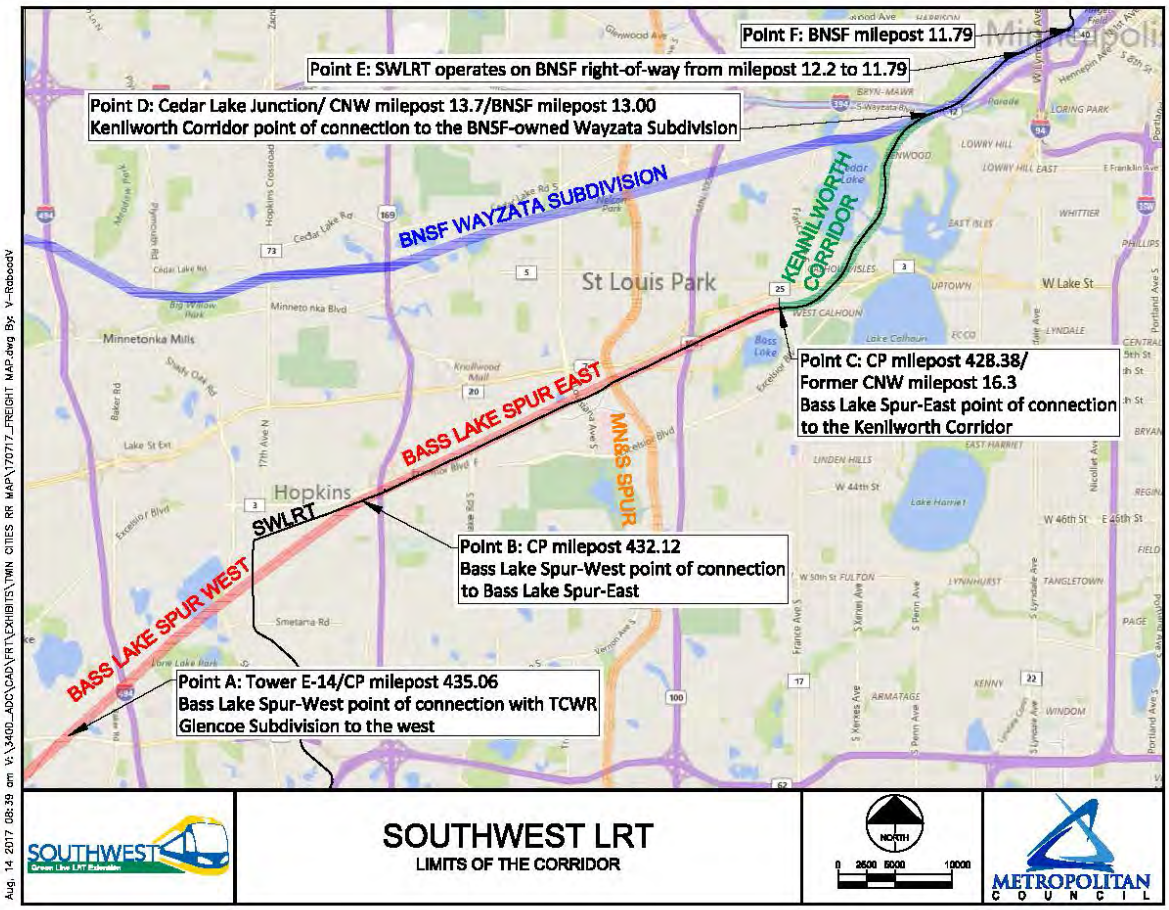
HENNEPIN COUNTY acknowledges its rights as a third-party beneficiary as provided in Section 14.

By: _____

Date: _____

EXHIBIT A

Limits of the Corridors



Aug. 14, 2017 08:39 am V:\3400_ADC\CAD\FRT\EXHIBITS\TWIN CITIES RR MAP\170717_FREIGHT MAP.dwg By: V--RobosdV

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 4d: Kenilworth Trackage Rights Agreement

A18158
HCRRA: Contract No. ~~A1858~~
August 3, 1998

TRACKAGE RIGHTS AGREEMENT
BETWEEN
SOO LINE RAILROAD COMPANY,
TWIN CITIES & WESTERN RAILROAD COMPANY
AND
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

THIS Agreement, made and entered into this 10th day of August, 1998 by and between the SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific Railway (hereinafter sometimes called "Soo"), TWIN CITIES & WESTERN RAILROAD COMPANY, a Minnesota corporation (hereinafter sometimes called "TCW") and the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of the State of Minnesota (hereinafter sometimes called the "Authority").

RECITALS

The Authority presently owns a line of railroad approximately 2.5 miles in length, extending from a point of connection with Soo trackage in the City of St. Louis Park, in the vicinity of Lake Street and the westerly city limits of the City of Minneapolis, northeasterly to a point of connection with trackage owned and operated by The Burlington Northern and Santa Fe Railway Company in the vicinity of Cedar Lake, in the City of Minneapolis. The Authority acquired the right-of-way, bridges and other related structures, but not the trackage, west from the Chicago and North Western Transportation Company (hereinafter called "CNW") in 1984. CNW retained ownership of the trackage, including rails and ties, and was granted an easement to continue freight service over said line of railroad.

On July 26, 1993, CNW granted overhead trackage rights to Soo and TCW over said trackage, subject to an Operating Agreement dated December 31, 1990 between CNW and the Authority.

CNW subsequently abandoned its operating rights over said railroad line and sold its interest in the trackage, including rail and ties, to the Authority. The Authority acquired the trackage subject to the trackage rights held by the Soo and TCW.

Soo and the Authority entered into an Agreement dated December 23, 1992 in which the parties agreed to cooperate in obtaining a rail route alternative to the 29th Street trackage in the City of Minneapolis, being acquired by the Authority pursuant to said Agreement. The Cedar Lake line of railroad described in the first recital has been identified by the parties as an alternative route under the December 23, 1992 Agreement.

The Soo and TCW desire to commence operations over this trackage on or after the date of this Agreement as a result of the implementation of the earlier agreements mentioned above.

The parties, therefore, agree as follows:

SECTION 1 - DEFINITIONS

1.1. "Agreement" shall mean this Agreement dated _____, 1998. All references in this document to Exhibits are to those attached to, and made a part of, this Agreement.

1.2. "Rail Line" is defined as the trackage and underlying right-of-way formerly owned by the CNW, extending from a point of connection with Soo Line trackage at or near CNW milepost 16.2 in the City of St. Louis Park, easterly to CNW milepost 13.7 at a point of connection with BNSF in the City of Minneapolis.

1.3. "Rail Corridor" shall mean the area where a right of use is created by this Agreement providing for operation by Soo and TCW over the Rail Line consisting of a corridor 50 feet in width centered on the Rail Line, except where the Authority does not own sufficient land to provide a 50-

foot corridor, and where the Kenilworth Trail as described in Section 1.5 is to be located less than 25 feet from the center line of the Rail Line. The Rail Corridor is further described in Exhibit (A).

1.4 "Railroad(s)" shall mean the Soo and TCW.

1.5 "Kenilworth Trail" shall mean the public trail described in Exhibit (B) attached hereto.

1.6. "Sole Employees" and "Sole Property" shall mean employees, agents, contractors, passengers, invitees, railroad and motor vehicle equipment, including lading, and other equipment of each of the parties or their agents or contractors while engaged in, or about to engage in, maintaining, using, operating, constructing, repairing, renewing, replacing and improving the trackage in the Rail Corridor, or in switching or handling railroad cars of the respective parties hereto.

1.7. "Taxes" shall mean lawfully imposed real estate taxes and assessments including, but not limited to, special assessments.

1.8. "Trackage" shall mean all rail, cross ties, related track appliances such as spikes and tie plates (sometimes known as "other track material"), ballast, all grade crossing signals and other signal and communication equipment located upon the Rail Line, and including trackage laid in and across public streets and highways.

SECTION 2 - GRANT OF RIGHTS

2.1. Subject to the terms and conditions in this Agreement, Authority grants to Soo and TCW, and their respective permitted assigns, non-exclusive rights to conduct railroad operations over the Rail Line within the Rail Corridor for the operation of freight trains, occasional passenger trains, locomotives, cabooses , rail cars, maintenance-of-way equipment and other rail equipment in common with other railroad users the Authority may admit to the joint use of the Rail Line in the future. This grant of rights shall be known as the Rail Corridor rights under this Agreement and

supersedes and replaces all other agreements, including trackage rights agreements between CNW and Soo, and between CNW and TCW, governing use of the Rail Line in the Rail Corridor.

2.2 The Authority shall convey a Railroad Easement to TCW in the form shown on Exhibit C attached.

2.3. Soo and TCW shall not have the right to set out, pick up or store cars or switch any existing or future industries on the Rail Line, or serve any industry or team tracks now or hereafter located on the Rail Line without the express written consent of the Authority. Neither Soo nor TCW may admit additional tenants, and assignment of existing operating rights shall require the consent of the Authority, except as otherwise provided in this Agreement.

2.4. Nothing in this Agreement is to be construed as establishing any common carrier status on the part of the Authority.

2.5. Soo and TCW acknowledge that, concurrent with the exercise of their rights and obligations under this Agreement, the City of Minneapolis will exercise rights granted to it by the Authority for the Kenilworth Trail (State Project No. 141-090-05) in proximity to the Rail Corridor as more fully described in Exhibit B and made a part of this acknowledgment.

SECTION 3 - RENT

3.1. The rental for use of the Rail Corridor payable by TCW or Soo, in addition to payment of any expenses provided elsewhere in this Agreement, shall be $7.50 per train mile, for each train operated by either TCW or Soo. To compute charges, the train mile rate shall be multiplied by 2.5 miles. Any movement of one or more pieces of railroad equipment over the Rail Corridor, except maintenance-of-way equipment and work trains while actually engaged in work on the Rail Corridor, shall be considered a train movement.

3.2. Rent shall be payable to the Authority quarterly. The rate of $7.50 per train mile shall be adjusted retroactively to July 1, 1992 and on each July 1 thereafter, by utilization of the Annual

Indices of Charge-Out Prices and Wage Rates (1977= 100) Series RCR, included in the "AAR Railroad Cost Recovery Index", and supplements thereto, issued by the Association of American Railroads. In making such adjustment, the final "Material prices, wage rates and supplements combined (excluding fuel)" Index for the Western District for the calendar year 1990 shall be compared to the final Index for the calendar year immediately preceding the year in which such adjustment is to become effective. Said Train Mile Rate shall then be adjusted by the percentage of increase or decrease, as the case may be, in the Index of the year to be escalated as related to the year 1990, provided, however, that said Train Mile Rate shall never be less than $7.50. If the Association of American Railroads, or any successor organization or association, discontinues such Index, an appropriate substitute for determining in a similar manner the percentage of increase or decrease in the Train Mile Rate shall be agreed upon by the parties hereto.

3.3. At such time as use of, and the right to use, the Rail Corridor is terminated by written notice by either Soo or TCW, the terminating party shall have no further obligation to pay rental to the Authority and shall have no claim against the Authority for any payment of any kind, except as may have arisen prior to such termination or by reason of other provisions of this Agreement. At such time as TCW relinquishes its right to use the Rail Corridor, Soo shall become obligated to pay a minimum Annual Rental until such time as Soo provides written notice to the Authority of its intention to permanently abandon Railroad rights to use the Rail Corridor. Soo shall be obligated to pay a minimum Annual Rental of $10,000 for any year in which rentals payable in accordance with Sections 3.1 and 3.2 do not reach $10,000. In such case, the minimum Annual Rental payment shall be in lieu of rental required under Section 3.1 and Section 3.2.

SECTION 4 - MAINTENANCE, CONTROL AND OPERATIONS

4.1. TCW shall have the exclusive management, direction and control of the Rail Corridor, including the obligation to dispatch rail traffic, at its sole cost and expense. In dispatching,

directing and controlling use of the Rail Corridor, TCW shall not discriminate against the trains of Soo or any other railroad tenants admitted to use of the rail line. In the event the Authority seeks to admit additional railroad tenants to use of the Rail Line, the Authority agrees to require such tenant to agree to terms, including liability, substantially as contained in this Agreement. The parties agree to renegotiate this Section 4 in the event any additional railroad tenants are admitted to use of the Rail Line by the Authority in order that additional costs incurred by TCW that are attributable to such additional tenants may be fairly compensated.

4.2(1) TCW shall perform all construction, derailment and wreck clearing, maintenance, repair and renewal of the Trackage, including any additions Soo or TCW may deem necessary or desirable for the safe and efficient operation of all trains. Any additions deemed necessary or desirable for the safe and efficient operation of trains will be paid for by the Railroad or Railroads requesting the same. The cost of derailment and wreck clearing are governed by Section 10. The Authority shall reimburse TCW for construction, maintenance, repair and renewal costs, as outlined in Section 4.3. The provisions of Sections 4.2(2) through 4.2(6) shall control as between the Railroads in the case of conflict with other provisions of this Agreement.

4.2(2) TCW shall employ all persons necessary to operate, maintain, repair and renew the Rail Corridor. TCW shall be bound to use only reasonable and customary care, skill and diligence in the operation, maintenance, repair, renewal and management of the Rail Corridor and Soo shall not, by reason of TCW's performing or failing, or neglecting to perform any operation, maintenance, repair, renewal or management of the Rail Corridor, have or make against TCW any claim or demand for delay, loss, damage, destruction, injury or death whatsoever resulting from TCW's performance, failure or neglect, except as otherwise provided in Section 10.3.

4.2(3) Soo, 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 TCW for the safe and efficient operation of trains over the Rail Corridor.

4.2(4) If the use of the Rail Corridor is at any time interrupted or traffic over the Rail Corridor is delayed for any cause, TCW shall, with reasonable diligence, restore the line for the passage of trains of the parties. Neither Railroad shall have or make any claim against the other for loss or damage of any kind resulting from such interruption or delay.

4.2(5) The operation of Soo over the Rail Corridor shall at all times be in accordance with the General Code of Operating Rules, or such other rules as TCW and Soo agree upon, TCW timetables, bulletins, instructions and restrictions, but such rules, instructions and restrictions shall be reasonable, just and fair between all Railroads using the Rail Corridor and shall not unjustly discriminate against any of them. TCW shall provide Soo with a copy of existing rules and instructions and provide Soo with prior, written notice of any changes in such rules or instructions. These rules and instructions shall include, but not be limited to, General Code of Operating Rules, Timetables, Special Instructions, Bulletins, General Orders and authoritative directions of Train Dispatchers and Operating Officers and all applicable federal statutes and regulations regarding railroad safety.

4.2(6) All employees of Soo engaged in the operation of Soo trains over the Rail Corridor shall be required to qualify, at Soo's expense, to operate over the Rail Corridor. TCW shall have the right to bar Soo employees from service over the Rail Corridor for cause until such time the barred individual is deemed to be qualified.

4.3. The Authority will reimburse TCW for construction, maintenance, repair and renewal costs on an annual basis upon presentation of a complete description of work done and materials used for the preceding calendar year. The Authority shall have the right to audit such billings and

to inspect work done upon reasonable notice. The Authority's obligation to reimburse TCW for such costs shall be limited to sixty percent (60%) of the trackage rights fees paid to the Authority by all users for the calendar year during which the maintenance charges were incurred, subject to an authorized minimum expenditure for maintenance cost of $16,000 per year in any year when trackage rights fees are not sufficient to justify expenditures to that level. The authorized minimum expenditure shall be adjusted annually from $16,000 beginning July 1, 1999 and thereafter in accordance with the formula set forth in Section 3.2 hereof. The authorized expenditures for maintenance, as limited by the foregoing, shall be known as the *Maintenance Allowance.* Any unexpended Maintenance Allowance may be drawn upon in future years for authorized expenditures, including the above minimum expenditure. TCW may draw, as additional Maintenance Allowance, an amount equivalent to a maximum of 100% of the prior year's rentals as calculated under Section 3, only for the following purposes:

1. To reach the authorized minimum expenditure for maintenance of $16,000 per year; or

2. To carry out necessary bridge repairs or repairs to crossing signals.

If at any time the cumulative Maintenance Allowances justified by rental payments and this Section 4.3 are not sufficient to permit the safe and continued operation of the Rail Line, the additional maintenance and repair costs will be borne by the Authority. The Authority shall have no other obligation to reimburse TCW for construction, maintenance, repair or renewal costs, including long-term rehabilitation and capital expenditures.

4.4. Prior to commencement of operations over the Rail Corridor under this Agreement, MNDOT will arrange for rehabilitation of the Rail Line to FRA Class 2 standards. Following said commencement of operations, all maintenance, rehabilitation, renewal, reconstruction, repairs and improvements, replacement, including bridges, grade crossings and signals, will be the sole

responsibility of TCW to perform, the costs of which shall be reimbursed by the Authority, in accordance with Section 4.3.

4.5. TCW shall have a right of access over other portions of the Rail Corridor within 25 feet either side of the center line of the now existing Trackage for the sole purpose of maintaining said Trackage over the Rail Corridor, except as limited by the physical proximity of fencing for the pedestrian and bicycle trails as provided for in the Kenilworth Trail (Exhibit B). Provided, however, that TCW shall not have the right to remove trees and other vegetation found more than 15 feet either side of the center line of the now existing trackage, except for purposes of wreck clearance, track repair, visibility at grade crossings, or with the consent of the Authority.

4.6. Neither Soo nor TCW shall be permitted to erect any structures in or upon the Rail Corridor without the express written permission of the Authority. The Authority shall not construct any facility in or over the Rail Corridor where the vertical distance between the top of the rail or the ground surface of the Rail Corridor, and any part of the facility, is less than 23 feet.

4.7. Unless otherwise ordered by the State, the Authority shall not pay the expenses of any public crossing of the Rail Corridor which may be opened or improved, including all expenses of crossing protection, unless such crossings are requested or opened by the Authority. The Authority shall not be responsible for any expenses incurred by Soo or TCW as a result of activities of third parties not authorized by the Authority occupying or otherwise interfering with the Rail Corridor, except as otherwise provided in this Agreement.

4.8. The Authority will permit construction of pedestrian and bicycle trails in proximity to the Rail Line as shown in Exhibit B. At any point where a trail is located within 25 feet of the center line of the Trackage, a fence along the boundary of the trail corridor will be provided, maintained and promptly repaired at no expense to Soo or TCW by the City of Minneapolis. No

trespassing and other appropriate warning signs shall be provided by the City. The Authority will require that the City agree to the terms of this provision.

SECTION 5 - TERMINATION

5.1. The Rail Corridor rights shall become effective upon execution of this Agreement, and shall continue in full force and effect until terminated by either TCW or Soo as to the respective rights of the terminating party upon thirty (30) days' written notice, which notice may be given at any time. Trackage, other facilities and all improvements to the Rail Corridor will remain the property of the Authority. The permanent easement conveyed, however, may not be terminated by the Authority, except in accordance with this Agreement.

5.2. At such time as either Railroad desires to terminate its rights over the Rail Corridor, such Railroad shall have the obligation to obtain necessary Surface Transportation Board ("STB") and other regulatory approval that may be required. The Authority agrees to cooperate in seeking regulatory approval.

5.3. TCW and Soo will vacate all use of, and permanently terminate all rights to use, the Rail Corridor no later than thirty (30) days after a new connection between the Soo Hopkins line (TCW's current operating route) and the former Minneapolis, Northfield & Southern line in St. Louis Park (MNS connection), and between the MNS and The Burlington Northern and Santa Fe Railway (BNSF connection) becomes operational, or at such time as any other feasible alternative to use of the Rail Corridor satisfactory to TCW becomes available and is operational. The MNS connection and the BNSF connection are shown on Exhibit D attached to this Agreement.

SECTION 6 - CONDITIONS PRECEDENT

Operation over the Rail Corridor is contingent upon obtaining any required regulatory and government approvals, and any necessary corporate authorization.

SECTION 7 - TAXES

7.1. The Authority agrees to pay promptly to taxing authorities when due all Taxes, if any, duly levied on the Property with respect to the Authority's ownership, leases, air rights development, and/or operations. TCW and Soo agree to pay promptly to taxing authorities when due all Taxes, if any, with respect to their use or operations duly levied, to the extent Soo or TCW's property rights have been separately assessed by the appropriate assessing authority while either TCW or Soo are conducting operations over the Rail Corridor. To the extent TCW's property right is not so separately assessed to TCW, but the underlying fee in the Rail Corridor is assessed as railroad operating property and would be exempt except for TCW's use in operations, then TCW agrees to pay all such Taxes duly levied while conducting operations over the Rail Corridor. TCW reserves the right to protest to a taxing authority any such Taxes it deems to be unfair or excessive and may in good faith litigate and settle with the taxing authority any such protested amount. This subparagraph 7.1 will apply to Soo for any period during which Soo exercises its operating rights.

7.2. The Authority shall pay without reimbursement from Soo or TCW all Taxes, if any, attributable to any passenger transportation system installed by or at the direction of the Authority.

SECTION 8 - ASSIGNMENT RIGHT

Soo may admit a third-party operator as assignee of Soo's common carrier freight service obligation, or in connection with the sale of, or merger of, all or most of its railroad system, subject to the consent of the Authority, which shall not be unreasonably withheld, and subject to orders of the Surface Transportation Board ("STB"). TCW may admit a third-party operator as assignee of TCW's common carrier freight service obligation in connection with the sale of, or merger of all or most of its railroad system, subject to the consent of the Authority, which shall not be unreasonably withheld, subject to the orders of the STB.

SECTION 9 - OBLIGATIONS FOLLOWING TERMINATION.

Upon termination of all rights to the Rail Corridor, the parties hereto are relieved from any and all obligations relating thereto, except for any obligations which may have accrued or which may have been incurred prior to the date of such termination or in accordance with the terms of this Agreement.

SECTION 10 - LIABILITY AND ENVIRONMENTAL INDEMNIFICATION.

10.1. TCW agrees to defend, indemnify and hold harmless the Authority, its commissioners, officers, agents and employees from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of TCW, its agents, employees, customers, tenants, or invitees, occurring on or from the Rail Corridor after the effective date of this Agreement, except that portion of liability caused by, or contributed to by, acts or omissions of the Authority, its agents, employees and invitees, notwithstanding the provisions of Section 12.

10.2. Soo agrees to defend, indemnify and hold harmless the Authority, its commissioners, officers, agents and employees from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of Soo, its agents, employees, customers, tenants, or invitees, occurring on or from the Rail Corridor after the effective date of this Agreement, except that portion of liability caused by, or contributed to by, acts or omissions of the Authority, its agents, employees and invitees, notwithstanding the provisions of Section 12.

10.3 The Authority agrees to defend, indemnify and hold harmless Soo and TCW, their respective officers, agents and employees from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Authority, its commissioners, officers, agents and employees, tenants, customers or

invitees occurring on the Rail Corridor after the effective date of this Agreement, except that the Authority shall not be required to defend, indemnify or hold TCW harmless to the extent the liability is caused or contributed by acts or omissions of TCW, and the Authority shall not be required to defend, indemnify or hold Soo harmless to the extent the liability is caused or contributed by acts or omissions of Soo, notwithstanding the provisions of Section 12.

10.4 Railroads. In the event Soo commences operations on the Rail Corridor, Soo and TCW shall allocate liability as between them only as follows.

Definition: Whenever the expression "Loss or Damage" is used in this Section 10.4, 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 Railroads, or damage to or destruction of property including without limitation property of the Railroads or the Rail Corridor, in connection with operations of the Railroads over or on the Rail Corridor.

Definition: Whenever the expression "proportionally by the Railroads" is used in this Section, it means that expenses will be borne in proportion to the total trains handled by each Railroad over any part of a segment of the Rail Corridor 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 trains. In case of conflict with other provisions of this Agreement, the provisions of Section 10.4 shall control as between the Railroads.

10.4(1) The employees of either Railroad while operating, maintaining or directing operation along the Rail Corridor shall not be considered as joint employees but will remain the sole employees of either Railroad. However, when any sole employee of TCW or Soo is engaged in the

direct activity of maintaining, repairing, renewing, removing, or inspecting the Rail Corridor, or in dispatching, giving orders for or directing the movement of trains over the Rail Corridor for the common benefit of the Railroads, and Loss or Damage to TCW, Soo or a third party, arises out of such service for the common benefit of the Railroads, then the expense of the Loss or Damage shall be borne proportionally by the Railroads; provided that the terms of this Section 10.4(1) shall control in the case of conflict with the provisions of Section 10.4(3) below, but in the case of conflict with Section 10.4(2) below, that Section shall control.

10.4(2) 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 Railroad, or in connection with the presence on the Rail Corridor of locomotives, trains, cars or property of either Railroad, shall be borne and paid by the Railroads as follows:

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

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

10.4(3) Liability for Loss or Damage not involving the train or equipment of either Railroad, or where the identity of the train or equipment involved is unknown, shall be borne and paid by the Railroads as follows:

(a) Liability for Loss or Damage shall be borne by each Railroad as to its own employees (except for employees performing services for the common benefit of the

Railroads), property (other than the Rail Corridor), or property in its custody, but as to third party persons or property, employees performing service for the common benefit of the Railroads, and the Rail Corridor, the cost of Loss of Damage shall be borne proportionally by the Railroads.

(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 Rail Corridor, when caused by the locomotive, train, care or fusee of one of the Railroads, shall be handled or settled by the Railroads 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 Railroads in the first instance by TCW, and the Loss or Damage will then be borne equally by the Railroads.

10.4(4) Each Railroad 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 Railroad, its successors and assigns, from such payment; provided, however, the indemnifying Railroad shall be assigned any rights which the indemnified Railroad may have against any third party or parties for recovery of any indemnified amount.

10.4(5) In the event that both Railroads 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 Railroads, the settling Railroad shall obtain a valid and enforceable release from liability for TCW 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 Railroad shall make any such compromise or settlement in excess of $5,000 without prior, written authority of the other Railroad having liability, but any settlement made by

one Railroad in consideration of $5,000 or less shall be a settlement releasing all liability of both Railroads and shall be binding upon both Railroads.

10.4(6) In case a lawsuit or lawsuits shall be commenced against either Railroad hereto for or on account of any Loss or Damage for which the other Railroad would be solely or jointly liable under this Agreement, the Railroad thus sued shall give the other Railroad timely written notice of the pendency of such suit, and thereupon the Railroad so notified shall assume or join in the defense thereof, and if the Railroad so notified is liable therefore under this Agreement, such Railroad shall save harmless the Railroad so sued from all Loss or Damage in accordance with the liability allocation set forth in this Agreement. Neither Railroad shall be bound by any judgment against the other Railroad 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 Railroad so notified shall to the extent of its liability under this Agreement be bound by such judgment.

10.4(7) If trains, locomotives or cars of Soo are wrecked or derailed on the Rail Corridor, TCW shall arrange to pick up and remove said equipment, and Soo 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 TCW does not have the necessary personnel or equipment, Soo 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 Soo's employees, then in such event Soo may, at its sole expense, rerail such equipment unless TCW's supervisory employees direct otherwise.

10.4(8) It is understood and agreed that a number of vehicular crossings on the Rail Corridor presently exist, or may be constructed. Soo 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 TCW and will hold TCW harmless from any claim, demand or cause of action arising out of any crossing accident on the Rail Corridor in which the engines, cars or trains of Soo only are involved; provided, however, that nothing in this Section 10.4(8) shall relieve TCW or Soo from liability arising from its gross negligence or intentional acts.

10.5. Soo shall remediate any environmental pollution or contamination on the Rail Corridor that is in violation of any applicable environmental statute ,ordinance, rule or regulation which first occurred during its period of use and was caused by Soo or its invitees. Soo shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any such conditions on the Rail Corridor caused by Soo, or its invitees during Soo's period of use, including conditions caused by Soo or its invitees which affect other lands. Soo expressly agrees that the obligations it hereby assumes shall survive cancellation of this Agreement. Soo agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until the Authority discovers any such conditions and Soo hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

10.6. TCW shall remediate any environmental pollution or contamination on the Rail Corridor that is in violation of any applicable environmental statute, ordinance, rule or regulation which first occurred during its period of use and was caused by TCW or its invitees. TCW shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any such conditions on the Rail Corridor caused by TCW, or its invitees during TCW's period of use, including conditions caused by TCW or its invitees which affect other lands. TCW expressly agrees that the obligations it hereby assumes shall survive cancellation of this Agreement. TCW agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until the Authority discovers any such conditions and TCW hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

10.7. Authority shall have the right, but not the duty, to enter upon the Rail Corridor from time to time as set forth below to inspect the Rail Corridor for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Authority may enter the Rail Corridor upon 24 hour notice to TCW and Soo, and may enter the Corridor in the case of an emergency, without prior notice, but the Authority shall give TCW and Soo immediate notice of the emergency. Authority shall conduct any such inspections or testing so as to not to interfere with Soo's and TCW's operations and shall provide sufficient notice of actions that might impair safe train operation. Authority's entry on to the Rail Corridor pursuant to this paragraph shall not relieve Soo's and TCW's obligations to pay rent under this Agreement.

10.8. At the request of the Authority, Soo (if Soo commences operations over the rail corridor) and TCW shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the Rail Corridor for which they respectively appear to be responsible. For any contaminated areas, Soo's and TCW's respective contractor shall provide remediation recommendations to the Authority, and shall provide remediation as may be required by law. Copies of the results shall be forwarded to the Authority to ensure that the Rail Corridor is returned to the Authority reasonably free of contamination and in compliance with all applicable environmental law, ordinances, regulations and requirement. The provisions of this paragraph shall survive the termination of this Agreement.

Notwithstanding the foregoing, Soo and TCW is not responsible, by virtue of the terms of this Agreement, for any testing or sampling costs resulting from contamination existing on the Rail Corridor prior to their respective use or occupancy of the Rail Corridor, or which was not caused by TCW or Soo or their invitees, or where no contamination was found.

10.9. Each party shall give the other parties prompt written notice of any and all claims or suits arising from operations on or about the Rail Corridor.

10.10. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of the Authority's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466. Further, the Authority's obligations set forth in this Section and otherwise in this Agreement, are expressly limited and governed by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, and any other applicable law or regulation.

SECTION 11 - INSURANCE.

11.1 TCW, 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 TCW is or may be subject under this Agreement. Such policy shall name Soo as an additional insured which shall provide the following total 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 $10,000,000 (ten million dollars) with a maximum deductible of $100,000 (one hundred thousand dollars) per occurrence. Such coverage shall include all employees and shall insure named insureds against workmen's compensation and Federal Employers' Liability Act claims. Soo agrees to cooperate in the processing of insurance claims.

11.2. If the insurance procured by TCW, pursuant to this Section, takes the form of a claims-made policy and is cancelled or allowed to expire without renewal, TCW may provide evidence of insurance that provides per occurrence and annual aggregate limits of not less than those

required pursuant to Section 11.1 Such coverage must be retroactive to the original inception date of the cancelled or non-renewed policy.

11.3. 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 TCW 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 TCW object to any such increase or modification, TCW and Soo will attempt in good faith to negotiate a resolution of their disagreement. If TCW 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 in accordance to the rules of the American Arbitration Association.

11.4. Each policy of insurance obtained by TCW 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 TCW is required to provide under this Section.

11.5. The terms and conditions of each policy of insurance obtained by TCW to satisfy the requirements of this Section will be subject to the approval of Soo, which approval shall not be unreasonably withheld or delayed. TCW will furnish to Soo's Director of Risk Management 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 TCW to provide the specific insurance coverage required by this Section.

11.6. In the event TCW fails to maintain the levels of insurance coverage required in this Section, or fails to properly notify Soo of said coverage, after giving TCW written notice of

noncompliance and then (10) days from receipt of such notice within which to comply, Soo may require TCW to suspend operations over the Rail Corridor until such time as TCW complies with the insurance requirements hereunder or otherwise provides Soo evidence of financial responsibility acceptable to Soo in its sole discretion.

SECTION 12 - REPRESENTATIONS AND WARRANTIES

Soo and TCW accept the Rail Corridor and the Rail Line in an "as is" condition, with no express or implied representations or warranties by the Authority as to the physical condition or fitness or suitability for any particular purpose, express or implied, except as otherwise provided in this Agreement. Soo and TCW are responsible for, had ample opportunity to inspect the Rail Line and are familiar with the same. As between the parties, Soo and TCW acknowledge the risks to their rail operations associated with the proximity of the Rail Line to the pedestrian and bicycle trails adjacent to the Rail Corridor. Soo and TCW do not assume liability for damages to the property of third persons or for injury to third persons by reason of Soo or TCW rail operations on the Rail Corridor nor waive any claims they might have against such third persons.

SECTION 13 - SURVIVAL

All of the terms of this Agreement, including all warranties, representations, and indemnification given by each party to this Agreement, all of which are relied upon by each party, shall survive and be enforceable after the execution of this Agreement and any subsequent transfer of title of the Property.

SECTION 14 - LAWS GOVERNING

This Agreement shall be governed to the extent applicable and not preempted by federal law, and the parties agree to be bound, by the laws of the State of Minnesota; and the parties agree to comply with or abide by all laws relevant to this Agreement governing their respective operations in the State of Minnesota.

SECTION 15 - REMEDIES FOR BREACH

Should Soo or TCW default in any payments to be made hereunder or fail to faithfully perform any of their covenants herein or violate any term or condition of this Agreement and, if such default, failure or violation shall continue for a period of sixty (60) days after the Authority shall have given Soo or TCW notice of an "event of default", the Authority may thereupon exclude Soo or TCW, as the case may be, from all the rights and privileges granted to it hereunder, and Soo and TCW shall have no claim or depend upon the authority at law or in equity on account of such exclusion. The rights and remedies granted to the parties in this Section 14 are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by any party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

SECTION 16 - ASSIGNMENT; BINDING EFFECT

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, including without limitation, any entities into or by which either of the parties is merged, combined, reorganized or acquired.

SECTION 17 - NOTICES

Unless explicitly stated to the contrary elsewhere in this Agreement, all notices and other communications required or contemplated by this Agreement must be in writing and shall be deemed given when delivered in legible form to the business address of the party to whom addressed. The business addresses of the parties are as follows:

SOO:

Mailing Address: P.O. Box 530
Minneapolis, Minnesota 55440
Attention: Director - Commercial Development

Delivery Address:	1710 Soo Line Building 105 South 5th Street Minneapolis, Minnesota 55402 Attention: Director - Commercial Development
Fax:	612/347-8064 Attention: Director - Commercial Development

TCW:

Mailing Address:	2925 - 12th Street East Glencoe, MN 55336 Attention: President
Fax:	320/864-7220

THE AUTHORITY:

Mailing Address: and Delivery	Hennepin County Regional Railroad Authority A2300 Government Center Minneapolis, MN 55487-0230 Attention: Executive Director
Fax:	612/348-8228

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed. Either party may change its business address, for notice purposes, by giving notice of the change to the other party.

ATTEST:

Title: MGR- CONTRACTS

SOO LINE RAILROAD COMPANY

By:

Its: VP

ATTEST:

Title: Assistant Secretary

TWIN CITIES & WESTERN RAILROAD COMPANY

By:

Its: Chairman

Approved as to Form

Assistant Hennepin County Attorney

Date: 8/5/98

Approved as to Execution

Assistant Hennepin County Attorney

Date: 8-6-98

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By: Mary Jamborenko
Its: Chair

and

By:
Its: Executive Director

RAILROAD EASEMENT

(reserved for valuation and tax data) (reserved for recording data)

STATE DEED TAX DUE HEREON: $_____

Date: August 10, 1998

FOR VALUABLE CONSIDERATION, the Hennepin County Regional Railroad Authority, a political subdivision and local government unit under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the Twin Cities and Western Railroad Company, a corporation under the laws of the State of Minnesota, Grantee, a railroad easement over real property in Hennepin County, Minnesota, the terms of which are set forth in Trackage Rights Agreement between the Twin Cities and Western Railroad Company, Soo Line Railroad Company and the Hennepin County Regional Railroad Authority dated August 10, 1998. The real property is described as follows:

(Legal description on Exhibit A)

Hennepin County Regional Railroad Authority

By Mary Tamboccino
Its Chairman

By Jeff Spartz
Its Executive Director

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this 10th day of August, 1998, by Mary Tamboccino and Jeff Spartz. the Chairman and Executive Director of Hennepin County Regional Railroad Authority, a political subdivision and local government unit under the laws of Minnesota, on behalf of the Authority.

Mary Ellen Hudson
Notary Public

This instrument was drafted by:

Hennepin County Regional Railroad Authority
417 North Fifth Street, Suite 320
Minneapolis, MN 55401-1362

Tax Statements for the real property described in this instrument should be sent to:

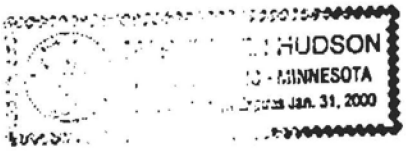
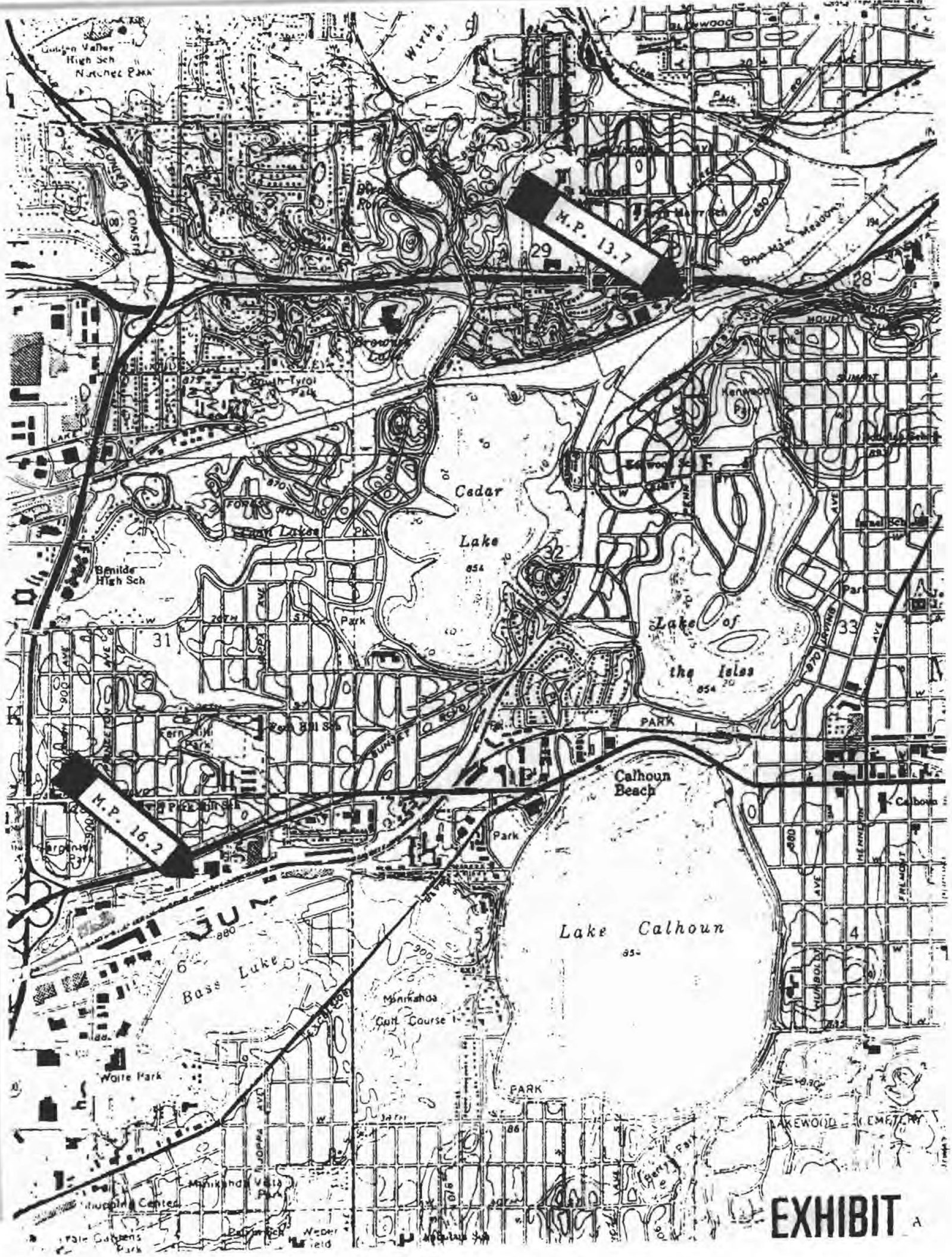


EXHIBIT A

Description of Railroad Easement

A strip of land fifty feet in width lying 25 feet on either side of the centerline of the railroad tracks extending from the point of connection with Soo Line trackage at or near Chicago North Western Railway milepost 16.2 in the City of St. Louis Park, easterly to Chicago North Western Railway milepost 13.7 at a point of connection with Burlington Northern Santa Fe Railway in the City of Minneapolis except as the width is limited by the Trackage Rights Agreement between the Twin Cities and Western Railroad, Soo Line Railroad Company and the Hennepin County Regional Railroad Authority dated Aug. 10, 1998.


M.P. 13.7
M.P. 16.2
Cedar Lake
Lake of the Isles
Lake Calhoun
Bass Lake
Calhoun Beach
Benilde High Sch
Golden Valley High Sch
Wolfe Park
Monkshood Golf Course
PARK
EXHIBIT A

A16541-1st Supplement

SUPPLEMENT TO
TRACKAGE RIGHTS AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this 30th day of July, 2002 by and between SOO LINE RAILROAD COMPANY, a Minnesota Corporation d/b/a Canadian Pacific Railway (hereinafter referred to as "Soo"), TWIN CITIES & WESTERN RAILROAD COMPANY, a Minnesota Corporation (hereinafter sometimes called "TCW"), and the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of the State of Minnesota (hereinafter referred to as "Authority"); hereinafter sometimes referred to individually as the "Party " and sometimes collectively referred to as the "Parties"

WHEREAS, the Parties entered into a Trackage Rights Agreement dated August 10, 1998 granting Soo and TCW operating rights over 2.5 miles of rail trackage and right-of-way owned by the Authority (referred to in the Trackage Rights Agreement and hereinafter referred to as the "Rail Line").

WHEREAS, the Authority has agreed to purchase certain Soo owned property (hereinafter referred to as the "Sale Property") under HCRRA Contract No. A16541 dated December 21, 2001 that extends westerly from HCRRA's 29th Street Corridor at France Avenue to a north south line at the point of connection of the Rail Line with Soo owned trackage over which Soo and TCW presently operate.

WHEREAS, the Authority has agreed to acquire from Soo approximately 330 feet of the Soo owned trackage that traverses the Sale Property (hereinafter referred to as the "Trackage").

WHEREAS, Soo and TCW require a continuation of their right to operate over the Trackage following the Authority's purchase of it in order to maintain a continuous rail route through St. Louis Park and the Authority is willing to grant such operating rights by adding the Trackage and its underlying right-of-way to the length of the Rail Line.

WHEREAS, the Authority has entered into a Permit Agreement No. 73-32001, as amended, with Suburban Hennepin Regional Park District, also known as the Three Rivers Park District (hereinafter referred to as "Parks") granting to Parks the right to construct and operate at no cost to Soo or TCW a trail on Authority owned right-of-way from Hopkins to Minneapolis including the right to cross the Rail Line.

WHEREAS, Authority will acquire the Sale Property and Trackage for future transportation uses, including, without limitations for rail, bicycle and foot travel, and anticipates that such use will include the necessity of crossing the Rail Line or the extension added to the Rail Line by this Supplement.

NOW, THEREFORE, in consideration of the mutual and dependent covenants stated herein, the Parties agree to amend the Trackage Rights Agreement as follows:

A. Substituting the following paragraphs:

1.2 "Rail Line" is defined as the trackage and underlying right-of-way formerly owned by the CNW, extending from a point of connection with BNSF in the City of Minneapolis at or near CNW milepost 13.7, to CNW milepost 16.2 in the City of St. Louis Park and westerly therefrom approximately 330 feet over trackage located on the Sale Properties to a point of connection with Soo owned trackage at or near Soo milepost 428.38, Engineering Station 381.90, at or near CNW milepost 16.3.

1.3 "Rail Corridor" shall mean the area where a right of use is created by this Agreement providing for the operation by Soo and TCW over the Rail Line consisting of a corridor 50 feet in width centered on the Rail Line, except where the Authority does not own sufficient land to provide a 50 foot corridor, and where the Kenilworth Trail as described in Section 1.5 and the SW LRT Connection as described in Section 1.9 is to be located less than 25 feet from the center line of the Rail Line. The Rail Corridor is further described in amended Exhibit A attached hereto and made apart of this Supplemental Agreement.

3.1 The rental for use of the Rail Corridor payable by TCW or Soo, in addition to payment of any expenses provided elsewhere in this Agreement, shall be $10.69 beginning July 1, 2002 per train mile, for each train operated by either TCW or Soo. To compute charges, the train mile rate shall be multiplied by 2.5625 miles. Any movement of one or more pieces of railroad equipment over the Rail Corridor, except maintenance-of-way equipment and work trains while actually engaged in work on the Rail Corridor, shall be considered a train movement.

3.2 Rent shall be payable to the Authority quarterly. The rate of $10.69 per train mile shall be adjusted July 1, 2003 and on each July 1 thereafter, by utilization of the Annual Indices of Charge-Out Prices and Wage Rates (1977=100) Series RCR, including in the "AAR Railroad Cost Recovery Index", and supplements thereto, issued by the Association of American Railroads. In making such adjustment, the final "Material prices, wage rates and supplements combined (excluding fuel)" Index for the Western District for the calendar year 2001 shall be compared to the final Index for the calendar year immediately preceding the year in which such adjustment is to become effective.

Said Train Mile Rate shall then be adjusted by the percentage of increase or decrease, as the case may be, in the Index of the year to be escalated as related to the year 2001, provided, however, that said Train Mile Rate shall never be less than $7.50. If the Association of American Railroads, or any successor organization or association, discontinues such Index, an appropriate substitute for determining in a similar manner the percentage of increase or decrease in the Train Mile Rate shall be agreed upon by the parties hereto.

4.3 The Authority will reimburse TCW for construction, maintenance, repair and renewal costs on an annual basis upon presentation of a complete description of work done and materials used for the preceding calendar year. The Authority shall have the right to audit such billings and to inspect work done upon reasonable notice. The Authority's obligation to reimburse TCW for such costs shall be limited to sixty percent (60%) of the trackage rights fees paid to the Authority by all users for the calendar year during which the maintenance charges were incurred, subject to an authorized minimum expenditure for maintenance cost of $22,800 per year in any year when trackage rights fees are not sufficient to justify expenditures to that level. The authorized minimum expenditure shall be adjusted annually from $22,800 beginning July 1, 2002 and thereafter in accordance with the formula set forth in Section 3.2 hereof. The authorized expenditures for maintenance, as limited by the foregoing, shall be known as the *Maintenance Allowance*. Any unexpended Maintenance Allowance may be drawn upon in future years for authorized expenditures, including the above minimum expenditure. TCW may draw, as additional Maintenance Allowance, an amount equivalent to a

maximum of 100% of the prior year's rentals as calculated under Section 3, only for the following purposes:

1. To reach the authorized minimum expenditure for maintenance;

or

2. To carry out necessary bridge repairs or repairs to crossing signals.

If at any time the cumulative Maintenance Allowance justified by rental payments and this Section 4.3 are not sufficient to permit the safe and continued operation of the Rail Line, the additional maintenance and repair costs will be borne by the Authority. The Authority shall have no other obligation to reimburse TCW for construction, maintenance, repair or renewal costs, including long-term rehabilitation and capital expenditures.

B. Adding the following paragraphs:

1.9. "SW LRT Connection" shall mean the public trail described in new Exhibit F attached hereto and made apart of this Supplemental Agreement.

2.6. The Parties recognize that it is the intent of Parks to cross the Rail Line at the location and in the manner identified in Exhibit F. Soo and TCW agree that they will not oppose the establishment of said trail crossing.

TCW shall, at the request of the Authority, construct said crossing and thereafter maintain, repair and renew said crossing and Authority or Parks shall reimburse TCW for such construction, maintenance, repair and renewal on an annual basis upon presentation of a complete description of work done and materials used for the preceding calendar year. Authority shall have the right to audit such billings and to inspect work done upon

reasonable notice. Such reimbursement shall be in addition to the reimbursement provided for in Section 4.2 hereof. Such reimbursement shall include the cost of warning signs and any automatic signal protection required by public authority in the future.

2.7. Additionally, the Parties recognize that upon the Authority's acquisition of the Sale Property, the Authority will have a continuous transportation corridor that runs westerly from Hiawatha Avenue in Minneapolis, Minnesota to Hopkins, Minnesota and that the Rail Line will traverse a segment of this transportation corridor. Subject to federal and state regulatory requirements applicable to the Rail Line, Soo and TCW agree that the Authority has a right at its expense to cross, go over and go under this segment for purposes of implementing future transportation uses on the corridor.

2.8 The Authority or Parks shall construct a split rail fence along the Sale Properties as shown on Exhibit F.

2.9 The Authority shall convey a Railroad Easement to TCW in the form shown on Exhibit G attached.

C. This extension of trackage rights to Soo and TCW is contingent upon proper regulatory approvals being obtained and successful completion of the Sale. It shall be effective upon transfer of title of the Sale Property and the Trackage to the Authority.

D. The trackage rights granted Soo and TCW by this Supplemental Agreement are subject to all the terms and conditions of the August 10, 1998 Agreement except as modified by this Supplement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in triplicate as of the date first written.

ATTEST:

Title: MANAGER REGIONAL CARRIERS

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

By _____
Its DIRECTOR INTERLINE

ATTEST:

Title: ASSISTANT SECRETARY

TWIN CITIES & WESTERN RAILROAD COMPANY

By _____
Its President & CEO

ATTEST:

By _____
Clerk of the Authority Board

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By _____
Its Chair

7/30/2002

and

By _____
Its Deputy/Executive Director

Approved as to Form and Execution

Assistant Hennepin County Attorney

Date: 7-29, 2002


CNW M.P. 13.7
CNW M.P. 16.2
CNW M.P. 16.3
SOO M.P. 428.38
Cedar Lake
Lake of the Isles
Calhoun Beach
Lake Calhoun
Bass
Wolfe Park
Hubbard Center
Bryn Mawr Meadows
Hawkwood
Golf Course
PARK
CEMETERY

EXHIBIT A

EXHIBIT G

RAILROAD EASEMENT

Date: _____, 20___

FOR VALUABLE CONSIDERATION, the Hennepin County Regional Railroad Authority, a political subdivision and local government unit under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the Twin Cities and Western Railroad Company, a corporation under the laws of the State of Minnesota, Grantee, a railroad easement over real property in Hennepin County, Minnesota, the terms of which are set forth in the 1st Supplement to Agreement A16541, Trackage Rights Agreement between the Twin Cities and Western Railroad Company, Soo Line Railroad Company and the Hennepin County Regional Railroad Authority dated _____. The real property is described as follows:

(Legal description on Exhibit A)

Hennepin County Regional Railroad Authority

By _____
Its Chair

By _____
Its Executive Director

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this _____ day of _____, 20___, by _____ and _____, the Chair and Executive Director of Hennepin County Regional Railroad Authority, a political subdivision and local government unit under the laws of Minnesota, on behalf of the Authority.

_____
Notary Public

This instrument was drafted by:
Hennepin County Regional Railroad Authority
417 North Fifth Street, Suite 320
Minneapolis, MN 55401-1362

#25492\05422\001\DOC

EXHIBIT A

Description of Railroad Easement

A strip of land fifty feet in width lying 25 feet on either side of the centerline of the railroad tracks extending from the point of connection with Soo Line trackage Soo Line milepost 428.38 Engineering Station 381.90 (at or near Chicago North Western Railway milepost 16.3) in the City of St. Louis Park, easterly to Chicago North Western Railway milepost 13.7 at a point of connection with Burlington Northern Santa Fe Railway in the City of Minneapolis except as the width is limited by 1st Supplement to Agreement A16541, Trackage Rights Agreement between the Twin Cities and Western Railroad, Soo Line Railroad Company and the Hennepin County Regional Railroad Authority dated _____.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made this first day of August, 2012, between the Hennepin County Regional Railroad Authority ("HCRRA"), a political subdivision of the State of Minnesota, 300 South Sixth Street, Minneapolis, Minnesota 55487, and Twin Cities & Western Railroad Company, 2925 12th Street, East, Glencoe, Minnesota, 55336 ("TCW"), collectively the "Parties."

WHEREAS, HCRRA and TCW are parties to that certain Trackage Rights Agreement dated on or about August 3, 1998, denominated HCRRA A18158, as amended from time to time ("1998 Agreement"); and

WHEREAS, pursuant to the 1998 Agreement, TCW has certain non-exclusive rights to conduct railroad operations over the Rail Line within the Rail Corridor, as those terms are defined in the 1998 Agreement; and

WHEREAS, the Parties wish to fully and finally resolve disputes over the responsibility for replacing certain rail within the Rail Corridor and payment for same; and

WHEREAS, the Parties also wish to fully and finally resolve disputes over certain expenses arising out of a derailment that occurred on October 2, 2010 (the "Derailment"),

Now, therefore, in consideration of the covenants and other obligations provided herein, the Parties make this Settlement Agreement as follows:

1. **One-Time Replacement of Rails**. The Parties agree that they will cooperate to replace the rails in the Rail Corridor on a one-time only basis per the following:

    a. The rails will be replaced in the following location: In the Kenilworth Corridor where TCW presently conducts rail operations, in an area from the junction with the BNSF line near the I-394 freeway in the vicinity of Cedar Lake in the City of Minneapolis running approximately 2.5 miles southwest to where the existing rail joins the easterly section of CP trackage near Lake Street in the City of Saint Louis Park (the "Rail Replacement Project").

    b. The rails will be replaced with rails of the following type: 115 lb. welded rail.

    c. The rails will be replaced no later than December 31, 2012.

    d. Except as may otherwise be specifically provided herein, TCW is fully responsible for all matters relating to the replacing of the rails, including but not limited to procuring the rails and any other necessary supplies or material; installing the rails; personnel; scheduling; coordination with other users of the corridor, if any; and insurance, bonding and liability.

e. Within fifteen business days of TCW's request, HCRRA will remit money for labor and materials to TCW in an amount equal to the cost of the Rail Replacement Project (but not to exceed $1.25 million). HCRRA shall have no other responsibility with respect to any matters relating to the replacement of the rails.

f. HCRRA will receive all revenues from sale of existing 100# track as scrap (either directly as net sale revenues or as a reduction in the cost of the Rail Replacement Project, depending on procurement method).

g. Prior to beginning the replacement of the rails as provided in this Section, TCW shall provide information and otherwise cooperate such that HCRRA may make reasonable and accurate notification of interested parties regarding the work.

h. If, at some future time, the Metropolitan Council determines to relocate freight operations from the Kenilworth corridor attendant to the Southwest Light Rail Transit project, TCW guarantees to purchase the 115# Kenilworth rail installed in the Rail Replacement Project from HCRRA at a price not less than thirty five percent of the original purchase price less costs for removal and transportation. In the event that the market price for the Kenilworth rail is greater than thirty five percent of the original purchase price, HCRRA will offer TCW the first right to purchase the material at the market price and, if TCW declines, HCRRA will retain the right to sell to another party. The rail repurchase agreement between HCRRA and TCW will be executed within 90 days following the commencement of rail operations by TCW on the final freight alignment determined by the Metropolitan Council.

2. **Derailment Damages, Costs or Expenses**. HCRRA agrees to reimburse TCW $65,000 for expenses resulting directly or indirectly from the Derailment.

3. **Waiver and Release of Claims**. TCW forever waives and releases all claims, counterclaims, third party actions or any other claims or causes or action of any kind, whether, past, present and future, known and unknown, for any damages or costs against HCRRA (including but not limited to HCRRA's board members, employees, consultants and agents) alleging that (1) HCRRA was or is responsible for replacing or paying for the replacement of the rails in the Rail Replacement Project or reimbursing TCW for such replacement, whether on account of the 1998 Agreement or otherwise; and (2) that HCRRA was or is responsible for any damages or costs or expenses of any kind relating to the Derailment. This waiver and release is effective the earliest of (1) November 1, 2012, or (2) completion of the Rail Replacement Project including payment by HCRRA pursuant to Section 1 of this Settlement Agreement, and payment by HCRRA of TCW's claims for damages arising from the Derailment pursuant to Section 2 of this Settlement Agreement,

4. **No Admission or Evidence of Responsibility, Liability or Damages.** In any future judicial, administrative, arbitration, or other proceeding, the parties expressly agree that no obligation, undertaking, benefit or burden of either party in this Settlement Agreement or the fulfillment of same is admissible against either party to show liability or damages or for any other purpose except to enforce the rights, duties, obligations and agreements of this Settlement Agreement. HCRRA expressly denies liability for any of the matters for which HCRRA is obligated under this Settlement Agreement, and HCRRA makes this Settlement Agreement solely as an expeditious way of resolving various disputed matters addressed herein on a one-time basis.

5. **Allocation of Responsibility for Future Replacement of Rails.** TCW agrees that replacement of rails, and all costs therefore, in the future after the replacement set forth in Section 1 is completed shall be borne by TCW and not be subject to any reimbursement obligation or any other obligation on the part of the Authority, and that this obligation undertaken by TCW herein supersedes any alleged obligation of HCRRA under the 1998 Agreement or otherwise, which obligation HCRRA denies..

6. **Binding Obligations**. The rights, duties and obligations granted and undertaken in this Settlement Agreement are binding on the Parties and any employees, directors, consultants, agents, heirs or successors of or to the Parties.

7. **Effective Date of Agreement**. This Settlement Agreement is effective upon execution by the Parties hereto, except that the waiver and release provided in Section 3 of this Settlement Agreement is effective as provided in that Section.

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AUTHORITY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

Date: 8/1/12

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
STATE OF MINNESOTA

By: _____
Chair of Its Board
Date: 8/1/12

ATTEST: _____
Deputy/Clerk of County Board
Date: 8/1/12

By: _____
Executive Director
Date: 8-1-12

By: _____
Deputy Executive Director
Date: 8/2/2012

Recommended for Approval:

_____
Department Director, Housing, Community Works and Transit
Date: 8-1-12

TWIN CITIES & WESTERN
RAILROAD COMPANY

TC&W verifies that the person who executed this Agreement is authorized to do so on behalf of TC&W as required by applicable articles, bylaws, resolutions or ordinances.

By: Mark J. Wegner

Printed Name: MARK J. WEGNER

Printed Title: PRESIDENT

Date: 8-1-12

Exhibit 4e: Partial Assignment Agreement for Bass Lake Spur Trackage

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 COUNTRY 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 __ and is incorporated herein by reference.

2. The Easement Agreement is attached hereto as Exhibit __ 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:_____

Exhibit 4f: Twin Cities Trackage Rights Agreement

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

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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]

(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

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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 SOO [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.

[redacted]

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

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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]

The adjustment formula shall be:

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

(2) (i) For Base Charge:

[redacted] = 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.

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(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.

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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 respond 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

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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:

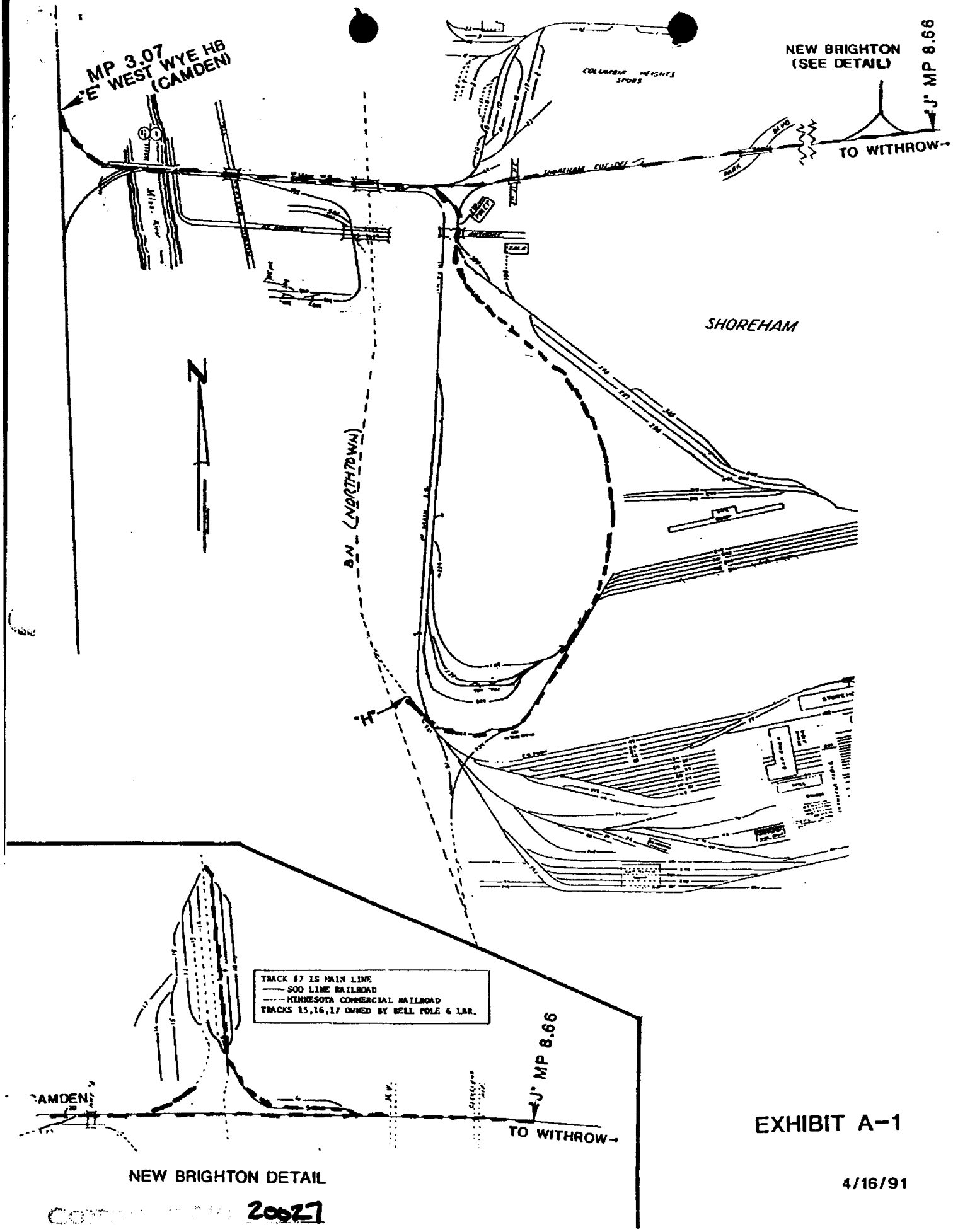
(a) SOO and Buyer shall arrange for and Buyer shall accept a route to St. Paul Yard whereby Buyer shall operate over property owned by Hennepin County Regional Rail Authority, or its successor, ("HCRRA"), from the vicinity of either Tower E-14, Hopkins, or St. Louis Park to Cedar Lake Junction (approximately 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]

[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 [redacted], but in no event shall BUYER be required to pay [redacted] 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.

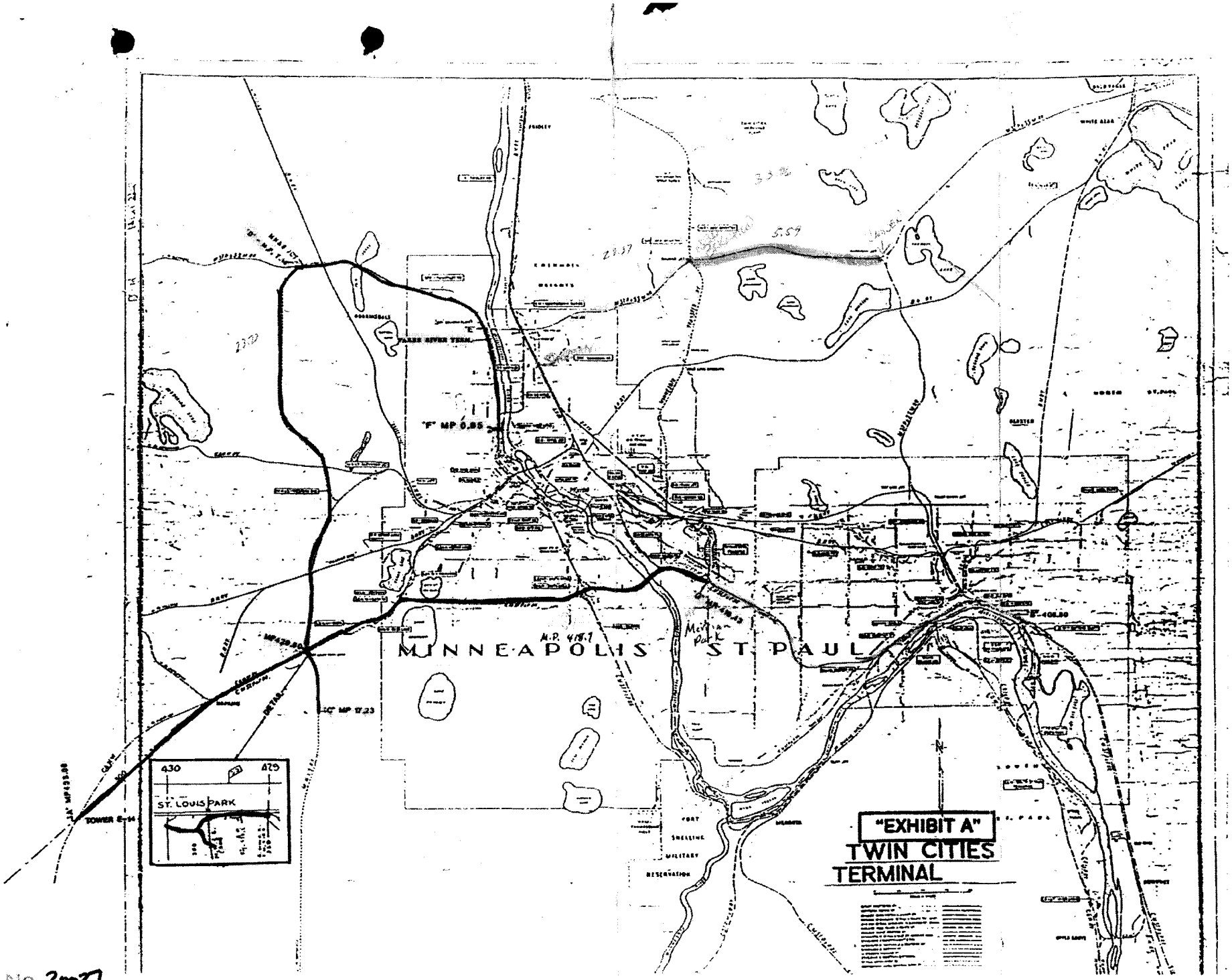


NEW BRIGHTON DETAIL

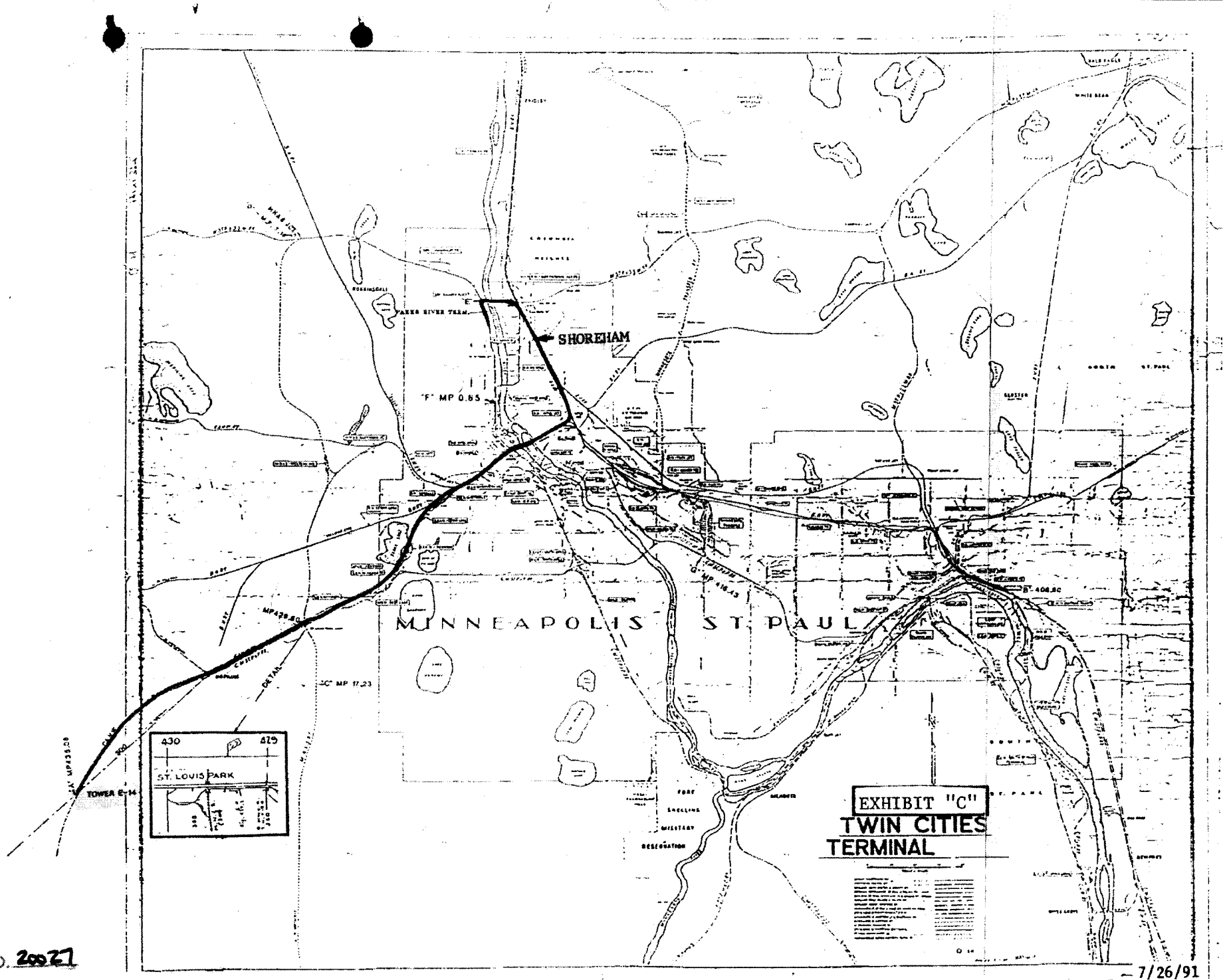
EXHIBIT A-1

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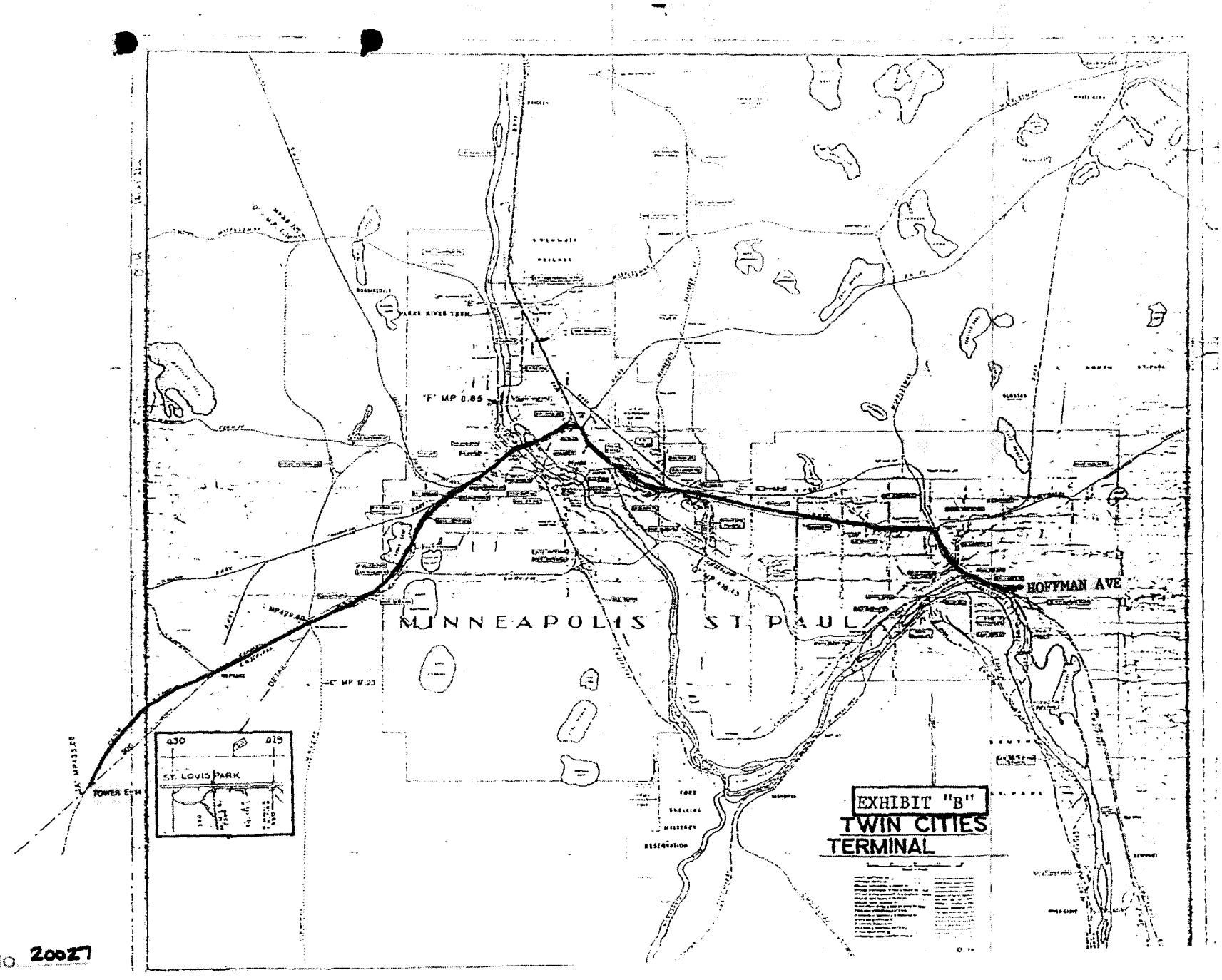


CONTRACT NO. 20027



CONTRACT NO. 20027

7/26/91



CONTRACT NO. 20027

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] 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 ommissions of parties other that 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 as 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

CP COUNTERPART
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

By _____
P. A. Pender
Vice President and
Chief Operating Officer

TWIN CITIES & WESTERN RAILROAD COMPANY

By _____
Chairman

OK as to Legal Form

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] 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) [redacted]

(b) [redacted]

2.2 [redacted]

2.3 [redacted]



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 [redacted] 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 [redacted]

its operations over Cargill-owned trackage. [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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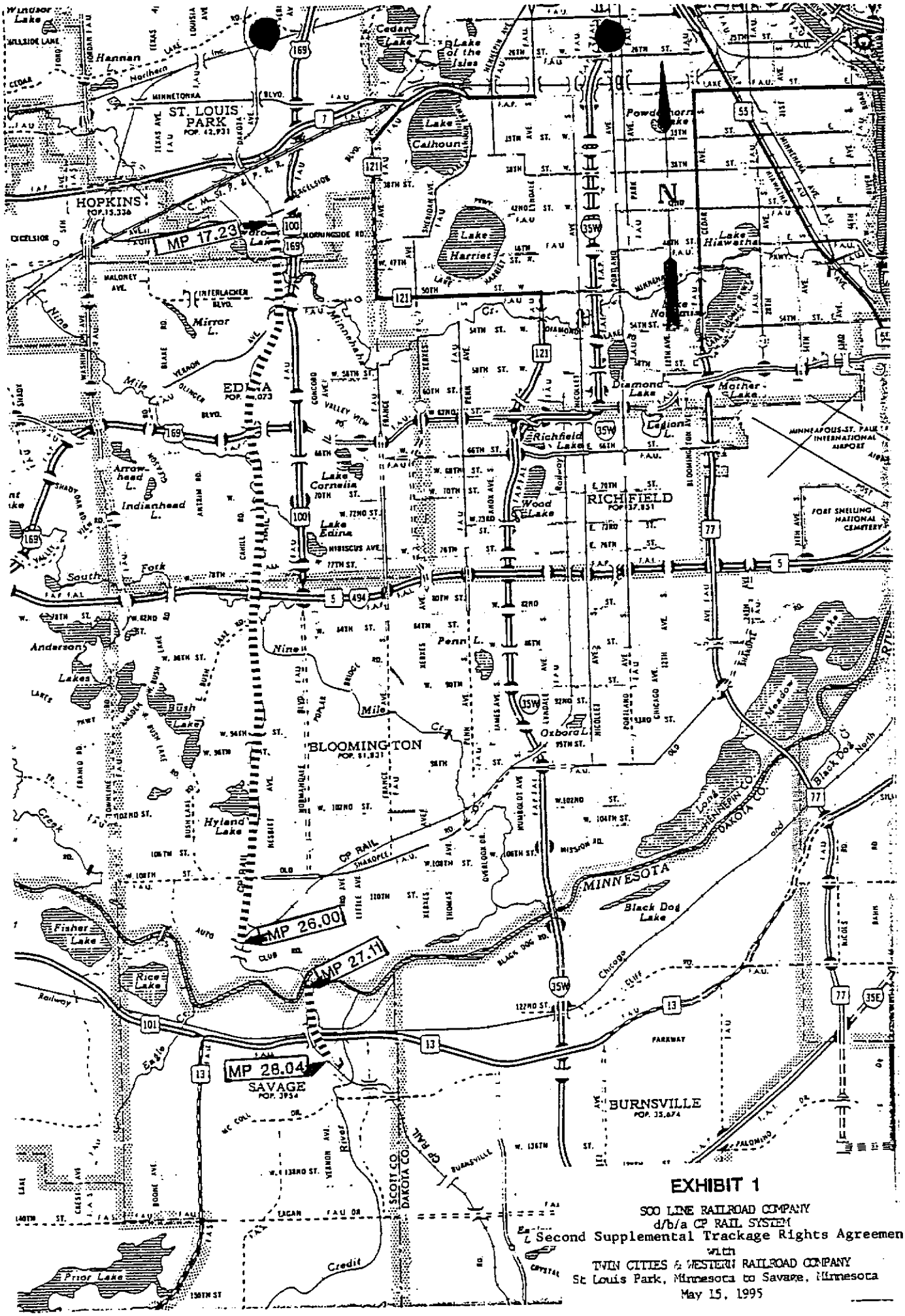


EXHIBIT 1

SOO 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

Exhibit 5: Quit Claim Deed

(Top 3 inches Reserved for Recording Data)

QUIT CLAIM DEED	**Minnesota Uniform Conveyancing Blanks** **Form No. 30-M**

eCRV number_____ Date: _____

DEED TAX DUE $ Consideration under $500

FOR VALUABLE CONSIDERATION, Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, Grantor, hereby conveys and quitclaims to Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota, Grantee, all right, title and interest to the real property in Hennepin County, Minnesota, as described on the attached **Exhibit A**

Check here if all or part of the described real propery is Registered (Torrens) □

together with all hereditaments and appurtences belonging thereto.

Subject to the reservation of the HCRRA Freight Rail Operating Easement and Consent to LRT, which is attached hereto **Exhibit B** and incorporated herein.

Check applicable box:

□ The Seller certifies that the Seller does not know of any wells on the described real property.

□ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number:_____.)

□ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ___ day of _____ 2018, by _____, as the _____ of the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of the Railroad Authority.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY:	TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO;
Rick J. Sheridan Asst. Hennepin County Attorney C-2000 Government Center 300 South Sixth Street Minneapolis, Minnesota 55487 (612) 348-6950	Metropolitan Council Real Property Office 390 Robert Street North St. Paul, Minnesota 55101

FINAL 3/30/18

EXHIBIT A

Legal Description of Property in Quit Claim Deed

Tract 1

General Location: 10th Street near Target Field to Interstate 94

Property Identification No(s).: Division of 22-029-24-34-0139

Tract Index (Abstract): Part of Lots 3, 4, 5, 7 and 8, Block 3,

Part of Lots 1, 2, 3, 4, 5, 7, 8 and 9, Block 5,

Wilson Bell and Wagner's Addition to Minneapolis;

Part of Lots 4, 5 and 6, Block 1,

Addition of Lawrence & Fuller to the Town of Minneapolis, Minnesota;

Part of the Northeast ¼ of the Southwest ¼,

Part of the Southwest ¼ of the Southwest ¼,

Section 22, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 11 and other land

Parcel 1

(From Pages 1 and 2 of CR Doc. No. 4928955)

That part of the Southwest Quarter of Section 22, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at the intersection of the West line of 11th Street North with a line running from the Southwest corner of Lot 13, Block 3, Camp and Walker's Addition to Minneapolis, to a point on the West line of Lot 2, in Block 3 of Wilson Bell and Wagner's Addition to Minneapolis, distant 28 feet Southeasterly, measured at right angles, from the Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly along last described line to the West line of said Lot 2; thence Southwesterly parallel with said Southeasterly right-of-way line to a point on the East line of Lot 9, in Block 3 of said Wilson Bell and Wagner's Addition; thence South along said East line to a point 65 feet North from the Southeast corner of said Lot 9; thence Southwesterly to a point on the West line of said Lot 9, distant 30 feet North from Southwest corner of said Lot 9; thence North along said West line to a point distant 28 feet Southeasterly, measured at right angles, from the Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly parallel with said Southeasterly right-of-way line to a point on the Southerly line of Glenwood (formerly Western) Avenue; thence Easterly along said Southerly line to a point on the Northerly extension of the West line of Lot 3, in Lawrence and Fuller's Addition; thence South along said Northerly extension to the Northwest corner of said Lot 3; thence East along the North line of said Lot 3 to a point distant 20 feet West from the Northeast corner of said Lot 3; thence Southwesterly to a

point on the West line of said Lot 3, distant 68 feet Southeasterly, measured radially, from said Southeasterly right-of-way line of the Burlington Northern Railroad Company; thence Southwesterly parallel with said Southeasterly right-of-way line to its intersection with a line drawn Northeasterly from the Southwest corner of Lot 6 in Lawrence and Fuller's Addition and passing through a point on the East line of said Lot 6, distant 68 feet North from the Southeast corner of Lot 6; thence Southwesterly to the Southwest corner of said Lot 6; thence North 00 degrees 08 minutes West (assumed bearing) along the West line of said Lot 6 a distance of 66 feet, more or less, to a point distant 276.05 feet North 00 degrees 08 minutes West from a point on the North line of Lot 20, Auditor's Subdivision No. 31; thence South 65 degrees 29 minutes West a distance of 274.81 feet; thence South 58 degrees 12 minutes West a distance of 6.25 feet; thence South 66 degrees 20 minutes West a distance of 161.23 feet; thence Southwesterly 120.25 feet along a tangential curve to the left, having a radius of 883.34 feet; thence South 58 degrees 32 minutes West a distance of 134 feet, more or less, to a point on the Easterly right-of-way line of Interstate Highway No. 94; thence Northerly along said Easterly right-of-way line to a point on the Southeasterly right-of-way line of said Burlington Northern Railroad Company; thence Northeasterly along said Southeasterly right-of-way line to a point on the West line of 11th Street North; thence south to beginning,

EXCEPT

(From Exhibit A of CR Doc. No. 8034186)

That part of Hennepin County Regional Railroad Authority right-of-way, as depicted on Hennepin County Regional Railroad Authority Property Map No. 11 (C.R. Doc. No. 5518919) which lies Southeasterly of a line, and its extensions, described as commencing at an angle point in the Southeasterly right-of-way line of said Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), said point also being the Northwest corner of Lot 3, Block 1, ADDITION OF LAWRENCE AND FULLER TO THE TOWN OF MINNEAPOLIS, according to the recorded plat thereof, Hennepin County, Minnesota; thence North 0 degrees 11 minutes 27 seconds West, assumed bearing, along said southeasterly right-of-way line of Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), a distance of 3.59 feet to the point of beginning of the line to be described; thence South 59 degrees 11 minutes 32 seconds West, a distance of 39.22 feet; thence North 30 degrees 48 minutes 28 seconds West, a distance of 1.50 feet; thence South 59 degrees 11 minutes 32 seconds West, a distance of 151.60 feet to said Southeasterly right-of-way line of Hennepin County Regional Railroad Authority Property Map No. 11, (C.R. Doc. No. 5518919), said line also being the West line of Lot 6, Block 1, ADDITION OF LAWRENCE AND FULLER TO THE TOWN OF MINNEAPOLIS, and said line there terminating,

AND EXCEPT

(From Exhibit A of CR Doc. No. 9067997)

That part of the above described property which lies easterly and southeasterly of a line drawn parallel with and distant 20.00 feet westerly and northwesterly of the following described Line 1:

Line 1. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line 1 to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet; thence on an azimuth of 42 degrees 10 minutes 48 seconds for 155.83 feet; thence deflect to the right on a tangential curve, having a radius of 2806.93 feet and a delta angle of 02 degrees 48 minutes 54 seconds, for 137.91 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 2

(From Pages A-1, A-2, A-3 and A-4 of Exhibit A of CR Doc. No. 9193866)

All that part of the following described property:

All that part of the Southwest Quarter of Section 22, Township 29 North, Range 24 West of the Fourth Principal Meridian, together with all those parts of Lots 1, 2, 3, 4, 7, 8 and 9, Block 3, "WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS", according to the recorded plat thereof, which lie northerly and northwesterly of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11, according to the recorded map thereof;

and which lie westerly and southwesterly of the northerly extension of the most easterly line of said HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11;

and which lie southeasterly of the following described property:

PARCEL 11:

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, 4th Principal Meridian, that part of Block 4, Hoag's Addition to Minneapolis, that part of vacated Sixth Street North adjacent to Blocks 4 and 5, Hoag's Addition, and that part of Block 3, Wilson, Bell and Wagner's Addition to Minneapolis, all in Hennepin County, Minnesota, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of said Block 4, Hoag's Addition; thence Northwesterly along the Southwesterly line of the Northeasterly 210.00 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting 83 degrees 51 minutes 10 seconds to the left, a distance of 105.60 feet to the point of beginning of the parcel to be described; thence Southwesterly, deflecting 06 degrees 06 minutes 50 seconds to the left, a distance of 25 feet to the Northeasterly line of said vacated Sixth Street North; thence Southwesterly 86.46 feet, deflecting 17 degrees 29 minutes 10 seconds to the right, to the Southwesterly line of said vacated Sixth Street North; thence Southwesterly, deflect 02 degrees 54 minutes 44 seconds to the left 156.74 feet, thence Southwesterly 5.49 feet along a non-tangential curve concave to the Northwest, having a radius of 5779.58 feet, and a chord which deflects 10 degrees 13 minutes 52 seconds to the left from the last described line; thence Southwesterly 235 feet, deflecting 08 degrees 01 minutes 42 seconds to the right from the chord of the last described curve; thence Southwesterly 50.67 feet along a non-tangential curve concave to the Northwest, having a radius of 5751.58 feet, and a chord which deflects 05 degrees 25 minutes 48 seconds to the left from the last described line to the point of beginning of LINE A to be described; thence Southwesterly tangent to the last described curve, a distance of 588.12 feet to the point of beginning of LINE B to be described, said point also being the point of termination of said LINE A; thence Northeasterly a distance of 253.37 feet to a point on a line which is parallel with and 25 feet Southeasterly of the centerline of the Eastbound main track of Burlington Northern Railroad as located and established on March 17, 1989, said point being distant 851.34 feet Southwesterly of the Northeasterly line of vacated Sixth Street North and said LINE B there terminating; thence Northeasterly along said line which is parallel with and 25 feet Southeasterly of said Eastbound main track as located and established on March 17, 1989, a distance of 851.34 feet to a point on said Northeasterly line of vacated Sixth Street North which is 65.55 feet Northwesterly of the most Southerly corner of said Block 5, Hoag's Addition to Minneapolis; thence Southeasterly along said Northeasterly line a distance of 145.55 feet to the most Westerly corner of said Block 4; thence Northeasterly along the Northwesterly line of said Block 4, a distance of 339.91 feet to the most Northerly corner of said Block 4; thence Southeasterly along the Northeasterly line of said Block 4, a distance of 79.06 feet, to a point on said line which is 268.14 feet Northwesterly of the most Easterly corner of said Block 4; thence Southwesterly 314.99 feet to the point of beginning.

Except that part of Section 22, Township 29 North, Range 24 West, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence Northwesterly along the Southwesterly line of the Northeasterly 210 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting to the left 83 degrees 51 minutes 10 seconds, a distance of 105.60 feet; thence Southwesterly, deflecting to the left 06 degrees 06 minutes 50 seconds, a distance of 25 feet to the Northeasterly line of vacated Sixth Street North; thence Southeasterly, deflecting to the right 17 degrees 29 minutes 10 seconds, a distance of 86.46 feet to the Southwesterly line of vacated Sixth Street North, said point being the actual point of beginning; thence Southwesterly, deflecting to the left 02 degrees 54 minutes 44 seconds, a distance of 156.74 feet, thence Northeasterly along a non-tangential curve, concave to the Northwest having a radius of 5779.58 feet, to a point on the Southwesterly line of vacated Sixth Street North, distant 30 feet Northwesterly from the actual point of beginning; thence Southeasterly along said Southwesterly line to the actual point of beginning.

Which lies Southwesterly of a line run parallel with and distant 43 feet Southwesterly of the hereinafter described Line 2:

Line 1: Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet Northeasterly of its intersection with the centerline of Seventh Street North; thence run Northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from Northeast to Northwest) for 849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 1 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating.

Line 2: From the point of termination of Line 1 described above, run Southwesterly at right angles to said Line 1 for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of Line 2 to be described; thence continue Southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a curve having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating;

and which lie southerly and southeasterly of the southwesterly extension of said above described LINE A;

and which lie easterly and northeasterly of the southwesterly extension of said above described LINE B.

which lies southwesterly and westerly of a line drawn parallel with and distant 20.00 feet southwesterly and westerly of the following described Line 3:

Line 3. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line 3 to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence

run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 3

(From Exhibit A of CR Doc. No. 9322724)

All that part of the following described property:

Parcel 2-a (Parcel 11):

That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, 4th Principal Meridian, that part of Block 4, Hoag's Addition to Minneapolis, that part of vacated Sixth Street North adjacent to Blocks 4 and 5, Hoag's Addition, and that part of Block 3, Wilson, Bell and Wagner's Addition to Minneapolis, all in Hennepin County, Minnesota, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of said Block 4, Hoag's Addition; thence Northwesterly along the Southwesterly line of the Northeasterly 210.00 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting 83 degrees 51 minutes 10 seconds to the left, a distance of 105.60 feet to the point of beginning of the parcel to be described; thence Southwesterly, deflecting 06 degrees 06 minutes 50 seconds to the left, a distance of 25 feet to the Northeasterly line of said vacated Sixth Street North; thence Southwesterly 86.46 feet, deflecting 17 degrees 29 minutes 10 seconds to the right, to the Southwesterly line of said vacated Sixth Street North; thence Southwesterly, deflect 02 degrees 54 minutes 44 seconds to the left 156.74 feet, thence Southwesterly 5.49 feet along a non-tangential curve concave to the Northwest, having a radius of 5779.58 feet, and a chord which deflects 10 degrees 13 minutes 52 seconds to the left from the last described line; thence Southwesterly 235 feet, deflecting 08 degrees 01 minutes 42 seconds to the right from the chord of the last described curve; thence Southwesterly 50.67 feet along

a non-tangential curve concave to the Northwest, having a radius of 5751.58 feet, and a chord which deflects 05 degrees 25 minutes 48 seconds to the left from the last described line; thence Southwesterly tangent to the last described curve, a distance of 588.12 feet; thence Northeasterly a distance of 253.37 feet to a point on a line which is parallel with and 25 feet Southeasterly of the centerline of the Eastbound main track of Burlington Northern Railroad as located and established on March 17, 1989, said point being distant 851.34 feet Southwesterly of the Northeasterly line of vacated Sixth Street North; thence Northeasterly along said line which is parallel with and 25 feet Southeasterly of said Eastbound main track as located and established on March 17, 1989, a distance of 851.34 feet to a point on said Northeasterly line of vacated Sixth Street North which is 65.55 feet Northwesterly of the most Southerly corner of said Block 5, Hoag's Addition to Minneapolis; thence Southeasterly along said Northeasterly line a distance of 145.55 feet to the most Westerly corner of said Block 4; thence Northeasterly along the Northwesterly line of said Block 4, a distance of 339.91 feet to the most Northerly corner of said Block 4; thence Southeasterly along the Northeasterly line of said Block 4, a distance of 79.06 feet, to a point on said line which is 268.14 feet Northwesterly of the most Easterly corner of said Block 4; thence Southwesterly 314.99 feet to the point of beginning.

Except that part of Section 22, Township 29 North, Range 24 West, described as follows:

Commencing at the most Southerly corner of the Northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence Northwesterly along the Southwesterly line of the Northeasterly 210 feet of said Block 4, a distance of 258.36 feet; thence Southwesterly, deflecting to the left 83 degrees 51 minutes 10 seconds, a distance of 105.60 feet; thence Southwesterly, deflecting to the left 06 degrees 06 minutes 50 seconds, a distance of 25 feet to the Northeasterly line of vacated Sixth Street North; thence Southwesterly, deflecting to the right 17 degrees 29 minutes 10 seconds, a distance of 86.46 feet to the Southwesterly line of vacated Sixth Street North, said point being the actual point of beginning; thence Southwesterly, deflecting to the left 02 degrees 54 minutes 44 seconds, a distance of 156.74 feet, thence Northeasterly along a non-tangential curve, concave to the Northwest having a radius of 5779.58 feet, to a point on the Southwesterly line of vacated Sixth Street North, distant 30 feet Northwesterly from the actual point of beginning; thence Southeasterly along said Southwesterly line to the actual point of beginning.

Which lies Southwesterly of a line run parallel with and distant 43 feet Southwesterly of the hereinafter described Line 2:

Line 1: Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet Northeasterly of its intersection with the centerline of Seventh Street

North; thence run Northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from Northeast to Northwest) for 849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 1 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating.

Line 2: From the point of termination of Line 1 described above, run Southwesterly at right angles to said Line 1 for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of Line 2 to be described; thence continue Southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a curve having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating.

which lies westerly and northwesterly of a line drawn parallel with and distant 20.00 feet westerly and northwesterly of the following described Line A:

Line A. Commencing at Minneapolis City Monument No. 562; thence southwesterly on an assumed azimuth of 231 degrees 11 minutes 24 seconds for 2791.58 feet to Minneapolis City Monument No. 577A; thence on an azimuth of 94 degrees 51 minutes 05 seconds for 1722.66 feet; thence easterly for 100.20 feet on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a delta angle of 33 degrees 46 minutes 10 seconds, and a chord azimuth of 73 degrees 14 minutes 47 seconds (which course intersects the westerly line of Tract A hereinafter described at a point distant 38.34 feet northerly of the southwest corner thereof); thence northerly for 40.67 feet on a non-tangential curve, concave to the west, having a radius of 65.00 feet, a delta angle of 35 degrees 50 minutes 59 seconds, and a chord azimuth of 18 degrees 00 minutes 14 seconds; thence on an azimuth of 00 degrees 04 minutes 45 seconds for 167.47 feet; thence deflect to the left on a tangential curve, having a radius of 142.83 feet and a delta angle of 41 degrees 41 minutes 35 seconds (which course intersects the northerly line of Tract B hereinafter described at a point distant 34.45 feet easterly of the northwest corner thereof), for 103.93 feet to a point of reverse curvature, said point also being the point of beginning of Line A to be described; thence deflect to the right on a tangential curve, having a radius of 80.12 feet and a delta angle of 83 degrees 47 minutes 38 seconds, for 117.17 feet; thence on an

azimuth of 42 degrees 10 minutes 48 seconds for 155.83 feet; thence deflect to the right on a tangential curve, having a radius of 2806.93 feet and a delta angle of 02 degrees 48 minutes 54 seconds, for 137.91 feet; thence on an azimuth of 45 degrees 06 minutes 15 seconds for 112.70 feet and there terminating;

Said Tract A and said Tract B being described as follows:

Tract A. That part of Lot 9, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

which lies northerly and westerly of the following described line: Beginning at a point on the south line of said Lot 9, distant 40 feet east of the southwest corner thereof; thence run northeasterly to a point on the east line of said Lot 9, distant 110 feet south of the northeast corner thereof and there terminating;

Tract B. Lot 4, Block 6, Wilson, Bell and Wagners Addition to Minneapolis, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 4

(From Exhibit A of CR Doc. No. 9358810)

That part of the following described tract: That part of the Northeast Quarter of the Southwest Quarter of Section 22, Township 29 North, Range 24 West, Hennepin County, Minnesota, that lies within the following described tract of land: Commencing at the most southerly corner of the northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence northwesterly along the southwesterly line of said northeasterly 210 feet, 258.36 feet; thence deflecting left 83 degrees 51 minutes 10 seconds on a bearing of South 52 degrees 13 minutes 14 seconds West, 105.6 feet to the point of beginning of the property being described; thence South 46 degrees 06 minutes 24 seconds West,

24.83 feet, more or less, to the northeasterly line of vacated Sixth Street North; thence South 63 degrees 35 minutes 34 seconds West, 86.46 feet to the southwesterly line of vacated Sixth Street North; thence South 60 degrees 40 minutes 50 seconds West, 156.74 feet; thence southwesterly 5.49 feet along a non-tangential curve, concave to the northwest, having a radius of 5779.58 feet and a chord which bears South 50 degrees 26 minutes 58 seconds West; thence South 58 degrees 28 minutes 40 seconds West, 235 feet; thence southwesterly 50.67 feet along a non-tangential curve, concave to the northwest, having a radius of 5751.58 feet and a chord which bears South 53 degrees 02 minutes 52 seconds West; thence South 53 degrees 18 minutes 01 second West and tangent to the last described curve, 588.12 feet; thence North 39 degrees 12 minutes 33 seconds East, 274.74 feet to a line parallel with and 25 feet southeasterly from the centerline of the eastbound main track of the BNSF Railway Company (formerly Great Northern Railway Co.) as located and established prior to January 1, 1995; thence North 46 degrees 22 minutes 36 seconds East and parallel with said centerline, 831.63 feet to the northeast line of vacated Sixth Street North; thence South 43 degrees 28 minutes 41 seconds East along the northeast line of vacated Sixth Street North, 146.05 feet to the most westerly corner of said Block 4, Hoag's Addition to Minneapolis; thence North 46 degrees 15 minutes 54 seconds East, 339.51 feet along the northwest line of said Block 4, Hoag's Addition to Minneapolis, to the most northerly corner thereof; thence South 43 degrees 48 minutes 47 seconds East, 78.28 feet along the northeast line of said Block 4, Hoag's Addition to Minneapolis to a point 268.14 feet northwesterly from the most easterly corner of said Block 4, Hoag's Addition to Minneapolis; thence South 46 degrees 08 minutes 51 seconds West, 314.92 feet to the point of beginning; excepting therefrom that part thereof described as follows: Commencing at the most southerly corner of the northeasterly 210 feet of Block 4, Hoag's Addition to Minneapolis; thence northwesterly along the southwesterly line of said northeasterly 210 feet of said Block 4, Hoag's Addition to Minneapolis, 258.36 feet; thence southwesterly deflecting to the left 83 degrees 51 minutes 10 seconds, 105.6 feet; thence deflecting left 06 degrees 50 seconds , to the northeasterly line of vacated Sixth Street North; thence deflecting right 17 degrees 29 minutes 10 seconds , to the southwesterly line of said vacated Sixth Street North to the point of beginning of the exception being described; thence southwesterly deflecting left 02 degrees 54 minutes 44 seconds, 156.74 feet; thence northeasterly along a non-tangential curve, concave to the northwest, having a radius of 5779.58 feet, to a point on the southwesterly line of vacated Sixth Street North, 30 feet northwesterly from the point of beginning; thence southeasterly along said southwesterly line to the point of beginning; lying southwesterly of a line run parallel with and distant 43 feet northeasterly of the first following described line and northeasterly of a line run parallel with and distant 43 feet southwesterly of the second following described line: 1. Beginning at a point on the centerline of Second Avenue North, distant 12.15 feet northeasterly of its intersection with the centerline of Seventh Street North; thence northwesterly at an angle of 88 degrees 00 minutes 48 seconds from the centerline of said Second Avenue North (measured from northeast to northwest) for

849.63 feet; thence deflect to the left on a tangential curve having a radius of 11459.16 feet and a delta angle of 01 degree 28 minutes 32 seconds for 295.14 feet; thence on tangent to said curve for 325.41 feet and there terminating; 2. From the point of termination of the line described immediately above, run southwesterly at right angles to said line for 55 feet; thence deflect to the left at an angle of 90 degrees 00 minutes 00 seconds for 100 feet to tangent spiral point; thence deflect to the right on a spiral curve of decreasing radius (spiral angle 15 degrees 00 minutes 00 seconds) having a length of 250 feet for 57.49 feet to the point of beginning of the second line to be described; thence continue southeasterly on the last described spiral curve for 192.51 feet to spiral curve point; thence deflect to the right on a circular curve, having a radius of 477.46 feet and a delta angle of 19 degrees 48 minutes 32 seconds, for 165.08 feet; thence on tangent to said curve for 200 feet and there terminating;

Except that part thereof embraced within the following described property:

Commencing at the southwest corner of Section 22, Township 29, Range 24; thence, along the west line of said Section 22, on an assumed bearing of North 0 degrees 01 minute 47 seconds East, a distance of 886.34 feet; thence South 85 degrees 09 minutes 04 seconds East a distance of 1722.10 feet; thence easterly on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a central angle of 22 degrees 46 minutes 53 seconds and a chord which bears North 78 degrees 44 minutes 17 seconds East, a distance of 67.59 feet to a point on the westerly line of Lot 9, Block 6, Wilson Bell and Wagner's Addition to Minneapolis and the actual point of beginning of the land to be described; thence continue northeasterly on the last described curve, concave to the northwest, having a radius of 170.00 feet and a central angle of 26 degrees 04 minutes 18 seconds and a chord which bears North 54 degrees 18 minutes 42 seconds East, a distance of 77.37 feet; thence North 41 degrees 16 minutes 32 seconds East tangent to said curve a distance of 523.93 feet; thence northeasterly on a non-tangential curve, concave to the southeast, having a radius 1694.42 feet, a central angle of 8 degrees 57 minutes 40 seconds and a chord which bears North 50 degrees 37 minutes 16 seconds East, a distance of 265.01 feet to the center line of SEVENTH STREET NORTH, as dedicated in "Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis"; thence South 44 degrees 56 minutes 07 seconds East, along said center line, a distance of 123.46 feet; thence North 54 degrees 02 minutes 33 seconds East a distance of 55.06 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 4.03 feet; thence North 49 degrees 44 minutes 44 seconds East a distance of 9.51 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 18.65 feet; thence northeasterly on a non-tangential curve, concave to the northwest, having a radius of 14086.50 feet, a central angle of 00 degrees

20 minutes 13 seconds and a chord which bears North 57 degrees 07 minutes 01 second East, a distance of 82.84 feet; thence North 56 degrees 56 minutes 54 seconds East not tangent to said curve a distance of 28.13 feet; thence deflect to the left on a tangential curve, having a radius of 959.02 feet and a central angle of 12 degrees 18 minutes 40 seconds, a distance of 206.06 feet to a point of compound curvature; thence deflect to the left on a tangential curve, having a radius of 1039.99 feet and a central angle of 06 degrees 12 minutes 46 seconds, a distance of 112.77 feet; thence North 39 degrees 40 minutes 10 seconds East a distance of 46.91 feet; thence North 35 degrees 19 minutes 24 seconds East a distance of 38.40 feet; thence deflect to the right on a tangential curve, having a radius of 801.98 feet and a central angle of 09 degrees 46 minutes 26 seconds, a distance of 136.81 feet; thence North 45 degrees 05 minutes 50 seconds East a distance of 54.36 feet; thence North 44 degrees 54 minutes 10 seconds West a distance of 3.89 feet; thence North 45 degrees 05 minutes 08 seconds East a distance of 12.55 feet; thence North 00 degrees 02 minutes 39 seconds East a distance of 22.42 feet to the northwesterly line of THIRD AVENUE NORTH (dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS as ITASKA STREET); thence North 44 degrees 30 minutes 52 seconds East, along said northwesterly line, a distance of 39.03 feet to the centerline of vacated or abandoned FIFTH STREET NORTH, as dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 59 minutes 51 seconds West, along said centerline, a distance of 30.65 feet to an intersection with a line drawn at right angles from the northeasterly line of Block 4, HOAG'S ADDITION TO MINNEAPOLIS from a point on said northeasterly line distant 31 feet northwesterly from the most easterly corner of said Block 4; thence South 45 degrees 00 minutes 09 seconds West, along said line drawn at right angles from the northeasterly line of said Block 4 a distance of 41.23 feet to the northeasterly line of said Block 4; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 105.82 feet to an intersection with the southwesterly extension of the northwesterly line of the southeasterly 2.64 feet of Lot 3, Block 85, HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 43 minutes 45 seconds East, along said southwesterly extension, a distance of 82.45 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along the southwesterly line of said Block 85, a distance of 35.36 feet to the most southerly corner of the northwesterly 26.00 feet of the southeasterly 64.00 feet of Lot 3, said BLOCK 85; thence North 44 degrees 43 minutes 45 seconds East, along the southeasterly line of the northwesterly 26.00 feet of the southeasterly 64.00 feet of Lots 3 and 8, said Block 85, a distance of 340.00 feet to the northeasterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 26.00 feet to the most northerly corner of the southeasterly 64.00 feet of Lot 8, said Block 85; thence South 44 degrees 43 minutes 45 seconds West, along the northwesterly line of the southeasterly 64.00 feet of

Lots 3 and 8, said Block 85, a distance of 340.00 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said southwesterly line and along a line drawn from the most westerly corner of said Block 85 to the most southerly corner of Block 9, HOAG'S ADDITION TO MINNEAPOLIS, and along the southwesterly line of said Block 9, a distance of 293.66 feet to an intersection with a line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000; thence South 45 degrees 06 minutes 27 seconds West, along said parallel line, a distance of 303.85 feet; thence South 63 degrees 38 minutes 00 seconds West a distance of 17.84 feet; thence South 57 degrees 04 minutes 22 seconds West a distance of 82.18 feet; thence South 49 degrees 21 minutes 28 seconds West a distance of 125.35 feet; thence South 45 degrees 52 minutes 40 seconds West a distance of 138.40 feet; thence South 40 degrees 30 minutes 48 seconds West a distance of 95.19 feet; thence South 30 degrees 52 minutes 01 second West a distance of 42.41 feet; thence South 35 degrees 37 minutes 59 seconds West a distance of 95.92 feet; thence South 35 degrees 34 minutes 55 seconds West a distance of 26.88 feet; thence southwesterly on a non-tangential curve concave to the northwest, having a radius of 623.80 feet, a central angle of 09 degrees 32 minutes 24 seconds and a chord which bears South 40 degrees 19 minutes 54 seconds West, a distance of 103.87 feet; thence South 45 degrees 06 minutes 06 seconds West a distance of 112.72 feet; thence southwesterly on a non-tangential curve concave to the southeast, having a radius of 2826.93 feet, a central angle of 02 degrees 48 minutes 55 seconds and a chord which bears South 43 degrees 35 minutes 07 seconds West, a distance of 138.91 feet; thence South 42 degrees 10 minutes 39 seconds West a distance of 155.83 feet; thence southwesterly and southerly on a tangential curve concave to the east, having a radius of 100.12 feet and a central angle of 48 degrees 41 minutes 58 seconds, a distance of 85.10 feet to a southeasterly boundary line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11; thence South 52 degrees 13 minutes 40 seconds West, along said southeasterly boundary line, a distance of 58.79 feet to the southerly line of Block 3, Wilson Bell and Wagner's Addition to Minneapolis; thence South 89 degrees 55 minutes 59 seconds East, along said southerly line, a distance of 81.40 feet; thence southeasterly on a non-tangential curve concave to the northeast, having a radius of 80.12 feet, a central angle of 05 degrees 16 minutes 44 seconds and a chord which bears South 38 degrees 58 minutes 37 seconds East, a distance of 7.38 feet; thence southeasterly on a reverse curve concave to the southwest, having a radius of 142.83 feet and a central angle of 25 degrees 07 minutes 15 seconds, a distance of 62.62 feet to the northerly line of Block 6, Wilson Bell and Wagner's Addition to Minneapolis; thence North 89 degrees 55 minutes 59 seconds West, along said northerly line, a distance of 35.07 feet, to the northwest corner of Lot 4, Block 6, Wilson Bell and Wagner's

Addition to Minneapolis; thence South 00 degrees 04 minutes 30 seconds West, along the westerly line of said Lot 4 and the westerly line of Lot 9, said Block 6, a distance of 261.66 feet to the point of beginning.

Tract 2

General Location: Underneath Interstate 94

Property Identification No(s).: None (Assessed as Road Right-of-Way)

Tract Index (Abstract): Part of the Southeast ¼ of the Southeast ¼,
Section 21, Township 29, Range 24;
Part of the Southwest ¼ of the Southwest ¼,
Section 22, Township 29, Range 24;
Part of the Northeast ¼ of the Northeast ¼,
Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: None

Parcel 1

(From Page 1 of CR Doc. No. 5583152)

The right of way of the Chicago and North Western Transportation Company in the Southeast Quarter of the Southeast Quarter of Section 21, the Southwest Quarter of the Southwest Quarter of Section 22, and the Northeast Quarter of the Northeast Quarter of Section 28, all in Township 29 North, Range 24 West, Hennepin County, Minnesota, which lies Westerly of a line run parallel with and distant 345 feet Easterly of the East line of Lyndale Avenue North and Easterly of a line run parallel with and distant 20 feet Westerly of the West line of said Lyndale Avenue North.

Tract 3

General Location: Interstate 94 to Interstate 394

Property Identification No(s).: 28-029-24-12-0027

Tract Index (Abstract): Part of Lots 13 and 14, Block 15,

Part of Lots 13, 14 and 15, Block 21,

Part of Lots 8, 9, 10, 11, 12, 13 and 14, Block 22,

Part of Lots 1, 2, 3, 4, 5, 8, 9, 10, 11 and 12, Block 23,

Part of Lots 1 and 2, Block 24,

Bryn Mawr Addition to the City of Minneapolis;

Part of Auditor's Subdivision No. 11 (Unnumbered Tract);

Part of Lot 12, Block 1,

Groveland Addition to Minneapolis;

Part of the Southeast ¼ of the Southeast ¼,

Section 21, Township 29, Range 24;

Part of the Northeast ¼ of the Northeast ¼,

Part of the Northwest ¼ of the Northeast ¼,

Part of the Southwest ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northwest ¼ (Government Lot 5),

Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 10 and other land

Parcel 1

(From Pages 1, 2, 3 and 4 of Exhibit A of CR Doc. No. 9682077)

The Northwesterly 50.00 feet of the following described property:

All that portion of Lots 13, 14 and 15, Block 21; Lots 8, 9, 10, 11, 12, 13 and 14, Block 22; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 23; Lots 1, 2, and 3, Block 24; Lots 13 and 14, Block 15, all situated in BRYN MAWR ADDITION TO THE CITY OF MINNEAPOLIS, according to the recorded plat thereof; those portions of vacated Knox Avenue, James Avenue, Irving Avenue and Erie Avenue as originally located in said City of Minneapolis; AUDITOR'S SUBDIVISION NO. 11; Southeast Quarter of the Northwest Quarter; Southwest Quarter of the

Northeast Quarter and the North Half of the Northeast Quarter of Section 28; Southeast Quarter of the Southeast Quarter of Section 21, all in Township 29 North, Range 24 West, 4th Principal Meridian, Hennepin County, Minnesota, described as follows:

Beginning at the point of intersection of the westerly right-of-way line of Lyndale Avenue with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence southwesterly on an assumed bearing of South 54 degrees 25 minutes 06 seconds West, along said northwesterly line, a distance of 396.24 feet; thence South 55 degrees 49 minutes 06 seconds West, along said northwesterly line, a distance of 558.74 feet; thence South 50 degrees 46 minutes 06 seconds West, along said northwesterly line, a distance of 396.47 feet; thence South 53 degrees 08 minutes 06 seconds West, along said northwesterly line, a distance of 754.3 feet; thence North 46 degrees 35 minutes 04 seconds East, along said northwesterly line, a distance of 53.62 feet; thence South 53 degrees 11 minutes 11 seconds West, along said northwesterly line, a distance of 243.54 feet; thence South 46 degrees 35 minutes 04 seconds West, along said northwesterly line, a distance of 1122.60 feet; thence southwesterly a distance of 1010.41 feet, along said northwesterly line, on a tangential curve concave to the northwest having a radius of 2811.90 feet and a central angle of 20 degrees 35 minutes 18 seconds, to the northerly line of Superior Avenue; thence South 89 degrees 48 minutes 58 seconds West, along said northerly line of Superior Avenue, a distance of 249.90 feet to a point on a line distant 50.00 feet southeasterly of and parallel with Burlington Northern Railroad Company's east bound main track centerline as now located and constructed; thence northeasterly a distance of 393.55 feet, along said parallel line, on a non-tangential curve concave to the northwest having a radius of 1945.00 feet, a central angle of 11 degrees 35 minutes 35 seconds and a chord that bears North 57 degrees 08 minutes 51 seconds East and is 392.88 feet in length; thence northeasterly a distance of 236.20 feet, along said parallel line, on a tangential curve concave to the northwest having a radius of 2740.00 feet and a central angle of 04 degrees 56 minutes 21 seconds; thence North 46 degrees 24 minutes 42 seconds East, along said parallel line and tangent to last said curve, a distance of 2098.34 feet; thence northeasterly a distance of 159.86 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 3099.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence northeasterly a distance of 367.76 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 1349.99 feet and a central angle of 15 degrees 36 minutes 30 seconds; thence North 64 degrees 51 minutes 25 seconds East, along said parallel line and tangent to last said curve, a distance of 1021.79 feet; thence northeasterly, along said parallel line, a distance of 220.70 feet on a tangential curve concave to the southeast having a radius of 11900.00 feet and a central angle of 01 degree 03 minutes 45 seconds; thence North 65 degrees 55

minutes 10 seconds East, along said parallel line and tangent to last said curve, a distance of 195.17 feet to said westerly right-of-way line of Lyndale Avenue; thence South 00 degrees 21 minutes 28 seconds East, along said westerly right-of-way line, a distance of 49.10 feet to the point of beginning.

Together with that part of said above described property lying southeasterly of the Northwesterly 50.00 feet thereof and lying northerly of a line described as commencing at the northeast corner of the Northeast Quarter of Section 28, Township 29, Range 24; thence westerly along the north line of said Northeast Quarter a distance of 49.20 feet to the intersection with a line run parallel with and distant 20.00 feet westerly from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS, according to the recorded plat thereof; thence northerly along said northerly extension 36.61 feet to the point of beginning of the line to be described; thence southwesterly, deflecting to the left 119 degrees 01 minute 32 seconds, a distance of 5.00 feet; thence southwesterly 1058.76 feet along a tangential curve, concave to the northwest, having a radius of 5034.00 feet and a central angle of 12 degrees 03 minutes 02 seconds; thence southwesterly 257.45 feet along a reverse curve concave to the southeast having a radius of 1888.59 feet and a central angle of 07 degrees 48 minutes 38 seconds; thence southwesterly, tangent to said reverse curve, to the northwesterly line of said above described property and there terminating.

Together with that part of said above described property described as commencing at the point of intersection of the westerly right-of-way line of Lyndale Avenue with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence southwesterly on an assumed bearing of South 54 degrees 25 minutes 06 seconds West, along said northwesterly line, a distance of 396.24 feet; thence South 55 degrees 49 minutes 06 seconds West, along said northwesterly line, a distance of 558.74 feet; thence South 50 degrees 46 minutes 06 seconds West, along said northwesterly line, a distance of 396.47 feet; thence South 53 degrees 08 minutes 06 seconds West, along said northwesterly line, a distance of 754.3 feet; thence North 46 degrees 35 minutes 04 seconds East, along said northwesterly line, a distance of 53.62 feet; thence South 53 degrees 11 minutes 11 seconds West, along said northwesterly line, a distance of 243.54 feet; thence South 46 degrees 35 minutes 04 seconds West, along said northwesterly line, a distance of 1122.60 feet; thence southwesterly a distance of 1010.41 feet, along said northwesterly line, on a tangential curve concave to the northwest having a radius of 2811.90 feet and a central angle of 20 degrees 35 minutes 18 seconds, to the northerly line of Superior Avenue; thence South 89 degrees 48 minutes 58 seconds West, along said northerly line of Superior Avenue, a distance of 249.90 feet to a point on a line distant 50.00 feet southeasterly of and parallel with Burlington Northern Railroad Company’s east bound main track centerline as now

located and constructed; thence northeasterly a distance of 393.55 feet, along said parallel line, on a non-tangential curve concave to the northwest having a radius of 1945.00 feet, a central angle of 11 degrees 35 minutes 35 seconds and a chord that bears North 57 degrees 08 minutes 51 seconds East and is 392.88 feet in length; thence northeasterly a distance of 236.20 feet, along said parallel line, on a tangential curve concave to the northwest having a radius of 2740.00 feet and a central angle of 04 degrees 56 minutes 21 seconds; thence North 46 degrees 24 minutes 42 seconds East, along said parallel line and tangent to last said curve, a distance of 2037.47 feet to the point of beginning of the parcel to be described; thence continuing North 46 degrees 24 minutes 42 seconds East 60.87 feet; thence northeasterly a distance of 159.86 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 3099.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence northeasterly a distance of 199.15 feet, along said parallel line, on a tangential curve concave to the southeast having a radius of 1349.99 feet and a central angle of 08 degrees 27 minutes 08 seconds; thence South 32 degrees 17 minutes 57 seconds East 100.00 feet; thence southwesterly a distance of 184.40 feet along a non-tangential curve concave to the southeast having a radius of 1249.99 feet and a central angle of 08 degrees 27 minutes 08 seconds, the chord of said curve bears South 53 degrees 28 minutes 29 seconds West; thence southwesterly a distance of 154.73 feet on a compound curve concave to the southeast having a radius of 2999.99 feet and a central angle of 02 degrees 57 minutes 17 seconds; thence South 46 degrees 24 minutes 42 seconds West 60.87 feet to the intersection with a line bearing South 43 degrees 35 minutes 18 seconds East from the point of beginning; thence North 43 degrees 35 minutes 18 seconds West 100.00 feet to the point of beginning, EXCEPT the Northwesterly 50.00 feet thereof.

Parcel 2

(From Pages 1 and 2 of Exhibit A of CR Doc. No. 9682078,

being a portion of Pages 2 and 3 of CR Doc. No. 4928955)

That part of the Southeast Quarter of Section 21 and of the North Half of Section 28, Township 29 North, Range 24 West of the Fourth Principal Meridian described as follows:

> Commencing at the northeast corner of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS; thence north along the northerly extension of the east line of said Lot 1 a distance of 15 feet; thence west, at right angles, a distance of 20 feet to the point of beginning of the tract of land herein described; thence continuing westerly along the last described course a distance of 29.95 feet; thence southwesterly deflecting to the left 31 degrees 10 minutes a distance of 149.5 feet; thence southwesterly deflecting to the right 01 degrees 59 minutes a distance of

148.5 feet; thence southwesterly to a point on the north line of Linden Avenue distant 252.41 feet westerly from the intersection of said north line with the center line of vacated Aldrich Avenue North; thence westerly, along said north line of Linden Avenue, to a point distant 28 feet southeasterly, measured at right angles, from the southeasterly right-of-way line of the Burlington Northern Railroad Company; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the west line of Bryant Avenue North; thence southerly, along said west line, to a point on the south line of vacated Linden Avenue; thence westerly, along said south line of vacated Linden Avenue, to a point distant 53 feet southeasterly, measured at right angles, from the southeasterly right-of-way line of said Burlington Northern Railroad Company; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the east line of Colfax Avenue North; thence southerly, along said east line, to a point distant 65.5 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the north line of Hawthorne Avenue; thence southwesterly to the northeast corner of Lot 12, Block 41, GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly to a point on the north line of Lot 11, said Block 41, distant 62 feet easterly from the northwest corner of said Lot 11; thence southwesterly to the southwest corner of said Lot 11; thence northerly, along the west line of said Lot 11, to a point distant 28 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the west line of Dupont Avenue North; thence southerly, along said west line, to a point distant 65.5 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the north line of Laurel Avenue; thence westerly, along said north line, to a point distant 28 feet southeasterly, measured at right angles, from said southeasterly right-of-way line; thence southwesterly, parallel with said southeasterly right-of-way line, to a point on the south line of said Laurel Avenue; thence easterly, along said south line, to a point distant 14.73 feet east from the northwest corner of Block 44, GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly 489 feet to a point on the west line of said GROVELAND ADDITION TO MINNEAPOLIS distant 16.8 feet south from the north line of Ontario Avenue; thence southwesterly to a point on the north line of Lot 3, Block 3, SPRING LAKE ADDITION TO MINNEAPOLIS distant 40 feet west from the northeast corner of said Lot 3; thence southwesterly to a point on the west line of said SPRING LAKE ADDITION TO MINNEAPOLIS distant 6.2 feet south from its intersection with the westerly extension of the north line of Lot 15, Block 3, said SPRING LAKE ADDITION TO MINNEAPOLIS; thence southwesterly a distance of 250 feet to a point distant 75 feet southeasterly, measured radially, from the center line of the St. Paul, Minneapolis and Manitoba Railway as originally located; thence southwesterly, parallel with said center line, to a point on the south line of Government Lot 5, of

Section 28, Township 29, Range 24; thence westerly, along said south line, to a point distant 22 feet southeasterly, measured radially, from said center line of the St. Paul, Minneapolis and Manitoba Railway as originally located; thence northeasterly, parallel with said center line, to a point distant 90 feet northeasterly, measured along said parallel line, from the west line of GROVELAND ADDITION TO MINNEAPOLIS; thence northeasterly a distance of 245 feet, more or less, to a point distant 50 feet southeasterly, measured at right angles, from said center line and distant 358 feet northeasterly, measured parallel with said center line, from the west line of said GROVELAND ADDITION TO MINNEAPOLIS; thence southwesterly, parallel with said center line, to its intersection with the southeasterly right-of-way line of the Burlington Northern Railroad Company; thence northeasterly, along said right-of-way line, to a point distant 20 feet westerly, measured at right angles, from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS; thence southerly, parallel with said northerly extension, to the point of beginning; (Said described property shown as part of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 recorded with the County Recorder for Hennepin County, Minnesota as Document No. 5523297 and filed with the Registrar of Titles for said Hennepin County as Document No. 4687650);

which lies northerly of a line described as commencing at the northeast corner of the Northeast Quarter of Section 28, Township 29, Range 24; thence westerly along the north line of said Northeast Quarter a distance of 49.20 feet to the intersection with a line run parallel with and distant 20.00 feet westerly from the northerly extension of the east line of Lot 1, Block 1, GROVELAND ADDITION TO MINNEAPOLIS, according to the recorded plat thereof; thence northerly along said northerly extension 36.61 feet to the point of beginning of the line to be described; thence southwesterly, deflecting to the left 119 degrees 01 minute 32 seconds, a distance of 5.00 feet; thence southwesterly 1058.76 feet along a tangential curve, concave to the northwest, having a radius of 5034.00 feet and a central angle of 12 degrees 03 minutes 02 seconds and said line there terminating.

Tract 4

General Location: Underneath and adjacent to Interstate 394

Property Identification No(s).: Part of 28-029-24-32-0051 (PID Division in Process)

Part of 28-029-24-32-0057 (Road PID - Division in Process)

Tract Index (Abstract): Part of Government Lots 4 and 5,

Section 28, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 10 and other land

Parcel 1

(From Pages 3 and 4 of Exhibit A of CR Doc. No. 9682078)

That part of Government Lot 4 of Section 28, Township 29 North, Range 24 West and LAKEVIEW ADDITION TO MINNEAPOLIS, according to the plat thereof on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, described as follows:

Beginning at a point on the north line of said Government Lot 4 distant 50.00 feet southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence southwesterly parallel with said center line to the most northerly corner of Lot 8, Block 2, said LAKEVIEW ADDITION TO MINNEAPOLIS; thence southeasterly along the northeasterly line of said Lot 8 to its intersection with a line drawn parallel with and distant 25.00 feet southeasterly, measured at right angles, from the northwesterly line of said Lot 8; thence southwesterly along said parallel line to the northeasterly line of Lot 9, said Block 2; thence southeasterly along the northeasterly line of said Lot 9 to its intersection with a line drawn parallel with and distant 50.00 feet southeasterly, measured at right angles, from the northwesterly line of Lots 9, 10 and 11, said Block 2; thence southwesterly along said parallel line to the northeasterly line of Lot 10, said Block 2; thence southwesterly to a point on the southwesterly line of said Lot 10, distant 20.00 feet southeasterly from its intersection with said parallel line; thence southwesterly to a point on the westerly line of Lot 11, said Block 2, distant 35.00 feet southerly from its intersection with said parallel line, said point also being the northwest corner of Lot 3, Block 1, ROONEY AND ROONEY ADDITION TO KENWOOD, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Hennepin County, Minnesota; thence northerly along the northerly extension of the west line of said Lot 3 to the intersection with a line run parallel with and distant 22.00 feet southeasterly from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally

located; thence northeasterly parallel with said center line to a point on the north line of said Government Lot 4; thence east along said north line to the point of beginning; (Said described property shown as part of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 recorded with the County Recorder for Hennepin County, Minnesota as Document No. 5523297 and filed with the Registrar of Titles for said Hennepin County as Document No. 4687650);

which lies within the following described parcel:

Commencing at the west quarter corner of said Section 28; thence southerly on an assumed bearing of South 0 degrees 03 minutes 27 seconds East, along the west line of said Section 28 a distance of 493.63 feet; thence North 70 degrees 57 minutes 00 seconds East a distance of 655.76 feet to the point of intersection with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof; thence North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 340.03 feet to the intersection with the northerly extension of the west line of Lot 3, Block 1, said ROONEY AND ROONEY ADDITION TO KENWOOD, said intersection being the point of beginning of the parcel to be described; thence continuing North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 260.67 feet; thence South 70 degrees 59 minutes 47 seconds West a distance of 266.30 feet to the intersection with the northerly extension of the west line of said Lot 3; thence northerly along said northerly extension a distance of 19.11 feet to the point of beginning.

Parcel 2

(From Pages 4 and 5 of Exhibit A of CR Doc. No. 9682077)

Those parts of Government Lots 4 and 5, Section 28, Township 29 North, Range 24 West of the 4th Principal Meridian, Hennepin County, Minnesota, described as follows:

Commencing at the west quarter corner of said Section 28; thence southerly on an assumed bearing of South 0 degrees 03 minutes 27 seconds East, along the west line of said Section 28 a distance of 493.63 feet; thence North 70 degrees 57 minutes 00 seconds East a distance of 655.76 feet to the point of intersection with the northwesterly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, according to the recorded map thereof, said intersection being the point of beginning of the parcel to be described; thence North 74 degrees 58 minutes 02 seconds East, along said northwesterly line, a distance of 399.69 feet; thence North 70

degrees 57 minutes 00 seconds East 233.34 feet; thence northeasterly a distance of 305.01 feet along a non-tangential curve concave to the northwest having a radius of 2504.87 feet, a central angle of 6 degrees 58 minutes 36 seconds and a chord bearing of North 64 degrees 04 minutes 56 seconds East, to the point of intersection with a line drawn 40.00 feet north of and parallel with the east-west quarter line of said Section 28; thence North 89 degrees 45 minutes 06 seconds West along said parallel line a distance of 57.61 feet to the point of intersection with a line drawn 50.00 feet southeasterly of and parallel with the BNSF Railway Company main track centerline as now located and constructed; thence southwesterly a distance of 250.70 feet along a non-tangential curve concave to the northwest having a radius of 2476.87 feet, a central angle of 5 degrees 47 minutes 57 seconds and a chord bearing of South 64 degrees 39 minutes 06 seconds West; thence South 70 degrees 57 minutes 00 seconds West a distance of 631.21 feet to the point of beginning.

Tract 5

General Location: Interstate 394 to Franklin Ave. (the "Cedar Lake Yards")

Property Identification No(s).: Part of 28-029-24-32-0057 (Road PID - Division in Process)

29-029-24-41-0044

Tract Index (Abstract): Part of Lots 12, 13, 14, 15 and 16, Block 2,

Lakeview Addition to Minneapolis (Note: Part of said Lots 12 and 13 is Torrens);

Lot 9 and Part of Lot 1, Block 1,

"Kenwood, Minneapolis, Minn.";

Part of Government Lots 2 and 4,

Section 28, Township 29, Range 24;

Part of Government Lot 1,

Part of the Northeast ¼ of the Southeast ¼,

Part of the Southeast ¼ of the Southeast ¼,

Section 29, Township 29, Range 24.

Tract Index (Torrens): Certificate of Title No. 1422212.

HCRRA Property Map No(s).: Map No. 9 and Part of Map No. 10

Parcel 1

(From Pages 3 and 4 of CR Doc. No. 4928955 – with an exception based upon land described on Pages 3 and 4 of Exhibit A of CR Doc. No. 9682078 and from land described in "Tract 4 – Parcel 1" above)

That part of Government Lots 2 and 4 of Section 28, and of Government Lot 1, and the East one-half of the Southeast Quarter of Section 29, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of Government Lot 4, of Section 28, distant 50 feet Southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Southwesterly parallel with said center line to the most Northerly corner of Lot 8, in Block 2, of Lakeview Addition to Minneapolis; thence Southeasterly along the Northeasterly line of said Lot 8 to its intersection with a line drawn parallel with and distant 25 feet Southeasterly, measured at right angles, from the Northwesterly line of said Lot 8; thence Southwesterly along said parallel line to the Northeasterly line of Lot 9, in said Block 2; thence Southeasterly along the Northeasterly line of said Lot 9 to its intersection with a line drawn parallel with and distant 50 feet Southeasterly, measured at right angles, from the Northwesterly line of Lots 9, 10 and 11,

of said Block 2; thence Southwesterly along said parallel line to the Northeasterly line of Lot 10, in said Block 2; thence Southwesterly to a point on the Southwesterly line of said Lot 10, distant 20 feet Southeasterly from its intersection with said parallel line; thence Southwesterly to a point on the Westerly line of Lot 11, distant 35 feet Southerly from its intersection with said parallel line; thence Northerly along said Westerly line of Lot 11 a distance of 35 feet; thence Southwesterly to a point in the Easterly line of Lot 13, of said Block 2, distant 75 feet Southerly, measured at right angles, from the Northerly line of said Lot 13; thence Southwesterly to a point in the Easterly line of Lot 16, of said Block 2, distant 190 feet Northerly from Southeast corner of said Lot 16; thence Southwesterly to the Southwest corner of said Lot 16; thence Southerly along an Easterly line of Lot 1, in Block 1, of Kenwood a distance of 60.02 feet; thence Southwesterly to the most Southerly corner of said Lot 1; thence Southwesterly to the most Southerly corner of Lot 9, of said Block 1; thence Southerly to the Northwest corner of Lot 8, of said Block 1; thence Southwesterly along the Westerly extension of the Northerly line of said Lot 8, to a point distant 20 feet West, measured at right angles, from the West line of said Lot 8; thence South parallel with said West line to the Northerly line of Kenwood Parkway; thence Southwesterly to a point distant 362.68 feet due North from a point in the South line of Section 29, distant 1327.4 feet West from the Southeast corner of said Section 29; thence Southwesterly a distance of 390.29 feet to a point in the South line of Section 29, distant 1471.7 feet West from the Southeast corner of said Section 29; thence West along the South line of Section 29, to a point distant 6 feet Easterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Northeasterly parallel with said center line a distance of 1060.64 feet; thence deflecting right 91 degrees 35 minutes, a distance of 16.02 feet, to a point distant 22 feet Southeasterly, measured radially, from said center line; thence Northeasterly parallel with said center line to a point on the North line of Government Lot 4, of said Section 28; thence East along said North line to the beginning;

except that part thereof lying Easterly of the Northerly extension of the West line of Lot 3, Block 1, ROONEY AND ROONEY ADDITION TO KENWOOD, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Hennepin County, Minnesota.

Parcel 2

(From Torrens Certificate of Title No. 1422212 – Refer to RT Doc. No. 2165328)

That part of Lot 12 lying southerly of a line drawn from a point on the westerly line of said lot, distant 75 feet along said west line from the northwest corner of said lot, to a point in the east line of said lot, 50 feet southerly at right angles, to the northerly line of said lot; also

That part of Lot 13 lying southerly of a line drawn from a point in the east line of said lot, which is 75 feet southerly at right angles to the northerly line of said lot, to a point in the east line of Lot 16, distant 190 feet north from the southeast corner of said Lot 16, except the west 56 feet, front and rear, thereof;

All in Block 2, Lakeview Addition to Minneapolis,

Except that part thereof lying southeasterly of a line drawn in a northeasterly and southwesterly direction from a point in the east line of said Lot 12, 96.2 feet south of the northeast corner thereof, through a point in the east line of said Lot 13, 106.3 feet south of the northeast corner thereof, and said line continued southwestwardly in a straight line to the west line of said Lot 13.

Tract 6

General Location: Franklin Ave. to 24th St. – the "Platted Lots"

Property Identification No(s).: 32-029-24-12-0005

32-029-24-12-0044

32-029-24-12-0045

32-029-24-12-0046

Tract Index (Abstract): Lots as described below.

HCRRA Property Map No(s).: Part of Map No. 8

Parcel 1

(From Page 4 of CR Doc. No. 4928955)

Lots 1 to 17 inclusive in Block 12 of Kenwood; and Lots 1 to 6 inclusive of Block A, Kenwood Rearrangement, Minneapolis, Minnesota.

Parcel 2

(Note: Lots 7, 8, 9 and 10, Block A, Kenwood Rearrangement, Minneapolis, Minnesota, from Page 4 of CR Doc. No. 4928955 has been replatted into Lots 1 and 2, Block 1, and Outlot A, Hennepin Rail Authority, and said Lot 1 was previously transferred by CR Doc. No. 6254163)

Lot 2, Block 1, and Outlot A, Hennepin Rail Authority.

Tract 7

General Location: Franklin Ave. to Lake St. – except the "Platted Lots"

Property Identification No(s).: 32-029-24-12-0003

32-029-24-13-0001

32-029-24-34-0508

Tract Index (Abstract): Part of Government Lots 3, 4, 5, 7 and 8,

Section 32, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 8

Parcel 1

(From Pages 4 and 5 of CR Doc. No. 4928955)

That part of Section 32, Township 29 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of Government Lot 3, in said Section 32, distant 50 feet Easterly, measured at right angles, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Southerly parallel with said center line to a point on the North line of Government (Lot) 4, in said Section 32; thence Easterly along the North line of said Government Lot 4 to a point distant 230 feet Easterly, measured at right angles, from said center line; thence Southerly parallel with said center line a distance of 742 feet; thence Southwesterly a distance of 700 feet to a point distant 75 feet Southeasterly, measured at right angles, from said center line; thence Southwesterly parallel with said center line to a point on the South line of said Government Lot 4; thence Westerly along said South line to a point distant 50 feet Southeasterly, measured at right angles, from said center line; thence Southwesterly to a point on the West line of Government Lot 5, in said Section 32, distant 645 feet South from the Northwest corner of said Government Lot 5; thence Southerly along the West line of said Government Lot 5, to a point distant 50 feet Southeasterly, measured at right angles, from the center line of the original main track of the Minneapolis and St. Louis Railroad Company; thence Southwesterly parallel with the center line of said main track to a point on the Westerly extension of the North line of West 28th Street; thence Westerly along said Westerly extension to a point distant 40 feet Southeasterly, measured radially, from the center line of said main track; thence Southwesterly parallel with the center line of said main track a distance of 995 feet, more or less, to a point on a line drawn radially to the center line of said main track from the point of intersection of the Northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company with a line drawn 50 feet Southeasterly, measured radially, from the

center line of said main track; thence Southeasterly along said radial line a distance of 10 feet; thence Southwesterly parallel with the center line of said main track to a point distant 567.38 feet Northeasterly, measured along said parallel line from a point on the South line of said Section 32; thence Southwesterly a distance of 580.15 feet to a point on said South line distant 37.5 feet Southeasterly, measured at right angles, from the center line of said main track; thence Westerly along the South line of said Section 32, to a point distant 50 feet Northwesterly, measured at right angles, from the center line of said main track; thence Northeasterly parallel with the center of said main track to a point on the North line of West Lake Street; thence Easterly along said North line to a point distant 12 feet Northwesterly, measured at right angles, from the center line of said main track; thence Northeasterly parallel with the center line of said main track to a point on the Southerly line of Cedar Lake Boulevard; thence Westerly along said Southerly line to a point distant 50 feet Southeasterly, measured radially, from the center line of the St. Paul, Minneapolis & Manitoba Railway as originally located; thence Northeasterly parallel with said center line to a point distant 250 feet Southwesterly, measured along said parallel line from the East line of Government Lot 7, of said Section 32; thence Northwesterly radially to said center line a distance of 28 feet; thence Northeasterly parallel with and distant 22 feet Southeasterly, measured radially, from said center line to a point distant 51.85 feet Northeasterly, measured along said parallel line, from the West line of Government Lot 5, of said Section 32; thence Northwesterly, measured radially, to a point distant 6 feet Southeasterly, measured along said radial line, from said center line; thence Northeasterly parallel with said center line to a point on the North line of Government Lot 3, in said Section 32; thence Easterly along said North line to the beginning.

Tract 8

General Location: Midtown Corridor from Lake St. to East of Kenilworth Corridor

Property Identification No(s).: Division of 32-029-24-34-0509

Tract Index (Abstract): Part of Government Lot 7,

Section 32, Township 29, Range 24.

HCRRA Property Map No(s).: Part of Map No. 32

Parcel 1

(From Exhibit A on Page 3 of CR Doc. No. 6128880)

All that part of the Soo Line Railroad Company right of way passing through the Southeast Quarter of the Southwest Quarter of Section 32, Township 29, Range 24,

which lies southwesterly of a line drawn parallel to and distant 390.00 feet southwesterly from the northeasterly line of Lot D, "West End Subdivision, Minneapolis, Minn" and its extensions.

(Note: The Southeast Quarter of the Southwest Quarter of said Section 32 is actually Government Lot 7.)

Tract 9

General Location: Lake St. to Minneapolis/St. Louis Park Border

Property Identification No(s).: 05-028-24-22-0006

05-028-24-22-0013

05-028-24-22-0127

05-028-24-22-0128

Tract Index (Abstract): Part of Block 1,

"Bebb's Addition to Minneapolis";

Part of Lot 24, Block 2,

Calhoun Boulevard Addition to Minneapolis, Minn.;

Part of Government Lot 6,

Part of the Northwest ¼ of the Northwest ¼,

Section 5, Township 28, Range 24.

HCRRA Property Map No(s).: Map No. 7 and Map No. 31

Parcel 1

(From Page 5 of CR Doc. No. 4928955)

That part of the North Half of the Northwest Quarter of Section 5, Township 28 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 5, distant 37.5 feet Southeasterly, measured at right angles, from the center line of the original main track of the Minneapolis and St. Louis Railway Company; thence Southwesterly a distance of 715.3 feet to a point distant 25 feet Southeasterly, measured radially, from the center line of said main track; thence Westerly parallel with the center line of said main track to a point on the West line of the Northwest Quarter of said Section 5; thence Northerly along said West line to a point distant 25 feet Northerly, measured radially, from the center line of said main track; thence Northeasterly parallel with the center line of said main track to a point on the center line of Chowen Avenue, now vacated; thence North along said center line of Chowen Avenue, now vacated, to a point distant 5.75 feet Northerly, measured at right angles, from said parallel line; thence Northeasterly to the Northeast corner of Block 1, Bebb's Addition to Minneapolis; thence Northeasterly parallel with the center line of said main track to a point on the North line of said Section 5; thence Easterly along said North line to the beginning.

(Note: The above perimeter description passes through a portion of Block 1, “Bebb’s Addition to Minneapolis”. Also, the North Half of the Northwest Quarter of said Section 5 is actually Government Lot 6 and the Northwest Quarter of the Northwest Quarter.)

Parcel 2

(From Page 5 of CR Doc. No. 4928955)

That part of the North 24 feet of Block 1, of Bebb’s Addition to Minneapolis, lying Westerly of a line running from the Northeast corner of said Block 1, to a point on the center line of Chowen Avenue, now vacated, distant 5.75 feet Northerly, measured at right angles, from the Southwesterly extension of the Southeasterly line of said Block 1.

Parcel 3

(From Exhibit A on Page 3 of CR Doc. No. 6128880)

All that part of the Soo Line Railroad Company right of way passing through the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Note: The land described above includes that portion of Lot 24, Block 2, Calhoun Boulevard Addition to Minneapolis, Minn. not included within the plat of Calhoun Greenway Addition. Also, the North Half of the Northwest Quarter of said Section 5 is actually Government Lot 6 and the Northwest Quarter of the Northwest Quarter.)

Tract 10

General Location: Minneapolis/St. Louis Park Border to West of Highway 100 - except Highway 100

Property Identification No(s).: 06-028-24-11-0001

06-028-24-11-0067 (State Assessed Rail PID)

06-028-24-11-0072

06-028-24-13-0004

Part of 06-028-24-24-0003 (PID Division in Process)

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,

Part of the Northwest ¼ of the Northeast ¼,

Part of the Southwest ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northwest ¼,

Part of the Southwest ¼ of the Northwest ¼,

Part of the Northwest ¼ of the Southwest ¼,

Section 6, Township 28, Range 24.

HCRRA Property Map No(s).: Part of Map No. 6 (except Highway 100) and Map No. 40

Parcel 1

(From Page 5 of CR Doc. No. 4928955)

A strip of land 50 feet in width extending over and across the North Half of the Northeast Quarter of Section 6, Township 28 North, Range 24 West of the Fourth Principal Meridian, said strip of land being 25 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 6.

Parcel 2

(From Page 5 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter, of said Section 6, said strip of land being 50 feet in width on each side of said original main track center line;

EXCEPT

(From Page 1 of CR Doc. No. 10274322)

That part of the Northwest Quarter of the Southwest Quarter of Section 6, Township 28 North, Range 24 West, shown as Parcel 200A on Minnesota Department of Transportation Right of Way Plat Numbered 27-221 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota;

AND EXCEPT

(From Page 1 of CR Doc. No. 10274323)

That part of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 6, Township 28 North, Range 24 West, shown as Parcel 200B on Minnesota Department of Transportation Right of Way Plats Numbered 27-221 and 27-222 as the same are on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Parcel 3

(From Page 1 of CR Doc. No. 5474897)

That part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 28 North, Range 24 West of the Fourth Principal Meridian, bounded and described as follows: Beginning at a point on the West line of said Southwest Quarter of the Northeast Quarter of Section 6, distant 299.7 feet Southerly from the Northwest corner thereof, said point being also on a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Minneapolis and St. Louis Railroad Company (later the Chicago and North Western Transportation Company, now the Hennepin County Regional Railroad Authority), as said main track center line was originally located and established over and across said Section 6; thence Northeasterly parallel with said original main track center line a distance of 46 feet; thence Westerly along a straight line a distance of 43 feet, more or

less, to a point on the West line of said Southwest Quarter of the Northeast Quarter of Section 6, distant 11 feet Northerly from the point of beginning; thence Southerly along said West line of the Southwest Quarter of the Northeast Quarter of Section 6 a distance of 11 feet to the point of beginning.

Parcel 4

(From Page 1 of CR Doc. No. 7786115)

That part of the Northeast Quarter of Section 6, Township 28, Range 24 lying northerly of the northerly line of the plat of BELTLINE BUSINESS PARK and southerly of the southerly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 6 recorded as Document Number 5504276 in the Hennepin County Recorders Office which lies easterly of the following described line and its southeasterly extension:

Commencing at the intersection of the east line of Section 6, Township 28, Range 24 and the main track centerline of the SOO Line Railroad as described in Document 5360776 and said point being depicted as Railroad Engineers Station 402+10 on the CANADIAN PACIFIC RAILWAY Map of proposed track changes at Bass Lake Yard dated 6/05/2001; thence westerly along said main track centerline a distance of 2020 feet to the Point of Switch at Station 381+90 on said Railway Map and being the point of beginning of the line to be described; thence northwesterly at right angles to said main track centerline to the southerly line of said HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 6 and said line there terminating.

Tract 11

General Location: West of Highway 100 (except Highway 100) to West of Wooddale Ave.,

Property Identification No(s).: Division of 16-117-21-31-0005

Tract Index (Abstract): Part of Government Lots 5, 7 and 8,

Section 16, Township 117, Range 21.

HCRRA Property Map No(s).: Part of Map No. 5 (and except Hwy 100)

Parcel 1

(From Pages 5 and 6 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across Government Lots 5, 6, 7, and 8 of Section 16, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 16. **EXCEPTING THEREFROM** the following: Those parts of Government Lots 5, 6, 7 and 8 in said Section 16, bounded and described as follows: Beginning at a point on the Northeasterly line of Wood Dale (or Pleasant) Avenue, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 16; thence Northeasterly parallel with said original main track center line to a point distant 14 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 253, as said spur track is now located; thence Southwesterly parallel with said spur track center line to a point distant 30 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located; thence Southwesterly parallel with said last described main track center line to a point on the Northeasterly line, or the Southeasterly extension thereof, of said Wood Dale Avenue; thence Northwesterly along said Northeasterly line, or the Southeasterly extension thereof, of Wood Dale Avenue, to the point of beginning. **ALSO EXCEPTING THEREFROM** the following: That part of Government Lot 7 in said Section 16, bounded as follows: On the Southwest by the West line of said Section 16; On the Northwest by a line parallel with and distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western

Transportation Company), as said main track center line was originally located and established across said Sections 16 and 17, and said parallel line being also the Southeasterly lines, and extensions thereof, of Blocks 40 and 41, Rearrangement of St. Louis Park; On the Northeast by the Southerly line, or the Easterly extension thereof, of 36th Street; And on the Southeast by a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located. [**Excepting therefrom** that part lying Southeasterly of a line parallel with and distant 8.5 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 260, as said spur track is now located.]

EXCEPT

(From Page 1 of CR Doc. No. 10274323)

That part of Government Lot 5, Section 16, Township 117 North, Range 21 West, shown as Parcel 200B on Minnesota Department of Transportation Right of Way Plat Numbered 27-221 as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Tract 12

General Location: West of Wooddale Ave. to East of Louisiana Ave.

Property Identification No(s).: 17-117-21-44-0001

Tract Index (Abstract): Part of the Southwest ¼ of the Southeast ¼,
Part of the Southeast ¼ of the Southeast ¼,
Section 17, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 4

Parcel 1

(From Page 7 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the South Half of the Southeast Quarter of Section 17, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 17; **EXCEPTING THEREFROM** that part bounded as follows: On the Southwest by the Southerly extension of the West line of Dakota Avenue; On the Northwest by a line parallel with and distant 50 feet Northwesterly, measured at right angles, from said original main track center line; On the East by the East line of said Section 17; And on the Southeast by a line parallel with and distant 25 feet Northwesterly, measured at right angles, from the center line of the Southbound main track of the Chicago and North Western Transportation Company (formerly the Minneapolis and St. Louis Railway Company), as said main track is now located.

Tract 13

General Location: East of Louisiana Ave. to St. Louis Park/Hopkins Border

Property Identification No(s).: 20-117-21-12-0001

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,
Part of the Northwest ¼ of the Northeast ¼,
Part of the Northeast ¼ of the Northwest ¼,
Part of the Northwest ¼ of the Northwest ¼,
Part of the Southwest ¼ of the Northwest ¼,
Section 20, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 3

Parcel 1

(From Page 7 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the North Half of the Northeast Quarter, and the Northwest Quarter, of Section 20, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 20.

Tract 14

General Location: St. Louis Park/Hopkins Border to Highway 169

Property Identification No(s).: 19-117-21-13-0083

19-117-21-14-0005

19-117-21-31-0002

19-117-21-42-0036

Tract Index (Abstract): Lot 96 and Part of Lot 97,

Auditor's Subdivision No. 239;

Part of the Southwest ¼ of the Northeast ¼,

Part of the Southeast ¼ of the Northeast ¼,

Part of the Northeast ¼ of the Southwest ¼,

Part of the Northwest ¼ of the Southwest ¼,

Part of the Southwest ¼ of the Southwest ¼,

Part of the Northwest ¼ of the Southeast ¼,

Section 19, Township 117, Range 21.

HCRRA Property Map No(s).: Map No. 2, Map No. 30 and other land

Parcel 1

(From Page 1 of CR Doc. No. 8866213)

That part of the Northwesterly 25 feet of Lot 96, Auditor's Subdivision No. 239, Hennepin County, Minn., lying Easterly of the Southerly extension of the West line of Tract O, Registered Land Survey No. 561, Hennepin County, Minn.

Parcel 2

(From Pages 7 and 8 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across the South Half of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter, of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track of the

Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 19. **EXCEPTING THEREFROM** the following: That part of Lot 97, Auditor's Subdivision No. 239, Hennepin County, Minnesota, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for said county, described as follows: Beginning at the point of intersection of the East line of Monk Avenue with the Northwesterly right-of-way line of the Minneapolis and St. Louis Railway Company, said right-of-way line being parallel with and distant Northwestwardly 50 feet from the center line of said Railway Company's Southbound main track, as there now located; thence Northeastwardly, upon and along said right-of-way line, 845 feet; thence South parallel with said street line 14.48 feet to a point distant Southeastwardly 13 feet from said right-of-way line; thence Southwestwardly, parallel with said right-of-way line 845 feet, to said street line; thence North, upon and along said street line 14.48 feet to the point of beginning -- all being located in the Southeast Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West, City of Hopkins, Hennepin County, Minnesota. **ALSO EXCEPTING THEREFROM** the following: That part of the Southwest Quarter of the Northeast Quarter of Section 19, Township 117 North, Range 21 West, Hennepin County, Minnesota, described as follows: The Northwesterly 25.00 feet, as measured at right angles to the Northwesterly line, of the Chicago and North Western Transportation Company right-of-way lying Westerly of the Southerly extension of the East line of Lot 92, Auditor's Subdivision No. 239, according to the recorded plat thereof, and which lies Easterly of the Southerly extension of the West line of Tract O, Registered Land Survey No. 561, according to the recorded Registered Survey thereof.

(Note: The above description includes part of Lots 96 and 97, Auditor's Subdivision No. 239)

Parcel 3

(From Page 8 of CR Doc. No. 4928955)

A strip of land 100 feet in width extending over and across that part of the North Half of the Southwest Quarter of said Section 19 lying Northerly of the Northerly line of Excelsior Boulevard, said strip of land being 50 feet in width on each side of said original main track center line.

Parcel 4

(From Page 8 of CR Doc. No. 4928955)

That part of the Southwest Quarter of said Section 19, bounded and described as follows: Beginning at a point on the Southerly line of Excelsior Road (now Excelsior Boulevard), as said Road was established prior to the widening and improvement thereof (1978), distant 71.6 feet Northwesterly, measured at right angles, from said original main track center line; thence Southwesterly parallel with said center line a distance of 302.47 feet; thence Southwesterly along a straight line a distance of 636.8 feet to a point on the East line of Washington Avenue, distant 50 feet Northwesterly, measured at right angles, from said original main track center line; thence Southerly along said East line of Washington Avenue a distance of 58 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) connecting track ICC No. 9, as said track is now located; thence Northeasterly parallel with the center line of said connecting track (and the continuation thereof to the center line of the Westbound main track of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company) a distance of 830 feet, more or less, to a point opposite the point of switch for said connecting track (at said last described main track center line); thence Southeasterly radial to the last described course a distance of 3 feet, more or less, to a point distant 50 feet Southeasterly, measured at right angles, from said original (Minneapolis and St. Louis Railway Company) main track center line; thence Northeasterly parallel with said original main track center line a distance of 430 feet, more or less, to a point on the Southerly line of said Excelsior Road; thence Westerly along said Southerly line of Excelsior Road a distance of 315 feet, more or less, to the point of beginning.

Parcel 5

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 19 – Southwest Quarter.

Tract 15

General Location: Highway 169 to East of 11th Ave. – South of Excelsior Blvd.

Property Identification No(s).: 24-117-22-43-0005

24-117-22-44-0050

Division of 24-117-22-44-0051

Tract Index (Abstract): Part of Lot 26,

Auditor's Subdivision No. 242;

Part of the Southwest ¼ of the Southeast ¼,

Section 24, Township 117, Range 22.

HCRRA Property Map No(s).: Map No. 29 and Part of Map No. 12

Parcel 1

(From Pages 8 and 9 of CR Doc. No. 4928955)

That part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 117 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the East line of said Section 24, distant 50 feet Northwesterly, measured at right angles, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), running from Hopkins to Albert Lea, as said main track center line was originally located and established across said Section 24; thence Southwesterly parallel with said original main track center line a distance of 240 feet, more or less, to a point distant 50 feet Northwesterly, measured radially, from the center line of the main track of the Minneapolis and St. Louis Railway Company (now the Chicago and North Western Transportation Company), running from Hopkins to Morton, as originally located and established; thence Southwesterly parallel with said last described original main track center line a distance of 230 feet, more or less, to a point on a line drawn parallel with and distant 25 feet Southeasterly, measured at right angles, from a line hereinafter designated Line "A"; thence Southwesterly parallel with said Line "A" a distance of 210 feet, more or less, to a point distant 50 feet Southerly, measured radially, from said last described (Hopkins to Morton) original main track center line; thence Easterly parallel with said last described original main track center line a distance of 65 feet, more or less, to a point distant 50 feet Northwesterly, measured at right angles, from said (Hopkins to Albert Lea) original main track center line; thence Northeasterly along a straight line a distance of 220 feet, more or less, to a point distant 15 feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the

Minneapolis and St. Louis Railway Company), running from Hopkins to Albert Lea, as said main track is now located, at the point of switch for Chicago and North Western Transportation Company (formerly Minneapolis and St. Louis Railway Company) spur track ICC No. 6, as said spur track is now located; thence Northeasterly parallel with said spur track center line a distance of 385 feet, more or less, to a point on the East line of said Section 24; thence Northerly along said East line of Section 24 a distance of 55 feet, more or less, to the point of beginning. **DESCRIPTION FOR LINE "A":** Commencing at the Southeast corner of said Section 24; thence Northerly along the East line of said Section 24 a distance of 953.32 feet; thence Westerly deflecting to the left 112 degrees 38 minutes 17 seconds a distance of 780 feet and there terminating.

(Note: The above description includes a portion of the land described in Parcel 5 on Page 2 of CR Doc. No. 4681025)

Parcel 2

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 24 – South Half of the Southeast Quarter.

Tract 16

General Location: East of 11th Ave. to Hopkins/Minnetonka Border

Property Identification No(s).: 25-117-22-12-0010

25-117-22-21-0001

Tract Index (Abstract): Part of the Northwest ¼ of the Northeast ¼,

Part of the Northeast ¼ of the Northwest ¼,

Part of the Northwest ¼ of the Northwest ¼,

Section 25, Township 117, Range 22.

HCRRA Property Map No(s).: Map No. 28

Parcel 1

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 25 – Northwest Quarter of the Northeast Quarter;

North Half of the Northwest Quarter.

Tract 17

General Location: Easterly 275.00 feet of Section 26, Township 117, Range 22 in Minnetonka

Property Identification No(s).: Division of 26-117-22-13-0007

Tract Index (Abstract): Part of the Northeast ¼ of the Northeast ¼,

Section 26, Township 117, Range 22.

HCRRA Property Map No(s).: Part of Map No. 27

Parcel 1

(From Page 1 of CR Doc. No. 5754384)

Strips of land of varying widths being part of Chicago and North Western Transportation Company's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Chicago and North Western Transportation Company's rights of way and other real property associated therewith, not previously conveyed and not excluded and excepted herein, all as located over, across and upon the following described lands, to wit: Beginning at the South line of Excelsior Avenue in the Southwest Quarter of Section 19, Township 117 North, Range 21 West of the Fifth Principal Meridian; thence extending Southwesterly and continuing across the following described section:

TOWNSHIP 117 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 26 – East Half of the Northeast Quarter,

which lies Easterly of a line drawn parallel to and distant 275.00 feet Westerly of the East line of said Northeast Quarter of said Section 26.

EXHIBIT B

HCRRA FREIGHT RAIL OPERATING EASEMENT AND CONSENT TO LRT

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of Minnesota reserves the following Freight Rail Operating Easement ("HCRRA Freight Rail Operating Easement").

RECITALS:

A. HCRRA owns the Property described in the Quit Claim Deed.

B. HCRRA desires to convey the Property to the Council subject to the rights reserved herein.

ARTICLE 1
DEFINITIONS

The following terms shall have the meanings set forth below.

1.1 HCRRA. HCRRA means the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, in its capacity as fee owner of the Property.

1.2 Council. The Council means Metropolitan Council, a public corporation and political subdivision of the State of Minnesota.

1.3 LRT. LRT means the METRO Green Line Light Rail Transit Extension, to be owned and operated by the Council.

1.4 Property. The Property means that certain real property located in Hennepin County, Minnesota, legally described on Exhibit A to the Quit Claim Deed.

1.5 Easement Area. The Easement Area is that part of the Property legally described on Attachment I to this HCRRA Freight Rail Operating Easement and Consent to LRT.

1.6 Additional Property. The Additional Property is that certain real property to be acquired by the Council, and legally described on Attachment II to this HCRRA Freight Rail Operating Easement.

1.7 Kenilworth Corridor Trackage. The Kenilworth Corridor Trackage means the freight rail tracks that extend from former CNW milepost 16.3 (CP milepost 428.38) in the City of St. Louis Park, easterly to former CNW milepost 13.7 (BNSF milepost 13.0) at a point of connection with BNSF in the City of Minneapolis.

1.8 Quit Claim Deed. The Quit Claim Deed means the deed conveying the Property from HCRRA to the Council.

ARTICLE 2
RESERVATION OF RIGHTS

2.1 HCRRA Freight Rail Operating Easement.

2.1.1 HCRRA hereby reserves and creates for itself a permanent, irrevocable, exclusive, transferable, and assignable HCRRA Freight Rail Operating Easement over and across the Easement Area and the Kenilworth Corridor Trackage for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102(5), subject to the provisions of the TRA as defined in Section 2.4.

2.1.2 The rights encompassed by the HCRRA Freight Rail Operating Easement shall include but are not limited to the construction, maintenance, repair, replacement and operation of freight rail and associated facilities. Subject to the provisions of the TRA as defined in Section 2.4, 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 Property.

2.1.3 HCRRA shall not discontinue or abandon freight rail service on the Easement Area and the Kenilworth Corridor Trackage without required authorization from the Surface Transportation Board ("**STB**") or successor agencies.

2.1.4 HCRRA's right to assign this HCRRA Freight Rail Operating Easement shall be subject to the JPA, as defined in Section 2.4, and authorization from the STB or successor agencies.

2.1.5 The HCRRA Freight Rail 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 HCRRA Freight Rail Operating Easement shall terminate, subject to the LRT Rights provided in Section 2.2.

2.2 Consent to LRT.

2.2.1 HCRRA consents to the use the Easement Area by the Council for the construction, operation, and maintenance of the LRT, subject to the provisions of this HCRRA Freight Rail Operating Easement and the TRA and the JPA as defined in Section 2.4.

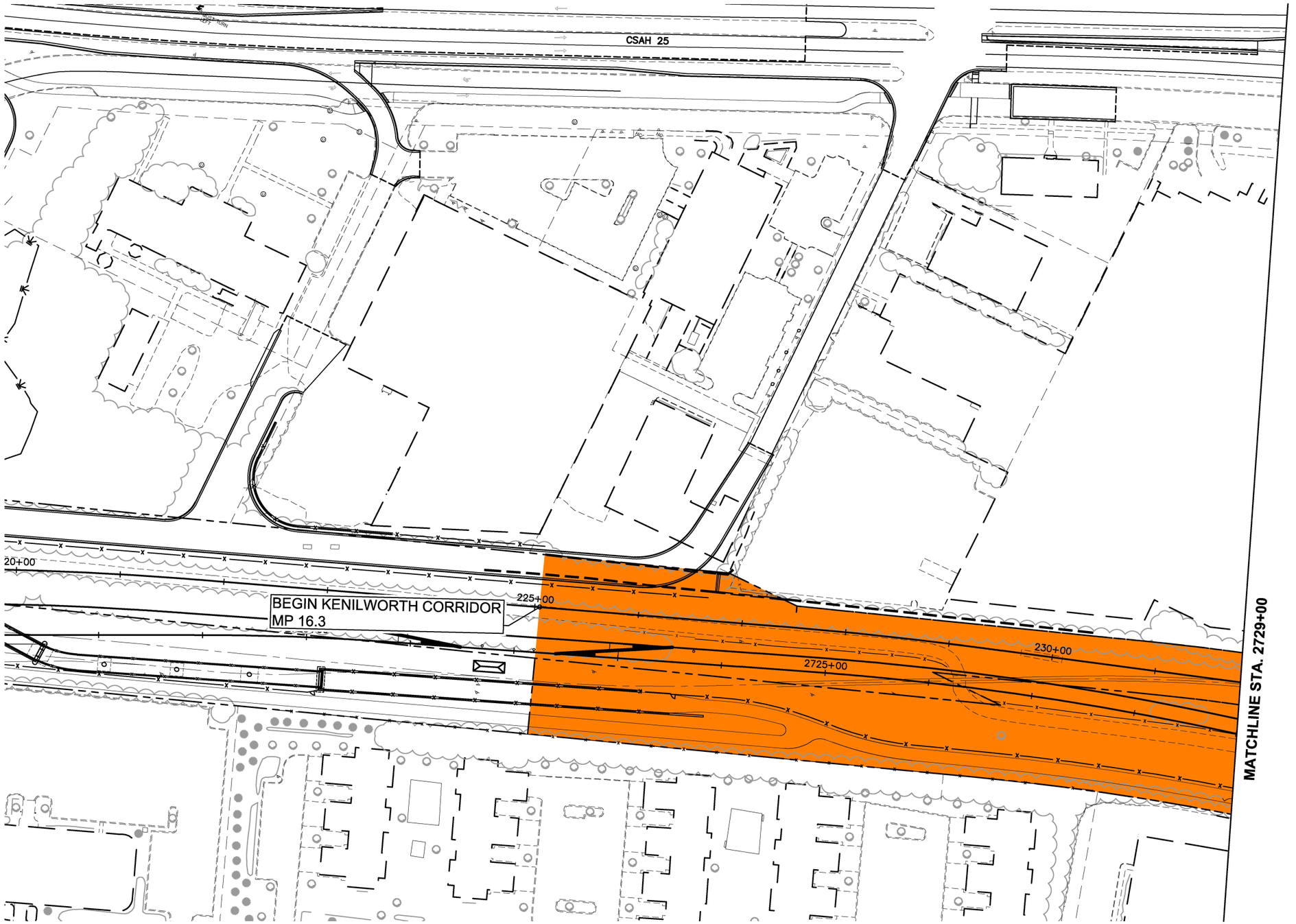
2.2.2. The Council's use of the Easement Area for the construction, operation and maintenance of the LRT is subject to the condition that the Council will not unreasonably interfere with the ability of HCRRA to operate as a rail carrier and fulfill its common carrier obligations along the Kenilworth Corridor Trackage or unreasonably interfere with freight rail operations under the TRA as defined in Section 2.4.

2.3 Adjustment of Kenilworth Corridor Trackage. During construction of the LRT, the parties anticipate that a portion of the Kenilworth Corridor Trackage will be adjusted from its current alignment to an alignment that is located on some or all of the Additional Property. Prior to the adjustment of any Kenilworth Corridor Trackage, the Council will grant a substitute freight rail operating easement to HCRRA with equivalent rights, in substantially the form of Attachment III ("**Substitute Freight Rail Operating Easement and Consent to LRT**"). The Council's adjustment of the Kenilworth Corridor Trackage is subject to the non-interference assurance in Section 2.2.2. The legal description of the Substitute Freight Rail Operating Easement will include the Additional Property and the Easement Area. Upon the recording of the Substitute Freight Rail Easement and Consent to LRT, the HCRRA Freight Rail Operating Easement created herein shall terminate.

2.4 This reservation of easement is being made subject to: (1) that certain Trackage Rights Agreement by and among HCRRA, the Soo Line Railroad Company (d/b/a Canadian Pacific), and the Twin Cities & Western Railroad Company ("**TCWR**") dated August 10, 1998, denominated as HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July 30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012 ("**TRA**"); (2) that certain Railroad Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA; and (3) that certain Joint and Cooperative Exercise of Powers Agreement entered into by and between the Council and the HCRRA ("**JPA**").

ATTACHMENT I

Easement Area



DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 01 OF 12

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 11:33 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E3-HCRRA-LAND TRANSFER-KW-03.dwg By: FosmoTL



LEGEND

EASEMENT AREA

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 02 OF 12

Rev 0
02/28/2018

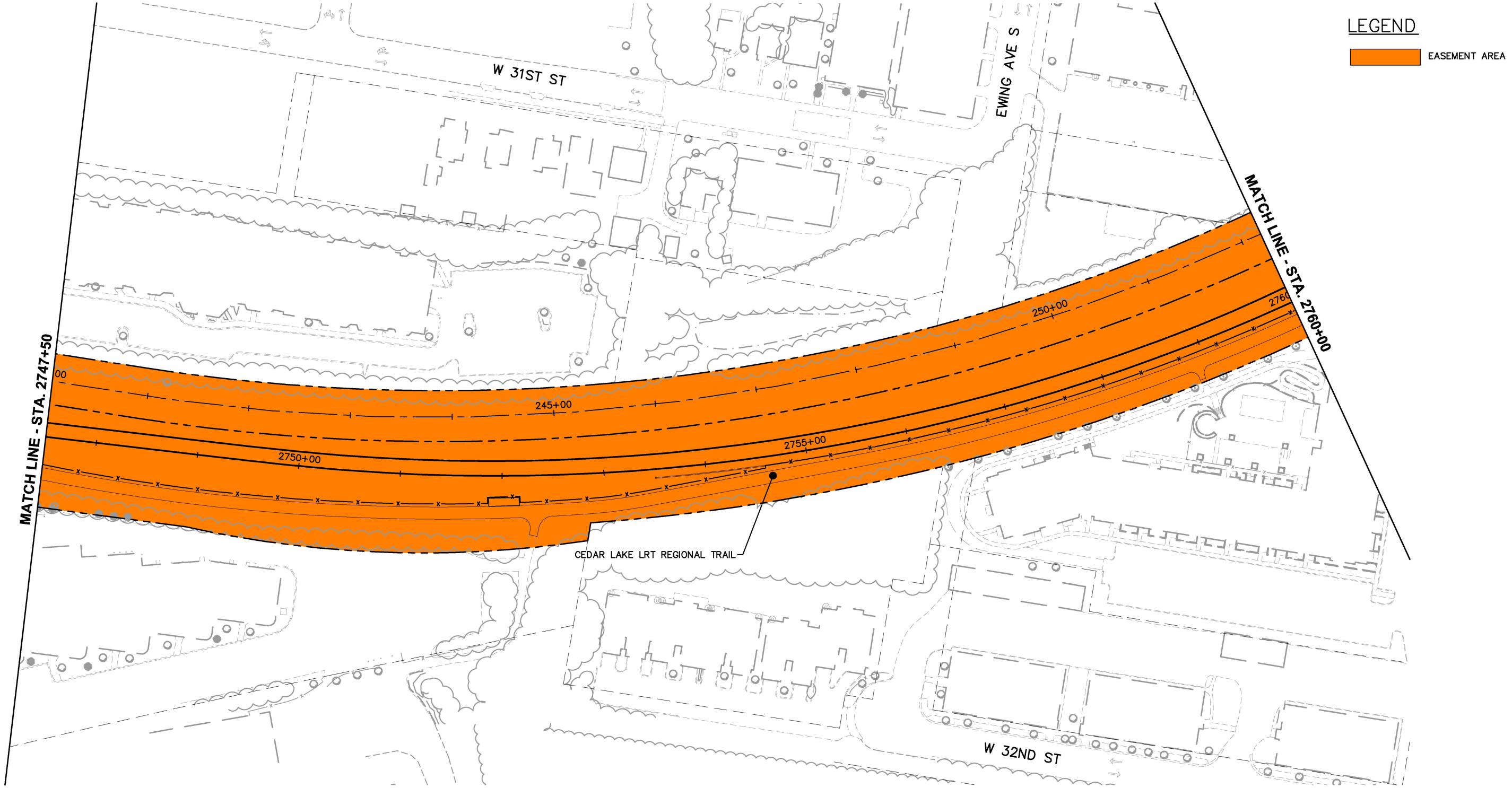
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0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 03 OF 12

Rev 0
02/28/2018

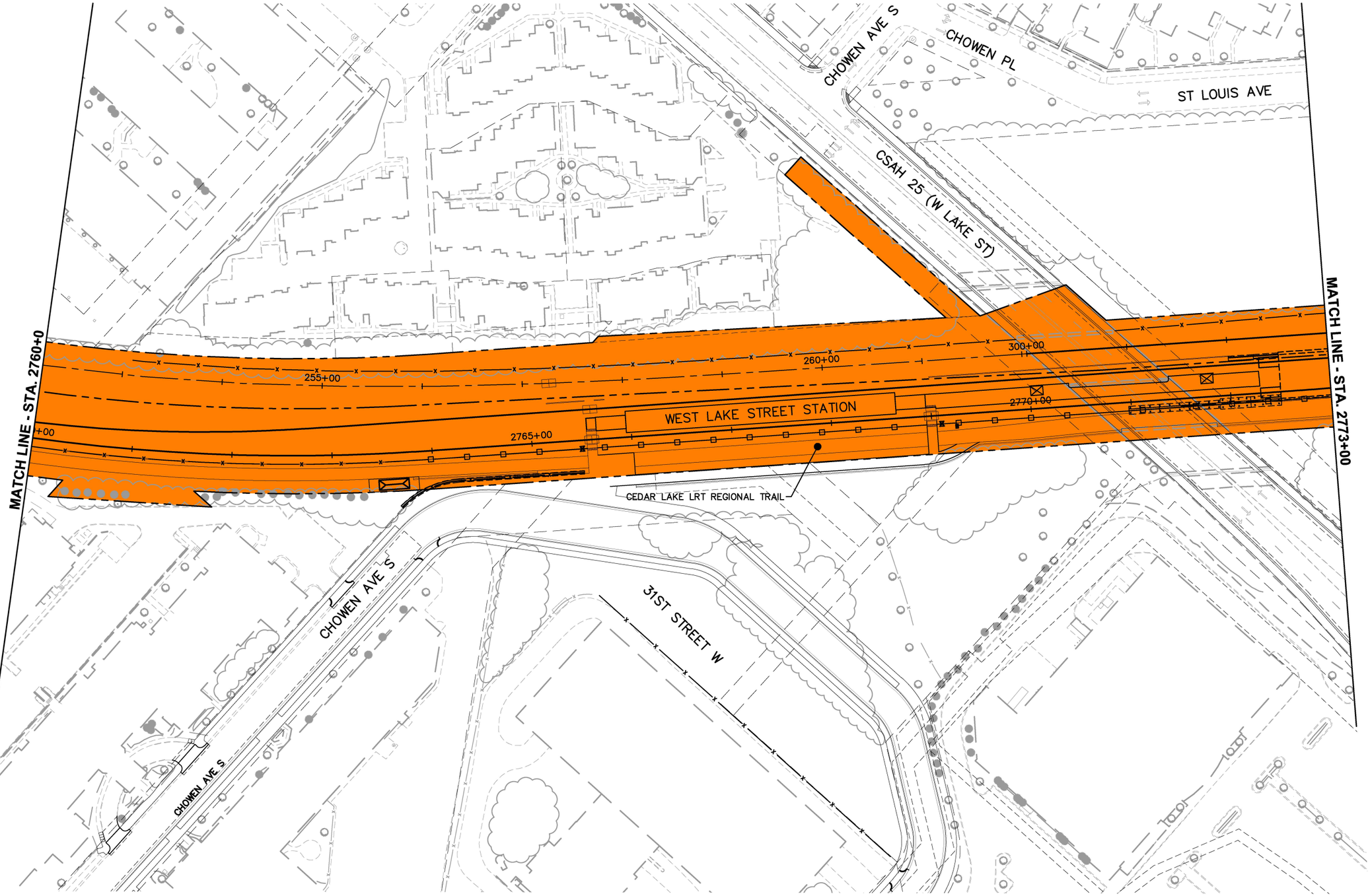
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

EASEMENT AREA

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 04 OF 12

Rev 0
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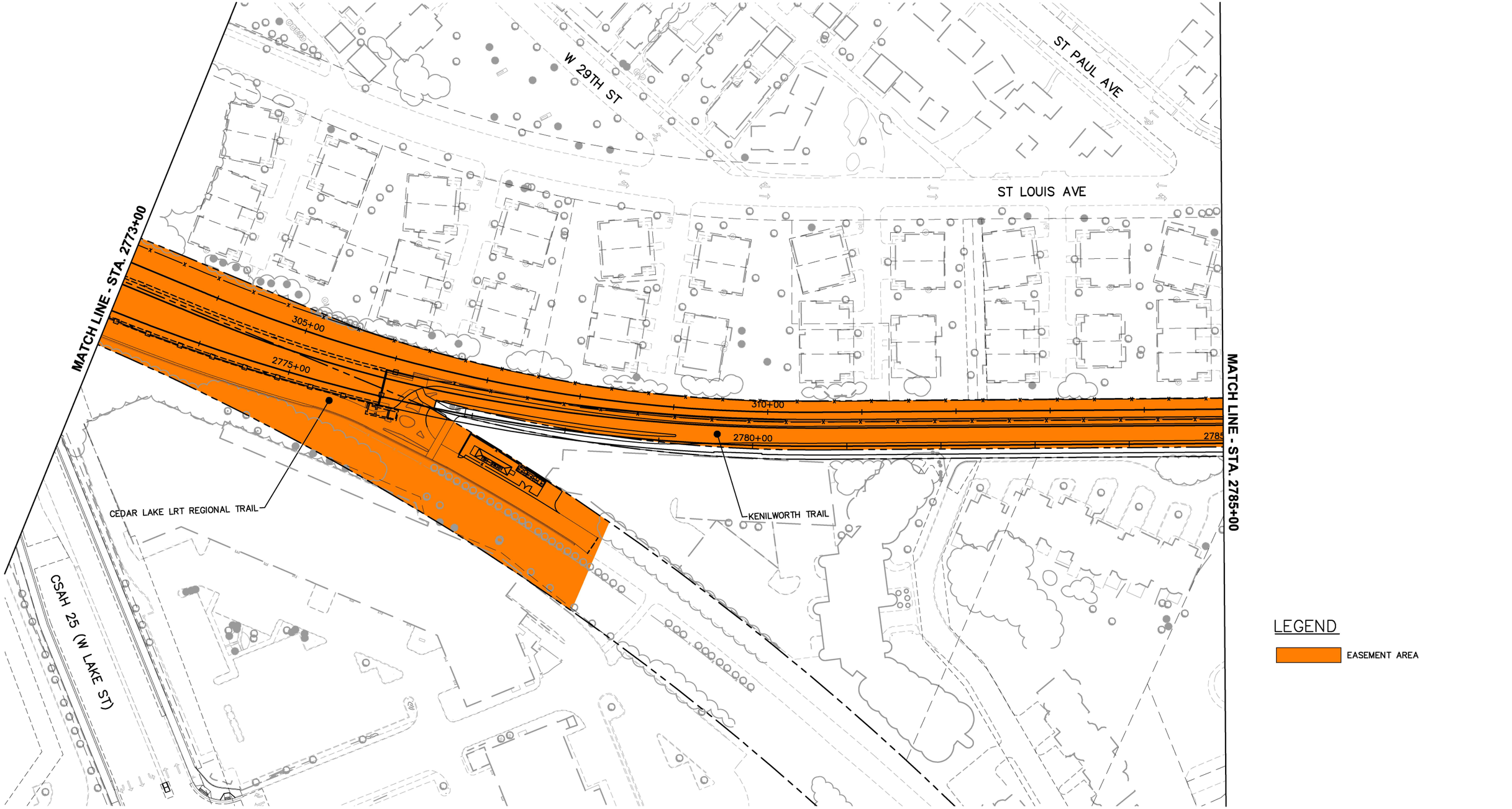
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 05 OF 12

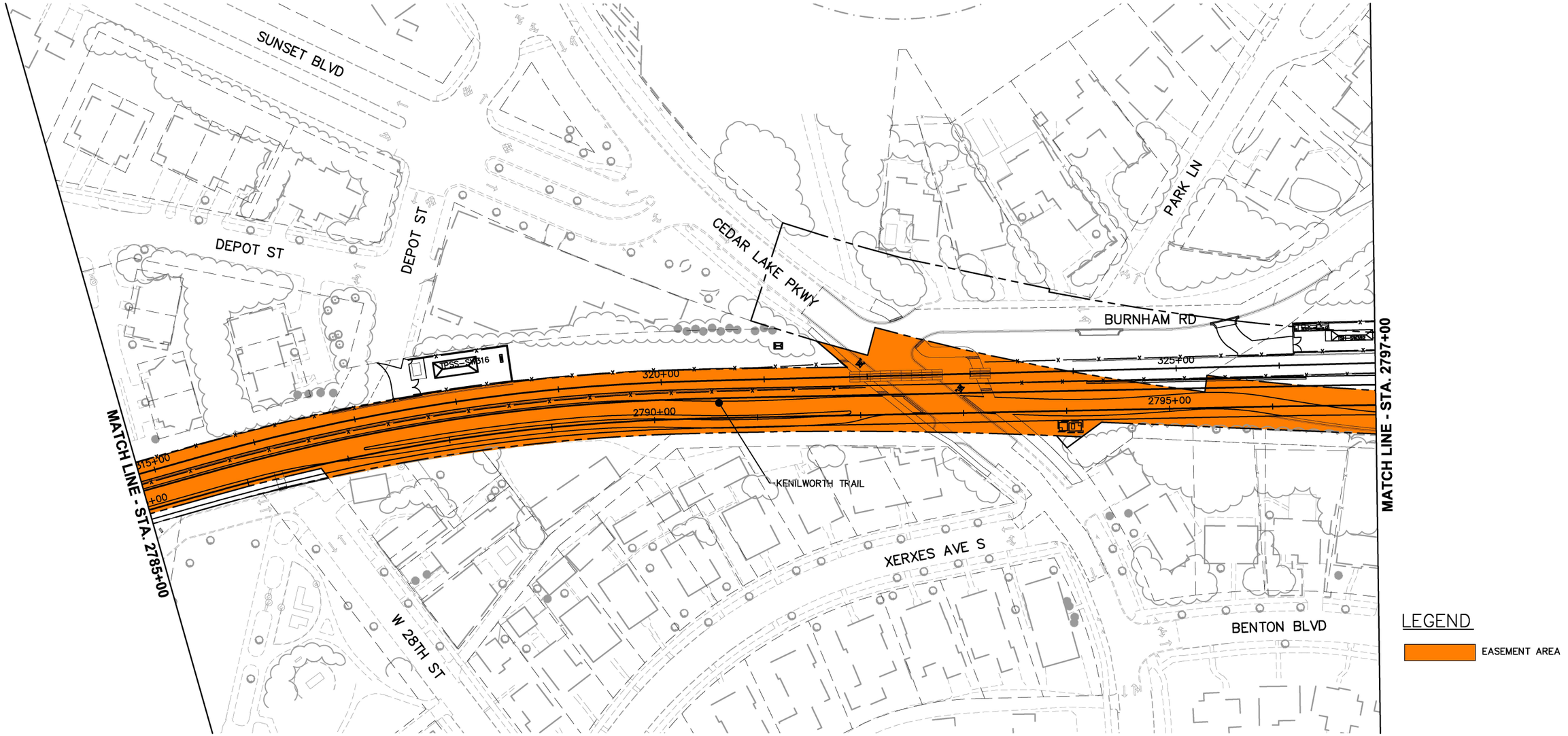
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
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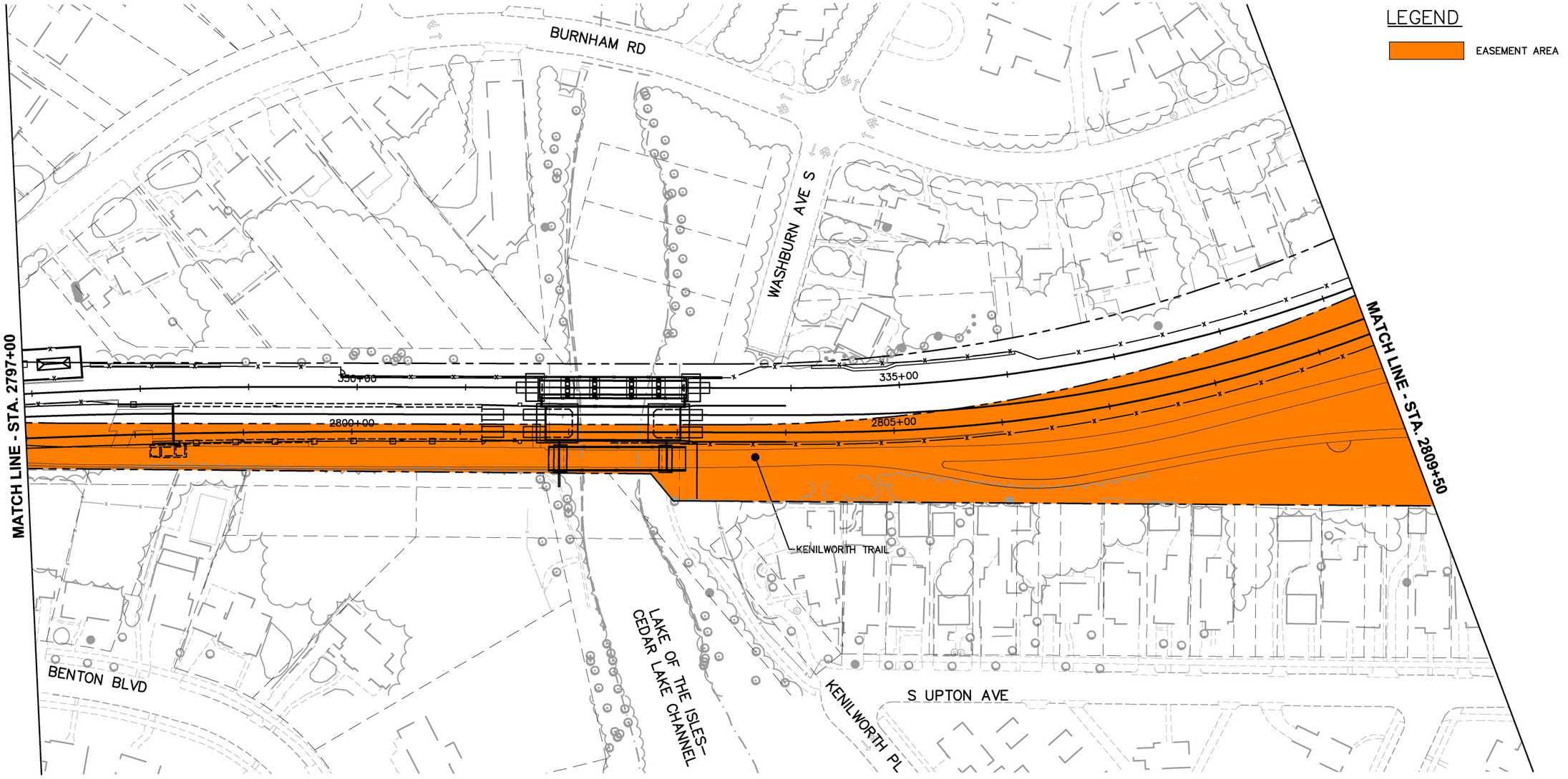
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SOUTHWEST LIGHT RAIL

EASEMENT AREA
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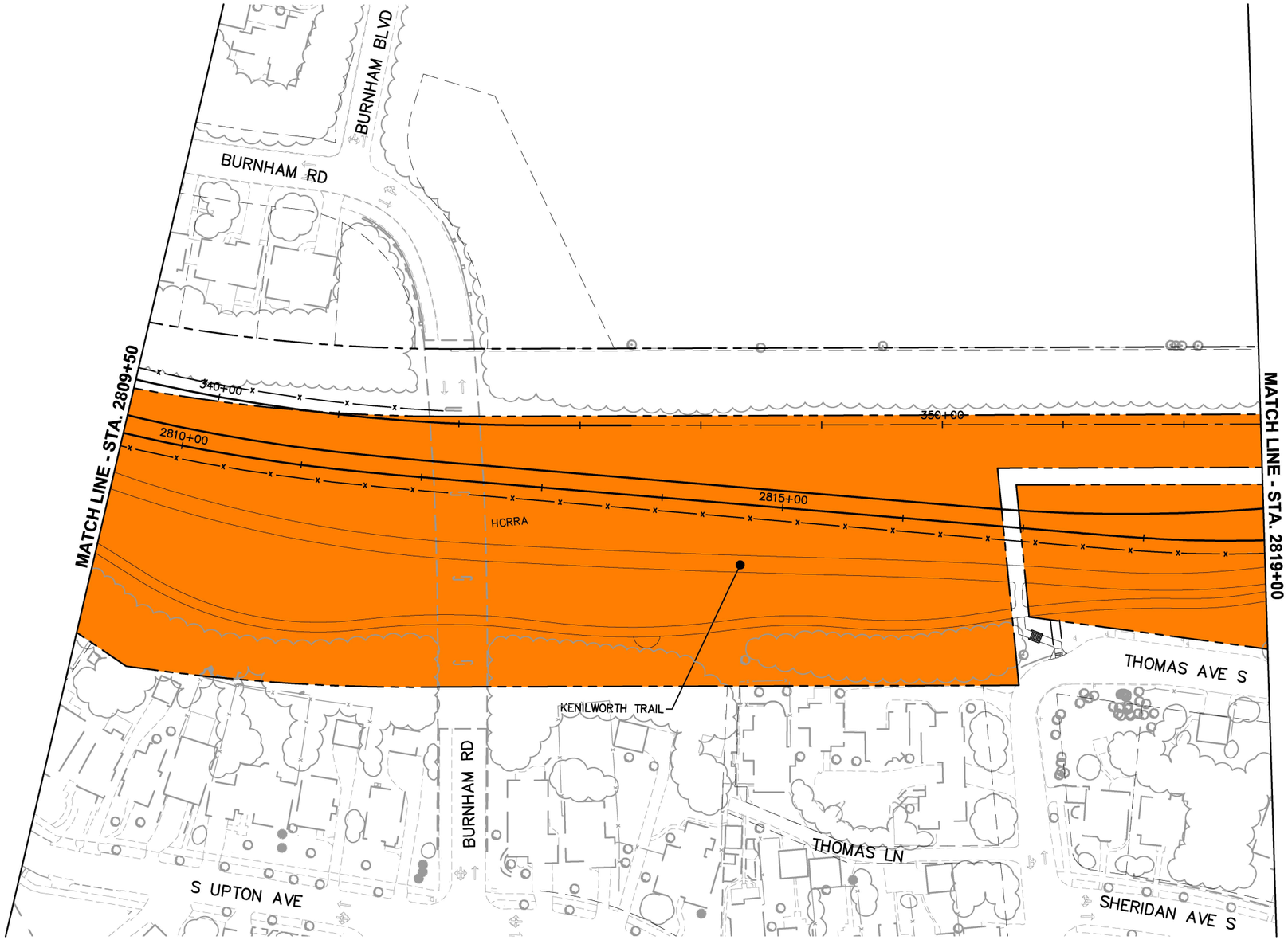
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
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Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
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Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 10 OF 12

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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 11 OF 12

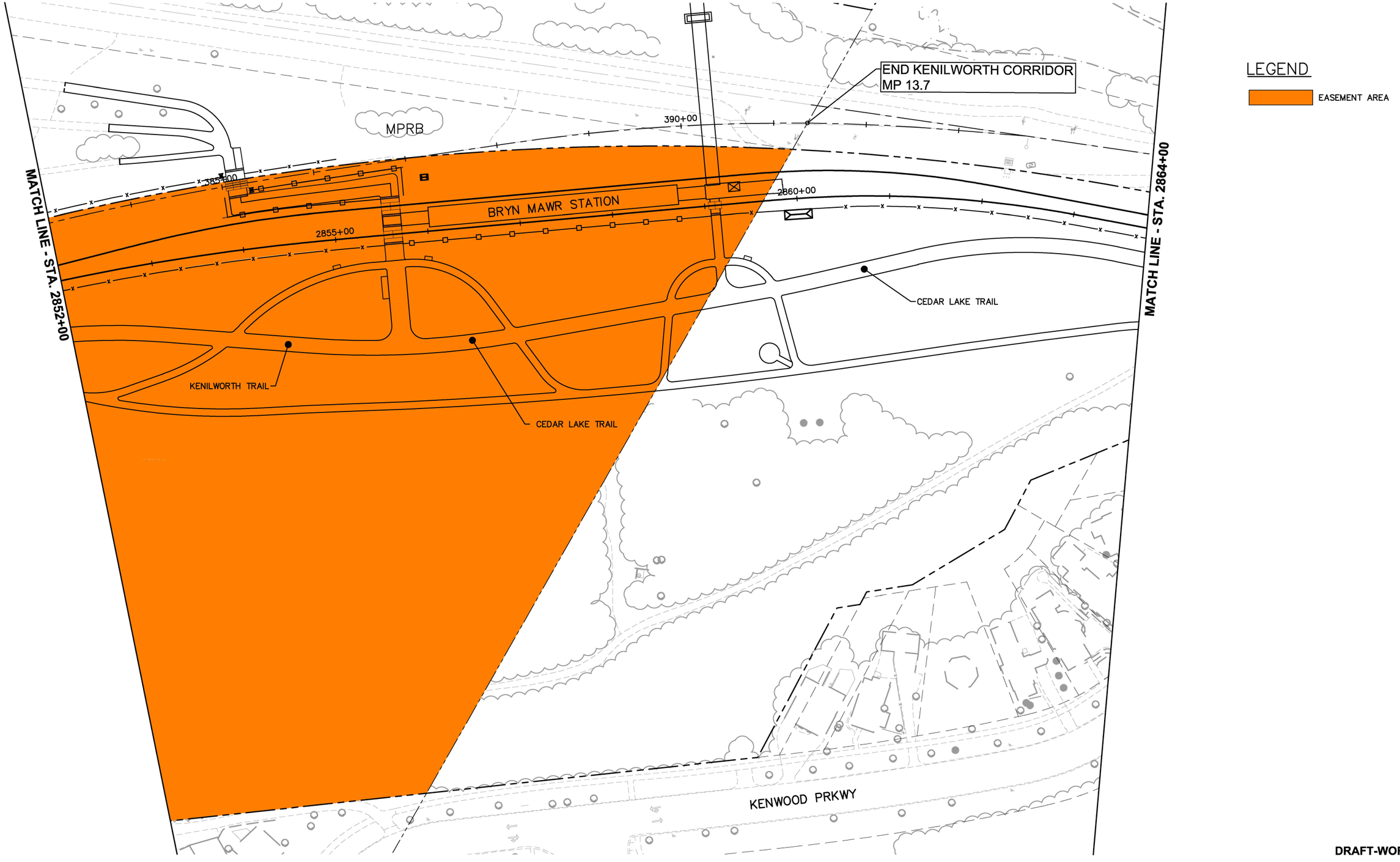
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

EASEMENT AREA
ATTACHMENT I
SHEET 12 OF 12

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Attachment I

Legal Description of Easement Area

That part of the Property described in the above Exhibit A which lies westerly of the East line, and its extensions, of Section 29, Township 29 North, Range 24 West of the Fourth Principal Meridian and which lies easterly of the following described line and its extensions:

Commencing at the intersection of the east line of Section 6, Township 28, Range 24 and the main track centerline of the SOO Line Railroad as described in Document 5360776 and said point being depicted as Railroad Engineers Station 402+10 on the CANADIAN PACIFIC RAILWAY Map of proposed track changes at Bass Lake Yard dated 6/05/2001; thence westerly along said main track centerline a distance of 2020 feet to the Point of Switch at Station 381+90 on said Railway Map and being the point of beginning of the line to be described; thence northwesterly at right angles to said main track centerline to the southerly line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 6 recorded as Document Number 5504276 in the Hennepin County Recorders Office and said line there terminating.

ATTACHMENT II

Additional Property

2700-SWR-706

Description for PID# (multiple PID's – CIC Property)

Parcel 706 C.S. 2700 (XXX) SWR

S.P. 9909-01

PROPERTY LEGAL DESCRIPTION:

Tract A. Common Elements of Condominium No. 284, CALHOUN-ISLES, A condominium, according to the plat thereof on file and of record;

ACQUISITION DESCRIPTION:

PERMANENT TRANSPORTATION EASEMENT:

That part of Tract A hereinbefore described which lies northwesterly of Line 1 described below:

Line 1. Commencing at the southwest corner of Section 32, Township 29 North, Range 24 West; thence easterly on an azimuth of 90 degrees 16 minutes 25 seconds along the south line of said Section 32 for 1445.53 feet to the point of beginning of Line 1 to be described; thence northeasterly for 898.82 feet on a non-tangential curve, concave to the northwest, having a radius of 1970.50 feet, a delta angle of 26 degrees 08 minutes 05 seconds and a chord azimuth of 36 degrees 46 minutes 33 seconds; thence continue on the last described curve for 500 feet and there terminating;

2700-SWR-P8016

Description for PID# 32-029-24-34-0078

Parcel P8016 C.S. 2700 (XXX) SWR

S.P. 9909-01

All of Tract A described below:

Tract A. That part of Government Lot 7, Section 32, Township 29 North, Range 24 West, bounded and described as follows: Beginning at a point on the northwesterly right of way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company distant 50 feet southeasterly measured radially from centerline of main track of Minneapolis and St. Louis Railway Company (now Chicago and North Western Transportation Company) as said track centerline was originally located; thence northeasterly parallel with said original main track centerline for 1005 feet, more or less, to a point on the westerly extension of the north line of West 28th Street; thence westerly along said north line extension for 10 feet, more or less, to a point distant 25 feet southeasterly measured radially from centerline of the most southeasterly or “northbound” main track of Chicago and North Western Transportation Company as said track is now located; thence southwesterly parallel with said last described main track centerline for 995 feet, more or less, to a point on a line drawn radially to said last described main track centerline through the point of beginning; thence southeasterly to the point of beginning

2700-SWR-703

Description for PID# 32-029-24-34-0418

Parcel 703 C.S. 2700 (XXX) SWR

S.P. 9909-01

PROPERTY LEGAL DESCRIPTION:

Tract A. Lot 22, Block 1, CEDAR LAKE SHORES ADDITION, according to the plat thereof on file and of record;

ACQUISITION DESCRIPTION:

PERMANENT TRANSPORTATION EASEMENT:

That part of Tract A hereinbefore described which lies northeasterly of Line 1 described below:

Line 1. Beginning at the point of intersection of the southeast line of St. Paul Avenue and the southwest line of Depot Street, said point being a lot corner of said Lot 22, Block 1, CEDAR LAKE SHORES ADDITION; thence southeasterly for 107.82 feet, more or less, along the southwest line of Depot Street and its southeasterly extension to the southeast line of said Lot 22 and there terminating;

2700-SWR-P8017

Description for PID# 32-029-24-31-0070

Parcel P8017 C.S. 2700 (XXX) SWR

S.P. 9909-01

All of Tract A described below:

Tract A. That part of Lot A, West End Subdivision, Minneapolis, Minn., lying north of Cedar Lake Parkway, according to the plat thereof on file and of record.

2700-SWR-710

Description for PID#'s 32-029-24-42-0101 & 32-029-24-42-0102

Parcel 710 C.S. 2700 (XXX) SWR

S.P. 9909-01

PROPERTY LEGAL DESCRIPTION:

Tract A. The Common Areas of Condominium No. 392, WALTON HILLS CONDOMINIUM, according to the plat thereof on file and of record, as shown on said plat, also described as being property located upon Lot 4, Block 3, WALTON HILLS Second Addition, according to the plat thereof on file and of record, except that part thereof lying northeasterly of a straight line drawn from a point on the southeasterly line of said Lot 4 distant 67 feet southwesterly along said southeasterly line from the most easterly corner of said Lot 4 to a point on the northwesterly line of said Lot 4 distant 67 feet southwesterly along said northwesterly line from the most northerly corner of said Lot 4; together with that part of vacated Xerxes Ave accruing thereto by reason of the vacation thereof; also together with that part of the vacated alley adjoining said Common Areas accruing thereto by reason of the vacation thereof;

ACQUISITION DESCRIPTION:

FEE:

That part of Tract A hereinbefore described, which lies northwesterly of Line 1 described below:

Line 1. Beginning at a point on the west line of said vacated Xerxes Avenue distant 9 feet southerly of the point of intersection of said west line and the northwest line of said vacated alley; thence northeasterly to the point of termination of Line 2 described below and there terminating;

Line 2. Beginning at a point on the southeasterly line of Lot 4, Block 3, WALTON HILLS, Second Addition, according to the plat thereof on file and of record, distant 67 feet southwesterly of the most easterly corner thereof; thence northwesterly to a point on the northwesterly line of said Lot 4 distant 67 feet southwesterly of the most northerly corner thereof; thence continue on the last described course to the point of intersection with the northwest line of said vacated alley adjoining said Lot 4 and there terminating.

2700-SWR-711

FEE ACQUISITION – Description for PID#'s 32-029-24-42-0001 & 32-029-24-12-0001

Parcel 711 C.S. 2700 (XXX) SWR

S.P. 9909-01

All of Tract A described below:

Tract A. All that part of the right of way of the Great Northern Railway Company, now BNSF Railway Company, in Government Lots 3, 4, 5 and 7 of Section 32, Township 29 North, Range 24 West described as follows: A strip of land 56 feet wide, being six feet wide on the easterly side and 50 feet wide on the westerly side of the centerline of the main track of the railway of the First Division of the St. Paul and Pacific Railroad Company, predecessor in interest of the Great Northern Railway Company, as originally located and constructed and extending from the northerly line of West 21st Street southerly and southwesterly over and across said Government Lots 3, 4 and 5 to the southerly extension of the east line of Zerxes Avenue, now known as Burnham Road, as now laid out and established in the City of Minneapolis, being also the southerly extension of the west line of Block 4, WALTON HILLS Second Addition to Minneapolis, Minn. according to the plat thereof on file and of record;

Together with the following described strip of land: A strip of land 50 feet wide on the northwesterly side and 22 feet wide on the southeasterly side of the centerline of the railway of the St. Paul, Minneapolis and Manitoba Railway Company, as originally located and constructed, but now abandoned; lying southwesterly of the southerly extension of the east line of Zerxes Avenue, now known as Burnham Road, as now laid out and established in the City of Minneapolis, being also the southerly extension of the west line of Block 4, WALTON HILLS Second Addition to Minneapolis, Minn. according to the plat thereof on file and of record; and lying northerly of the north line of Cedar Lake Boulevard, now known as Cedar Lake Parkway;

Excepting therefrom that part quit claimed to the City of Minneapolis, acting by and through its Board of Park Commissioners in Document No. 3107153;

The easterly line of the above described strips of land adjoin the Hennepin County Regional Railroad Authority property shown on Hennepin County Regional Railroad Authority Map No. 8, according to the map thereof on file and of record.



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SOUTHWEST LIGHT RAIL

ADDITIONAL PROPERTY
ATTACHMENT II
SHEET 01 OF 12

Rev 0
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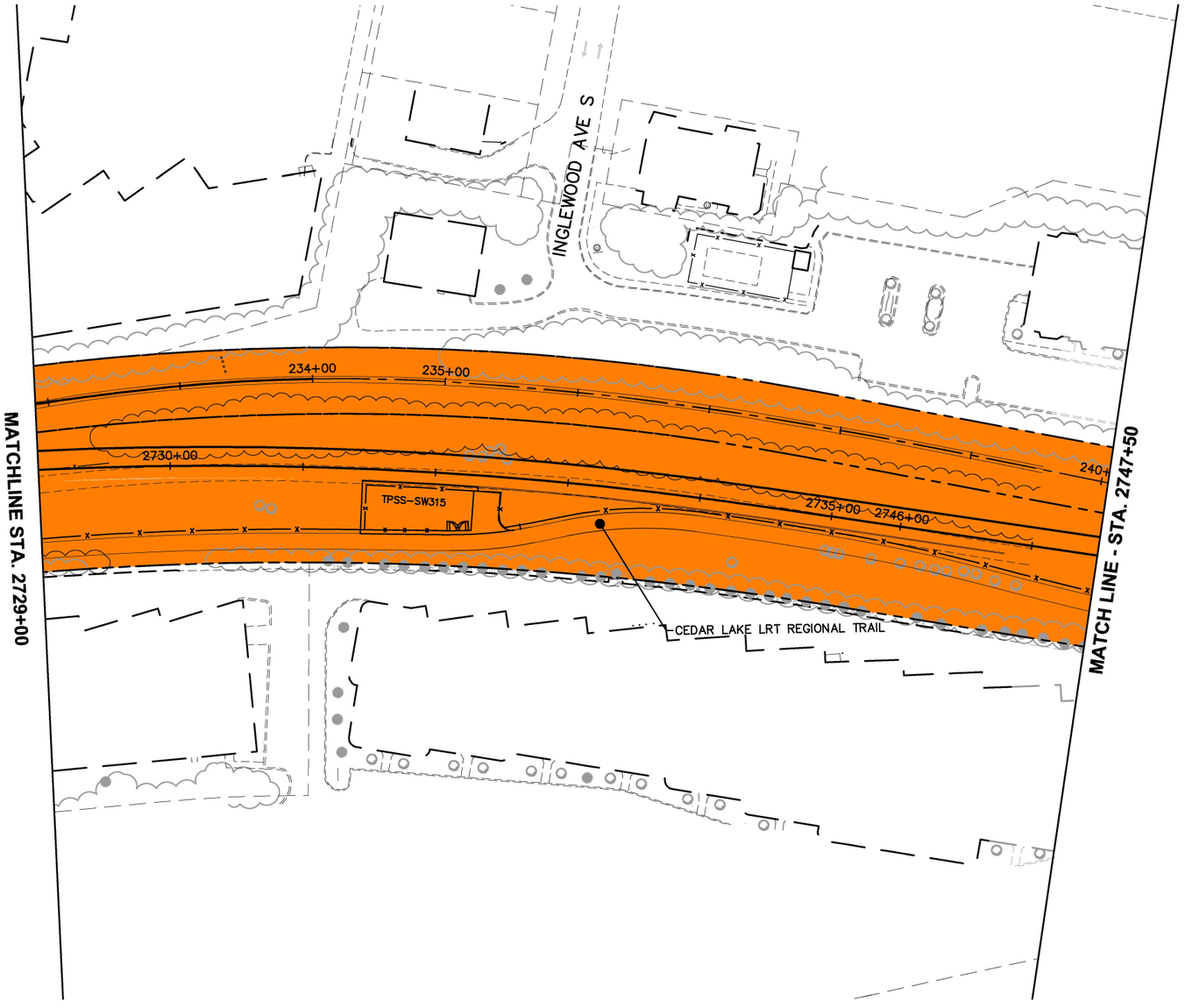
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

- EASEMENT AREA
- ADDITIONAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

ADDITIONAL PROPERTY
ATTACHMENT II
SHEET 02 OF 12

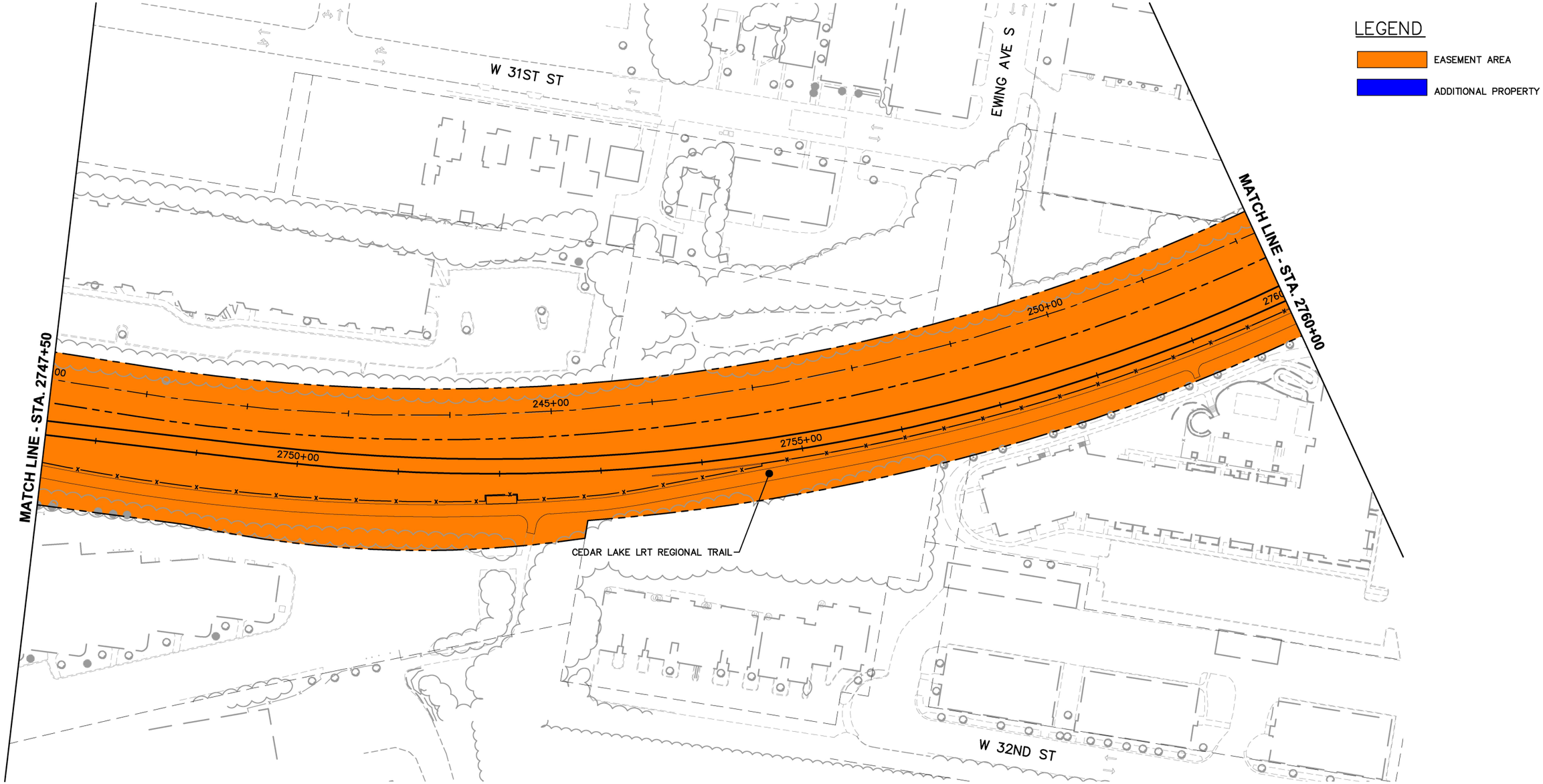
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

ADDITIONAL PROPERTY
ATTACHMENT II
SHEET 03 OF 12

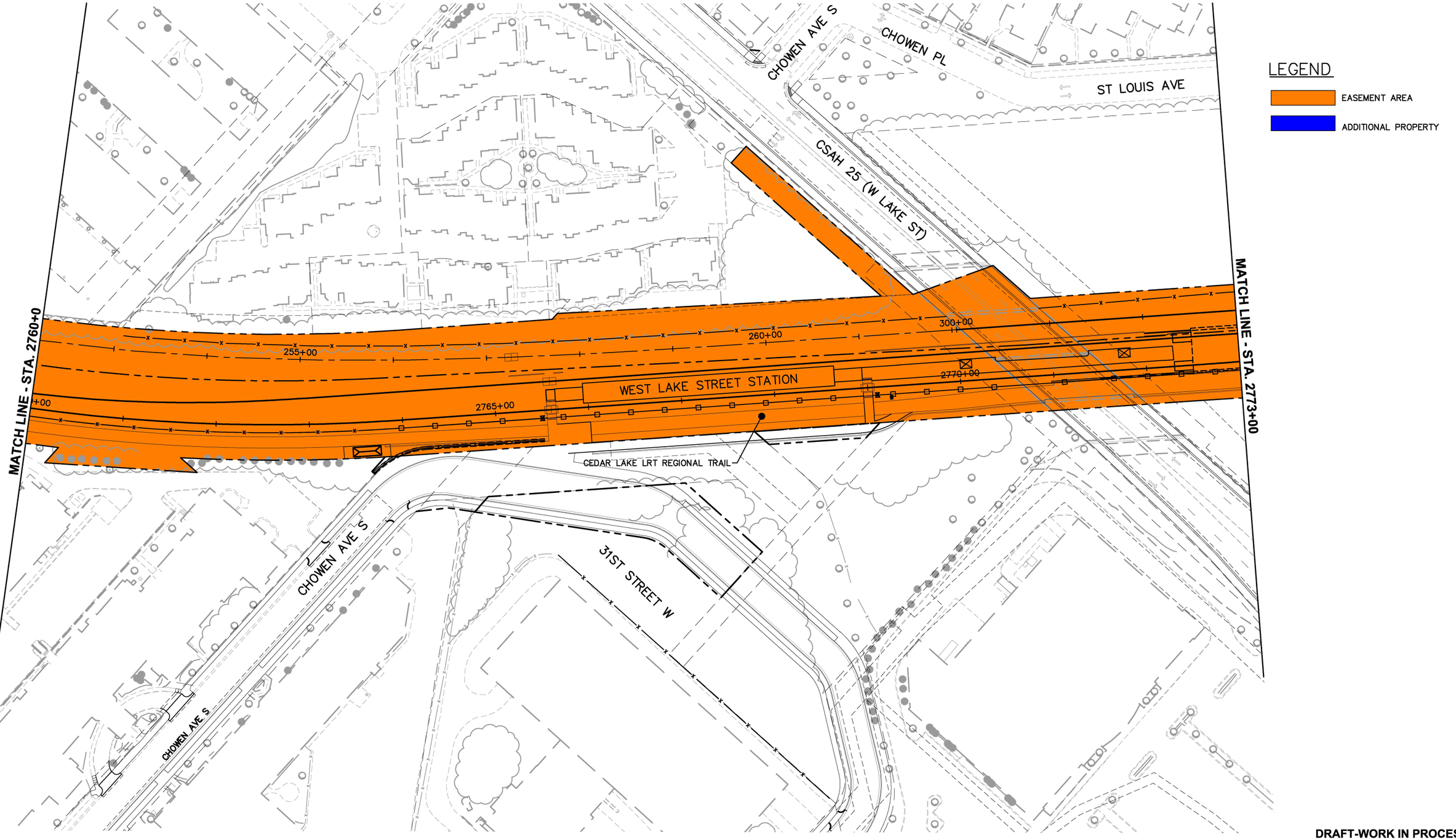
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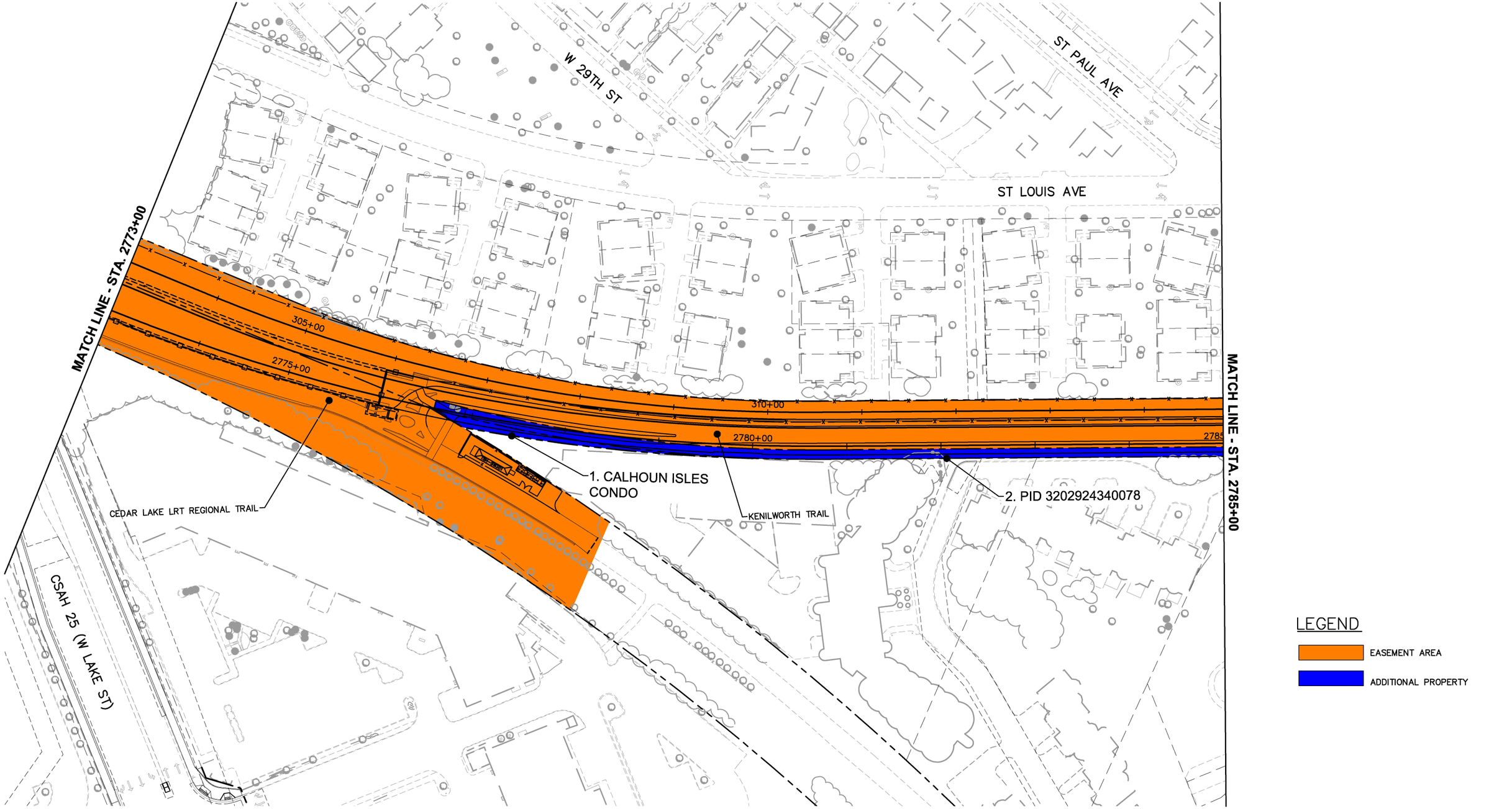
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SOUTHWEST Green Line LRT Extension

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Green Line LRT Extension

SOUTHWEST LIGHT RAIL

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ATTACHMENT II
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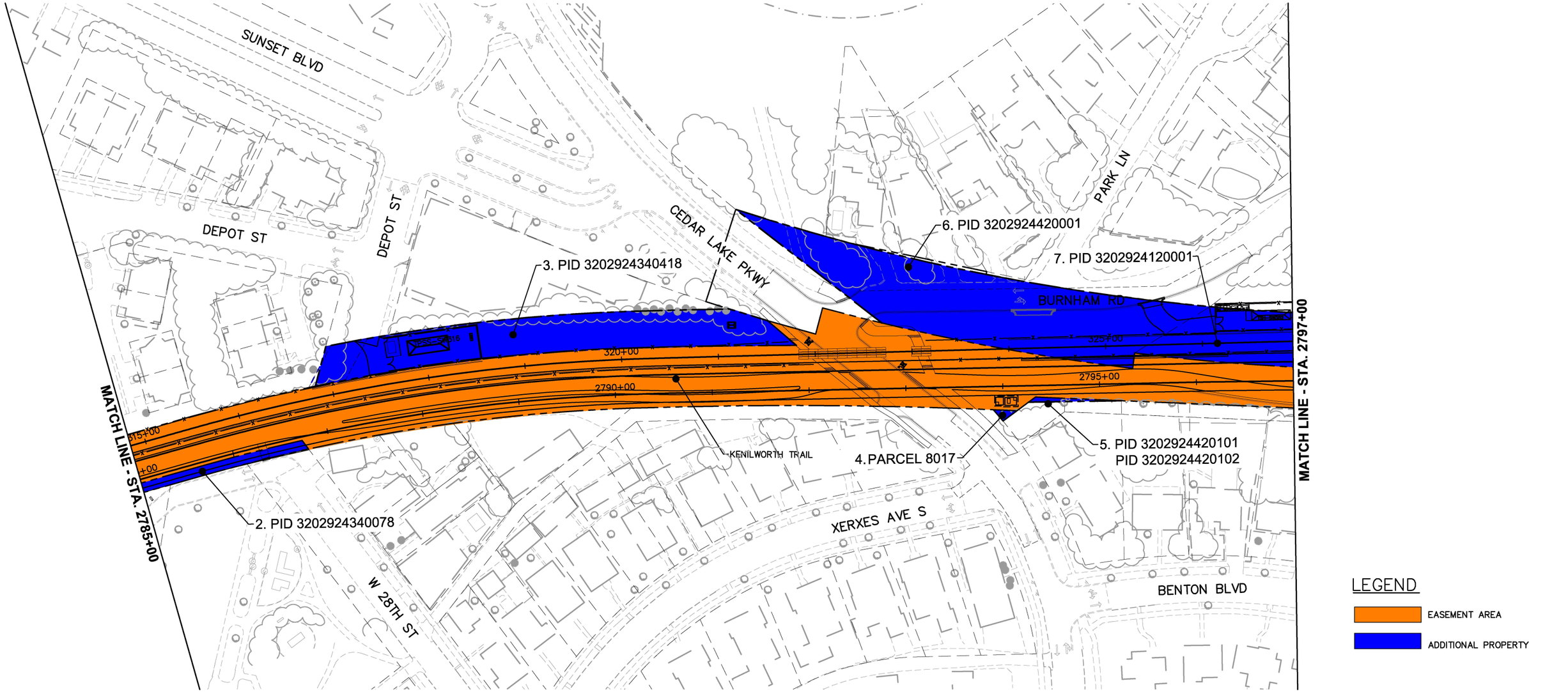
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SOUTHWEST LIGHT RAIL

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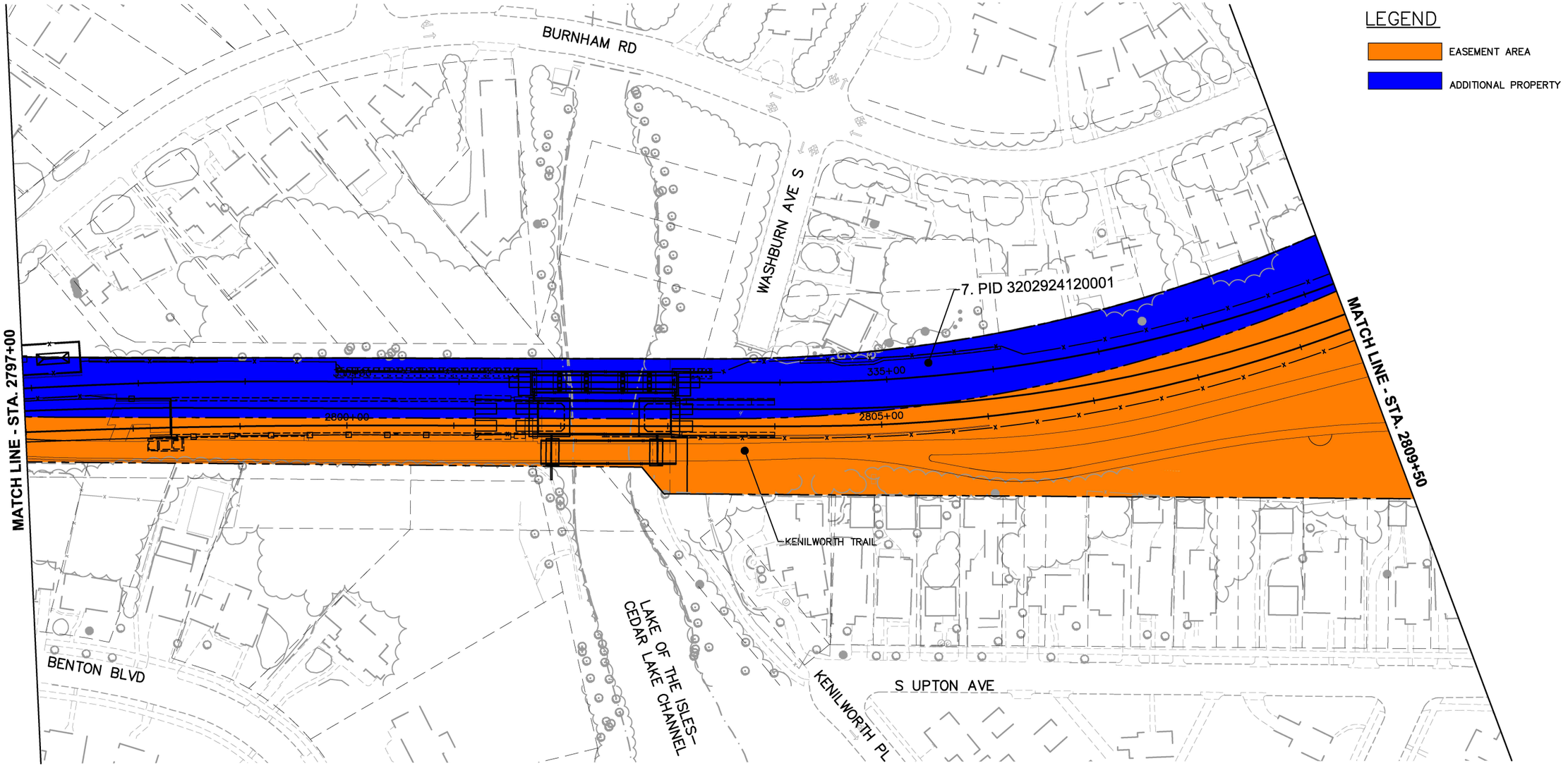
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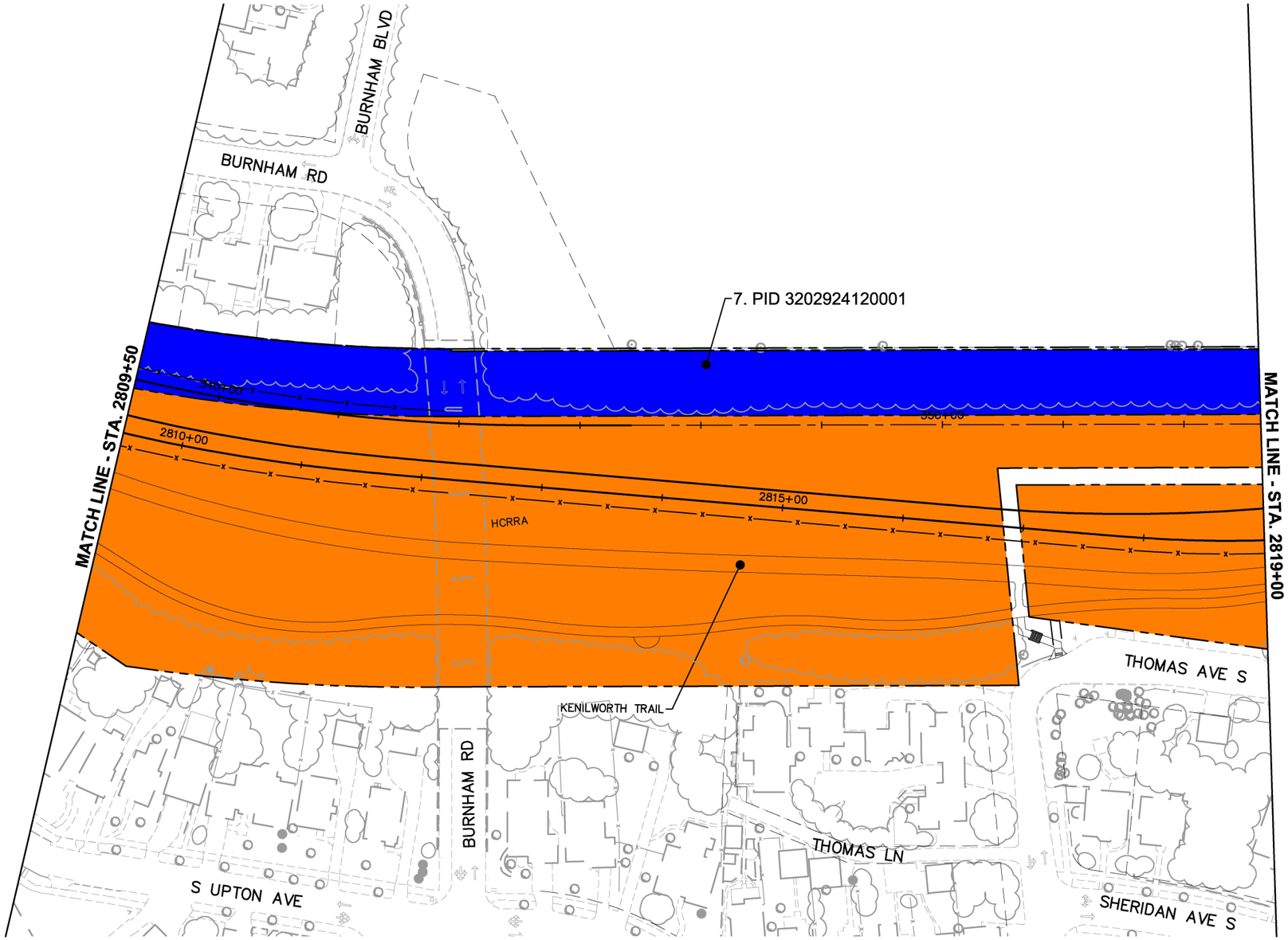
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LEGEND

- EASEMENT AREA
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SOUTHWEST Green Line LRT Extension

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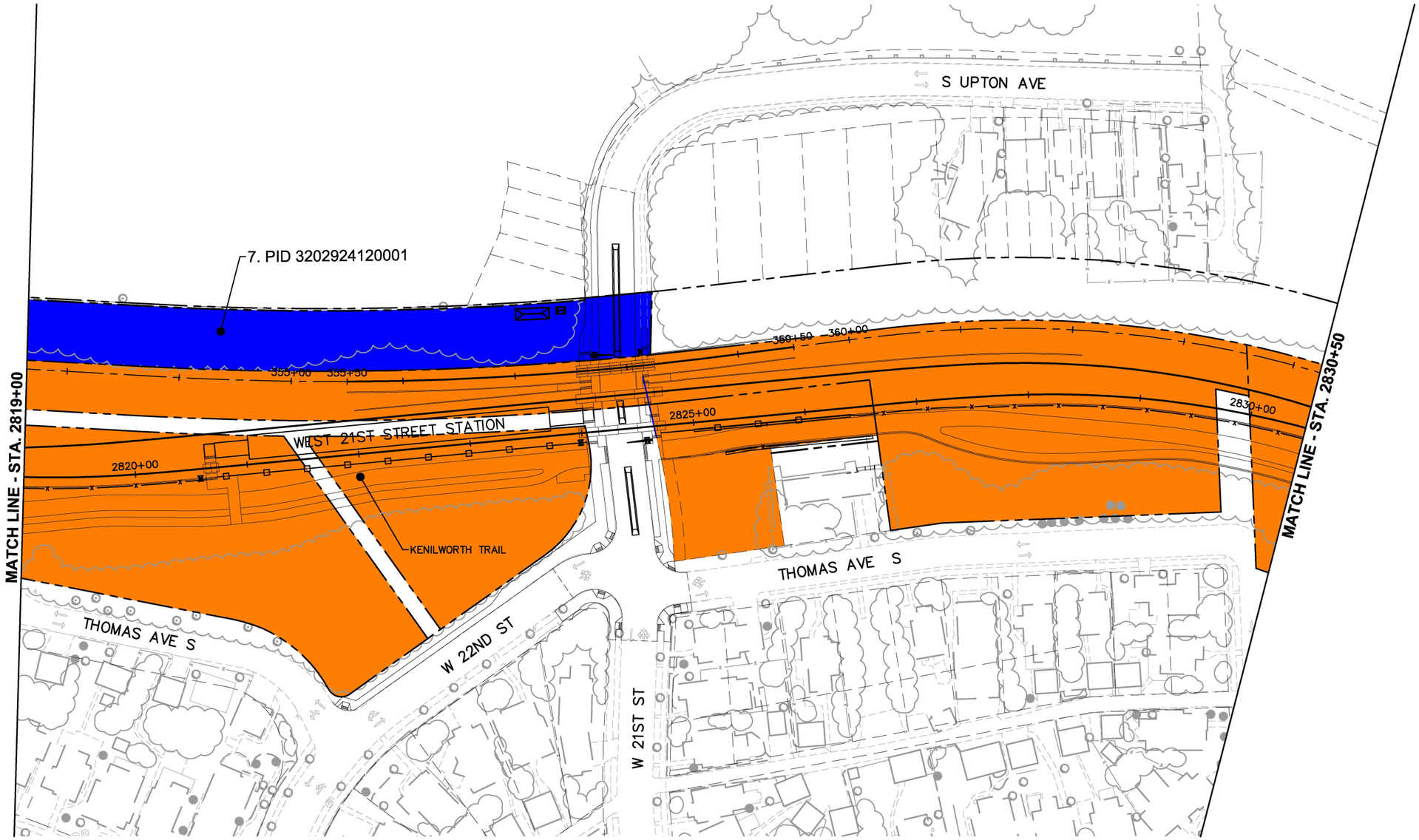
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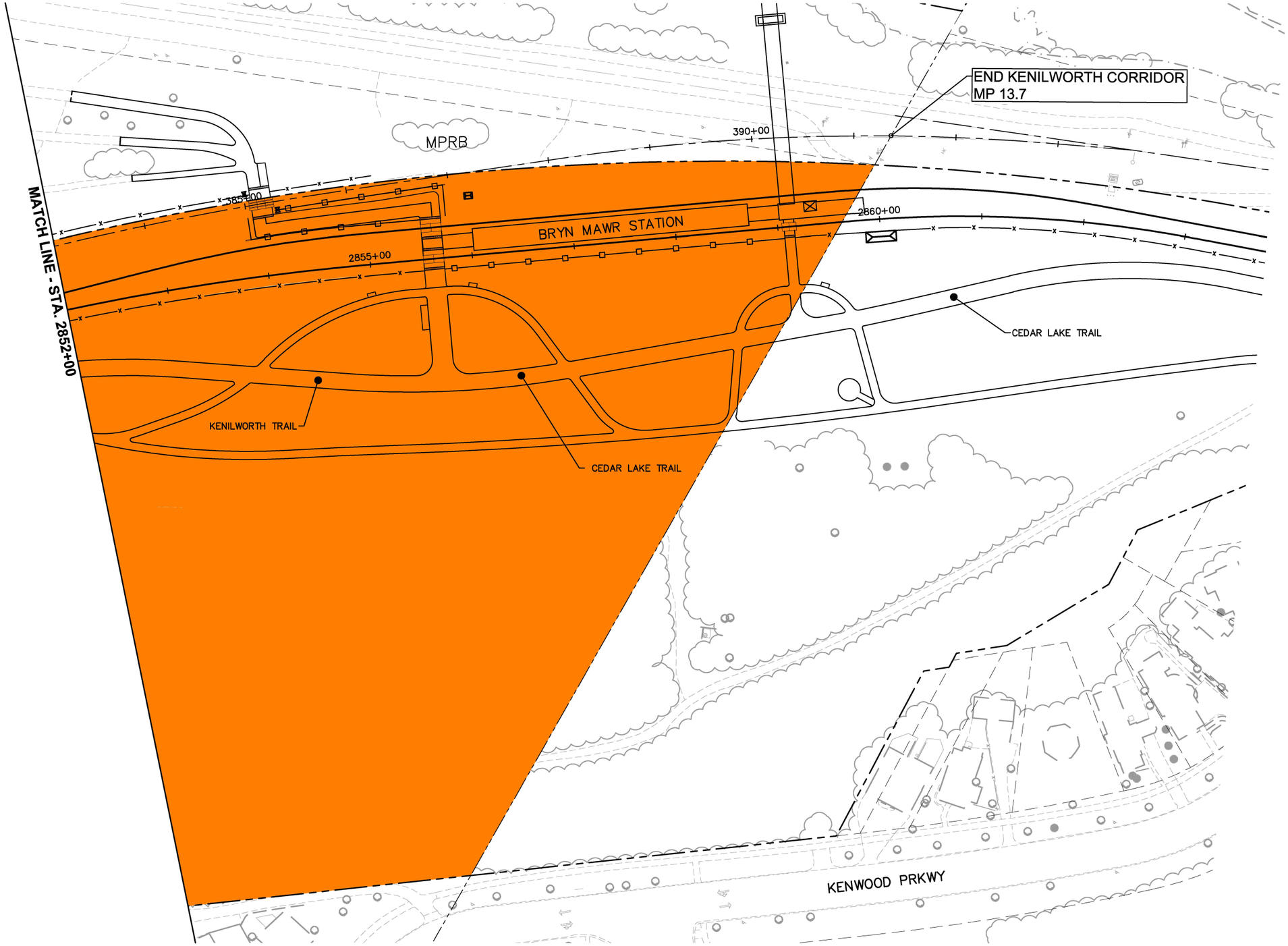
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LEGEND

EASEMENT AREA

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ATTACHMENT III

Substitute Freight Rail Operating Easement and Consent to LRT

Reserved for Filing Information

SUBSTITUTE FREIGHT RAIL OPERATING EASEMENT AND CONSENT TO LRT

THIS SUBSTITUTE FREIGHT RAIL OPERATING EASEMENT AND CONSENT TO LRT, is made and entered into on _____ day of _____, 2018, by and between the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota ("**HCRRA**") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("**Council**"), collectively referred to as the "Parties".

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RECITALS:

A. The Council owns the Property.

B. HCRRA has a Freight Rail Operating Easement over a portion of the Property that was reserved by Quit Claim Deed recorded as document no. _____ in the Office of the Hennepin County Recorder (the "HCRRA Freight Rail Operating Easement and Consent to LRT"), which is subject to: (1) that certain Trackage Rights Agreement by and among HCRRA, the Soo Line Railroad Company (d/b/a Canadian Pacific), and the Twin Cities & Western Railroad Company ("**TCWR**") dated August 10, 1998, denominated as HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July 30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012 ("**TRA**"); (2) that certain Railroad Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA; and (3) that certain Joint and Cooperative Exercise of Powers Agreement ("**JPA"**) entered into by and between the Council and the HCRRA.

C. During construction of the LRT, a portion of the Kenilworth Corridor Trackage will be adjusted from its current location to an alignment that is located on some or all of the Additional Property.

D. The purpose of this Substitute Freight Rail Operating Easement and Consent to LRT is to add the Additional Property, as described in the HCRRA Freight Rail Operating Easement and Consent to LRT, to the Easement Area. The Parties will amend the legal description of the Substitute Freight Rail Operating Easement and Consent to LRT as necessary to remove property that the Council will convey to HCRRA for a bike trail parcel after construction of the LRT.

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

ARTICLE 1
DEFINITIONS

The following terms shall have the meanings set forth below.

1.1 HCRRA. HCRRA means the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota.

1.2 Council. The Council means Metropolitan Council, a public corporation and political subdivision of the State of Minnesota.

1.3 LRT. LRT means the METRO Green Line Light Rail Transit Extension, owned and operated by the Council.

1.4 Property. The Property means that certain real property located in Hennepin County, Minnesota, legally described on **Exhibit A**.

1.5 Additional Property. The Additional Property is that certain real property legally described on the attached **Exhibit B.**

1.6 Easement Area. The Easement Area includes the Property and the Addition Property, and is legally described on the attached **Exhibit C**.

1.7 Kenilworth Corridor Trackage. The Kenilworth Corridor Trackage means the freight rail tracks that extend from former CNW milepost 16.3 (CP milepost 428.38) in the City of St. Louis Park, easterly to former CNW milepost 13.7 (BNSF milepost 13.0) at a point of connection with BNSF in the City of Minneapolis.

ARTICLE 2
GRANT OF SUBSTITUTE FREIGHT RAIL OPERATING EASEMENT AND CONSENT TO LRT

2.1 The Parties agree that this Substitute Freight Rail Operating Easement and Consent to LRT shall supersede the HCRRA Freight Rail Operating Easement and Consent to LRT and, upon execution of this document, the HCRRA Freight Rail Operating Easement and Consent to LRT shall terminate and have no further force and effect.

2.2 Grant of Substitute Freight Rail Operating Easement.

2.2.1 The Council hereby grants to HCRRA a permanent, irrevocable, exclusive, transferable, and assignable Freight Rail Operating Easement over and across the Easement Area and the Kenilworth Corridor Trackage for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102(5), subject to the provisions of the TRA, that certain Railroad Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA, and the JPA.

2.2.2 The rights encompassed by this Substitute Freight Rail Operating Easement shall include but are 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 Easement Area.

2.2.3 HCRRA shall not discontinue or abandon freight rail service on the Easement Area and the Kenilworth Corridor Trackage without required authorization from the Surface Transportation Board ("**STB**") or successor agencies.

2.2.4 HCRRA's right to assign this Substitute Freight Rail Operating Easement shall be subject to the JPA, and authorization from the STB or successor agencies.

2.2.5 The Substitute Freight Rail Operating Easement shall run with the land and shall be binding upon the successors and assigns of the Property and Additional 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 Substitute Freight Rail Operating Easement shall terminate, subject to the LRT Rights provided in Section 2.3.

2.3 Consent to LRT.

2.3.1 LRT Rights. HCRRA consents to the use the Easement Area by the Council for the construction, operation, and maintenance of the LRT, subject to the provisions of this Substitute Freight Rail Operating Easement and Consent to LRT, the TRA, and the JPA.

2.3.2. Non-Interference. The Council's use of the Easement Area for the construction, operation and maintenance of the LRT is subject to the condition that the Council will not unreasonably interfere with the ability of HCRRA to operate as a rail carrier and fulfill its common carrier obligations along the Kenilworth Corridor Trackage or unreasonably interfere with freight rail operations under the TRA.

IN WITNESS WHEREOF, the undersigned have executed this Substitute Freight Rail Operating Easement and Consent to LRT on the day and year first above written.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

_____
Notary Public

METROPOLITAN COUNCIL

By: _____
Weston Kooistra

Its: Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Weston Kooistra, the Regional Administrator of the Metropolitan Council, a Minnesota public corporation and political subdivision, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Rick J. Sheridan
Asst. Hennepin County Attorney
C-2000 Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487
(612) 348-6950

EXHIBIT A

Description of Property
in Substitute Freight Rail Operating Easement and Consent to LRT

[to be added before execution]

EXHIBIT B

Description of Additional Property
in Substitute Freight Rail Operating Easement and Consent to LRT

[to be added before execution]

EXHIBIT C

Description of Easement Area
in Substitute Freight Rail Operating Easement and Consent to LRT

[to be added before execution]

COUNTY USE ONLY

Well Disclosure Certificate

MDH USE ONLY

Please Type Or Print All Information

Person filing deed must include a $50 fee payable to the county recorder.

Minnesota Department Of Health
Well Management Section, P.O. Box 64975, St. Paul, Minnesota 55164-0975
651-201-4587 or 800-383-9808

A. Property Location Legal Description

Attach a legal description of the property.

County	Section No.	Township No.	Range No.	Quarter (or Government Lot)

Lot No(s).	Block No.	Addition Name	Outlot	Tract

Property Street Address

City/Township	ZIP Code	Property ID No./Parcel No. (optional)

B. Property Buyer Mailing Address After Closing

First Name	Middle Initial	Last Name

Company Name (if applicable)

Mailing Address

Mailing Address

City	State/Province	ZIP Code	Telephone No. (including area code)

Provide Name of Seller (please print): _____

C. Certification by Seller

I certify that the information provided on this certificate is accurate and complete to the best of my knowledge.

_____ _____

Signature of Seller or Designated Representative of Seller — Date

D. Certification by Buyer

For fulfillment of a contract for deed, the buyer or person authorized to act on behalf of the buyer, **must** sign a Well Disclosure Certificate if there is a well on the property.

In the absence of a seller's signature, the buyer, or person authorized to act on behalf of the buyer may sign this Well Disclosure Certificate. No signature is required by the buyer if the seller has signed above.

Based on disclosure information provided to me by the seller or other available information, I certify that the information on this certificate is accurate and complete to the best of my knowledge.

_____ _____

Signature of Buyer or Designated Representative of Buyer — Date

Important Note: Minnesota Department of Health (MDH) will follow-up with the property buyer regarding any wells disclosed as not in use. If a well is not in use, the property owner must either return the well to use, have the well sealed by a licensed well contractor, or obtain an annual maintenance permit from MDH for $175. A copy of this Well Disclosure Certificate should be provided to the property buyer at the time of closing.

MINNESOTA MDH DEPARTMENT OF HEALTH

Minnesota Department of Health
Well Disclosure Certificate

Please Type or Print all Information

Total Number of Wells on Property: _____

Fill out a separate well information page if more than **two** wells are located on the property.

E. Well Location Legal Description

Well No. 1 – If the property legal description has more than one section, township, or range number; quarter (or government lot); or lot or block number; provide specific legal description information regarding the physical location of this well.

County	Section No.	Township No.	Range No.	Quarter (or Government Lot)

Lot No.	Block No.	Addition Name	Outlot	Tract	MN Unique Well No. or Sealing Record No.

Well Status (Check only one box.)
Well Is: ☐ In Use (1) ☐ Not in Use (2) ☐ Sealed by Licensed Well Contractor (3)*
***Call MDH to verify sealing record is on file.**

If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing contractor, check the well status as not in use. Also see "**Important Note**" on page 1.

Date of Well Construction or Sealing

Name of Licensed Well Contractor

If well is not in use, is there an MDH variance for this well? ☐ Yes ☐ No
If yes, provide the variance tracking number (TN): _____

If the well is not in use, is there an MDH maintenance permit for this well? ☐ Yes ☐ No
If yes, provide the permit number: _____

Well No. 2 – If the property legal description has more than one section, township, or range number; quarter (or government lot); or lot or block number; provide specific legal description information regarding the physical location of this well.

County	Section No.	Township No.	Range No.	Quarter (or Government Lot)

Lot No.	Block No.	Addition Name	Outlot	Tract	MN Unique Well No. or Sealing Record No.

Well Status (Check only one box.)
Well Is: ☐ In Use (1) ☐ Not in Use (2) ☐ Sealed by Licensed Well Contractor (3)*
***Call MDH to verify sealing record is on file.**

If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing contractor, check the well status as not in use. Also see "**Important Note**" on page 1.

Date of Well Construction or Sealing

Name of Licensed Well Contractor

If well is not in use, is there an MDH variance for this well? ☐ Yes ☐ No
If yes, provide the variance tracking number (TN): _____

If the well is not in use, is there an MDH maintenance permit for this well? ☐ Yes ☐ No
If yes, provide the permit number: _____

Sketch Map – Sketch the location of the well(s) and include estimated distances from roads, streets, and buildings. **If more than one well on property, use the well location number above to identify each well.** The location of the well(s) must be provided. If the location of a well is not known, have the well located by a person qualified to locate wells, such as a licensed well contractor.

Information provided on this form is classified as public information under Minnesota Statutes, chapter 13.
To request this document in another format, call 651-201-4600.
MDH Well Management Section, Well Disclosure/Property Transfer (www.health.state.mn.us/divs/eh/wells/disclosures).

Exhibit 6: List of Contracts

EXHIBIT 6 - List of Contracts							10/28/2016	
File No.	**Agreement Type**	**Grantee / Tenant**	**Use**	**Term**	**Termination Provisions**	**Location / Size**	**Rent**	**Comments**
73-20101	Easement	County of Hennepin	Water meter vault, air rights and access	Indefinite	Relocation / modification at Grantee's expense	Tail Tracks / Interchange	$0.00	
73-20102	Pending Easement	Hennepin Cty. To MBA	Chiller, utilities, promenande and access			Tail Tracks / Interchange	$0.00	No agreement on file
73-20103	License	Met Council	50-year license for sidewalk	5/18/10 - 5/17/60	90-day termination notice	See exhibit	$0.00	
73-21004	Easement	MCI Telecommunications Corporation	Underground Fiber Optics Easement	10/20/08 - 10/19/28 with an option to renew for one additional 20 year term	120-day notice to relocate		$73,565.35 / 20 yr.	
73-31001C	Permit	Minnesota Ballpark Authority	Ballpark promenade, overhead and underground power lines, underground communication lines, transformer, junction box, retaining wall	Indefinite	90-day termination notice	See exhibit	$1.00	
73-31001E	Permit Agreement	City of Minneapolis	Cedar Lake Trail	Indefinite	30-day termination notice	Royalston Ave. to Kenilworth Trail Connection	$1.00 / yr.	
73-31003	Permit Agreement	City of Minneapolis	Cedar Lake Trail Extension	Indefinite	180-day termination notice	Royalston Ave. to Mississippi River	$1.00 / yr.	
73-31003B	Permit	City of Minneapolis	Five light poles	Indefinite	120-day notice to relocate	See exhibit	$1.00	
73-31007	Easement	Time Warner Cable	Underground fiber optics and copper cables in two 1 1/4" conduits	2/21/02 - 2/20/22 with option to renew for two additional 20-year terms	120-day notice to relocate	See exhibit	$37,842.00 / 20 yr.	
73-31008B	Permit	Metropolitan Council	Archeological Survey	9/30/2012	10-day termination notice	Franklin Ave. to 11th Ave. S. in Hopkins	$1.00	
73-31009	Easement	State of Minnesota	Royalston Avenue Bridge	Perpetual	Relocation / modification at Grantee's expense	See exhibit	$1.00	
73-31011	Easement	County of Hennepn	Electric Transmission to HERC Plant	Perpetual	Relocation / modification at Grantee's expense	See exhibit	$1.00	
73-31012	Easement	State of Minnesota	Underground Bassett Creek Storm Tunnel	Perpetual	None		$1.00	
73-31014	Easement	NSP / Xcel	Electric distibution line	Perpetual	Relocation / modification at Grantee's expense	See exhibit	$22,028.00	
73-31015	No permit	NSP / Xcel	Overhead Wire Crossing (NSP#2974)	na	na	See exhibit	$664.04 / yr.	
73-31015D	Permit	Stork Twin City Testing Corp.	Soil Borings	Indefinite	HCRRA may terminate at any time for any reason	Linden Yards	$100.00	
73-31015F	Easement	MNDOT	Pedestrian Bridge and Sidewalk	Perpetual	na	See exhibit	unknown	
73-31016A	Permit Agreement	City of Minneapolis	Kenilworth Trail	Indefinite	90-day termination notice	Cedar Lake Trail to 29th Street Midtown Greenway Trail	$1.00 / yr.	
73-31016B	Permit	NSP / Xcel	Underground electric conduit crossing(HCRRA Permit No. 99-19)	Indefinite	Relocation / modification at Grantee's expense	See exhibit	$750.00	
73-31017	Permit	NSP / Xcel	Underground electric conduit crossing(HCRRA Permit No. 99-06)	Indefinite	Relocation / modification at Grantee's expense	See exhibit	$750.00	
73-31019	Easement	City of Minneapolis	24" water main at I-394; 36" watermain at I-94; temporary occupancy; bridge deck, support piers and footings	Indefinite	Relocation / modification at Grantee's expense	Van White Crossing / See exhibit	$0.00	
73-31028	Permit	DNR	Abandoned well monitoring device	Indefinite	Relocation / modification at Grantee's expense	Cedar Lake Yard	$1.00	
73-31034A	Permit	Dr. Keith Prussing, as a rep. of the Cedar Lake Park Assn.	Timberstand improvement and prairie restoration	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$1.00	
73-31034B	Permit	James K. Mickmand and Sarah M. Brenner	Sports field and landscaping	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$1.00	
73-31034C	Permit	Tasse Anderberg	Memorial Bench	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$1.00	
73-31034D	Permit	Steve Borden	Landscaping	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$1.00	
73-31034E	Permit	Qwest	Undergound Fiber Optic Crossing at Cedar Lake Pkwy.	Indefinite	Relocation / modification at Grantee's expense	See exhibit	$1,500.00	
73-31034F	Permit	D.M. Lilly Jr. and D.P. Lilly	Landscaping	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$1.00	
73-31036	Permit	Ruth Jones, as a rep. of the Calhoun Isles Dean Neighborhood Assn. (CIDNA)	Timberstand improvement and planting	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$100.00	
73-31037	Permit	Francis Reid	Timberstand improvement and planting	Indefinite	HCRRA may terminate at any time for any reason	See exhibit	$100.00	

EXHIBIT 6 - List of Contracts							10/28/2016	
File No.	**Agreement Type**	**Grantee / Tenant**	**Use**	**Term**	**Termination Provisions**	**Location / Size**	**Rent**	**Comments**
73-31038	Permit	City of Minneapolis	Underground storm sewer crossing	Indefinite	120-day notice for reloction / modification at Grantee's expense	Cedar Lake Pkwy.	$750.00	No signed copy, missing
73-31040	Trackage Rights Agmt.	Soo Line and TC&W	Use of Kenilworth Trackage	Indefinite	30-day termination notice	M.P. 16.2 - M.P.13.7	Quarterly rent per contract	
73-31051	Permit	Metropolitan Council	Underground Sewer Pipe Crossing	Indefinite	Relocation at Grantee's expense	See exhibit	$750.00	
73-31065	Permit	At Home Apartments, LLC	Drainage Structures	Indefinite	Relocation / modification at Grantee's expense	See exhibit	$375.00	
Unkonwn	Permit	City of Minneapolis	Watermain crossing	Indefinite	Unknown	Chowen Ave. S. / See exhibit	Unknown	
Permit No. 93-07	Permit	Leonard R. Savitt	Planting - 18 black spruce trees	Indefinite	HCRRA may terminate at any time and for any reason	North of 28th St. W. / See exhibit	Unknown	
Permit No. 95-02	Permit	Minnegasco	Six anodes & one rectifier	Indefinite	HCRRA may terminate at any time and for any reason	Lyndale Ave. N. / See exhibit	Unknown	
Permit No. 85-01	Permit	Minneapolis Water Works	Watermain crossing	Indefinite	Termination upon wilful failure or neglect	Ewing Ave. S. / See exhibit	Unknown	
Permit No. 87-05	Permit	Northern States Power Co.	12" storm sewer crossing	Indefinite	Termination upon wilful failure or neglect	NSP Chestnt Service Center / See exhibit	Unknown	
NA	Permit	Village of West Minneapolis	Water supply crossing	Indefinite	90-day termination notice (30-day relocation notice)	See exhibit	Unknown	
NA	Permit	Minneapolis Gas Company	6" gas pipe crossing	Indefinite	Unknown	9th Ave. S. / See exhibit	Unknown	
Permit No. 99-47	Permit	Cedar Lake Park Association	Planting	Indefinite	HCRRA may terminate at any time and for any reason	See exhibit	$1.00	
Permit No. 95-02	Permit	Minnegasco	Six anodes & one rectifier	Indefinite	HCRRA may terminate at any time and for any reason	Lyndale Ave. N. / See exhibit	Unknown	
Permit No. 92-15	Permit	Northern States Power Co.	Overhead 13.8 KV crossing	Indefinite	Unknown	France Ave. / See exhibit	Unknown	
Permit No. 93-12	Permit	U.S. West Communications	Underground cable crossing	Indefinite	HCRRA may terminate at any time and for any reason	Hwy. 12 / I-394 / See exhibit	Unknown	
73-32001	Permit Agreement	Three Rivers Park District	Cedar Lake LRT Trail - North Arm	Indefinite	90-day termination notice	11th Ave. S. in Hopkins to Chowen Ave. S. & 31st St. W. in Mpls.	$1.00	
73-32067	Permit	Underground Piercing, Inc. on behalf of the City of St. Louis Park	Two Underground Fiber Optics Conduits Crossings	Indefinite	Relocation / modification at Grantee's expense	Beltline Blvd. / See exhibit	$750.00	
73-32068	Permit	City of St. Louis Park	Connector Trail	Indefinite	HCRRA may terminate at any time and for any reason	France Ave. / See exibit	$1.00	
73-32069	Permit	Northland Aluminum Products	Two monitoring wells	12/31/2009	120-day notice for reloction / modification at Grantee's expense	NordicWare	$100.00	
73-32069B	Permit	City of St. Louis Park	Connector Trail	Indefinite	HCRRA may terminate at any time and for any reason	Roadside Park / See exhibit	$1.00	
73-32069C	Permit	Tree Trust	Landscaping and planting	Indefinite	HCRRA may terminate at any time and for any reason	See exhibit	$1.00	
73-32069D	Pending Easement	MNDOT	Highway Easement	Indefinite	na	Highway 100	na	
73-32070D	Permit	City of St. Louis Park	Underground sewer pipe connection	Indefinite	Relocation / modification at Grantee's expense	Brunswick Ave. / See exhibit	$750.00	
73-32072	Permit	John William Bauer, on behalf of The Green Team	Landscaping and planting	Indefinite	HCRRA may terminate at any time and for any reason	See exhibit	$1.00	
73-32074B	Permit	Qwest	Underground Fiber Optic Crossing	Indefinite	Relocation / modification at Grantee's expense	Wooddale Ave. / See exhibit	$1.00	
73-32076B	Permit	City of St. Louis Park	Landscaping and planting	Indefinite	HCRRA may terminate at any time and for any reason	Wooddale Ave. / See exhibit	na	
73-32076C	Permit	City of St. Louis Park	Landscaping and planting	Indefinite	HCRRA may terminate at any time and for any reason	Wooddale Ave. / See exhibit	na	
73-32079	Permit	Qwest	Underground Cable Crossing	Indefinite	Relocation / modification at Grantee's expense	See exhibit	$1,500.00	
73-32083A	Permit	NSP / Xcel	Underground feeder cables	Indefinite	Relocation / modification at Grantee's expense	Dakota Ave. / See exhibit	$2,250.00	
73-32084	Permit	NSP / Xcel	Guy Wire and Anchor (HCRRA Permit No. 99-03)	Indefinite	Relocation / modification at Grantee's expense	Monitor St. / See exhibit	$78.00	
73-32086A	Easement	U.S. West Communications, Inc.	Underground communication system	Perpetual	Relocation / modification at Grantee's expense	Brunswick Ave. / See exhibit	$3,130.00	
73-32086B	Permit	City of St. Louis Park	Connector Trail	Indefinite	HCRRA may terminate at any time and for any reason	Louisiana Ave. / See exhibit	$1.00	

EXHIBIT 6 - List of Contracts							10/28/2016	
File No.	**Agreement Type**	**Grantee / Tenant**	**Use**	**Term**	**Termination Provisions**	**Location / Size**	**Rent**	**Comments**
73-32086E	Permit	Arvig Enterprises, Inc.	Underground Fiber Optic Crossing	Indefinite	Relocation / modification at Grantee's expense	Louisiana Ave. / See exhibit	$750.00	
73-32086F	Permit	Xcel	New connection to existing power pole	Indefinite	120-day notice for reloction / modification at Grantee's expense	Louisiana Ave. / See exhibit	$1.00	
73-32087	Easement	Northwestern Bell Telephone Company	Underground communication system	Perpetual	Relocation / modification at Grantee's expense	Wooddale Ave. / See exhibit	$6,000.00	
73-32087B	Permit	City of St. Louis Park	Connector Trail	Indefinite	HCRRA may terminate at any time and for any reason	Taft Ave. / See exhibit	$1.00	
73-32088B	Permit	City of St. Louis Park	Connctor Trail	Indefinite	HCRRA may terminate at any time and for any reason	Edge Brook Park / See exhibit	$1.00	
73-32089	Easement	NSP / Xcel	Distribution LIne Crossing	Indefinite	HCRRA may terminate at any time and for any reason	Rhode Island Ave. / See exhibit	$125.00 / yr.	
73-32089B	Permit	City of St. Louis Park	Connector Trail	Indefinite	HCRRA may terminate at any time and for any reason	France and Rhode Island Ave./ See exhibit	$1.00	
73-32091	Easement	City of Hopkins	Fire Lane and Drainage Easement at EDCO	Perpetual	Relocation / modification at Grantee's expense	Tyler Ave. N. / See exhibit	$42,646.00	
73-32091C	Permit	Minnehaha Creek Watershed District	36” underground stormwater diversion pipe crossing	Perpetual	120-day notice for reloction / modification at Grantee's expense	East of Blake Road	$750.00	
73-32093A	Permit	NSP / Xcel	Overhead Guy Wire (HCRRA Permit No. 99-18)	Indefinite	Relocation / modification at Grantee's expense	CSAH 3 / See exhibit	$20.00	
73-32093C	Permit	City of Hopkins	Sidewalk Improvements and underground conduit for lighting	Indefinite	Relocation / modification at Grantee's expense	Blake Rd. / See exhibit	$1.00	
73-32094	Easement	County of Hennepin	CSAH 3 Highway and Utility Easement	Perpetual	Relocation / modification at Grantor's expense	CSAH 3 / See exhibit	$0.00	
73-32096	Permit	NSP / Xcel	Power pole	Indefinite	Relocation / modification at Grantee's expense	CSAH 3 / See exhibit	$750.00	
73-32103	Permit Agreement	Three Rivers Park District	Depot Building and Parking Lot Trailhead	9/18/07 - 6/30/26	90-day termination notice	CSAH 3 / See exhibit	$1.00	
73-32106	Permit	Neutral Path Communications, LLC	Fiber optic crossing	Indefinite	120-day notice for reloction / modification at Grantee's expense	Excelsior Blvd. at Jackson	$1.00	
Permit No. 93-02	Permit	MCI Telecommunications Corp.	Underground fiber optic telecommunications cable	Indefinite	Permittee must relocate for LRT or related purposes	Station 6+81 in SLP / See exhibit	Unknown	
Permit No. 98-29	Permit	C & L Communications	Fiber optic crossing	Indefinite	HCRRA may terminate at any time and for any reason	Brunswick Ave. S. / See exhibit	$100.00	
Permit No. 98-09	Permit	KMC Telecom	Fiber optic crossing	Indefinite	HCRRA may terminate at any time and for any reason	Beltline Blvd. / See exhibit	$100.00	
Permit No. 90-06	Permit	EDCO Products, Inc.	Underground Fiber Optic Crossing	Indefinite	Unknown	Tyler Ave. S. / See exhibit	Unknown	
Permit No. 92-14	Permit	EDCO Products, Inc.	Underground fiber optic crossing	Indefinite	HCRRA may terminate at any time and for any reason	West of Blake Ave. S.	Unknown	
Permit No. 90-04	Permit	City of St. Louis Park	8" watermain crossing	Indefinite	Unknown	Trunk Hwy. 100 / See exhibit	Unknown	
NA	Permit	City of St. Louis Park	12" watermain crossing	Unknown	Unknown	Ottawa Ave. / See exhibit	Unknown	
73-33001	Permit Agreement	Three Rivers Park District	Minnesota Bluffs LRT Trail	Indefinite	30-day termination notice	State Hwy. 169 - M.P. 32 in Chaska	$1.00	
73-33001B	Permit	Three Rivers Park District	Kiosk and Way Finding Signs	Indefinite	30-day termination notice	Suburban HCRRA Corridors	$1.00	
73-33008B	Permit	TCG Minnesota	Underground Fiber Optics Crossing	Indefinite	Relocation / modification at Grantee's expense	Fifth Ave. S. / See exhibit	$1.00	
73-33009A	Easement	City of Hopkins	8th Avenue Extension Street Crossing	Perpetual	120-day notice for reloction / modification at Grantee's expense	8th Ave. N. in Hopkins	1/2 of $35,970.00	
73-33009B	Permit	NSP / Xcel	Overhead Wire Crossing and two power poles(HCRRA Permit No. 99-10	Indefinite	Relocation / modification at Grantee's expense	State Hwy. 169 / See exhibit	$750.00	
73-33009C	Easement	City of Hopkins	Transit Station in Hopkins	Perpetual	180-day notice for reloction / modification at Grantee's expense	CSAH 3 / See exhibit	1/2 of $35,970.00	
73-33013	Easement	NSP / Xcel	Overhead Electric Distribution Line	Perpetual	Relocation / modification at Grantee's expense	11th Ave. S. to TH5	$54,000.00	
73-33016	Easement	NSP / Xcel	Overhead Electric Distribution Line	Perpetual	Relocation / modification at Grantee's expense	5th Ave. S. to 11th Ave. S.	$39,115.00	
73-33017	Easement	City of Hopkins	11ith Avenue Street Crossing	Perpetual	Relocation / modification at Grantee's expense	11th Ave. S. in Hopkins	unknown	
73-33017B	Permit	Neutral Path Communications, LLC	Fiber optic crossing	Indefinite	120-day notice for reloction / modification at Grantee's expense	11th Avenue South in Hopkins	$1.00	

EXHIBIT 6 - List of Contracts							10/28/2016	
File No.	**Agreement Type**	**Grantee / Tenant**	**Use**	**Term**	**Termination Provisions**	**Location / Size**	**Rent**	**Comments**
73-33018	Easement	NSP / Xcel	13.8 KV Feeder Line (NSP #3453)	Indefinite	Relocation / modification at Grantee's expense	Shady Oak Lake / See exhibit	$578.13 / yr.	
73-33018B	Permit	NSP / Xcel	New Power Pole at Shady Oak Road	Indefinite	Relocation / modification at Grantee's expense	Shady Oak Rd. / See exhibit	$250.00	
73-33019	Easement	Supervalu Inc.	Underground Fiber Optics Cable	7/15/99 - 7/14/19	Relocation / modification at Grantee's expense	State Hwy. 169 / See exhibit	$2,050.00 / yr.	
73-33025	Permit	Sprint Spectrum L. P.	Two underground electrical crossings	Indefinite	Relocation / modification at Grantee's expense	11th Ave. S. / See exhibit	$750.00	
73-33031C	Permit	Comcast Cable	Underground Fiber Optic Crossing	Indefinite	Relocation / modification at Grantee's expense	Shady Oak Rd. / See exhibit	$750.00	
73-33031D	Permit	NSP / Xcel	Two underground electrical crossings	Indefinite	120-notice for relocation / modification at Grantee's expense	Shady Oak Rd. / See exhibit	$1.00	
73-33031E	Easement	County of Hennepin	CSAH 61 Highway and Utility Easement	Perpetual	Relocation / modification at Grantee's expense	Shady Oak Rd.	$1.00	
73-33031H	Permit	CenterPoint Energy	Underground Gas Line Crossing	Indefinite	HCRRA may terminate at any time and for any reason	Shady Oak Rd. / See exhibit	$1.00	
NA	Permit	City of Hopkins	Storm sewer crossing	Indefinite	30-day termination notice	6th Ave. S. / See exhibit	Unknown	
NA	Permit	City of Hopkins	Watermain crossing	Indefinite	30-day termination notice	5th Ave. S. / See exhibit	$100.00	
Permit No. 99-44	Permit	Northern States Power Company	2 underground electric cable crossings	Indefinite	Permittee must relocate for LRT or related purposes	West of 11th Ave. S. / See exhibit	$750.00	
Permit No. 97-18	Permit	Northern States Power Company	Underground power line crossing	Indefinite	HCRRA may terminate at any time and for any reason	East of 11th Ave. S. / See exhibit	$100.00	
Permit No. 96-11	Permit	Northern States Power, Inc.	34.5 kV Overhead line crossing	Indefinite	HCRRA may terminate at any time and for any reason	East of 16th Ave. S. / See exhibit	Unknown	
NA	Permit	City of Hopkins	Watermain crossing	Indefinite	30-day termination notice	16th Ave. S. / See exhibit	Unknown	
NA	Permit	City of Hopkins	Sanitary sewer crossing	Indefinite	30-day termination notice	5th Ave. S. / See exhibit	Unknown	
NA	Permit	Napco Industries, Inc.	Culvert pipe crossing	Indefinite	30-day termination notice	See exhibit	Unknown	
NA	Permit	City of Hopkins	Sewer and watermain crossing	Indefinite	None	11th Ave. S. / See exhibit	Unknown	
NA	Permit	City of Hopkins	18" sewer pipe crossing	Indefinite	Default = 10-day termination notice	5th Ave. S. / See exhibit	$5.00	
Permit No. 92-18	Permit	City of Hopkins	10' x 10' high box culvert	Indefinite	HCRRA may terminate at any time and for any reason	700 feet west of 11th Ave. S.	Unknown	
73-51001	Permit	City of Minneapolis	29th Street Midtown Greenway Trail	Indefinite	180-day termination notice	5th Ave. S. to France Ave.	$1.00	
73-51004	Easement	Williams Communication	Underground Fiber Optics Easement	Perpetual	90-notice for relocation / modification at Grantee's expense	Hiawatha Ave. to Wooddale Ave. / See exhibit	$61,945.00 / yr.	
73-51095C	Permit	NSP / Xcel	Power pole at Xerxes Ave. S.	Indefinite	HCRRA may terminate at any time and for any reason	Xerxes Ave. S. / See exhibit	$100.00	
73-51095D	Permit	CenterPoint Energy	Underground Gas Line Crossing	Indefinite	60-day termination notice	Lake St. / See exhibit	$10.00	
73-51096A	Permit	Comcast	Several Overhead Wire Crossings	Indefinite	30-day termination notice	Several locations / See exhibit	$187.85 / yr.	
73-51097	Permit Agreement	City of Minneapolis	Trailhead Improvements at Chowen Ave.	Indefinite	HCRRA may terminate at any time and for any reason	Chowen Ave.	$1.00	
73-51105	Permit	Midtwon Greenway Coalition	Two Dero Fixit Stands	Indefinite	10-day termination notice	West Lake St. and Colfax Ave. S. / See exhibit	$1.00	
73-51133	Permit	Calhoun Isles Condominium Assn.	Landscaping and planting	Indefinite	HCRRA may terminate at any time and for any reason	Dean Ct. / See exhibit	$1.00	
73-51138	Permit	Bigos - Calhoun Greenway, LLC	Sod, mowing and connector trail	Indefinite	10-day termination notice	Ewing Avenue	$1.00	

Exhibit 7: Bike Trail Parcel Deed(s)

(Top 3 inches Reserved for Recording Data)

QUIT CLAIM DEED	**Minnesota Uniform Conveyancing Blanks** **Form No. 30-M**

eCRV number_____ Date: _____

DEED TAX DUE $ Consideration under $500

FOR VALUABLE CONSIDERATION, the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, Grantee, all right, title and interest to the real property in Hennepin County, Minnesota, as described on the attached **Exhibit A**

Check here if all or part of the described real propery is Registered (Torrens) □

together with all hereditaments and appurtences belonging thereto.

The aforementioned grant is subject to a reservation of Access Easement, which is attached hereto **Exhibit B** and incorporated herein, and subject to a Freight Rail Access and Maintenance Easement, which is attached hereto **Exhibit C** and incorporated herein.

Check applicable box:

□ The Seller certifies that the Seller does not know of any wells on the described real property.

□ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number:_____.)

□ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR:

Metropolitan Council, a public corporation and political subdivision of the State of Minnesota

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ___ day of _____ 2018, by _____, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota, on behalf of the Metropolitan Council.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

_____
SIGNATURE OF NOTARY OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY:	TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO;
Metropolitan Council Real Property Office 390 Robert Street North St. Paul, Minnesota 55101	Hennepin County Land Management Division Community Works Department 701 Fourth Avenue South, Suite 400 Minneapolis, MN, 55415-1843

EXHIBIT A

Legal Description of Property in Quit Claim Deed

[to be added before execution]

EXHIBIT B

Access Easement

[to be added before execution]

EXHIBIT C

Freight Rail Maintenace and Access Easement

[to be added before execution]

Exhibit 8: Trail Easement

TRAIL EASEMENT

THIS TRAIL EASEMENT ("**Easement**") is made and entered into as of the ____ day of _____, 201__, by and between the Metropolitan Council, a Minnesota public corporation and political subdivision ("**Grantor**") and the Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee title owner of real property located in the Cities of Minneapolis, St. Louis Park, Hopkins and Minnetonka, County of Hennepin, State of Minnesota, and legally described on **Exhibit A** attached hereto ("**Grantor Property**"); and

WHEREAS, Grantee is the fee title owner of real property located in the Cities of Minneapolis, St. Louis Park, Hopkins and Minnetonka, County of Hennepin, State of Minnesota, and legally described on **Exhibit B** attached hereto ("**Grantee Property**"); and

WHEREAS, a bicycle and pedestrian trail ("**Trail**") has been constructed on the Grantee Property which overlaps at various points on the Grantor Property; and

WHEREAS, Grantor is willing to grant Grantee an easement for trail purposes permitting the continued overlap of the Trail on the Grantor Property and to provide for access to the overlapping portion of the Trail for maintenance purposes.

NOW, THEREFORE, in consideration of the sum of one dollar and ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the mutual promises contained herein, the parties agree as follows:

1. Grant of Trail Easement. Grantor grants to Grantee, its successors and assigns, an exclusive and perpetual easement for trail purposes over that portion of the Grantor Property legally described on **Exhibit C** attached hereto ("**Trail Easement Area**") subject to: (a)that certain Trackage Rights Agreement by and among the HCRRA, the Soo Line Railroad Company (d/b/a Canadian Pacific), and the Twin Cities & Western Railroad Company ("**TCWR**") dated August 10, 1998, denominated as HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July

30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012 ("**TRA**"); (b) that certain Railroad Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA; (c) that certain Joint and Cooperative Exercise of Powers Agreement entered into by and between the Council and the HCRRA ("**JPA**") and (d) that certain Operations and Maintenance Agreement to be entered into by the Grantee and Grantor pursuant to the Property Transfer Agreement (Grantor Contract No. 16I030; Grantee Contract No. A165479). Grantee agrees that any work or improvements that has the reasonable potential to foul freight rail or LRT tracks requires prior written consent of the Grantor, which shall not be unreasonably withheld or delayed.

2. Grant of Access Easement for Maintenance. Grantor grants to Grantee, its successors and assigns, a non-exclusive and perpetual access easement for purposes of maintenance of the Trail over that portion of the Grantor Property legally described on **Exhibit D** attached hereto ("**Maintenance Easement Area**"). The Trail Easement Area and Maintenance Easement Area are hereinafter collectively referred to as "**Easement Area**".

3. Maintenance and Construction. Except for emergency situations, whenever Grantee desires to enter upon the Maintenance Easement Area to dig within or otherwise alter or disturb the Grantor Property to access its Trail, it shall give Grantor and all affected utilities and easement holders at least 30 calendar days' notice in advance of entry. All such work shall be subject to the approval of Grantor and the affected public utilities, licensees, and easement holders.

4. Emergency. In the event of any emergency affecting Grantee's Trail, Grantee shall, if possible, telephonically or verbally give Grantor, any affected public utilities, permittees and easement holders advance notice prior to entry upon the Grantor Property. Grantee shall not be deemed in breach of this Easement Agreement if it takes reasonable steps to provide such notice.

5. Termination. This Agreement shall terminate upon the happening of either of the following events: (1) complete removal or abandonment by Grantee of the Trail, or (2) subsequent written mutual agreement of the parties hereto. In the event of removal by Grantee or abandonment of the Trail by official action of the Grantee, Grantee shall, at Grantee's sole risk, cost and expense, remove the Bike Trail and any other Grantee property or facilities from the Grantor Property and restore the Bike Trail Easement Area to a condition (and in a manner) reasonably satisfactory to Grantor.

6. Successors and/or Assigns. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto and the covenants, agreements and easements contained herein shall be deemed to run with and burden the Grantor Property and benefit the Grantee Property.

-The remainder of this page has been left intentionally blank-

IN TESTIMONY WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their respective duly authorized representatives.

Metropolitan Council, a Minnesota public corporation and political subdivision

By:_____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, the _____ of the Metropolitan Council, a Minnesota public corporation and public subdivision, on behalf of the corporation.

_____
Notary Public

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Reviewed by the
County Attorney's Office

By:_____
Chair of Its Board

_____

Date:_____

Date: _____

And: _____
Deputy/Executive Director

Date:_____

ATTEST: _____
Deputy/Clerk of HCRRA Board

Date:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____ of Hennepin County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on its behalf.

_____
Notary Public

EXHIBIT LIST	
Exhibit A	Grantor Property - to be provided when available
Exhibit B	Grantee Property - to be provided when available
Exhibit C	Trail Easement Area - to be provided when available
Exhibit D	Maintenance Easement Area- to be provided when available

Exhibit 9: Fiber Optic Cable Easement

FIBER OPTIC CABLE EASEMENT AGREEMENT

This FIBER OPTIC CABLE EASEMENT AGREEMENT is made and entered into on _____, 201__, by and between the Metropolitan Council ("**Grantor**") and Hennepin County ("**Grantee**").

WHEREAS, Grantor owns fee title to certain real property being used for the Southwest Light Rail Transit Project ("**Project**"), which real property is shown on the attached **Exhibit A** ("**Corridor**"); and

WHEREAS, in conjunction with the Project, Grantor has installed a communications duct bank as depicted on **Exhibit B** ("**Duct Bank**") in the Corridor; and

WHEREAS, Grantor wishes to grant to Grantee the non-exclusive right to install, operate, maintain, repair, reinstall, replace and remove its Communication System (defined below) within Grantor's Duct Bank.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereby agree as follows:

1.0 DEFINITIONS

1.1 "**Easement**" shall mean the rights granted herein to access specific points along the Corridor and to install, operate, maintain, repair, reinstall, replace and remove its Communication System within the Duct Bank.

1.2 "**Communication System**" shall mean underground fiber optic cables, conduit, carrier pipe, manholes, and all other attachments and appurtenances thereto, used solely and exclusively for a public purpose. The Communications System shall be and remain at all times the personal property of Grantee and shall at no time be deemed to be the personal property of Grantor, regardless of the manner or method of attachment to or installation in, on, upon, over, under, across, along and through the Corridor or in the Duct Bank.

2.0 GRANT

Subject to: (a) the provisions of this Easement Agreement; (b) that certain Trackage Rights Agreement by and among the Hennepin County Regional Railroad Authority ("HCRRA"), the Soo Line Railroad Company (d/b/a Canadian Pacific), and the Twin Cities & Western Railroad Company ("TCWR") dated August 10, 1998, denominated as HCRRA Contract No. A18158, as supplemented by the Supplement to Trackage Rights Agreement, dated on or about July 30, 2002, and with reference to that certain Settlement Agreement, denominated A121128, dated on or about August 1, 2012 ("TRA"); (c) that certain Railroad

Easement dated August 10, 1998, from HCRRA to TCWR as part of the TRA; (d) that certain Bass Lake Spur Freight Rail Easement Agreement entered into by and between CP and HCRRA and (e) that certain HCRRA Freight Rail Operating Easement and Consent to LRT, Grantor hereby grants to Grantee right of access across the Corridor pursuant to Article 3.0 and the nonexclusive right to install, operate, maintain, repair, reinstall, replace and remove Grantee's Communication System within the Grantor's Duct Bank. Grantee's use of the Corridor and Duct Bank shall not interfere with Grantor's use of the Corridor for LRT or its use of the Duct Bank except as specified in this Easement Agreement. Consistent with Article 3.0, all maintenance and construction work performed by Grantee within the Corridor or the Duct Bank shall be approved by the Grantor, which approval shall not be unreasonably withheld. Upon installation, Grantor shall provide Grantee with the as-built drawing of the Grantee's Communication System.

3.0 ACCESS

3.1 Inspection. Whenever Grantee desires to enter upon the Corridor to access its Communication System for inspection it shall give Grantor at least 14 calendar days' notice in advance of entry.

3.2 Maintenance and Construction. Except for emergency situations, whenever Grantee desires to enter upon the Corridor to dig within or otherwise alter or disturb the Corridor to access its Communication System, it shall give Grantor and all affected utilities and easement holders, at least 30 calendar days' notice in advance of entry. All such work shall be subject to the prior approval of Grantor, which shall not be unreasonably withheld. Notice shall be provided to the following address:

Grantor: Metro Transit
560 6th Avenue, North
Minneapolis, MN 55411
ATTN: Metro Transit Rail Operations

3.3 Emergency. In the event of any emergency affecting the Communication System, Grantee shall, if feasible and prudent, telephonically or verbally give Grantor, advance notice prior to entry upon the Corridor. Grantee shall not be deemed in breach of this Easement Agreement if it takes reasonable steps to provide such notice.

4.0 MAINTENANCE OF THE COMMUNICATION SYSTEM

Grantee shall maintain its Communication System to protect the operations and safety of Grantor and its employees, officers, agents, permit and easement holders. Should any facilities of Grantee need repair or renewal, which need affects the safety and operations of Grantor, Grantor shall give notice to Grantee. Grantee shall, as soon as possible, make such repair or renewal at its own expense unless the operations of Grantor have caused need for such repair or renewal in which case Grantor shall bear the expense and consult with Grantee regarding execution of the work. In the event Grantee fails to make such repair or renewal within thirty (30) days of notice by Grantor, Grantor shall then have the right to make such repairs or renewals at Grantee's cost as Grantor deems necessary to protect the safety and operations of Grantor. In case of emergency affecting the operation or safety of Grantor, Grantor shall have the right to make such repair or renewal at Grantee's cost without such notice by Grantor or upon less than thirty (30) days' notice.

5.0 PERMITS

Grantee, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the operation, maintenance, repair, reinstallation, replacement, and/or removal of its Communication System, including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall defend and indemnify Grantor against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof.

6.0 FACILITY LOCATION SIGNS

Grantee, at its sole cost and expense, shall furnish, erect, and thereafter maintain signs in accordance with the standards of the telecommunications industry showing the location and depth of all Grantee underground facilities. Such signage shall be placed with the consent of Grantor, which shall not be unreasonably withheld.

7.0 OPERATIONS

7.1 Grantor may, at its option, require that employees, agents and contractors of Grantee who are or will be involved in the construction, installation, operation, maintenance, repair, reinstallation, replacement, and removal of the Communication System be trained in the Grantor's On Track Safety training program, which shall be provided by the Grantor without charge to the Grantee.

7.2 Grantee acknowledges that in the event of a light rail vehicle or freight rail derailment, bridge collapse or failure, or other situation Grantor deems an emergency, Grantor may take whatever actions at Grantor's expense it deems necessary to replace or rebuild any structure within the Corridor including the Duct Bank.

8.0 RELOCATION: ALTERATIONS

8.1 If Grantor determines that any portion of the Communication System or the location thereof must be changed or altered, Grantor shall provide the Grantee ninety (90) days' notice of the need for the required change or alteration, except where such notice is impracticable. Under those circumstances, Grantor shall notify the Grantee with as much advance notice as possible. Grantee shall, at Grantor's expense, protect or move the affected Grantee facilities in a manner satisfactory to Grantor as soon as practicable. In the event Grantee fails to so relocate its facilities within one hundred twenty (120) days after notice, Grantor may remove or relocate such facilities at Grantor's expense.

8.2 In the event of a Grantor relocation as set forth in subsection 8.1, Grantor agrees that Grantee shall be allowed to move its facilities to other available Grantor right-of-way or land within (or immediately adjacent to) the affected portion of the Corridor, as determined by Grantor, without additional compensation to Grantor.

9.0 LIABILITY

9.1 Grantor and Grantee each agree that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts

of the other party and the results thereof. The Grantee's and Grantor's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

9.2 During maintenance and construction activities, Grantee and Grantor shall require its contractor(s) to procure and maintain the insurance shown on the attached **Exhibit C**.

10.0 TERMINATION

This Easement Agreement shall terminate upon the happening of either of the following events: (1) complete removal or abandonment by Grantee of the Communication System, or (2) subsequent written mutual agreement of the parties hereto. In the event of termination because of removal or abandonment of the Communication System by Grantee, Grantee shall, at Grantee's sole risk, cost and expense, remove the Communication System and any other Grantee property or facilities from the Corridor and restore the Corridor to a condition (and in a manner) satisfactory to Grantor.

11.0 LIAISON, COORDINATION AND DISPUTES RESOLUTION

It is the intent of Grantee and Grantor that any disputes which may arise between them, or between employees of each, be resolved as quickly as possible, both for the prompt installation, operation, maintenance, repair, reinstallation, replacement, and upon the termination of this Easement Agreement removal of the Communication System, and for the safe and uninterrupted operation of the LRT.

Grantor: Metro Transit
560 6th Avenue, North
Minneapolis, MN 55411
ATTN: Metro Transit Rail Operations

Grantee: Hennepin County
Land Management Division
Community Works Department
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415

12.0 Successors and/or Assigns

The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto and the covenants, agreements and easements contained herein shall be deemed to run with and burden the property subject to the easement. Grantee shall not assign or otherwise convey any of its rights, titles, or interests under this Easement Agreement without the prior written consent of Grantor. Any purported assignment made in violation of this Article 12.0 shall be void and of no force and effect.

13.0 ENTIRE AGREEMENT: AMENDMENTS

13.1 This Easement Agreement and exhibits attached hereto shall constitute the entire agreement between the parties.

13.2 This Easement Agreement may be amended by mutual consent, in writing, signed by the parties hereto, and such amendments shall become part hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their respective duly authorized representatives.

METROPOLITAN COUNCIL

By: _____
Weston Kooistra
Its: Regional Administrator

Date:_____

HENNEPIN COUNTY

By:_____

Its: Chair

Date: _____

By_____

Its Executive Director

Date:_____

EXHIBIT LIST	
Exhibit A	Corridor- to be provided when available
Exhibit B	Duct Bank- to be provided when available
Exhibit C	Insurance

Exhibit A

Corridor

Exhibit B

Duct Bank

Exhibit C

CONTRACTOR INDEMNFIICATION, INSURANCE, AND BOND REQUIREMENTS

1.01 Indemnification. To the fullest extent allowed by law, the Contractor agrees that it will save and protect, hold harmless, indemnify, and defend the Grantor, Grantee, and their respective members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this section), losses, damages, or lawsuits for damage or injury that are alleged to arise out of, result from, or attributable to, whether in whole or in part, the Contractor's work, including acts or omissions of its employees, subcontractors, representatives, or agents, or anyone else for whom Contractor may be liable.

1.02 Insurance Requirements. Contractor shall purchase from and maintain during the work, or longer if required elsewhere in this contract, in a company or companies lawfully authorized to do business in the jurisdiction in which the Easement Agreement is located, insurance set forth below providing protection from claims which may in any way be related to Contractor's work under the contract and for which Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. General Liability and Umbrella Insurance
    - 1.1 Contractor shall maintain commercial general liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence and a general aggregate limit of not less than $2,000,000. The general aggregate limit shall apply separately to this project.
    - 1.2 CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, including the contractual liability assumed in Section 1.01. Policy must be endorsed with ISO CG 24 17, or its equivalent.
    - 1.3 The Grantor, Grantee, and their officers, agents and employees shall be included as an additional insureds under the CGL utilizing ISO CG 20 26 07 04 and ISO CG 20 37 07 04, or their equivalent. Such coverage shall be maintained in effect for a minimum period of three years following final acceptance of the work related to this contract. This insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to Grantor or Grantee. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

2. Automobile and Umbrella Liability Insurance
    - 2.1. Contractor shall maintain Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, with a limit of not less than $1,000,000 each accident.
    - 2.2. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.
    - 2.3. The Grantor, Grantee and their respective officers, agents and employees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent.

3. Workers' Compensation and Employers Liability
    - 3.1. Workers' Compensation pursuant to Statute.
    - 3.2. Employers Liability with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, $1,000,000 policy limit for bodily injury by disease.

4. Contractor Pollution Liability(CPL)
    4.1. Contractor shall maintain this coverage with limits not less than $1,000,000 each claim and $2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if contractor is disposing of waste.
    4.2. The Grantor and Grantee shall also be listed as an insured on such policy.
    4.3. If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i) the effective date of this contract, or ii) the date work begins and shall provide an extended reporting period.

5. Railroad Protective Liability
    5.1. If required by a Railroad or Grantor, Contractor shall purchase and maintain Railroad Protective Liability (RPL) Insurance which shall list the interest of the Railroad as the insured.
    5.2. Limits shall be not less than required by Railroad.

1.03 Other Insurance Provisions. The insurance policies shall contain the following provisions:

1.1 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten day notice for cancellation due to non-payment of premium).

1.2 In addition to notifying its insurer(s) in accordance with the policy, Contractor shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Grantor or Grantee.

1.3 Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the Grantor, Grantee, and their members, agents and employees, for losses arising out of the performance of this contract.

1.4 Insurance is to be placed with insurers with Best's rating of no less than A:VII.

1.5 The Contractor shall furnish the Grantor or Grantee with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the Grantor or Grantee before work commences. Neither the Grantor nor Grantee are obligated to review certificates or other evidence of insurance, or to advise the Contractor of any deficiencies in such documents, and receipt thereof will not relieve the Contractor from, nor be deemed a waiver of the Grantor's or Grantee's right to enforce, the terms of the Contractor's obligations hereunder.

1.04 Contractor's Responsibility for Insurance. Neither the Grantor nor the Grantee represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the Contractor's business or interests. It is the sole responsibility of the Contractor to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the Contractor's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract.

1.05 Non-Waiver of Municipal Immunity and Limits. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

Exhibit 10: General Depiction of Rail and Access Easement

LEGEND

RAIL AND ACCESS EASEMENT

I-94

CSAH 40 (GLENWOOD AVE)

RAMP C

RAMP 14

E FRONTAGE ROAD

2925+00

2930+00

2935+00

2940+00

3+63

105+00

110+00

115+00

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

HCRRA PROPERTY TRANSFER AGREEMENT
EXHIBIT 10
SHEET 1 OF 1

Rev 0
03/09/2018

NORTH

0 25 50 100
SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 09 2018 09:11 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E4-HCRRA-SUBDIVISION-TAIL TRACK-EXHIBIT11.dwg By: V-MatterEK

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36178

METROPOLITAN COUNCIL – PETITION FOR DECLARATORY ORDER

VOLUME III OF III

Edward D. Greenberg
Thomas W. Wilcox
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Special Counsel for the Metropolitan Council

Ann Bloodhart, Esq.
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Telephone: 651-602-1105

April 4, 2018

Attachment 3: Real Estate Purchase Agreement between the Council and CP ("REPA")

REAL ESTATE PURCHASE AGREEMENT

1.0 AGREEMENT and PARTIES

THIS AGREEMENT is made effective this ____ day of _____2018, the "**Effective Date**," by and between

SOO LINE RAILROAD COMPANY, a Minnesota corporation *doing business as* Canadian Pacific, "**Seller,"** whose representative and address for any notice related to this Agreement is:

Chuck Hubbard
Director; Interline & Passenger - South
Canadian Pacific
Battle Creek Building
1010 Shop Road
St. Paul, Minnesota 55106

Telephone: (612) 904-5964
E-mail: Chuck_Hubbard@cpr.ca

or such other contact and address as Seller may hereafter designate, and

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, "**Buyer,**" whose representative and address for any notice related to this Agreement is:

Jim Alexander, P.E.
Southwest LRT Project Director
Southwest LRT Project Office
Park Place West
6465 Wayzata Boulevard, Suite 500
St. Louis Park, Minnesota 55426

Telephone: (612) 373-3880
E-mail: jim.alexander@metrotransit.org

or such other contact and address as Buyer may hereafter designate.

Seller and Buyer are collectively referred to herein as the "**Parties**," or generically and individually as a "**Party**."

THE PARTIES HERETO agree as follows:

2.0 PROPERTY, PARALLEL AGREEMENTS, EASEMENTS and INDEMNITY

2.1 PROPERTY

The real property that is to be sold by Seller to Buyer pursuant to this Agreement consists of:

A. Bass Lake Spur. Seller's Bass Lake Spur right of way between Milepost 435.06 near Hopkins, and Milepost 428.38 in St. Louis Park, all in Hennepin County, Minnesota. Said property is described in more detail in **Exhibit A** and shown upon the map in **Exhibit B-1** appended hereto, the "**Bass Lake Spur**," and

B. Belt Line Industrial Track. That portion of Seller's Belt Line Industrial Track located south of the Bass Lake Spur referenced in the preceding paragraph, and north of the south line of Oxford Street, all in St. Louis Park, Hennepin County, Minnesota. Said property is described in more detail in **Exhibit A** and shown upon the map in **Exhibit B-2** appended hereto, the "**Belt Line Industrial Track**;" and

C. Improvements. Subject to the rights retained or excluded by Seller pursuant this Agreement, all Seller's rights, title and interest in railroad trackage (and the appurtenances thereto), buildings, and other improvements on the Property are included in the sale by Seller to Buyer, the "**Improvements**."

The Bass Lake Spur, Belt Line Industrial Track and Improvements are collectively referred to herein as the "**Property**."

2.2 EASEMENT RIGHTS

A. Longitudinal Transmission Rights. Contemporaneous with the Closing, Buyer agrees to grant Seller an easement on the Property for the placement, operation, and maintenance of longitudinal pipelines, fiber optic cable and transmission lines (hereinafter called the "**Transmission Lines**") in the location to be determined in accordance with Section 6.1 (hereinafter called the "**Transmission Lines Easement**"). The Transmission Lines Easement shall be in the form attached hereto as "**Exhibit D**."

B. Rail Freight Operating Easement. Seller will enter into an agreement with Hennepin County Regional Railroad Authority ("**HCRRA"**) and the Council, titled the "Bass Lake Spur Freight Rail Easement Agreement" (referred to herein as the "**Freight Easement Agreement**") which is included in this Agreement by reference and attached as ("**Exhibit C**"). Pursuant to the Freight Easement Agreement, the exclusive right to use the Property for the provision of service as a rail carrier as that term is defined in 49 U.S.C. § 10102 (5) ("**Freight Rights**") shall be excluded from the sale of the Property by means of the Rail Freight Operating Easement conveyed by Seller to HCRRA in conjunction with the conveyance of the Property by Seller to Buyer. Said Freight Easement Agreement and easement shall be substantially in the form appended hereto as Exhibit C.

2.3 FUTURE TRACK CONNECTION

Seller acknowledges that if Buyer severs the Skunk Hollow Connection following Closing, Buyer intends to construct a new connection track from the Bass Lake Spur to Seller's MN&S Spur main line, as shown in approximation on **Exhibit B-2**. If that occurs, Seller agrees that, subject to engineering standards and approval, it will accommodate a railroad switch to said future connecting track at the point approximately in the location designed as "H" on **Exhibit B-2** and on the condition, that:

A. The cost and installation of the said rail switch installation shall be at Buyer's sole cost and expense;

B. The installation, use, and financial responsibilities for on-going maintenance related expenses, capital renewal and replacement of the railroad switch shall be encompassed by an agreement substantially in the form appended hereto as "**Exhibit H**"; and
C. The switch must be constructed within 6 years of the Closing of the sale of the Property by Seller to Buyer.

2.4 TCWR INDEMNITY

In addition to the indemnity provided by Section 5.4 below, Buyer agrees to indemnify, hold harmless and defend Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, (Seller and the forgoing are referred to as the "Seller Indemnitees", all of which shall be third party beneficiaries) for, from and against any and all actual or threatened liabilities, suits, claims, counterclaims, causes of action, or demands, related to the Claims (as defined below) asserted, brought, made or arising at or after Closing (regardless if any such Claim relates to pre-Closing or post-Closing matters or both) and asserted, brought or made by Twin Cities and Western Railroad or its directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries or, successors and assigns ("**TCWR**"), together with any and all related penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, incidental damages, special or indirect damages, punitive damages (to the extent permitted by law), amounts paid or payable in settlement, including any interest, losses, costs, and Expenses of every kind.

"Claims", as used in this Section 2.4, means actual or threatened liabilities, suits, claims, counterclaims, causes of action, or demands directly or indirectly arising out of resulting from or relating to the following:

A. this Real Estate Purchase Agreement;
B. the Freight Easement Agreement;
C. the Freight Rights;
D. the Connecting Track Agreement appended as Exhibit H;
E. the future track construction described in Section 2.3;
F. the Twin Cities Trackage Rights Agreement between Seller and 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 "**TCWR TRA**") ;
G. the Partial Assignment Agreement for Bass Lake Spur Trackage between Seller and HCRRA;
H. the Trackage Rights Agreement among Seller, TCWR, and HCRRA dated August 10, 1998 and as amended by that certain Supplement to Trackage Rights Agreement dated July 30, 2002 (collectively, the "**HCRRA TRA**");
I. the Services described in Article I of that certain Freight Rail Reimbursement Agreement No. 17M215 by and between Buyer and Seller dated February 27, 2018 (the "Reimbursement Agreement"); or
J. amendments, modifications and restatements to the foregoing and agreements, instruments and documents executed in connection with the foregoing, whether at the Closing or in the future.

For purposes of clarification and without limiting any of the foregoing, the terms of this Section 2.4 shall apply regardless of whether the Claims were caused in whole or in part by the Seller's actions or inactions. The foregoing shall apply on and after the after Closing without any limitation as to years or time after Closing. For the avoidance of doubt, the indemnity set forth in Section 9.11 of the Reimbursement Agreement shall apply to all "Claims" referred to therein prior to the Closing and for such claims such indemnity shall survive the Closing and continue to be in full force and effect.

Buyer shall pay Expenses owed to Seller and the Seller Indemnitees hereunder from time to time upon demand by Seller or any Seller Indemnitee in advance of the final disposition of any Claim.

Buyer and Seller agree to cooperate in sharing relevant information, evaluating, and responding to any Claim brought by TCWR. Buyer represents that it has full legal authority to provide the indemnity set forth in this Section 2.4.

"Expenses" means any and all expenses, including attorneys' and experts' fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) Expenses incurred by any Seller Indemnitee in connection with the interpretation, enforcement or defense of any Seller Indemnitee's rights under this Section 2.4, by litigation or otherwise.

3.0 PURCHASE PRICE, CLOSING and CONVEYANCES

3.1 PURCHASE PRICE

The purchase price for the Property (the "**Purchase Price**") shall be **TWENTY-SEVEN MILLION, FOUR-HUNDRED FIFTY THOUSAND and NO/100 DOLLARS ($27,450,000.00).** Buyer shall pay the Purchase Price, as may be adjusted pursuant to Section 10.1, to Seller via Guaranty Title, as agent for Old Republic Title Insurance Company ("**Closer**") by wire transfer or electronic funds transfer as set forth below:

Advance Payment. An Advance Payment ("Advance Payment") in the amount of $1,000,000 to be delivered to the Closer within seven business days after the Effective Date to be applied against the Purchase Price at Closing, disbursed as set forth herein or accounted for as provided in Section 8.2. Buyer shall pay all fees of the Closer associated with the Advance Payment. The Closer shall disburse the Advance Payment to Seller upon notification by Seller that the non-waivable conditions set forth in Section 3.2 A and B have been satisfied.

Balance of Purchase Price. The balance of the Purchase Price to the Closer on the Closing Date.

3.2 CONTINGENCIES

The obligations of Buyer under this Agreement are contingent upon each of the following on or prior to the dates set forth below:

A. State of Maine Filing. The Surface Transportation Board ("**STB**") has determined that the transfer of the Property is not an acquisition of a railroad line requiring STB approval under 49 U.S.C. § 10901. Section 3.2 A is a contingency of Closing that cannot be waived.

B. STB Exemption Authorization. The STB authorizes HCRRA to acquire the Freight Rail Operating Easement and common carrier rights and obligations. Section 3.2 B is a contingency of Closing that cannot be waived.

C. Other Contingencies.

1. Seller Performance. Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of all leases, easements, licenses and permits and environmental reports in Seller's possession. On or before the end of the Due Diligence Period, Buyer shall have determined that it is satisfied with its review and analysis of the documents provided hereunder.

2. Representations and Warranties. On the Closing Date, the representations and warranties of Seller contained in this Agreement shall be true as if made on the Closing Date.

3. Title and Survey. Title and survey matters shall have been found acceptable to Buyer, or been made acceptable to Buyer, in accordance with the requirements, time frames and other terms set forth herein.

4. Access and Inspection. Seller shall have allowed Buyer, and Buyer's agents, prompt, reasonable access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing the same from the Effective Date through the end of the Due Diligence Period (as defined herein), subject to the terms of Section 6.3 below. On or before the end of the Due Diligence Period, Buyer shall have determined that it is satisfied with its review and analysis of the documents provided hereunder.

D. Termination. With respect to the contingencies outlined in Section 3.2. C 1-4, in the event that Buyer determines, in its sole and absolute discretion, at any time on or before 60 calendar days after the Effective Date (such period, the "**Due Diligence Period**"), not to proceed with the purchase of the Property based upon any one or more of the foregoing contingencies not being satisfied, then this Agreement may be terminated by written notice from Buyer to Seller, given on or before expiration of the Due Diligence Period. If such a termination occurs, and the Advance Payment has not been disbursed to Seller, Closer shall refund the Advance Payment to Buyer with any interest that has

accrued, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest. Subject to Section 4.1 and 9.2(I) of this Agreement, if Buyer does not terminate this Agreement in accordance with this Section on or prior to the last day of the Due Diligence Period, the contingencies set forth above shall be deemed satisfied or waived and Buyer's right to terminate this Agreement pursuant to this Section for failure of such contingencies shall expire and be of no further force or effect. If Buyer exercises its right to terminate this Agreement based upon any one or more of the foregoing contingencies not being satisfied, then this Agreement shall terminate, neither party shall have any further obligations hereunder except those obligations that are specifically designated as surviving termination.

3.3 CLOSING

The closing of the conveyance of the Property (the "**Closing**") will occur after the end of the Due Diligence Period (subject to Section 8.1) and after the non-waivable contingencies in Section 3.2 A and B have been satisfied. The Parties agree that June 29, 2018 is the targeted Closing Date. If the Closing does not occur on or before June 29, 2018, Buyer shall, within five business days after the non-waivable contingencies in Section 3.2 A and B have been satisfied, notify the Seller of an alternative date of Closing. The Closing must occur no later than 6 months after the non-waivable contingencies in Section 3.2 A and B have been satisfied, unless otherwise agreed to by the Parties. The Closing will occur at the Closer's office in Hennepin County, Minnesota. At Closing, the Parties will execute and deliver the documents set forth in Section 10.3

4.0 TITLE, THIRD PARTY LEASES and LICENSES

4.1 TITLE MATTERS

Seller makes no warranty or representation with respect to the marketability or quality of its title and is not under any obligation to furnish abstracts of title, title reports, or title insurance policies in respect of the Property. During the Due Diligence Period, Buyer shall have the right to raise objections to the marketability of Seller's title. If Buyer objects to Seller's title, it must give Seller notice within the Due Diligence Period, specifying the precise nature of the alleged title defects. The notice must be accompanied by evidence of the alleged defects, in the form of a copy of an abstract of title or a title company's title commitment. If Buyer fails to give proper or timely notice, it shall be deemed to have waived its right to object (except that defects which arise subsequent to the Due Diligence Period shall not be deemed waived unless Buyer fails to give Seller notice of same promptly after it learns, or in the exercise of reasonable diligence should have learned, of them); furthermore, even if Buyer gives proper and timely notice, it shall be deemed to have waived its right to object on the basis of then existing defects not specified in the notice. Seller shall have 45 calendar days or until the Closing, whichever is less (the "**Cure Period"**), in which it may, if it so chooses, attempt to cure any defect specified in a timely and otherwise proper notice. Seller has no obligation or responsibility whatsoever to cure (or attempt to cure) any title defect. If Seller shall undertake to cure or attempt to cure any title defect, it may withdraw from such undertaking at any time without penalty; such undertaking shall not create, nor shall it under any circumstance be construed to create, any obligation whatsoever on the part of Seller to

cure any such defect. If Seller is unable or unwilling to cure any specified defect, Buyer may terminate this Agreement by giving Seller notice of termination at any time prior to the actual delivery and acceptance of the deed, which notice shall state that this Agreement is being terminated because of Seller's failure to cure title defects. By accepting delivery of the quit claim deed, Buyer shall be deemed to waive all uncured title defects.

4.2 LEASES

Except as may be reserved unto Seller pursuant to this Agreement, at and as of the Closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under any lease which:

(a) was granted by Seller (or its predecessors in interest) as lessor;

(b) is known to Seller; and

(c) includes or burdens any portion of the Property;

provided that if (i) any such lease unreasonably conflicts with Buyer's intended use of the Property, and (ii) Seller has not provided Buyer a copy of such lease in accordance with Section 3.2.C, and (iii) Buyer did not know, or in the exercise of reasonable diligence have reason to know, of the existence and material terms of such lease, and (iv) Buyer has objected to such lease by written notice to Seller within five (5) business days after the date on which Buyer received a copy, or learned or in the exercise of reasonable diligence should have learned of its existence, and (v) Seller has not cured Buyer's objections by the earlier of forty-five (45) calendar days after receiving Buyer's objection notice or the Closing, then Buyer may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller prior to Closing, or waive Buyer's objections and all rights related thereto and proceed to Closing. Any objections not made in accordance with this Section shall be deemed waived by Buyer.

If Buyer is the lessee under such a lease, that lease shall merge into the purchase as of the Closing. Also, if any lease includes property other than the Property, the assignment and assumption (or merger) shall be limited to the leasehold interest in the Property. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the Closing. Prepaid rentals shall be prorated on a per diem basis at and as of the Closing Date. In the event of a partial assignment or merger, rentals in respect of the period from and after the Closing shall be adjusted between Seller and Buyer based on the square footage of the land area of their respective interests in the leased premises; provided, however, that where the rental was established on a basis other than square footage, the adjustment shall be determined using such other basis. Seller will provide a copy of each such lease to Buyer in accordance with Section 3.2.C of this Agreement. At the Closing, the Parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such lease or leases.

4.3 EASEMENTS, LICENSES and PERMITS

Except as may be reserved unto Seller pursuant to this Agreement, at and as of the Closing, Seller will assign to Buyer Seller's rights, and Buyer will assume Seller's obligations, under existing easements, licenses, and permits (collectively, instruments) which:

(a) were granted by Seller (or its predecessors in interest);

(b) are known to Seller; and

(c) include or burden any portion of the Property.

provided that if (i) any such instrument unreasonably conflicts with Buyer's intended use of the Property, and (ii) Seller has not provided Buyer a copy of such instrument in accordance with Section 3.2.C, and (iii) Buyer did not know, or in the exercise of reasonable diligence have reason to know, of the existence and material terms of such instrument, and (iv) Buyer has objected to such instrument by written notice to Seller within five (5) business days after the date on which Buyer received a copy, or learned or in the exercise of reasonable diligence should have learned of its existence, and (v) Seller has not cured Buyer's objections by the earlier of forty-five (45) calendar days after receiving Buyer's objection notice or the Closing, then Buyer may, as its sole and exclusive remedies, either terminate this Agreement by written notice to Seller prior to Closing, or waive Buyer's objections and all rights related thereto and proceed to Closing. Any objections not made in accordance with this Section shall be deemed waived by Buyer.

There shall be no proration of prepaid rentals, prepaid fees, or other prepaid charges in respect of any such instrument. If such an instrument pertains in part to property other than the Property, the assignment and assumption shall be limited to the interest the instrument creates in the Property. In the event of such partial assignment, the rentals, fees, and other charges which come due after the Closing shall be allocated between Seller and Buyer based on the square footage of the land area of their respective interests in the property affected by the instrument; provided, however, that where the rental, fee, or other charge was established on a basis other than square footage, the adjustment shall be determined using such other basis. The assignment and assumption contemplated by this Section shall be limited to rights and obligations accruing as of and after the Closing. Seller will provide a copy of each such instrument to Buyer in accordance with Section 3.2.C of this Agreement. At the Closing, the Parties will execute an assignment and assumption agreement incorporating the terms of this Section and identifying such instrument or instruments.

5.0 ENVIRONMENTAL CONDITIONS and RESERVATIONS

5.1 DEFINITIONS

As used herein, the follow capitalized terms are defined as follows.

"**Claim**" or "**Claims**", as used in this Section 5.0, means all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, losses, costs, and expenses of every kind

(including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any of the foregoing).

"**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Minnesota Environmental Responsibility and Liability Act, Minn. Stat. §§ 115B.01-.20, and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Ch. 115C, all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

5.2 AS IS, ALL FAULTS and NO REPRESENTATION BY SELLER

Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that:

A. Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or any representation or warranty regarding the environmental condition of the Property);

B. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents, or employees with respect to the condition or value of the Property;

C. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing and not any representations of the Seller; and

D. The condition of the Property is fit for Buyer's intended use. Buyer agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property,

whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

5.3 RELEASE

Buyer, for itself, its employees, divisions, agents, affiliates, predecessors, successors and assigns, and all future owners of the Property or any interest therein, and anyone acting on its behalf or their behalf, hereby fully releases and forever discharges, and covenants and agrees not to sue, Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf, from any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Property, including without limitation any Claims relating to the condition of the Property, including the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property. Further, Buyer, for itself, its employees, division, agents, affiliates, subsidiaries, predecessors, successors, and assigns, and all future owners of the Property or any interest therein, and anyone acting on its behalf or their behalf, hereby waives any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law or arising at common law, in equity or under a federal, state or local statute, rule or regulation) Buyer or such other parties had, has or may have against Seller and its respective directors, officers, stockholders, employees, division, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the Property, including without limitation any Claims relating to the condition of the Property, the presence of any Hazardous Substances on the Property, or any migration of any Hazardous Substance to or from the Property. For purposes of clarification, and without limiting any of the foregoing, the terms of this Section 5.3 shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

5.4 INDEMNITY

Buyer agrees to indemnify, hold harmless and defend Seller and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, from and against any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Property, including without limitation any Claims relating to the condition of the Property, the presence of any Hazardous Substance on the Property, or any migration of any Hazardous Substance to or from the Property. For purposes

of clarification and without limiting any of the forgoing, the terms of this Section 5.4 shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Seller's actions or inactions.

5.5 RESTATEMENT IN DEED

The provisions of Sections 5.1 through 5.3 shall run with the land and will be restated in the deed appended hereto as **Exhibit E**, except that Seller will be referred to as Grantor and Buyer as Grantee.

6.0 SURVEY; SUBDIVISION PLATS; RIGHT OF ENTRY

6.1 SURVEY

Buyer shall, at its expense, obtain a survey of the Property. The survey shall be prepared by a surveyor registered in the State of Minnesota. If the Property is registered (i.e., Torrens) land, or if a certified survey is required by law, the survey shall be duly certified. The survey shall show and describe the Property to be sold and the land to be encumbered by the Transmission Lines Easement. The narrative property legal description or descriptions generated by the survey, the "**Legal Description**," shall be appended to the conveyance and other documents contemplated by this Agreement.

Buyer shall deliver the survey to Seller during the Due Diligence Period. Seller shall have 15 calendar days in which to disapprove the survey by giving written notice to Buyer of the matters which render the survey or such location unacceptable ("**Seller's Notice of Objections**"). During the Due Diligence Period, Buyer has the right to raise objections with the Seller about the survey and prior to the end of the Due Diligence Period shall give written notice to Seller of the matters which render the survey unacceptable ("**Buyer's Notice of Objections**"). If Buyer or Seller fails to give such notice, the survey shall be deemed approved by such Party. If Buyer gives Buyer's Notice of Objections, Seller shall have 45 calendar days or until the Closing, whichever is less, in which Seller may, but shall not be obligated, to remedy or attempt to remedy Buyer's objections. If Seller does not, or is unwilling to, remedy any such objection within such time period, Buyer may terminate this Agreement by written notice to Seller prior to Closing. If Seller gives Seller's Notice of Objections, Buyer shall make a good faith attempt to remedy such matters and shall, within 10 calendar days of Seller's notice, deliver a revised survey to Seller. Seller shall have 10 calendar days in which to disapprove the revised survey by giving Buyer notice of the matters which render it unacceptable. If Seller fails to give such notice, the survey shall be deemed approved. If Seller gives such notice, this Agreement shall thereupon terminate unless Seller, at its option, shall agree in writing to permit Buyer to make additional revisions to the survey.

6.2 SUBDIVISION PLATS

Buyer will be responsible for preparing, at its expense, any survey or plat required by any governmental authority (including any survey or plat of Seller's property contiguous to the Property), where such survey or plat is required in connection with or as a consequence of, Buyer's purchase of the Property. The survey or plat shall not be filed or recorded until Seller has approved it.

6.3 RIGHT OF ENTRY

During the Due Diligence Period, Buyer (and its employees, agents, and contractors) may enter the Property and, to the extent necessary to effectuate the purposes of this Section 6.3, Seller's land in the vicinity of the Property (such land and the Property being referred to, collectively, as the Site), for the purpose of conducting soil tests, environmental tests, and a survey, subject to the terms and conditions of a right of entry agreement in the form of **Exhibit I** hereto, to be executed by the Parties before Buyer (or its employees, agents, and contractors) enter the Site.

7.0 BUYER'S OBLIGATIONS – STATE OF MAINE FILING WITH STB

Buyer shall file with the U.S. Surface Transportation Board ("STB") a petition seeking a declaratory order that the Buyer's acquisition of the Property is not subject to STB approval, commonly referred to as a "State of Maine" petition in reference to the decision in *Me., Dep't of Transp. – Acquisition & Operation Exemption-Me. Cent. RR. 8 I.C.C.2d 835 (1991).* The date on which the STB issues a decision that the acquisition of the Property by Buyer would not be an acquisition of a railroad line that would require Board authorization under 49 U.S.C. § 10901 and would not cause the Buyer to become a rail carrier under the Interstate Commerce Act shall be referred to as the "**Buyer's STB Approval Date**."

8.0 TERMINATION, DEFAULT and REMEDIES

8.1 ENVIRONMENTAL: PARTIES' RIGHT TO TERMINATE

Either Party may terminate this Agreement at any time prior to the delivery of the deed if it determines, in the exercise of its sole and absolute discretion, that circumstances related to Hazardous Substances render the sale inadvisable. If such a termination occurs, and the Advance Payment has not been disbursed to Seller, Closer shall refund the Advance Payment to Buyer with any interest that has accrued, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest.

The Closing of the sale, if it occurs, is not, and shall not be construed as, an actual or implied representation or warranty by Seller as to the condition of the Property or the absence of Hazardous Substances.

8.2 DEFAULT and REMEDIES

A. Notice and Cure. If either Party defaults under this Agreement, then the other Party shall notify the defaulting Party in writing of the default and specify the requirements to correct the default. The defaulting Party shall have twenty (20) calendar days from the date of the notice to correct the default. If the default is not corrected in that time, the defaulting Party shall be in breach of this Agreement.

B. Seller Default. In the event of breach by the Seller prior to Closing including, but not limited to, a failure to close under Section 3.3, Buyer's sole and exclusive remedy is to, either:

i. terminate this Agreement by written notice to Seller, in which case Closer shall refund the Advance Payment to Buyer if the Advance Payment has not been disbursed to Seller, and if the Advance Payment has been disbursed to Seller, Seller shall refund the Advance Payment to Buyer without interest, or

ii. seek to enforce specific performance of Seller's obligations under this Agreement in any court having jurisdiction, provided, however, such action is brought, if at all, within six (6) months after Seller's default and that in the event specific performance is unavailable because Seller has sold the Property to a third party or conveyed a incompatible easement to a third party, Buyer shall have all remedies available to it under law or at equity.

C. Buyer Default. In the event of breach by the Buyer prior to Closing including, but not limited to, a failure to close under Section 3.3, Seller's sole and exclusive remedy is to terminate this Agreement by written notice to Buyer, in which case (i) Closer shall disburse the Advance Payment to Seller if the Advance Payment has not been disbursed to Seller, and if the Advance Payment has been disbursed to Seller, Seller shall be entitled to irrevocably and unconditionally retain the Advance Payment; and (ii) Buyer shall pay an additional $100,000 to Seller.

9.0 REPRESENTATIONS and COVENANTS

9.1 REPRESENTATIONS BY PARTIES

Notwithstanding anything herein to the contrary, each Party warrants and represents to the other Party that:

A. Authority. The Party has full power and authority to execute, deliver, and perform this Agreement and consummate the transactions contemplated hereunder.

B. Duly Executed. This Agreement has been duly executed and delivered by it and constitutes a legal, valid, and binding obligation of enforceable against it in accordance with its terms.

C. Brokers and Agents. It has not retained any real estate broker or agent in connection with this transaction. If any real estate broker or agent can establish a valid claim for

commission or other compensation in connection with this transaction, such commission or other compensation shall be paid by the Party engaging said broker or agent.

D. Breach of Representation or Warranty. Each Party shall immediately advise the other Party in writing if, subsequent to the date of this Agreement and prior to the Closing, the Party (the "**Breaching Party**") learns that any of the representations and warranties set forth in this Section 9 or its subparts are no longer true or correct. In such event (unless the Breaching Party elects to cause and does cause the representation and/or warranty to again become true or correct prior to the Closing), the other Party shall have the right to terminate this Agreement at or prior to the Closing upon written notice to the Breaching Party.

9.2 ADDITIONAL REPRESENTATIONS BY SELLER

In addition to the representations set forth in Section 9.1, Seller warrants and represents to Buyer that:

A. Litigation. There is no litigation pending or, to Seller's knowledge, threatened against or with respect to the Property to Seller's knowledge, except as may be specified herein.

B. Condemnation. To Seller's knowledge (without duty of inquiry or investigation), there is no condemnation or similar proceeding currently pending or threatened against the Property.

C. Mechanics' Liens. There is not and has not been any work performed in, on or about the Property nor have materials been provided which have not been paid for in full or which could give rise to a mechanics' or materialmen's lien under applicable state law.

D. Underground Storage Tanks. To Seller's knowledge (without duty of inquiry or investigation), there are no underground storage tanks on, in or under the Property except as disclosed in writing by the Seller to Buyer.

E. Well and Sewage Treatment System Disclosures. That to Seller's knowledge there are no wells on the Property. Seller states that to Seller's knowledge there is no individual sewage treatment system, as defined in Chapter 115.55 of the Minnesota Statutes, on or serving the Property.

F. Leases, Licenses, and Permits. To the knowledge of Seller's Director of Real Estate - US, there are no leases, licenses or permits other than those that have been disclosed to Buyer pursuant to Sections 3.2.C, 4.2 and 4.3, which would materially conflict with Buyer's intended use of the Property.

G. Bankruptcy; Creditors. Seller has not:

i. made a general assignment for the benefit of creditors;

ii. filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors;

iii. suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets;

iv. suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets;

v. admitted in writing its inability to pay its debts as they come due; or

vi. made an offer of settlement, extension or composition to its creditors generally.

H. Blocked Person. Seller is not a "foreign person" as contemplated by Section 1445 of the Internal Revenue Code. Neither Seller nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (each, a "**Blocked Person**"), and, to the best of Seller's knowledge, neither Seller nor any of its affiliates engages in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.

I. Date-Down to Closing. All representations and warranties of Seller contained in this Agreement, and all statements, exhibits, and documents, delivered pursuant hereto or in connection with the transaction contemplated hereby, will be accurate and complete as of the date when made and shall be deemed to be made again at and as of the date of Closing, and shall be true and accurate in all respects. If Buyer is aware, prior to Closing, that any such representations and warranties are inaccurate or incomplete, it will have the right, among other remedies, to terminate this Agreement upon written notice to Seller. Notwithstanding the foregoing, all representations and warranties set forth herein shall survive Closing for a period of one year (during which period any action based upon an alleged breach of such representations or warranties must be brought, if at all) and shall not be merged in the Deed.

9.3 SELLER'S COVENANTS

Until the Closing, or until this Agreement is terminated pursuant to the terms hereof, Seller covenants and agrees as follows:

A. Changes. Keep Buyer informed in writing of any significant decisions or developments concerning the Property.

B. Compliance. Comply in all material respect with all laws applicable to the ownership, use, occupancy, or operation of the Property.

C. Violations. Promptly inform Buyer upon receiving any notice or knowledge of any existing or alleged material violation of or non-conformity with any law, rule or regulation relating to the Property, and/or the ownership, use, occupancy, or operation

thereof, or any restriction, condition, covenant, or agreement concerning Seller and which relates to the Property, and/or the ownership, use, occupancy, or operation thereof.

D. Proscribed Activities. Prior to Closing, Seller shall not do any of the following without Buyer's prior written consent, which consent will not be unreasonably withheld:

i. Mortgage, pledge, subject to lien or other encumbrance, or sell or transfer any of the Property;

ii. Perform or consent to any exploration or development of any oil and gas or minerals in the Property;

iii. Enter into any easement, property lease, grazing lease, hunting, recreational, trailing or exchange of use arrangements or agreements relating to the Property, regardless of value or duration.

10.0 EXPENSES, CLOSING ADJUSTMENTS and CLOSING DOCUMENTS

10.1 EXPENSES

A. Escrow. Should the Parties agree to close in escrow to effectuate a Section 1031 Exchange by Seller, Seller will pay all related fees and charges in connection with the escrow.

B. Real Estate Taxes. All real estate taxes and installments of special assessments due and payable in the years prior to the Closing (including any penalties or interest) shall be paid by Seller on or before the Closing. The total real estate tax bill due and payable in the year in which the date of Closing occurs will be prorated on a per diem basis as of the Closing, using the most recent tax bill; such proration shall be final and binding on Seller and Buyer and there shall be no post-closing adjustment. Taxes payable in any year after Closing shall be the responsibility of the Buyer. There will be no proration to the extent the payment of such taxes has been assumed by a lessee under a lease that will be assigned to Buyer or merged into the purchase.

C. Transfer Taxes And Fees. Buyer will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all transfer taxes, excise taxes, sales taxes, use taxes, and fees incidental to the transfer of the Property or the recordation or filing of the deed.

D. Special Assessments. Buyer will assume responsibility for paying any special assessment (or installment thereof) where the due date for payment is after the Closing.

E. Buyer's Expenses.

i. Title Search and Exam

ii. Assessment Search

iii. Deed Transfer Taxes

iv. Mortgage Registration Taxes

v. Mortgage Lien recording fees

vi. Like-kind exchange fees

vii. Document recording fees

viii. The Closer's fee, if any, for Closing this transaction, except to the extent provided in Section 10.1.A.

F. Other Expenses. Except as provided to the contrary herein, and except as provided in the Service Agreement for Preliminary Engineering Activities (the "Service Agreement") entered into on September 27, 2013 between Seller and Buyer (No.12M035) as amended from time to time or the Reimbursement Agreement, each Party shall assume and pay for any attorney or legal fees that it may contract for in connection with this Agreement.

10.2 CLOSING, PAYMENTS and CONVEYANCES

A. Payment to Seller. At Closing, Buyer shall pay to Seller the Purchase Price set forth in Section 3.1, less adjustment chargeable to Seller pursuant Section 10.1.

B. At Closing, the Parties shall execute and deliver the documents set forth in Section 10.3.

10.3 CLOSING DOCUMENTS

At Closing, the Parties shall execute, acknowledge and deliver to the other Party the following documents:

A. Freight Rail Easement. The exclusion and reservation by Seller of the exclusive right to use the Property for the provision of service as a rail carrier pursuant to the Freight Rail Easement Agreement and the transfer of said rights by Seller to HCRRA shall be memorialized at or prior to Closing in substantially the form appended hereto in"**Exhibit C**".

B. Transmission Lines Easement. The Transmission Lines Easement granted by Buyer to Seller in substantially the form of the attached **Exhibit D**. The legal description to be incorporated into the easement shall be derived from the Survey required in Section 6.1.

C. Quit Claim Deed. Seller shall convey title to the Buyer by means of a Quit Claim Deed in substantially the form of the attached **Exhibit E**. The legal description to be incorporated into the deed shall be derived from the Survey required in Section 6.1.

D. Seller's Affidavit. Seller shall deliver to Buyer and any title company engaged by Buyer a Seller's Affidavit in the form set forth in **Exhibit F**.

E. Non-Foreign Affidavit. Seller shall execute and deliver to Buyer an affidavit stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 in substantially the form set forth in **Exhibit G**.

F. IRS Forms. The appropriate Federal Income Tax reporting form, if any is required.

G. Assignment of Leases, Easements, Licenses, and Permits. An assignment of leases, easements, permits and licenses (the "**Assignment**").

H. Security Deposits and Prepaid Rents. Seller's rights to any security deposits and prepaid rents held by Seller pursuant to any of the leases, licenses and permits, and to which Buyer is entitled under this Agreement, including valid transfers of any noncash securities or documents held for such purposes, together with notices to tenants and third parties of such transfers.

I. Well Certificate. If there are "Wells" on the Property (as defined by Minn. Stat. § 103I), a Well Certificate in the form required by law.

J. Storage Tanks. Any affidavit required by Minn. Stat. § 116.48.

K. Individual Sewage Treatment Systems. Any disclosure statement required by Minn. Stat. § 115.55.

L. Closing Statement. A Settlement Statement prepared by the Closer consistent with the provisions of this Agreement.

M. Trackage Rights Assignments. The Partial Assignment Agreement for Bass Lake Spur Trackage between Seller and HCRRA in substantially the form set forth in **Exhibit J**.

N. Other Closing Documents. Each Party shall deliver to the other such other documents and take such other actions, if any, as are reasonably required to close the transaction contemplated by this Agreement.

11.0 MISCELLANEOUS

11.1 MERGER

Except for the Service Agreement and Reimbursement Agreement, all prior representations or previous agreements made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or their agents to modify the terms and conditions of this Agreement.

11.2 SEVERABILITY

Each provision, paragraph, section, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

11.3 BINDING AGREEMENT

This Agreement shall inure to the benefit of and be binding upon the Parties and, as applicable, their respective heirs, representatives, successors, and permitted assigns/designees.

11.4 AMENDMENT and WAIVER

This Agreement may not be modified or amended, nor may any term or provision be waived or discharged except in writing signed by the Party or Parties against whom such amendment, modification, waiver or discharge is sought to be enforced. The waiver by any Party of any breach by another Party of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof by such Party, nor shall any failure to enforce any provision operate as a waiver of such provision of any other provision.

11.5 HEADINGS

The headings and subheadings contained in this Agreement are for convenience only and shall not control or effect the meaning, construction or interpretation of any provision hereof.

11.6 GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with, and be governed by, the laws of the State of Minnesota.

11.7 NOTICES

Any and all notices and demands by any Party hereto to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if (a) personally delivered with a receipt obtained from the person receiving the notice, (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, (c) via facsimile, or (d) if made by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered, delivered by facsimile, or delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner. Any notice or demand to a Party shall be addressed to the addresses contained in Section 1.0 of this Agreement. The Parties and Closing Agent may change their address for receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

11.8 SURVIVAL

All covenants, agreements, obligations, and undertakings made by Seller and Buyer in or pursuant to this Agreement, the Service Agreement and the Reimbursement Agreement shall survive the Closing, whether so expressed in the immediate context of any such covenant, agreement, obligation or undertaking.

11.9 TIME OF THE ESSENCE; NO PRECEDENT

The Parties agree that time is of the essence in this Agreement. The Parties further agree that the Purchase Price and other terms and conditions in this Agreement are not binding upon the Parties with respect to any other transaction, and shall not be deemed to establish any precedent or comparable with respect to any other transaction, in which the Parties may be involved now or in the future.

11.10 ASSIGNMENT

A. By Buyer: Subject to the Seller's advance written approval, Buyer may assign its rights under this Agreement. Seller's objections shall be limited to the financial ability of any assignee proposed by the Buyer to comply with the terms of this Agreement, which ability shall be determined by Seller in Seller's sole judgment.

B. By Seller: Seller may assign its rights, but not its obligations, to a Qualified Intermediary for the purpose of effecting a like-kind exchange pursuant to the applicable rules and regulations of the Internal Revenue Service and subject to the condition that Buyer's obligations or interests to be acquired herein shall not be conditioned, diminished or delayed pursuant such as transfer.

11.11 COUNTERPARTS

Facsimile signatures will be treated as original signatures and this Agreement may be signed in separate counterparts, which will be treated as one agreement.

[Signatures on next page.]

12.0 SIGNATURES

THE PARTIES HERETO have caused this Agreement to be executed and effective as of the date first above written:

BUYER: **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota

By _____

Its Regional Administrator

Date: 4/3/2018

SELLER: **SOO LINE RAILROAD COMPANY**
doing business as Canadian Pacific

By _____

Its _____

Date: _____

12.0 SIGNATURES

THE PARTIES HERETO have caused this Agreement to be executed and effective as of the date first above written:

BUYER: **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota

By _____

Its _____

Date: _____

SELLER: **SOO LINE RAILROAD COMPANY**
doing business as Canadian Pacific

By _____

Its VP FINANCE

Date: _____

ATTACHMENTS:

Exhibit A	General Description of the Property
Exhibit B-1	Map of Bass Lake Spur property
Exhibit B-2	Map Belt Line Industrial Track property
Exhibit C	Bass Lake Spur Freight Rail Easement Agreement
Exhibit D	Form of Grant to Seller of Transmission Lines Easement
Exhibit E	Form of Quit Claim Deed
Exhibit F	Form of Seller's Affidavit
Exhibit G	Form of Seller's FIRPTA statement
Exhibit H	Form of Connecting Track Agreement
Exhibit I	Form of Right of Entry Agreement
Exhibit J	Form of Partial Assignment Agreement for Bass Lake Spur Trackage

Exhibit A: General Description of the Property

A. That certain line of railroad extending easterly from Point "A" at Milepost 435.06 near Hopkins, Minnesota, 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, 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 B-1: Map of Bass Lake Spur Property

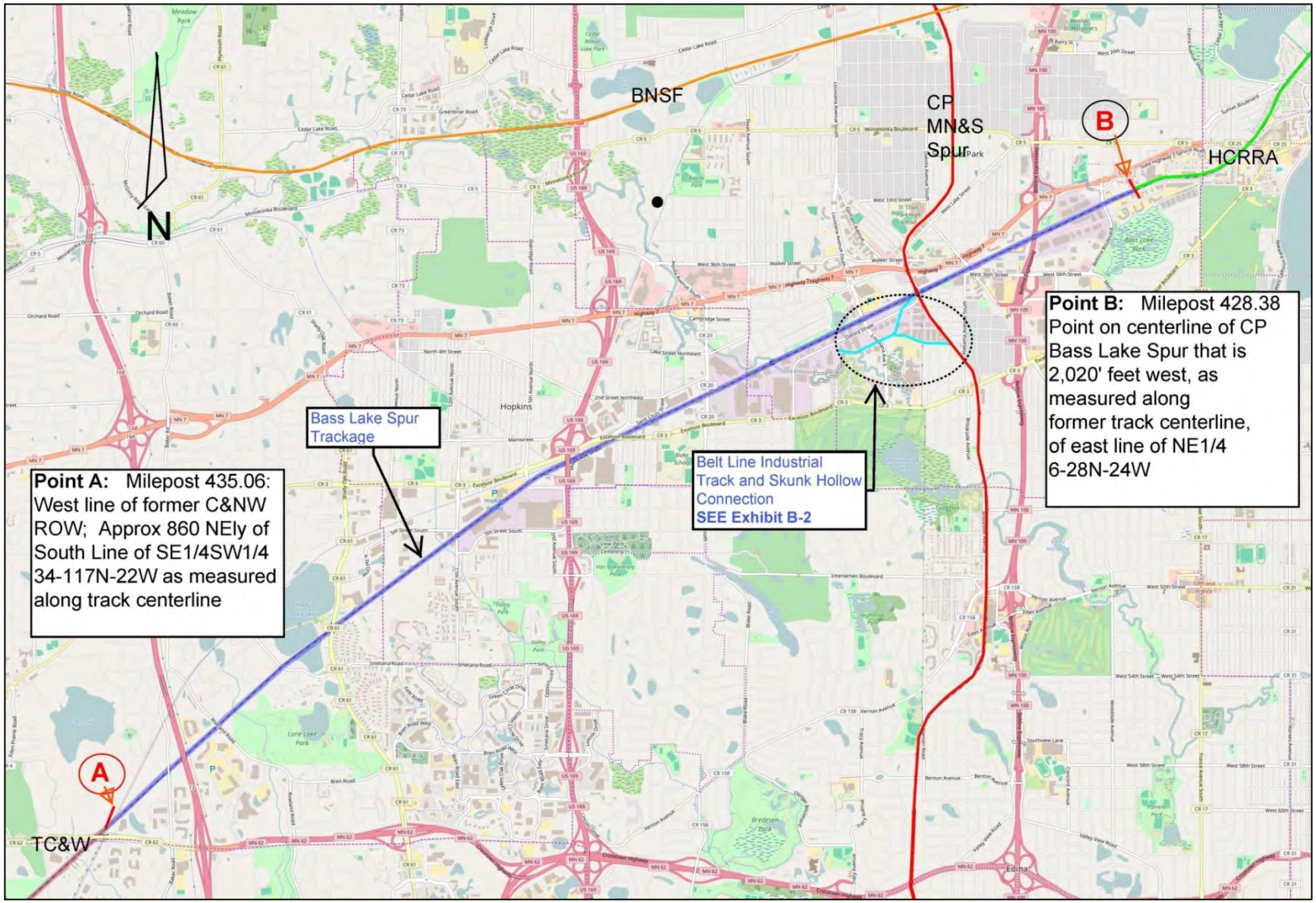


Exhibit B-2: Map of Belt Line Industrial Track property

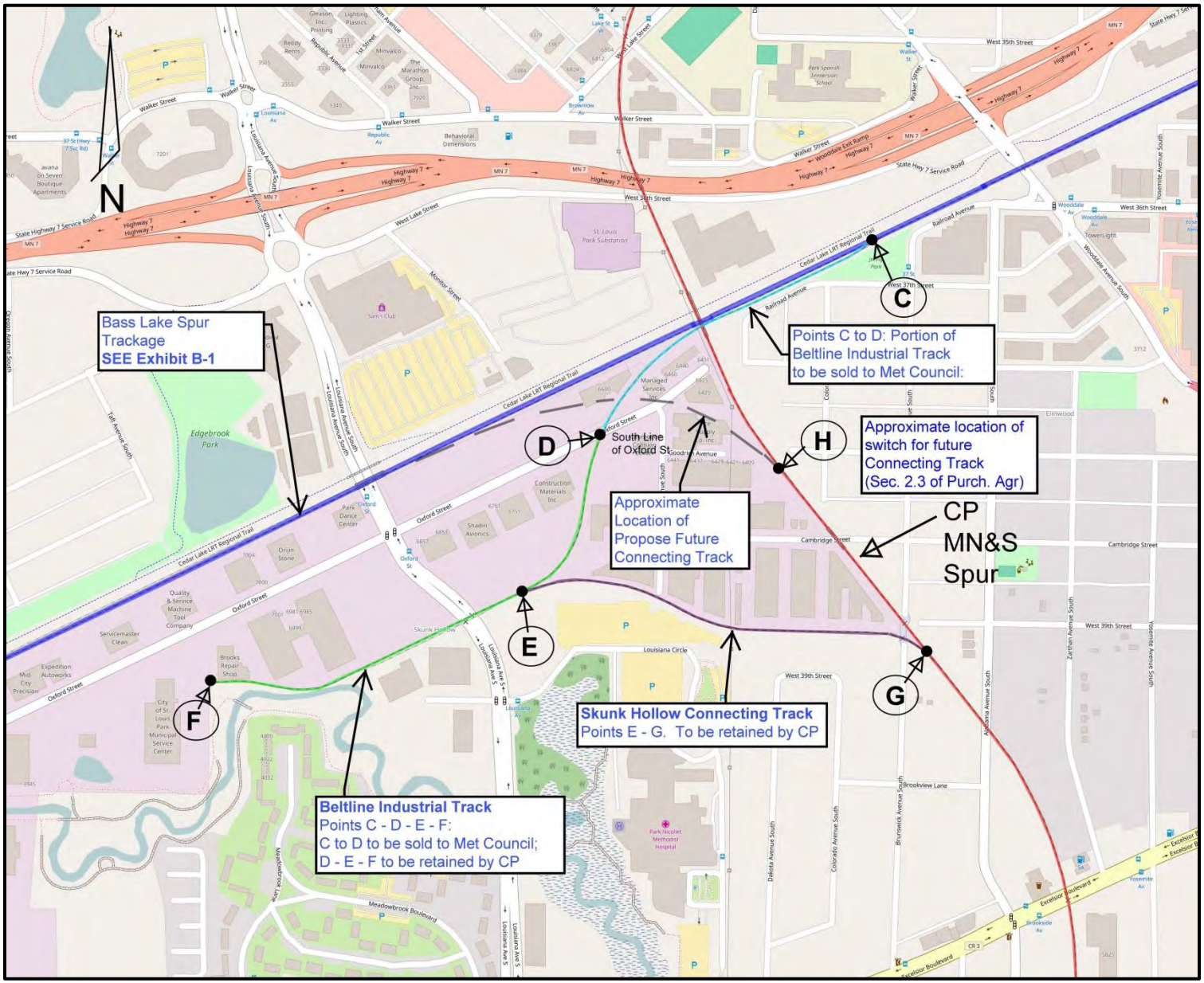


Exhibit C: Form of Grant of Freight Easement Rights

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 HCCRA to CP within 48 hours after conveyance of the Easement to HCCRA.

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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

Date: _____

By: _____
Executive Director

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”.

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

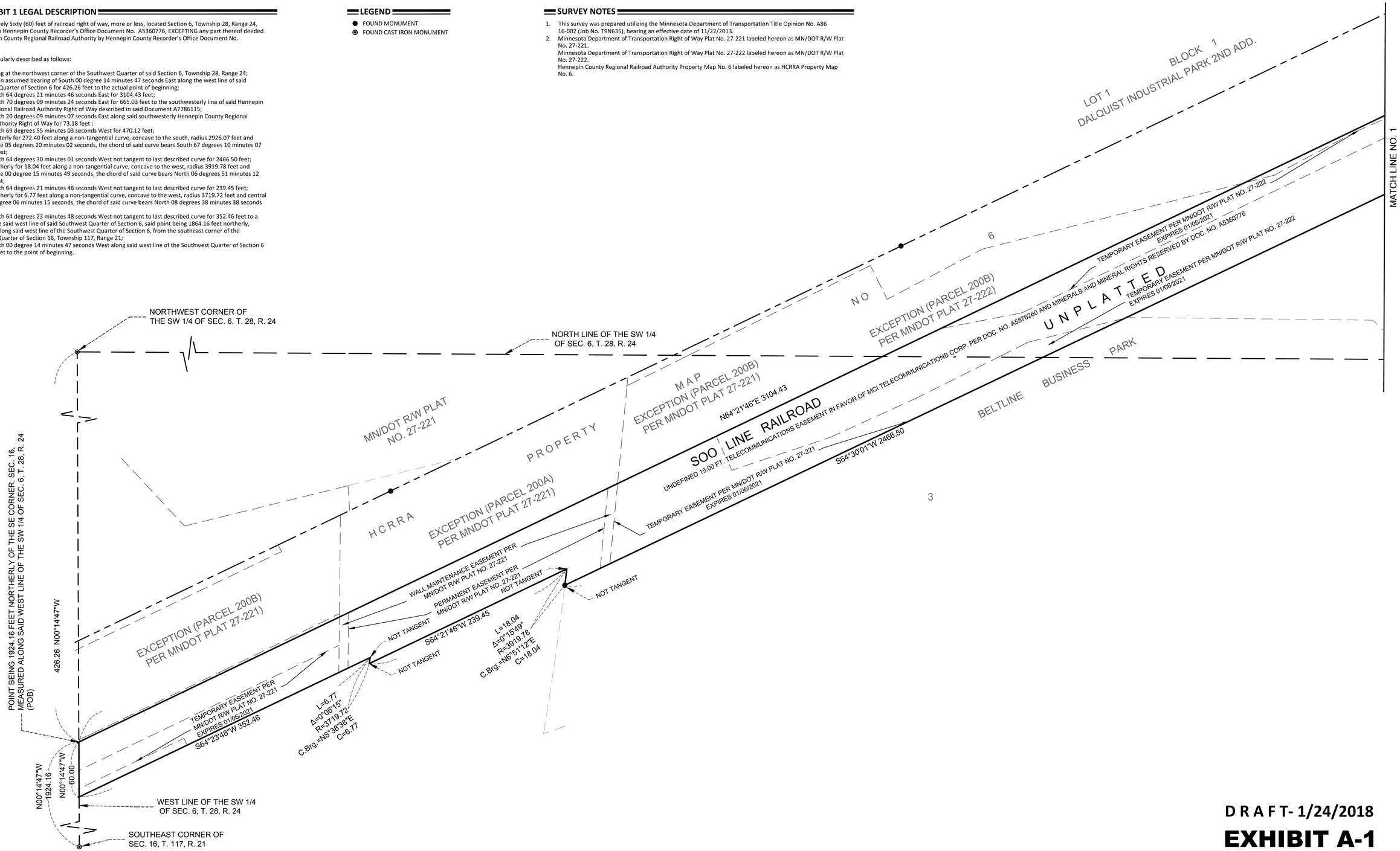
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 1 OF 3

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan. 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

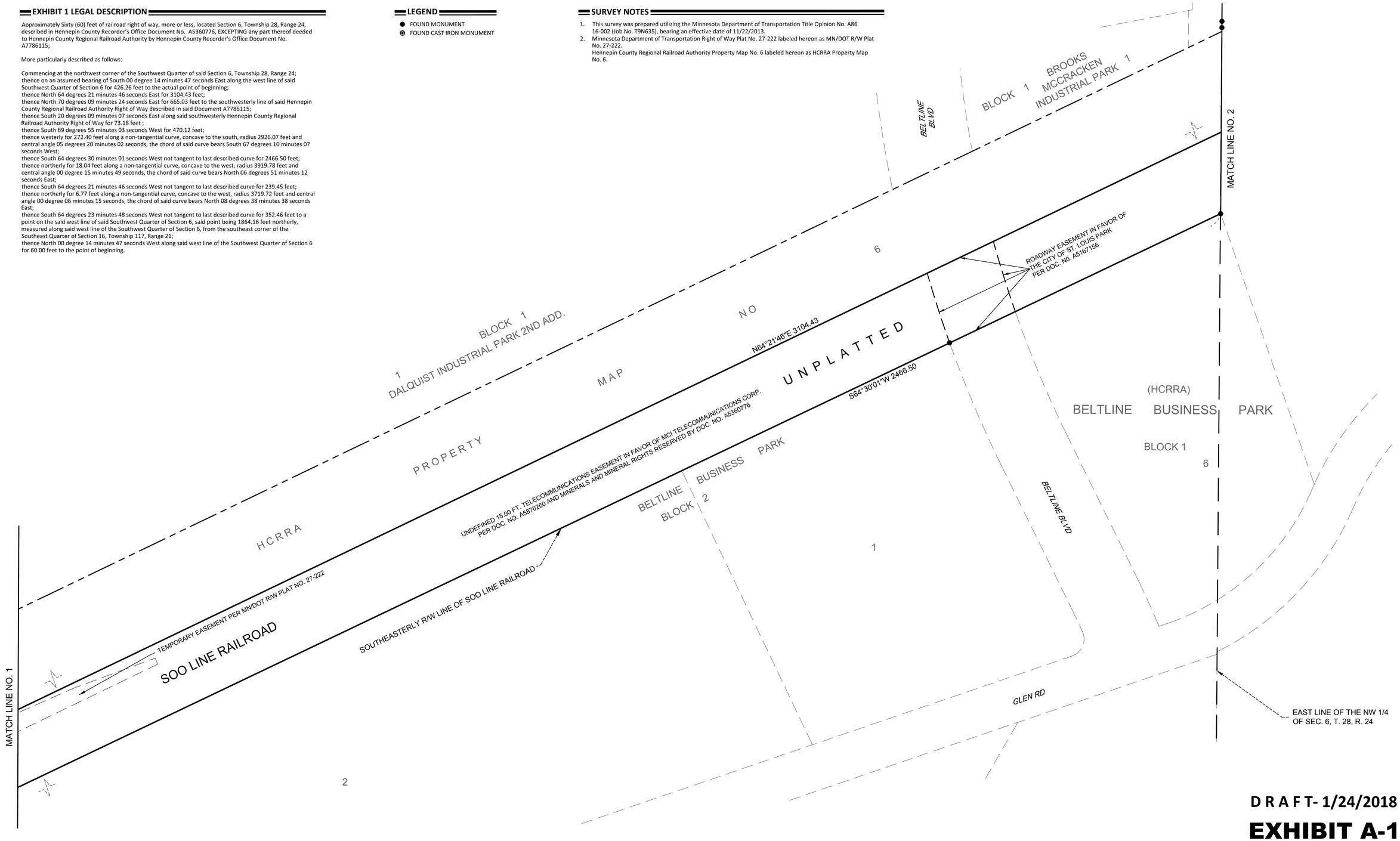
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24; thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
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thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-222 labeled hereon as MN/DOT R/W Plat No. 27-222.
   Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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SHEET 2 OF 3

Jan, 24 2018 03:12 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX1_06-028-24\06-028-24-EXHBT.dwg By: dleimbach

EXHIBIT 1 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 6, Township 28, Range 24, described in Hennepin County Recorder's Office Document No. A5360776, EXCEPTING any part thereof deeded to Hennepin County Regional Railroad Authority by Hennepin County Recorder's Office Document No. A7786115;

More particularly described as follows:

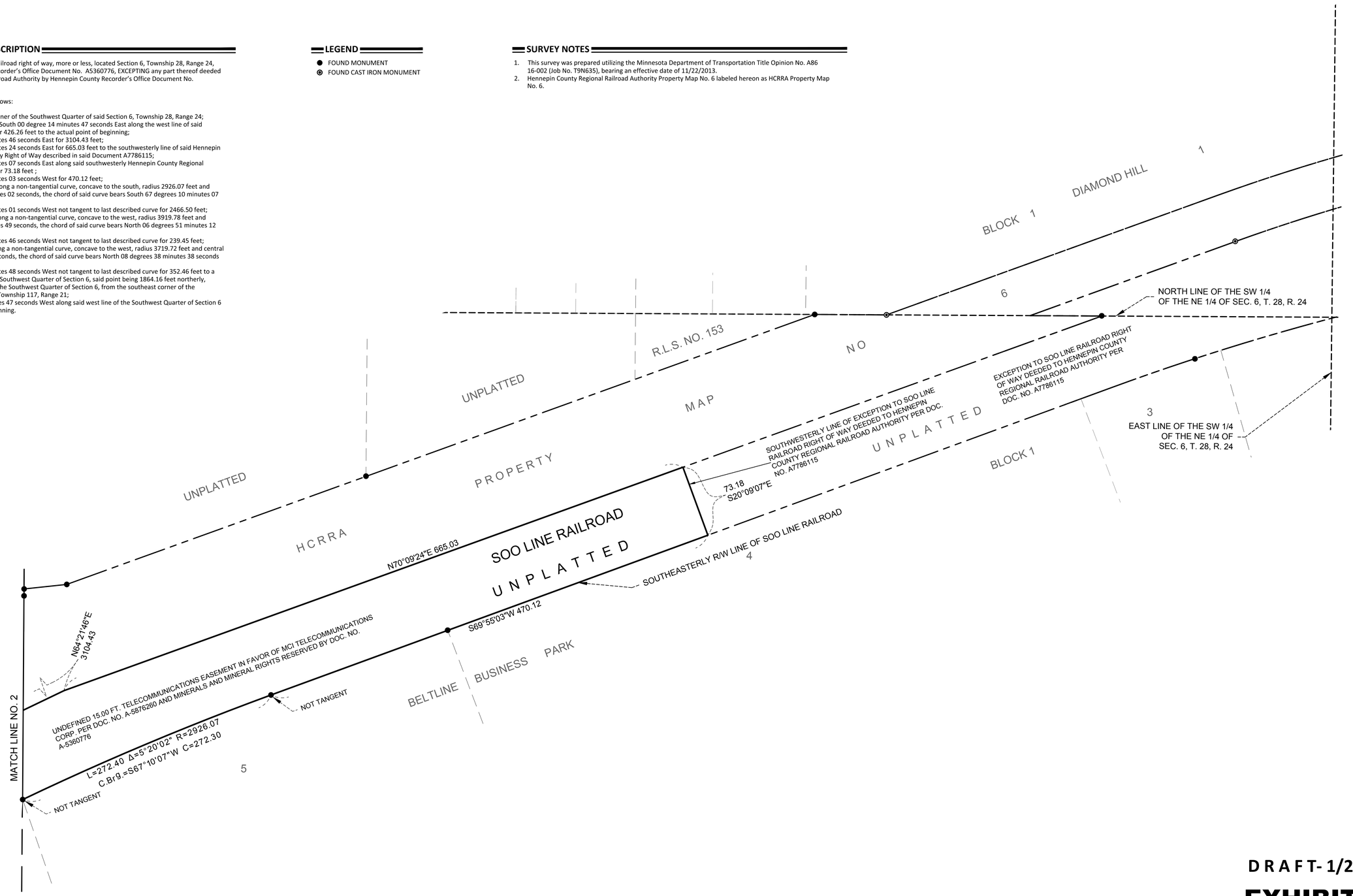
Commencing at the northwest corner of the Southwest Quarter of said Section 6, Township 28, Range 24;
thence on an assumed bearing of South 00 degree 14 minutes 47 seconds East along the west line of said Southwest Quarter of Section 6 for 426.26 feet to the actual point of beginning;
thence North 64 degrees 21 minutes 46 seconds East for 3104.43 feet;
thence North 70 degrees 09 minutes 24 seconds East for 665.03 feet to the southwesterly line of said Hennepin County Regional Railroad Authority Right of Way described in said Document A7786115;
thence South 20 degrees 09 minutes 07 seconds East along said southwesterly Hennepin County Regional Railroad Authority Right of Way for 73.18 feet ;
thence South 69 degrees 55 minutes 03 seconds West for 470.12 feet;
thence westerly for 272.40 feet along a non-tangential curve, concave to the south, radius 2926.07 feet and central angle 05 degrees 20 minutes 02 seconds, the chord of said curve bears South 67 degrees 10 minutes 07 seconds West;
thence South 64 degrees 30 minutes 01 seconds West not tangent to last described curve for 2466.50 feet;
thence northerly for 18.04 feet along a non-tangential curve, concave to the west, radius 3919.78 feet and central angle 00 degree 15 minutes 49 seconds, the chord of said curve bears North 06 degrees 51 minutes 12 seconds East;
thence South 64 degrees 21 minutes 46 seconds West not tangent to last described curve for 239.45 feet;
thence northerly for 6.77 feet along a non-tangential curve, concave to the west, radius 3719.72 feet and central angle 00 degree 06 minutes 15 seconds, the chord of said curve bears North 08 degrees 38 minutes 38 seconds East;
thence South 64 degrees 23 minutes 48 seconds West not tangent to last described curve for 352.46 feet to a point on the said west line of said Southwest Quarter of Section 6, said point being 1864.16 feet northerly, measured along said west line of the Southwest Quarter of Section 6, from the southeast corner of the Southeast Quarter of Section 16, Township 117, Range 21;
thence North 00 degree 14 minutes 47 seconds West along said west line of the Southwest Quarter of Section 6 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A86 16-002 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 6 labeled hereon as HCRRA Property Map No. 6.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	12/29/2017	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 1

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

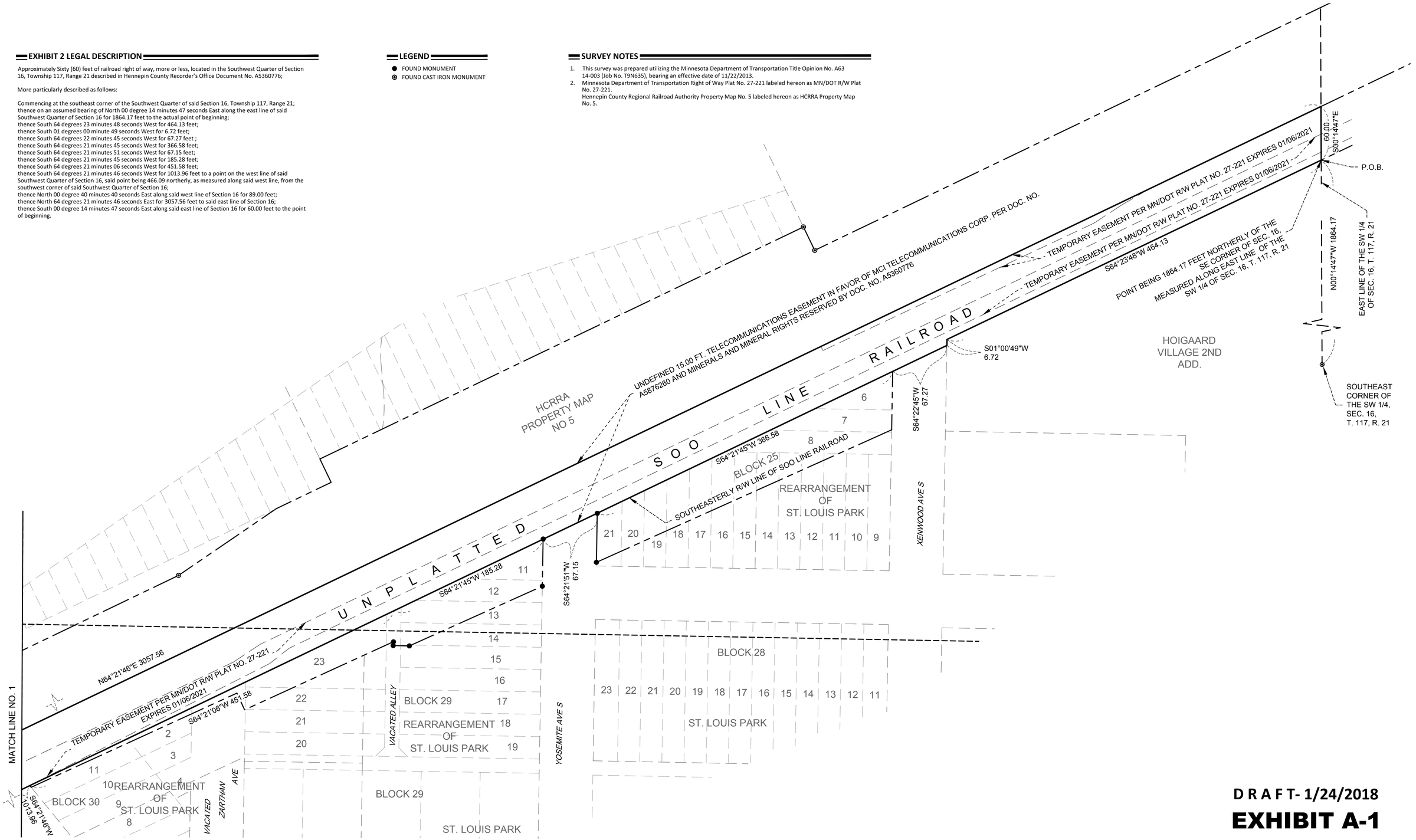
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21;
thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Minnesota Department of Transportation Right of Way Plat No. 27-221 labeled hereon as MN/DOT R/W Plat No. 27-221.
   Hennepin County Regional Railroad Authority Property Map No. 5 labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

SHEET 1 OF 2

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located in the Southwest Quarter of Section 16, Township 117, Range 21 described in Hennepin County Recorder's Office Document No. A5360776;

More particularly described as follows:

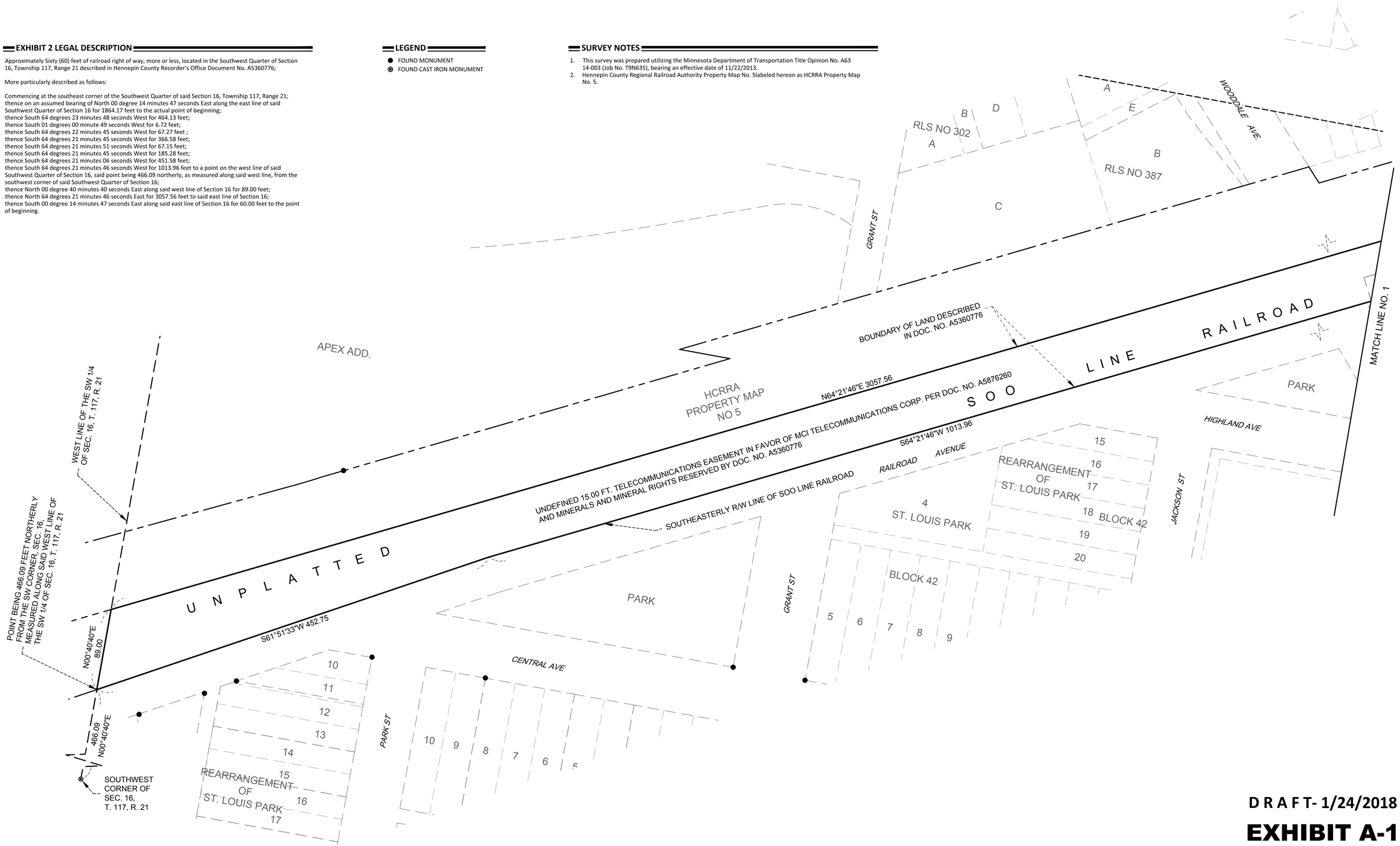
Commencing at the southeast corner of the Southwest Quarter of said Section 16, Township 117, Range 21; thence on an assumed bearing of North 00 degree 14 minutes 47 seconds East along the east line of said Southwest Quarter of Section 16 for 1864.17 feet to the actual point of beginning;
thence South 64 degrees 23 minutes 48 seconds West for 464.13 feet;
thence South 01 degrees 00 minute 49 seconds West for 6.72 feet;
thence South 64 degrees 22 minutes 45 seconds West for 67.27 feet ;
thence South 64 degrees 21 minutes 45 seconds West for 366.58 feet;
thence South 64 degrees 21 minutes 51 seconds West for 67.15 feet;
thence South 64 degrees 21 minutes 45 seconds West for 185.28 feet;
thence South 64 degrees 21 minutes 06 seconds West for 451.58 feet;
thence South 64 degrees 21 minutes 46 seconds West for 1013.96 feet to a point on the west line of said Southwest Quarter of Section 16, said point being 466.09 northerly, as measured along said west line, from the southwest corner of said Southwest Quarter of Section 16;
thence North 00 degree 40 minutes 40 seconds East along said west line of Section 16 for 89.00 feet;
thence North 64 degrees 21 minutes 46 seconds East for 3057.56 feet to said east line of Section 16;
thence South 00 degree 14 minutes 47 seconds East along said east line of Section 16 for 60.00 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A63 14-003 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 5labeled hereon as HCRRA Property Map No. 5.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 2

NORTH
0 25 50 100

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

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SHEET 2 OF 2

Jan. 24 2018 03:37 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX2_16-117-21\16-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

More particularly described as follows:

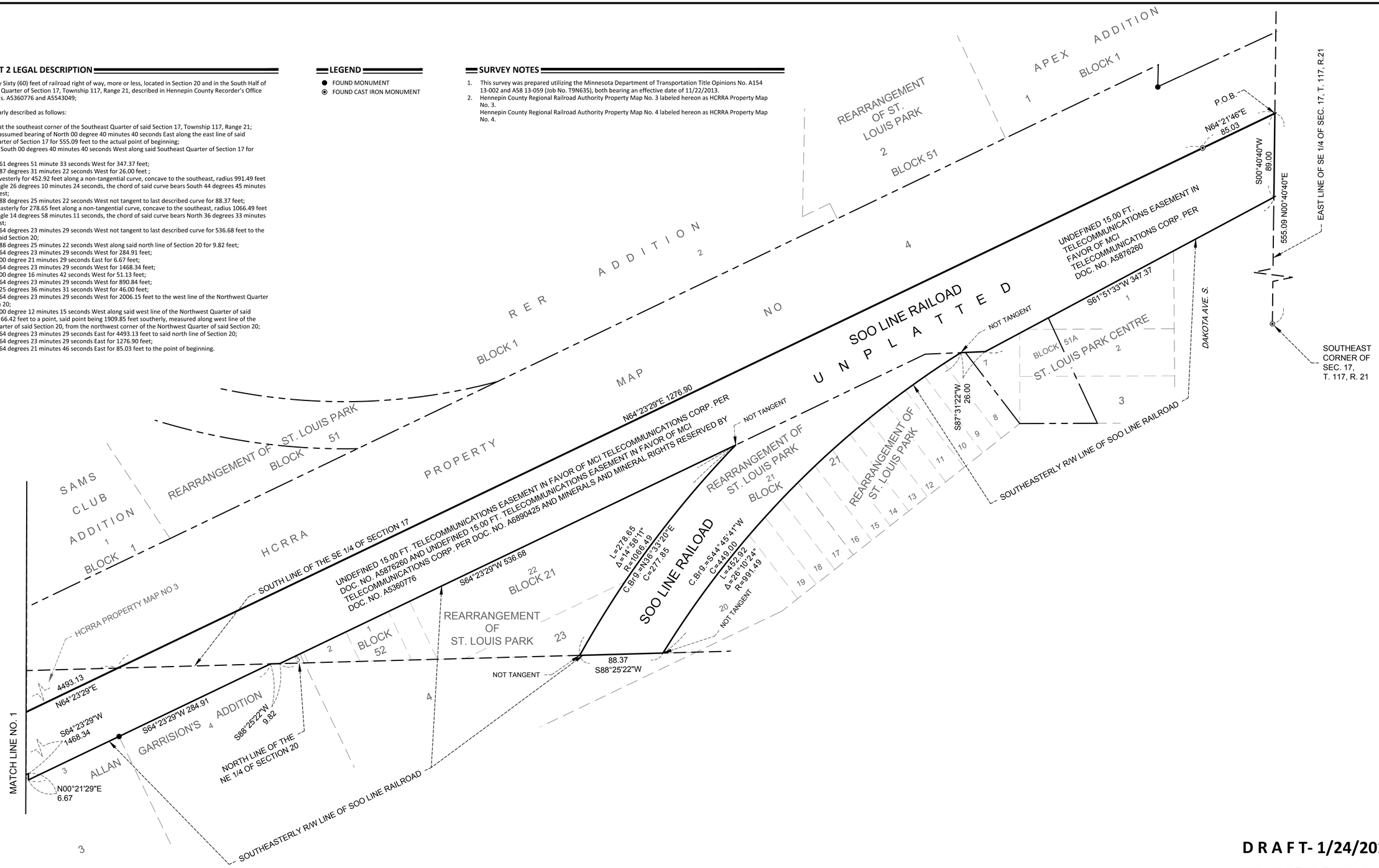
Commencing at the southeast corner of the Southeast Quarter of said Section 17, Township 117, Range 21; thence on an assumed bearing of North 00 degree 40 minutes 40 seconds East along the east line of said Southeast Quarter of Section 17 for 555.09 feet to the actual point of beginning;
thence return South 00 degrees 40 minutes 40 seconds West along said Southeast Quarter of Section 17 for 89.00 feet;
thence South 61 degrees 51 minute 33 seconds West for 347.37 feet;
thence South 87 degrees 31 minutes 22 seconds West for 26.00 feet ;
thence southwesterly for 452.92 feet along a non-tangential curve, concave to the southeast, radius 991.49 feet and central angle 26 degrees 10 minutes 24 seconds, the chord of said curve bears South 44 degrees 45 minutes 41 seconds West;
thence South 88 degrees 25 minutes 22 seconds West not tangent to last described curve for 88.37 feet;
thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
thence South 64 degrees 23 minutes 29 seconds West not tangent to last described curve for 536.68 feet to the north line of said Section 20;
thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
thence South 64 degrees 23 minutes 29 seconds West for 890.84 feet;
thence North 25 degrees 36 minutes 31 seconds West for 46.00 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2006.15 feet to the west line of the Northwest Quarter of said Section 20;
thence North 00 degree 12 minutes 15 seconds West along said west line of the Northwest Quarter of said Section 20 for 66.42 feet to a point, said point being 1909.85 feet southerly, measured along west line of the Northwest Quarter of said Section 20, from the northwest corner of the Northwest Quarter of said Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 4493.13 feet to said north line of Section 20;
thence North 64 degrees 23 minutes 29 seconds East for 1276.90 feet;
thence North 64 degrees 21 minutes 46 seconds East for 85.03 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A154 13-002 and A58 13-059 (Job No. T9N635), both bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 3 labeled hereon as HCRRA Property Map No. 3.
   Hennepin County Regional Railroad Authority Property Map No. 4 labeled hereon as HCRRA Property Map No. 4.



D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 1 OF 4

Jan, 24 2018 03:48 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more 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. A5360776 and A5543049;

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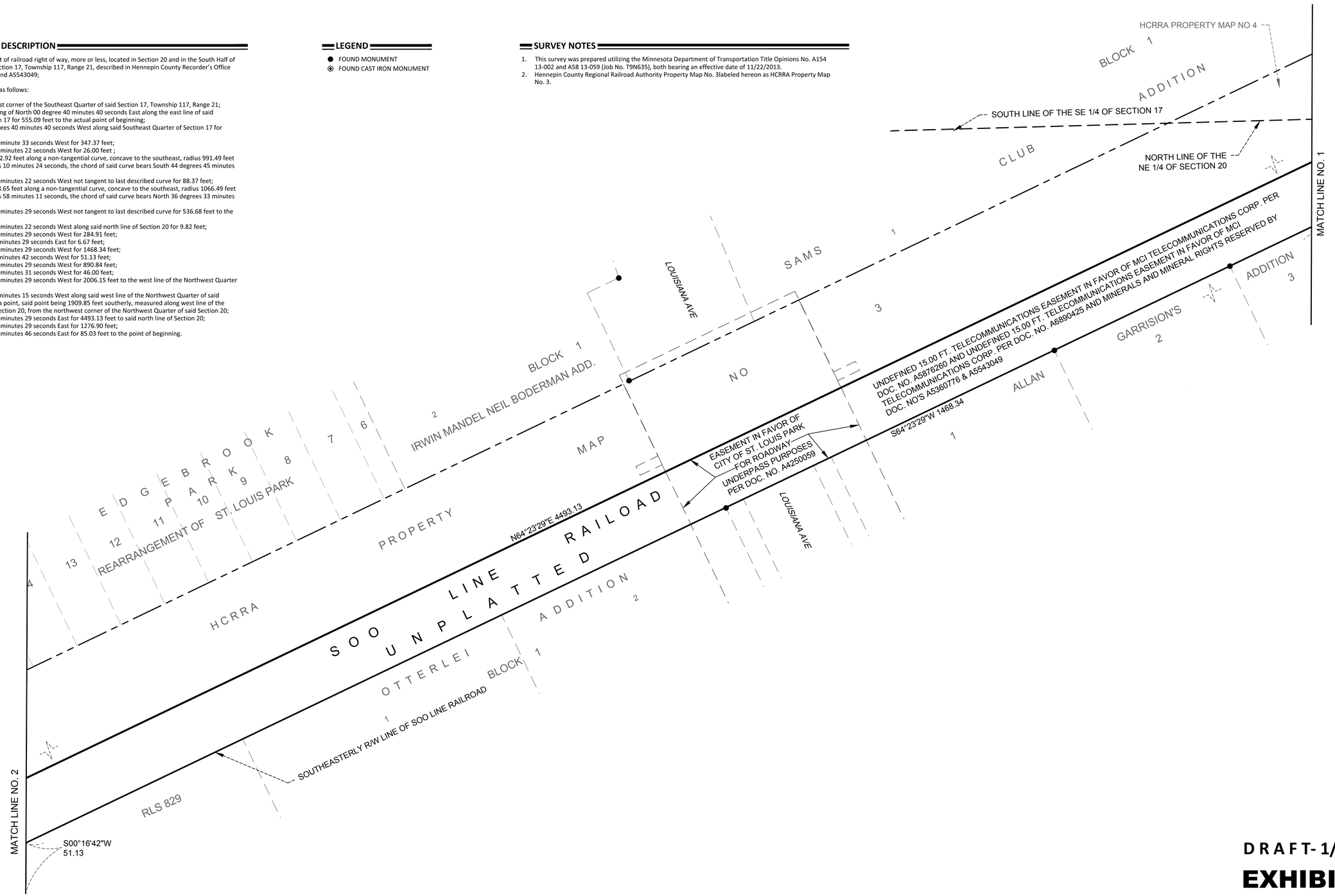
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thence northeasterly for 278.65 feet along a non-tangential curve, concave to the southeast, radius 1066.49 feet and central angle 14 degrees 58 minutes 11 seconds, the chord of said curve bears North 36 degrees 33 minutes 20 seconds East;
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thence South 88 degrees 25 minutes 22 seconds West along said north line of Section 20 for 9.82 feet;
thence South 64 degrees 23 minutes 29 seconds West for 284.91 feet;
thence North 00 degree 21 minutes 29 seconds East for 6.67 feet;
thence South 64 degrees 23 minutes 29 seconds West for 1468.34 feet;
thence South 00 degree 16 minutes 42 seconds West for 51.13 feet;
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DRAFT- 1/24/2018

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CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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AECOM

Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

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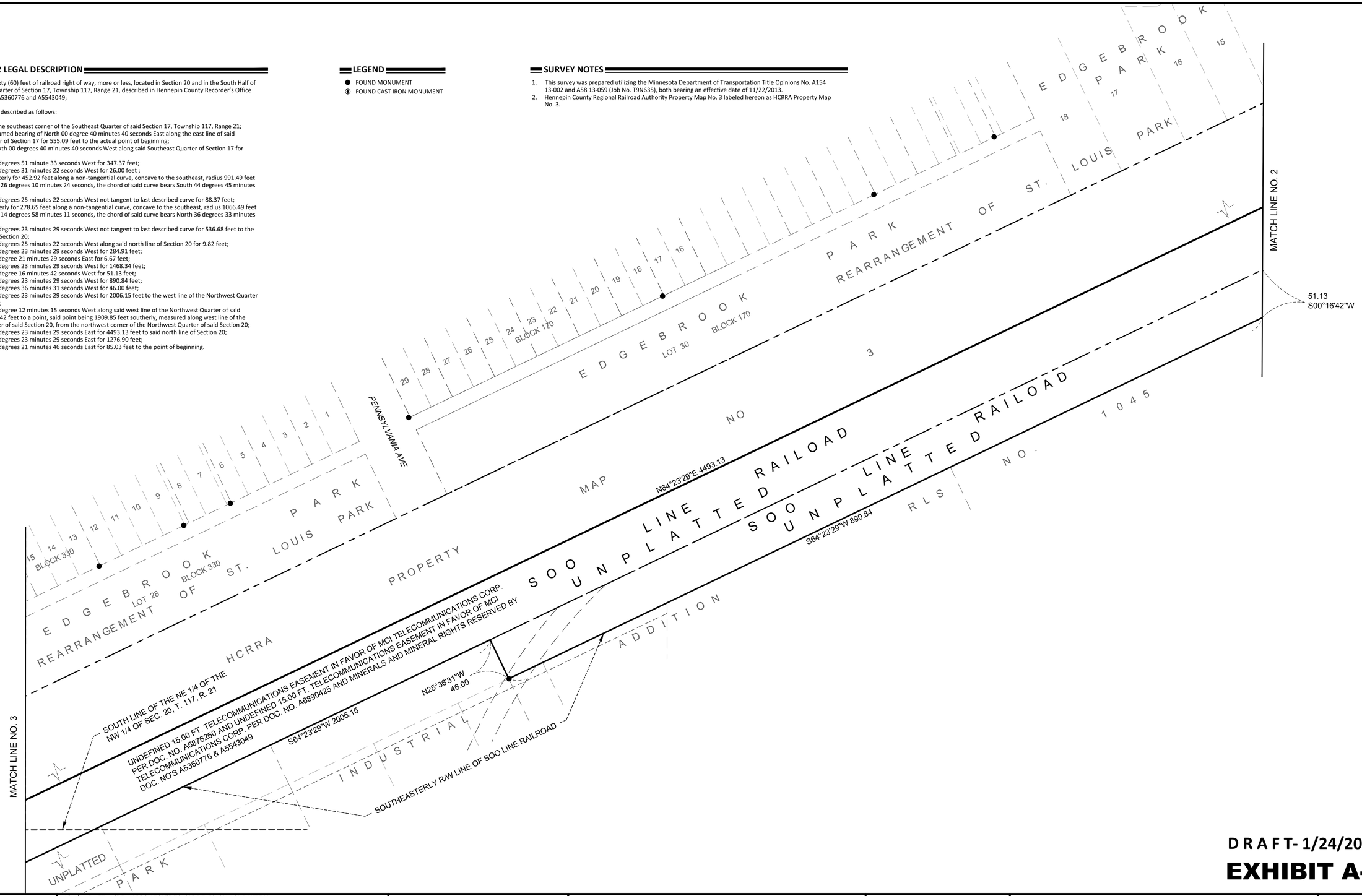
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DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

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PARCEL EXHIBIT 3

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 4

Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

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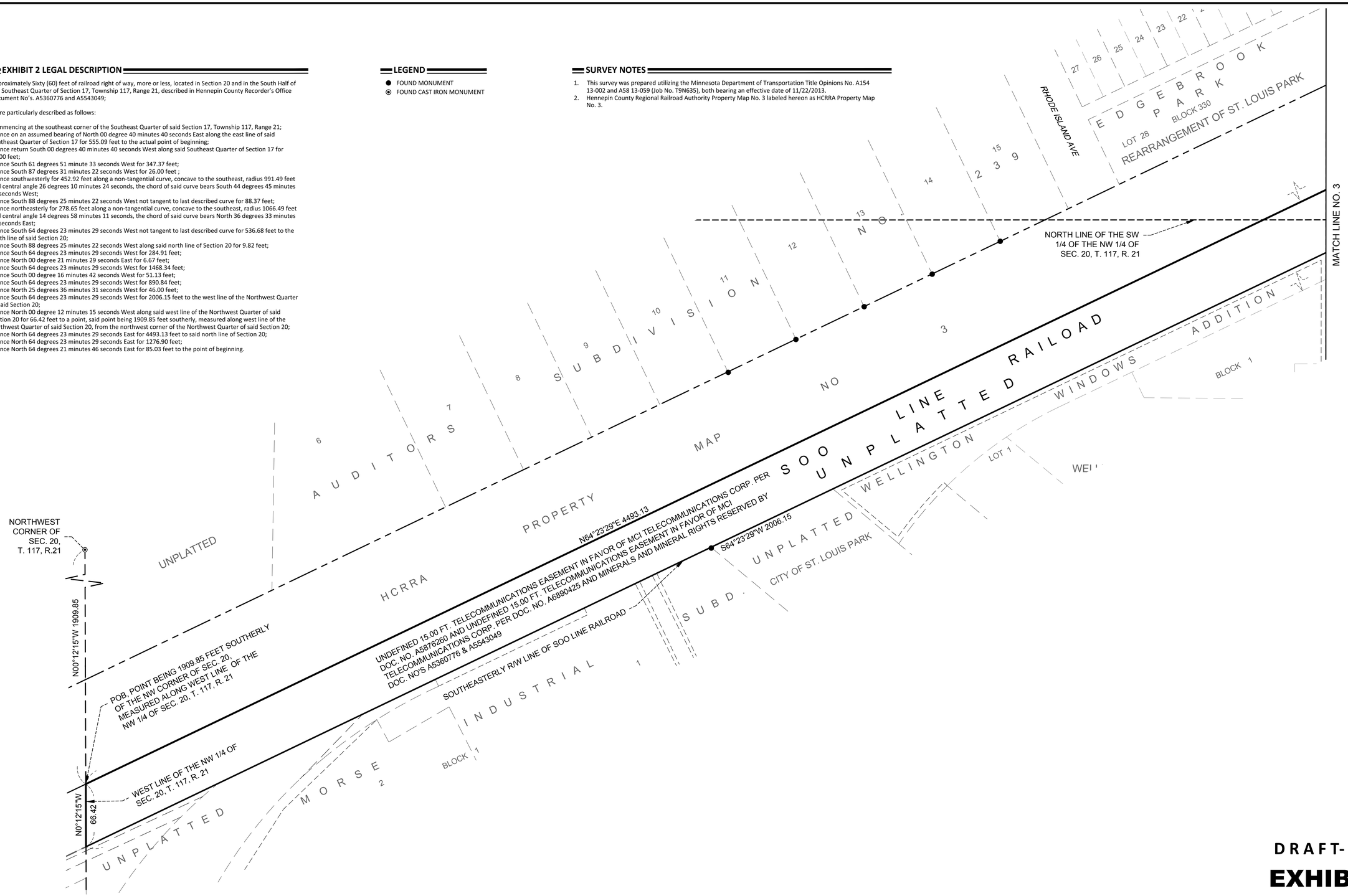
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DRAFT- 1/24/2018

EXHIBIT A-1

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 3

NORTH
0 25 50 100

SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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Jan, 24 2018 03:49 pm L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX3_17-20-117-21\17-20-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

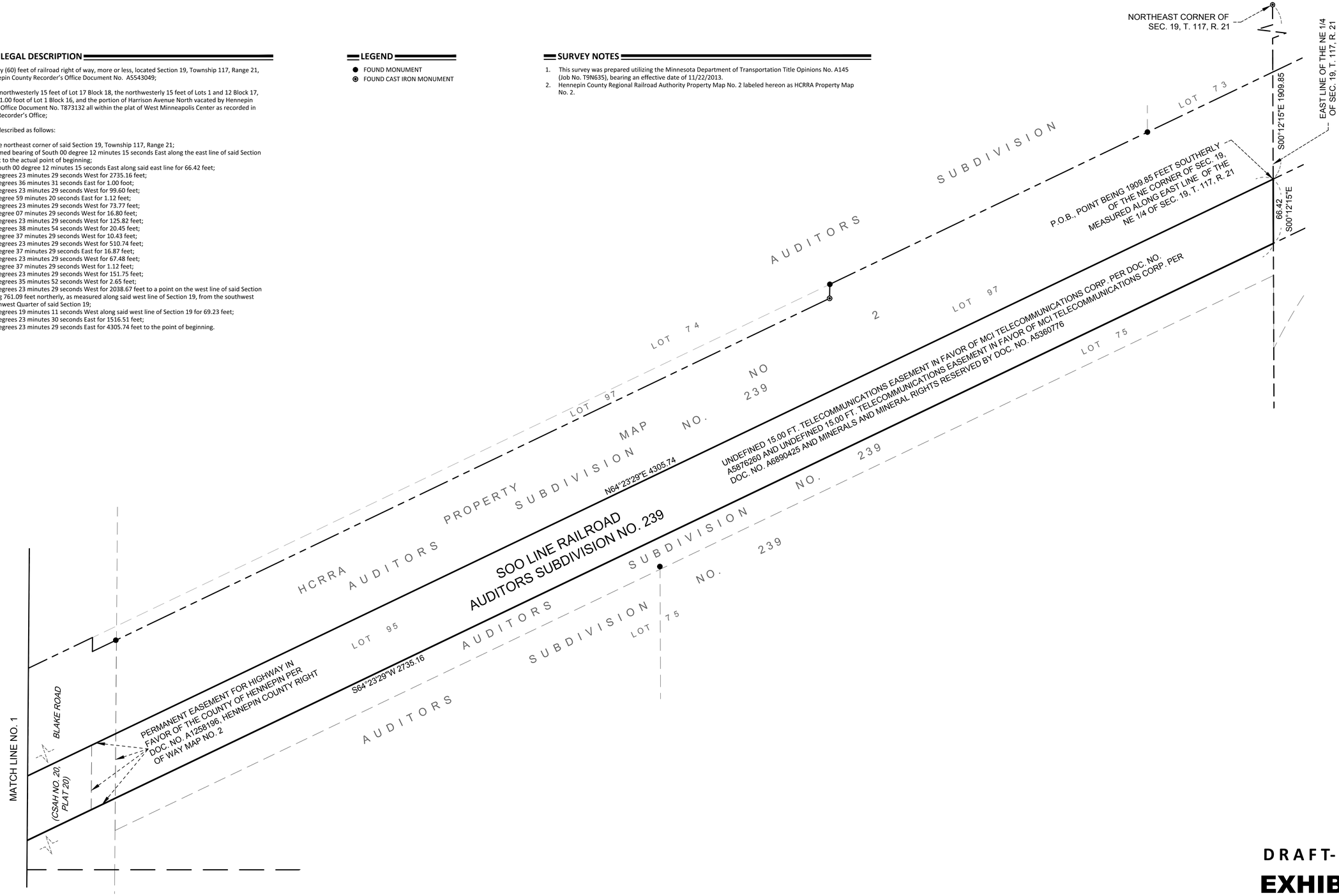
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental
AECOM

Jan, 29 2018 09:48 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

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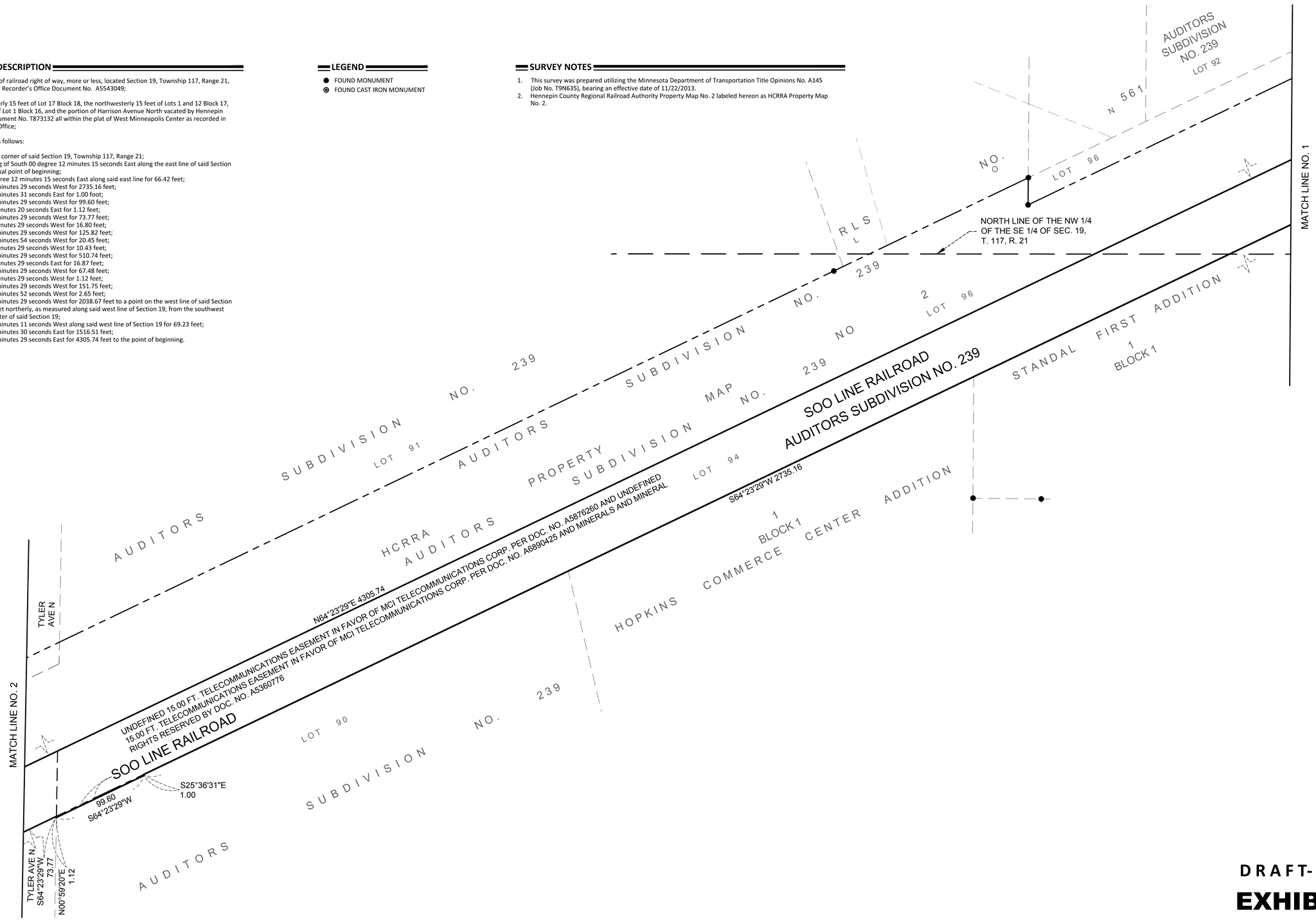
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DRAFT- 1/29/2018

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NORTH
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SHEET 2 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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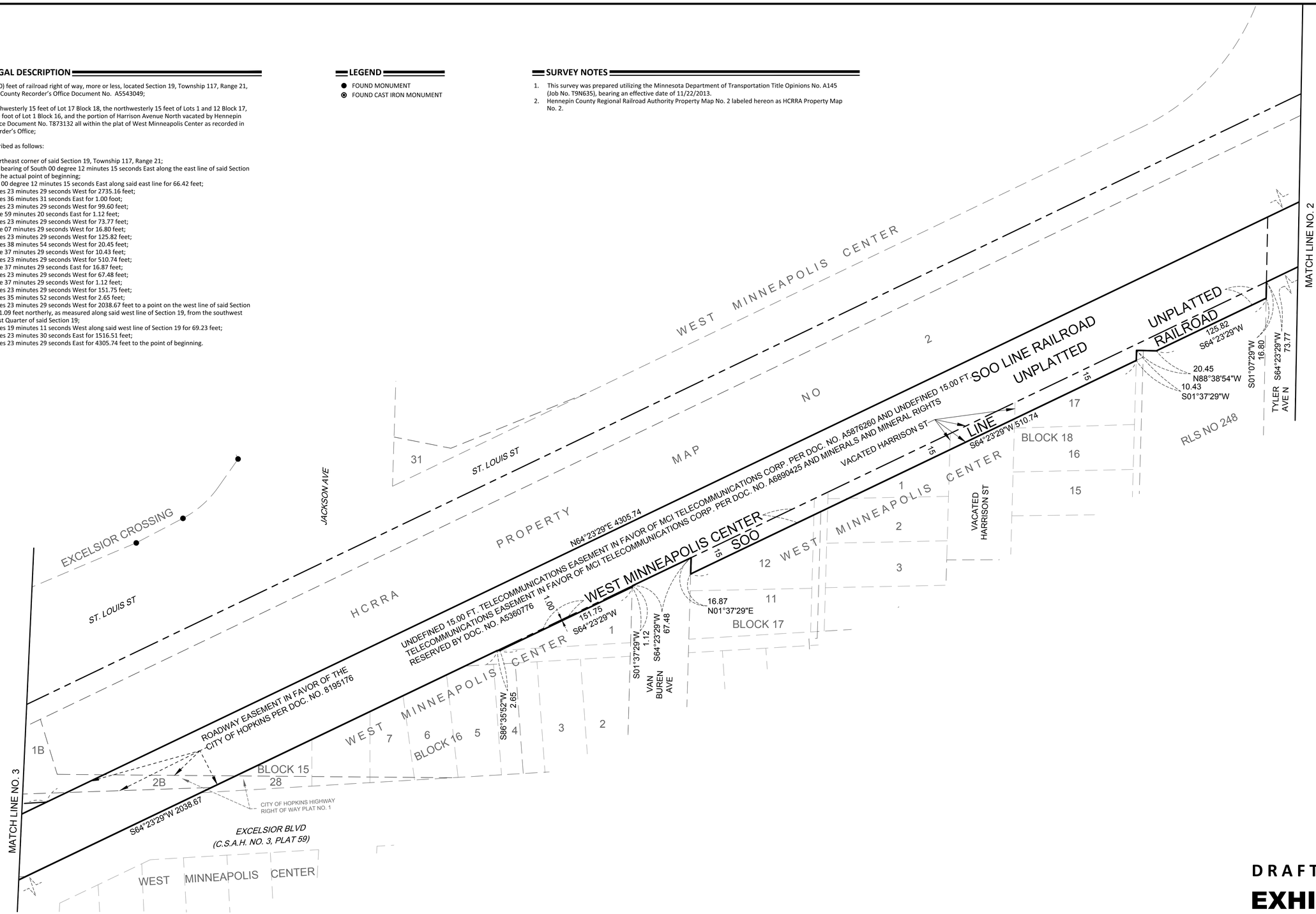
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NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 4

Jan, 29 2018 09:56 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

Approximately Sixty (60) feet of railroad right of way, more or less, located Section 19, Township 117, Range 21, described in Hennepin County Recorder's Office Document No. A5543049;

Together with the northwesterly 15 feet of Lot 17 Block 18, the northwesterly 15 feet of Lots 1 and 12 Block 17, the northwesterly 1.00 foot of Lot 1 Block 16, and the portion of Harrison Avenue North vacated by Hennepin County Recorder's Office Document No. T873132 all within the plat of West Minneapolis Center as recorded in Hennepin County Recorder's Office;

More particularly described as follows:

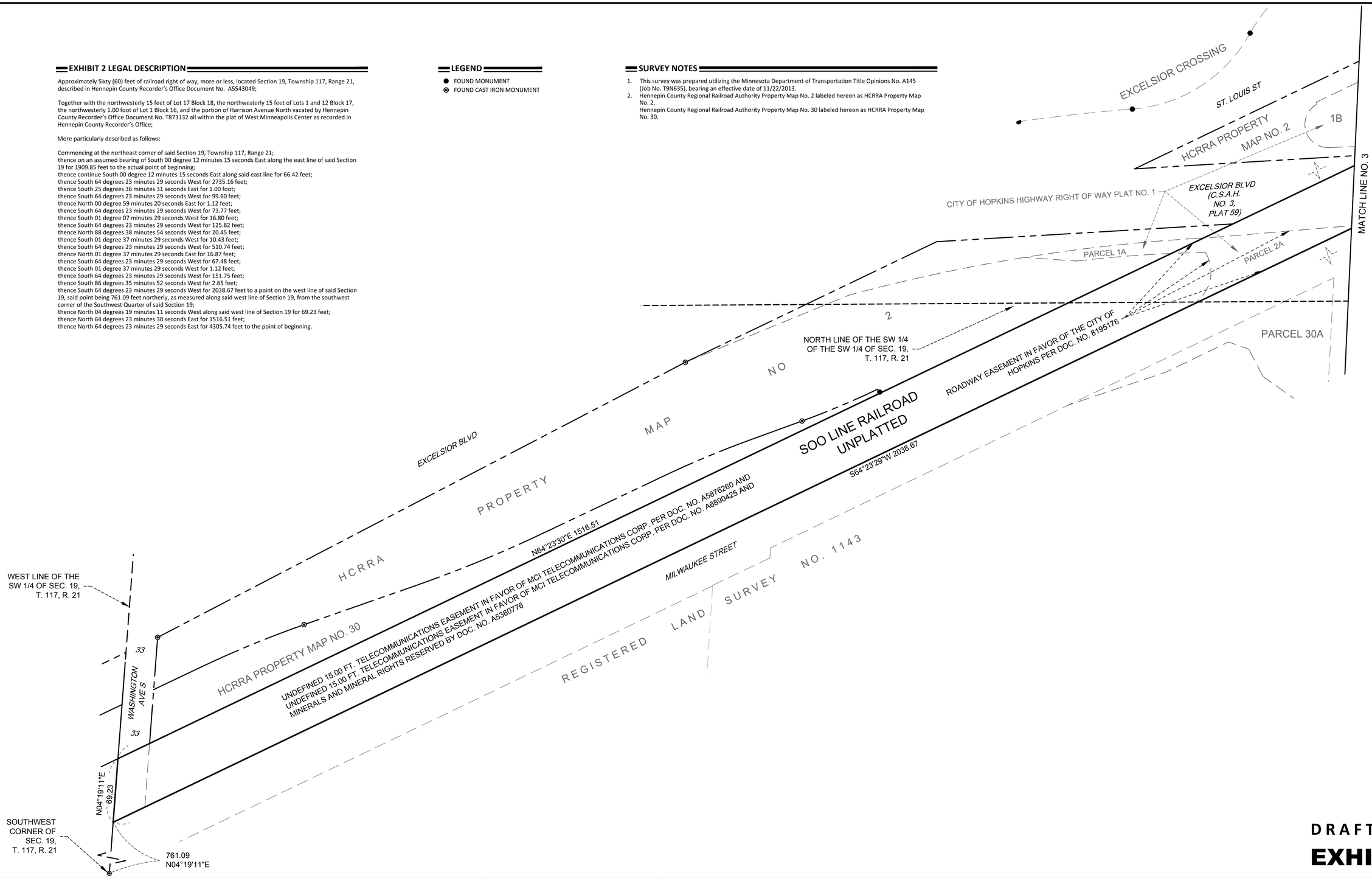
Commencing at the northeast corner of said Section 19, Township 117, Range 21;
thence on an assumed bearing of South 00 degree 12 minutes 15 seconds East along the east line of said Section 19 for 1909.85 feet to the actual point of beginning;
thence continue South 00 degree 12 minutes 15 seconds East along said east line for 66.42 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2735.16 feet;
thence South 25 degrees 36 minutes 31 seconds East for 1.00 foot;
thence South 64 degrees 23 minutes 29 seconds West for 99.60 feet;
thence North 00 degree 59 minutes 20 seconds East for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 73.77 feet;
thence South 01 degree 07 minutes 29 seconds West for 16.80 feet;
thence South 64 degrees 23 minutes 29 seconds West for 125.82 feet;
thence North 88 degrees 38 minutes 54 seconds West for 20.45 feet;
thence South 01 degree 37 minutes 29 seconds West for 10.43 feet;
thence South 64 degrees 23 minutes 29 seconds West for 510.74 feet;
thence North 01 degree 37 minutes 29 seconds East for 16.87 feet;
thence South 64 degrees 23 minutes 29 seconds West for 67.48 feet;
thence South 01 degree 37 minutes 29 seconds West for 1.12 feet;
thence South 64 degrees 23 minutes 29 seconds West for 151.75 feet;
thence South 86 degrees 35 minutes 52 seconds West for 2.65 feet;
thence South 64 degrees 23 minutes 29 seconds West for 2038.67 feet to a point on the west line of said Section 19, said point being 761.09 feet northerly, as measured along said west line of Section 19, from the southwest corner of the Southwest Quarter of said Section 19;
thence North 04 degrees 19 minutes 11 seconds West along said west line of Section 19 for 69.23 feet;
thence North 64 degrees 23 minutes 30 seconds East for 1516.51 feet;
thence North 64 degrees 23 minutes 29 seconds East for 4305.74 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinions No. A145 (Job No. T9N635), bearing an effective date of 11/22/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 2 labeled hereon as HCRRA Property Map No. 2.
   Hennepin County Regional Railroad Authority Property Map No. 30 labeled hereon as HCRRA Property Map No. 30.



DRAFT- 1/29/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 4

NORTH
0 25 50 100

SHEET 4 OF 4

Jan, 29 2018 10:09 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX4_19-117-21\19-117-21-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company right of way located in the South Half of the Southeast Quarter of Section 24, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

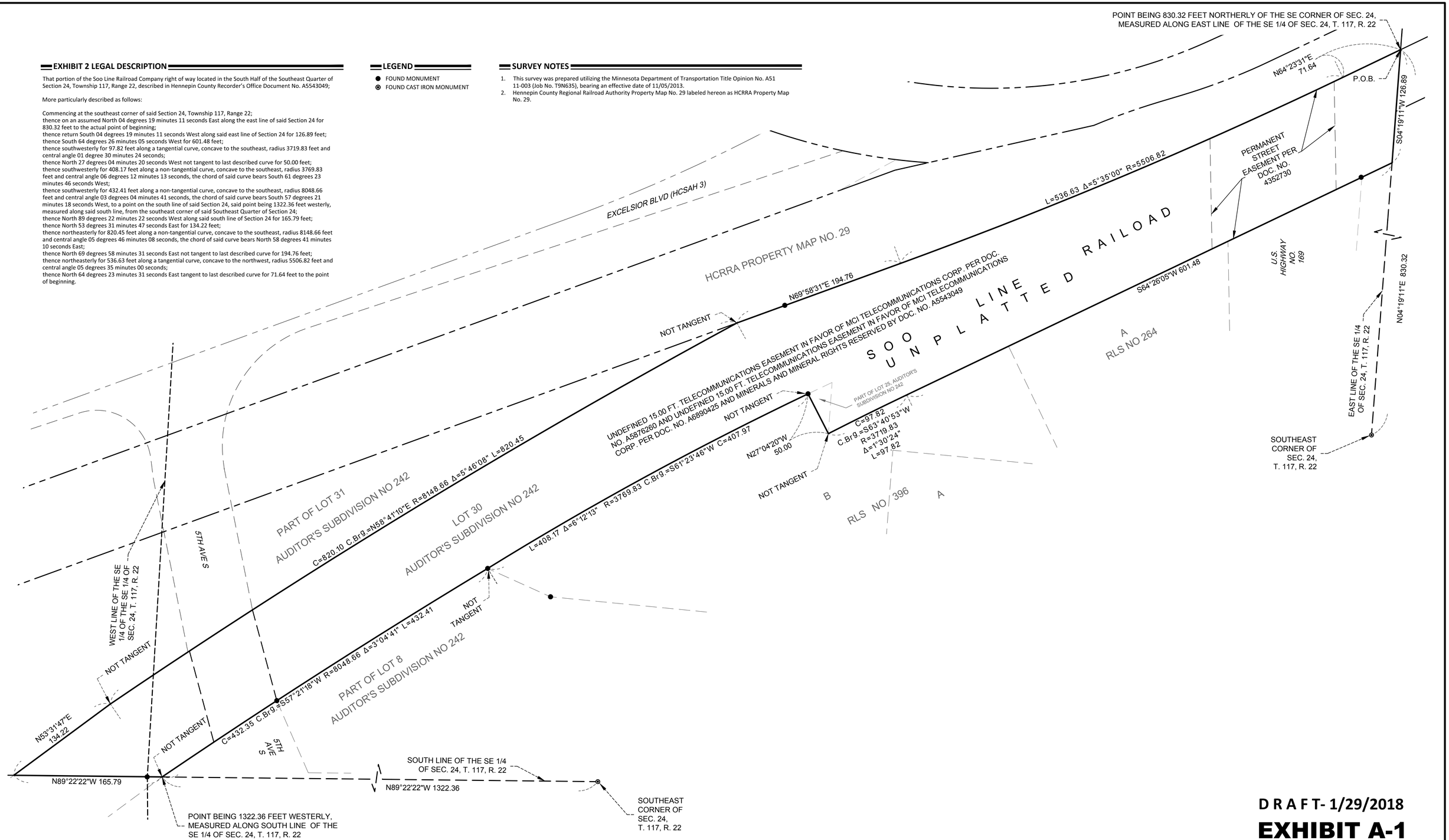
Commencing at the southeast corner of said Section 24, Township 117, Range 22;
thence on an assumed North 04 degrees 19 minutes 11 seconds East along the east line of said Section 24 for 830.32 feet to the actual point of beginning;
thence return South 04 degrees 19 minutes 11 seconds West along said east line of Section 24 for 126.89 feet;
thence South 64 degrees 26 minutes 05 seconds West for 601.48 feet;
thence southwesterly for 97.82 feet along a tangential curve, concave to the southeast, radius 3719.83 feet and central angle 01 degree 30 minutes 24 seconds;
thence North 27 degrees 04 minutes 20 seconds West not tangent to last described curve for 50.00 feet;
thence southwesterly for 408.17 feet along a non-tangential curve, concave to the southeast, radius 3769.83 feet and central angle 06 degrees 12 minutes 13 seconds, the chord of said curve bears South 61 degrees 23 minutes 46 seconds West;
thence southwesterly for 432.41 feet along a non-tangential curve, concave to the southeast, radius 8048.66 feet and central angle 03 degrees 04 minutes 41 seconds, the chord of said curve bears South 57 degrees 21 minutes 18 seconds West, to a point on the south line of said Section 24, said point being 1322.36 feet westerly, measured along said south line, from the southeast corner of said Southeast Quarter of Section 24;
thence North 89 degrees 22 minutes 22 seconds West along said south line of Section 24 for 165.79 feet;
thence North 53 degrees 31 minutes 47 seconds East for 134.22 feet;
thence northeasterly for 820.45 feet along a non-tangential curve, concave to the southeast, radius 8148.66 feet and central angle 05 degrees 46 minutes 08 seconds, the chord of said curve bears North 58 degrees 41 minutes 10 seconds East;
thence North 69 degrees 58 minutes 31 seconds East not tangent to last described curve for 194.76 feet;
thence northeasterly for 536.63 feet along a tangential curve, concave to the northwest, radius 5506.82 feet and central angle 05 degrees 35 minutes 00 seconds;
thence North 64 degrees 23 minutes 31 seconds East tangent to last described curve for 71.64 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A51 11-003 (Job No. T9N635), bearing an effective date of 11/05/2013.
2. Hennepin County Regional Railroad Authority Property Map No. 29 labeled hereon as HCRRA Property Map No. 29.



DRAFT- 1/29/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/23/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 5

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 1 OF 1

Jan, 29 2018 10:16 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX5_24-117-22\24-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

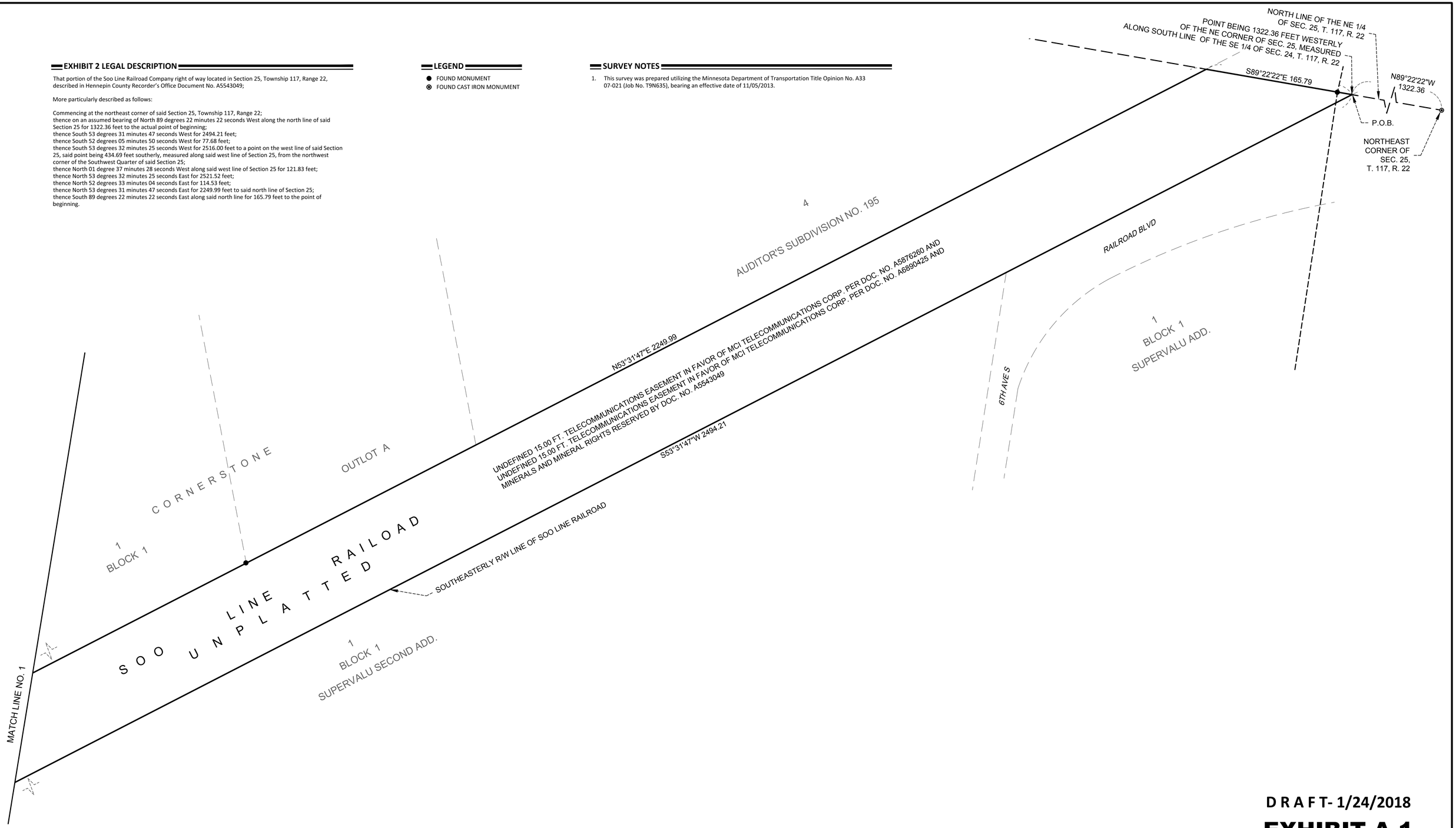
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22_EX6_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

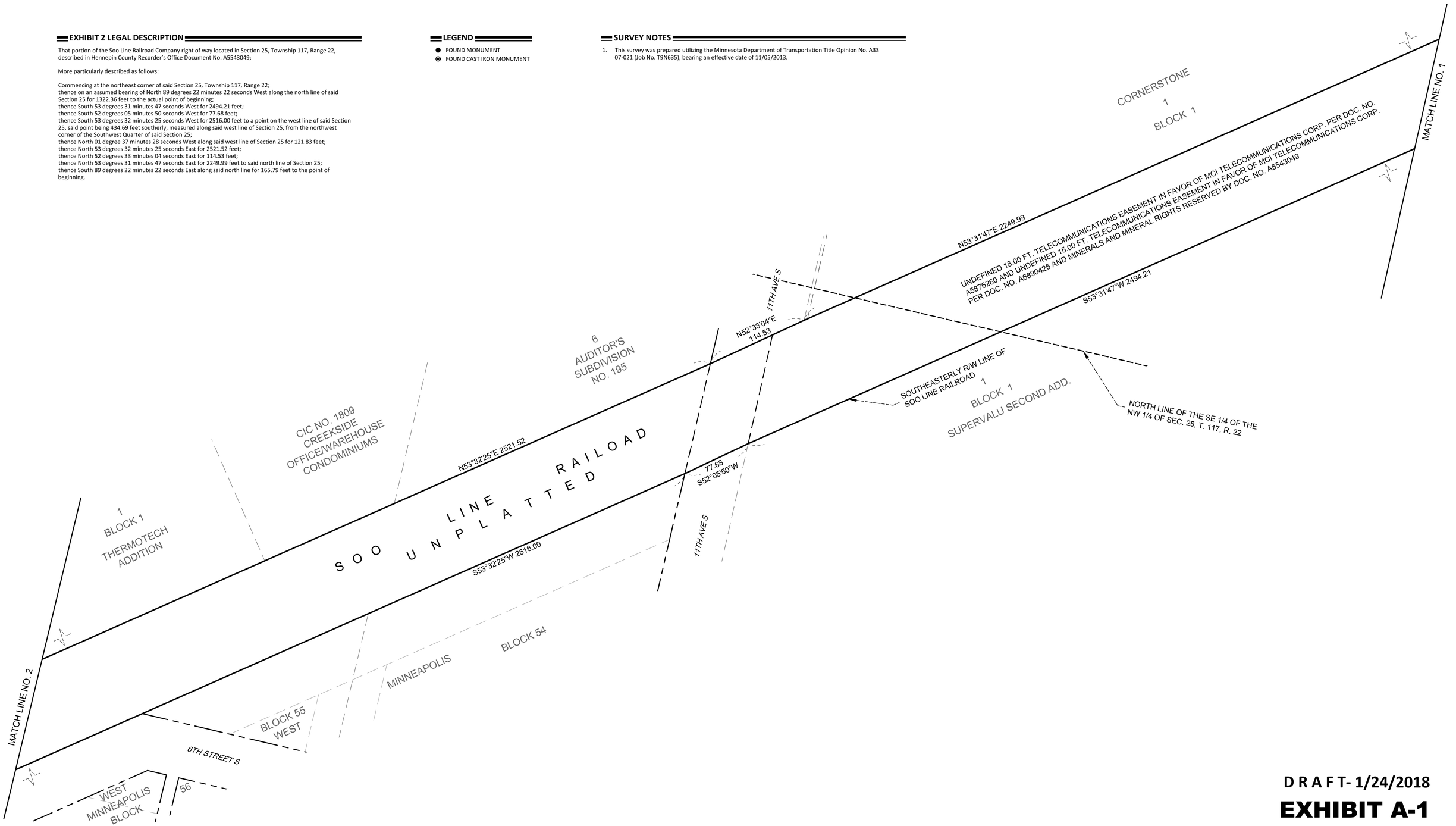
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan, 24 2018 07:30 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That 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. A5543049;

More particularly described as follows:

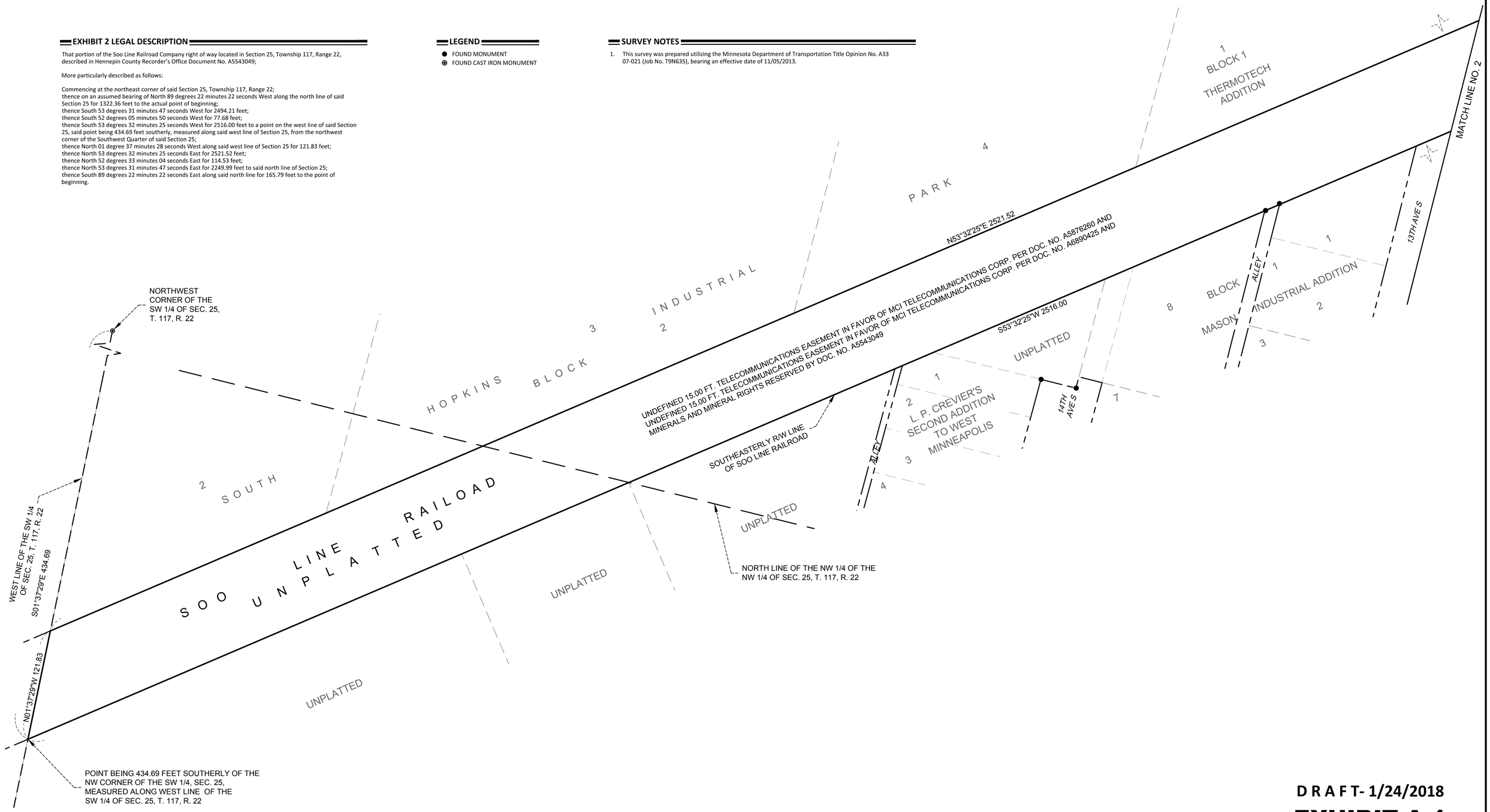
Commencing at the northeast corner of said Section 25, Township 117, Range 22;
thence on an assumed bearing of North 89 degrees 22 minutes 22 seconds West along the north line of said Section 25 for 1322.36 feet to the actual point of beginning;
thence South 53 degrees 31 minutes 47 seconds West for 2494.21 feet;
thence South 52 degrees 05 minutes 50 seconds West for 77.68 feet;
thence South 53 degrees 32 minutes 25 seconds West for 2516.00 feet to a point on the west line of said Section 25, said point being 434.69 feet southerly, measured along said west line of Section 25, from the northwest corner of the Southwest Quarter of said Section 25;
thence North 01 degree 37 minutes 28 seconds West along said west line of Section 25 for 121.83 feet;
thence North 53 degrees 32 minutes 25 seconds East for 2521.52 feet;
thence North 52 degrees 33 minutes 04 seconds East for 114.53 feet;
thence North 53 degrees 31 minutes 47 seconds East for 2249.99 feet to said north line of Section 25;
thence South 89 degrees 22 minutes 22 seconds East along said north line for 165.79 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A33 07-021 (Job No. T9N635), bearing an effective date of 11/05/2013.



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 6

NORTH
0 25 50 100

SHEET 3 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan. 24 2018 07:32 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX6_25-117-22\25-117-22-EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

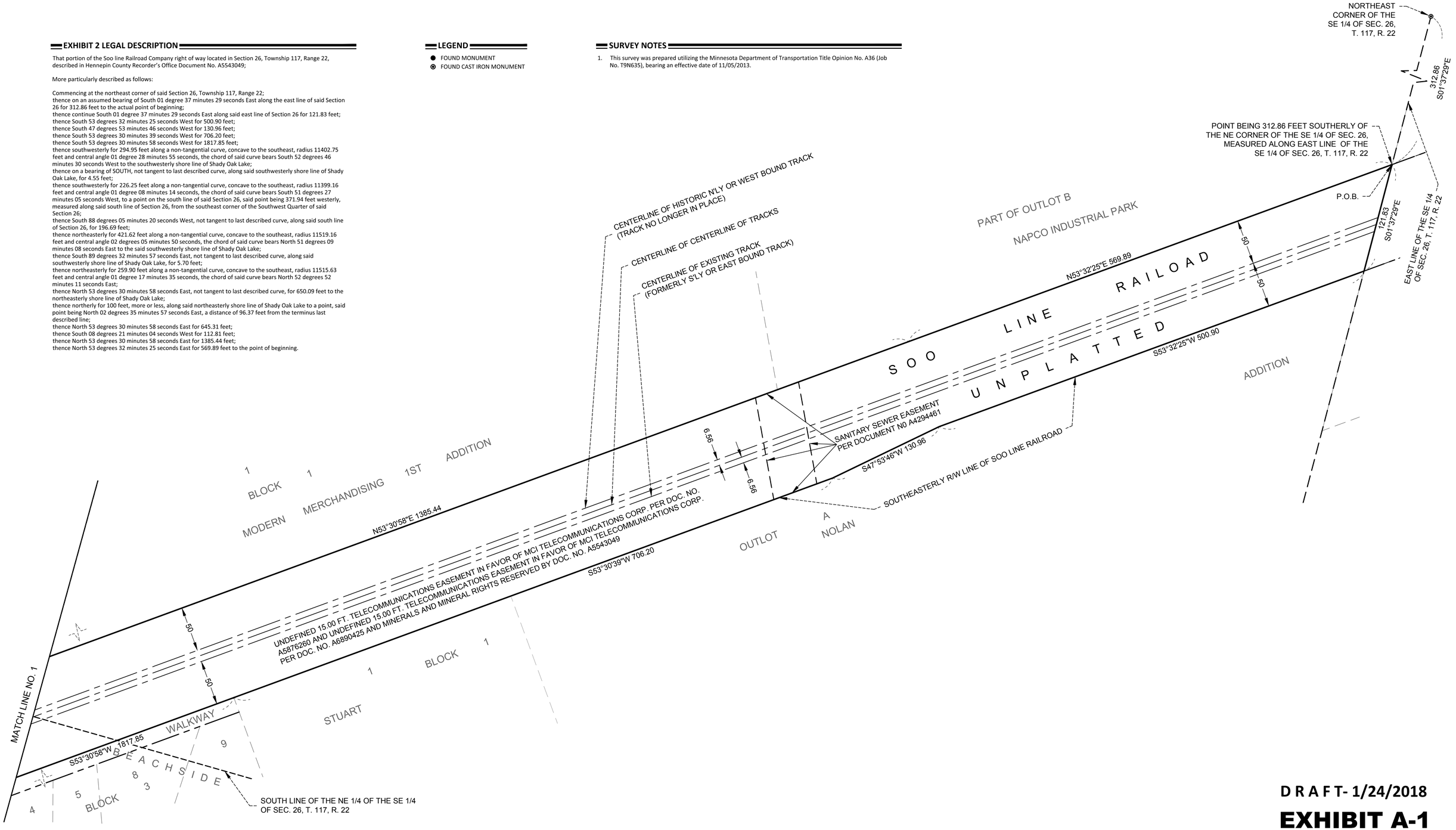
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SHEET 1 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

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Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22_EX7-EXHBT.dwg By: deimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

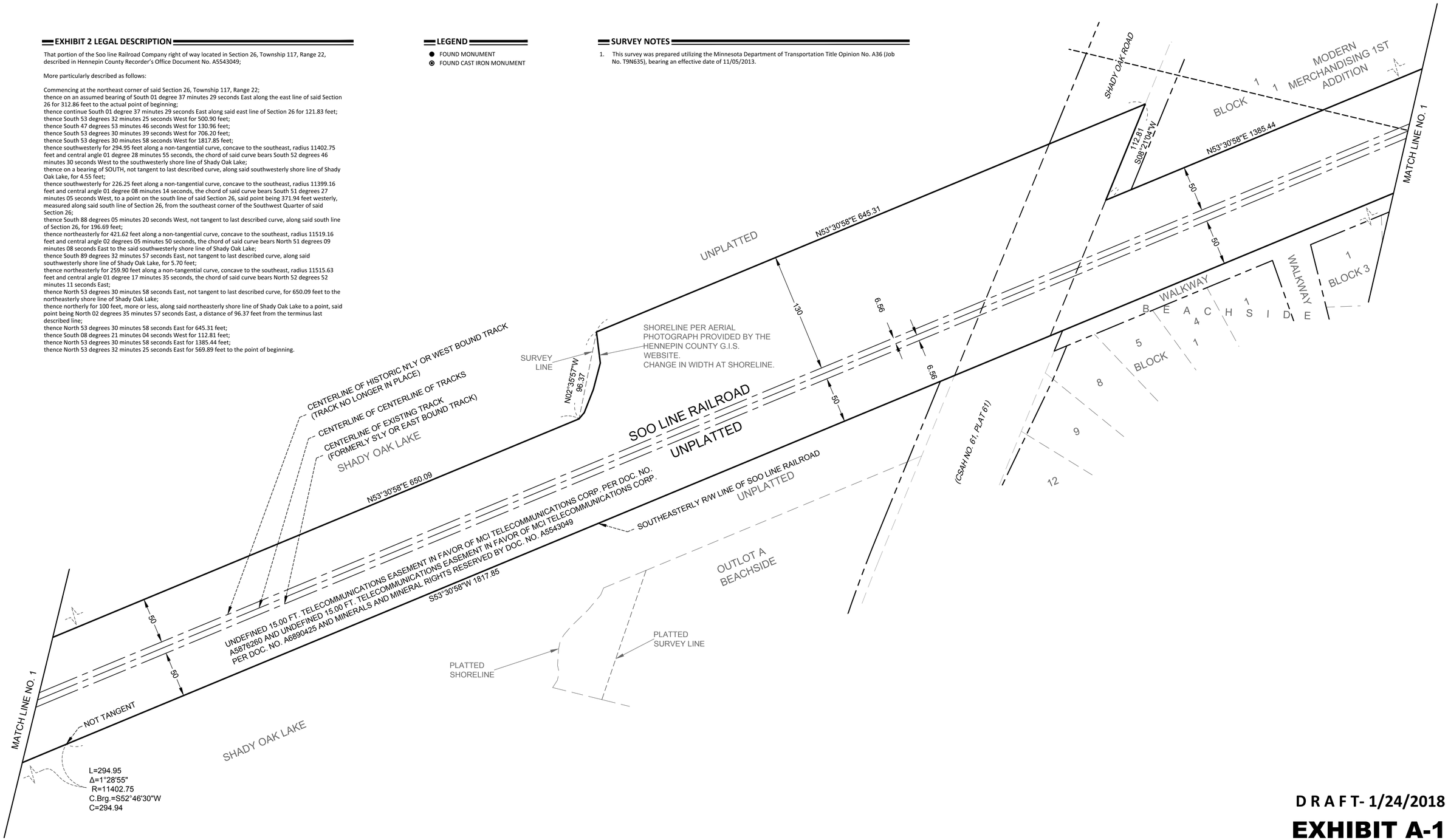
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHB

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo line Railroad Company right of way located in Section 26, Township 117, Range 22, described in Hennepin County Recorder's Office Document No. A5543049;

More particularly described as follows:

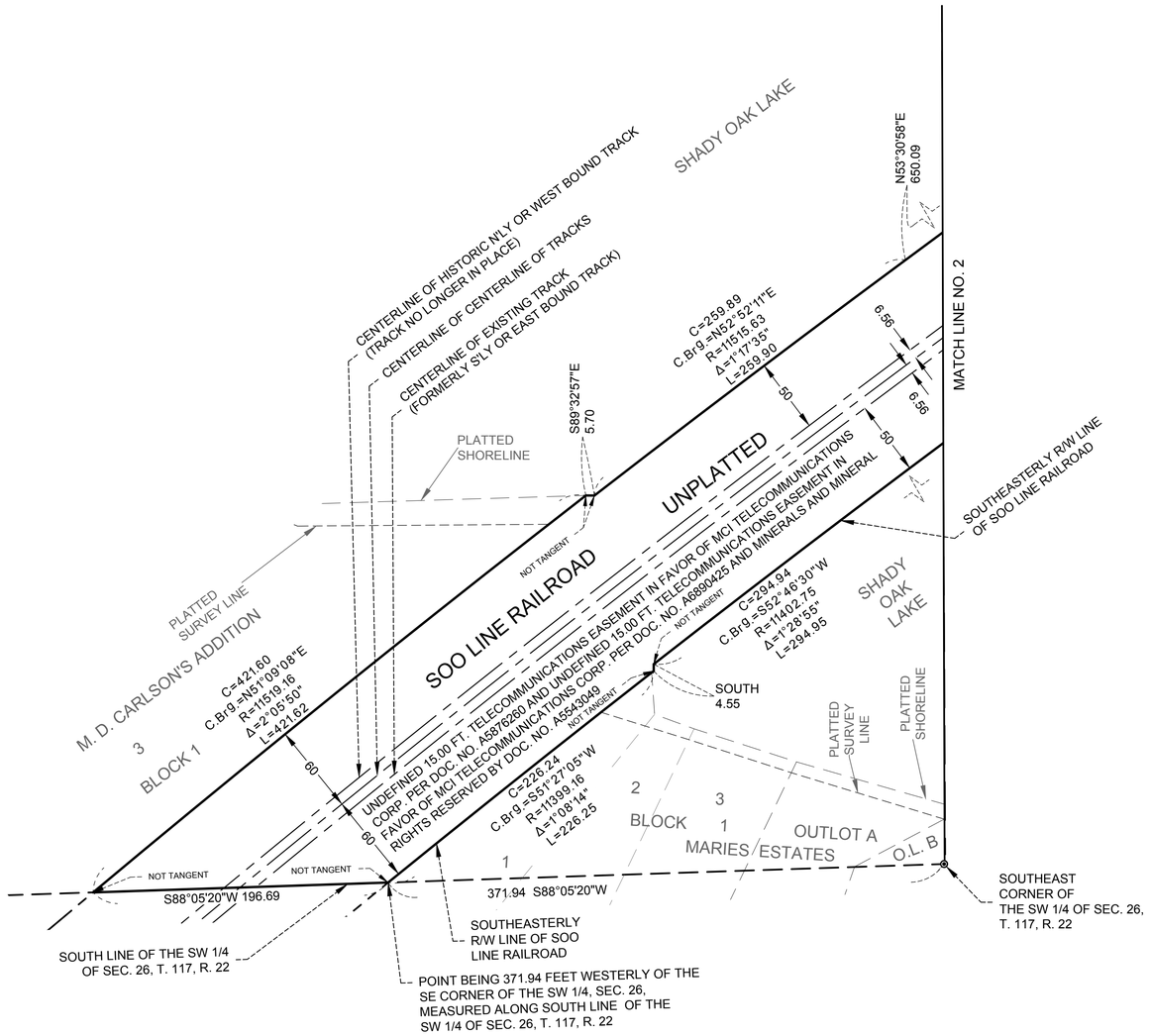
Commencing at the northeast corner of said Section 26, Township 117, Range 22;
thence on an assumed bearing of South 01 degree 37 minutes 29 seconds East along the east line of said Section 26 for 312.86 feet to the actual point of beginning;
thence continue South 01 degree 37 minutes 29 seconds East along said east line of Section 26 for 121.83 feet;
thence South 53 degrees 32 minutes 25 seconds West for 500.90 feet;
thence South 47 degrees 53 minutes 46 seconds West for 130.96 feet;
thence South 53 degrees 30 minutes 39 seconds West for 706.20 feet;
thence South 53 degrees 30 minutes 58 seconds West for 1817.85 feet;
thence southwesterly for 294.95 feet along a non-tangential curve, concave to the southeast, radius 11402.75 feet and central angle 01 degree 28 minutes 55 seconds, the chord of said curve bears South 52 degrees 46 minutes 30 seconds West to the southwesterly shore line of Shady Oak Lake;
thence on a bearing of SOUTH, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 4.55 feet;
thence southwesterly for 226.25 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 01 degree 08 minutes 14 seconds, the chord of said curve bears South 51 degrees 27 minutes 05 seconds West, to a point on the south line of said Section 26, said point being 371.94 feet westerly, measured along said south line of Section 26, from the southeast corner of the Southwest Quarter of said Section 26;
thence South 88 degrees 05 minutes 20 seconds West, not tangent to last described curve, along said south line of Section 26, for 196.69 feet;
thence northeasterly for 421.62 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 02 degrees 05 minutes 50 seconds, the chord of said curve bears North 51 degrees 09 minutes 08 seconds East to the said southwesterly shore line of Shady Oak Lake;
thence South 89 degrees 32 minutes 57 seconds East, not tangent to last described curve, along said southwesterly shore line of Shady Oak Lake, for 5.70 feet;
thence northeasterly for 259.90 feet along a non-tangential curve, concave to the southeast, radius 11515.63 feet and central angle 01 degree 17 minutes 35 seconds, the chord of said curve bears North 52 degrees 52 minutes 11 seconds East;
thence North 53 degrees 30 minutes 58 seconds East, not tangent to last described curve, for 650.09 feet to the northeasterly shore line of Shady Oak Lake;
thence northerly for 100 feet, more or less, along said northeasterly shore line of Shady Oak Lake to a point, said point being North 02 degrees 35 minutes 57 seconds East, a distance of 96.37 feet from the terminus last described line;
thence North 53 degrees 30 minutes 58 seconds East for 645.31 feet;
thence South 08 degrees 21 minutes 04 seconds West for 112.81 feet;
thence North 53 degrees 30 minutes 58 seconds East for 1385.44 feet;
thence North 53 degrees 32 minutes 25 seconds East for 569.89 feet to the point of beginning.

LEGEND

- ● FOUND MONUMENT
- ◉ FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion No. A36 (Job No. T9N635), bearing an effective date of 11/05/2013.



DRAFT- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 7

NORTH
0 25 50 100

METROPOLITAN COUNCIL

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SHEET 3 OF 3

Jan, 24 2018 08:22 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX7_26-117-22\26-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

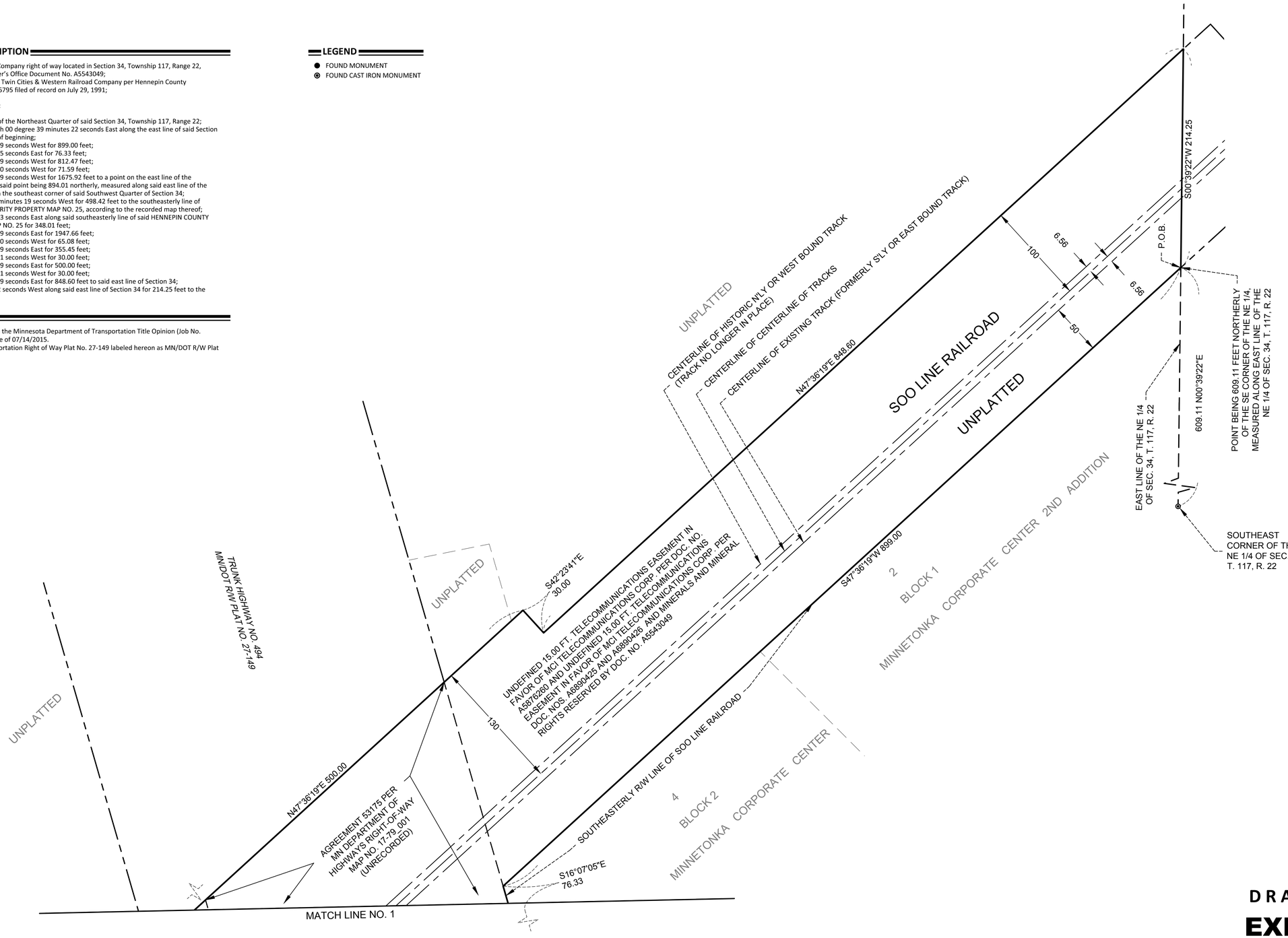
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 1 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\Ex9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

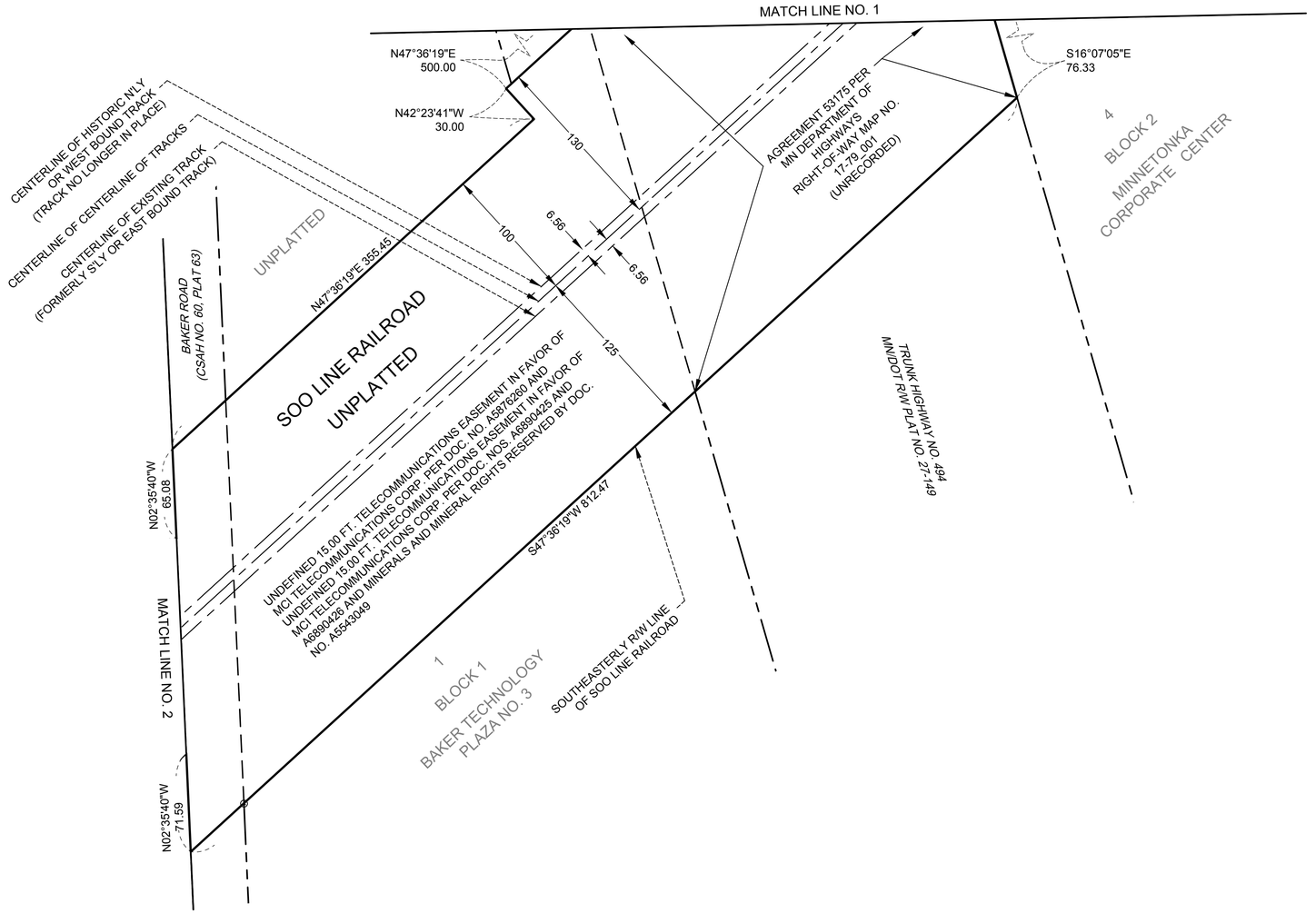
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Minnesota Department of Transportation Right of Way Plat No. 27-149 labeled hereon as MN/DOT R/W Plat No. 27-149.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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THEODORE S BROWN

DATE: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 2 OF 4

Jan, 24 2018 09:25 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

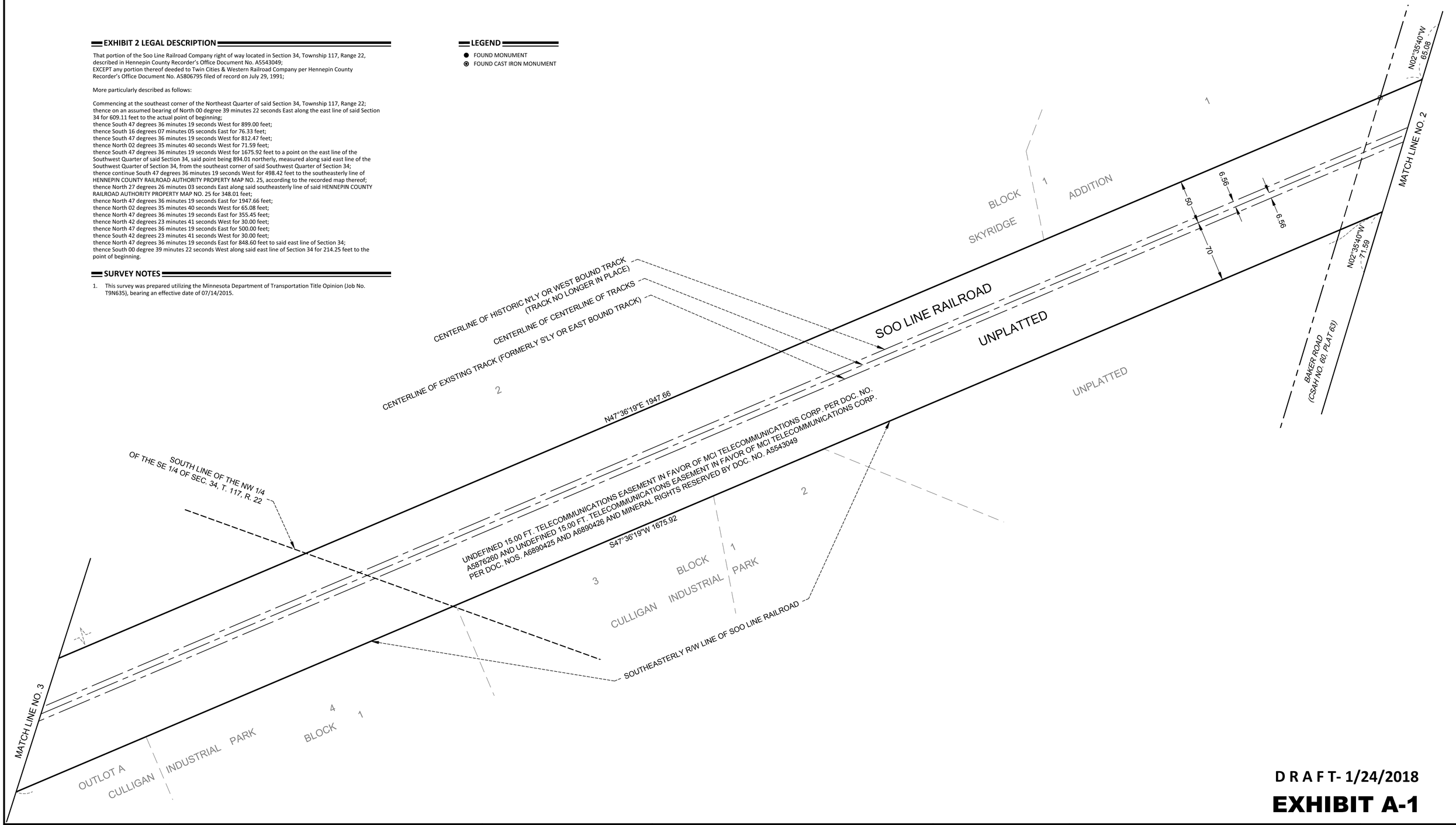
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
0 25 50 100

SHEET 3 OF 4

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

AECOM

Jan, 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: dleimbach

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. A5543049;
EXCEPT any portion thereof deeded to Twin Cities & Western Railroad Company per Hennepin County Recorder's Office Document No. A5806795 filed of record on July 29, 1991;

More particularly described as follows:

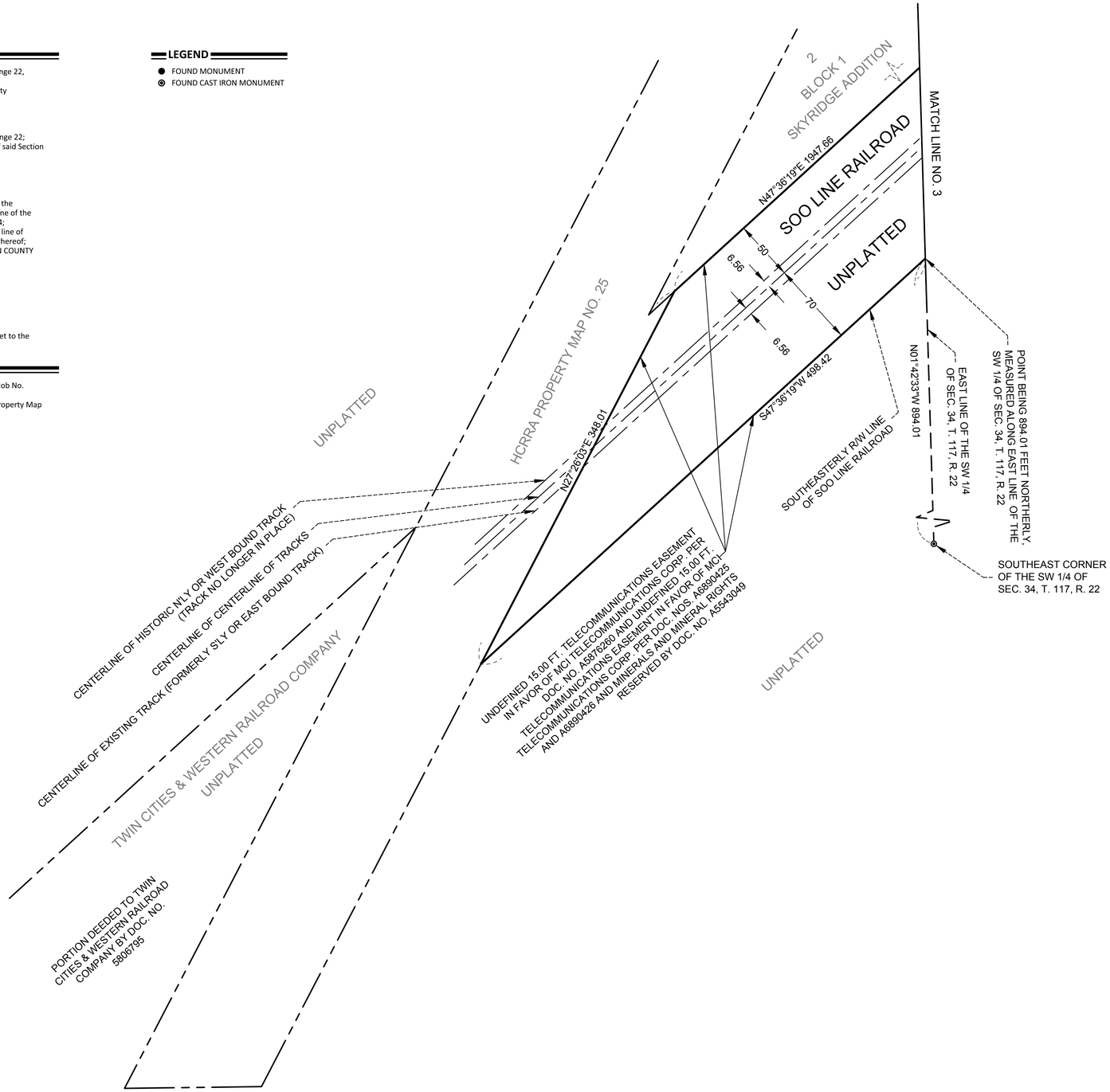
Commencing at the southeast corner of the Northeast Quarter of said Section 34, Township 117, Range 22;
thence on an assumed bearing of North 00 degree 39 minutes 22 seconds East along the east line of said Section 34 for 609.11 feet to the actual point of beginning;
thence South 47 degrees 36 minutes 19 seconds West for 899.00 feet;
thence South 16 degrees 07 minutes 05 seconds East for 76.33 feet;
thence South 47 degrees 36 minutes 19 seconds West for 812.47 feet;
thence North 02 degrees 35 minutes 40 seconds West for 71.59 feet;
thence South 47 degrees 36 minutes 19 seconds West for 1675.92 feet to a point on the east line of the Southwest Quarter of said Section 34, said point being 894.01 northerly, 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 36 minutes 19 seconds West for 498.42 feet to the southeasterly line of HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25, according to the recorded map thereof;
thence North 27 degrees 26 minutes 03 seconds East along said southeasterly line of said HENNEPIN COUNTY RAILROAD AUTHORITY PROPERTY MAP NO. 25 for 348.01 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1947.66 feet;
thence North 02 degrees 35 minutes 40 seconds West for 65.08 feet;
thence North 47 degrees 36 minutes 19 seconds East for 355.45 feet;
thence North 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 500.00 feet;
thence South 42 degrees 23 minutes 41 seconds West for 30.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 848.60 feet to said east line of Section 34;
thence South 00 degree 39 minutes 22 seconds West along said east line of Section 34 for 214.25 feet to the point of beginning.

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.
2. Hennepin County Regional Railroad Authority Property Map No. 25 labeled hereon as HCRRA Property Map No. 25.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT



DRAFT- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

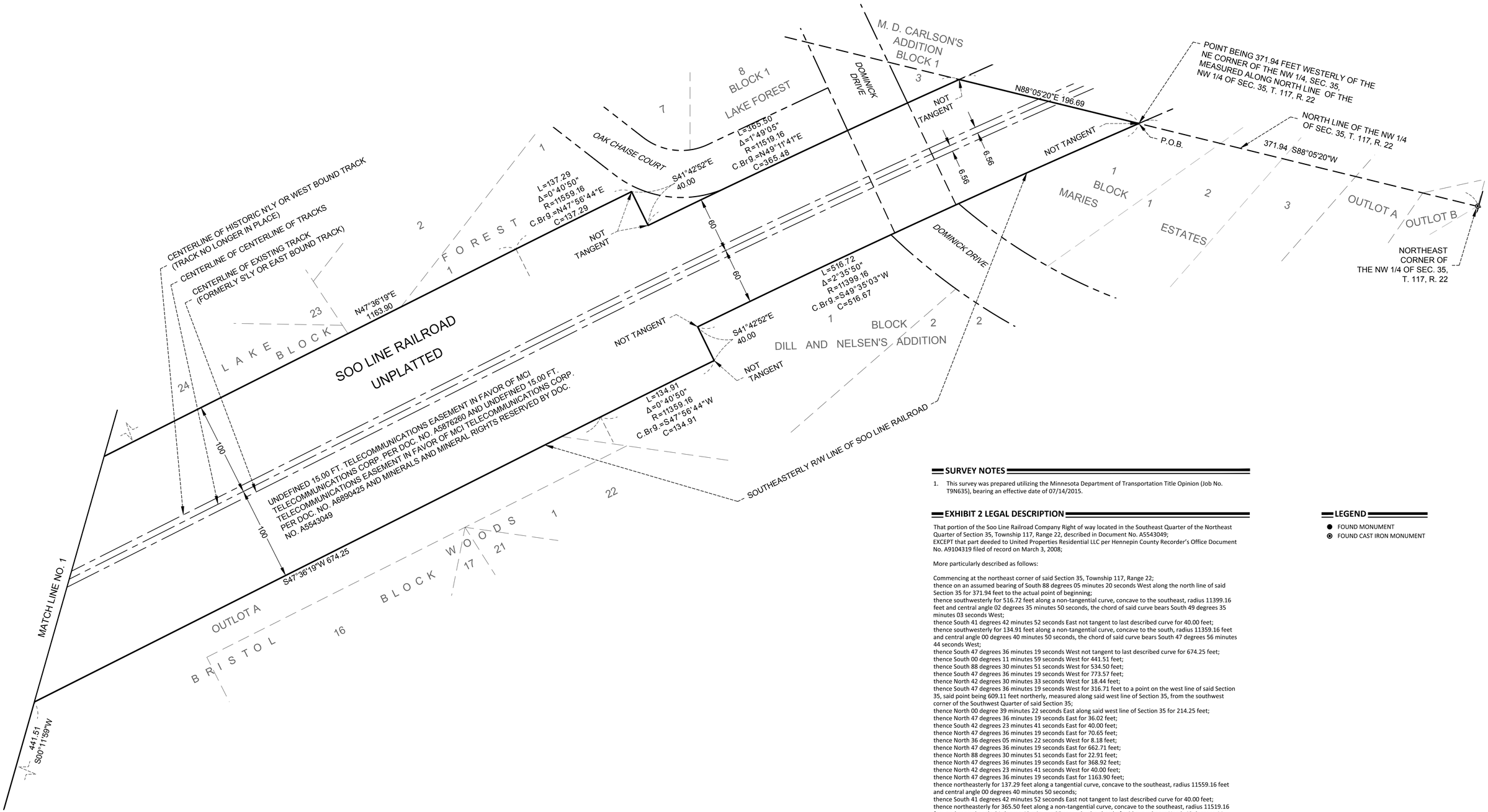
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 9

NORTH
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SHEET 4 OF 4

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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AECOM

Jan. 24 2018 09:26 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX9_34-117-22\34-117-22-EXHBT.dwg By: diembach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

Commencing at the northeast corner of said Section 35, Township 117, Range 22;
thence on an assumed bearing of South 88 degrees 05 minutes 20 seconds West along the north line of said Section 35 for 371.94 feet to the actual point of beginning;
thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence southwesterly for 134.91 feet along a non-tangential curve, concave to the south, radius 11359.16 feet and central angle 00 degrees 40 minutes 50 seconds, the chord of said curve bears South 47 degrees 56 minutes 44 seconds West;
thence South 47 degrees 36 minutes 19 seconds West not tangent to last described curve for 674.25 feet;
thence South 00 degrees 11 minutes 59 seconds West for 441.51 feet;
thence South 88 degrees 30 minutes 51 seconds West for 534.50 feet;
thence South 47 degrees 36 minutes 19 seconds West for 773.57 feet;
thence North 42 degrees 30 minutes 33 seconds West for 18.44 feet;
thence South 47 degrees 36 minutes 19 seconds West for 316.71 feet to a point on the west line of said Section 35, said point being 609.11 feet northerly, measured along said west line of Section 35, from the southwest corner of the Southwest Quarter of said Section 35;
thence North 00 degree 39 minutes 22 seconds East along said west line of Section 35 for 214.25 feet;
thence North 47 degrees 36 minutes 19 seconds East for 36.02 feet;
thence South 42 degrees 23 minutes 41 seconds East for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 70.65 feet;
thence North 36 degrees 05 minutes 22 seconds West for 8.18 feet;
thence North 47 degrees 36 minutes 19 seconds East for 662.71 feet;
thence North 88 degrees 30 minutes 51 seconds East for 22.91 feet;
thence North 47 degrees 36 minutes 19 seconds East for 368.92 feet;
thence North 42 degrees 23 minutes 41 seconds West for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1163.90 feet;
thence northeasterly for 137.29 feet along a tangential curve, concave to the southeast, radius 11559.16 feet and central angle 00 degrees 40 minutes 50 seconds;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence northeasterly for 365.50 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 01 degree 49 minutes 05 seconds, the chord of said curve bears North 49 degrees 11 minutes 41 seconds East, to said north line of Section 35;
thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 1 OF 3

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22_EXHBT.dwg By: dleimbach

EXHIBIT 2 LEGAL DESCRIPTION

That portion of the Soo Line Railroad Company Right of way located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 117, Range 22, described in Document No. A5543049;
EXCEPT that part deeded to United Properties Residential LLC per Hennepin County Recorder's Office Document No. A9104319 filed of record on March 3, 2008;

More particularly described as follows:

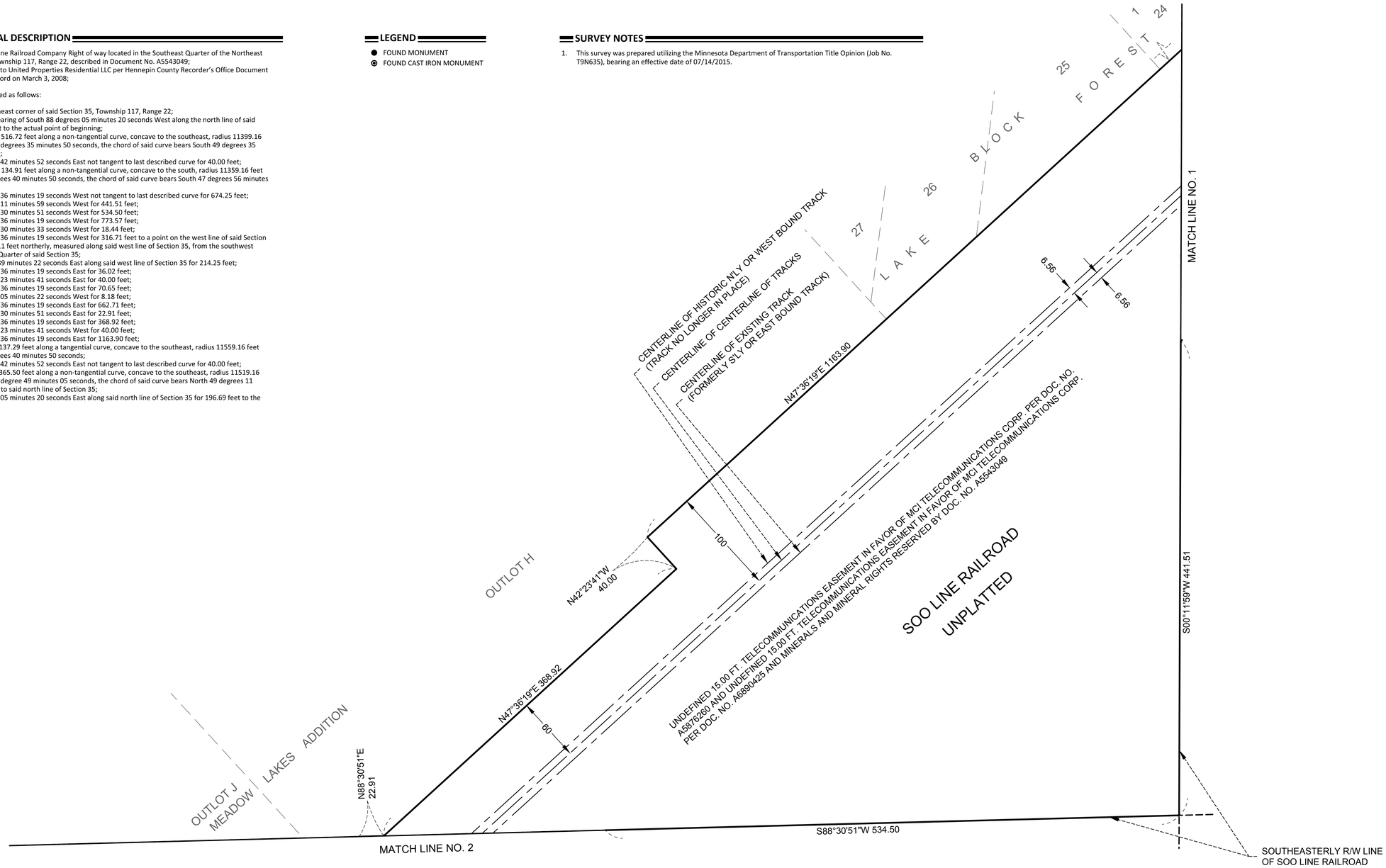
Commencing at the northeast corner of said Section 35, Township 117, Range 22;
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thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
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thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.



D R A F T- 1/24/2018

EXHIBIT A-1

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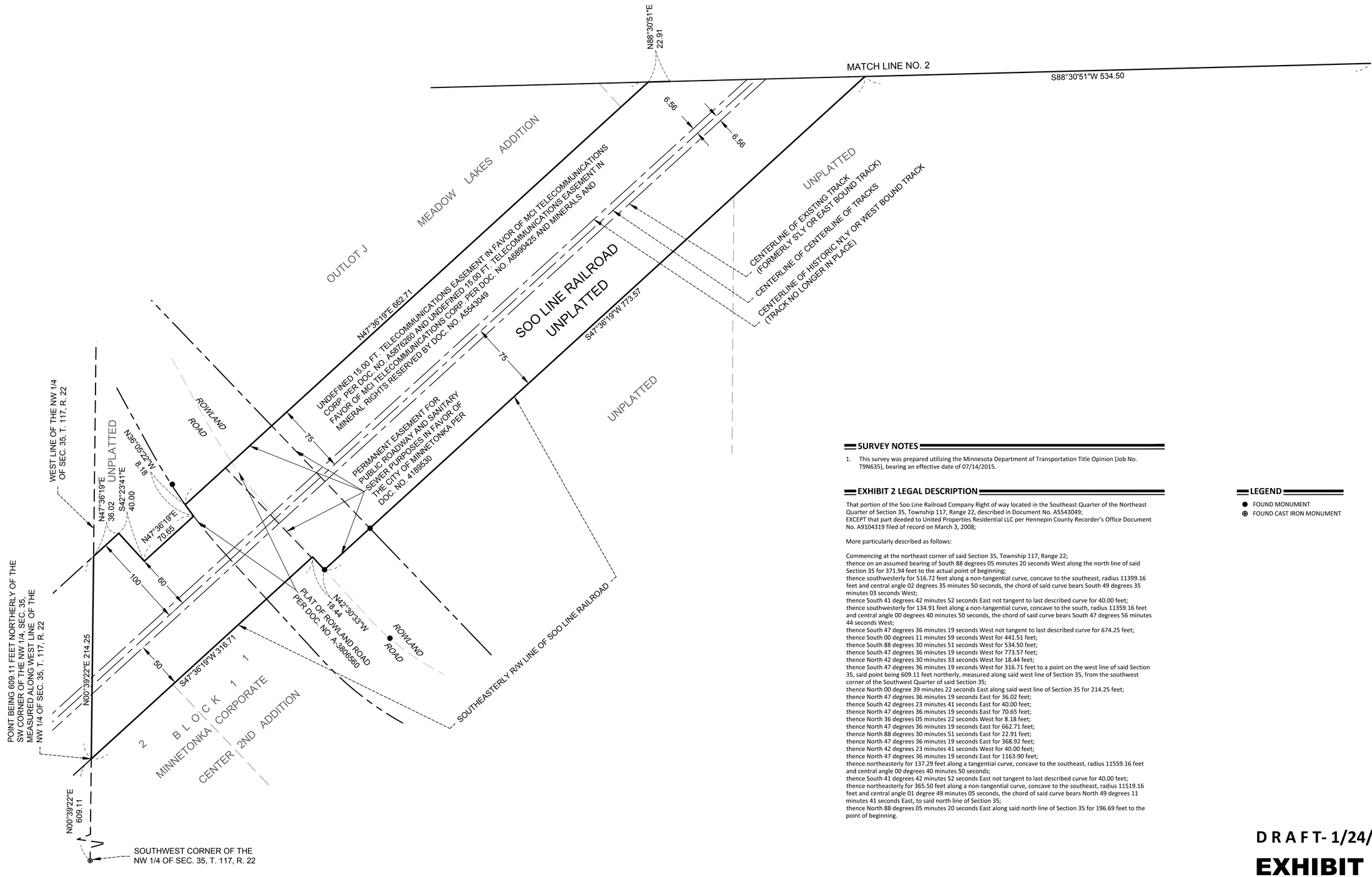
CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

SHEET 2 OF 3

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
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AECOM

Jan, 24 2018 08:52 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22-EXHBT.dwg By: dleimbach



SURVEY NOTES

1. This survey was prepared utilizing the Minnesota Department of Transportation Title Opinion (Job No. T9N635), bearing an effective date of 07/14/2015.

EXHIBIT 2 LEGAL DESCRIPTION

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thence southwesterly for 516.72 feet along a non-tangential curve, concave to the southeast, radius 11399.16 feet and central angle 02 degrees 35 minutes 50 seconds, the chord of said curve bears South 49 degrees 35 minutes 03 seconds West;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence southwesterly for 134.91 feet along a non-tangential curve, concave to the south, radius 11359.16 feet and central angle 00 degrees 40 minutes 50 seconds, the chord of said curve bears South 47 degrees 56 minutes 44 seconds West;
thence South 47 degrees 36 minutes 19 seconds West not tangent to last described curve for 674.25 feet;
thence South 00 degrees 11 minutes 59 seconds West for 441.51 feet;
thence South 88 degrees 30 minutes 51 seconds West for 534.50 feet;
thence South 47 degrees 36 minutes 19 seconds West for 773.57 feet;
thence South 42 degrees 30 minutes 33 seconds West for 18.44 feet;
thence South 47 degrees 36 minutes 19 seconds West for 316.71 feet to a point on the west line of said Section 35, said point being 609.11 feet northerly, measured along said west line of Section 35, from the southwest corner of the Southwest Quarter of said Section 35;
thence North 00 degree 39 minutes 22 seconds East along said west line of Section 35 for 214.25 feet;
thence North 47 degrees 36 minutes 19 seconds East for 36.02 feet;
thence South 42 degrees 23 minutes 41 seconds East for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 70.65 feet;
thence North 36 degrees 05 minutes 22 seconds West for 8.18 feet;
thence North 47 degrees 36 minutes 19 seconds East for 662.71 feet;
thence North 88 degrees 30 minutes 51 seconds East for 22.91 feet;
thence North 47 degrees 36 minutes 19 seconds East for 368.92 feet;
thence North 42 degrees 23 minutes 41 seconds West for 40.00 feet;
thence North 47 degrees 36 minutes 19 seconds East for 1163.90 feet;
thence northeasterly for 137.29 feet along a tangential curve, concave to the southeast, radius 11559.16 feet and central angle 00 degrees 40 minutes 50 seconds;
thence South 41 degrees 42 minutes 52 seconds East not tangent to last described curve for 40.00 feet;
thence northeasterly for 365.50 feet along a non-tangential curve, concave to the southeast, radius 11519.16 feet and central angle 01 degree 49 minutes 05 seconds, the chord of said curve bears North 49 degrees 11 minutes 41 seconds East, to said north line of Section 35;
thence North 88 degrees 05 minutes 20 seconds East along said north line of Section 35 for 196.69 feet to the point of beginning.

LEGEND

- FOUND MONUMENT
- FOUND CAST IRON MONUMENT

D R A F T- 1/24/2018

EXHIBIT A-1

SOUTHWEST Green Line LRT Extension

NO.	DATE	DRAWN	CHECK	DESIGN	REVISION / SUBMITTAL
0	01/24/2018	DL	KED	TSB	

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: LIC. NO.: 51678

CERTIFICATE OF SURVEY
CANADIAN PACIFIC RAILWAY
PARCEL EXHIBIT 8

NORTH
0 25 50 100

METROPOLITAN COUNCIL

Sambatek www.sambatek.com Engineering | Surveying | Planning | Environmental

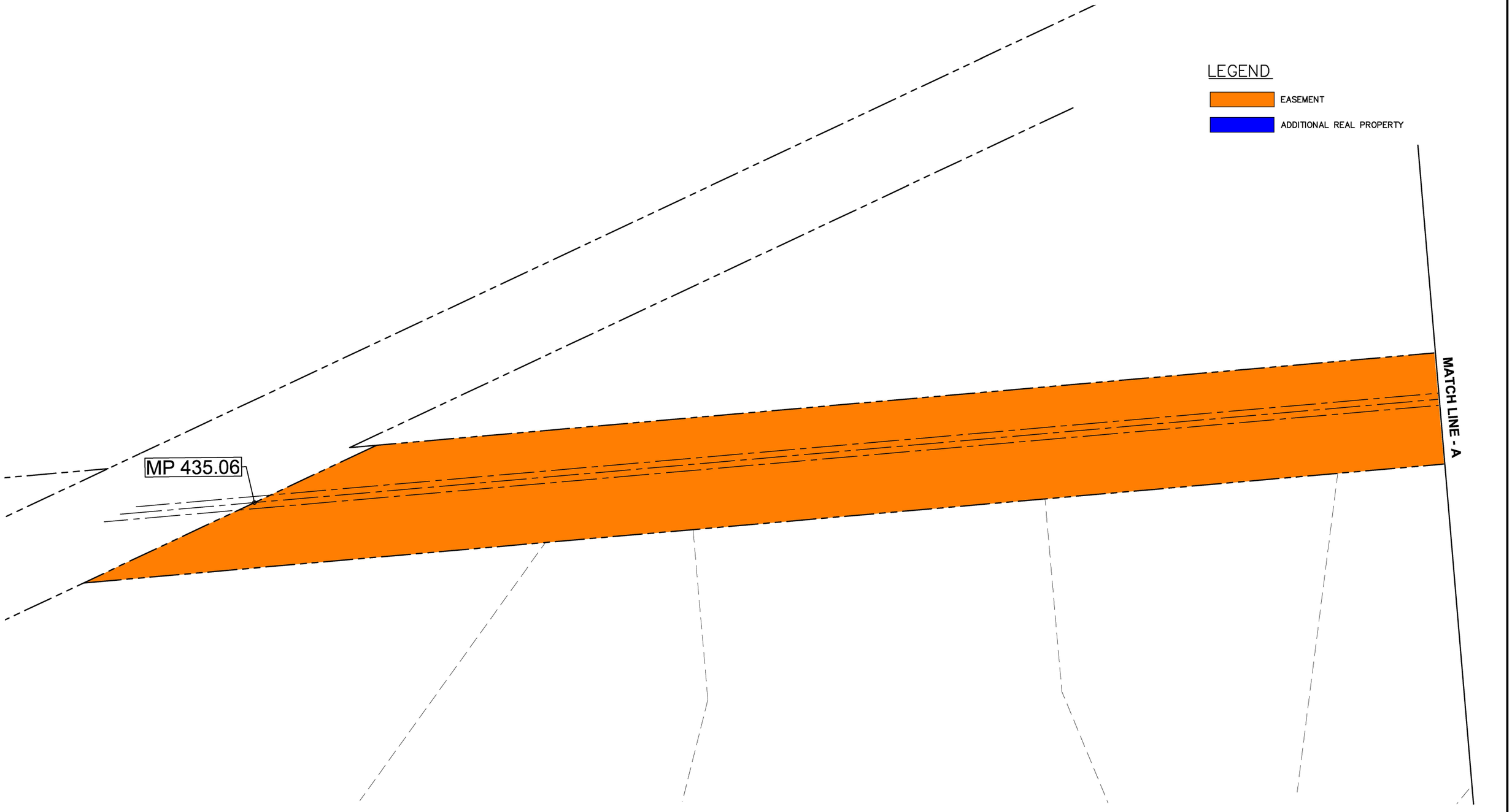
AECOM

SHEET 3 OF 3

Jan, 24 2018 08:53 am L:\PROJECTS\KIM19092\CAD\OVERALL\EXHIBITS\ROW\CP\Parcels\EX8_35-117-22\35-117-22-EXHBT.dwg By: dleimbach

EXHIBIT A-2

CONSTRUCTION DESCRIPTION



DRAFT-WORK IN PROCESS

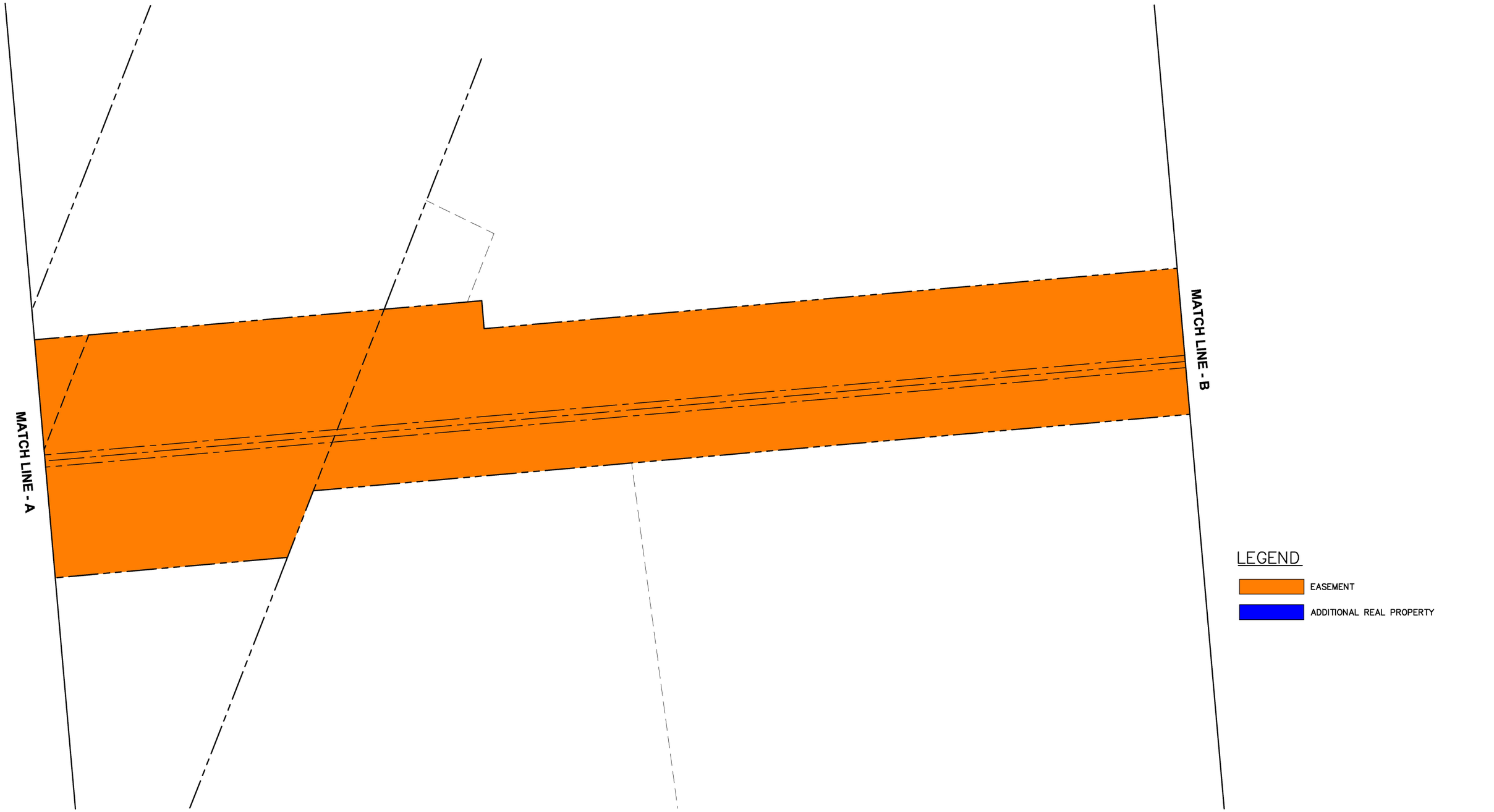
SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 01 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

Mar, 19 2018 08:46 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 02 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar, 19 2018 08:47 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 03 OF 29

Rev 0
02/28/2018

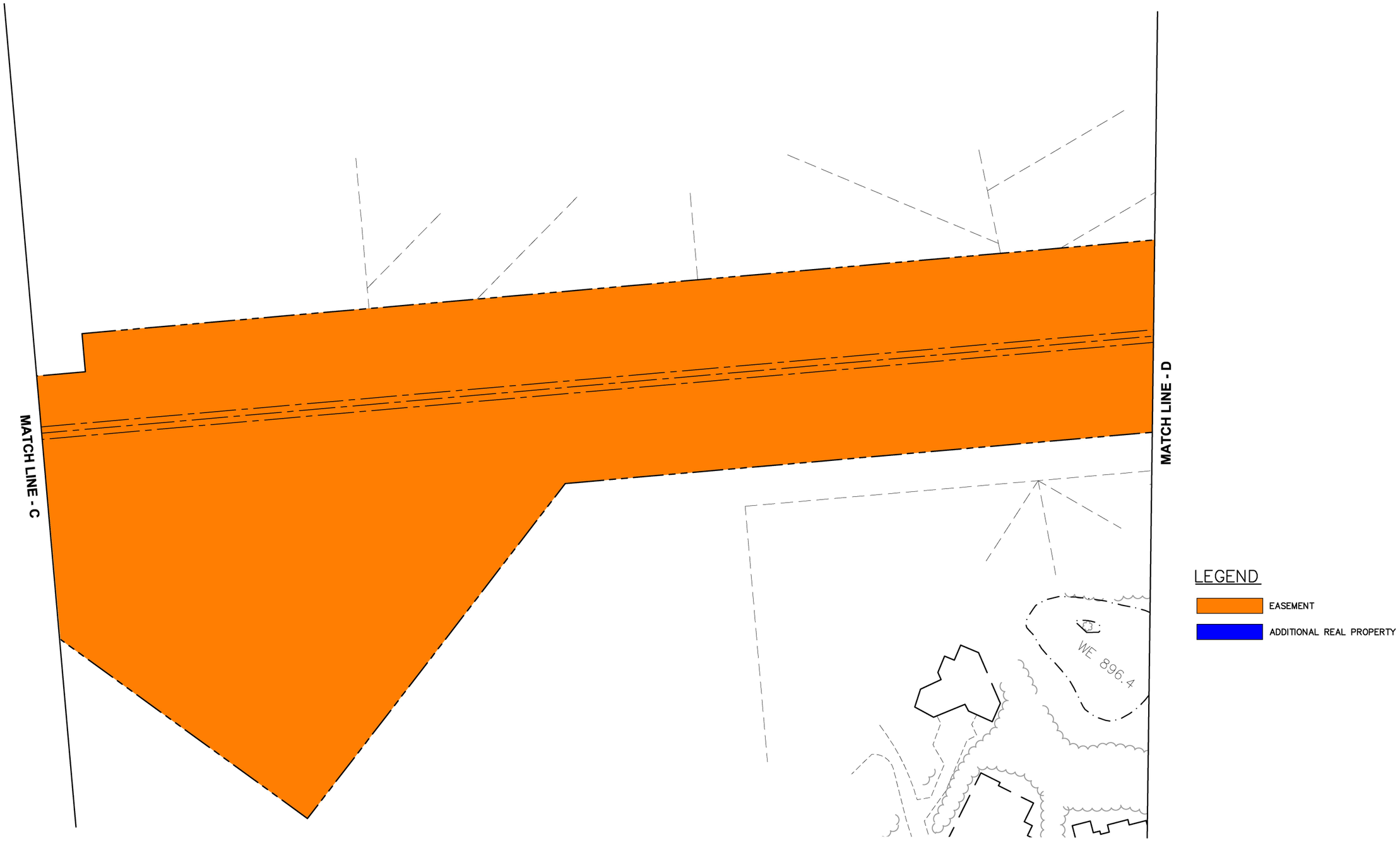
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METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 04 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 05 OF 29

Rev 0
02/28/2018

NORTH

0 25 50 100

SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar, 19 2018 08:49 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-GP-01.dwg By: FosmoTL

MATCH LINE - E

MATCH LINE - F

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 06 OF 29

Rev 0
02/28/2018

NORTH

0 25 50 100
SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 07 OF 29

Rev 0
02/28/2018

NORTH

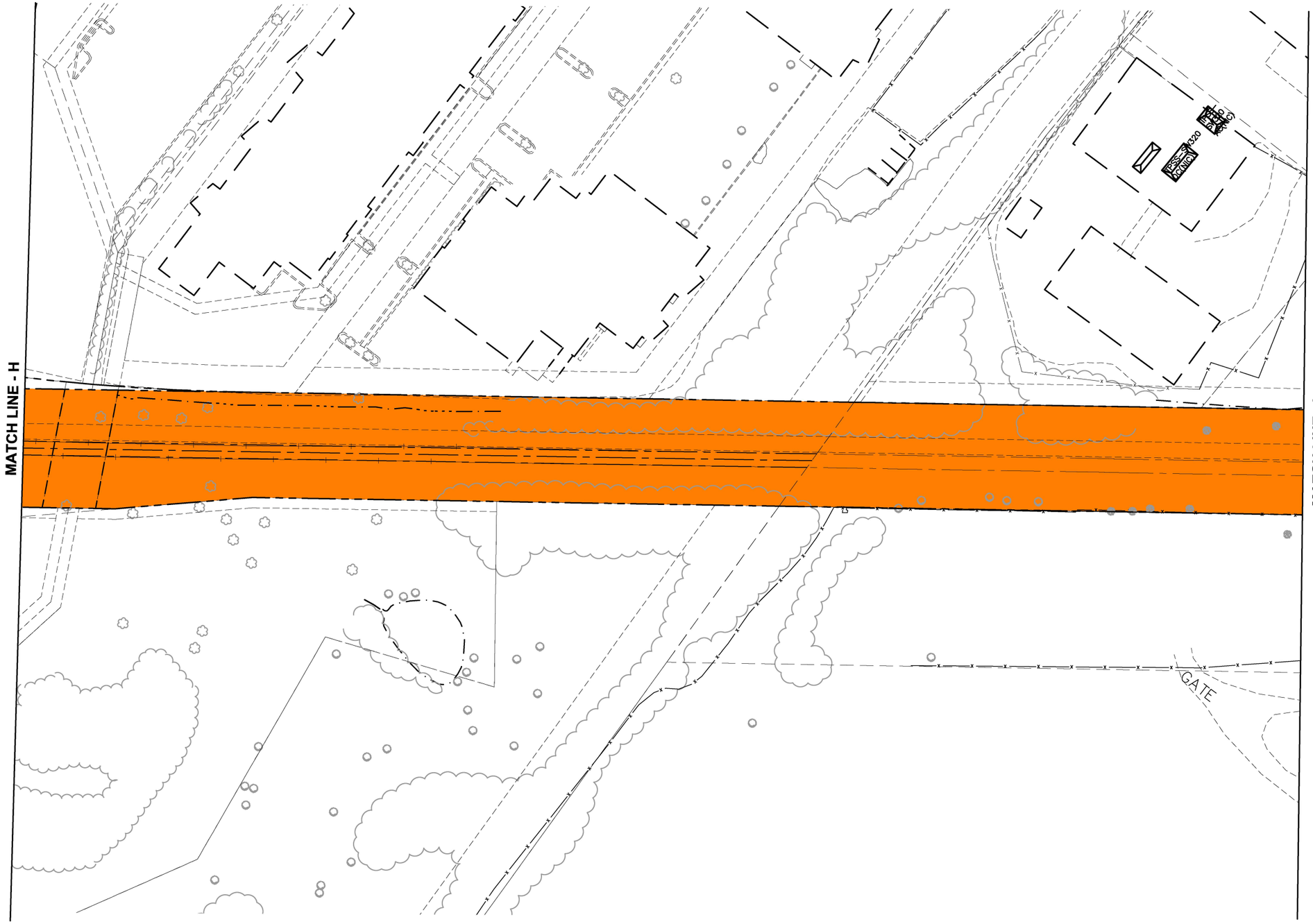
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 08 OF 29

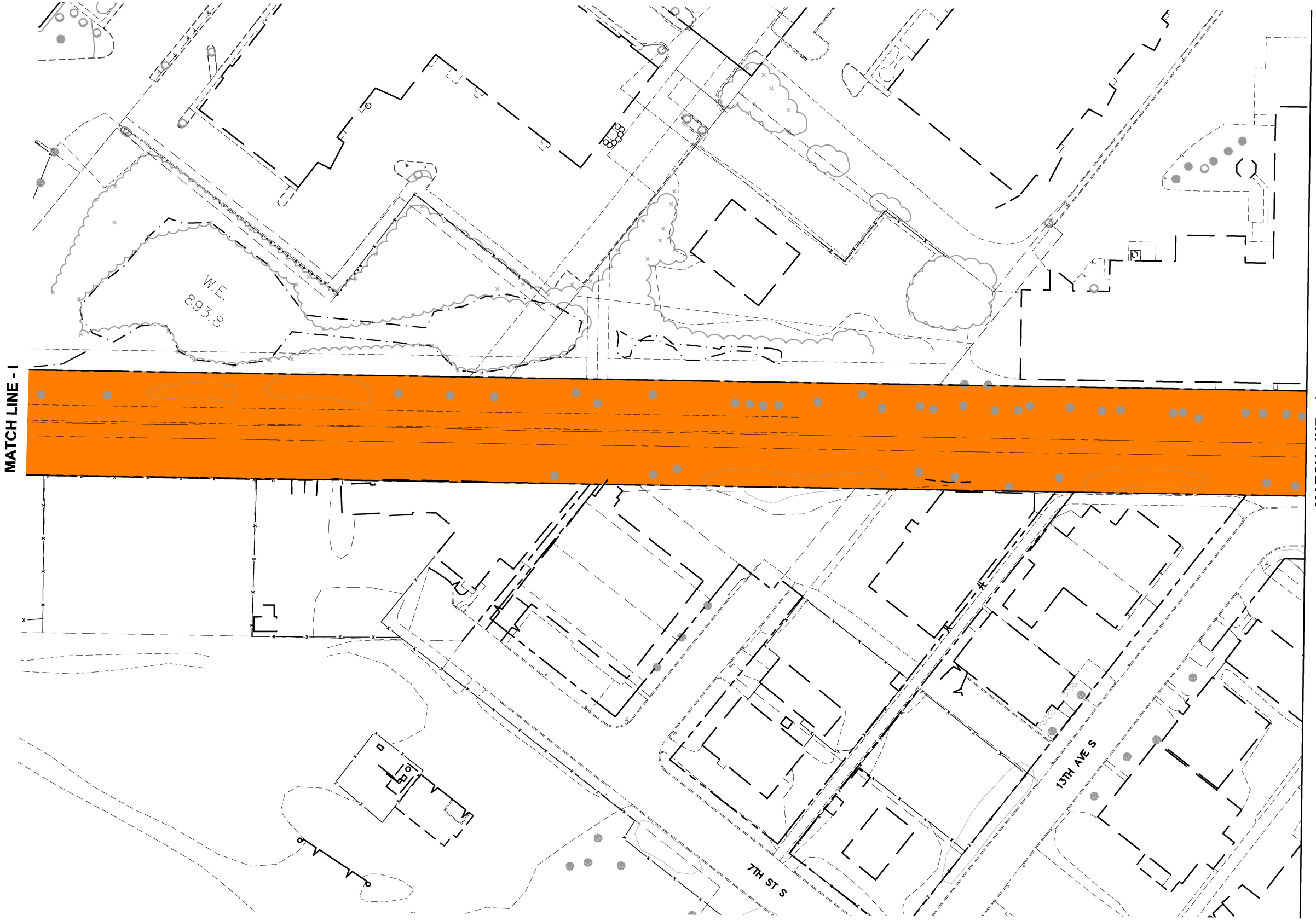
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 09 OF 29

Rev 0
02/28/2018

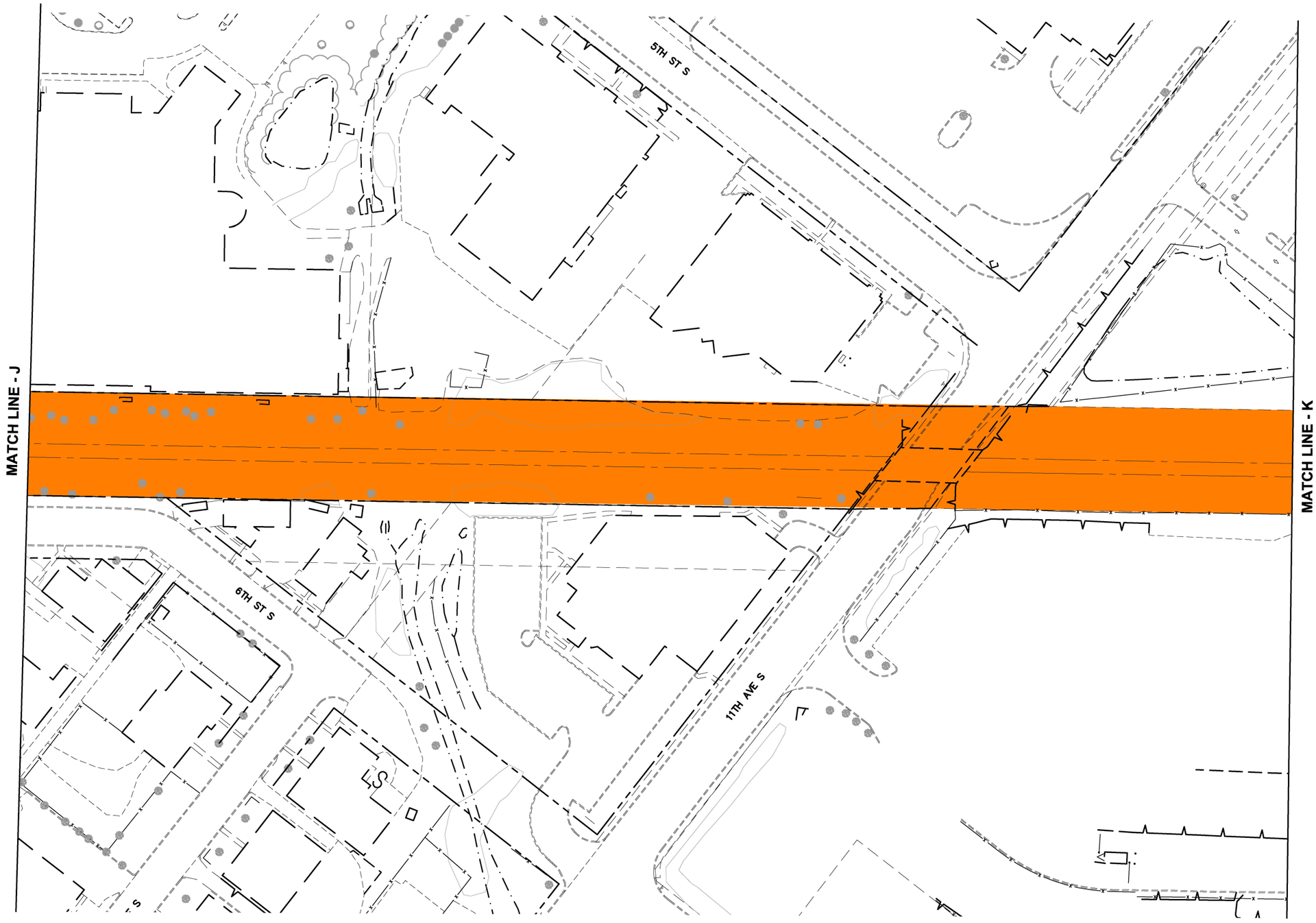
NORTH
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SCALE

SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 10 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 11 OF 29

Rev 0
02/28/2018

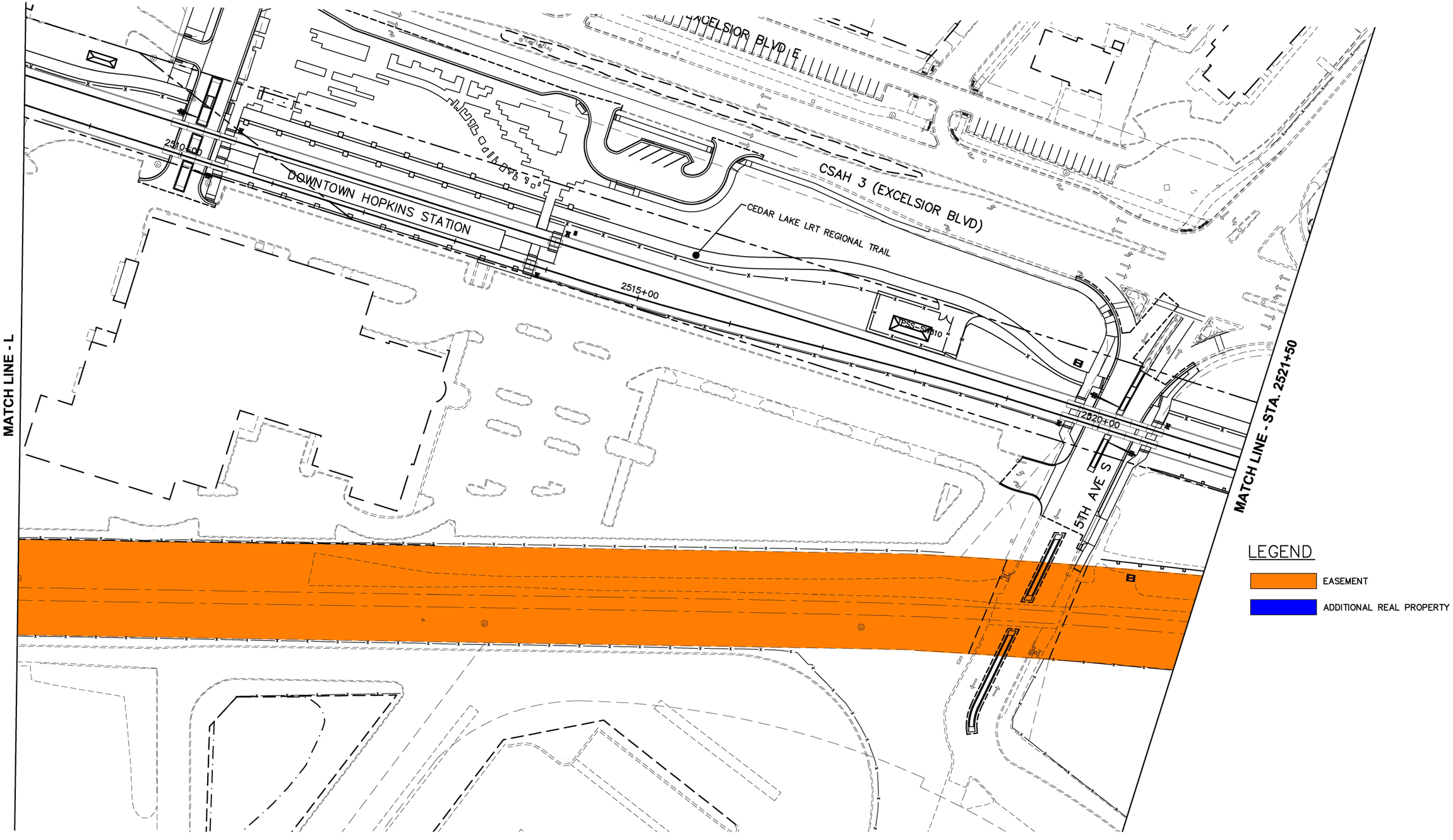
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SCALE

METROPOLITAN COUNCIL

AECOM
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 12 OF 29

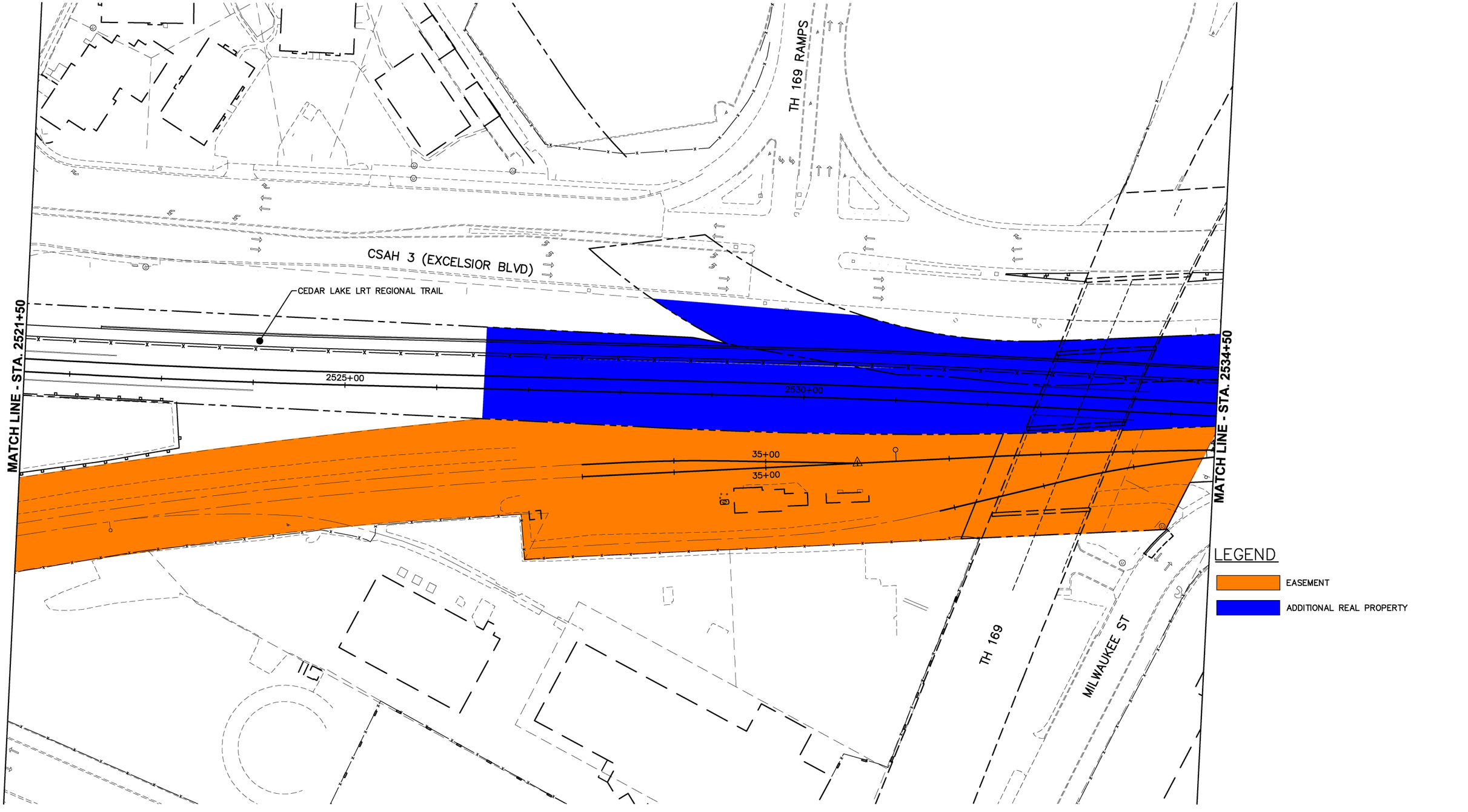
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 13 OF 29

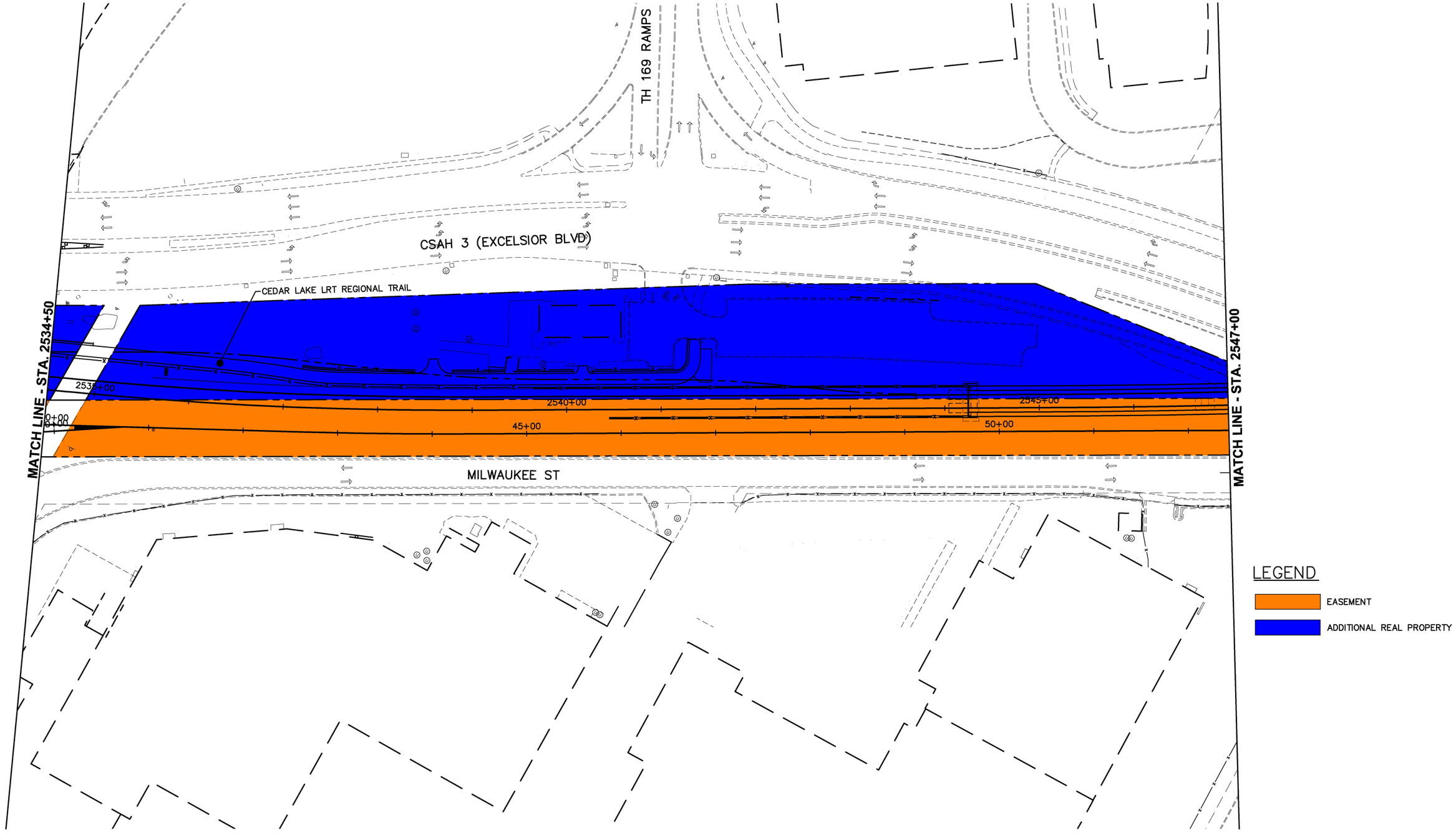
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 14 OF 29

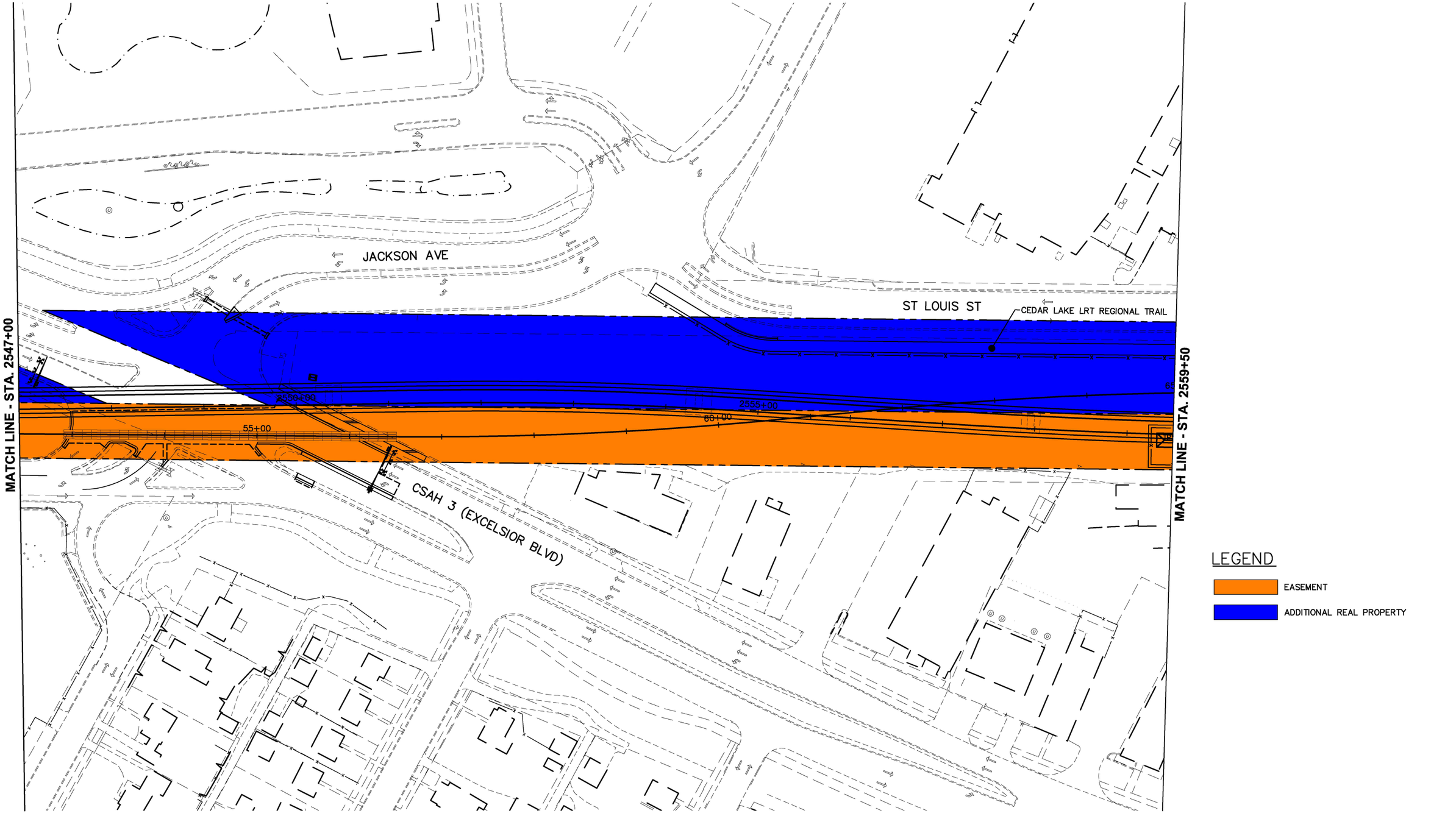
Rev 0
02/28/2018

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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

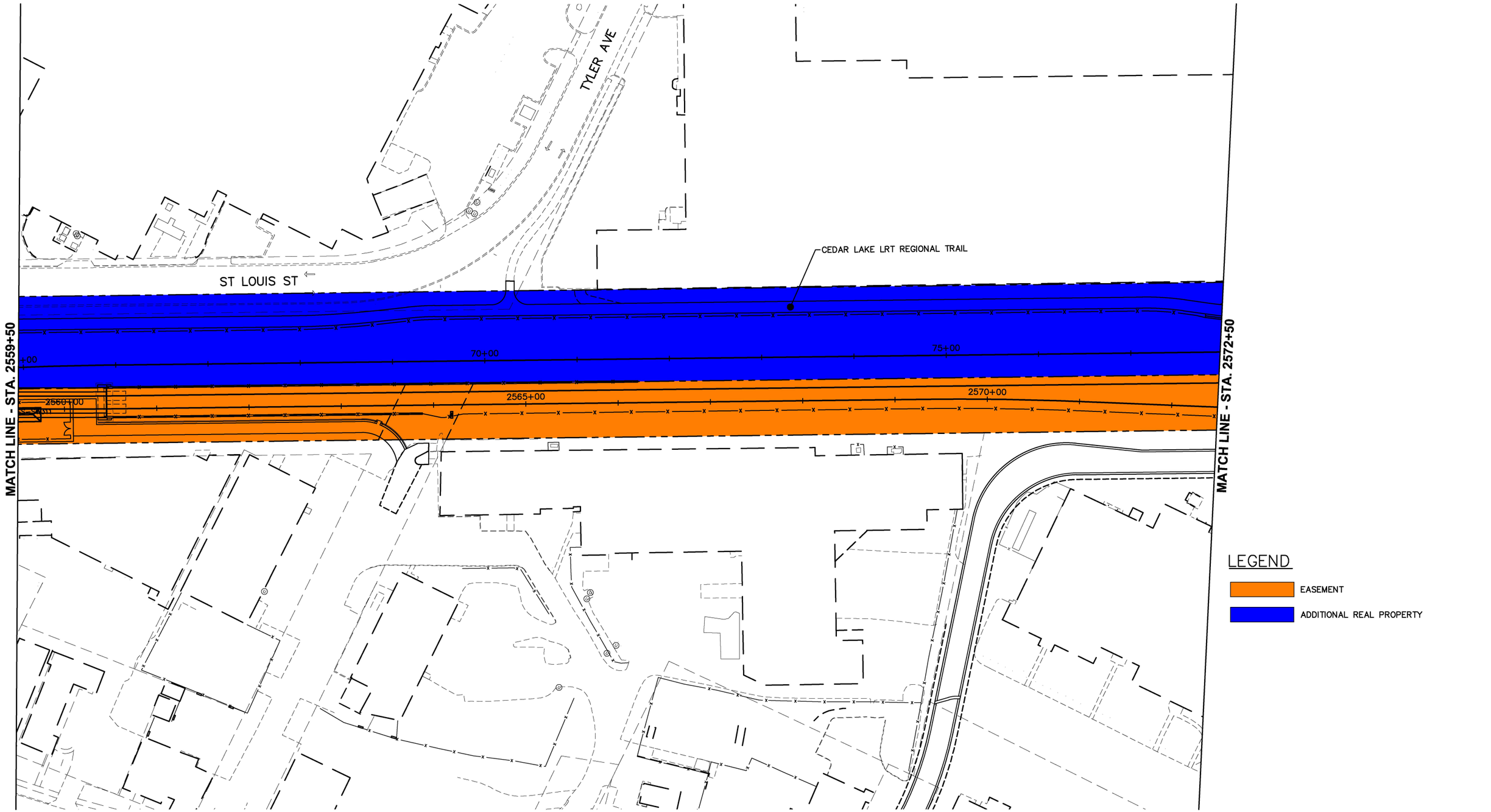
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EXHIBIT A-2
SHEET 15 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

Mar, 19 2018 08:58 am v:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 16 OF 29

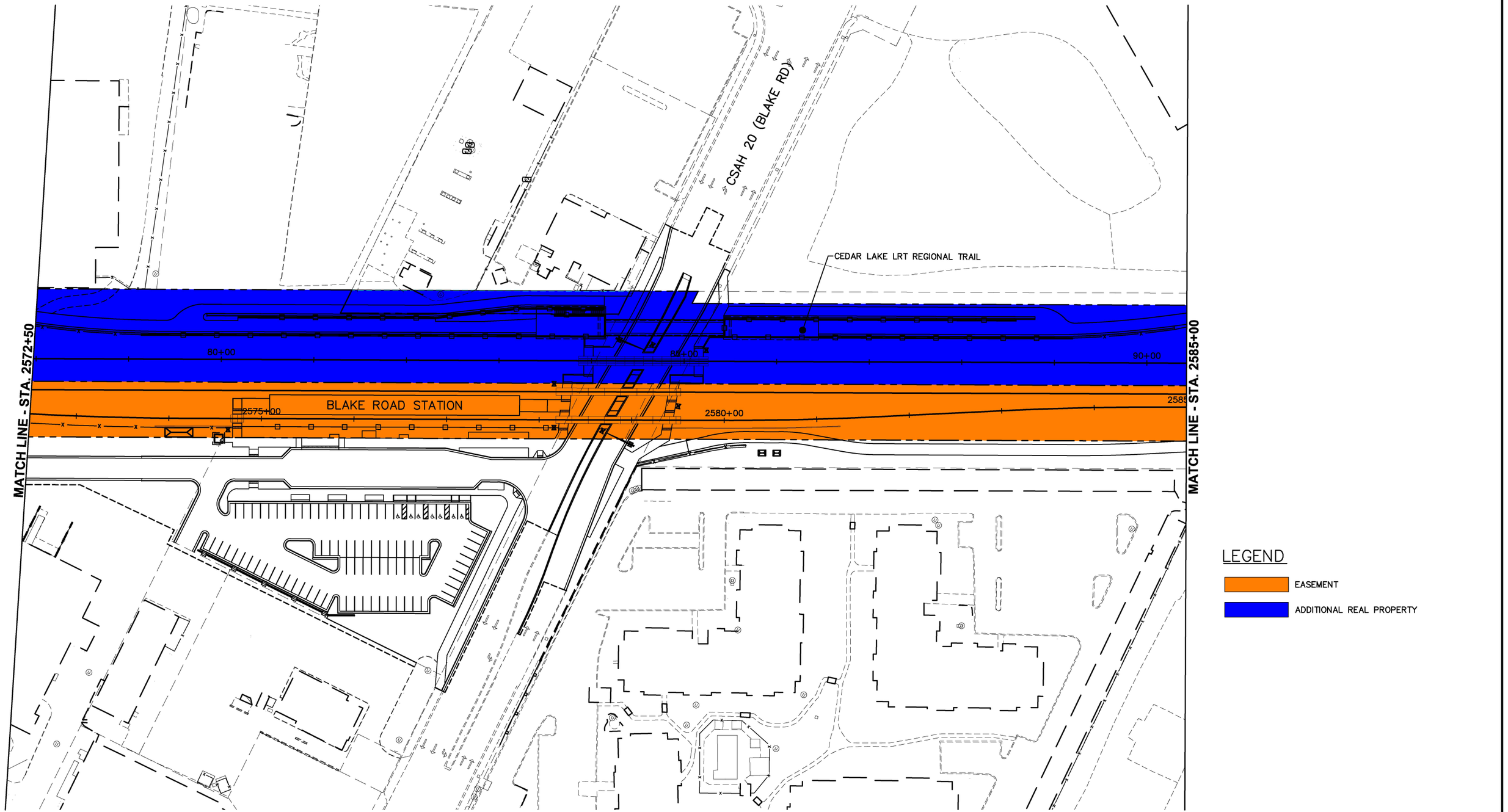
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 17 OF 29

Rev 0
02/28/2018

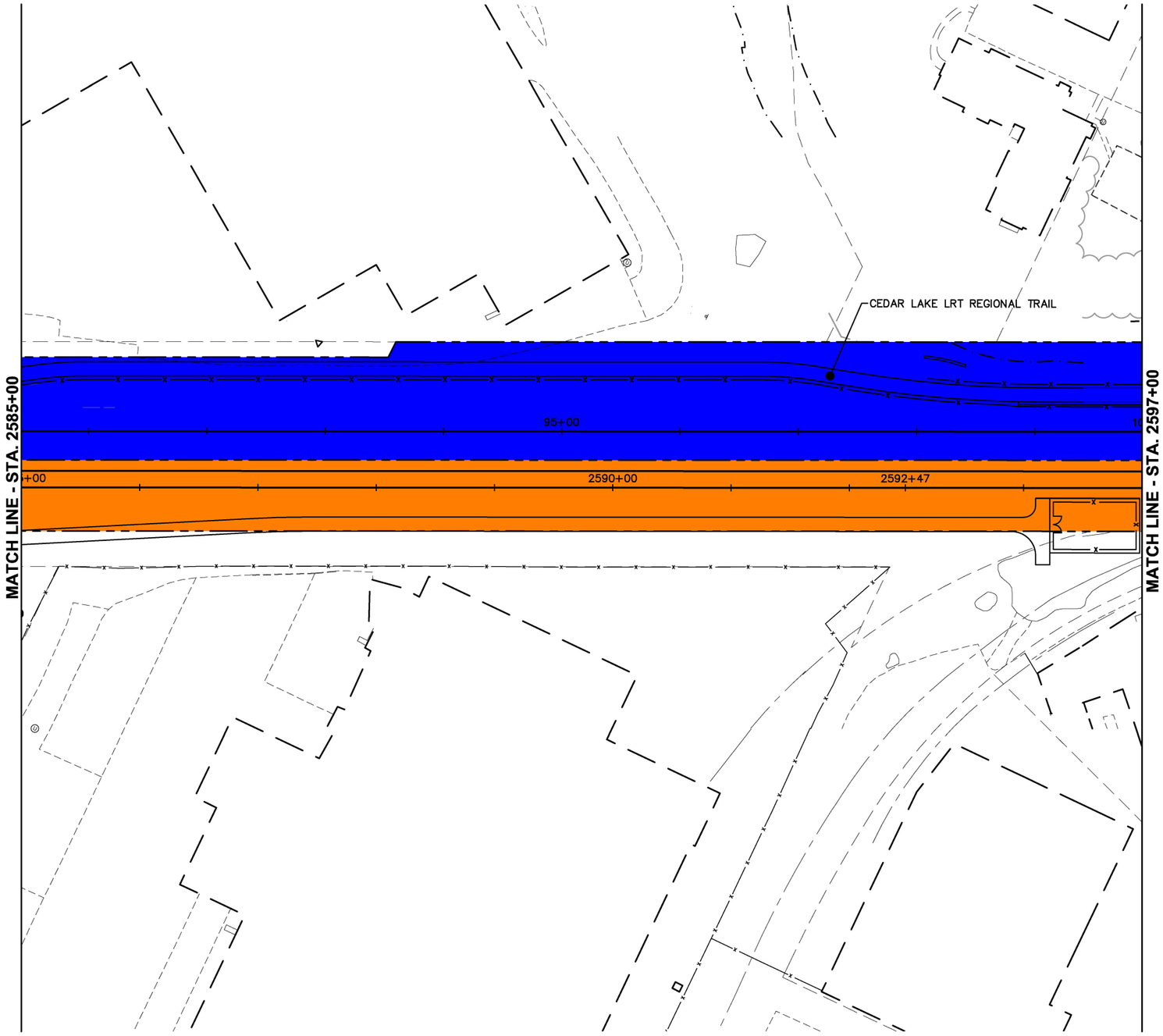
NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:01 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 18 OF 29

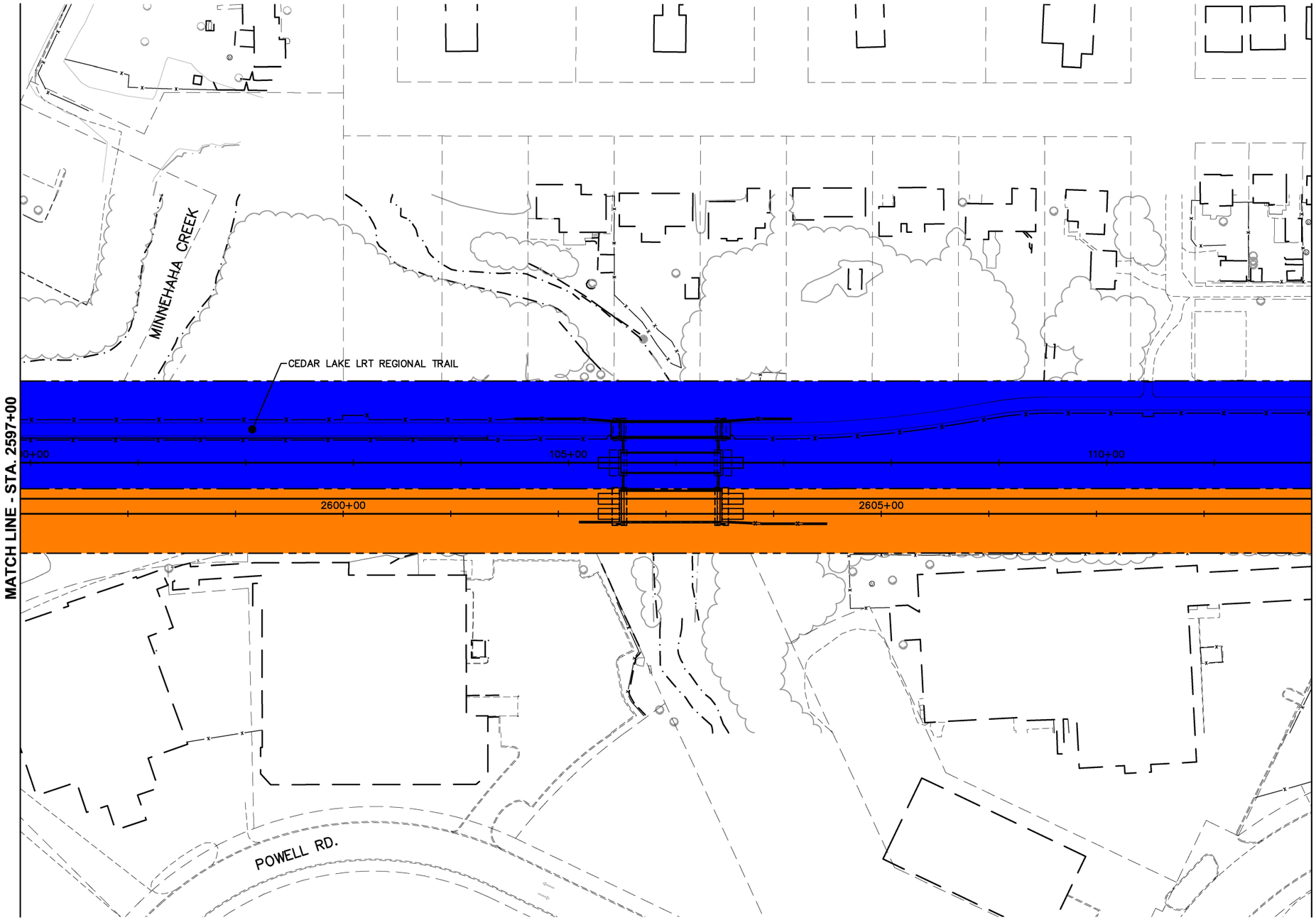
Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

Mar. 19 2018 09:02 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E1-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 19 OF 29

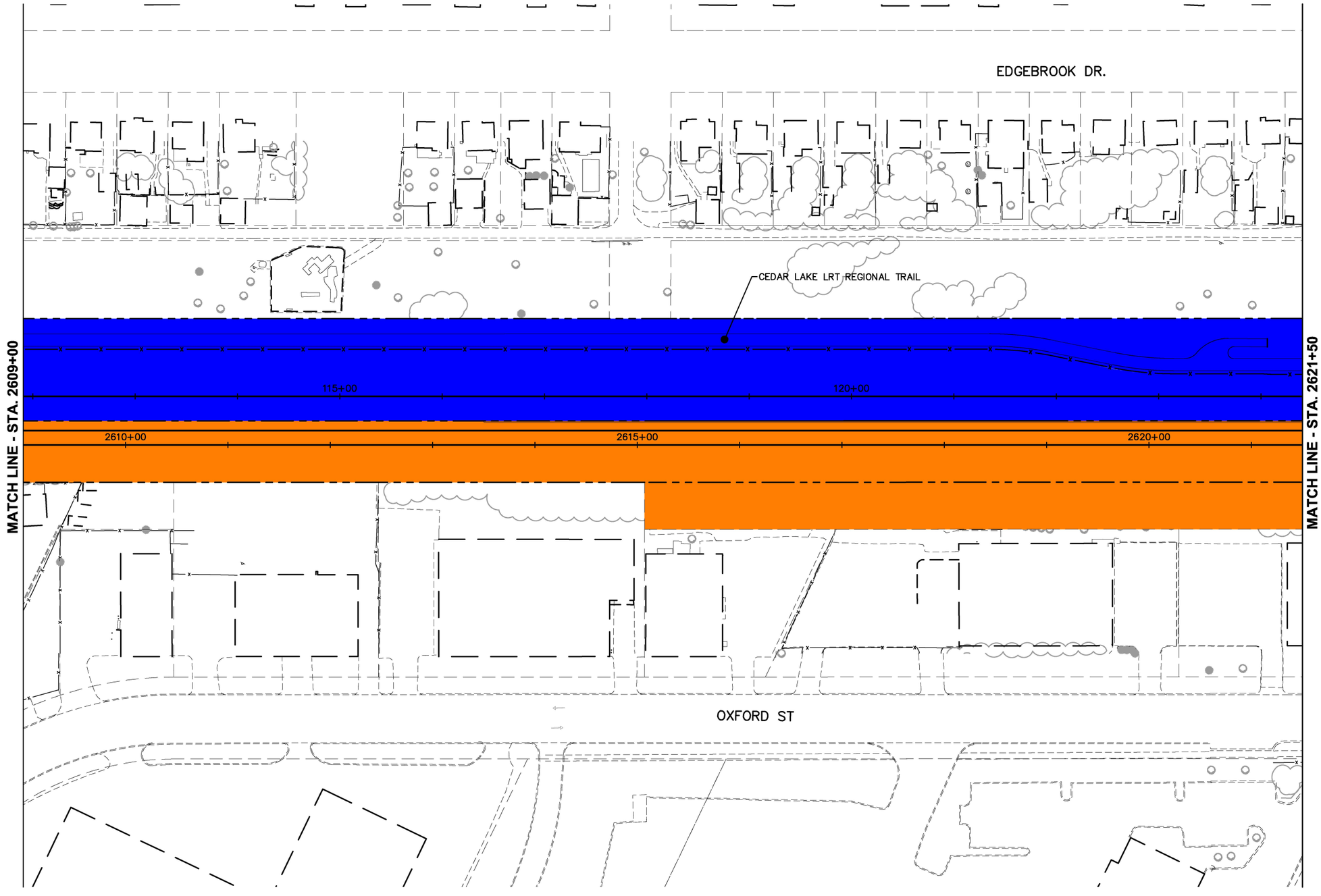
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 20 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:06 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 21 OF 29

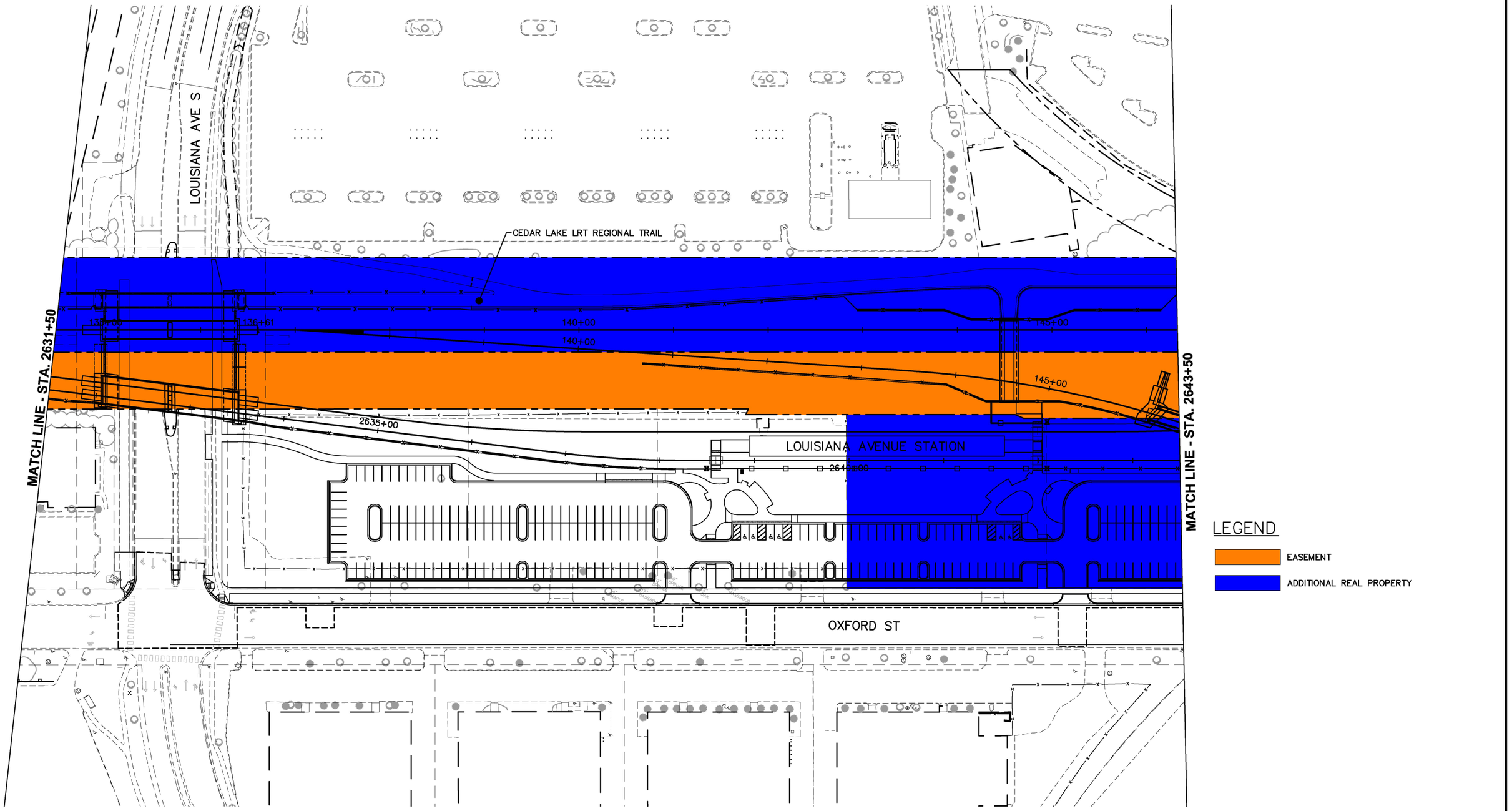
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 22 OF 29

Rev 0
02/28/2018

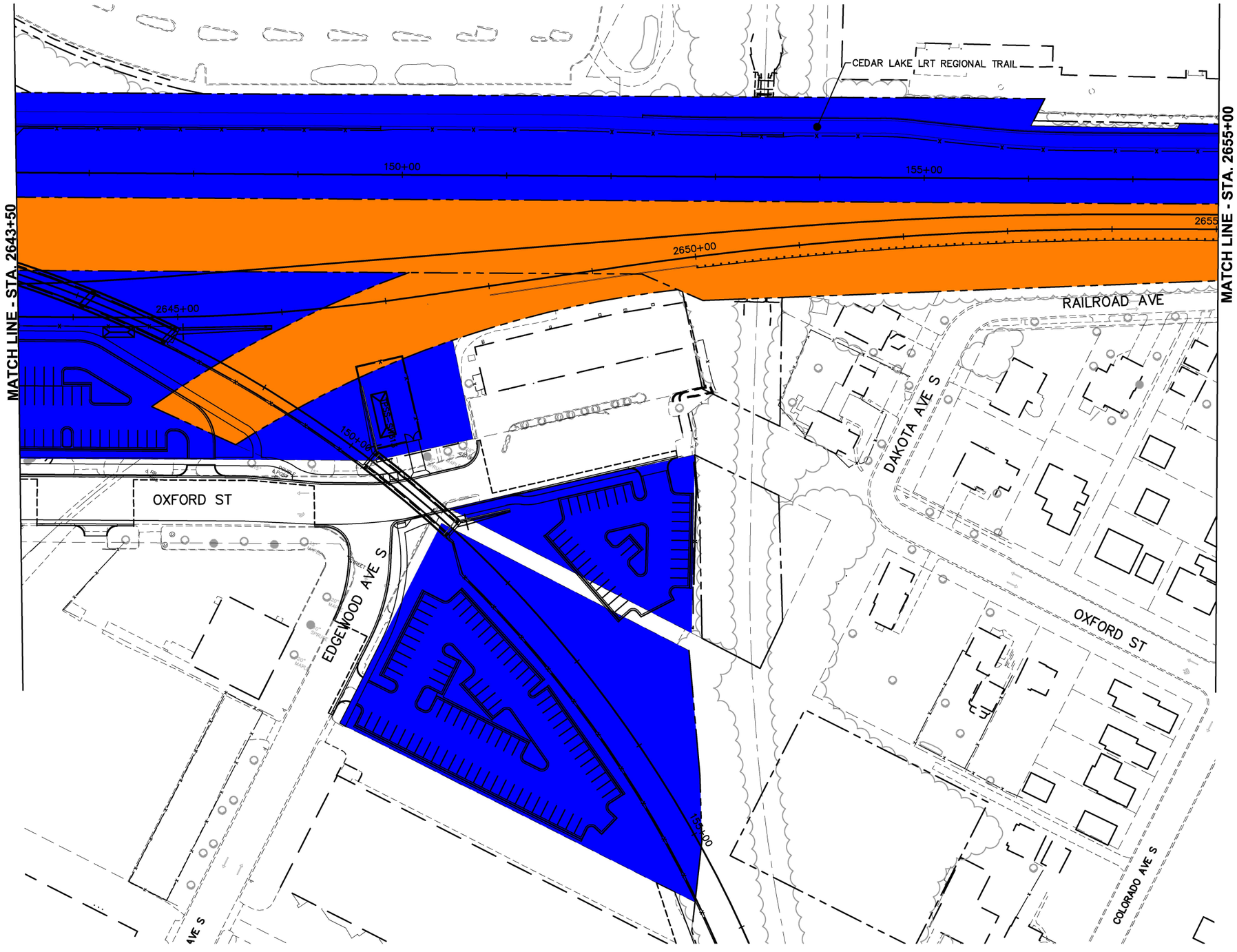
NORTH
0 25 50 100
SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 11:55 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 23 OF 29

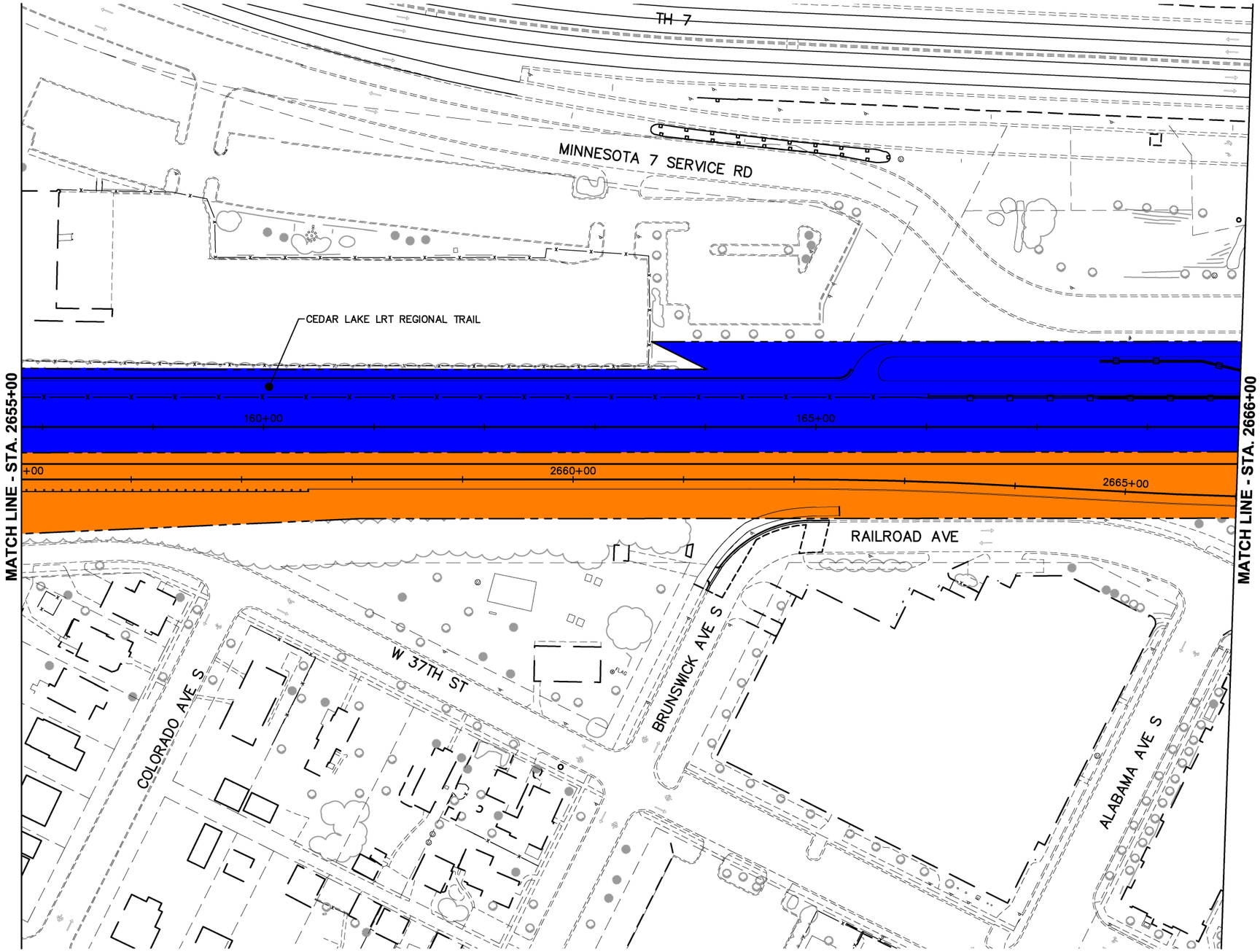
Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:09 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL



LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 24 OF 29

Rev 0
02/28/2018

NORTH
0 25 50 100
SCALE

SOUTHWEST Green Line LRT Extension
METROPOLITAN COUNCIL
AECOM Kimley»Horn

Mar. 19 2018 09:11 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

MATCH LINE - STA. 2666+00

MINNESOTA 7 SERVICE RD

WOODDALE AVE S

CEDAR LAKE LRT REGIONAL TRAIL

170+00

175+00

180+00

WOODDALE AVENUE STATION

2670+00

2675+00

W 36TH ST

YOSEMITE AVE S

W 35TH 1/2 ST

XENWOOD AVE S

MATCH LINE - STA. 2678+50

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 25 OF 29

Rev 0
02/28/2018

NORTH

0 25 50 100
SCALE

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar. 19 2018 11:56 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-01.dwg By: FosmoTL

MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 26 OF 29

Rev 0
02/28/2018

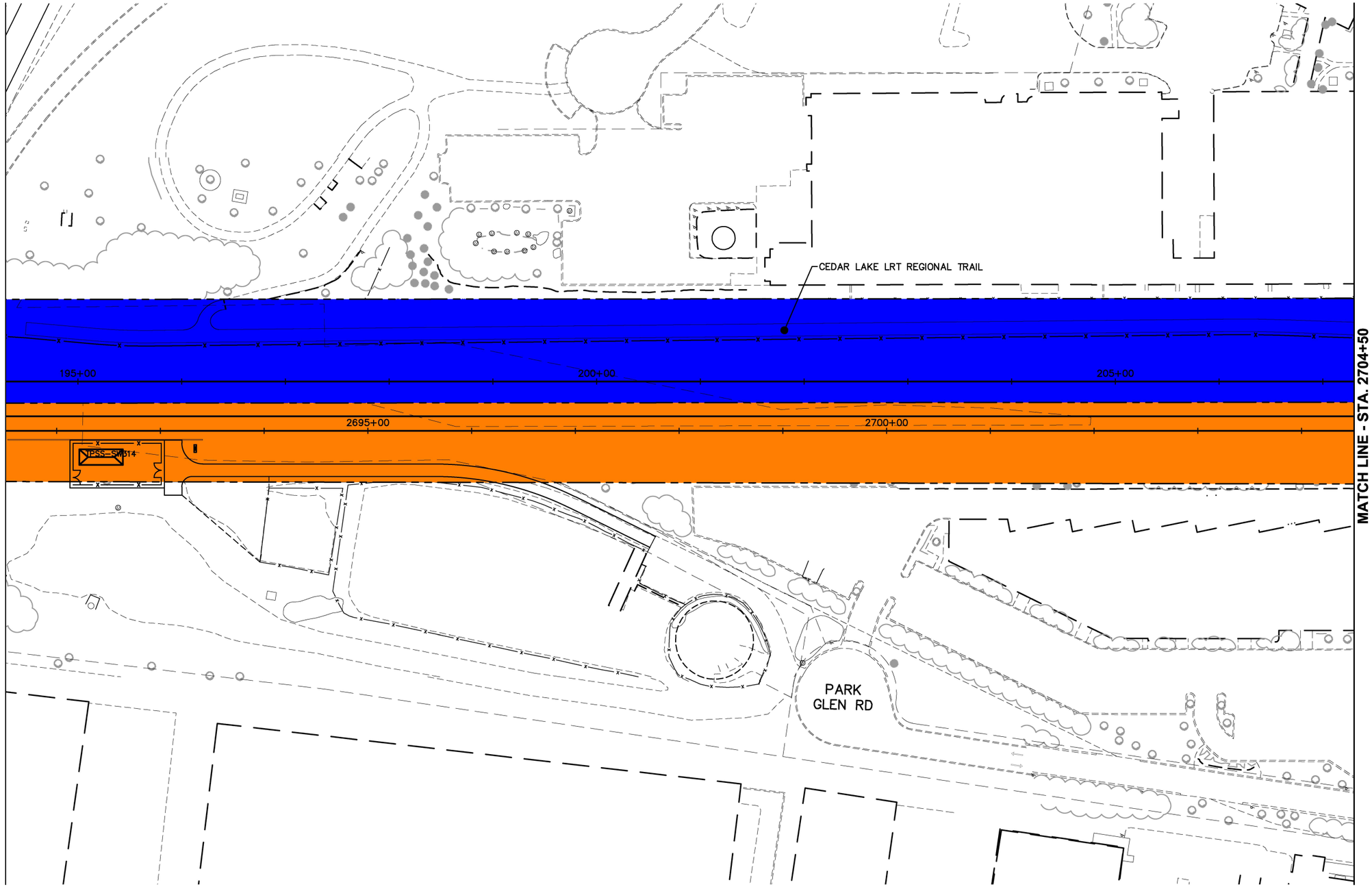
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 27 OF 29

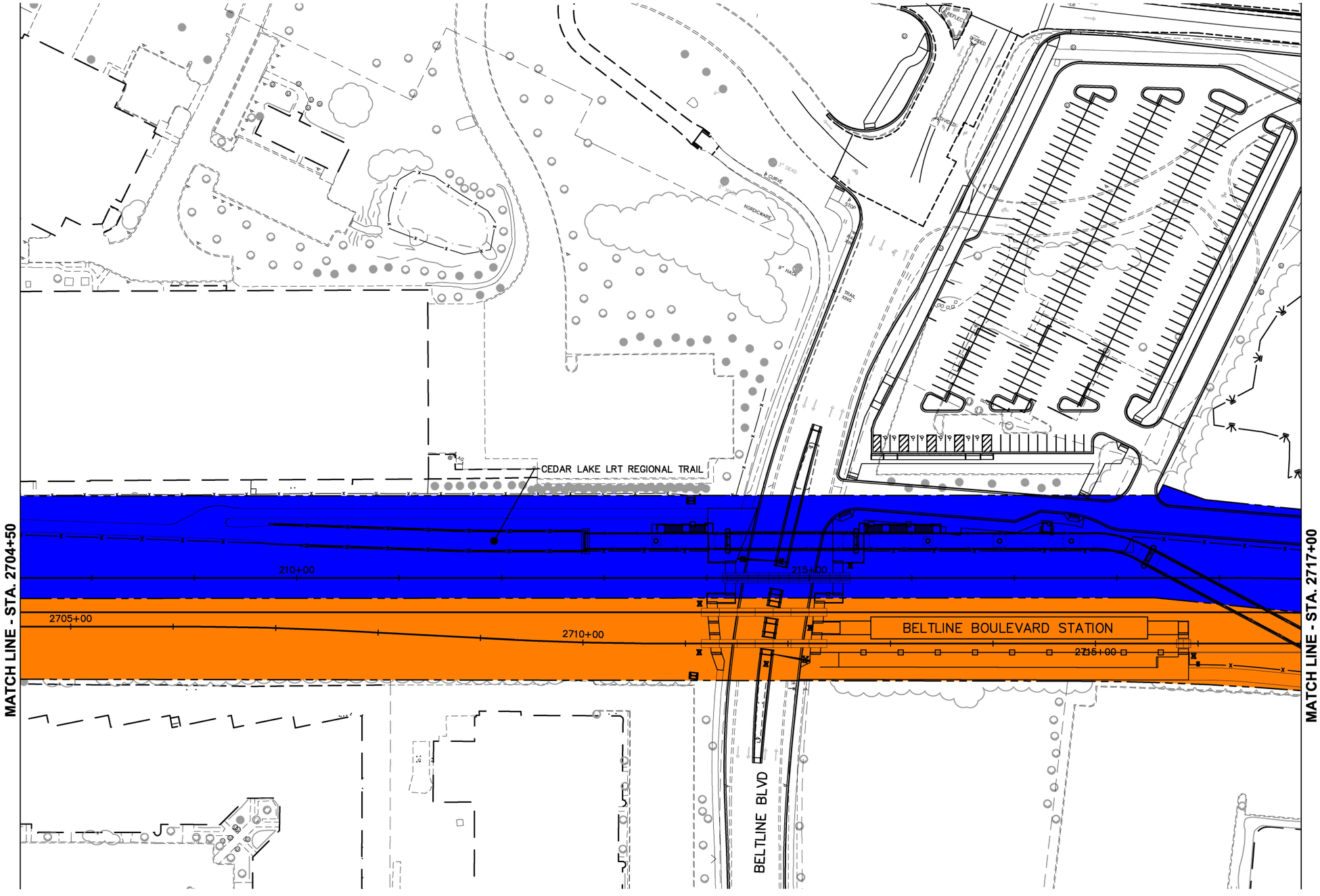
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 28 OF 29

Rev 0
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS CONSTRUCTION DESCRIPTION
EXHIBIT A-2
SHEET 29 OF 29

Rev 0
02/28/2018

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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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EXHIBIT B-1

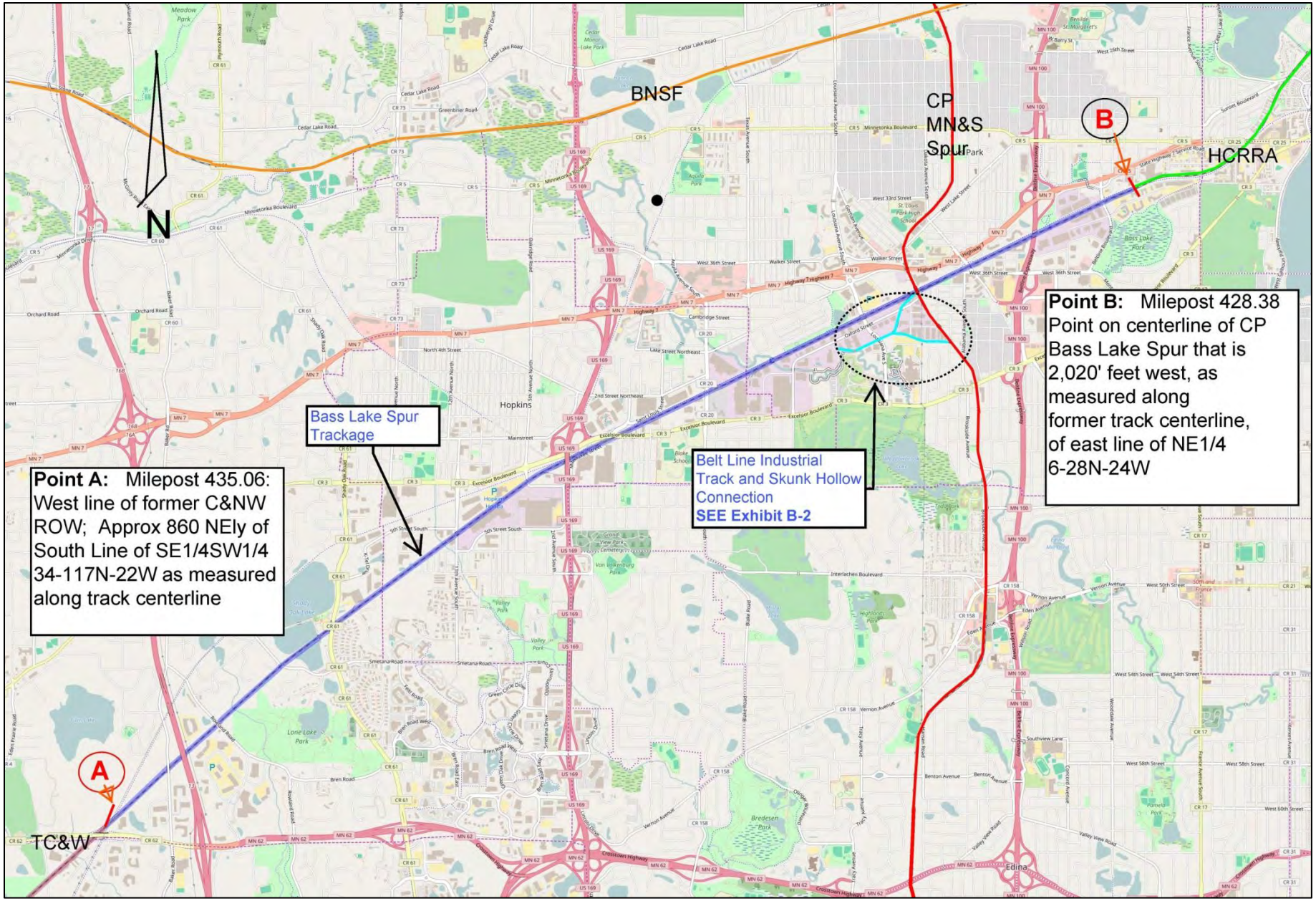

BNSF
CP
MN&S
Spur
B
HCRRA
N
Point B: Milepost 428.38
Point on centerline of CP
Bass Lake Spur that is
2,020' feet west, as
measured along
former track centerline,
of east line of NE1/4
6-28N-24W
Bass Lake Spur
Trackage
Belt Line Industrial
Track and Skunk Hollow
Connection
SEE Exhibit B-2
Point A: Milepost 435.06:
West line of former C&NW
ROW; Approx 860 NEly of
South Line of SE1/4SW1/4
34-117N-22W as measured
along track centerline
A
TC&W
Hopkins
Edina

EXHIBIT B-2

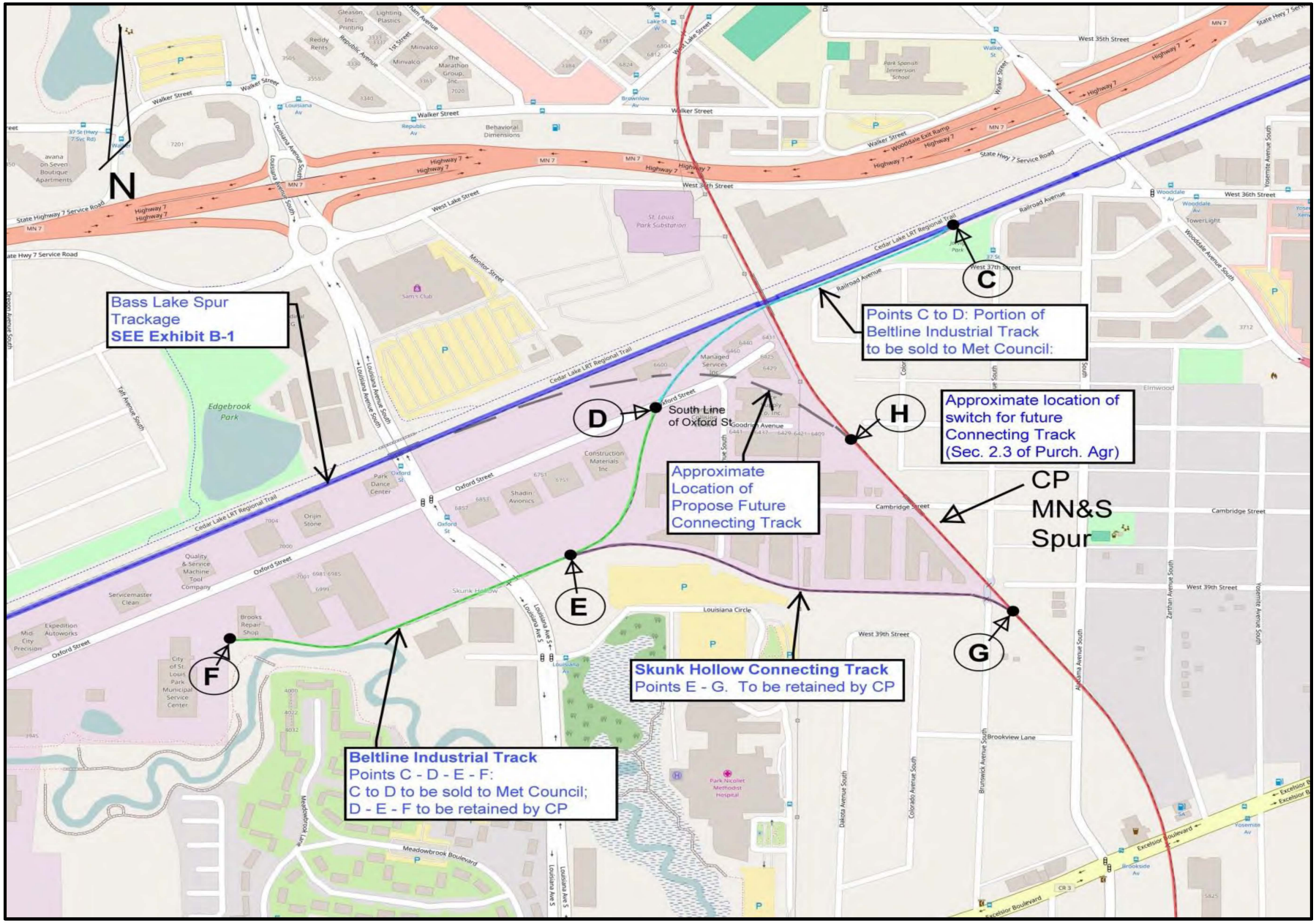

N
Bass Lake Spur
Trackage
SEE Exhibit B-1
Points C to D: Portion of
Beltline Industrial Track
to be sold to Met Council:
C
D
South Line
of Oxford St
H
Approximate location of
switch for future
Connecting Track
(Sec. 2.3 of Purch. Agr)
Approximate
Location of
Propose Future
Connecting Track
CP
MN&S
Spur
E
F
G
Skunk Hollow Connecting Track
Points E - G. To be retained by CP
Beltline Industrial Track
Points C - D - E - F:
C to D to be sold to Met Council;
D - E - F to be retained by CP
Edgebrook
Park
Cedar Lake LRT Regional Trail
Oxford Street
Cambridge Street
West 39th Street
Louisiana Circle
Meadowbrook Boulevard
Excelsior Boulevard
Brookview Lane
Railroad Avenue
West 37th Street
West 36th Street
West 35th Street
Walker Street
West Lake Street
Monitor Street
Louisiana Avenue South
Dakota Avenue South
Colorado Avenue South
Brunswick Avenue South
Alabama Avenue South
Zarthan Avenue South
Yosemite Avenue South
Woodale Avenue South
Highway 7
MN 7
State Highway 7 Service Road
Park Nicollet
Methodist
Hospital
Sam's Club
St. Louis
Park Substation

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:_____
>
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:_____
>
Its: >

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Council No. 18I022

HCRRA No. A188711

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 Statues 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:	To HCRRA:
Metropolitan Council	Hennepin County Regional Railroad Authority
Attn: Regional Administrator	Attn: Executive Director
390 Robert Street North	A2300 Hennepin County Government Center
Saint Paul, Minnesota 55101	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: _____
Deputy Executive Director

Date: _____

Reviewed by County Attorney's Office

_____
Assistant County Attorney

By: _____
Executive Director

Date: _____

Date: _____

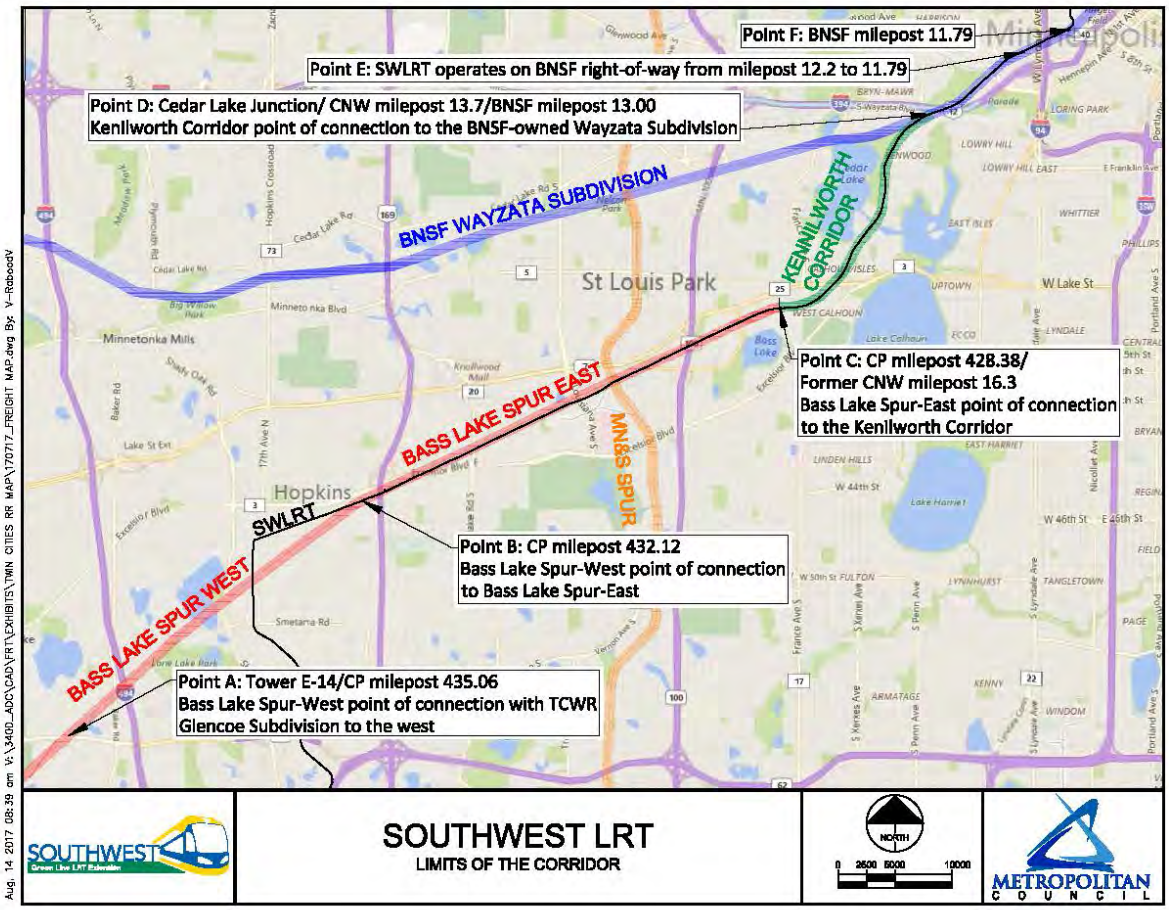
HENNEPIN COUNTY acknowledges its rights as a third-party beneficiary as provided in Section 14.

By: _____

Date: _____

EXHIBIT A

Limits of the Corridors



Aug. 14, 2017 08:39 am V:\3400_ADC\CAD\FRT\EXHIBITS\TWIN CITIES RR MAP\170717_FREIGHT MAP.dwg By: V--RobosdV

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.

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

MP 435.06

MATCH LINE - A

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 01 OF 29

Rev 0
02/28/2018

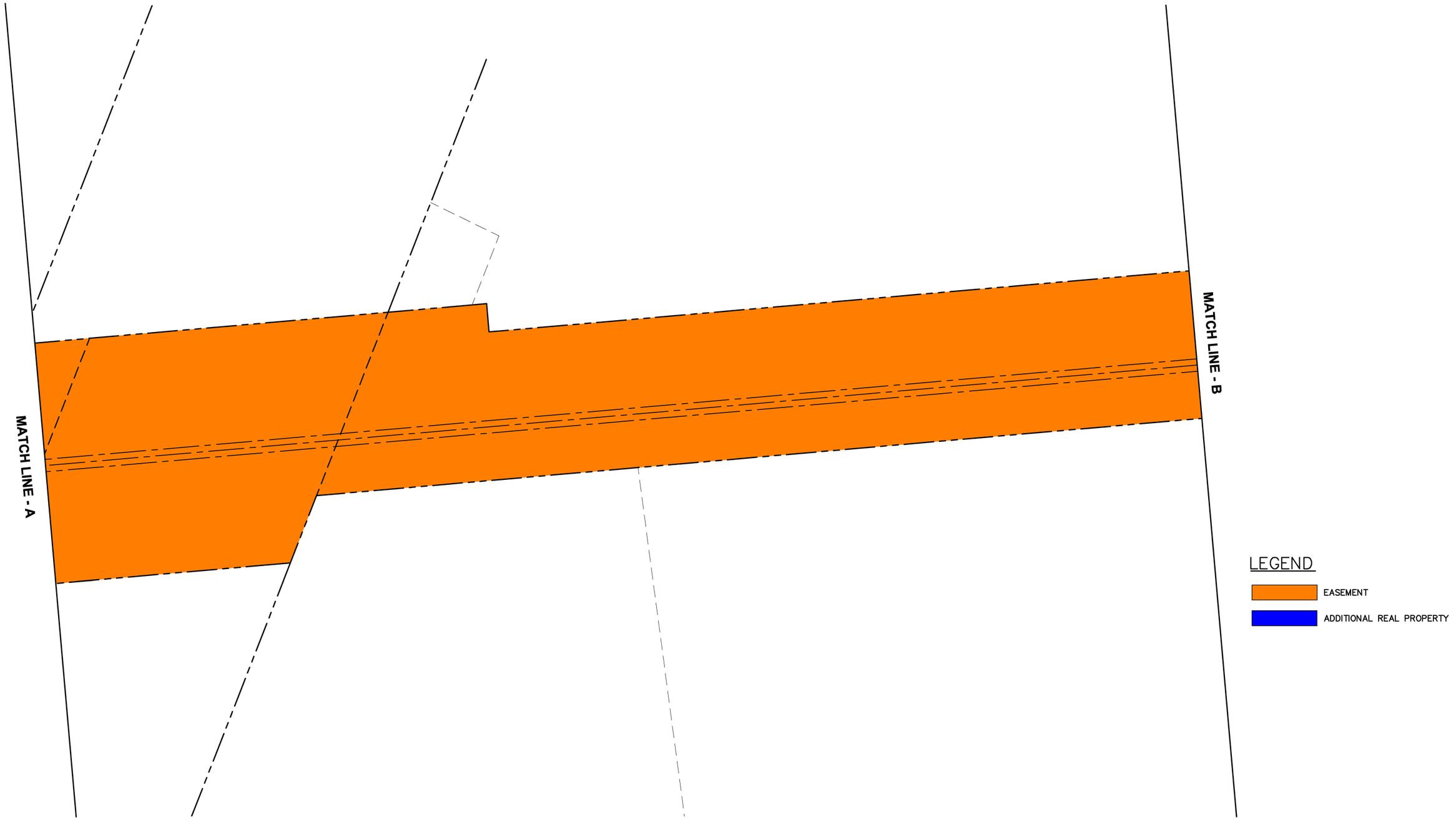
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SCALE

METROPOLITAN COUNCIL

AECOM
Kimley»Horn

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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 02 OF 29

Rev 0
02/28/2018

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METROPOLITAN COUNCIL

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MATCH LINE - B

MATCH LINE - C

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 03 OF 29

Rev 0
02/28/2018

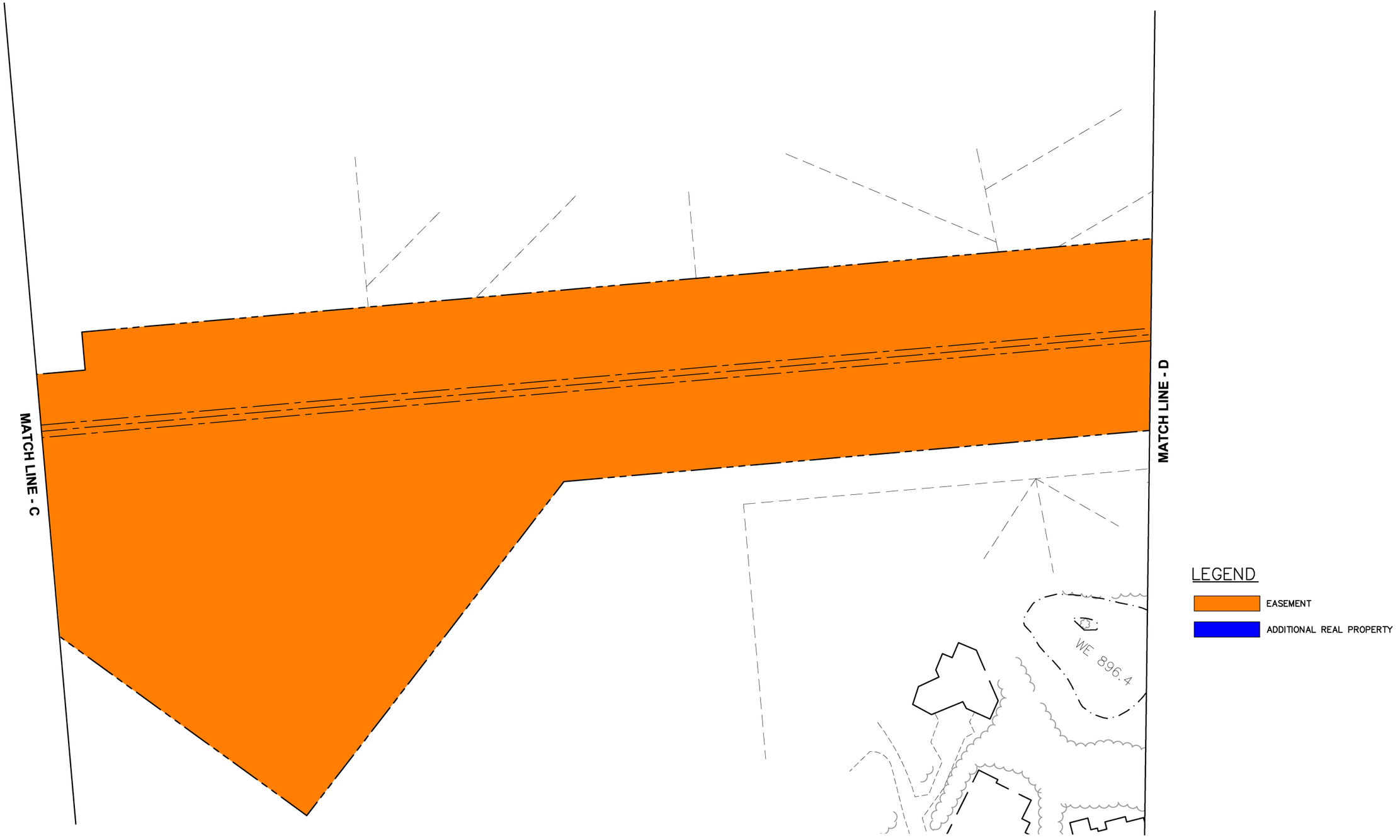
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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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MATCH LINE - D

MATCH LINE - E

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 05 OF 29

Rev 0
02/28/2018

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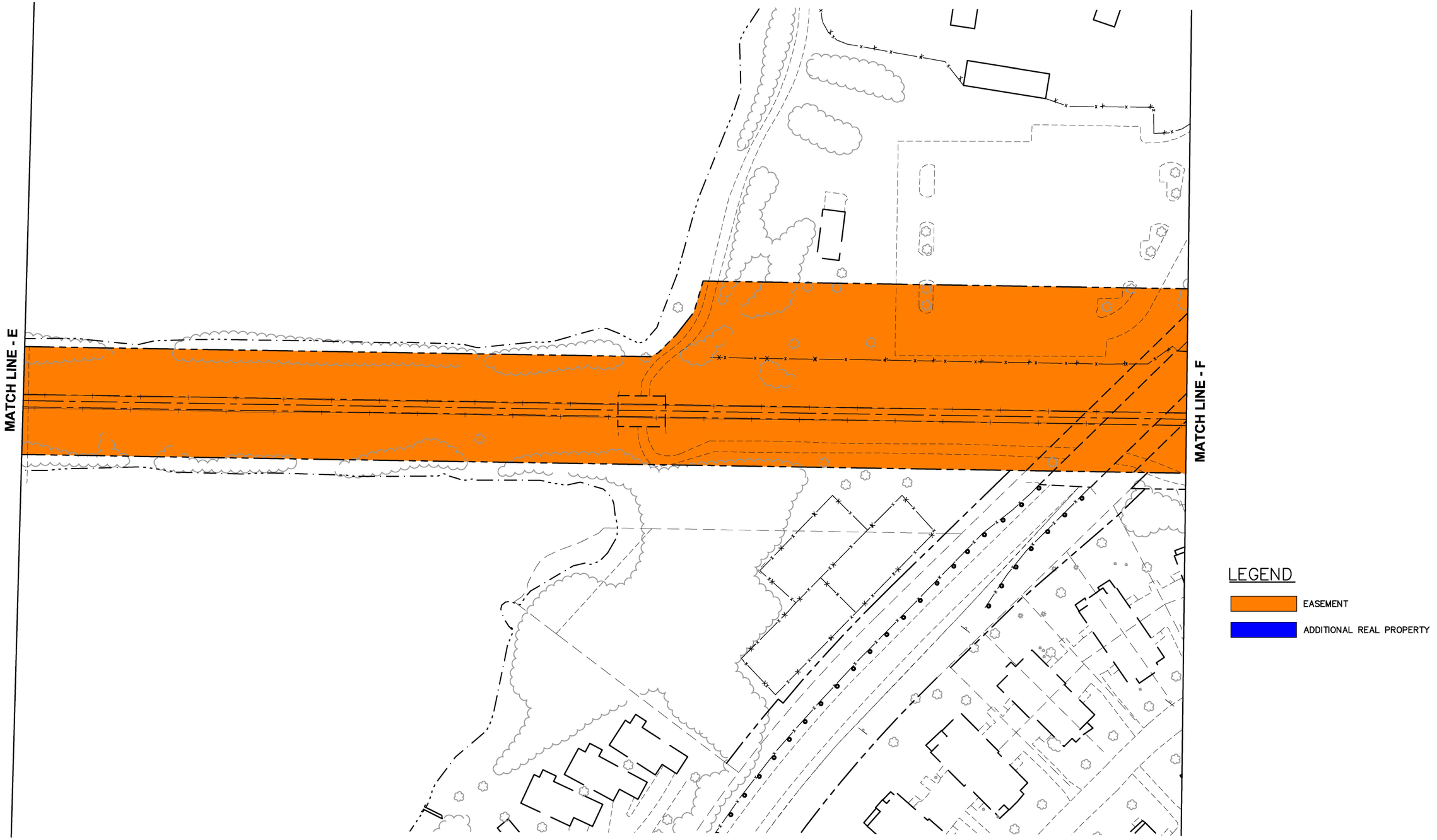
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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 06 OF 29

Rev 0
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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MATCH LINE - G

MATCH LINE - H

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

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SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 07 OF 29

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02/28/2018

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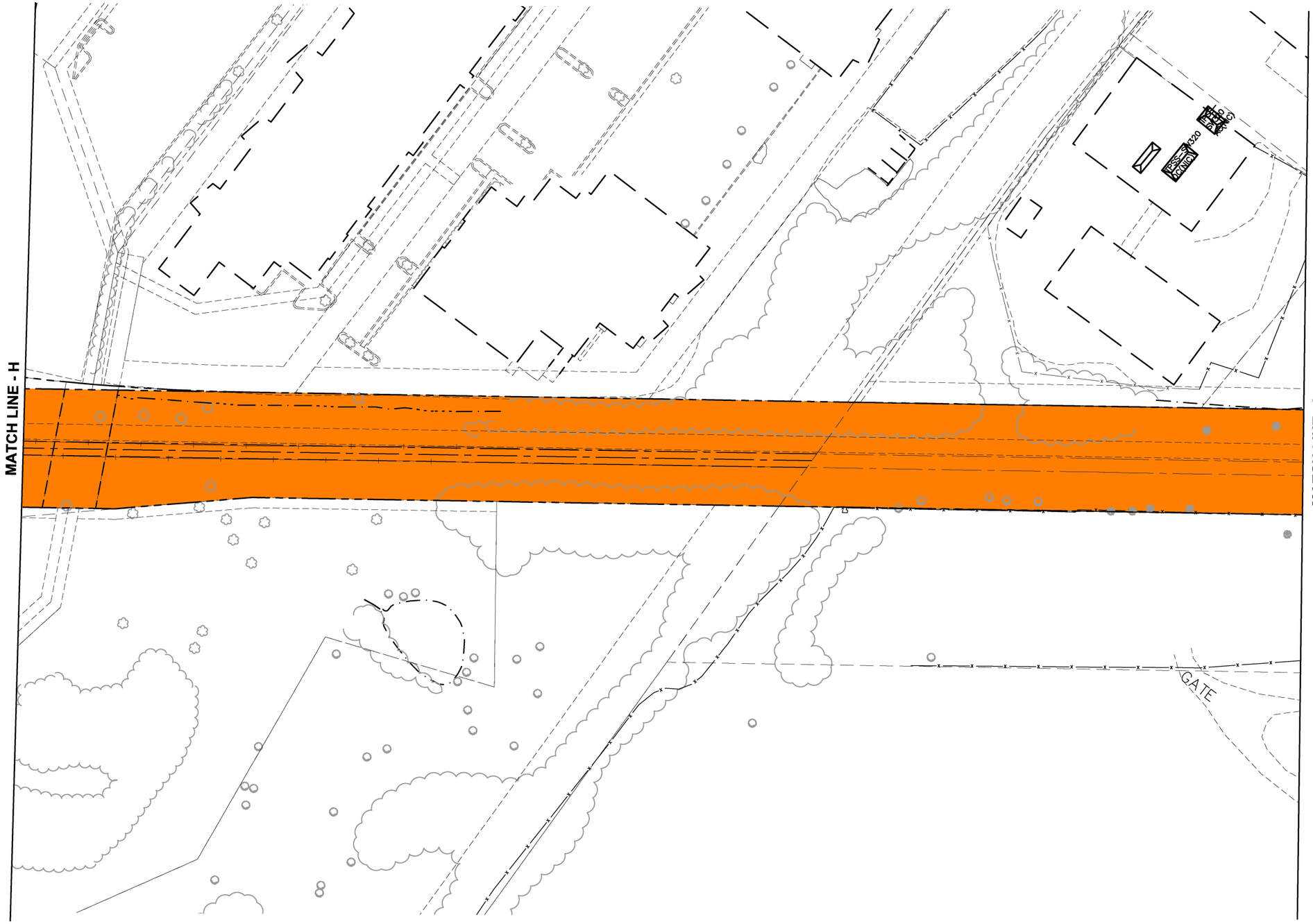
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SOUTHWEST
Green Line LRT Extension

METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 08 OF 29

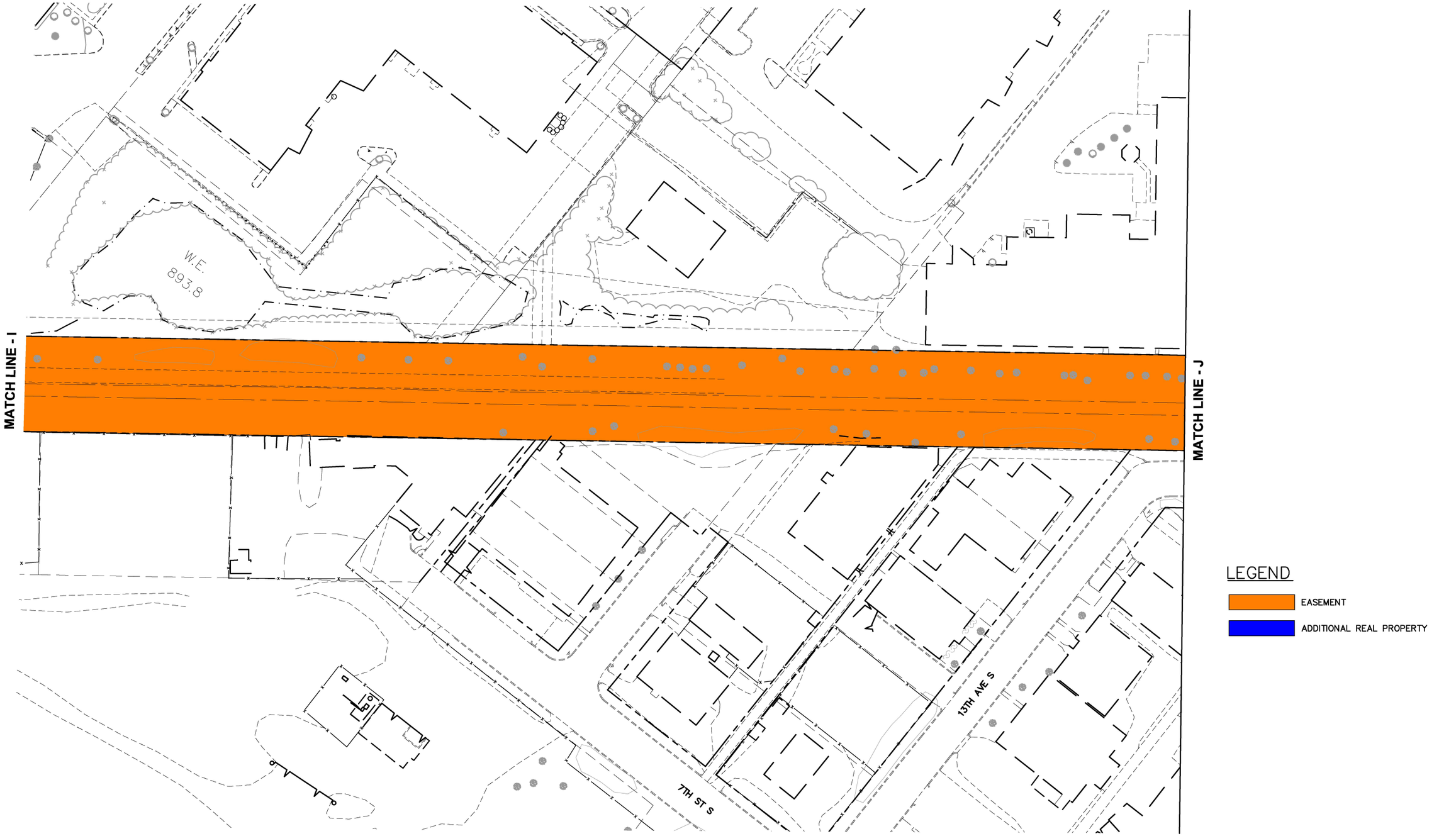
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
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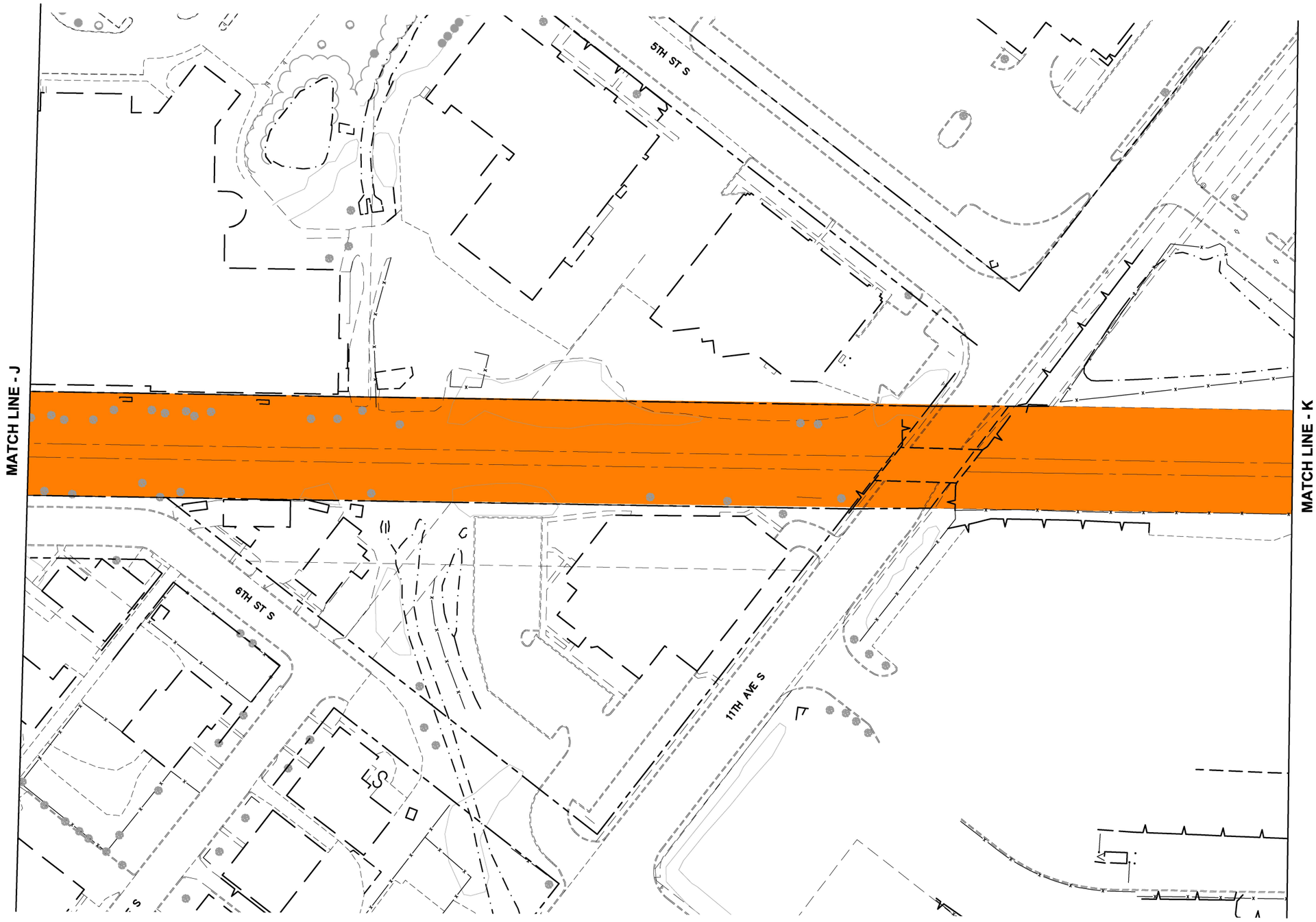
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DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 10 OF 29

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MATCH LINE - K

MATCH LINE - L

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 11 OF 29

Rev 0
02/28/2018

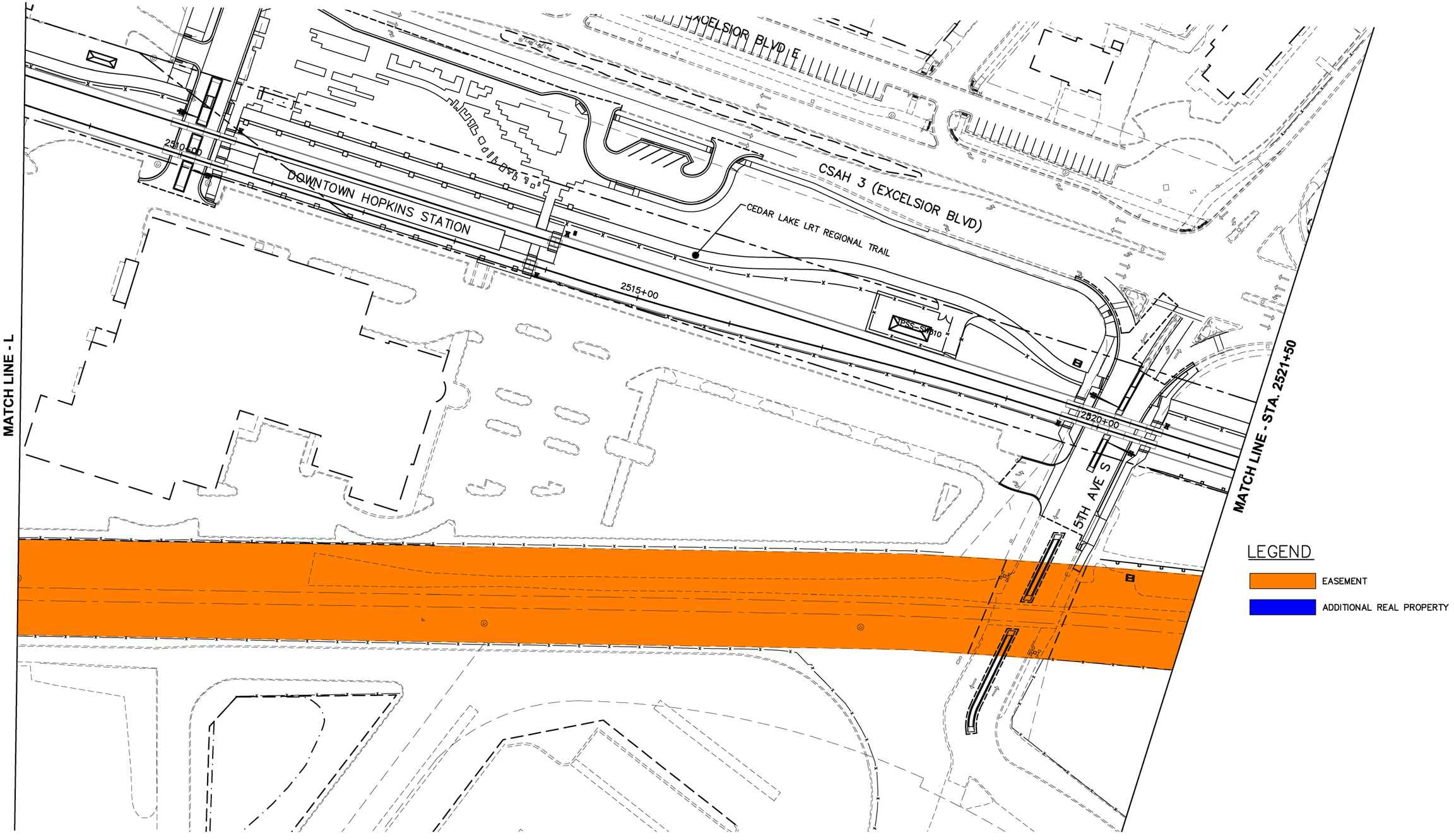
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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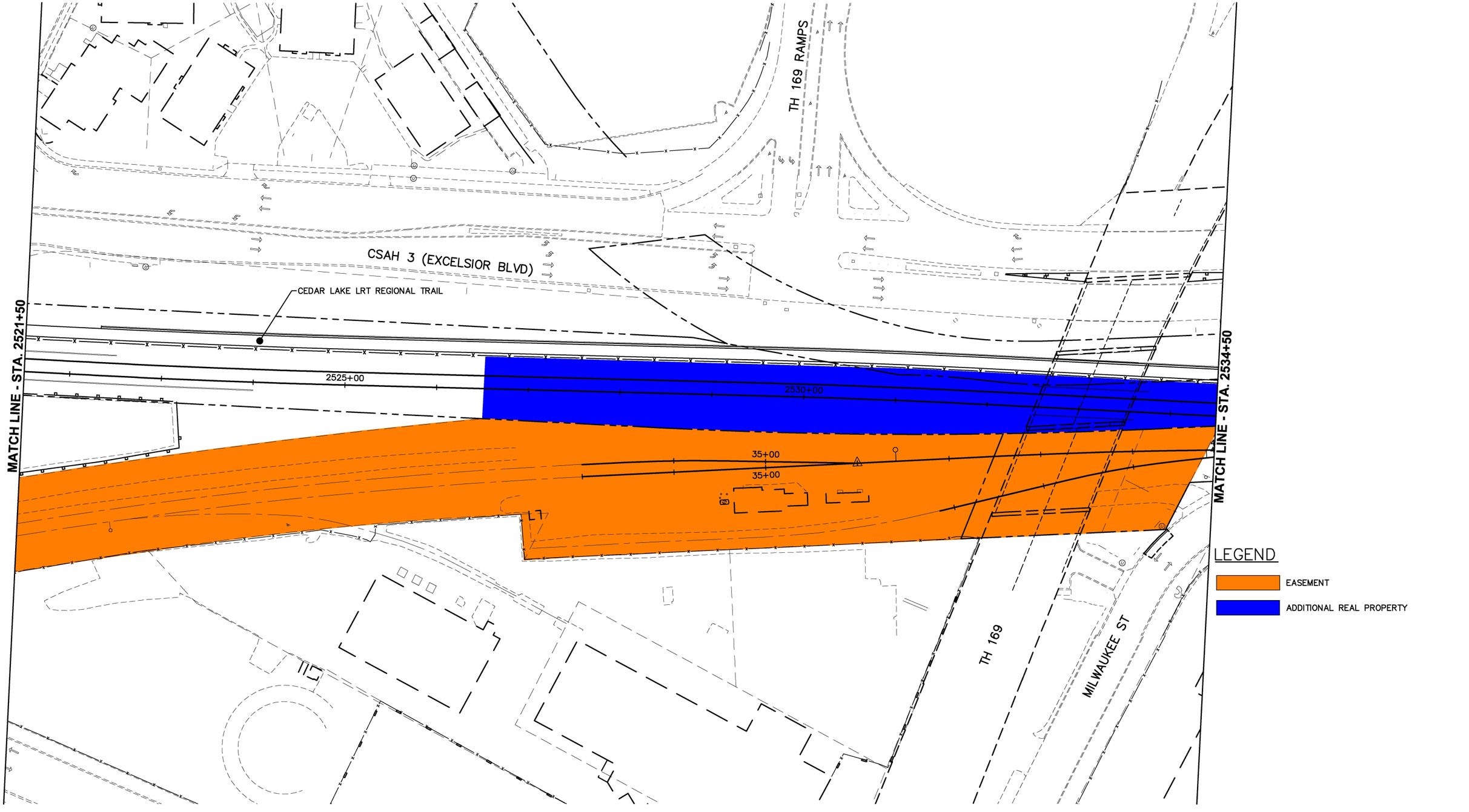
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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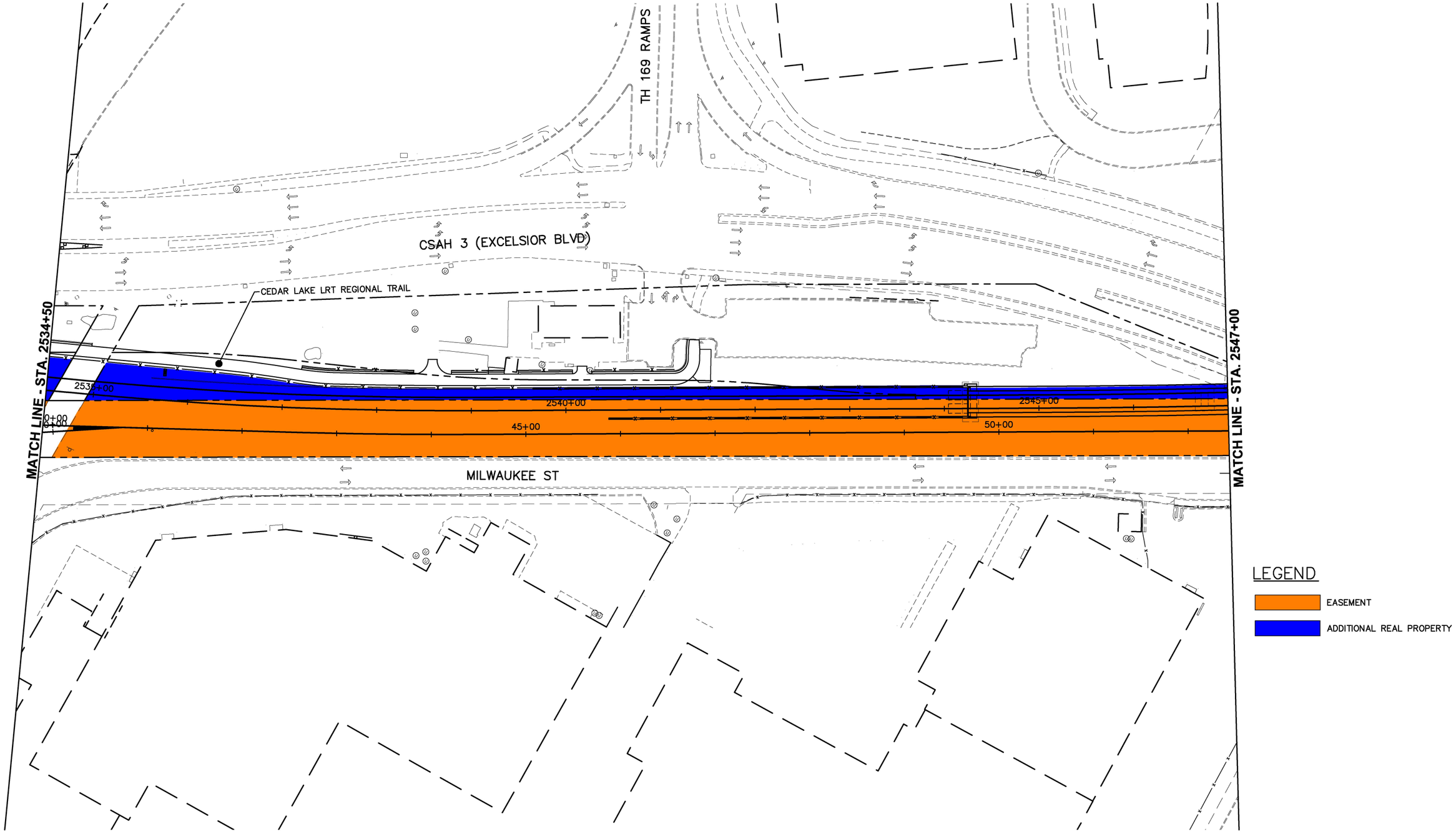
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SOUTHWEST
Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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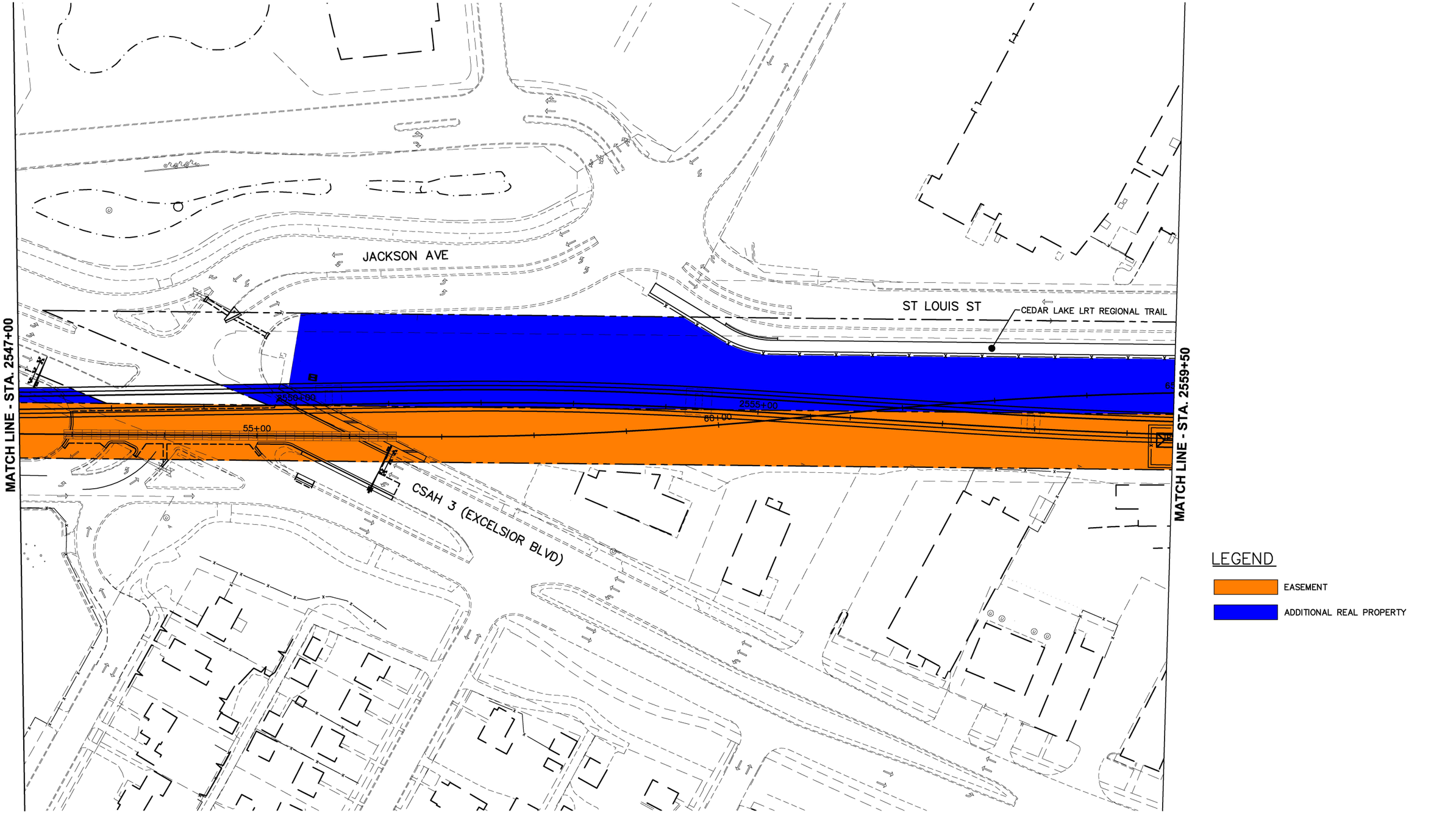
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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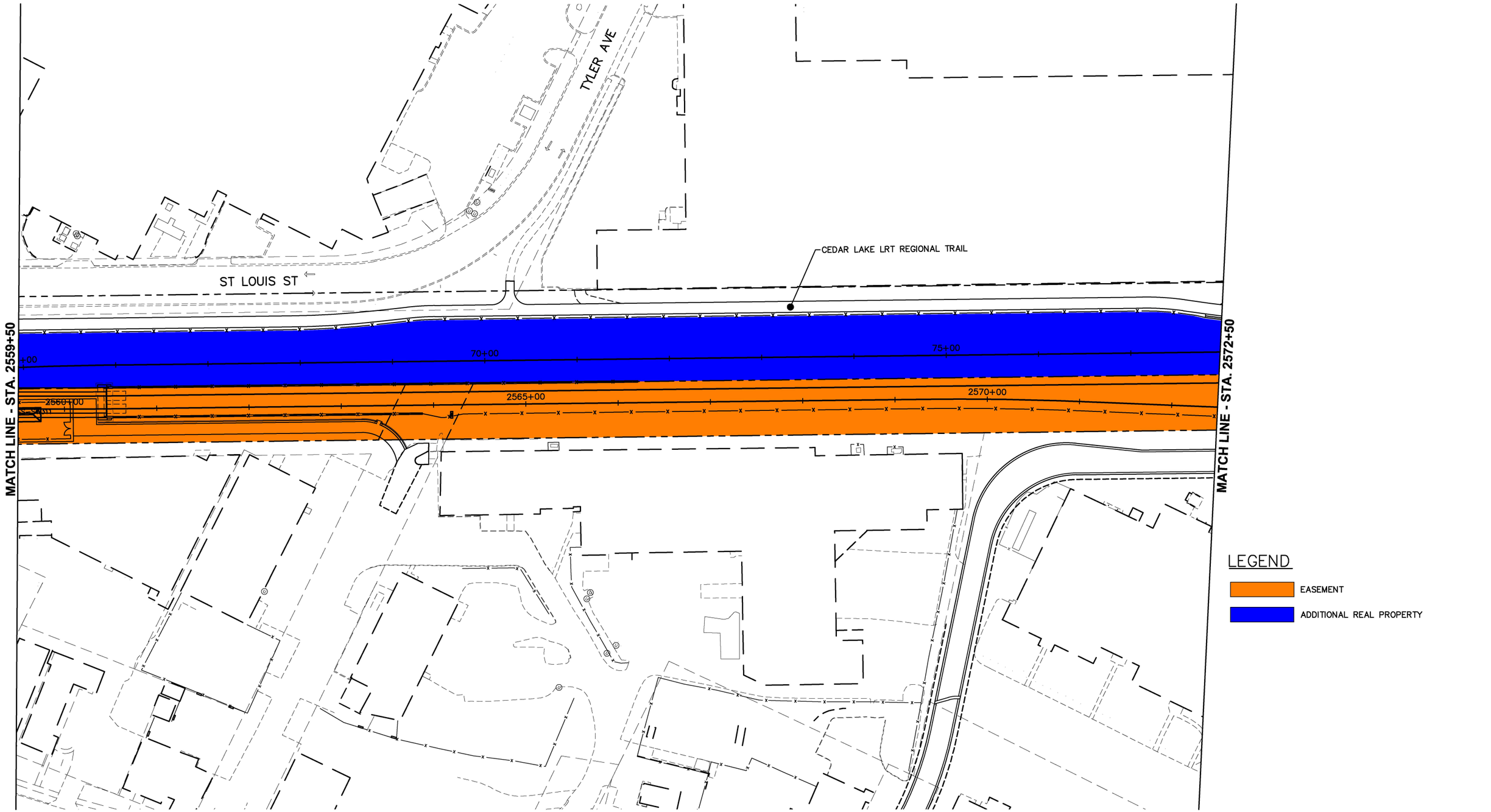
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SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
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SHEET 16 OF 29

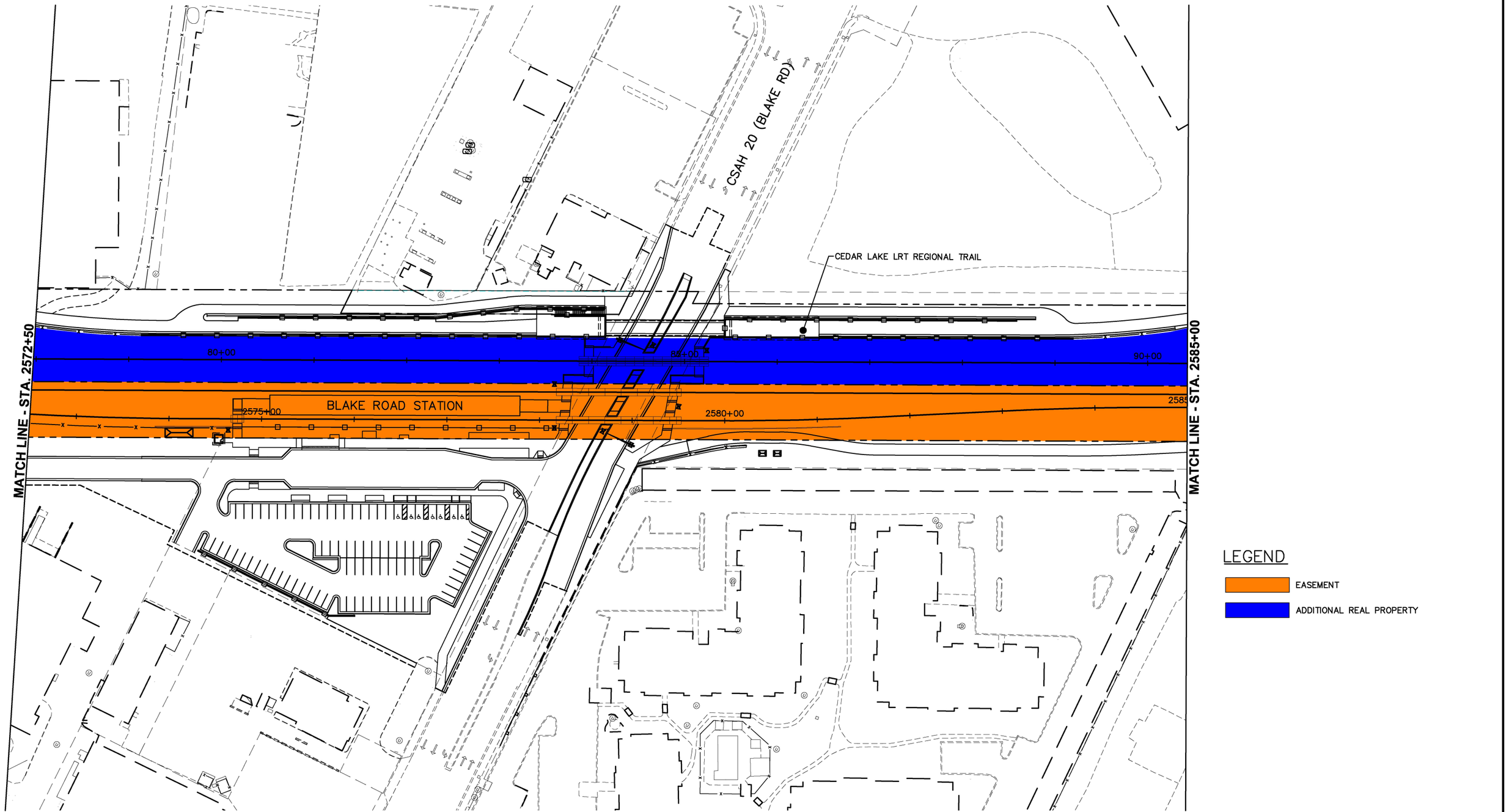
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 17 OF 29

Rev 0
02/28/2018

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SCALE

METROPOLITAN COUNCIL

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 18 OF 29

Rev 0
02/28/2018

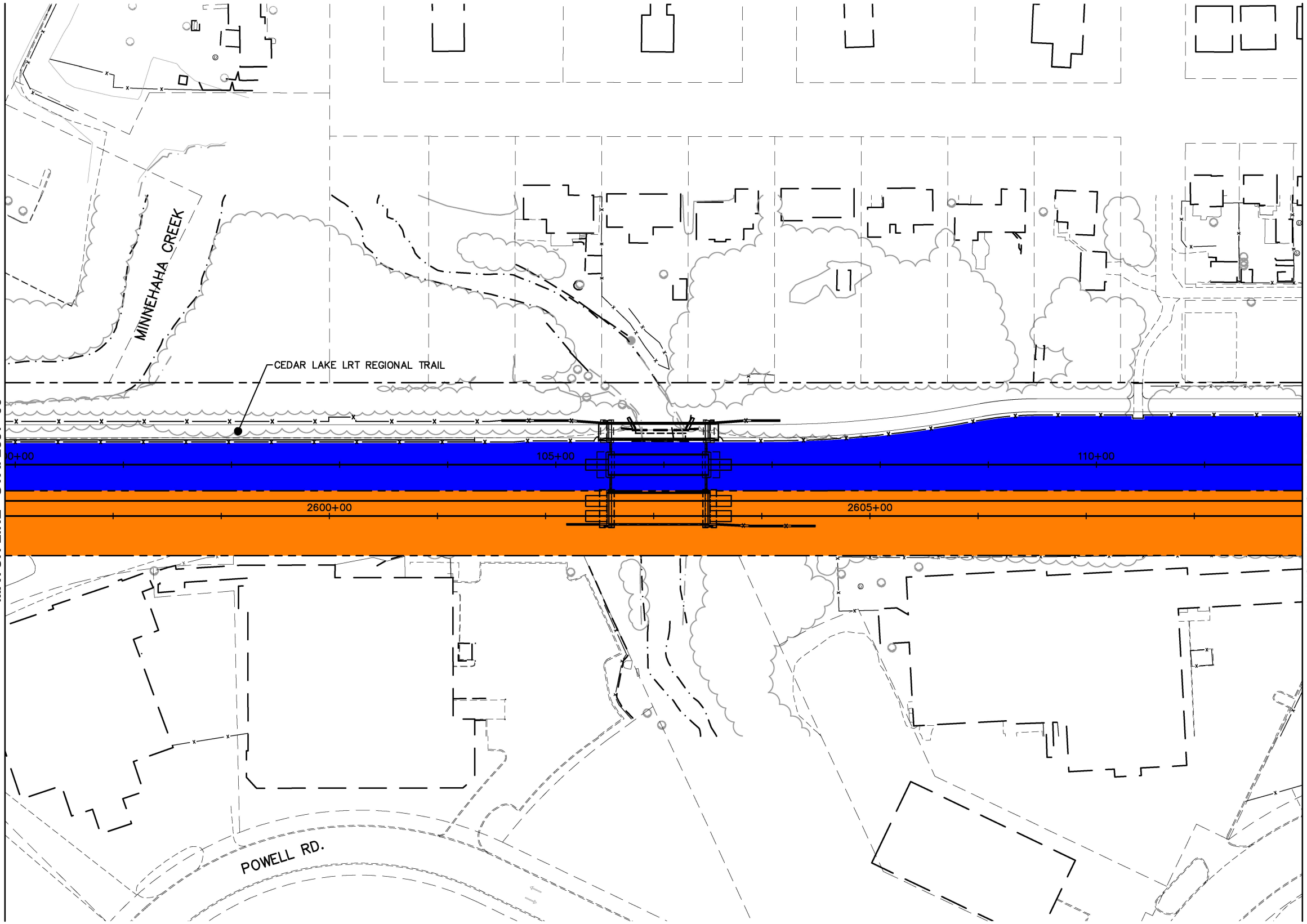
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SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 19 OF 29

Rev 0
02/28/2018

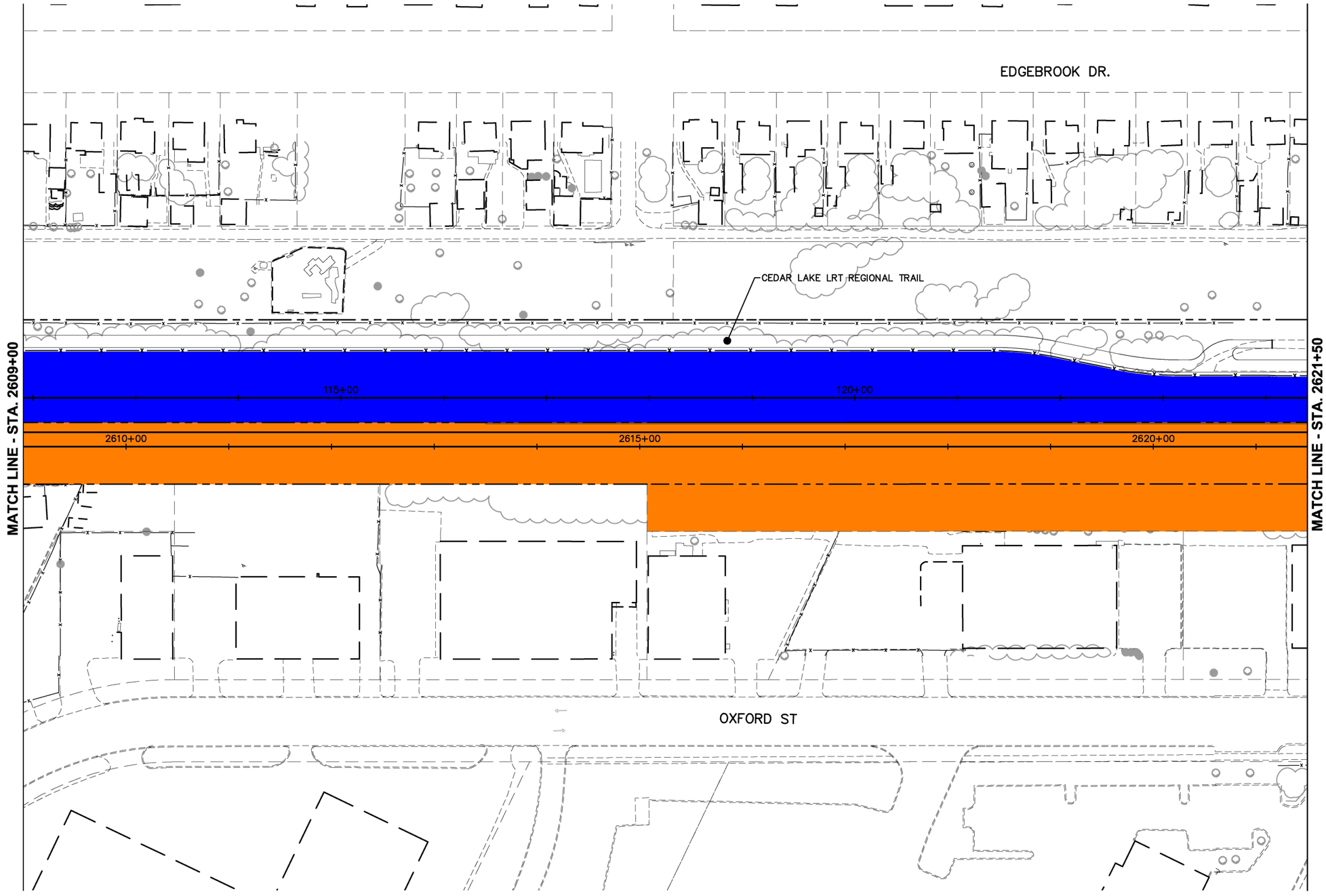
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DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 20 OF 29

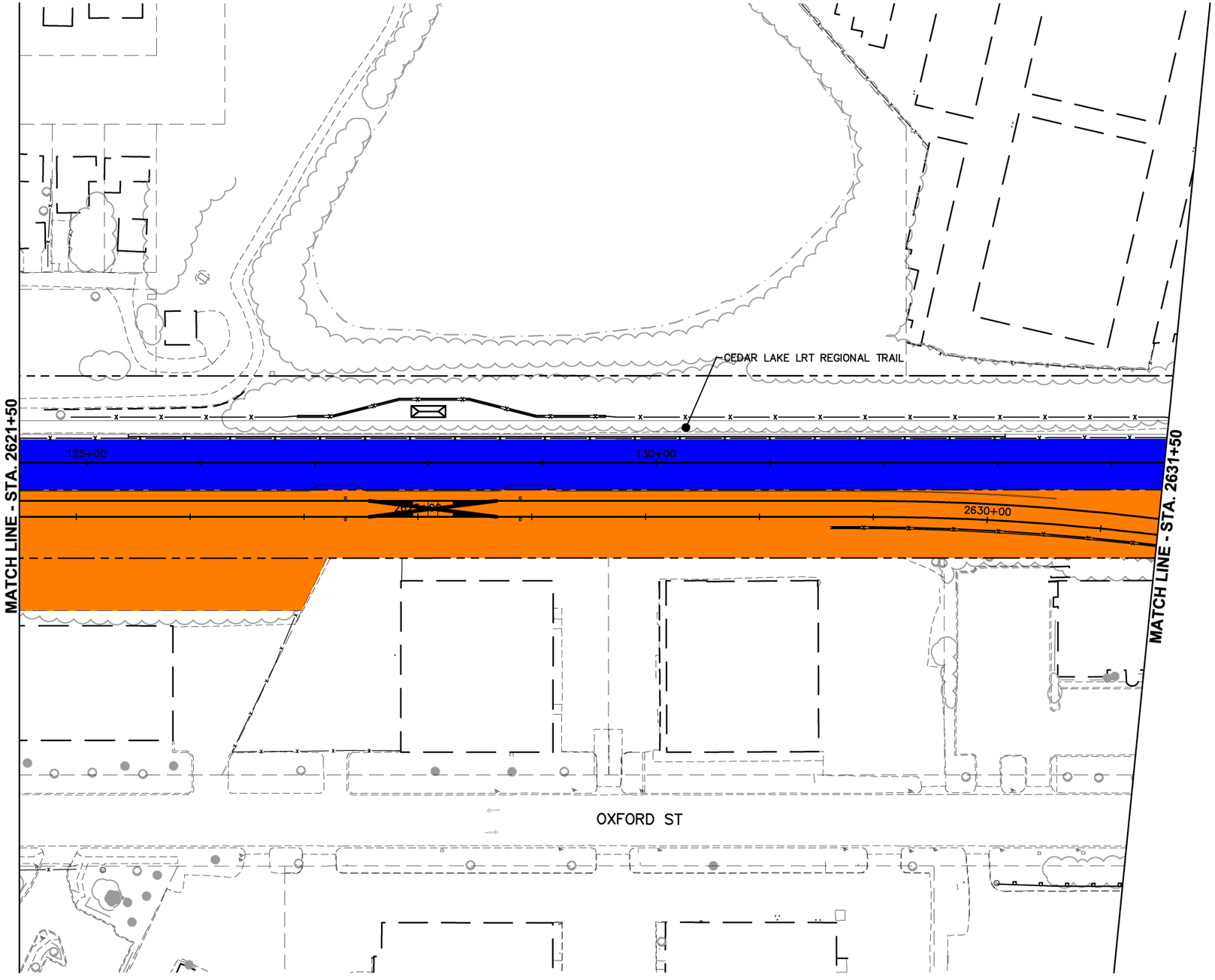
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METROPOLITAN COUNCIL

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LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 21 OF 29

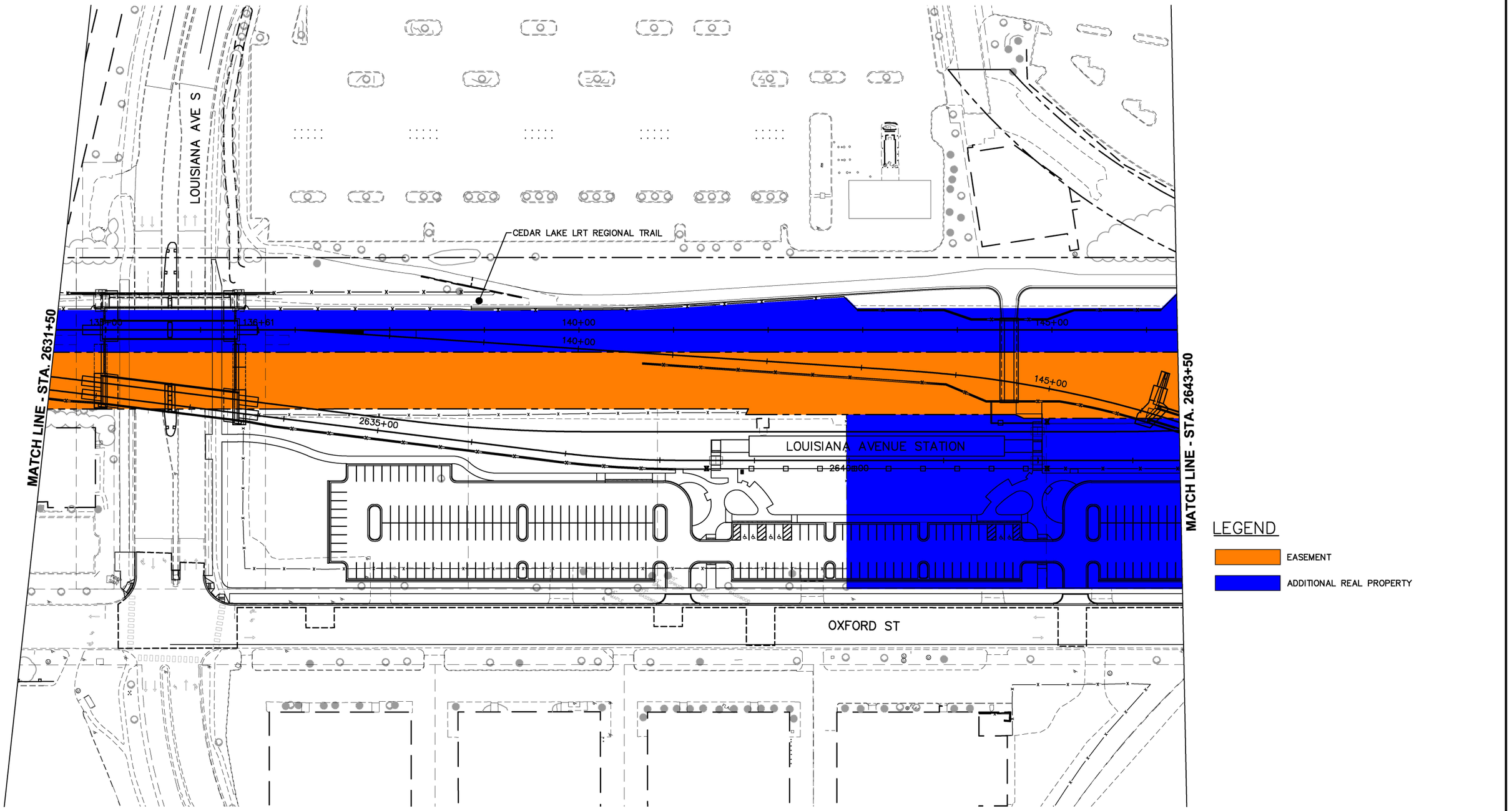
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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 22 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 23 OF 29

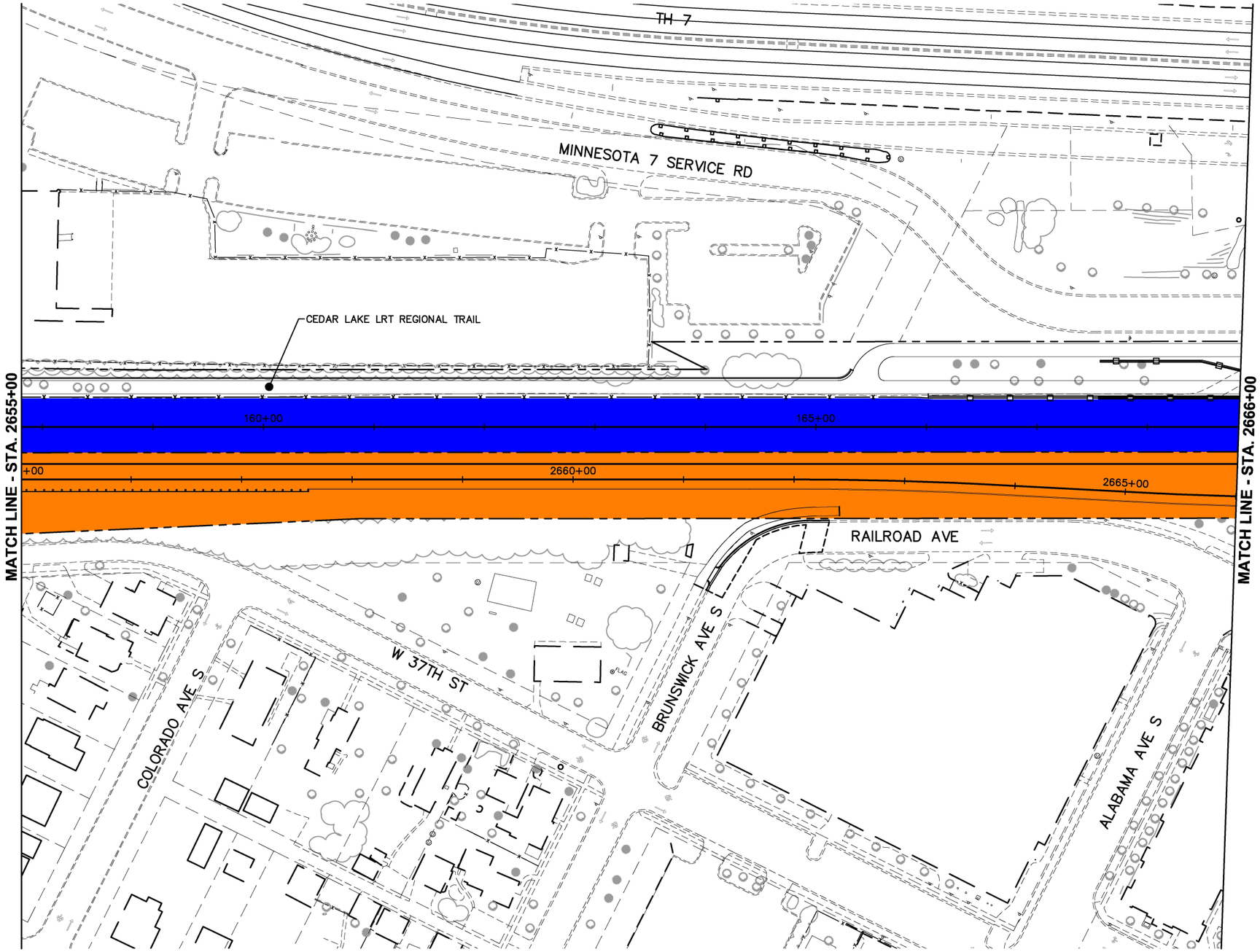
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02/28/2018

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METROPOLITAN COUNCIL

AECOM Kimley»Horn

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 24 OF 29

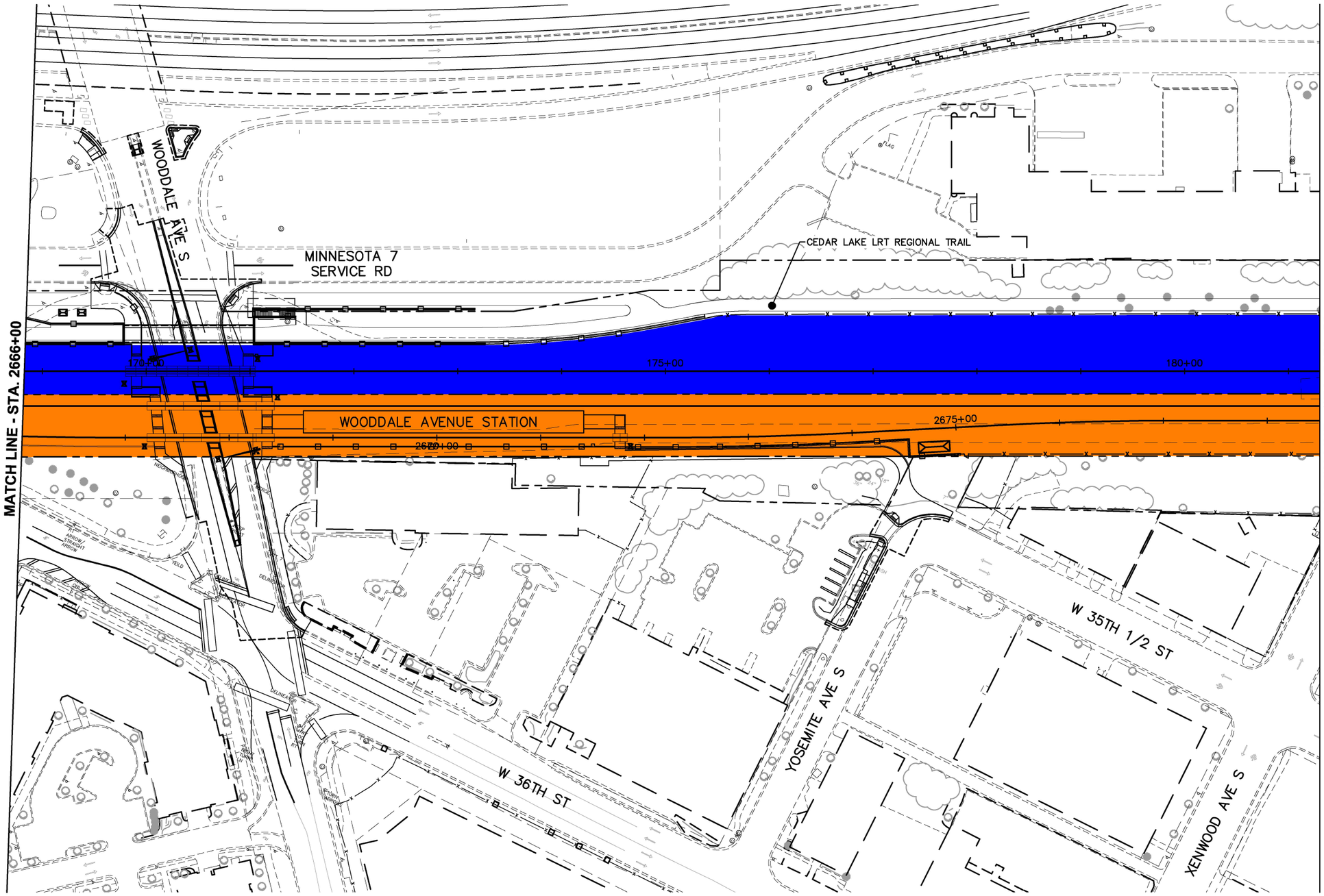
Rev 0
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 25 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

METROPOLITAN COUNCIL

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MINNESOTA 7 SERVICE RD.

CEDAR LAKE LRT REGIONAL TRAIL

TH 100

MATCH LINE - STA. 2678+50

185+00

190+00

2680+00

2685+00

2690+00

MATCH LINE - STA. 2691+50

CAMERATA WAY

TH 100

LEGEND

EASEMENT

ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 26 OF 29

Rev 0
02/28/2018

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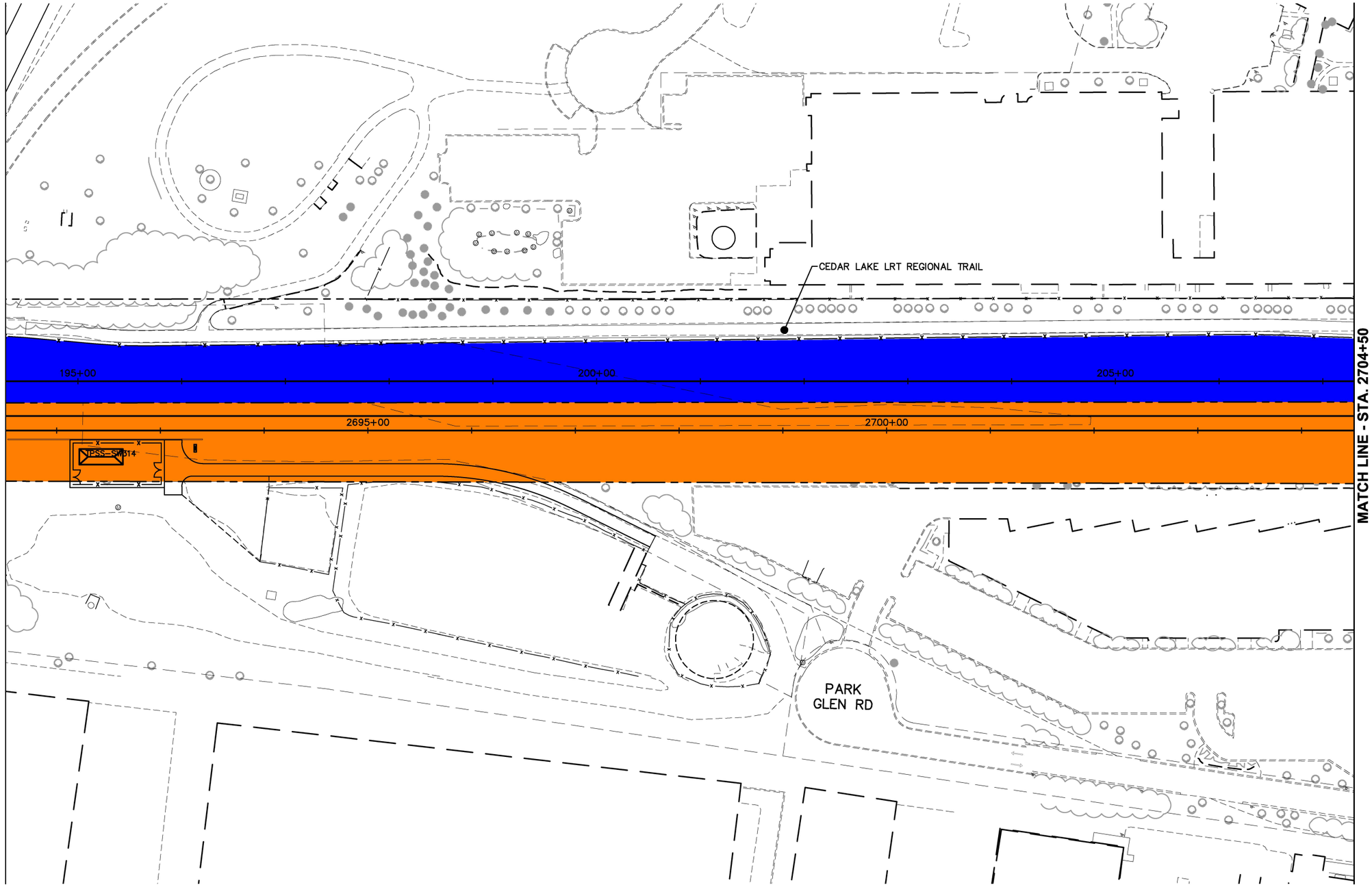
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METROPOLITAN COUNCIL

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LEGEND

- EASEMENT
- ADDITIONAL REAL PROPERTY

DRAFT-WORK IN PROCESS

SOUTHWEST Green Line LRT Extension

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 27 OF 29

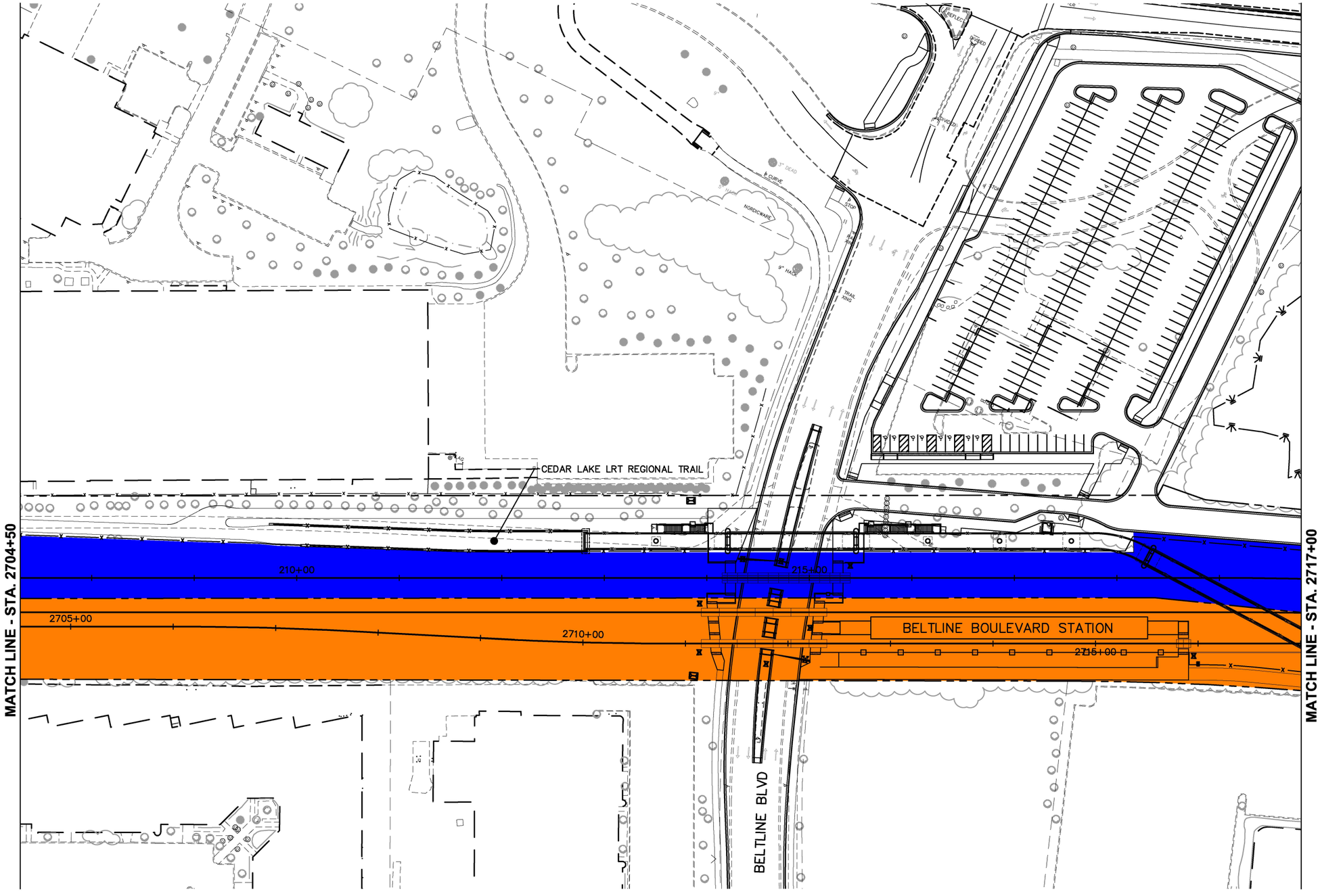
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METROPOLITAN COUNCIL

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 28 OF 29

Rev 0
02/28/2018

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DRAFT-WORK IN PROCESS

SOUTHWEST LIGHT RAIL

BLS PERMANENT DESCRIPTION
EXHIBIT E
SHEET 29 OF 29

Rev 0
02/28/2018

NORTH
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SCALE

SOUTHWEST Green Line LRT Extension

METROPOLITAN COUNCIL

AECOM Kimley»Horn

Mar, 19 2018 09:53 am V:\3400_ADC\CAD\OVERALL\EXHIBITS\HCRRA PARCELS\E2-HCRRA-LAND TRANSFER-CP-02.dwg By: FosmoTL

Exhibit D: Form of Grant to Seller of Transmission Lines Easement

Exhibit D: Form of Grant to Seller of Transmission Lines Easement

THIS TRANSMISSION LINES EASEMENT AGREEMENT ("Transmission Lines Easement"), is made and entered into this _____day of _____, 201__, by and between

the **METROPOLITAN COUNCIL**, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 (the "**Grantor**")

and

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific of 700 Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, Minnesota 55402 (the "**Grantee**").

RECITALS

1. The Grantee conveyed the real property identified on the attached **Exhibit** "**A**" (the "**Property**") to the Grantor for the construction, operation, and maintenance of a light rail transit system (the "**LRT**").

2. Pursuant to the purchase agreement through which the Grantor purchased the Property from the Grantee (the "**Purchase Agreement**"), the Grantor is required to grant Grantee an easement for the placement, operation and maintenance of transmission lines on the Property subject to the terms of this Transmission Lines Easement.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Use. The Grantor, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, subject to the terms and conditions set forth in this Transmission Lines Easement, a perpetual easement in gross for the construction, operation and maintenance of longitudinal pipelines, fiber optic cable and transmission lines and necessary and reasonable above or below grade appurtenances thereto (individually a "**Transmission Line**," or collectively the "**Transmission Lines**") over, under and running lengthwise on the Property described on the attached **Exhibit** "**B**" (the "**Transmission Lines Easement**").

Grantee may licensee or sell to third parties ("**Permittees**") all or any portion of its rights herein. Any act, forbearance, covenant, condition, liability or procedure herein required or incumbent upon the Grantee shall also apply to its Permittees and each of their respective employees, agents, contractors, and invitees. Grantor agrees to work directly with any of Grantee's Permittees in respect to access and activities on the Property pursuant to Grantee's rights herein. Satisfactory performance by a Permittee of any obligation of Grantee herein shall be deemed to be satisfactory performance by Grantee.

The Transmission Lines Easement is granted subject to all currently existing easements, permits, leases and licenses, if any, affecting the portion or portions of the Transmission Lines Easement Area upon which the Transmission Lines are to be located.

Specifically, this Transmission Lines Easement is granted subject to the provisions of an easement granted by Grantee to MCI Telecommunications Corporation ("**MCI**"), originally dated as of June 11, 1993 and as subsequently amended (the "**MCI Agreement**"), whereby Grantee granted to MCI the right to construct, use, maintain and repair fiber optic utilities on the Property. Grantor acknowledges receipt of a copy of the MCI Agreement including amendments thereto. The Parties agree that should there be any conflict between the requirements of this Transmission Lines Easement and the MCI Agreement, the MCI Agreement shall govern.

Additionally, the Transmission Lines Easement shall be subject to any future agreement between Grantee and Permittees that Grantor has reviewed and approved. The Easement rights granted herein shall be exclusive to Grantee in respect to Transmission Lines on the Property, but non-exclusive in respect to any other use upon the Property.

Except as specifically provided to the contrary, Grantee's rights shall not impair and shall at all times be subject to: (i) all currently existing easements, leases and licenses; (ii) a reservation of all rights of the Grantor not otherwise expressly granted to Grantee; and (iii) the rights of the Grantor to use the Property for the efficient construction, maintenance, repair, reconstruction, operation and servicing of the LRT and freight rail (such efficient construction, maintenance, repair, reconstruction, operation and servicing of the LRT improvements or freight rail are hereinafter referred to as "**Servicing of the LRT and Freight Rail**"); provided, however, that (a) the Grantor shall exercise the rights reserved to Grantor in a manner that is not inconsistent with the rights granted to Grantee hereunder, and (b) Grantor and its Permittees may not use the Property for the purpose of constructing or locating longitudinal Transmission Lines, except (i) for such longitudinal Transmission Lines as may be used solely in the operation of the LRT; and (ii) fiber to be installed in the Grantor's duct bank constructed for the LRT for the exclusive use by Hennepin County governmental agencies for non-revenue generating purposes to connect public agency facilities, traffic signals, and other publicly-owned sensors and communications equipment.

The Grantor shall not be liable to Grantee, its Permittees, successors, assigns, agents, contractors, licensees, invitees and tenants for any damages or loss or impairment of the use of the Transmission Lines Easement Area or any improvements or property located thereon, resulting from or arising out of the exercise by third parties of any currently existing rights, or the Servicing of LRT or Freight Rail unless due to the negligence or willful misconduct of Grantor, its agents, contractors or Permittees, or resulting from Grantor's breach of the terms of this Transmission Line Easement.

2. Plans. The Transmission Lines shall be constructed, operated, and maintained by Grantee or its Permittees in accordance with the provisions of all laws or ordinances now in force

or subsequently enacted and the direction of any public authority. Any plans for Transmission Line Work, "**Plans**," will be submitted to Grantor, in advance, to allow a full and adequate technical review by the Grantor, and the Transmission Lines shall not be constructed (or maintained, as the case may be) until such time as Grantor shall have completed such review and shall have provided written approval of such Work, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall use its best efforts to review Plans within 60 days of submission by Grantee or its agent.

Grantor agrees not to disclose or furnish to any third parties copies of the construction plans except: (i) with the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed, (ii) pursuant to a court order requiring same, or (iii) as otherwise required by law. To the extent disclosure is limited to third parties who use and occupy the corridor, this obligation of confidentiality shall not apply to the "as built" construction plans. Notwithstanding the foregoing, such construction plans may be disclosed or furnished by Grantor to lenders, prospective lenders, contractors or buyers and prospective buyers, upon receipt of appropriate confidentiality agreements from such parties.

3. Construction, Maintenance, Operation and Repair. All cost of construction, maintenance, operation, and repair of the Transmission Lines shall be paid by Grantee. Should the construction, maintenance, operation, or repair (collectively "**Work**") of the Transmission Lines necessitate any changes or alterations in the location or arrangement of any facilities presently existing upon the Transmission Lines Easement Area, the cost of such changes or alterations will be paid by Grantee. If Grantor or its Permittees elect to add improvements or to repair, alter or change in any way the Transmission Lines Easement Area, and if such repairs, alterations, changes, improvements or additions are reasonably anticipated by Grantor to affect the Transmission Lines or Grantee's rights under this Transmission Lines Easement Agreement, the Grantor and Grantee will determine, in accordance with the laws and ordinances then in effect, the safety and any encasement requirements. The cost of modifying or upgrading the Transmission Lines to meet such requirements will be borne solely by Grantee if necessitated for Servicing of LRT or Freight Rail.

4. Liens. Grantee covenants not to suffer any mechanics lien to be filed against the Property by reason of any Work, services or materials performed or furnished in connection with the Transmission Lines. If such mechanics lien shall at any time be filed, Grantee shall forthwith cause the same to be discharged of record by payment/ bond, order of a court of competent jurisdiction or otherwise, but Grantee shall have the right to contest any and all such liens. If Grantee shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy, Grantor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Grantor, and the amount so paid by Grantor and/or all costs and expenses incurred by Grantor in procuring the discharge of such lien, including reasonable attorney's fees, shall be reimbursed by Grantee to Grantor on demand. Nothing contained in this Transmission Lines Easement shall be construed as consent on the part of Grantor to subject Grantor's estate in the Property or any portion thereof to any lien or liability under the lien laws of the state of Minnesota.

5. Access. The Grantee, its employees, agents and contractors may only enter upon the Transmission Lines Easement Area subject to the following:

(a) Entry upon the Transmission Lines Easement Area will be at reasonable times during normal business hours to the extent practical upon not less than 48-hours prior notice to Grantor (except in the case of emergency repairs, in which case the Grantee shall provide notice as soon as reasonably practicable).

(b) Notwithstanding anything to the contrary, the Grantee and its Permittees' Work shall not unreasonably interfere with or impair the usefulness or function of the Property for Servicing of LRT or Freight Rail. If the Grantee anticipates that Transmission Line Work will interfere with or impair the use of the LRT or freight rail improvements, the Grantee will, prior to affecting such Work, present to the Grantor for its prior review and approval, a proposal detailing the scope and extent of the anticipated interference or impairment. If Grantor reasonably determines that Grantee's proposed activities will unreasonably interfere with the use of the LRT or freight rail improvements, the Grantor may suggest reasonable alternatives to the means or methods of affecting the Work that reduce or lessen the interference or impairment on the Grantor use of the Property, which the Grantee agrees to consider in good faith. Grantor and Grantee shall diligently and in good faith cooperate with each other to find a mutually acceptable means of addressing their respective needs.

(c) The Grantee shall not cause or permit another person within its control or under its direction to cause any damage to the LRT or freight rail improvements or to the Property. The Grantee or its Permittees shall not permit the existence of any nuisance or the accumulation of junk, debris or other unsightly materials in connection with its Work or the existence of graffiti upon any above-grade elements of a Transmission Line and shall keep the same in a clean and safe condition. If Grantee or a Permittee fails to comply in whole or in part with the requirements of the preceding sentence after 10 days' written notice by Grantor detailing such failure, then Grantor may take any action reasonably necessary to remedy such failure at the expense of Grantee.

6. Work Permit Procedures.

(a) Any Work conducted by the Grantee or its Permittee within the Transmission Lines Easement Areas shall be in accordance with Grantor's written work permit procedures communicated to the Grantee or Permittee in advance of any such Work, as determined and reasonably and uniformly applied by Grantor from time to time, the purpose of which is to ensure that there are no safety hazards or service impacts to the Servicing of LRT or Freight Rail (the "**Work Permit Procedures**"), if such work (a) is within twelve (12) feet of the centerline of either light rail or freight rail tracks located therein; (b) affects train service (e.g., substation, communication signal house, passenger platforms); or (c) affects the movements of passengers to or from trains. A true and

complete copy of the Work Permit Procedures in effect on the Effective Date is attached hereto as **Exhibit C**.

(b) Grantor shall promptly deliver to the Grantee or Permittee notice of any amendment or other modification to the Work Permit Procedures in advance of any such amendment or other modification, along with a true and complete copy of the amendment or other modification once adopted. Grantor shall not unreasonably withhold, condition or delay to the Grantee or Permittee, as applicable, the issuance of permits required under the Work Permit Procedures; and Grantor's denial of any work permit to the Grantee or Permittee as applicable, must be based on specific and identifiable safety and operational concerns. In the event that Grantor denies a permit to the Grantee or Permittee, as applicable, Grantor and the Grantee or Permittee, as applicable, will meet and agree on a reasonable time for which the Grantee or Permittee, as applicable, will be granted a permit to commence work. The Grantee or Permittee, as applicable, shall be required to attend an on-track right-of-way safety training program (as referred to in the Work Permit Procedures) before working in the Transmission Lines Easement Area. Grantor agrees that said training program shall be offered and available to the Grantee or Permittee within five (5) business days after the request of the Grantee or Permittee without charge.

(c) Notwithstanding anything to the contrary in this Section, in no event shall the Grantee or Permittee (a) incur or otherwise be required to pay any cost, expense, or fee in connection with their compliance with Grantor's Work Permit Procedures; and/or (b) be required to obtain or comply with the Work Permit Procedures for the Grantee's or Permittee's (i) routine maintenance within the Transmission Lines Easement Area, including, without limitation, care and maintenance of improvements or (ii) performance of Emergency Repairs, if the persons performing the maintenance work have gone through the on-track right-of-way safety training program for that particular activity. For purposes of this Section, "**Emergency Repairs**" shall mean any repairs, maintenance, modifications or improvements, which, if not immediately made, would pose a risk to or endanger the health and safety of the general public, Grantor or Grantor's Permittees' operations and maintenance staff, or people working on the Property, would cause imminent damage to any significant component of the light rail or freight rail facilities, would render the light rail or freight rail facilities or any material portion of their respective mechanical, electrical systems or other significant component of either or both, unusable for previously scheduled service.

7. Indemnity for General Liability and Property Damage. Notwithstanding the parties Purchase Agreement, Grantee agrees that it shall assume all liability for, indemnify and save harmless Grantor, and at its expense defend Grantor from and against any-and-all claims, suits, loss, cost, damage, fines, penalties, sanctions, or expenses (including court costs and attorneys' fees) (collectively, "**Losses**") because of:

(a) injuries to or death of any-and-all persons whomsoever, including Grantee's Permittees, contractors, sub-contractors, employees of the contractors,

employees of the sub-contractors, and employees of the parties hereto (and any railroad company or companies), or

(b) damage to or destruction of property (including without limitation loss of use of the Transmission Lines) to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto or of Grantee's Permittees, any contractor, sub-contractor, the employees of either, or employees of the parties hereto (and any railroad company or companies);

to the extent that any of the matters specified above arises out of, whether in whole or in part, use of the Transmission Lines or associated Work. Notwithstanding the foregoing, Grantee's obligations under this Section 7 shall not apply to any Losses that are directly related to Grantor's negligence, acts or omissions. In any contract for Work related to this Transmission Lines Easement, Grantee shall require its contractors to indemnify, hold harmless, and defend Grantor for Losses related to, whether in whole or in part, any act or omission of such contractor, its employees, agents, or subcontractors.

8. Indemnity for Environmental Liability. Notwithstanding the parties Purchase Agreement, Grantee agrees that it shall assume all liability for, indemnify and save harmless Grantor, and at its expense defend Grantor from and against any-and-all environmental Losses resulting from, existence or use of the Transmission Lines or associated Work. Further, Grantee shall investigate, remediate, respond to, or otherwise cure to a standard appropriate for industrial use as a rail corridor, any-and-all environmental pollution or contamination that it brings to the Property or any-and-all existing environmental pollution or contamination that is disturbed or otherwise exacerbated by, existence or use of the Transmission Lines or associated Work.

9. Grantee Acknowledgement and Release. Grantee acknowledges that the movement of railroad locomotives involves the risk of fire, and Grantee agrees to assume all liability for and releases Grantor from all claims for damage to the Transmission Lines (and any-and-all claims for loss due to the interruption of use of the Transmission Lines) resulting from a fire caused by a light rail transit vehicle, locomotive or train operated by Grantor and/or any railroad company or companies on the Property.

10. Insurance. At all times during the term of this Transmission Line Easement, Grantee shall cause its agents, contractors, and Permittees to procure and maintain, the insurance shown on the attached **Exhibit D**. Grantor agrees that Grantee may provide satisfactory evidence of self-insurance in lieu of the requirements in Exhibit D.

11 Relocation. If Grantor reasonably determines that the Transmission Lines must be relocated to a different location on the Property in order to operate the LRT or Freight Rail, Grantor shall provide the Grantee ninety (90) days' notice of the need for the required change, except where such notice is impracticable. Under those circumstances, Grantor shall notify the Grantee with as much advance notice as possible. Grantee shall, at its expense, protect or move the affected Transmission Lines in a manner reasonably satisfactory to Grantor as soon as

practicable. In the event Grantee fails to so relocate its facilities within one hundred twenty (120) days after notice, Grantor may remove or relocate such facilities at Grantor's expense.

12. Breach. In the event Grantor believes that Grantee has breached any of the covenants or agreements contained herein, Grantor shall notify Grantee of said breach in writing. Should Grantee fail to correct any breach or condition within 90 days after receiving written notice to do so from Grantor, then Grantor shall have available all rights and remedies provided at law or in equity, and Grantee agrees that it will not interpose the defense that specific performance should not be available on the basis that Grantor has an adequate remedy at law. Provided, however, in the case of a condition violated which cannot be cured with due diligence within said 90-day period, Grantee shall be entitled to such additional time to correct the condition as may be reasonably necessary provided Grantee gives Grantor written notice of its need for additional time, prior to the expiration of such 90-day period.

13. Binding Easement. This Transmission Lines Easement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and may be assigned by Grantee, subject to all its terms and conditions, without the consent of Grantor provided that in the case of such assignment Grantee shall promptly give written notice to the Grantor of the identity of the assignee.

14. Interference with Servicing of LRT or Freight Rail. In the event use by Grantee of the privilege and authority herein granted shall, for any cause whatsoever, unreasonably interfere with the use of the Property by Grantor or railroads for Servicing of LRT or Freight Rail or shall otherwise cause disruption of normal LRT or freight rail operations by Grantor and/or railroads, Grantee agrees to pay to Grantor and/or said other railroads any and all costs, of any nature whatsoever (except as provided in Section 16 below), incurred by Grantor and/or said railroads, including, but not limited to, wages to employees or payments required to be made by contract to industries served resulting from delays in railroad operations, repair of tracks or structures, repair of railroad rolling stock and the like.

15. Effective Date. This Transmission Lines Easement is effective as of the date first stated above, and shall remain in full force and effect until terminated because of defaults in any of the terms and conditions of this Transmission Lines Easement.

16. Termination. If the Transmission Lines Easement Area is no longer required by the Grantee, Grantee may terminate this Transmission Lines Easement, by giving the Grantor (90) days' written notice of termination. The date upon which a Grantee provides the Grantor with written notice of termination shall be hereinafter referred to as the "Date of Notice of Termination". Ninety (90) days following the Date of Notice of Termination shall be the "Termination Date." The Parties may mutually agree to terminate this Transmission Lines Easement Agreement and the date upon which the Parties agree that this Transmission Lines Easement Agreement shall terminate shall also be referred to as the "Termination Date".

Upon or prior to the discontinuance or retirement of any Transmission Line or the termination of this Transmission Lines Easement, Grantor and Grantee and applicable Permittees shall discuss

whether, and the extent that any Transmission Line should be removed, or alternatively, retired in place in whole or in parts. Grantor shall not be obligated to approve the retirement in place of any Transmission Line. If Grantor decides that a Transmission Line or any parts thereof must be removed, then Grantee shall remove from the Property those Transmission Lines and other fixed property, or portions thereof, as directed by Grantor, and shall restore any surface disturbed during such removal to a smooth graded condition, all at Grantee's expense. All such removal and grading shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties and rail, and is subject to the Work Permit Procedures.

If Grantee has not completed by the Termination Date the salvage and removal activities required by Grantor, the Transmissions Lines and property not salvaged shall be abandoned in place without compensation or damages from Grantor and Grantee shall promptly reimburse Grantor for the cost of completing any removal and grading.

17. Title Warranties. Grantor makes no warranties whatsoever about the grants set forth in this Transmission Lines Easement, including without limitation, warranties of title to said Transmission Lines Easement Area. Grantee shall not have any recourse whatsoever against Grantor in the event that Grantee shall be required through action of any third party to remove the Transmission Lines from said Transmission Lines Easement Area or modify the design or location thereof.

18. Tree Removal. This Transmission Lines Easement grants Grantee the right to remove any and all trees in the Transmission Lines Easement Area that unreasonably interfere with the operation of the Transmission Lines.

19. Counterparts. This Transmission Lines Easement may be executed and delivered in counterparts.

20. Memorandum of Easement. This Transmission Lines Easement Agreement shall not be recorded but shall be memorialized by the execution and recording of a Memorandum of Easement in substantially the form appended hereto as **Exhibit E.**

IN WITNESS, WHEREOF, the Metropolitan Council and the Soo Line Railroad Company d/b/a Canadian Pacific, have executed and delivered this Transmission Lines Easement as of the date first above written.

GRANTOR:

METROPOLITAN COUNCIL,
a public body corporate and politic of the State of Minnesota

By:_____

Name:_____
Title:_____

GRANTEE:

SOO LINE RAILROAD COMPANY,
a Minnesota corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

EXHIBIT A – MAP OF PROPERTY

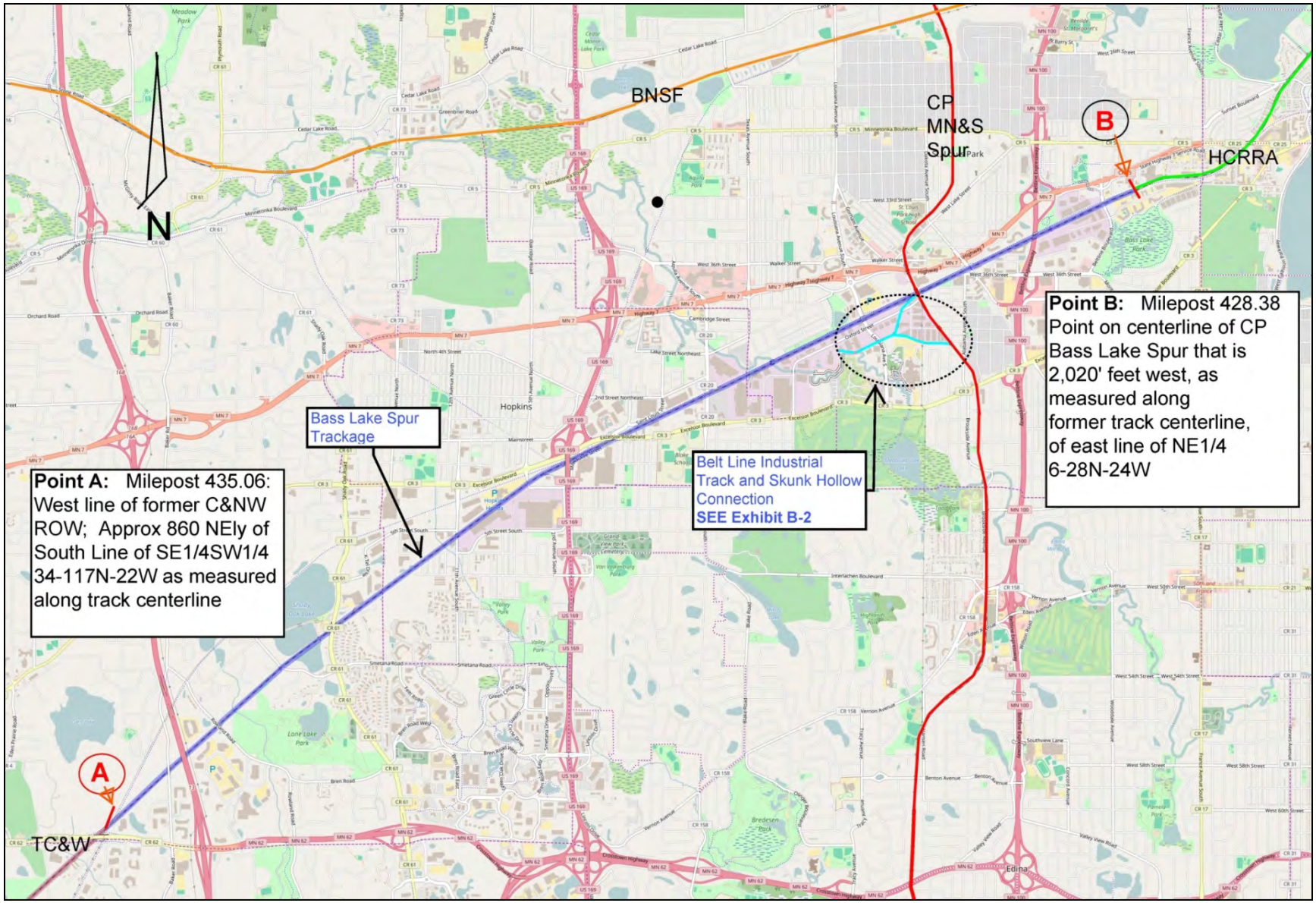


EXHIBIT B

TRANSMISSION LINES EASEMENT LEGAL DESCRIPTION

EXHIBIT B: PROPERTY DESCRIPTION

That certain line of railroad extending easterly from

Point “A” at Milepost 435.06 near Hopkins, Minnesota, 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 1117 North, Range 22 West to

Point B at railroad Milepost 428.38, 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 A**; and

EXHIBIT C

WORK PERMIT PROCEDURE

Standard Operating Procedure: Rail Operations	Publication # 100.12	Revision #5 Date: 8-2013	Page 1 of 2
Title: Work Permit Procedure			
Distribution: All Rail Operations, Maintenance, and Rail Facility Employees			
Issued by: Standard Operating Procedures Committee		Approved by: Vince Pellegrin Chief Operations Officer Metro Transit	
Supersedes: Standard Operating Procedures May, 2011 Edition			

PURPOSE

To obtain authorization to perform work on Metro Transit Light Rail Right-of-Way, Metro Transit Light Rail has a set protocol to ensure the safety of employees, workers, and passengers.

WHEN TO USE IT

This procedure is to be used anytime:

- Scheduled work will occur within 12-feet of centerline of the rails
- Scheduled work will occur within the adjacent roadway travel lane or the berthing lane
- Scheduled work occurs within any structure/premise that can affect train service (e.g. substation, communication signal house, passenger platforms)
- Scheduled work will affect the movement of passengers to or from trains
- Scheduled work will occur within 20-feet of the Over Head Catenary System that requires the use of a Crane or Derrick

PROCEDURE AND RESPONSIBILITIES

The Metro Transit Light Rail Right-of-Way Allocation Request form (Work Permit) is to be completed by any Metro Transit employee or outside contractor desiring to do work, as described above, on Metro Transit Light Rail Right-of-Way.

Before work begins, any persons requesting Metro Transit Light Rail Right-of-Way access, must first attend the On-Track Right-of-Way safety training program. After completion of the Training Program the requestor must attend the Right-of-Way Track Allocation meeting and be prepared to discuss the work in full detail. In most instances approval will be given to the requestor at this meeting.

CONTRACTOR MUST

- Produce proof of insurance and the Metro Transit Light Rail Right-of-Way training card or certificate at the Track Allocation Meeting
- Not begin work on the Metro Transit Light Rail Right-of-Way until the request has been approved and a Right-of-Way Permit has been issued
- The Right-of-Way training card must be in the possession of all persons entering Metro Transit Light Rail Right-of-Way

 © Metropolitan Council 2013

- Establish a Stationary Work Zone prior to the start of work (SOP #400.02)
- Ensure compliance with all OSHA regulations

Internal departments must complete the form and attend the meeting one-week in advance of the work being requested.

Before work commences, on a daily basis, the On-Scene-Supervisor/Coordinator must call the Rail Control Center (612-341-5710) for daily activation of the Work Permit and notification on the Metro Transit Light Rail Right-of-Way.

The Metro Transit Light Rail Right-of-Way Track Allocation meetings will be held, unless otherwise specified, every Thursday at 2:00 pm, in the Operations and Maintenance Building (O & M) 3rd Floor, Conference Room. Completed forms should be faxed to 341-5677, Attention: Manager Rail Operations.

EMPLOYEE RESPONSIBILITY

Employee responsibilities are outlined in training and the applicable Metro Transit Light Rail Operating Rules (current version).

REFERENCE

Metro Transit Rail Operations Rule Book (current version).

Printed: 7/31/2013 10:33:10 AM © Metropolitan Council 2013

EXHIBIT D

GRANTEE INSURANCE REQUIREMENTS

1.01 Insurance Requirements. Grantee shall purchase and maintain, during term of this Transmission Lines Easement, or longer if required herein, from a company or companies lawfully authorized to do business in the State of Minnesota, the insurance set forth below:

1. General Liability and Umbrella Insurance
    1.1 Commercial General Liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than $6,000,000 each occurrence and a general aggregate limit of not less than $6,000,000. The general aggregate limit shall apply separately to this project.
    1.2 CGL insurance shall be written shall cover liability arising from Transmission Lines Easement Area, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, including the contractual liability assumed in Section 7. Policy must be endorsed ISO CG 24 17, or its equivalent, removing any exclusion for contractual liability assumed within 50' or a railroad.
    1.3 The Grantor and its officers, agents, employees, and Permittees shall be included as an additional insureds on a primary and non-contributory basis under the CGL utilizing ISO CG 20 26 07 04 and ISO CG 20 37 07 04, or their equivalent.

2. Automobile and Umbrella Liability Insurance
    2.1. Grantee shall maintain Business automobile coverage, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, with a limit of not less than $1,000,000 each accident.
    2.2. The Grantor and its officers, agents, employees, and Permittees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent.

3. Workers' Compensation and Employers Liability
    3.1. Workers' Compensation pursuant to Statute.

1.02 Other Insurance Provisions. The insurance policies shall contain the following provisions:

1.1 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten day notice for cancellation due to non-payment of premium).

1.2 In addition to notifying its insurer(s) in accordance with the policy, Grantee shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the Grantor or Grantee.

1.3 Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the Grantor and its members, agents and employees, for losses arising out of the performance of this contract.

1.4 Insurance is to be placed with insurers with Best's rating of no less than A:VII.

1.5 The Grantee shall furnish the Grantor with certificates of insurance and with copies of additional insured endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the Grantor before work commences. The Grantor is not obligated to review certificates or other evidence of insurance or self-insurance, or to advise the Grantee of any deficiencies in such documents, and receipt thereof will not relieve the Grantee from, nor be deemed a waiver of the Grantee's right to enforce, the terms of the Grantee's obligations hereunder.

1.6 Grantor agrees that Grantee may provide satisfactory evidence of self-insurance in lieu of the requirements of this Exhibit D.

1.03 Grantee's Responsibility for Insurance. Grantor does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the Grantee's business or interests. It is the sole responsibility of the Grantee to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the Grantee's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract.

EXHIBIT E

MEMORANDUM OF TRANSMISSION LINES EASEMENT

Date: _____, 2017.

This "**Memorandum of Easement**" serves to document the existence of a Transmission Lines Easement dated as of _____ __, 2017, the **"Transmission Lines Easement**," by and between

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 ("**Grantor**")

and

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

wherein Grantor granted to Grantee a permanent, transferable and assignable easement in gross upon and across real property in Hennepin County, Minnesota described herein, and encompassing such rights and obligations as set forth in the Transmission Lines Easement that are summarized and memorialized as follows:

1.0 **DESCRIPTION OF EASEMENT PROPERTY:** The Transmission Lines Easement is granted over and across the parcels of land in **Hennepin County, Minnesota** described in Exhibit A appended hereto, the "**Property**."

2.0 **PURPOSES:** The rights granted to Grantee pursuant to the Transmission Lines Easement are for the construction, operation and maintenance of longitudinal pipelines, fiber optic cable and transmission lines and necessary and reasonable above or below grade appurtenances thereto (individually a "**Transmission Line**," or collectively the "**Transmission Lines**") over, under and running lengthwise on the Property.

Grantee may licensee or sell to third parties ("**Permittees**") all or any portion of its rights herein.

3.0 **LIMITATIONS:** Grantee's rights pursuant to the Transmission Lines Easement shall not impair and shall at all times be subject to: (i) all previously existing easements, leases and licenses; (ii) a reservation of all rights of the Grantor not otherwise expressly granted to Grantee; and (iii) the rights of the Grantor to use the Property for the efficient construction, maintenance, repair, reconstruction, operation and servicing of light rail transit system ("**LRT**") and freight rail operations.

4.0 **LIMITED EXCLUSIVITY**: Except for (i) for such longitudinal Transmission Lines as may be used solely in the operation of the LRT; and (ii) fiber to be installed in the Grantor's duct bank constructed for the LRT for the exclusive use by Hennepin County governmental agencies for non-revenue generating purposes to connect public agency facilities, traffic signals, and other publicly-owned sensors and communications equipment, the rights granted to Grantee shall exclusive in respect to longitudinal Transmission Lines on the Property, but non-exclusive in respect to any other use upon the Property.

5.0 **RESERVATIONS:** Grantor reserves fee title to the Property to itself; Grantee's maintenance and use of the Property pursuant to the Transmission Lines Easement, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted the Transmission Lines Easement.

6.0 **CONFLICTS:** In the event of a conflict in the terms, composition, grammar or interpretation of any item between this Memorandum of Easement and the Transmission Lines Easement Agreement, the Transmission Lines Easement Agreement shall govern.

7.0 **MISCELLANEOUS:**

7.1 Grantee/Grantor: As used in this Memorandum Easement, the terms "**Grantee**" and "**Grantor**" shall include the parties first named above and their respective successors or assigns.

7.2 Headings: The paragraph headings used in this Memorandum Easement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.

7.3 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 Grantee's purpose or any other particular purpose.

{the remainder of this page is intentionally blank}

The Easement right memorialized by this Memorandum of Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

The Metropolitan Council, the Grantor named herein, has executed and delivered this Memorandum of Easement as of the date first above written.

GRANTOR:

METROPOLITAN COUNCIL,
a public body corporate and politic of the State of Minnesota

By:_____
Name:_____
Title:_____

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of the Metropolitan Council, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

_____
Notary Public

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

Exhibit E: Form of Quit Claim Deed

_____ (Above Space is Reserved for Recording Information) _____

State Deed Tax Payable hereon: $ _____

QUIT CLAIM DEED

Date:_____, 2018

FOR VALUABLE CONSIDERATION,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific of 900 Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, Minnesota 55402 ("**Grantor**"), hereby conveys and quitclaims to

METROPOLITAN COUNCIL, a public corporation and political subdivision of the State of Minnesota, of 390 Robert Street North, Saint Paul, Minnesota, 55101-1805 ("**Grantee**"),

the real property in **Hennepin County, State of Minnesota**, described in Exhibit A appended hereto, the "**Real Property**," {Exhibit A will consist of the Legal Description derived from the survey in Section 6.2 of the Agreement}

SUBJECT TO, and conditioned upon, the following:

1. As used herein, the follow capitalized terms shall have the following meanings:

   "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, arbitration awards, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any of the foregoing).

   "**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Minnesota Environmental Responsibility and Liability Act, Minn. Stat. §§ 115B.01-.20, and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat.

ch. 115C, all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

"**Hazardous Substance**" or "**Hazardous Substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

2. Grantee agrees to accept the condition of the Real Property, including specifically without limitation, the environmental and geological condition of the Real Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Real Property shall represent Grantee's acknowledgment and agreement that:
   A. Grantor has not made any written or oral representation or warranty of any kind with respect to the Real Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose or any representation or warranty regarding the environmental condition of the Real Property;
   B. Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Real Property;
   C. Grantee has had an adequate opportunity to inspect the condition of the Real Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing and not any representations of Grantor; and
   D. The condition of the Real Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Real Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property.

3. Grantee, for itself, its employees, divisions, agents, affiliates, predecessors, successors and assigns, and all future owners of the Real Property or any interest therein, and anyone acting on its behalf or their behalf, hereby fully releases and forever discharges, and covenants and agrees not to sue, Grantor and its respective directors, officers, stockholders, employees, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf from any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the Real Property, including without limitation any Claims relating to the condition of the Real Property, including the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property. Further,

Grantee, for itself, its employees, division, agents, affiliates, subsidiaries, predecessors, successors, and assigns, and all future owners of the Real Property or any interest therein, and anyone acting on its behalf or their behalf, hereby waives any and all Claims (including without limitation any asserted right of contribution and all Claims arising under any Environmental Law or arising at common law, in equity or under a federal, state or local statute, rule or regulation) Grantee or such other parties had, has or may have against Grantor and its respective directors, officers, stockholders, employees, division, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the Real Property, including without limitation any Claims relating to the condition of the Real Property, the presence of any Hazardous Substances on the Real Property, or any migration of any Hazardous Substance to or from the Real Property. For purposes of clarification, and without limiting any of the foregoing, the foregoing shall apply to any condition of the Real Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Real Property, whether such Hazardous Substance is located on or under the Real Property, or has migrated from or to the Real Property, regardless of whether the foregoing condition of the Real Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants and conditions contained herein shall run with the land and be binding upon the Grantee and subsequent owners of the Real Property.

Grantor certifies that Grantor does not know of any wells on the Real Property.

{ the remainder of this page is intentionally blank }

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing quitclaim deed was acknowledged before me this _____ day of _____ 2018 by _____, _____ of Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, on behalf of the corporation.

_____
Notary Public

This instrument was drafted by:

Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402

Tax statements for the property should be sent to Grantee at:

_____

_____

_____

_____

Exhibit F: Form of Seller's Affidavit

State of Minnesota)
) ss. Affidavit of Soo Line Railroad Company
County of Hennepin)

_____ being first duly sworn, on oath says that:

1. She/He is the _____ of Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific, the corporation named as Grantor in the document dated _____, 2018, the "**Conveyance Document**, " concerning the transfer of real property in Hennepin County, Minnesota, the "**Premises**," to Metropolitan Council, the public corporation named as Grantee in said Conveyance Document.

2. Said corporation's principal place of business is,
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402

   From June 1915 to May 1, 2012 the corporation's address was
501 Marquette Avenue, Minneapolis, Minnesota 55402.

3. There have been no unsatisfied judgments of record against said corporation nor any actions pending in any courts, which affect the Premises.

4. There has been no labor or materials furnished to the Premises for which payment has not been made.

5 To the best of affiant's knowledge there are no persons in possession of any portion of the Premises other than pursuant to a recorded document or pursuant to a lease, license or similar agreement that has been disclosed to the Grantee.

6. There are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises.

Dated this _____ day of _____ 2018.

SOO LINE RAILROAD COMPANY,
doing business as Canadian Pacific

By_____

Its _____

Subscribed and sworn to before me

this day _____ of _____, 2018.

SIGNATURE OF NOTARY PUBLIC
OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY:

Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120South Sixth Street
Minneapolis, MN 55402

Exhibit G: Form of Seller's FIRPTA statement

TO: **METROPOLITAN COUNCIL**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must deduct and withhold tax from the amount it pays to a transferor if the transferor is a foreign entity. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. In order to inform you that withholding of tax is not required upon the disposition of the property described on Exhibit A, **Soo Line Railroad Company,** a Minnesota corporation doing business as Canadian Pacific ("**Transferor**"), hereby certifies to you that:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor is not a disregarded entity for U.S. federal tax purposes as defined in § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. Employer Identification Number is **41-6009079**; and

4 Transferor's office address is: **120 S. 6th St., Suite 900, Minneapolis, MN 55402**

Transferor understands that this certification may be disclosed to the Internal Revenue Service by you, and that any false statement contained herein could be punishable by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare I have the authority to sign this document on behalf of Transferor.

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

Date: _____

By: _____

Name: _____

Its: _____

Exhibit H: Form of Connecting Track Agreement

CONNECTING TRACK AGREEMENT

THIS AGREEMENT made as of _____, 2017 between Soo Line Railroad Company, d/b/a Canadian Pacific ("CP"), a Minnesota corporation having offices at 120 South 6th St., Minneapolis, Minnesota 55402 and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota having an office at 390 Robert Street, St. Paul, Minnesota 55101 **("Applicant")** witnesses that:

A. Applicant is the owner or in occupation of land situated at or near the City of St. Louis Park, in the State of Minnesota (the **"Lands"**);

B. Applicant is managing the planning and future construction of the Southwest Light Rail Transit project (**"SWLRT Project"**) that will provide light rail transit service to residents in the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka, and Eden Prairie.

C. The design of the SWLRT Project requires the Applicant to sever the track connection, known as the Skunk Hollow Switching Wye, between the Applicant's Bass Lake Spur and CP's MN&S Subdivision.

D. The Applicant will re-establish a connecting track (the **"Southerly Connector"**) at approximately Mile Post 429.8 of the Bass Lake Spur and approximately Mile Post 16.25 of the MN&S Subdivision;

E. The Applicant will provide funds to CP to construct a number 15 turnout and required track on CP's property necessary to complete the connection (the **"Connection"**) of the Applicant's Southerly Connector to CP's MN&S Subdivision.

F. It is understood and agreed that, as applied to work or activities performed or carried out as part of this Construction Agreement, CP is not, and shall not be considered, a contractor providing services to the Applicant hereunder.

G. The parties have agreed that the construction of the Southerly Connector and Connection shall be subject to the terms, covenants and conditions in this Agreement.

THE PARTIES agree as follows:

1.0 Applicant's Responsibilities: Applicant agrees to:

a) Pay CP for its work in constructing the Connection in accordance with Section 3;

b) Prepare, at its expense, and submit to CP for review and approval, a detailed construction schedule and detailed construction plans and designs to be stamped by a Professional Engineer, as required by CP, including, but not limited to:

   i) profile and alignment of the new trackage and grade;

Exhibit H

ii) detailed drainage and grading design plans of the proposed Connection and completed facilities to be constructed by the Applicant;

iii) utility crossing encasement plans, if required; and

iv) road crossing plans as per specifications of the appropriate regulatory agencies, if any road crossings are required.

(collectively, the "**Plans**").

c) No work shall proceed until the Applicant receives written or verbal instructions from CP's Regional Chief Engineer East or his or her designate.

d) Obtain all necessary authorizations and permits, public and private, for the construction maintenance and operation of the Southerly Connector.

e) Complete all grading and drainage work required on CP's right-of-way and the Lands, at its expense, and in accordance with the approved Plans and all applicable permits and authorizations. Upon completion of such work, Applicant shall promptly provide CP with written notice that the grading and drainage work has been completed;

f) Construct the Southerly Connector on the Lands, at its expense, in accordance with the approved Plans. Applicant is responsible for all necessary grading and construction of the track bed (including sub-ballast) to CP's standards as per the approved Plans, and in conformance with AREMA engineering standards, and any applicable laws, regulations, rules and standards (including those administered by Federal Railroad Administration).

g) Subject to Section 2.0, provide all required track materials (including rails, rail anchors, fastenings, spikes, switch materials, derails, bumping posts, tie plates and track and switch ties) and materials required for sub-grade, grade and track construction, as well as all supervision, labor and equipment for the Southerly Connector construction;

h) Construct and modify drainage ditches, supply and install drainage culverts and structures as required pursuant to the approved Plans; and

i) Provide CP with as-built plans upon completion of all the Southerly Connector work.

2.0 <u>CP's Responsibilities:</u>

a) CP will be responsible to complete the following work, at Applicant's expense:

i) Provide materials and install one (1) turnout and track on CP's right-of-way (the **"Connection"**) as identified in **Appendix "A" – "CP Scope of Work"** and **Appendix "B" – "Engineering Drawings**"; and

ii) Perform any other work identified in Appendix "A" - Scope of Work.

b) CP's obligation to commence work will be subject to Applicant paying CP pursuant to Section 3, approval of Applicant's Plans (Section 1b), and Applicant completing all grading work on CP's right-of-way and the Lands to CP's satisfaction (Section 1e).

c) If at any time CP determines that Applicant's work within CP's right-of-way, as described in Section 1, is not being performed in accordance with CP's standards or that such work must be performed by CP forces (e.g. because of labor agreements), CP reserves the right to perform such work, at Applicant's expense. All work within the right-of-way shall be:

   i) carried out in accordance with the requirements of all regulatory authorities having jurisdiction (including, without limitation, Federal Railroad Administration and the Surface Transportation Board);

   ii) carried out in accordance with CP's labor agreements, safety requirements (including Minimum Safety Requirements for Contractors on Railway Property) and to the customary engineering and operating requirements of CP; and

   iii) carried out in a manner that ensures continuous, uninterrupted and unhindered railway operations of CP on its railway line.

d) CP's construction schedule for its work in this Section 2 is outlined in **Appendix "C" – "Schedule of Work",** and shall be subject to the availability of materials, workers and equipment based on CP's usual practices and applicable labor agreements for the allocation of such resources. The parties also acknowledge that CP's construction work cannot be completed during winter months and will be scheduled at CP's sole discretion taking into consideration weather and ground conditions, its railway operations, train schedules, maintenance blocks, and the need for efficient operations on its railway line. Subject to the foregoing, upon acceptance of Applicant's completion of the grading and drainage work set forth in Section 1e), CP will endeavor to complete construction of the Connection so as to minimize disruption to operations on the Bass Lake Spur and the MN&S Subdivision.

e) Subject to the terms and conditions of the agreement between CP and the affected utility, CP agrees to cause any existing utilities on its property to be relocated or modified if required for the construction of the Connection at the Applicant's expense.

3.0 Payment for Work by CP:

a) All work that must be carried out by CP shall be carried out by CP at Applicant's cost and expense. Applicant shall pay CP for all identifiable, supportable and reasonable costs associated with the carrying out of any work under this Agreement based on the applicable rates and CP overheads (including labor, material and equipment overheads) and any value added, sales, goods and services, or similar tax which may be imposed on any such amounts pursuant to any federal, provincial, state, or local legislation which is or may be enacted.

b) Upon execution of this Agreement, Applicant agrees to provide CP with a non-refundable deposit of **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** toward CP's costs to acquire the materials required for CP to construct the Connection

c) CP currently estimates that CP's construction costs, based on Appendix "A" - CP Scope Of Work, will be approximately **FOUR HUNDRED NINETY-NINE THOUSAND DOLLARS ($499,000.00)**; however, **this is a non-binding estimate only** and Applicant shall pay the actual costs as set out in Section 3a). The Council is not authorized to issue payments in excess of the estimate unless mutually agreed to by the Parties through an amendment to this agreement; which amendment authorization will not be unreasonable withheld.

Applicant's Initials _____

CP initials _____

d) CP shall also reserve the right, at its sole discretion, to progressively invoice for any work contemplated in Section 2.0 of this agreement. Each invoice issued by CP to Applicant shall constitute a requisition for payment and Applicant shall pay the full amount stated in each invoice within 30 days. Any balance owing after 30 days shall bear interest per Minnesota Statues section 471.425, subd.4.

e) Upon completion of CP's work in Section 2.0, CP will prepare a written invoice identifying the costs incurred (including all materials) and identify the balance owing after deducting the Applicant's deposit and progressive billings. Each invoice issued by CP to Applicant shall constitute a requisition for payment. Upon verification and acceptance by the Applicant, Applicant shall pay the full amount stated in each invoice within 30 days. Any balance owing after 30 days shall bear interest per Minnesota Statutes section 471.425.

f) Records-Keeping. CP shall maintain such books, records, documents and other evidence relevant to this Agreement. These books, records, documents, and data shall be retained for at least six (6) years after the completion of work under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CP agrees to maintain them until the Applicant and any of its duly authorized representatives have disposed of the litigation or claims. The provisions of this Section shall survive termination or cancellation of this Agreement.

g) Audits. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of CP relevant to this Agreement shall be subject to audit and examination by the Applicant and the Legislative Auditor or State Auditor for up to six years. However, by entering into this Agreement, CP is not waiving and does not waive its right to refuse to allow or limit the examination of its records, books, documents, and accounting procedures and practices provided by any applicable law, statute, rule or regulation, including, but without limitation, the Minnesota Government Data Practices Act. CP shall

permit this examination and audit at any time during regular business hours. Audits conducted by the Applicant under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Applicant shall be paid in full within thirty (30) days of CP's receipt of audit. The provisions of this Section shall survive termination or cancellation of this Agreement.

h) Prompt Payment of Subcontractors. Consistent with Minnesota Statutes, section 471.425, if any part of the activities described in Section 2.0 is subcontracted, CP shall pay any such subcontractor within ten (10) days of CP's receipt of payment from the Applicant for undisputed activities provided by the subcontractor. CP shall not, by reason of said payments, be relieved from responsibility for that portion of the activities done by the subcontractor and shall be responsible for the entire activities until the same is finally accepted by the Applicant.

i) Federal Transit Administration Clauses. Monies that may be provided to CP by the Applicant pursuant to this Construction Agreement may be funded in whole or in part by the United States Department of Transportation, Federal Transit Administration. Specifically, and without limitation, CP agrees to comply with the federal requirements set forth in **Appendix "D" – "Federal Transit Administration Provisions"** and agrees to require, unless specifically exempted, and third-party contractors at every tier to comply with the same.

j) Prohibition on Discriminatory Practices. CP shall take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age.

k) Affirmative Action. The provisions of this Section apply only if the amount of this Agreement (including the value of any amendments thereto) exceeds one hundred thousand dollars ($100,000).

   i) General Requirements. The requirements of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600, regarding affirmative action plans, are incorporated in this Agreement by reference.

   ii) Disabled Individuals Affirmative Action.

      a. CP must not discriminate against any employee or applicant for employment because of a physical, sensory, or mental disability in regard to any position for which the employee or applicant for employment is qualified. CP agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical, sensory, or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. CP agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of CP's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. CP agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state CP's obligation under law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

e. CP must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that CP is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically, sensory, and mentally disabled persons.

4.0 Maintenance:

CP is responsible for the on-going maintenance related expenses, capital renewal and replacement of the Connection. The Applicant is responsible for the on-going maintenance related expenses, capital renewal and replacement of the Southerly Connector.

5.0 Termination:

a) In the event that Applicant fails to complete its grading responsibilities pursuant to Section 1e) within the agreed-upon schedule, CP will retain Applicant's deposit and this Agreement will automatically terminate;

b) In the event that Applicant,

i) fails to pay the balance due under this Agreement pursuant to Section 3;

ii) fails to complete construction of the Southerly Connector within the agreed upon schedule; or

CP may, at its option, terminate this Agreement immediately upon written notice, retain the non-refundable deposit and invoice the Applicant for any additional costs incurred by CP.

6.0 Liability:

a) Except where and to the extent CP is negligent, Applicant shall make no claim or demand against CP for any injury, including injury resulting in death, loss or damage to property suffered or sustained by Applicant or its employees, officers or agents which arises out of or is connected with the Connection construction work or this Agreement.

b) To the extent that Applicant is negligent, Applicant shall indemnify and save harmless CP and, in the event Applicant's Contractor is negligent, shall cause its Contractor(s) to indemnify and save harmless CP:

   i) from and against any and all claims, judgments or awards made under Workers' Compensation legislation;

   ii) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted; and

   iii) from and against any and all loss, damages or expenses, including attorney's fees, suffered or incurred by CP including injuries, as well as those resulting in death, and damage to or destruction of CP property or third-party property (including without limitation, engines, rolling stock and all other equipment and their contents) which are based upon, arise out of or are connected with the Southerly Connector construction work or this Agreement.

c) Notwithstanding any other provision of this Agreement, Applicant shall indemnify and save harmless CP from any and all loss, costs and damages, including reasonable attorneys' fees, caused by Applicant's non-compliance with any of the provisions of this Agreement.

d) For purposes of this Section, "CP" shall mean CP, its parents and corporate affiliates, and each of their officers, directors, employees, agents and insurers.

e) The provisions of Section 6 shall survive the termination of this Agreement.

7.0 Insurance: Applicant agrees to maintain the insurance coverage set out in **Appendix "E" – "Insurance".**

8.0 General:

a) All notices or communications required hereunder shall be given by courier or facsimile and addressed to the other party as follows:

To CP: **Canadian Pacific**
1010 Shop road
St. Paul, Minnesota 55106
Attention: Regional Chief Engineer East
Fax #: (651) 778-2744

To Applicant: **Metropolitan Council**
Southwest Light Rail Transit Project Office
6465 Wayzata Boulevard, Suite 500
St. Louis Park, Minnesota 55426
Attention: Project Director
Fax #: (612) 373-3899

or such other address as may be furnished from time to time by either party. Any notice, shall be deemed to have been given or made i) on the date delivered if delivered by courier, or ii) on the date that a confirmation of receipt of the facsimile was recorded by the sender if delivered by facsimile. In the event of an actual or imminent disruption in postal service, any notice shall be delivered by courier.

b) Dispute Resolution.

Process. A dispute resolution process shall be used for any unresolved issue, dispute, or controversy between the Parties before any legal remedies are exercised. The dispute resolution process contains a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. CP is represented from level 1 to 3 in the following order: – Director Interline & Passenger – South, – Assistant Chief Engineer – St. Paul, Regional Chief Engineer - East. The Council is represented from level 1 to 3 in the following order: Southwest LRT Project Director, Council's Metro Transit division's General Manager, and the Council's Regional Administrator. At each level, representatives of the Parties shall meet and continue to explore resolution until either Party determines, in good faith, that effective resolution is not possible at the current level, and notifies the other Party that the process is elevated to the next level. If either or both Parties make such a determination at any point during issue resolution at level 3, then the dispute resolution process has been exhausted.

c) This Agreement may not be modified or amended except in writing signed by the parties.

d) This Agreement shall be construed in accordance with the laws of the state of Minnesota.

e) CP will obtain all necessary approvals from the Surface Transportation Board in the event that CP does not complete the construction of, or removes, the Connection.

f) This Agreement supersedes and cancels all prior agreements and understandings, oral or written, with respect to the construction of the Connection. This Agreement and the Real Estate Purchase Agreement contain the entire agreement of the parties with respect to the Connection.

(Signature page follows.)

The parties hereto have executed this Agreement on the date first above written.

SOO LINE RAILROAD COMPANY
d/b/a CANADIAN PACIFIC

Per:_____

Title:_____

I have the authority to bind the corporation.

_____

Per:_____

Title:_____
I have the authority to bind the corporation

APPENDIX "A" – CP SCOPE OF WORK

1. Install one (1) #15 turnout and approximately 150 feet of track within CP's MN&S (Project Work) as shown on the Engineering Plan attached as Appendix "B";

2. Install, modify or upgrade any signal equipment if and when required to accommodate the new turnout installation;

3. Provide flagging protection for any work by Applicant or Applicant's contractor within twenty-five feet (25') of the CP's MN&S track centerline at the Connection, including without limitation, in support of survey, grading or geotechnical work at Applicant's expense;

    a. Flagging costs are not included in the estimate provided in Section 3c) and will be paid by the Applicant or Applicant's contractor through a separate Purchase Order issued to CP.

4. Provide engineering or supervisory work as required, in support of the Project Work to be performed by CP;

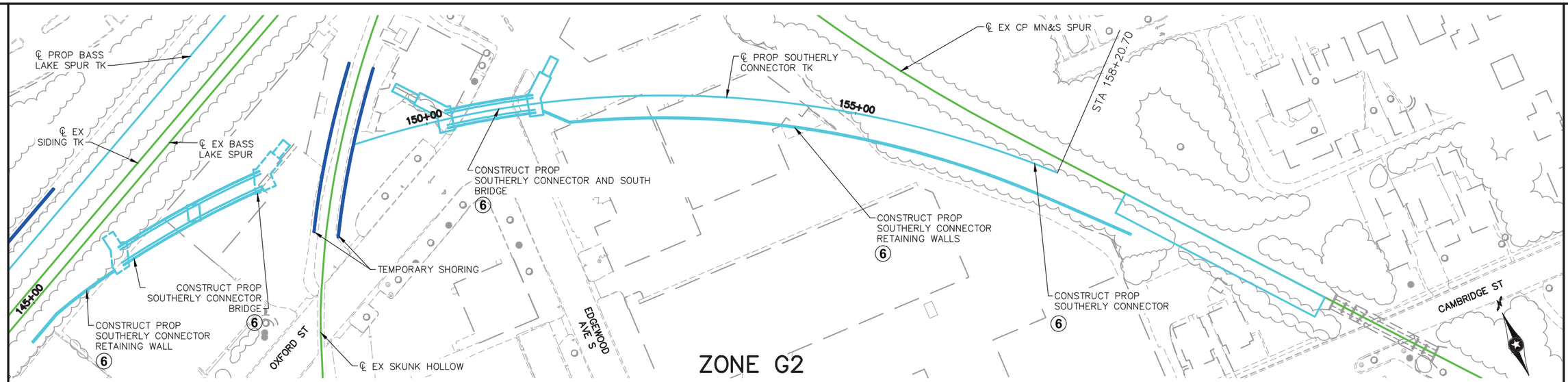
5. Provide material ordering, supply distribution and clean-up work associated with the Project Work to be performed by CP; and

6. Provide any other Project Work required to be completed by CP within the right-of-way.

APPENDIX "B' – ENGINEERING DRAWINGS
Attached

Phase 8 (Page 53)

Phase 10 (Page 64)



WORK:
SEE E1-FRT-STG-PHASE_6-002

OPERATIONS:
SEE E1-FRT-STG-PHASE_6-002

TIMING:
SEE E1-FRT-STG-PHASE_6-002

LEGEND
- IN SERVICE TRACK
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED IN PREVIOUS PHASE.
- TRACK OR OTHER ELEMENT REMOVAL
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED WITHOUT RAIL OPERATION SHUTDOWN
- PROPOSED TRACK CONSTRUCTION – WITH RAIL OPERATION SHUTDOWN
- OUT OF SERVICE TRACK

ABBREVIATIONS:
CP : CANADIAN PACIFIC RAIL SYSTEMS
TK : TRACK
T/O : TURNOUT
BR : BRIDGE
LH : LEFT HAND
RH : RIGHT HAND
LLT : LAST LONG TIMBER
PROP: PROPOSED
EX : EXISTING
UG : UNDERGRADE
NO : NUMBER

0 30 60 120
SCALE

Feb. 21 2017 04:52 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\TRACK\E1-FRT-STG-PHASE_8.dwg By: KleySD

June 21, 2017 - Addendum 9

AECOM

12/22/16

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

Revision 4

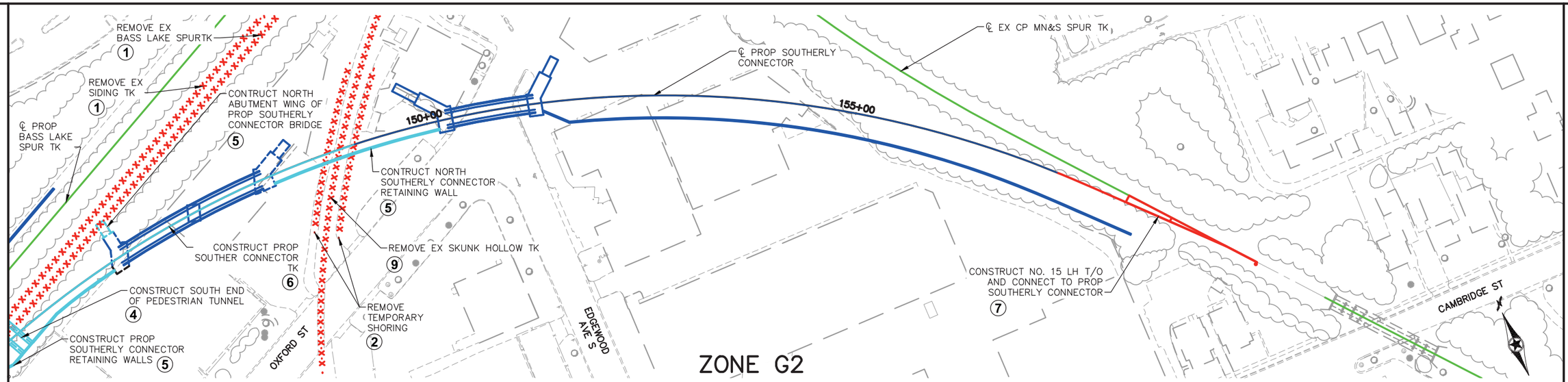
Civil - Appendix C - 86

SOUTHWEST LRT
TRACK
BASS LAKE SPUR PHASING PLAN
PHASE 8 - ZONE G2

DISCIPLINE: TRACK

SHEET NAME: E1-FRT-STG-PHASE_8-008

SHEET 53 OF 76



WORK:
SEE E1-FRT-STG-PHASE_9-002

OPERATIONS:
SEE E1-FRT-STG-PHASE_9-002

TIMING:
SEE E1-FRT-STG-PHASE_9-002

LEGEND
- IN SERVICE TRACK
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED IN PREVIOUS PHASE.
- TRACK OR OTHER ELEMENT REMOVAL
- PROPOSED TRACK OR OTHER ELEMENT CONSTRUCTED WITHOUT RAIL OPERATION SHUTDOWN
- PROPOSED TRACK CONSTRUCTION – WITH RAIL OPERATION SHUTDOWN
- OUT OF SERVICE TRACK

ABBREVIATIONS:
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PROP: PROPOSED
EX : EXISTING
UG : UNDERGRADE
NO : NUMBER

SCALE 0 30 60 120

Feb. 21 2017 05:23 pm V:\3400_ADC\CAD\00_EAST\PLANSHEETS\TRACK\E1-FRT-STG-PHASE_10.dwg By: KleySD

June 21, 2017 - Addendum 9

AECOM

12/22/16

METROPOLITAN COUNCIL

SOUTHWEST Green Line LRT Extension

Revision 4

Civil - Appendix C - 97

SOUTHWEST LRT
TRACK
BASS LAKE SPUR PHASING PLAN
PHASE 10 - ZONE G2

DISCIPLINE: **TRACK**

SHEET NAME: **E1-FRT-STG-PHASE_10-007**

SHEET **64** OF **76**

APPENDIX "C' – SCHEDULE OF WORK

Work by Applicant (Phase 8) – Complete by March 2019 in advance of Phase 10

1. Sta. 158+21 to 159+95: Grade for Connection
2. Sta. 159+95: Construct pad for #15 righthand turnout required for Connection

Work by CP Forces (Phase 8) – Complete by March 2019 in advance of Phase 10

1. Provide flagging protection for any Applicant work within twenty-five (25') feet of the CP's MN&S track centerline at the Connection

Work by CP Forces (Phase 10) – Complete as provided by the provisions of Section 2d)

1. Install one (1) #15 turnout and approximately 150 feet of track on CP's MN&S required for the Connection

APPENDIX "D' – FEDERAL TRANSIT ADMINISTRATION PROVISIONS

The provisions of this Exhibit are required because this Agreement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Exhibit shall prevail. For the purposes of this Exhibit, when indicated by the text of this Exhibit, the terms "contract work," "work," and similar references mean the work performed by Soo Line Railroad d/b/a Canadian Pacific ("CP") as outlined on Appendix A which is the subject of this Agreement.

To the extent applicable, CP agrees as follows:

1. **Fly America Requirements.** CP agrees to comply with 49 U.S.C. section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CP shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America Act requirements. CP agrees to include the requirements of this Section 1 in all subcontracts under this Agreement that may involve international air transportation.

2. **Energy Conservation.** CP agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

3. **Access to Records and Reports.**

   (A) Record Retention. CP will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

   (B) Retention Period. CP agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. CP shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the

performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

(C) Access to Records. CP agrees to provide sufficient access to FTA and its contractors to examine, inspect and audit records and information related to performance of this Agreement as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), CP agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of CP which are directly pertinent to this Agreement for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

CP also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") contractor, access to CP's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.

(D) Access to the Sites of Performance. CP agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

The expiration or termination of this Agreement does not alter the record retention or access requirements of this Section 3.

4. **Federal Changes.** CP shall comply with the required FTA clauses set forth in this Agreement and with all applicable FTA regulations, policies, procedures, and directives including, without limitation, those listed directly or by reference in the underlying agreement between the Council and FTA, as they may be amended during this Agreement. CP's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the Term of this Agreement, shall constitute a material breach of this Agreement. Applicable changes to federal requirements apply to CP's subcontracts as well.

5. **Recovered Materials.** CP agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA"), as amended (42 U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

6. **No Obligation by the Federal Government.** The Council and CP acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or

approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Council, CP, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

CP agrees to include the preceding clause in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

7. **Program Fraud and False or Fraudulent Statements or Related Acts.** CP acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq*., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, CP certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, CP further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CP to the extent the Federal Government deems appropriate.

   CP also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on CP, to the extent the Federal Government deems appropriate.

   CP agrees to include the above language in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

8. **Civil Rights.** Under this Agreement, CP shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

   (A) Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132, and federal transit law at 49 U.S.C. section 5332, CP agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, CP agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(B) Nondiscrimination in Contracting. CP agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third party contract it signs:

(1) CP must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(2) CP must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

(C) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

(1) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e *et seq.*, and federal transit laws at 49 U.S.C. section 5332, CP agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. CP agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CP agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, CP agrees to refrain from discrimination against present and prospective employees for reason of age.

In addition, CP agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended 42 U.S.C. section 4151 *et seq.*, and federal transit law at 49 U.S.C. section 5332, CP agrees that it will not discriminate against individuals on the basis of disability. In addition, CP agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, and any other implementing requirements FTA may issue. CP agrees that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

(D) Inclusion in Subcontracts. CP agrees to include the requirements of this Section 8 in each subcontract under this Agreement, modified only to identify the subcontractor that will be subject to the provisions.

9. Disadvantaged Business Enterprise ("DBE") (FTA funding with no DBE Goal).

(A) Nondiscrimination. Pursuant to 49 C.F.R. section 26.13, CP, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CP shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by CP to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Council deems appropriate (including withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying CP from future bidding as non-responsible). CP shall include this requirement in all subcontracts pursuant to this Agreement.

(B) Prompt Payment. CP agrees to pay subcontractors within ten (10) calendar days of CP's receipt of payment from the Council for undisputed services provided by the subcontractor. CP agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether CP has received payment of retainage from the Council. CP shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the Council. CP agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. CP will not be reimbursed for work performed by subcontractors unless and until CP ensures that subcontractors are promptly paid for work they have performed. Failure to

comply with the provisions of this Section 9 may result in the Council finding CP in noncompliance with the DBE provisions of this Agreement.

10. **Incorporation of FTA Terms.** The provisions of this Exhibit include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F (as revised from time to time) and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CP shall not perform any act, fail to perform any act, or refuse to comply with any Council requests which would cause the Council to be in violation of the FTA terms and conditions.

11. **Reserved.**

12. **Clean Water.** CP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251-1387. CP agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. CP also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

13. **Certification of Restrictions on Lobbying; Disclosure.** CP certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of CP, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, CP shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    CP shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By its signature on this Agreement, CP certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CP understands and agrees that the provisions of 31 U.S.C. section 380l, *et seq.,* apply to this certification and disclosure, if any.

14. **Clean Air.** CP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. CP agrees to report each violation to the Council and understands and agrees that the Council will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. CP also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

15. **Debarment and Suspension; Integrity Certification.** CP agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Agreement. By signing this Agreement, CP certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Council relies in entering this Agreement. If it is later determined that CP knowingly rendered an erroneous certification, in addition to other remedies available to the Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor shall provide to the Council immediate written notice if at any time CP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. CP will include a provision requiring such compliance in its lower tier covered transactions.

16. **Reserved.**

17. **Veteran's Preference.** CP shall cause its contractors to give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

18. Executive Order/Special DOL EEO Clauses. The provisions of this Section 18 apply only if the value of a subsequent construction contract exceeds ten thousand dollars ($10,000).

During the performance of this Agreement, CP agrees as follows:

(A) CP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CP shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Council setting forth the provisions of this nondiscrimination clause.

(B) CP shall, in all solicitations or advertisements for employees placed by or on behalf of CP state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) CP shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Council, advising the labor union or workers' representative of CP's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) CP shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) CP shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Council and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of CP's noncompliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and CP may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) CP shall include the provisions of paragraphs A through G of this Section 18 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. CP shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CP becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CP may request the United States to enter into such litigation to protect the interests of the United States.

19. Buy America. The provisions of this Section 19 apply only if the amount of this Agreement (including the value of any amendments thereto) exceeds $150,000.

CP agrees to comply with 49 U.S.C. section 5323(j) and 49 C.F.R. part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. section 661.7.

20. Cargo Preference. CP agrees: (a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph (a) to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Council (through CP in the case of a lower-tier participating subcontractors bill of lading); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

21. Davis-Bacon and Copeland Anti-Kickback Act. For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor

Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

(A) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as an exhibit and made a part of this Agreement, regardless of any contractual relationship which may be alleged to exist between CP and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such labors or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by CP and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CP shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(3) If CP does not make payments to a trustee or other third person, CP Ralway may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the

written request of CP, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CP to set aside in a separate account assets for the meeting of obligations under the plan or program.

(4) Non-listed Class Wage Determinations.

(a) The Council's Project Manager shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Council's Project Manager shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the work determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If CP and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Council's Project Manager agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Council's Project Manager to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Council's Project Manager or will notify the Council's Project Manager within the 30-day period that additional time is necessary.

(c) In the event CP, the laborers or mechanics to be employed in the classification or their representatives, and the Council's Project Manager do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Council's Project Manager shall refer the questions, including the views of all interested parties and the recommendation of the Council's Project Manager, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Council's Project Manager or will notify the Council's Project Manager within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to the paragraphs (B) or (C) of this Section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

(B) Withholding. The Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from CP under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CP or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Council may, after written notice to CP, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(C) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by CP during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CP shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If CP employs apprentices or trainees under approved programs, CP shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) Certified Payrolls.

(a) CP shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Council for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. section 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (i.e. the last 4 digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://dol.gov/esa/whd/forms/wh347instry.htm or its successor site. CP is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CP or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under section 5.5(a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.

(d) The falsification of any of the above certifications may subject CP or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) CP or subcontractor shall make the records required under paragraph C(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CP or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CP, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. section 5.12.

(D) Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to CP as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification

of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where CP is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CP or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, CP will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 C.F.R. section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, CP will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(E) Compliance with Copeland Act Requirements. CP shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this Agreement.

(F) Subcontracts. CP or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. section 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CP shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. section 5.5.

(G) Contract Termination: Debarment. A breach of the contract clauses in 29 C.F.R. section 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. section 5.12.

(H) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are incorporated by reference in this Agreement.

(I) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CP (or any of its subcontractors) and the Council, the U.S. Department of Labor, or the employees or their representatives.

(J) Certification of Eligibility.

(1) By entering into this Agreement, CP certifies that neither it nor any person or firm who has an interest in CP firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. section 5.12(a)(1).

(2) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. section 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

22. Contract Work Hours and Safety Standards Act. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, CP shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. sections 3701-3708, as supplemented by the DOL regulations at 29 C.F.R. part 5.

(A) Overtime Requirements. Under 40 U.S.C. section 3702, CP and any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics must not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(B) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (A) of this Section, CP and any subcontractor responsible for a violation shall be liable for the unpaid wages. In addition, CP and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this Section, in the sum of twenty-five dollars ($25) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this Section.

(C) Withholding for Unpaid Wages and Liquidated Damages. The Council shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CP or subcontractor under this Agreement or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same [Contractor or Named Party], such sums as may be determined to be necessary to satisfy any liabilities of CP or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this Section.

(D) Subcontracts. CP or subcontractor shall insert in any subcontracts the clauses set forth in this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CP shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

(E) Safety Standards.

(1) General Requirement. CP agrees to comply with 40 U.S.C. section 3702 and section 3704, as supplemented by the Department of Labor regulations (29 C.F.R. part 5). Among other things, CP agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(2) Subcontracts. CP also agrees to include the requirements of this paragraph in each subcontract. The term "subcontract" under this paragraph is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this paragraph if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this paragraph do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

APPENDIX "E" - INSURANCE

1. Applicant shall at its own cost and expense, obtain and maintain (or cause to be obtained and maintained by the Applicant's contractor), during the term of this Agreement, and any extensions hereof, the following policies of insurance:

a) **Commercial General Liability Insurance** policy with an inclusive limit of not less than **Five Million Dollars ($5,000,000)** per occurrence and Ten Million Dollars ($10,000,000) in the aggregate (which shall apply separately for this project) for bodily injury and property damage. Such insurance shall specifically state by its wording or by endorsement:

(1) CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Applicant under this Agreement and incidental thereto;

(2) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

(3) blanket contractual liability, including the insurable liabilities assumed by the Supplier under this Agreement;

(4) products & completed operations;

(5) shall not exclude operations on or in the vicinity of the railway right of way; and

(6) the policies shall be endorsed to provide CP with not less than thirty (30) days written notice (ten days for non-payment of premium) in advance of cancellation, material change or amendments restricting coverage.

b) **Automobile Liability insurance** covering bodily injury and property damage in an amount not less than **Two Million Dollars ($2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Applicant and used in regards to this Agreement. The Applicant's contractor shall independently maintain automobile liability insurance covering bodily injury and property damage in an amount not less than **Two Million Dollars ($2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the contractor and/or its subcontractors and used in connection with the construction of the Southerly Connector.

c) **Railroad Protective Liability insurance**, in the name of CP, with a single limit (personal injury and property damage combined) of not less than **Five Million Dollars ($5,000,000)** per occurrence and **Ten Million Dollars ($10,000,000)** per aggregate. The work under this Agreement shall not commence until such time as the evidence of coverage is received and approved by CP. Railroad Protective Liability insurance shall only be applicable during the term of this Agreement.

d) **Workers Compensation insurance** which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than **One Million Dollars ($1,000,000)** each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Applicant shall, or Applicant's contractor and its subcontractors shall, before any work is commenced under this Agreement submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the work under this Agreement. CP and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

2. Applicant shall, prior to the effective date of this Agreement, and upon the insurance renewal date thereafter, furnish to CP Certificates of Insurance evidencing the above coverages. Such notice shall be by registered mail to the specific attention of: Canadian Pacific Railway Company, Insurance Compliance, P.O. Box 100085 – C5, 1 Ebix Way, Duluth, GA 30096. Alternatively, such notice can be sent by email to cprail@ebix.com.

3. The acquisition and maintenance of insurance policies by Applicant shall in no manner limit or restrict the liabilities incurred by Applicant under the provisions of this Agreement.

4. If the Applicant fails to maintain the Insurance required under this Agreement, CP may at its option terminate this Agreement.

Exhibit I: Form of Right of Entry Agreement

Licensee:	Effective Date :	FEBRUARY 18, 2018
METROPOLITAN COUNCIL	Expiration Date:	AUGUST 31, 2018
	Purpose of Work:	SURVEY – INSPECTION
FILE: MN-HENN-002574	Location:	HENNEPIN CO. – BASS LAKE

RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at:

Address	Contact Info	
Real Estate Department 700 Canadian Pacific Plaza 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	David Drach
	Phone:	(612) 904-6139
	Fax:	(612) 904-6147
	Email:	David_drach@cpr.ca

hereinafter called "**CP**,"

and

Metropolitan Council, whose address is:

Address	Contact Info	
6465 Wayzata Blvd. Suite 500 St. Louis Park, MN 55426	Name:	Mike Vogel
	Phone:	(612) 558-1405
	Email:	Michael.vogel@metc.state.mn.us

hereinafter called "**Licensee**."

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in

Hennepin County, Minnesota

described in Exhibit A and depicted in Exhibit B appended hereto and made a part hereof,

(the "**Property**")

2.2. Work Purpose:

for the sole for the purpose of performing, generally, the following activities:

Survey, topographic and visual inspections.

(the "**Work**").

2.3. Grant of License:

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site:

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term: The term of this Agreement shall

Commence at 12:01 am **on February 18, 2018**, the "**Effective Date**;" and

Expire at 11:59 pm **on August 31, 2018**, the "**Expiration Date**;"

the "**Term**." Upon agreement between CP and Licensee, the Term may be lengthen or shorten without affecting any other provisions of this Agreement

3.2. Expiration:

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date.

3.3. TERMINATION; EXCLUSION:

NOTHWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4.0 FLAGGING and SAFETY PROTECTION EQUIPMENT

4.1 FLAGGING

Land within 25 feet of the centerline of any main line track, except within the boundaries of at-grade public road crossing shall be classified as the "**Operating Zone.**" Anytime that Licensee's Work is to occur within the Operating Zone, Licensee must notify CP or its designee at Twin Cities & Western Railroad by telephone at least three working days prior to beginning any such Work within 25 feet and, if required by CP or its designee, not proceed with such Work until flagging can be provided.

Flagging charges are for a minimum 8 hour period. Cancellation of any scheduled flagging must be made by 8:30 am of the business day preceding the day on which the flagging was to be provided. Failing that, the Licensee will be charged for a minimum 8 hours of flagging.
Within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

The fact that CP provides or waives flagging service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service. The applicable rate for flagging may be obtained by the Licensee at the time flagging is scheduled.

4.2 SAFETY PROTECTION EQUIPMENT

Each and every person, employee or agent of Licensee entering upon the Property pursuant to this License must be equipped with the following "**Personal Protection Equipment**" or "**PPE**:"

4.2.1 All personal protective equipment shall be approved by American National Standards Institute (ANSI).

4.2.2 The following mandatory protective equipment shall be supplied by the Licensee at his own expense; it shall be in good condition and be properly fitted.

a. **Safety hard hat** shall be worn at all times, except inside enclosed vehicles or equipment.

b. **Safety boots** shall be worn at all times. They must meet US ANSI Z41-83 standards. They must be laced and the laces must be tied securely to provide adequate support for the ankle, and have a minimum six inch high upper and a 5/8" heel measured from the sole.

c. **Safety eyeglasses** with side shields shall be worn at all times except when in a vehicle or building

d. **Hearing protectors** shall be worn in all designated locations and also wherever noise level exceeds 85 decibels.

e. **Respirators**, appropriate for the Work, shall be worn whenever work involving dust or fumes is performed.

f. **Fluorescent orange work wear** with reflective striping shall be worn whenever work is being done in the vicinity of tracks, crossings and roadways, and in whatever areas used by moving vehicles or equipment, and in all other designated areas, except when fall protection or pole climbing equipment is being used.

4.2.3 **Attire.** Clothing must be suitable to perform job functions safely, protect against hazards to the skin and be adequate for existing weather conditions. Shirts must be worn at all times, pants should be at least ankle length.

5.0 CONDUCT and LIMITATIONS

5.1. Work Conduct:

5.1.1. ***Property clean, safe and free from nuisances***

The Licensee shall not allow its Work to create any nuisance upon the Property and shall at all times conduct its Work in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

5.1.2. **Use of Hazardous Substances**

The Licensee shall not without prior written disclosure to and approval by CP, use or authorize the use of any Hazardous Substance (any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law) on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall use or generate.

5.1.3. **Property Boundaries.**

Licensee shall be responsible for determining the location and extent of the boundaries of the Property and avoidance of trespass onto third party property.

5.2 Not Applicable

5.3 Permits And Licenses; Compliance With Laws:

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

5.4. Subleasing or Assignment is prohibited.

The Licensee may not assign or sublease the permissions or rights herein granted in any manner or form.

5.5. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6. PAYMENTS

6.1. Utilities, Supplies, Materials and Labor.

Licensee shall be solely responsible for the payment of all utilities, supplies, materials or Labor encompassed in the Work.

6.2 Mechanics' And Materialmen's Liens:

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

6.3. Work At No Cost To CP:
The Work completed by Licensee shall be performed at no cost to CP.

6.4 License Fee.
In consideration for the grant of the permissions contained in this license, Licensee pay pay to CP the amount of $1.00 in advance.

7. LIABILITY and INSURANCE

7.1. Damage To Tracks, Facilities, And Equipment:
If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

7.2. Assumption Of Risk:
Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

7.3. Indemnity:
To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

7.4 Insurance:
A minimum of 3 business days prior to its intended entry unto the Property, Licensee shall provide evidence of and maintain during the life of this License, and so long as any of its employees or agents or equipment are upon the Property, the following insurance:

(i) Worker's Compensation Insurance which fully meets the requirements of any Workers' Compensation Law in force at the location where the Work is performed, including the requirements of any Occupational Disease Law;
(ii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles engaged in or about the worksite, with a combined single limit of $1,000,000;
(ii) Commercial general liability insurance with a combined single limit of not less than $2,000,000 per occurrence and $5,000,000 aggregate.
All such policies shall be endorsed to waive railroad exclusions.

This License shall not be valid until the foregoing evidence of insurance is approved by CP.

8. ENTIRE AGREEMENT

8.1. Survival Of Indemnity Provisions:
The indemnification provisions of this Agreement shall survive its expiration or termination.

8.2. Mere License:
The permissions encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

8.3. No Warranty Of Title:
CP does not warrant that it has good title to the Property.

8.3. Assignment; Binding Effect:
This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

8.4 Governing Law:
This Agreement shall be construed and interpreted in accordance with the laws of the state of Minnesota, without reference to the choice of law rules of that state.

8.6 Entire Agreement:
This Agreement is the full, complete, and entire Agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

8.7. Headings:
The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

8.8. Singular And Plural:
As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

9. SIGNATURES.

THE PARTIES HERETO have executed this Agreement as evidence of their agreement to the terms herein.

METROPOLITAN COUNCIL	**SOO LINE RAILROAD COMPANY** *doing business as* Canadian Pacific
By _____	By _____
Its SENIOR PROJECT DIRECTOR	Its Director Real Estate - US
Date 26FEB18	Date February 27, 2018

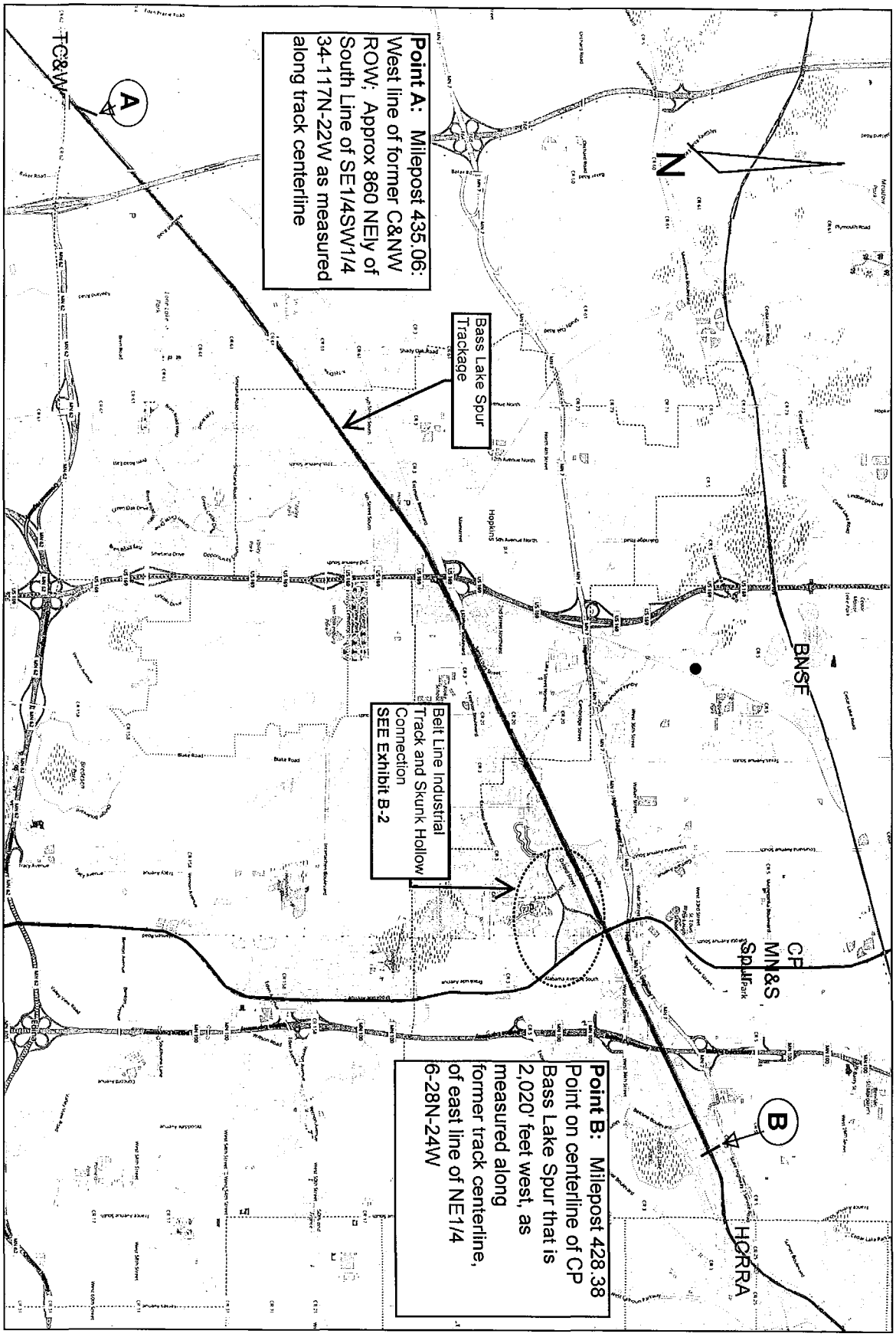
PROPERTY DESCRIPTION

A. That certain line of railroad extending easterly from

Point "A" at Milepost 435.06 near Hopkins, Minnesota, 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 1117 North, Range 22 West to

Point B at railroad Milepost 428.38, 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**.


Point A: Milepost 435.06: West line of former C&NW ROW; Approx 860 NEly of South Line of SE1/4SW1/4 34-117N-22W as measured along track centerline
TC&W
A
N
Bass Lake Spur Trackage
Hopkins
BNSF
Belt Line Industrial Track and Skunk Hollow Connection
SEE Exhibit B-2
CP MN&S Spur
Point B: Milepost 428.38 Point on centerline of CP Bass Lake Spur that is 2,020' feet west, as measured along former track centerline, of east line of NE1/4 6-28N-24W
B
HCRRA

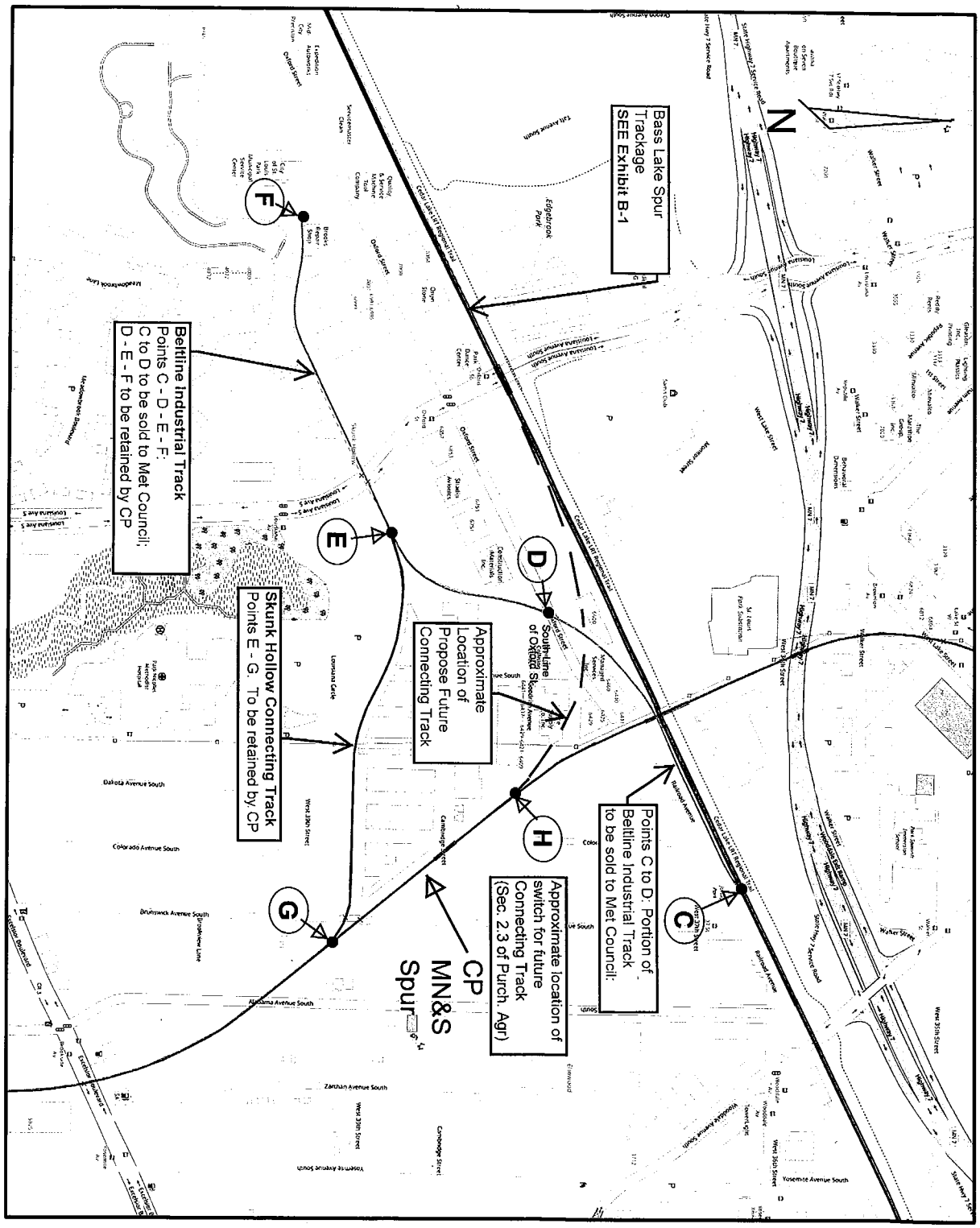

Bass Lake Spur
Trackage
SEE Exhibit B-1
Beltline Industrial Track
Points C - D - E - F:
C to D to be sold to Met Council;
D - E - F to be retained by CP
Skunk Hollow Connecting Track
Points E - G. To be retained by CP
Approximate
Location of
Propose Future
Connecting Track
Approximate location of
switch for future
Connecting Track
(Sec. 2.3 of Purch. Agr)
Points C to D: Portion of
Beltline Industrial Track
to be sold to Met Council
CP
MN&S
Spur
F
E
D
H
G
C
N

Exhibit J: Form of Partial Assignment Agreement for Bass Lake Spur Trackage.

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 COUNTRY 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:_____

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

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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]

(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

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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 SOO [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.

[redacted]

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

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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]

The adjustment formula shall be:

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

(2) (i) For Base Charge:

[redacted] = 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.

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(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.

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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 respond 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

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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:

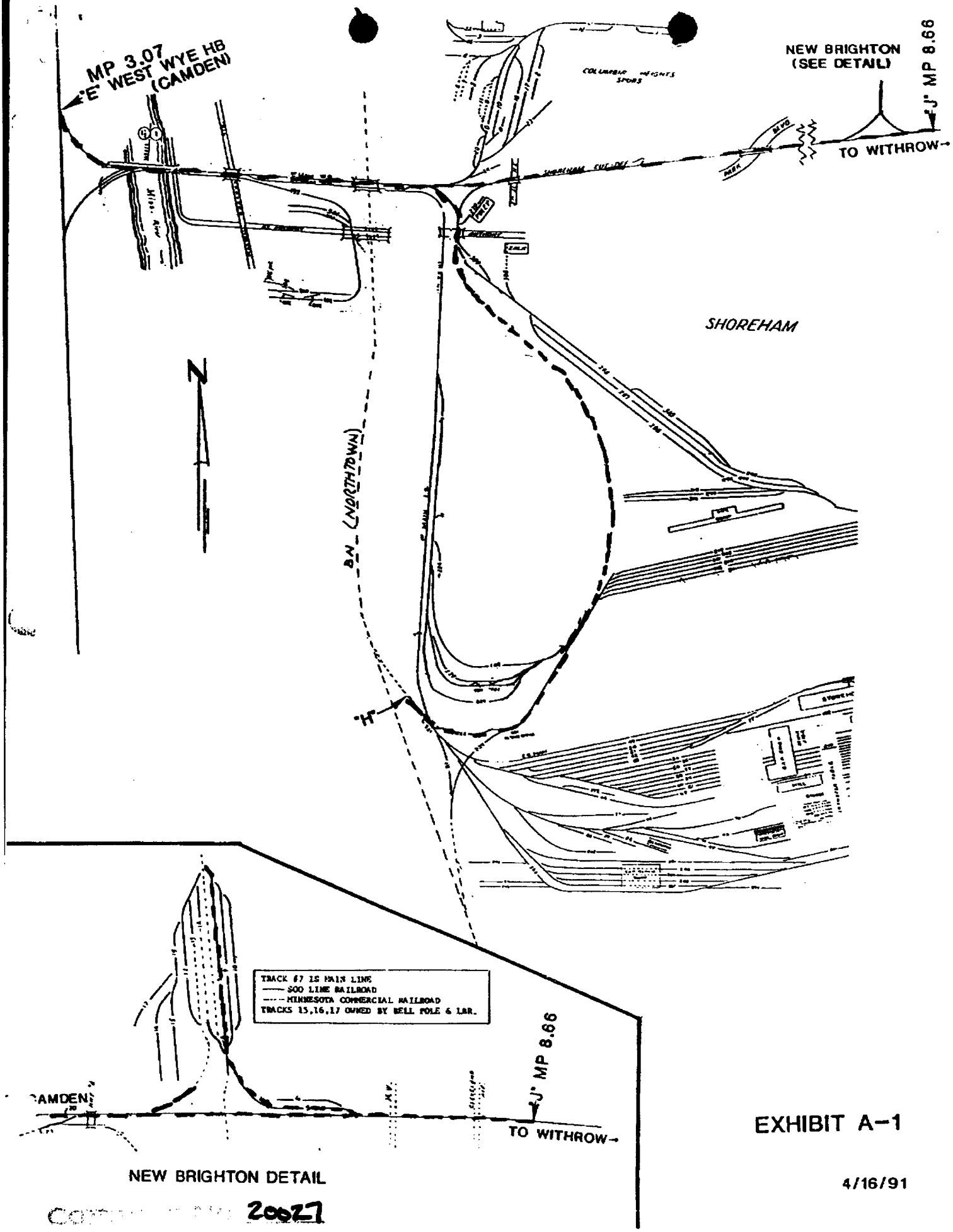
(a) SOO and Buyer shall arrange for and Buyer shall accept a route to St. Paul Yard whereby Buyer shall operate over property owned by Hennepin County Regional Rail Authority, or its successor, ("HCRRA"), from the vicinity of either Tower E-14, Hopkins, or St. Louis Park to Cedar Lake Junction (approximately 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]

[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 [redacted], but in no event shall BUYER be required to pay [redacted] 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.

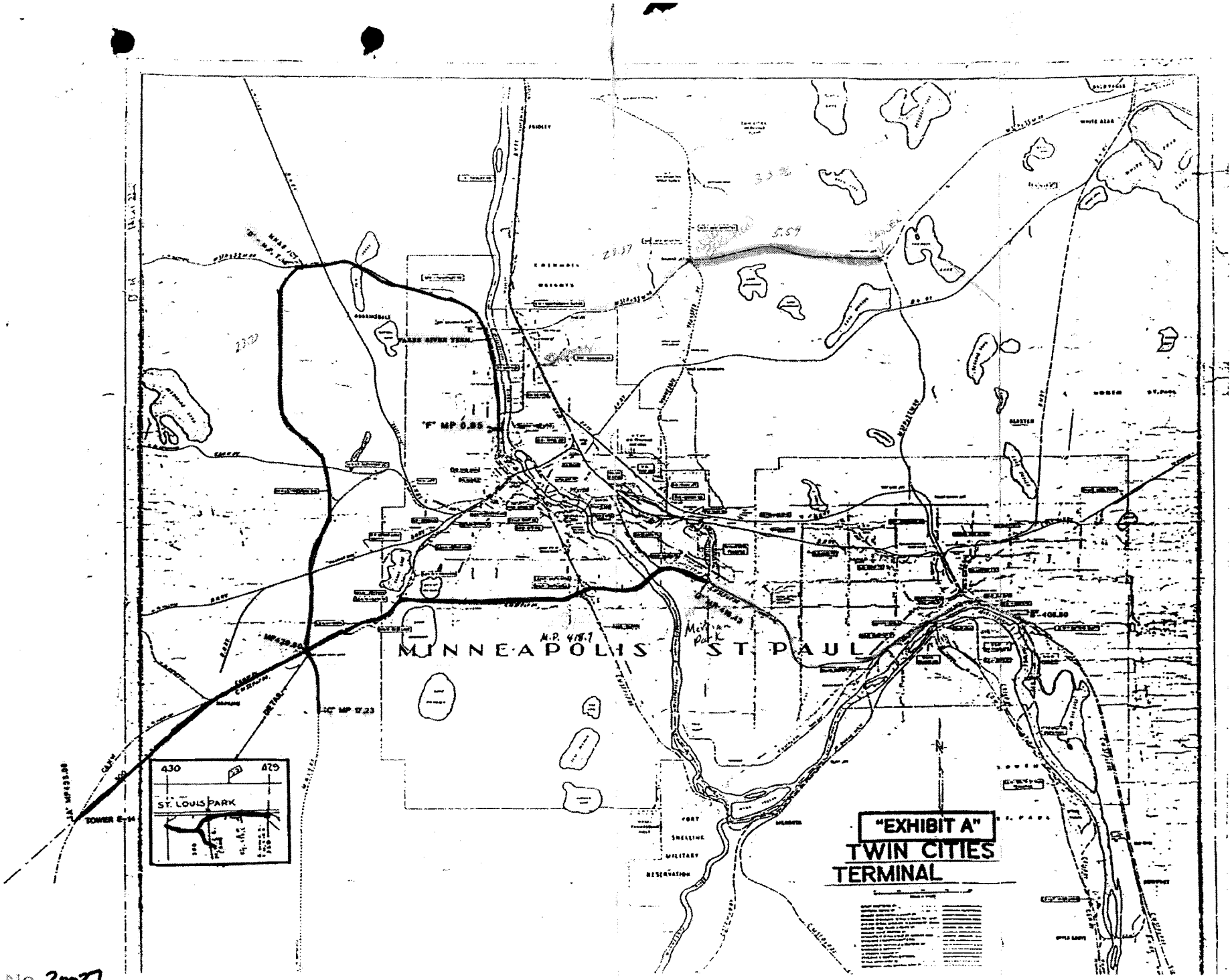


NEW BRIGHTON DETAIL

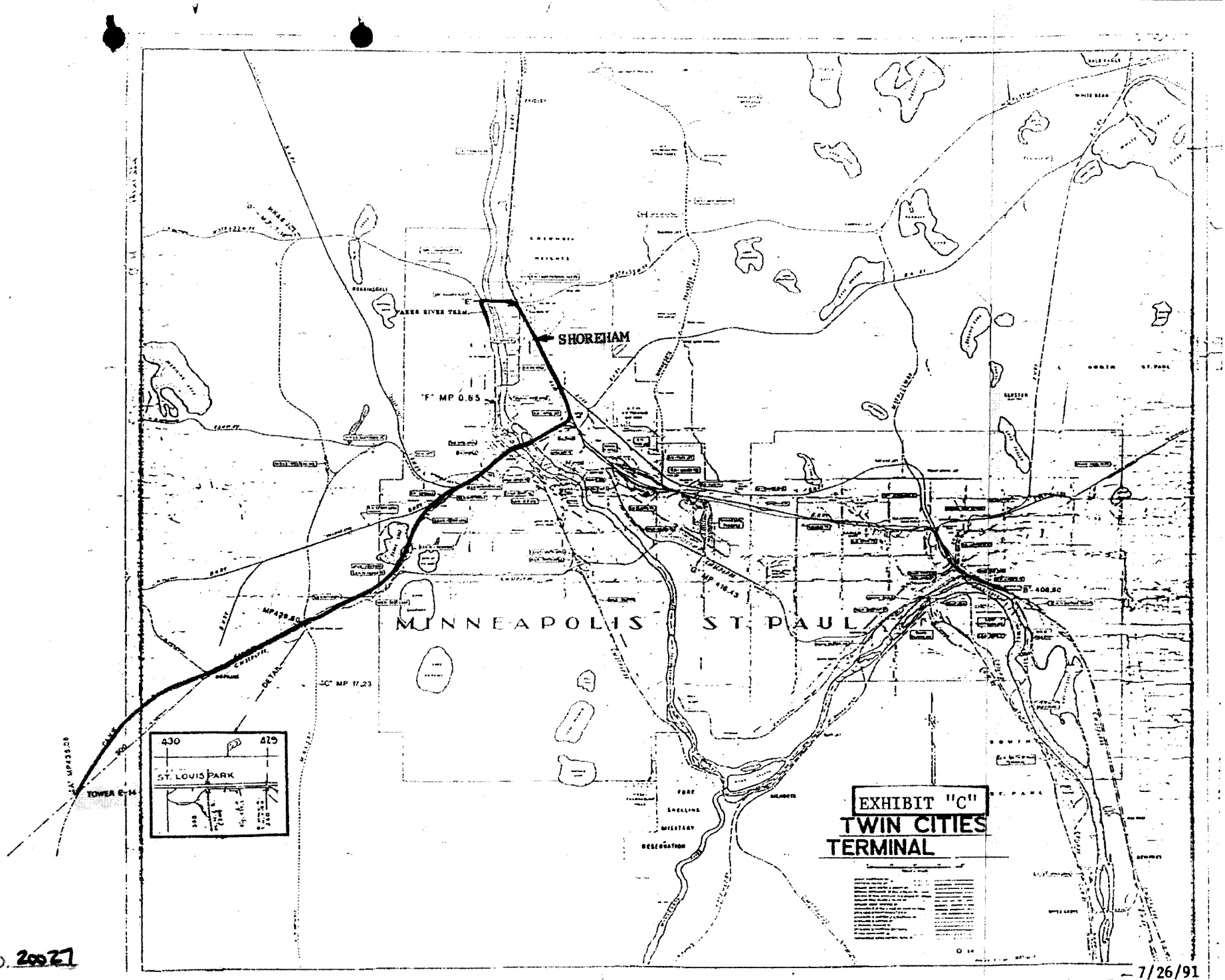
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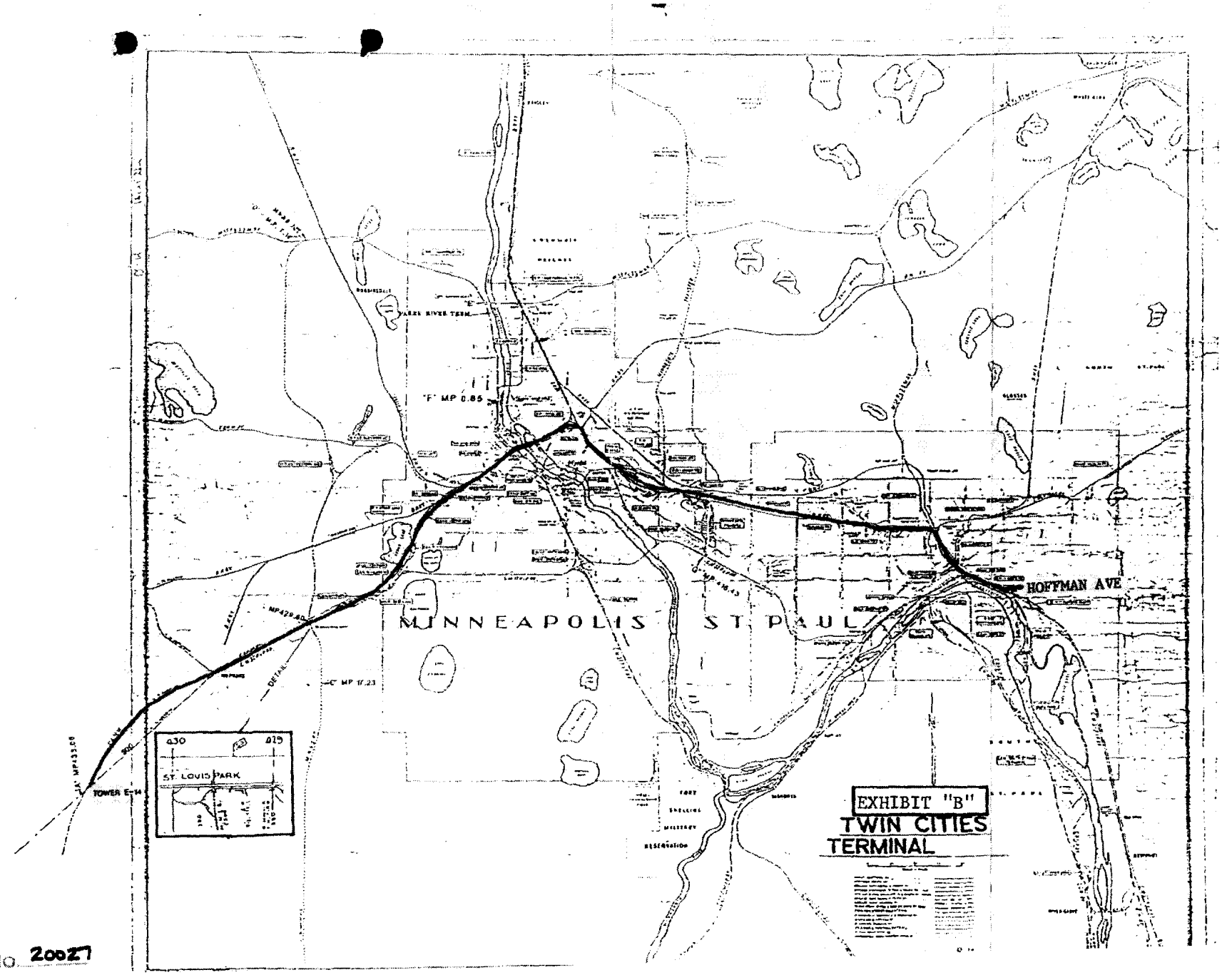


CONTRACT NO. 20027



CONTRACT NO. 20027

7/26/91



CONTRACT NO. 20027

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] 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 ommissions of parties other that 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 as 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

CP COUNTERPART
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

By _____
P. A. Pender
Vice President and
Chief Operating Officer

TWIN CITIES & WESTERN RAILROAD COMPANY

By _____
Chairman

OK as to Legal Form

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] 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) [redacted]

(b) [redacted]

2.2 [redacted]

2.3 [redacted]



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 [redacted] 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 [redacted]

its operations over Cargill-owned trackage. [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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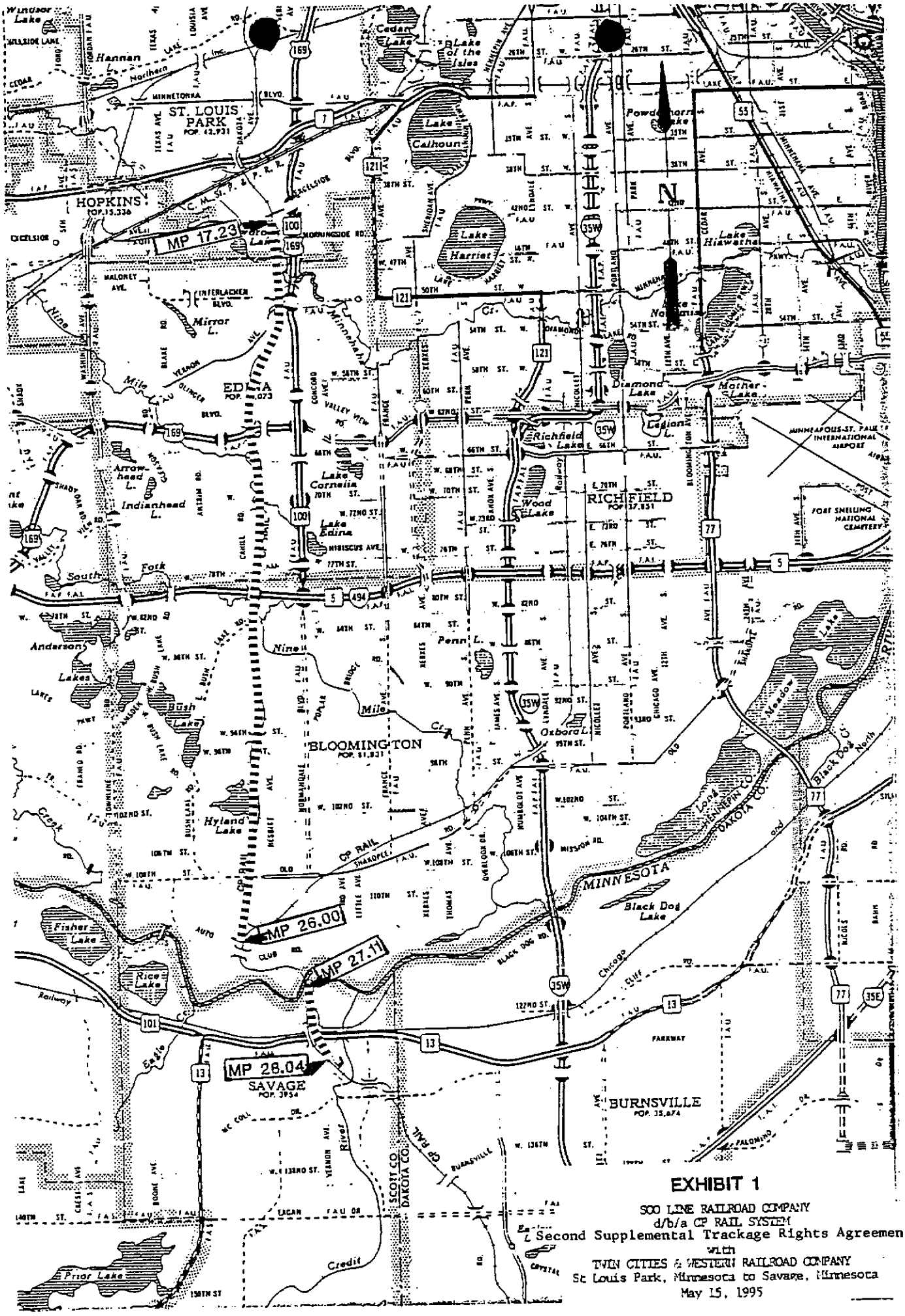


EXHIBIT 1

SOO 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

EXHIBIT D - BASS LAKE SPUR FREIGHT RAIL EASEMENT AGREEMENT

See Attachment 2, Exhibit 4b