

Appendix G Supporting 4(f) Information



Project Name (on enhancements.org)	Trail Name	Geographic Description	City	Funding			Year Programmed
				Federal Award	Local Match	Total Cost	
Mpls-Bikeway	Cedar Lake Trail	TH 100 to Royalston Avenue	Minneapolis	\$ 648,155	\$ 445,746	\$ 1,093,901	1995
Kenilworth Trail	Kenilworth Trail		Minneapolis	\$ 500,634	\$ 125,159	\$ 625,793	1999
TH 7 Overpass on SWLRT Regional Trail	Bridge over TH 7	Bridge between Beltline Blvd & TH100	St.Louis Park	\$ 353,762	\$ 88,440	\$ 442,202	2002
Midtown Greenway Safety Elements	Midtown Greenway		Minneapolis	\$ 450,000	\$ 118,108	\$ 568,108	2003
Urban Village Midtown Greenway	Midtown Greenway	From Dupont to Colfax	Minneapolis	\$ 338,139	\$ 84,535	\$ 422,674	2006
Cedar Lake Trail-3rd Ave N Connection	Twins Way	Between 7th St N & 12th St N	Minneapolis	\$ 484,572	\$ -	\$ 484,572	2010
At Beltline Blvd in SLP	Bridge over Beltline		St.Louis Park	\$ 1,027,200	\$ 256,800	\$ 1,284,000	2011

Cedar Lake Park

RESOLUTION NO. 37-HCRRRA-92

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Johnson:

WHEREAS, The City of Minneapolis Park and Recreation Board (Park Board) and Cedar Lake Park have discussed interim use of portions of the Hennepin County Regional Railroad Authority (HCRRRA) property in the Cedar Lake-Kenwood area, Bryn Mawr area, and the near northside Harrison area in Minneapolis; and

WHEREAS, Such use is consistent with similar activities currently allowed by Hennepin County in several municipalities on the Southwest Corridor between the cities of Hopkins and Victoria; and

WHEREAS, The Park Board has already acquired portions of land adjacent to Cedar Lake in Golden Valley, St. Louis Park, and Minneapolis; and

WHEREAS, The Park Board has offered to police and maintain this area at no cost to the HCRRRA and would like to lease the property for open space purposes,

BE IT RESOLVED, That staff is directed to negotiate a lease with the City of Minneapolis Park and Recreation Board for interim use of specific properties owned by the HCRRRA in the City of Minneapolis until such time that those properties become necessary for light rail transit; and

BE IT FURTHER RESOLVED, That the negotiated lease be brought to the HCRRRA for approval prior to execution; and

BE IT FURTHER RESOLVED, That no permanent structures or fixtures be installed during the interim use of HCRRRA properties, and that HCRRRA staff be directed to explore means of retaining recreational uses of said properties as a compatible use with light rail transit when and if such properties are determined to be utilized for light rail transit.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Peter McLaughlin	<u>X</u>	---	---
Handy Johnson	<u>X</u>	---	---
John Keefe	<u>X</u>	---	---
John E. Derus	<u>X</u>	---	---
Tad Jude	<u>X</u>	---	---
Judy Makowske	<u>X</u>	---	---
Mark Andrew, Chairman	<u>X</u>	---	---

RESOLUTION ADOPTED MAY 19, 1992

ATTEST: 
Tad Jude, Secretary

Hopkins to Chaska Trail

RESOLUTION NO. 52R-HCRRRA-92

The following resolution was offered by Commissioner Keefe, seconded by Commissioner Johnson:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRRA) has purchased a system of linear rail corridors for implementation of Light Rail Transit (LRT); and

WHEREAS, integrated use of portions of the property for trail use is deemed compatible with implementation of LRT; and

WHEREAS, the Interim Use Policy established by HCRRRA provides for utilization of the rail corridors for hiking trails until LRT is established within the corridors; and

WHEREAS, interim use is not consistent across municipal boundaries and the Suburban Hennepin Regional Park District is prepared to assume administrative responsibility and provide for consistent use of the LRT corridors from Hopkins to Victoria and Chaska until such time as LRT is implemented,

BE IT RESOLVED, that Lease No. A09222 and Lease No. A09922 with the Suburban Hennepin Park Reserve District providing for interim use of Light Rail Transit corridors between Hopkins and Victoria and Chaska, including the cities of Hopkins, Minnetonka, Eden Prairie, Chanhassen, Deephaven, Greenwood, Excelsior, Shorewood and Victoria be approved, and that the Chairman be authorized to sign the Lease on behalf of the Authority.

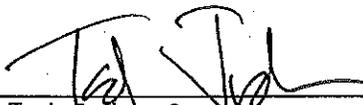
The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Peter McLaughlin	<u>X</u>	_____	_____
Randy Johnson	<u>X</u>	_____	_____
John Keefe	<u>X</u>	_____	_____
John E. Derus	<u>X</u>	_____	_____
Tad Jude	<u>X</u>	_____	_____
Judy Makowske	<u>X</u>	_____	_____
Mark Andrew, Chairman	<u>X</u>	_____	_____

RESOLUTION ADOPTED JULY 14, 1992

ATTEST:


Tad Jude, Secretary

HOPKINS TO CHASKA

PERMIT AGREEMENT

This agreement, entered into by and between the Hennepin County Regional Rail Authority, a Minnesota political subdivision, ("Permittor") and Suburban Hennepin Regional Park District, a Minnesota political subdivision ("Permittee").

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises.

Permittor hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property located in Hennepin and Carver Counties, Minnesota, described as follows:

The center 16 feet generally conforming to the track bed of all that part of the HCRRRA right-of-way, formerly the Chicago and NorthWestern Transportation Company's right-of-way from State Highway 169 in Hopkins southwesterly to Mile Post 32 in Chaska westerly of U.S. Highway 212 in Carver County.

The said real estate shall be hereinafter described as the "Premises."

2. Uses.

The Premises shall be for the use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes only, including but not limited to pedestrian use, cross county skiing, and the riding of horses, bicycles and other vehicles, and for all uses and requirements necessary to the enjoyment of the Premises for said uses. Permittee shall be granted temporary use of adjacent lands controlled by Permittor as reasonably required for construction and maintenance of the Premises.

3. Term.

The term of this permit shall be for an indefinite period, commencing on _____, until termination in accordance with Paragraph 4.

4. Termination.

Either party may at any time terminate this permit by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Rail Authority by delivering a copy thereof to the executive director of the principal office in the Hennepin County Government Center, Minneapolis, Minnesota 55487 or by depositing the same in the United States post office directed to the Executive Director of the principal office. Such notice may be served on the Suburban Hennepin Regional Park District by delivering a copy thereof to its Superintendent, 12615 County Road 9, Plymouth, Minnesota 55441. Except as provided herein, this agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use.

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permittor of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Permittor has agreed to the terms of this Permit to provide

a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination.

On the expiration of thirty (30) days after such service of said notice, this permit and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said thirty (30) days and shall before the expiration of said thirty (30) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. Rent.

Upon any such termination of this permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Other Users.

The Hennepin County Regional Rail Authority shall assume responsibility for securing such permissions as may be required from the Minnesota Department of Transportation in connection with this permit. In addition, Permittor shall use its best efforts to terminate or amend any permits or leases, or other written permission to the Premises which may previously have been extended to others by Permittor and which conflict with this permit.

9. Subpermits.

Permittee shall have the right to grant permits to subpermittees on the same terms and conditions and for the same uses as are contained in this permit. The Permittor shall have the right to review and approve said subpermits, but such approval shall not be unreasonably withheld. Said subpermits may provide for the survival of such subpermits by consent of Permittor in the event of any failure to perform on the part of Permittee.

10. Signage.

Permittee shall maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the Suburban Hennepin Regional Park District. Any such signage must receive the prior approval of Permittor and also identify the Hennepin County Regional Railroad Authority as the owner of the corridor and that the corridor is reserved for light rail transit or other future transportation uses.

11. Nuisance.

Permittee shall not permit the existence of any nuisance on said Premises. Permittee at all time shall keep said Premises

clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee at its sole cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the trail.

12. Utilities, Title.

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any existing roadways and easements. Permittee agrees to provide to Permitter or other tenants of Permitter access over and through the Premises on these roadways and easements should such access be deemed necessary by Permitter. Permittee accepts said

Premises subject to the right of Permitter, its employees, agents and contractors to walk upon said Premises to repair adjacent property and the right of Permitter, its employees, agents and contractors to temporarily place equipment upon the property at Permitter's own responsibility and risk for the purpose of maintaining, repairing or inspecting or constructing upon Permitter's adjacent property.

13. Indemnification.

Permittee shall defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

Permitter shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

14. Insurance.

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid,

Permitter shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permitter in connection therewith.

15. Waste.

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permitter at the expiration or termination of this permit agreement in as good condition as when entered upon.

16. Quiet Enjoyment.

Permitter has the right and authority to enter into this agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 12.

17. Waiver.

No receipt of money by Permitter from Permittee after any default by Permittee or after the expiration of this permit or

after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permittor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

18. Breach.

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permittor, then it shall be lawful for the Permittor, then or at any time thereafter, to declare this permit ended, and to reenter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of thirty (30) days' notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Permittor thereafter to avail itself of same and any

subsequent breach thereof. In the event Permittor has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permittor.

19. Assignment.

The benefits and obligations of this permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permittor reserves the right to review and revise the rental applicable to this permit upon any change in the status of this permit, the Permittee, or person occupying in the Premises during the term of this permit or any renewal thereof.

20. Improvements.

Permittee shall be responsible for the construction of all improvements necessary to the maintenance of a trail corridor on the Premises and the maintenance of said trail corridor. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to maintain the trail corridor. Construction plans, if any, shall be submitted to the Permittor for review and comment. Permittor reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Permittor's sole discretion, that said plans are incompatible with its future use of the Premises.

21. Law Enforcement.

Permittee shall have primary responsibility for the promulgation of rules, regulations and ordinances relating to the Premises. The parties hereto recognize that municipal ordinances and law enforcement may also be involved in regulating the Premises. Permittee agrees to use its best efforts to coordinate regulation and law enforcement of the Premises with the several municipalities in which the Premises lie.

22. Environmental Concerns.

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, Subpermittees or Invitees during Permittee's period of use, including conditions introduced by Permittee which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permittor discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permittor shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. Permittor may

enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permittor reasonably believes that an emergency exists on the Premises. Permittor shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permittor's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

23. Compliance with Laws, Ordinances and Rules.

Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises.

24. Condition of Premises Inspection.

Permittee accepts the premises in an "AS IS CONDITION" with no express or implied representations or warranties by Permittor as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 1992.

Upon proper execution, this agreement will be legally valid and binding.



Assistant County Attorney
Date: 7-24-92

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

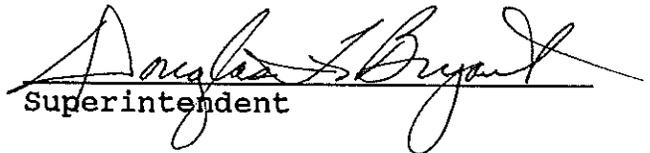


Chairman, Board of Commissioners


Deputy Executive Director

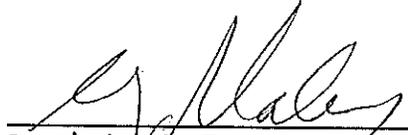
SUBURBAN HENNEPIN REGIONAL PARK DISTRICT

Attorney for Suburban Hennepin Regional Park District
Date: _____



Superintendent

Approved as to execution:



Assistant County Attorney
Date: 7-24-92



Chair, Board of Commissioners

HOPKINS
TO
CHASKA

RESOLUTION NO. 42-HCRRRA-89

The following resolution was offered by Commissioner Keefe,
seconded by Commissioner Spartz:

WHEREAS, Resolution 89R-HCRRRA-88 authorized staff to negotiate with the Chicago and NorthWestern Transportation Company (CNW) for the purchase of an abandoned railroad right of way together with necessary connections to currently owned Hennepin County Regional Railroad Authority (HCRRRA) properties, all lying between the cities of Hopkins and Chaska;

BE IT RESOLVED, That the purchase agreement with CNW for acquisition of the railroad right of way between Milepost 19.9 in the City of Hopkins and Milepost 32 in the City of Chaska, Carver County in the maximum amount of \$2,700,000 be approved and that the Chairman is authorized to sign the agreement on behalf of the Authority; and that the Deputy Executive Director be authorized to accept the necessary documents to complete the transaction;

BE IT FURTHER RESOLVED, That staff is directed to pursue funding participation from the State of Minnesota Railbank program, State of Minnesota Department of Transportation, City of Eden Prairie, and Carver County Regional Railroad Authority to support the acquisition of the CNW right of way.

The question was on the adoption of the resolution and there were
6 YEAS and 0 NAYS as follows:

COUNTY OF HENNEPIN BOARD OF COUNTY COMMISSIONERS	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Jeff Spartz	<u>X</u>	—	—
Randy Johnson	<u>X</u>	—	—
John Keefe	<u>X</u>	—	—
John E. Derus	<u>X</u>	—	—
Tad Jude	<u>X</u>	—	—
Mark Andrew	—	—	<u>ABSENT</u>
Sam S. Sivanich, Chairman	<u>X</u>	—	—

RESOLUTION ADOPTED JULY 25, 1989

ATTEST:


Tad Jude, Secretary

HOPKINS TO CHASKA RIGHT OF WAY

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

Parcel 1: Milepost 21-Milepost 32
Length - 11 miles
PRICE \$1,750,000

Proposed Sources of Fund:
City of Eden Prairie 250,000
MnDOT 250,000
MN Rail Bank Program 750,000
Carver County Regional Railroad Authority 77,000
HCRRA 423,000 \$1,750,000

Parcel 2: Milepost 19.9-Milepost 21
Length - 1.1 Miles
PRICE \$950,000

Proposed Sources of Funds:
MN Rail Bank Program 475,000
HCRRA 475,000 \$950,000

TOTAL COST TO HCRRA \$898,000

\$ 2,700,000

HOPKINS TO

5754384

CHASKA

Authorization No. 7246

DEED NO. 86511

41-0001
22-0001
23-0005
19-116-22
20-116-22
30-116-22
41-0001
22-0001
23-0005
42-0005 & 44-0050
21-0001
13-0007, 52, & 31-0001
44-0017
11-0067
24-117-22
25
26
27
34
23-0001
14-0003 & 41-0002
11-0001
22-0001
14-0003
03-116-22
04
09
16
17

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, conveys and quitclaims to HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision and local government unit of the State of Minnesota, 2400-A Government Center, Minneapolis, Minnesota 55487, GRANTEE, all interest in the following described real estate situated in the Counties of Hennepin and Carver, and the State of Minnesota, to wit:

HENNEPIN COUNTY, MINNESOTA

Strips of land of varying widths being part of Grantor's railroad right of way from Hopkins to Chaska located in the County of Hennepin, State of Minnesota, including all of Grantor'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 sections:

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

Section 19 - Southwest Quarter

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

Section 24 - South Half of the Southeast Quarter
 Section 25 - Northwest Quarter of the Northeast Quarter; North Half of the Northwest Quarter
 Section 26 - East Half of the Northeast Quarter; Government Lot 4; Government Lot 3; Government Lot 2; Government Lot 1
 Section 27 - Southeast Quarter of the Southeast Quarter
 Section 34 - Northeast Quarter; West Half of the Southeast Quarter; East Half of the Southwest Quarter

TOWNSHIP 116 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 3 - Northwest Quarter
 Section 4 - Southeast Quarter of the Northeast Quarter part of which is described in Certificate of Title No. 49402; East Half of the Southeast Quarter
 Section 9 - Northeast Quarter; West Half of the Southeast Quarter; Southwest Quarter
 Section 16 - Northwest Quarter
 Section 17 - East Half of the Northeast Quarter; Southeast Quarter; Southeast Quarter of the Southwest Quarter
 Section 20 - Northwest Quarter
 Section 19 - Southeast Quarter of the Northeast Quarter; North Half of the Southeast Quarter; Government Lot 3
 Section 30 - Government Lot 1; Government Lot 2; Northwest Quarter of the Southwest Quarter.

CARVER COUNTY, MINNESOTA

Strips of land of varying width being part of Grantor's railroad right of way from Hopkins to Chaska located in the County of Carver, State of Minnesota, including all of

ST
X
(30)
(34)
(61)

Grantor'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:

TOWNSHIP 116 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN

Section 25 - Government Lot 3; Southeast Quarter
Section 36 - Northwest Quarter of the Northeast Quarter;
Northeast Quarter of the Northwest Quarter;
Government Lot 3; Government Lot 4
Section 35 - South Half of the Northeast Quarter; South Half
of the Northwest Quarter; Northwest Quarter of
the Southwest Quarter
Section 34 - Northeast Quarter of the Southeast Quarter;
Northwest Quarter of the Southeast Quarter

thence continuing Southwesterly across the Southwest Quarter of the Southeast Quarter of said Section 34, Township 116 North, Range 23 West of the Fifth Principal Meridian to Grantor's Milepost 32, Station 1157+40, being a line drawn at right angles to Grantor's original main track center line at a point thereon distant 1,245 feet Southwesterly from its intersection with the North line of the Southwest Quarter of the Southeast Quarter of said Section 34.

All according to the Government Survey thereof.

Together with and including all of Grantor's right, title and interest in "as is" condition as of the date of this deed, in and to all bridges and culverts (but not trackage, signal and communication facilities) situated upon said real estate.

Subject to:

- (1) Roads and highways, if any.
- (2) Covenants, easements, conditions, and restrictions of record.
- (3) Rights of any government agency, public or quasi-public utilities to occupy said premises for the use and maintenance of existing conduits, sewers, drains, water mains, gas lines, electric power lines, and other utilities, whether or not of record.

By the acceptance of this conveyance, the Grantee, for itself and/or its heirs, successors, transferees and assigns, hereby agrees

to, at its sole cost and expense to take all steps necessary to comply with any and all governmental requirements relating to the conveyance of said real estate, including land subdivision or use requirements and payments for any and all transfer taxes or other taxes and fees incidental to the recordation of the deed, except for documentary stamps. In the event Grantee fails to comply with any such requirement and Grantor is obligated so to comply, then Grantee shall be liable for all costs, fees, expenses, interests and judgments against Grantor, and the same shall constitute a lien against said real estate until full payment by Grantee.

Further, this conveyance is made upon the express condition that the Grantor, its successors and assigns, shall have the right to enter upon the above described real estate, for a period of ninety (90) days (weather permitting) from the date of this conveyance or until June 30, 1991, whichever is later, within which to remove all railroad tracks and appurtenances thereto, or any signal and communication facilities from said real estate and adjoining real estate. After said removal, Grantor will make the necessary repair of street, road and highway crossing surfaces.

The Seller certifies that the Seller does not know of any wells on the described real property.

STATE DEED TAX DUE HENNON \$ 7,576.80

1990 AND PRIOR TAXES PAID
DEPT. OF PROPERTY TAX & PUBLIC RECORDS
TRANSFER ENTERED

C. V. FILED NOT REQ.

FEB 27 1991

FEB 29 1991

HENNEP COUNTY MINN.
[Signature] DEPUTY

[Signature] DEPUTY

HENNEP COUNTY
PROPERTY TAX DEPT
BY DEED FILED
02/28/91 8:51AM 1990 \$7576.80

DATED this 20th day of December, 1990.

Signed, Sealed and Delivered in Presence of:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

[Signature]

By [Signature]
RICHARD B. TAYLOR, Vice President

[Signature]

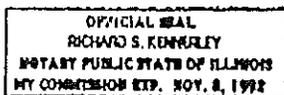
Attest [Signature]
ANNE E. KEATING, Asst. Secretary



STATE OF ILLINOIS)
COUNTY OF C O O K } SS

I, RICHARD S. KENNERLEY, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that RICHARD B. TAYLOR and ANNE E. KEATING, to me personally known and known to me to be, respectively, Vice President and Assistant Secretary of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, Vice President and Assistant Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 20th day of December, 1990.



Richard S. Kennerley
Notary Public, in and for the County
of Cook, in the State of Illinois
RICHARD S. KENNERLEY

My Commission Expires: November 8, 1992

*Send 70x statements to:
Hennepin County Regional Railroad Authority
Southwest Street Level
Government Center
Mpls, Mn 55487-0016 (Mort. Code 763)*

This instrument was prepared by Chicago and North Western Transportation Company, 165 North Canal Street, Chicago, Illinois 60606.

L-131-17

50.

5754384

28FEB9115:39 C5754384 CON \$5.00
29FEB9115:39 C5754384 DOC \$10.00

OFFICE OF COUNTY RECORDER
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED AND OR
RECORDED ON

91 FEB 28 PH 3:40

DOCUMENT # 5754384
R. Dan Carlson CO. RECORDER
R. Dan Carlson

Call:
Kew F.
X 9265

HOPKINS TO CHASKA
MN DOT MORTGUAGE

AGREEMENT No. 66279

AGREEMENT BETWEEN

HENNEPIN COUNTY REGIONAL

RAILROAD AUTHORITY

AND

THE STATE OF MINNESOTA

AGREEMENT

This Agreement is made by and between the State of Minnesota, acting by and through its Department of Transportation (hereinafter referred to as "MN/DOT"), and the Hennepin County Regional Railroad Authority (hereinafter referred to as "HCRRA").

WITNESSETH THAT:

WHEREAS, pursuant to Minn. Stat. 222.50, Subd. 7.e., The Commissioner of Mn/DOT is authorized to pay, from the Minnesota Rail Service Improvement Account, a portion of the costs of acquiring a rail line by a regional railroad authority established pursuant to Minn. Stat. Ch. 398A; and

WHEREAS, HCRRA is established as a regional rail authority pursuant to Minn. Stat. Ch. 398A, and has received a certificate of incorporation from the Secretary of State; and

WHEREAS, MN/DOT is interested in preserving a rail line including the railroad bed, right-of-way, and other appurtenances of railroad right-of-way, including public use sidings, and railroad buildings from milepost 19.9 (approximately) to milepost 32.0 from Hopkins to Chaska, and from milepost 19.9 to milepost 21.0 in Hopkins, hereafter referred to as the "Line", for possible continued transportation purposes; and

WHEREAS, the Interstate Commerce Commission has authorized the abandonment of the Line and the Chicago and North Western Transportation Company intends to cease rail service on the Line; and

WHEREAS, HCRRA has reached agreement to acquire the Line pursuant to Minn. Stat. 398A.04, Subd. 1(b) for continuation of transportation service,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

Pursuant to the following terms and conditions, MN/DOT will provide to HCRRA up to 50% of the cost of acquiring the Line, not to exceed \$1,225,000.00.

ARTICLE I. Use of Funding

The funds provided by MN/Dot to HCRRA hereunder shall be used exclusively for acquisition of the Line. Should the HCRRA fail to use the property for transportation purposes within 20 years from the date this agreement is entered into. The HCRRA shall return to the state the sum of \$1,225,000.00 used to purchase the line or 50% of the then value of the property, which ever is greater.

ARTICLE II. Notifications.

The HCRRA shall notify MN/DOT through its Director of the Office of Railroads and Waterways in writing at least 30 days before the effective dates of the following agreements, events or arrangements:

1. All contract agreements, or amended agreements, with any party for rail operations, maintenance and management or sale of the Line or portion of the Line;
2. The receipt of the final payment of any Agreement of Sale embodying the HCRRA's sale of the railroad assets; and
3. Changes in HCRRA organizational structure, address, telephone number, and chairman.

In the event that HCRRA decides to change the Line from transportation to non-transportation use or to sell, trade or abandon the Line, HCRRA shall notify MN/DOT no later than 180 days prior to implementation of that decision. Nothing in this section shall relieve HCRRA of the obligations set out in Article III of this agreement.

ARTICLE III. Disposition of Line.

For the purposes of Article III of this Agreement the reference "Line" refers to the entire Line or any portion thereof.

Section 1. HCRRA shall have the right to enter into an agreement to sell the Line as long as the terms of the agreement to sell include the following provisions:

- a. The sale of the Line will be complete no sooner than 20 years from the date of this agreement.
- b. Any provision for prepayment of the purchase price or any part thereof will be subject to MN/DOT approval.

- c. MN/DOT and all contributors to the initial acquisition of the Line by MN/DOT shall receive payment pursuant to Article III, Section 4 of this Agreement prior to the effective date of the transfer of title to the Line from HCRRA to the purchaser.
- d. HCRRA shall retain the title to the Line until c. above is complete.
- e. The purchaser shall neither assign nor transfer any rights or obligations under the Agreement to sell by HCRRA without the prior written consent of HCRRA and MN/DOT.
- f. Any sale agreement shall be subject to MN/DOT review and approval.

Section 2. If the Line is not sold pursuant to Article III, Section I, and it is to be otherwise sold, traded, abandoned; or if HCRRA ceases to exist, MN/DOT shall have the first option to buy the Line pursuant to the procedures of the State Rail Bank Program, Minn. Stat. 222.63 and 14 MCAR 1.4010-1.4016.

- a. MN/DOT's cost shall be no more than 50% of the then value of the line or equal to the percentage of their investment in the initial acquisition of the Line, plus the cost of any value added improvements to the line.

Section 3. The following shall govern under MN/DOT's option to buy the Line:

- a. Under MN/DOT's option, MN/DOT and HCRRA will attempt to negotiate a purchase price. If a purchase price cannot be agreed upon, each party will appoint an arbitrator. The two arbitrators will select a third arbitrator and the two parties shall share equally the cost of the arbitration panel. The panel of arbitrators will consider the positions of both parties and will recommend a reasonable purchase price.

MN/DOT may then purchase the property at the arbitrator's recommended purchase price. If MN/DOT decides not to purchase at the recommended purchase price, it retains the right to purchase the Line at the same price which is agreed upon by HCRRA and the next bona fide prospective purchaser of the Line.

b. In the event that MN/DOT does not purchase the Line under the procedures in 3a. and HCRRA receives a bona fide offer to purchase the Line and HCRRA agrees to accept the offer, MN/DOT shall have a right to purchase the Line for the same amount. This right to purchase requires that HCRRA notify MN/DOT of its decision to sell and of the terms and conditions of the bona fide offer. MN/DOT shall then have 30 days to accept an offer to sell for the same amount as set forth in the bona fide offer to purchase.

If MN/DOT agrees to purchase the Line, it will have a reasonable period of time not to exceed one year to obtain the financial encumbrance to complete the purchase. If MN/DOT fails to exercise this option to purchase, HCRRA is free to accept the bona fide offer.

Section 4. Any agreement between the HCRRA and any purchaser shall include a specific time frame and schedule indicating how MN/DOT and all contributors to the initial acquisition of the Line shall be paid. MN/DOT's share of the sale, and that of all the contributors, shall be at a percentage equal to the percentage of their investment in the initial acquisition of the Line.

Section 5. All agreements between the HCRRA and any other parties participating in the purchase of the Line shall include provisions recognizing MN/DOT's rights pursuant to Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE IV. Indebtedness of Loan

The indebtedness of the Loan shall be evidenced by this Loan Agreement and by separate mortgage agreement which shall be recorded with the appropriate county or counties.

ARTICLE V. Conditions of Payment.

MN/DOT will provide the HCRRA with the funding provided herein upon receipt of an acceptable final purchase agreement with the Chicago and North Western Transportation Company that has been approved by the HCRRA and all other participants in the purchase. In addition, the HCRRA shall also notify MN/DOT in writing of the actual purchase price, the names of all contributors to the purchase and the amount contributed by each party, and shall provide copies of all agreements with such contributors. Prior to release of MN/DOT's funding, HCRRA shall also verify to the satisfaction of MN/DOT that all contributors to the purchase price are bound by the conditions of Article III, Sections 1, 2, 3, 4 and Article IV of this Agreement.

ARTICLE VI. State and Federal Laws Applicable.

The HCRRA shall comply with and enforce all applicable state and federal laws relating to the acquisition and operation of the Line by itself and its contractors, lessees and agents including but not limited to Minn. Stat. 222.64.

ARTICLE VII. Effective Date of Contract.

This agreement shall be effective when executed by all parties or upon such date as it is executed as to encumbrance by the Commissioner of Finance, whichever occurs later.

ARTICLE VIII. Assignment.

The HCRRA shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MN/DOT.

ARTICLE IX. Amendments.

Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

ARTICLE X. Liability.

HCRRA agrees to defend, indemnify and save, and hold MN/DOT, its agents and employees, harmless from any and all claims or causes of action arising from the performance of this Agreement by the HCRRA or its agents or employees and from the ownership, operation and maintenance of the Line by the HCRRA.

ARTICLE XI. State Audits.

The books, records, documents, and accounting procedures and practices of the HCRRA relevant to this Agreement shall be subject to examination by the MN/DOT's auditors, the state auditor, and the legislative auditor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

MINNESOTA DEPARTMENT OF TRANSPORTATION

By Mark Andrews
Title: Chair, HCRRA
Date: 5-8-91

By David E. O'Quinn
Title: Asst Commr
Date: 6/4/91

By John G. Adams
Title: Asst. Adm. Director
Date: 5-7-91

As to Form and Execution by the Attorney General:

By [Signature]
Date: _____

By _____
Title: _____
Date: _____

COMMISSIONER OF ADMINISTRATION

Original signed

JUN 10 1991

By _____
Date: **By Gerald T. Joyce**

COMMISSIONER OF FINANCE

Approved as to form
By [Signature]
Title: Asst Henn. Co. Attorney
Date: 4-26-91

By _____
Date: _____
Original Signed by
JAN HOFER

STATUTORY MORTGAGE AND ASSIGNMENTS OF RENTS

THIS STATUTORY MORTGAGE AND ASSIGNMENT OF RENTS (the "Mortgage"), made this 17TH day of MAY, 1991, between the Hennepin County Regional Rail Authority, a Minnesota Political corporation, with an address in care of Mark Andrew, Chairman Hennepin County Regional Railroad Authority, A-2307 Government Center, Minneapolis, Mn55487.0237, hereinafter (whether one or more in number) called the "Mortgagor" and the State of Minnesota acting through its Department of Transportation, hereinafter called the "Mortgagee",

WITNESSETH:

To secure the payment of One Million Two Hundred Twenty Five Thousand and No/100 (1,225,000.00) DOLLARS, without interest, according to the terms of that certain Loan Agreement bearing even date herewith between the Mortgagor and Mortgagee (hereinafter called the "Debt"):

Mortgage. Mortgagor hereby mortgages to Mortgagee the tracts of land lying in the County of Hennepin, State of Minnesota, legally described on Exhibit A hereto, subject to liens, encumbrances, and defects of title of record;

Assignment of Rents. Mortgagor hereby assigns to the Mortgagee all rents and profits due or to become due with respect to the mortgaged premises, whether before or after foreclosure or during any redemption period after a sheriff's foreclosure sale, provided that mortgagee hereby consents to all existing and hereafter arising leases of the mortgaged premises so that the same shall survive the foreclosure of this mortgage (and the taking by the mortgagee of a deed in lieu thereof) provided that:

1. The terms of leases hereafter arising do not exceed five (5) years; and
2. Rental under such leases are not prepaid for a period of more than one (1) year.

1. Statutory Covenants. Mortgagor makes and includes in this Mortgage the statutory covenants and other provisions set forth in Minnesota Statutes Section 507.15 or in any future Minnesota Statute providing for a statutory form of real estate mortgage and, the Mortgagor covenants with the Mortgagee the following additional covenants:
 - (a) To pay the indebtedness as herein provided;
 - (b) To pay all taxes.
 - (c) That the premises shall be kept in repair and no waste shall be committed.
 - (d) That the whole of the principal sum shall be come due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgages.

2. Events of Default/Acceleration of Maturity. Mortgagor agrees that at the option of the Mortgagee and in addition to Mortgagee's right to accelerate the maturity of the indebtedness secured hereby as set forth above in the Statutory Covenants, the entire remaining principal balance plus accrued interest shall become due and payable in full upon the occurrence of any of the following (each of which is herein referred to as an "Event of Default"):
 - (i) Failure by mortgagor to make any payment on the Debt when due; or
 - (ii) The default by Mortgagor in the performance of other covenants or agreements contained herein or in the Debt; or
 - (iii) Any default under the terms of any security agreement, loan agreement, or any other writing securing or governing the repayment of the Debt; or
 - (iv) The bankruptcy or insolvency of the Mortgagor; or
 - (v) The transfer of title of the property securing this Mortgage and described in Exhibit A by the mortgagor to any third party.

3. Statutory Power of Sale, Waiver and Agreement. At maturity, whether at the stated time or prior thereto by the acceleration of maturity pursuant thereto, Mortgagee (in addition to any other remedies provided for herein or which it may have at law or equity) shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorneys' fees.

MORTGAGOR HEREBY: EXPRESSLY CONSENTS TO THE FORECLOSURE AND SALE OF THE MORTGAGED PREMISES BY ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTER 580, WHICH PROVIDES FOR SALE AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PREMISES AND PUBLICATION OF SAID NOTICE FOR SIX WEEKS IN THE COUNTY OF MINNESOTA WHERE THE MORTGAGED PREMISES IS SITUATED; ACKNOWLEDGES THAT SERVICE NEED NOT BE MADE UPON MORTGAGOR PERSONALLY (UNLESS MORTGAGOR IS AN OCCUPANT) AND THAT NO HEARING OF ANY TYPE IS REQUIRED IN CONNECTION WITH THE SALE; AND EXPRESSLY WAIVES ANY AND ALL RIGHT TO PRIOR NOTICE OF SALE OF THE MORTGAGED PREMISES AND ANY AND ALL RIGHTS TO A PRIOR HEARING OF ANY TYPE IN CONNECTION WITH THE SALE OF THE MORTGAGED PREMISES.

4. Miscellaneous. This Mortgage shall be governed by and construed in accordance with the laws of the State of Minnesota and shall inure to the benefit of Mortgagee, its successors and assigns. In the event any provision hereof is determined to be unenforceable or invalid shall be deemed severed from this Mortgage and the remaining provisions carried out with the same force and effect as if the severed provisions or part thereof had not been made a part hereof.

Mortgagor or its assigns shall have the right to enter into leases of the mortgaged properties the estates of which shall be prior and superior in all respects to the lien of this Mortgage.

Hennepin County Regional
Railroad Authority
a Minnesota political corporation

By Mark Andrew
Its Chairman

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 1991, by _____
the Attorney for the Hennepin County Regional Railroad Authority, a
Minnesota political Corporation, on behalf of the corporation.

Notary Public

Contract Number 66279

ACKNOWLEDGEMENT OF RECIPIENT'S
AUTHORIZED SIGNATURES

STATE OF MINNESOTA

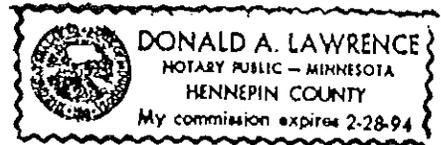
COUNTY OF HENNEPIN

On this 17 day of May, 1991, before me appeared
Mark Andrew and Vern T Genzlinger
to me personally known, who being by me duly sworn, did say they are
respectively Chairman and Deputy Executive Director of
Hennepin County Regional Railroad Authority .
RECIPIENT

By Vern T Genzlinger
Title Deputy Executive Director

By Mark Andrew
Title Chairman

Donald A Lawrence
NOTARY



Cedar Lake Trail

RESOLUTION NO. 18-HCRRRA-94

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Staples:

WHEREAS, Resolution 51-HCRRRA-93 directed Hennepin County Regional Railroad Authority (HCRRRA) staff to cooperate with the City of Minneapolis and the Minneapolis Park and Recreation Board to develop an agreement for HCRRRA participation in the Cedar Lake Bike Trail; and

WHEREAS, the City of Minneapolis has developed plans and has obtained federal funding (ISTEA) to support construction of the bike trail; and

WHEREAS, the City of Minneapolis and the Minneapolis Park and Recreation Board will provide local matching funds and assume all maintenance and operating responsibilities,

BE IT RESOLVED, that Permit Agreement No. A09304, between the Hennepin County Regional Railroad Authority (HCRRRA) and the City of Minneapolis providing for use of HCRRRA property between Lyndale Avenue and Seventh Street in the City of Minneapolis for a bicycle trail, in the receivable amount of \$1.00 annually, be approved and that the Chair be authorized to sign the Agreement on behalf of the Authority.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	—	—
Mark Andrew	<u>X</u>	—	—
Peter McLaughlin	<u>X</u>	—	—
Randy Johnson	<u>X</u>	—	—
John Keefe	<u>X</u>	—	—
Emily Anne Staples	<u>X</u>	—	—
Sandra Hilary, Chair	<u>X</u>	—	—

RESOLUTION ADOPTED APRIL 5, 1994

ATTEST: Randy Johnson
Randy Johnson, Secretary

~~2331013~~

Permit Agreement

APPROVED BY CITY COUNCIL
FEB 25 1994
19
City Clerk

This agreement, entered into by and between the Hennepin County Regional Railroad Authority, a Minnesota political subdivision, ("Permitter") and the Public Works and Engineering Department of the City of Minneapolis ("Permittee") a political subdivision.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way, in the City of Minneapolis, as delineated and colored green on HCRRA Property Maps numbered 9, and 10 and 11 and attached hereto as Exhibit A.

A more complete legal description will be prepared upon the completion of construction of the bike trail, and will replace and supersede the above description. The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes. Permitter reserves the right to limit, reject or refuse to permit the use of the Premises by Permittee or any subpermittees for any purpose which Permitter, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of the Chicago Northwestern Transportation company or any other railroad operating on the right of way adjacent to the Premises. Permittee shall submit any proposed development or other physical alterations to the Premises to Permitter to determine

its acceptability to Permittor prior to contracting any obligations or commitments in connection therewith.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the Public Works and Engineering Department of the City of Minneapolis by delivering a copy thereof to Room 203, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by

Permitter of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Permitter has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of thirty (30) days after such service of said notice, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall, without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said thirty (30) days and shall, before the expiration of said thirty (30) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. Rent

Upon any such termination of this Permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Subpermits

Permittee may grant permits to subpermittees only upon written agreement of Permittor. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

9. Signage

Permittee shall provide, install and maintain signage, including kiosks, on the Premises identifying that the Premises are being used by the Minneapolis Public Works and Engineering Department by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other transportation uses.

10. Nuisance, Waste

Permittee shall not permit the existence of any nuisance on said Premises. Permittee, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the permitted uses. Permittee shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

11. Utilities, Title, Existing Rights of Others

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any

roadways, easements, leases and permits, whether granted, at Permitter's sole discretion, either prior to or after the date of this Permit Agreement. Permittee agrees to provide to Permitter or other tenants of Permitter access over and through the Premises on these roadways and easements should such access be deemed necessary by Permitter. Permittee accepts said Premises subject to the right of Permitter, its employees, agents, permittees, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Permitter, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Permitter's property.

12. Indemnification

Permittee shall defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees or other occupiers of the Premises.

Permitter shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage

arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees, or other occupiers of the Premises.

13. Insurance

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid, Permitter shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permitter in connection therewith.

14. Covenant

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permitter at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

15. Quiet Enjoyment

Permitter has the right and authority to enter into this Agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11.

16. Waiver

No receipt of money by Permittor from Permittee after any default by Permittee or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permittor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permittor, then it shall be lawful for the Permittor, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or

agreements, or the right of Permitter thereafter to avail itself of same and any subsequent breach thereof. In the event Permitter has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permitter.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permitter reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the Permittee or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

Permittee shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to provide for any trails on the Premises or to otherwise use the Premises. Construction plans, if any, shall be submitted to the Permitter for review and comment. Permitter reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Permitter's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of the Chicago and Northwestern

Transportation Company or other railroad operating on the right of way adjacent to the Premises.

20. Environmental Concerns

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, subpermittees or invitees during Permittee's period of use, including conditions introduced by Permittee, subpermittees, or invitees which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permitter discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permitter shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Permitter may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permitter reasonably believes that an emergency exists on the Premises. Permitter shall conduct any such inspections or testing so as to minimize interference with Permittee's operations.

Permitter's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement, Permittee hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for Permittee's use of the Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, Permittee agrees to defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Permittee expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit.

21. Compliance with Laws, Ordinances and Rules

Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the

Premises. Permittee agrees to comply with rules as may be promulgated from time to time by Permitter.

22. Condition of Premises Inspection

Permittee accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Permitter as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the proximity of the Premises to the railroad right of way adjacent to the Premises and to any railroad operations thereon including, but not limited to, operations of The Chicago and Northwestern Transportation Company.

23. Liens and Encumbrances

Permittee shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by Permittee, its agents, employees, customers, invitees, subpermittees, lessees or other occupiers of the Premises pursuant to this Permit.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of

_____, 1994.

Hennepin County Regional Railroad Authority

Upon proper execution, this agreement will be legally valid and binding.

Sandra Hilary
Chair, Board of Commissioners
Date: _____

[Signature]
Assistant County Attorney
Date: 3-7-94

James M. Boury
Executive Director
Date: 4/5/94

City of Minneapolis

Attorney for the City of Minneapolis
Date: _____

Alan Doyle Bell
Mayor
Date: 2/28/94

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 3-7-94

John Mair
City Finance Officer
Date: 2/28/94

[Signature]
Attorney for the City of Minneapolis
Date: February 22, 1994

ATTESTED BY:

[Signature]
City Clerk

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9

C. R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPRISED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THOSE PARTS EMBRACED WITHIN SECTION 29, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

- PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
- PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
- PART OF GOVERNMENT LOT 1.

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1968.

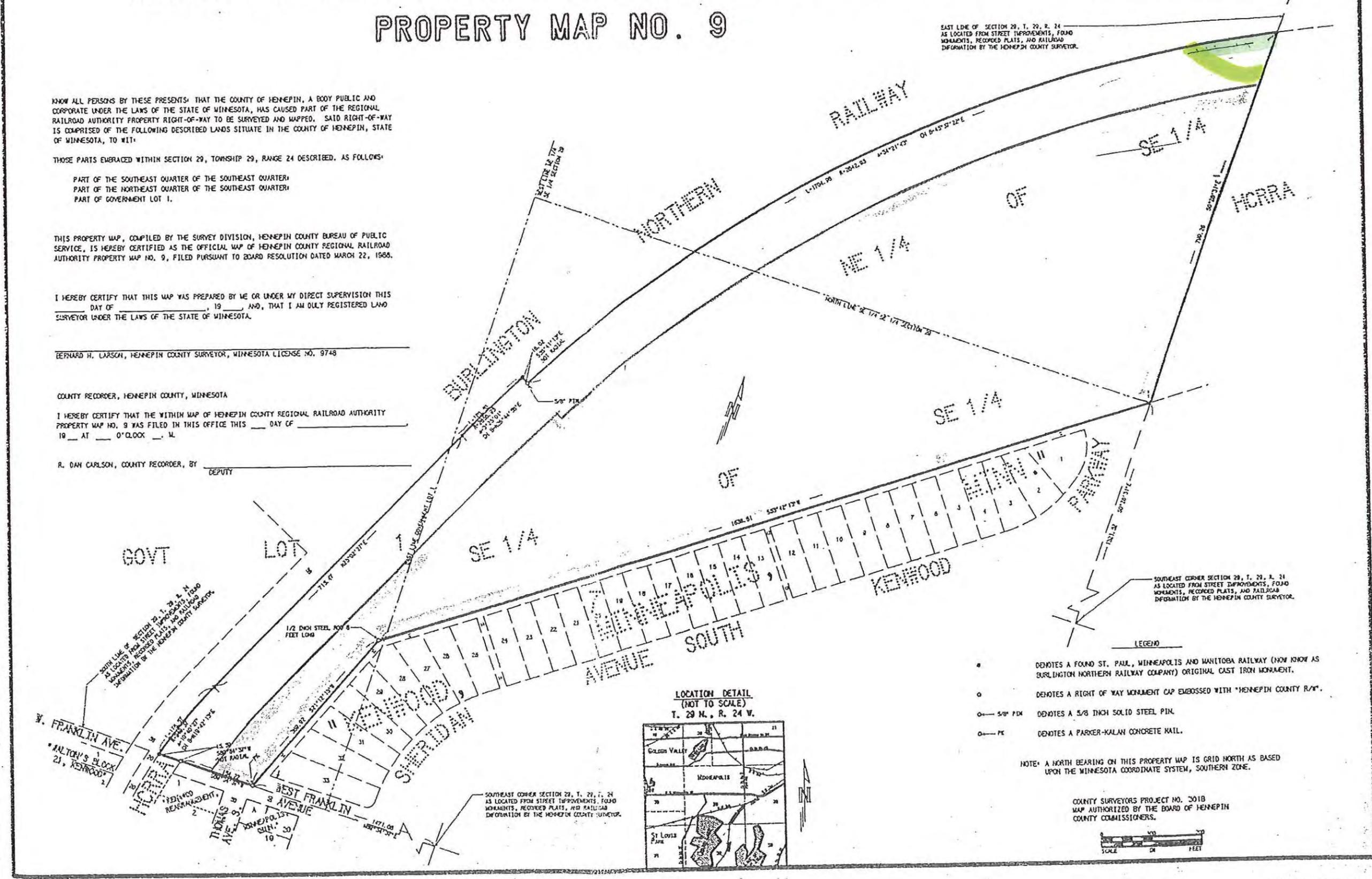
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS DAY OF _____, 19____ AND, THAT I AM DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, WISCONSIN LICENSE NO. 9748

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 9 WAS FILED IN THIS OFFICE THIS DAY OF _____, 19____ AT _____ O'CLOCK _____ M.

R. DAN CARLSON, COUNTY RECORDER, BY _____ DEPUTY



EAST LINE OF SECTION 29, T. 29, R. 24 AS LOCATED FROM STREET IMPROVEMENTS, FOUND MONUMENTS, RECORDED PLATS, AND RAILROAD INFORMATION BY THE HENNEPIN COUNTY SURVEYOR.

SOUTHEAST CORNER SECTION 29, T. 29, R. 24 AS LOCATED FROM STREET IMPROVEMENTS, FOUND MONUMENTS, RECORDED PLATS, AND RAILROAD INFORMATION BY THE HENNEPIN COUNTY SURVEYOR.

SOUTHEAST CORNER SECTION 29, T. 29, R. 24 AS LOCATED FROM STREET IMPROVEMENTS, FOUND MONUMENTS, RECORDED PLATS, AND RAILROAD INFORMATION BY THE HENNEPIN COUNTY SURVEYOR.



- LEGEND
- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
 - DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R.W."
 - 5/8" PIN DENOTES A 5/8 INCH SOLID STEEL PIN.
 - PK DENOTES A PARKER-KALAH CONCRETE RAIL.

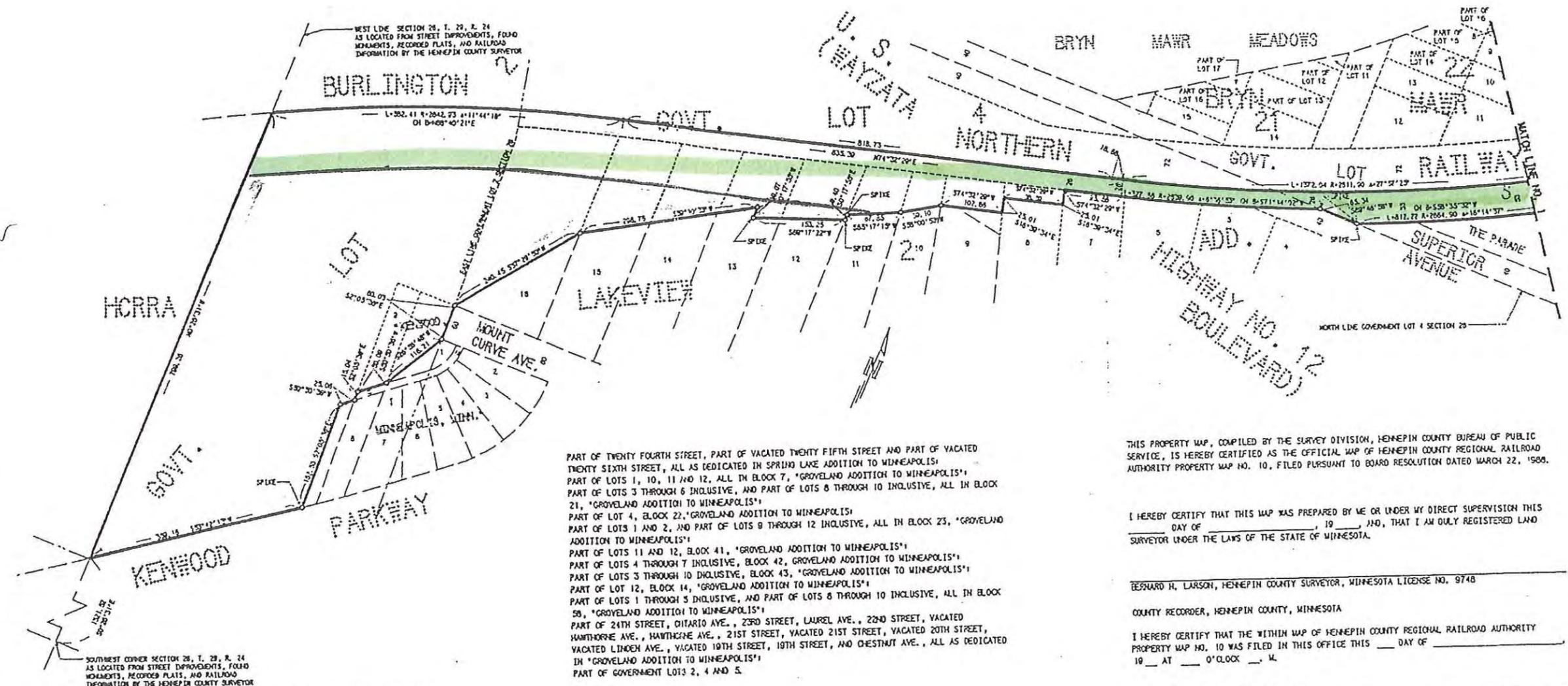
NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

COUNTY SURVEYORS PROJECT NO. 3018
MAP AUTHORIZED BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10

C. R. DOC. NO.



PART OF TWENTY FOURTH STREET, PART OF VACATED TWENTY FIFTH STREET AND PART OF VACATED TWENTY SIXTH STREET, ALL AS DEDICATED IN SPRING LAKE ADDITION TO WINNEAPOLIS;
 PART OF LOTS 1, 10, 11 AND 12, ALL IN BLOCK 7, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 3 THROUGH 6 INCLUSIVE, AND PART OF LOTS 8 THROUGH 10 INCLUSIVE, ALL IN BLOCK 21, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOT 4, BLOCK 22, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 1 AND 2, AND PART OF LOTS 9 THROUGH 12 INCLUSIVE, ALL IN BLOCK 23, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 11 AND 12, BLOCK 41, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 4 THROUGH 7 INCLUSIVE, BLOCK 42, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 3 THROUGH 10 INCLUSIVE, BLOCK 43, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOT 12, BLOCK 14, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF LOTS 1 THROUGH 3 INCLUSIVE, AND PART OF LOTS 8 THROUGH 10 INCLUSIVE, ALL IN BLOCK 58, "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF 24TH STREET, ONTARIO AVE., 23RD STREET, LAUREL AVE., 22ND STREET, VACATED HAWTHORNE AVE., HAWTHORNE AVE., 21ST STREET, VACATED 21ST STREET, VACATED 20TH STREET, VACATED LINCOLN AVE., VACATED 19TH STREET, 18TH STREET, AND CHESTNUT AVE., ALL AS DEDICATED IN "GROVELAND ADDITION TO WINNEAPOLIS";
 PART OF GOVERNMENT LOTS 2, 4 AND 5.

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1968.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS _____ DAY OF _____, 19____, AND, THAT I AM DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, MINNESOTA LICENSE NO. 9748
 COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 WAS FILED IN THIS OFFICE THIS _____ DAY OF _____, 19____ AT _____ O'CLOCK _____ M.

R. DAN CARLSON, COUNTY RECORDER, BY _____ DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPRISED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THOSE PARTS EMBRACED WITHIN SECTION 21, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:
 PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER.

THOSE PARTS EMBRACED WITHIN SECTION 28, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:

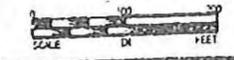
- LOT 9 AND PART OF LOT 1, ALL IN BLOCK 1, "KENWOOD, WINNEAPOLIS, MINN.;"
- PART OF LOTS 8 THROUGH 16 INCLUSIVE, BLOCK 2, LAKEVIEW ADD.;"
- PART OF THE PARADEL;
- PART OF SUPERIOR AVE., AS SHOWN ON THE PARADEL;
- LOT 2, PART OF LOTS 3 (ALSO KNOWN AS ONTARIO AVENUE) THROUGH 5 INCLUSIVE, AND PART OF LOTS 11 THROUGH 14 INCLUSIVE, ALL IN BLOCK 1, SPRING LAKE ADDITION TO WINNEAPOLIS;
- LOT 1, PART OF LOTS 2 THROUGH 4 INCLUSIVE, AND PART OF LOTS 16 THROUGH 18 INCLUSIVE, ALL IN BLOCK 3, SPRING LAKE ADDITION TO WINNEAPOLIS;



- LEGEND
- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND WISCONSIN RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
 - DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R/W".
 - SP/2E DENOTES A 60 PENNY NAIL.

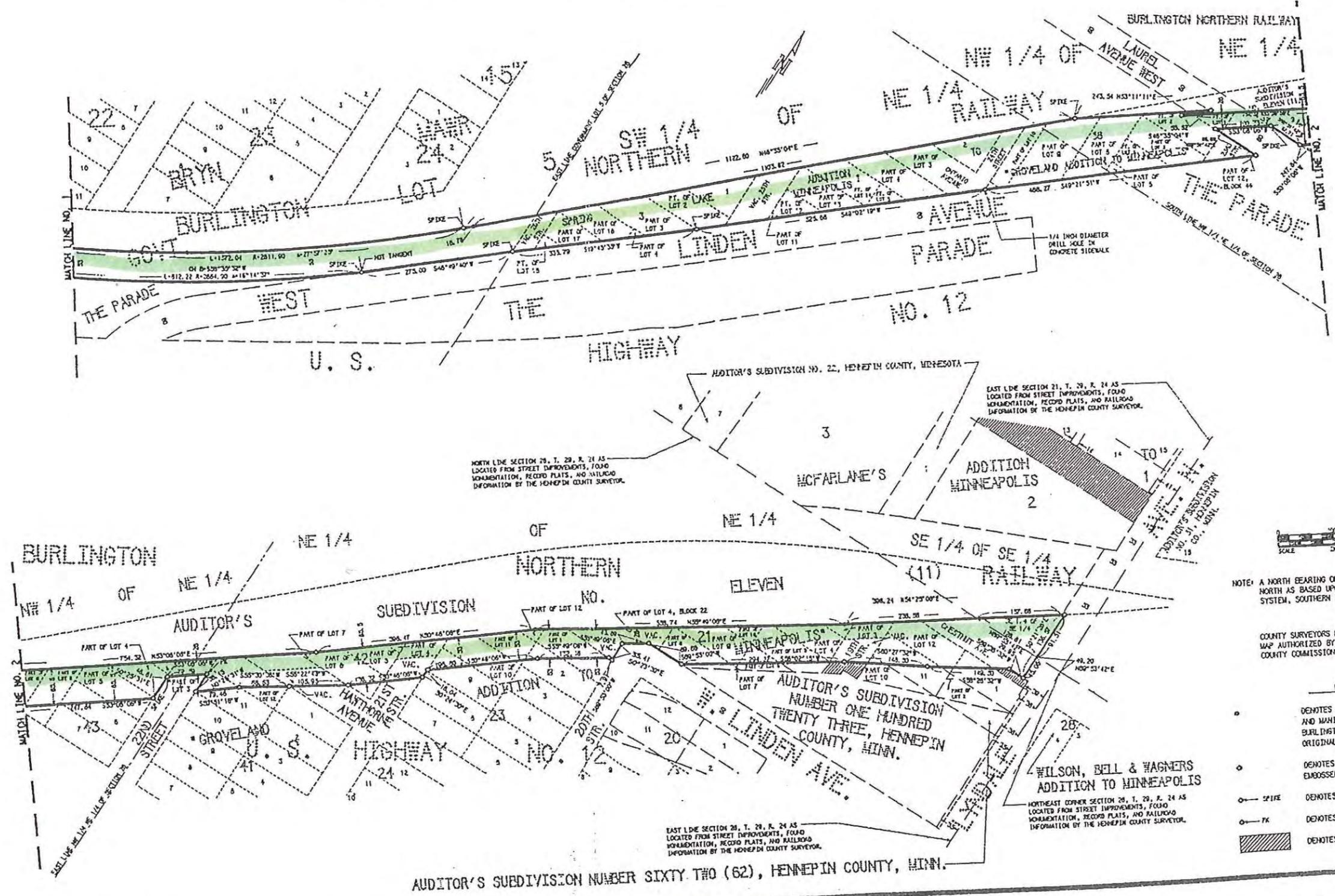
NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

COUNTY SURVEYORS PROJECT NO. 3018
 MAP AUTHORIZED BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.



C. R. DOC. NO.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10



NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

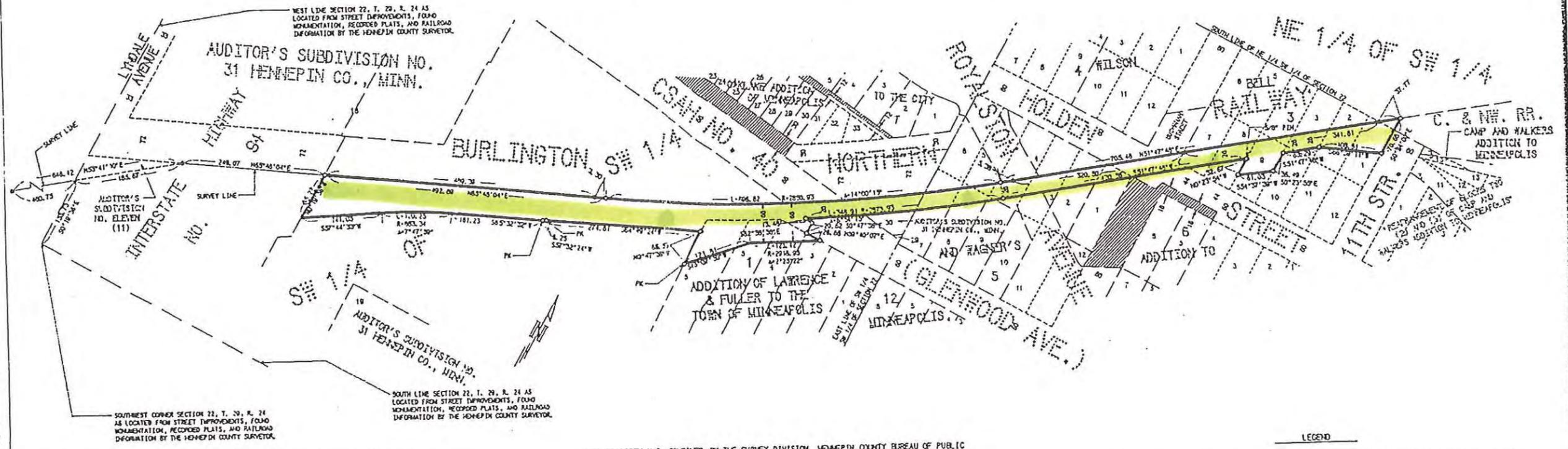
COUNTY SURVEYORS PROJECT NO. 3018 MAP AUTHORIZED BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.

- LEGEND
- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
 - DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R.A.P."
 - DENOTES A 60 PENNY RAIL.
 - TK— DENOTES A PARKER-KALAN CONCRETE RAIL.
 - ▨ DENOTES VACATED RIGHT OF WAY.

AUDITOR'S SUBDIVISION NUMBER SIXTY TWO (62), HENNEPIN COUNTY, MINN.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11

C. R. DOC. NO.



KNOW ALL PERSONS BY THESE PRESENTS: THAT THE COUNTY OF HENNEPIN, A BODY PUBLIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA, HAS CAUSED PART OF THE REGIONAL RAILROAD AUTHORITY PROPERTY RIGHT-OF-WAY TO BE SURVEYED AND MAPPED. SAID RIGHT-OF-WAY IS COMPRISED OF THE FOLLOWING DESCRIBED LANDS SITUATE IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

- THOSE PARTS EMBRACED WITHIN SECTION 22, TOWNSHIP 29, RANGE 24 DESCRIBED, AS FOLLOWS:
- PART OF LOTS 3 THROUGH 6 INCLUSIVE, BLOCK 1, ADDITION OF LAWRENCE & FULLER TO THE TOWN OF MINNEAPOLIS;
 - PART OF LOTS 1 THROUGH 4 INCLUSIVE, AND PART OF LOTS 7 THROUGH 10 INCLUSIVE, ALL IN BLOCK 3, WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS;
 - PART OF LOTS 1 THROUGH 5 INCLUSIVE, AND PART OF LOTS 7 THROUGH 9 INCLUSIVE, ALL IN BLOCK 5, WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS;
 - PART OF HOLDEN STREET, FORMERLY KNOWN AS 6TH ST., PART OF BUCKANAN ST. AND PART OF VACATED BUCKANAN ST., ALL AS DEDICATED IN THE PLAT OF WILSON BELL AND WAGNER'S ADDITION TO MINNEAPOLIS;
 - PART OF GLENWOOD AVE., ALSO KNOWN AS COUNTY ROAD NO. 49 AND FORMERLY KNOWN AS WESTERN AVENUE, AS SHOWN IN AUDITORS SUBDIVISION NO. 31 HENNEPIN COUNTY, MINN.;
 - PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;
 - PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER.

THIS PROPERTY MAP, COMPILED BY THE SURVEY DIVISION, HENNEPIN COUNTY BUREAU OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1988.

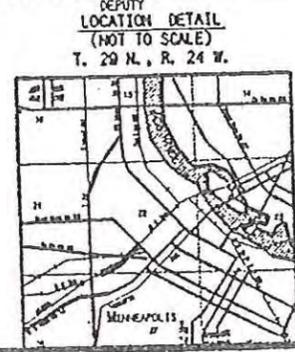
I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS _____ DAY OF _____, 19____, AND, THAT I AM DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BERNARD H. LARSON, HENNEPIN COUNTY SURVEYOR, WISCONSIN LICENSE NO. 9746

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11 WAS FILED IN THIS OFFICE THIS _____ DAY OF _____, 19____ AT _____ O'CLOCK _____, M.

R. DAN CARLSON, COUNTY RECORDER, BY _____



- LEGEND
- DENOTES A FOUND ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY (NOW KNOWN AS BURLINGTON NORTHERN RAILWAY COMPANY) ORIGINAL CAST IRON MONUMENT.
 - DENOTES A RIGHT OF WAY MONUMENT CAP EMBOSSED WITH "HENNEPIN COUNTY R.A.P."
 - 5/8" PIN DENOTES A 5/8 INCH SOLID STEEL PIN.
 - PK DENOTES A PARKER-KALAN CONCRETE PAIL.
 - ▨ DENOTES VACATED RIGHT OF WAY.

NOTE: A NORTH BEARING ON THIS PROPERTY MAP IS GRID NORTH AS BASED UPON THE MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE.

COUNTY SURVEYORS PROJECT NO. 3018
MAP AUTHORIZED BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.



Kenilworth Trail

RESOLUTION NO. 46R1-HCRRRA-98

The following resolution was offered by Commissioner Andrew, seconded by Commissioner Stenglein:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRRA) owns property known as the Kenilworth Corridor running between the 29th Street Rail Corridor and the Burlington Northern Santa Fe (BNSF) main line north of Cedar Lake; and

WHEREAS, the City of Minneapolis (City) desires to construct a recreational trail between the proposed 29th Street Greenway Trail and the existing Cedar Lake Trail; and

WHEREAS, the City desires to enter into a permit agreement with the HCRRRA for the purpose of constructing and maintaining a recreational trail in the Kenilworth Corridor,

BE IT RESOLVED, that Permit Agreement 73-31016 with the City of Minneapolis for recreational trail purposes, which includes standard Hennepin County liability language, be approved, and that the Chair be authorized to sign the Agreement on behalf of the Authority.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	_____	_____
Mark Stenglein	<u>X</u>	_____	_____
Mark Andrew	<u>X</u>	_____	_____
Peter McLaughlin	<u>X</u>	_____	_____
Randy Johnson	<u>X</u>	_____	_____
Penny Steele	<u>X</u>	_____	_____
Mary Tambornino, Chair	<u>X</u>	_____	_____

RESOLUTION ADOPTED AUGUST 18, 1998

ATTEST: 
Mark Andrew, Secretary

APPROVED BY CITY COUNCIL
▶ JUN 12 1998

19____
City Clerk
Agreement No. 73-31016

Parcel 73-31016

~~73-31016~~
73-31016

**PERMIT AGREEMENT
KENILWORTH TRAIL**

THIS AGREEMENT, entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, ("Permitter"), and the City of Minneapolis ("Permittee") a political subdivision.

WITNESSETH:

WHEREAS, the Hennepin County Regional Railroad Authority (Permitter) has invested in a transportation corridor between the City of Hopkins and the City of Minneapolis known as the Hopkins to Minneapolis Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, a portion of the Corridor extends from the westerly limits of the City of Minneapolis to downtown Minneapolis (the Kenilworth Route).

WHEREAS, the City of Minneapolis (Permittee) has applied and received approval for an ISTEA grant for construction of a bicycle trail (the Kenilworth Trail) within the Minneapolis portion of the Permitter Corridor as more fully set forth in the Kenilworth Trail plan dated October 23, 1997. The Kenilworth trail plan extends north from the 29th Street Greenway to the Cedar Lake Trail. Both the 29th Street Greenway and the Cedar Lake Trail are Permittee's trails also located by permit on Permitter's right of way which has been acquired for future LRT and other permitted transportation uses.

WHEREAS, the Soo Line Railroad Company and Twin Cities and Western Railroad Company have railroad operating rights over Permitter owned tracks located on the Kenilworth Route.

WHEREAS, the Permittee and Permitter desire to enter into an agreement for the use of the Kenilworth Route for trail purposes jointly with use of the Corridor for rail traffic and future LRT and other transportation purposes.

In consideration of the covenants by and between the parties, IT IS HEREBY AGREED:

1. PREMISES

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property located in the City of Minneapolis, Minnesota,

described as follows:

Hennepin County Regional Railroad Authority property, marked in green, as shown on the construction plans for the Kenilworth Trail and attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. USES

The Premises shall be for the temporary use of Permittee, its agents, officers, employees, and invitees for trail purposes and for all uses and requirements necessary to the enjoyment of the Premises for said uses. Permitter reserves the right to limit, reject or refuse to permit the use of the Premises by Permittee or any assignees for any purpose which Permitter, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of any railroad operating on the right of way adjacent to the Premises. Permittee shall submit any proposed development or other physical alterations to the Premises to Permitter to determine its acceptability to Permitter prior to contracting any obligations or commitments in connection therewith.

3. TERM

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 4.

4. TERMINATION

Either party may at any time terminate this permit by giving ninety (90) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director of the principal office in the Hennepin County Government Center, Minneapolis, Minnesota 55487, or by depositing the same in the United States Post Office directed to the Executive Director of the principal office. Such notice may be served on the Director, Transportation Division, Minneapolis Department of Public Works, City of Minneapolis, by delivering a copy thereof to room 233, City Hall, 350 South Fifth Street, Minneapolis, MN 55415. Except as provided herein, this agreement may not be terminated or revoked by either party hereto.

5. TEMPORARY NATURE OF USE

Permittee acknowledges that the Premises was acquired by Permitter specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permitter's intention to allow Permittee to use the Premises only until, in Permitter's sole discretion, it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permitter of its intended use of the Premises for light rail transit purposes or

other permitted transportation uses. Rather, Permitter has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. RIGHTS UPON TERMINATION

On the expiration of ninety (90) days after such service of said notice, this Permit and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights and obligations as may have accrued to either party hereunder prior to such termination. Permittee shall, without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said ninety (90) days and shall, before the expiration of said ninety (90) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove all buildings its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of ninety (90) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever, and Permittee shall there upon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. RENT

Upon such termination of this permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. OTHER USERS

Permittee hereby acknowledges the presence and use of the adjacent property for railroad purposes by the Soo Line Railroad Company and other users, including without limitation, Permitter and the Twin Cities and Western Railroad. Permittee agrees to coordinate activities with the adjacent railroad use to avoid disrupting or otherwise adversely affecting continued railroad use.

9. SIGNAGE

Permittee shall maintain signage identifying the Hennepin County Regional Railroad Authority as the owner of the Premises and that the Premises are reserved for light rail transit or other future transportation uses. Any such signage must receive the prior approval of Permitter.

10. NUISANCE

Permittee shall not permit the existence of any nuisance on said Premises. Permittee, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee, at its sole cost, shall

make any and all improvements, alterations, repairs and additions and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the permitted uses. Permittee shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary. This provision may be enforced by and runs to the benefit of only the Permitter, its successors and assigns. The Permittee does not, in any way, waive any of the immunity provided by Minnesota Statutes, Chapter 466 or by other law.

11. UTILITIES, TITLE

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing water, sewer, gas, electrical power, telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary, because of Permittee's use of the Premises, to relocate any of said utilities or facilities by reason of this Permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any existing roadways and easements, leases and permits, whether or not granted, at Permitter's sole discretion, either prior to or after the date of this Permit Agreement. Provided, however, that the Permitter shall not grant an easement, lease or permit after the date of this Agreement which substantially impairs the intended use of this permit (except as provided in Paragraph 4). Permittee agrees to provide to Permitter, or other tenants of Permitter, access over and through the Premises on these roadways and easements should such access be deemed necessary by Permitter. Permittee accepts said Premises subject to the right of Permitter, its employees, agents and contractors to walk upon said Premises to repair adjacent property and the right of Permitter, its employees, agents, and contractors to temporarily place equipment upon the property at Permitter's own responsibility and risk for the purpose of maintaining, repairing or inspecting or constructing upon Permitter's adjacent property.

12. INDEMNIFICATION

Permittee shall defend, indemnify and hold harmless the Permitter, its Commissioners, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Permittee, its agents, anyone directly or indirectly employed by them, customers, invitees, other occupiers of the Premises and/or anyone for whose acts and/or omissions they may be liable.

Permitter shall not be liable to Permittee or those claiming by, through, or under Permittee

for any injury, death or property damage occurring in, on, or about the Premises based upon the construction, operation on, use, or maintenance of the Premises by Permittee (including those liabilities related to railroad operations adjacent to the Premises), nor for any loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, anyone directly or indirectly employed by them, customers, volunteers, invitees, or other occupiers of the Premises.

Nothing is intended or should be construed as creating or establishing Permittee or Permittee's contractors, agents, employees, customers, invitees, volunteers, or other occupiers of the Premises as copartners, agents, representatives or employees of the Permitter.

Permittee represents that it has or will secure at its own expense all personnel, consultants, volunteers or other persons necessary for its use of the Premises. Any and all personnel, consultants, volunteers, or other persons used by Permittee shall have no contractual relationship with the Permitter and shall not be considered employees of the Permitter. Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel, consultants, volunteers, or other persons arising out of employment or alleged employment, including, without limitation, claims of discrimination against Permittee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Permitter. Permittee shall defend, indemnify and hold the Permitter, its Commissioners, officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Permitter, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, severance pay and PERA.

13. INSURANCE

The Permittee represents that it has a program of risk management for managing its potential liability and is certified as a self insurer for the purposes of Minnesota Statute; Chapter 65B. The City agrees that it shall be responsible for its losses pursuant to law, will maintain a program of risk management, and a program of self insurance when such self insurance is required by law.

14. COVENANTS

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee, and to yield up said Premises unto the Permitter at the expiration or termination of this Permit Agreement in as good conditions as when entered upon.

15. QUIET ENJOYMENT

Permitter has the right and authority to enter into this agreement, and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof and the close proximity of the premises to railroad operations. Notwithstanding the foregoing, Permittee further acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11 and as otherwise limited by the terms of this Permit.

16. WAIVER

No receipt of money by Permitter from Permittee after any default by Permittee, or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permitter to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. BREACH

It is further agreed between the parties hereto that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permitter, then it shall be lawful for the Permitter, then, or at any time thereafter, to declare this Permit ended, and to reenter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above-specified in the case of termination at the end of ninety (90) days notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant, or agreements, or the right of Permitter thereafter to avail itself of same and any subsequent breach thereof. In the event Permitter has to take action for repossession of said property, Permittee, its assigns, or heirs, shall be liable for reasonable attorney's fees incurred by Permitter.

18. ASSIGNMENT

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors, or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used, or occupied by any party other than the Permittee unless specifically stated herein. Permitter reserves the right to review and revise the rental applicable to this Permit upon any change in the status of this Permit, the Permittee, or person occupying in the Premises, during the term of this Permit or any renewal thereof.

19. IMPROVEMENTS, MAINTENANCE, LIENS AND ENCUMBRANCES

Permittee shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises, and all trail operations on the Premises. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to provide for any trails on the Premises or to otherwise use the Premises. Construction plans shall be submitted to the Authority for review and comment. Authority reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Authority's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

Permittee shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien, or encumbrance on (or affecting) any portion of the Premises, including, without limitation, tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with Permittee's use of the Premises.

20. ENVIRONMENTAL CONCERNS

Permittee shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, assignees or invitees during Permittee's period of use, including conditions introduced by Permittee, assignees, or invitees which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permitter discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permitter shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Permitter may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permitter reasonably believes that an emergency exists on the Premises. Permitter shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permitter's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement, Permittee hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for Permittee's use of the

Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, Permittee agrees to defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Permittee expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit. The Permittee agrees to immediately notify the Permitter of any environmental concerns that arise during the construction or operation of the trail.

21. COMPLIANCE WITH LAWS, ORDINANCES AND RULES

Permittee agrees to comply with all laws, ordinances, and regulations of federal, state, municipal, and local government agencies as they apply to use of the Premises.

22. CONDITION OF PREMISES INSPECTION

Permittee accepts the Premises in an "AS IS CONDITION" with no express or implied representations or warranties by Permitter as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the location of the Premises and its proximity to the railroad right of way adjacent to the Premises and to any railroad operations by any railroad company thereon, including without limitation, the Soo Line Railroad Company and the Twin Cities and Western Railroad Company, and shall defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents, volunteers, and employees from and against, any and all liability, claims causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees related to the same.

23. RAILROAD OPERATIONS

Permittee agrees that the rights contained in this Permit Agreement are subject to and subordinate to the rights granted and contained in any agreements entered into by Permitter as to railroad operations over right of way adjacent to the Premises, including without limitation, agreements with the Soo Line Railroad Company, Twin Cities and Western Railroad and the Chicago and North Western Transportation Company whether or not entered into on or after the commencement of this Permit Agreement. Permittee shall comply with all rules and regulations in regards to railroad operations on the right of way, including without limitation, those regarding safety. This Permit and all provisions thereof

shall be subject to revision at any time if made necessary by any order or finding of the Surface Transportation Board or state authorities having jurisdiction over railroad operations.

Without limiting the foregoing, Permittee agrees that the rights contained in this Agreement are subject to and subordinate to the rights granted in the Trackage Rights Agreement between Soo Line Railroad Company, Twin Cities and Western Railroad Company and Hennepin County Regional Railroad Authority entered into on August 10, 1998, Contract No. A18158, and Permittee agrees to be bound by the terms therein regarding the Kenilworth Trail including without limitation those contained in Sections 4.5 and 4.8. A copy of the Trackage Rights Agreement is attached hereto as Exhibit "B" and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 199____.

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

Approved as to form:

[Signature]
Assistant County Attorney
Date: 8/17/98

Cory M. Conover
Attorney for City of Minneapolis
Date: 9/28/98

By: *Mary Jamborinis*
Chair, Board of Commissioners

And: *Jeff Spatz*
Executive Director

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 10/6/98

Cory M. Conover
Attorney for City of Minneapolis
Date: 9/28/98

CITY OF MINNEAPOLIS

Alan Salyer
Mayor
Date: Oct 1, 1998

Robert K. [Signature]
City Finance Officer
Date: 10/5/98

ATTESTED BY:

[Signature]
Assistant City Clerk
Date: 10/1/98

MINNESOTA DEPARTMENT OF TRANSPORTATION
MINNEAPOLIS DEPARTMENT OF PUBLIC WORKS

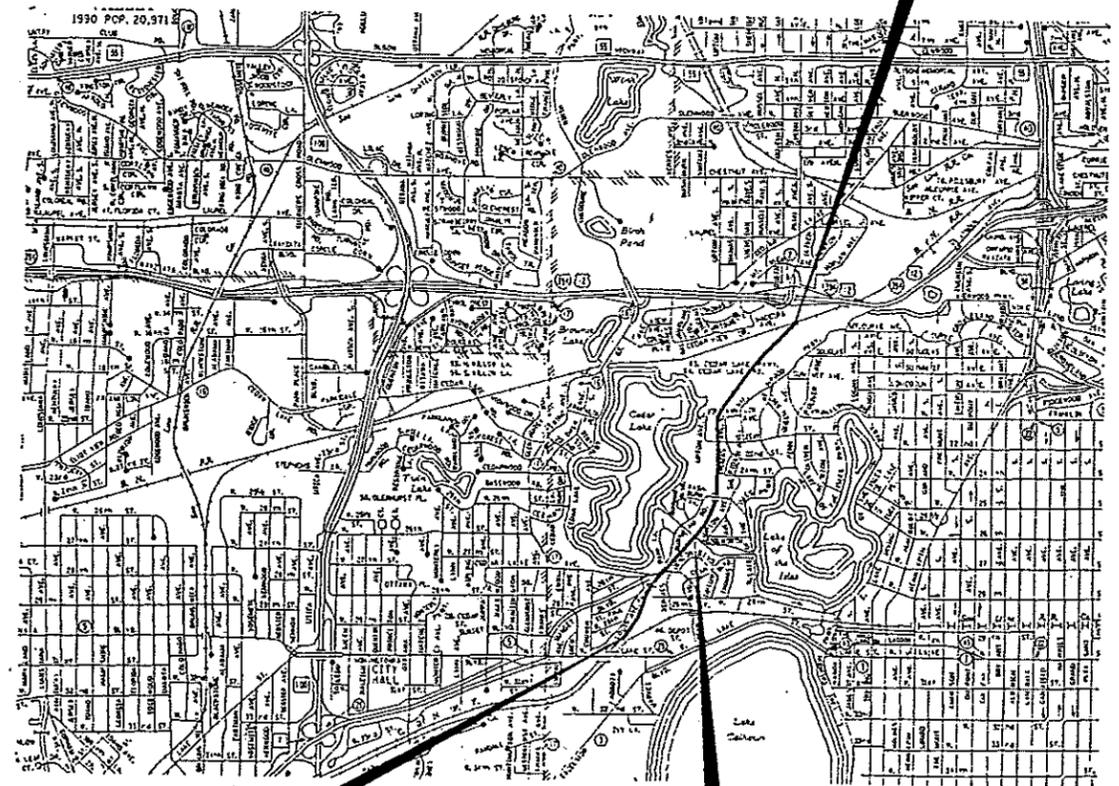
CONSTRUCTION PLAN FOR GRADING, AGGREGATE BASE, BITUMINOUS SURFACING,
BRIDGE NO. 27A43 MODIFICATIONS, FENCING, RETAINING WALL, SIGNING AND STRIPING

KENILWORTH TRAIL
STATE PROJECT NO. 141-090-05

LOCATED ON CANADIAN PACIFIC RAILROAD CORRIDOR
FROM 29TH STREET GREENWAY TO CEDAR LAKE TRAIL

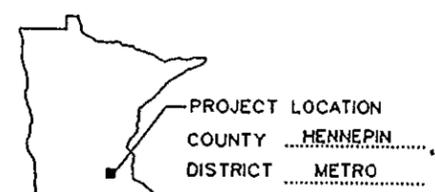
GROSS LENGTH 2,376.00 METERS 2,376 KILOMETERS
BRIDGES-LENGTH 22.00 METERS 0.029 KILOMETERS
EXCEPTIONS-LENGTH 0 METERS 0 KILOMETERS
NET LENGTH 2,376.00 METERS 2,376 KILOMETERS

END S.P. 141-090-05
STA. 3+350.15



SCALES

PLAN	250
PROFILE	250 1 HORIZ. VERT.
INDEX MAP	1000
GENERAL LAYOUT	1000
X-SECTION	2 2 HORIZ. VERT.



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY
2-8-98	5,8-10,24,28,29,31-33,38,39	DJJ

BEGIN S.P. 141-090-05
STA. 0+974.15

BRIDGE NO. 27A43

S.P. 141-090-05 KENILWORTH TRAIL	
DESIGN DESIGNATION	N/A
FUNCTIONAL CLASSIFICATION	N/A
NO. OF TRAFFIC LANES	N/A
NO. OF PARKING LANES	N/A
STRUCTURAL DESIGN	N/A
R-VALUE	N/A
DESIGN SPEED	30 km/h
STOPPING SIGHT DISTANCE BASED ON:	
HEIGHT OF EYE	1400 mm
HEIGHT OF OBJECT	0 mm
ADT (CURRENT YEAR) (1996)	N/A
ADT (FUTURE YEAR) (2016)	N/A
ΣN18	N/A

DESIGN SPEED NOT ACHIEVED AT:
STA. 0+976.831 TO STA. 0+996.869 (STOP CONDITION)

EXHIBIT A



HENNEPIN COUNTY KENILWORTH TRAIL
S.P. 141-090-05

MINN. PROJ. NO. 141-090-05 TEAF 2797(031)

GOVERNING SPECIFICATIONS

THE 1995 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2-3	GENERAL LAYOUT
4	STATEMENT OF ESTIMATED QUANTITIES
5	CONSTRUCTION/SOLS NOTES, STD. PLATES
6	EARTHWORK SUMMARY
7	SIGN AND RETAINING WALL TABULATION
8-10	TYPICAL SECTIONS
11-17	MISCELLANEOUS DETAILS
18-19	BRIDGE MODIFICATION DETAILS
20-23	ALIGNMENT PLAN
24-39	ALIGNMENT TABULATIONS
40-44	PLAN AND PROFILE
45-57	EROSION CONTROL DETAILS CROSS SECTION SHEETS

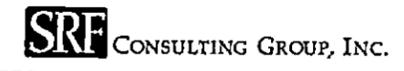
THIS PLAN CONTAINS 57 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED
PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE
STATE OF MINNESOTA.

L. ARCH.
Reg. No. Date

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGR.
Reg. No. Date



- Recommended for Approval..... 19
MINNEAPOLIS DEPT. OF PUBLIC WORKS
- Recommended for Approval..... 19
METRO - ASSISTANT DIVISION ENGINEER - STATE AID
- Recommended for Approval..... 19
STATE BRIDGE ENGINEER
- Approved for State Aid Division..... 19
STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL REVISIONS, IF ANY, OF THIS PLAN
WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
OF MINNESOTA.

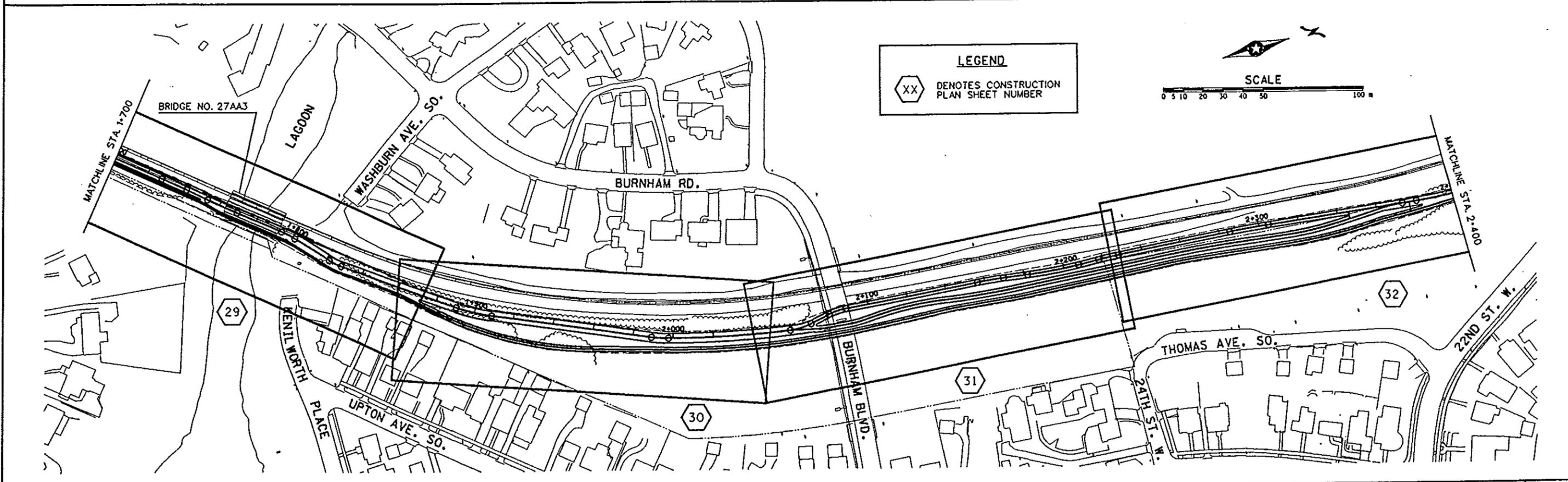
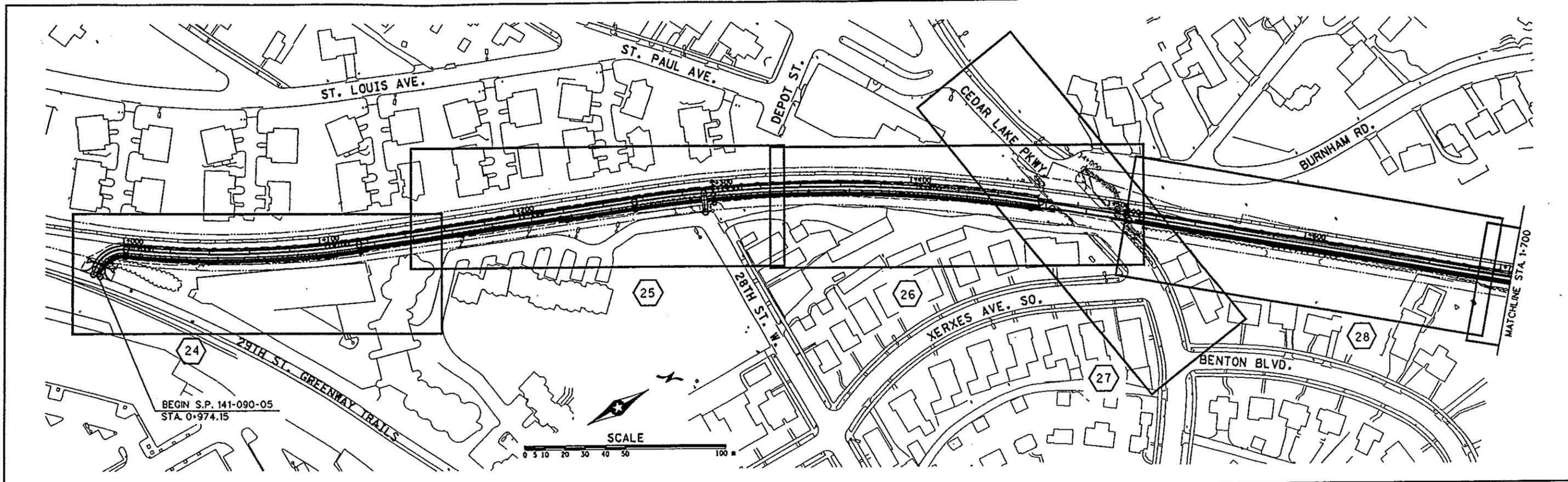
DATE REG. NO.

PLAN SYMBOLS

- STATE LINE.....
- COUNTY LINE.....
- TOWNSHIP OR RANGE LINE.....
- SECTION LINE.....
- QUARTER LINE.....
- SIXTEENTH LINE.....
- RIGHT-OF-WAY LINE.....
- PRESENT RIGHT-OF-WAY LINE.....
- CONTROL OF ACCESS LINE.....
- PROPERTY LINE (Except Land Lines).....
- VACATED PLATTED PROPERTY.....
- CORPORATE OR CITY LIMITS.....
- TRUNK HIGHWAY CENTER LINE.....
- RETAINING WALL.....
- RAILROAD.....
- RAILROAD RIGHT-OF-WAY LINE.....
- RIVER OR CREEK.....
- DRY RILL.....
- DRAINAGE DITCH.....
- DRAIN TILE.....
- CLVERT.....
- DROP PILE.....
- GUARD RAIL.....
- BARBED WIRE FENCE.....
- WOVEN WIRE FENCE.....
- CHAIN LINK FENCE.....
- RAILROAD SHOW FENCE.....
- STONE WALL OR FENCE.....
- HEDGE.....
- RAILROAD CROSSING SIGN.....
- RAILROAD CROSSING BELL.....
- ELECTRIC WARNING SIGN.....
- CROSSING GATE.....
- MEANDER CORNER.....
- SPRINGS.....
- MARSH.....
- TIMBER ORCHARD.....
- BRUSH.....
- NURSERY.....
- CATCH BASIN.....
- FIRE HYDRANT.....
- CATTLE GUARD.....
- OVERPASS (Highway Over).....
- UNDERPASS (Highway Under).....
- BRIDGE.....
- BUILDING (One Story Frame).....
- F-FRAME C-CONCRETE
- S-STONE T-TREE
- B-BRICK ST-STUCCO
- IRON PIPE OR POOL.....
- MONUMENT (STONE, CONCRETE, OR METAL).....
- WOODEN PILE.....
- GRAVEL PIT.....
- SAND PIT.....
- BORROW PIT.....
- ROCK QUARRY.....

UTILITY SYMBOLS

- POWER POLE LINE.....
- TELEPHONE OR TELEGRAPH POLE LINE.....
- JOINT TELEPHONE AND POWER ON POWER POLES ON TELEPHONE POLES.....
- ANCHOR.....
- STEEL TOWER.....
- STREET LIGHT.....
- PEDESTAL (TELEPHONE CABLE TERMINAL).....
- GAS MAIN.....
- WATER MAIN.....
- CONDUIT.....
- TELEPHONE CABLE IN CONDUIT.....
- ELECTRIC CABLE IN CONDUIT.....
- TELEPHONE MANHOLE.....
- ELECTRIC MANHOLE.....
- BURNED COMMUNICATION CABLE.....
- BURNED TELEPHONE CABLE.....
- BURNED ELECTRIC CABLE.....
- AERIAL TELEPHONE CABLE.....
- SEWER (SANITARY).....
- SEWER (STORM).....
- SEWER MANHOLE.....
- MANHOLE.....
- CATCH BASIN.....
- DROP PILE.....



NO.	DATE	BY	CHKD	APPR	REVISION

NAME: QL1589.PLN DATE: Oct. 13, 1997



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Lewis
Date 10.23.97 Reg. No. 23409

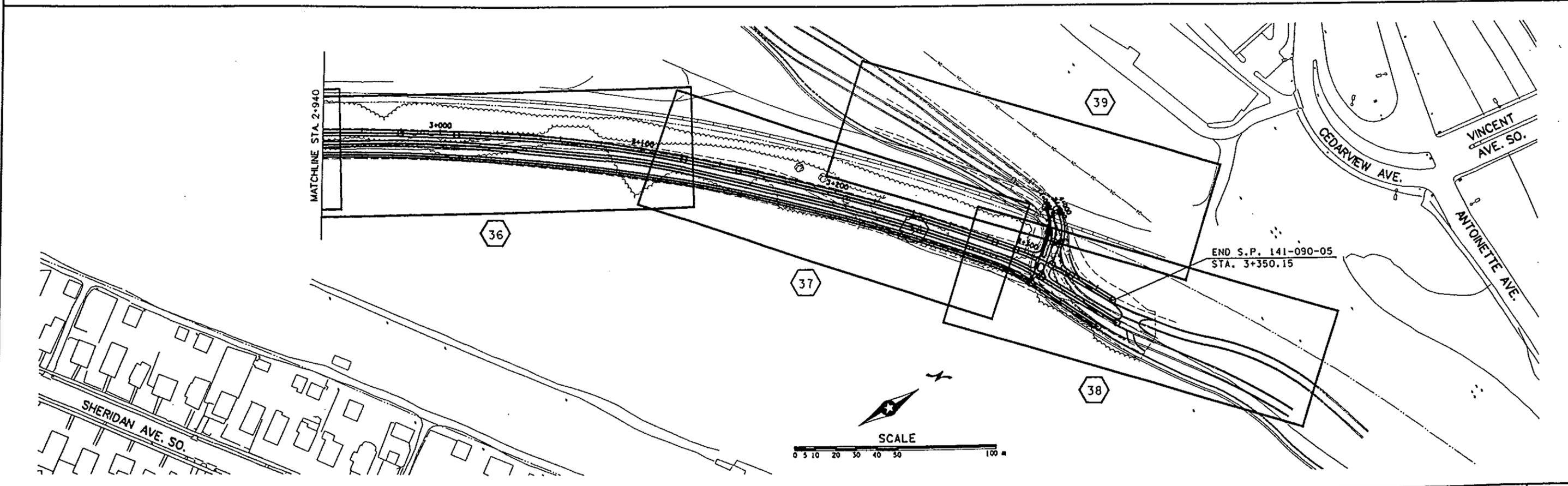
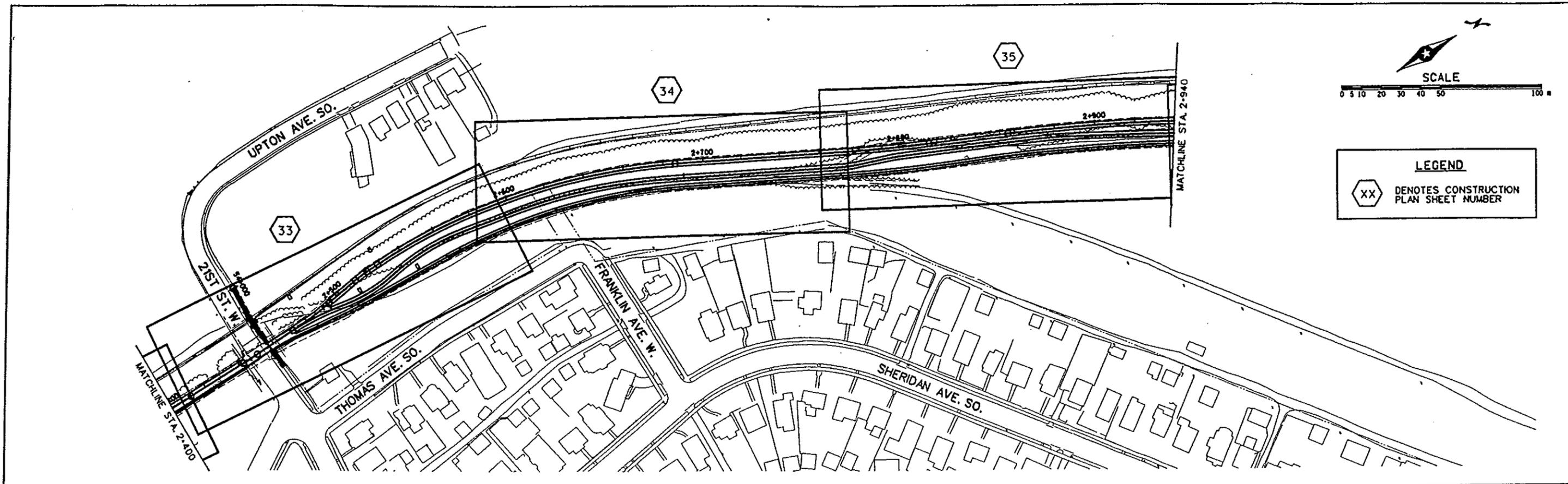
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY DATE 6-97
DESIGNED BY M. MCGARVEY DATE 6-97
CHECKED BY R. LEWIS DATE 7-97
COMM. NO. 0972590



CITY OF MINNEAPOLIS
GENERAL LAYOUT
KENILWORTH TRAIL
STA. 0+974.15 TO STA. 2+400

SHEET 2 OF 57



1	8-31-98	MCI	SCB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION

NAME: GL3 589.PLN DATE: Sept. 2, 1998



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

[Signature]
Date: 10-1-98 Ref. No. 13407

STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972590



CITY OF MINNEAPOLIS
GENERAL LAYOUT
KENILWORTH TRAIL
STA. 2+400 TO STA. 3+350.15

SHEET
3
OF
57

STATEMENT OF ESTIMATED QUANTITIES							
NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	TRAIL	STORM SEWER	TOTAL PROJECT	
				QUANTITIES	QUANTITIES	QUANTITIES	
				ESTIMATED	ESTIMATED	ESTIMATED	FINAL
GRADING:							
	2021.501	MOBILIZATION	LUMP SUM	1.0		1	
	2101.501	CLEARING	ha	0.9		0.9	
	2101.506	GRUBBING	ha	0.9		0.9	
	2104.501	REMOVE GUARDRAIL	m	38		38	
	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	m ²	27		27	
	2104.503	REMOVE CONCRETE PAVEMENT	m ²	32		32	
	2104.513	SAWING BITUMINOUS PAVEMENT	m	50		50	
	2104.503	REMOVE BITUMINOUS PAVEMENT	m ²	2060		2060	
	2104.523	SALVAGE SIGN PANEL TYPE C	EACH	8		8	
	2104.607	SALVAGE AGGREGATE BASE CLASS 3	m ³	70		70	
	2105.501	COMMON EXCAVATION	m ³	(P) 3445		3445	
	2105.507	SUBGRADE EXCAVATION	m ³	(P) 4943		4943	
	2105.525	TOPSOIL BORROW (CV)	m ³	840		840	
PAVING:							
	2211.503	AGGREGATE BASE (CV) CLASS 5	m ³	2390		2390	
1	2340.508	TYPE 31 WEARING COURSE MIXTURE	t	2155		2155	
	2331.503	RUMBLE STRIPS	m	350		350	
	2521.501	100 mm CONCRETE WALK	m ²	60		60	
	2531.602	PEDESTRIAN CURB RAMP	EACH	1		1	
STORM SEWER:							
	2501.515	450 mm RC PIPE APRON	EACH		2	2	
	2501.502	TRASHGUARD FOR 450 mm PIPE APRON	EACH		2	2	
	2503.541	450 mm RC PIPE SEWER DES. 3006 CLASS III	m		15	15	
BRIDGE:							
	2104.501	REMOVE METAL PIPE RAILING	m	29		29	
	2104.503	REMOVE TIMBER DECK	m ²	(P) 200		200	
	2104.521	SALVAGE CHAIN LINK FENCE	m	70		70	
	2402.583	ORNAMENTAL RAILING TYPE SPECIAL	m	(P) 41		41	
	2403.502	TREATED TIMBER	m ³	10.200		10.2	
	2403.506	HARDWARE	kg	(P) 300		300	
	2403.604	GLUED LAMINATED DECK PANELS	m ²	(P) 194		194	
	2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	m	(P) 29		29	
SIGNING & STRIPING:							
	2563.501	TRAFFIC CONTRL	LUMP SUM	1		1	
	2564.531	SIGN PANELS TYPE C	m ²	14		14	
	2564.602	INSTALL SIGN PANEL TYPE C	EACH	8		8	
	2564.602	PAVEMENT MESSAGE (THRU ARROW) PAINT	EACH	48		48	
9	2564.602	PAVEMENT MESSAGE (TYPE B)	EACH	26		26	
9	2564.602	PAVEMENT MESSAGE (TYPE C)	EACH	11		11	
	2564.603	100 mm SOLID LINE WHITE-PAINT	m	300		300	
	2564.603	100 mm DOUBLE SOLID LINE WHITE-PAINT	m	360		360	
	2564.603	100 mm BROKEN LINE YELLOW-PAINT	m	490		490	
	2564.604	ZEBRA CROSSWALK WHITE-PAINT	m ²	105		105	
	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	1		1	
LANDSCAPING AND TURF ESTABLISHMENT:							
	2411.604	MODULAR BLOCK RETAINING WALL	m ²	28		28	
7	2557.503	WOODEN FENCE	m	600		600	
5	2573.501	BALE CHECK	EACH	30		30	
5	2573.502	SILT FENCE, TYPE HEAVY DUTY	m	5400		5400	
	2575.501	SEEDING	ha	(P) 0.8		0.8	
2	2575.502	SEED MIXTURE 25A	kg	9		9	
6	2575.502	SEED MIXTURE 30A	kg	50		50	
8	2575.502	SEED MIXTURE SPECIAL	kg	3.0		3	
	2575.525	EROSION STAB BLANKET TYPE SYNTHETIC	m ²	340		340	
	2575.505	SOODING TYPE LAWN	m ²	8700		8700	
3	2575.511	MULCH MATERIAL TYPE 1	t	3.6		3.6	
	2575.519	DISK ANCHORING	ha	0.8		0.8	
	2575.532	COMMERCIAL FERTUZER ANALYSIS 6-24-24	kg	336		336	

NOTES:

- 1) 60kg m² 25 mm USED TO DETERMINE TONS OF MATERIAL
- 2) BASED ON 50 kg / ha APPLICATION RATE
- 3) BASED ON 4.5t / ha APPLICATION RATE
- 5) PROVIDED FOR USE AS DIRECTED BY THE ENGINEER FOR EROSION CONTROL
- 7) SPLIT RAIL FENCE
- 8) BASED ON 48.3 kg/ha APPLICATION RATE
- 9) PAINT

1	2-10-98	MRT	DJJ	DJJ	REVISE QUANTITIES PER MN/DOT COMMENTS
2	8-31-98	MCI	SCB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION
NAME: SE01589.PLN DATE: Sept. 2, 1998 TIME: 10:05:42					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Kelly
Date: 10-1-98 Ref. No. 13409

STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
CONTR. NO.
0972590



CITY OF MINNEAPOLIS
STATEMENT OF ESTIMATED QUANTITIES
KENILWORTH TRAIL

SHEET
4
OF
57

THE FOLLOWING STANDARD PLATES APPROVED BY THE DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT.

MN/DOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
M7036 D	PEDESTRIAN CURB RAMP
M7100 G	CONCRETE CURB AND GUTTER
M8111C	TRAFFIC SIGNAL BRACKETING
M8112C	PEDESTAL FOUNDATION
M8114A	PVC HANDHOLE/PULLBOX
M8122C	PEDESTAL AND PEDESTAL BASE
M3000L	REINFORCED CONCRETE PIPE
M3100G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
M8000I	STANDARD BARRICADES

CONSTRUCTION/SOILS NOTES

- SUITABLE GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF SLOPE DRESSING, DEBRIS, ORGANIC MATERIAL, MUCK AND OTHER UNSTABLE MATERIAL.
- OTHER GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED ON THIS PROJECT EXCEPT DEBRIS.
- CLEARING AND GRUBBING SHALL BE RESTRICTED TO AREAS IDENTIFIED WITHIN THE GRADING LIMITS OF THE PROJECT.
- BITUMINOUS SURFACING REMOVED BY CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE PROJECT, IN ACCORDANCE WITH THE PROVISIONS OF SPEC. 2104.3C3.
- FINAL GRADED SURFACE (TOP OF THE GRADING SUBGRADE) IS DEFINED AS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE AS SHOWN ON THE TYPICAL SECTIONS.
- OTHER GRADING MATERIAL SHALL BE PLACED IN THE BERM AREAS OF THE GRADING LIMITS OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
- COMPACTION OF THE GRADING PORTION OF THE PROJECT SHALL BE BY THE "QUALITY COMPACTION METHOD".
- COMPACTION OF AGGREGATE BASE SHALL BE BY THE "QUALITY COMPACTION METHOD".
- COMPACTION OF ALL BITUMINOUS MIXTURES SHALL BE BY THE "ORDINARY COMPACTION METHOD".
- STRIP AND REUSE AS SLOPE DRESSING ALL EXISTING SLOPE DRESSING WHERE PRESENT IN AREAS TO BE DISTURBED BY CONSTRUCTION. ALL SUCH STRIPPING IS CONSIDERED TO BE COMMON EXCAVATION.
- PLACE A MINIMUM OF 100 mm OF SLOPE DRESSING ON ALL AREAS DISTURBED BY CONSTRUCTION AND SCHEDULED FOR PERMANENT TURF ESTABLISHMENT.
- TURF ESTABLISHMENT SHALL MEET THE REQUIREMENTS OF SPEC. 2575.
- SEEDING REQUIREMENTS ON THIS PROJECT ARE AS FOLLOWS:
 - APPLY SEED MIXTURE 30A TO DISTURBED AREAS DENOTED ON THE PLAN SHEETS.
 - APPLY SEED MIXTURE 25A TO THE AREA DISTURBED BY THE TEMPORARY TRAIL CONNECTION.
 - APPLY SEED MIXTURE SPECIAL TO THE SLOPE STABILIZATION AREA.
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS DATED APRIL 1995.

EARTHWORK SUMMARY ①

EXCAVATION CU. M (EV)	—	COMMON 3577	—	SUBGRADE 4943 ②
EMBANKMENT CU. M (CV)	—	SUITABLE GRADING MATERIAL 253	②	
EXCESS CU. M (EV)	—	SUITABLE GRADING MATERIAL 1662		
BORROW CU. M (CV)	—	TOPSOIL BORROW 840.0		

① 130% SHRINKAGE FACTOR USED FROM EXCAVATED VOLUME (EV) TO COMPACTED VOLUME (CV). 150% SHRINKAGE FACTOR USED FROM LOOSE VOLUME (LV) TO COMPACTED VOLUME (CV). SHRINKAGE FACTORS ARE ASSUMED VALUES, USED ONLY FOR THE PURPOSES OF ESTIMATING QUANTITIES. IT SHALL BE UNDERSTOOD THAT NO WARRANTY IS MADE OR IMPLIED AS TO THE ACCURACY, SUFFICIENCY, OR RELIABILITY OF THESE SHRINKAGE FACTORS.

② ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH THE PROVISIONS OF 2105.30 AND AS APPROVED BY THE ENGINEER.

1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
2	8-31-98	MCI	SCB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION

NO	DATE	BY	CHK	APPR	REVISION
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NAME: NP 589.PLN DATE: Sept. 2, 1998 TIME: 13:39:57



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date 10-1-98 Rec. No. 23409

STATE PROJECT NO.

141-090-05

CITY PROJECT NO.

XXX

DRAWN BY DATE
N. MCGARVEY 6-97
DESIGNED BY
N. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972590

SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
CONSTRUCTION/SOILS NOTES, STANDARD PLATES AND EARTHWORK SUMMARY
KENILWORTH TRAIL

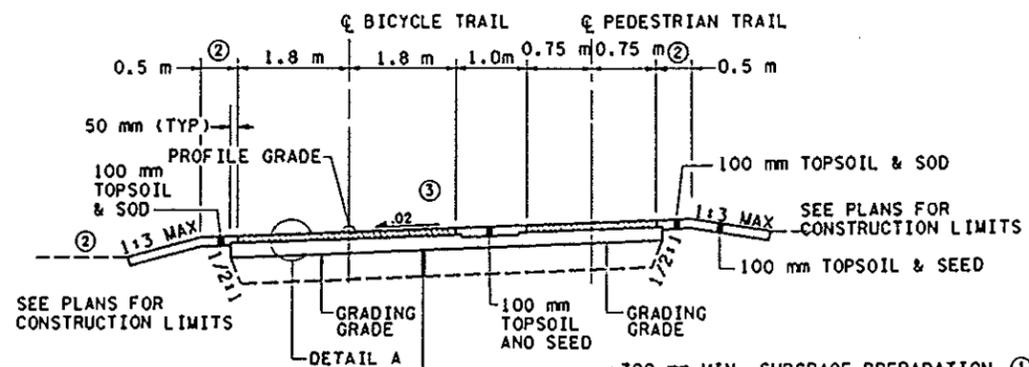
SHEET
5
OF
57

TYPE "C" SIGNS										
REFERENCE NO. OF INSTALLATION	NO. OF INSTALLATIONS	POSTS PER INSTALLATION (QUANTITY - TYPE)	LENGTHS OF POSTS (FT.)	MOUNTING HEIGHT (FT.)	SIGN PANEL SIZE (IN. X IN.)	SIGN PANEL AREA PER PANEL (SQ. M.)	TOTAL SIGN PANEL AREA (SQ. M.)	SIGN PANEL CODE NO.	SIGN PANEL LEGEND	NOTE(S)
S-1	12	1-U	8	4	12 x 12	0.09	1.08		STOP	
S-2	9	1-U	8	4	18" dia	0.16	1.44		TRAIL ENTRANCE (KENILWORTH)	
S-3	8	1-U	8	4	12 x 12	0.09	0.45		NO MOTOR VEHICLES	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		CEDAR LAKE PARKWAY	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		BURNHAM BLVD	
S-4	2	1-U	8	4	4 x 18	0.05	0.10		21ST STREET	
S-5	2	1-U	8	4	18" dia	0.16	0.32		TRAIL ENTRANCE (CEDAR LAKE TRAIL)	
S-6	6	1-U	8	4	12 x 12	0.09	0.54		STOP AHEAD	
S-7	1	1-U	8	4	18" dia	0.16	0.16		TRAIL ENTRANCE (29TH STREET GREENWAY)	
S-11	2	1-U	8	4	12" dia	0.07	0.14		RAILROAD CROSSING AHEAD	
S-12	4	1-U	8	4	30 x 30	0.58	2.32	W11-2A	PEDESTRIAN CROSSING	(2)
S-13	4	1-U	8	4	30 x 30	0.58	2.32	W11-2	PEDESTRIAN CROSSING AHEAD	
S-16	2	1-U	8	4	18" dia	0.16	0.32		28TH STREET EXIT	
S-21	4	1-U	8	4	12 x 12	0.09	0.36		TRAIL NARROWS	
S-22	3	1-U	8	4	12 x 18	0.14	0.42		KEEP RIGHT	
S-30	4	1-U	8	4	8.75" dia	0.04	0.16		DIRECTIONAL ARROW (STRAIGHT)	
S-31	3	1-U	8	4	12 x 12	0.09	0.27		SEPARATED TRAIL (LEFT)	
S-32	2	1-U	8	4	12 x 12	0.09	0.18		SEPARATED TRAIL (RIGHT)	
S-33	3	1-U	8	4	12 x 12	0.09	0.27		MIXED TRAFFIC (LEFT)	
S-34	3	1-U	8	4	12 x 12	0.09	0.27		MIXED TRAFFIC (RIGHT)	
S-35	2	1-U	8	4	12 x 12	0.09	0.18		PEDESTRIAN ONLY	
	1	1-U	8	4	18 X 18	0.21	*	W1 - 2L	CURVE ARROW (LEFT)	
	1	1-U	8	4	18 X 18	0.21	*	W1 - 2R	CURVE ARROW (RIGHT)	
	2	1-U	8	4	18 X 18	0.21	*	W1 - 4L	CURVE AHEAD ARROW (LEFT)	
	4	1-U	8	4	36 x 36	0.84	*	W20 - 2	DETOUR AHEAD	
	4	1-U	8	4	24 X 18	0.28	*	M4 - 8a	END DETOUR	
	3	1-U	8	4	30 X 24	0.46	*	M4 - 9L	DETOUR (LEFT)	
	3	1-U	8	4	30 X 24	0.46	*	M4 - 9R	DETOUR (RIGHT)	
	2	1-U	8	4	12 x 18	0.14	*	R9 - 6	YIELD TO PEDS	
	4	1-U	8	4	24 x 18	0.28	1.12	S2-P2	DOWN ARROW	
	2	1-U	8	4	24 x 18	0.28	0.56	W20-100P	100 FEET	
	103				PROJECT TOTALS		13.18			

NOTES:
 ① MOUNTING HEIGHT IS MINIMUM. SEE DETAIL (SHEET 9) FOR TYPICAL MOUNTING.
 ② USE S2-P2 IN COMBINATION WITH W11-2A.
 ③ POST LENGTH IS MAXIMUM - POST SHALL NOT EXTEND ABOVE TOP OF SIGN.
 * USED FOR TEMPORARY TRAFFIC CONTROL. THESE AREAS ARE NOT INCLUDED IN F&I SIGN PANEL TYPE "C"

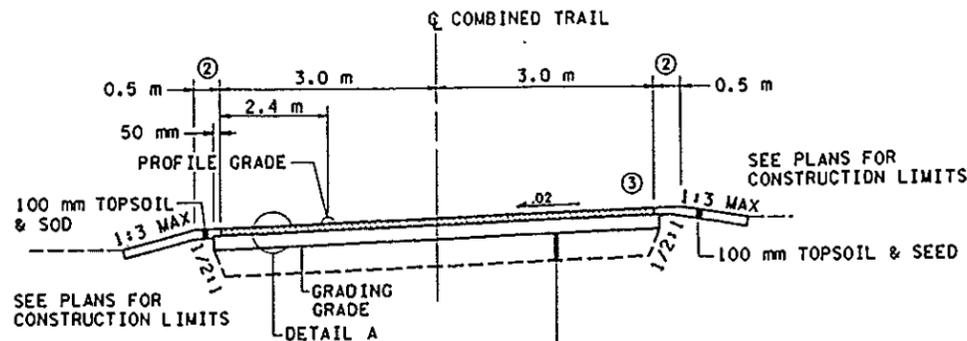
RETAINING WALLS									
WALL LOCATION	BEGIN STA.	END STA.	LOCATION	FROM STA.	TOTAL HEIGHT (METER)	TO STA.	TOTAL HEIGHT (METER)	WALL LENGTH	WALL TYPE
NORTH OF CEDAR LAKE PARKWAY	1+578	1+614	RT	1+578	0.64	1+580	0.64	2	TYPICAL
				1+580	0.64	1+600	0.86	20	TYPICAL
				1+600	0.86	1+614	0.66	14	TYPICAL

1	2-10-98	WTA	MRT	DJJ	REVISE SIGN TAB PER MN/DOT COMMENTS	 I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Gault</i> Date: 10-28-97 Ref No: 23409	STATE PROJECT NO. 141-090-05	DRAWN BY M. MCGARVEY 6-97	DATE 6-97		CITY OF MINNEAPOLIS SIGN AND RETAINING WALL TABULATIONS KENILWORTH TRAIL	SHEET 6 OF 57
NO	DATE	BY	CHKD	APPR	REVISION		CITY PROJECT NO. XXX	CHECKED BY R. LEWIS 7-97	DATE 7-97			
NAME: TBA 589.PLN DATE: Oct. 22, 1997 TIME: 10:26:20												



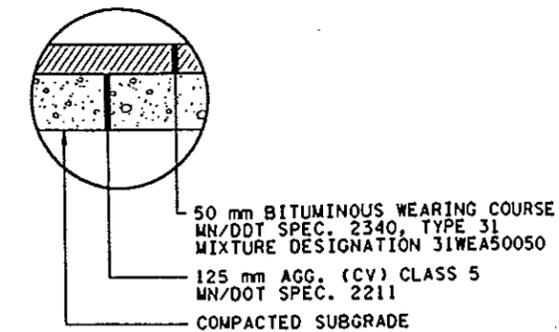
KENILWORTH TRAIL
TYPICAL SECTION
STA. 0+974.15 TO STA. 1+119
STA. 1+221 TO STA. 1+467

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



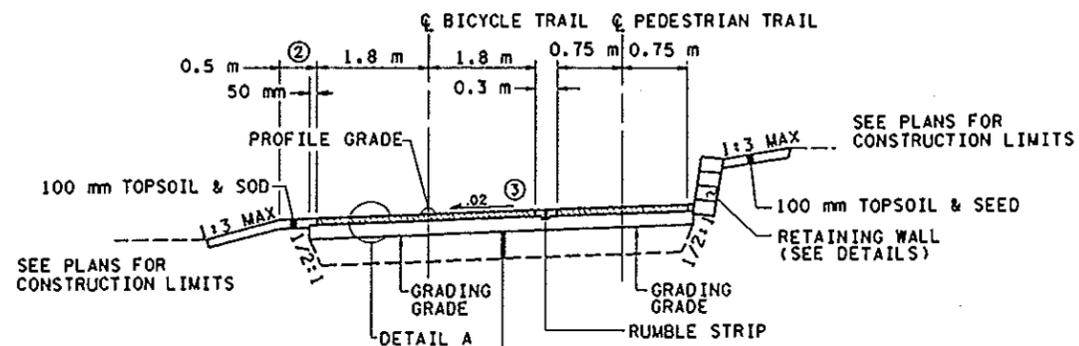
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+791 TO STA. 1+865
STA. 2+377 TO STA. 2+465

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



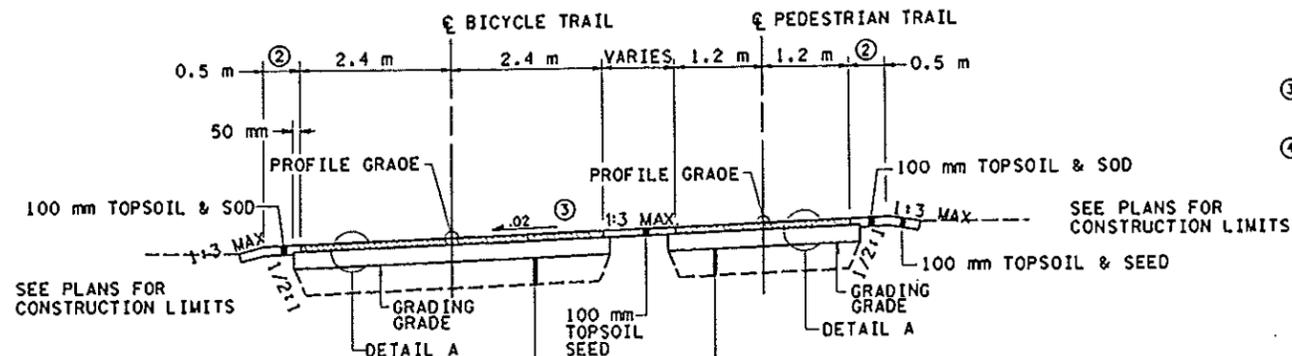
DETAIL A
BITUMINOUS WALK

- NOTES**
- ① MINIMUM REQUIREMENTS FOR SUBGRADE PREPARATION SHALL BE SCARIFICATION OF THE EXISTING GROUND TO A MINIMUM DEPTH OF 300 mm AND RECOMPACTION OF MATERIAL.
 - ② WHERE INSLOPE IS 1:3 OR STEEPER AND EMBANKMENT HEIGHT IS 1.8 m OR GREATER, OR WHERE INSLOPE IS 1:2 OR STEEPER AND EMBANKMENT HEIGHT IS 1.2 m OR GREATER, MINIMUM SHOULDER WIDTH SHALL BE 1.5 m.
 - ③ TRAIL SHALL SLOPE TO THE INSIDE OF CURVES. SLOPES ARE GIVEN IN m/m.
 - ④ NO RUMBLE STRIP STA. 1+752 TO STA. 1+762.



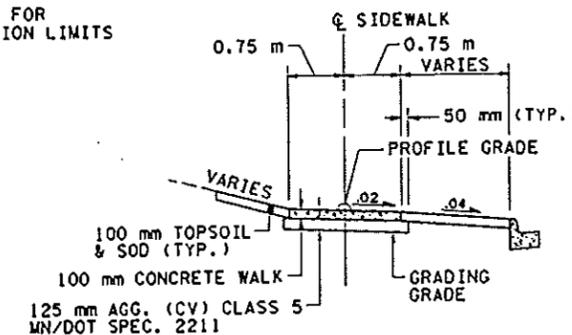
KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+578 TO STA. 1+614

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".

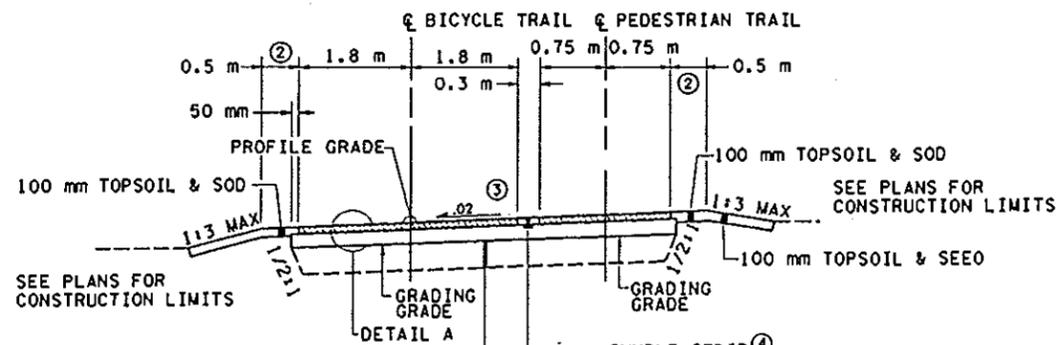


KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+865 TO STA. 2+066
STA. 2+465 TO STA. 2+492

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".

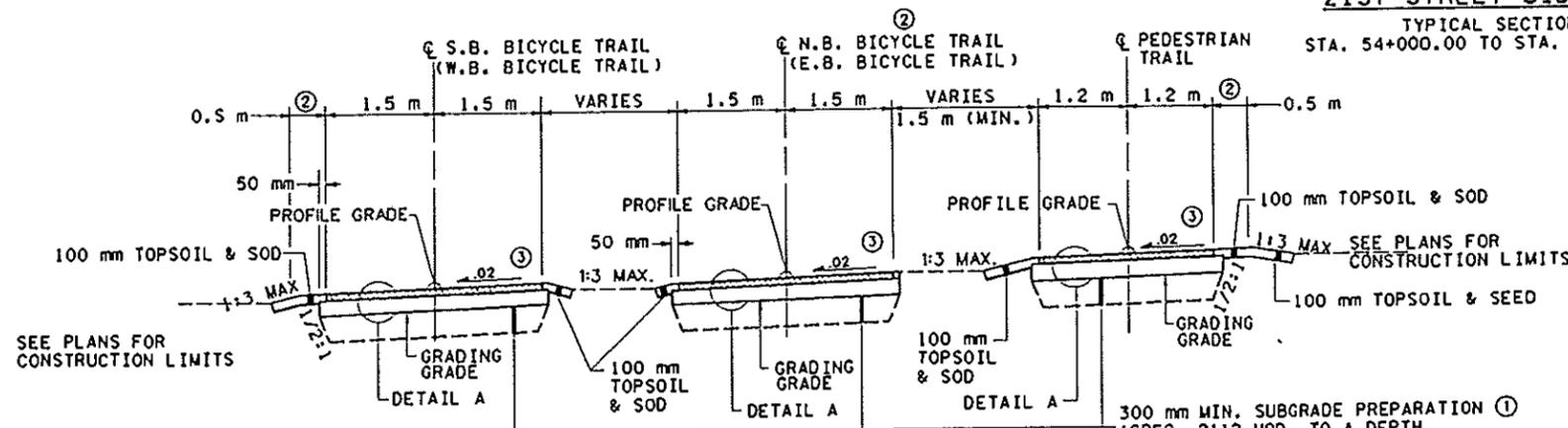


21ST STREET SIDEWALK
TYPICAL SECTION
STA. 54+000.00 TO STA. 54+032.95



KENILWORTH TRAIL
TYPICAL SECTION
STA. 1+119 TO STA. 1+221
STA. 1+505 TO STA. 1+578
STA. 1+614 TO STA. 1+762
(TRAIL WIDTH TRANSITION STA. 1+752 TO STA. 1+762)

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".



KENILWORTH TRAIL
TYPICAL SECTION
STA. 2+066 TO STA. 2+377
STA. 2+492 TO STA. 3+343
STA. 4+000 TO STA. 4+107

300 mm MIN. SUBGRADE PREPARATION ① (SPEC. 2112 MOD. TO A DEPTH OF 300 mm). SUBCUT SHALL BE PAID FOR UNDER ITEM NO. 2105.507 "SUBGRADE EXCAVATION (EV)".

NO	DATE	BY	CHK	APPR	REVISION

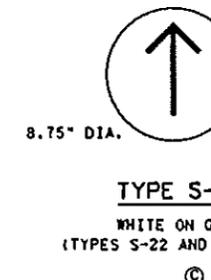
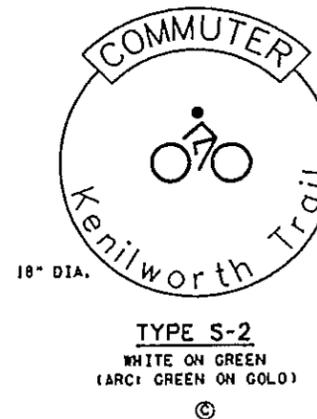
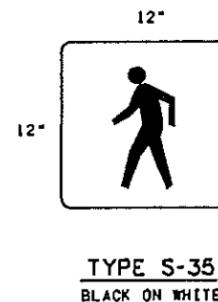
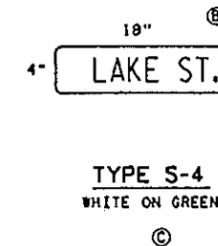
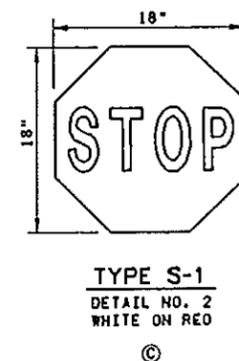
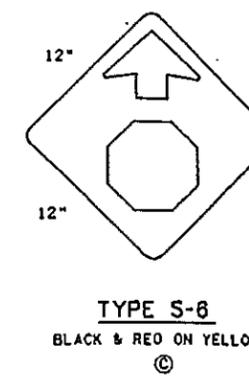
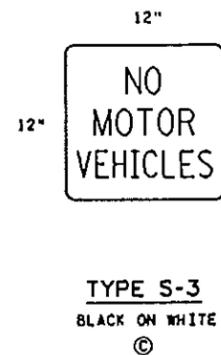
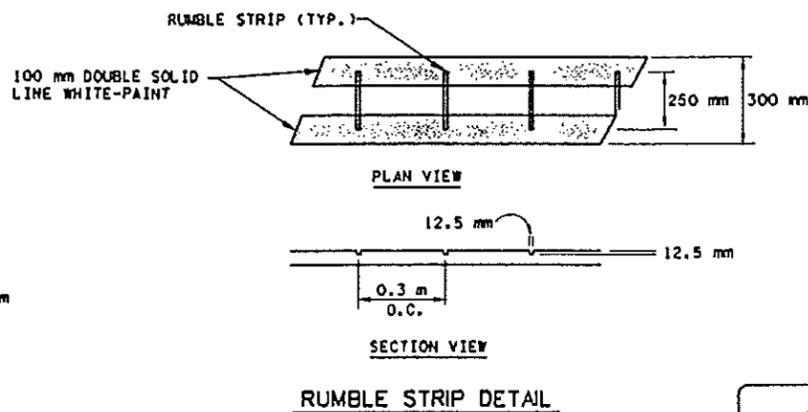
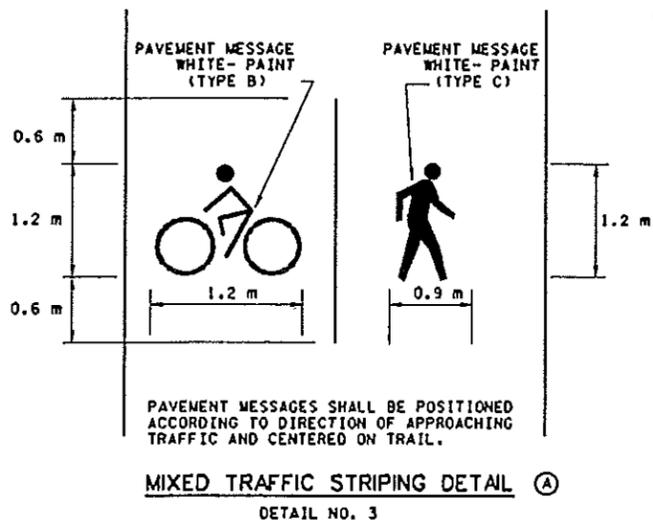
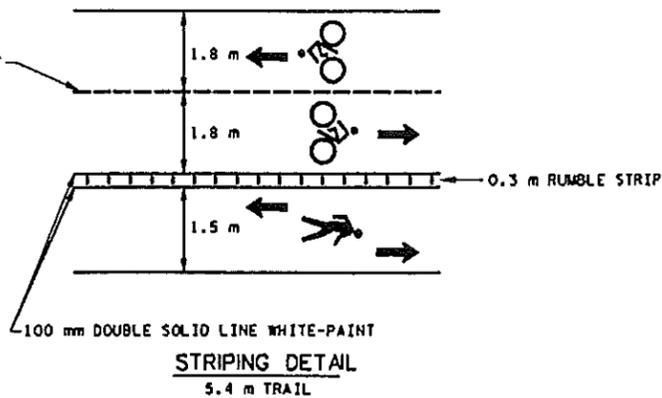
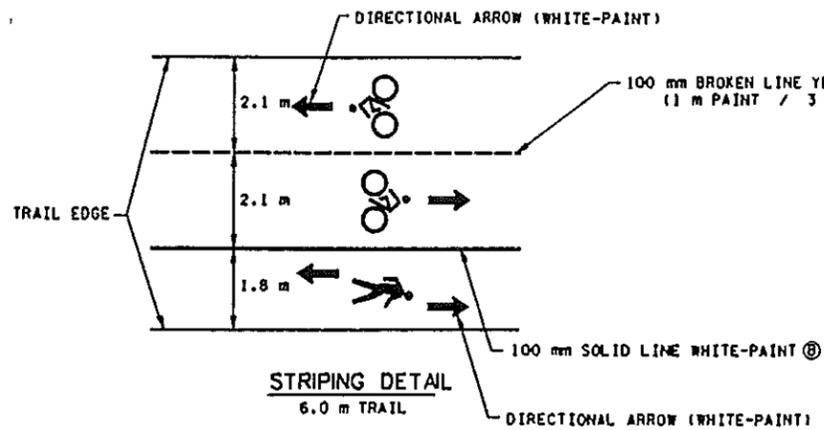


I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date: 10-23-97 Reg. No. 73484

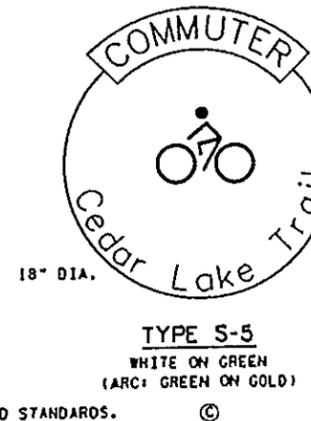
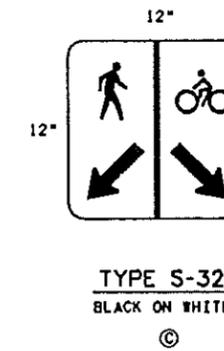
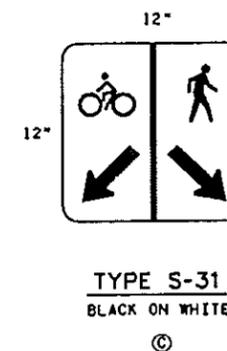
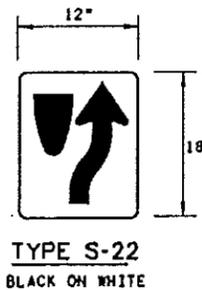
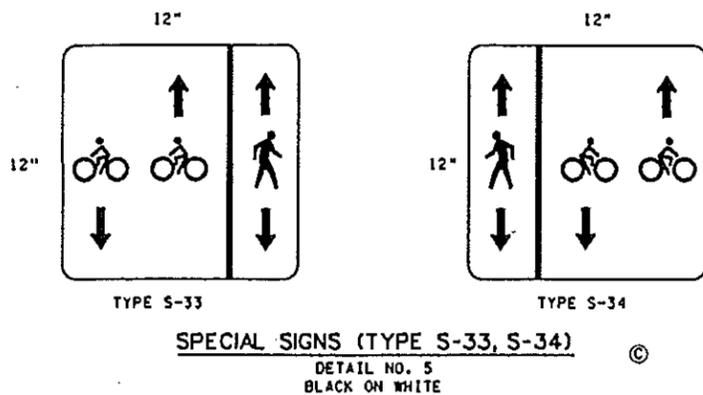
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX
DRAWN BY M. MCGARVEY DATE 6-97
DESIGNED BY M. MCGARVEY DATE 6-97
CHECKED BY R. LEWIS DATE 7-97
COMM. NO. 0972590



CITY OF MINNEAPOLIS
TYPICAL SECTIONS
KENILWORTH TRAIL



NOTES:
 (A) CAMERA READY ART FOR ALL NON-STANDARD SIGNS SHALL BE PROVIDED BY THE OWNER
 (B) SEE SIGN TABULATION (SHEET 6) FOR TEXT.
 (C) ALL SIGNS ARE DIMENSIONED IN ENGLISH UNITS.



NOTE: SIGNS S-21, S-30, S-31, S-32 and S-35 ARE CITY'S ADOPTED STANDARDS.

1	11-24-97	MCI	RFL		REVISE SIGN COLOR
2	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHKD	APPR	REVISION
NAME: DET1589.PLN DATE: Oct 14, 1997 TIME: 13:30:28					



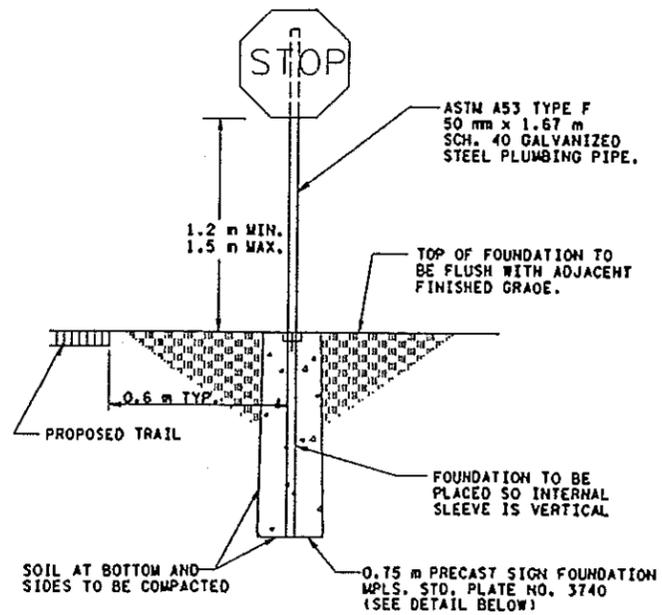
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
 Date: 10-23-97
 R. No. 23404

STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

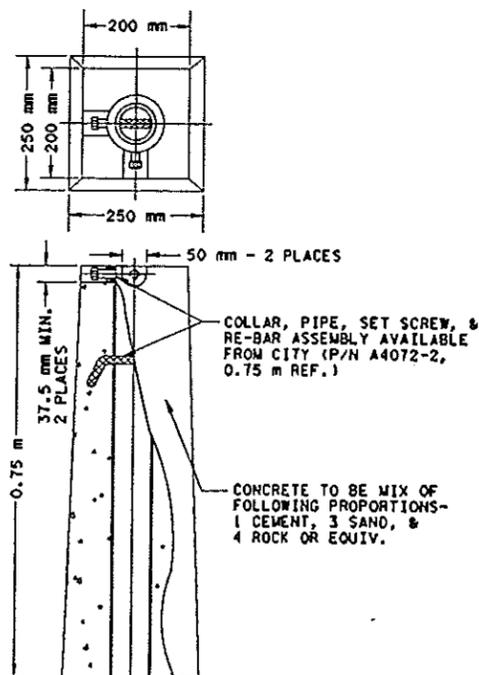
DRAWN BY DATE M. MCGARVEY 6-97
 DESIGNED BY M. MCGARVEY 6-97
 CHECKED BY R. LEWIS 7-97
 COMM. NO. 0972590



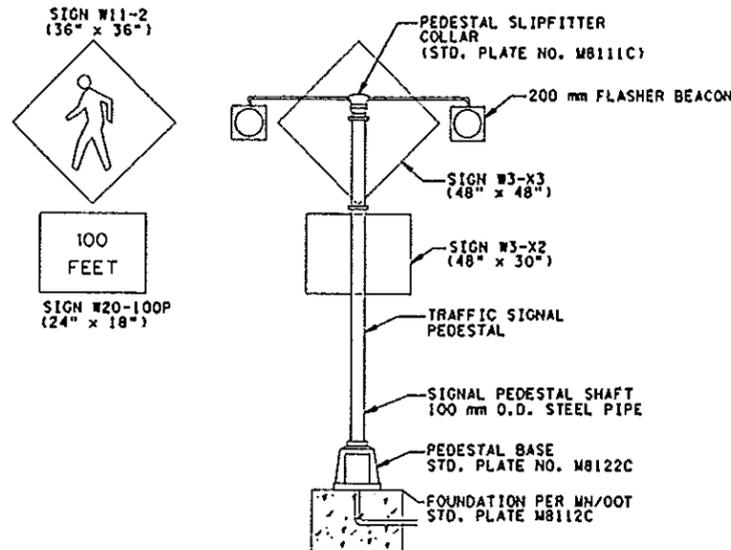
CITY OF MINNEAPOLIS
 DETAILS
 KENILWORTH TRAIL



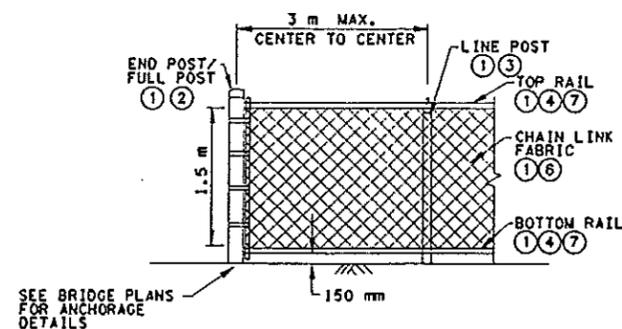
**PRECAST CONCRETE SIGN POST FOUNDATION
PLACEMENT DETAIL**



0.75 m PRECAST SIGN FOUNDATION



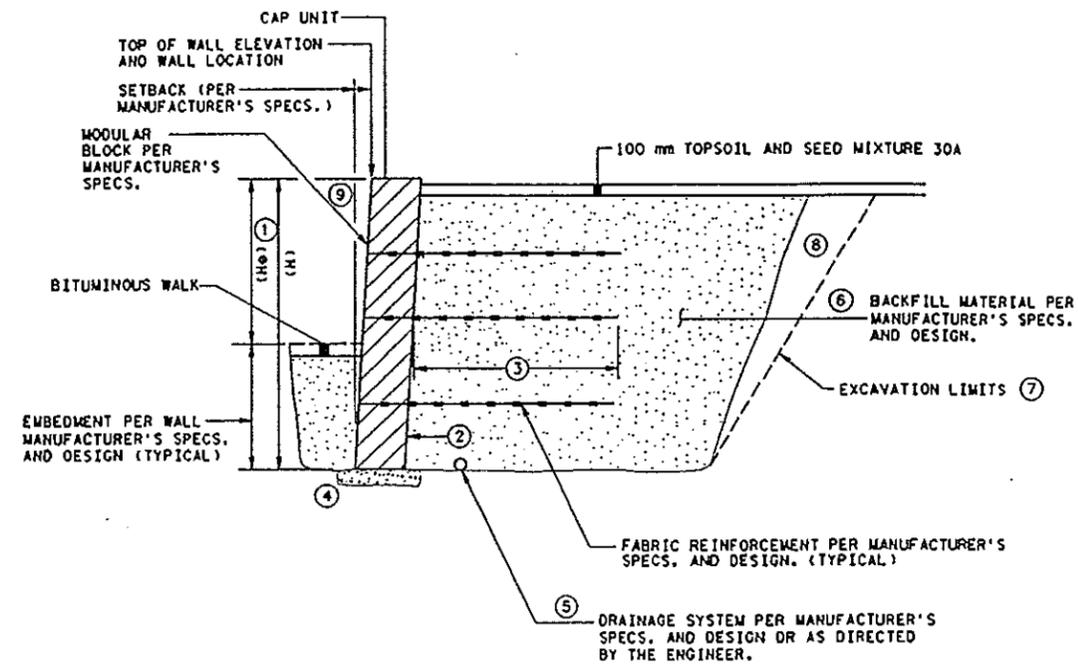
**FLASHER DETAIL
NO SCALE**



WIRE FENCE DESIGN SPECIAL VINYL COATED DETAIL

WIRE FENCE NOTES

- ① 100% BONDED VINYL COATED - "BLACK", GALVANIZED.
- ② TERMINAL POST 1.5 M END, CORNER OR PULL POST: 15 mm O.D. GRADE A BONDED VINYL.
- ③ LINE POSTS SHALL BE 65 mm O.D. GRADE A BONDED VINYL.
- ④ TOP AND BOTTOM RAIL SHALL BE 40 mm O.D. GRADE A BONDED VINYL.
- ⑤ ALL FITTINGS, TIES, LOOP CAPS, AND COMPONENT PARTS SHALL BE VINYL COATED-"BLACK".
- ⑥ CHAIN LINK FABRIC SHALL BE 50 mm MESH WITH KNUCKLED SELVAGE TOP AND BOTTOM, AND CONFORM TO REQUIREMENTS OF AASHTO M 181 TYP IV.
- ⑦ FABRIC SHALL BE TIED BELOW TOP RAIL AND ABOVE BOTTOM RAIL EVERY 300 mm.
- ⑧ DIMENSION ALONG = FENCE, PERPENDICULAR TO = BEARING.
- ⑨ FENCE SHALL BE GROUNDED.



MODULAR BLOCK RETAINING WALL NOTES

- ① SEE SPECIAL PROVISIONS
- ② TYPE 1 GEOTEXTILE FABRIC TO BE PLACED ON BACKSIDE OF WALL.
- ③ FOR WALLS WITH (H_o) LESS THAN OR EQUAL TO 2 m, THE MINIMUM LENGTH OF GEOTEXTILE FABRIC SHALL BE PER MANUFACTURER'S RECOMMENDATION.
- ④ AGGREGATE BASE OR OPTIONAL NON-REINFORCED CONCRETE LEVELING PAD AS APPROVED BY THE ENGINEER, 150 mm MIN. (INCIDENTAL)
- ⑤ 100 mm T.P. PERF. DRAIN PIPE, MN/DOT 3278, W/ TYPE 1 GEOTEXTILE, MN/DOT 3733. PROJECT ENGINEER SHALL HAVE ADDITIONAL DRAINS PLACED TO INTERCEPT ANY WATER-BEARING SOIL STRATA DISCOVERED DURING CONSTRUCTION. (INCIDENTAL)
- ⑥ SELECT BACKFILL TO MEET MN/DOT 3149.2B MODIFIED TO 10% OR LESS PASSING THE #200 SIEVE. 100% MUST PASS THE 100 mm SIEVE. (INCIDENTAL TO MODULAR BLOCK RETAINING WALL.)
- ⑦ SLOPE IS DETERMINED BY OSHA REGULATIONS AND IN-SITU SOILS; ALL EXCAVATION NECESSARY FOR CONSTRUCTION OF MODULAR BLOCK RETAINING WALLS IS INCIDENTAL.
- ⑧ EXCAVATION AND BACKFILLING WITH SELECT GRAOING MATERIAL IS INCIDENTAL TO RETAINING WALL CONSTRUCTION.
- ⑨ FASTEN CAP BLOCK TO UPPER BLOCK COURSE AND UPPER BLOCK COURSE TO SECOND BLOCK COURSE WITH AN OUTDOOR CONSTRUCTION ADHESIVE SUCH AS PL 400 (OR EQUIVALENT).

MODULAR BLOCK RETAINING WALL DETAIL

STA. 1+578 TO STA. 1+614

1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHKD	APPR	REVISION
NAME: DET2 589.PLN DATE: Aug. 19, 1997 TIME: 13:30:28					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
Date 10-23-97
23409

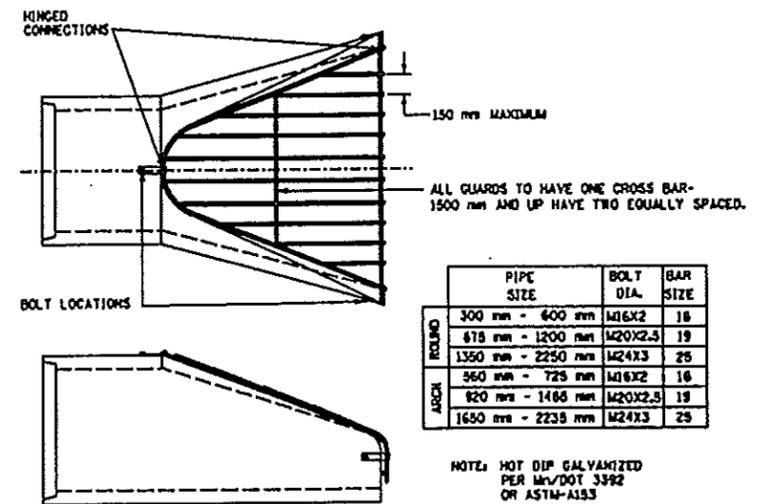
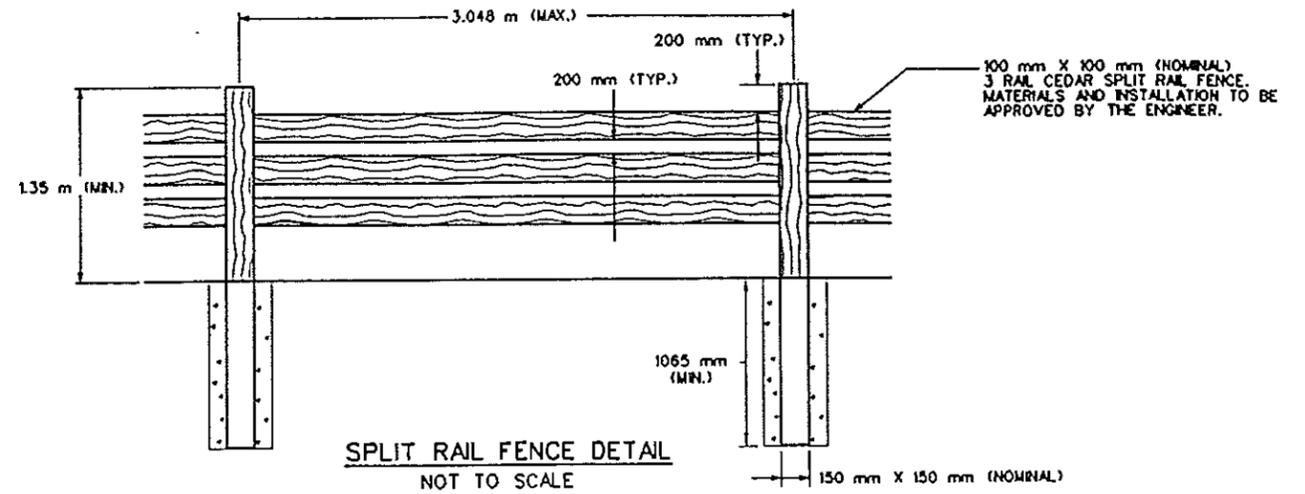
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972590



CITY OF MINNEAPOLIS
DETAILS
KENILWORTH TRAIL

SHEET
9
OF
57



ARCH	ROUND	PIPE SIZE		BOLT DIA.	BAR SIZE
		MIN	MAX		
		300 mm	600 mm	M16X2	18
		675 mm	1200 mm	M20X2.5	19
		1350 mm	2250 mm	M24X3	25
		560 mm	725 mm	M16X2	18
		620 mm	1466 mm	M20X2.5	19
		1650 mm	2238 mm	M24X3	25

NOTE: HOT DIP GALVANIZED PER Mn/DOT 3392 OR ASTM-A153

1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHKD	APPR	REVISION
NAME: DET3 589.PLN DATE: Oct. 21, 1997 TIME: 11:13:17					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
David J. Duloff
 Date: 10-23-97 Reg. No. 23409

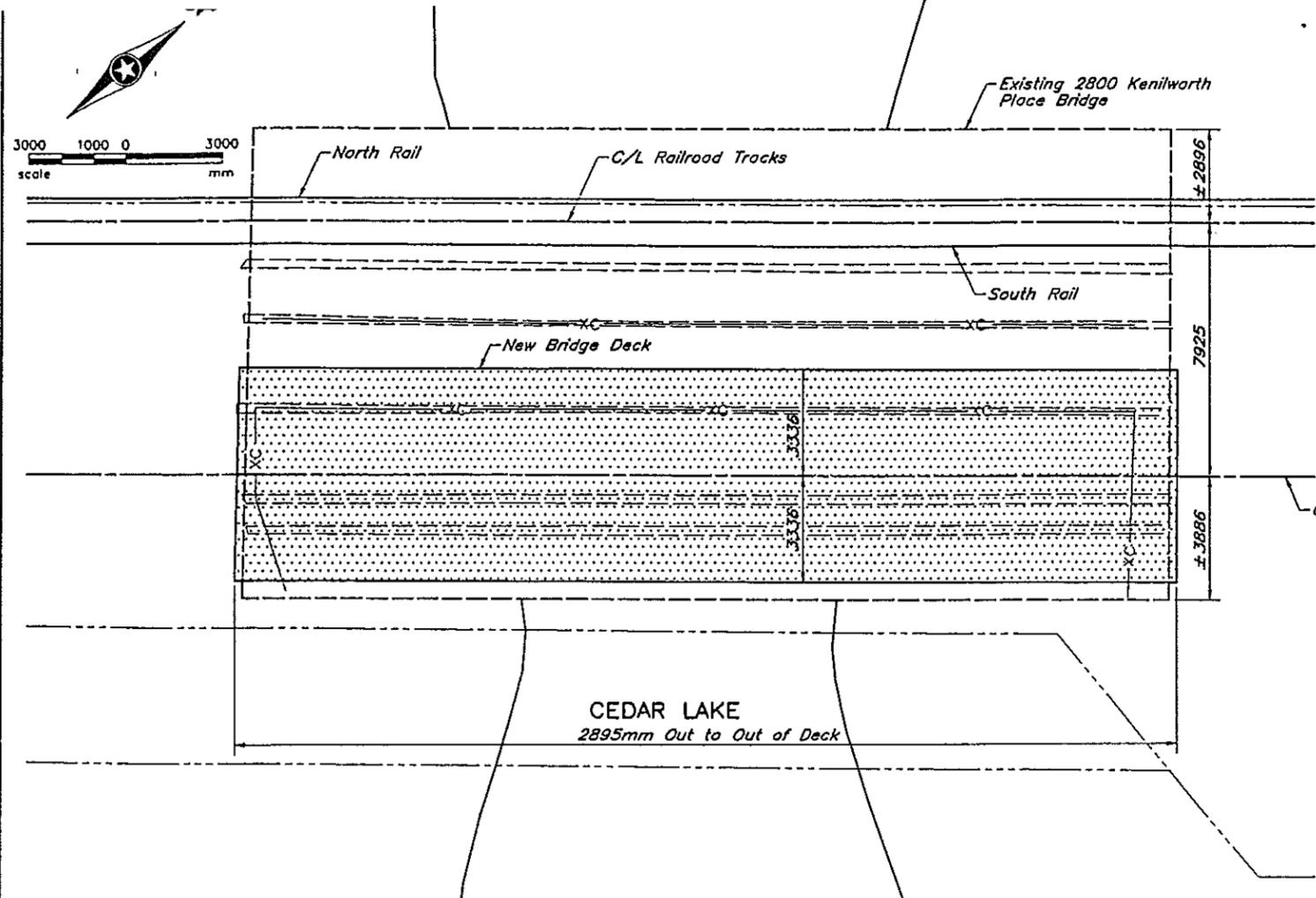
STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY DATE M. MCGARVEY 8-97
 DESIGNED BY M. MCGARVEY 6-97
 CHECKED BY R. LEWIS 7-97
 COMM. NO. 0972590

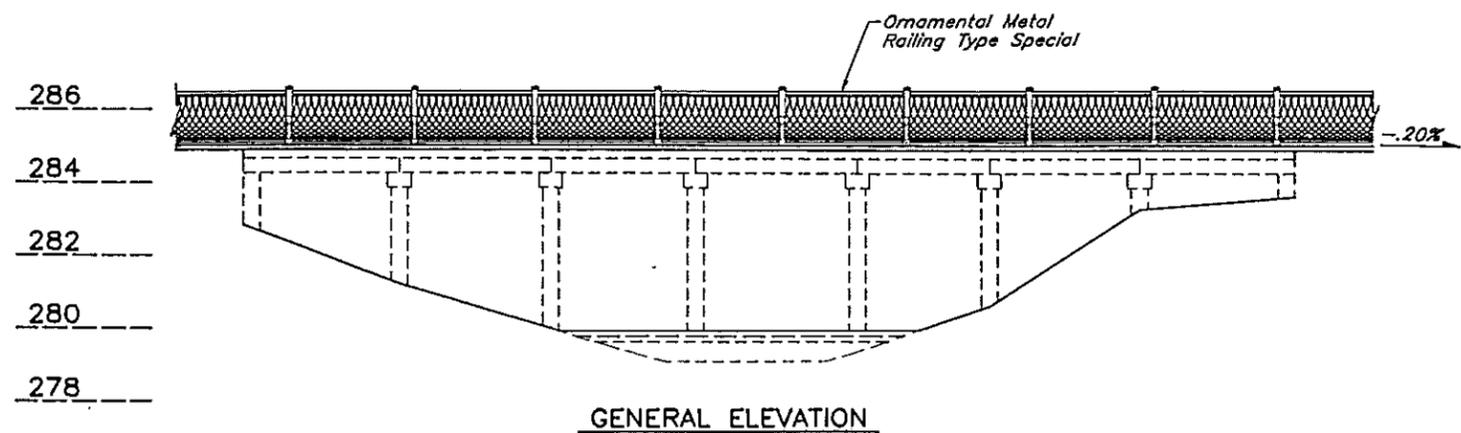


CITY OF MINNEAPOLIS
 DETAILS
 KENILWORTH TRAIL

SHEET 10 OF 57



GENERAL PLAN



GENERAL ELEVATION

CONSTRUCTION NOTES

The 1995 Edition of The Minnesota Department of Transportation "Standard Specifications For Construction" Shall Govern.

All Dimensions Are in Units of Millimeters And Elevations Are in Meters Unless Noted Otherwise.

Construction Requirements Shall Conform to Spec. 2403.3 Unless Otherwise Noted.

All Glue Laminated Timber Deck Shall Be Southern Yellow Pine, fb = 11.0 MPa, Combination Symbol 16F-V2. Runners, Edge Strip And Rub Rail Shall Be Southern Yellow Pine, fb = 7.9 MPa, Grade No. 2 or Better (S4S) Curb Shall Be Southern Yellow Pine, fb = 6.0 MPa, Grade No. or Better (S4S).

All Drilling And Cutting of Timber Exceeding 50mm in Thickness Shall Be Completed Before Pressure Treatment Unless Otherwise Authorized By The Engineer.

All Timber is to Be Pressure Treated Per Spec. 3491. (Refer to Special Provisions).

All Hardware is to Be Galvanized Per Spec. 3392.

Contractor Shall Verify All Existing Dimensions in Field Before Ordering Material.

DESIGN DATA

1996 And Current Interim AASHTO Design Specifications

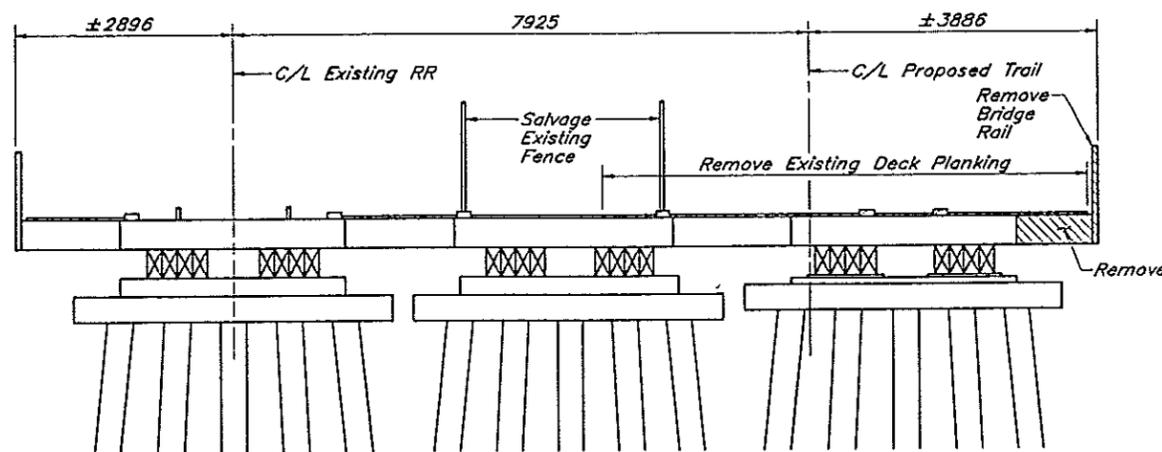
Live Loading
4.10 KN/m² or
1.93 KN/m² with 45KN Maintenance Vehicle

Maximum Allowable Design Stresses:
Glue Laminated Timber Deck
fb = 11.0 MPa
Runners, Edge Strip And Rub Rail
fb = 7.9 MPa
Curb
fb = 6.0 MPa

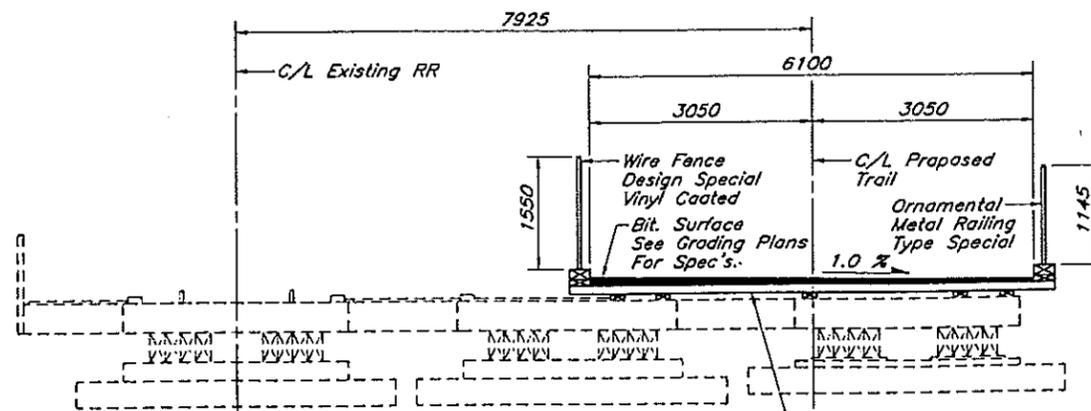
SCHEDULE OF QUANTITIES FOR ENTIRE BRIDGE

ITEM NO.	ITEM	UNIT	QUANTITY
2104.521	SALVAGE CHAIN LINK FENCE	m	70
2402.583	ORNAMENTAL RAILING TYPE SPECIAL	m	41 (P)
2403.502	TREATED TIMBER	m ³	10.200
2403.506	HARDWARE	kg	300 (P)
2403.604	GLUED LAMINATED DECK PANELS	m ²	194 (P)
2104.503	REMOVE TIMBER DECK	m ²	200 (P)
2104.501	REMOVE METAL PIPE RAILING	m	29
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	m	29 (P)

① Includes Quantity For Twenty Additional Ties That May Be Required. Determination of Tie Replacement Shall be Made by The Engineer During Construction.



EXISTING SECTION



PROPOSED SECTION

NO.	DATE	BY	CHKD	APPR	REVISION

NAME: H:\STRUC\003\2590\90-GPE.DWG DATE: AUG 27, 1997 TIME: 2:53 PM



STATE PROJECT NO. 141-090-05

BRIDGE NO. 27A43

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

L. Erickson

Date 2/7/98 Reg. No. 14546

DRAWN BY J. HOFFMAN 8-97

DESIGNED BY L. ERICKSON 8-97

CHECKED BY D. THOMAS 8-97

COMM. NO. 0972589

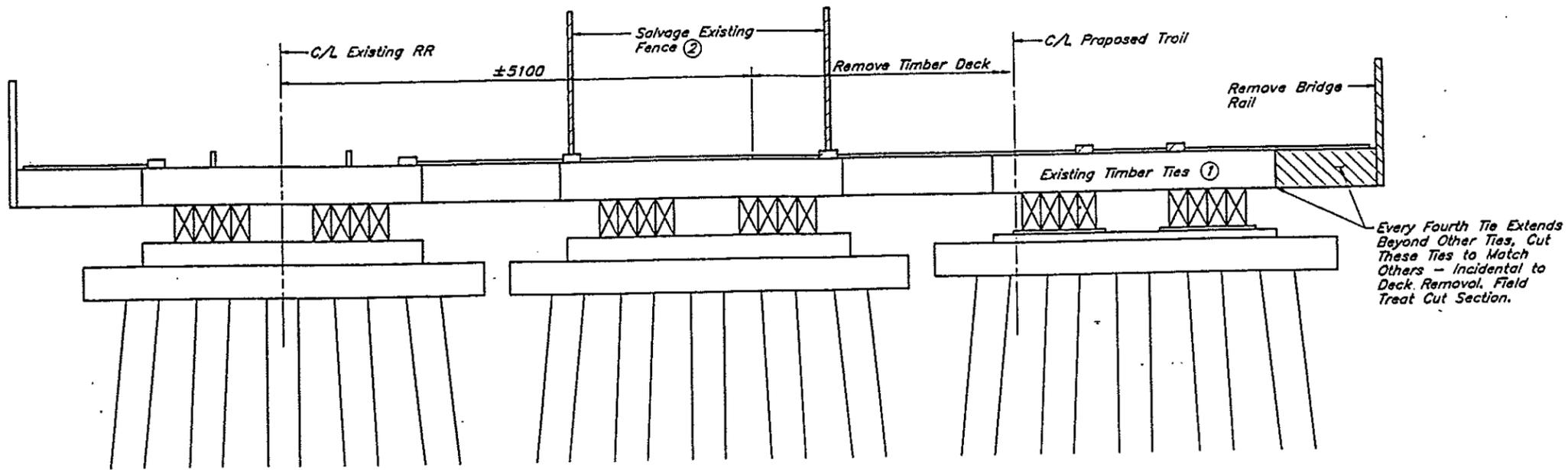


CITY OF MINNEAPOLIS

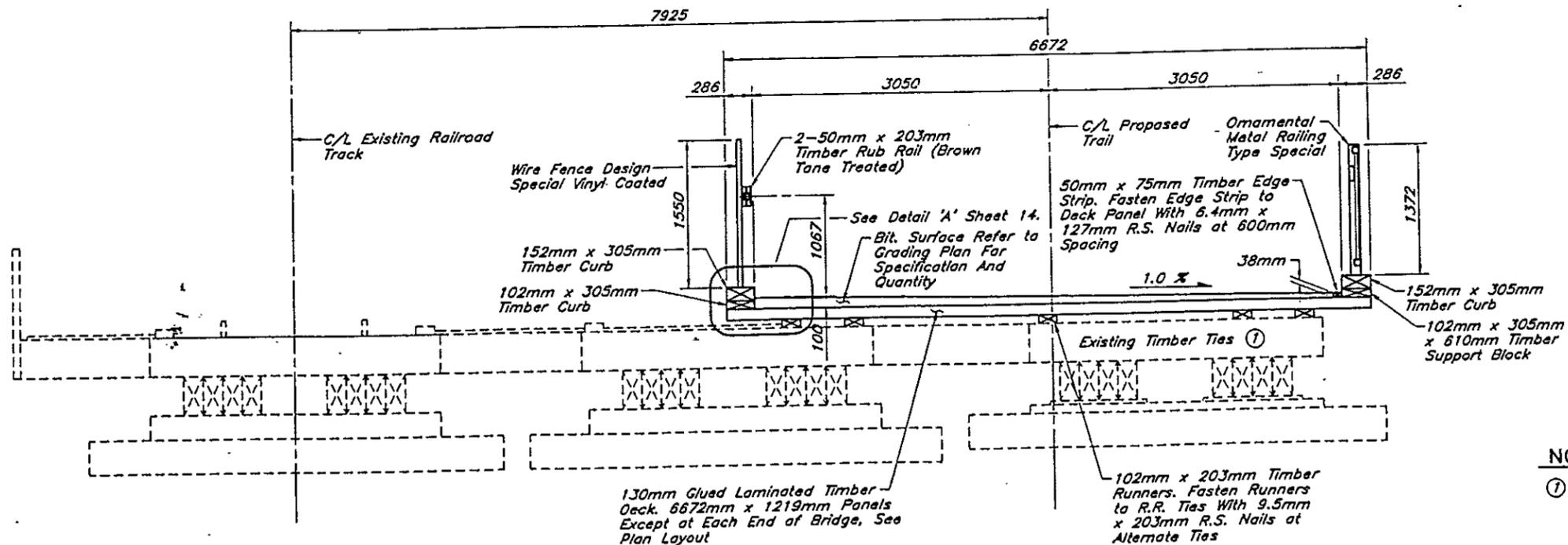
BRIDGE DETAILS (SHEET 1 OF 7)

KENILWORTH TRAIL

SHEET 11 OF 57



EXISTING SECTION



PROPOSED SECTION

LEGEND

Removal Areas

NOTE:

- ① A Quantity For Twenty Additional Timber Ties Have Been Added For Replacement of Existing Ties if Necessary. The Engineer Shall Determine Which Existing Ties Should Be Replaced. The Estimate Size of Each Tie is Approximately 203mm x 203mm x 3048mm. The Contractor However Shall Verify Dimensions.
- ② Contractor Shall Salvage Existing Fence And Turn Over to Hennepin Parks Department.

NO	DATE	BY	CHKD	APPR	REVISION

NAME: H:\STRUC\003\2590\90-SECT.DWG DATE: AUG 27, 1997 TIME: 3:36 PM



STATE PROJECT NO. 141-090-05
BRIDGE NO. 27A43

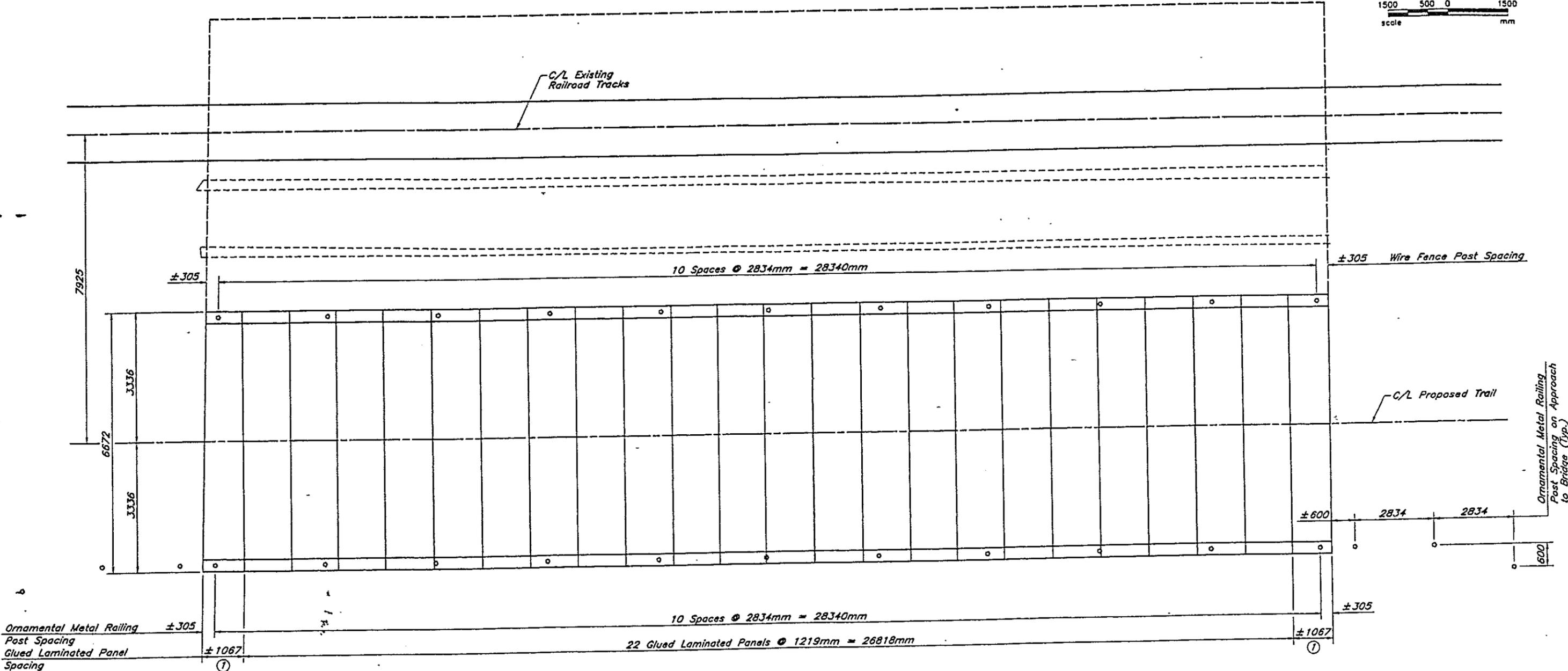
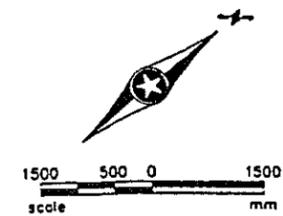
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
S. A. G. Smith
Date 8/27/97 Reg. No. 14546

DRAWN BY J. HOFFMAN 8-97
DESIGNED BY L. ERICKSON 8-97
CHECKED BY D. THOMAS 8-97
COMM. NO. 0972589



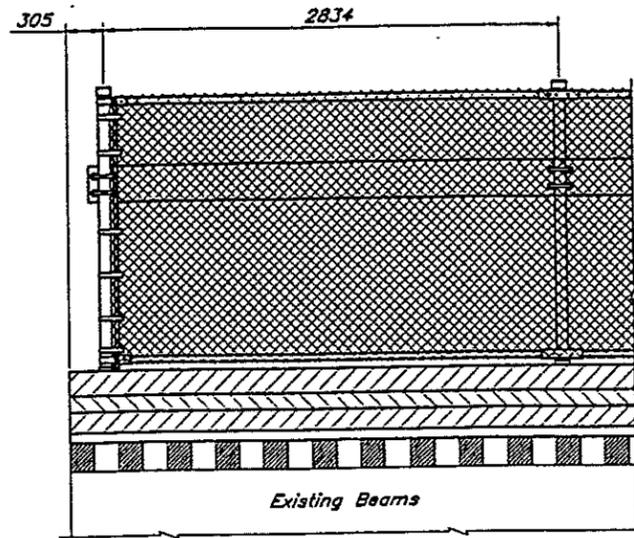
CITY OF MINNEAPOLIS
BRIDGE DETAILS (SHEET 2 OF 7)
KENILWORTH TRAIL

SHEET 12 OF 57

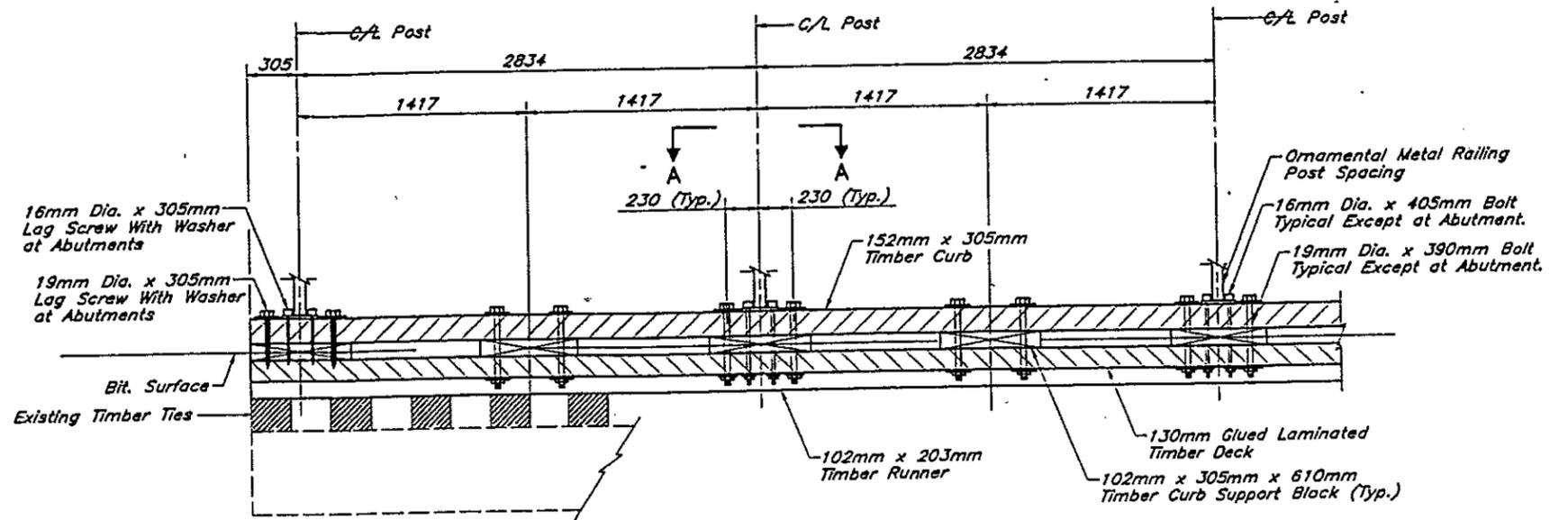


DECK PLAN

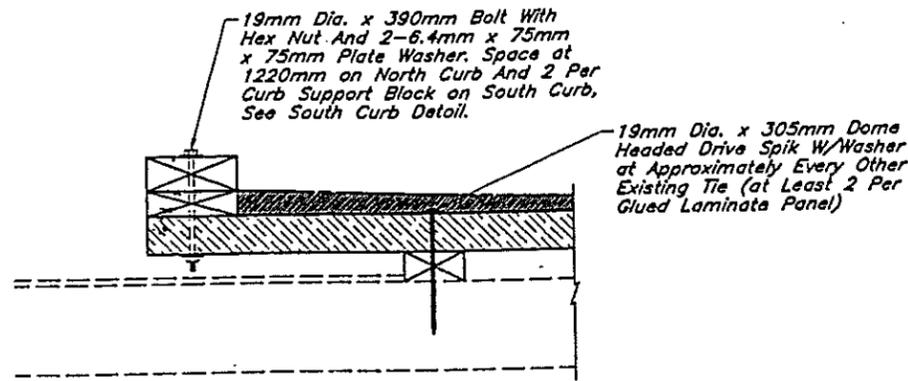
NO. DATE BY CKD APPR NAME: H:\STRUC\003\2590\90-DKPLN.DWG DATE: JUL 03, 1997 TIME: 12:33 PM			STATE PROJECT NO. 141-090-05	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. Date: 8/27/97 Reg. No. 14576	DRAWN BY DATE J. HOFFMAN 8-97		CITY OF MINNEAPOLIS BRIDGE DETAILS (SHEET 3 OF 7) KENILWORTH TRAIL	SHEET 13 OF 57
			BRIDGE NO. 27A43		DESIGNED BY L. ERICKSON 8-97			



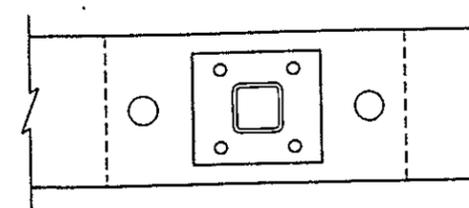
FENCE ELEVATION AT ABUTMENT
(LOOKING S.E.)



SOUTH CURB DETAIL
(LOOKING N.W.)

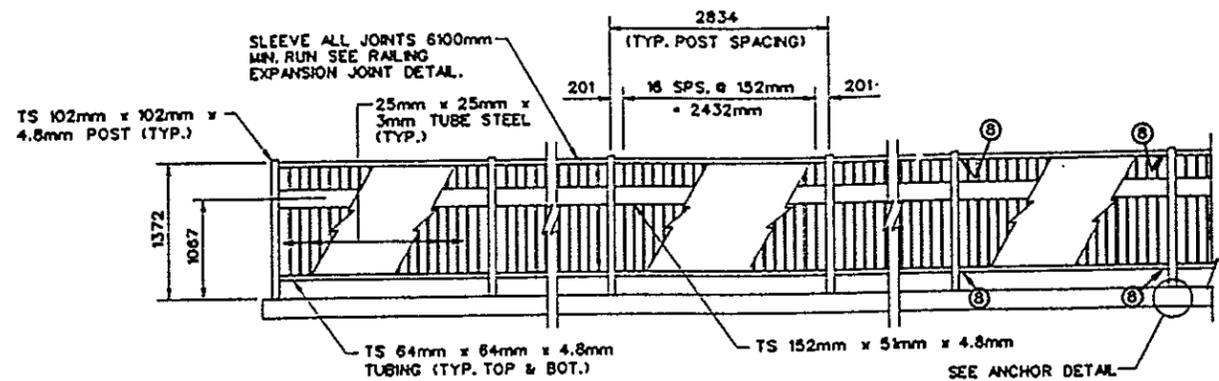


DETAIL A

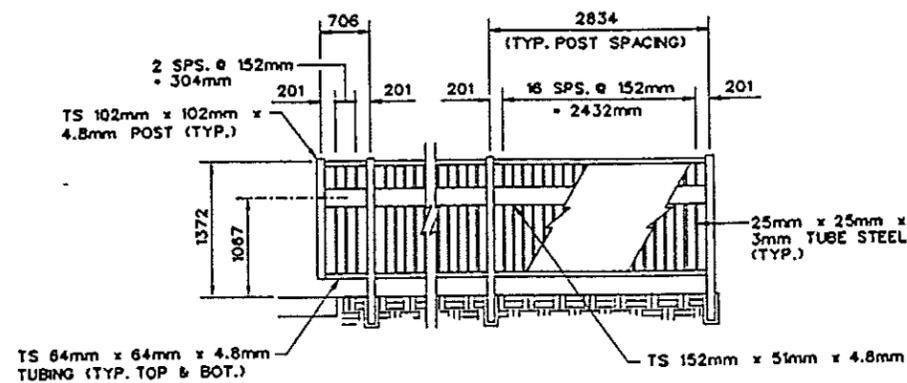


VIEW A-A

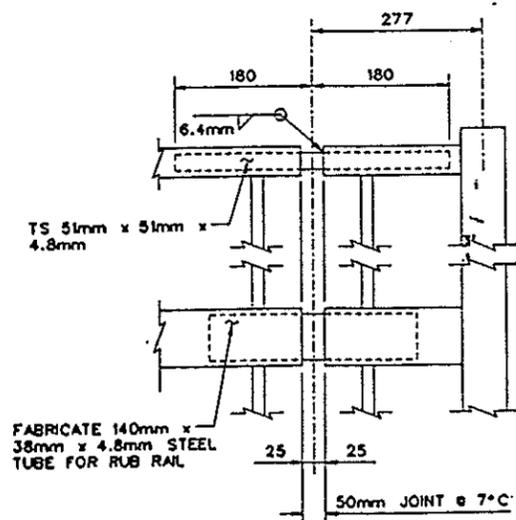
NO. DATE BY CKD APPRI REVISION					STATE PROJECT NO. 141-090-05	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>[Signature]</i> Date: 02/27/97 Reg. No. 14546	DRAWN BY DATE J. HOFFMAN 8-97 DESIGNED BY L. ERICKSON 8-97 CHECKED BY D. THOMAS 8-97 COMM. NO. 0972389		CITY OF MINNEAPOLIS BRIDGE DETAILS (SHEET 4 OF 7) KENILWORTH TRAIL		SHEET 14 OF 57
NAME: H:\STRUC\003\2590\90-MISC.DWG DATE: JUL 03, 1997 TIME: 12:35 PM					BRIDGE NO. 27A43		SRF CONSULTING GROUP, INC.		SHEET 14 OF 57		



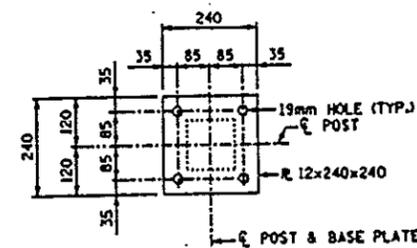
PARTIAL ORNAMENTAL RAILING TYPE SPECIAL ELEVATION ON BRIDGE



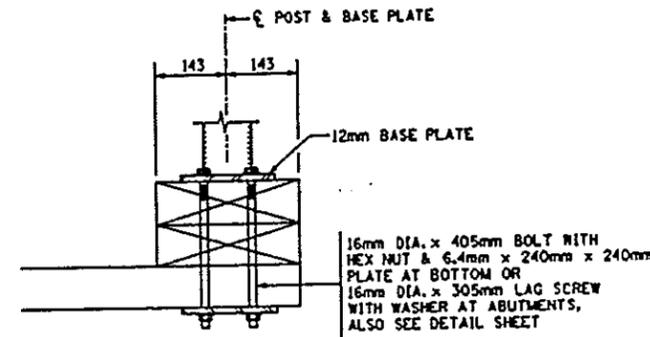
PARTIAL ORNAMENTAL RAILING TYPE SPECIAL ELEVATION AT APPROACH TO BRIDGE



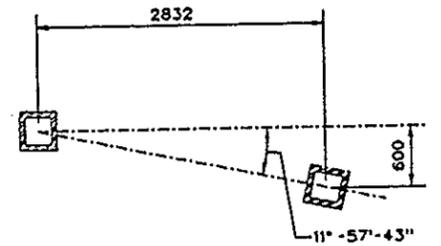
RAILING EXPANSION JOINT DETAIL



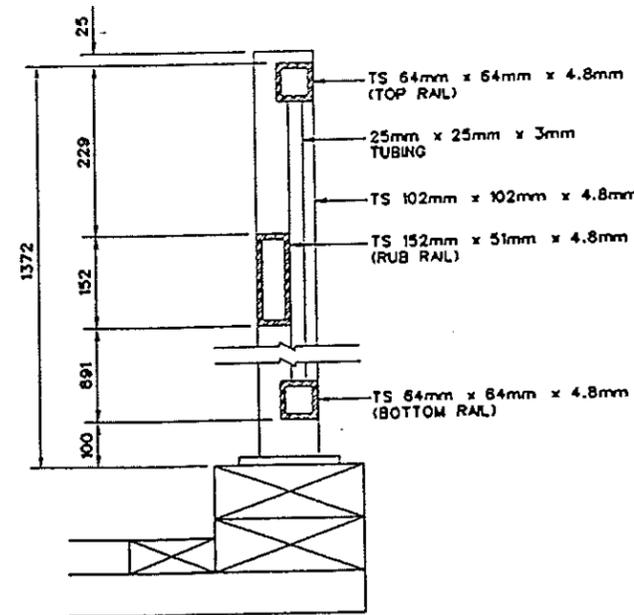
BASE PLATE



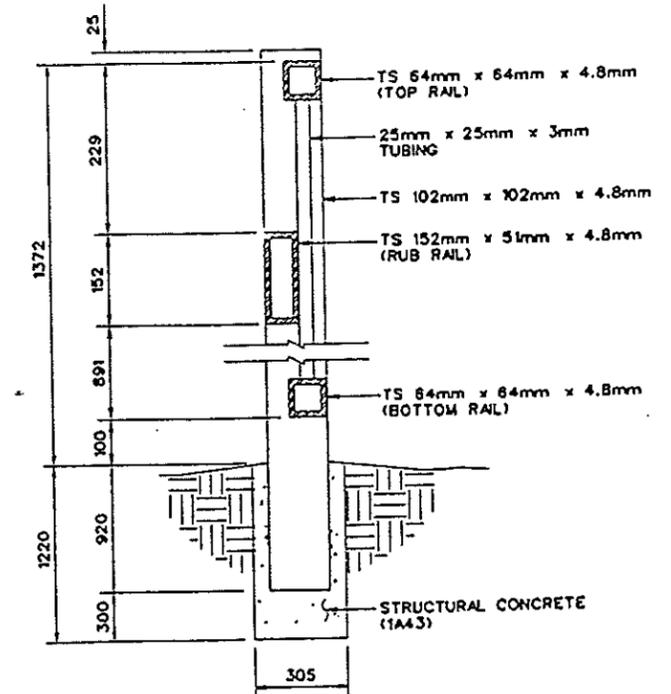
ANCHOR DETAIL



DEFLECTION ANGLE ON APPROACH
(SEE DECK LAYOUT)



RAILING SECTION ON BRIDGE



RAILING SECTION ON APPROACH TO BRIDGE

GENERAL NOTES:

1. ALL STRUCTURAL STEEL TUBING IN THE RAIL SHALL BE A500, GRADE B AND A513, GRADE 2.
2. MATERIAL FOR CLOSURE PLATES AND BASE PLATES SHALL CONFORM TO SPEC. 3306.
3. RAIL POSTS AND PICKETS SHALL BE PERPENDICULAR TO GRADE.
4. FOR RAIL COATING SEE THE SPECIAL PROVISIONS.
5. THE RAILING, BASE PLATES, AND PROTRUDING PORTIONS OF BOLTS, NUTS AND WASHERS SHALL BE PAINTED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
6. EXPANSION JOINTS SHALL BE PLACED IN HORIZONTAL RAILS AT EVERY OTHER PANEL.
7. THE LENGTH OF METAL RAILING FOR PAYMENT SHALL BE MEASURED BETWEEN THE CENTER OF THE RAIL END POSTS.
8. PROVIDE 6mm WEEPHOLES IN ALL HORIZONTAL RAILS NEAR EACH VERTICAL POST.
9. HARDWARE QUANTITIES INCLUDED IN PAYMENT FOR ORNAMENTAL METAL RAILING TYPE SPECIAL.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

[Signature]
Date: 8/27/97 Reg. No. 14576

STATE PROJECT NO.

141-090-05

BRIDGE NO.
27A43

DRAWN BY DATE

J. HOFFMAN 6-97

DESIGNED BY

L. ERICKSON 6-97

CHECKED BY

D. THOMAS 6-97

COMM. NO.
0972590

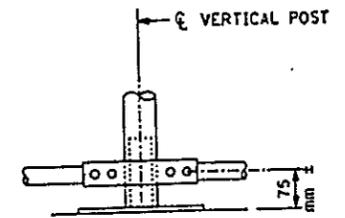
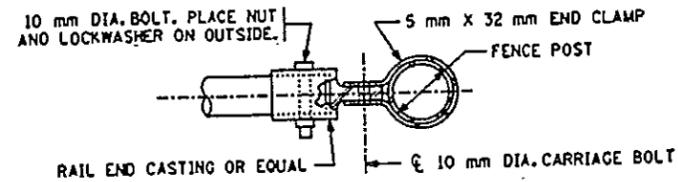
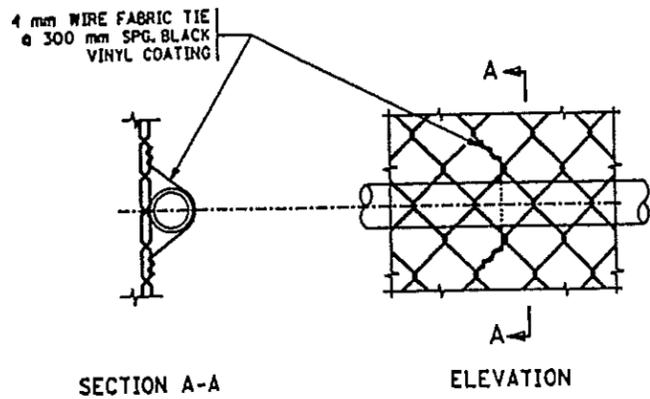
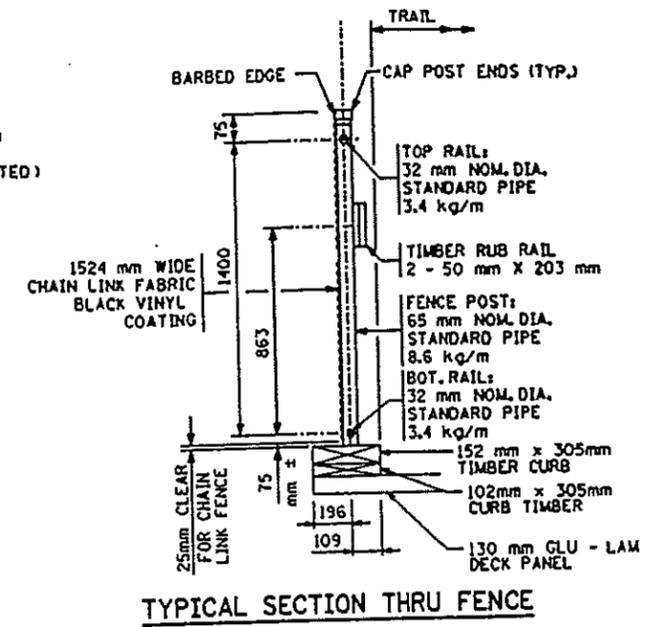
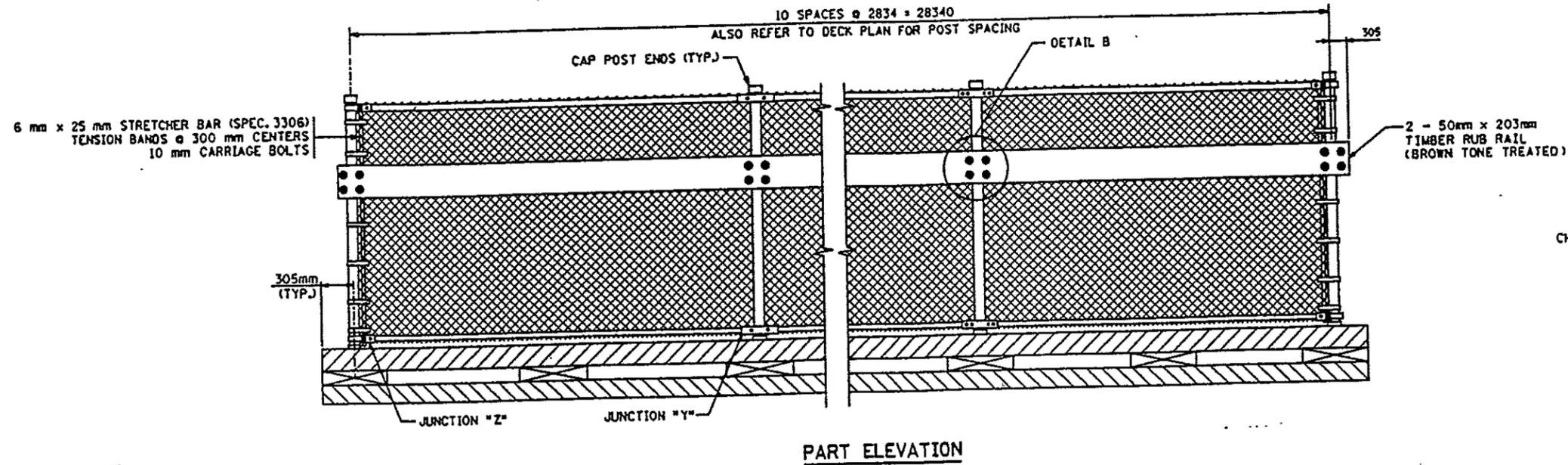
SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS

RAILING DETAILS (SHEET 5 OF 7)
KENILWORTH TRAIL

SHEET

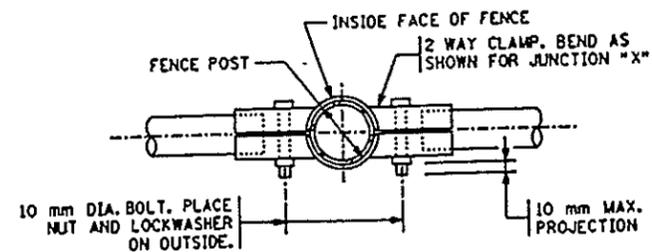
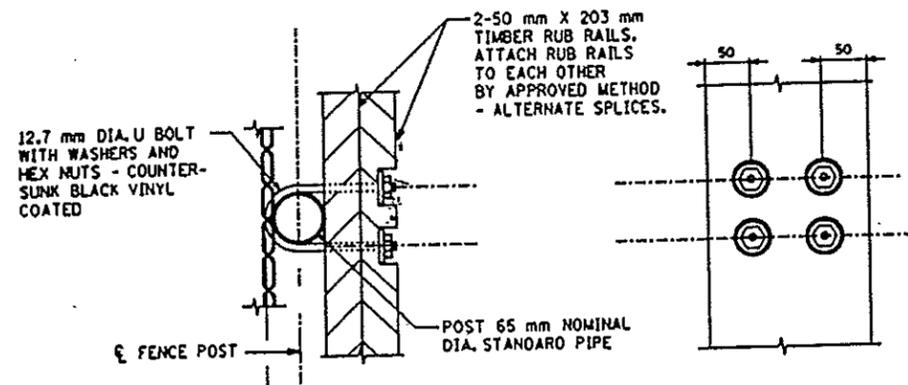
15
OF
57



FABRIC TIE

JUNCTION "Z"

DETAIL AT FENCE POST ANCHORAGE



DETAIL B

JUNCTION "Y"

GENERAL NOTES:

- FOR ANCHORAGES, SEE DETAIL B905M.
- FOR POST SPACING ALSO REFER TO DECK LAYOUT SHEET.
- CHAIN LINK FABRIC SHALL BE KNUCKLED SALVAGE TOP AND BOTTOM.
- MAXIMUM SPACING FOR 65 mm STANDARD PIPE POSTS = 3050 mm. POST SPACINGS OF 3050 mm ARE DESIRED FOR EFFICIENT USE OF STANDARD PIPE LENGTHS.
- FENCE POSTS AND ANCHORAGES SHALL BE SET VERTICAL, UNLESS OTHERWISE NOTED.
- TIMBER RUB RAIL PAID FOR SEPARATELY.
- SEE SPECIAL PROVISIONS FOR REQUIREMENTS NOT INCLUDED ON THIS SHEET, AND FOR BASIS OF PAYMENT.
- WIRE TIES MAY BE 4 mm GALVANIZED STEEL OR 5 mm MIN. ALUMINUM ALLOY CONFORMING TO ASTM B211, ALLOY 1100-H18. USE 3 mm GALVANIZED HOG RINGS FOR TENSION WIRE TIES.
- ALL FENCE FABRIC, PIPE, POSTS, FENCE POST ANCHORAGES, FITTINGS AND HARDWARE SHALL BE 100% BONDED BLACK VINYL COATED.

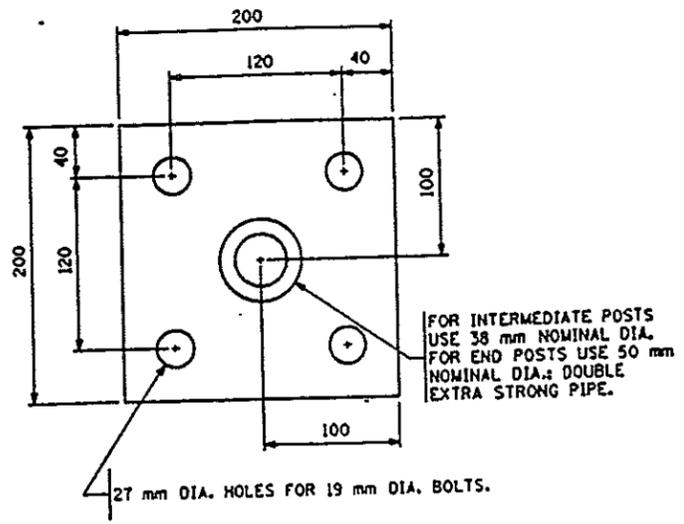
APPROVED: _____
STATE BRIDGE ENGINEER

S.P. 141-090-05

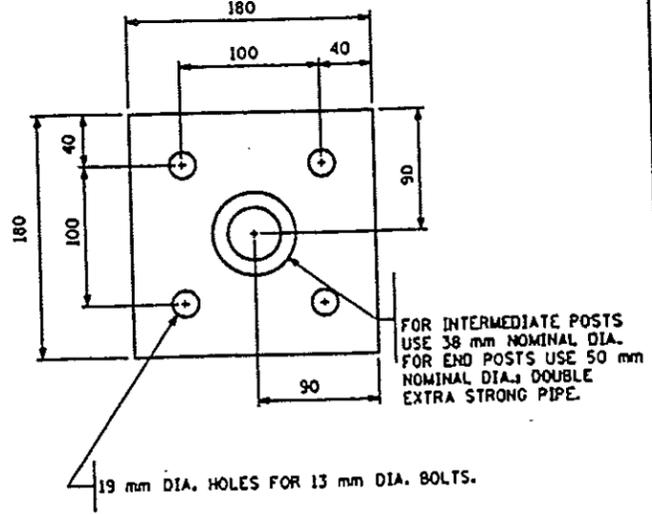
CERTIFIED BY: *[Signature]* TITLE: BRIDGE DETAILS (SHEET 6 OF 7)
REG. NO. 14546 August 1997 PROFESSIONAL ENGINEER
KENILWORTH TRAIL

DES: LAE	DR: JEH	APPROVED:	BRIDGE NO. 27A43
CHK: GS	CHK: GS		
SHEET NO. 16 OF 57 SHEETS			

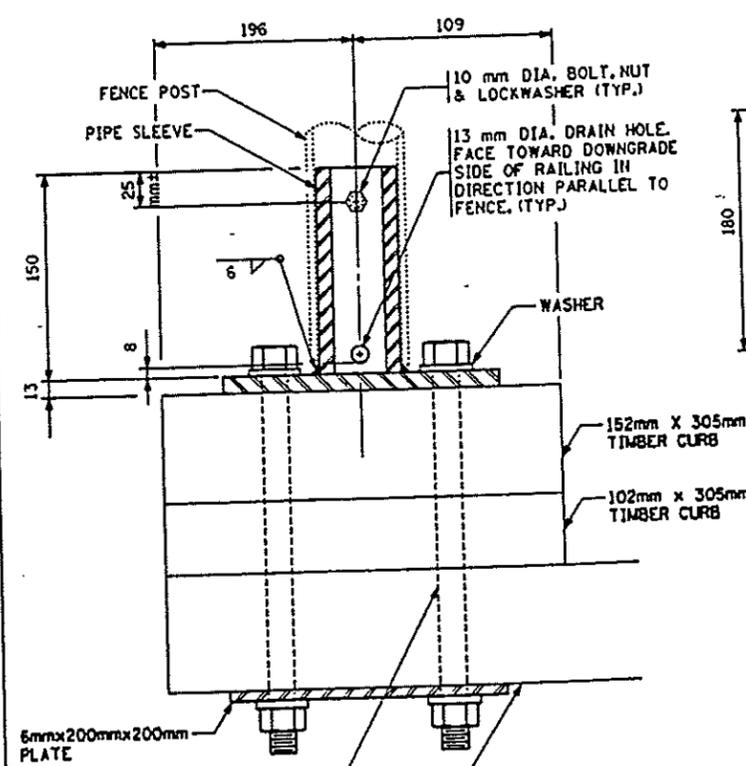
MODIFIED
FIG. 5-397.205M



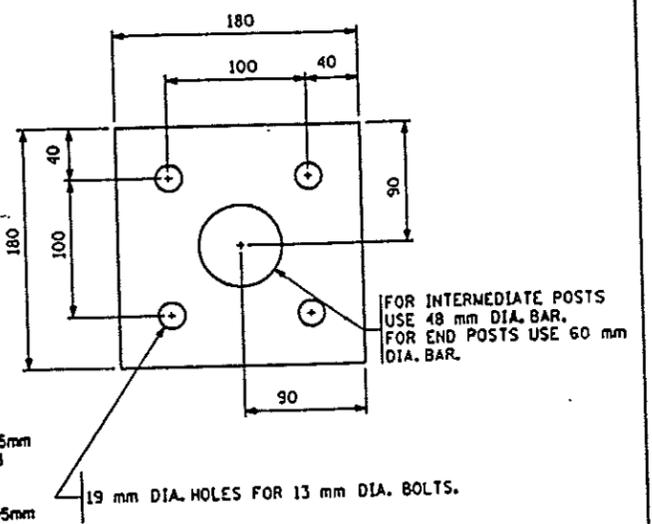
PLAN VIEW - TYPE A
ESTIMATED WEIGHT = 5.5 OR 6.1 kg



PLAN VIEW - TYPE B
ESTIMATED WEIGHT = 4.7 OR 5.3 kg



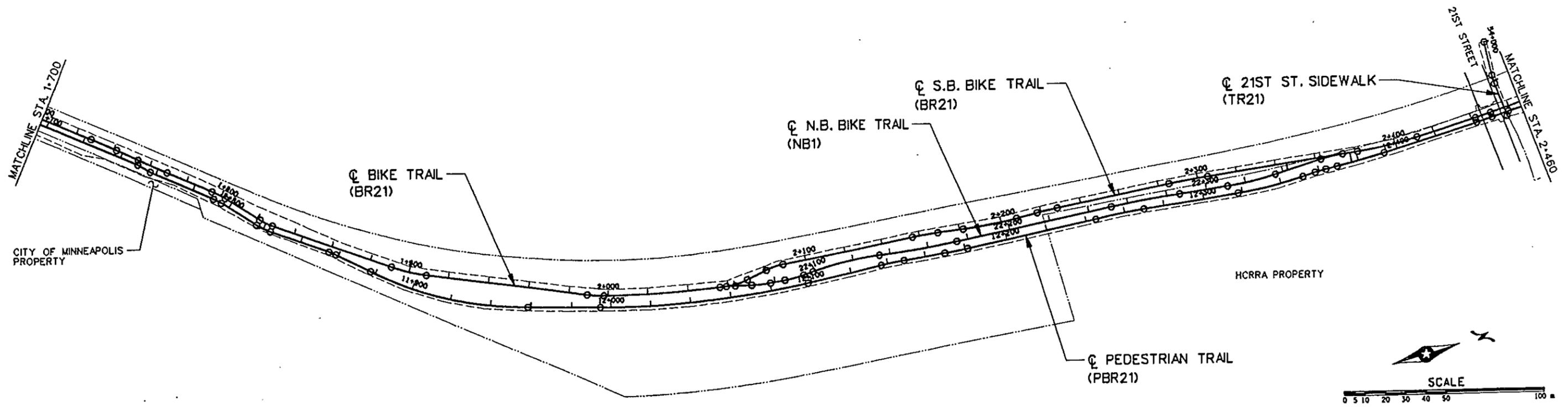
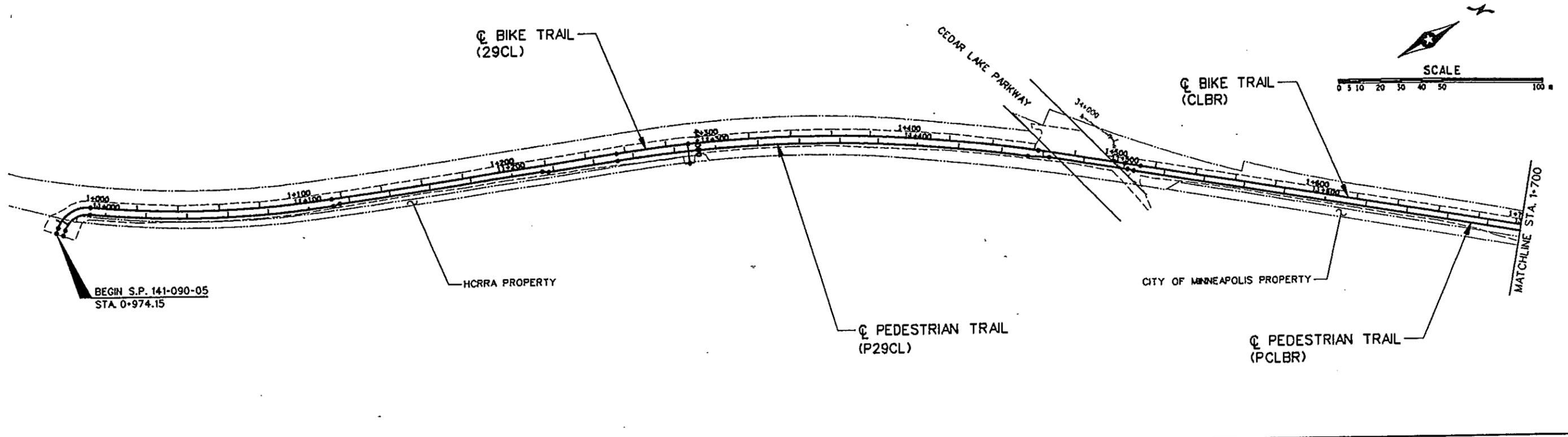
TYPICAL SECTION



PLAN VIEW - TYPE C
ESTIMATED WEIGHT = 5.4 OR 6.6 kg

NOTES:
 STRUCTURAL STEEL PER SPEC. 3306
 STRUCTURAL PIPE PER SPEC. 3362
 GALVANIZE THE FENCE POST ANCHORAGE AFTER FABRICATION PER SPEC. 3394. GALVANIZE THE FASTENERS PER SPEC. 3392.
 DOUBLE EXTRA STRONG PIPE WEIGHTS:
 38 mm NOMINAL DIA. = 9.56 kg/m
 50 mm NOMINAL DIA. = 13.44 kg/m
 HARDWARE QUANTITIES INCLUDED IN PAYMENT FOR WIRE FENCE DESIGN SPECIAL VINYL COATED.

APPROVED: _____	STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION	REVISION	DETAIL NO. B905M (MODIFIED)
STATE BRIDGE ENGINEER	FENCE POST ANCHORAGE		
CERTIFIED BY: <i>[Signature]</i>	TITLE: BRIDGE DETAILS (SHEET 1 OF 7) KENILWORTH TRAIL	DES: LAE CHK: DRT	DR: JEH CHK: LAE
REG. NO. 14546	PROFESSIONAL ENGINEER Aug 27 1997	APPROVED: _____	
S.P. 141-090-05		BRIDGE NO. 27A43	
		SHEET NO. 17 OF 57 SHEETS	



NO	DATE	BY	CHKD	APPR	REVISION



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. [Signature]
 Date: 10-23-97
 Reg. No. 23409

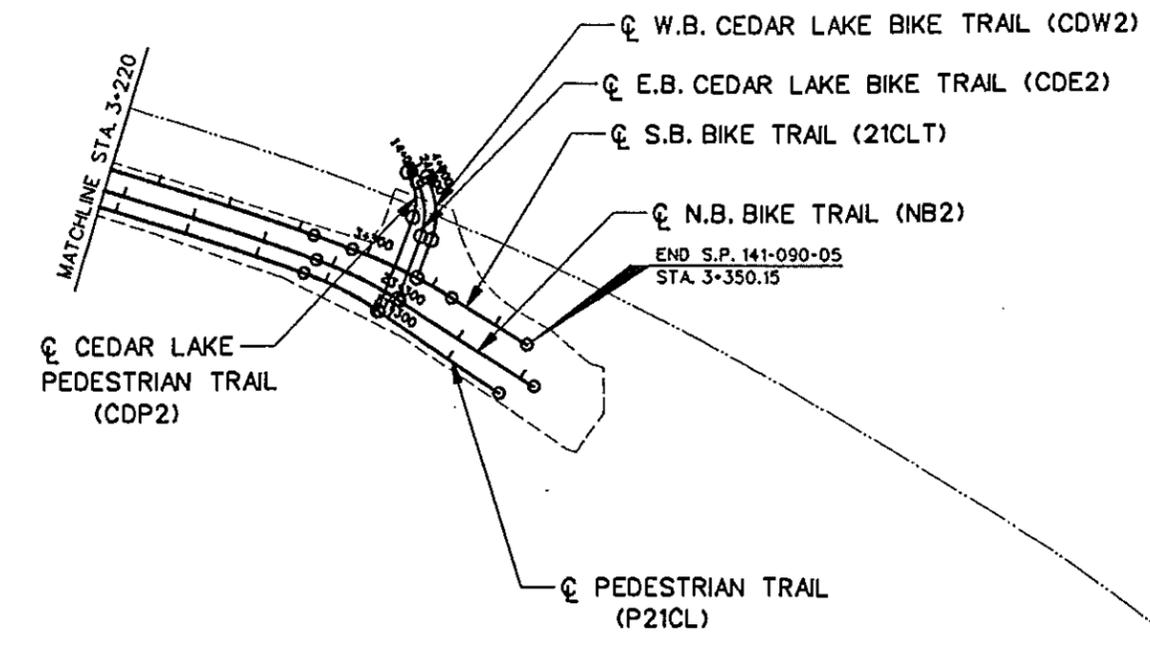
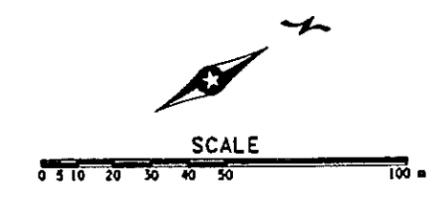
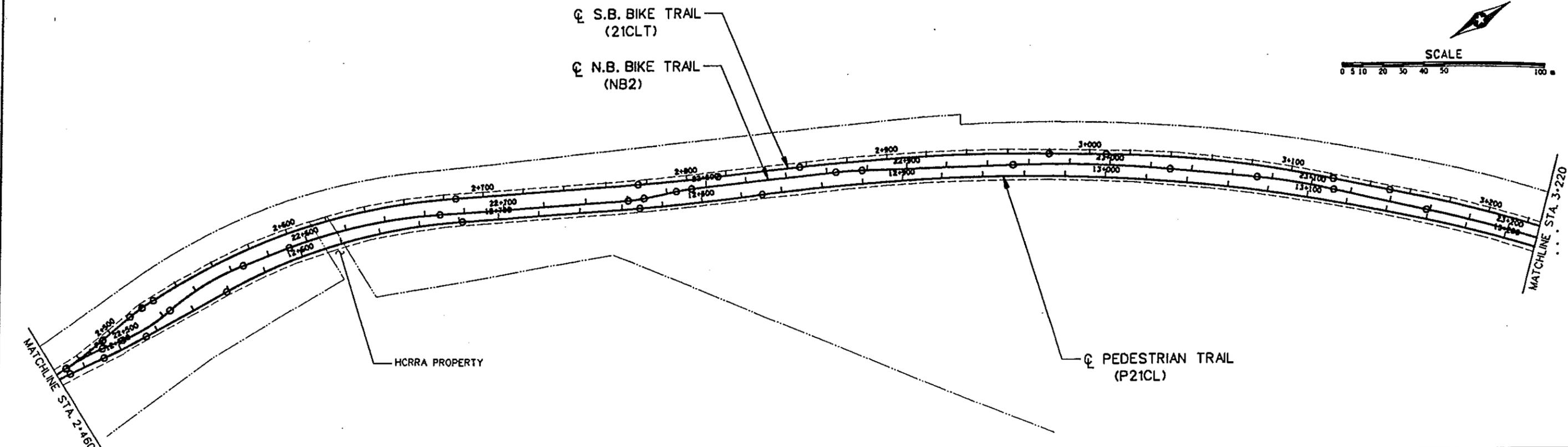
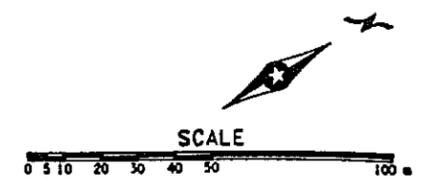
STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY DATE L. YODRASEK 7-97
 DESIGNED BY M. MCGARVEY 7-97
 CHECKED BY R. LEWIS 7-97
 CONAL. NO. 0972590



CITY OF MINNEAPOLIS
 ALIGNMENT PLAN
 KENILWORTH TRAIL
 STA. 0+974.15 TO STA. 2+460

SHEET 18 OF 57



1	8-31-98	MCI	SGB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION
NAME: AP3 589.PLN DATE: Sep. 2, 1998 TIME: 14:19:03					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Lewis
Date: 10-1-98
Reg. No. 23409

STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
L. VANDRASEK 7-97
DESIGNED BY
W. MCGARVEY 7-97
CHECKED BY
B. LEWIS 7-97
CONTR. NO.
0972590



CITY OF MINNEAPOLIS
ALIGNMENT PLAN
KENILWORTH TRAIL
STA. 2+460.00 TO STA. 3+350.15

SHEET
19
OF
57

METRIC ALIGNMENT TABULATION

METRIC ALIGNMENT TABULATION

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH	POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH	
			DELTA	RADIUS	TANGENT	LENGTH	X	Y					DELTA	RADIUS	TANGENT	LENGTH	X	Y		
1000	POT	0+974.146					157,249.3610	48,079.4480	N40°42'52.6"W	BR21-5	PI	2+064.752	20° 45' 53.3" LT	30.004	5.497	10.874	157,792.3012	49,003.1941	PI	
	PC	0+976.831					157,247.6100	48,081.4827			CC						157,761.8023	49,002.6589		
29CL-1	PI	0+988.664	76° 32' 26.4" RT	15.000	11.834	20.038	157,239.8909	48,090.4523	PI		PT	2+070.128					157,791.2158	49,008.5832	N11°23'16.0"W	
	CC						157,258.9795	48,091.2671			PC	2+080.232					157,789.2209	49,018.4877		
	PRC	0+996.869					157,246.8175	48,100.0470	N35°49'33.8"E	BR21-6	PI	2+084.597	16° 33' 23.7" RT	30.000	4.365	8.669	157,788.3590	49,022.7667	PI	
	PRC	0+996.869					157,246.8175	48,100.0470			CC						157,818.6303	49,024.4111		
29CL-2	PI	1+056.471	14° 09' 24.5" LT	479.988	59.602	118.597	157,281.7041	48,148.3721	PI		PT	2+088.901					157,788.7523	49,027.1138	N5°10'07.7"E	
	CC						156,857.6442	48,380.9969			PC	2+156.447					157,794.8375	49,094.3851		
	PT	1+115.466					157,303.7120	48,203.7621	N21°40'09.3"E	BR21-7	PI	2+163.089	3° 48' 15.5" RT	200.000	6.642	13.280	157,795.4359	49,101.0003	PI	
	PC	1+255.698					157,355.4925	48,334.0840			CC						157,994.0242	49,076.3670		
29CL-3	PI	1+359.601	17° 37' 49.0" RT	670.000	103.903	206.163	157,393.8584	48,430.6440	PI		PT	2+169.726					157,796.4719	49,107.5612	N8°58'23.2"E	
	CC						157,978.1441	48,086.6876			PC	2+181.990					157,798.3846	49,119.6746		
	PT	1+461.861					157,459.6677	48,511.0487	N39°17'58.4"E	BR21-8	PI	2+194.822	7° 20' 32.5" LT	200.000	12.832	25.630	157,800.3861	49,132.3499	PI	
1001	POT	1+504.689					157,486.7940	48,544.1910			CC						157,600.8323	49,150.8688		
	PC	1+504.690					157,486.7786	48,544.1725			PT	2+207.619					157,800.7513	49,145.1771	N1°37'50.7"E	
CLBR-1	PI	1+508.670	0° 22' 48.1" RT	1,200.000	3.980	7.959	157,489.2991	48,547.2523	PI		PC	2+217.999					157,801.0467	49,155.5530		
	CC						158,415.4324	47,784.1711			BR21-9	PI	2+223.110	2° 55' 39.4" RT	200.000	5.111	10.219	157,801.1921	49,160.6617	PI
	PT	1+512.649					157,491.8399	48,550.3152	N39°40'35.7"E		CC						158,000.9657	49,149.8614		
	PC	1+727.901					157,629.2681	48,715.9860			PT	2+228.219					157,801.5983	49,165.7563	N4°33'30.1"E	
CLBR-2	PI	1+734.749	1° 34' 09.9" RT	500.000	6.848	13.696	157,633.6405	48,721.2568	PI		PC	2+285.535					157,806.1535	49,222.8910		
	CC						158,014.0983	48,396.7592			BR21-10	PI	2+295.305	2° 47' 54.3" RT	400.000	9.770	19.537	157,806.9300	49,232.6304	PI
	PT	1+741.597					157,638.1555	48,726.4060	N41°14'45.7"E		CC						158,204.8882	49,191.1012		
	PC	1+753.424					157,645.9532	48,735.2988			PT	2+305.071					157,808.1810	49,242.3202	N7°21'24.4"E	
CLBR-3	PI	1+761.494	1° 50' 57.2" LT	500.000	8.069	16.137	157,651.2733	48,741.3661	PI		PC	2+381.273					157,817.9385	49,317.8946		
	CC						157,270.0104	49,064.9456			BR21-11	PI	2+396.397	8° 38' 56.5" LT	200.000	15.124	30.191	157,819.8751	49,332.8942	PI
	PT	1+769.562					157,656.3949	48,747.6019	N39°23'48.5"E		CC						157,619.5849	49,343.5041		
	PC	1+793.721					157,671.7286	48,766.2716			PT	2+411.464					157,819.5340	49,348.0145	N1°17'32.1"W	
CLBR-4	PI	1+797.439	9° 26' 50.1" RT	45.000	3.718	7.420	157,674.0886	48,769.1450	PI		PC	2+442.286					157,818.8389	49,378.8292		
	CC						157,706.5032	48,737.7106			BR21-12	PI	2+446.359	1° 33' 19.5" LT	300.000	4.072	8.144	157,818.7470	49,382.9004	PI
	PT	1+801.141					157,676.8882	48,771.5921	N48°50'38.5"E		CC						157,818.7470	49,382.9004		
1200	POT	1+801.141					157,676.8860	48,771.5900	N48°50'28.0"E		PT	2+450.430					157,818.5447	49,386.9677	N2°50'51.5"W	
	PC	1+821.471					157,692.1924	48,784.9704			BR21-13	PI	2+471.681				157,817.4890	49,408.1920		
BR21-1	PI	1+824.945	13° 12' 42.4" LT	30.000	3.474	6.918	157,694.8081	48,787.2569	PI		CC						157,817.4892	49,408.1939		
	CC						157,672.4479	48,807.5570			PC	2+471.681					157,817.4892	49,408.1939		
	PT	1+828.389					157,696.8320	48,790.0808	N35°37'45.6"E		BR21-14	PI	2+483.315	6° 39' 29.9" LT	200.000	11.634	23.242	157,816.9106	49,419.8136	PI
	PC	1+890.732					157,733.1493	48,840.7534			CC						157,617.7366	49,398.2480		
BR21-2	PI	1+899.792	11° 29' 51.0" LT	90.000	9.061	18.060	157,738.4274	48,848.1178	PI		PT	2+494.923					157,814.9887	49,431.2878	N9°30'31.6"W	
	CC						157,659.9970	48,893.1819			PC	2+512.573					157,812.0730	49,448.6951		
	PT	1+908.792					157,742.1317	48,856.3865	N24°07'54.6"E		BR21-15	PI	2+516.293	7° 05' 43.6" RT	60.000	3.720	7.430	157,811.4584	49,452.3639	PI
	PC	1+989.111					157,774.9693	48,929.6866			CC						157,871.2486	49,458.6071		
BR21-3	PI	1+993.390	8° 09' 27.4" LT	60.000	4.279	8.543	157,776.7185	48,933.5912	PI		PT	2+520.003					157,811.3018	49,456.0806	N2°24'48.0"W	
	CC						157,720.2128	48,954.2168			PC	2+526.541					157,811.0265	49,462.6129		
	PCC	1+997.654					157,777.8960	48,937.7045	N15°58'27.2"E		BR21-16	PI	2+608.132	29° 57' 11.3" RT	305.000	81.591	159.448	157,807.5909	49,544.1313	PI
	PCC	1+997.654					157,777.8960	48,937.7045			CC						158,115.7560	49,475.4559		
BR21-4	PI	2+028.488	6° 35' 49.9" LT	534.991	30.834	61.600	157,786.3817	48,967.3481	PI		PT	2+685.989					157,845.3156	49,616.4771	N27°32'23.3"E	
	CC						157,263.5632	49,084.9367			PC	2+775.639					157,886.7662	49,695.9682		
	PCC	2+059.254					157,791.4055	48,997.7703	N9°22'37.3"E											
	PCC	2+059.254					157,791.4055	48,997.7703												

		I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Kelly</i> Date: 10-23-97 Reg. No. 23409		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY DATE: V. VORBRASEK 7-97 DESIGNED BY: R. LEWIS 7-97 CHECKED BY: R. WARNER 7-97 COMM. NO. 0972590		SRF CONSULTING GROUP, INC.		CITY OF MINNEAPOLIS ALIGNMENT TABULATION KENILWORTH TRAIL		SHEET 20 OF 57	
NO	DATE	BY	CHKD	APPR	REVISION	NAME: AT1 589.PLN DATE: Aug. 19, 1997 TIME: 11:13:13							

METRIC ALIGNMENT TABULATION

METRIC ALIGNMENT TABULATION

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH	POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y					DELTA	RADIUS	TANGENT	LENGTH	X	Y	
21CLT-4	PI	2+795.766	2° 31' 13.0" LT	915.000	20.127	40.248	157,896.0724	49,713.8149	PI			12+269.919					157,814.7123	49,207.3426	N7°16'58.2"E
	CC						157,075.4450	50,119.0319				12+317.917					157,820.7969	49,254.9535	
	PT	2+815.887					157,904.5848	49,732.0536	N25°01'10.3"E	PBR21-9	PI	12+334.764	9° 37' 48.0" LT	200.000	16.847	33.615	157,822.9326	49,271.6647	PI
	PC	2+856.632					157,921.8170	49,768.9753									157,822.4104	49,280.3070	
21CLT-5	PI	2+918.330	7° 42' 54.8" RT	915.000	61.698	123.210	157,947.9109	49,824.8841	PI			12+351.532					157,822.2426	49,288.4978	N2°20'49.8"W
	CC						158,750.9568	49,381.9971				12+358.060					157,821.9753	49,295.0207	
	PT	2+979.842					157,981.2743	49,876.7837	N32°44'05.1"E	PBR21-10	PI	12+360.775	4° 26' 33.1" RT	70.000	2.715	5.428	157,821.8641	49,297.7335	PI
	PC	3+008.177					157,996.5963	49,900.6184				12+363.488					157,891.9165	49,297.8875	
21CLT-6	PI	3+065.028	10° 38' 56.8" RT	610.000	56.852	113.376	158,027.3389	49,948.4411	PI			12+369.326					157,821.9633	49,300.4469	N2°05'43.3"E
	CC						158,509.7180	49,570.7606				12+381.315	3° 26' 01.1" LT	400.000	11.989	23.971	157,822.1768	49,306.2808	
	PT	3+121.553					158,066.3894	49,989.7591	N43°23'01.9"E	PBR21-11	PI						157,822.6151	49,318.2620	PI
	PC	3+149.891					158,085.8543	50,010.3543				12+393.297					157,822.4442	49,320.9060	
21CLT-7	PI	3+217.280	8° 25' 27.8" RT	915.000	67.389	134.536	158,132.1428	50,059.3306	PI			12+393.297					157,822.3351	49,330.2480	N1°20'17.7"W
	CC						158,750.8471	49,381.8565				12+393.301	0° 02' 45.0" RT	10.132	0.004	0.008	157,822.3351	49,330.2480	
	PT	3+284.426					158,185.1070	50,100.9970	N51°48'29.7"E	PBR21-12	PI						157,822.3350	49,330.2520	PI
	PC	3+295.615					158,193.9006	50,107.9148				12+393.305					157,832.4643	49,330.4846	
21CLT-8	PI	3+310.966	11° 41' 11.9" RT	150.000	15.351	30.596	158,205.9657	50,117.4063	PI			12+441.958					157,821.2376	49,378.8968	N1°17'32.7"W
	CC						158,286.6449	49,990.0229				12+446.068	1° 33' 25.9" LT	302.400	4.110	8.219	157,821.1449	49,383.0054	PI
	PT	3+326.210					158,219.7032	50,124.2571	N63°29'41.6"E	PBR21-13	PI						157,518.9145	49,372.0762	
1300	POT	3+350.155					158,241.1310	50,134.9430				12+450.177					157,820.9406	49,387.1099	N2°50'58.6"W
	PC	11+791.240					157,675.5332	48,765.9662				12+459.036					157,820.5001	49,395.9586	
PBR21-1	PI	11+793.402	9° 09' 26.1" RT	27.000	2.162	4.315	157,676.9139	48,767.6302	PI			12+465.462	9° 11' 04.0" RT	80.000	6.426	12.824	157,820.1807	49,402.3764	PI
	CC						157,696.3116	48,748.7251				12+471.860					157,900.4012	49,399.9358	
	PT	11+795.555					157,678.5419	48,769.0533	N48°50'30.7"E			12+471.860					157,820.8897	49,408.7628	N6°20'05.3"E
	PC	11+816.308					157,694.1663	48,782.7112				12+490.527					157,820.8900	49,408.7640	N6°19'44.4"E
PBR21-2	PI	11+820.129	13° 12' 43.8" LT	33.000	3.822	7.610	157,697.0437	48,785.2265	PI			12+502.152	4° 26' 17.5" LT	300.000	11.625	23.238	157,824.2293	49,438.8714	PI
	CC						157,672.4477	48,807.5568				12+513.765					157,524.7762	49,460.3884	
	PT	11+823.917					157,699.2700	48,788.3329	N35°37'46.9"E	P21CL-1	PI						157,824.6129	49,450.4900	N1°53'26.9"E
	PC	11+855.029					157,717.3941	48,813.6205				12+558.594					157,826.0920	49,495.2943	
PBR21-3	PI	11+856.885	7° 04' 48.7" RT	30.000	1.856	3.707	157,718.4753	48,815.1291	PI			12+621.196	25° 38' 55.6" RT	275.000	62.602	123.105	157,828.1575	49,557.8618	PI
	CC						157,741.7781	48,796.1442				12+681.699					158,100.9422	49,486.2207	
	PT	11+858.736					157,719.7341	48,816.4928	N42°42'35.7"E	P21CL-2	PI						157,857.1021	49,613.3701	N27°32'22.5"E
	PC	11+877.625					157,732.5461	48,830.3722				12+768.705					157,897.3301	49,690.5172	
PBR21-4	PI	11+918.767	25° 44' 58.7" LT	180.000	41.142	80.895	157,760.4524	48,860.6035	PI			12+799.671	3° 50' 05.3" LT	925.000	30.967	61.910	157,911.6478	49,717.9750	PI
	CC						157,600.2826	48,952.4638				12+830.615					157,077.1403	50,118.2015	
	PT	11+958.520					157,772.4539	48,899.9563	N16°57'36.9"E	P21CL-3	PI						157,924.0971	49,746.3289	N23°42'17.3"E
	PC	11+994.467					157,782.9399	48,934.3397				12+830.615					157,924.0971	49,746.3289	
PBR21-5	PI	12+046.561	13° 30' 15.2" LT	440.000	52.094	103.705	157,798.1361	48,984.1679	PI			13+056.691	28° 03' 05.1" RT	905.012	226.076	443.085	158,014.9853	49,953.3309	PI
	CC						157,362.0767	49,062.6914				13+273.700					158,152.7523	49,382.4920	
	PT	12+098.172					157,801.2765	49,036.1670	N3°27'21.7"E	P21CL-4	PI						158,192.5420	50,093.2741	N51°45'22.4"E
	PC	12+136.684					157,803.5981	49,074.6094				13+273.700					158,192.5420	50,093.2741	
PBR21-6	PI	12+142.881	3° 32' 58.3" RT	200.000	6.197	12.390	157,803.9717	49,080.7952	PI			13+285.455	14° 06' 42.0" RT	94.977	11.756	23.392	158,201.7747	50,100.5509	PI
	CC						158,003.2344	49,062.5528				13+297.092					158,251.3334	50,018.6810	
	PT	12+149.074					157,804.7275	49,086.9460	N7°00'20.1"E	P21CL-5	PI						158,212.5029	50,105.3571	N65°52'04.4"E
	PC	12+170.151					157,807.2981	49,107.8649				13+336.706					158,248.6550	50,121.5530	
PBR21-7	PI	12+175.729	3° 11' 43.4" LT	200.000	5.578	11.154	157,807.9785	49,113.4017	PI										
	CC						157,608.7913	49,132.2581											
	PT	12+181.305					157,808.3492	49,118.9678	N3°48'36.7"E										
	PC	12+245.045					157,812.5850	49,182.5669											
PBR21-8	PI	12+257.489	4° 45' 02.1" RT	300.000	12.444	24.874	157,813.1348	49,194.9989	PI										
	CC						158,112.2921	49,169.3124											

		I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Juleff</i> Date: 10-23-97		STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX		DRAWN BY DATE: L. VANDRASEK 7-97 DESIGNED BY: R. LEWIS 7-97 CHECKED BY: B. WARNER 7-97 COMM. NO. 0972590		CITY OF MINNEAPOLIS ALIGNMENT TABULATION KENILWORTH TRAIL		SHEET 21 OF 56	
NO	DATE	BY	CHK	APPR	REVISION						
NAME: AT2 589.PLN DATE: Sep. 23, 1997 TIME: 14:27:22											

METRIC ALIGNMENT TABULATION

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y	
NB1-1	PI	22+056.860	4° 23' 40.0" RT	100.000	3.837	7.670	157,791.5001	48,998.2598	PI
	CC						157,889.4115	48,977.5701	
	PT	22+060.693					157,792.4366	49,001.9805	N14°07'44.0"E
	PC	22+068.791					157,794.4134	49,009.8335	
NB1-2	PI	22+073.290	8° 34' 34.9" LT	60.000	4.499	8.981	157,795.5116	49,014.1964	PI
	CC						157,736.2284	49,024.4797	
	PT	22+077.772					157,795.9469	49,018.6742	N5°33'09.1"E
	PC	22+084.901					157,796.6367	49,025.7702	
NB1-3	PI	22+089.667	9° 04' 55.1" LT	60.000	4.765	9.511	157,797.0978	49,030.5132	PI
	CC						157,736.9183	49,031.5757	
	PT	22+094.412					157,796.8045	49,035.2694	N3°31'46.0"W
	PC	22+099.213					157,796.5089	49,040.0618	
NB1-4	PI	22+116.878	13° 25' 58.9" RT	150.000	17.665	35.168	157,795.4214	49,057.6931	PI
	CC						157,946.2244	49,049.2961	
	PRC	22+134.381					157,798.4596	49,075.0947	N9°54'12.9"E
	PRC	22+134.381					157,798.4596	49,075.0947	
NB1-5	PI	22+154.527	5° 46' 00.5" LT	399.983	20.146	40.258	157,801.9245	49,094.9406	PI
	CC						157,404.4368	49,143.8880	
	PT	22+174.639					157,803.3778	49,115.0342	N4°08'12.4"E
	PC	22+251.814					157,808.9450	49,192.0084	
NB1-6	PI	22+269.156	3° 36' 43.1" RT	550.000	17.342	34.672	157,810.1960	49,209.3052	PI
	CC						158,357.5121	49,152.3328	
	PT	22+286.487					157,812.5342	49,226.4888	N7°44'55.5"E
	PC	22+311.121					157,815.8556	49,250.8975	
NB1-7	PI	22+323.535	9° 27' 43.9" LT	150.000	12.414	24.772	157,817.5294	49,263.1984	PI
	CC						157,667.2252	49,271.1219	
	PT	22+335.893					157,817.1582	49,275.6071	N1°42'48.5"W
	PC	22+359.781					157,816.4439	49,299.4845	
NB1-8	PI	22+365.332	9° 04' 07.1" RT	70.000	5.551	11.079	157,816.2779	49,305.0334	PI
	CC						157,886.4126	49,301.5776	
	PT	22+370.860					157,816.9886	49,310.5390	N7°21'18.6"E
	PC	22+465.438					157,817.4686	49,408.5982	
NB2-1	PI	22+475.669	11° 41' 00.9" RT	100.000	10.231	20.392	157,816.9390	49,418.8158	PI
	CC						157,917.3346	49,413.7749	
	PT	22+485.830					157,818.4895	49,428.9290	N8°42'58.4"E
	PC	22+496.614					157,820.1237	49,439.5884	
NB2-2	PI	22+510.515	19° 42' 52.6" LT	80.000	13.901	27.527	157,822.2302	49,453.3287	PI
	CC						157,741.0476	49,451.7117	
	PRC	22+524.141					157,819.5782	49,466.9742	N10°59'54.2"W
	PRC	22+524.141					157,819.5782	49,466.9742	
NB2-3	PI	22+545.431	20° 58' 45.2" RT	114.990	21.290	42.104	157,815.5164	49,487.8737	PI
	CC						157,932.4558	49,488.9121	
	PT	22+566.245					157,819.2064	49,508.8419	N9°58'50.9"E
	PC	22+590.789					157,823.4604	49,533.0147	
NB2-4	PI	22+629.476	17° 35' 36.7" RT	250.000	38.688	76.766	157,830.1656	49,571.1168	PI
	CC						158,069.6768	49,489.6851	
	PT	22+667.555					157,848.0741	49,605.4099	N27°34'27.6"E
	PC	22+760.295					157,891.0035	49,687.6158	
NB2-5	PI	22+764.231	7° 30' 20.4" LT	60.000	3.936	7.860	157,892.8252	49,691.1043	PI

METRIC ALIGNMENT TABULATION

POINT NO.	POINT	STATION	CURVE DATA				COORDINATES		AZIMUTH
			DELTA	RADIUS	TANGENT	LENGTH	X	Y	
	CC						157,837.8188	49,715.3897	
	PT	22+768.155					157,894.1757	49,694.8009	N20°04'07.3"E
	PC	22+784.564					157,899.8063	49,710.2132	
NB2-6	PI	22+788.455	4° 57' 06.2" RT	90.000	3.891	7.778	157,901.1416	49,713.8684	PI
	CC						157,984.3416	49,679.3301	
	PT	22+792.342					157,902.7875	49,717.3947	N25°01'13.4"E
	PC	22+864.358					157,933.2460	49,782.6526	
NB2-7	PI	22+870.895	4° 59' 27.0" RT	150.000	6.537	13.066	157,936.0109	49,788.5763	PI
	CC						158,069.1696	49,719.2115	
	PT	22+877.424					157,939.2805	49,794.2370	N30°00'40.5"E
	PC	22+952.303					157,976.7326	49,859.0765	
NB2-8	PI	22+990.971	7° 15' 15.3" RT	610.000	38.668	77.232	157,996.0731	49,892.5600	PI
	CC						158,504.9482	49,553.9729	
	PT	23+029.535					158,019.4868	49,923.3333	N37°15'55.7"E
	PC	23+072.459					158,045.4779	49,957.4942	
NB2-9	PI	23+092.067	7° 21' 23.9" RT	305.000	19.608	39.161	158,057.3504	49,973.0987	PI
	CC						158,288.2086	49,772.8140	
	PT	23+111.621					158,071.1233	49,987.0544	N44°37'19.6"E
	PC	23+158.260					158,103.8838	50,020.2499	
NB2-10	PI	23+215.499	7° 11' 54.1" RT	910.000	57.239	114.328	158,144.0903	50,060.9903	PI
	CC						158,751.5808	49,381.0405	
	PT	23+272.588					158,189.0849	50,096.3715	N51°49'13.7"E
	PC	23+275.333					158,191.2431	50,098.0686	
NB2-11	PI	23+288.228	12° 15' 59.0" RT	120.000	12.895	25.691	158,201.3793	50,106.0391	PI
	CC						158,265.4184	50,003.7392	
	PT	23+301.024					158,212.9774	50,111.6742	N64°05'12.7"E
	PC	23+344.373					158,251.9680	50,130.6180	
3500	POT								
4600	POT								
	PC								
TEMP-1	PI								
	CC								
	PT								
	PC								
TEMP-2	PI								
	CC								
	PT								
	PC								
TEMP-3	PI								
	CC								
	PT								
	PC								
TEMP-4	PI								
	CC								
	PT								
	PC								
TEMP-5	PI								
	CC								
	PT								
	PC								
4601	POT								

T	6-31-98	MCI	SGR	DJU	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHK	APPR	REVISION
NAME: ATJ 589.PLN DATE: Sept. 2, 1998					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

[Signature]
Date: 10-1-98 Reg No: 23409

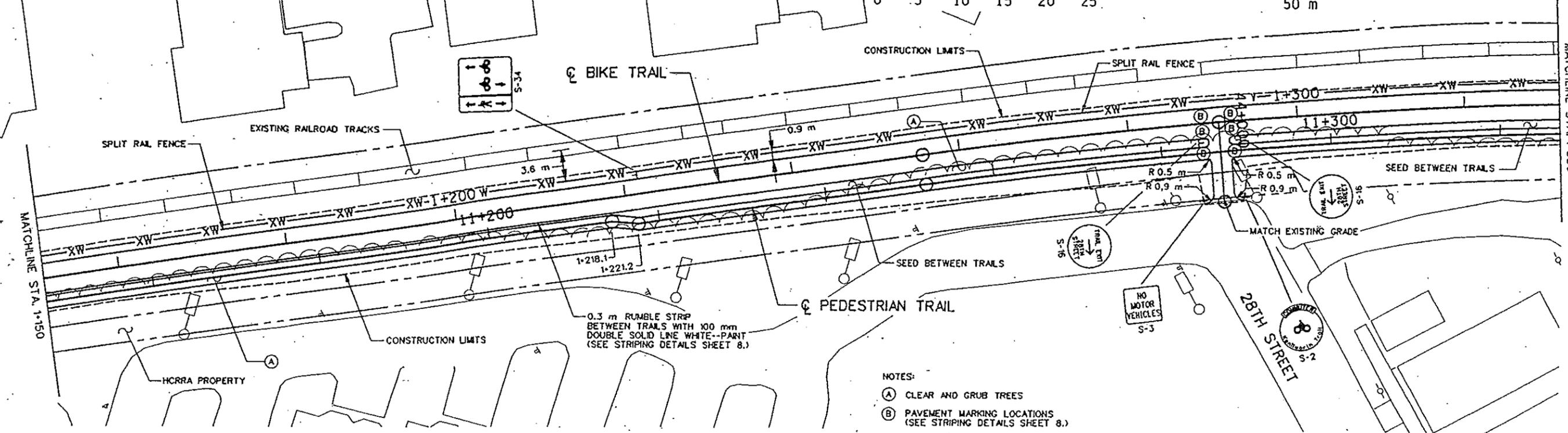
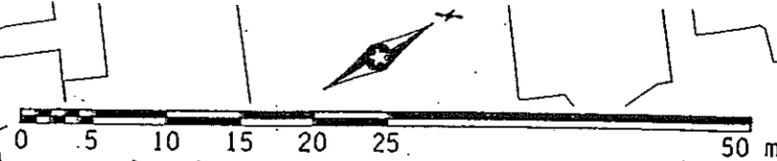
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY DATE L. Vondrasek 7-97
DESIGNED BY R. LEWIS 7-97
CHECKED BY B. WARNER 7-97
COMM. NO. 0972590

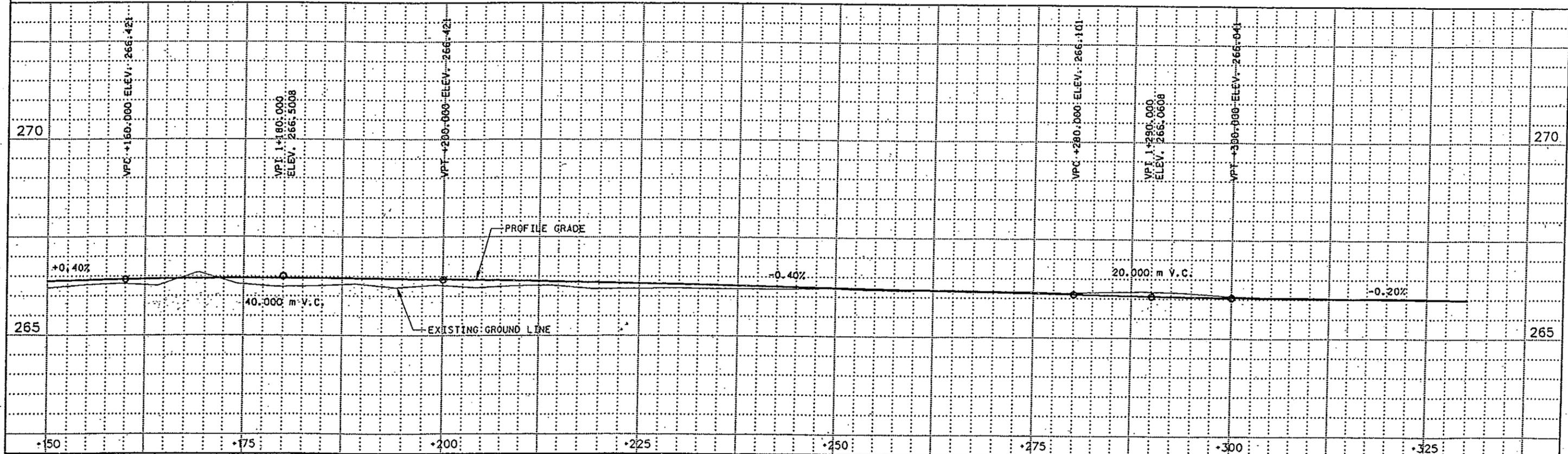


CITY OF MINNEAPOLIS
ALIGNMENT TABULATION
KENILWORTH TRAIL

SHEET 22 OF 56



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE STRIPING DETAILS SHEET 8.)



NO	DATE	BY	CRD	APPR	REVISION

NAME: CP2 589.PLN DATE: Oct. 24, 1997 TIME: 10:59:43



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Sully
Date 10-23-97 Reg. No. 23409

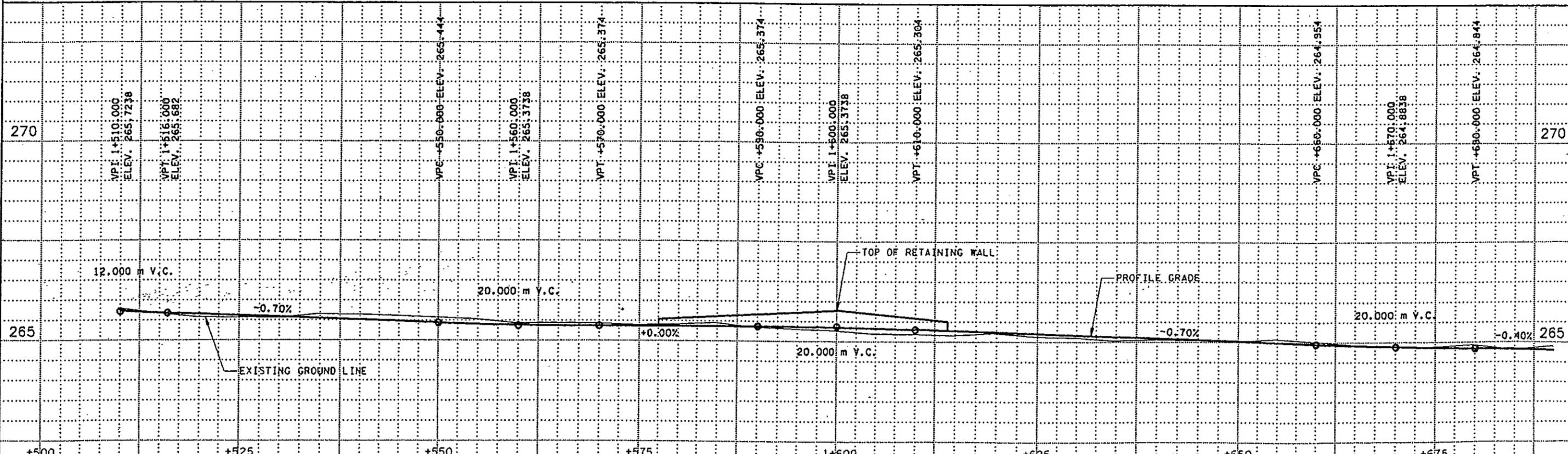
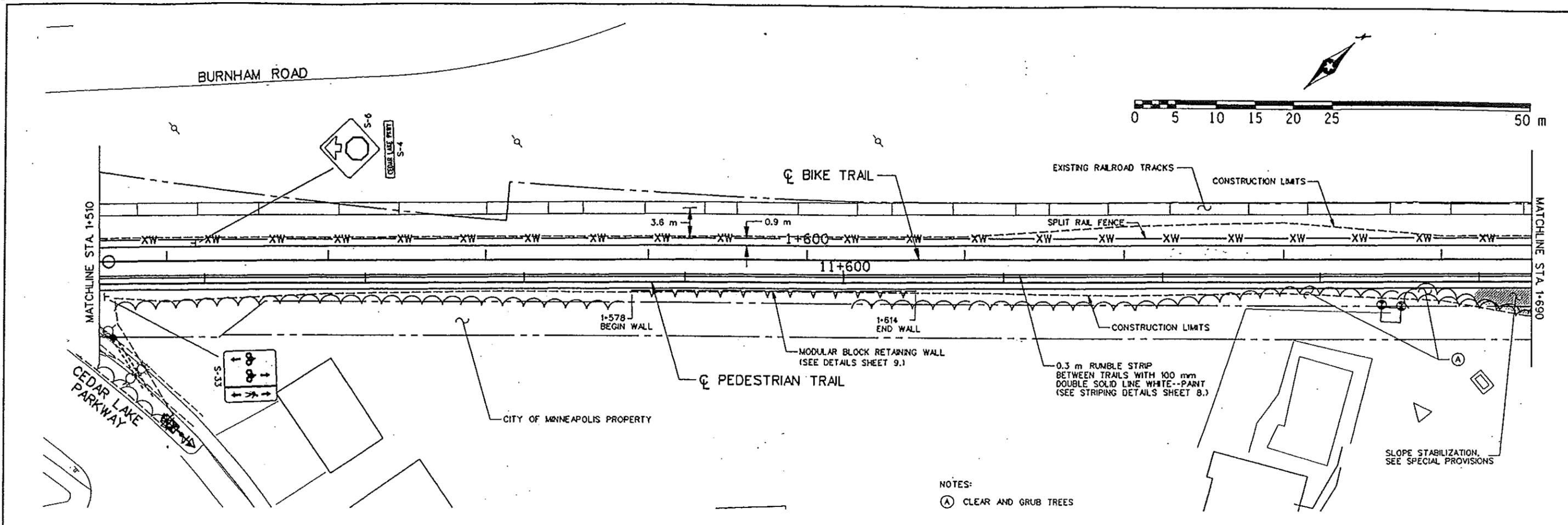
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 8-97
COMM. NO.
0972590

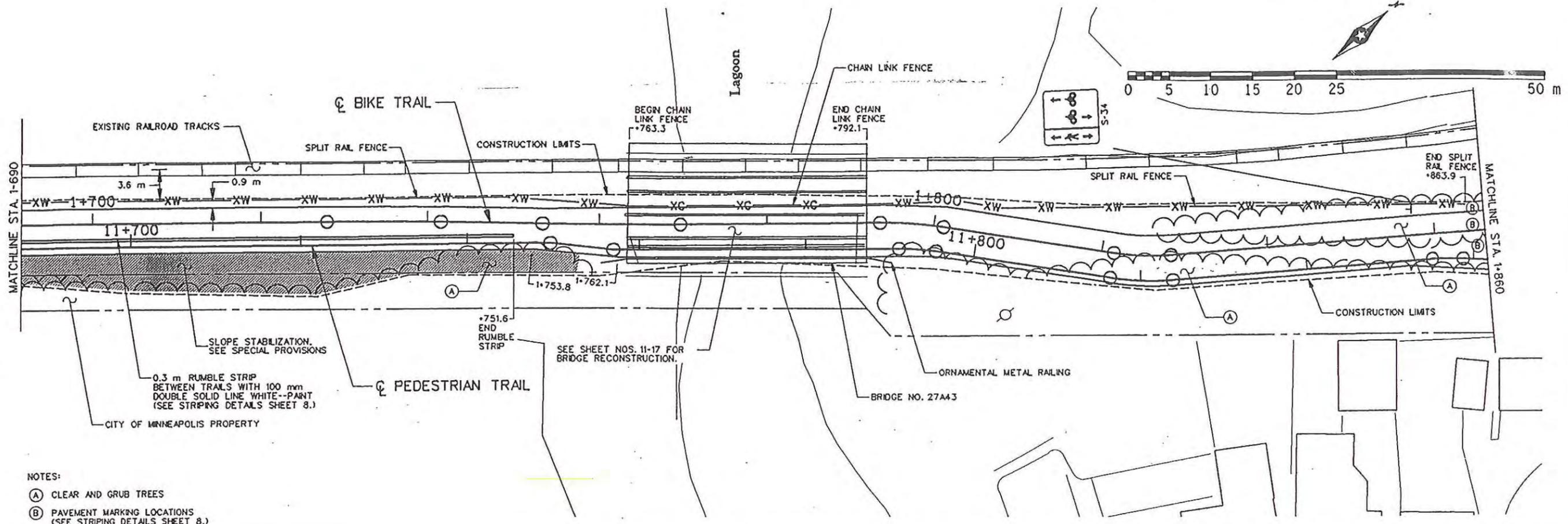


CITY OF MINNEAPOLIS
PLAN AND PROFILE
KENILWORTH TRAIL
STA. 1+150 TO STA. 1+330

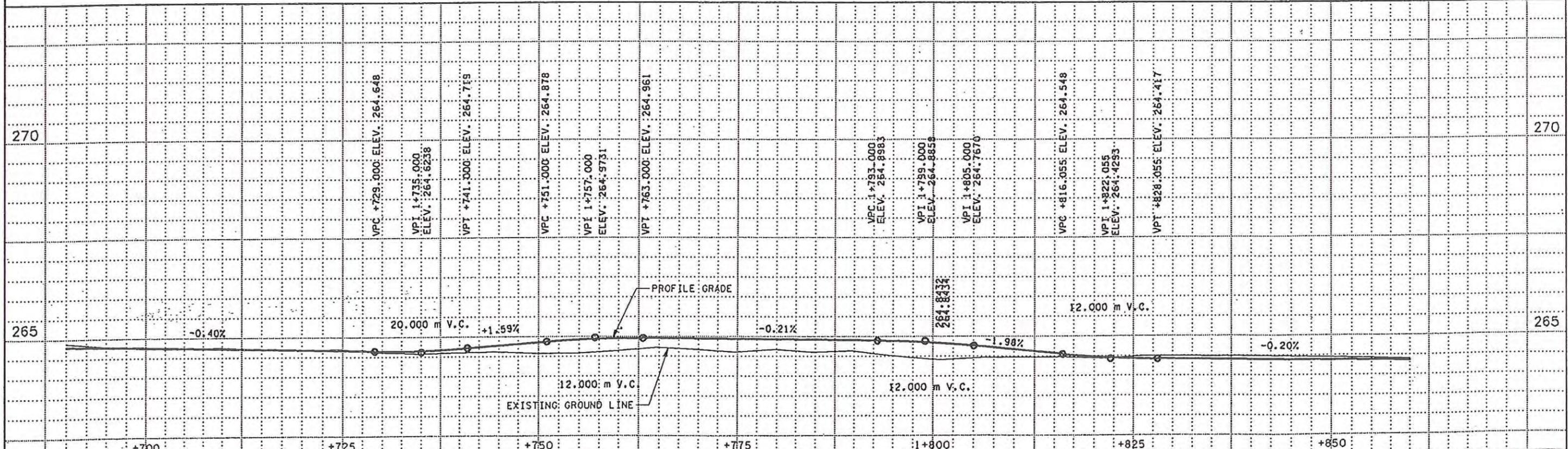
SHEET 25
OF 57



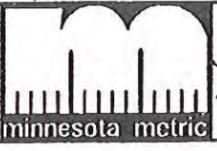
1		2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW		I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>David J. Smith</i> Date 10-23-97 No. 23404	STATE PROJECT NO. 141-090-05	CITY PROJECT NO. XXX	DRAWN BY DATE M. MCGARVEY 6-97 DESIGNED BY M. MCGARVEY 6-97 CHECKED BY R. LEWIS 8-97 COMM. NO. 0972590	CITY OF MINNEAPOLIS PLAN AND PROFILE KENILWORTH TRAIL STA. 1+510 TO STA. 1+690	SHEET 28 OF 57
NO	DATE	BY	CHKD	APPR	REVISION	NAME: CP4 589.PLN DATE: Oct. 23, 1997 TIME: 17:37:07							



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE STRIPING DETAILS SHEET 8.)



1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CKD	APPR	REVISION
NAME: CP5 589.PLN DATE: Oct. 13, 1997					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Sulley
Date: 10-23-97 Reg. No. 23401

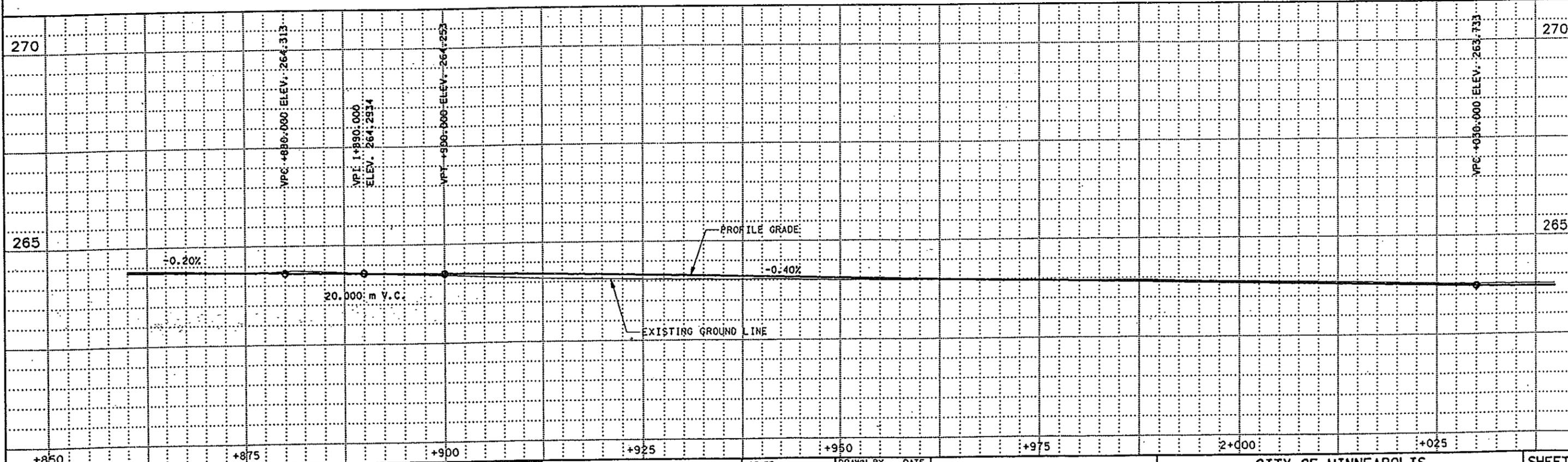
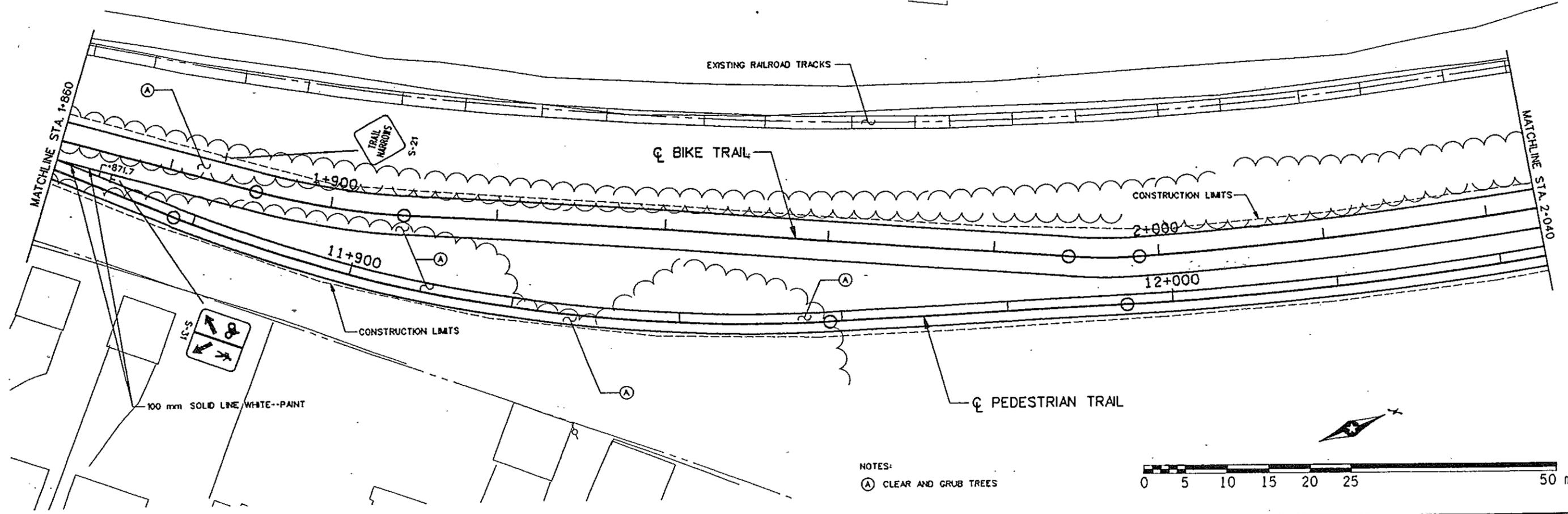
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
M. MCGARVEY 6-97
DESIGNED BY
M. MCGARVEY 6-97
CHECKED BY
R. LEWIS 8-97
COMM. NO.
0972590



CITY OF MINNEAPOLIS
PLAN AND PROFILE
KENILWORTH TRAIL
STA. 1+690 TO STA. 1+860

SHEET
29
OF
57



NO	DATE	BY	CHKD	APPR	REVISION

NAME: CP6 589.PLN DATE: Oct. 13, 1997



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Sully
 Date: 10-23-97 Reg. No. 223409

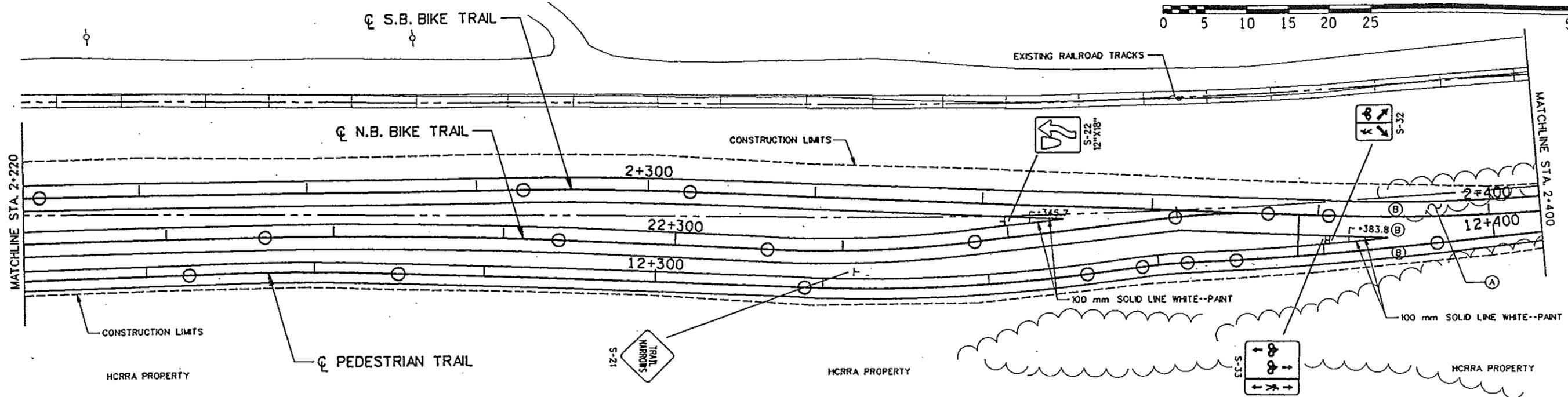
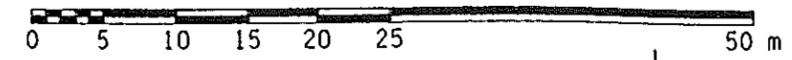
STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY DATE
 M. MCGARVEY 8-97
 DESIGNED BY
 M. MCGARVEY 6-97
 CHECKED BY
 R. LEWIS 8-97
 COMM. NO. 0972590

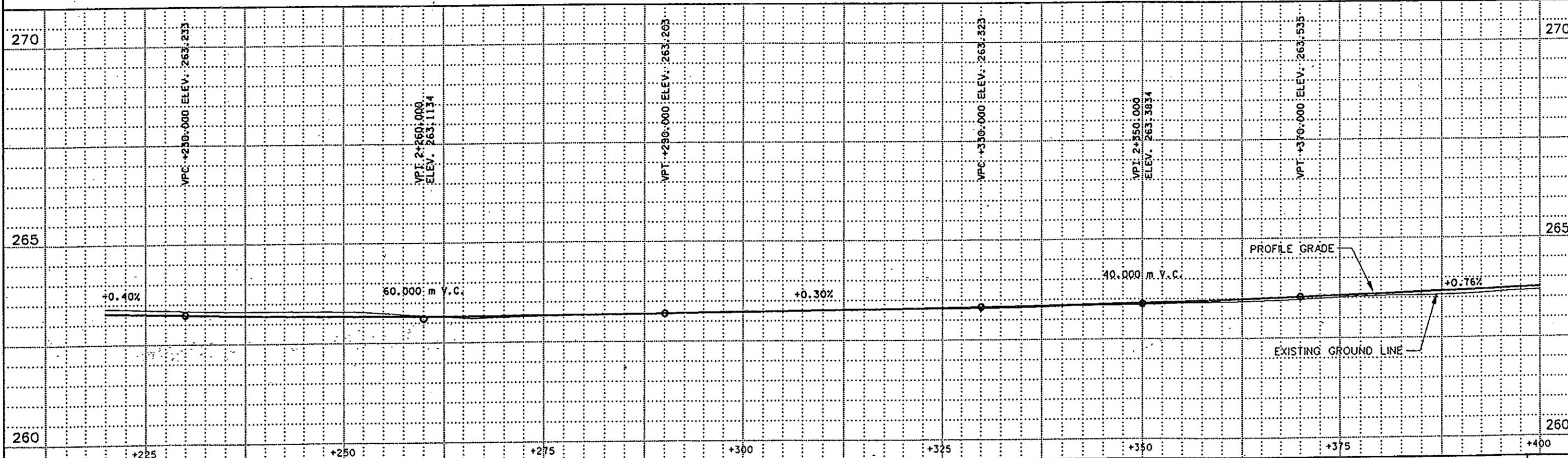


CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 1+860 TO STA. 2+040

SHEET 30 OF 57



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE STRIPING DETAILS SHEET 8.)



1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CHKD	APPR	REVISION



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. [Signature]
 Date: 10-23-97
 No. 23409

STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY DATE M. MCGARVEY 8-97
 DESIGNED BY M. MCGARVEY 6-97
 CHECKED BY R. LEWIS 8-97
 CONAL NO. 0972590



CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 2+220 TO STA. 2+400

SHEET 32 OF 57

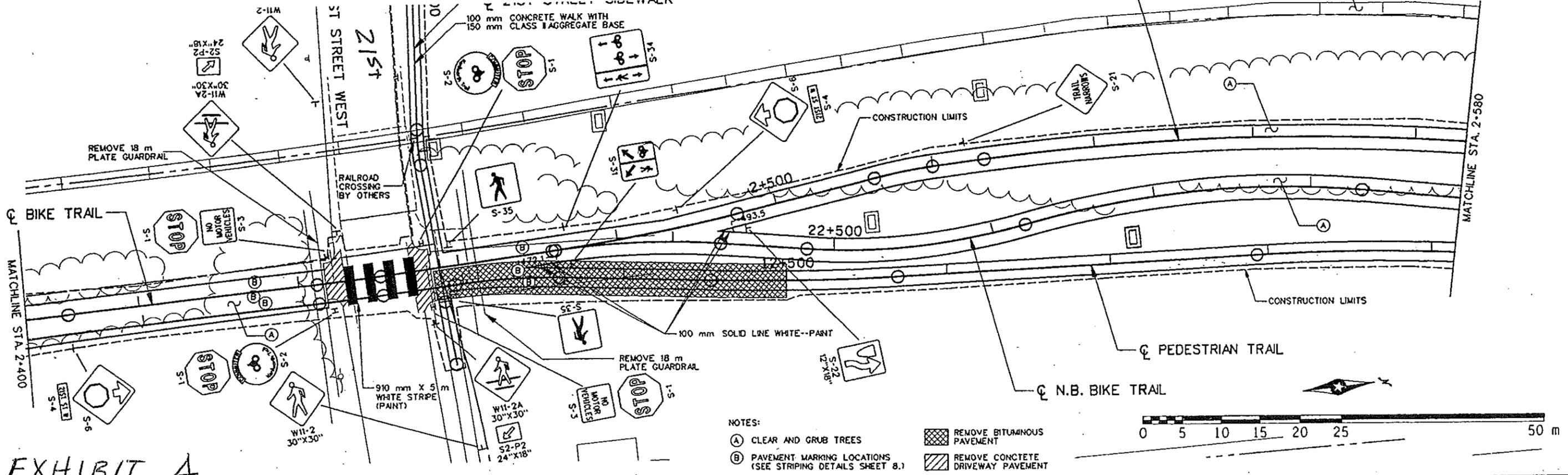
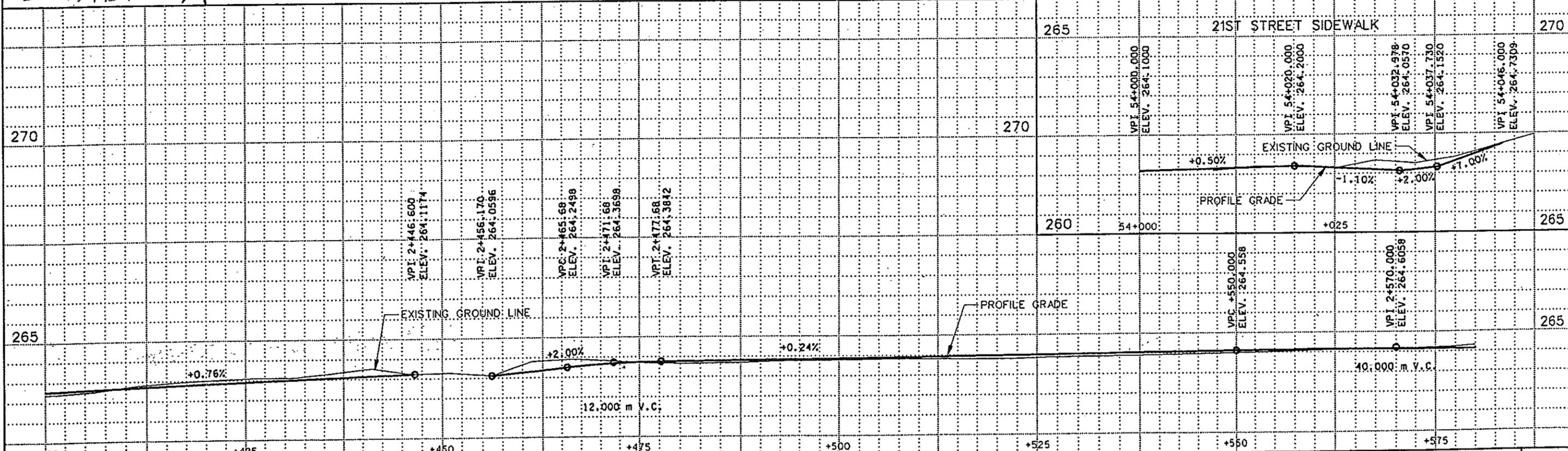


EXHIBIT A

- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE STRIPING DETAILS SHEET 8.)
 - REMOVE BITUMINOUS PAVEMENT
 - REMOVE CONCRETE DRIVEWAY PAVEMENT



1		2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
NO	DATE	BY	CKD	APPR	REVISION	
NAME: CP9 589.PLN DATE: Oct. 24, 1997 TIME: 14:42:04						

minnesota metric

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Gelfe
Date: 10-23-97 Ref. No. 23409

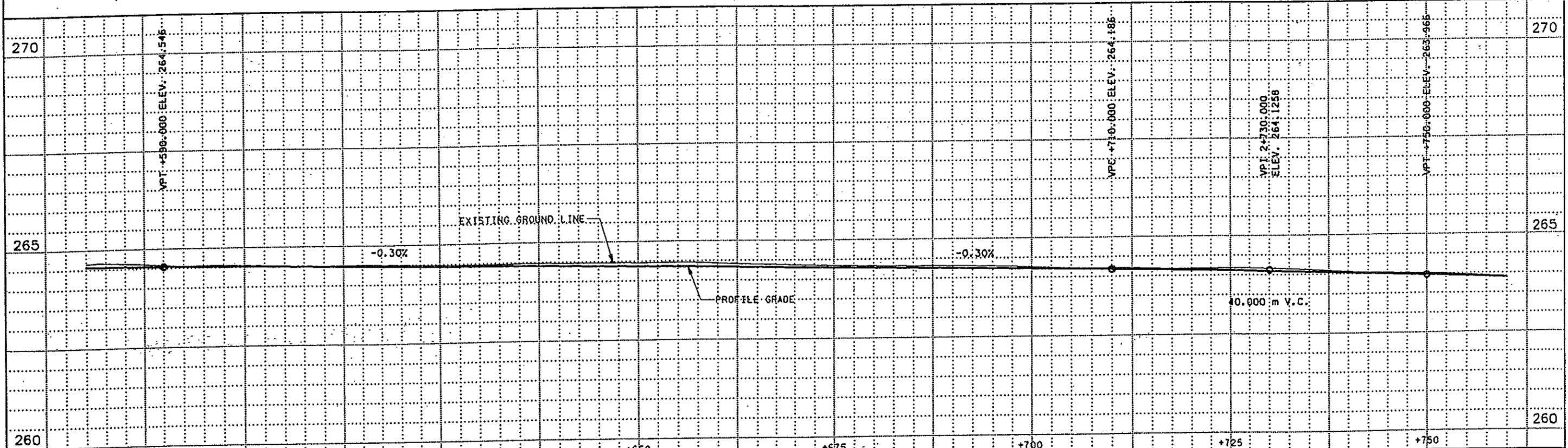
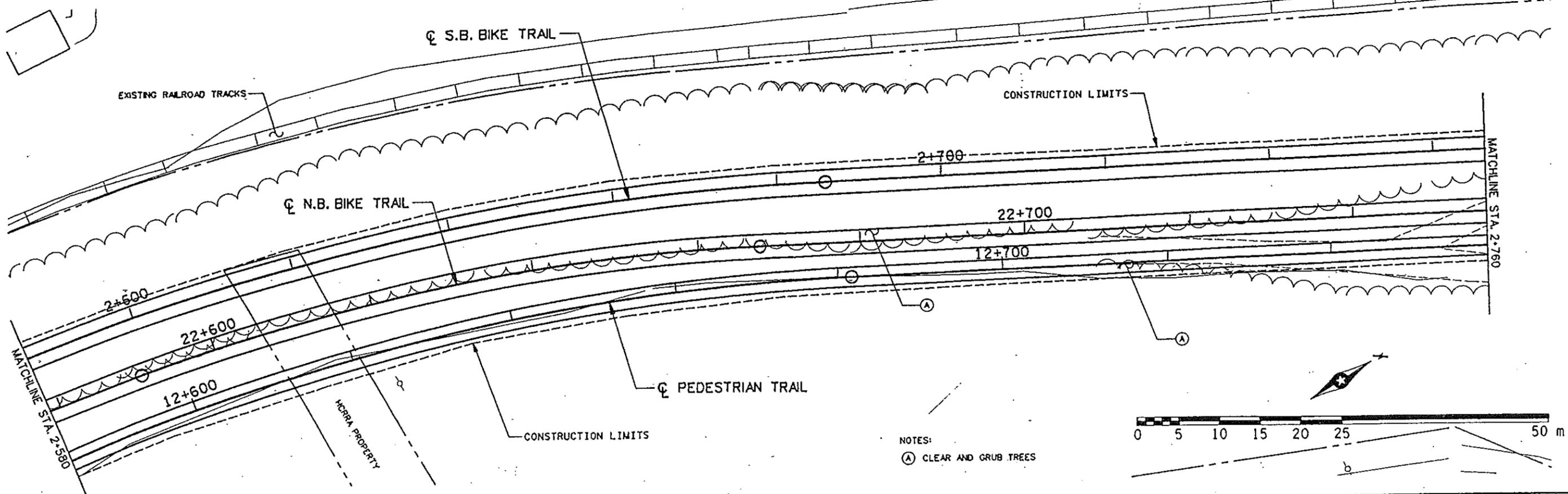
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY DATE 6-97
DESIGNED BY M. MCGARVEY DATE 6-97
CHECKED BY R. LEWIS DATE 8-97
COM. NO. 0972590

CITY OF MINNEAPOLIS
PLAN AND PROFILE
KENILWORTH TRAIL
STA. 2+400 TO STA. 2+580

SHEET 33 OF 57

EXHIBIT A



NO	DATE	BY	CHKD	APPR	REVISION
NAME: CP10 589.PLN DATE: Oct. 13, 1997					



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. [Signature]
 Date: 10-23-97 Reg. No. 23409

STATE PROJECT NO. 141-030-05
 CITY PROJECT NO. XXX

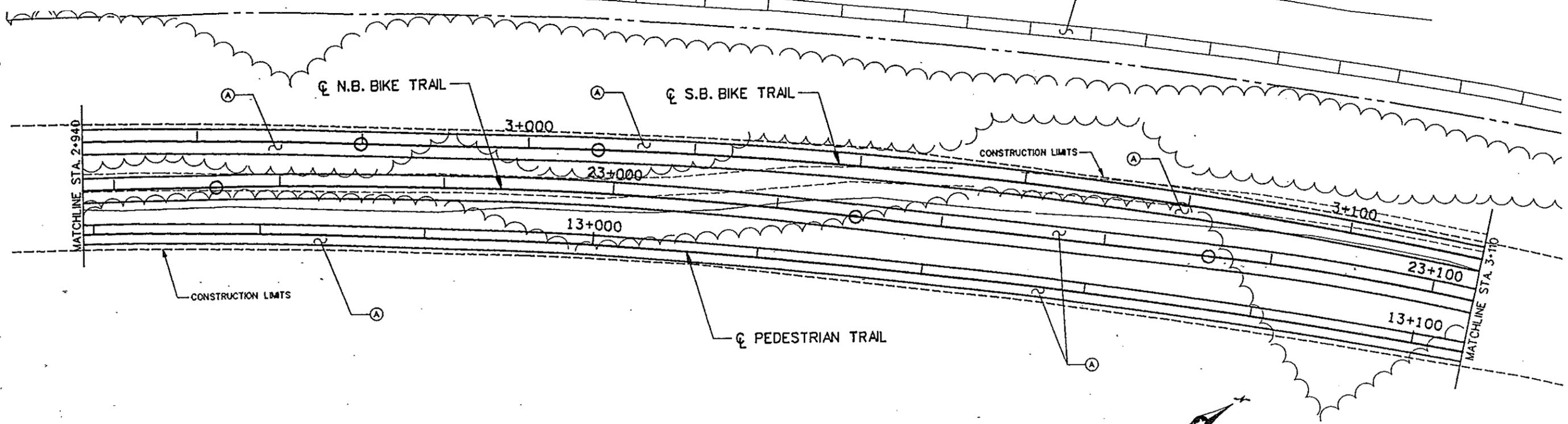
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 DESIGNED BY M. MCGARVEY DATE 6-97
 CHECKED BY R. LEWIS DATE 8-97
 COMM. NO. 0972590



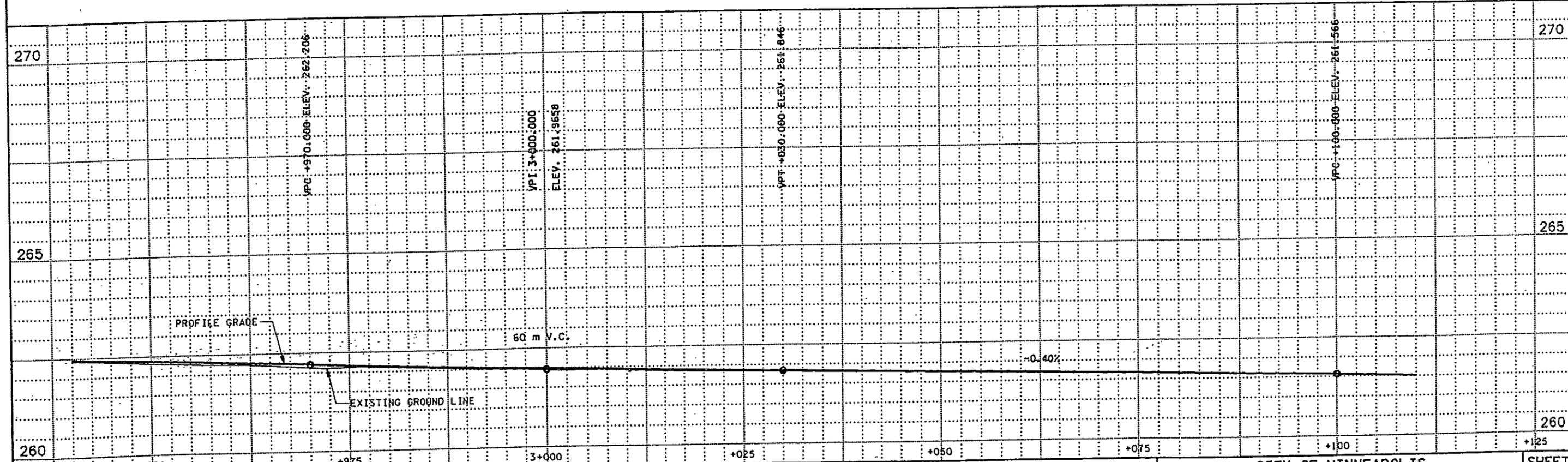
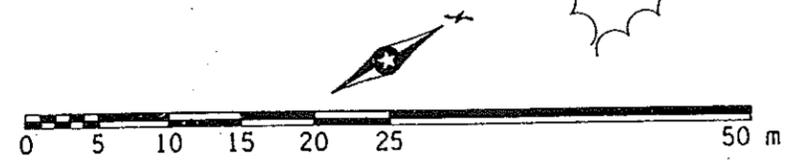
CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 2+580 TO STA. 2+760

SHEET 34 OF 57

EXHIBIT A



NOTES:
 (A) CLEAR AND GRUB TREES



NO.	DATE	BY	CHKD	APPR	REVISION



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
[Signature]
 Date: 10-23-97

STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY DATE 6-97
 DESIGNED BY M. MCGARVEY DATE 6-97
 CHECKED BY R. LEWIS DATE 8-97
 COM. NO. 0972590



CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 2+940 TO STA. 3+110

SHEET 36 OF 57

EXHIBIT A

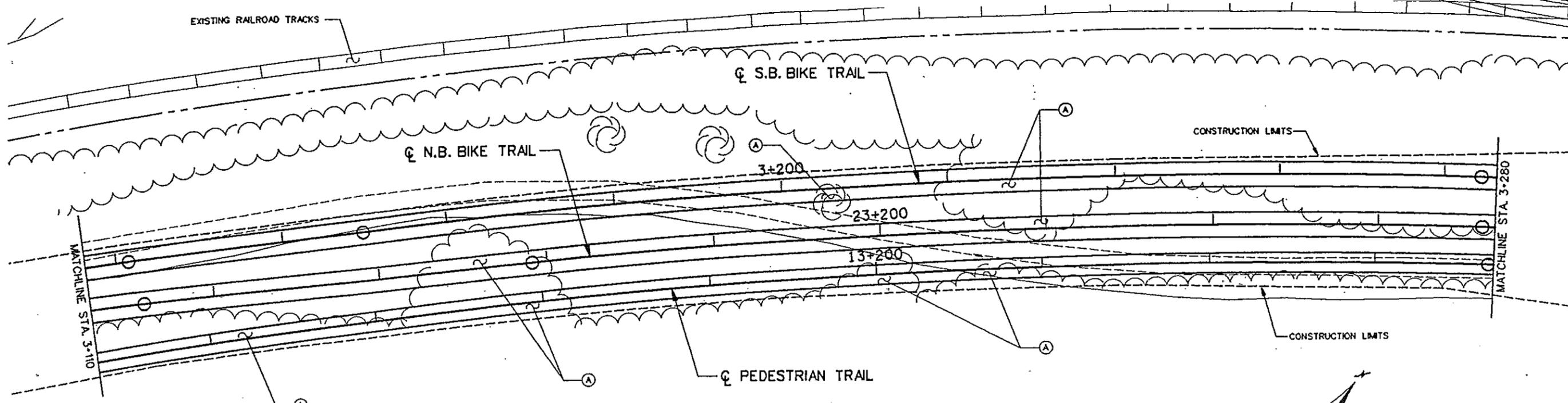
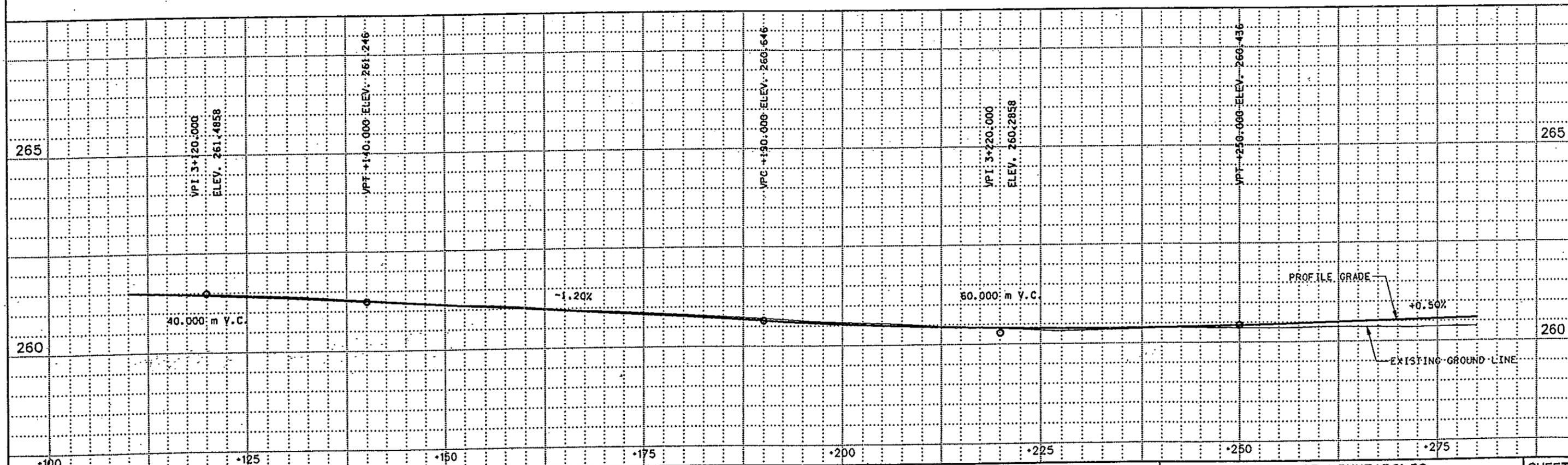
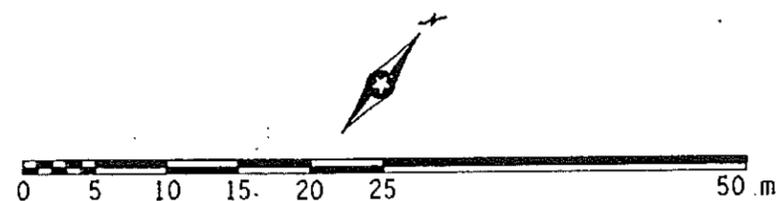


EXHIBIT A

NOTES:
 Ⓐ CLEAR AND GRUB TREES



NO	DATE	BY	CHKD	APPR	REVISION

NAME: CP13 589.PLN DATE: Oct. 13, 1997



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

David J. Kelly
 Date 10-23-97 Reg. No. 23409

STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

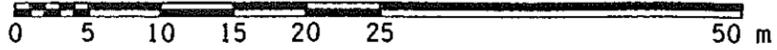
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 DESIGNED BY M. MCGARVEY DATE 6-97
 CHECKED BY R. LEWIS DATE 8-97
 CONAL. NO. 0972590



CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 3+110 TO STA. 3+280

SHEET 37 OF 57

EXHIBIT A



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE SHEET 8 FOR DETAILS.)
 - (C) SAWCUT BIT. PAVEMENT
 - (D) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 2
 - (E) TO BE FURNISHED AND INSTALLED ON TEMPORARY CONNECTION AND SALVAGED AND INSTALLED ON THE PERMANENT TRAILS UPON REMOVAL OF TEMPORARY TRAIL.
 - (F) SIGNS AND BARRELS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL - PHASE 1

- REMOVE BITUMINOUS PAVEMENT - PHASE 1
- REMOVE BITUMINOUS PAVEMENT - PHASE 2
- REMOVE CONCRETE PAVEMENT

- DIRECTION OF TRAIL TRAVEL - PHASE 1
- DIRECTION OF TRAIL TRAVEL - PHASE 2

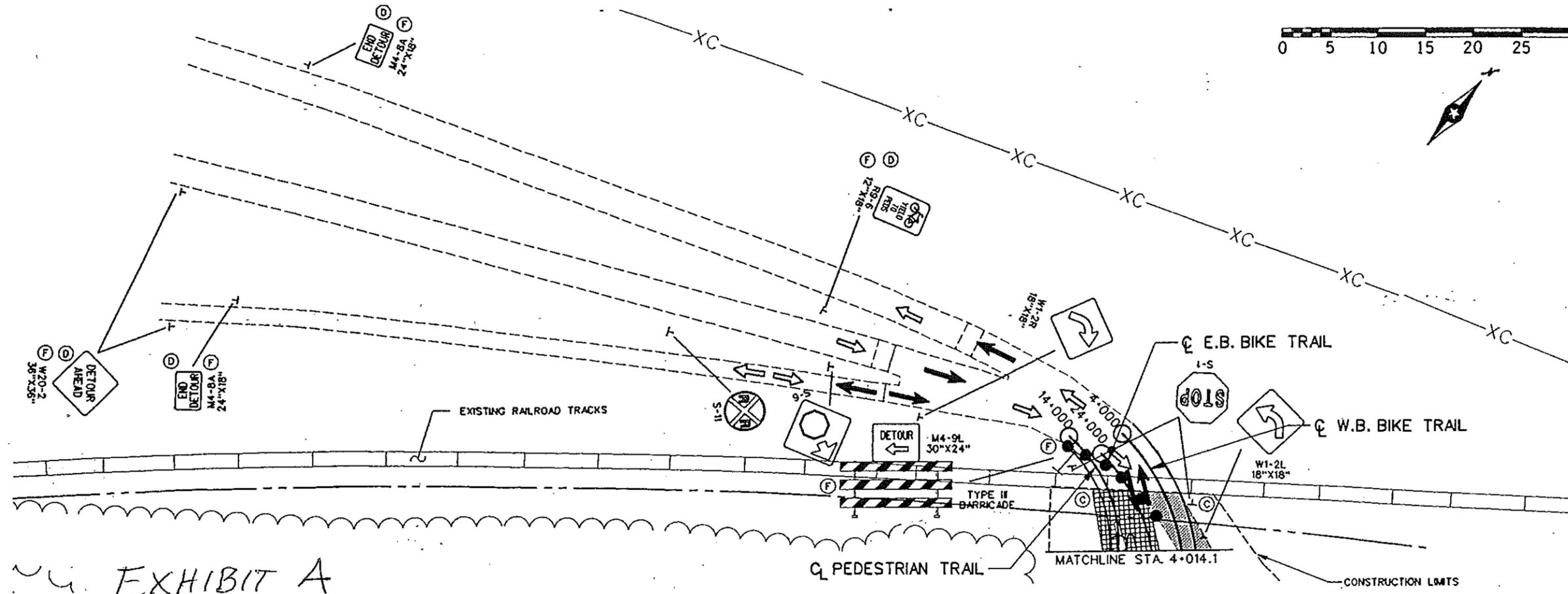
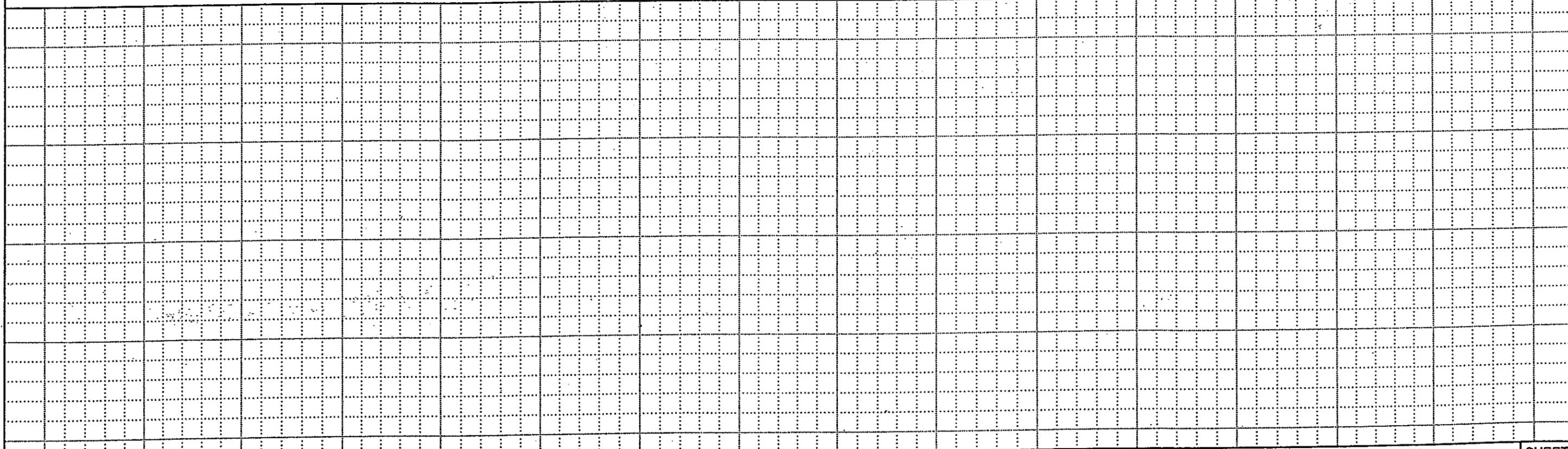
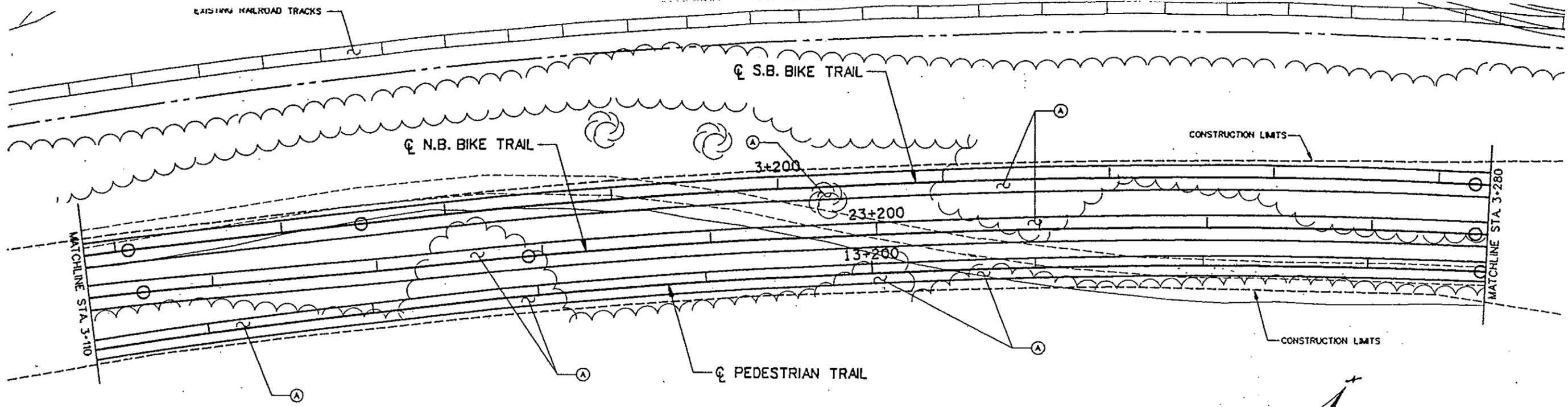


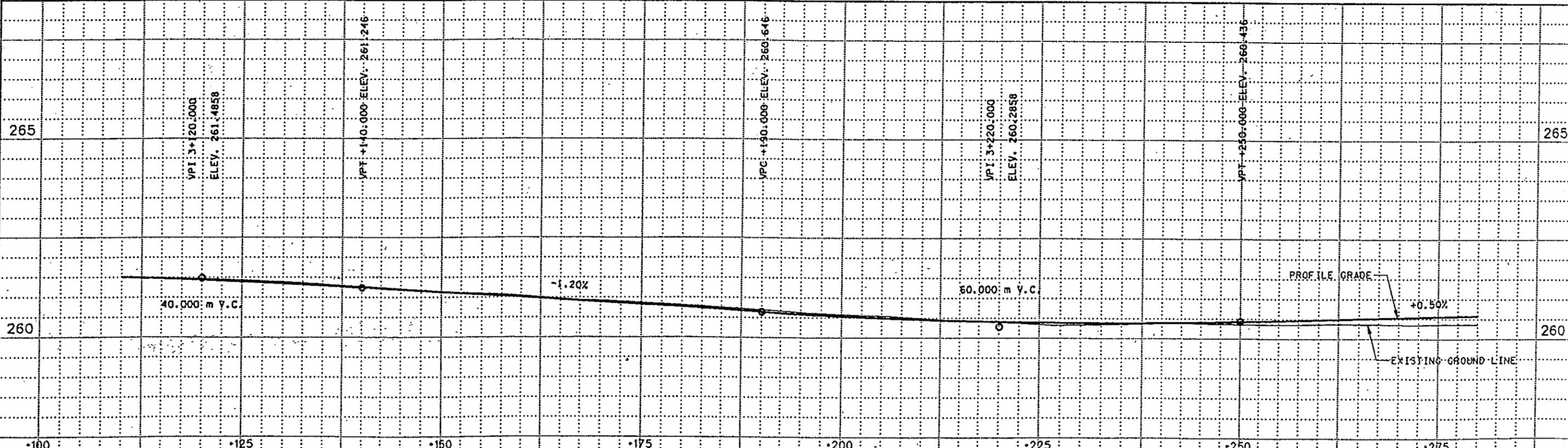
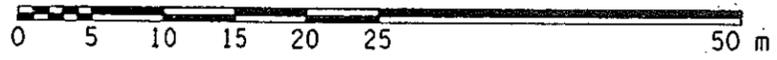
EXHIBIT A



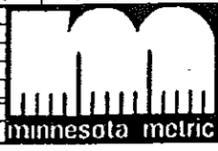
<table border="1"> <tr> <th>NO</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>APPR</th> <th>REVISION</th> </tr> <tr> <td>1</td> <td>2-6-98</td> <td>WTA</td> <td>MRT</td> <td>DJJ</td> <td>REVISE PER FEDERAL REVIEW</td> </tr> <tr> <td>2</td> <td>8-31-98</td> <td>MCI</td> <td>SGB</td> <td>DJJ</td> <td>REVISE CEDAR LAKE TRAIL CONNECTION</td> </tr> </table>		NO	DATE	BY	CHKD	APPR	REVISION	1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW	2	8-31-98	MCI	SGB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION		I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>[Signature]</i> Date 10-1-98 Reg. No. 23409	STATE PROJECT NO. 141-090-05 CITY PROJECT NO. XXX	DRAWN BY DATE L. VANORASEK 8-97 DESIGNED BY M. MCGARVEY 8-97 CHECKED BY R. LEWIS 7-97 COMM. NO. 0972590		CITY OF MINNEAPOLIS PLAN AND PROFILE TEMPORARY BYPASS KENILWORTH TRAIL STA. 64+016.8 TO STA. 64+169.7	SHEET 39 OF 57
NO	DATE	BY	CHKD	APPR	REVISION																					
1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW																					
2	8-31-98	MCI	SGB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION																					



NOTES:
 (A) CLEAR AND GRUB TREES



NO	DATE	BY	CHK	APPR	REVISION



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 Date: 10-23-97 [Signature] 23409

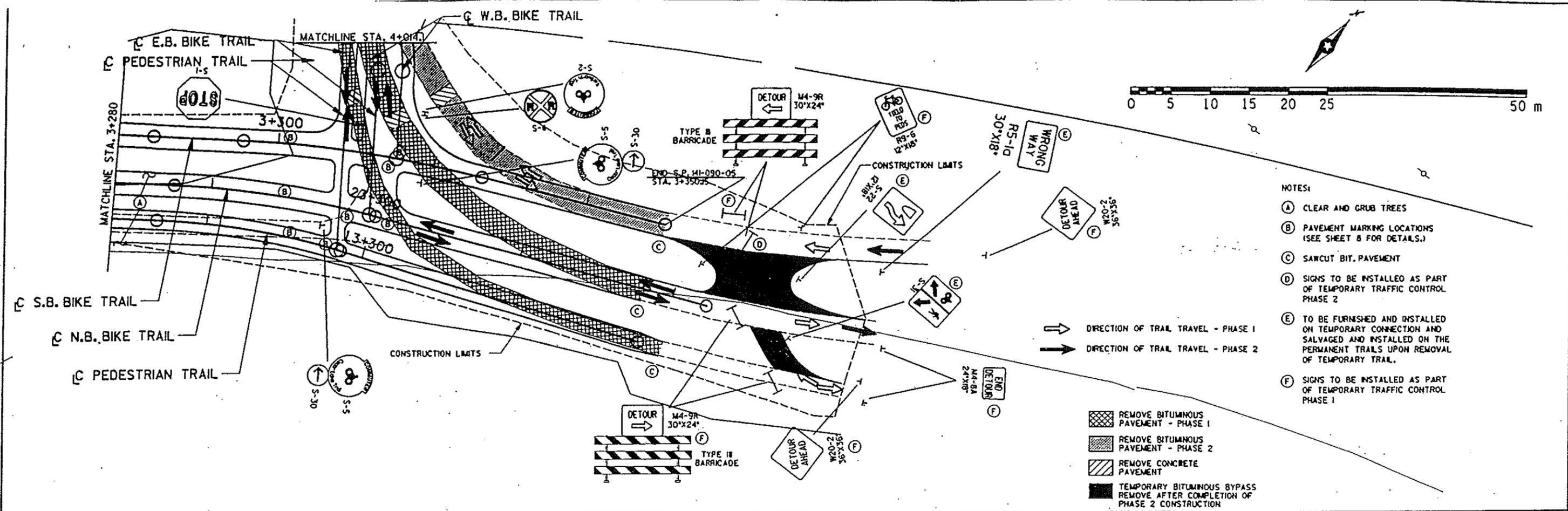
STATE PROJECT NO. 141-090-05
 CITY PROJECT NO. XXX

DRAWN BY M. MCGARVEY DATE 8-97
 DESIGNED BY M. MCGARVEY DATE 8-97
 CHECKED BY R. LEWIS DATE 8-97
 CONAL. NO. 0972590



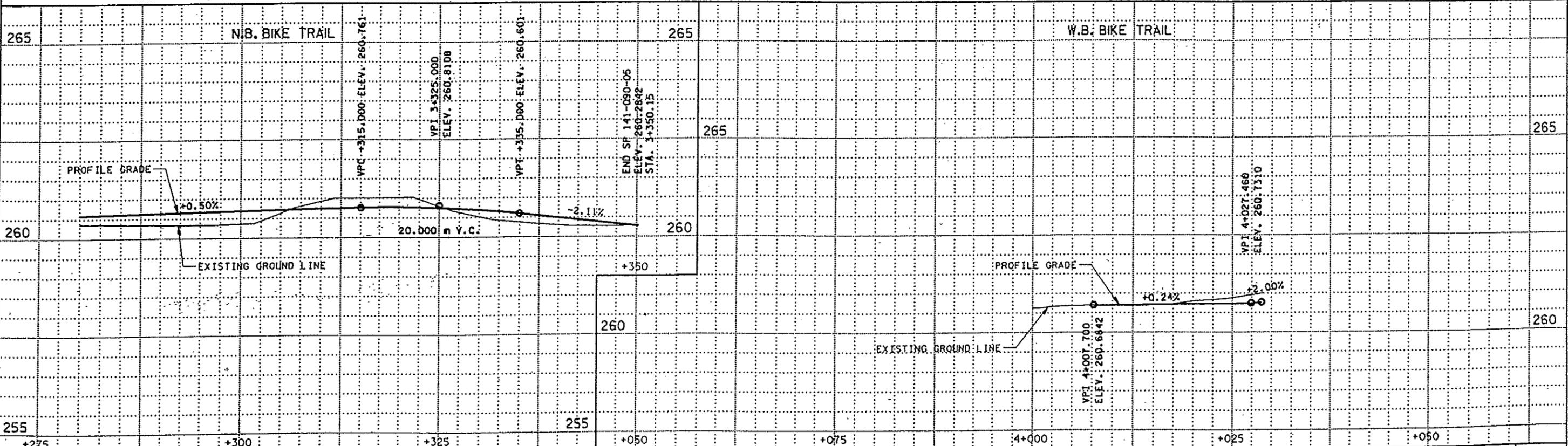
CITY OF MINNEAPOLIS
 PLAN AND PROFILE
 KENILWORTH TRAIL
 STA. 3+110 TO STA. 3+280

SHEET 37 OF 57



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE SHEET 8 FOR DETAILS.)
 - (C) SAWCUT BIT. PAVEMENT
 - (D) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 2
 - (E) TO BE FURNISHED AND INSTALLED ON TEMPORARY CONNECTION AND SALVAGED AND INSTALLED ON THE PERMANENT TRAILS UPON REMOVAL OF TEMPORARY TRAIL.
 - (F) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 1

- REMOVE BITUMINOUS PAVEMENT - PHASE 1
- REMOVE BITUMINOUS PAVEMENT - PHASE 2
- REMOVE CONCRETE PAVEMENT
- TEMPORARY BITUMINOUS BYPASS REMOVE AFTER COMPLETION OF PHASE 2 CONSTRUCTION



NO	DATE	BY	CHKD	APPR	REVISION
1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
2	8-31-98	MCI	SCB	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION



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[Signature]
Date 10-1-98 Reg. No. 23201

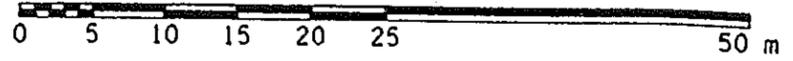
STATE PROJECT NO. 141-090-05
CITY PROJECT NO. XXX

DRAWN BY DATE
M. MCCARVEY 6-97
DESIGNED BY
M. MCCARVEY 6-97
CHECKED BY
R. LEWIS 8-97
COMM. NO. 0972590



CITY OF MINNEAPOLIS
PLAN AND PROFILE
KENILWORTH TRAIL
STA. 3+280 TO STA. 3+344

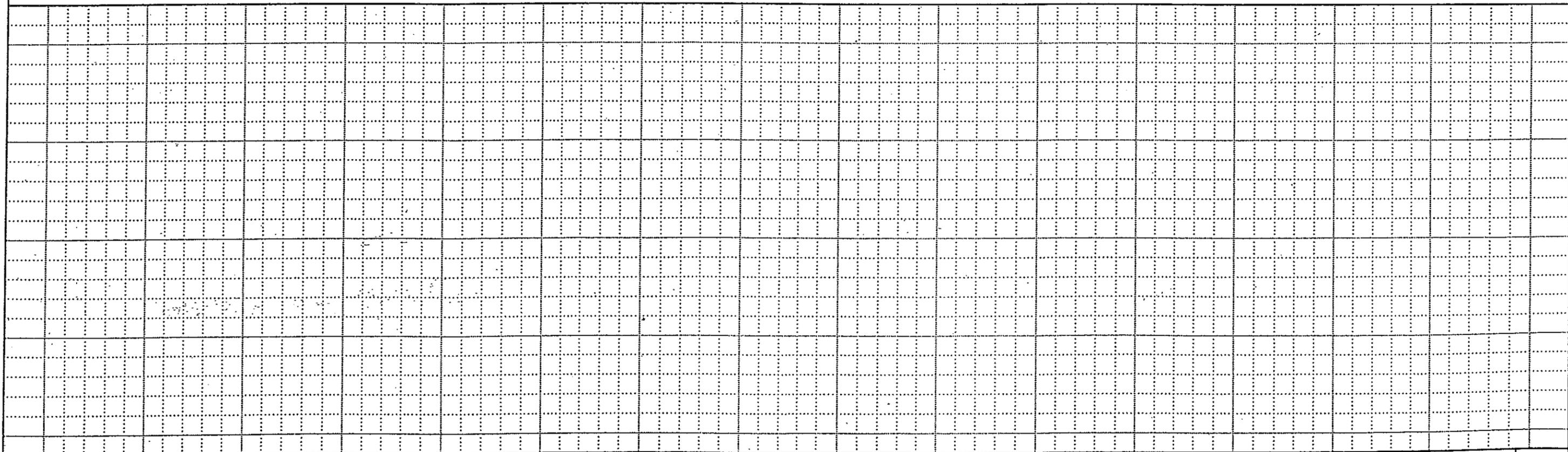
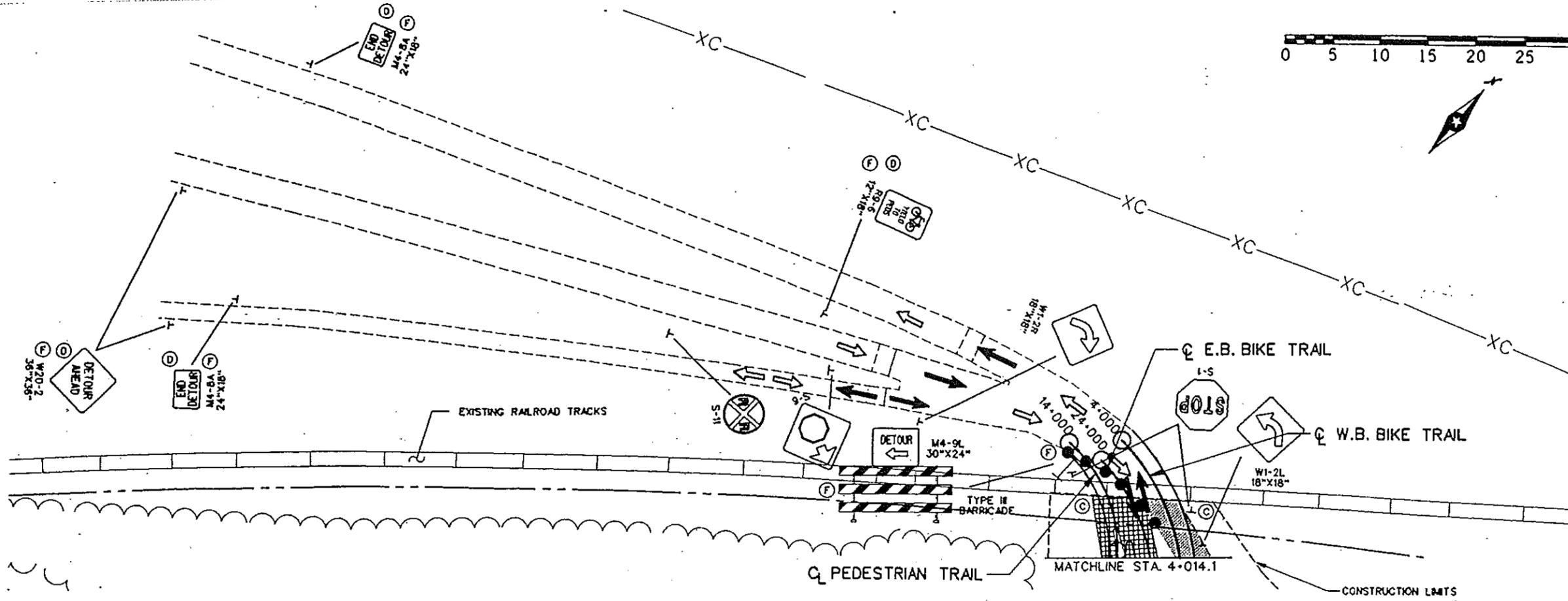
SHEET 38 OF 57



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) PAVEMENT MARKING LOCATIONS (SEE SHEET 8 FOR DETAILS.)
 - (C) SAWCUT BIT. PAVEMENT
 - (D) SIGNS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL PHASE 2
 - (E) TO BE FURNISHED AND INSTALLED ON TEMPORARY CONNECTION AND SALVAGED AND INSTALLED ON THE PERMANENT TRAILS UPON REMOVAL OF TEMPORARY TRAIL.
 - (F) SIGNS AND BARRELS TO BE INSTALLED AS PART OF TEMPORARY TRAFFIC CONTROL - PHASE 1

- REMOVE BITUMINOUS PAVEMENT - PHASE 1
- REMOVE BITUMINOUS PAVEMENT - PHASE 2
- REMOVE CONCRETE PAVEMENT

- DIRECTION OF TRAIL TRAVEL - PHASE 1
- DIRECTION OF TRAIL TRAVEL - PHASE 2



1	2-6-98	WTA	MRT	DJJ	REVISE PER FEDERAL REVIEW
2	8-31-98	MCI	SGD	DJJ	REVISE CEDAR LAKE TRAIL CONNECTION
NO	DATE	BY	CHKD	APPR	REVISION



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[Signature]
Date 10-1-98 Reg. No. 23409

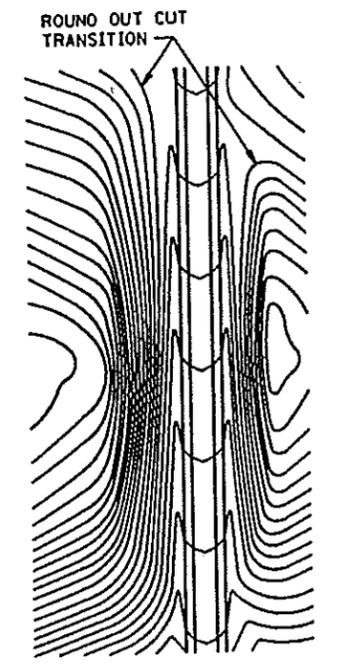
STATE PROJECT NO.
141-090-05
CITY PROJECT NO.
XXX

DRAWN BY DATE
L. YODRASEK 8-97
DESIGNED BY
M. MCGARVEY 8-97
CHECKED BY
R. LEWIS 7-97
COMM. NO.
0972590

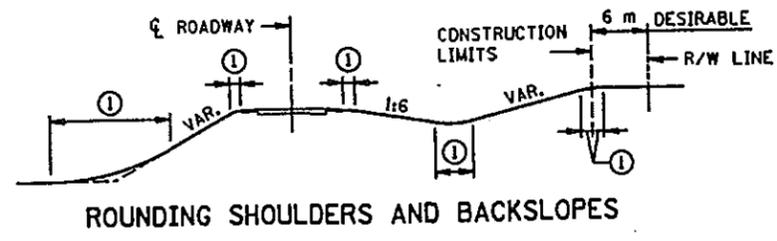


CITY OF MINNEAPOLIS
PLAN AND PROFILE TEMPORARY BYPASS
KENILWORTH TRAIL
STA. 64+016.8 TO STA. 64+169.7

SHEET
39
OF
57

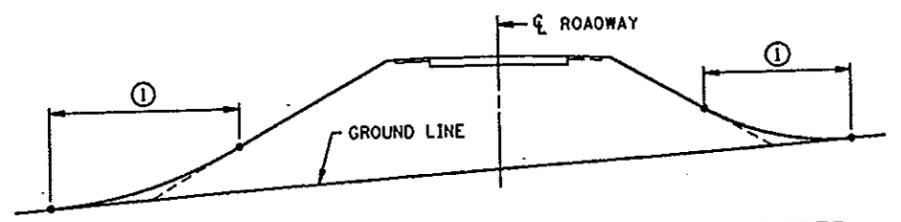


CONTOURING ROAD CUTS

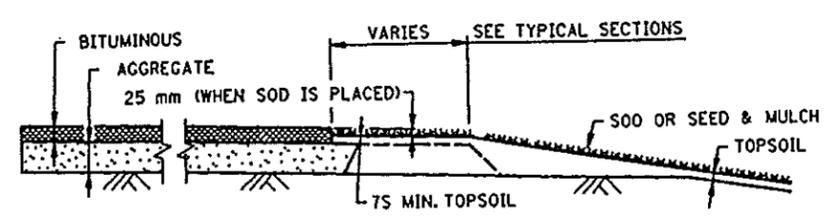


ROUNDING SHOULDERS AND BACKSLOPES

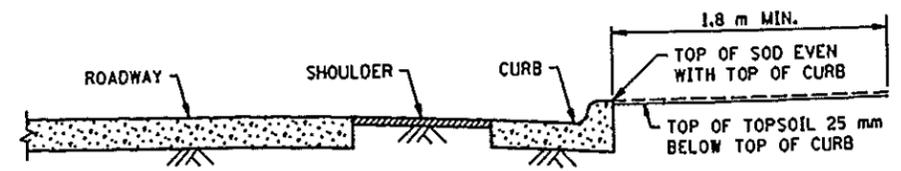
NOTES:
 SEE SPEC. 2575.3 FOR ADDITIONAL INFORMATION.
 ① FOR ROUNDING, SEE ROAD DESIGN MANUAL.
 ② CONSTRUCT TAPER AS DIRECTED BY THE ENGINEER.



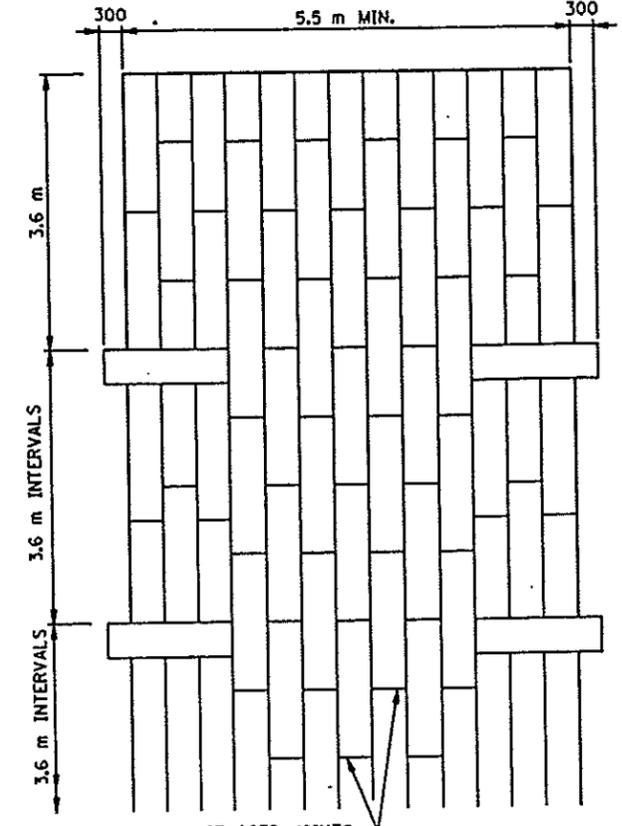
SHAPING FOR DRAINAGE ALONG THE TOE OF FILL SLOPES



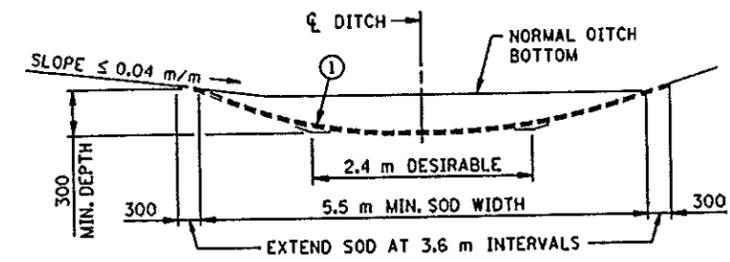
SHAPING AND TOPSOILING INSLOPES



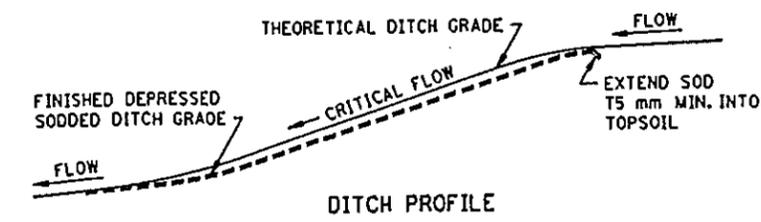
SHAPING ADJACENT TO CURBS WHEN SOD IS PLACED



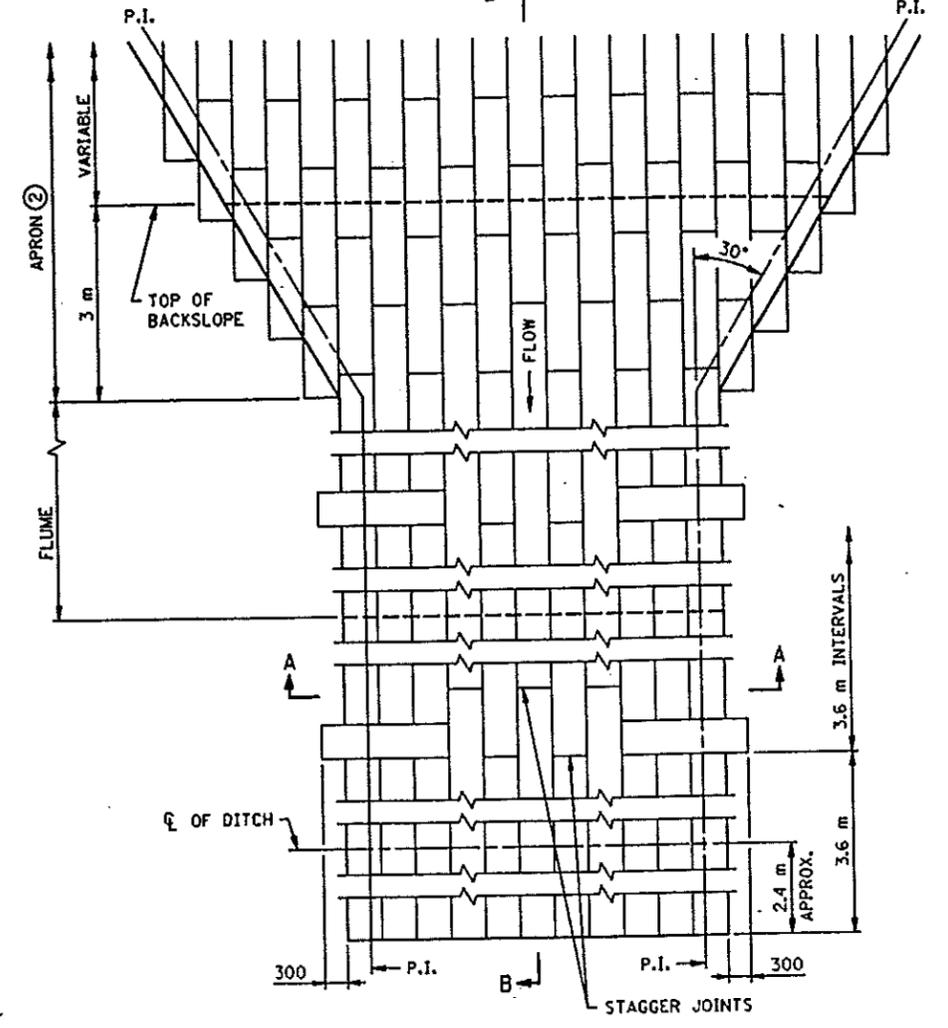
STAGGER JOINTS
 PLAN VIEW



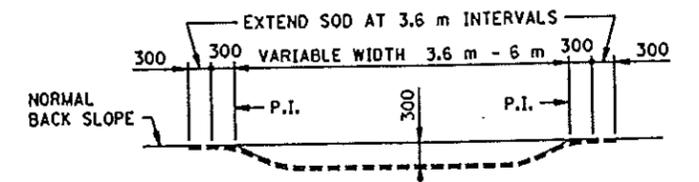
SODDED DITCH CROSS SECTION
 WHERE FRONT OR BACK SLOPE IS FLAT (LESS THAN 0.04 m/m), FIRST NOTCH DITCH AND THEN PROVIDE ROUNDING.



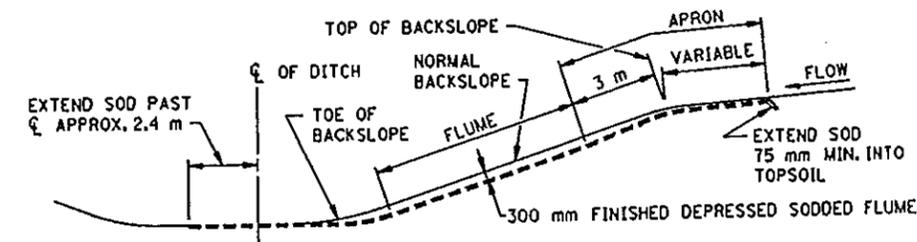
SODDED DITCH DETAILS



PLAN VIEW



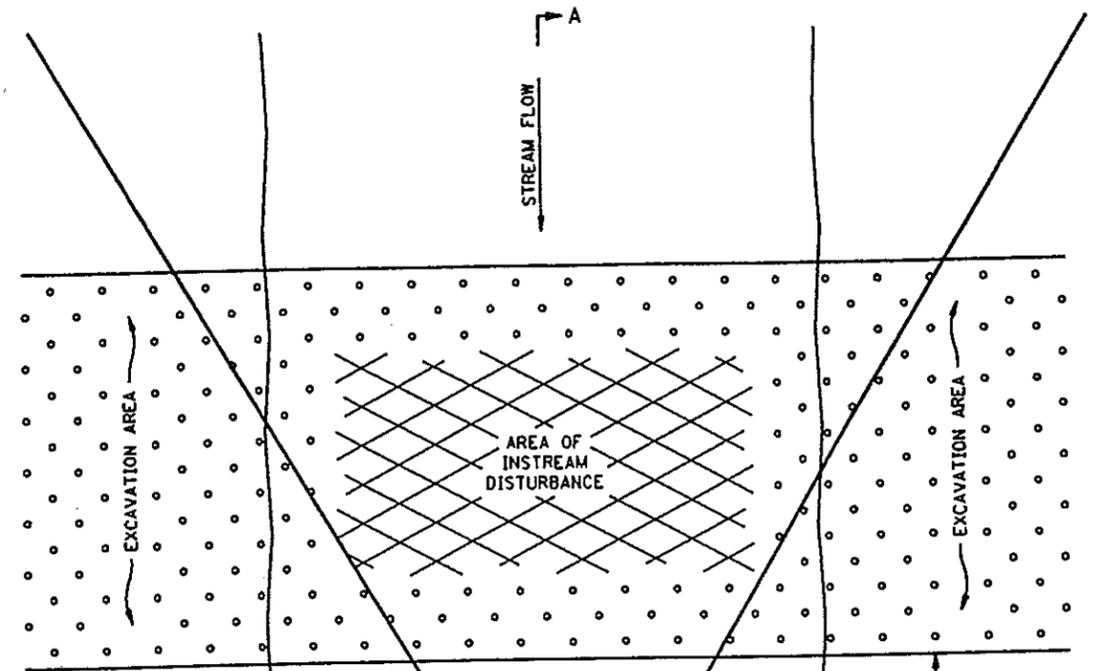
SECTION A-A



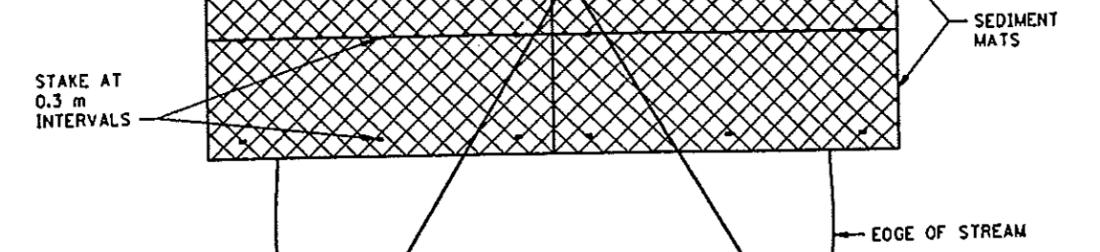
SODDED FLUME DETAILS

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

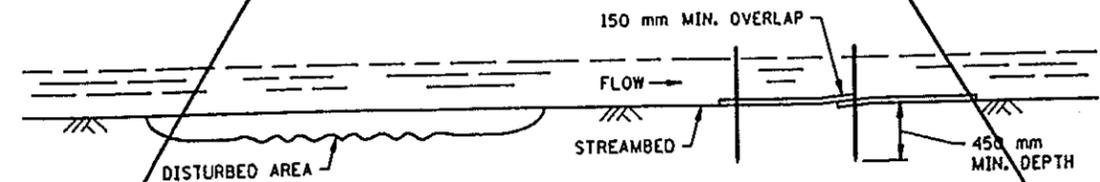
MODIFIED		TITLE: PERMANENT EROSION CONTROL ALONG ROADWAYS, DITCHES AND FLUMES
STANDARD SHEET NO. 5-297.404M		
STANDARD APPROVED: DECEMBER 19, 1990		
STATE PROJ. NO. S.P. 141-090-05		SHEET NO. 40 OF 57 SHEETS



1.2 m MIN. DOWNSTREAM COVERAGE OF SEDIMENT MATS FOR EACH 0.3 m/SEC. OF WATER VELOCITY

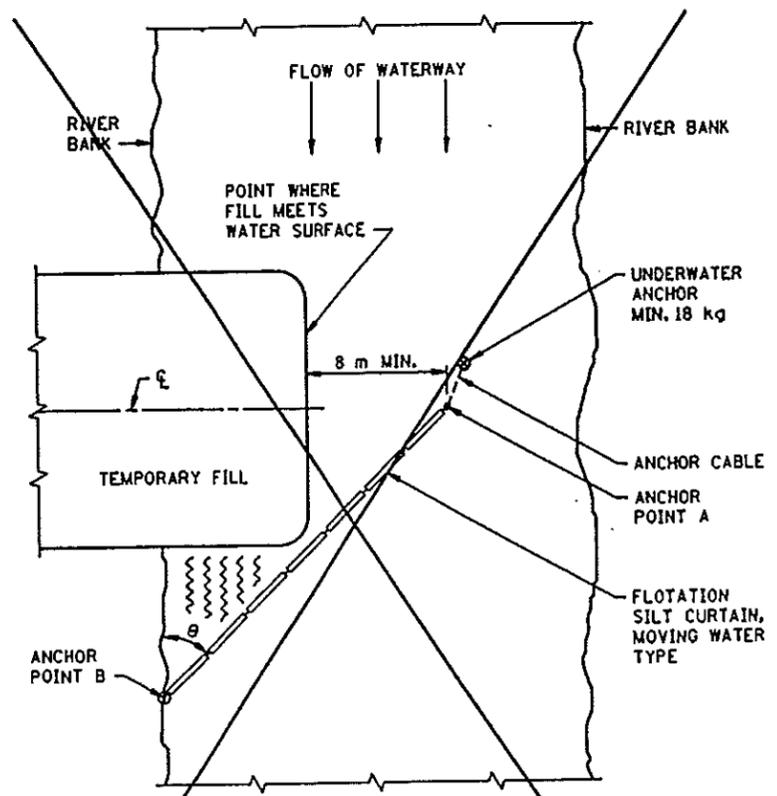


PLAN VIEW



SECTION A-A
SEDIMENT MAT
TYPICAL STREAMBED INSTALLATION

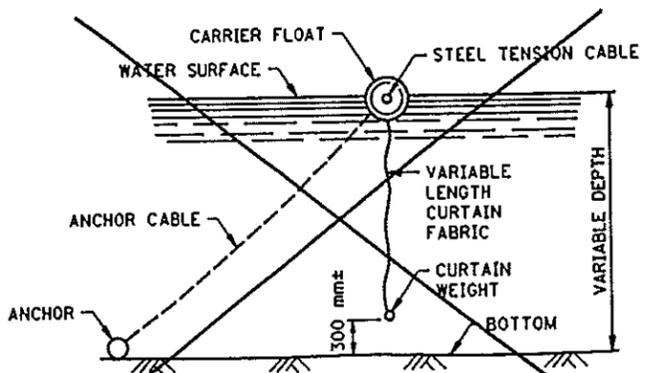
DESIGN CRITERIA:
MAXIMUM FLOW VELOCITY: 1.5 m/SEC.
MAXIMUM FLOW DEPTH: 0.6 m



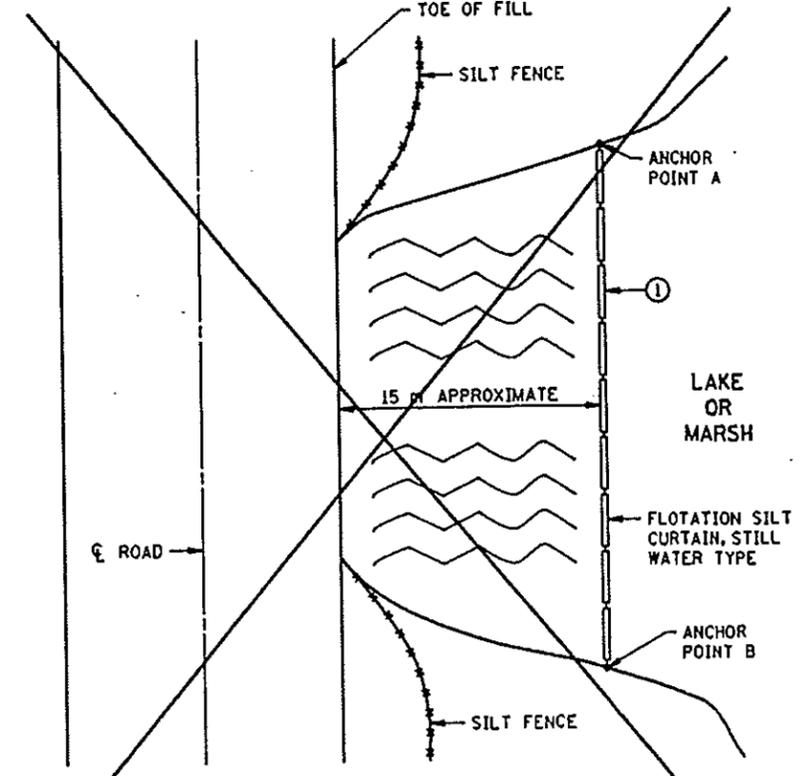
∠ θ	RIVER VELOCITY
45°	SLOW, LESS THAN 1.5 m/SEC.
35°	MODERATE, 1.5 m - 2 m/SEC.

PLAN VIEW OF SILT CURTAIN - MOVING WATER

DESIGN CRITERIA:
MAXIMUM WATER DEPTH: 3.6 m
MAXIMUM WATER VELOCITY: 2.1 m/SEC.

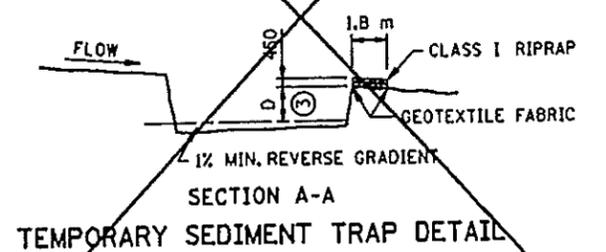
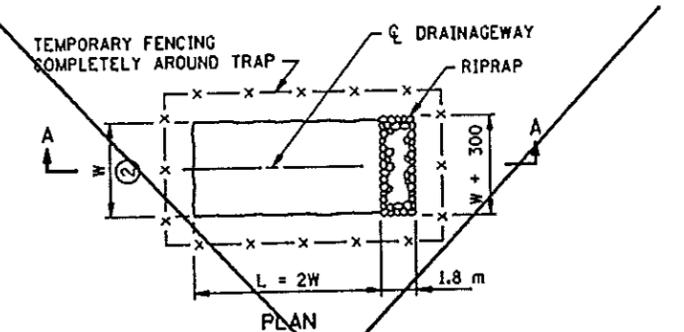


FLOTATION SILT CURTAIN DETAIL
(SEE SPEC. 3887)



PLAN VIEW OF SILT CURTAIN - STILL WATER

DESIGN CRITERIA:
MAXIMUM WATER DEPTH: 3.6 m



SECTION A-A
TEMPORARY SEDIMENT TRAP DETAIL

- NOTES:
- ① CURTAIN 300 mm FROM BOTTOM
 - ② W = 3 m MIN., 6 m MAX.
 - ③ D = 1 m MIN., 1.8 m MAX.

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

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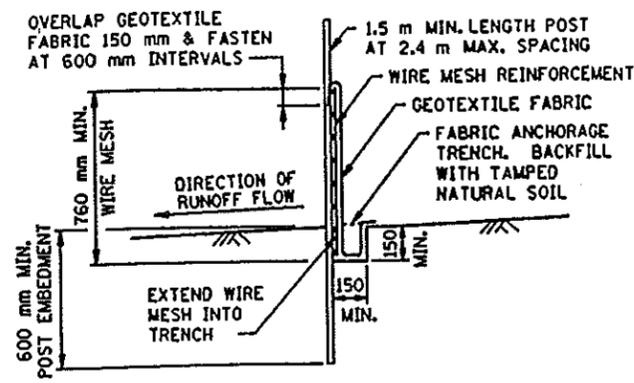
David J. July
Date 10-23-97 Reg. No. 23404

STANDARD SHEET NO.
5-297.405M (1 OF 3)

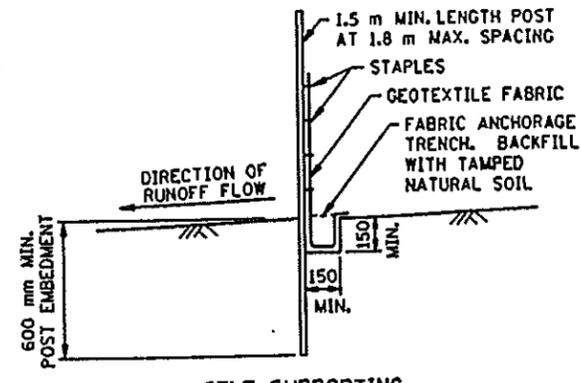
STANDARD APPROVED:
MAY 1, 1995

TEMPORARY EROSION CONTROL

STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 41 OF 57 SHEETS



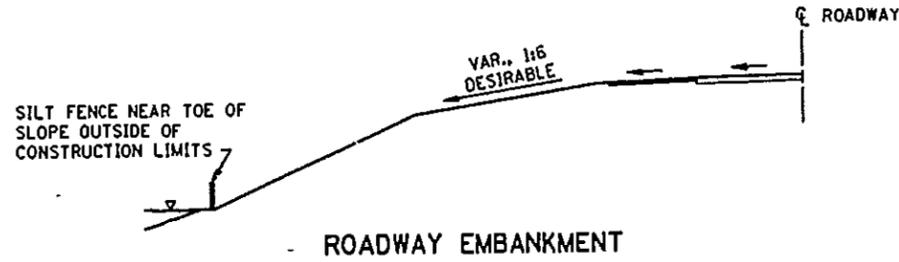
HEAVY DUTY



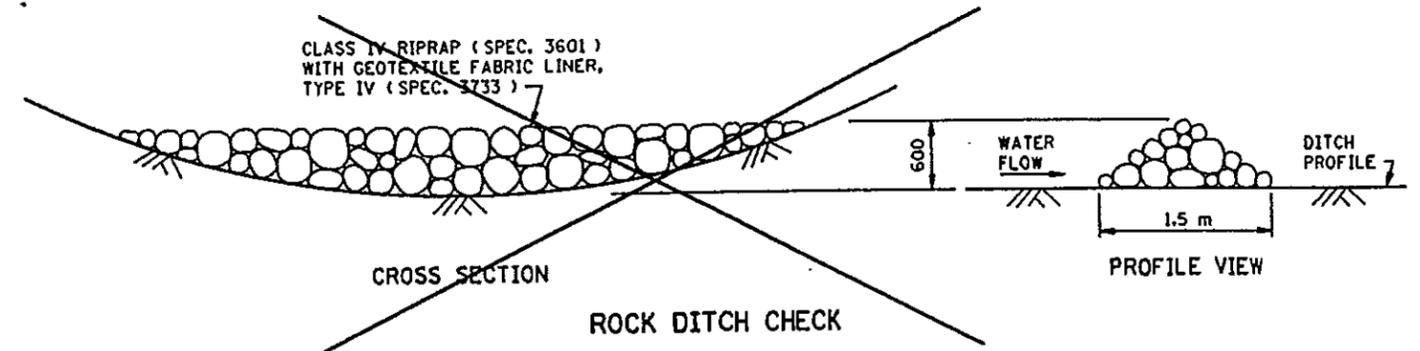
SELF SUPPORTING

SILT FENCE DETAILS
TO PROTECT AREAS FROM SHEET FLOW
(SEE SPEC. 3886)

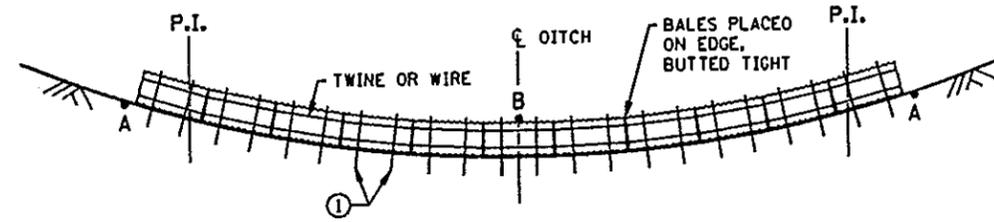
DESIGN CRITERIA:
MAXIMUM CONTRIBUTING AREA: 1.2 ha



ROADWAY EMBANKMENT

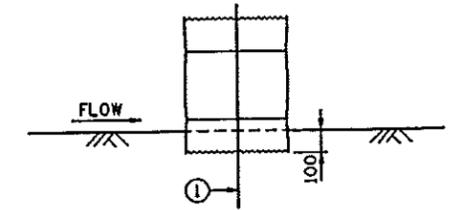


ROCK DITCH CHECK

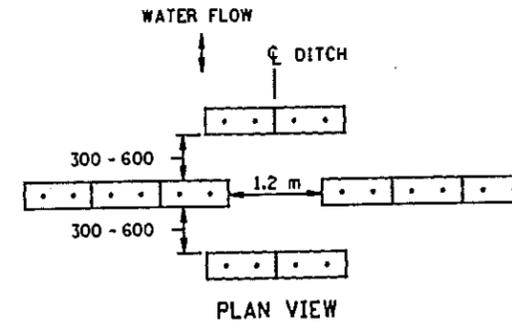


NOTE:
POINT A MUST BE HIGHER THAN POINT B

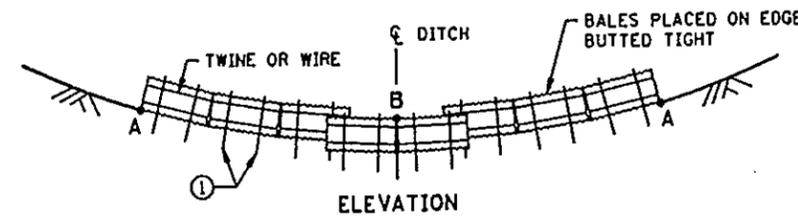
BALE DITCH SEDIMENT CHECK



BALE CHECK DETAIL



PLAN VIEW



ELEVATION

NOTE:
POINT A MUST BE HIGHER THAN POINT B

BALE DITCH VELOCITY CHECKS
(WILL REQUIRE A MINIMUM OF 10 BALES PER SITE)

RECOMMENDED SPACING BETWEEN DITCH CHECKS	
DITCH GRADE (%)	SPACING (m)
2	30
4	23
6	15
8	12
10	8

DESIGN CRITERIA:

	BALE	ROCK
STORM FREQUENCY:	2 YR. - 24 HR.	10 YR. - 24 HR.
MAX. FLOW VELOCITY:	1.5 m/SEC.	3.6 m/SEC.
MAX. DITCH GRADE:	5%	—
MAX. DRAINAGE AREA:	0.8 ha	2.0 ha

NOTE:
① TWO 50 mm X 50 mm WOOD STAKES OR REINFORCING BARS IN EACH BALE AND EMBEDDED IN THE GROUND 250 mm MINIMUM.

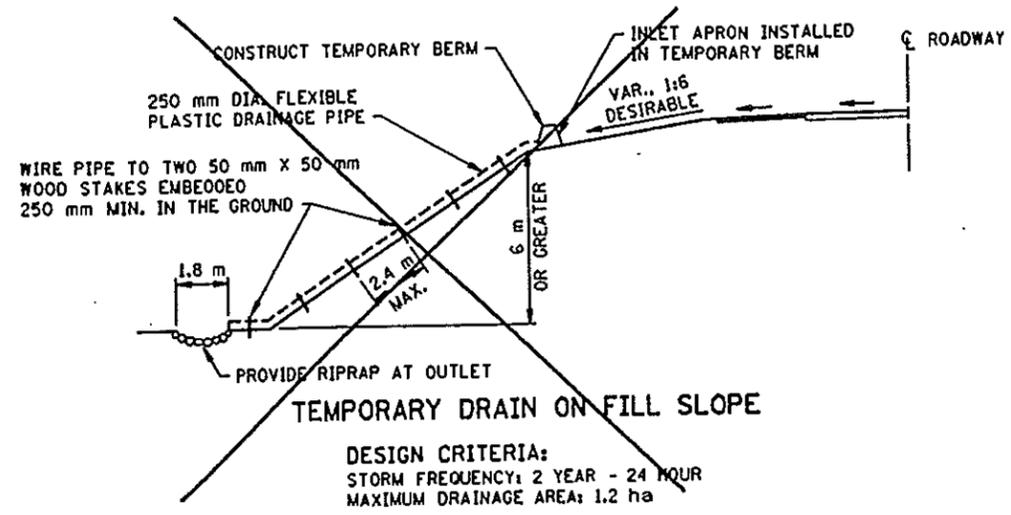
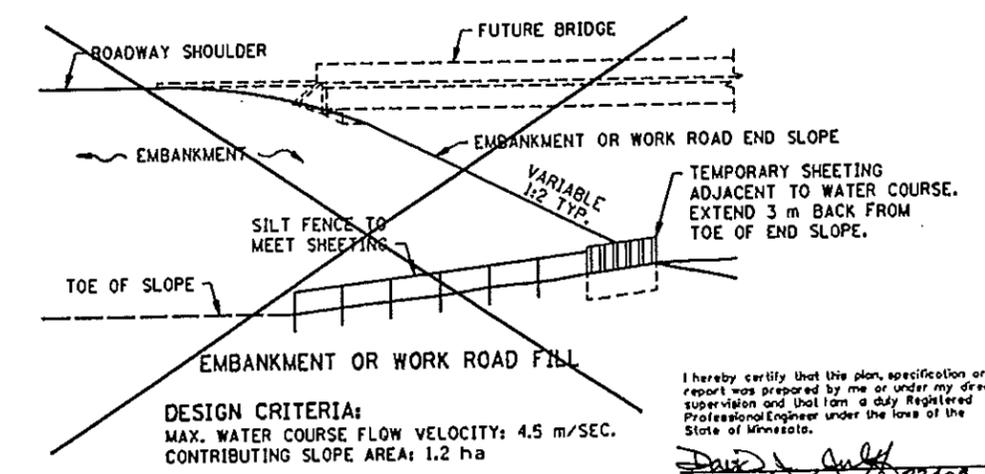
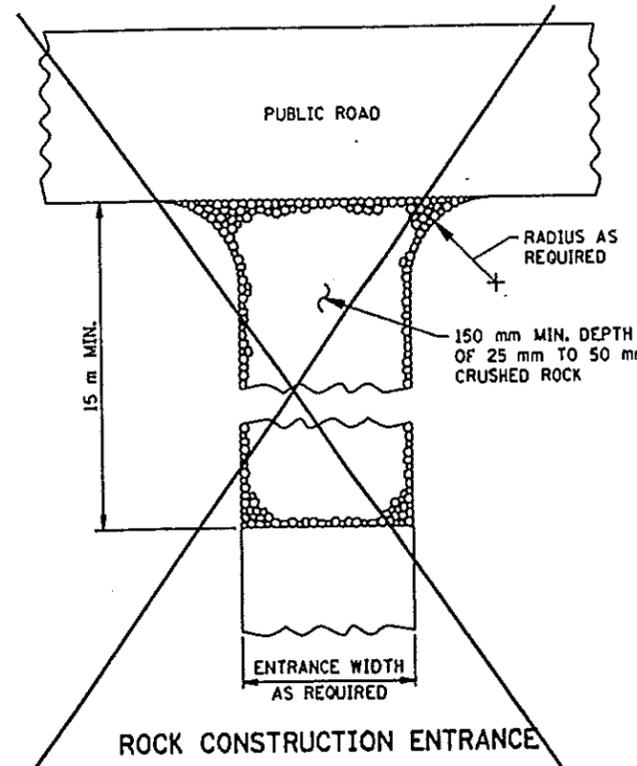
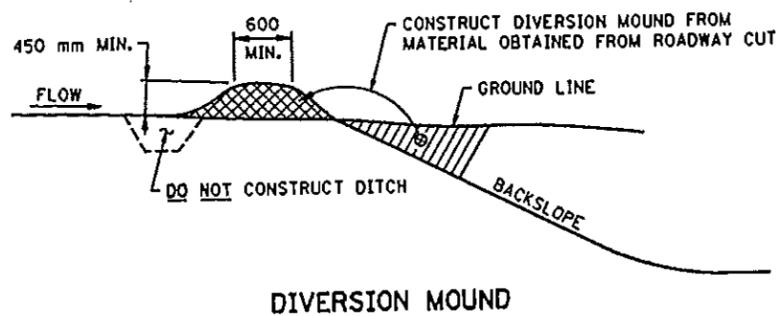
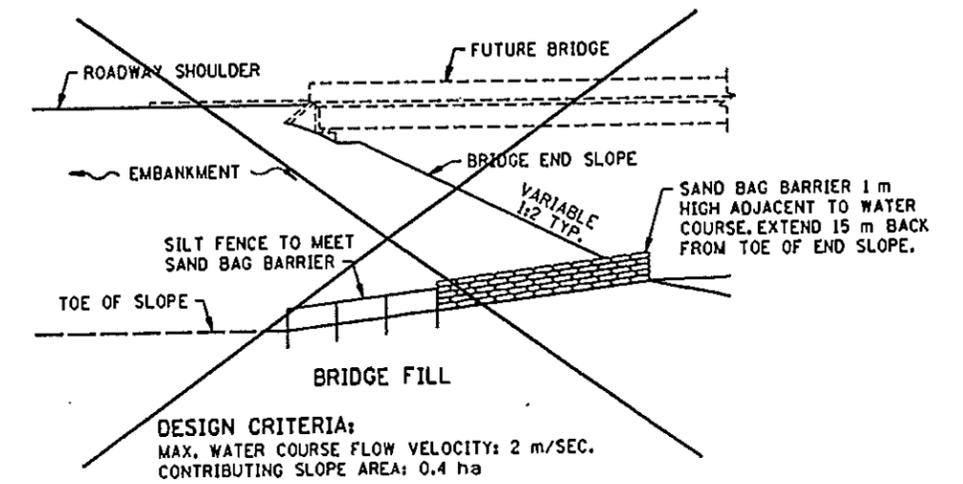
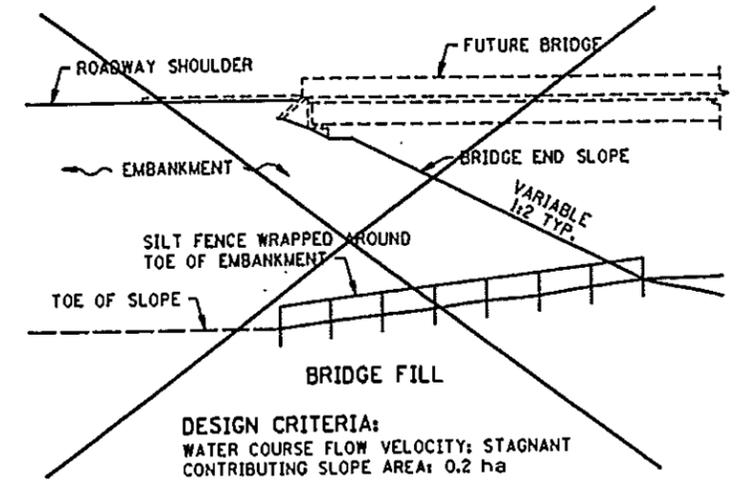
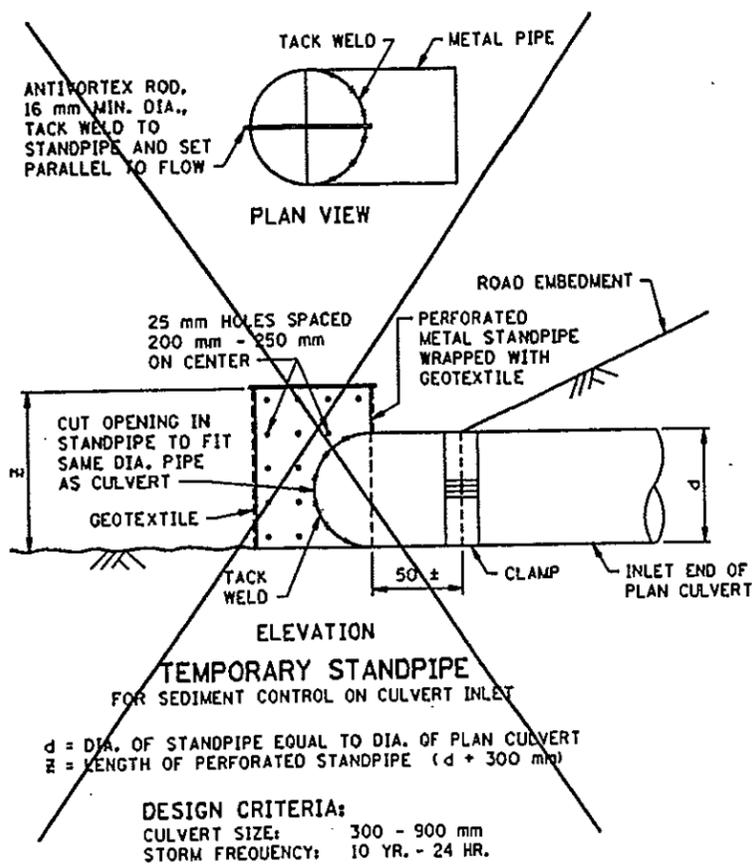
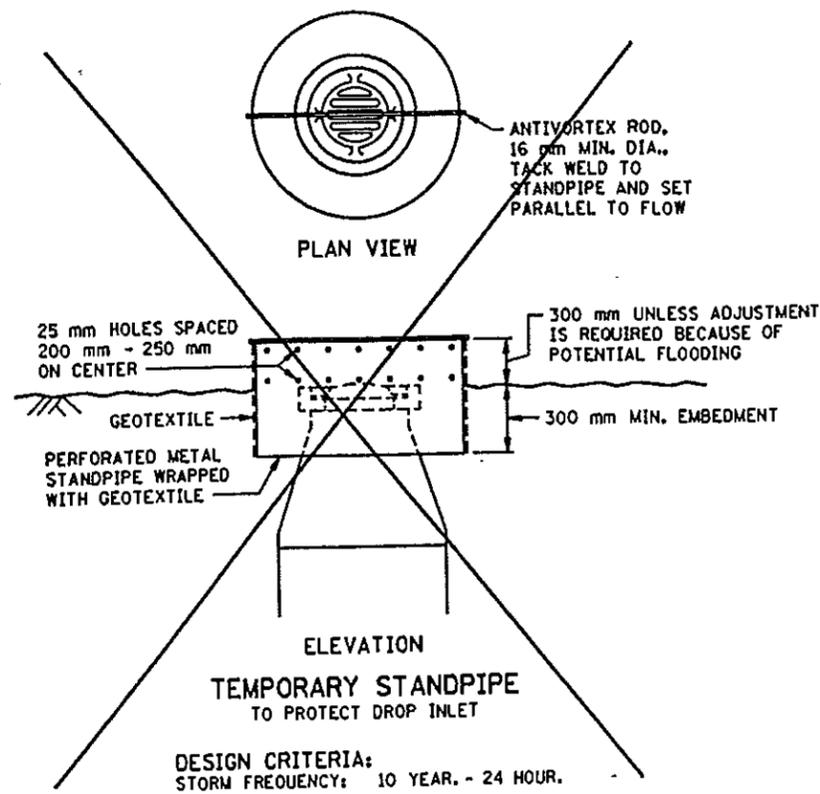
NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

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David D. Jelliff
Date 10-23-97 Reg. No. 23409

STANDARD SHEET NO.
5-297.405M (2 OF 3)
STANDARD APPROVED:
MAY 1, 1995

TEMPORARY EROSION CONTROL

STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 42 OF 57 SHEETS



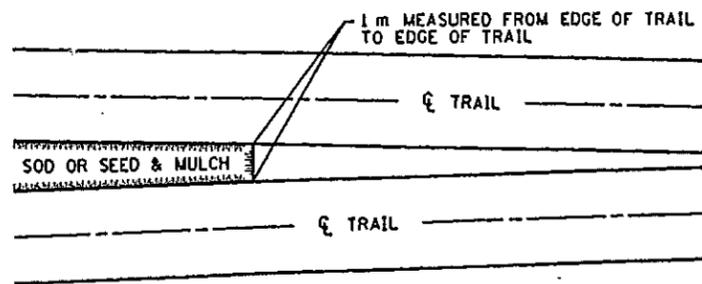
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Date 10/28/97

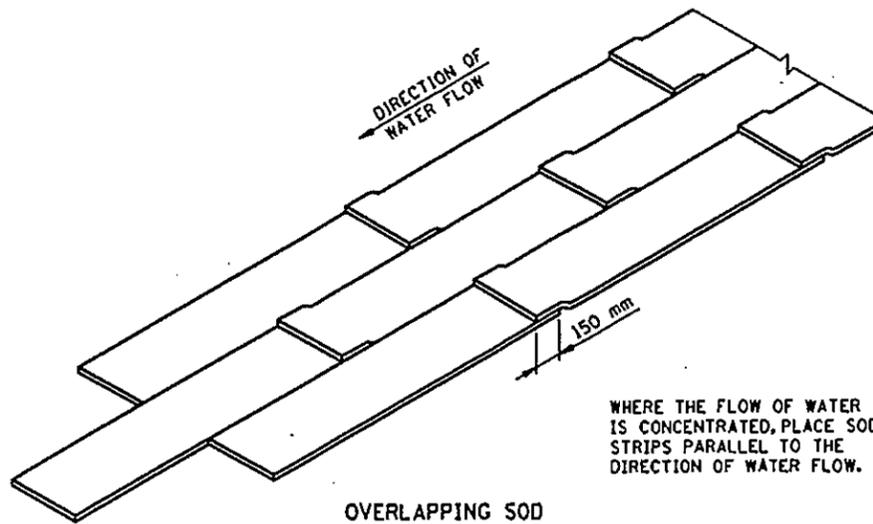
23401

NOTE: ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT AS NOTED.

STANDARD SHEET NO. 5-297.405M (3 OF 3)	TITLE TEMPORARY EROSION CONTROL
STANDARD APPROVED MAY 1, 1995	
STATE PROJ. NO. S.P. 141-090-05	SHEET NO. 43 OF 57 SHEETS

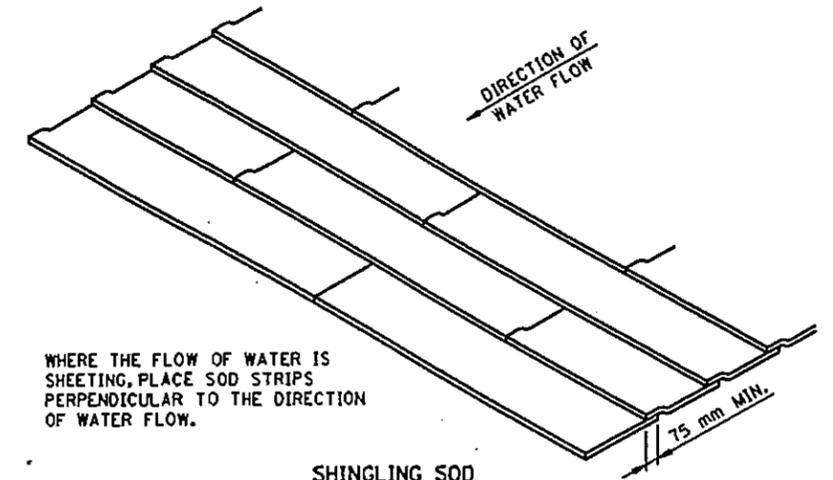


SODDING LIMITS AT GORE AREA



OVERLAPPING SOD

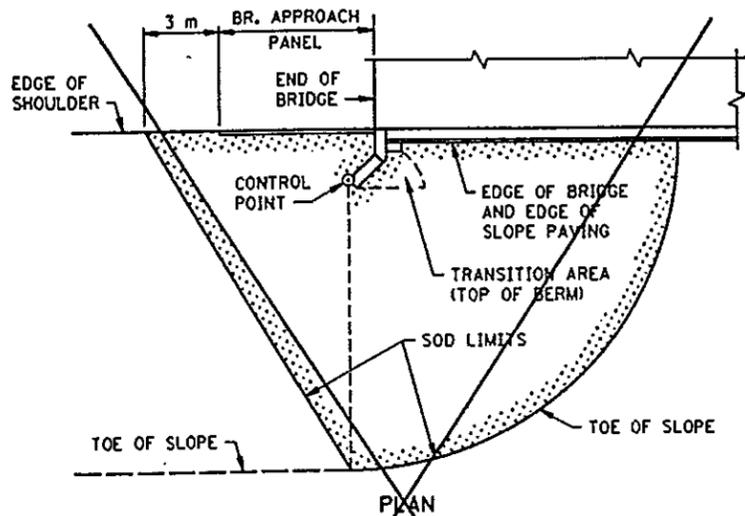
WHERE THE FLOW OF WATER IS CONCENTRATED, PLACE SOD STRIPS PARALLEL TO THE DIRECTION OF WATER FLOW.



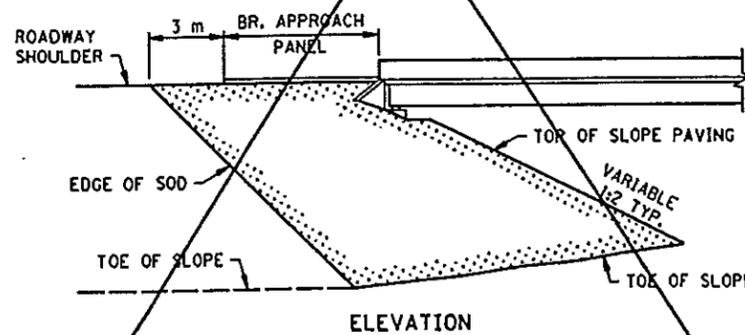
SHINGLING SOD

WHERE THE FLOW OF WATER IS SHEETING, PLACE SOD STRIPS PERPENDICULAR TO THE DIRECTION OF WATER FLOW.

SPECIAL SOD PLACEMENT TECHNIQUES

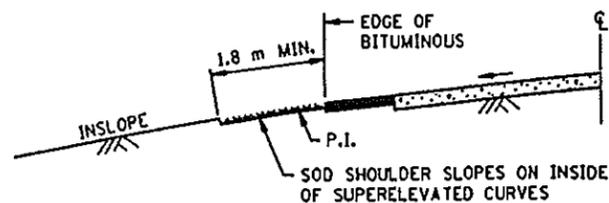


PLAN

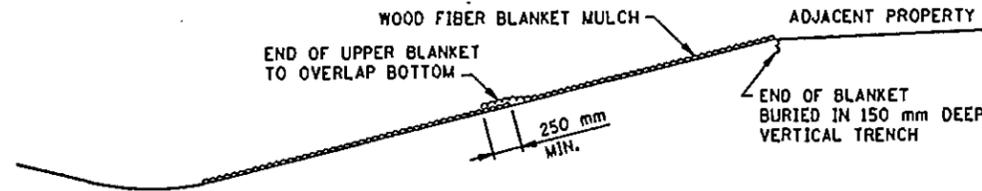


ELEVATION

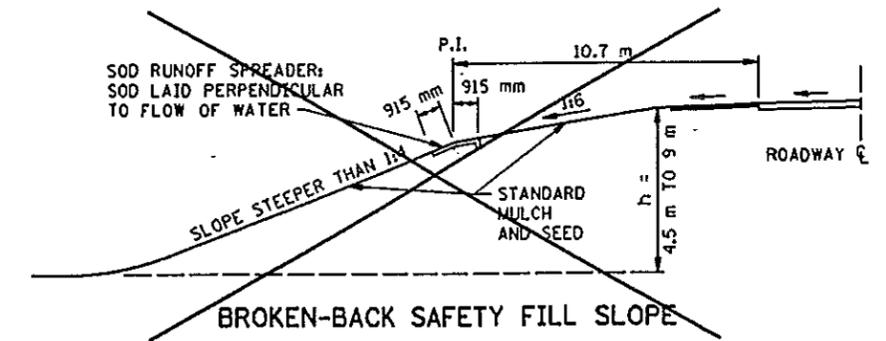
SODDING LIMITS AT BRIDGE APPROACH FILLS



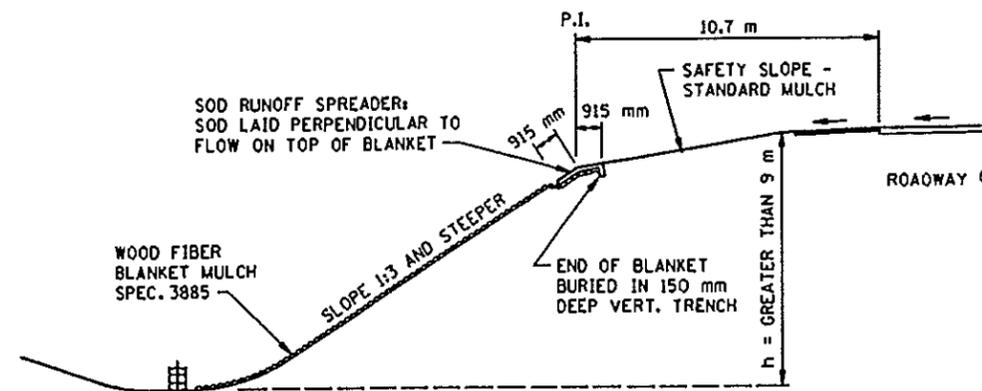
SODDING INSLOPES OF SUPERELEVATED CURVES



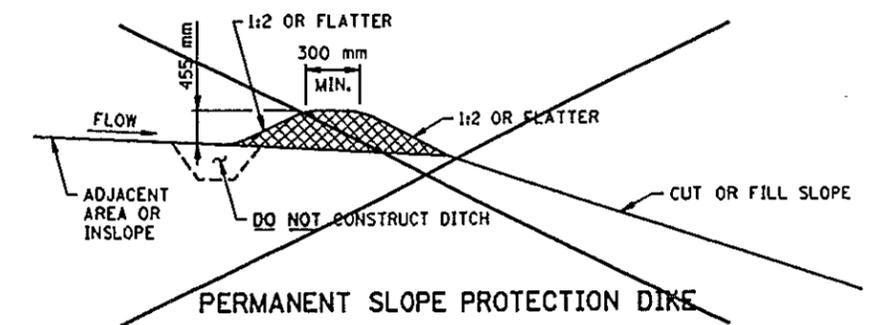
WOOD FIBER BLANKET INSTALLATION ON A CUT SLOPE



BROKEN-BACK SAFETY FILL SLOPE



WOOD FIBER BLANKET INSTALLATION ON AN INSLOPE (WHEN REQUIRED)



PERMANENT SLOPE PROTECTION DIKE

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.
 Date 10-22-97 Reg. No. 1023409

4-27-95

STANDARD SHEET NO. 5-297,406M

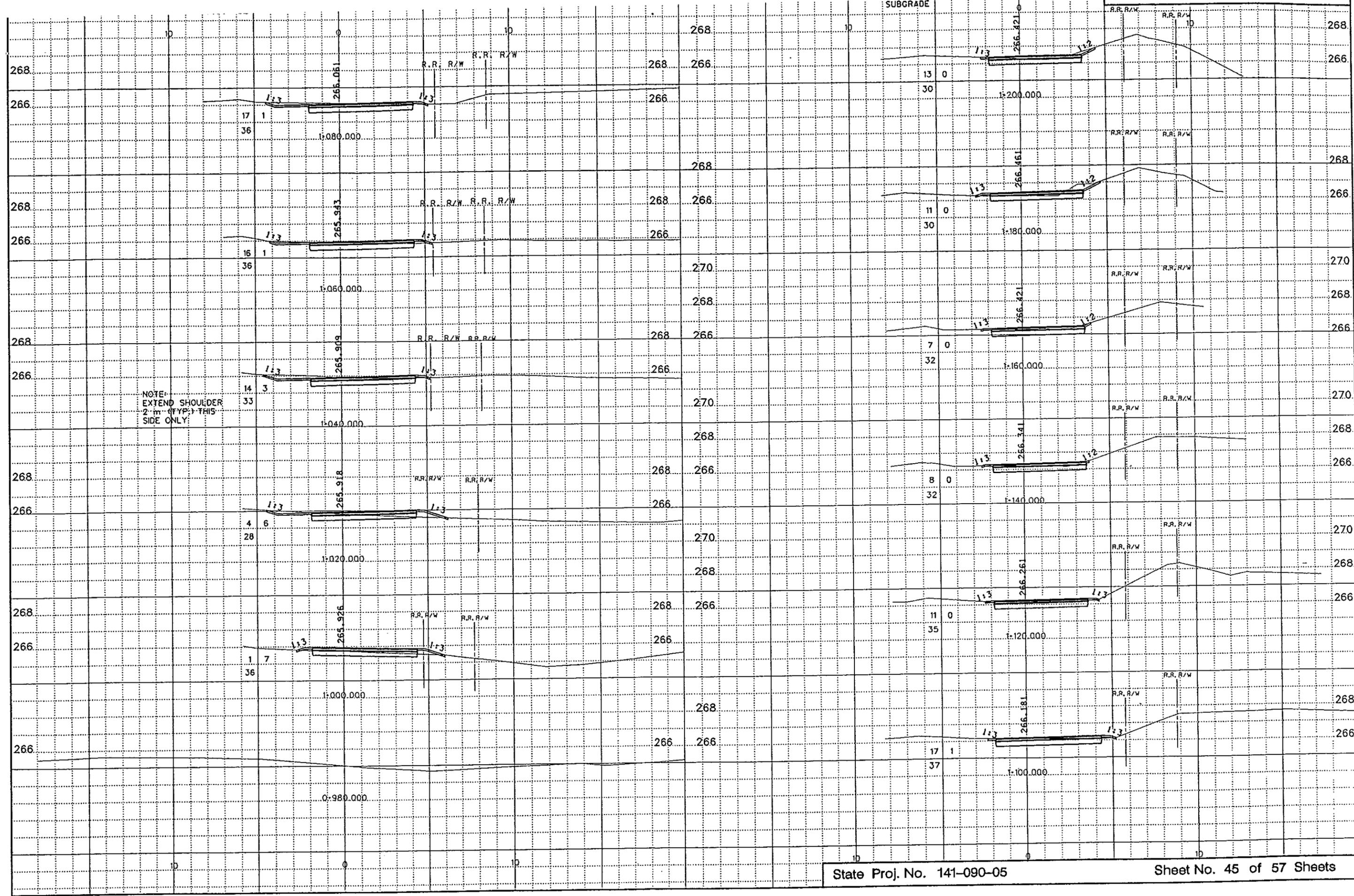
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TITLE:

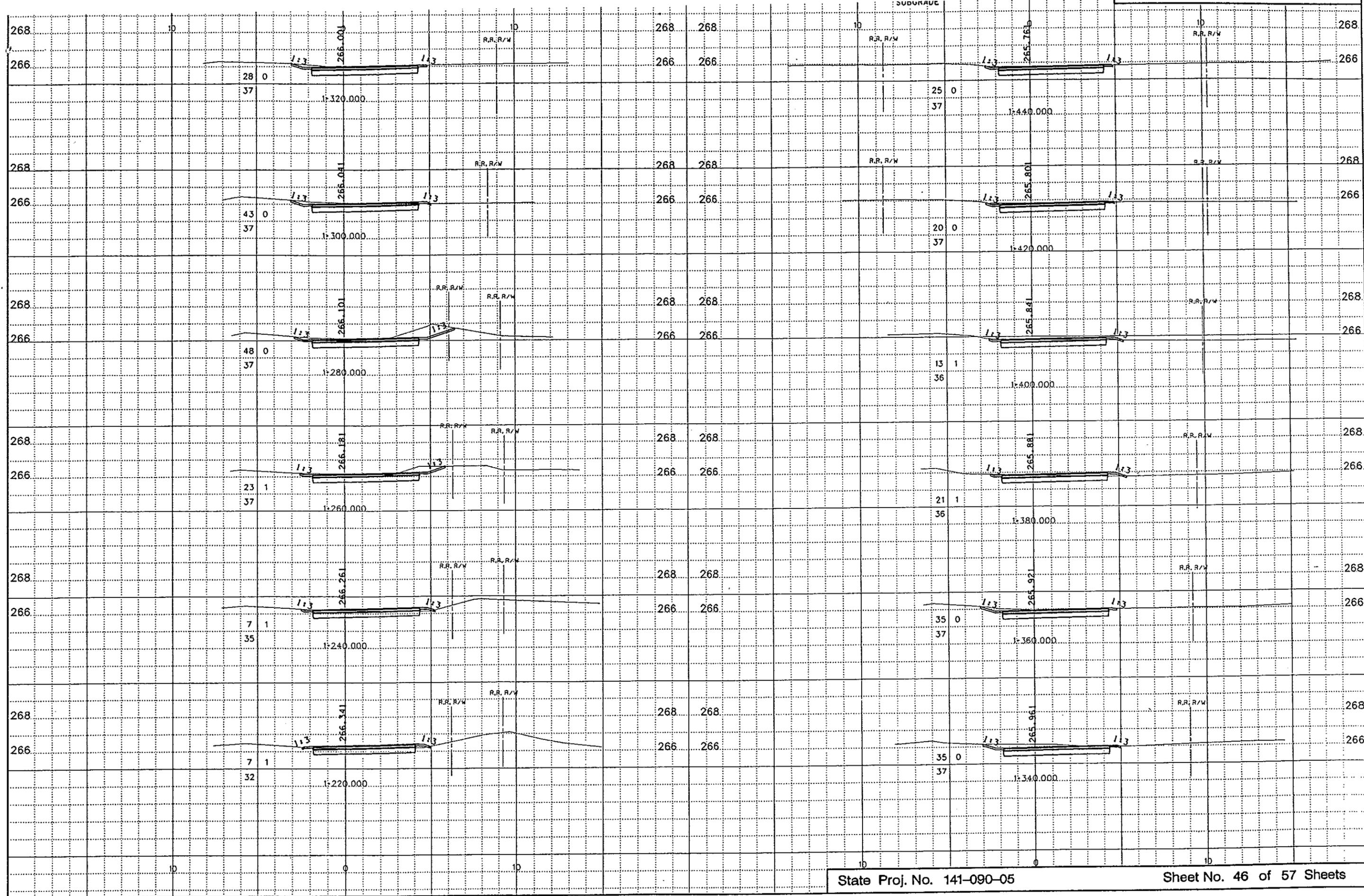
PERMANENT EROSION CONTROL ALONG ROADWAYS AND AT GORE AREAS & BRIDGE APPROACH FILLS

STATE PROJ. NO. S.P. 141-090-05 SHEET NO. 44 OF 57 SHEETS

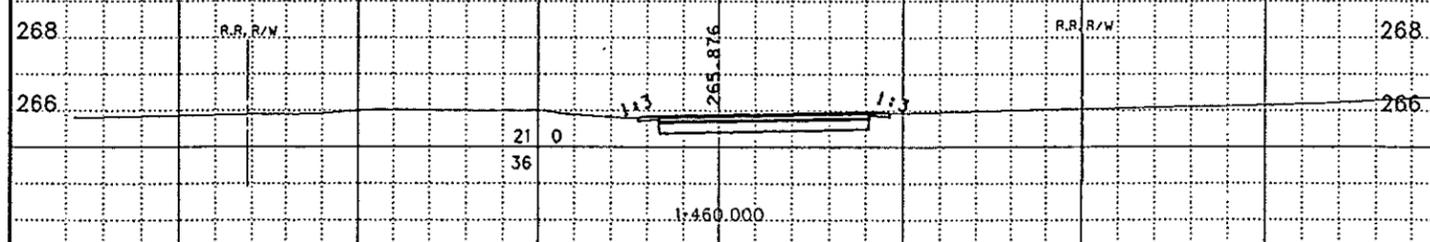
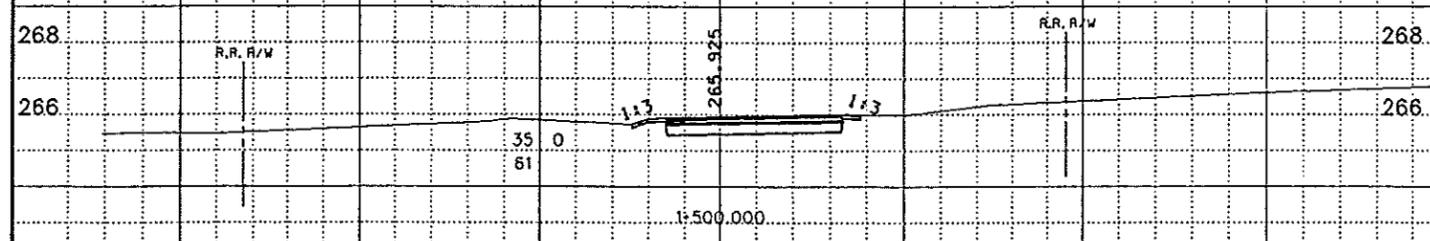
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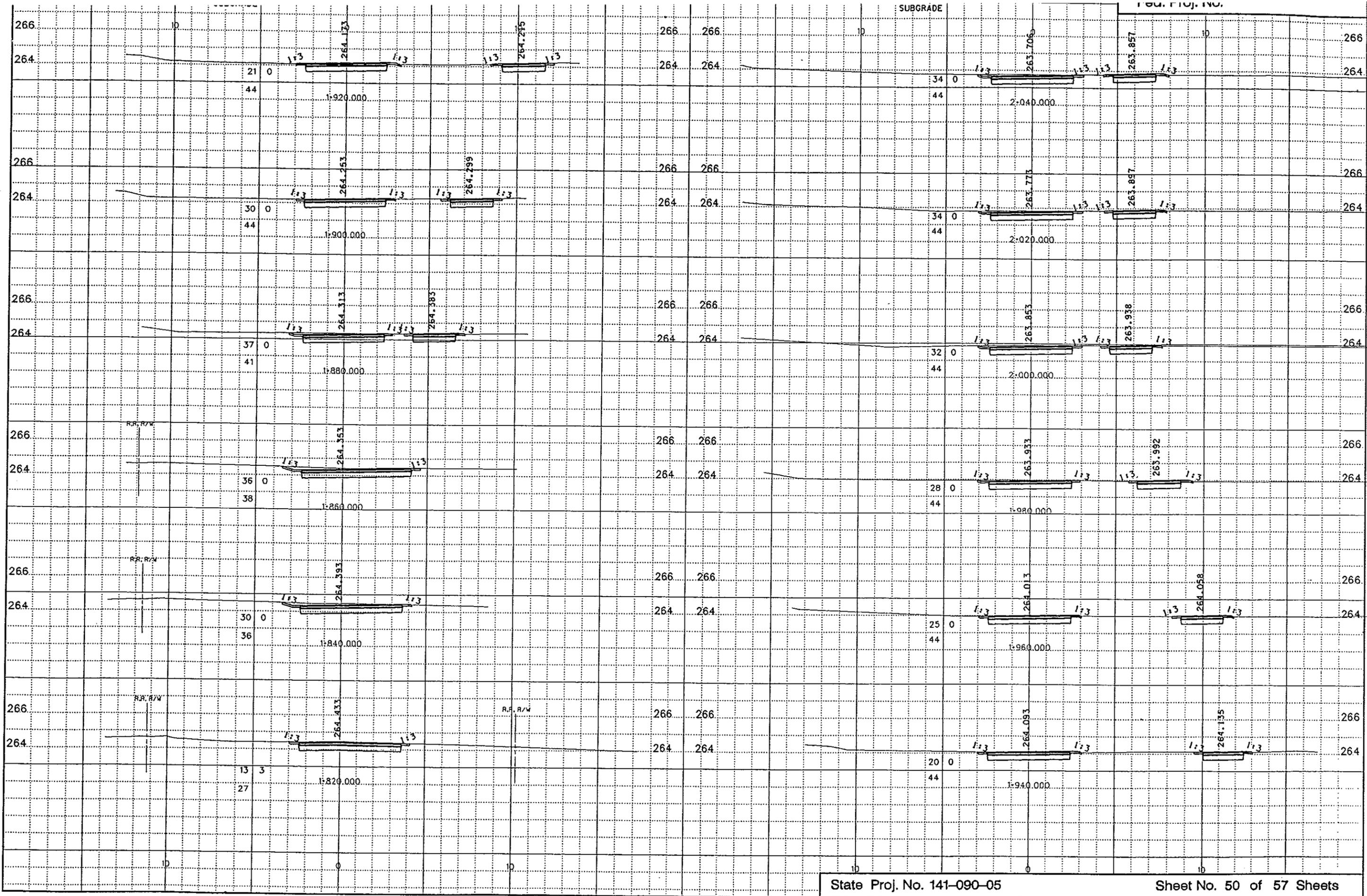


SUBGRADE



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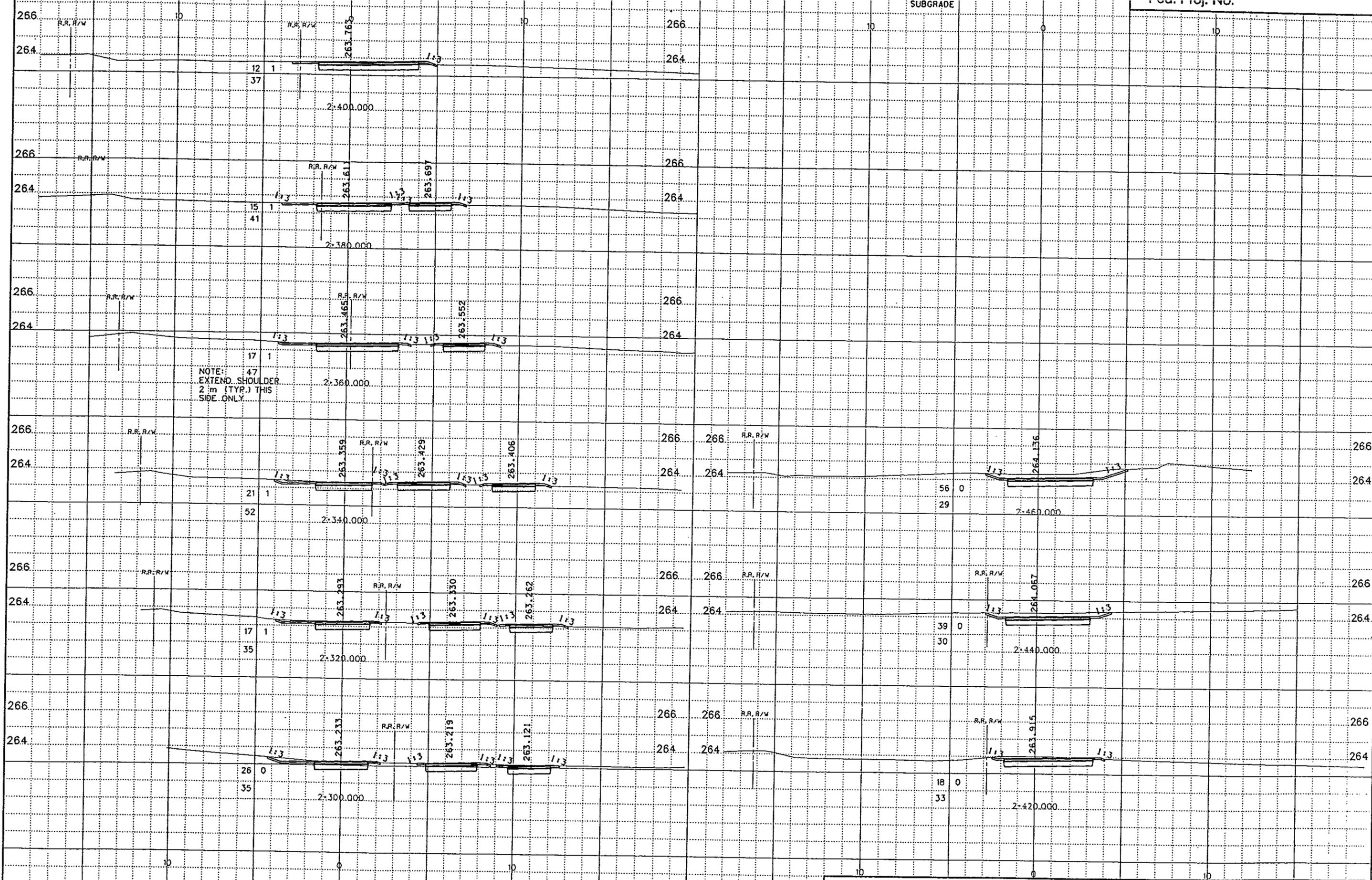
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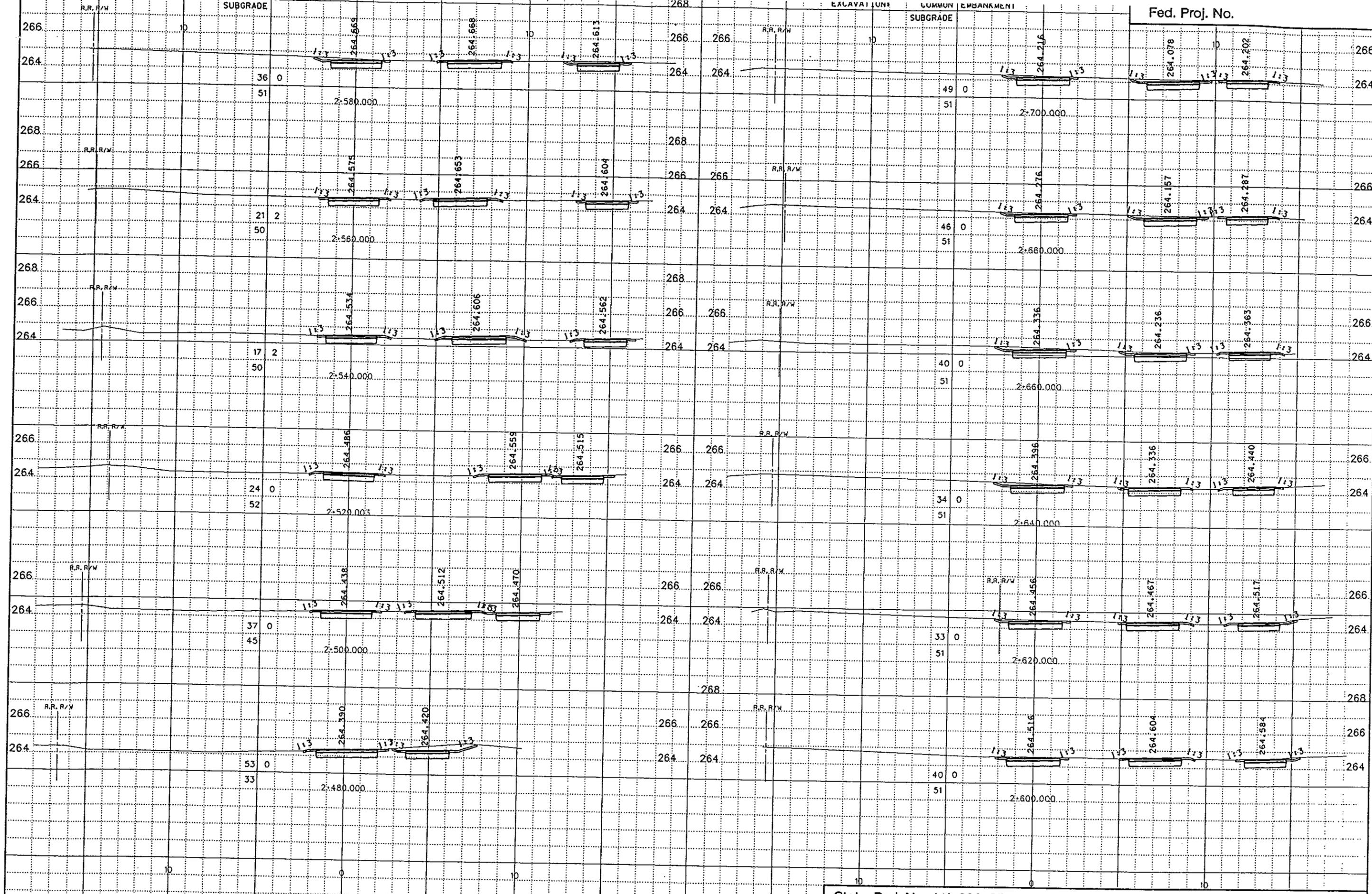
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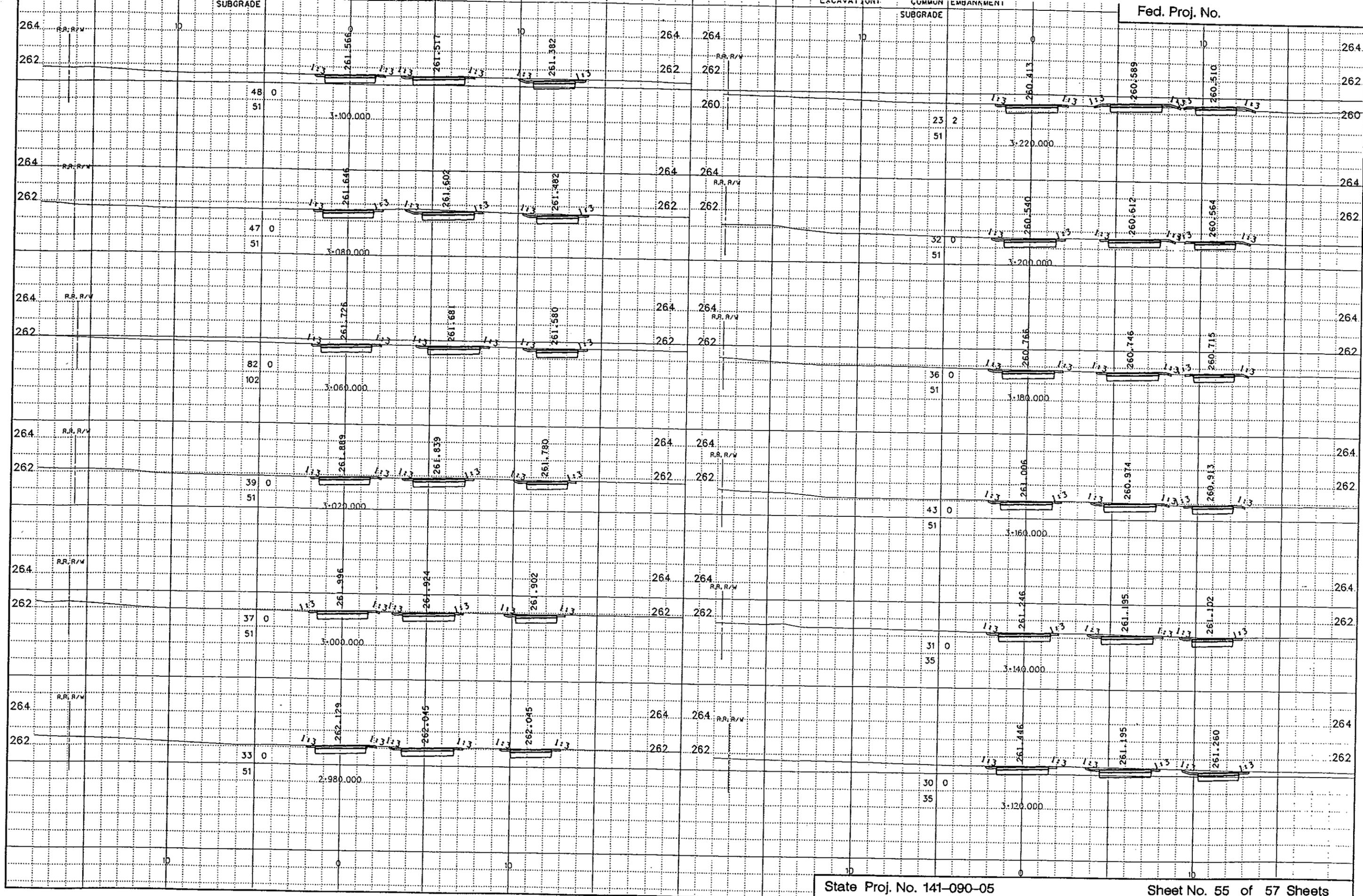
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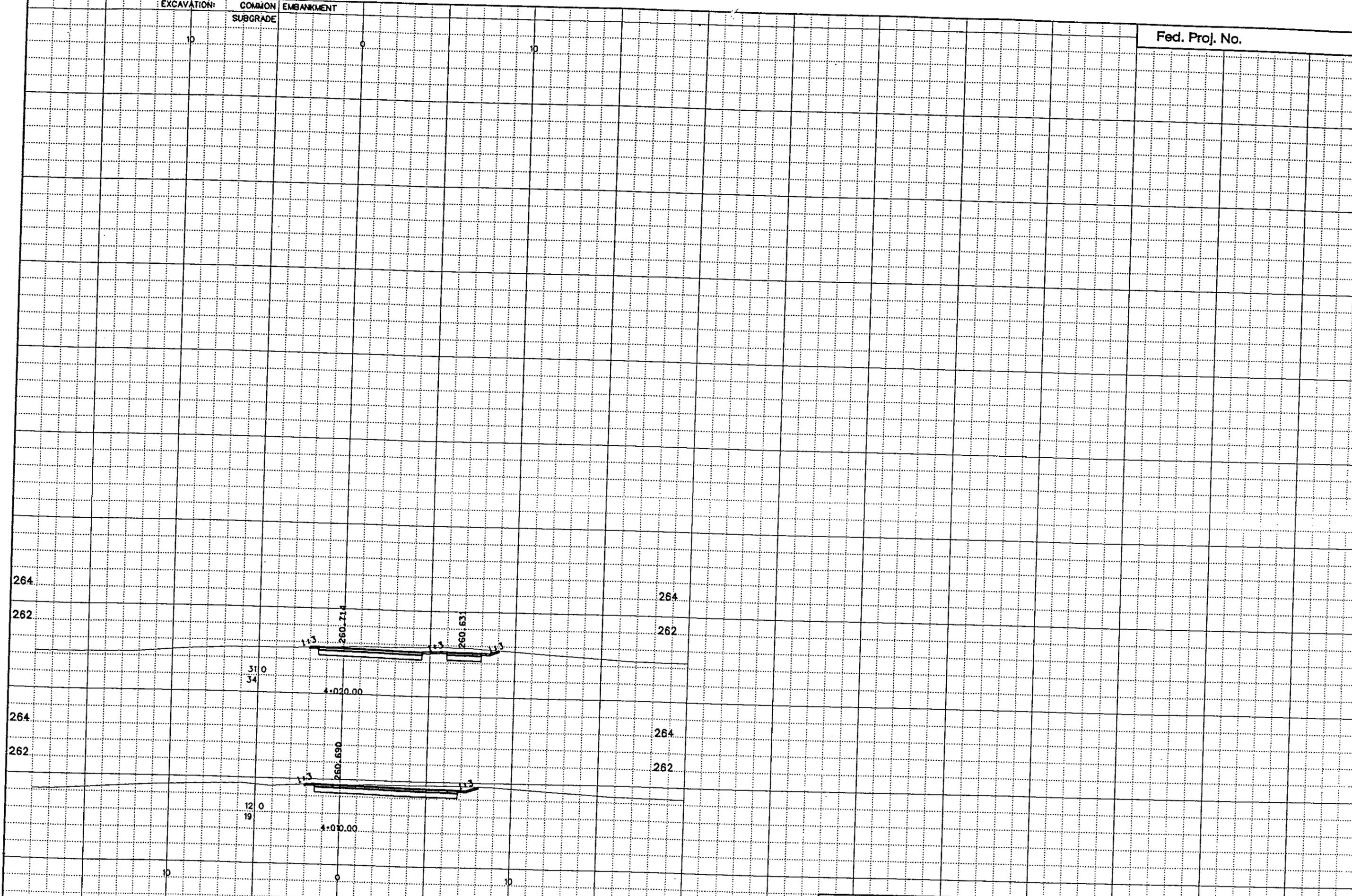


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EXCAVATION: COMMON EMBANKMENT
SUBGRADE

Fed. Proj. No.



**Midtown Greenway
Phase I**

MIDTOWN GREENWAY TRAIL

RESOLUTION NO. 36-HCRRRA-95

The following resolution was offered by Commissioner Opat, seconded by Commissioner Tambornino:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, the HCRRRA, the City, and the neighborhoods are proposing to develop a master plan for the LRT and bicycle transportation improvements within the corridor owned by HCRRRA; and

WHEREAS, the City and HCRRRA desire to enter into an agreement to develop a master plan for the Corridor and engineering plans for the first stage of construction, and provide for a division of cost for planning and construction of the bicycle trail between France Avenue and I-35W as an integral part of the Hennepin Community Works initiative,

BE IT RESOLVED, that Agreement No. A09775 with the City of Minneapolis, providing for planning, engineering and bikeway construction in the 29th Street Rail Corridor, between France Avenue and Hiawatha Avenue in the City of Minneapolis, for an indefinite time period commencing with Board approval, at a Hennepin County Regional Railroad Authority (HCRRRA) cost not to exceed \$304,200, be approved, and that the Chair be authorized to sign the Agreement on behalf of the Authority.

The question was on the adoption of the resolution and there were 4 YEAS and 1 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	—	—
Sandra Hilary	<u>X</u>	—	—
Mark Andrew	—	—	<u>ABSENT</u>
Randy Johnson	—	—	<u>ABSENT</u>
Mary Tambornino	<u>X</u>	—	—
Penny Steele	—	<u>X</u>	—
Peter McLaughlin, Chair	<u>X</u>	—	—

RESOLUTION ADOPTED SEPTEMBER 12, 1995

ATTEST: Mary Tambornino
Mary Tambornino, Secretary

MIDTOWN GREENWAY - PHASE I
FRANCE TO 5TH AVE.

SECOND AMENDMENT TO PERMIT AGREEMENT NO. AO9775

THIS AGREEMENT, made and entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY ("Permitter"), a Minnesota political subdivision, and the City of Minneapolis ("Permittee"), a Minnesota political subdivision;

WITNESSETH:

WHEREAS, Permitter and Permittee entered into a certain Permit Agreement bearing Agreement No. AO9775 and the First Amendment to Permit Agreement No. AO9775, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Rail Authority "29th Street Rail Corridor", said Permit and ~~First~~ Amendment being set forth in Exhibit "D", attached hereto and made a part hereof by reference;

WHEREAS, Permitter and Permittee desire to amend the Permit in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

Clause 5. "Premises" of the Permit is hereby amended by substituting the following therefor:

5. Premises

HCRRA hereby agrees to grant certain rights and benefits to the City hereinafter described with regard to that certain real property described as follows:

That part of HCRRA's right of way, located in the City of Minneapolis, between France Ave. So. and 5th Ave. So., the northerly limits being the northerly HCRRA property line and the southerly limits being the southerly construction limits shown on the construction plans for the 29th St. Midtown Greenway - Phase I, attached hereto as, Exhibit "A1"

The said real estate shall be hereinafter described as the "Premises."

The effective date of this First Amendment to Permit Agreement No. AO9775 is June 1, 2003.

Except as herein above amended, the terms, conditions and provisions of Permit Agreement No. AO9775, shall apply to and govern the provisions of this Agreement.

MINNESOTA DEPARTMENT OF TRANSPORTATION MINNEAPOLIS DEPT. OF PUBLIC WORKS

CONSTRUCTION PLAN FOR TRAIL AND GRADING IMPROVEMENTS

29TH STREET MIDTOWN GREENWAY - PHASE I

MPLS. DEPARTMENT
OF PUBLIC WORKS
STATE PROJ. NO. 141-090-03

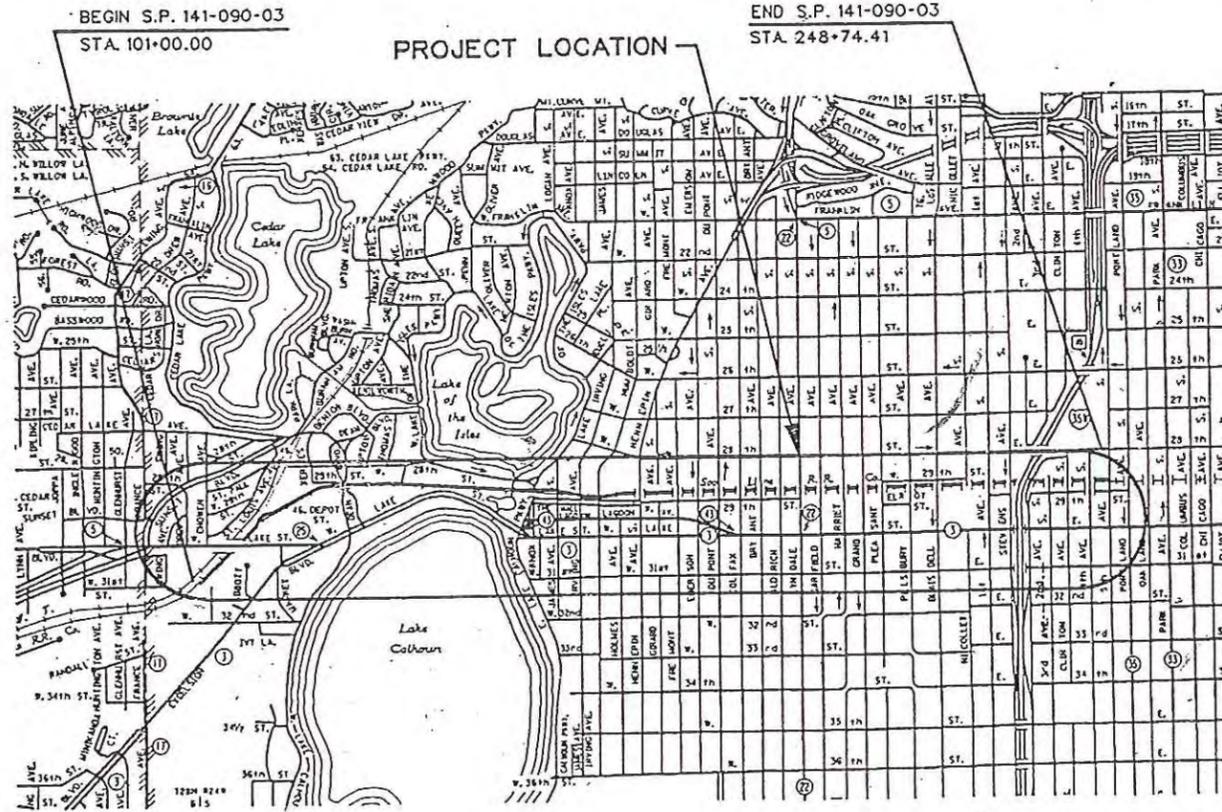
BETWEEN INTERSECTION OF CHOWEN AND 29TH STREET RAILROAD
AVE. AND 31ST STREET CORRIDOR AND 5TH AVE.

GROSS LENGTH 14,774.41 FEET 2.798 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 14,774.41 FEET 2.798 MILES

FROM A POINT 270 FEET SOUTH AND 1210 FEET EAST OF THE NORTHWEST
CORNER OF SECTION 5, TOWNSHIP 28, RANGE 24, HENNEPIN COUNTY, MINNESOTA

TO A POINT 700 FEET NORTH AND 300 FEET WEST OF THE SOUTHEAST
CORNER OF SECTION 34, TOWNSHIP 29, RANGE 24, HENNEPIN COUNTY, MINNESOTA

*MIDTOWN
GREENWAY
TRAIL
EXHIBIT A1*



SCALES

PLAN	50'
PROFILE	5' V 50' H
INDEX MAP	1500'
GENERAL LAYOUT	200'
X-SECTION	10' V 10' H

DESIGN SPEED NOT ACHIEVED AT:

STA 74+49.00 TO STA 74+65.55	STOP CONDITION
STA 20+01.70 TO STA 20+37.13	15 MPH HOR. CURVE
STA 40+06.82 TO STA 40+22.02	STOP CONDITION
STA 52+50.74 TO STA 52+66.40	STOP CONDITION
STA 60+08.71 TO STA 60+21.66	STOP CONDITION
STA 150+68.64 TO STA 153+25.68	LESS THAN MIN. WIDTH
STA 154+55.84 TO STA 156+11.93	LESS THAN MIN. WIDTH
STA 70+00.00 TO STA 70+40.00	STOP CONDITION
STA 73+30.00 TO STA 74+70.00	STOP CONDITION
STA 21+35.00 TO STA 21+65.00	STOP CONDITION
STA 40+07.00 TO STA 40+27.00	STOP CONDITION
STA 42+40.00 TO STA 42+60.00	STOP CONDITION
STA 50+00.00 TO STA 50+20.00	STOP CONDITION
STA 52+55.00 TO STA 52+75.00	STOP CONDITION
STA 60+07.00 TO STA 60+27.00	STOP CONDITION
STA 63+40.00 TO STA 63+60.00	STOP CONDITION
STA 101+40.50	

DESIGN DATA

FUNCTIONAL CLASSIFICATION	N/A
NO. OF TRAFFIC LANES	N/A
NO. OF PARKING LANES	N/A
STRUCTURAL DESIGN	N/A
R VALUE	N/A
DESIGN SPEED	20 MPH
BASED ON SIGHT DISTANCE	STOPPING
HEIGHT OF EYE	3.75'
HEIGHT OF OBJECT	0.0'

STATE PROJ. NO.
141-090-03

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

PLAN SYMBOLS

- STATE LINE
- COUNTY LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT-OF-WAY LINE
- PRESENT RIGHT-OF-WAY LINE
- CONTROL OF ACCESS LINE
- PROPERTY LINE (Except Land Lines)
- VACATED PLATTED PROPERTY
- CORPORATE OR CITY LIMITS
- TRUNK HIGHWAY CENTER LINE
- RETAINING WALL
- RAILROAD
- RAILROAD RIGHT-OF-WAY LINE
- RIVER OR CREEK
- DAY RUN
- DRAINAGE DITCH
- DRAIN TILE
- CULVERT
- DROP INLET
- GUARD RAIL
- BAMBED WIRE FENCE
- WOVEN WIRE FENCE
- CHAIN LINK FENCE
- RAILROAD SNOW FENCE
- STONE WALL OR FENCE
- HEDGE
- RAILROAD CROSSING SIGN
- RAILROAD CROSSING BELL
- ELECTRIC MARKING SIGN
- CROSSING GATE
- MEANDER CORNER
- SPRINGS
- MARSH
- TIMBER
- ORCHARD
- BAUGH
- NURSERY
- CATCH BASIN
- FIRE HYDRANT
- CATTLE GUARD
- OVERPASS (Highway Over)
- UNDERPASS (Highway Under)
- BRIDGE
- BUILDING (One Story Frame)
- P-FRAME
- C-CONCRETE
- S-STONE
- T-TILE
- B-BRICK
- ST-STUCCO
- IRON PIPE OR ROD
- MONUMENT (STONE, CONCRETE, OR METAL)
- WOODEN PILE
- GRAVEL PIT
- SAND PIT
- BORROW PIT
- ROCK QUARRY

UTILITY SYMBOLS

- POWER POLE LINE
- TELEPHONE OR TELEGRAPH POLE LINE
- JOINT TELEPHONE AND POWER ON POWER POLES
- ON TELEPHONE POLES
- ANCHOR
- STEEL TOWER
- STREET LIGHT
- PEDESTAL TELEPHONE CABLE TERMINAL
- CONDUIT
- TELEPHONE CABLE IN CONDUIT
- ELECTRIC CABLE IN CONDUIT
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- BUNDLED TELEPHONE CABLE
- BUNDLED ELECTRIC CABLE
- AERIAL TELEPHONE CABLE
- SEWER, (SANITARY)
- SEWER, (STORM)
- SEWER MANHOLE
- MANHOLE

MINNESOTA PROJECT NO. STP 2796 (069)

GOVERNING SPECIFICATIONS

THE 1988 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AS AMENDED BY THE JANUARY 02, 1991 SUPPLEMENTAL SPECIFICATION SHALL GOVERN.

INDEX

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	GENERAL LAYOUT
4	CONSTRUCTION/SOILS NOTES, STANDARD PLATES, AND EARTHWORK SUMMARY
5-6	SIGNING & STRIPING DETAILS
7	RETAINING WALL DETAILS
8	MISCELLANEOUS DETAILS
9	TYPICAL SECTIONS
10-12	ALIGNMENT PLAN AND TABULATION
13	TABULATIONS
14-24	CONSTRUCTION PLANS AND PROFILES
25	RAMP PROFILES
26-31	ELECTRICAL LIGHTING PLAN
32	ELECTRICAL LIGHTING DETAILS
33-37	EROSION CONTROL DETAILS
38-83	CROSS SECTIONS

THIS PLAN CONTAINS 83 SHEETS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ENGR. _____
Date _____ Reg. No. _____

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

L. ARCH. _____
Date _____ Reg. No. _____

SRI CONSULTING GROUP, INC.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

E. ENGR. _____
Date _____ Reg. No. _____

**CAIN OUSE ASSOCIATES
CONSULTING ENGINEERS**

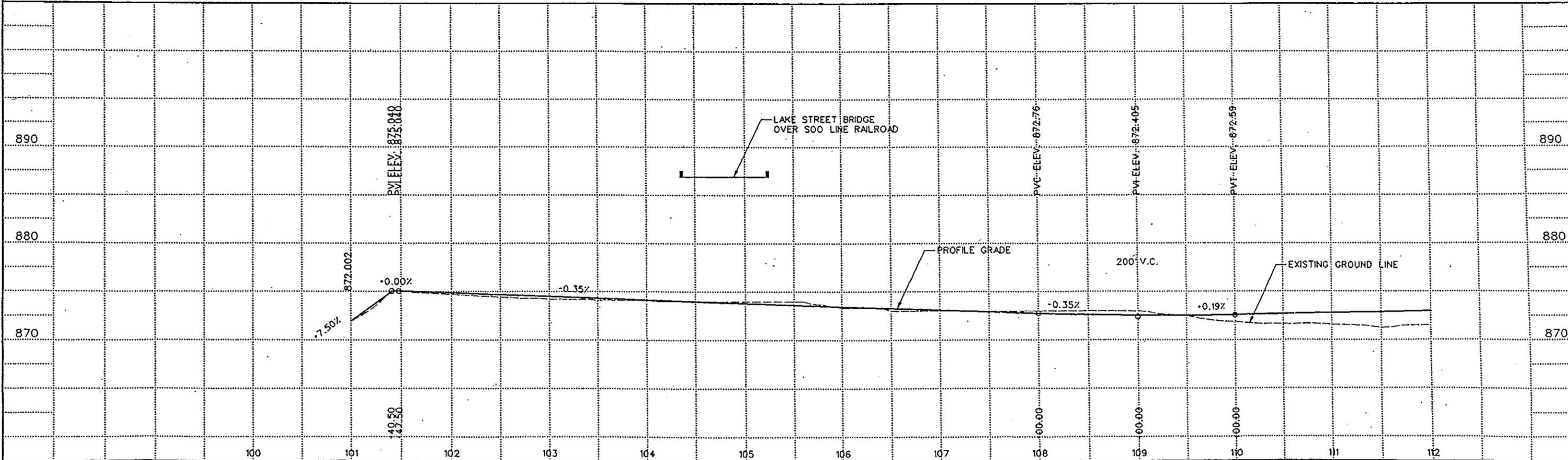
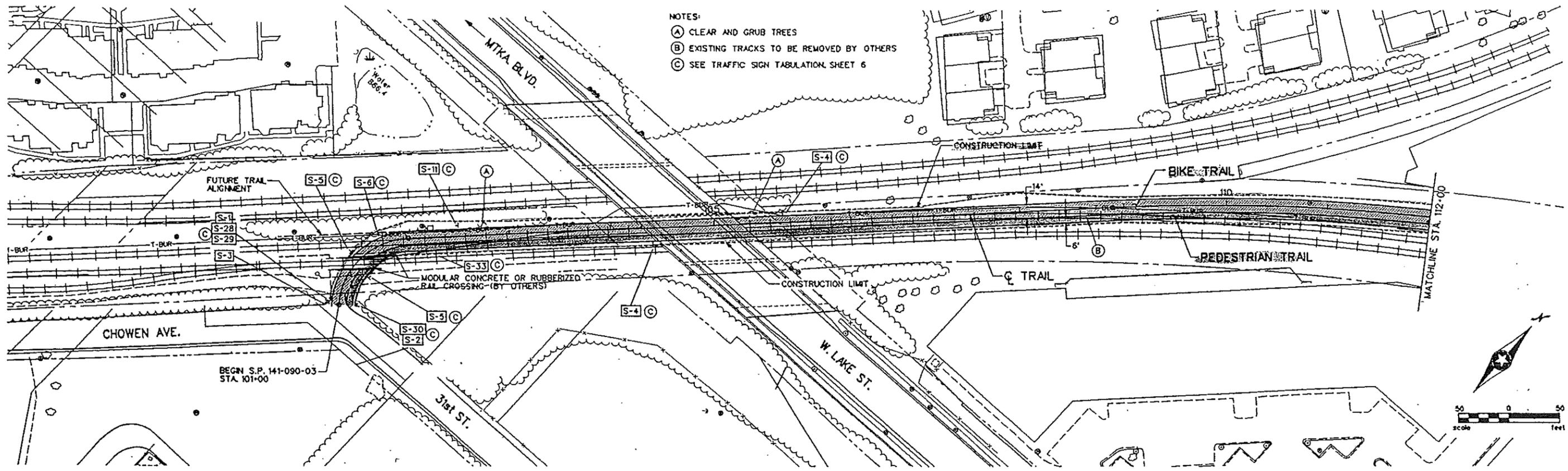
Recommended for Approval _____ 19 _____
MINNEAPOLIS DEPT. OF PUBLIC WORKS

Recommended for Approval _____ 19 _____
METRO-ASSISTANT DIVISION
ENGINEER-STATE AID

Recommended for Approval _____ 19 _____
FOR STATE AID DIVISION

Approved _____ 19 _____
STATE AID ENGINEER

MPLS. DEPT. OF PUBLIC WORKS PROJ. NO. _____
STATE PROJECT NO. 141-090-03 SHEET NO. 1 OF 83 SHEETS



NO	DATE	BY	CHKD	APPR	REVISION

NAME: CP1348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date: _____ Reg. No. _____

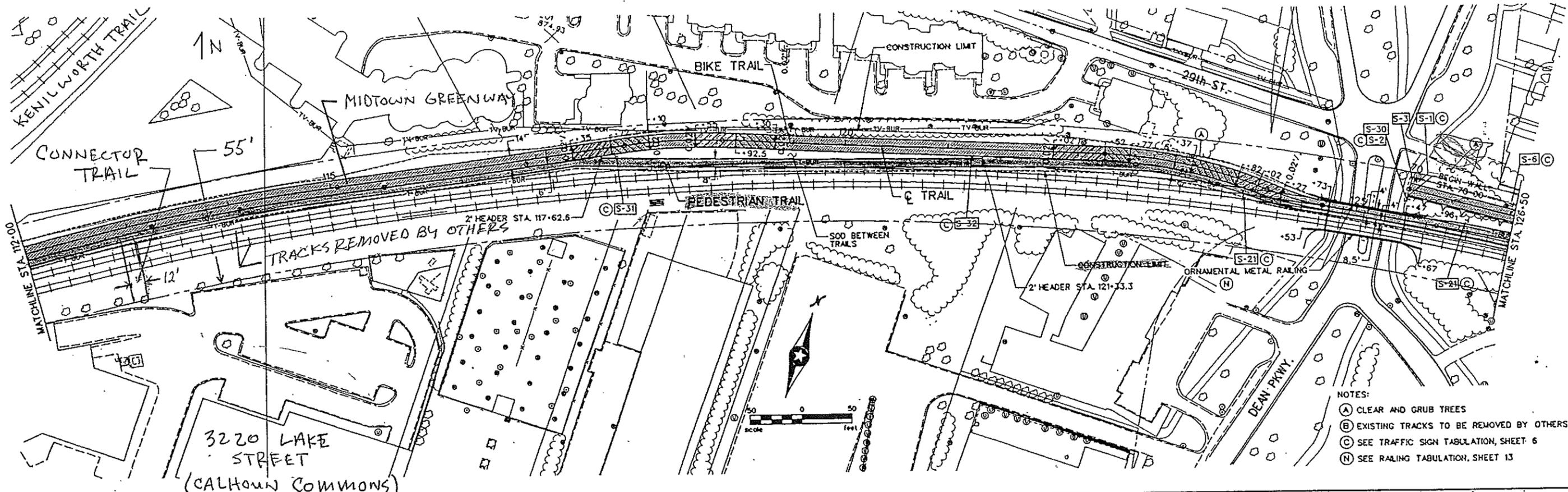
STATE AID PROJECT NO. 141-090-03
CITY PROJECT NO. _____

DRAWN BY DATE L. VAN DRASEK 5-96
DESIGNED BY R. LEWIS 5-96
CHECKED BY D. J. JEFF 5-96
CONSULT. NO. 0952348

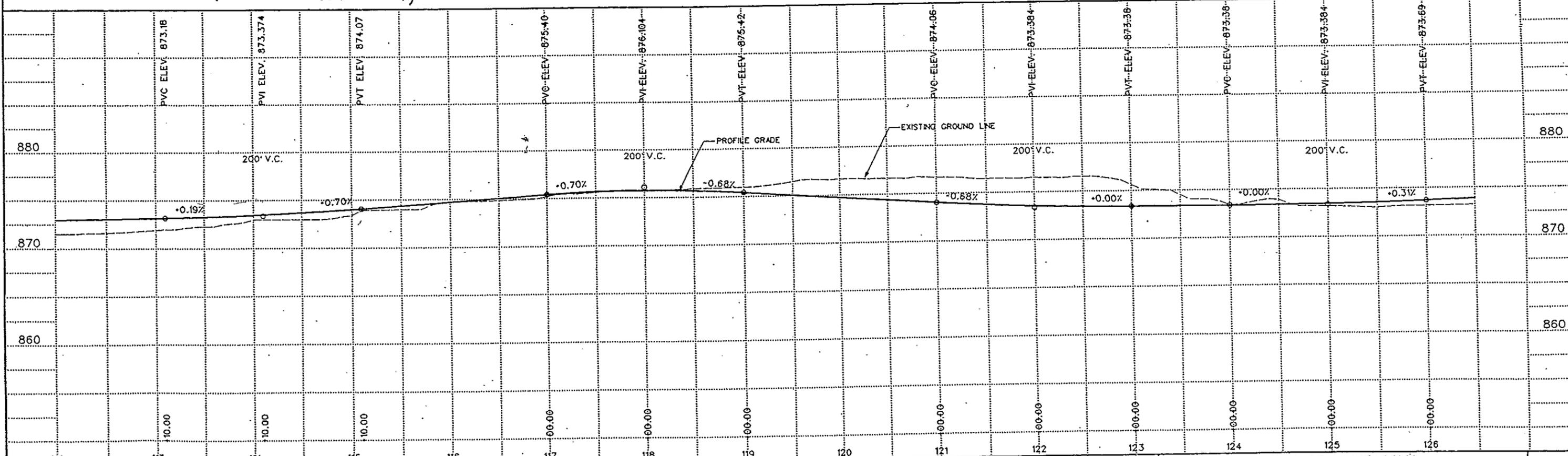


CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA. 101+00 TO STA. 112+00

SHEET 14 OF 83



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) EXISTING TRACKS TO BE REMOVED BY OTHERS
 - (C) SEE TRAFFIC SIGN TABULATION, SHEET 6
 - (N) SEE RAILING TABULATION, SHEET 13



NO.	DATE	BY	CHKD	APPR	REVISION

NAME: CP2 348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date: _____ Reg. No. _____

STATE AND PROJECT NO.
141-090-03

CITY PROJECT NO.

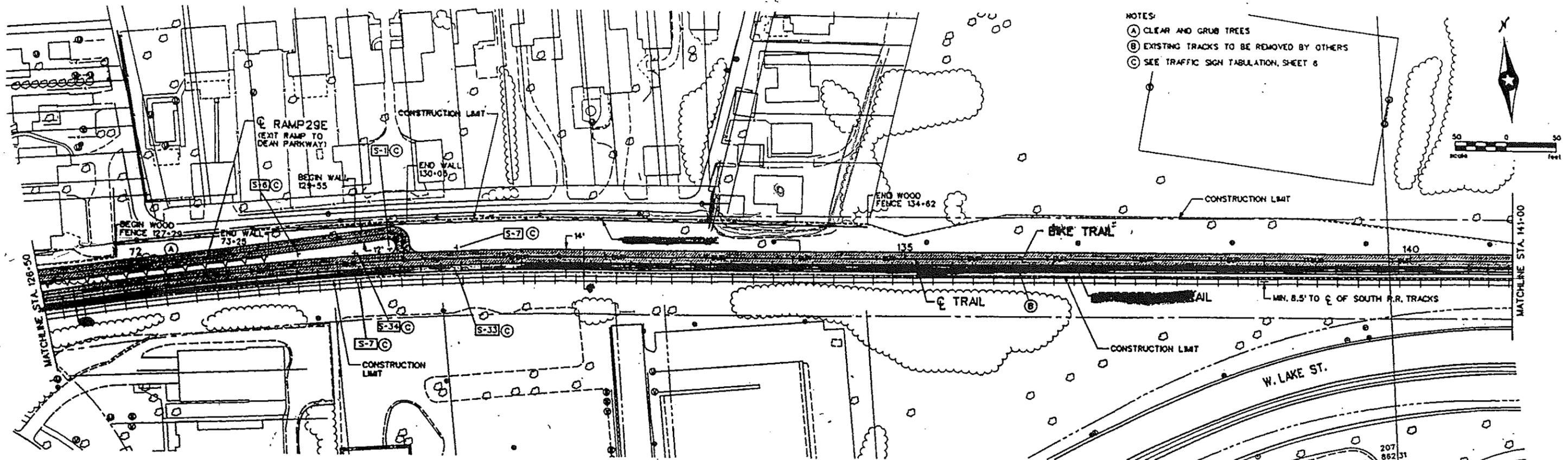
DRAWN BY: L. VAN DRASEK DATE: 5-96
DESIGNED BY: R. LEWIS DATE: 5-96
CHECKED BY: D. ALLEN DATE: 5-96

COMM. NO. 0952348

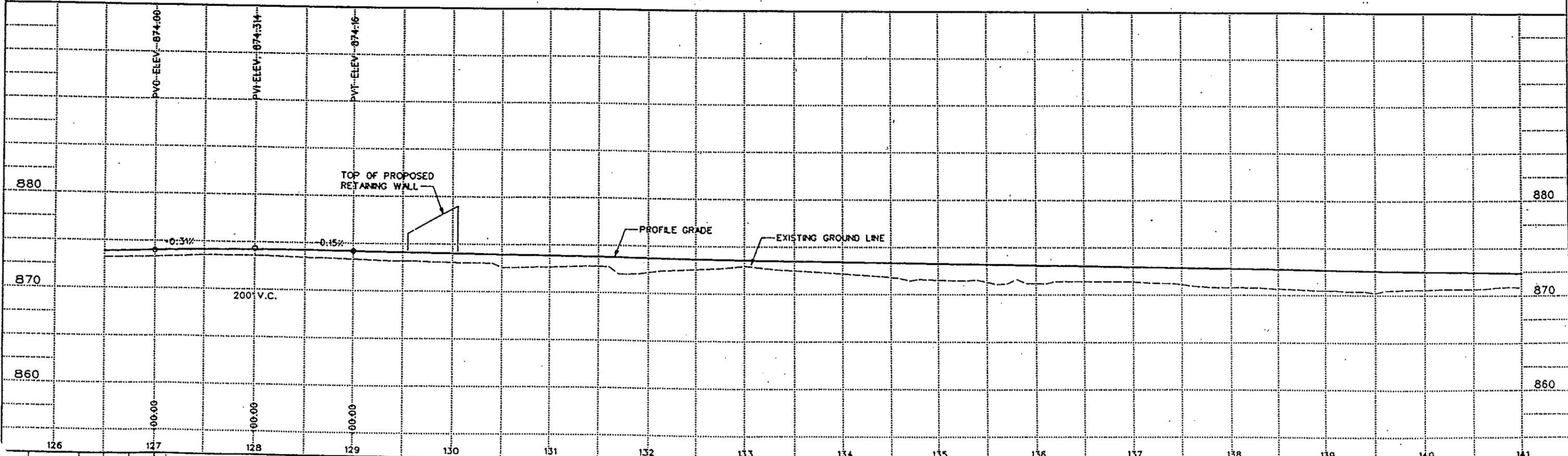
SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA 112+00 TO STA 126+50

SHEET 15 OF 83



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) EXISTING TRACKS TO BE REMOVED BY OTHERS
 - (C) SEE TRAFFIC SIGN TABULATION, SHEET 8



DATE	BY	CHKD	APPR	REVISION
10/17/96				

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date: _____ Reg. No. _____

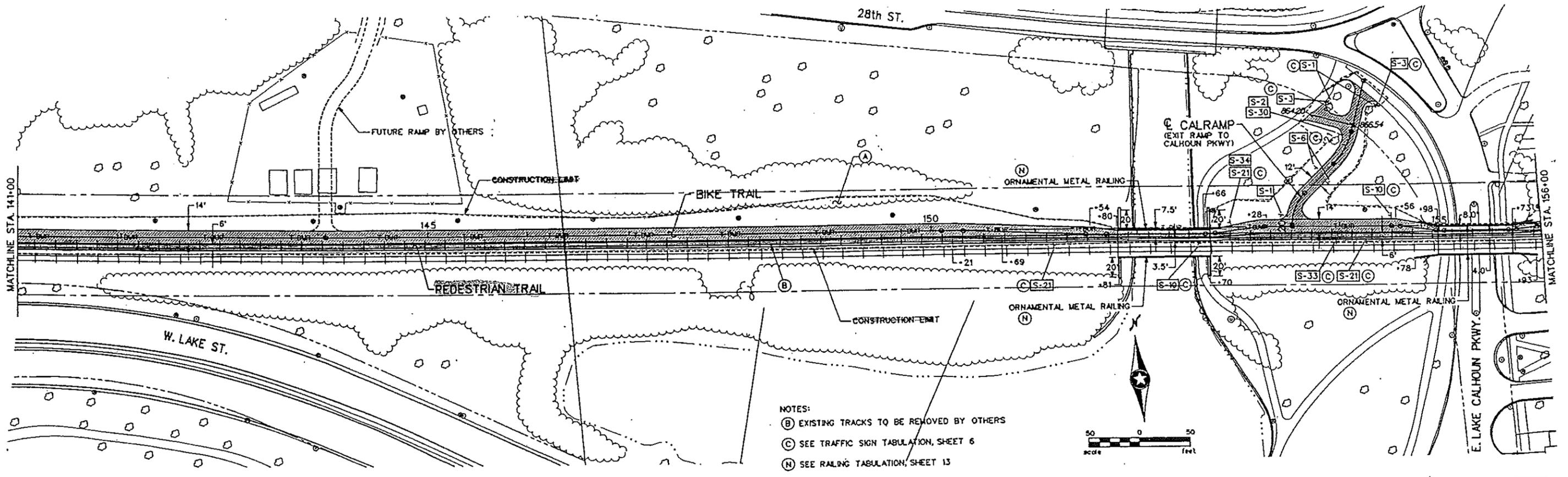
STATE AID PROJECT NO. 141-090-03
CITY PROJECT NO.

DRAWN BY DATE L. VAN DRASEK 5-96
DESIGNED BY R. LEWIS 5-96
CHECKED BY D. J. JEFF 5-96
CONTR. NO. 0952348

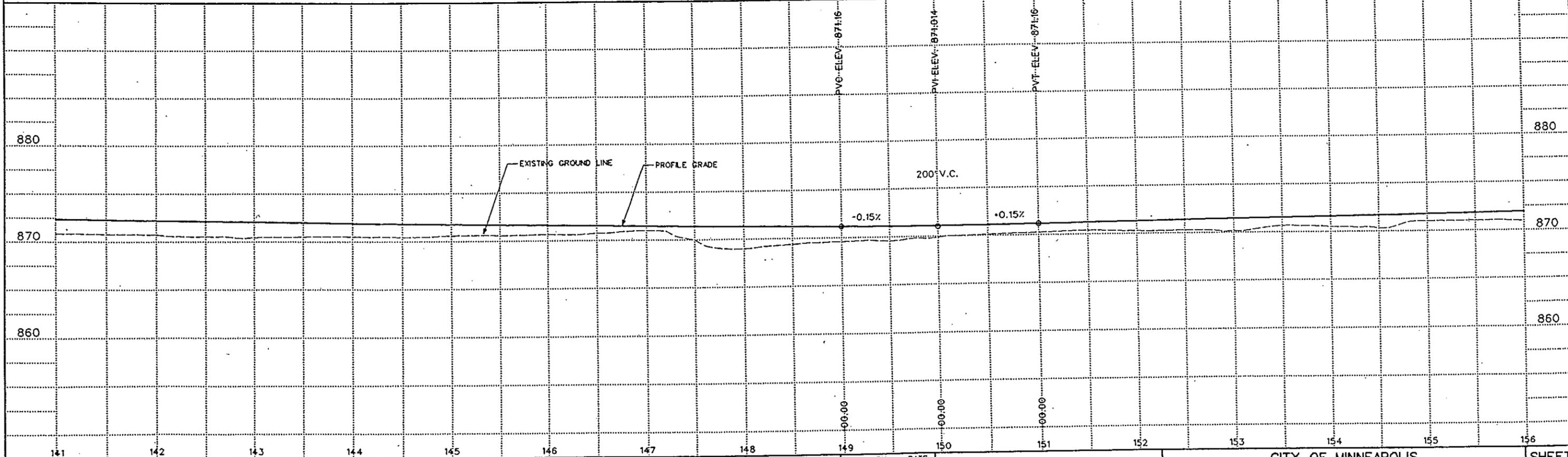


CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA. 126+50 TO STA. 141+00

SHEET 16 OF 83



- NOTES:
- (B) EXISTING TRACKS TO BE REMOVED BY OTHERS
 - (C) SEE TRAFFIC SIGN TABULATION, SHEET 6
 - (N) SEE RAILING TABULATION, SHEET 13



NO	DATE	BY	CHKD	APPR	REVISION

NAME: CP4 348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date _____ Reg. No. _____

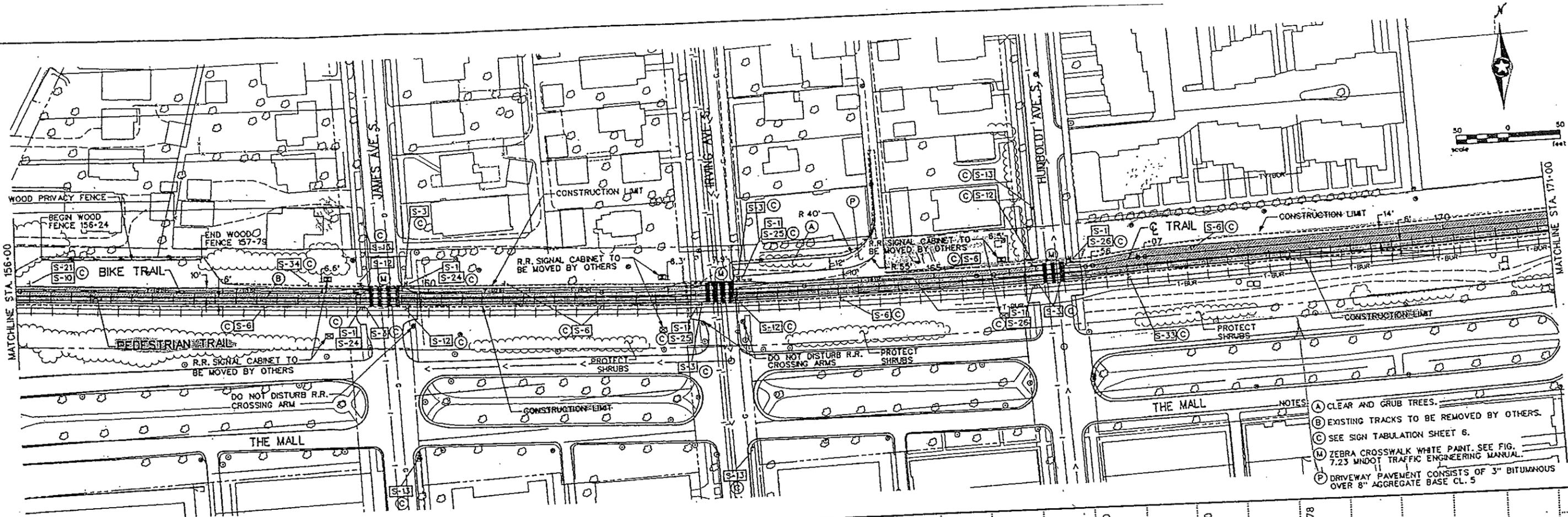
STATE AND PROJECT NO.
141-090-03
CITY PROJECT NO.

DRAWN BY DATE
L. VAN DRASEK 5-96
DESIGNED BY
R. LEWIS 5-96
CHECKED BY
D. J. JEFF 5-96
CON. NO.
025:348



CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA 141+00 TO STA 156+00

SHEET
17
OF
83



- NOTES
- (A) CLEAR AND GRUB TREES.
 - (B) EXISTING TRACKS TO BE REMOVED BY OTHERS.
 - (C) SEE SIGN TABULATION SHEET 6.
 - (M) ZEBRA CROSSWALK WHITE PAINT, SEE FIG. 7.23 MNDOT TRAFFIC ENGINEERING MANUAL.
 - (P) DRIVEWAY PAVEMENT CONSISTS OF 3" BITUMINOUS OVER 8" AGGREGATE BASE CL. 5

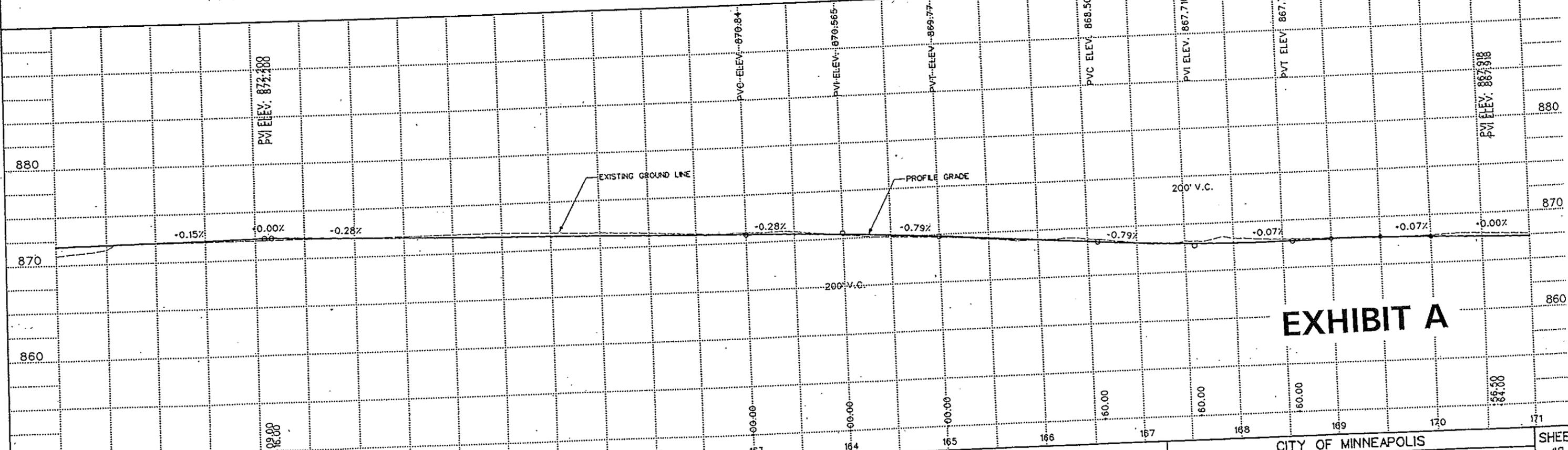


EXHIBIT A

NO	DATE	BY	CHKD	APPR	REVISION

NAME: CPS 348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

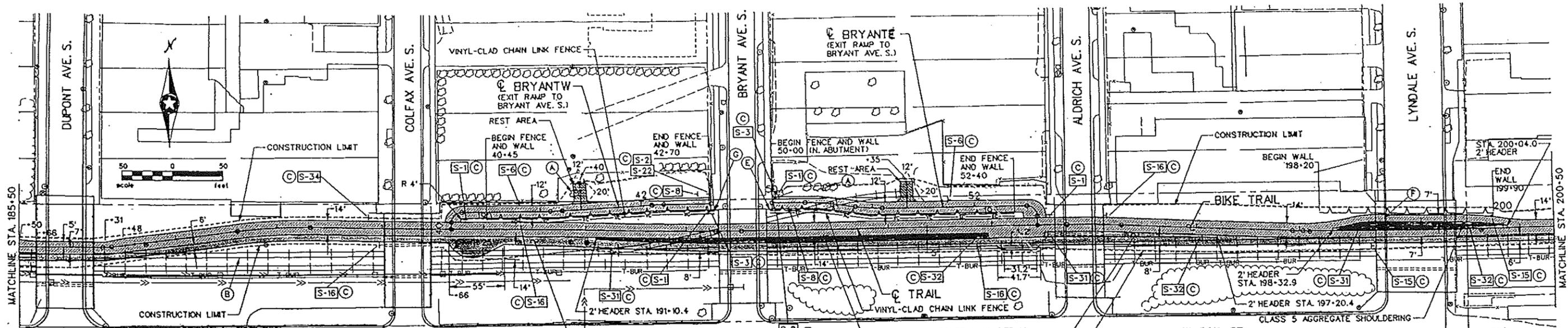
Date _____ Reg. No. _____

STATE AID PROJECT NO. 141-020-03
 CITY PROJECT NO. _____
 DRAWN BY DATE L. VAN DRASEK 5-96
 DESIGNED BY R. LEWIS 5-96
 CHECKED BY D. JULIFF 5-96
 COMM. NO. 0952348

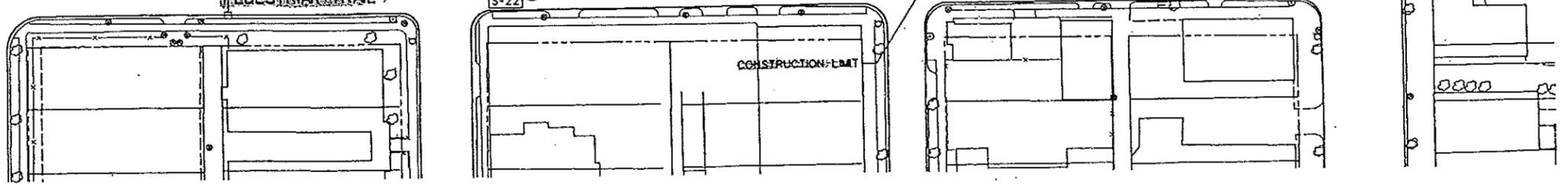


CITY OF MINNEAPOLIS
 PLAN & PROFILE
 29TH STREET MIDTOWN GREENWAY
 STA 156+00 TO STA 171+00

SHEET 18 OF 83



- NOTES:
- (A) CLEAR AND GRUB TREES
 - (B) EXISTING TRACKS TO BE REMOVED BY OTHERS
 - (C) SEE SIGN TABULATION SHEET 6
 - (E) SAWCUT AND REMOVE 9.5' CONCRETE PARAPET RAILING. REMOVE CURBING. INSTALL PEDESTRIAN RAMP.
 - (F) REMOVE CONCRETE SLOPE PAVING AND REGRADE TO MATCH EXISTING BERM.
 - (G) REMOVE 23.5' OF PIPE RAILING. REMOVE 10.5' OF CONCRETE PARAPET RAILING. INSTALL 15' OF CHAIN LINK FENCE. INSTALL PEDESTRIAN RAMP.



NO	DATE	BY	CKD	APPR	REVISION

NAME: CP7_348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date _____ Reg. No. _____

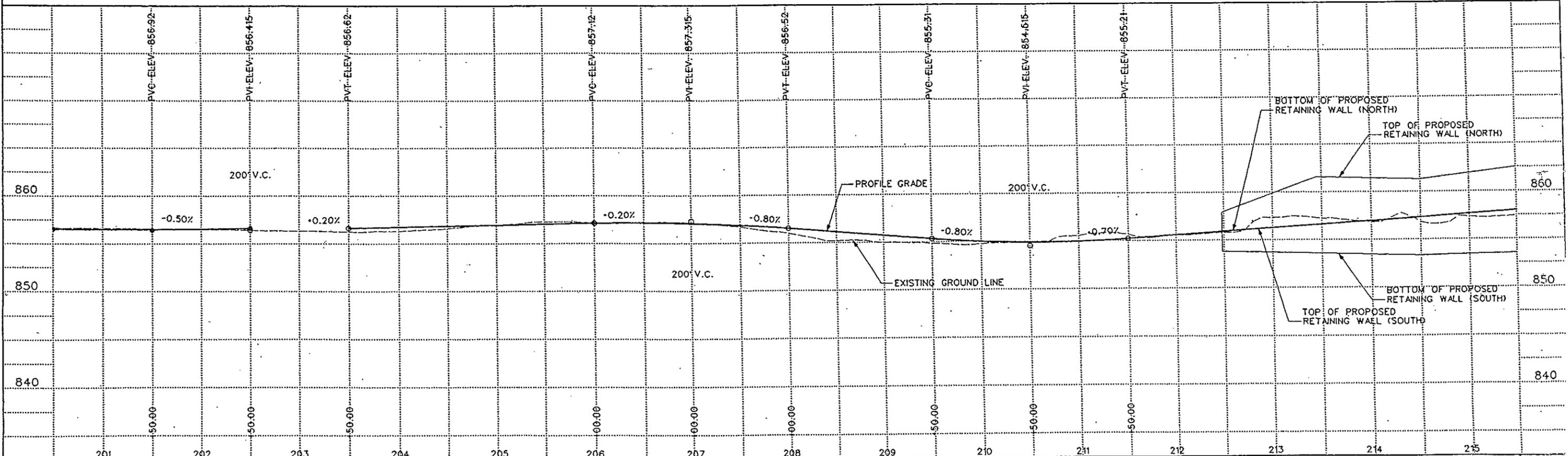
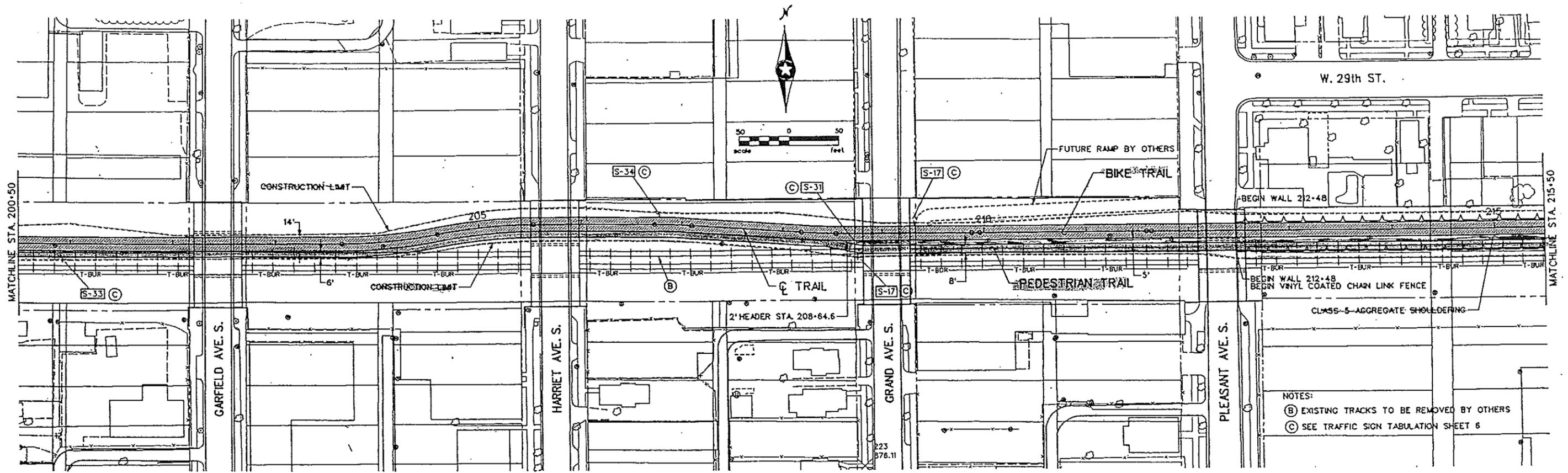
STATE AID PROJECT NO. 141-020-03
CITY PROJECT NO.

DRAWN BY L. VAN DRASEK DATE 5-96
DESIGNED BY R. LEWIS DATE 5-96
CHECKED BY D. BAILEY DATE 5-96
COMM. NO. 0952348



CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA. 185+50 TO STA. 200+50

SHEET 20 OF 83



NO	DATE	BY	CHKD	APPR	REVISION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date _____ Reg. No. _____

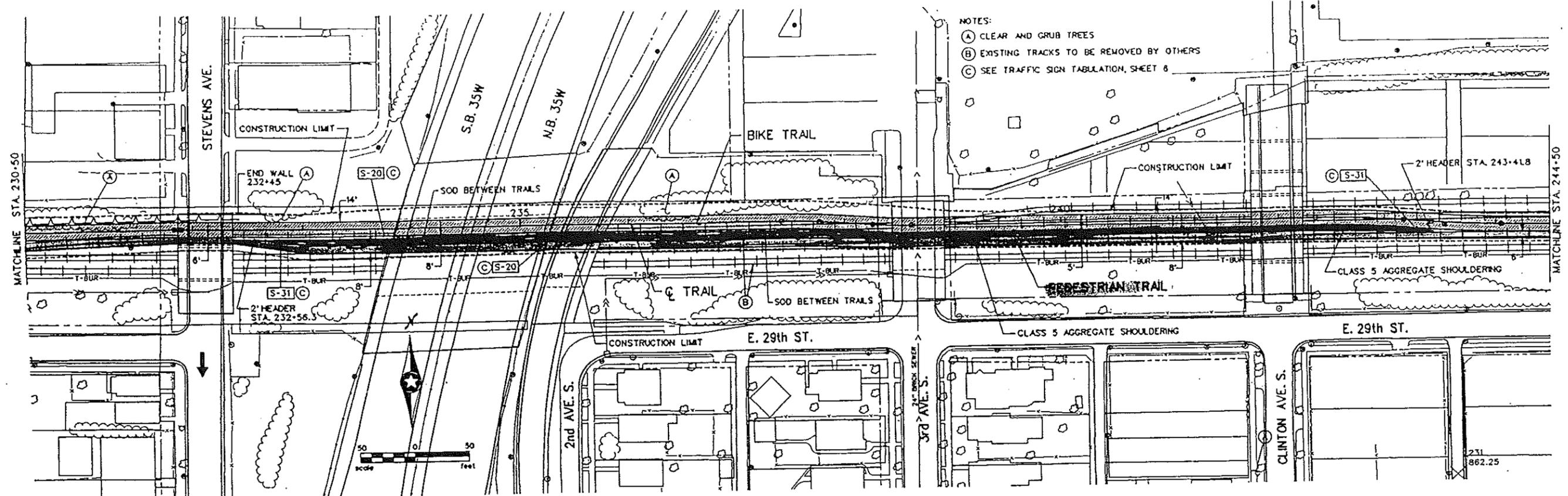
STATE AID PROJECT NO. 141-020-03
CITY PROJECT NO. _____

DRAWN BY DATE
L. VAN DRASEK 5-96
DESIGNED BY
R. LEWIS 4-96
CHECKED BY
D. JARLETT 5-96
COMM. NO. 0252348

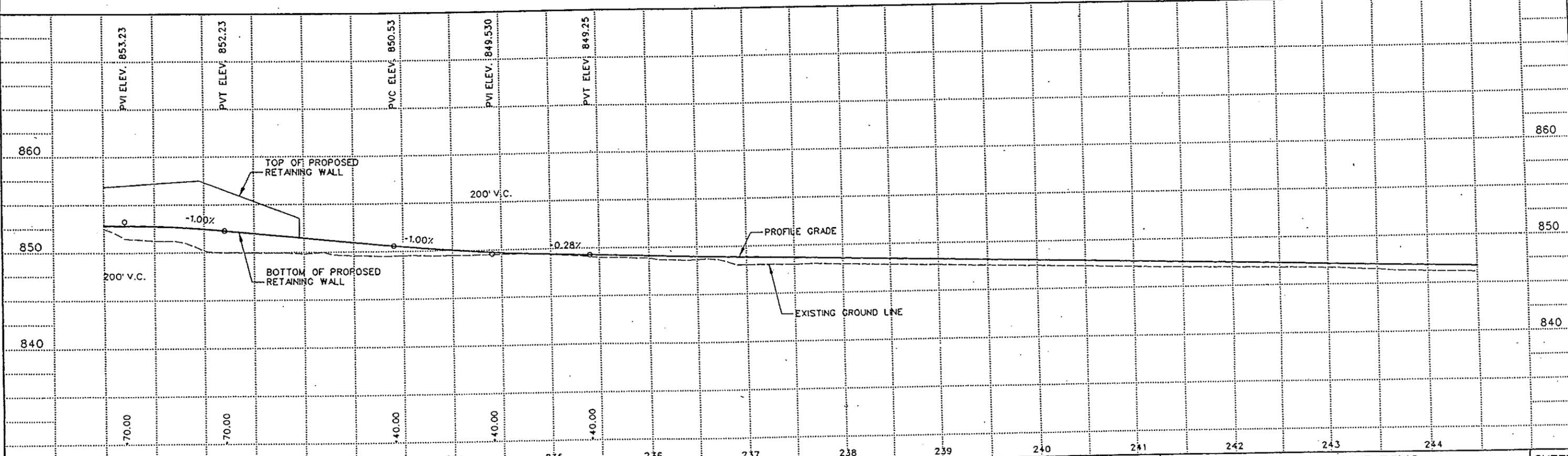


CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA 200+50 TO STA 215+50

SHEET 21 OF 83



- NOTES:
 (A) CLEAR AND GRUB TREES
 (B) EXISTING TRACKS TO BE REMOVED BY OTHERS
 (C) SEE TRAFFIC SIGN TABULATION, SHEET 6



NO	DATE	BY	CHKD	APPR	REVISION

NAME: CP10 348.PLN DATE: Oct. 17, 1996

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date: _____ Reg. No. _____

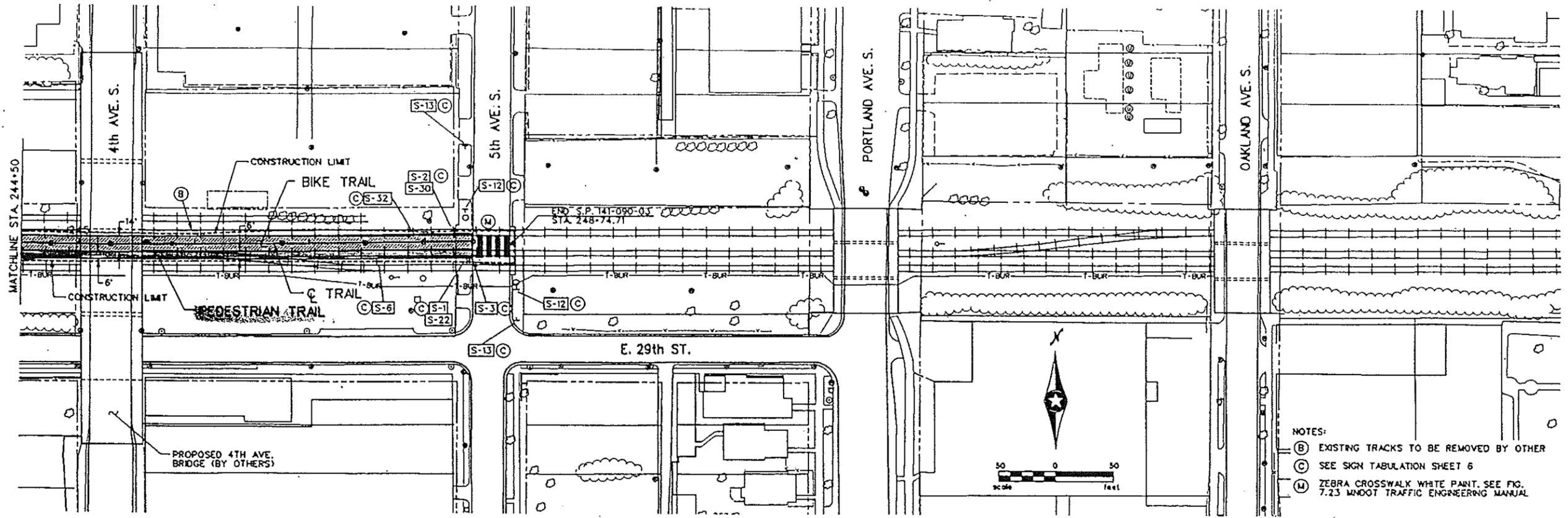
STATE AID PROJECT NO. 141-090-01
 CITY PROJECT NO. _____

DRAWN BY L. VAN DRASEK DATE 5-96
 DESIGNED BY R. LEWIS DATE 5-96
 CHECKED BY D. JULIFF DATE 5-96
 COMM. NO. 0952348

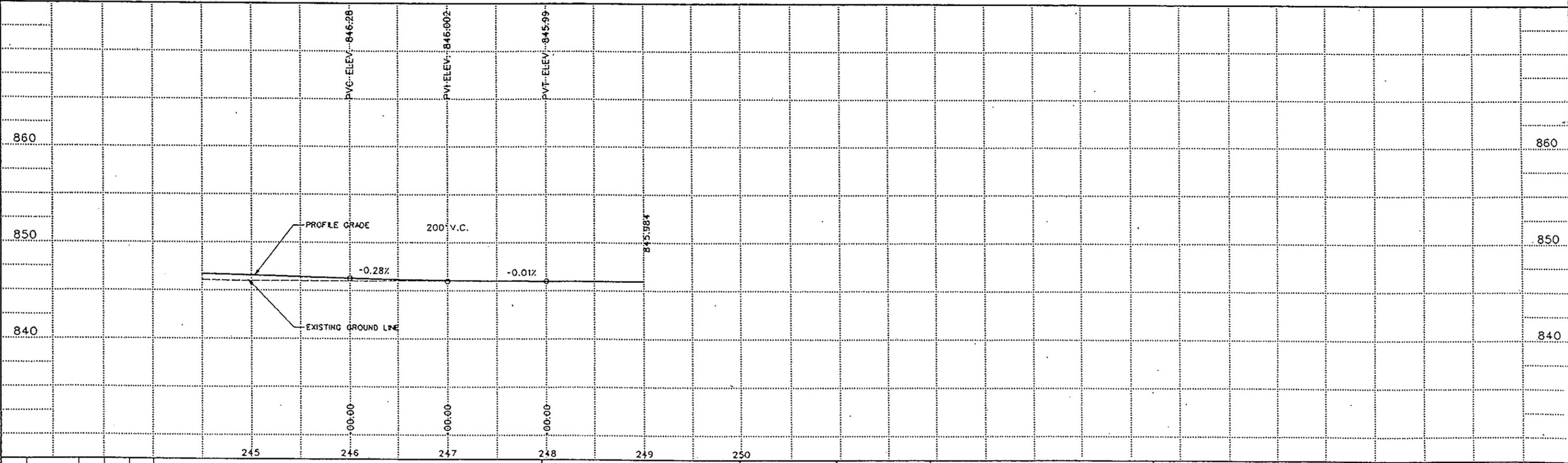
SRF CONSULTING GROUP, INC.

CITY OF MINNEAPOLIS
 PLAN & PROFILE
 29TH STREET MIDTOWN GREENWAY
 STA 230+50 TO STA 244+50

SHEET 23 OF 83



- NOTES:
- (B) EXISTING TRACKS TO BE REMOVED BY OTHER
 - (C) SEE SIGN TABULATION SHEET 6
 - (M) ZEBRA CROSSWALK WHITE PAINT. SEE FIG. 7.23 MNDOT TRAFFIC ENGINEERING MANUAL



NO	DATE	BY	CHKD	APPR	REVISION
NAME: CPT1 348.PLN DATE: Oct. 17, 1996					

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Date: _____ Reg. No. _____

STATE AID PROJECT NO. 141-090-03
CITY PROJECT NO. _____

DRAWN BY DATE L. VAN DRASEK 3-96
DESIGNED BY B. LEWIS 4-96
CHECKED BY D. RAFF 3-96
COMM. NO. 0952348



CITY OF MINNEAPOLIS
PLAN & PROFILE
29TH STREET MIDTOWN GREENWAY
STA 244+50 TO STA 249+00

SHEET 24 OF 83

APPROVED BY CITY COUNCIL
JUL 8 1998

3948
mod 1

_____, 19____
City Clerk

Permit Agreement No. A09775

First Amendment

TO HCRRA PERMIT AGREEMENT A09775 AND BETWEEN THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY (Authority) AND THE CITY OF MINNEAPOLIS (City).

WITNESSETH:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, resolution 36-HCRRA-95 approved Agreement No. A09775 with the City of Minneapolis, providing for planning, engineering and bikeway construction in the 29th Street Rail Corridor, between France Avenue and Hiawatha Avenue in the City of Minneapolis, for an indefinite time period, at a Hennepin County Regional Railroad Authority (HCRRA) cost not to exceed \$304,200; and

WHEREAS, additional costs to construct retaining walls were found necessary to complete the design and construction of the bikeway; and

WHEREAS, \$45,800.00 of the additional costs of the retaining walls was found to be justified as necessary expense for the construction of a future Light Rail line in the corridor,

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Authority hereby agrees to payment of \$45,800.00 as additional costs for construction of retaining walls, bringing its total not to exceed for Agreement A09775 to \$350,000.00 as shown in revised Exhibit A1 attached hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of _____
_____, 1998.

Hennepin County Regional Railroad Authority

Upon proper execution, this agreement
Will be legally valid and binding.

Mary Ann Harris
Chair, Board of Commissioners
Date: _____

[Signature]
Assistant County Attorney
Date: 7/30/98

[Signature]
Deputy Executive Director
Date: 10/26/98

City of Minneapolis

[Signature]
Minneapolis City Attorney
Date: 8/25/98

[Signature]
ACTING Mayor
Date: _____

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 10-26-98

[Signature]
Assistant/City Clerk
Date: _____

~~_____~~
Minneapolis City Attorney
Date: ~~_____~~

[Signature] 10/20/98
Asst. Finance Officer

Midtown Greenway Cost Estimate and Division of Cost:
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, HENNEPIN COUNTY AND CITY OF MINNEAPOLIS

ITEM	HCRRA	HENNEPIN COUNTY	CITY OF MINNEAPOLIS	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000		\$ 100,000	\$ 0
Final Design/Construction Specs. (France to I-35W)	0		190,000	0
SUB-TOTAL	\$ 50,000		\$ 290,000	\$ 0
Construction of Bikeway ISTEA Project No. _____				
Clear and Grub	\$ 0		\$ 0	\$ 3,000
Pedestrian Trail	0		0	87,720
Bike Trail	0		0	176,000
Access	5,000		0	7,750
Fine Grading	0		0	50,000
Retaining Walls	245,000	962,500	0	35,500
Fence	0		0	69,000
Sign/Maps	0		0	23,800
Lighting	0		0	317,000
Site Furnishing	0		0	20,000
Erosion Control	0		0	15,000
Landscape	50,000		0	200,000
SUB-TOTAL	\$ 300,000	\$ 962,500	\$ 0	\$1,016,700
Total	\$350,000	\$ 962,500	\$290,000	\$1,016,700

Midtown Greenway Cost Estimate and Division of Cost:
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND CITY OF MINNEAPOLIS

Item	HCRRA	City of Minneapolis	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000	\$ 100,000	\$ 0
Final Design/Construction Spec's. (France to I-35W)	0	190,000	0
SUB-TOTAL	\$ 50,000	\$ 290,000	\$ 0
Construction of Bikeway ISTEA Project No. _____			
Clear and Grub	\$ 0	\$ 0	\$ 3,000
Pedestrian Trail	0	0	87,720
Bike Trail	0	0	176,000
Access	5,000	0	7,750
Fine Grading	0	0	50,000
Retaining Walls	199,200	0	35,500
Fence	0	0	69,000
Sign/Maps	0	0	23,800
Lighting	0	0	317,000
Site Furnishing	0	0	20,000
Erosion Control	0	0	15,000
Landscape	50,000	0	200,000
SUB-TOTAL	\$ 254,200	\$ 0	\$ 1,016,700
Total	\$ 304,200	\$ 290,000	\$ 1,016,700

73-51603

APPROVED BY CITY COUNCIL

2748

130 1995, 19____
City Clerk

Permit Agreement

Contract No. A09775

This Permit Agreement made and entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, Southwest Street Level, Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487-0016, hereinafter referred to as the "Authority," and the CITY OF MINNEAPOLIS, a Minnesota political subdivision, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Hennepin County Regional Railroad Authority (HCRRA) has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business development known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis (City), Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway"; and

WHEREAS, the HCRRA, the City, and the neighborhoods are proposing to develop a master plan for the LRT and bicycle transportation improvements within the corridor owned by HCRRA; and

WHEREAS, the City has applied and received approval for an ISTEAA grant for construction of a bicycle trail within the HCRRA Corridor between France Avenue and I-35W; and

WHEREAS, the City and HCRRA desire to enter into an agreement to develop a master plan for the Corridor and engineering plans for the first stage of construction, and provide for a division of cost for planning and construction of the bicycle trail between France Avenue and I-35W as an integral part of the Hennepin Community Works initiative.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Master Plan

City shall develop a master plan for the 29th Street Rail Corridor from France Avenue to Hiawatha Avenue. Such plan shall include, but not be limited to, locations for LRT, LRT stations, and the conceptual bikeway and its amenities.

The Authority shall participate in discussion, review, and comment regarding LRT, LRT station location and design, bikeway, and other facilities and/or amenities, and their location within the corridor. Authority reserves the right to reject any plans proposed by the City on the grounds, in Authority's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

2. Preliminary Engineering Plans

City shall complete preliminary engineering plans for the bicycle trail (ISTEA Project No. S.P. 141-090-03) within the Corridor between France Avenue and Fifth Avenue South. Authority agrees to cooperate with City in the development of such plans.

3. Final Design and Construction

City shall complete final design plans, contract for and supervise construction of the bicycle trail (ISTEA Project No. S.P. 141-090-03) between France Avenue and Fifth Avenue South.

4. Payment

Payment for the master plan, preliminary engineering, final design, and construction will be made by the parties as shown on the Division of Cost, Exhibit A, attached hereto and made a part of this agreement by this reference.

5. Premises

Authority hereby agrees to grant certain rights and benefits to City hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way in the City of Minneapolis, generally consisting of the northerly 35 feet between France Avenue and Fifth Avenue South, all as delineated and colored green on HCRRA Property Maps numbered and attached hereto as Exhibit B.

The description of the Premises as determined by the parties will provide exceptions for future LRT station areas at Abbott Avenue, Hennepin Avenue, Lyndale Avenue, Nicollet Avenue, and any other potential LRT station area all as determined by Authority.

A more complete legal description will be prepared upon the completion of construction of the bike trail, and will replace and supersede the above description.

The said real estate shall be hereinafter described as the "Premises."

6. Use of Premises

The Premises shall be for the temporary use of City, its agents, officers, employees, assignees and invitees for trail purposes. Authority reserves the right to limit, reject or refuse to permit the use of the Premises by City or any assignees for any purpose which Authority, in its sole discretion, deems inappropriate or incompatible with its future use of the Premises or the operations of any railroad operating on the right of way adjacent to the Premises. City

shall submit any proposed development or other physical alterations to the Premises to Authority to determine its acceptability to Authority prior to contracting any obligations or commitments in connection therewith.

7. Term

The term of this Permit Agreement shall be for an indefinite period, commencing on execution by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 8.

8. Termination

Either party may, at any time and for any reason, terminate this Permit by giving one hundred eighty (180) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis by delivering a copy thereof to City Engineer, Room 203, City Hall, 350 South Fifth Street, Minneapolis, Minnesota 55415. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

9. Rights Upon Termination

On the expiration of one hundred eighty (180) days after such service of said notice, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. City shall, without further notice or demand, deliver possession of the Premises to the Authority at the expiration of said one hundred eighty (180) days and shall, before the

expiration of said one hundred eighty (180) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Authority, cease and City's interest thereto shall be forfeited and at the same time shall belong to Authority or, in such case, if the Authority shall elect, it may, at any time after the expiration of said period of one hundred eighty (180) days, tear down and/or remove any or all such buildings and property at the expense of City without any liability for damages thereof in any respect whatsoever and City shall thereupon promptly reimburse Authority for all expenses incurred by it in doing so.

10. Joint Use of Corridor

City acknowledges that the Premises was acquired by Authority specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Authority's intention to allow City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Authority of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Authority has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses, including, without limitation of the foregoing, mainline and station locations, all as determined by the Authority.

11. Rent

Upon any such termination of this Permit, rent shall be paid by the City to the date of termination fixed by said notice at the rate of \$1.00 per year.

12. Subpermits

City may grant permits to assignees only upon written agreement of Authority. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

13. Signage

City shall provide, install and maintain signage, including kiosks, on the Premises identifying that the Premises are being used by the City of Minneapolis by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other future transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

14. Nuisance, Waste

City shall not permit the existence of any nuisance on said Premises. City, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting City's business and use and occupation of said Premises. City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that City may post on appropriate structures, informational materials relating to the permitted uses. City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

15. Utilities, Title, Existing Rights of Others

City accepts said Premises subject to the rights of any person, firm or corporation, including the Authority in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, City shall bear and pay the cost of so doing.

City also accepts said Premises subject to any want or failure at any time of Authority's title to said Premises or any part thereof and City shall assume any damages sustained by City in connection therewith. City also accepts such Premises subject to rights of any party, including Authority, in and to any roadways, easements, leases and permits, whether granted, at Authority's sole discretion, either prior to or after the date of this Permit Agreement. City agrees to provide to Authority or other tenants of Authority access over and through the Premises on these roadways and easements should such access be deemed necessary by Authority. City accepts said Premises subject to the right of Authority, its employees, agents, permittees, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Authority, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Authority's property.

16. Indemnification

City shall defend, indemnify and hold harmless Authority, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act

or omission of City, its agents, employees, customers, invitees, assignees, permittees, lessees or others on the Premises.

Authority shall not be liable to City or those claiming by, through, or under City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by City or any assignees, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of City, its agents, employees, customers, invitees, assignees, permittees, lessees, or others on the Premises.

17. Insurance

City further agrees that if in any case the release and indemnity provided in this section shall not be valid, Authority shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Authority in connection therewith.

18. Covenant

City, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said City and to yield up said Premises unto the Authority at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

19. Quiet Enjoyment

Authority has the right and authority to enter into this Agreement and if City pays the rent required hereby and otherwise performs the terms hereof to be performed by City, City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 15.

20. Waiver

No receipt of money by Authority from City after any default by City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of City shall be implied from omission by Authority to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

21. Breach

It is further agreed between the parties hereto, that if the said City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after City's receipt of written notice thereof from Authority, then it shall be lawful for the Authority, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining

possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 8; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Authority thereafter to avail itself of same and any subsequent breach thereof. In the event Authority has to take action for repossession of said property, City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Authority.

22. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the City unless specifically stated herein. Authority reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

23. Improvements, Maintenance

City shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises. City shall also be responsible for the construction of all bridges and crossings deemed necessary for City to provide for any trails on the Premises or to otherwise use the Premises. Construction plans shall be submitted to the Authority for review and comment. Authority reserves the right to reject any plans for construction proposed by City on the grounds, in Authority's sole

discretion, that said plans are inappropriate or incompatible with its future use of the Premises or with the operations of any railroad operating on the right of way adjacent to the Premises.

~~24.~~ Environmental Concerns

City shall not create or permit any condition on the Premises that could present a threat to human health or to the environment. City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by City, assignees or invitees during City's period of use, including conditions introduced by City, assignees, or invitees which affect other lands. City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Authority discovers any such health or environmental impairment, and City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Authority shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises 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 Premises during regular business hours of City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of City or without if Authority reasonably believes that an emergency exists on the Premises. Authority shall conduct any such inspections or testing so as to minimize interference with City's operations. Authority's

entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

In addition to the foregoing provisions of this Paragraph 24, and in exchange for the rights and privileges granted in this Permit Agreement, City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for City's use of the Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Further, City agrees to defend, indemnify and hold harmless Authority, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. City expressly agrees that the obligations it hereby assumes shall survive the cancellation of this Permit.

Notwithstanding the foregoing, the Authority agrees to assert its rights against the Soo Line Railroad Company for environmental work on the site pursuant to Paragraph 17 of the Purchase Agreement dated December 23, 1992, between the Authority and the Soo Line Railroad Company. The City agrees to immediately notify the Authority of any environmental concerns which arise during the construction of the bicycle trail so that the Authority may inform and confer with the Soo Line with respect to management of any

required remediation. The City's obligation to the Authority pursuant to this paragraph 24 is limited to that which is not covered by the Soo Line Railroad agreement with the Authority.

25. Compliance with Laws, Ordinances and Rules

City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. City agrees to comply with rules as may be promulgated from time to time by Authority.

26. Condition of Premises Inspection

City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Authority as to the physical condition or fitness or suitability for any particular purpose, express or implied. City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

City acknowledges and assumes all risks associated with the location of the Premises and its proximity to the railroad right of way adjacent to the Premises and to any railroad operations by any railroad company thereon.

27. Liens and Encumbrances

City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by City, its agents, employees, customers, invitees, assignees, lessees or other occupiers of the Premises pursuant to this Permit.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of

_____, 1995.

Upon proper execution, this agreement will be legally valid and binding.

[Handwritten signature]

Assistant County Attorney
Date: 8-17-95

[Handwritten signature]

Minneapolis City Attorney
Date: 8/30/95

Approved as to execution:

[Handwritten signature]

Assistant County Attorney
Date: 9-15-95

Minneapolis City Attorney
Date: _____

Hennepin County Regional Railroad Authority

[Handwritten signature]

Chair, Board of Commissioners
Date: _____

[Handwritten signature]

Executive Director
Date: 9/12/95

City of Minneapolis

[Handwritten signature]

Mayor
Date: 8-29-95

[Handwritten signature]

ASST. CITY CLERK
Date: 8-31-95

[Handwritten signature]

ASSISTANT FINANCE OFFICER

Midtown Greenway Cost Estimate and Division of Cost:
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND CITY OF MINNEAPOLIS

Item	HCRRA	City of Minneapolis	ISTEA
Master Plan: France-Hiawatha (Includes PE to I-35W)	\$ 50,000	\$ 100,000	\$ 0
Final Design/Construction Spec's. (France to I-35W)	0	190,000	0
SUB-TOTAL	\$ 50,000	\$ 290,000	\$ 0
Construction of Bikeway ISTEA Project No. _____			
Clear and Grub	\$ 0	\$ 0	\$ 3,000
Pedestrian Trail	0	0	87,720
Bike Trail	0	0	176,000
Access	5,000	0	7,750
Fine Grading	0	0	50,000
Retaining Walls	199,200	0	35,500
Fence	0	0	69,000
Sign/Maps	0	0	23,800
Lighting	0	0	317,000
Site Furnishing	0	0	20,000
Erosion Control	0	0	15,000
Landscape	50,000	0	200,000
SUB-TOTAL	\$ 254,200	\$ 0	\$ 1,016,700
Total	\$ 304,200	\$ 290,000	\$ 1,016,700

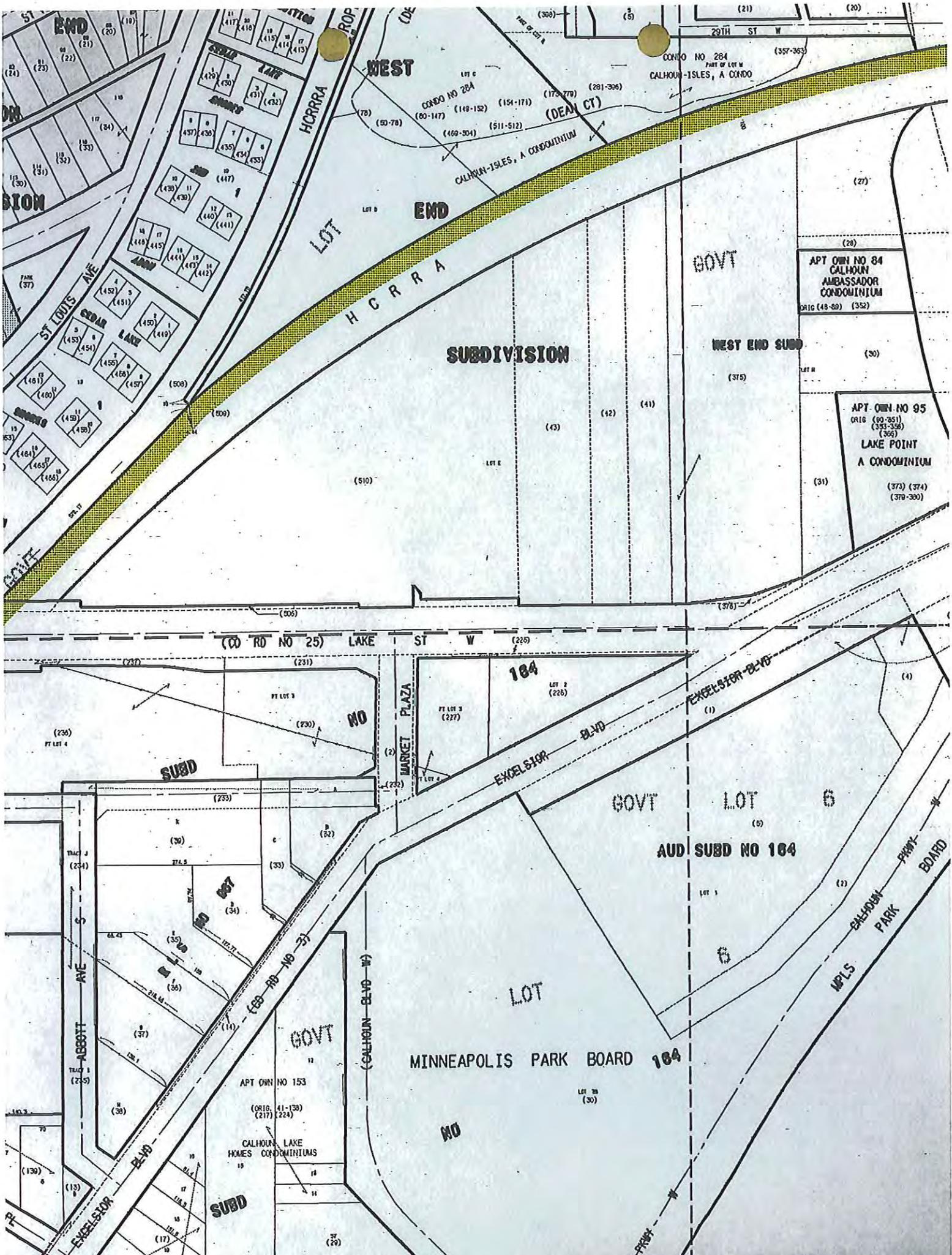
EXHIBIT B

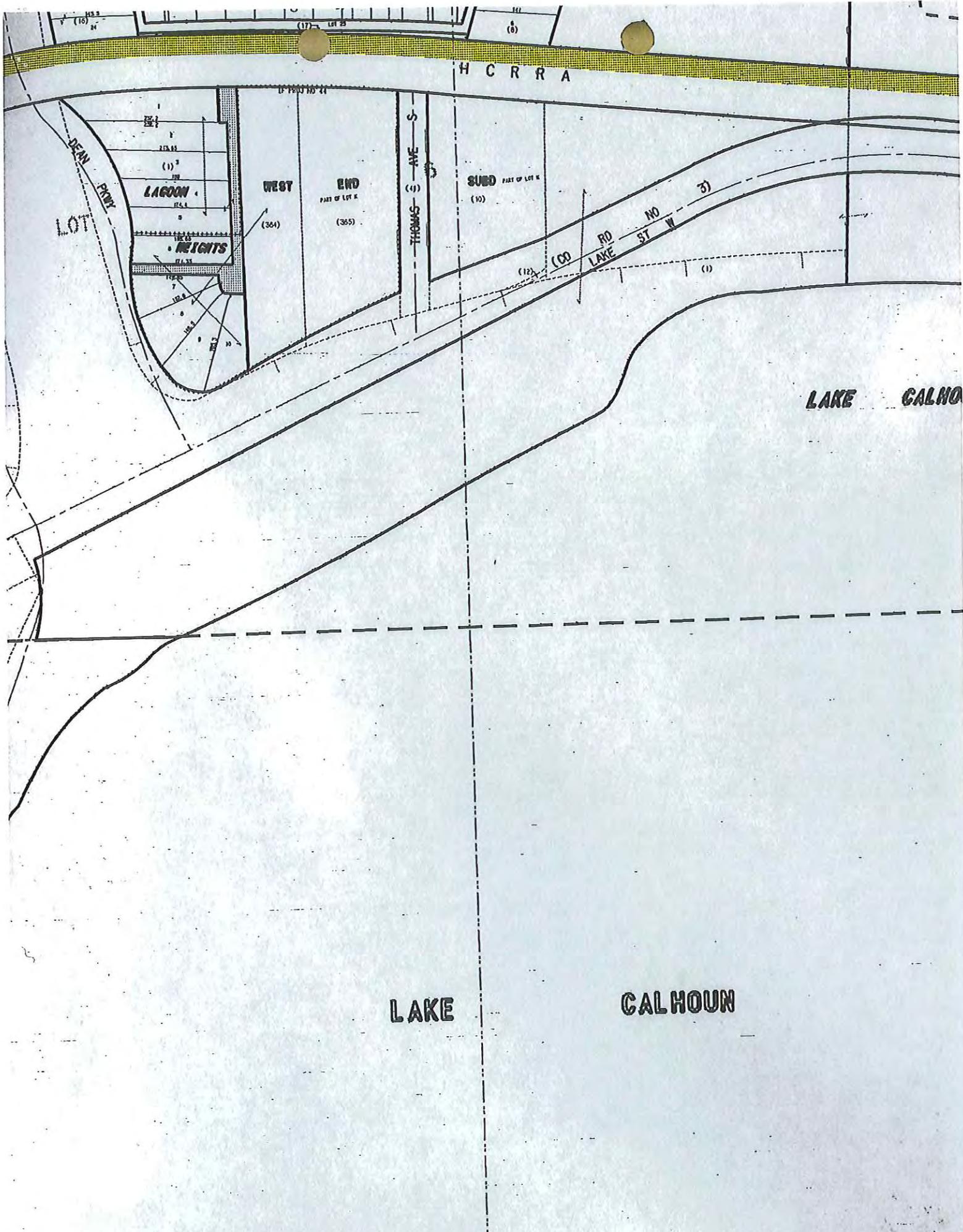
AT-55 REV-48 SR-28310R FORM-FORSA-1 DATE-1993-08/77



R L S NO 110

LIS





H C R R A

DEAN PKWY
LOT

LAGOON

WEST END

THOMAS S AVE

SUBD PART OF LOT K

RD LAKE ST W

LAKE CALHOUN

LAKE

CALHOUN

(10)

(17)

(6)

(1)

(364)

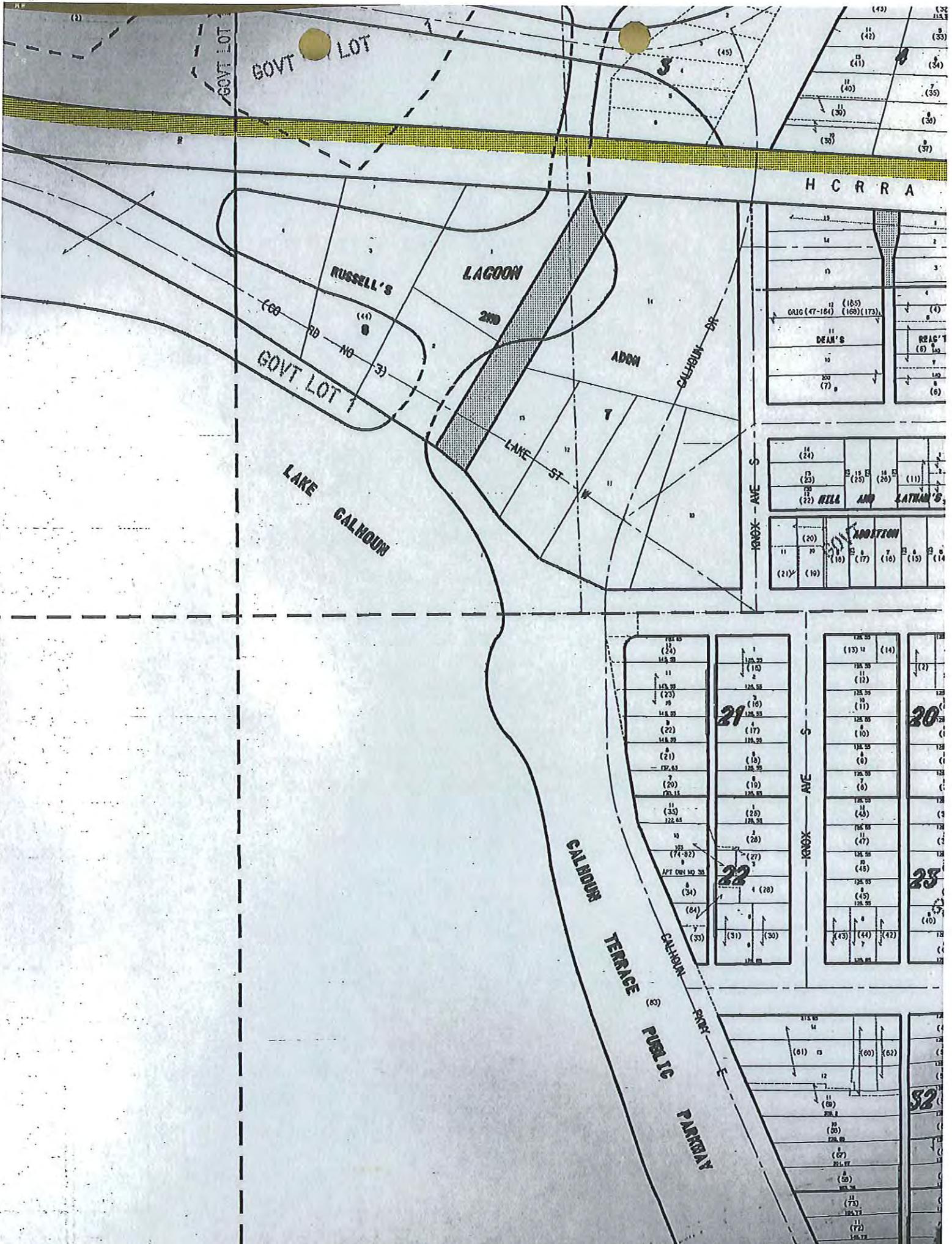
(365)

(10)

(12)

(10)

(1)



GOVT LOT

RUSSELL'S

LAGOON

ADON

GOVT LOT 1

LAKE CALHOUN

LAKE ST W

CALHOUN DR

H C R R A

GRIG (47-164)

DEAN'S

HILL AND LATHAM'S

ADDITION

CALHOUN

TERRACE

PUBLIC

PARKWAY

KNOX AVE S

KNOX AVE E

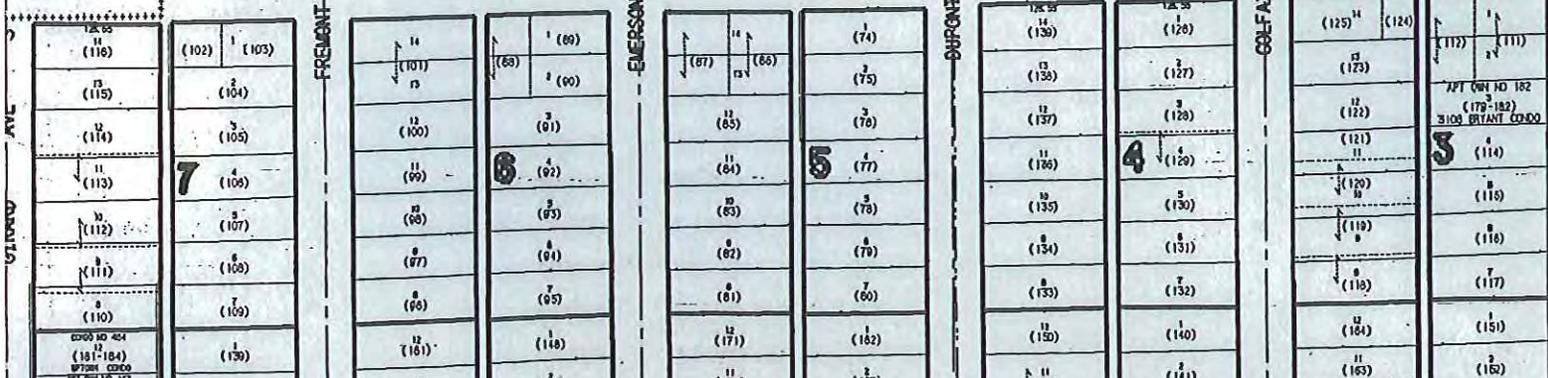
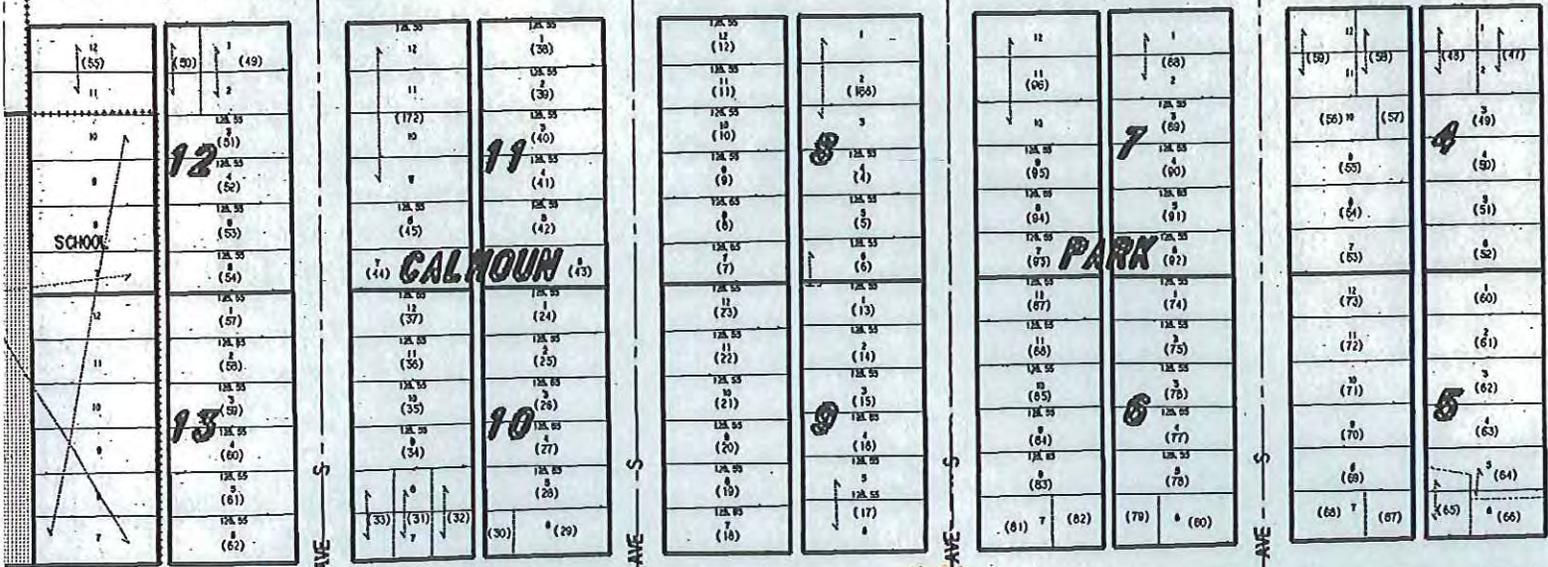
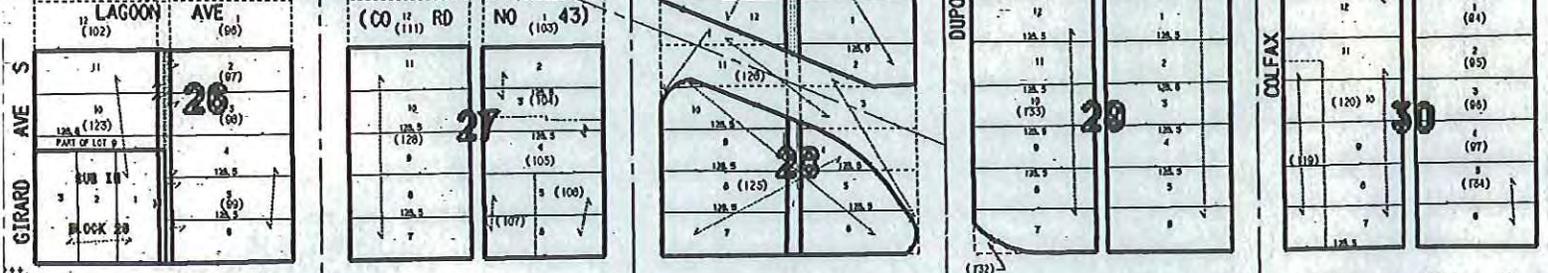
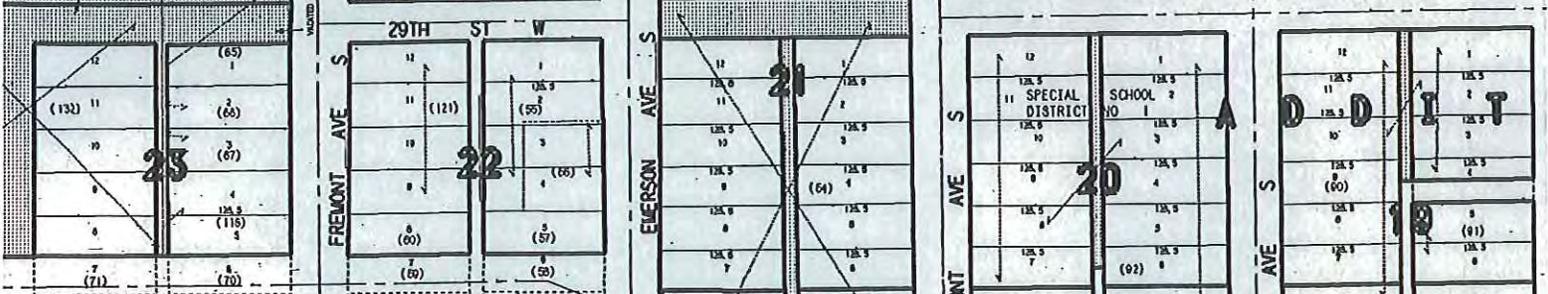
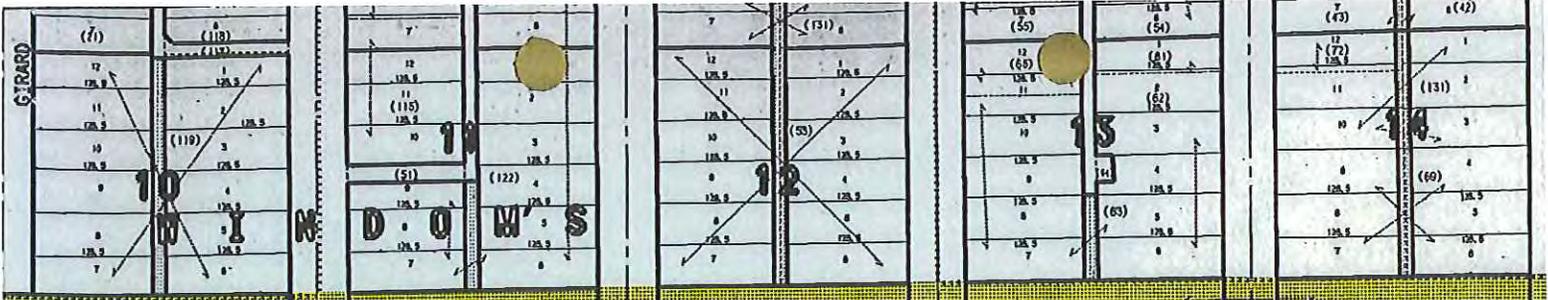
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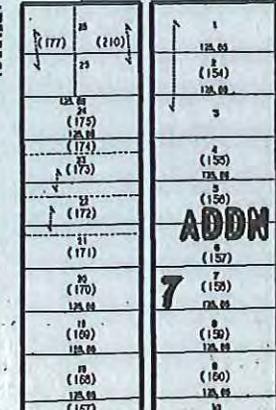
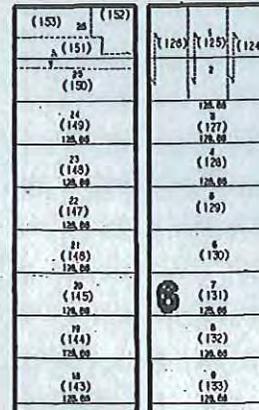
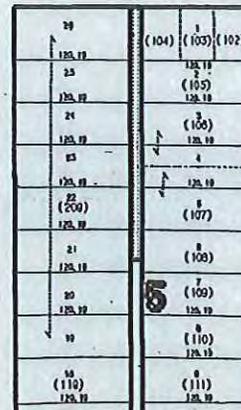
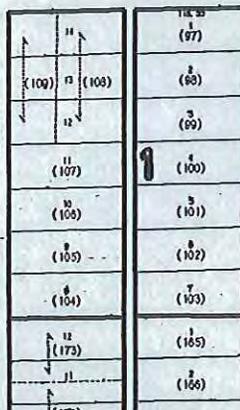
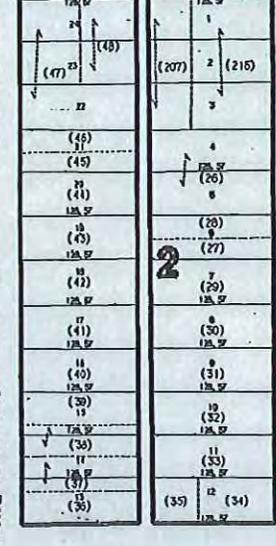
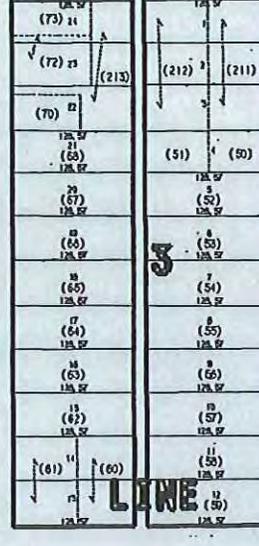
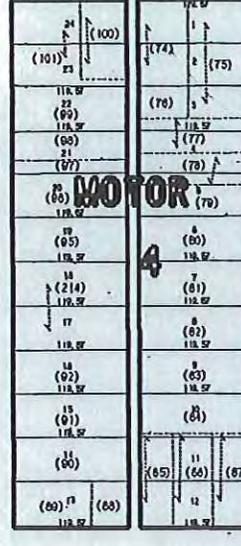
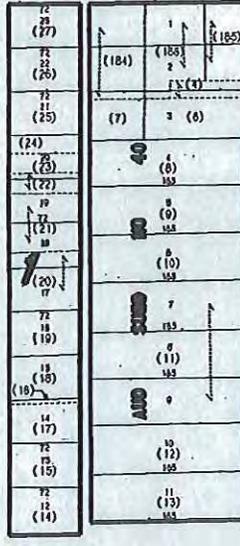
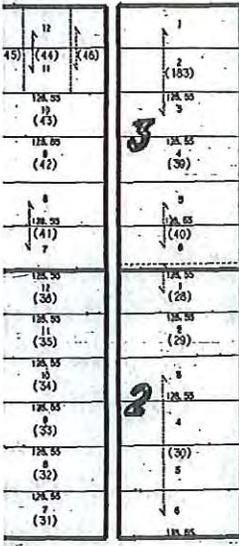
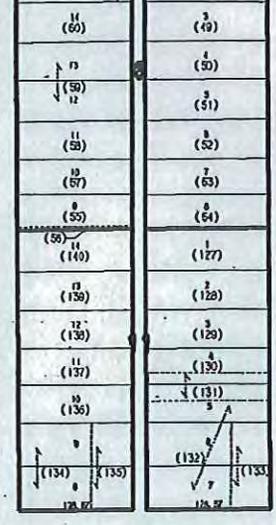
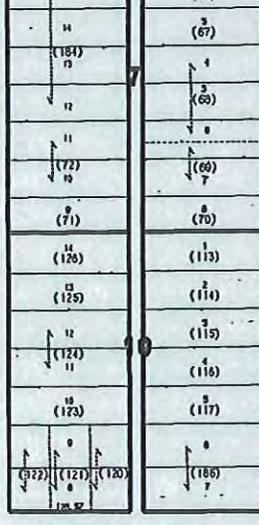
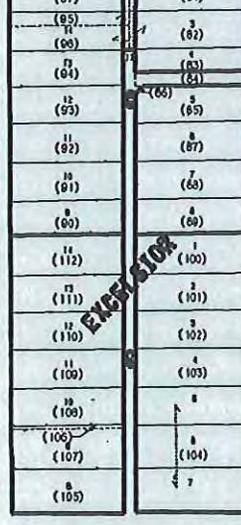
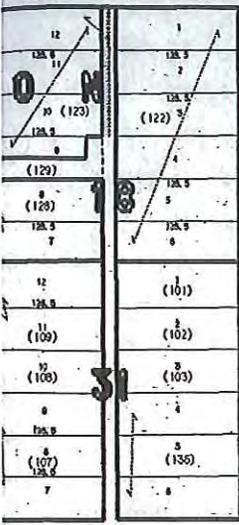
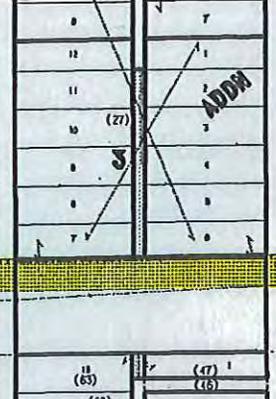
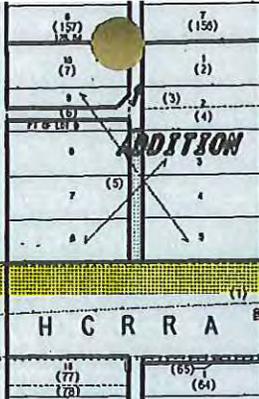
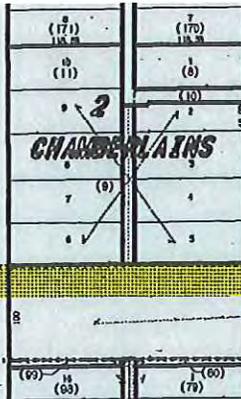
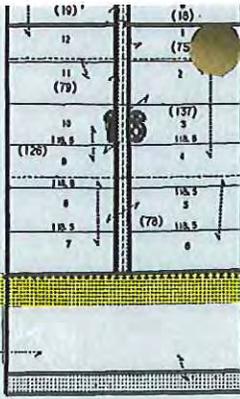
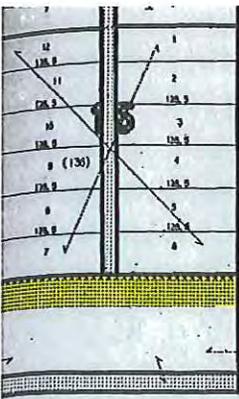
22

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BRYANT SQUARE (110)

CHAMPLAINS

ADDITION

ADDN

H C R R A

EXCLUSION

MOTOR

LINE

ADDN

7

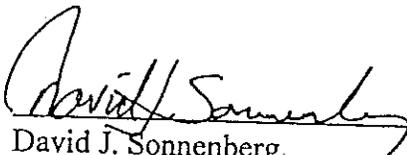
Memorandum of Understanding
Between
The City of Minneapolis, Department of Public Works
And
Hennepin County

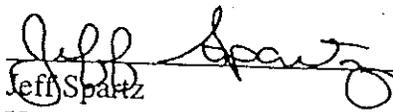
The City of Minneapolis wishes to complete the Midtown Greenway Trail Phase I project from the west city limits to Fifth Avenue South. This will require cost sharing from the City of Minneapolis, Department of Public Works (City), Hennepin County Community Works (Community Works) and Hennepin County Regional Railroad Authority (HCRRA). The City and HCRRA shared in the cost of the Master Plan (2/3 and 1/3 costs split respectively). The City has paid for final design and construction specifications. The City will pay for construction engineering.

The purpose of this Memorandum of Understanding is to identify the cost sharing between the City and Hennepin County for construction of Midtown Greenway Phase I project.

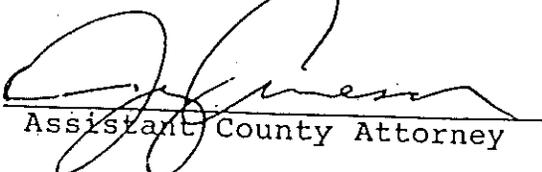
The construction bid for the project is \$2,857,330. The City has secured \$1,016,376 from ISTEAA for the project. Hennepin County will be responsible for \$962,500 (not to exceed this amount). Subject to a separate Memorandum of Understanding, the Hennepin County Regional Railroad Authority is requested to consider providing up to \$350,000 for this project. Minnesota Department of Transportation will request these funds when the contract is awarded.

This Memorandum is a summary and represents the cost sharing agreed to between the parties. All agreements and legal issues are subject to the necessary City Council approvals and Hennepin County Commissioners' approvals.


David J. Sonnenberg
City Engineer-Director of Public Works


Jeff Spartz
Hennepin County Administrator

APPROVED AS TO FORM.


Assistant County Attorney

29th STREET -

QUITCLAIM DEED

MIDTOWN GREENWAY - FRANCE TO HIWATHA

RECORDED IN
Abstract
8-5-93

COPY

DOC #6128880

(reserved for valuation
and tax data)

(reserved for recording data)

Date: July 20, 1993

For valuable consideration, Soo Line Railroad Company ("Grantor" or "Seller"), a corporation under the laws of the State of Minnesota, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority ("Grantee"), a political subdivision and local government unit under the laws of the State of Minnesota, real property in Hennepin County, State of Minnesota, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

See attached Exhibit A

SOO LINE RAILROAD COMPANY

By:

Edwin V. Dodge
Edwin V. Dodge

Its: President and CEO

EXHIBIT A

All that part of the Soo Line Railroad Company right of way passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Soo Line Railroad Company right of way passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

QUITCLAIM BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

Soo Line Railroad Company ("Seller"), in consideration of the sum of \$1.00 and other valuable consideration to it paid, receipt of which is hereby acknowledged, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority ("Buyer") the following property: all personal property to be conveyed by Seller to Buyer pursuant to that certain Purchase Agreement dated December 23, 1992 between Seller and Buyer.

This conveyance is made strictly on an "as is, where is" basis, and Seller makes no express or implied representation or warranty whatsoever concerning said property (including, without limitation, express or implied representations or warranties of title, merchantability, or fitness for a particular purpose).

SOO LINE RAILROAD COMPANY

By: 

Its: S.V.P. + CLO

Date: July 30, 1993

29th St. MIDTOWN GREENWAY

PURCHASE AGREEMENT
BETWEEN
SOO LINE RAILROAD COMPANY AND
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

THIS AGREEMENT, made and entered into this 23 day of December, 1992 by and between the Soo Line Railroad Company, a Minnesota corporation, hereinafter sometimes called "Soo", 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

Soo presently owns and operates a line of railroad parallel with the approximate alignment of 29th Street South in the City of Minneapolis, County of Hennepin, State of Minnesota between Hiawatha Avenue and France Avenue sometimes referred to as the 29th Street Corridor.

The State of Minnesota Department of Transportation and the City of Minneapolis propose to reconstruct Hiawatha Avenue between Lake Street and 24th Street South in the City of Minneapolis and desire to eliminate all Soo rail crossings of Hiawatha Avenue within this segment.

Soo is willing to alter its operations in and through the City of Minneapolis to accommodate the Hiawatha Avenue improvements and is willing to sever its rail line across Hiawatha Avenue, providing alternate rail routes are provided for Soo and other railroads presently using the Soo crossings of Hiawatha Avenue under trackage

rights agreements. Soo also expects to be compensated for any increased operating expense resulting from use of alternate routes.

Elimination of rail links across Hiawatha between Lake Street and 24th Street will save substantial sums of money for all governmental agencies involved in funding the Hiawatha Avenue reconstruction.

The Authority desires to acquire by purchase the 29th Street Corridor from Hiawatha Avenue west to France Avenue for future use for public transportation purposes. Acquisition and utilization of said corridor will sever the rail links across Hiawatha substantially accommodating the Hiawatha Avenue reconstruction.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

SECTION 1 - DEFINITIONS

A. "Agreement" shall mean this Agreement dated 12-23, 1992. All references in this document to Exhibits are to those attached to, and made a part of, this Agreement.

B. "Property" is defined in Section 2A and shown on Exhibit A and Exhibit B to this Agreement.

C. "Railroad Easement" shall mean the easement created by this Agreement and legally described in Exhibit C, providing for the continuation of Soo's present operation of common carrier freight railroad service for a limited period of time and the use of the Property to be acquired by the Authority as a result of this Agreement as may be necessary for said railroad operations.

D. "Loss or Damage" includes any and all claims, liabilities, damages, costs, judgments, and expenses (including reasonable attorneys' fees and expenses) of every character incident to loss or destruction of or damage to Property and injury to or death of persons, arising upon or as a result of any operations conducted under the terms of this Agreement.

E. "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 Railroad Easement, or in switching or handling railroad cars of the respective parties hereto.

F. "Taxes" shall mean lawfully imposed real estate taxes and assessments including, but not limited to, special assessments.

G. "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 Property, and including trackage laid in and across public streets and highways.

H. "Environmental Site" shall mean the physical location from which emanates any claims, damages, liabilities, costs, including costs and expenses of response, removal, remediation or disposal expenses (including reasonable experts' and attorneys' fees), suits or obligations of any and every nature resulting from

the generation, treatment, use, handling, storage, transportation, manufacture, release, discharge or disposal of any toxic or hazardous substances or wastes, pollutants, or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products) on or from the Property.

SECTION 2 - PROPERTY TO BE ACQUIRED

A. Soo agrees to sell and the Authority agrees to buy all of Soo's interest in the railroad right-of-way presently owned and operated by Soo along the approximate alignment of 29th Street South in the City of Minneapolis between the east right-of-way line of Hiawatha Avenue and the westerly city limits of the City of Minneapolis all as shown and described in Exhibits A and B attached (the Property). Included in the Property to be sold are the following:

- (1) Soo's interest in all lines of railroad between Cedar Avenue and Hiawatha Avenue, some of which cross Hiawatha Avenue in the vicinity of 28th Street and the other crossing Hiawatha Avenue in the vicinity of 26th Street.
- (2) Soo's interest in any industrial spurs or other spur track rights of way appurtenant to the right-of-way.
- (3) Soo's interest in any bridges, retaining walls, and other similar structures upon, over, under, across, or appurtenant to the right-of-way, but excluding grade

crossing protection signals and other signal and communication equipment.

- (4) Soo's interest in any permits, licenses, ordinances, easements, or other rights permitting the occupation of the right-of-way and the operation of a railroad over the Property including (but not limited to) rights to cross, traverse, or operate in or upon public streets and rights of way, but excluding Soo's rights and obligations to provide common carrier freight rail service on the Property.
- (5) Soo's interest in the railroad right-of-way located in public streets and other public rights of way.
- (6) Valuation maps, plats, deeds of conveyance, and other similar records relating to Soo's ownership of the right-of-way. Except as provided herein, the originals of such records shall be delivered to the Authority within a mutually convenient and reasonable time following the closing. A copy may be delivered in lieu of the original under the following circumstances: (i) the original is unavailable, (ii) the record also pertains to Soo property other than the 29th Street Corridor, or (iii) the original record is reasonably required by Soo during the term of the Railroad Easement (as defined in this Agreement), in which event the original shall be delivered to the Authority promptly after the termination of the Railroad Easement.

B. Trackage is excluded from the property to be sold, except as otherwise provided by Section 12.

C. Notwithstanding acquisition of the Property by the Authority, the Authority grants use of a portion of the Property for purposes of the Railroad Easement and limited access to other portions of the Property solely for maintaining and performing Railroad operations upon the Railroad Easement, under the terms set forth in this Agreement. The Authority reserves the right to enter, and make alterations upon, the Railroad Easement, provided that such entry and alterations do not unreasonably interfere with Soo railroad operations and are in accord with other provisions of this Agreement.

SECTION 3 - CONVEYANCE AND CLOSING

A. The property will be conveyed at the closing by quit claim deed and bill of sale in a form consistent with Exhibits D and E and such other documents or evidence as the Authority or its counsel may reasonably request or as required by applicable law.

B. The Railroad Easement will be conveyed in a form consistent with Exhibit C which provides that the Railroad Easement is governed by the terms of this Agreement and shall be delivered at the closing .

C. The closing of this transaction shall occur on or before June 1, 1993, at 10:00 a.m. at the office of the Authority, Southwest Street Level Government Center, Minneapolis, Minnesota or at such other time or place as may be mutually agreed upon by the parties.

D. The Authority will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all 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 deed or deeds.

SECTION 4 - PAYMENT

A. The Authority agrees to pay funds in the following amounts to Soo for the Property in accordance with the terms and conditions of this Section and in accordance with other terms of this Agreement. All amounts are net to Soo and shall be paid by immediately negotiable warrant. The funds so paid will constitute full and final payment by the Authority to Soo for each of the following defined items:

- (1) \$9,000,000 for all of the Property described in Section 2 and Exhibits A and B.
- (2) As full and final compensation for all increased operating costs and trackage rights:
 - (a) \$688,000 for trackage rights incurred by Soo and its railroad tenants in transporting rail traffic via alternate routes that now originates or terminates on the Property, or traverses the Property, so long as such traffic continues, subject to adjustment as a result of audit accepted by the Minnesota Department of Transportation or its designee before payment. The Authority

- anticipates the audit will be completed by closing and will use its best efforts to achieve that goal.
- (b) \$158,000 for increased operating costs incurred by Soo to continue to serve customers originating or terminating traffic on the Property after Soo's present line of railroad is severed at Hiawatha Avenue, all subject to adjustment as a result of audit accepted by the Minnesota Department of Transportation or its designee before payment. The Authority anticipates the audit will be completed by closing and will use its best efforts to achieve that goal.
- (c) Payment for increased operating costs and trackage rights will be adjusted in accordance with audit and paid at the later of closing, completion of the audit or at such time as the existing Soo rail connections across Hiawatha Avenue are severed. Said payments for increased operating costs and trackage rights may be made directly by the Authority to Soo or, in lieu thereof, by the governmental agencies participating in the Hiawatha Avenue reconstruction project. Provided, however, that the obligation to make such payments to Soo, or to cause said payments to be made to Soo by others, shall be and remain the obligation of the Authority.

B. The payments described in 4A will be paid in the amounts and at the times set forth as follows:

(1) \$8,250,000 at closing.

(2) \$ 750,000 after termination of the Railroad Easement in accordance with Section 12 of this Agreement. Said sum will be deposited as the Railroad Easement Escrow in an interest bearing escrow account or certificate of deposit with interest earned to be reinvested in the escrow account. The entire balance of the Railroad Easement Escrow account including accrued interest, less the costs associated with said account, will be disbursed to Soo upon the written authorization of the Authority, which shall be given upon termination of the Railroad Easement in accordance with Section 12.

C. The payments described in 4A(2) for increased operating costs and trackage rights will be adjusted in accordance with audit and paid at the later of closing, completion of the audit or at such time as the existing Soo rail connections across Hiawatha Avenue are severed. Said payments for increased operating costs and trackage rights may be made directly by the Authority to Soo or, in lieu thereof, by the governmental agencies participating in the Hiawatha Avenue reconstruction project. Provided, however, that the obligation to make such payments to Soo, or to cause said payments to be made to Soo by others, shall be and remain the obligation of the Authority.

SECTION 5 - CONDITIONS PRECEDENT TO CLOSING

A. General Conditions. The obligations of the Authority to consummate the transaction contemplated by this Agreement will be subject to fulfillment on or before the closing date of all of the following conditions, any of which may only be waived by the Authority in writing.

- (1) Closing of this transaction is contingent upon obtaining of any required regulatory and other governmental approvals.
- (2) Closing of this transaction is contingent upon the Authority obtaining commitments satisfactory to it to pay all of the increased operating costs and trackage rights set forth in Section 4A(2) of this Agreement.
- (3) Provision by Soo of any and all documents to comply with the terms of this Agreement and execution of any and all instruments, documents and consents as necessary, including quit claim deeds, releases executed by any secured parties and in a form acceptable to insurers of title as to any and all security interests, mortgages or other encumbrances on the Property. Within 90 days after the closing, Soo shall cause to be recorded partial releases or satisfactions of any mortgages or deeds of trust of Soo which may appear of record as a lien against the Property, and Soo shall indemnify the Authority, and the Authority's title insurer, for any loss or expense sustained by either of them as a result of Soo's failure

to have such lien so released or satisfied. The existence of any such lien will not afford a basis for objecting to the marketability of Soo's title.

- (4) Any judgment against Soo which may appear of record as a lien against the Property shall be settled and satisfied by Soo within 30 days after it becomes final and unappealable, and Soo shall indemnify the Authority, and the Authority's title insurer, for any loss sustained by either of them as a result of Soo's failure to have such lien so settled and satisfied. The existence of any such lien will not afford a basis for objecting to the marketability of Soo's title.
- (5) Soo shall provide agreements by present tenants of the Property to vacate or terminate trackage rights presently in effect, to take effect no later than such time as the Railroad Easement is terminated.
- (6) The Property will be conveyed subject to facts which would be disclosed by a comprehensive survey, rights and claims of parties in possession, rights of the public, and those easements, leases, licenses and permits listed in Exhibit F. The Authority may object to the marketability of Soo's title on the basis of such matters. Soo is under no obligation to cure title defects. If a title defect is not cured, the Authority at its option may terminate this Agreement at any time prior to closing.

- (7) The Property shall be conveyed subject to the rights of CMC Real Estate Corporation or its successors or assigns to the location of certain billboards on the Property shown by arrows on Exhibit G and which shall not afford a basis for objecting to the marketability of Soo's title.

B. Environmental Conditions. The obligations of the Authority and Soo to consummate the transaction contemplated by this Agreement are subject to the fulfillment on or before the closing date of all of the following environmental conditions, any of which may only be waived by the other party in writing:

- (1) All of the environmental representations and warranties of the Soo contained in this Agreement shall be true and correct on and as of the closing date.
- (2) Soo shall have completed a Phase II environmental investigation of the Property and a supplemental Phase I environmental investigation and shall have shared all final reports and recommendations of such investigations with the Authority within 30 days from the execution of this Agreement.
- (3) The Authority shall have performed an environmental investigation of the Property supplemental to the Phase II, the scope of which shall be in the sole discretion of the Authority.

(4) If the highest estimated cost to remediate the Property to federal, state and local environmental regulatory standards for use as a transportation corridor exceeds \$2 million, either party may terminate this Agreement by written notice to the other prior to the closing and thereupon neither party shall have any further rights or obligations under this Agreement. The estimate of remediation cost shall be based upon remediation techniques that reasonably accommodate the Authority's time needs in using the Property as a transportation corridor.

(5) Soo shall have sealed or caused to have been sealed in accordance with the requirements of Minnesota law any existing wells known to Soo and shall have delivered the required Sealed Well Certification to the Minnesota Department of Health except for the two monitoring wells which are the subject of a right of entry in an agreement between the Soo and the Minneapolis Community Development Agency (designated in said agreement as MW304 and MW306), for which a partial assignment shall be made to the Authority.

C. Corporate Authority Conditions. The obligations of the Authority to consummate the transaction contemplated by this Agreement are subject to delivery by Soo to the Authority of a certificate or certificates dated as of the closing date and signed

on behalf of Soo by its Secretary or Assistant Secretary to the effect that:

- (1) The copy of Soo's restated Certificate of Incorporation or Articles of Incorporation attached to the certificate are true, correct and complete;
- (2) No amendment to said Articles or Certificate has occurred since the date of the last amendment annexed;
- (3) A true and correct copy of the By-Laws of Soo as in effect on the date thereof and at all times since the adoption of the resolutions referred to in the following paragraph is annexed to such certificate;
- (4) The resolutions by the Board of Directors of Soo authorizing the actions taken in connection with the sale of the Property including the execution and delivery of this Agreement and any related agreements, were duly adopted and continue in force and effect (a copy of such resolutions to be annexed to such certificate).
- (5) The officers of Soo executing this Agreement and any other related agreements executed and delivered pursuant to or in connection with this Agreement are incumbent officers of Soo and that their signatures as shown on such certificate or certificates are genuine.
- (6) Soo is a corporation in good standing in the State of Minnesota.

D. Municipal Corporate Authority Conditions. The obligation of Soo to consummate the transaction contemplated by this Agreement

is subject to the provision by the Authority to Soo of a certified copy of the resolution of the Board of the Authority certifying its approval of the transaction pursuant to the authority of Minnesota Statutes § 398A.04.

E. Opinion of Counsel to Soo. The obligations of the Authority to consummate the transaction contemplated by this Agreement are subject to delivery by Soo to the Authority of an opinion of Counsel to Soo, which may be house Counsel, that:

- (1) To Soo's knowledge, no proceeding is pending, nor is there a substantial threat of such a proceeding, before any court or governmental agency in which it is sought to restrain or prohibit, or to obtain labor or environmental protection, conditions or provisions or damages or to obtain other relief in connection with, this Agreement or any other agreement to be executed in connection with this Agreement or the consummation of the transactions contemplated hereby or which, if adversely decided, would materially affect or impair either party's right or ability to perform its obligations hereunder or to obtain the benefits hereof, and no investigation that might eventuate in any such suit, action or proceeding is pending or threatened; and
- (2) To Soo's knowledge, there are no labor disputes in progress or threatened with respect to Soo or the transaction contemplated by this Agreement.

F. Opinion of Counsel to Authority. The obligation of Soo to consummate the transaction contemplated by this Agreement will be subject to delivery by the Authority to Soo of an opinion of counsel as follows:

- (1) All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement and all other related legal matters shall have been approved on or before the closing date by the Hennepin County Attorney or the law firm of Felhaber, Larson, Fenlon & Vogt, P.A., counsel to the Authority in the exercise of its or their reasonable judgment, and the Authority or its counsel shall have been furnished with copies, satisfactory in form and substance to counsel to the Authority in the exercise of its or their reasonable judgment, of all of such required material corporate records and related proceedings of Soo authorizing its execution, delivery and performance of this Agreement as the Authority or its counsel shall reasonably require.

G. Alternate Routing Conditions. The obligation of the parties to consummate the transaction contemplated by this Agreement is subject to fulfillment on or before the closing date of the following condition, which may only be waived by either party in writing. The Authority agrees to cooperate and assist Soo in obtaining the agreements contemplated by this condition :

Soo shall have obtained agreements satisfactory to Soo with Chicago and North Western Transportation Company, Burlington Northern Railroad, and other railroads affording Soo and Twin Cities and Western Railroad

Company alternate routing for rail traffic that is currently routed via the 29th Street Corridor.

SECTION 6 - ENVIRONMENTAL INVESTIGATION

The Authority may enter the Property and, to the extent necessary, Soo's land in the vicinity of the Property (jointly referred to as the Site in this Section 6) for the purpose of surveying and conducting the supplemental environmental investigation referred to in Section 5 of this Agreement, including, but not limited to, soil borings, water samplings and other environmental inspections and tests the Authority in its sole discretion deems necessary subject to the following conditions:

- (1) The Authority shall give Soo advance notice of the date and time of each entry and the nature of the activities to be conducted on the Site at each such date and time.
- (2) Soo may elect to be present during the conduct of such activities and to monitor same. Such monitoring shall not relieve the Authority of any liability under this Section.
- (3) Prior to entering the Property, the Authority shall secure the permission of any tenant then in possession of same.
- (4) Upon the completion of its activities, the Authority shall remove any debris resulting from such activities and shall restore the Site to the condition it was in prior to the commencement of such activities.

- (5) Only to the extent permitted by law, including but not limited to Minnesota Statutes Chapter 466, as amended, and only to the extent of the Authority's fault or negligence, the Authority shall indemnify Indemnitees against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, environmental response and remediation costs, and reasonable attorneys' fees (collectively, Claims) arising out of or relating to any loss of (or damage to) any property or business or any injury to (or death of) any persons, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from:
- (a) any action or omission of the Authority (or its employees, agents, or contractors) while on the Site pursuant to this Section; or
 - (b) the exercise by Authority (or its employees, agents, or contractors) of the permission granted by this Section; or
 - (c) the escape or release of any pollutant, contaminant, or hazardous substance resulting (directly or indirectly, wholly or in part) from any action or omission of Authority (or its

employees, agents, or contractors) while on the Site pursuant to this Section.

Indemnitees means the following companies and their officers, directors, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Tri-State Land Company, Tri-State Management Company, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, Canadian Pacific Limited, and CP Rail, and their respective parent companies, subsidiaries, and affiliated companies.

- (6) The Authority (and its employees, agents, and contractors) shall comply with all applicable laws while on the Site.
- (7) The Authority will provide Soo with complete copies of the test data and test reports as soon as they are available to the Authority.
- (8) The cost of any test or survey will be borne solely by the Authority.
- (9) Unless reasonably necessary to complete the Authority's environmental investigation, test holes shall be located no closer than 10 feet from the nearest rail of any railroad track located on or adjacent to the Site and drilling equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any such track. Before the Authority proceeds with test holes or placement of drilling equipment in such manner

Soo must have given written permission to do so which shall not be unreasonably withheld.

- (10) While on the Site, the Authority (and its employees, agents, and contractors) shall comply with Soo's safety rules, including any requirement regarding the use of flagmen. All costs associated with compliance with such rules shall be borne by the Authority. If Soo shall incur any costs in connection therewith, the Authority shall reimburse Soo within 30 days after receipt of Soo's invoice.
- (11) Unless disclosure is required by court order or applicable law, the Authority shall maintain, and shall cause its employees, agents, and contractors to maintain, the confidentiality of all information pertaining to any environmental test performed on the Site.
- (12) If any mechanics' or materialmen's lien, or similar lien, is asserted against the Site, the Property, or any other property of Soo or Indemnitees as a result of the exercise of the permission granted in this Section, the Authority shall immediately satisfy and/or obtain the release of such lien, all at the Authority's expense, and the Authority shall indemnify and defend Soo from and against all Claims arising out of or connected with such lien.
- (13) 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 Minn. Ch. 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 Minn. Stat. Ch. 466, Minn. Stat. Ch. 604, and any other applicable law or regulation.

SECTION 7 - ASSIGNMENTS OF CONTRACTS, LEASES AND RELATED INSTRUMENTS

A. Soo will assign to and the Authority or its designee will accept, all right, title, interest and obligations held by the Soo, to the extent transferrable and/or assignable, and relating to the interests in the Property to be transferred to the Authority, under leases, contracts, permits, licenses and other instruments which, to the extent discovered by Soo after diligent search of its files and records, have been listed and described in Exhibit F, attached hereto and hereby made a part of this Agreement.

B. Soo will also assign all other interests of any nature of the Soo, to the extent transferrable and/or assignable, and relating to the interests in the Property to be transferred to the Authority, including rights in and to general intangibles and contract rights in addition to those identified or described in Exhibit F, including franchises, governmental and contractual operating rights and other contracts, leases, licenses, permits and privileges, except to the extent such rights relate to Soo's rights

and obligations to provide common carrier freight rail service on the Property.

C. Soo reserves to itself all prepaid rentals attributable to any lease, license or easement whereby a third party has been granted the right to install and maintain a fiberoptic transmission line. Payments for rentals due under said instruments after closing shall be prorated between Soo and the Authority based upon their respective ownership of the affected areas. Otherwise, there shall be no proration of lease rentals.

SECTION 8 - PAYMENTS FOR TAXES

A. 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. Soo agrees to pay promptly to taxing authorities when due all Taxes, if any, with respect to its use or operations duly levied, to the extent Soo's property right has been separately assessed by the appropriate assessing authority to Soo while conducting operations over the Railroad Easement. To the extent Soo's property right is not so separately assessed to Soo, but the underlying fee in the Railroad Easement is assessed as railroad operating property and would be exempt except for Soo's use in operations, then Soo agrees to pay all such taxes duly levied while conducting operations over the Railroad Easement. Soo 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.

B. The Authority shall pay without reimbursement from Soo all Taxes, if any, attributable to any passenger transportation system installed by or at the direction of the Authority.

SECTION 9 - GRANT OF RAILROAD EASEMENT

A. Subject to all of the terms and conditions of this Agreement, the Authority hereby agrees to grant to Soo at closing a Railroad Easement to continue its present railroad operations and to continue to meet its common carrier obligations at Soo's sole cost and obligation subject to the terms of this Agreement, on its solely owned Trackage located upon said Railroad Easement as described in Exhibit C, including the right to:

- (1) Exclusively provide freight railroad service to any industry, team, or house track existing in the 29th Street Corridor on the date of this Agreement or as otherwise may be required by law.
- (2) Permit current third party users for bridge rights only or admit a third party only for emergency detour purposes to use all or any portion of said Trackage.
- (3) Construct or modify tracks connecting to or crossing said Trackage, including track connections with the Chicago and North Western owned trackage located on Authority owned right-of-way West of France Avenue , subject to provisions of this Agreement, and the prior written approval by the Authority, which approval shall not be

unreasonably withheld and shall be deemed given if required by law.

- (4) Use the existing roadbed, bridges, and other existing railroad facilities, if any, acquired by the Authority as a result of this Agreement.
- (5) Admit a third party operator as assignee of Soo's common carrier freight service obligation subject to the consent of the Authority which shall not be unreasonably withheld.

SECTION 10 - RAILROAD EASEMENT RENTAL

A. Until termination of the Railroad Easement in accordance with Section 12 of this Agreement, Soo will pay an annual rental of \$40,000 to the Authority for the Property utilized by the Railroad Easement. The first payment of \$40,000 shall be due one month after the closing date and shall thereafter be paid annually by the same date.

- (1) In the event of termination of the Railroad Easement upon other than the anniversary of the closing date, remaining rental due shall be prorated accordingly.
- (2) The rental amount may be adjusted upward by the Authority each five (5) years, but each upward adjustment shall be no greater than ten percent of the previous rate.

B. At such time as the Railroad Easement is terminated, Soo 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.

SECTION 11 - RAIL CAR STORAGE

Effective no later than six (6) months after closing, Soo and its tenants shall cease storing or parking railroad cars at any location on the Property except such cars as are actually used to service rail users located on or adjacent to the Property. Any rail cars required to be stored for the use of such rail users shall be parked in the vicinity of the loading or unloading tracks of said users.

SECTION 12 - TERMINATION OF RAILROAD EASEMENT

A. As provided in this Section 12, the Railroad Easement and the rental obligation under Section 10 will terminate, and the Railroad Easement Escrow account referred to in Section 4B(2) including accrued interest will be paid to Soo, no later than 90 days (unless winter conditions have prevented removal of Soo Trackage, then 180 days) after the effective date of an abandonment authorization order issued by the Interstate Commerce Commission ("ICC") or an ICC Notice of Exemption, and upon the occurrence of the events in (1) and either (2) or (3) below (unless otherwise provided by this Agreement):

- (1) (a) Written notice of termination by either party to the other party;
- (b) Soo delivers a release of Railroad Easement suitable for recordation;
- (c) The Authority accepts relinquishment of the Railroad Easement in writing which shall be given

when Soo satisfies the conditions in either (2) or (3).

- (2) Upon notification by Soo in writing to the Authority that Soo intends to remove the Trackage, and Soo completes salvage of the Trackage and removal of rails located in and across public streets and highways and restores paving (or has reimbursed the Authority for the cost of doing the same). All such removal and repaving shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties. If Soo has not completed salvage, and removal of rails and restoration of paving in and across public streets and highways, within ninety days after the effective date of the abandonment authorization (unless winter conditions have prevented removal of Soo Trackage, then within 180 days), the Trackage not salvaged shall be abandoned in place without compensation from the Authority and Soo shall reimburse the Authority for the cost of completing any removal and repaving which may be deducted from the Railroad Easement Escrow payment.

However, the Authority may, at its sole option, declare that the Trackage is to be left in place and pay to Soo within 90 days of the effective date of the abandonment order the market value of the track materials, less the cost of removal and the value of any additions or betterments previously provided at the

expense of the Authority. In such event, Soo shall have no obligation to restore street and highway crossings.

- (3) Upon notification by Soo in writing to the Authority that Soo does not intend to remove the Trackage from the Property and Soo completes the removal of rails located in and across public streets and highways and the restoration of paving (or Soo reimburses the Authority for the cost of doing the same) no later than ninety days after the effective date of the abandonment authorization (unless winter conditions have prevented removal of Soo Trackage, then within 180 days). All such removal and repaving shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties. The Trackage not salvaged shall be deemed abandoned in place without compensation from the Authority. If Soo has not completed removal of rails and restoration of paving in and across public streets and highways within ninety days after the effective date of the abandonment authority (unless winter conditions have prevented removal of Soo Trackage, then within 180 days). Soo shall reimburse the Authority for the cost of completing any remaining removal and repaving, which may be deducted from the Railroad Easement Escrow payment.

B. Both Soo and the Authority shall have the right to terminate the Railroad Easement at any time in accordance with the provisions of this Agreement. Any such termination must be

initiated by written notice to the other party of its desire to terminate the Railroad Easement. Notwithstanding any other provisions of this Agreement, the Railroad Easement will terminate no later than 15 years following the date of closing, at which time the provisions of Section 12, paragraph E will apply. At that time, Soo agrees to transfer its railroad freight service common carrier obligation to the Authority or the Authority's designee.

C. If Soo desires to terminate the Railroad Easement, Soo shall have the obligation to seek to obtain, by Notice of Exemption, abandonment application, or such other filing as may be appropriate, any necessary ICC and other regulatory approval to terminate common carrier railroad freight service. In such event, Soo shall have no right to any payment for lost freight revenue. The Authority agrees to cooperate in seeking regulatory approval.

D. In the event of cessation of local rail freight traffic for a period of one year or more, or in the event the last user of rail freight service along the Railroad Easement ceases operations or otherwise makes clear that it has no further need for rail service, Soo shall have the obligation to seek to obtain, by Notice of Exemption, abandonment application, or such other filing as may be appropriate, any necessary ICC and other regulatory authority to terminate common carrier railroad freight service. Soo agrees to make filing of any such request for abandonment authority within six months after the last user ceases operations or after a year in which no local railroad traffic has originated or terminated on the Railroad Easement. Soo further agrees to use its best efforts to

obtain any necessary regulatory abandonment approval for itself and any other users within one year of said filing.

- (1) The Authority agrees to cooperate in any such effort. In the event more than one year elapses before necessary regulatory approval is obtained by Soo, or earlier at Soo's request, the Authority may, at its option, proceed in the name of the Soo to prosecute and complete any necessary regulatory procedure to obtain authorization for such cessation, including cessation of operations by users.
- (2) In the event regulatory approval to cease rail operations is not received within one year of said filing, or is denied in whole or in part, Soo agrees to transfer its railroad freight service common carrier obligations to the Authority or the Authority's designee, if requested by the Authority, in which case Section 12E(2) will apply.
- (3) Soo shall not be entitled to any payment for lost freight revenue, except as provided in paragraph (2) above.
- (4) Soo shall have no obligation to appeal an adverse regulatory decision, but shall be obligated to refile for abandonment approval no later than one year after any such denial. In any event, Soo shall have no obligation to refile for abandonment approval subsequent to a denial more than twice.

- (5) The Authority shall have the right at any time to require Soo to divulge its most recent two years freight traffic and revenues generated on the Railroad Easement.

E. In the event the Authority requests termination of the Railroad Easement, the Authority shall have the obligation to obtain regulatory approval at its expense. Soo agrees to cooperate in any such effort at its expense, including preparation of necessary traffic, accounting and financial data in form suitable for ICC or other regulatory application. Soo also agrees that the Authority may proceed in the name of the Soo to prosecute and complete any such procedure. Soo agrees to provide any requested data for regulatory filing within ninety days of request by the Authority.

- (1) In the event regulatory approval to cease rail operations is not received within one year of said filing, or is denied in whole or in part, Soo agrees to transfer its railroad freight service common carrier obligations to the Authority or the Authority's designee, if requested by the Authority, in which case, Sec. 12E(2) will apply.
- (2) In the event the Authority requests termination of the Railroad Easement prior to cessation of active rail freight shipping via the Easement, the Authority will make an additional payment at the time termination takes place for lost net revenue calculated in accordance with the provisions of Exhibit H based on average freight revenues for the most recent two years prior to the

request by the Authority and based upon the assumption that revenue will continue for a maximum term of 20 years from the date of closing and further based on the cost of capital as determined by the Interstate Commerce Commission on the date of the request by the Authority to terminate the freight railroad easement. Revenues used in the projection shall be adjusted to reflect those revenues reasonably expected to continue. No payment for lost revenue will be made under any other circumstances.

F. In the event the Authority shall cause, contribute to, or assist in the relocation of any customer facility located adjacent to the Railroad Easement and currently used for rail shipping, the Authority shall:

1. Give Soo advance notice of the proposed relocation.
2. Keep Soo advised as to the particulars of the proposed relocation.

In the event such facility is relocated with the financial assistance of the Authority on a line of railroad not served by Soo, CP Rail or their affiliates, successors or assigns, the provisions of Section 12E(2) will apply.

SECTION 13 - OBLIGATIONS FOLLOWING TERMINATION

Upon termination of the Railroad Easement, 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 14 - RAILROAD EASEMENT MAINTENANCE, OPERATIONS,
CONTROL AND ENTRY

A. Until termination of the Railroad Easement, Soo shall have the exclusive direction and control of the Trackage upon said Easement, at its sole cost and expense, subject to the rights of the Authority as set forth in this Agreement. Soo shall perform all construction, derailment or wreck clearing, maintenance, repair and renewal of the Trackage, including any additions thereto it may deem necessary or desirable for the safe and efficient operation of all trains. Soo's obligation for maintenance and repairs shall include any repairs to overhead bridges necessitated by reason of interference with freight railroad operations, which repairs are not required for any other purpose.

B. The management and operation of the Railroad Easement shall be under the direction and control of Soo. Soo shall have the power to change its operations, management and operating practices on or over the Railroad Easement as in its judgment may be necessary, expedient or proper for the operations herein intended, consistent with the provisions of this Agreement.

C. Soo shall have the right to operate trains, engines and cars over the Railroad Easement for its sole benefit, and shall not, except as otherwise provided in this Agreement without prior written permission by the Authority, which permission shall not unreasonably be withheld, permit any third party to operate trains, engines or cars over the Railroad Easement except as already provided in existing trackage rights agreements or as a temporary emergency detour.

D. Soo shall, at its sole cost and expense, determine all means and employ all persons necessary to operate, maintain, repair and renew the Trackage, as well as crossings, crossing signals, ditches, roadbeds, bridges, and communication lines within the Railroad Easement which may be necessary for its use of the Trackage.

E. Soo shall have a right of access over other portions of the Property for the sole purpose of maintaining and performing freight railroad operations over the Railroad Easement. Such access shall not unreasonably interfere with activities of the Authority or other users permitted by the Authority upon Property not part of the Railroad Easement.

F. The Authority shall not pay the expenses of any public crossing of the Railroad Easement 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 as a result of activities of third parties not authorized by the Authority occupying or otherwise interfering with the Railroad Easement.

G. The Authority may enter upon, and make alterations to, the Railroad Easement subject to the following conditions:

- (1) The Authority shall give Soo at least three working days advance notice of the date, time, and location of each entry upon the Railroad Easement and the precise nature

of the activities to be conducted on the Railroad Easement at each such date, time and location.

- (2) The Authority and its contractors shall not interfere with the operations of any trains or railroad facilities upon the Railroad Easement except with the consent of Soo which consent shall not be unreasonably withheld.
- (3) The Authority shall take (and shall cause its contractors to take) such actions as are required to afford Soo the benefit of any applicable insurance held by the Authority or its contractors. In any case where the circumstances would cause a prudent railroad to require the Authority or its contractors to do so, the Authority or its contractors shall procure and maintain in effect railroad protective liability insurance (occurrence form), in Soo's name and issued by an insurer and in a form acceptable to Soo, with limits of \$2,000,000 per occurrence and \$6,000,000 aggregate for bodily injury (including death) and property damage.
- (4) While on the Railroad Easement, the Authority and its contractors shall comply with all applicable laws and with Soo's safety rules, all at no expense to Soo.
- (5) No work shall be done or obstruction placed over any track or within the Railroad Easement until the Authority or its contractors shall have arranged for Soo to furnish, at the Authority's or its contractors' expense, such flagging as Soo deems necessary for the protection

of railroad operations. Such flagging shall not relieve the Authority or its contractors from any liability.

- (6) Construction equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any track.
- (7) If the Authority desires to construct facilities upon the Railroad Easement, such construction shall be effected in strict accordance with plans which have been approved in advance by Soo. The Authority shall submit the plans to Soo no less than forty-five (45) days prior to the commencement of construction. Soo may require the Authority to make changes in the plans if, in Soo's judgment, the planned construction would create a safety hazard with respect to, or interfere with, railroad operations. Soo assumes no responsibility for, and shall not under any circumstances be held liable for, any error, omission, defect, or deficiency in the plans.
- (8) The Authority shall not construct any facility over any track where the vertical distance between the top of the rail and any part of the facility is less than 23 feet.

SECTION 15 - LIABILITY

A. While conducting operations over the Railroad Easement, 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 resulting directly or indirectly from the act or omission of Soo, its agents,

employees, customers, tenants, or invitees, occurring on or from the Property (including, without limitation, reasonable attorney's fees and compensation for harm resulting from the handling, storage or release of toxic or hazardous substances or wastes, pollutants or contaminants including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

B. Notwithstanding anything in this Agreement to the contrary, in case of collision occurring on the Property involving railroad cars, locomotives, rail passenger cars, motor vehicles, other vehicles or equipment operated by the respective parties which causes Loss or Damage involving the Sole Property or Sole Employees of each of the parties hereto, the party whose Sole Employees are alone at fault shall be solely responsible for and shall settle for and pay the entire Loss and Damage caused thereby, or, if caused by the fault of the Sole Employees of both parties hereto, each party hereto shall bear and pay for all Loss or Damage which its Sole Employees and Sole Property may have suffered as a result thereof, and each party shall bear the percentage of Loss or Damage for which it is legally responsible to third parties.

C. Each party hereto shall pay all Loss or Damage for which such party shall be liable under the provisions of this Agreement, and shall defend, indemnify and save harmless the other party against such Loss or Damage, including any such damages in any court action. Each party hereto shall have the right to settle, or

cause to be settled for it, all claims for Loss or Damage for which such party shall be liable under the provisions of this Agreement, and to defend or cause to be defended all suits for the recovery of any such Loss or Damage.

D. Each party shall give the other prompt written notice of any and all claims or suits arising from operations on or about the Railroad Easement.

E. 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 Minn. Stat. Ch. 466. Further, the Authority's obligations set forth in this Section 15 and otherwise in this Agreement are expressly limited and governed by the provisions of Minn. Stat. Ch. 466, Minn. Stat. Ch. 604, and any other applicable law or regulation.

SECTION 16 - ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

A. Soo hereby represents and warrants as follows to the Authority, such representations and warranties to be true and correct on the closing date, that:

- (1) Soo has provided to the Authority within 30 days of the execution of this Agreement all relevant and material environmental information with respect to the Property which is in Soo's possession. Soo may provide such information in summary fashion, but warrants that any summary so provided is fully representative of the environmental conditions of the Property known to Soo and

that Soo has promptly provided all other relevant documents, data, test results, reports and recommendations requested by the Authority as it pertains to said summarized information. The summarized information will be set forth in Soo's Environmental Disclosure schedule which shall be identified as Exhibit I to this Agreement.

- (2) Except as disclosed in any documentation provided by Soo to the Authority pursuant to this Section 16 hereof and except as disclosed on Exhibit I (which is to be provided to the Authority within 30 days after the date of this Agreement), Soo has not generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9647, as amended) on the Property, nor has Soo undertaken any activity on the Property which has caused, or, to Soo's knowledge, would contribute to:

- (i) the Property being or becoming a treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar state law or local ordinance,
 - (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants from the Property within the meaning of CERCLA or any similar state law or local ordinance,
 - (iii) the discharge from the Property of pollutants or effluent into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., or any similar law or local ordinance.
- (3) Except as disclosed in Exhibit I, to Soo's knowledge, there is no existing claim or cause of action and there is no pending claim or cause of action against the Property under RCRA, CERCLA or any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B ("MERLA") and the

Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat.
§ 115C.

- (4) Except as disclosed on Exhibit I, no above ground or underground tanks (i) have been located on the Property by Soo, or (ii) have been located on the Property by Soo and subsequently removed or filled. There are no known wells within the meaning of Minn. Stat. § 103I.005 on the Property except as described on Exhibit I.

SECTION 17 - ENVIRONMENTAL INDEMNIFICATION

A. Except as limited by this Section 17, Soo shall defend, indemnify and hold the Authority harmless from and against all claims, damages, liabilities, costs, including costs and expenses of response, removal, remediation or disposal expenses (including reasonable experts' and attorneys' fees), suits or obligations of any and every nature whatsoever to the extent that they (i) result from or arise out of Soo's breach of any of the representations and warranties in Section 16 of this Agreement, or (ii) result from or arise as a result of the generation, treatment, use, handling, storage, transportation, manufacture, release, discharge or disposal of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products) on or from the Property to the extent that same occurred prior to transfer of ownership of the Property to the Authority.

B. Soo's obligation to the Authority for responding to, removing, remediating or disposing of any pollutant, contaminant, toxic or hazardous substance or waste is restricted to that where the response, removal, remediation or disposal is ordered or required by any federal, state or local government agency with jurisdiction over the same; however, response, removal, remediation or disposal shall be based upon techniques that reasonably accommodate the time needs of the Authority in using the Property as a transportation corridor.

C. Soo's obligation to the Authority for responding to, removing, remediating or disposing of any pollutant, contaminant, toxic or hazardous substance or waste is further limited to that necessary for the Authority's use of the Property as a transportation corridor, including, but not limited to, use as a railroad right-of-way, roadway, bike, pedestrian or other trailway and necessary facilities, including without limitation, station sites, maintenance facilities and other buildings incidental to use as a transportation corridor.

D. The Authority is responsible for the first \$50,000 attributable to each Environmental Site up to an aggregate total of \$250,000 for all Environmental Sites.

E. Soo is obligated to defend, indemnify and hold the Authority harmless for amounts over \$50,000 attributable to each Environmental Site and for amounts in excess of the Authority's aggregate amount of \$250,000.

F. Notwithstanding anything else to the contrary in this Section 17, Soo's obligation to defend and indemnify the Authority with respect to Environmental Sites shall be limited to an aggregate amount of \$2,000,000.00 for any and all Environmental Sites.

G. Soo is not responsible for defending or indemnifying the Authority for Environmental Sites discovered after termination, pursuant to Section 12, of the Railroad Easement.

H. Each Party agrees to inform the other of notices and investigations of Environmental Sites and the Parties further agree to confer with respect to management of remediation.

I. All the terms, covenants, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs, executors and assigns.

SECTION 18 - SURVIVAL

All of the terms of this Agreement, including all warranties, representations, and indemnification given by each party in this Agreement, all of which are relied upon by the each party shall survive and be enforceable after the closing date and any subsequent transfer of title of the Property.

SECTION 19 - LAWS GOVERNING

This Agreement shall be governed, 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 20 - LABOR RELATIONS

Soo and the Authority each shall be responsible for conducting their own labor relations with any labor organization either representing or seeking representation among either's employees, and each shall regulate or seek to adjust all disputes that may arise with respect to their employees without involving the other party. Either party may freely enter into any contract with any labor organization representing or seeking representation among its own employees. Neither party shall obligate the other party to its employees or to any union representing its employees. Each party shall give written notice to the other of any labor dispute that prevents or threatens to prevent timely performance under this Agreement, including all relevant information concerning the dispute that may impact upon this Agreement.

SECTION 21 - INDEPENDENCE OF PARTIES

Soo and the Authority hereby declare that they are acting independently, and agree that in the performance of this Agreement their actions are as independent contractors and not as an employee of the other; nor are any of their respective employees considered at any time an employee of the other. Soo has and hereby retains full control of its business in the performance of this Agreement and full control of all the employment, compensation and discharge of all employees of Soo assisting in its performance hereunder.

Soo and the Authority each shall be fully responsible for all matters relating to payment of their employees, including compliance with Social Security, Railroad Retirement, withholding taxes and all other laws and regulations governing such matters. Soo and the Authority each shall be responsible for their own acts and those of their agents, officers, employees, lessees, and contractors during the term of this Agreement.

SECTION 22 - REMEDIES FOR BREACH. If the Authority fails to perform any of the terms or conditions of this Agreement within the specified time limits, Soo may declare this Agreement terminated or may have this Agreement specifically enforced. Likewise, if Soo fails to perform any of the terms or conditions of this Agreement within the specified time limits, the Authority may declare this Agreement terminated or may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section 22 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 either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

SECTION 23 - ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the sale and purchase of the Property. Neither party has relied on any statements or representations by the other party except as are set forth in this Agreement.

SECTION 24 - 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 assigns, including without limitation any entities into or by which either of the parties is merged, combined, reorganized or acquired.

SECTION 25 - 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. If delivered at the closing, a notice shall be deemed given when hand-delivered to the party's representative at the closing. The business addresses of the parties are as follows:

SOO

mailing address: P. O. Box 530
Minneapolis, Minnesota 55440
Attn: Director - Real Estate

delivery address: 1380 Soo Line Building
105 South 5th Street
Minneapolis, Minnesota 55402
Attn: Director - Real Estate

telecopier: (612) 347-8170
Attn: Director - Real Estate

THE AUTHORITY

mailing address: Hennepin County Regional Railroad
Authority
Southwest Street Level
Government Center
Minneapolis, MN 55487-0016
Attn: Director - Light Rail Transit

delivery address: Hennepin County Regional Railroad
Authority
Southwest Street Level
Government Center
Minneapolis, MN 55487-0016
Attn: Principal Right-of-way Agent

telecopier: (612) 348-9710
Attn: Principal Right-of-way Agent

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:

Jessie A. Keener
Assistant Secretary

SOO LINE RAILROAD COMPANY

By B. [Signature]
Its SENIOR VICE PRESIDENT
DEVELOPMENT

ATTEST:

Mary Ellen Hudson

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

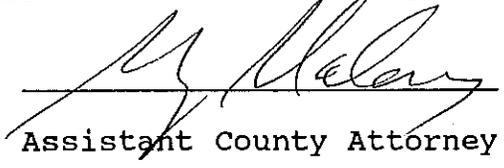
By Mark Andrew
Its Chairman
and
By Pat [Signature]
Its Executive Director

Approved as to execution:


Assistant County Attorney

Dated: 1-5-93

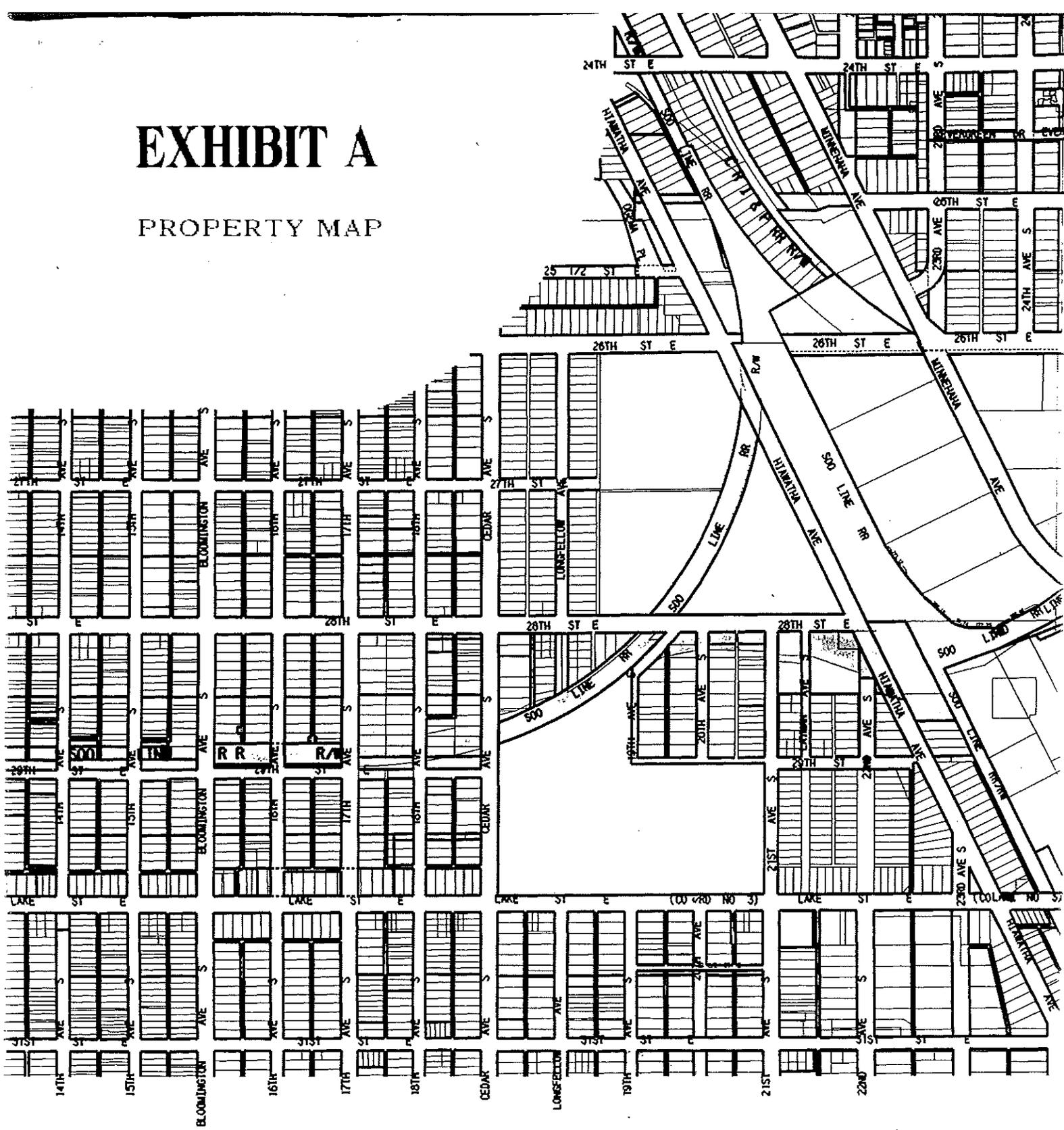
Approved as to legality:

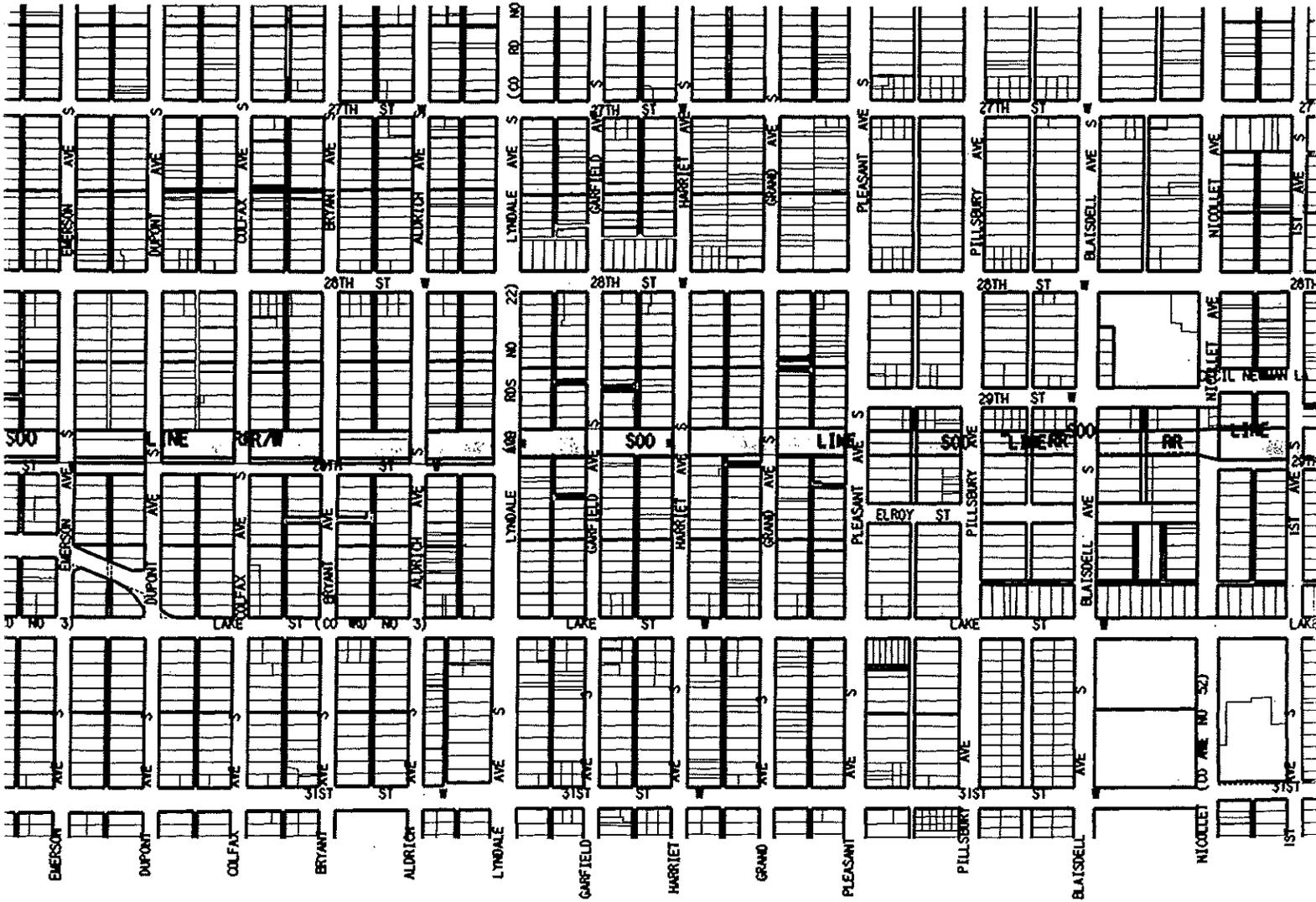

Assistant County Attorney

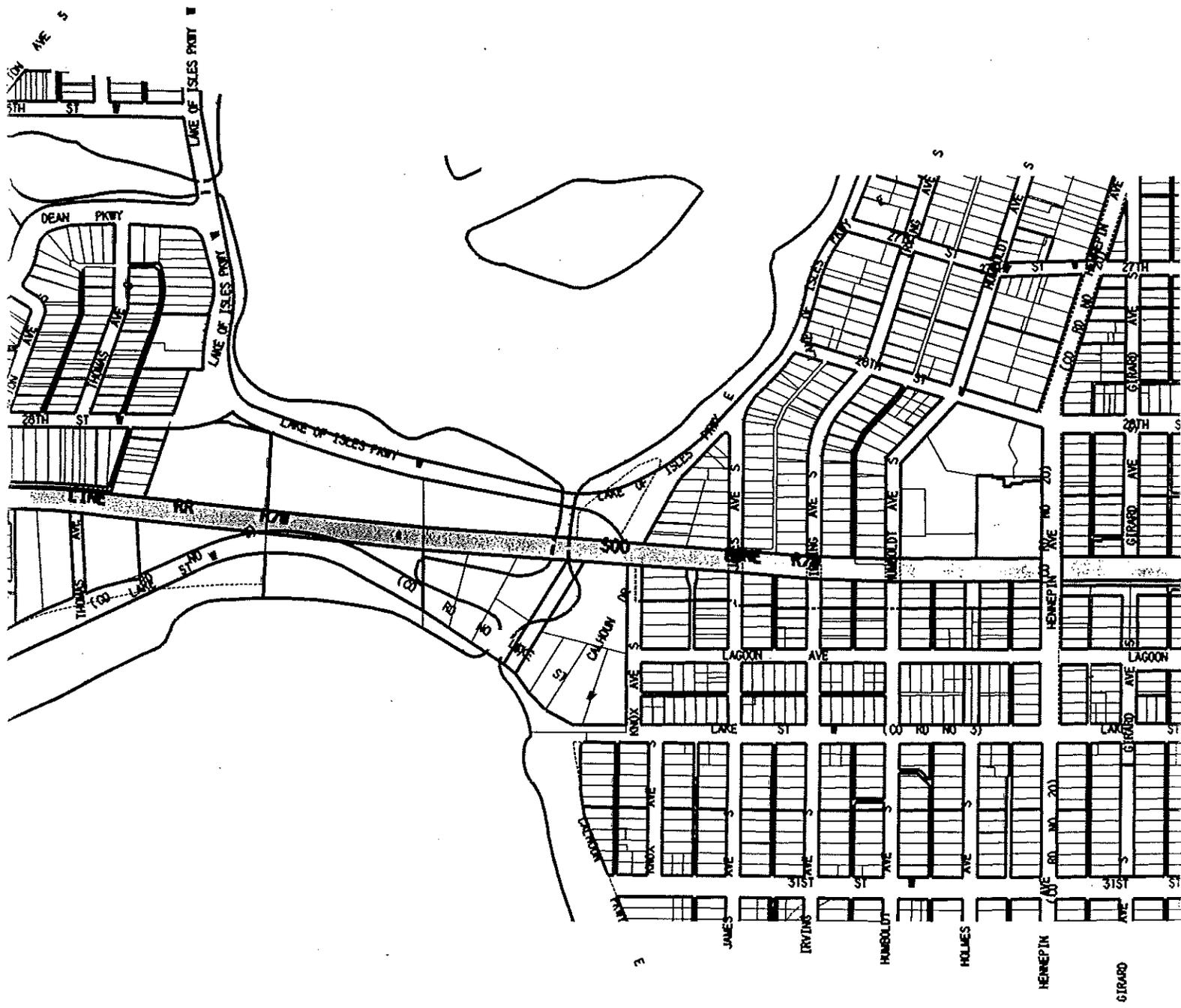
Dated: 12-23-92

EXHIBIT A

PROPERTY MAP







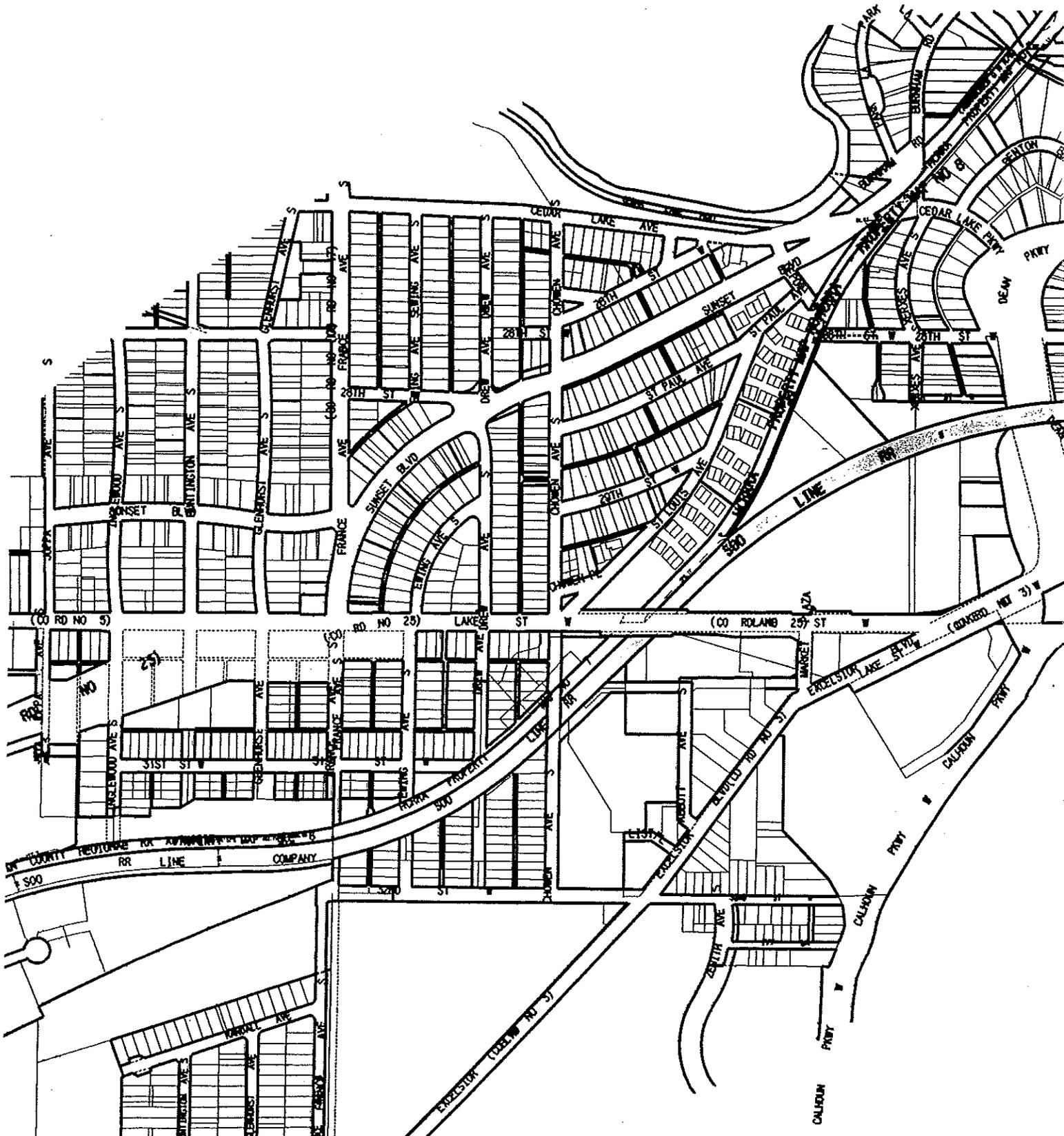


EXHIBIT B

Legal Description of Property

All that part of the Soo Line Railroad Company right of way passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Soo Line Railroad Company right of way passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

Exhibit C - 2 of 3

Description of Property Affected

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

also:

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

Description of Railroad Easement to Expire (Insert Date of Severance at Hiawatha)

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of: all main tracks, spurs, sidings and tail tracks as they are now laid out and constructed over the above described property.

Exhibit C - 3 of 3

Description of Railroad Easement to Expire December 31, 2008

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of all existing trackage over the above described property lying between the west boundary of Fifth Avenue and the west boundary line of Bloomington Avenue, in the City of Minneapolis

also

a strip of land 30 feet in width lying 15 feet on either side of the centerline of the south main track over the above described property lying west of the west boundary line of Fifth Avenue, and east of the west boundary of Bloomington Avenue to the east boundary line of Cedar Avenue, in the City of Minneapolis

EXHIBIT D 1 of 3

QUITCLAIM DEED

--	--

(reserved for valuation and tax data)

(reserved for recording data)

Date: _____, 199__

For valuable consideration, Soo Line Railroad Company ("Grantor" or "Seller"), a corporation under the laws of the State of Minnesota, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority ("Grantee"), a political subdivision and local governmental unit under the laws of the State of Minnesota, real property in Hennepin County, State of Minnesota, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

That part of the Soo Line Railroad Company right of way passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

That part of the Soo Line Railroad Company right of way passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

EXHIBIT D 2 of 3

(Abstract Property)

also:

That part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying south of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According^{to} the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

[~~Seller certifies that Seller does not know of any wells on the real property.~~] (insert as necessary)

SOO LINE RAILROAD COMPANY

By: _____

Its: _____

STATE OF MINNESOTA

)SS

COUNTY OF HENNEPIN

The foregoing quitclaim deed was acknowledged before me this _____ day of _____ 199__ by _____ the _____ of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

EXHIBIT D 3 of 3

Tax statements for the property
should be sent to Grantee at:

This instrument was drafted by:
John P. Nail
Soo Line Railroad Company
P. O. Box 530
Minneapolis, MN 55440

EXHIBIT E

QUITCLAIM BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

Soo Line Railroad Company ("Seller"), in consideration of the sum of \$1.00 and other valuable consideration to it paid, receipt of which is hereby acknowledged, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority the following property:

This conveyance is made strictly on an "as is, where is" basis, and Seller makes no express or implied representation or warranty whatsoever concerning said property (including, without limitation, express or implied representations or warranties of title, merchantability, or fitness for a particular purpose).

SOO LINE RAILROAD COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT F

LIST OF LEASES, CONTRACTS, PERMITS, LICENSES, AND OTHER INSTRUMENTS

<u>Lessee/Licensee</u>	<u>Number</u>	<u>Type Agreement</u>
Roland Millwork Co.	24055	Land lease
Bituminous Roadways, Inc.	24126	Land lease
Sears, Roebuck & Co.	24191	Land lease
Donald K. Raymond	24400	Land lease
Bituminous Roadways, Inc.	24767	Land lease
Northern States Power	25034	Wire crossing
KBL Cablesystems of Minnesota	25391	Wire crossing
KBL Cablesystems of Minnesota	25392	Wire crossing
KBL Cablesystems of Minnesota	25393	Wire crossing
KBL Cablesystems of Minnesota	25394	Wire crossing
KBL Cablesystems of Minnesota	25395	Wire crossing
KBL Cablesystems of Minnesota	25396	Wire crossing
Northern States Power	25420	Pole & wire agreement
Northern States Power	25445	Overhead wire crossing
Northern States Power	25457	Wire crossing
Northern States Power	25464	Pole & wire agreement
Northern States Power	25466	Pole & wire agreement
U. S. West Communications	25604	Conduit agreement
U. S. West Communications	25606	Conduit agreement
U. S. West Communications	25620	Conduit agreement
U. S. West Communications	25624	Pole line attachment
U. S. West Communications	25632	Pole & wire agreement
U. S. West Communications	25645	Pole & wire agreement
KBL Cablesystems of Minnesota	25680	Wire crossing
KBL Cablesystems of Minnesota	25681	Wire crossing
AT & T Communications Inc.	26086	Fiber optic agreement
Northern States Power	26292	Wire crossing
Northern States Power	26632	Pole & wire agreement
Minnegasco	27116	Gas pipe line agreement
Northern States Power	27384	Overhead wire crossing
Northern States Power	27612	Wire crossing
Northern States Power	27627	Overhead wire crossing
John A. Dalsin & Sons, Inc.	27878	Land lease
KBL Cablesystems of Minnesota	28039	Wire crossing
KBL Cablesystems of Minnesota	28040	Wire crossing
Northern States Power	28066	Overhead wire crossing
Paragon Cable TV	28080	Overhead wire crossing
U. S. West Communications	28202	Pole & wire agreement
Smith Foundry Company	28285	Land lease and shed
L. H. Sowles Company	28487	Land lease
N. C. Bennett Lumber Company	28625	Land lease
Minneapolis Gas Light Co.	N7226	Gas pipe agreement
City of Minneapolis	V68	Bridge agreement
City of Minneapolis	V74	Bridge agreement
City of Minneapolis	V210	Land sale agreement
City of Minneapolis	V2368	Bridge agreement
Minneapolis Gas Light Co.	W1406	Gas pipe agreement
City of Minneapolis	W2272	Sewer line agreement
City of Minneapolis	W2427	Sewer line agreement
Minneapolis Gas Light Co.	W3509	Gas pipe agreement
Minneapolis Gas Light Co.	W3937	Gas pipe agreement
Minneapolis Gas Light Co.	W4106	Gas pipe agreement
Minneapolis Gas Light Co.	W4111	Gas pipe agreement
City of Minneapolis	W5320	Water pipe agreement
City of Minneapolis	W6469	Storm sewer agreement
Naegele Outdoor Advertising	SOL-726	Sign board
Midwest Outdoor Adv, Inc.	SOL-776	Sign board
Midwest Outdoor Adv, Inc.	SOL-777	Sign board
Midwest Outdoor Adv, Inc.	SOL-791	Sign board
Minneapolis Com. Dev. Agency	None	Environ. Rt. of Entry

MCI Fiber-optics

26093

Exhibit H

Formula to Calculate the Net Present Value of Future Lost Net Freight Revenue

Lost Net Revenue = The product of "A" and "T" discounted to the present value, using "C" as the discount rate when:

A = Average annual lost net freight revenue, before tax, from the then available records of the most recent two-year period. Revenues used in the projection should be adjusted to reflect those revenues reasonably expected to continue.

C = Cost of Capital determined by I.C.C. on the date of request by the Authority.

D_1 = Date of closing plus 20 years.

D_2 = Date of termination of Railroad Easement.

T = $D_1 - D_2$ (remaining term).

Exhibit H

Formula to Calculate the Net Present Value of Future Lost Net Freight Revenue

Lost Net Revenue = The product of "A" and "T" discounted to the present value, using "C" as the discount rate when:

A = Average annual lost net freight revenue, before tax, from the then available records of the most recent two-year period. Revenues used in the projection should be adjusted to reflect those revenues reasonably expected to continue.

C = Cost of Capital determined by I.C.C. on the date of request by the Authority.

D₁ = Date of closing plus 20 years.

D₂ = Date of termination of Railroad Easement.

T = D₁ - D₂ (remaining term).

Minneapolis to Hopkins Trail

HOPKINS TO MINNEAPOLIS TRAIL AGREEMENT
 (THIS APPROVES EXTENDING TRAIL FROM BELTLINE
 BLVD. TO WEST END MIDTOWN GREENWAY TRAIL)
 RESOLUTION NO. 46-HCRRRA-00.

The following Resolution was offered by Commissioner Opat, seconded by
 Commissioner Dorfman:

BE IT RESOLVED, that First Amendment to Permit Agreement No. 73-32001 with
 Suburban Hennepin Regional Park District, extending the Hopkins to Minneapolis
 Recreational Trail on Hennepin County Regional Railroad Authority property,
 from Beltline Boulevard in St. Louis Park, to the west end of the 29th Street
 Midtown Greenway - Phase I Trail at Chowen Avenue in Minneapolis, be approved;
 and that the Chair of the Board be authorized to sign the First Amendment on
 behalf of the Authority.

The question was on the adoption of the Resolution and there were 6 YEAS and
0 NAYS, as follows:

BOARD OF COMMISSIONERS HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Michael Opat	<u>X</u>	—	—
Mark Stenglein	—	—	<u>ABSENT</u>
Gail Dorfman	<u>X</u>	—	—
Peter McLaughlin	<u>X</u>	—	—
Randy Johnson	<u>X</u>	—	—
Penny Steele	<u>X</u>	—	—
Mary Tambornino, Chair	<u>X</u>	—	—

RESOLUTION ADOPTED ON 10/03/00

ATTEST: _____
 Secretary, HCRRRA

RESOLUTION NO. 49-HCRR-98

The following resolution was offered by Commissioner Opat, seconded by Commissioner Stenglein:

WHEREAS, Resolution 8-HCRR-84 authorized the purchase of abandoned Chicago and NorthWestern Transportation Company (CNW) right of way, located between the City of Hopkins and the City of Minneapolis; and

WHEREAS, the Suburban Hennepin Regional Park District (Hennepin Parks) desires to construct a recreational trail between the proposed 29th Street Greenway Trail and the existing Hopkins-to-Chaska Trail; and

WHEREAS, Hennepin Parks desires to enter into a permit agreement with Hennepin County Regional Railroad Authority for the purpose of constructing and maintaining a recreational trail in the Hopkins-to-Minneapolis Corridor, between 11th Avenue South, in the City of Hopkins, and Beltline Boulevard, in the City of St. Louis Park,

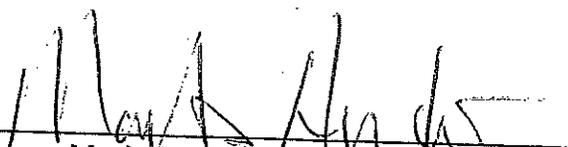
BE IT RESOLVED, that Permit Agreement 73-32001, with the Suburban Hennepin Regional Park District, for recreational trail purposes, be approved, and that the Chair be authorized to sign the Agreement on behalf of the Authority.

The question was on the adoption of the resolution and there were 6 YEAS and 0 NAYS as follows:

BOARD OF COMMISSIONERS
HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Mike Opat	<u>X</u>	_____	_____
Mark Stenglein	<u>X</u>	_____	_____
Mark Andrew	<u>X</u>	_____	_____
Peter McLaughlin	<u>X</u>	_____	_____
Randy Johnson	<u>X</u>	_____	_____
Penny Steele	<u>X</u>	_____	_____
Mary Tambornino, Chair	_____	_____	<u>ABSENT</u>

RESOLUTION ADOPTED SEPTEMBER 1, 1998

TEST: 
Mark Andrew, Secretary

MAPLS. TO HOPKINS

FIRST AMENDMENT TO PERMIT AGREEMENT NO. 73-32001

THIS AGREEMENT, made and entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY ("Permitter"), a Minnesota political subdivision, and Suburban Hennepin Regional Park District ("Permittee"), a Minnesota political subdivision;

WITNESSETH:

WHEREAS, Permitter and Permittee entered into a certain Permit Agreement bearing Agreement No. 73-32001, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Rail Authority "Hopkins to Minneapolis Rail Corridor", said Permit being set forth in Exhibit "I", attached hereto and made a part hereof by reference;

WHEREAS, Permitter and Permittee desire to amend the Permit in certain particulars;

NOW, THEREFORE, the parties mutually agree as follows:

Clause 1. "Premises" of the Permit is hereby amended by substituting the following therefor:

1. Premises

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) right of way from 11th Avenue South in the City of Hopkins, and including that part of the HCRRA Hopkins to Minneapolis Rail Corridor in the City of St. Louis Park, to the intersection of Chowen Avenue South and West 31st Street in the City of Minneapolis, generally conforming to the center 16 feet of the rail corridor, or generally conforming to that part within 8 feet on each side of the centerline of the trail where trail is not located in the center of the HCRRA rail corridor, and including a crossing of the HCRRA "Kenilworth" railroad trackage approximately 1,475 feet easterly of the east line of Beltline Boulevard in St. Louis Park, Minnesota, said trackage currently being used by the Twin Cities and Western Railroad Company, and including a connection to the west end of the existing 29th Street Midtown Greenway - Phase I Trail at Chowen Avenue South and West 31st Street, as delineated and colored green on HCRRA Property Maps numbered 28, 29, 2, 3, 4, 5, 6, and 31 and attached hereto as Exhibit A.

A more complete description will be prepared upon the completion of construction of the trail and the completion of "as built" construction plans and will replace and supersede the above description.

The said real estate shall be hereinafter described as the "Premises".

Clause 8. "Other Users" of the Permit is hereby amended by substituting the following therefore:

8. Other Users

Permitter shall use its best efforts to terminate or amend any permits or leases, or other written permission to the Premises, except as provided herein, which may previously have been extended to others by Permitter and which conflict with this Permit.

Permittee hereby acknowledges the presence and use of portions of the Premises and adjacent property for railroad purposes by the Soo Line Railroad Company and other users, including without limitation, Permitter and the Twin Cities and Western Railroad. Permittee agrees to coordinate activities with the railroad use to avoid disrupting or otherwise adversely affecting continued railroad use.

Clause 23. "Conditions of Premises Inspection" of the Permit is hereby amended by substituting the following therefore:

23. Conditions of Premises Inspection

Permittee accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Permitter as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the proximity of the Premises to the railroad right of way upon portions of the Premises and adjacent to the Premises and to any railroad operations thereon including, but not limited to, operations of The Soo Line Railroad Company and the Twin Cities and Western Railroad.

Clause 26. "Railroad Operations" is added as a new provision of the Permit:

26. Railroad Operations

Permittee agrees that the rights contained in this Permit Agreement are subject to and subordinate to the rights granted and contained in any agreements entered into by Permitter as to railroad operations over right of way upon portions of the Premises and adjacent to the Premises, including without limitation, agreements with the Soo Line Railroad Company and the Twin Cities and Western Railroad whether or not entered into on or after the commencement of this Permit Agreement. Permittee shall comply with all rules and regulations in regards to railroad operations on the right of way, including without limitation, those regarding safety. This Permit and all provisions thereof shall be subject to revision at any time if made necessary by any order or finding of the Surface Transportation Board or state authorities having jurisdiction over railroad operations.

Without limiting the foregoing, Permittee agrees that the rights contained in this Agreement are subject to and subordinate to the rights granted in the Trackage Rights

Agreement between Soo Line Railroad Company, Twin Cities and Western Railroad Company and Hennepin County Regional Railroad Authority entered into on August 10, 1998, Contract No. A18158, and Permittee agrees to be bound by the terms therein regarding the Kenilworth Trail including without limitation those contained in Sections 4.5 and 4.8. A copy of the Trackage Rights Agreement is attached hereto as Exhibit II and made a part of this Agreement. Further, Permittee agrees that the rights contained in this Agreement are subject to and subordinate to the rights granted in the Purchase Agreement between Soo Line Railroad Company and Hennepin County Regional Railroad entered into on December 23, 1992, and Permittee agrees to be bound by the terms therein regarding the easement granted, which covers the 29th Street Corridor including without limitation those contained in Section 14 regarding entry into the easement area. A copy of the Purchase Agreement is attached hereto as Exhibit III and made a part of this Agreement.

The effective date of this First Amendment to Permit Agreement No. 73-32001 is October 4, 2000.

Except as herein above amended, the terms, conditions and provisions of Permit Agreement No. 73-32001, shall apply to and govern the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 20____.

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

Approved as to form:

[Signature]
Assistant County Attorney
Date: 9/28/00

By: [Signature]
Chair, Board of Commissioners
And: [Signature]
Executive Director

Approved as to form:

Attorney for Suburban Hennepin
Regional Park District
Date: _____

**SUBURBAN HENNEPIN REGIONAL
PARK DISTRICT**

[Signature]
Superintendent
Date: 9-22-2000

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 9/28/00

[Signature]
Chair, Board of Commissioners
Date: 9-21-00

Approved as to execution:

Attorney for the Suburban Hennepin
Regional Park District
Date: _____

EXHIBIT I

Agreement No. 73-32001

PERMIT AGREEMENT

Hopkins to Minneapolis Trail

This agreement, entered into by and between the Hennepin County Regional Railroad Authority, a Minnesota political subdivision, ("Permitter") and Suburban Hennepin Regional Park District ("Permittee") a Minnesota political subdivision.

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

Permitter hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRRA) right of way, located in the Cities of St Louis Park and Hopkins, generally conforming to the center 16 feet of the rail corridor, delineated and marked in green, as shown on the construction plans for the Southwest LRT Extension Trail and attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes, including but not limited to pedestrian use, cross country skiing, bicycles and other non motorized uses, and all requirements necessary to the enjoyment of the Premises for said uses. Permittee shall be granted temporary use of adjacent lands controlled by Permitter as reasonably required for construction and maintenance of the Premises.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of the Hennepin County Regional Railroad Authority until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving ninety (90) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Railroad Authority by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center,

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Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the Suburban Hennepin County Park District by delivering a copy thereof to its Superintendent, 12615 County Road 9, Plymouth, Minnesota 55441. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

Permittee acknowledges that the Premises was acquired by Permitter specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permitter's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permitter of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, Permitter has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of ninety (90) days after such service of said notice of termination, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall, without further notice or demand, deliver possession of the Premises to the Permitter at the expiration of said ninety (90) days and shall, before the expiration of said ninety (90) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permitter, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permitter or, in such case, if the Permitter shall elect, it may, at any time after the expiration of said period of ninety (90) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permitter for all expenses incurred by it in doing so.

7. Rent

Upon any such termination of this Permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Other Users

Permitter shall use its best efforts to terminate or amend any permits or leases, or other written permission to the Premises which may previously have been extended to others by Permitter and which conflict with this permit.

9. Subpermits

Permittee may grant permits to subpermittees only upon written agreement of Permitter. Any subpermit shall be on the same terms and conditions and for the same uses as are contained in this Permit.

10. Signage

Permittee shall provide, install and maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the Suburban Hennepin Regional Park District, by permission of the owner, the Hennepin County Regional Railroad Authority, until the Premises are used for light rail transit or other transportation uses.

11. Nuisance, Waste

Permittee shall not permit the existence of any nuisance on said Premises. Permittee, at all times, shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the permitted uses. Permittee shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

12. Utilities, Title, Existing Rights of Others

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any roadways, easements, leases and permits, whether granted, at Permitter's sole discretion, either prior to or after the date of this Permit Agreement. Permittee agrees to provide to Permitter or other tenants of Permitter access over and through the Premises on these roadways and easements should such access be deemed necessary by Permitter. Permittee accepts said Premises subject to the right of Permitter, its employees, agents, permittees, lessees, and contractors

when reasonably necessary to walk upon said Premises to repair adjacent property and the right of Permitter, its employees, agents, permittees, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon Permitter's property.

13. Indemnification

Permittee shall defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees or other occupiers of the Premises.

Permitter shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees, permittees, lessees, or other occupiers of the Premises.

14. Insurance

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid, Permitter shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permitter in connection therewith.

15. Covenant

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permitter at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

16. Quiet Enjoyment

Permitter has the right and authority to enter into this Agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding

the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 12.

17. Waiver

No receipt of money by Permitter from Permittee after any default by Permittee or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permitter to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

18. Breach

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permitter, then it shall be lawful for the Permitter, then or at any time thereafter, to declare this Permit ended, and to re-enter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Permitter thereafter to avail itself of same and any subsequent breach thereof. In the event Permitter has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permitter.

19. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permitter reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the Permittee or person occupying the Premises during the term of this Permit or any renewal thereof.

20. Improvements, Maintenance

Permittee shall be responsible for the construction of all improvements necessary to its use of the Premises and shall be responsible for the maintenance of said Premises. Permittee shall also be responsible for the construction of all bridges and crossings including, without limitation, under or over passes, required pursuant to Paragraph 25 deemed necessary for Permittee to provide for any trails on the Premises or to otherwise use the Premises. Construction plans, if any, shall be submitted to the Permitter for review and comment. Permitter reserves the right to reject any plans for construction proposed by Permittee on the grounds, in Permitter's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises, or with the operations of the Soo Line Railroad Company or other railroad companies operating on the right of way adjacent to the Premises.

21. Environmental Concerns

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, subpermittees or invitees during Permittee's period of use, including conditions introduced by Permittee, subpermittees, or invitees which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permitter discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permitter shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. Permitter may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permitter reasonably believes that an emergency exists on the Premises. Permitter shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permitter's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

Permittee may make any inspections, tests, audits or reviews of the physical condition of the premises, all at Permittee's sole cost and expense. Such inspections and tests may include, without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the premises ("environmental inspections"). If Permittee elects to abandon its trail project and terminate this agreement due to its "environmental inspection", Permittee shall restore the property to its prior condition, and provide the Permitter with copies of all reports and test result. Permittee agrees to indemnify, defend, and hold the Permitter harmless from any and all actual out-of-pocket expenses incurred by

the by the Permitter related to containing or disposing of any contaminated materials released by such inspections.

In addition to the foregoing provisions of this Paragraph 21, and in exchange for the rights and privileges granted in this Permit Agreement Permittee hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations necessary for Permittee's use of the Premises for trail and park purposes regarding any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement provided, however, that should Permittee elect in its sole discretion to abandon its trail project and terminate this agreement, due to its "environmental Inspections," Permittee shall not be obliged to bear expenses enumerated in this sentence. Further, Permittee agrees to defend, indemnify and hold harmless Permitter, its Commissioners, officers, agents and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. Permittee expressly agrees that the obligations it hereby assumes related to construction and operation of the park trail, shall survive the cancellation of this Permit.

22. Compliance with Laws, Ordinances and Rules

Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. Permittee agrees to comply with rules as may be promulgated from time to time by Permitter. Permittee may enforce its ordinances on the premises, as it applies to third parties.

23. Condition of Premises Inspection

Permittee accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by Permitter as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

Permittee acknowledges and assumes all risks associated with the proximity of the Premises to the railroad right of way adjacent to the Premises and to any railroad operations thereon including, but not limited to, operations of The Soo Line Railroad Company.

24. Liens and Encumbrances

Permittee shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by Permittee, its agents, employees, customers, invitees, subpermittees, lessees or other occupiers of the Premises pursuant to this Permit.

25. Relocation

Notwithstanding the provisions of Paragraph 8 regarding other users, in the event relocation of Permittee's trail is required to accommodate the relocation of rail traffic pursuant to Minn. Stat. 398A.04, Subd.1, as it may be amended, or otherwise is required to accommodate Permitter's use of the corridor, Permittee shall be required at no cost to Permitter to relocate, remove or alter all or any part of Permittee's trail improvements necessary to accommodate such use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 199__.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By: Mary Lamberson
Chair, Board of Commissioners

Approved as to form:

[Signature]
Assistant County Attorney
Date: 8/25/98

And: [Signature]
Executive Director

Attorney for Suburban Hennepin
Regional Park District
Date: _____

Approved as to execution:

SUBURBAN HENNEPIN REGIONAL PARK DISTRICT

Assistant County Attorney
Date: _____

[Signature]
Superintendent
Date: 9-18-98

Attorney for Suburban Hennepin
Regional Park District
Date: _____

[Signature]
Chair Board of Commissioners
Date: 9-17-98

EXHIBIT II

A18158
HCRRRA: Contract No. ~~A18158~~
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 or 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, car 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:

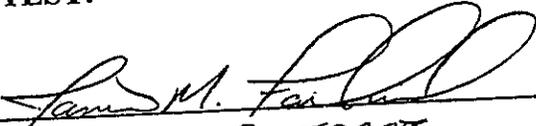
Mailing Address: 2925 - 12th Street East
Glencoe, MN 55336
Attention: President
Fax: 320/864-7220

THE AUTHORITY:

Mailing Address: Hennepin County Regional Railroad Authority
and Delivery 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

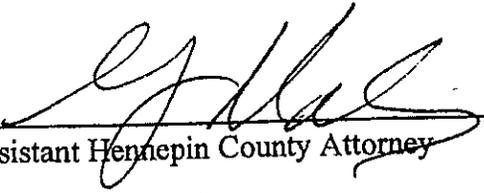
ATTEST:


Title: Assistant Secretary

**TWIN CITIES & WESTERN RAILROAD
COMPANY**

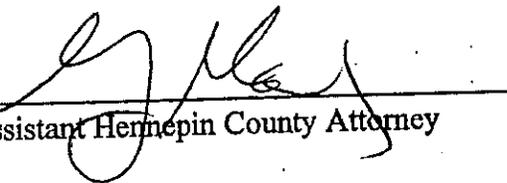
By: 
Its: Chairman

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: 
Its: Chair

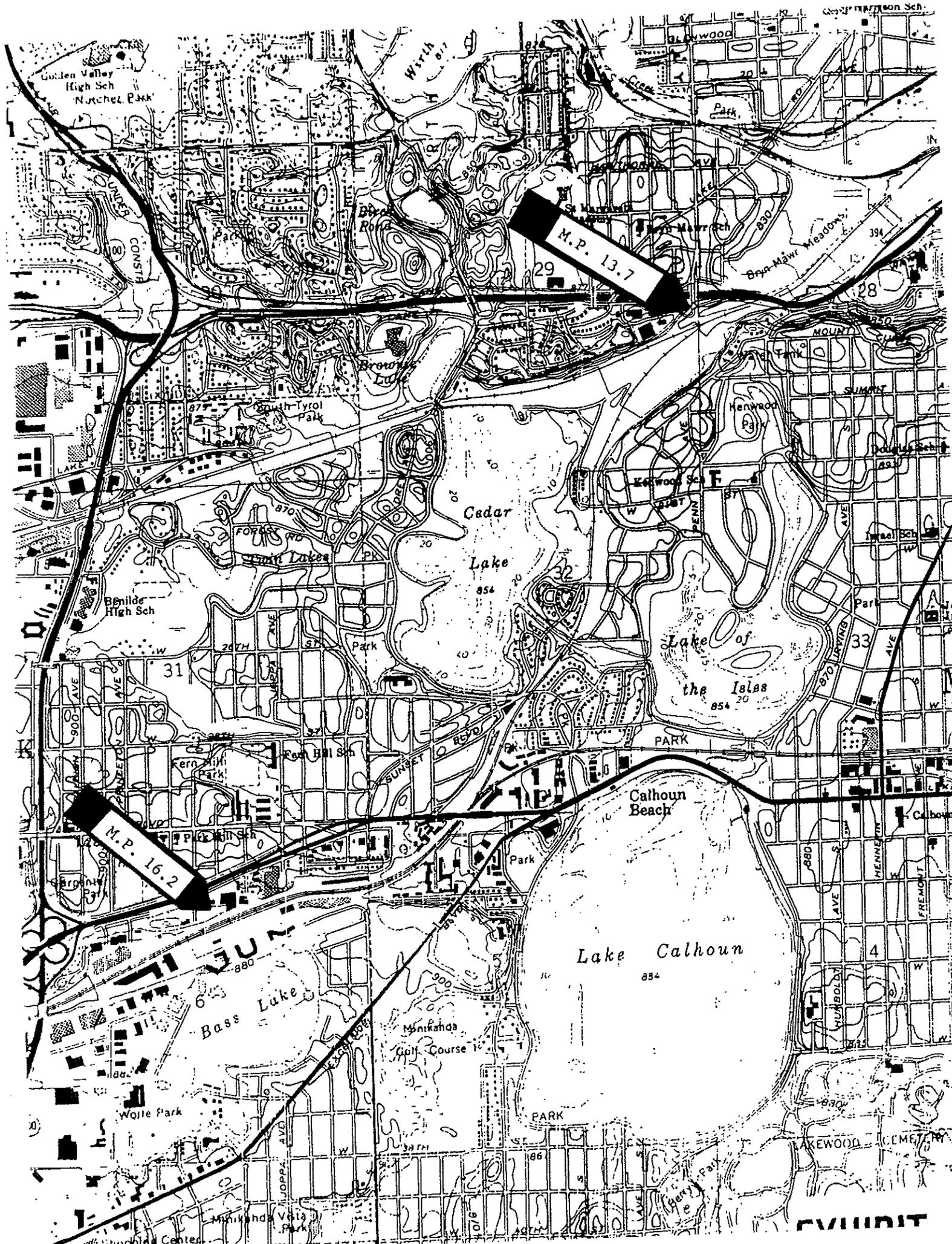
and

By: 
Its: Executive Director

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

Bass Lake

Lake Calhoun

Calhoun Beach

EVUWIT

EXHIBIT III

**PURCHASE AGREEMENT
BETWEEN
SOO LINE RAILROAD COMPANY AND
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

THIS AGREEMENT, made and entered into this 23 day of December, 1992, by and between the Soo Line Railroad Company, a Minnesota corporation, hereinafter sometimes called "Soo", 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

Soo presently owns and operates a line of railroad parallel with the approximate alignment of 29th Street South in the City of Minneapolis, County of Hennepin, State of Minnesota between Hiawatha Avenue and France Avenue sometimes referred to as the 29th Street Corridor.

The State of Minnesota Department of Transportation and the City of Minneapolis propose to reconstruct Hiawatha Avenue between Lake Street and 24th Street South in the City of Minneapolis and desire to eliminate all Soo rail crossings of Hiawatha Avenue within this segment.

Soo is willing to alter its operations in and through the City of Minneapolis to accommodate the Hiawatha Avenue improvements and is willing to sever its rail line across Hiawatha Avenue, providing alternate rail routes are provided for Soo and other railroads presently using the Soo crossings of Hiawatha Avenue under trackage

rights agreements. Soo also expects to be compensated for any increased operating expense resulting from use of alternate routes.

Elimination of rail links across Hiawatha between Lake Street and 24th Street will save substantial sums of money for all governmental agencies involved in funding the Hiawatha Avenue reconstruction.

The Authority desires to acquire by purchase the 29th Street Corridor from Hiawatha Avenue west to France Avenue for future use for public transportation purposes. Acquisition and utilization of said corridor will sever the rail links across Hiawatha substantially accommodating the Hiawatha Avenue reconstruction.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

SECTION 1 - DEFINITIONS

A. "Agreement" shall mean this Agreement dated 12-23, 1992. All references in this document to Exhibits are to those attached to, and made a part of, this Agreement.

B. "Property" is defined in Section 2A and shown on Exhibit A and Exhibit B to this Agreement.

C. "Railroad Easement" shall mean the easement created by this Agreement and legally described in Exhibit C, providing for the continuation of Soo's present operation of common carrier freight railroad service for a limited period of time and the use of the Property to be acquired by the Authority as a result of this Agreement as may be necessary for said railroad operations.

D. "Loss or Damage" includes any and all claims, liabilities, damages, costs, judgments, and expenses (including reasonable attorneys' fees and expenses) of every character incident to loss or destruction of or damage to Property and injury to or death of persons, arising upon or as a result of any operations conducted under the terms of this Agreement.

E. "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 Railroad Easement, or in switching or handling railroad cars of the respective parties hereto.

F. "Taxes" shall mean lawfully imposed real estate taxes and assessments including, but not limited to, special assessments.

G. "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 Property, and including trackage laid in and across public streets and highways.

H. "Environmental Site" shall mean the physical location from which emanates any claims, damages, liabilities, costs, including costs and expenses of response, removal, remediation or disposal expenses (including reasonable experts' and attorneys' fees), suits or obligations of any and every nature resulting from

the generation, treatment, use, handling, storage, transportation, manufacture, release, discharge or disposal of any toxic or hazardous substances or wastes, pollutants, or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products) on or from the Property.

SECTION 2 - PROPERTY TO BE ACQUIRED

A. Soo agrees to sell and the Authority agrees to buy all of Soo's interest in the railroad right-of-way presently owned and operated by Soo along the approximate alignment of 29th Street South in the City of Minneapolis between the east right-of-way line of Hiawatha Avenue and the westerly city limits of the City of Minneapolis all as shown and described in Exhibits A and B attached (the Property). Included in the Property to be sold are the following:

- (1) Soo's interest in all lines of railroad between Cedar Avenue and Hiawatha Avenue, some of which cross Hiawatha Avenue in the vicinity of 28th Street and the other crossing Hiawatha Avenue in the vicinity of 26th Street.
- (2) Soo's interest in any industrial spurs or other spur track rights of way appurtenant to the right-of-way.
- (3) Soo's interest in any bridges, retaining walls, and other similar structures upon, over, under, across, or appurtenant to the right-of-way, but excluding grade

crossing protection signals and other signal and communication equipment.

- (4) Soo's interest in any permits, licenses, ordinances, easements, or other rights permitting the occupation of the right-of-way and the operation of a railroad over the Property including (but not limited to) rights to cross, traverse, or operate in or upon public streets and rights of way, but excluding Soo's rights and obligations to provide common carrier freight rail service on the Property.
- (5) Soo's interest in the railroad right-of-way located in public streets and other public rights of way.
- (6) Valuation maps, plats, deeds of conveyance, and other similar records relating to Soo's ownership of the right-of-way. Except as provided herein, the originals of such records shall be delivered to the Authority within a mutually convenient and reasonable time following the closing. A copy may be delivered in lieu of the original under the following circumstances: (i) the original is unavailable, (ii) the record also pertains to Soo property other than the 29th Street Corridor, or (iii) the original record is reasonably required by Soo during the term of the Railroad Easement (as defined in this Agreement), in which event the original shall be delivered to the Authority promptly after the termination of the Railroad Easement.

B. Trackage is excluded from the property to be sold, except as otherwise provided by Section 12.

C. Notwithstanding acquisition of the Property by the Authority, the Authority grants use of a portion of the Property for purposes of the Railroad Easement and limited access to other portions of the Property solely for maintaining and performing Railroad operations upon the Railroad Easement, under the terms set forth in this Agreement. The Authority reserves the right to enter, and make alterations upon, the Railroad Easement, provided that such entry and alterations do not unreasonably interfere with Soo railroad operations and are in accord with other provisions of this Agreement.

SECTION 3 - CONVEYANCE AND CLOSING

A. The property will be conveyed at the closing by quit claim deed and bill of sale in a form consistent with Exhibits D and E and such other documents or evidence as the Authority or its counsel may reasonably request or as required by applicable law.

B. The Railroad Easement will be conveyed in a form consistent with Exhibit C which provides that the Railroad Easement is governed by the terms of this Agreement and shall be delivered at the closing .

C. The closing of this transaction shall occur on or before June 1, 1993, at 10:00 a.m. at the office of the Authority, Southwest Street Level Government Center, Minneapolis, Minnesota or at such other time or place as may be mutually agreed upon by the parties.

D. The Authority will purchase, affix, and cancel any and all documentary stamps in the amount prescribed by statute, and will pay any and all 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 deed or deeds.

SECTION 4 - PAYMENT

A. The Authority agrees to pay funds in the following amounts to Soo for the Property in accordance with the terms and conditions of this Section and in accordance with other terms of this Agreement. All amounts are net to Soo and shall be paid by immediately negotiable warrant. The funds so paid will constitute full and final payment by the Authority to Soo for each of the following defined items:

- (1) \$9,000,000 for all of the Property described in Section 2 and Exhibits A and B.
- (2) As full and final compensation for all increased operating costs and trackage rights:
 - (a) \$688,000 for trackage rights incurred by Soo and its railroad tenants in transporting rail traffic via alternate routes that now originates or terminates on the Property, or traverses the Property, so long as such traffic continues, subject to adjustment as a result of audit accepted by the Minnesota Department of Transportation or its designee before payment. The Authority

- anticipates the audit will be completed by closing and will use its best efforts to achieve that goal.
- (b) \$158,000 for increased operating costs incurred by Soo to continue to serve customers originating or terminating traffic on the Property after Soo's present line of railroad is severed at Hiawatha Avenue, all subject to adjustment as a result of audit accepted by the Minnesota Department of Transportation or its designee before payment. The Authority anticipates the audit will be completed by closing and will use its best efforts to achieve that goal.
- (c) Payment for increased operating costs and trackage rights will be adjusted in accordance with audit and paid at the later of closing, completion of the audit or at such time as the existing Soo rail connections across Hiawatha Avenue are severed. Said payments for increased operating costs and trackage rights may be made directly by the Authority to Soo or, in lieu thereof, by the governmental agencies participating in the Hiawatha Avenue reconstruction project. Provided, however, that the obligation to make such payments to Soo, or to cause said payments to be made to Soo by others, shall be and remain the obligation of the Authority.

B. The payments described in 4A will be paid in the amounts and at the times set forth as follows:

(1) \$8,250,000 at closing.

(2) \$ 750,000 after termination of the Railroad Easement in accordance with Section 12 of this Agreement. Said sum will be deposited as the Railroad Easement Escrow in an interest bearing escrow account or certificate of deposit with interest earned to be reinvested in the escrow account. The entire balance of the Railroad Easement Escrow account including accrued interest, less the costs associated with said account, will be disbursed to Soo upon the written authorization of the Authority, which shall be given upon termination of the Railroad Easement in accordance with Section 12.

C. The payments described in 4A(2) for increased operating costs and trackage rights will be adjusted in accordance with audit and paid at the later of closing, completion of the audit or at such time as the existing Soo rail connections across Hiawatha Avenue are severed. Said payments for increased operating costs and trackage rights may be made directly by the Authority to Soo or, in lieu thereof, by the governmental agencies participating in the Hiawatha Avenue reconstruction project. Provided, however, that the obligation to make such payments to Soo, or to cause said payments to be made to Soo by others, shall be and remain the obligation of the Authority.

SECTION 5 - CONDITIONS PRECEDENT TO CLOSING

A. General Conditions. The obligations of the Authority to consummate the transaction contemplated by this Agreement will be subject to fulfillment on or before the closing date of all of the following conditions, any of which may only be waived by the Authority in writing.

- (1) Closing of this transaction is contingent upon obtaining of any required regulatory and other governmental approvals.
- (2) Closing of this transaction is contingent upon the Authority obtaining commitments satisfactory to it to pay all of the increased operating costs and trackage rights set forth in Section 4A(2) of this Agreement.
- (3) Provision by Soo of any and all documents to comply with the terms of this Agreement and execution of any and all instruments, documents and consents as necessary, including quit claim deeds, releases executed by any secured parties and in a form acceptable to insurers of title as to any and all security interests, mortgages or other encumbrances on the Property. Within 90 days after the closing, Soo shall cause to be recorded partial releases or satisfactions of any mortgages or deeds of trust of Soo which may appear of record as a lien against the Property, and Soo shall indemnify the Authority, and the Authority's title insurer, for any loss or expense sustained by either of them as a result of Soo's failure

to have such lien so released or satisfied. The existence of any such lien will not afford a basis for objecting to the marketability of Soo's title.

- (4) Any judgment against Soo which may appear of record as a lien against the Property shall be settled and satisfied by Soo within 30 days after it becomes final and unappealable, and Soo shall indemnify the Authority, and the Authority's title insurer, for any loss sustained by either of them as a result of Soo's failure to have such lien so settled and satisfied. The existence of any such lien will not afford a basis for objecting to the marketability of Soo's title.
- (5) Soo shall provide agreements by present tenants of the Property to vacate or terminate trackage rights presently in effect, to take effect no later than such time as the Railroad Easement is terminated.
- (6) The Property will be conveyed subject to facts which would be disclosed by a comprehensive survey, rights and claims of parties in possession, rights of the public, and those easements, leases, licenses and permits listed in Exhibit F. The Authority may object to the marketability of Soo's title on the basis of such matters. Soo is under no obligation to cure title defects. If a title defect is not cured, the Authority at its option may terminate this Agreement at any time prior to closing.

- (7) The Property shall be conveyed subject to the rights of CMC Real Estate Corporation or its successors or assigns to the location of certain billboards on the Property shown by arrows on Exhibit G and which shall not afford a basis for objecting to the marketability of Soo's title.

B. Environmental Conditions. The obligations of the Authority and Soo to consummate the transaction contemplated by this Agreement are subject to the fulfillment on or before the closing date of all of the following environmental conditions, any of which may only be waived by the other party in writing:

- (1) All of the environmental representations and warranties of the Soo contained in this Agreement shall be true and correct on and as of the closing date.
- (2) Soo shall have completed a Phase II environmental investigation of the Property and a supplemental Phase I environmental investigation and shall have shared all final reports and recommendations of such investigations with the Authority within 30 days from the execution of this Agreement.
- (3) The Authority shall have performed an environmental investigation of the Property supplemental to the Phase II, the scope of which shall be in the sole discretion of the Authority.

(4) If the highest estimated cost to remediate the Property to federal, state and local environmental regulatory standards for use as a transportation corridor exceeds \$2 million, either party may terminate this Agreement by written notice to the other prior to the closing and thereupon neither party shall have any further rights or obligations under this Agreement. The estimate of remediation cost shall be based upon remediation techniques that reasonably accommodate the Authority's time needs in using the Property as a transportation corridor.

(5) Soo shall have sealed or caused to have been sealed in accordance with the requirements of Minnesota law any existing wells known to Soo and shall have delivered the required Sealed Well Certification to the Minnesota Department of Health except for the two monitoring wells which are the subject of a right of entry in an agreement between the Soo and the Minneapolis Community Development Agency (designated in said agreement as MW304 and MW306), for which a partial assignment shall be made to the Authority.

c. Corporate Authority Conditions. The obligations of the Authority to consummate the transaction contemplated by this Agreement are subject to delivery by Soo to the Authority of a certificate or certificates dated as of the closing date and signed

on behalf of Soo by its Secretary or Assistant Secretary to the effect that:

- (1) The copy of Soo's restated Certificate of Incorporation or Articles of Incorporation attached to the certificate are true, correct and complete;
- (2) No amendment to said Articles or Certificate has occurred since the date of the last amendment annexed;
- (3) A true and correct copy of the By-Laws of Soo as in effect on the date thereof and at all times since the adoption of the resolutions referred to in the following paragraph is annexed to such certificate;
- (4) The resolutions by the Board of Directors of Soo authorizing the actions taken in connection with the sale of the Property including the execution and delivery of this Agreement and any related agreements, were duly adopted and continue in force and effect (a copy of such resolutions to be annexed to such certificate).
- (5) The officers of Soo executing this Agreement and any other related agreements executed and delivered pursuant to or in connection with this Agreement are incumbent officers of Soo and that their signatures as shown on such certificate or certificates are genuine.
- (6) Soo is a corporation in good standing in the State of Minnesota.

D. Municipal Corporate Authority Conditions. The obligation of Soo to consummate the transaction contemplated by this Agreement

is subject to the provision by the Authority to Soo of a certified copy of the resolution of the Board of the Authority certifying its approval of the transaction pursuant to the authority of Minnesota Statutes § 398A.04.

E. Opinion of Counsel to Soo. The obligations of the Authority to consummate the transaction contemplated by this Agreement are subject to delivery by Soo to the Authority of an opinion of Counsel to Soo, which may be house Counsel, that:

- (1) To Soo's knowledge, no proceeding is pending, nor is there a substantial threat of such a proceeding, before any court or governmental agency in which it is sought to restrain or prohibit, or to obtain labor or environmental protection, conditions or provisions or damages or to obtain other relief in connection with, this Agreement or any other agreement to be executed in connection with this Agreement or the consummation of the transactions contemplated hereby or which, if adversely decided, would materially affect or impair either party's right or ability to perform its obligations hereunder or to obtain the benefits hereof, and no investigation that might eventuate in any such suit, action or proceeding is pending or threatened; and
- (2) To Soo's knowledge, there are no labor disputes in progress or threatened with respect to Soo or the transaction contemplated by this Agreement.

F. Opinion of Counsel to Authority. The obligation of Soo to consummate the transaction contemplated by this Agreement will be subject to delivery by the Authority to Soo of an opinion of counsel as follows:

- (1) All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement and all other related legal matters shall have been approved on or before the closing date by the Hennepin County Attorney or the law firm of Felhaber, Larson, Fenlon & Vogt, P.A., counsel to the Authority in the exercise of its or their reasonable judgment, and the Authority or its counsel shall have been furnished with copies, satisfactory in form and substance to counsel to the Authority in the exercise of its or their reasonable judgment, of all of such required material corporate records and related proceedings of Soo authorizing its execution, delivery and performance of this Agreement as the Authority or its counsel shall reasonably require.

G. Alternate Routing Conditions. The obligation of the parties to consummate the transaction contemplated by this Agreement is subject to fulfillment on or before the closing date of the following condition, which may only be waived by either party in writing. The Authority agrees to cooperate and assist Soo in obtaining the agreements contemplated by this condition :

Soo shall have obtained agreements satisfactory to Soo with Chicago and North Western Transportation Company, Burlington Northern Railroad, and other railroads affording Soo and Twin Cities and Western Railroad

Company alternate routing for rail traffic that is currently routed via the 29th Street Corridor.

SECTION 6 - ENVIRONMENTAL INVESTIGATION

The Authority may enter the Property and, to the extent necessary, Soo's land in the vicinity of the Property (jointly referred to as the Site in this Section 6) for the purpose of surveying and conducting the supplemental environmental investigation referred to in Section 5 of this Agreement, including, but not limited to, soil borings, water samplings and other environmental inspections and tests the Authority in its sole discretion deems necessary subject to the following conditions:

- (1) The Authority shall give Soo advance notice of the date and time of each entry and the nature of the activities to be conducted on the Site at each such date and time.
- (2) Soo may elect to be present during the conduct of such activities and to monitor same. Such monitoring shall not relieve the Authority of any liability under this Section.
- (3) Prior to entering the Property, the Authority shall secure the permission of any tenant then in possession of same.
- (4) Upon the completion of its activities, the Authority shall remove any debris resulting from such activities and shall restore the Site to the condition it was in prior to the commencement of such activities.

- (5) Only to the extent permitted by law, including but not limited to Minnesota Statutes Chapter 466, as amended, and only to the extent of the Authority's fault or negligence, the Authority shall indemnify Indemnitees against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, environmental response and remediation costs, and reasonable attorneys' fees (collectively, Claims) arising out of or relating to any loss of (or damage to) any property or business or any injury to (or death of) any persons, where such loss, damage, injury, or death actually or allegedly arises (whether directly or indirectly, wholly or in part) from:
- (a) any action or omission of the Authority (or its employees, agents, or contractors) while on the Site pursuant to this Section; or
 - (b) the exercise by Authority (or its employees, agents, or contractors) of the permission granted by this Section; or
 - (c) the escape or release of any pollutant, contaminant, or hazardous substance resulting (directly or indirectly, wholly or in part) from any action or omission of Authority (or its

employees, agents, or contractors) while on the Site pursuant to this Section.

Indemnitees means the following companies and their officers, directors, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Tri-State Land Company, Tri-State Management Company, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, Canadian Pacific Limited, and CP Rail, and their respective parent companies, subsidiaries, and affiliated companies.

- (6) The Authority (and its employees, agents, and contractors) shall comply with all applicable laws while on the Site.
- (7) The Authority will provide Soo with complete copies of the test data and test reports as soon as they are available to the Authority.
- (8) The cost of any test or survey will be borne solely by the Authority.
- (9) Unless reasonably necessary to complete the Authority's environmental investigation, test holes shall be located no closer than 10 feet from the nearest rail of any railroad track located on or adjacent to the Site and drilling equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any such track. Before the Authority proceeds with test holes or placement of drilling equipment in such manner

Soo must have given written permission to do so which shall not be unreasonably withheld.

- (10) While on the Site, the Authority (and its employees, agents, and contractors) shall comply with Soo's safety rules, including any requirement regarding the use of flagmen. All costs associated with compliance with such rules shall be borne by the Authority. If Soo shall incur any costs in connection therewith, the Authority shall reimburse Soo within 30 days after receipt of Soo's invoice.
- (11) Unless disclosure is required by court order or applicable law, the Authority shall maintain, and shall cause its employees, agents, and contractors to maintain, the confidentiality of all information pertaining to any environmental test performed on the Site.
- (12) If any mechanics' or materialmen's lien, or similar lien, is asserted against the Site, the Property, or any other property of Soo or Indemnitees as a result of the exercise of the permission granted in this Section, the Authority shall immediately satisfy and/or obtain the release of such lien, all at the Authority's expense, and the Authority shall indemnify and defend Soo from and against all Claims arising out of or connected with such lien.
- (13) 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 Minn. Ch. 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 Minn. Stat. Ch. 466, Minn. Stat. Ch. 604, and any other applicable law or regulation.

SECTION 7 - ASSIGNMENTS OF CONTRACTS, LEASES AND RELATED INSTRUMENTS

A. . Soo will assign to and the Authority or its designee will accept, all right, title, interest and obligations held by the Soo, to the extent transferrable and/or assignable, and relating to the interests in the Property to be transferred to the Authority, under leases, contracts, permits, licenses and other instruments which, to the extent discovered by Soo after diligent search of its files and records, have been listed and described in Exhibit F, attached hereto and hereby made a part of this Agreement.

B. Soo will also assign all other interests of any nature of the Soo, to the extent transferrable and/or assignable, and relating to the interests in the Property to be transferred to the Authority, including rights in and to general intangibles and contract rights in addition to those identified or described in Exhibit F, including franchises, governmental and contractual operating rights and other contracts, leases, licenses, permits and privileges, except to the extent such rights relate to Soo's rights

and obligations to provide common carrier freight rail service on the Property.

C. Soo reserves to itself all prepaid rentals attributable to any lease, license or easement whereby a third party has been granted the right to install and maintain a fiberoptic transmission line. Payments for rentals due under said instruments after closing shall be prorated between Soo and the Authority based upon their respective ownership of the affected areas. Otherwise, there shall be no proration of lease rentals.

SECTION 8 - PAYMENTS FOR TAXES

A. 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. Soo agrees to pay promptly to taxing authorities when due all Taxes, if any, with respect to its use or operations duly levied, to the extent Soo's property right has been separately assessed by the appropriate assessing authority to Soo while conducting operations over the Railroad Easement. To the extent Soo's property right is not so separately assessed to Soo, but the underlying fee in the Railroad Easement is assessed as railroad operating property and would be exempt except for Soo's use in operations, then Soo agrees to pay all such taxes duly levied while conducting operations over the Railroad Easement. Soo 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.

B. The Authority shall pay without reimbursement from Soo all Taxes, if any, attributable to any passenger transportation system installed by or at the direction of the Authority.

SECTION 9 - GRANT OF RAILROAD EASEMENT

A. Subject to all of the terms and conditions of this Agreement, the Authority hereby agrees to grant to Soo at closing a Railroad Easement to continue its present railroad operations and to continue to meet its common carrier obligations at Soo's sole cost and obligation subject to the terms of this Agreement, on its solely owned Trackage located upon said Railroad Easement as described in Exhibit C, including the right to:

- (1) Exclusively provide freight railroad service to any industry, team, or house track existing in the 29th Street Corridor on the date of this Agreement or as otherwise may be required by law.
- (2) Permit current third party users for bridge rights only or admit a third party only for emergency detour purposes to use all or any portion of said Trackage.
- (3) Construct or modify tracks connecting to or crossing said Trackage, including track connections with the Chicago and North Western owned trackage located on Authority owned right-of-way West of France Avenue, subject to provisions of this Agreement, and the prior written approval by the Authority, which approval shall not be

unreasonably withheld and shall be deemed given if required by law.

- (4) Use the existing roadbed, bridges, and other existing railroad facilities, if any, acquired by the Authority as a result of this Agreement.
- (5) Admit a third party operator as assignee of Soo's common carrier freight service obligation subject to the consent of the Authority which shall not be unreasonably withheld.

SECTION 10 - RAILROAD EASEMENT RENTAL

A. Until termination of the Railroad Easement in accordance with Section 12 of this Agreement, Soo will pay an annual rental of \$40,000 to the Authority for the Property utilized by the Railroad Easement. The first payment of \$40,000 shall be due one month after the closing date and shall thereafter be paid annually by the same date.

- (1) In the event of termination of the Railroad Easement upon other than the anniversary of the closing date, remaining rental due shall be prorated accordingly.
- (2) The rental amount may be adjusted upward by the Authority each five (5) years, but each upward adjustment shall be no greater than ten percent of the previous rate.

B. At such time as the Railroad Easement is terminated, Soo 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.

SECTION 11 - RAIL CAR STORAGE

Effective no later than six (6) months after closing, Soo and its tenants shall cease storing or parking railroad cars at any location on the Property except such cars as are actually used to service rail users located on or adjacent to the Property. Any rail cars required to be stored for the use of such rail users shall be parked in the vicinity of the loading or unloading tracks of said users.

SECTION 12 - TERMINATION OF RAILROAD EASEMENT

A. As provided in this Section 12, the Railroad Easement and the rental obligation under Section 10 will terminate, and the Railroad Easement Escrow account referred to in Section 4B(2) including accrued interest will be paid to Soo, no later than 90 days (unless winter conditions have prevented removal of Soo Trackage, then 180 days) after the effective date of an abandonment authorization order issued by the Interstate Commerce Commission ("ICC") or an ICC Notice of Exemption, and upon the occurrence of the events in (1) and either (2) or (3) below (unless otherwise provided by this Agreement):

- (1) (a) Written notice of termination by either party to the other party;
- (b) Soo delivers a release of Railroad Easement suitable for recordation;
- (c) The Authority accepts relinquishment of the Railroad Easement in writing which shall be given

when Soo satisfies the conditions in either (2) or (3).

- (2) Upon notification by Soo in writing to the Authority that Soo intends to remove the Trackage, and Soo completes salvage of the Trackage and removal of rails located in and across public streets and highways and restores paving (or has reimbursed the Authority for the cost of doing the same). All such removal and repaving shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties. If Soo has not completed salvage, and removal of rails and restoration of paving in and across public streets and highways, within ninety days after the effective date of the abandonment authorization (unless winter conditions have prevented removal of Soo Trackage, then within 180 days), the Trackage not salvaged shall be abandoned in place without compensation from the Authority and Soo shall reimburse the Authority for the cost of completing any removal and repaving which may be deducted from the Railroad Easement Escrow payment.

However, the Authority may, at its sole option, declare that the Trackage is to be left in place and pay to Soo within 90 days of the effective date of the abandonment order the market value of the track materials, less the cost of removal and the value of any additions or betterments previously provided at the

expense of the Authority. In such event, Soo shall have no obligation to restore street and highway crossings.

- (3) Upon notification by Soo in writing to the Authority that Soo does not intend to remove the Trackage from the Property and Soo completes the removal of rails located in and across public streets and highways and the restoration of paving (or Soo reimburses the Authority for the cost of doing the same) no later than ninety days after the effective date of the abandonment authorization (unless winter conditions have prevented removal of Soo Trackage, then within 180 days). All such removal and repaving shall be completed in a workmanlike manner and shall include removal of all debris and waste materials including scrap ties. The Trackage not salvaged shall be deemed abandoned in place without compensation from the Authority. If Soo has not completed removal of rails and restoration of paving in and across public streets and highways within ninety days after the effective date of the abandonment authority (unless winter conditions have prevented removal of Soo Trackage, then within 180 days). Soo shall reimburse the Authority for the cost of completing any remaining removal and repaving, which may be deducted from the Railroad Easement Escrow payment.

B. Both Soo and the Authority shall have the right to terminate the Railroad Easement at any time in accordance with the provisions of this Agreement. Any such termination must be

initiated by written notice to the other party of its desire to terminate the Railroad Easement. Notwithstanding any other provisions of this Agreement, the Railroad Easement will terminate no later than 15 years following the date of closing, at which time the provisions of Section 12, paragraph E will apply. At that time, Soo agrees to transfer its railroad freight service common carrier obligation to the Authority or the Authority's designee.

C. If Soo desires to terminate the Railroad Easement, Soo shall have the obligation to seek to obtain, by Notice of Exemption, abandonment application, or such other filing as may be appropriate, any necessary ICC and other regulatory approval to terminate common carrier railroad freight service. In such event, Soo shall have no right to any payment for lost freight revenue. The Authority agrees to cooperate in seeking regulatory approval.

D. In the event of cessation of local rail freight traffic for a period of one year or more, or in the event the last user of rail freight service along the Railroad Easement ceases operations or otherwise makes clear that it has no further need for rail service, Soo shall have the obligation to seek to obtain, by Notice of Exemption, abandonment application, or such other filing as may be appropriate, any necessary ICC and other regulatory authority to terminate common carrier railroad freight service. Soo agrees to make filing of any such request for abandonment authority within six months after the last user ceases operations or after a year in which no local railroad traffic has originated or terminated on the Railroad Easement. Soo further agrees to use its best efforts to

obtain any necessary regulatory abandonment approval for itself and any other users within one year of said filing.

- (1) The Authority agrees to cooperate in any such effort. In the event more than one year elapses before necessary regulatory approval is obtained by Soo, or earlier at Soo's request, the Authority may, at its option, proceed in the name of the Soo to prosecute and complete any necessary regulatory procedure to obtain authorization for such cessation, including cessation of operations by users.
- (2) In the event regulatory approval to cease rail operations is not received within one year of said filing, or is denied in whole or in part, Soo agrees to transfer its railroad freight service common carrier obligations to the Authority or the Authority's designee, if requested by the Authority, in which case Section 12E(2) will apply.
- (3) Soo shall not be entitled to any payment for lost freight revenue, except as provided in paragraph (2) above.
- (4) Soo shall have no obligation to appeal an adverse regulatory decision, but shall be obligated to refile for abandonment approval no later than one year after any such denial. In any event, Soo shall have no obligation to refile for abandonment approval subsequent to a denial more than twice.

- (5) The Authority shall have the right at any time to require Soo to divulge its most recent two years freight traffic and revenues generated on the Railroad Easement.

E. In the event the Authority requests termination of the Railroad Easement, the Authority shall have the obligation to obtain regulatory approval at its expense. Soo agrees to cooperate in any such effort at its expense, including preparation of necessary traffic, accounting and financial data in form suitable for ICC or other regulatory application. Soo also agrees that the Authority may proceed in the name of the Soo to prosecute and complete any such procedure. Soo agrees to provide any requested data for regulatory filing within ninety days of request by the Authority.

- (1) In the event regulatory approval to cease rail operations is not received within one year of said filing, or is denied in whole or in part, Soo agrees to transfer its railroad freight service common carrier obligations to the Authority or the Authority's designee, if requested by the Authority, in which case, Sec. 12E(2) will apply.
- (2) In the event the Authority requests termination of the Railroad Easement prior to cessation of active rail freight shipping via the Easement, the Authority will make an additional payment at the time termination takes place for lost net revenue calculated in accordance with the provisions of Exhibit H based on average freight revenues for the most recent two years prior to the

request by the Authority and based upon the assumption that revenue will continue for a maximum term of 20 years from the date of closing and further based on the cost of capital as determined by the Interstate Commerce Commission on the date of the request by the Authority to terminate the freight railroad easement. Revenues used in the projection shall be adjusted to reflect those revenues reasonably expected to continue. No payment for lost revenue will be made under any other circumstances.

F. In the event the Authority shall cause, contribute to, or assist in the relocation of any customer facility located adjacent to the Railroad Easement and currently used for rail shipping, the Authority shall:

1. Give Soo advance notice of the proposed relocation.
2. Keep Soo advised as to the particulars of the proposed relocation.

In the event such facility is relocated with the financial assistance of the Authority on a line of railroad not served by Soo, CP Rail or their affiliates, successors or assigns, the provisions of Section 12E(2) will apply.

SECTION 13 - OBLIGATIONS FOLLOWING TERMINATION

Upon termination of the Railroad Easement, 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 14 - RAILROAD EASEMENT MAINTENANCE, OPERATIONS,
CONTROL AND ENTRY

A. Until termination of the Railroad Easement, Soo shall have the exclusive direction and control of the Trackage upon said Easement, at its sole cost and expense, subject to the rights of the Authority as set forth in this Agreement. Soo shall perform all construction, derailment or wreck clearing, maintenance, repair and renewal of the Trackage, including any additions thereto it may deem necessary or desirable for the safe and efficient operation of all trains. Soo's obligation for maintenance and repairs shall include any repairs to overhead bridges necessitated by reason of interference with freight railroad operations, which repairs are not required for any other purpose.

B. The management and operation of the Railroad Easement shall be under the direction and control of Soo. Soo shall have the power to change its operations, management and operating practices on or over the Railroad Easement as in its judgment may be necessary, expedient or proper for the operations herein intended, consistent with the provisions of this Agreement.

C. Soo shall have the right to operate trains, engines and cars over the Railroad Easement for its sole benefit, and shall not, except as otherwise provided in this Agreement without prior written permission by the Authority, which permission shall not unreasonably be withheld, permit any third party to operate trains, engines or cars over the Railroad Easement except as already provided in existing trackage rights agreements or as a temporary emergency detour.

D. Soo shall, at its sole cost and expense, determine all means and employ all persons necessary to operate, maintain, repair and renew the Trackage, as well as crossings, crossing signals, ditches, roadbeds, bridges, and communication lines within the Railroad Easement which may be necessary for its use of the Trackage.

E. Soo shall have a right of access over other portions of the Property for the sole purpose of maintaining and performing freight railroad operations over the Railroad Easement. Such access shall not unreasonably interfere with activities of the Authority or other users permitted by the Authority upon Property not part of the Railroad Easement.

F. The Authority shall not pay the expenses of any public crossing of the Railroad Easement 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 as a result of activities of third parties not authorized by the Authority occupying or otherwise interfering with the Railroad Easement.

G. The Authority may enter upon, and make alterations to, the Railroad Easement subject to the following conditions:

- (1) The Authority shall give Soo at least three working days advance notice of the date, time, and location of each entry upon the Railroad Easement and the precise nature

of the activities to be conducted on the Railroad Easement at each such date, time and location.

- (2) The Authority and its contractors shall not interfere with the operations of any trains or railroad facilities upon the Railroad Easement except with the consent of Soo which consent shall not be unreasonably withheld.
- (3) The Authority shall take (and shall cause its contractors to take) such actions as are required to afford Soo the benefit of any applicable insurance held by the Authority or its contractors. In any case where the circumstances would cause a prudent railroad to require the Authority or its contractors to do so, the Authority or its contractors shall procure and maintain in effect railroad protective liability insurance (occurrence form), in Soo's name and issued by an insurer and in a form acceptable to Soo, with limits of \$2,000,000 per occurrence and \$6,000,000 aggregate for bodily injury (including death) and property damage.
- (4) While on the Railroad Easement, the Authority and its contractors shall comply with all applicable laws and with Soo's safety rules, all at no expense to Soo.
- (5) No work shall be done or obstruction placed over any track or within the Railroad Easement until the Authority or its contractors shall have arranged for Soo to furnish, at the Authority's or its contractors' expense, such flagging as Soo deems necessary for the protection

of railroad operations. Such flagging shall not relieve the Authority or its contractors from any liability.

- (6) Construction equipment and related equipment shall not be placed closer than 10 feet from the nearest rail of any track.
- (7) If the Authority desires to construct facilities upon the Railroad Easement, such construction shall be effected in strict accordance with plans which have been approved in advance by Soo. The Authority shall submit the plans to Soo no less than forty-five (45) days prior to the commencement of construction. Soo may require the Authority to make changes in the plans if, in Soo's judgment, the planned construction would create a safety hazard with respect to, or interfere with, railroad operations. Soo assumes no responsibility for, and shall not under any circumstances be held liable for, any error, omission, defect, or deficiency in the plans.
- (8) The Authority shall not construct any facility over any track where the vertical distance between the top of the rail and any part of the facility is less than 23 feet.

SECTION 15 - LIABILITY

A. While conducting operations over the Railroad Easement, 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 resulting directly or indirectly from the act or omission of Soo, its agents,

employees, customers, tenants, or invitees, occurring on or from the Property (including, without limitation, reasonable attorney's fees and compensation for harm resulting from the handling, storage or release of toxic or hazardous substances or wastes, pollutants or contaminants including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

B. Notwithstanding anything in this Agreement to the contrary, in case of collision occurring on the Property involving railroad cars, locomotives, rail passenger cars, motor vehicles, other vehicles or equipment operated by the respective parties which causes Loss or Damage involving the Sole Property or Sole Employees of each of the parties hereto, the party whose Sole Employees are alone at fault shall be solely responsible for and shall settle for and pay the entire Loss and Damage caused thereby, or, if caused by the fault of the Sole Employees of both parties hereto, each party hereto shall bear and pay for all Loss or Damage which its Sole Employees and Sole Property may have suffered as a result thereof, and each party shall bear the percentage of Loss or Damage for which it is legally responsible to third parties.

C. Each party hereto shall pay all Loss or Damage for which such party shall be liable under the provisions of this Agreement, and shall defend, indemnify and save harmless the other party against such Loss or Damage, including any such damages in any court action. Each party hereto shall have the right to settle, or

cause to be settled for it, all claims for Loss or Damage for which such party shall be liable under the provisions of this Agreement, and to defend or cause to be defended all suits for the recovery of any such Loss or Damage.

D. Each party shall give the other prompt written notice of any and all claims or suits arising from operations on or about the Railroad Easement.

E. 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 Minn. Stat. Ch. 466. Further, the Authority's obligations set forth in this Section 15 and otherwise in this Agreement are expressly limited and governed by the provisions of Minn. Stat. Ch. 466, Minn. Stat. Ch. 604, and any other applicable law or regulation.

SECTION 16 - ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

A. Soo hereby represents and warrants as follows to the Authority, such representations and warranties to be true and correct on the closing date, that:

- (1) Soo has provided to the Authority within 30 days of the execution of this Agreement all relevant and material environmental information with respect to the Property which is in Soo's possession. Soo may provide such information in summary fashion, but warrants that any summary so provided is fully representative of the environmental conditions of the Property known to Soo and

that Soo has promptly provided all other relevant documents, data, test results, reports and recommendations requested by the Authority as it pertains to said summarized information. The summarized information will be set forth in Soo's Environmental Disclosure schedule which shall be identified as Exhibit I to this Agreement.

- (2) Except as disclosed in any documentation provided by Soo to the Authority pursuant to this Section 16 hereof and except as disclosed on Exhibit I (which is to be provided to the Authority within 30 days after the date of this Agreement), Soo has not generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9647, as amended) on the Property, nor has Soo undertaken any activity on the Property which has caused, or, to Soo's knowledge, would contribute to:

- (i) the Property being or becoming a treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar state law or local ordinance,
 - (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants from the Property within the meaning of CERCLA or any similar state law or local ordinance,
 - (iii) the discharge from the Property of pollutants or effluent into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., or any similar law or local ordinance.
- (3) Except as disclosed in Exhibit I, to Soo's knowledge, there is no existing claim or cause of action and there is no pending claim or cause of action against the Property under RCRA, CERCLA or any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B ("MERLA") and the

Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat.

§ 115C.

- (4) Except as disclosed on Exhibit I, no above ground or underground tanks (i) have been located on the Property by Soo, or (ii) have been located on the Property by Soo and subsequently removed or filled. There are no known wells within the meaning of Minn. Stat. § 103I.005 on the Property except as described on Exhibit I.

SECTION 17 - ENVIRONMENTAL INDEMNIFICATION

A. Except as limited by this Section 17, Soo shall defend, indemnify and hold the Authority harmless from and against all claims, damages, liabilities, costs, including costs and expenses of response, removal, remediation or disposal expenses (including reasonable experts' and attorneys' fees), suits or obligations of any and every nature whatsoever to the extent that they (i) result from or arise out of Soo's breach of any of the representations and warranties in Section 16 of this Agreement, or (ii) result from or arise as a result of the generation, treatment, use, handling, storage, transportation, manufacture, release, discharge or disposal of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products) on or from the Property to the extent that same occurred prior to transfer of ownership of the Property to the Authority.

B. Soo's obligation to the Authority for responding to, removing, remediating or disposing of any pollutant, contaminant, toxic or hazardous substance or waste is restricted to that where the response, removal, remediation or disposal is ordered or required by any federal, state or local government agency with jurisdiction over the same; however, response, removal, remediation or disposal shall be based upon techniques that reasonably accommodate the time needs of the Authority in using the Property as a transportation corridor.

C. Soo's obligation to the Authority for responding to, removing, remediating or disposing of any pollutant, contaminant, toxic or hazardous substance or waste is further limited to that necessary for the Authority's use of the Property as a transportation corridor, including, but not limited to, use as a railroad right-of-way, roadway, bike, pedestrian or other trailway and necessary facilities, including without limitation, station sites, maintenance facilities and other buildings incidental to use as a transportation corridor.

D. The Authority is responsible for the first \$50,000 attributable to each Environmental Site up to an aggregate total of \$250,000 for all Environmental Sites.

E. Soo is obligated to defend, indemnify and hold the Authority harmless for amounts over \$50,000 attributable to each Environmental Site and for amounts in excess of the Authority's aggregate amount of \$250,000.

F. Notwithstanding anything else to the contrary in this Section 17, Soo's obligation to defend and indemnify the Authority with respect to Environmental Sites shall be limited to an aggregate amount of \$2,000,000.00 for any and all Environmental Sites.

G. Soo is not responsible for defending or indemnifying the Authority for Environmental Sites discovered after termination, pursuant to Section 12, of the Railroad Easement.

H. Each Party agrees to inform the other of notices and investigations of Environmental Sites and the Parties further agree to confer with respect to management of remediation.

I. All the terms, covenants, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs, executors and assigns.

SECTION 18 - SURVIVAL

All of the terms of this Agreement, including all warranties, representations, and indemnification given by each party in this Agreement, all of which are relied upon by the each party shall survive and be enforceable after the closing date and any subsequent transfer of title of the Property.

SECTION 19 - LAWS GOVERNING

This Agreement shall be governed, 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 20 - LABOR RELATIONS

Soo and the Authority each shall be responsible for conducting their own labor relations with any labor organization either representing or seeking representation among either's employees, and each shall regulate or seek to adjust all disputes that may arise with respect to their employees without involving the other party. Either party may freely enter into any contract with any labor organization representing or seeking representation among its own employees. Neither party shall obligate the other party to its employees or to any union representing its employees. Each party shall give written notice to the other of any labor dispute that prevents or threatens to prevent timely performance under this Agreement, including all relevant information concerning the dispute that may impact upon this Agreement.

SECTION 21 - INDEPENDENCE OF PARTIES

Soo and the Authority hereby declare that they are acting independently, and agree that in the performance of this Agreement their actions are as independent contractors and not as an employee of the other; nor are any of their respective employees considered at any time an employee of the other. Soo has and hereby retains full control of its business in the performance of this Agreement and full control of all the employment, compensation and discharge of all employees of Soo assisting in its performance hereunder.

Soo and the Authority each shall be fully responsible for all matters relating to payment of their employees, including compliance with Social Security, Railroad Retirement, withholding taxes and all other laws and regulations governing such matters. Soo and the Authority each shall be responsible for their own acts and those of their agents, officers, employees, lessees, and contractors during the term of this Agreement.

SECTION 22 - REMEDIES FOR BREACH. If the Authority fails to perform any of the terms or conditions of this Agreement within the specified time limits, Soo may declare this Agreement terminated or may have this Agreement specifically enforced. Likewise, if Soo fails to perform any of the terms or conditions of this Agreement within the specified time limits, the Authority may declare this Agreement terminated or may have this Agreement specifically enforced. The rights and remedies granted to the parties in this Section 22 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 either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.

SECTION 23 - ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to the sale and purchase of the Property. Neither party has relied on any statements or representations by the other party except as are set forth in this Agreement.

SECTION 24 - 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 assigns, including without limitation any entities into or by which either of the parties is merged, combined, reorganized or acquired.

SECTION 25 - 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. If delivered at the closing, a notice shall be deemed given when hand-delivered to the party's representative at the closing. The business addresses of the parties are as follows:

SOO

mailing address: P. O. Box 530
Minneapolis, Minnesota 55440
Attn: Director - Real Estate

delivery address: 1380 Soo Line Building
105 South 5th Street
Minneapolis, Minnesota 55402
Attn: Director - Real Estate

telecopier: (612) 347-8170
Attn: Director - Real Estate

THE AUTHORITY

mailing address: Hennepin County Regional Railroad
Authority
Southwest Street Level
Government Center
Minneapolis, MN 55487-0016
Attn: Director - Light Rail Transit

delivery address: Hennepin County Regional Railroad
Authority
Southwest Street Level
Government Center
Minneapolis, MN 55487-0016
Attn: Principal Right-of-way Agent

telecopier: (612) 348-9710
Attn: Principal Right-of-way Agent

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:

Jeresa A. Keener
Assistant Secretary

BY B. Frank Ayon
Its SENIOR VICE PRESIDENT
DEVELOPMENT

SOO LINE RAILROAD COMPANY

ATTEST:

Mary Ellen Jackson

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

BY Mark Andrew
Its Chairman

and

BY Jeffrey L. King
Its Executive Director

Approved as to execution:


Assistant County Attorney

Dated: 1-5-93

Approved as to legality:


Assistant County Attorney

Dated: 12-23-92

RAILROAD EASEMENT ESCROW AGREEMENT

This Agreement is made by and among Hennepin County Regional Railroad Authority (Buyer), Norwest Bank Minnesota, National Association (Escrow Agent), and Soo Line Railroad Company (Seller) on the 30th day of July, 1993.

WHEREAS, Buyer has entered into a Purchase Agreement (the Purchase Agreement) dated December 23, 1992 with Seller for the purchase of certain real estate identified as the 29th Street Corridor.

WHEREAS, a copy of the Purchase Agreement is attached hereto as Exhibit A.

WHEREAS, pursuant to Section 9 of the Purchase Agreement, Buyer will grant to Seller a Railroad Easement; and, pursuant to Section 4.B. (2) of the Purchase Agreement, \$750,000 of the purchase price for the 29th Street Corridor is to be held in a Railroad Easement Escrow and paid to Seller upon termination of the Railroad Easement.

WHEREAS, Buyer and Seller desire to engage the services of the Escrow Agent to hold and invest that portion of the purchase price and disburse it upon written authorization of Buyer.

WHEREAS, the Escrow Agent is willing to act as the escrow agent on the terms and conditions set forth below.

NOW THEREFORE,

1. Buyer shall deposit the sum of \$750,000 (which amount, together with the interest and other earnings thereafter earned in connection therewith, is referred to as the Escrow Funds) with the Escrow Agent, who shall receive and hold the Escrow Funds in accordance with the terms of this Agreement.

2. Upon receipt of the Escrow Funds, Escrow Agent shall immediately invest the Escrow Funds in such interest bearing accounts, certificates of deposit, direct obligations of the United States Government, or mutual funds (collectively, Accounts) as shall have been designated in a written notice from Seller's Chief Financial Officer. Thereafter, Escrow Agent shall invest the Escrow Funds in such Account or Accounts as may be designated from time to time in written notices from Seller's Chief Financial Officer. If no such written notice has been given at the time the Escrow Funds are received, Escrow Agent shall immediately deposit the Escrow Funds in an interest bearing account of Escrow Agent's choosing and shall thereupon request in writing that Seller's Chief Financial Officer give notice of the Accounts into which the Escrow Funds are to be invested. Upon receipt of such notice, Escrow Agent shall invest the Escrow Funds in the Accounts so designated. (All references in this Agreement to Seller's Chief Financial Officer include any successor to the current Chief Financial Officer and any person holding a comparable position with Seller's successor or assign.)

3. All income (i.e., interest, capital gains, dividends, and other earnings) from the Accounts shall be reinvested in the Accounts and shall be considered part of the Escrow Funds.

4. All income earned on the Accounts shall be reported in the name of Seller for tax purposes.

5. Escrow Agent shall receive fees for its services pursuant to the Escrow Fee Schedule attached hereto as Schedule "A." Escrow Agent will deduct said fees from income earned on the Accounts.

6. Escrow Agent shall furnish to Seller a monthly statement of account reflecting an inventory of assets in the Accounts, all activity during the previous month, and a market value for the assets of the Accounts. Escrow Agent will also furnish such other reports as the Seller or Buyer may reasonably request, including reports to the Seller's or Buyer's accountants or other examiners as may be necessary or appropriate.

7. This Agreement may only be amended by written agreement of the parties.

8. Escrow Agent shall hold the Escrow Funds until it receives written authorization from Buyer (or its successor or assign) to disburse the entire balance of the Escrow Funds (less Escrow Agent's fees) to Seller (or its successor or assign), which consent shall be given upon termination of the Railroad Easement in accordance to Section 12 of the Purchase Agreement. Written authorization from Buyer may be given by the Executive Director of Buyer. Written authorization from Buyer's successor or assign may be given by any officer of such successor or assign.

9. Disbursement of the balance of the Escrow Funds to the Seller shall be made as directed by Seller's Chief Financial Officer.

10. This Agreement shall be effective on the date of deposit of the Escrow Funds with Escrow Agent pursuant to paragraph 1 of this Agreement and shall terminate upon the full performance by each of the parties of their respective obligations hereunder.

11. Except as otherwise provided in this Agreement, the sole duty of Escrow Agent shall be to receive the Escrow Funds and hold them subject to release, in accordance herewith, and Escrow Agent shall be under no duty to determine if Buyer or Seller are complying with the requirements for termination of the Railroad Easement. Escrow Agent may conclusively rely upon, and shall be protected in acting upon, any statement, certificate, notice, request, consent, order, or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall have no duty or liability to verify any such statement, certificate, notice, request, consent, order, or other document, and its sole responsibility shall be to act only as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit, or proceeding in connection with this Agreement unless first indemnified to its satisfaction.

Escrow Agent may consult counsel in respect of any question arising under this Agreement, and Escrow Agent shall not be liable for any action taken or omitted in good faith upon advice of such counsel.

12. Buyer and Seller hereby agree to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, and expenses (including attorneys' fees) which Escrow Agent may incur by reason of its acting as the escrow agent under this Agreement. Notwithstanding the foregoing, it is specifically understood and agreed that in the event Escrow Agent has committed negligence or malfeasance in the exercise of its responsibilities hereunder, the indemnification provisions of this Agreement shall not apply. Further, nothing in this Agreement shall be deemed to waive any of Buyer's statutory defenses and immunities or limitations on liability.

13. The books, records, documents, accounting procedures, and practices of Escrow Agent relevant to this Agreement are subject to examination by Buyer and Seller or their agents.

14. This Agreement and all transactions hereunder shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of Minnesota.

15. All notices, authorizations, and directives required or contemplated by this Agreement shall be in writing and shall be effective when actually received by the party to whom addressed. Such notices and authorizations shall be addressed as follows. A party may change its address for notice purposes by giving notice of the change to the other parties.

Notices to Buyer shall be directed as follows:

Don Lawrence
Hennepin County Regional Railroad
Authority
Southwest Street Level
Hennepin County Government Center
Minneapolis, MN 55487
Fax (612) 348-9710

Notices to Seller shall be directed as follows:

James A. Lee
Senior Vice President and Chief Financial Officer
Soo Line Railroad Company
925 Soo Line Building
105 South Fifth Street
Minneapolis, MN 55402
Fax (612) 337-0434

with a copy to:

Director of Real Estate Development
Soo Line Railroad Company
1380 Soo Line Building
105 South Fifth Street
Minneapolis, MN 55402
Fax (612) 347-8170

Notices to Escrow Agent shall be directed as follows:

Attn: Alice I. Weibye
Norwest Bank Minnesota, N.A.
Corporate Custody Services
Sixth Street & Marquette Avenue
Minneapolis, MN 55479-0065
Fax (612) 667-3822

16. This Agreement contains the entire understanding among the parties hereto with respect to the escrow contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such escrow.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

18. Escrow Agent may resign upon 30 days advance written notice to Buyer and Seller. If Seller and Buyer are unable to agree upon a successor Escrow Agent within the 30-day period following such notice, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent. Escrow Agent will continue to serve as the escrow agent under this Agreement until such time as the successor escrow agent is able to assume its duties under this Agreement.

19. Seller acknowledges and agrees that the terms of this Agreement meet the requirements contained in Section 4.B.(2) of the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

By Judith M. Hilary

Its Chair

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By Alice Wadley
Its Asst Vice President

SOO LINE RAILROAD COMPANY

By [Signature]
Its S. V. P. + CLO

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Asst. Hennepin County Attorney
Dated 7-29-93

APPROVED AS TO EXECUTION:

[Signature]
Asst. Hennepin County Attorney
Dated 7-30-93

JAMES R. UFER [Signature]
~~Asst.~~ Hennepin County Investment
and Financial Manager

Dated July 29, 1993

SUPPLEMENT NO. 1 TO PURCHASE AGREEMENT

This is Supplement No. 1 dated May 27, 1993, to that certain Purchase Agreement dated December 23, 1992 (the Purchase Agreement), by and between Soo Line Railroad Company (Soo) and the Hennepin County Regional Railroad Authority (the Authority).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Soo and the Authority hereby agree as follows:

Section 3 C of the Purchase Agreement is amended by changing June 1, 1993, to July 1, 1993.

SOO LINE RAILROAD COMPANY

By

Its

APPROVED AS TO FORM

Law Department
Glenn Olander - Quamme

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By

Its Chair

and

By

Its Executive Director

Approved as to execution:

Assistant County Attorney
Dated: May 27, 1993

Approved as to legality:

Assistant County Attorney
Dated: May 27, 1993

SUPPLEMENT NO. 2 TO PURCHASE AGREEMENT

This is Supplement No. 2 dated June 25, 1993, to that certain Purchase Agreement dated December 23, 1992 (the Purchase Agreement), by and between Soo Line Railroad Company (Soo) and the Hennepin County Regional Railroad Authority (the Authority).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Soo and the Authority hereby agree as follows:

Section 3 C of the Purchase Agreement is amended by changing June 1, 1993, to August 1, 1993.

This Supplement No. 2 supersedes Supplement No. 1 to Purchase Agreement (which Supplement No. 1 is dated May 27, 1993).

SOO LINE RAILROAD COMPANY

BY

Its Sr. Vice President

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

By London Hilary
Its Chair

and

By John Long
Its Executive Director

Approved as to execution:

John Long
Assistant County Attorney
Dated: June 25, 1993

Approved as to legality:

John Long
Assistant County Attorney
Dated: June 25, 1993

7/26/93

RELINQUISHMENT AGREEMENT

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

The premises of this agreement are as follow:

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

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

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

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

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

- (a) upon receipt of written demand from Soo demanding such surrender, or
- (b) at such time as the railroad crossings at Hiawatha Avenue are severed;

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

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

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

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

SOO LINE RAILROAD COMPANY

TWIN CITIES & WESTERN
RAILROAD COMPANY

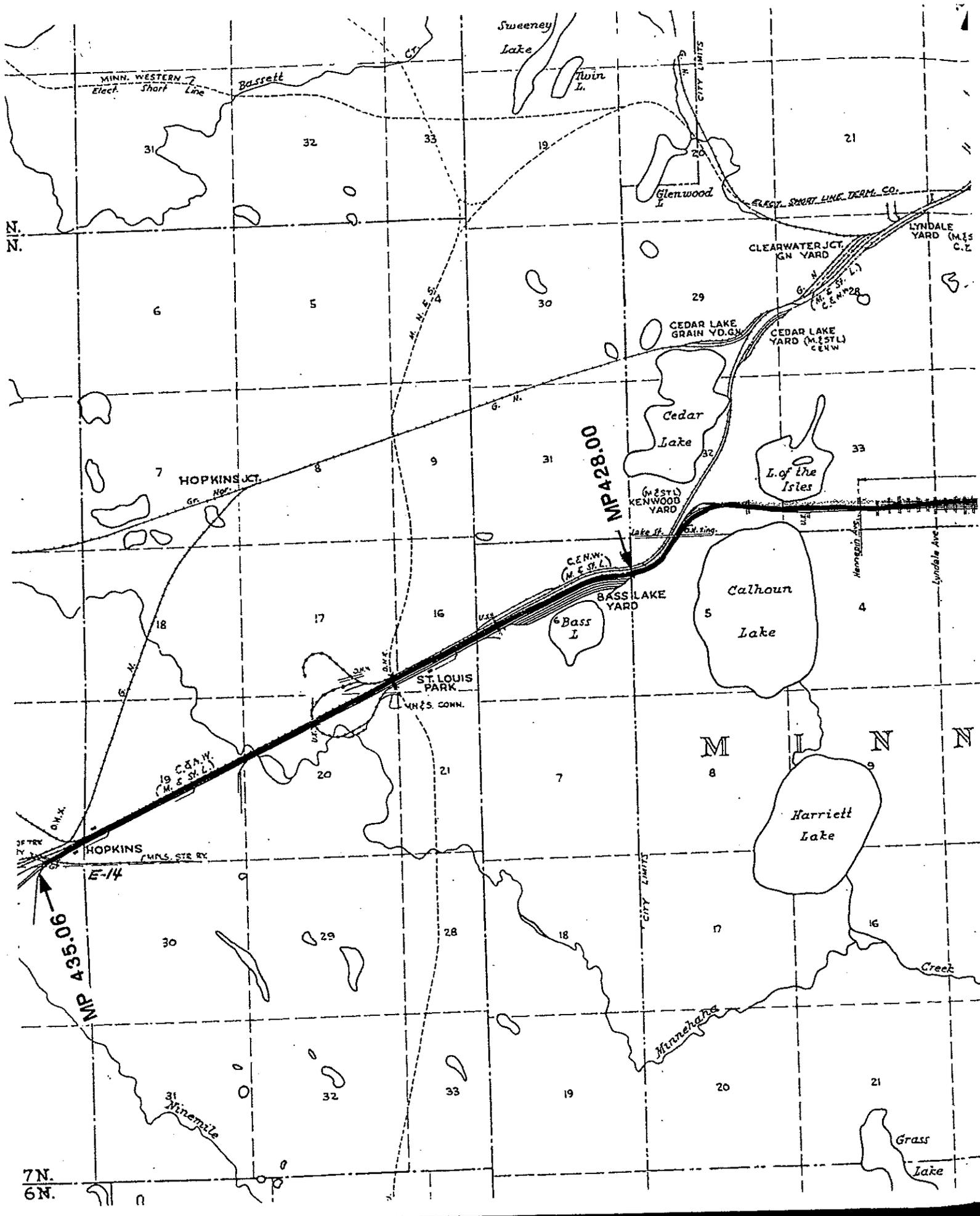
By 

By 
Chairman

P. A. Pender
Vice President and
Chief Operating Officer

*OK as to
Legal Form*





RAILROAD EASEMENT

(reserved for valuation and tax data) (reserved for recording data)

STATE DEED TAX DUE HEREON: \$ _____

Date: July 30, 1993

FOR \$1.00 AND OTHER VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, 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 Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, Grantee, a temporary railroad easement over real property in Hennepin County, Minnesota, the terms of which are set forth in that certain Purchase Agreement (the Purchase Agreement) between Soo Line Railroad Company and the Hennepin County Regional Railroad Authority dated December 23, 1992. The real property is described as follows: see attached Exhibit A.

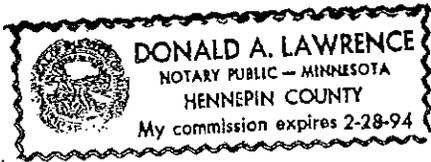
Hennepin County Regional Railroad Authority

By Sandra M. Hilary
Sandra M. Hilary
Its Chair

By James M. Bourey
James M. Bourey
Its Executive Director

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

The foregoing was acknowledged before me this 30th day of July, 1993, by Sandra M. Hilary and James M. Bourey, respectively 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.



Donald A. Lawrence

Notary Public

This instrument was drafted by:

Soo Line Railroad Company
P.O. Box 530
Minneapolis, MN 55440

Tax statements for the real property described in this instrument should be sent to:

Hennepin County Regional
Railroad Authority
Southwest Street Level
Government Center
300 South Sixth Street
Minneapolis, MN 55487-0016

Exhibit A (p. 1 of 2)

Temporary Easement No. 1:

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of: all main tracks, spurs, sidings and tail tracks as they are now laid out and constructed over Parcel A (described below).

Except for that portion of Parcel A described as Temporary Easement No. 2, below, and unless terminated earlier pursuant to Section 12 of the Purchase Agreement, Temporary Easement No. 1 shall terminate at the earlier of the following: 15 years after the date of this Easement or at such time as all of Grantee's railroad crossings of Hiawatha Avenue between 26th Street East and Lake Street are permanently severed.

Temporary Easement No. 2:

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of all existing trackage over that portion of Parcel A lying between the west boundary of Fifth Avenue and the west boundary line of Bloomington Avenue, in the City of Minneapolis

also

a strip of land 30 feet in width lying 15 feet on either side of the centerline of the south main track over that portion of Parcel A lying west of the west boundary line of Fifth Avenue, and east of the west boundary of Bloomington Avenue to the east boundary line of Cedar Avenue, in the City of Minneapolis

Temporary Easement No. 2 shall terminate 15 years after the date of this Easement, unless earlier terminated pursuant to Section 12 of the Purchase Agreement.

Parcel A:

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the South Half of the Southeast Quarter and

Exhibit A (p. 2 of 2)

the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

also:

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

(Note: since the legal description has been completely re-typed, it should be checked with great care by all concerned.)

CP RAIL SYSTEM COPY

ASSIGNMENT AND ASSUMPTION AGREEMENT

1. As used in this agreement, "Purchase Agreement" means that certain Purchase Agreement dated December 23, 1992, between Hennepin County Regional Railroad Authority (the Authority) and Soo Line Railroad Company (Soo), together with any modifications, amendments, and supplements thereto.

2. Terms defined in the Purchase Agreement are used with the same meanings in this agreement.

3. In accordance with and subject to the terms of Section 7 of the Purchase Agreement, Soo hereby assigns to the Authority Soo's rights, and the Authority hereby assumes Soo's obligations, under the following documents (the "Documents"):

<u>Party</u>	<u>Identifying Number</u>	<u>Type</u>
Roland Millwork Co.	24055	Land lease
Bituminous Roadways, Inc.	24126	Land lease
Sears, Roebuck & Co.	24191	Land lease
Donald K. Raymond	24400	Land lease
Bituminous Roadways, Inc.	24767	Land lease
Northern States Power	25034	Wire crossing
KBL Cablesystems of Minnesota	25391	Wire crossing
KBL Cablesystems of Minnesota	25392	Wire crossing
KBL Cablesystems of Minnesota	25393	Wire crossing
KBL Cablesystems of Minnesota	25394	Wire crossing
KBL Cablesystems of Minnesota	25395	Wire crossing
KBL Cablesystems of Minnesota	25396	Wire crossing
Northern States Power	25420	Pole & wire agreement
Northern States Power	25445	Overhead wire crossing
Northern States Power	25457	Wire crossing
Northern States Power	25464	Pole & wire agreement
Northern States Power	25466	Pole & wire agreement
U. S. West Communications	25604	Conduit agreement
U. S. West Communications	25620	Conduit agreement
U. S. West Communications	25624	Pole line attachment
U. S. West Communications	25632	Pole & wire agreement
U. S. West Communications	25645	Pole & wire agreement
KBL Cablesystems of Minnesota	25680	Wire crossing
KBL Cablesystems of Minnesota	25681	Wire crossing
MCI	26093	Fiber optic agreement
Northern States Power	26292	Wire crossing
Northern States Power	26632	Pole & wire agreement
Minnegasco	27116	Gas pipe line agreement
Northern States Power	27384	Overhead wire crossing
Northern States Power	27612	Wire crossing
Northern States Power	27627	Overhead wire crossing
John A. Dalsin & Sons, Inc.	27878	Land lease
Northern States Power	28066	Overhead wire crossing
Paragon Cable TV	28080	Overhead wire crossing
U. S. West Communications	28202	Pole & wire agreement
Smith Foundry Company	28285	Land lease and shed
L. H. Sowles Company	28487	Land lease
N. C. Bennett Lumber Company	28625	Land lease
Minneapolis Gas Light Co.	N7226	Gas pipe agreement
City of Minneapolis	V68	Bridge agreement
City of Minneapolis	V74	Bridge agreement
City of Minneapolis	V210	Land sale agreement

City of Minneapolis	V2368	Bridge agreement
Minneapolis Gas Light Co.	W1406	Gas pipe agreement
City of Minneapolis	W2272	Sewer line agreement
City of Minneapolis	W2427	Sewer line agreement
Minneapolis Gas Light Co.	W3509	Gas pipe agreement
Minneapolis Gas Light Co.	W3937	Gas pipe agreement
Minneapolis Gas Light Co.	W4106	Gas pipe agreement
Minneapolis Gas Light Co.	W4111	Gas pipe agreement
City of Minneapolis	W5320	Water pipe agreement
City of Minneapolis	W6469	Storm sewer agreement
Naegle Outdoor Advertising	SOL-726	Sign board
Midwest Outdoor Adv. Inc.	SOL-776	Sign board
Midwest Outdoor Adv. Inc.	SOL-777	Sign board
Midwest Outdoor Adv. Inc.	SOL-791	Sign board
Minneapolis Com. Dev. Agency	None	Environ. Rt. of Entry
Twin City Ready Mix	S-2045	Side track agreement
City of Minneapolis	S-2195	Side track agreement

4. The foregoing assignment and assumption is limited to those rights and obligations under the Documents that pertain to the Property.

5. Notwithstanding paragraph 3, above, Soo reserves to itself 100% of the prepaid gross revenue attributable to the following Document: Identifying Number 26093.

6. Soo also assigns to the Authority all other interests of any nature of the Soo, to the extent transferrable and/or assignable, and relating to the interests in the Property transferred to the Authority pursuant to the Purchase Agreement, including rights in and to general intangibles and contract rights in addition to those identified in paragraph 3, above, including franchises, governmental and contractual operating rights and other contracts, leases, licenses, permits and privileges, except to the extent such rights relate to Soo's rights and obligations to provide common carrier freight rail service on the Property. The Authority hereby assumes Soo's obligations and duties with respect to the various interests identified in this paragraph 6, provided that such assumption shall be limited to obligations and duties relating to the Property.

7. This agreement is dated July 30, 1993.

APPROVED AS TO FORM

[Signature]
 Law Department
 Glenn Clander - Quamme

SOO LINE RAILROAD COMPANY

BY *[Signature]*

Its S. V. P. + CLO

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

BY *[Signature]*

Its Chair

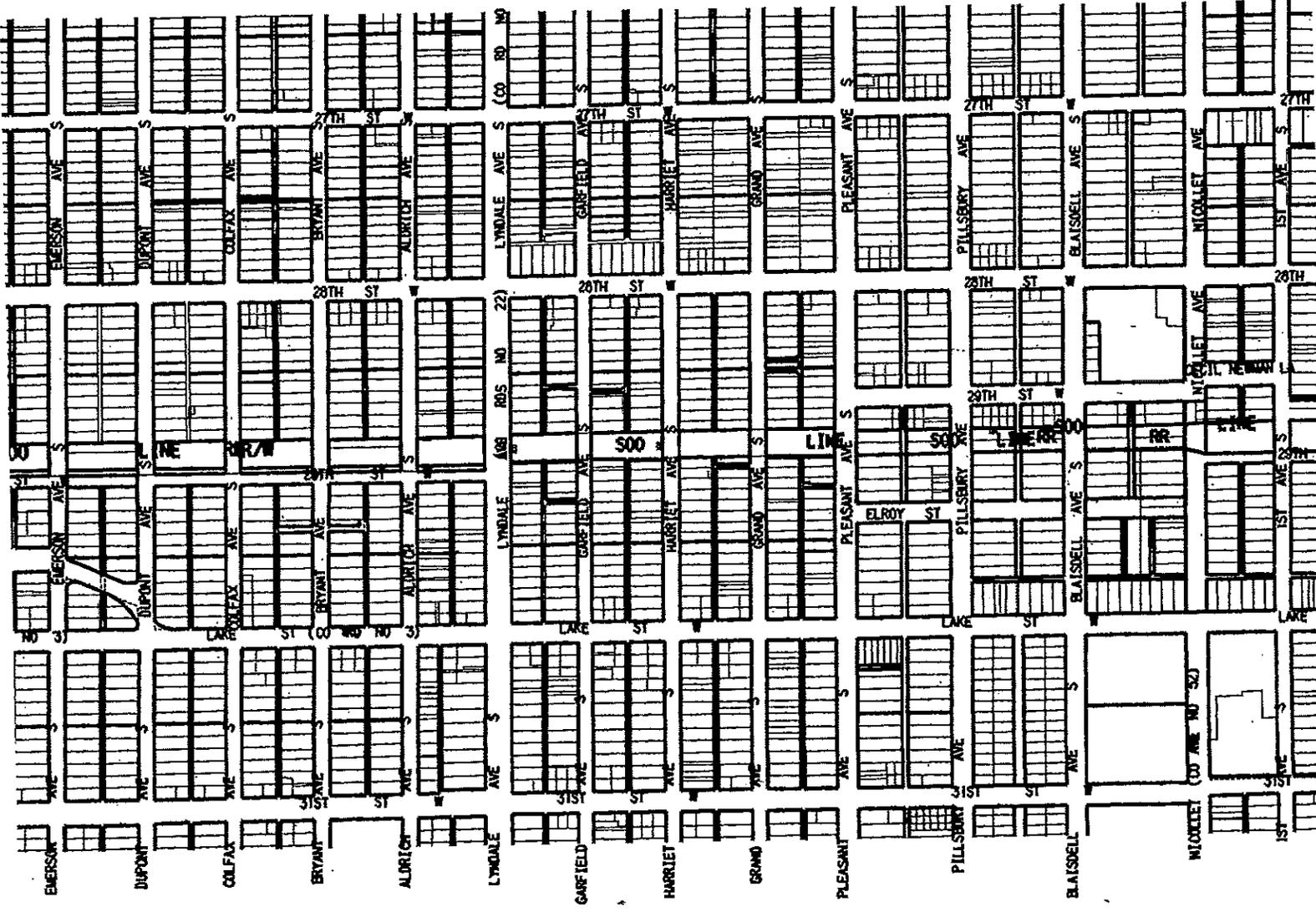
Approved as to Form and Legality
[Signature]
 729-93

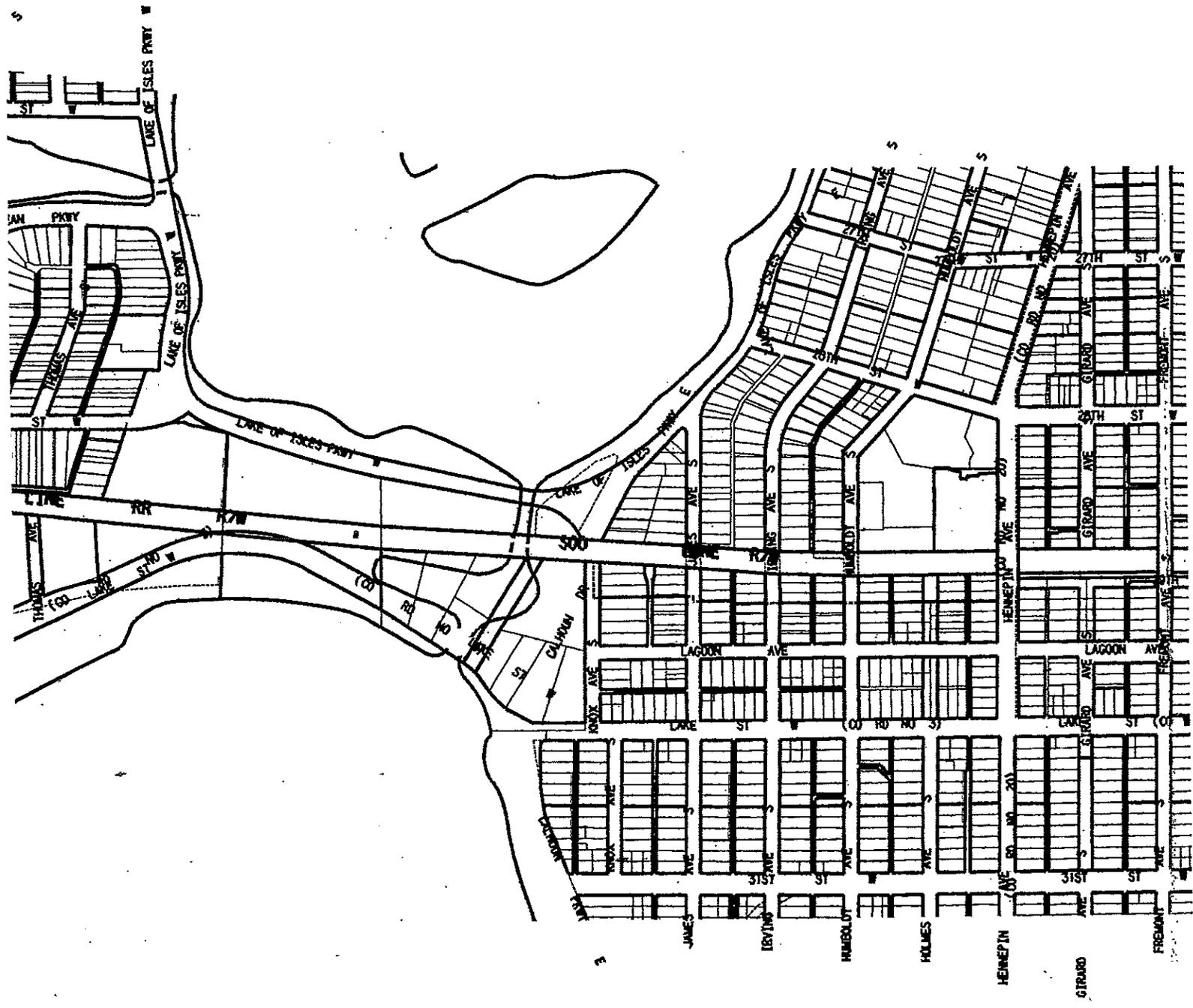
approved at Execution
[Signature]

EXHIBIT A

PROPERTY MAP







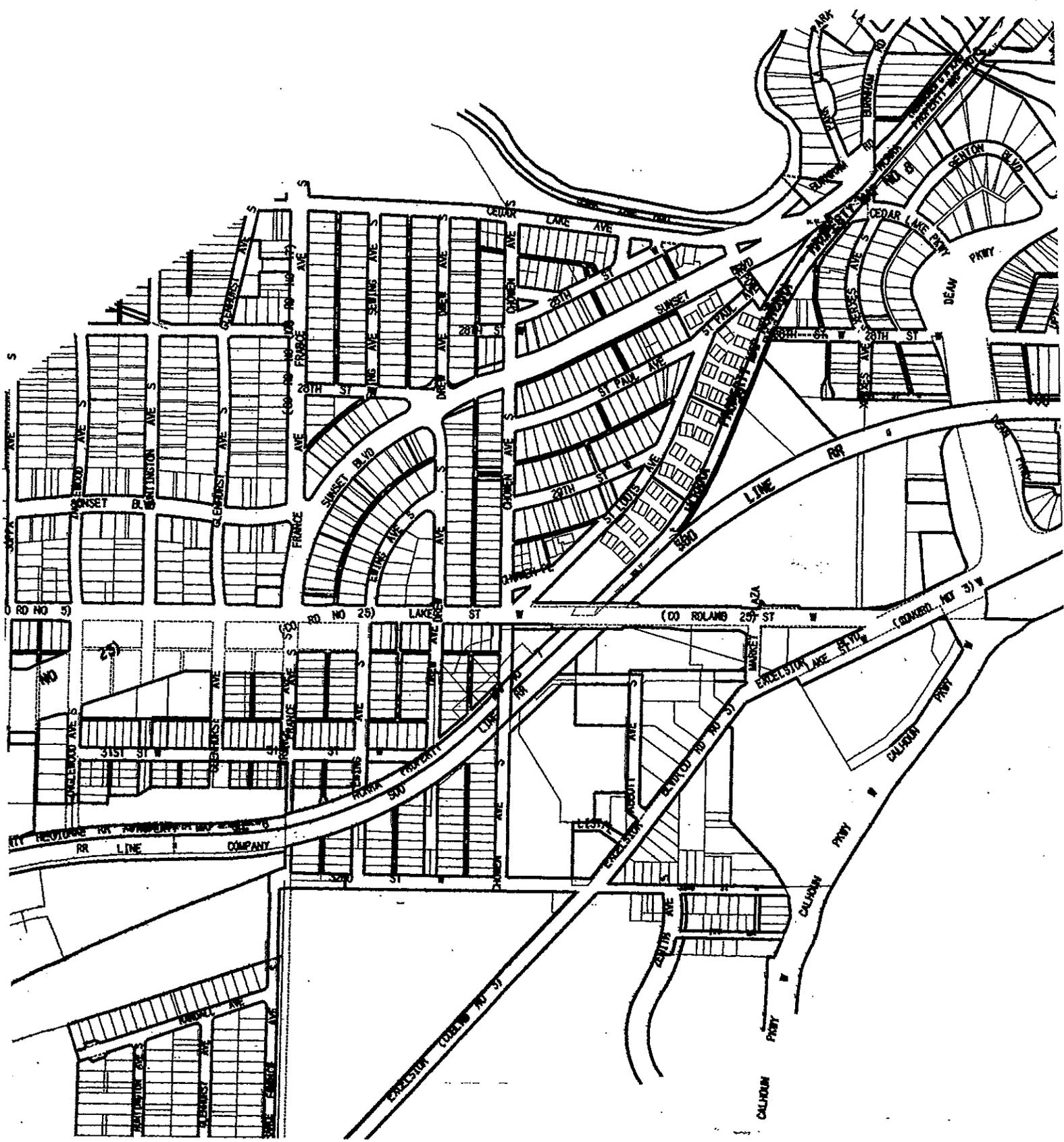


EXHIBIT B

Legal Description of Property

All that part of the Soo Line Railroad Company right of way passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Soo Line Railroad Company right of way passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

Exhibit C - 2 of 3

Description of Property Affected

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, and the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

All that part of the Hennepin County Regional Railroad Authority right of way, formerly the right of way of the Soo Line Railroad Company, passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

(Abstract Property)

also:

All that part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying South of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According to the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

Description of Railroad Easement to Expire (Insert Date of Severance at Hiawatha)

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of: all main tracks, spurs, sidings and tail tracks as they are now laid out and constructed over the above described property.

Exhibit C - 3 of 3

Description of Railroad Easement to Expire December 31, 2008

Strips of land 30 feet in width lying 15 feet on either side of the centerlines of all existing trackage over the above described property lying between the west boundary of Fifth Avenue and the west boundary line of Bloomington Avenue, in the City of Minneapolis

also

a strip of land 30 feet in width lying 15 feet on either side of the centerline of the south main track over the above described property lying west of the west boundary line of Fifth Avenue, and east of the west boundary of Bloomington Avenue to the east boundary line of Cedar Avenue, in the City of Minneapolis

EXHIBIT D 1 of 3

QUITCLAIM DEED

--	--

(reserved for valuation and tax data)

(reserved for recording data)

Date: _____, 199__

For valuable consideration, Soo Line Railroad Company ("Grantor" or "Seller"), a corporation under the laws of the State of Minnesota, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority ("Grantee"), a political subdivision and local governmental unit under the laws of the State of Minnesota, real property in Hennepin County, State of Minnesota, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

That part of the Soo Line Railroad Company right of way passing through the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, all in Section 36, Township 29, Range 24; all of which lies westerly of the easterly right of way line of Hiawatha Avenue.

also:

That part of the Soo Line Railroad Company right of way passing through the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 35, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 34, Township 29, Range 24; the South Half of the Southeast Quarter and the South Half of the Southwest Quarter, Section 33, Township 29, Range 24; the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 32, Township 29, Range 24; and the North Half of the Northwest Quarter of Section 5, Township 28, Range 24.

EXHIBIT D 2 of 3

(Abstract Property)

also:

That part of the North Half of the Southeast Quarter of the Southwest Quarter of Section 35, Township 29, Range 24, lying south of the South line of Block 3, "Avery's Chicago Avenue Addition to Minneapolis", and between the extensions South of the East and West lines of said Block 3.

According the recorded plats thereof and according to the Government Survey thereof, as evidenced by Certificate of Title No. 371889.

(Torrens Property)

[Seller certifies that Seller does not know of any wells on the real property.] (insert as necessary)

SOO LINE RAILROAD COMPANY

By: _____

Its: _____

STATE OF MINNESOTA

) SS

COUNTY OF HENNEPIN

The foregoing quitclaim deed was acknowledged before me this _____ day of _____ 199__ by _____ of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

EXHIBIT D 3 of 3

Tax statements for the property
should be sent to Grantee at:

This instrument was drafted by:
John P. Nail
Soo Line Railroad Company
P. O. Box 530
Minneapolis, MN 55440

EXHIBIT E

QUITCLAIM BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

Soo Line Railroad Company ("Seller"), in consideration of the sum of \$1.00 and other valuable consideration to it paid, receipt of which is hereby acknowledged, hereby conveys and quitclaims to Hennepin County Regional Railroad Authority the following property:

This conveyance is made strictly on an "as is, where is" basis, and Seller makes no express or implied representation or warranty whatsoever concerning said property (including, without limitation, express or implied representations or warranties of title, merchantability, or fitness for a particular purpose).

SOO LINE RAILROAD COMPANY

By: _____

Its: _____

Date: _____

HOPKINS TO MINNEAPOLIS
SM. ADDITIONAL PARCEL

+ effected by LASC. to
State - 9-24-85

2nd Purchase

Authorization No. 7164
Registered Title Property

DEED NO. 83871

Description: Deed to small portion of two city lots near U.S. 12 (I-354) overpass in Kenwood area of Mpls.

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois 60606, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, the provisions hereinafter set forth, and other good and valuable consideration, conveys and quitclaims to HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of the State of Minnesota, 2400-A Government Center, Minneapolis, Minnesota 55487, GRANTEE, all interest in the following described real estate situated in the County of Hennepin, and the State of Minnesota, to wit:

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, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

Not affected

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. The above part of Lot 13 is subject to a reservation by the State of Minnesota to mineral and mineral rights.

Subject to covenants, easements, conditions, and restrictions of record.

TOGETHER with and including all of Grantor's right, title and interest in "as is" condition as of the date of this deed, in and to all buildings, bridges and roadbed, if any, situated upon said real estate.

DATED this 1st day of May, 1984.

Signed, Sealed and Delivered in Presence of:

Arwin J. Patterson

Keith E. Jensen

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President

Attest J. S. Edwards
J. S. Edwards, Assistant Secretary

Certificate of Title

No. 206958

DISTRICT COURT No. 8850

Transfer from No. 154920 Originally registered the 23rd day of November

A. D. 1948 Volume 446 Page 136798

**STATE OF MINNESOTA,
COUNTY OF HENNEPIN.**) SS

REGISTRATION

This is to certify that The Minneapolis & St. Louis Railway Company, a Minnesota corporation having its principal place of business at 111 East Franklin Avenue in the City of Minneapolis, County of Hennepin and State of Minnesota

is now the owner of an estate, to-wit: in fee simple

of and in the following described land, situated in the County of Hennepin and State of Minnesota, to-wit:

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 Fifty Six (56) feet, front and rear, thereof; all in Block 2, Lakeview Addition to Minneapolis, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

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.

The above part of lot 13 is subject to a reservation by the State of Minnesota to mineral and mineral rights. Also Subject to and together with an easement for driveway purposes over the east Eight feet of the West Sixty (60) feet of 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, as shown in deed Doc. No. 310143, Files of Registrar of Titles. Also

Subject to the incumbrances, liens and interest noted by the memorial underwritten or indorsed hereon; and subject to the following rights or incumbrances subsisting, as provided in the twenty-fourth section of the act concerning the registration of land and the title thereto of the General laws of the State of Minnesota for the year 1905, and the amendments thereto, namely:

1. Liens, claims or rights arising under the laws or the constitution of the United States, which the statutes of this state cannot require to appear of record.
2. Any tax or special assessment for which a sale of the land has not been had, at the date of the certificate of title.
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease.
4. All public highways and roads in the description of the lands included in the certificate shall be deemed to be included.
5. Such right of appeal or right to appeal and contest the application as is allowed by law.
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title.

That the record

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of my office this Nineteenth day of November 19 53

Registrar of Titles,

In and for the County of Hennepin and State of Minnesota

By _____ DEPUTY

MEMORIAL

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF INSTRUMENT	DATE OF INSTRUMENT			DATE OF REGISTRATION				AMOUNT	RUNNING IN FAVOR OF	SIGNATURE OF REGISTRAR
		MONTH	DAY	YEAR	MONTH	DAY	YEAR	HOUR			

SEE OVER

SEE OVER



HOPKINS TO MINNEAPOLIS

SM. ADDITIONAL PARCEL

2nd Purchase

+ effected by LASC. to State - 9-24-85

Authorization No. 7164
Registered Title Property

DEED NO. 83871

THE GRANTOR, CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation, whose principal office is located at 165 N. Canal Street, Chicago, Illinois 60606, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, the provisions hereinafter set forth, and other good and valuable consideration, conveys and quitclaims to HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision and local government unit of the State of Minnesota, 2400-A Government Center, Minneapolis, Minnesota 55487, GRANTEE, all interest in the following described real estate situated in the County of Hennepin, and the State of Minnesota, to wit:

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, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

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. The above part of Lot 13 is subject to a reservation by the State of Minnesota to mineral and mineral rights.

Subject to covenants, easements, conditions, and restrictions of record.

TOGETHER with and including all of Grantor's right, title and interest in "as is" condition as of the date of this deed, in and to all buildings, bridges and roadbed, if any, situated upon said real estate.

DATED this 1st day of May, 1984.

Signed, Sealed and Delivered in Presence of:

Arwin J. Dulles
Keith E. Lewis

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By Robert W. Mickey
Robert W. Mickey, Vice President

Attest J. S. Edwards
J. S. Edwards, Assistant Secretary

Description: Deed to small portion of two city lots near U.S. 12 (I-394) overpass in Kenwood area of Mpls.

Not affected

Certificate of Title

No. 2069348

DISTRICT COURT No. 6090

Transfer from No. 154920 Originally registered the 23rd day of November
A. D. 1948 Volume 448 Page 136798

**STATE OF MINNESOTA,
COUNTY OF HENNEPIN.**)

REGISTRATION

This is to certify that The Minneapolis & St. Louis Railway Company, a Minnesota

corporation having its principal place of business at 111 East Franklin Avenue in the City of Minneapolis, County of Hennepin and State of Minnesota

is now the owner of an estate, to wit: in fee simple

of and in the following described land, situated in the County of Hennepin and State of Minnesota, to wit:

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 Fifty Six (56) feet, front and rear, thereof;

all in Block 2, Lakeview Addition to Minneapolis, according to the plat thereof on file or of record in the office of the Register of Deeds in and for said Hennepin County.

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, 94.2 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 southwardly in a straight line to the west line of said Lot 13.

The above part of lot 13 is subject to a reservation by the State of Minnesota to mineral and mineral rights. Also

Subject to and together with an easement for driveway purposes over the east Eight feet of the West Sixty (60) feet of 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, as shown in deed Doc. No. 310143, Files of Registrar of Titles. Also

Subject to the incumbrances, liens and interest noted by the memorial underwritten or indorsed hereon; and subject to the following rights or incumbrances subsisting, as provided in the twenty-fourth section of the act concerning the registration of land and the title thereto of the General Laws of the State of Minnesota for the year 1905, and the amendments thereof, namely:

1. Liens, claims or rights arising under the laws or the constitution of the United States, which the statutes of this state cannot require to appear of record.
2. Any tax or special assessment for which a sale of the land has not been had, at the date of the certificate of title.
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease.
4. All public highways and roads in the description of the lands included in the certificate shall be deemed to be included.
5. Such right of appeal or right to appeal and contest the application as is allowed by law.
6. The rights of any person in possession under deed or contract for deed from the corner of the certificate of title.

That otherwise.



In Witness Whereof, I have hereunto subscribed my name and affixed the seal of my office, this nineteenth day of November 19 53

Registrar of Titles,

Sworn for the County of Hennepin and State of Minnesota

By _____ DEPUTY

MEMORIAL

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT NUMBER	KIND OF INSTRUMENT	DATE OF INSTRUMENT			DATE OF REGISTRATION				AMOUNT	RUNNING IN FAVOR OF	SIGNATURE OF REGISTRAR
		MONTH	DAY	YEAR	MONTH	DAY	YEAR	HOUR			

SEE OVER

SEE OVER

OFFICIAL PLAT

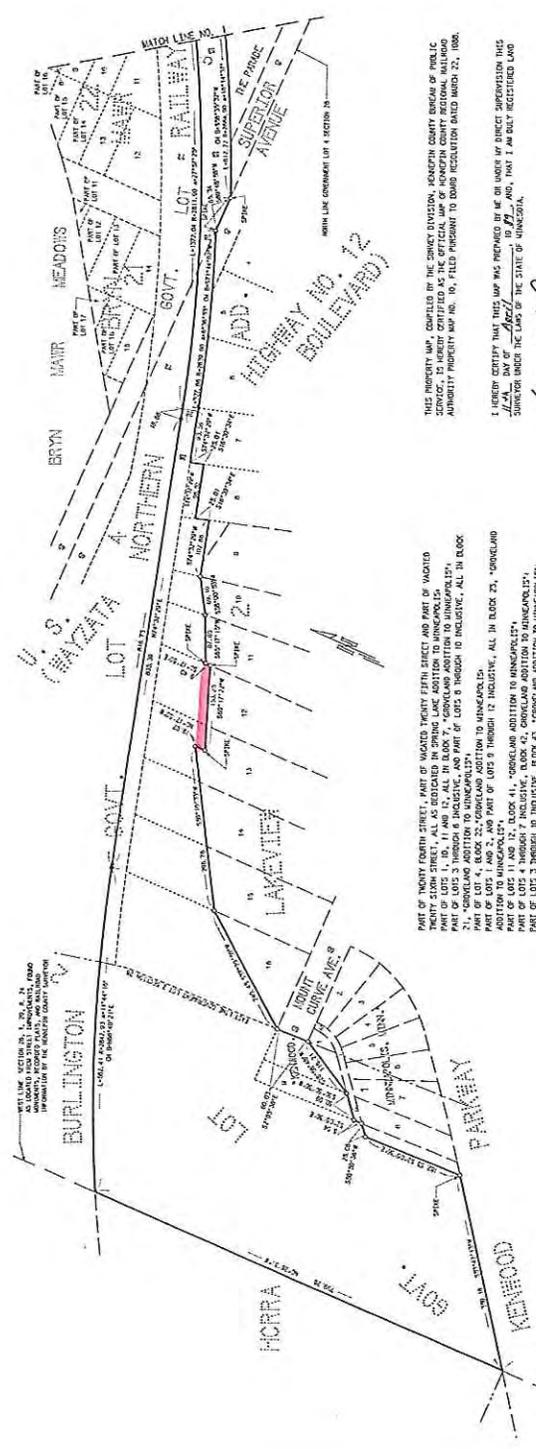
11/06/27 2:35:45Z 137 Doc. 2 26.00

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10

C.R. DOC. NO. 5523297

R.T. DOC. NO. 14071650

CTF NO. SEE COVER SHEET



THIS PROPERTY MAP, COMPILED BY THE COUNTY ENGINEER, HENNEPIN COUNTY BOARD OF PUBLIC SERVICE, IS HEREBY CERTIFIED AS THE OFFICIAL MAP OF HENNEPIN COUNTY, MINNESOTA, AUTHORITY PROPERTY MAP NO. 10, FILED PURSUANT TO BOARD RESOLUTION DATED MARCH 22, 1906.

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION UNDER THE LAWS OF THE STATE OF MINNESOTA.

Edward H. Jensen
COUNTY ENGINEER, HENNEPIN COUNTY, MINNESOTA

COUNTY RECORDS, HENNEPIN COUNTY, MINNESOTA

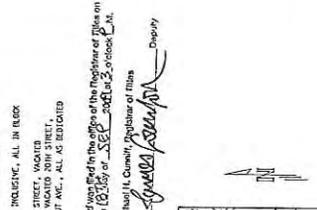
I HEREBY CERTIFY THAT THE OFFICIAL MAP OF HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 10 WAS FILED IN THIS OFFICE THIS 12TH DAY OF APRIL, 1907, AT 8:35 O'CLOCK A. M.

R. DAN CARLSON, COUNTY RECORDER, BY *R. Dan Carlson*

NOTES: 1. ROAD 27, PAUL, MINNEAPOLIS AND VANISHA RAILWAY (NOW KNOWN AS DEULACHEN BROTHER (HAINEN COMPANY) ORIGINAL GAT RICH RAILROAD).
2. DOTTED A RIGHT OF WAY CORNER OF HENNEPIN COUNTY R.F.M.
3. DOTTED A 10 FEET WIDE.
4. DOTTED A 10 FEET WIDE.
NOTE: A NOTE REGARDING THIS PROPERTY MAP IS GIVEN HEREIN AS INCORPORATED INTO THE HENNEPIN COUNTY COORDINATE SYSTEM, SOUTH-DAN RAILROAD.

PROPERTY MAP NO. 10
FILED IN THIS OFFICE THIS 12TH DAY OF APRIL, 1907
BY THE BOARD OF HENNEPIN COUNTY COMMISSIONERS.

SCALE
1" = 100'



**Midtown Greenway
Phase II**

MIDTOWN GREENWAY - PHASE II
5th TO HIAWATHA AVE.

018971

Agreement No. 73-51017

File No. 73-51017

PERMIT AGREEMENT
29th St. Greenway – Phase II Trail

This agreement, entered into by and between the Hennepin County Regional Railroad Authority, (hereinafter referred to as the "HCRRA"), a Minnesota political subdivision, and the City of Minneapolis, a Minnesota political subdivision (hereinafter referred to as the "City").

WHEREAS, HCRRA has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29th Street Rail Corridor ("Corridor") for the purpose of implementing Light Rail Transit ("LRT") and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business developments known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis, Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway".

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

HCRRA hereby agrees to grant certain rights and benefits to the City hereinafter described with regard to that certain real property described as follows:

That part of HCRRA's right of way, located in the City of Minneapolis, between 5th Ave. So. and Hiawatha Ave., the northerly limits being the northerly HCRRA property line and the southerly limits being the southerly construction limits shown on the construction plans for the 29th St. Midtown Greenway – Phase II, attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of the City, its agents, officers, employees, sub-permittees and invitees for trail purposes, including but not limited to pedestrian use, in-line skating, bicycles and other non motorized uses, and all requirements necessary to the enjoyment of the Premises for said uses. The City shall be granted temporary use of adjacent lands controlled by HCRRA as reasonably required for maintenance of the Premises.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of HCRRA until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving one-hundred eighty (180) days' written notice of its intention to do so. Such notice may be served upon HCRRA by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis Department of Public Works by delivering a copy thereof to its Director of Public Works. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

The City acknowledges that the Premises was acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is HCRRA's intention to allow the City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, HCRRA has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of one-hundred eighty (180) days after such service of said notice of termination, this Permit, and all rights hereunder, shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party prior to termination. The City shall, without further notice or demand, deliver possession of the Premises to HCRRA at the expiration of said one-hundred eighty (180) days and shall, before the expiration of said one-hundred eighty (180) days, remove all buildings and property placed upon the Premises which it has the right to remove. If it shall fail to remove the buildings and property, its right to remove them, at the option of HCRRA, shall cease and the City's interest to the buildings and property shall be forfeited and the same shall belong to HCRRA. If HCRRA elects, it may, at any time after the expiration of said period of one-hundred eighty (180) days, tear down and/or remove any or all such buildings and property without any liability for damages in any respect whatsoever at the expense of the City. The City shall thereupon promptly reimburse HCRRA for all expenses incurred by it in doing so.

7. Rent

Upon any termination of this Permit, rent shall be paid by the City to the date of termination at the rate of \$1.00 per year.

8. Sub-Permits

The City may grant permits to sub-permittees upon written approval by HCRRA. The City shall submit a copy of the permit to HCRRA for approval. Any sub-permit shall be on the same terms and conditions and limited to the same uses as are contained in this Permit.

HCRRA consents to, and the City will grant to the County of Hennepin and other third parties a temporary construction and access easement for purpose of constructing improvements necessary for the City's use of the Premises and for construction related environmental clean up in a form substantially as contained in Exhibit "B" hereto. HCRRA's consent does not relieve the City of any of the obligations it has undertaken pursuant to this Permit Agreement, including, but not limited to, the City's obligation to defend, indemnify and hold HCRRA harmless contained in Paragraph 12. Upon the City granting such easement, the County of Hennepin and the other third parties shall be considered the City's sub-permittees for purposes of Paragraph 12.

9. Signage

The City shall provide, install and maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the City, by permission of the owner, HCRRA, until the Premises are used for light rail transit or other transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

10. Nuisance, Waste

The City shall not permit the existence of any nuisance on the Premises. The City, at all times, shall keep the Premises clean and shall comply with all laws, ordinances and regulations respecting the City's business and use and occupation of the Premises. The City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on the Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on the Premises; provided, however, that the City may post on appropriate structures, informational materials relating to the permitted uses. The City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

11. Utilities, Title, Existing Rights of Others

The City accepts the Premises subject to the rights of any person, firm or

corporation, including HCRRA in and to any existing telephone, telegraph and/or other wires, poles and facilities, above and underground, of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of the City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, the City shall bear and pay the cost of so doing. Notwithstanding the foregoing as to the Communication Systems placed on the 29th Street Corridor pursuant to Easement Agreement dated November 17, 1998 between Williams Communication, Inc. and HCRRA, and Easement Agreement dated August 22, 2000 by and between Enron Broadband Services, Inc. and HCRRA, City may ask that HCRRA provide the Communication Company with ninety (90) days notice of the need for a required change or alteration to the Communication System due to the operations or planned operations of the City related to the Midtown Greenway pursuant to Par.14.1 of the respective Easement Agreements. HCRRA shall under no circumstances be responsible for the costs of relocation of the Communication System nor shall it be responsible for any failure of the Communications Company to comply with the provisions of Par.14.

The City also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and the City shall assume any damages sustained by the City in connection therewith. The City also accepts such Premises subject to rights of any party, including HCRRA, in and to any roadways, easements, leases and permits, whether granted, at HCRRA's sole discretion, either prior to or after the date of this Permit Agreement. The City agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. The City accepts said Premises subject to the right of HCRRA, its employees, agents, the City, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of HCRRA, its employees, agents, the City, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon HCRRA's property.

12. Indemnification

The City shall defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees or other occupiers of the Premises.

Notwithstanding the foregoing, the City is not responsible to defend, indemnify and hold HCRRA harmless for the acts or omission of "other occupiers" who are present on the Premises pursuant to an easement, lease or permit granted to them by HCRRA.

HCRRA shall not be liable to the City or those claiming by, through, or under the City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by the City or any other entity, nor for the loss or damage by reason of the present or future condition of repair

of the Premises, or for the loss or damage arising from the acts or omissions of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees, or other occupiers of the Premises, including those "other occupiers" present on the Premises pursuant to an easement, lease or other permit granted to them by HCRRA.

13. Insurance

The City further agrees that if in any case the release and indemnity provided in this section shall not be valid, HCRRA shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and the City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against HCRRA in connection therewith.

14. Covenant

The City, in consideration of the rights granted herein, covenants and agrees to pay the rent promptly, and to fully abide by and perform all and singular the conditions, covenants and agreements to be observed and performed by the City and to yield up the Premises unto HCRRA at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

15. Quiet Enjoyment

HCRRA has the right and authority to enter into this Agreement and if the City pays the rent required hereby and otherwise performs the terms hereof to be performed by the City, the City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11.

16. Waiver

No receipt of money by HCRRA from the City after any default by the City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of the City shall be implied from omission by HCRRA to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or

default shall continue for fifteen (15) days after the City's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Permit ended, and to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, the City, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, lessees, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be sub-permitted, used or occupied by any party other than the City unless specifically stated herein. HCRRA reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

The City shall be responsible for the construction of all improvements necessary to its use of the Premises whether constructed by itself or others, and shall be responsible for the construction of all bridges and crossings including, without limitation, under or over passes, required pursuant to Paragraph 24 deemed necessary for the City to provide trails on the Premises or to otherwise use the Premises. Plans, if any, shall be submitted to HCRRA for prior review and comment. HCRRA reserves the right to reject any plans for construction proposed by The City on the grounds, in HCRRA's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises. The City shall be responsible for maintenance of the Premises at its own expense. Maintenance includes, but is not limited to, maintaining the trail during the winter months, including snow and ice removal, mowing vegetation in areas abutting trails, fences and retaining walls and maintaining vegetation at 6 inches or less, except for those areas identified by HCRRA, from time to time in writing, as Midtown Greenway Landscaping and Planting Sites which shall be maintained in a manner consistent with the character of the landscaping and plantings.

20. Environmental Concerns

The City shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. The City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by the City, sub-permittees or invitees during the

City's period of use, including conditions introduced by the City, sub-permittees, or invitees which affect other lands. The City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. The City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment, and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by the appropriate local, state and federal regulatory agencies. The City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. HCRRA may enter the Premises during regular business hours of the City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of the City or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with the City's operations. HCRRA's entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

The City may make any inspections, tests, audits or reviews of the physical condition of the Premises, all at the City's sole cost and expense. Such inspections and tests may include, without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the Premises ("Environmental Inspection"). If the City elects to abandon its trail project and terminate this agreement due to its Environmental Inspection, the City shall restore the property to its prior condition, and provide HCRRA with copies of all reports and test result. The City agrees to indemnify, defend, and hold HCRRA harmless from any and all actual out-of-pocket expenses incurred by HCRRA related to containing or disposing of any contaminated materials released by such inspections.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement the City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations regarding any hazardous waste, pollutant, contaminant or petroleum-related material (collectively "contamination.") on the Premises necessary for the City's use of the Premises for trail and park purposes regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. However, should the City elect in its sole discretion to abandon its trail project and terminate this agreement, due to its Environmental Inspection, the City shall not be obliged to bear expenses enumerated in this sentence. Further, the City agreed to defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents and employees from any liability, claims, causes of action, judgements, damages, losses, costs or expenses, including reasonable attorney's fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. The City expressly agrees that the

obligations it hereby assumes related to construction and operation of the park trail, shall survive the cancellation of this Permit.

For the below listed sites only, and only where such costs are not covered by third parties, HCRRA agrees to be responsible for contamination cleanup costs necessary for implementing Construction Plans dated August 1, 2002 for the 29th Street Midtown Greenway-Phase II Project in that said costs are also necessary for implementing future rail transit on the Corridor:

- a) the Sears Tunnel asbestos clean up Project identified as Minnesota Pollution Control Agency VIC Project No. VP16060;
- b) that portion of the Minnesota Department of Agriculture CMC Lite Yard Site located within the boundaries of the Permitted Premises on HCRRA's right of way generally known as the south wye.

21. Compliance with Laws, Ordinances and Rule

The City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. The City agrees to comply with rules as may be promulgated from time to time by HCRRA. The City may enforce its ordinances on the Premises, as it applies to third parties.

22. Condition of Premises Inspection

The City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness or suitability for any particular purpose, express or implied. The City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

23. Liens and Encumbrances

The City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by the City, its agents, employees, customers, invitees, sub-permittees, or other occupiers of the Premises pursuant to this Permit.

24. Relocation

In the event HCRRA determines, at its sole discretion, that relocation of the City's trail and any trail related facilities including, but not limited to, bridges and crossings added by the City or added on behalf of the City for trail purposes, is required to accommodate HCRRA's use of the Corridor for transportation purposes,, the City shall be required at its expense, and at

no cost to HCRRA to relocate, remove or alter all or any part of the City's trail improvements necessary to accommodate such use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 20__.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

Approved as to form and execution:

[Signature]
Assistant County Attorney
Date: 03/03/03

By: [Signature]
Chair, of Its Board
Date: 3/14/03

And: [Signature]
Deputy/Executive Director
Date: 3/14/03

Attest: [Signature]
Deputy/Clerk of Authority Board
Date: 3-14-03

Approved as to form ~~and execution~~

[Signature]
Attorney for City of Minneapolis
Date: 1/27/03

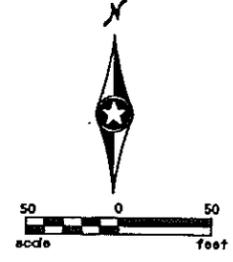
CITY OF MINNEAPOLIS

By: [Signature]
Mayor
Date: _____

Attest: [Signature]
Assistant City Clerk
Date: 2/14/2003

And: [Signature]
Director of Public Works
Date: 2-4-03

And: [Signature]
Acting Assistant/City Finance Officer
Date: _____



BEGIN CONSTRUCTION
S.P. 141-090-09
S.P. 141-090-20
STA. 100+36.16

BEGIN PARK AVE. NORTHERLY WALL
BEGIN SHEET PILING
BEGIN WIRE FENCE DESIGN SPECIAL
STA. 107+06.18

END SHEET PILING
STA. 108+20.27

BEGIN SHEET PILING
END PARK AVE. NORTHERLY WALL
STA. 108+15.27

END PARK END WRT
STA. 108

END PARK AVE. MIDDLE WALL
END SHEET PILING
END WIRE FENCE DESIGN SPEC
STA. 109+53.75

END CONSTRUCTION
PARK AVE. N. RAMP
STA. 502+58.16

TRAIL RADII			
RADIUS	ALIGNMENT	STATION	LOCATION
3.0'	BKE3	108+79.62	10.0' (L.T)
5.0'	BKE3	108+99.22	12.0' (L.T)

DISPOSE OF EXCESS SUITABLE EXCAVATION AND SUBGRADE EXCAVATION ON THE SOUTH SIDE OF THE CORRIDOR AS DIRECTED BY THE ENGINEER IN THE FIELD. GRADING OF THE EXCESS MATERIAL SHALL ALLOW FOR ADEQUATE DRAINAGE OF THE TRAIL. THIS AREA SHALL BE LIGHTLY TOPPED WITH EXISTING SLOPE DRESSING AND SEEDED ACCORDING TO TURF ESTABLISHMENT TAB.

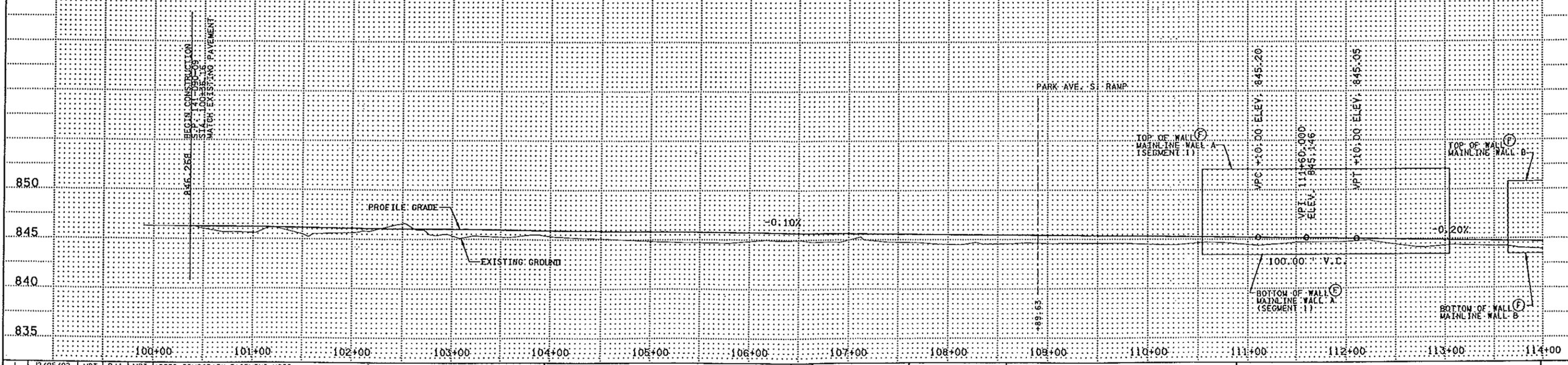
- NOTES:
- (A) PROTECT SANITARY SEWER DURING CONSTRUCTION (INCIDENTAL).
 - (B) SEE BRIDGE ABUTMENT DRAIN DETAILS/TABULATION FOR ABUTMENT DRAIN TREATMENT.
 - (E) TEMPORARY SHEET PILE OR SHORING (INCIDENTAL).
 - (F) SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
 - (G) SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.
 - (I) INSTALLATION OF SHEET PILE MAY BE LIMITED TO INSTALLATION FROM THE BOTTOM OF THE CORRIDOR AS ACCESS ON THE TOP OF THE CORRIDOR IS LIMITED.
 - (N) CONSTRUCT DRAIN OUTLET SEE MISCELLANEOUS DETAILS PAID FOR UNDER GRATE CASTING SPECIAL B INCLUDES ALL MATERIALS TO CONNECT CASTING TO 4" PVC ABUTMENT DRAIN MANIFOLD, CONCRETE SLABS, AND REBAR.

LEGEND

- PROPOSED TRAIL
- PROPOSED RETAINING WALL
- INDICATES SUPER-ELEVATION TRANSITION (G)

B.M. ELEV. 866.224
TNH NW QUADRANT
BLOOMINGTON AVE. / 28TH STREET

EXHIBIT A



R:\CIVIL\008\4129\PLAN\4129.CPA
 02/24/02 12:49 PM
 02/24/02

NO	DATE	BY	CHKD	APPR	REVISION
1	12/05/02	MRT	DJJ	MRT	ADDED TEMPORARY EASEMENT NOTE

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

Print Name: MICHAEL R. TURNER
Michael R. Turner
 Date: 12/12/02 License #: 40120

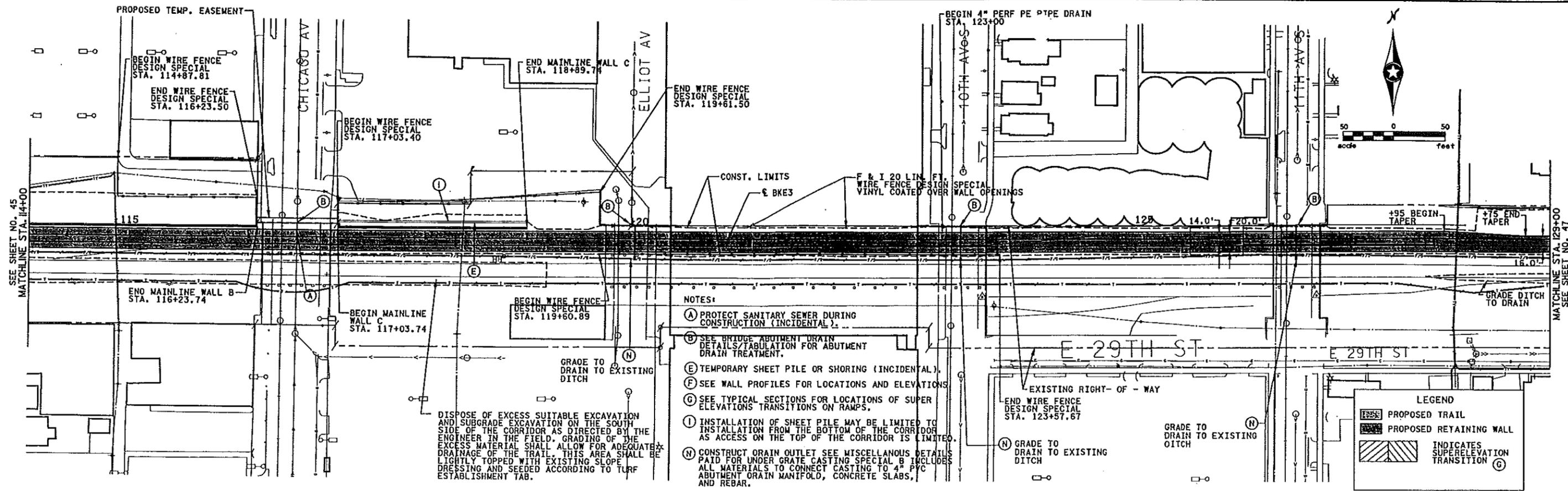
STATE PROJECT NO. 141-090-09
 COUNTY PROJECT NO. 0209

DRAWN BY DATE S. PICKUS 1-02
 DESIGNED BY M. TURNER 1-02
 CHECKED BY D. JULIFF 3-02
 COMM. NO. 0004127



HENNEPIN COUNTY
 CONSTRUCTION PLAN AND PROFILE
 29TH STREET MIDTOWN GREENWAY, PHASE II
 STA. 99+88.86 TO STA. 114+00

SHEET 45 OF 118

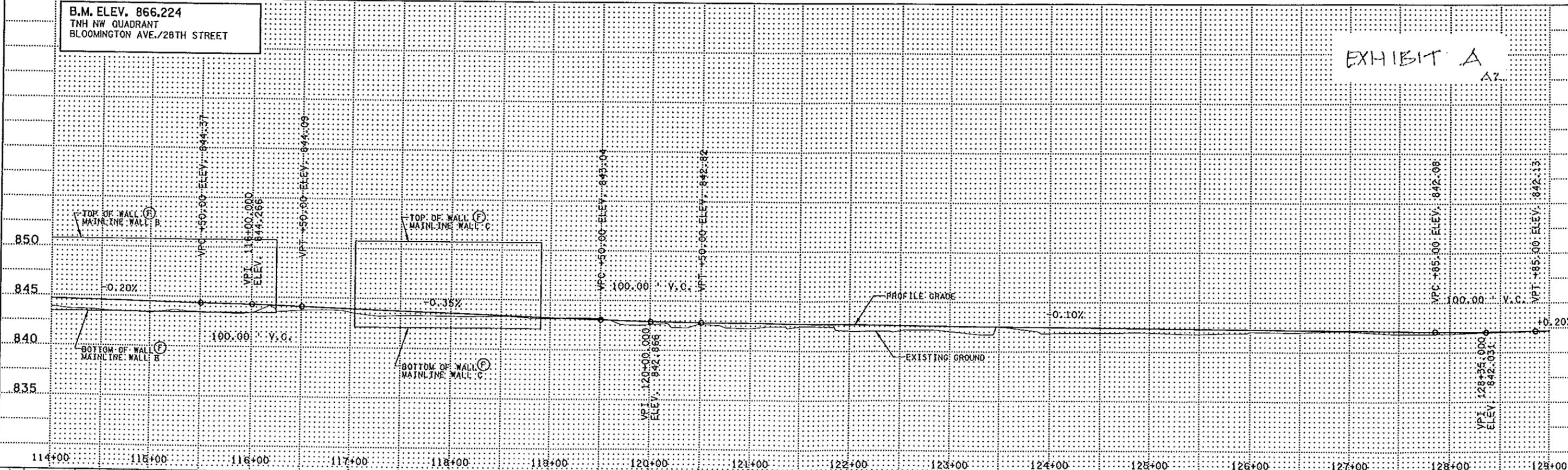


DISPOSE OF EXCESS SUITABLE EXCAVATION AND SUBGRADE EXCAVATION ON THE SOUTH SIDE OF THE CORRIDOR AS DIRECTED BY THE ENGINEER IN THE FIELD. GRADING OF THE EXCESS MATERIAL SHALL ALLOW FOR ADEQUATE DRAINAGE OF THE TRAIL. THIS AREA SHALL BE LIGHTLY TOPPED WITH EXISTING SLOPE DRESSING AND SEEDED ACCORDING TO TURF ESTABLISHMENT TAB.

- NOTES:
- (A) PROTECT SANITARY SEWER DURING CONSTRUCTION (INCIDENTAL).
 - (B) SEE BRIDGE ABUTMENT DRAIN DETAILS/TABULATION FOR ABUTMENT DRAIN TREATMENT.
 - (E) TEMPORARY SHEET PILE OR SHORING (INCIDENTAL).
 - (F) SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
 - (G) SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.
 - (I) INSTALLATION OF SHEET PILE MAY BE LIMITED TO INSTALLATION FROM THE BOTTOM OF THE CORRIDOR AS ACCESS ON THE TOP OF THE CORRIDOR IS LIMITED.
 - (N) CONSTRUCT DRAIN OUTLET SEE MISCELLANEOUS DETAILS PAID FOR UNDER GRATE CASTING SPECIAL B INCLUDES ALL MATERIALS TO CONNECT CASTING TO 4" PVC ABUTMENT DRAIN MANIFOLD, CONCRETE SLABS, AND REBAR.

B.M. ELEV. 866.224
TNH NW QUADRANT
BLOOMINGTON AVE./28TH STREET

EXHIBIT A
A2



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 12/05/2002

NO	DATE	BY	CHK	APPR	REVISION
1	12/05/02	MRT	DJJ	MRT	ADDED TEMPORARY EASEMENT NOTE
NAME: 4129.CPB DATE: Jan. 04, 2002					

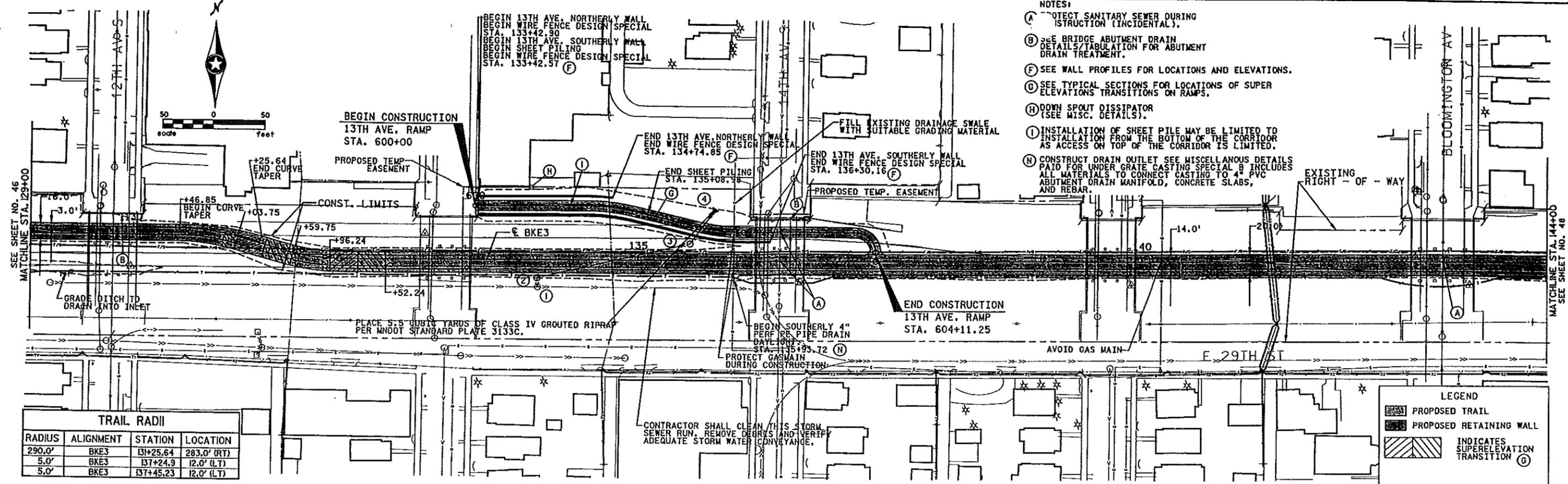
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Print Name: MICHAEL R. TURNER
Michael R. Turner
 Date: 12-06-2002 License #: 40120

STATE PROJECT NO. 141-090-09
 COUNTY PROJECT NO. 0209
 DRAWN BY S. PICKUS DATE 1-02
 DESIGNED BY M. TURNER DATE 1-02
 CHECKED BY D. JULIFF DATE 3-02
 COMM. NO. 0004127



HENNEPIN COUNTY
 CONSTRUCTION PLAN AND PROFILE
 29TH STREET MIDTOWN GREENWAY, PHASE II
 STA. 114+00 TO STA. 129+00

SHEET 46 OF 118



- NOTES:
- (A) PROTECT SANITARY SEWER DURING CONSTRUCTION (INCIDENTAL).
 - (B) SEE BRIDGE ABUTMENT DRAIN DETAILS/TABULATION FOR ABUTMENT DRAIN TREATMENT.
 - (F) SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
 - (D) SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.
 - (H) DOWN SPOUT DISSIPATOR (SEE MISC. DETAILS).
 - (I) INSTALLATION OF SHEET PILE MAY BE LIMITED TO INSTALLATION FROM THE BOTTOM OF THE CORRIDOR AS ACCESS ON TOP OF THE CORRIDOR IS LIMITED.
 - (N) CONSTRUCT DRAIN OUTLET SEE MISCELLANEOUS DETAILS PAID FOR UNDER GRATE CASTING SPECIAL 9 INCLUDES ALL MATERIALS TO CONNECT CASTING TO 4" PVC ABUTMENT DRAIN MANIFOLD, CONCRETE SLABS, AND REBAR.

TRAIL RADII

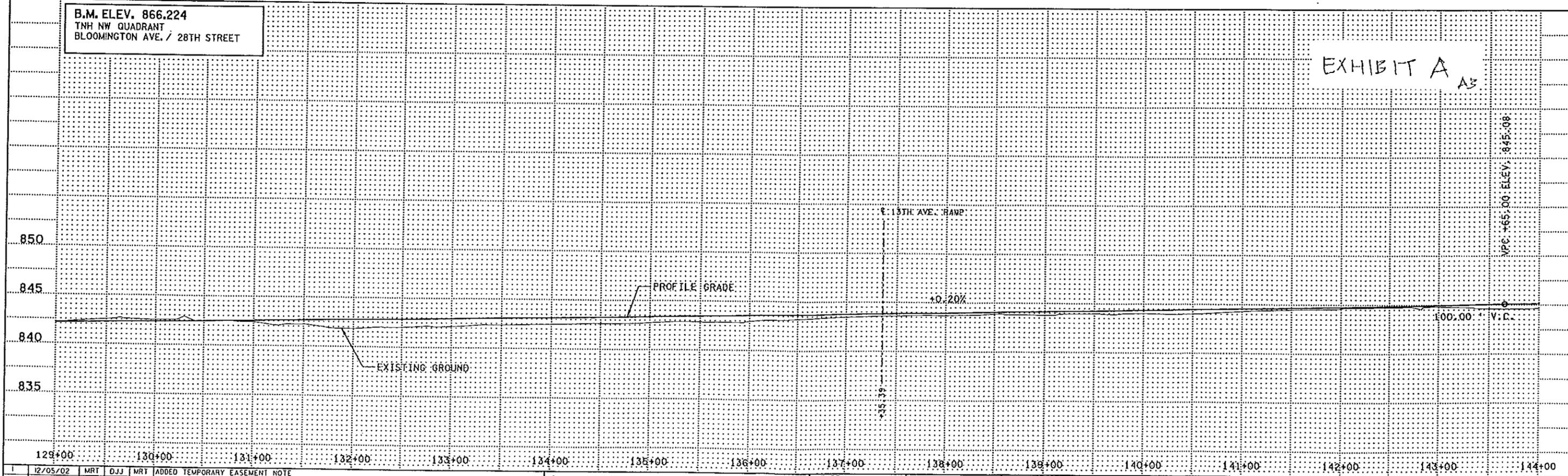
RADIUS	ALIGNMENT	STATION	LOCATION
290.0'	BKE3	131+25.64	283.0' (RT)
5.0'	BKE3	137+24.9	12.0' (LT)
5.0'	BKE3	137+45.23	12.0' (LT)

LEGEND

- PROPOSED TRAIL
- PROPOSED RETAINING WALL
- INDICATES SUPERELEVATION TRANSITION

B.M. ELEV. 866.224
 TNH NW QUADRANT
 BLOOMINGTON AVE. / 28TH STREET

EXHIBIT A A5



NO	DATE	BY	CHKD	APPR	REVISION
1	12/05/02	MRT	DJJ	MRT	ADDED TEMPORARY EASEMENT NOTE

NAME: 4129.CPC DATE: Jan. 04, 2002

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

Print Name: MICHAEL R. TURNER

Michael R. Turner

Date: 12-06-2002 License: 40120

STATE PROJECT NO. 141-090-09 / 141-090-20

COUNTY PROJECT NO. 0209

DRAWN BY S. PICKUS DATE 1-02

DESIGNED BY M. TURNER DATE 1-02

CHECKED BY D. JULIFF DATE 3-02

COMM. NO. 0004127



HENNEPIN COUNTY

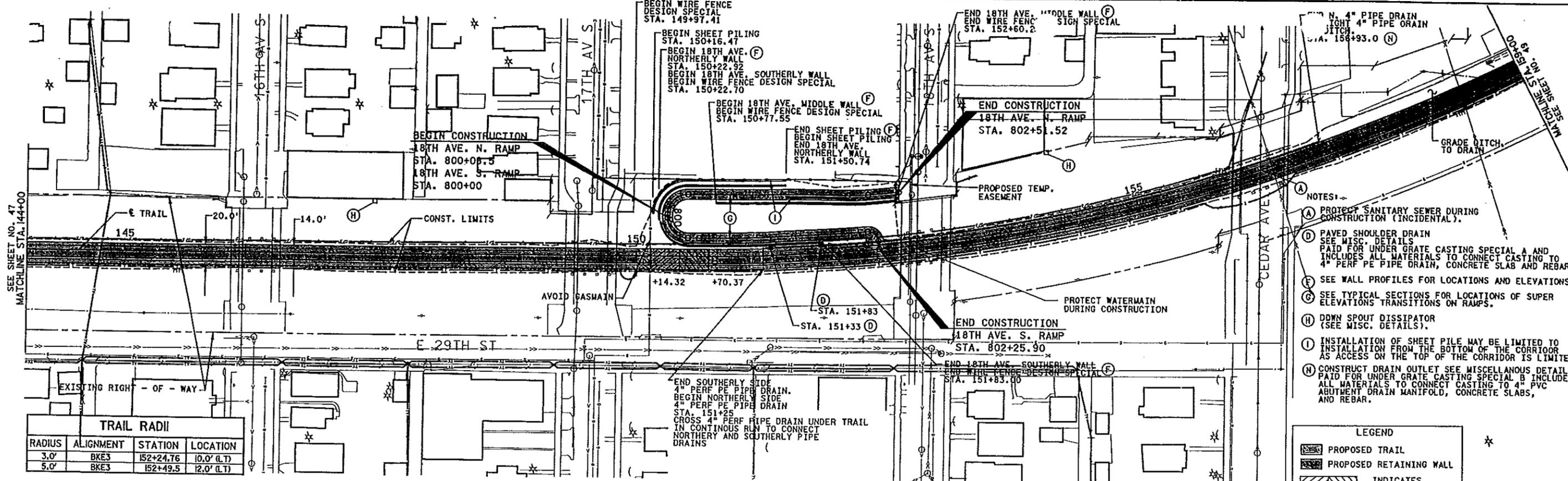
CONSTRUCTION PLAN AND PROFILE

29TH STREET MIDTOWN GREENWAY, PHASE II

STA. 129+00 TO STA. 144+00

SHEET 47 OF 118

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- NOTES:
- (A) PROTECT SANITARY SEWER DURING CONSTRUCTION (INCIDENTAL).
 - (B) PAVED SHOULDER DRAIN SEE MISC. DETAILS PAID FOR UNDER GRATE CASTING SPECIAL A AND INCLUDES ALL MATERIALS TO CONNECT CASTING TO 4" PERF PE PIPE DRAIN, CONCRETE SLAB AND REBAR.
 - (C) SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
 - (D) SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.
 - (E) DOWN SPOUT DISSIPATOR (SEE MISC. DETAILS).
 - (F) INSTALLATION OF SHEET PILE MAY BE LIMITED TO INSTALLATION FROM THE BOTTOM OF THE CORRIDOR AS ACCESS ON THE TOP OF THE CORRIDOR IS LIMITED.
 - (G) CONSTRUCT DRAIN OUTLET SEE MISCELLANEOUS DETAILS PAID FOR UNDER GRATE CASTING SPECIAL B INCLUDES ALL MATERIALS TO CONNECT CASTING TO 4" PVC ABUTMENT DRAIN MANIFOLD, CONCRETE SLABS, AND REBAR.

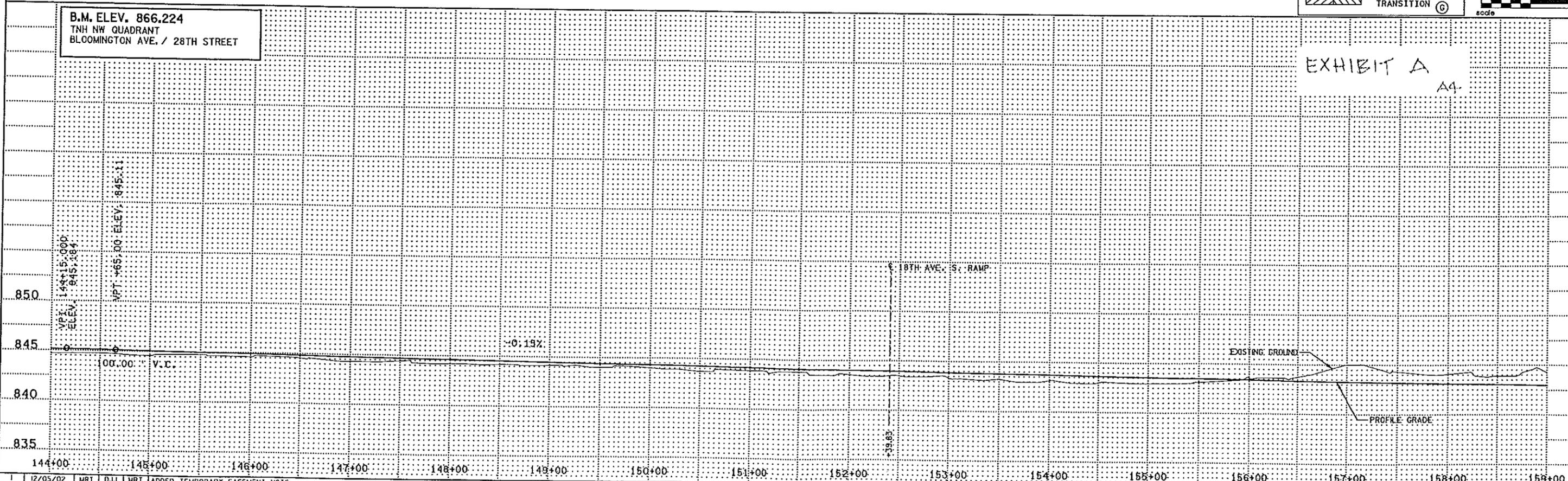
LEGEND

- PROPOSED TRAIL
- PROPOSED RETAINING WALL
- INDICATES SUPERELEVATION TRANSITION (G)

TRAIL RADII			
RADIUS	ALIGNMENT	STATION	LOCATION
3.0'	BKE3	152+24.76	10.0' (L.T)
5.0'	BKE3	152+49.5	12.0' (L.T)

B.M. ELEV. 866.224
 TNH NW QUADRANT
 BLOOMINGTON AVE. / 28TH STREET

EXHIBIT A
 A4



NO.	DATE	BY	CKD	APPR	REVISION
1	12/05/02	MRT	DJJ	MRT	ADDED TEMPORARY EASEMENT NOTE

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Print Name: MICHAEL R. TURNER
Michael R. Turner
 Date: 12-06-2002 License #: 40120

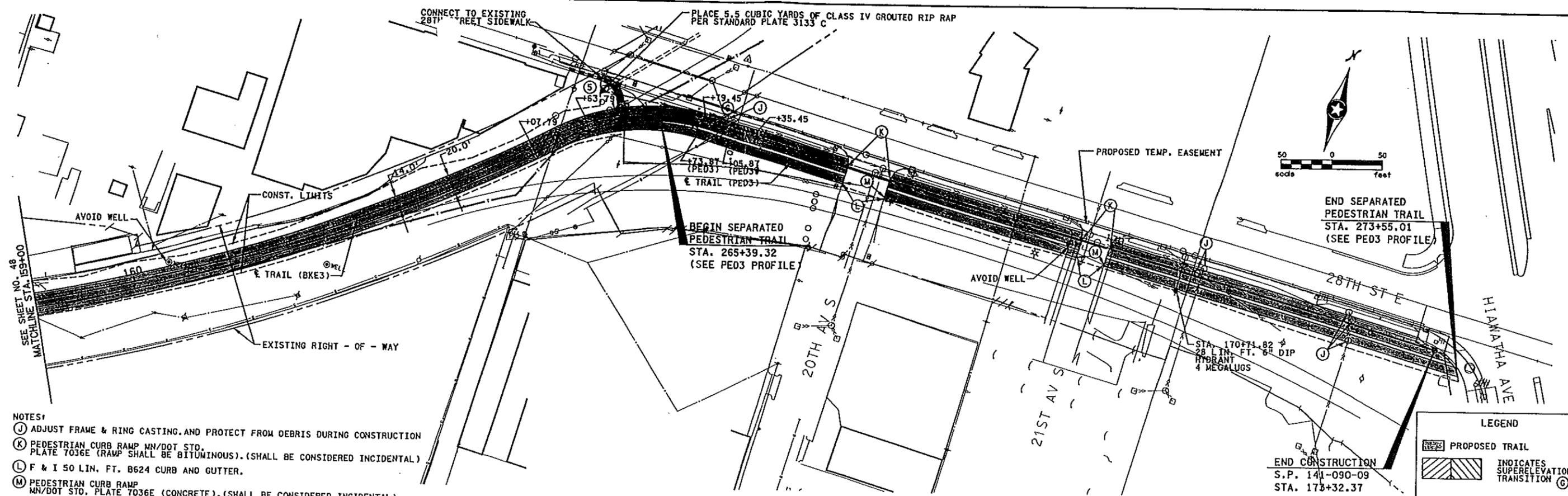
STATE PROJECT NO. 141-090-09 / 141-090-20
 COUNTY PROJECT NO. 0209
 DRAWN BY S. PICKUS DATE 1-02
 DESIGNED BY M. TURNER DATE 1-02
 CHECKED BY D. JULIFF DATE 3-02
 COMM. NO. 0004127



HENNEPIN COUNTY
 CONSTRUCTION PLAN AND PROFILE
 29TH STREET MIDTOWN GREENWAY, PHASE II
 STA. 144+00 TO STA. 159+00

SHEET 48 OF 118

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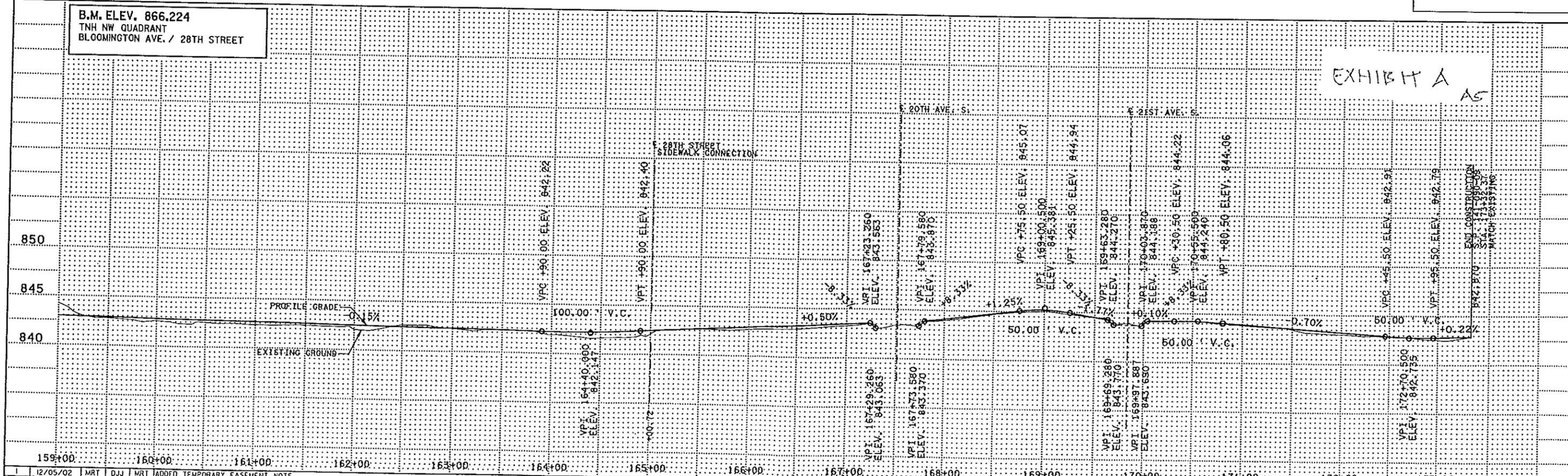
- NOTES:
- (L) ADJUST FRAME & RING CASTING AND PROTECT FROM DEBRIS DURING CONSTRUCTION
 - (K) PEDESTRIAN CURB RAMP MN/DOT STD. PLATE 7036E (RAMP SHALL BE BITUMINOUS). (SHALL BE CONSIDERED INCIDENTAL)
 - (L) F & I 50 LIN. FT. B624 CURB AND GUTTER.
 - (M) PEDESTRIAN CURB RAMP MN/DOT STD. PLATE 7036E (CONCRETE). (SHALL BE CONSIDERED INCIDENTAL)

LEGEND

- PROPOSED TRAIL
- INDICATES SUPERELEVATION TRANSITION

B.M. ELEV. 866.224
 TNH NW QUADRANT
 BLOOMINGTON AVE. / 28TH STREET

EXHIBIT A
 A5



NO	DATE	BY	CHKD	APPR	REVISION
1	12/05/02	MRT	DJJ	MRT	ADDED TEMPORARY EASEMENT NOTE

NAME: 4129.CPE DATE: Jan. 04, 2002

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

Print Name: MICHAEL R. TURNER

Michael R. Turner

Date: 12-06-2002 License #: 40120

STATE PROJECT NO.
 141-090-09
 141-090-20

COUNTY PROJECT NO.
 0209

COMM. NO.
 0004127

DRAWN BY: S. PICKUS DATE: 1-02
 DESIGNED BY: M. TURNER DATE: 1-02
 CHECKED BY: D. JULIFF DATE: 3-02

SRF CONSULTING GROUP, INC.

HENNEPIN COUNTY
 CONSTRUCTION PLAN AND PROFILE
 29TH STREET MIDTOWN GREENWAY, PHASE II
 STA. 159+00 TO STA. 173+32.37

SHEET 49 OF 118

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file 51017

City Agreement No. 018970
County Agreement No. _____
Midtown Greenway Trail Phase 2 & 3

**AGREEMENT FOR COST PARTICIPATION FOR MIDTOWN GREENWAY TRAIL
PHASE 2 & 3**

STATE PROJECT NOS. 141-090-09, 141-090-13, 141-090-20, and 27-090-02

THIS AGREEMENT, made and entered into this 25th day of March 2003 by and among *JC* the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the City of Minneapolis, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

WINESSETH:

WHEREAS, the City and County are preparing to improve the 29th Midtown Street Railroad Corridor for use as a bike trail between 5th Avenue South and Hiawatha Avenue South (Phase 2) and Hiawatha Avenue South and the Mississippi River (Phase 3) under State Project Nos. 141-090-09, 141-090-13, 141-090-20, and 27-090-02, which improvements contemplate construction of a trail, ramp access, retaining walls, signing, lighting, and security systems along the corridor to be described in each phase's project memorandum, hereinafter referred to as the "Project" and,

WHEREAS, the County and the City agree that the Project improvements contemplated herein should be developed jointly by the County and City as defined in the attached Memorandum of Agreement, hereinafter referred to as the "MOU", whose interests include the HCRRA, Hennepin County, and City property and the immediate vicinity; and

WHEREAS, in order to properly serve the City and County as it relates to public affairs and acceptance of the Project by neighborhoods and business, the City and County will maximize community involvement and support for the Project; and

WHEREAS, the County will take the lead in project management for the Project but may not possess the expertise to design and/or engineer the improvements contemplated and therefore will enter into agreements with consultants to perform the necessary work within the desired timeframe; and

WHEREAS, the above described project lies within the corporate limits of the City; and

WHEREAS, the City and County have applied for and received commitments for Federal funding for a portion of the Project construction costs and the State of Minnesota Department of Transportation, herein after referred to as the "State", is the fiscal agent of those Federal funds; and the County and City have expressed their willingness to fund costs incurred by the Project under the aforesaid MOU; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes Section 162.17, Subdivision 1, and Section 471.59.

MPLS. CITY FINANCE DEPT. COPY

November 5, 2002

CONTRACT # 018970

Page 1 of 8

RETURN WITH ORIGINAL SIGNATURES

It is further understood and agreed by the parties hereto that the Federal share of the Federal TE Safety S.P. 141-090-20 and Federal STP Trail S.P.141-090-09 and S.P. 141-090-13 are for Project construction improvements only and that the Federal High Priority S.P. 27-090-02 funds may be used for any Project cost.

It is further understood that the local matching funds shall be provided by the City and County. The MOU states that the County and City will participate financially in 50 percent of all Phase II Project costs that are not covered by Federal funds and that exceed the costs defined in the MOU.

If construction costs exceed the budgeted and programmed funds defined in the MOU, all parties will negotiate a cost sharing arrangement that will be defined in supplemental agreement(s) to the construction bidding contract(s).

5

The Project total revenues and costs are expected to be Seven Million, Six Hundred Eighty-Five Thousand, Six Hundred Seventy-eight and 00/100 Dollars (\$7,685,678.00). The sharing of these estimated costs is defined below and in the MOU.

The City, by executing this Agreement, hereby agrees to fund its share of the costs incurred by Project as defined in the MOU. The City's share of the Project costs is estimated at Seven Hundred Thousand and 00/100 Dollars (\$700,000.00).

The County, by executing this Agreement, hereby agrees to fund its share of the costs incurred by Project as defined in the MOU. The County's share of the Project costs is estimated at Two Million, One Hundred Forty Thousand and 00/100 Dollars (\$2,140,000.00).

The State, as the Federal funding fiscal agent, hereby agrees to transfer the federal funds as defined above. The Federal funds are estimated at Four Million, Seven Hundred Fifty Thousand, Six Hundred Seventy-Eight and 00/100 Dollars (\$4,750,678.00).

The City agrees to continue its actions to obtain the necessary NRP neighborhood funds in the amount of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) as defined in the MOU.

All parties understand and agree that during the duration of the Project there may be reason for any party to request amendment to aforesaid agreements that may result in additional costs in excess of the maximum amounts set forth above. All parties further understand that such needs may subsequently result in an amendment to this Agreement for additional funding for the Project. Project construction changes will be addressed through the State's Supplemental Agreement process with the execution and signatures by the individuals designated in Section 15 below.

6

It is understood by the parties that the County will accept the lead role for the Project (Phase 2 and Phase 3 as defined herein). All correspondence between any of the parties related to this Project shall be carbon copied to all the parties.

9

It is understood by the parties hereto that the County has budgeted for the years 2001 and 2002, One Million, Seven Hundred Eighty-Four Thousand Dollars and 00/100 Dollars (\$1,784,000.00) for its share of the costs to be incurred by the Project under the above-cited agreements. It is further understood and agreed by the parties hereto that the County will provide documentation of County paid expenses to the City and State for the 2001 and 2002 calendar years with supporting documentation of such expenses.

The remaining funds designated by the County and committed to the Project will be paid by the County as the work is completed in the subsequent years of the contract. Similar documentation as provided for year 2002 shall be provided to the City and State for subsequent years as described above.

10

It is anticipated that all work and services required under the terms of the above-cited agreements with consultants and/or contractors will be completed by December 31, 2004.

Unless terminated pursuant to the immediately following paragraph, this Agreement shall be in full force and effect from the date of execution to December 31, 2005 or until the services provided pursuant to this Agreement have been completed, whichever occurs earlier.

All parties may terminate this Agreement with or without cause upon sixty (60) days written notice to the other parties that said Agreement shall cease and terminate at the end of said sixty-day period. Expenses incurred up to the date of termination shall be shared in the same proportions and be subject to the same conditions as those expenses prior to termination.

The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waive 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.

The City's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waive 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.

11

The County and the City shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted in the completion of the work and services herein agreed to.

16

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

17

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

18

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19

To the extent that there are any inconsistencies between the MOU and this agreement, the terms of contained in this agreement shall govern.

ATTACHMENTS:

- Memorandum of Understanding, City of Minneapolis and Hennepin County, dated November 5, 2002

(This space left intentionally blank)

29th STREET MIDTOWN GREENWAY MEMORANDUM OF UNDERSTANDING

Principal Responsibilities

Phase II Trail

Hennepin County

1. Be the responsible party for managing overall Phase II design and construction.
2. Execute agreement with consultant for the design of Phase II.
3. Prepare the Section 106 report necessary for the project.
4. Arrange for consultants to design security system.
5. Arrange for consultant and/or artists to design artistic elements into the project per the Midtown Community Works Partnership efforts.
6. Establish, with City approval, the design standards for Phase II.
7. Confer and gain approval with City staff on major aspects of the Project.
8. Provide full, unmatched funding for the Phase II design, if City is unable to participate, subject to overall funding requirement listed next.
9. Participate financially in 50 percent of all Phase II Project costs, including overruns, not covered by Federal or other funds, exclusive of County's own funding.
10. Select and contract with consultant to provide in-construction services for Phase II. County and City forces will have the right of first refusal to perform these services.
11. Arrange for, or otherwise be responsible for, the entire railroad abandonment process (Phase II).
12. Arrange for, or otherwise be responsible for removal of remaining grain in the CEPRO elevator of the Rahr Malting Company.
13. Demolish and remove the CEPRO elevator, if the county decides to have the facility removed. At a minimum, the metal loading and unloading shed may need to be removed to accommodate the trail.
14. Pay severance and relocation costs, if any, resulting from removal of the CP's railroad tracks and/or the CEPRO elevator.
15. Afford City opportunity to review and approve the construction in progress and respond to City initiated comments.
16. Designate a Project Manager responsible for the overall Project.
17. Coordinate and manage the public participation process.

City of Minneapolis

1. Initiate and make arrangements with Minnesota Department of Transportation (Mn/DOT) to preserve the availability of federal funds obtained by the City for use on the project.
2. Provide timely review and approval of Phase III design standards.
3. Operate and maintain the Phase III Trail, at no cost to the County, or HCRRA.
4. Participate financially in 50 percent of all Project costs, including overruns, not covered by Federal or other funds, exclusive of City's own funding. In no event shall the City's participation exceed that of Hennepin County or Hennepin County Regional Railroad Authority combined.
5. Real estate and right-of-way related costs for Phase III are included in Project costs.
6. Designate a staff person who will be responsible for all City activities including, but not limited to, design reviews, funding approvals, etc.
7. Provide; free of charge, any available mapping information required by the County for preliminary or final design.
8. Administer and coordinate the safety and security elements for the Project. Assist the County and consultant in the design of the security system.
9. Exclusive of right of way to be acquired by the County from CP Rail, the City shall pursue and secure all additional right of way required for Phase III Trail.

Design of Grade-Separated Bridge Crossing over Hiawatha Avenue

Hennepin County

1. Be the responsible party for managing the design efforts.
2. Hire consultant to study alignment options, perform preliminary design and provide initial cost estimates.
3. Coordinate and manage the public participation process.
4. Establish, with City approval, the design standards.
5. Confer and gain approval with City staff on major aspects of the Project.
6. Apply for TEA-21 funds for this project. Local match of TEA-21 application will be determined at a later date.
7. Designate a Project Manager.

City of Minneapolis

1. Provide timely review and approval of alignment and design standards.
2. Designate a staff person who will be responsible for all City activities including, but not limited to, all permits design reviews, funding approvals, etc.
3. Provide; free of charge, any available mapping information required by the County for preliminary or final design.

Schedule Responsibilities

Phase II Trail

- ◆ Final Design – Fall 2001 and Spring 2002
- ◆ SHPO review – Fall 2001 and Spring 2002
- ◆ Cepro Grain Elevator – grain removed in 2001, prepare reuse plan for the Cepro facility by Fall 2001
- ◆ CP Rail Roadway – abandonment and required track removal by Spring 2002
- ◆ Construction – Begin Spring 2003/Summer 2003

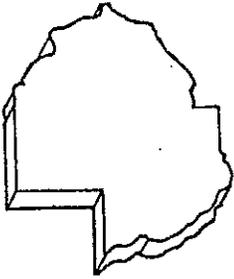
Phase III Trail

- ◆ Preliminary Design – Summer 2002
- ◆ Negotiate with CP Rail – Summer/Fall 2002
- ◆ Final Design – Fall 2002/Winter 2003
- ◆ Construction – Begin Fall 2003/Spring 2004

Design of Grade-Separated Bridge Crossing over Hiawatha Avenue

- ◆ Study alignment options, perform preliminary design and provide initial cost estimates – Summer 2001
- ◆ Submit TEA-21 Application – Summer 2001

**Hopkins to Chaska Trail
Three Rivers Park District**



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

417 North Fifth Street, Suite 320, Minneapolis, MN 55401-1362 (612) 348-9260
FAX: (612) 348-9710

PERMIT

File No. 73-33001B

Permit No. 24-06

Name of Applicant Three Rivers Park District, Permittee, (Address) 3000 Xenium Lane, Plymouth, Minnesota 55441, for installation, use, relocation and maintenance of: A regional trail signage program consisting of directional standards (direction signs), individual trail orientation kiosk, system-wide orientation kiosks, and related appurtenances, more or less as shown on Exhibit A (Permitted Facility), at Permittee's sole cost, over, on or under Hennepin County Regional Railroad Authority (HCRRA) property (the "Permitted Property") described as:

That part of the below described property:

- 1) Hennepin County Regional Railroad Authority's - Hopkins to Victoria right-of-way, said right-of-way being described on HCRRA Property Map No. 1 (C.R. Doc. No. 5404251), and HCRRA Property Map No. 12 (C.R. Doc. No. 5518920);
- 2) Hennepin County Regional Railroad Authority's - Hopkins to Chaska right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 13 through 30 (C.R. Doc. No.'s 189393, 189394, 189395, 189396, 6525334, 6525335, 6525336, 6525337, 6525338, 6525339, 6540289, 6540290, 6540291, 6540292, 6540293, 6540294, 6540295, 6540296);
- 3) Hennepin County Regional Railroad Authority's - Hopkins to Minneapolis right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 2 through 6 (C.R. Doc. No.'s 5496762, 5496763, 5503256, 5503257, 5504276), and HCRRA Property Map No. 40 (C.R. Doc. No. 8350163), and HCRRA Property Maps No. 31 (C.R. Doc. No. 6760097),

which generally conforms to the center portion of the corridor and more or less as shown on Exhibit A.

Exhibit A is attached and incorporated by reference in this Permit.

GENERAL REQUIREMENTS

1. Permittee shall not make changes in the use of this Permit without the permission of HCRRA.

BOARD OF COMMISSIONERS

Peter McLaughlin
Chair

Linda Koblick
Vice Chair

Mark Stenglein
Secretary

Gail Dorfman
Treasurer

Mike Opat

Randy Johnson

Penny Steele

2. Permittee acknowledges and understands that HCRRA at its sole discretion may modify or remove any sign of Permitted Facility placed on the Permitted Property due to future implementation of Light Rail Transit or other transportation improvements, or for any other reason.
3. Permittee is responsible to abide by all local, state or federal ordinances or regulations in the exercise of the rights herein given.
4. Permittee must protect all existing utilities, including fiber optics, waterways and drainage lines.
5. Permittee is responsible for correcting any failures due to settlement, erosion, lack of vegetation growth, rutting, or other problems related to the use of this Permit, at the expense of the Permittee.
6. Permittee shall restore all disturbed areas to original or better condition.
7. Permittee shall not use, employ, store, dispose of, or otherwise release any hazardous substance or pollutants or contaminants on HCRRA property.
8. The cost of this Permit shall be **One and 00/100 Dollars (\$1.00)**.

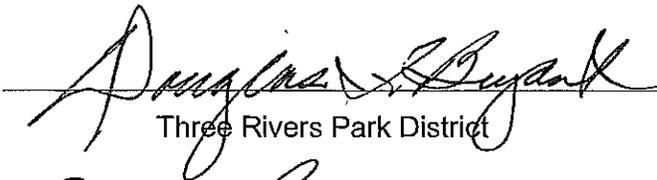
SPECIAL PROVISIONS

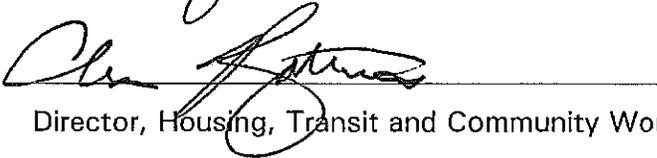
1. Permittee is aware that underground fiber optic communication cables, in addition to other underground utilities, may have been installed on the Permitted Property, it is the Permittee's sole responsibility, at the Permittee's sole expense, to properly locate and protect these and all utilities.
2. At all times during its occupancy of the Permitted Property, Permittee shall be responsible for 100 percent of the expense of maintaining the Permitted Property.
3. Permittee and HCRRA entered into a certain Permit Agreement bearing Agreement No. 73-32001 dated September 1, 1998, as amended with First Amendment to Permit Agreement 73-32001, dated October 3, 2000, on file in the office of HCRRA, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Railroad Authority "Hopkins to Minneapolis Rail Corridor" located in Hennepin County, Minnesota; not withstanding the above and below, other than generally conforming to the center of said Hopkins to Minneapolis Rail Corridor, but not necessarily conforming to the center 16 feet of said Rail Corridor as stated in said Permit Agreement No. 73-32001, Permitted Facility, located more or less as shown on Exhibit A, will conform to and be subject to all other terms, all conditions, rights, and obligations of said Permit Agreement No. 73-32001, especially those pertaining to *Term, Termination, Temporary Nature of Use, Rights Upon Termination, Indemnification, Insurance, Quiet Enjoyment, Environmental Concerns, and Relocation.*

4. Permittee and HCRRA entered into a certain Permit Agreement bearing Agreement No. 73-33001, dated July 14, 1992, on file in the office of HCRRA, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Railroad Authority "Hopkins to Chaska Rail Corridor", located in Hennepin and Carver Counties, Minnesota; notwithstanding the above and below, other than generally conforming to the center of said Hopkins to Chaska Rail Corridor, but not necessarily conforming to the center 16 feet of said Rail Corridor as stated in said Permit Agreement No. 73-33001, Permitted Facility, located more or less as shown on Exhibit A, will conform to and be subject to all other terms, all conditions, rights, and obligations of said Permit Agreement No. 73-33001, especially those pertaining to *Term, Termination, Temporary Nature of Use, Rights Upon Termination, Indemnification, Insurance, Quiet Enjoyment, Environmental Concerns, and Relocation.*
5. Permittee and HCRRA entered into a certain Permit Agreement bearing Agreement No. 73-34001, dated July 14, 1992, on file in the office of HCRRA, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Railroad Authority "Hopkins to Victoria Rail Corridor", located in Hennepin and Carver Counties, Minnesota; notwithstanding the above and below, other than generally conforming to the center of said Hopkins to Victoria Rail Corridor, but not necessarily conforming to the center 16 feet of said Rail Corridor as stated in said Permit Agreement No. 73-34001, Permitted Facility, located more or less as shown on Exhibit A, will conform to and be subject to all other terms, all conditions, rights, and obligations of said Permit Agreement No. 73-34001, especially those pertaining to *Term, Termination, Temporary Nature of Use, Rights Upon Termination, Indemnification, Insurance, Quiet Enjoyment, Environmental Concerns, and Relocation.*
6. Permittee agrees to include the Hennepin County logo on the *Trail Kiosks* with the following accompanying language:

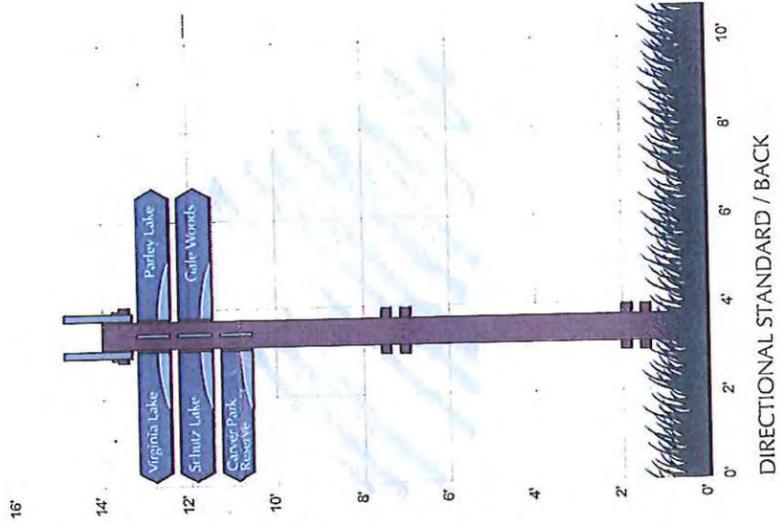
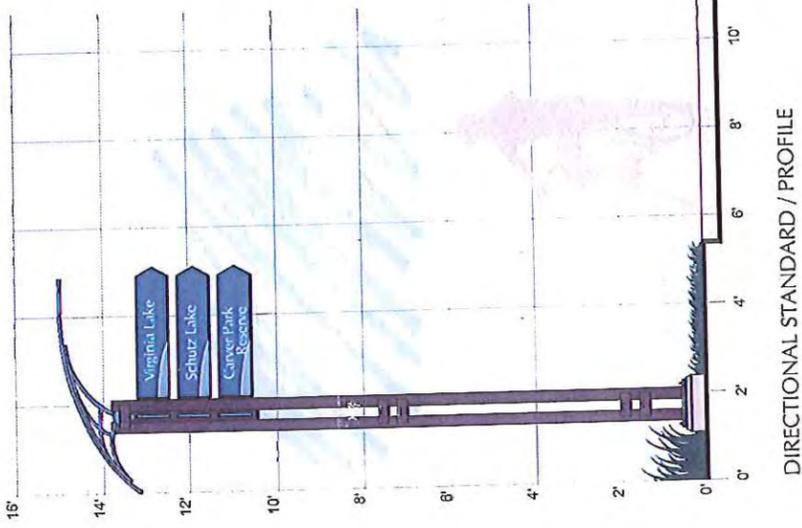
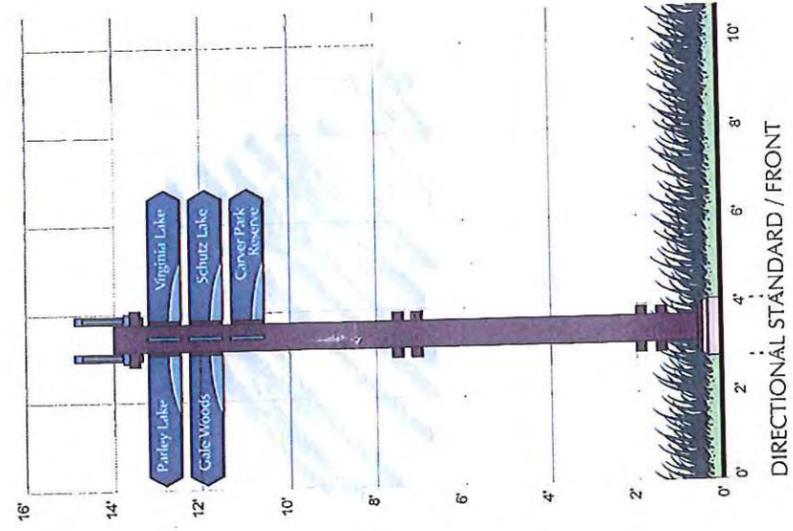
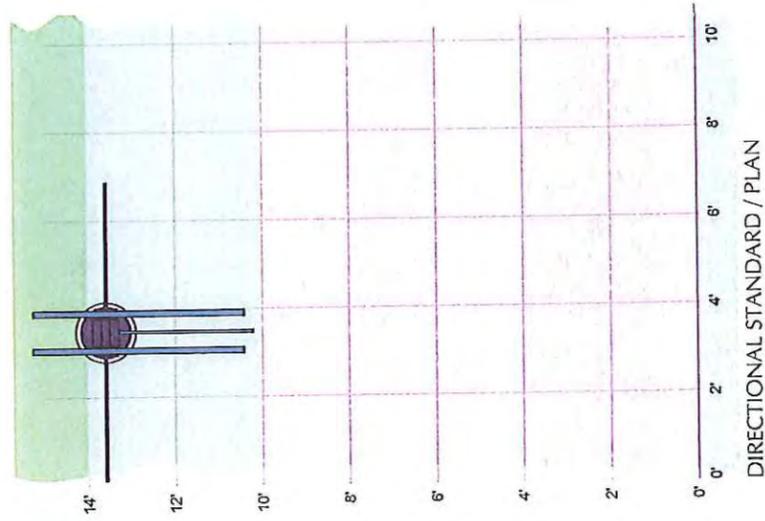
This trail corridor was acquired by the Hennepin County Regional Railroad Authority for future light rail transit use. A cooperative agreement with Three Rivers Park District allows the corridor to be used for interim recreational purposes.

(I, We), the undersigned, herewith accept the terms and conditions of the regulations as laid down by HCRRA and agree to fully comply therewith to the satisfaction of the HCRRA.

Permittee  Date 8-30-06
Three Rivers Park District

HCRRA  Date 6/15/06
Director, Housing, Transit and Community Works

DIRECTIONAL STANDARD (DS)

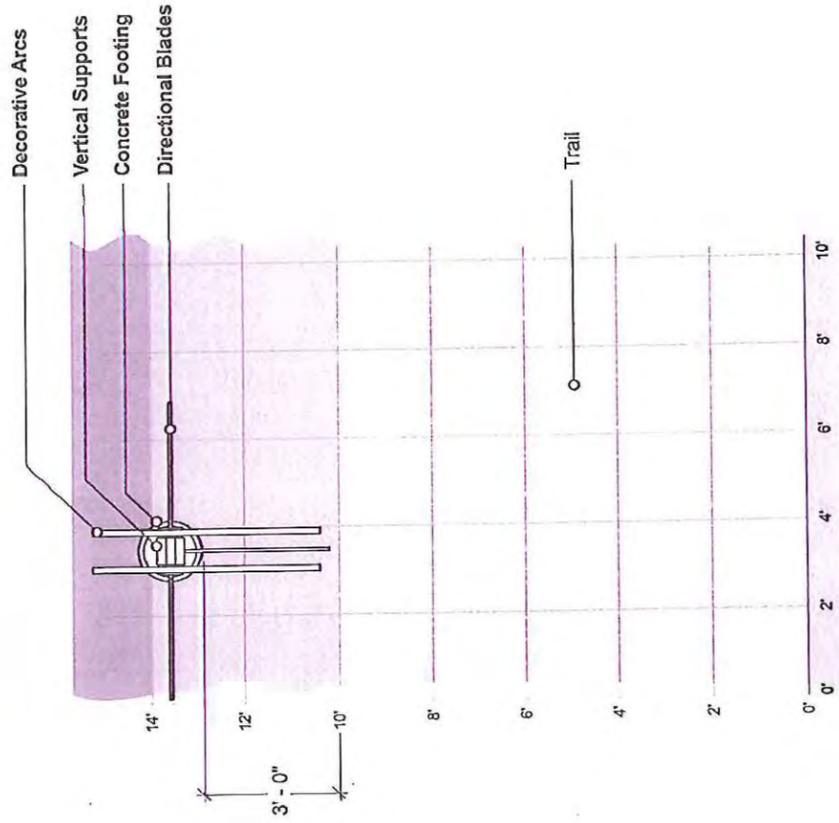


Carver Park Reserve

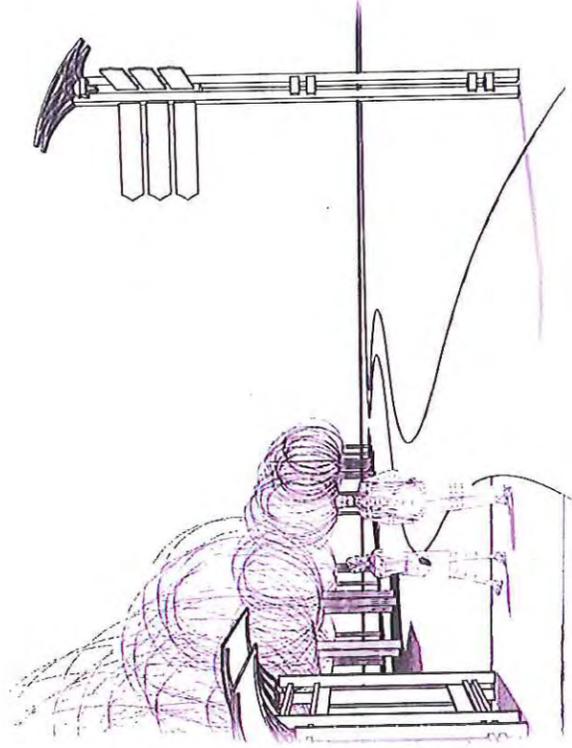
DIRECTIONAL STANDARD / BLADES



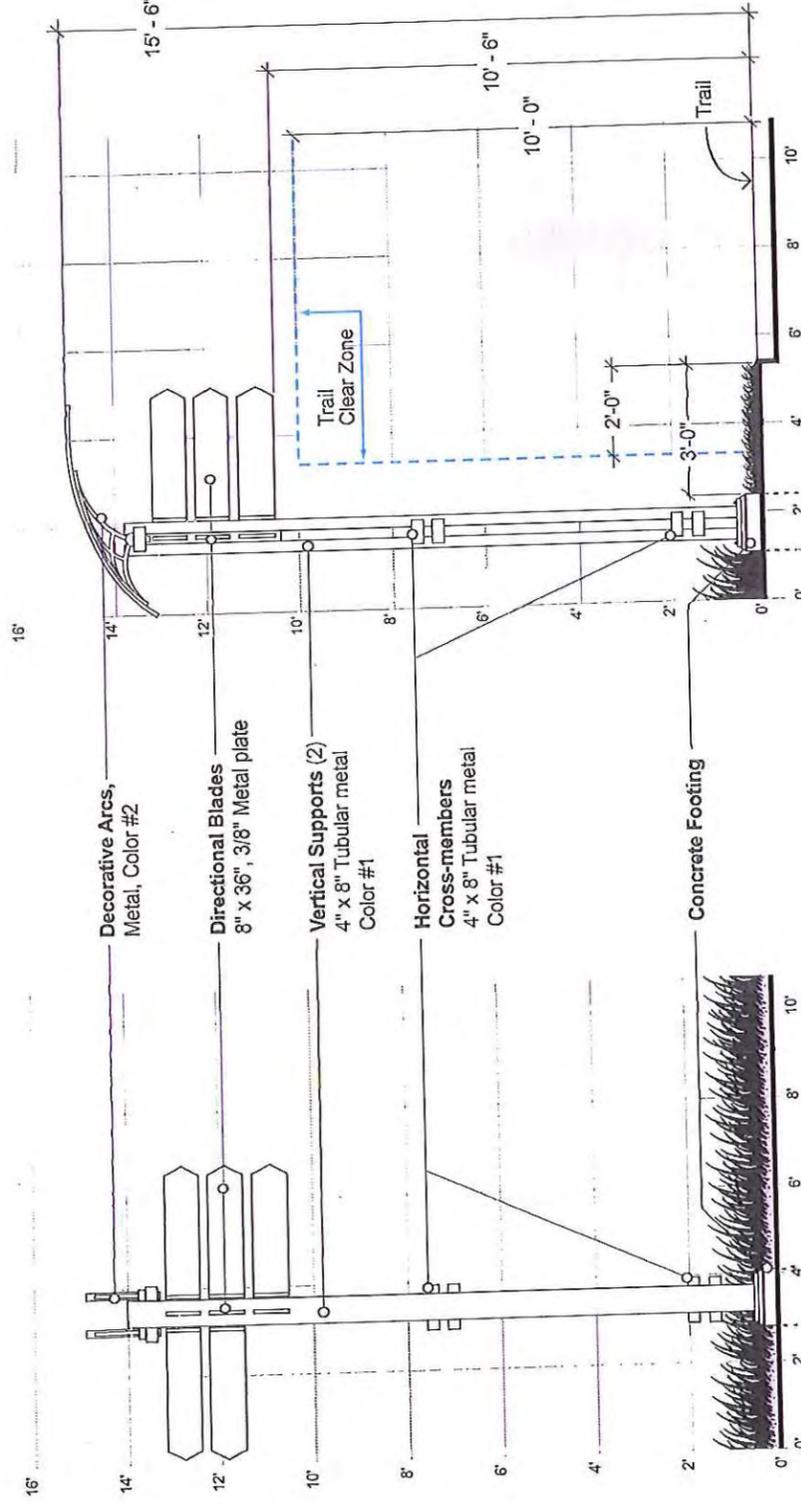
DIRECTIONAL STANDARD (DS)



DIRECTIONAL STANDARD / PLAN

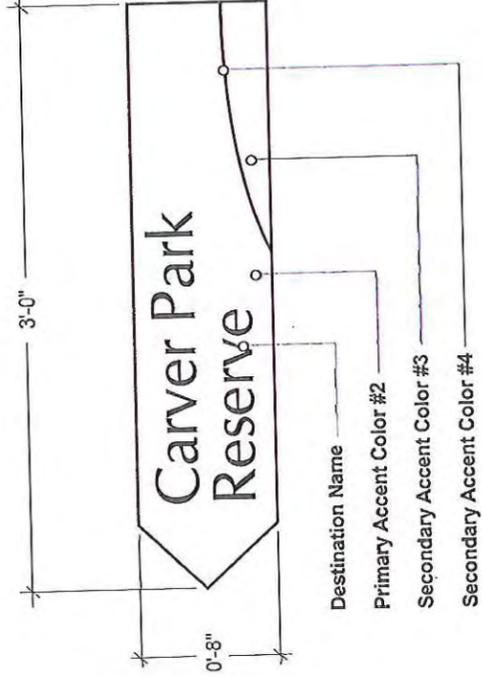
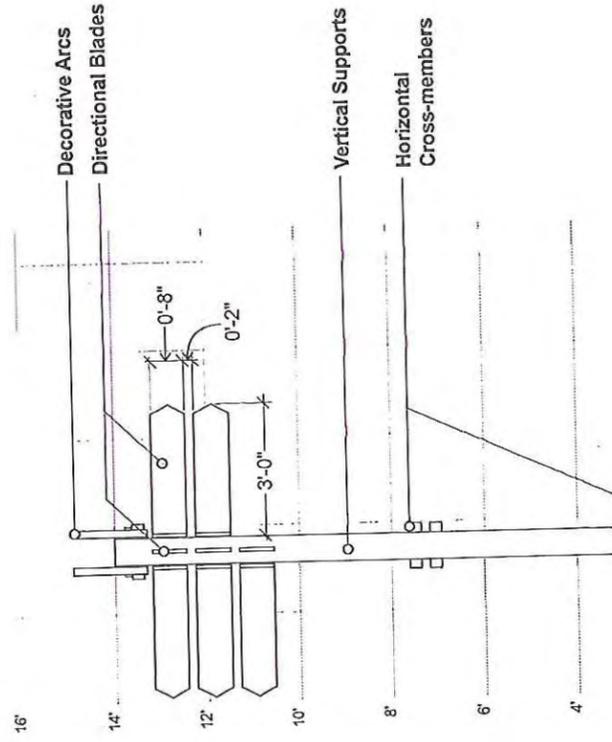


DIRECTIONAL STANDARD / PERSPECTIVE

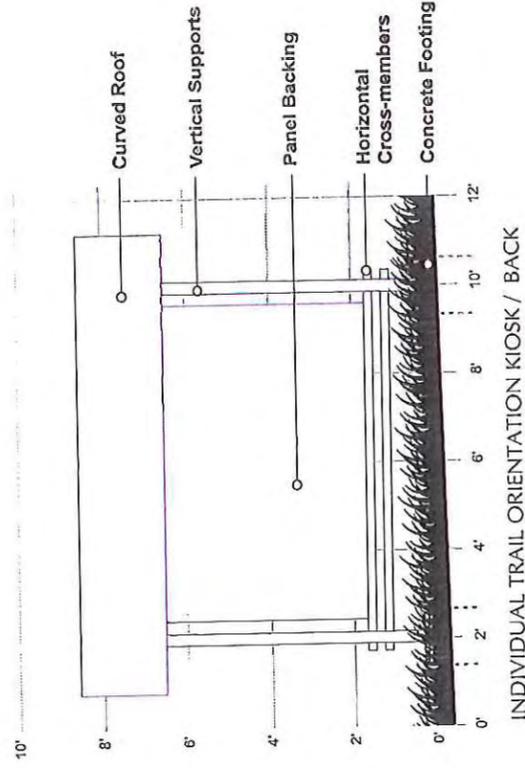
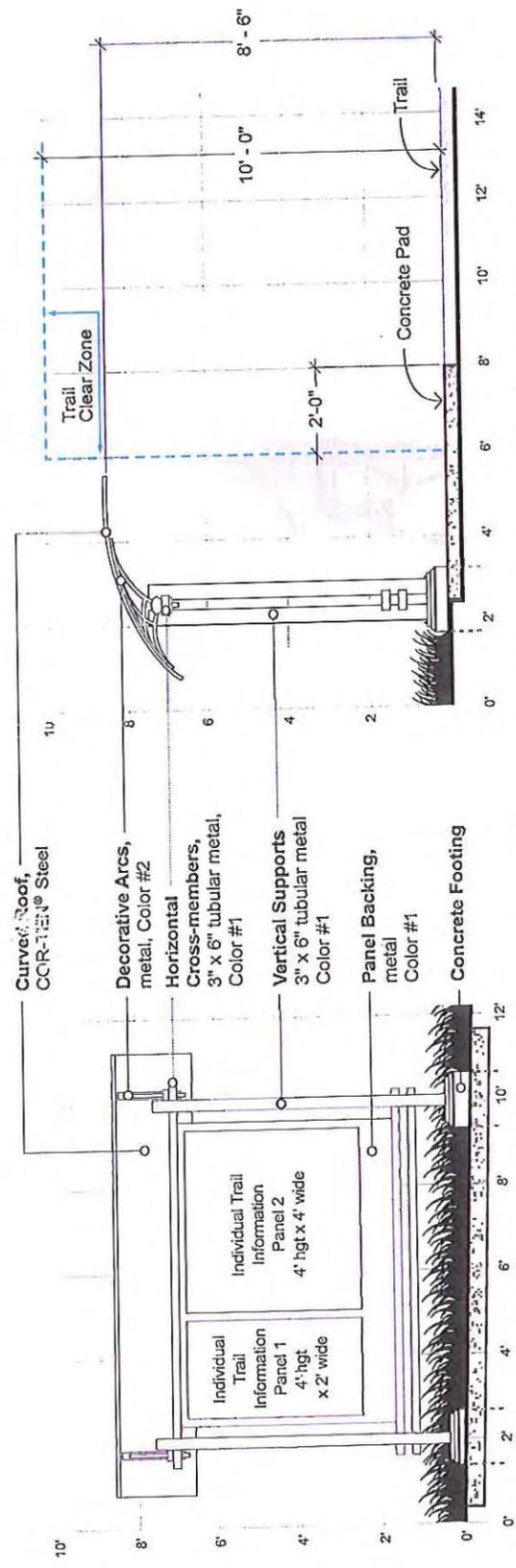
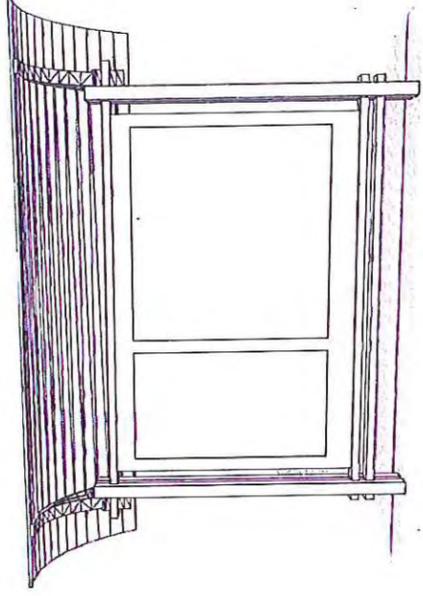
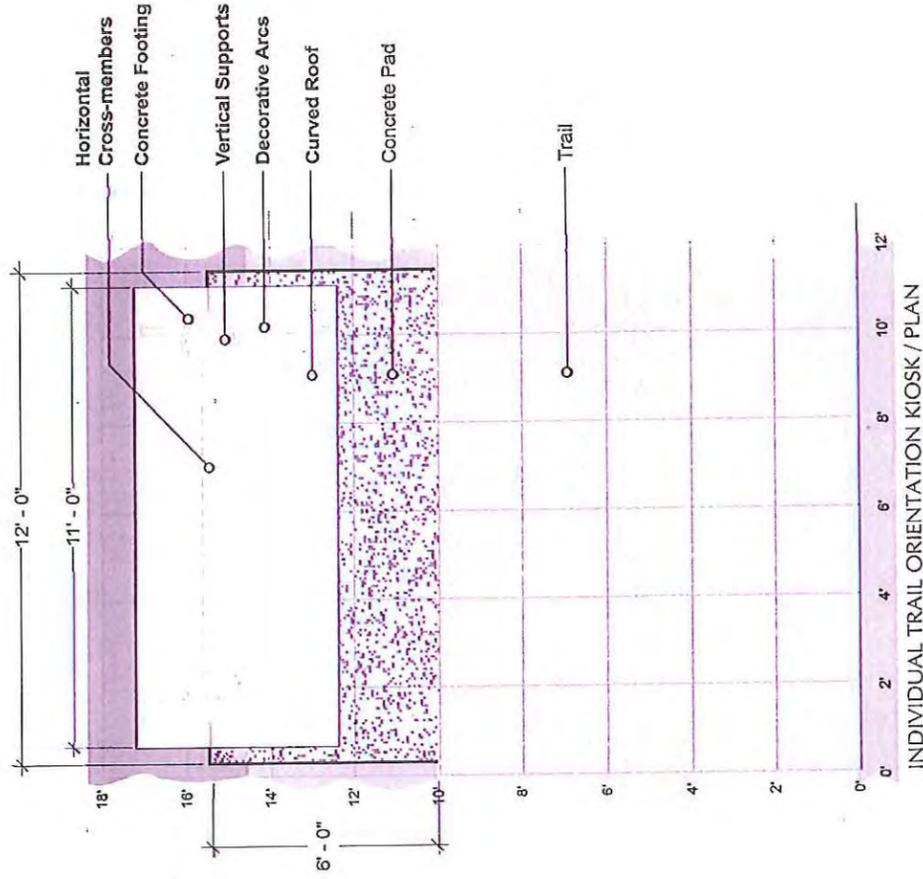


DIRECTIONAL STANDARD / FRONT

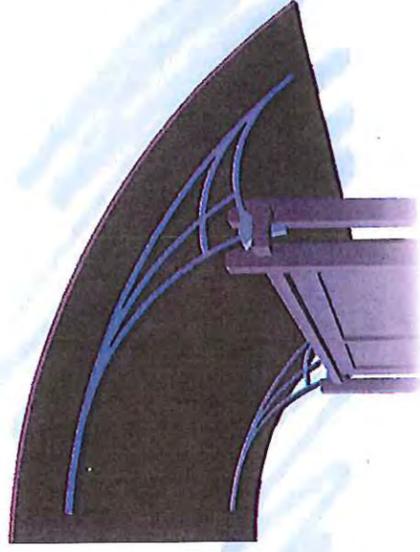
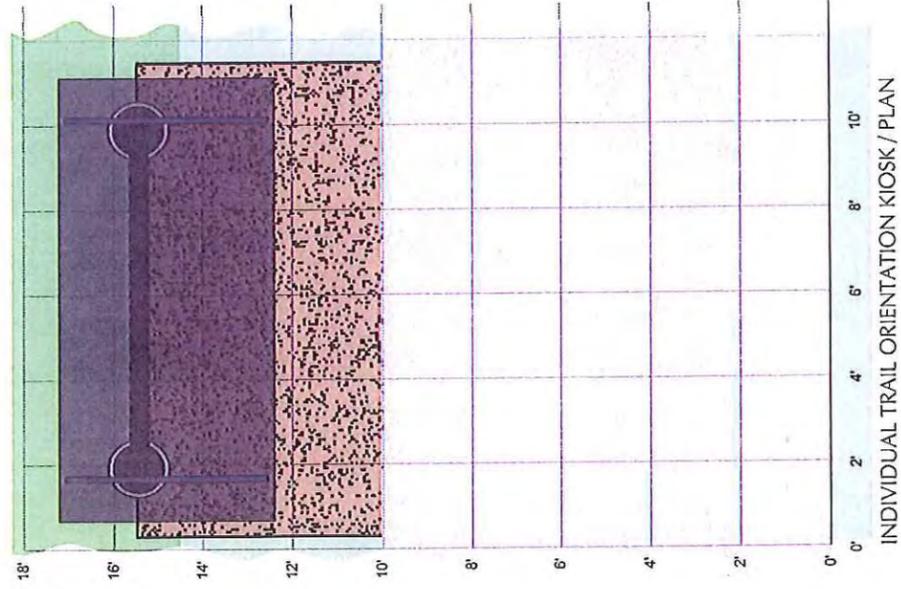
DIRECTIONAL STANDARD / PROFILE



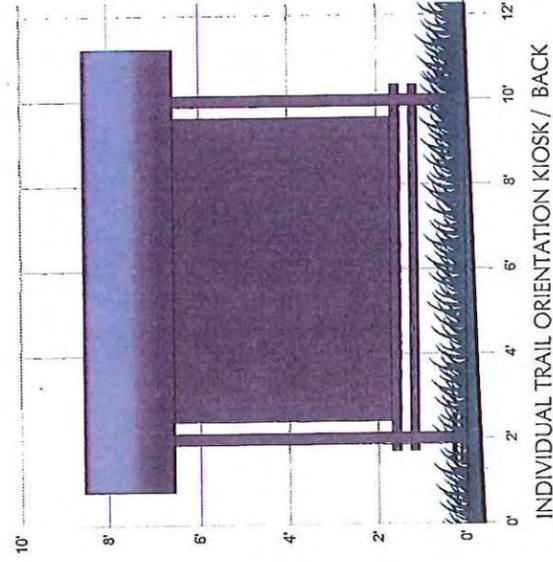
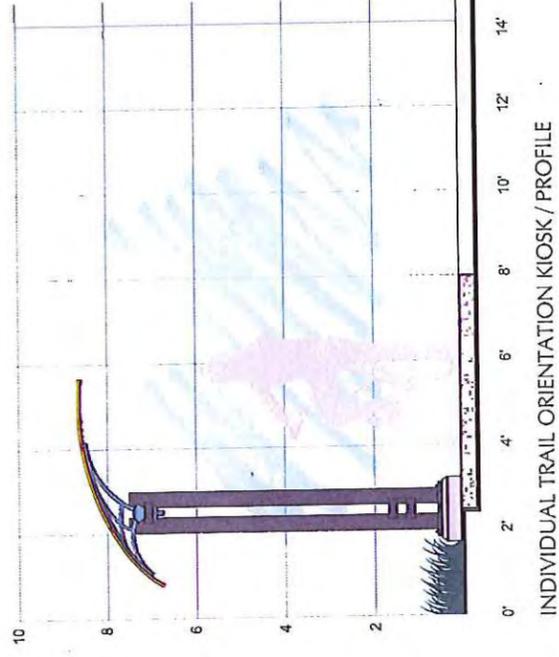
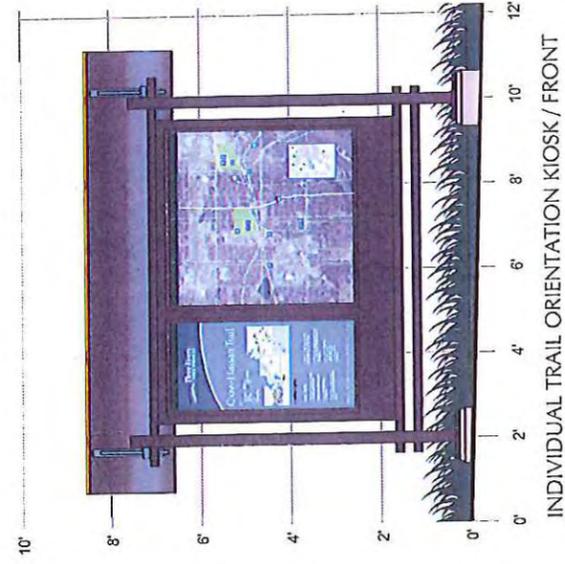
INDIVIDUAL TRAIL ORIENTATION KIOSK (IT)



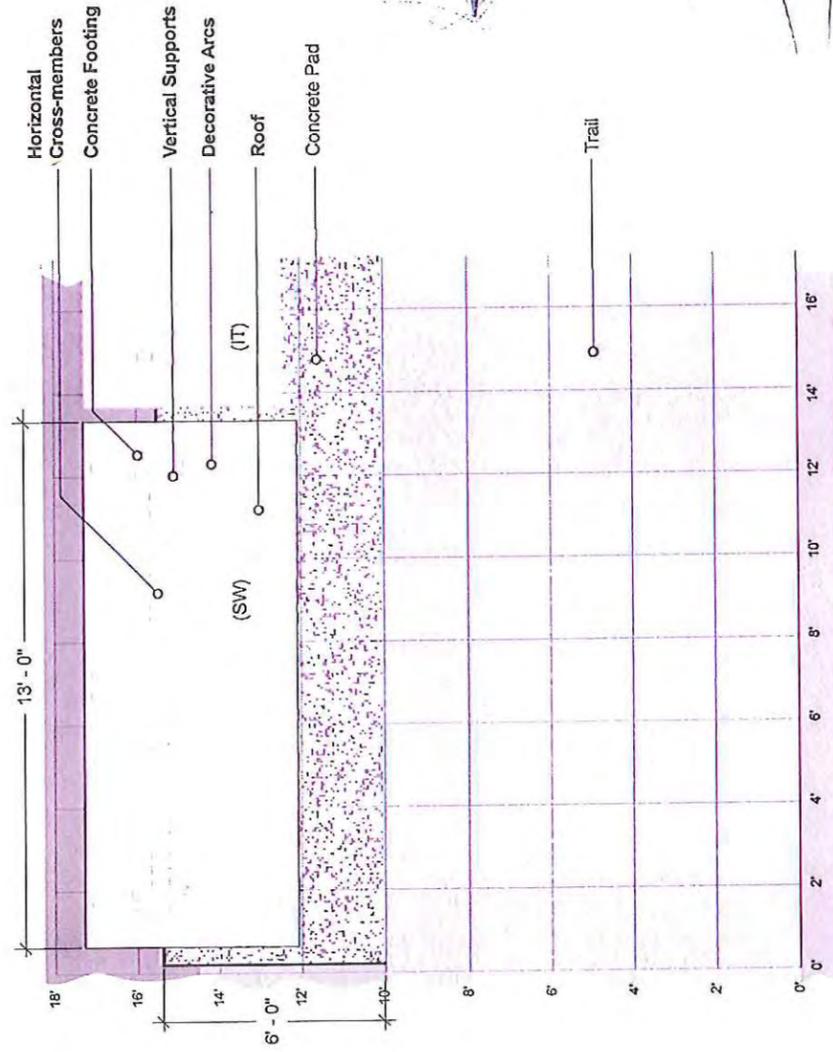
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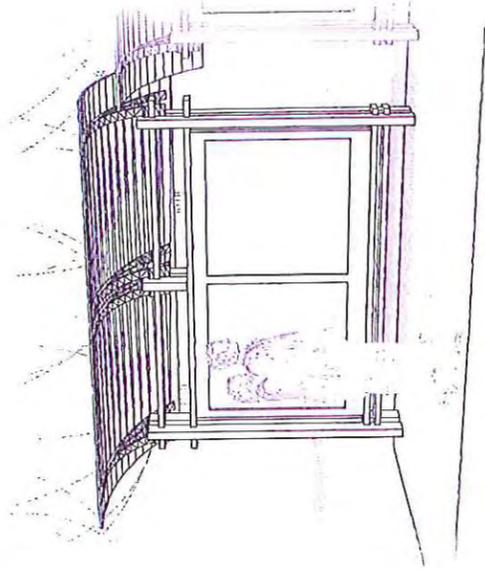
INDIVIDUAL TRAIL ORIENTATION KIOSK / ROOF SUPPORT DETAIL



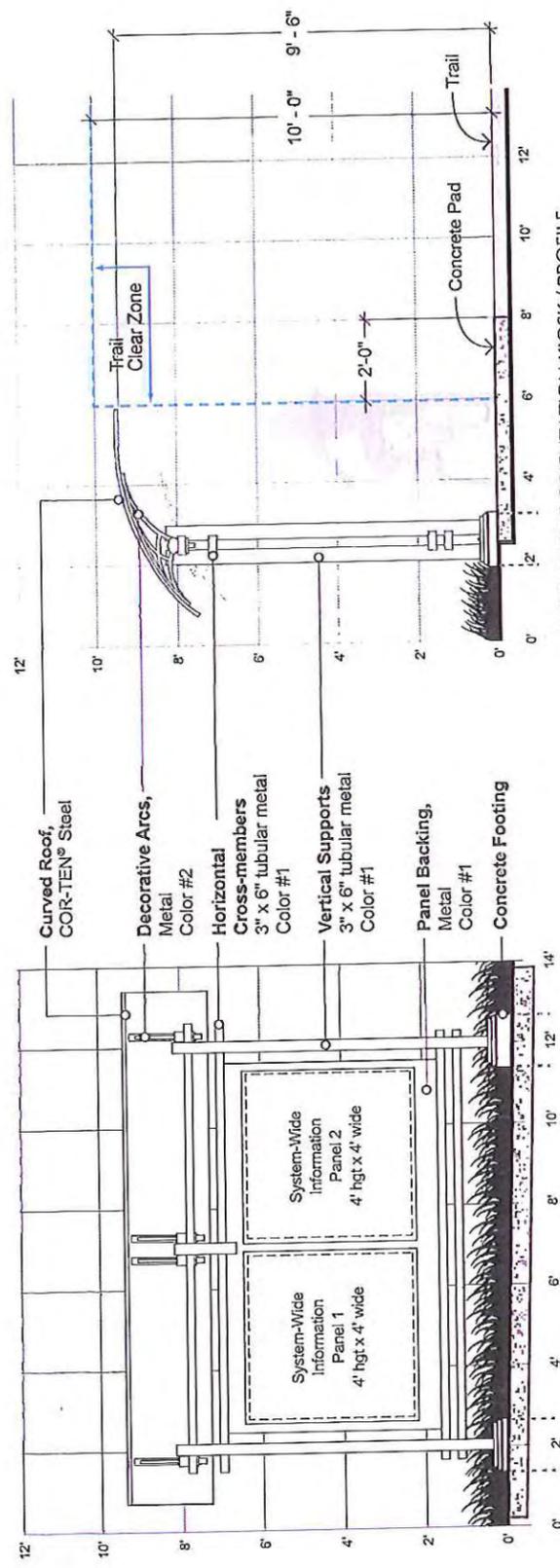
SYSTEM-WIDE ORIENTATION KIOSK (SW)



SYSTEM-WIDE ORIENTATION KIOSK / PLAN

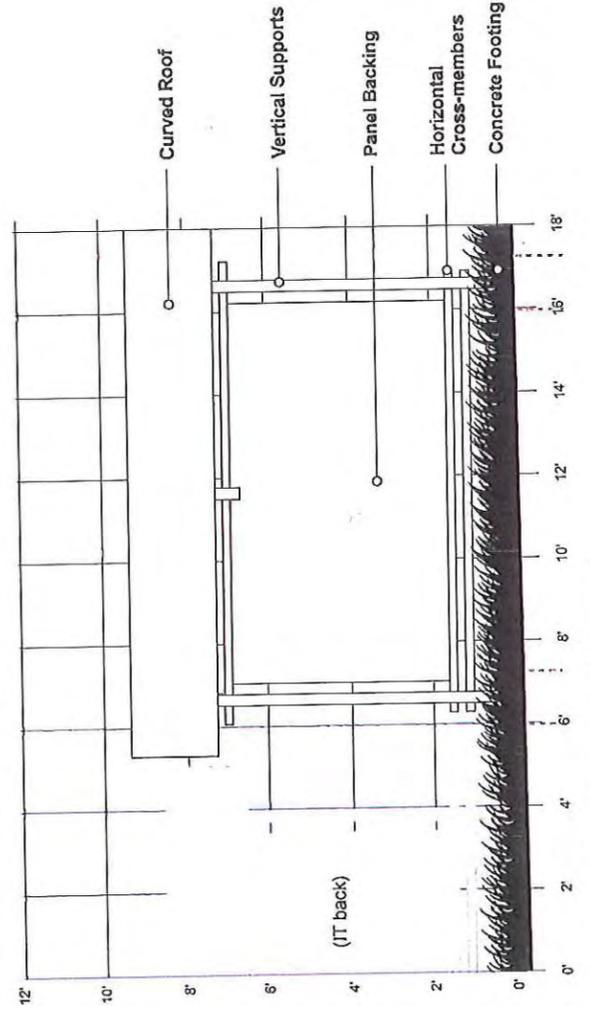


SYSTEM-WIDE ORIENTATION KIOSK / PERSPECTIVE



SYSTEM-WIDE ORIENTATION KIOSK / PROFILE

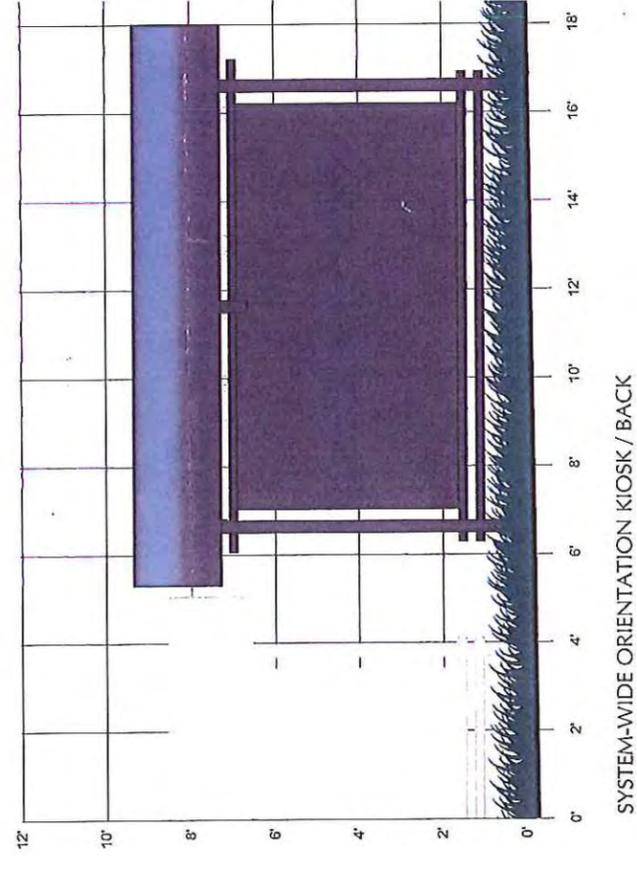
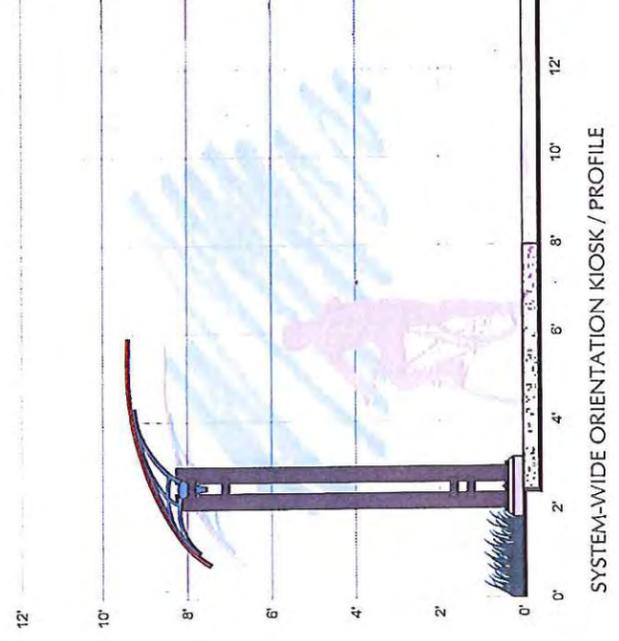
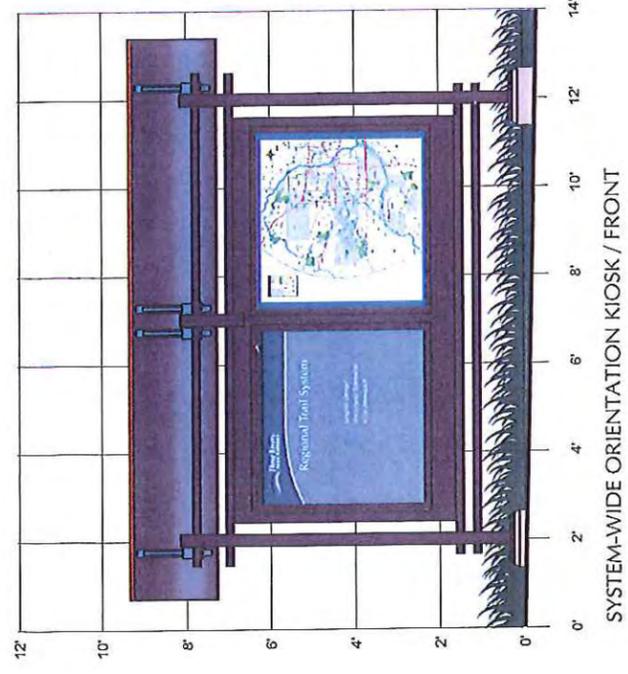
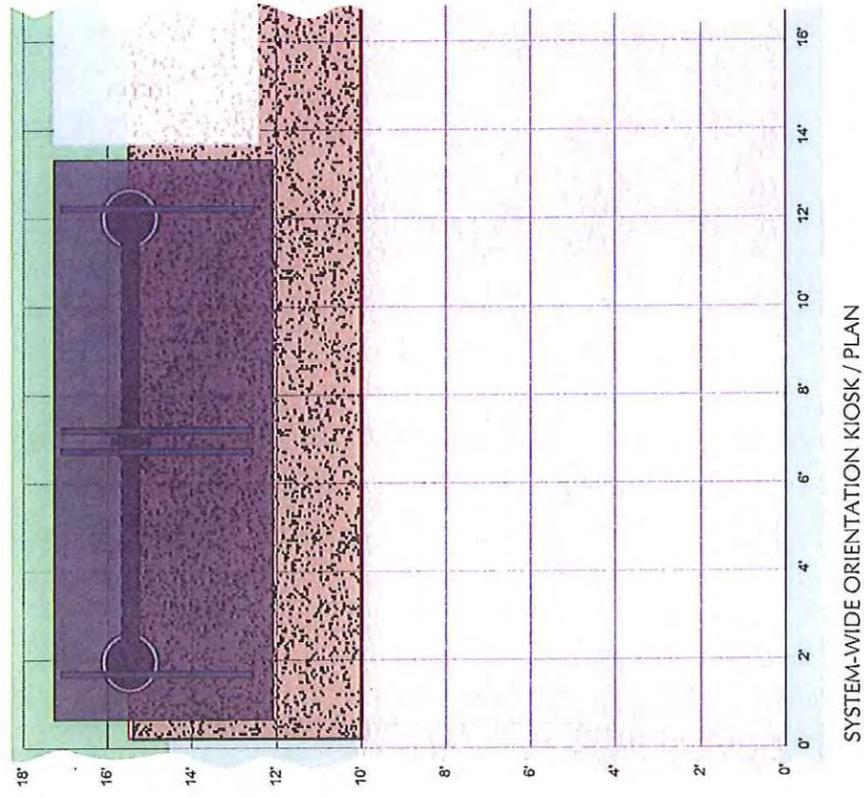
SYSTEM-WIDE ORIENTATION KIOSK / FRONT



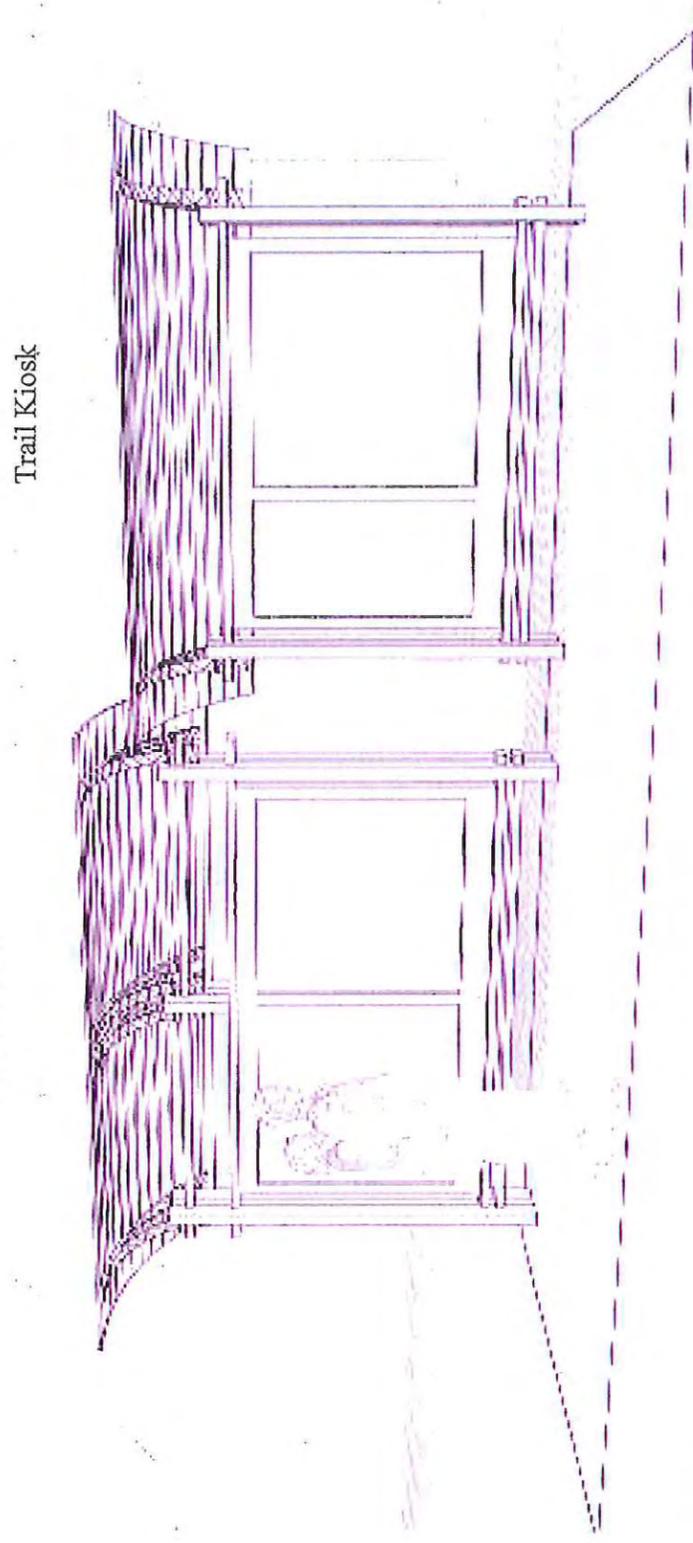
SYSTEM-WIDE ORIENTATION KIOSK / BACK

SYSTEM-WIDE ORIENTATION KIOSK (SW)

ILLUSTRATION



System Kiosk



APPROACH 4

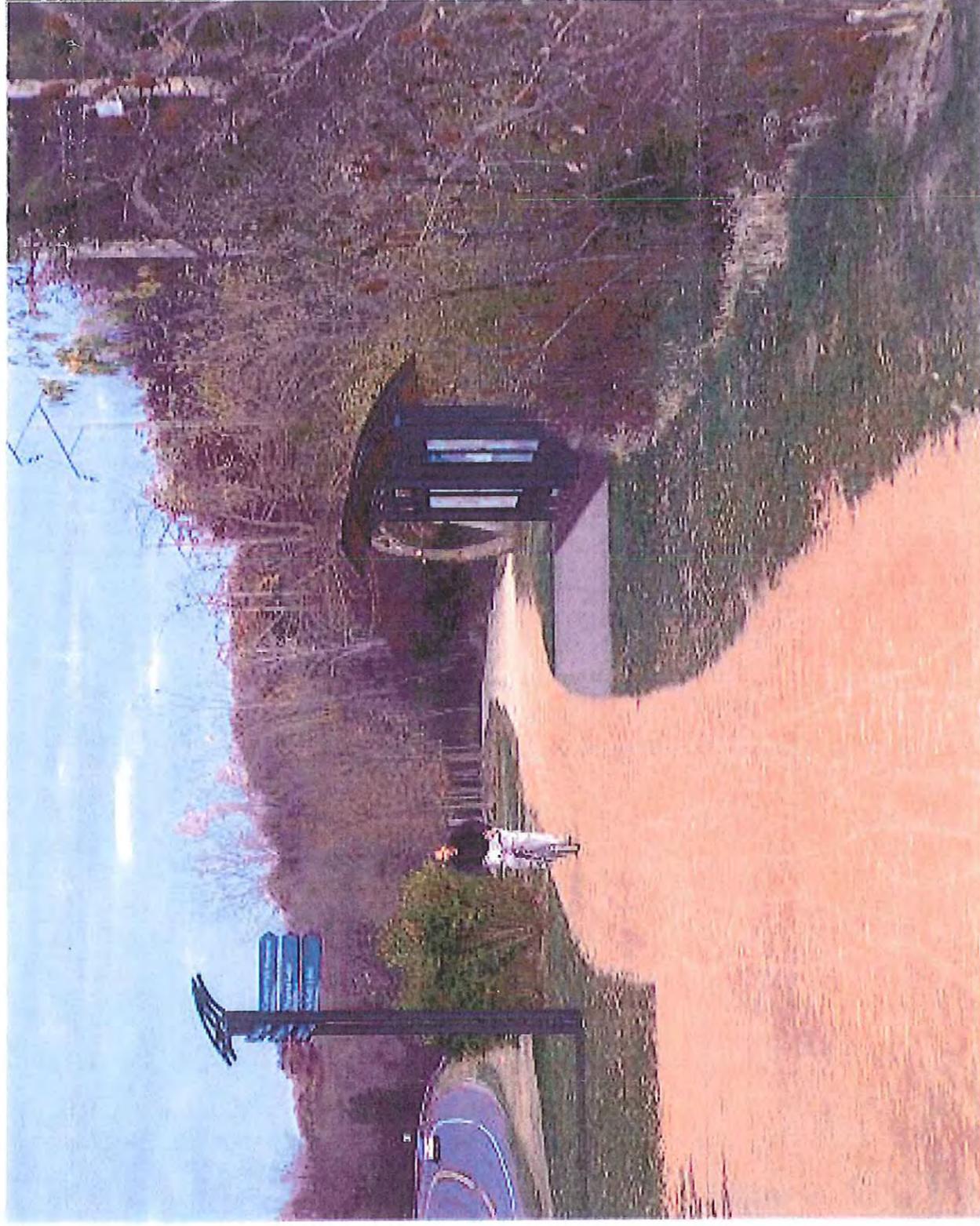
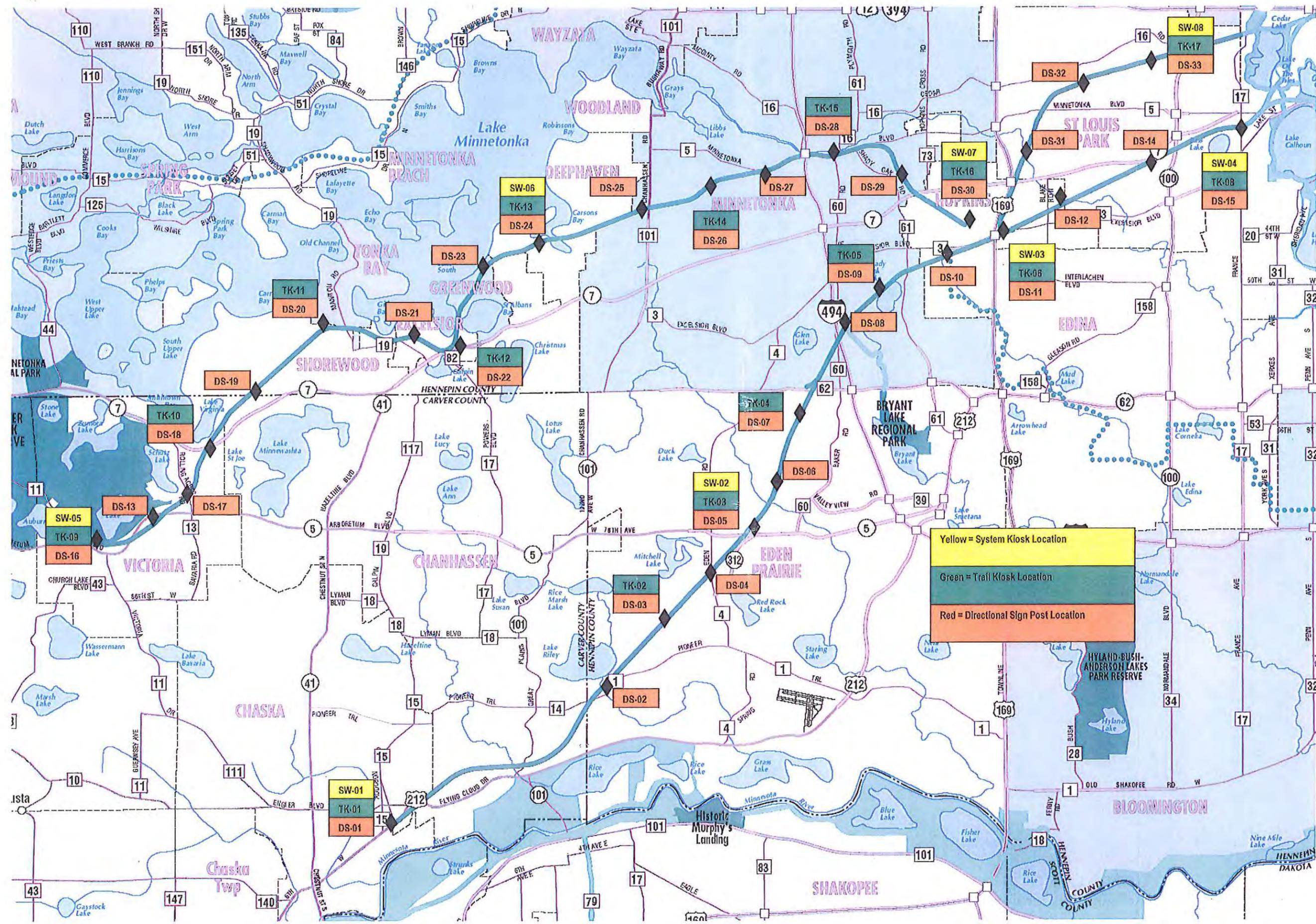


IMAGE 0111



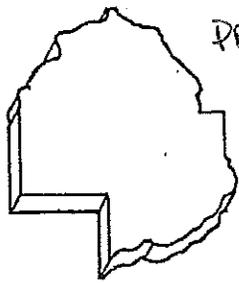
Site	System K#	Trail K#	Direction S#	GPS	UTM	Location	Description	Site Category	Special Notes
1	1	1	1	15T0456391	4962406	Bluff Creek Drive trailhead parking lot	At end of parking lot where old kiosk is located.	1.5 feet of fill needed to level with trail	Staff to rip out old kiosk and move benches.
2	-	-	2	15T0459500	4964597	Riley Lk Rd	20 feet west of road on south side of trail.	Flat	Will need to move No motor V sign. Directional post needs careful placement due to bunted cable in area.
3	-	2	3	15T0460431	4965579	Dell Rd	12 feet east of road. Kiosk on south side of trail (Center on "no motor" sign). Directional across from kiosk.	Flat	Detour blade needed. No blades pointing SW until Hwy 212 construction is completed.
4	-	-	4	15T0461682	4966898	Eden Prairie Rd	East side of road. 25 feet east of sidewalk. South side of trail.	Flat	
5	2	3	5	15T0462587	4967769	Venture Lane	Place kiosks on south side of trail. System Kiosk starts 65 feet south of Venture Ln (aligned with third small tree behind). Directional on north side of trail 75 feet from edge of road.	Flat	
6	-	-	6	15T0463139	4968604	Valleyview Rd bridge	Place in Y between local trail connection east of Valleyview. 15 feet from end of Y and centered in Y.	Flat	
7	-	4	7	15T0463724	4970356	Edenvale Blvd	East of Edenvale. Kiosk on north side of trail 35 feet in from road edge. 1 foot fill needed for kiosk. Directional sign across from kiosk - also 35 feet from road. Flat for that.	1 foot fill needed	
8	-	-	8	15T0464852	4972472	Roland Road	East side of road. 20 feet east of curb on north side of trail	Flat	Need directional blade pointing south saying "Bryant Lake Park" Also need small directional signs along Roland, at turn into small parking lot @ Clearwater, and at Y in trail 200 yards past turn (replace Hennepin Parks sign at that location)
9	-	5	9	15T0465595	4973217	Dominick Rd	East of Dominick Rd. North side of trail 85' east from road. Directional and kiosk on same side with DS closest to road.	2 to 3 foot fill needed	
10	-	-	10	15T0467275	4974086	11th Ave crossing in Hopkins	South side of trail. 15' east of sidewalk.	Flat	verify ROW
11	3	6	11	na	na	Hopkins Depot	Nate has exact location.	Flat	Part of Depot remodel
12	-	-	12	15T0469932	4975229	Blake Road	East of Blake Road but west of Minnehaha Creek by existing park benches. 10 feet west of existing park benches on south side.	Flat	
14	-	-	14	15T0471947	4976183	Wooddale	East of Wooddale. South side of trail. 15 feet east start of trail edge.	Flat	
15	4	8	15	15T0474027	4976957	France Ave spur trail/Mpls border	South side of trail. Start where trail pavement changes. System K, then Trail K, the Directional sign in a row moving west.	Flat	Mpls border
16	5	9	16	15T0447768	4967679	DT Victoria by THRP Amphitheater	25 feet west of sidewalk/path coming down from main street. Locate kiosks on north side, with System K farthest east. Directional sign on south side across from trail kiosk.	Flat, with slight rise at back of about 1 foot.	Check status of new local trail behind Kiosk location.
13	-	-	13	15T0448808	4968500	Old kiosk site west of Park Rd	10 feet west of park trail access on north side of trail.	Flat	Leave old kiosk for time being, may eventually replace with Park trail kiosk. Staff to remove Buckthorn bush next to Directional sign location. Original Site 13 was wrongly placed on map, that is why this is out of geographic order along the trail.
17	-	-	17	15T0449513	4968975	Rolling Acres Rd	East of road, 10 feet east of spur trail. South side of trail	1' drop	
18	-	10	18	15T0450207	4970051	East side of Hwy 7	Start trail kiosk even with blacktop. Locate kiosk posts on south edge of spur trail that runs to Hwy 7, with concrete pad going 8 feet into spur trail. Directional on north side of regular trail, which has a 1 foot drop.	1' drop for DS	Staff will need to stake this one carefully and will need to do make sure spur trail works with concrete pad of sign. Want to direct people to use tunnel, not Hwy crossing.
19	-	-	19	15T0451037	4971076	West 62nd St	20 feet west of road on north side of trail	Flat	
20	-	11	20	15T0452215	4972102	Eureka Rd/Smithtown	90 feet west of intersection on north side of trail (kiosk), Direction on south side.	3 feet fill needed for Kiosk; 1 foot drop for DS.	
21	-	-	21	15T0455040	4972294	Water Street in DT Excelsior	West of Water St at end of paved portion of trail. Start at pavement end on south side.	Flat	Have a blade point to DT Excelsior.
22	-	12	22	15T0455807	4972294	Excelsior Blvd	50 feet west of Excelsior on north side of trail (kiosk). Directional should be on same side but 5 feet closer to road.	1 foot fill for kiosk, flat for DS.	
23	-	-	23	15T0456541	4973962	Linwood Circle in Greenwood	West of Linwood there is a lake overlook. Directional sign should be centered across from overlook on south side of trail.	4 foot drop - need sign extension.	
24	6	13	24	15T0457711	4974478	Minnetonka Blvd	Locate at old kiosk site on north side of trail. System kiosk should be furthest east. Directional sign should be across from trail kiosk.	Flat	Staff needs to rip out old kiosk - move benches across trail on each side of new directional sign.
25	-	-	25	15T0460280	4975266	Hwy 101	West side of 1010, center in V created by 101 spur trail and LRT trail - 5 feet in from V point.	Flat	
26	-	14	26	15T0461892	4975892	Tonkawood Rd	140 feet west of Tonkawood Rd, kiosk on north side, directional on south side.	1.5 feet fill needed for Kiosk.	
27	-	-	27	15T0463131	4976122	Williston Rd	40 feet west of Williston Road edge on south side of trail	Flat	Blade pointing north to Mitka City Hall and services.
28	-	15	28	NA	NA	Shady Oak Rd/ Plymouth Rd	Place kiosk next to bench on trail up on hill east of Shady Oak. Place kiosk on south side of trail in line with local spur that crosses Mitka Blvd at Plymouth Road.	Flat	Blade pointing north to Burwell house site.

Site	System K#	Trail K#	Direction S#	GPS	UTM	Location	Description	Site Category	Special Notes
29	-	-	29	15T0466197	4975922	Minnetonka Mills Rd	South side of road, Directional on south side of trail 20 feet before existing rules and regulations sign.	Flat	
30	7	16	30	15T0467596	4974790	DT Hopkins old kiosk site	North side of trail at old kiosk location. All in a row with system kiosk furthest east, then trail kiosk, then directional sign.	Flat	Staff to demolish old kiosk, move rules and stop ahead signs, clean up trail in this area to make worthy of a trailhead status.
31	-	-	31	15T0469020	4976301	36th St	15 feet east of sidewalk; south side of trail	Flat	verify ROW
32	-	-	32	15T0469789	4977808	Virginia Ave	Just west of Virginia Ave. Trail splits north to parking lot. Put post 20 feet east of V split on north side of trail.	Flat	Need SLP permission
33	8	17	33	15T0471201	4978334	Dakota Park by new Rec Center	75 feet west of telephone pole that is directly north of new rec center. System kiosk, then trail kiosk, then directional sign in a row moving west.	Flat	Site requested by SLP Parks

Note. There is no Trail Kiosk # 7

**Minneapolis to Hopkins Trail
Three Rivers Park District**

MPLS. TO HOPKINS
PERMIT FOR KIOSKS



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

417 North Fifth Street, Suite 320, Minneapolis, MN 55401-1362 (612) 348-9260
FAX: (612) 348-9710

PERMIT

File No. 73-33001B

Permit No. 24-06

Name of Applicant **Three Rivers Park District**, Permittee, (Address) **3000 Xenium Lane, Plymouth, Minnesota 55441**, for installation, use, relocation and maintenance of: **A regional trail signage program consisting of directional standards (direction signs), individual trail orientation kiosk, system-wide orientation kiosks, and related appurtenances, more or less as shown on Exhibit A** (Permitted Facility), at Permittee's sole cost, over, on or under Hennepin County Regional Railroad Authority (HCRRA) property (the "Permitted Property") described as:

That part of the below described property:

- 1) **Hennepin County Regional Railroad Authority's - Hopkins to Victoria right-of-way, said right-of-way being described on HCRRA Property Map No. 1 (C.R. Doc. No. 5404251), and HCRRA Property Map No. 12 (C.R. Doc. No. 5518920);**
- 2) **Hennepin County Regional Railroad Authority's - Hopkins to Chaska right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 13 through 30 (C.R. Doc. No.'s 189393, 189394, 189395, 189396, 6525334, 6525335, 6525336, 6525337, 6525338, 6525339, 6540289, 6540290, 6540291, 6540292, 6540293, 6540294, 6540295, 6540296);**
- 3) **Hennepin County Regional Railroad Authority's - Hopkins to Minneapolis right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 2 through 6 (C.R. Doc. No.'s 5496762, 5496763, 5503256, 5503257, 5504276), and HCRRA Property Map No. 40 (C.R. Doc. No. 8350163), and HCRRA Property Maps No. 31 (C.R. Doc. No. 6760097),**

which generally conforms to the center portion of the corridor and more or less as shown on Exhibit A.

Exhibit A is attached and incorporated by reference in this Permit.

GENERAL REQUIREMENTS

1. Permittee shall not make changes in the use of this Permit without the permission of HCRRA.

BOARD OF COMMISSIONERS

Peter McLaughlin Chair	Linda Koblick Vice Chair	Mark Stenglein Secretary	Gail Dorfman Treasurer	Mike Opat	Randy Johnson	Penny Steele
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2. Permittee acknowledges and understands that HCRRA at its sole discretion may modify or remove any sign of Permitted Facility placed on the Permitted Property due to future implementation of Light Rail Transit or other transportation improvements, or for any other reason.
3. Permittee is responsible to abide by all local, state or federal ordinances or regulations in the exercise of the rights herein given.
4. Permittee must protect all existing utilities, including fiber optics, waterways and drainage lines.
5. Permittee is responsible for correcting any failures due to settlement, erosion, lack of vegetation growth, rutting, or other problems related to the use of this Permit, at the expense of the Permittee.
6. Permittee shall restore all disturbed areas to original or better condition.
7. Permittee shall not use, employ, store, dispose of, or otherwise release any hazardous substance or pollutants or contaminants on HCRRA property.
8. The cost of this Permit shall be One and 00/100 Dollars (\$1.00).

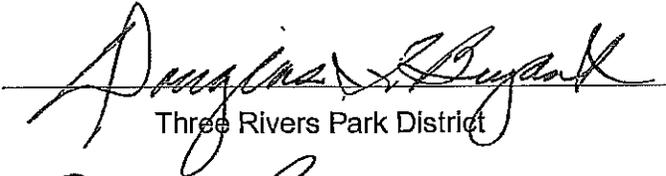
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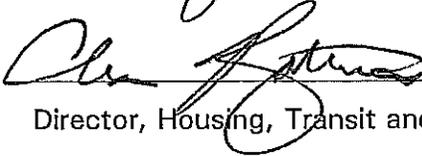
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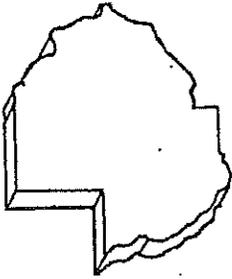
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6. Permittee agrees to include the Hennepin County logo on the *Trail Kiosks* with the following accompanying language:

This trail corridor was acquired by the Hennepin County Regional Railroad Authority for future light rail transit use. A cooperative agreement with Three Rivers Park District allows the corridor to be used for interim recreational purposes.

(I, We), the undersigned, herewith accept the terms and conditions of the regulations as laid down by HCRRA and agree to fully comply therewith to the satisfaction of the HCRRA.

Permittee  Date 8-30-06
Three Rivers Park District

HCRRA  Date 6/15/06
Director, Housing, Transit and Community Works



HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

417 North Fifth Street, Suite 320, Minneapolis, MN 55401-1362 (612) 348-9260
FAX: (612) 348-9710

PERMIT

File No. 73-33001B

Permit No. 24-06

Name of Applicant Three Rivers Park District, Permittee, (Address) 3000 Xenium Lane, Plymouth, Minnesota 55441, for installation, use, relocation and maintenance of: A regional trail signage program consisting of directional standards (direction signs), individual trail orientation kiosk, system-wide orientation kiosks, and related appurtenances, more or less as shown on Exhibit A (Permitted Facility), at Permittee's sole cost, over, on or under Hennepin County Regional Railroad Authority (HCRRA) property (the "Permitted Property") described as:

That part of the below described property:

- 1) Hennepin County Regional Railroad Authority's - Hopkins to Victoria right-of-way, said right-of-way being described on HCRRA Property Map No. 1 (C.R. Doc. No. 5404251), and HCRRA Property Map No. 12 (C.R. Doc. No. 5518920);
- 2) Hennepin County Regional Railroad Authority's - Hopkins to Chaska right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 13 through 30 (C.R. Doc. No.'s 189393, 189394, 189395, 189396, 6525334, 6525335, 6525336, 6525337, 6525338, 6525339, 6540289, 6540290, 6540291, 6540292, 6540293, 6540294, 6540295, 6540296);
- 3) Hennepin County Regional Railroad Authority's - Hopkins to Minneapolis right-of-way, said right-of-way being described on HCRRA Property Maps No.'s 2 through 6 (C.R. Doc. No.'s 5496762, 5496763, 5503256, 5503257, 5504276), and HCRRA Property Map No. 40 (C.R. Doc. No. 8350163), and HCRRA Property Maps No. 31 (C.R. Doc. No. 6760097),

which generally conforms to the center portion of the corridor and more or less as shown on Exhibit A.

Exhibit A is attached and incorporated by reference in this Permit.

GENERAL REQUIREMENTS

1. Permittee shall not make changes in the use of this Permit without the permission of HCRRA.

BOARD OF COMMISSIONERS

Peter McLaughlin
Chair

Linda Koblick
Vice Chair

Mark Stenglein
Secretary

Gail Dorfman
Treasurer

Mike Opat

Randy Johnson

Penny Steele

2. Permittee acknowledges and understands that HCRRA at its sole discretion may modify or remove any sign of Permitted Facility placed on the Permitted Property due to future implementation of Light Rail Transit or other transportation improvements, or for any other reason.
3. Permittee is responsible to abide by all local, state or federal ordinances or regulations in the exercise of the rights herein given.
4. Permittee must protect all existing utilities, including fiber optics, waterways and drainage lines.
5. Permittee is responsible for correcting any failures due to settlement, erosion, lack of vegetation growth, rutting, or other problems related to the use of this Permit, at the expense of the Permittee.
6. Permittee shall restore all disturbed areas to original or better condition.
7. Permittee shall not use, employ, store, dispose of, or otherwise release any hazardous substance or pollutants or contaminants on HCRRA property.
8. The cost of this Permit shall be One and 00/100 Dollars (\$1.00).

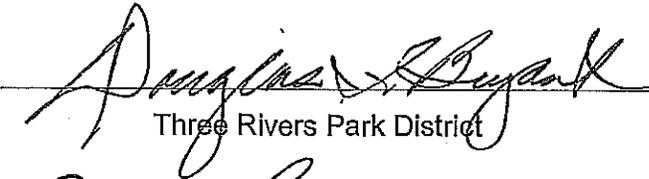
SPECIAL PROVISIONS

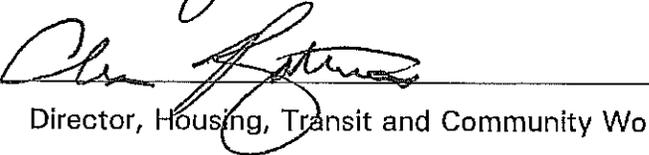
1. Permittee is aware that underground fiber optic communication cables, in addition to other underground utilities, may have been installed on the Permitted Property, it is the Permittee's sole responsibility, at the Permittee's sole expense, to properly locate and protect these and all utilities.
2. At all times during its occupancy of the Permitted Property, Permittee shall be responsible for 100 percent of the expense of maintaining the Permitted Property.
3. Permittee and HCRRA entered into a certain Permit Agreement bearing Agreement No. 73-32001 dated September 1, 1998, as amended with First Amendment to Permit Agreement 73-32001, dated October 3, 2000, on file in the office of HCRRA, for the right to construct and operate a temporary trail on property commonly described as the Hennepin County Regional Railroad Authority "Hopkins to Minneapolis Rail Corridor" located in Hennepin County, Minnesota; not withstanding the above and below, other than generally conforming to the center of said Hopkins to Minneapolis Rail Corridor, but not necessarily conforming to the center 16 feet of said Rail Corridor as stated in said Permit Agreement No. 73-32001, Permitted Facility, located more or less as shown on Exhibit A, will conform to and be subject to all other terms, all conditions, rights, and obligations of said Permit Agreement No. 73-32001, especially those pertaining to *Term, Termination, Temporary Nature of Use, Rights Upon Termination, Indemnification, Insurance, Quiet Enjoyment, Environmental Concerns, and Relocation.*

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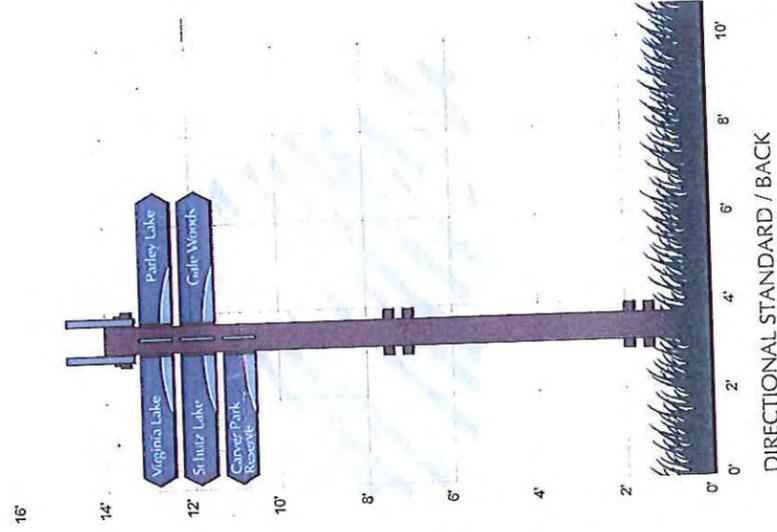
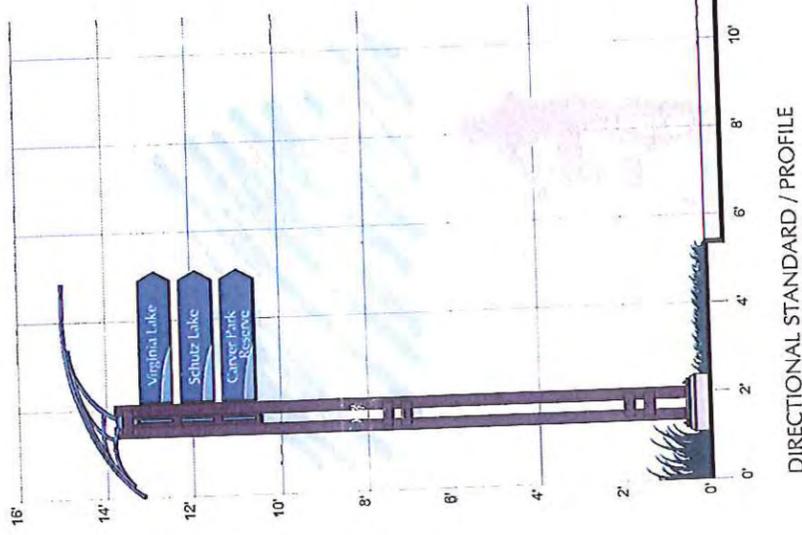
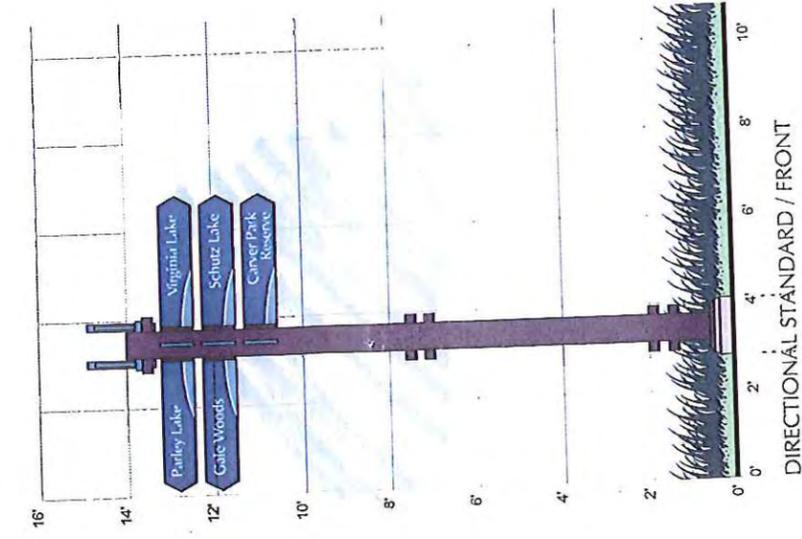
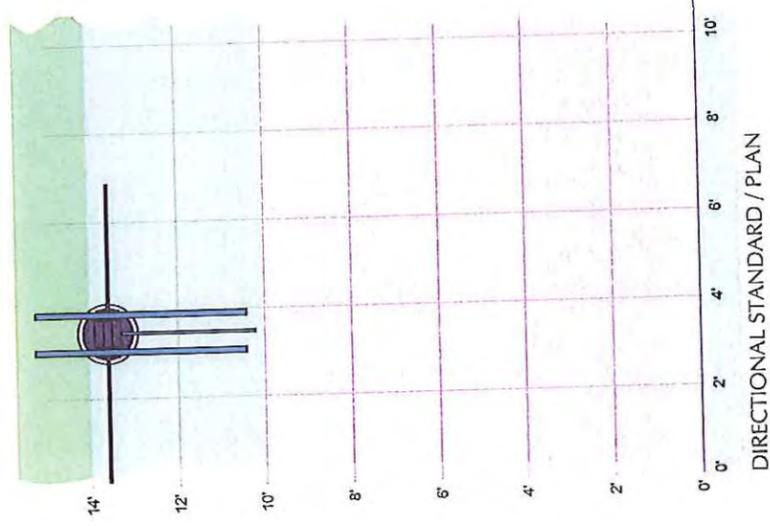
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(I, We), the undersigned, herewith accept the terms and conditions of the regulations as laid down by HCRRA and agree to fully comply therewith to the satisfaction of the HCRRA.

Permittee  Date 8-30-06
Three Rivers Park District

HCRRA  Date 6/15/06
Director, Housing, Transit and Community Works

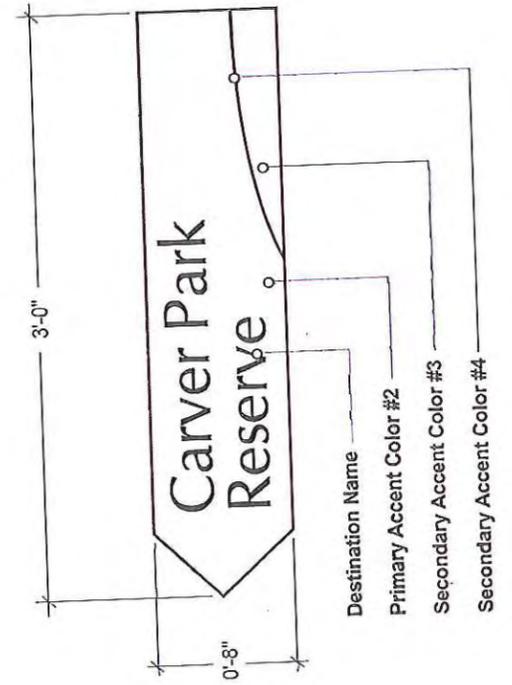
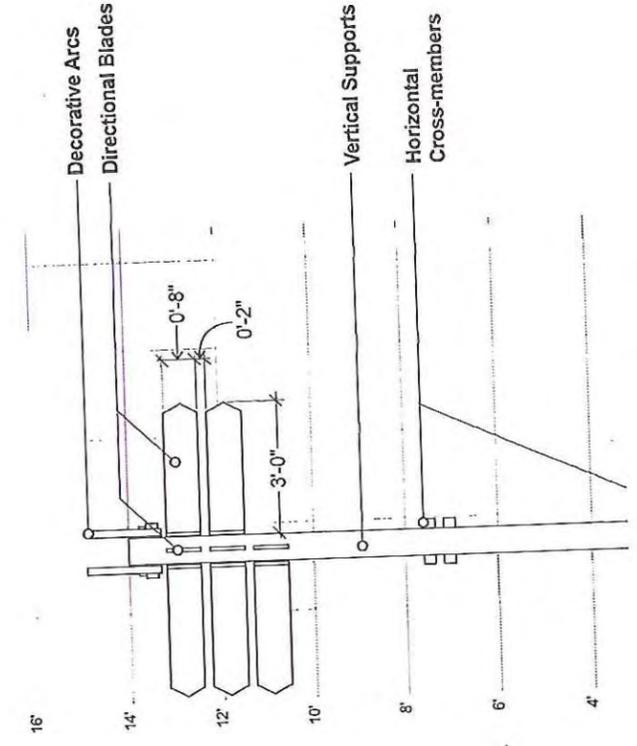
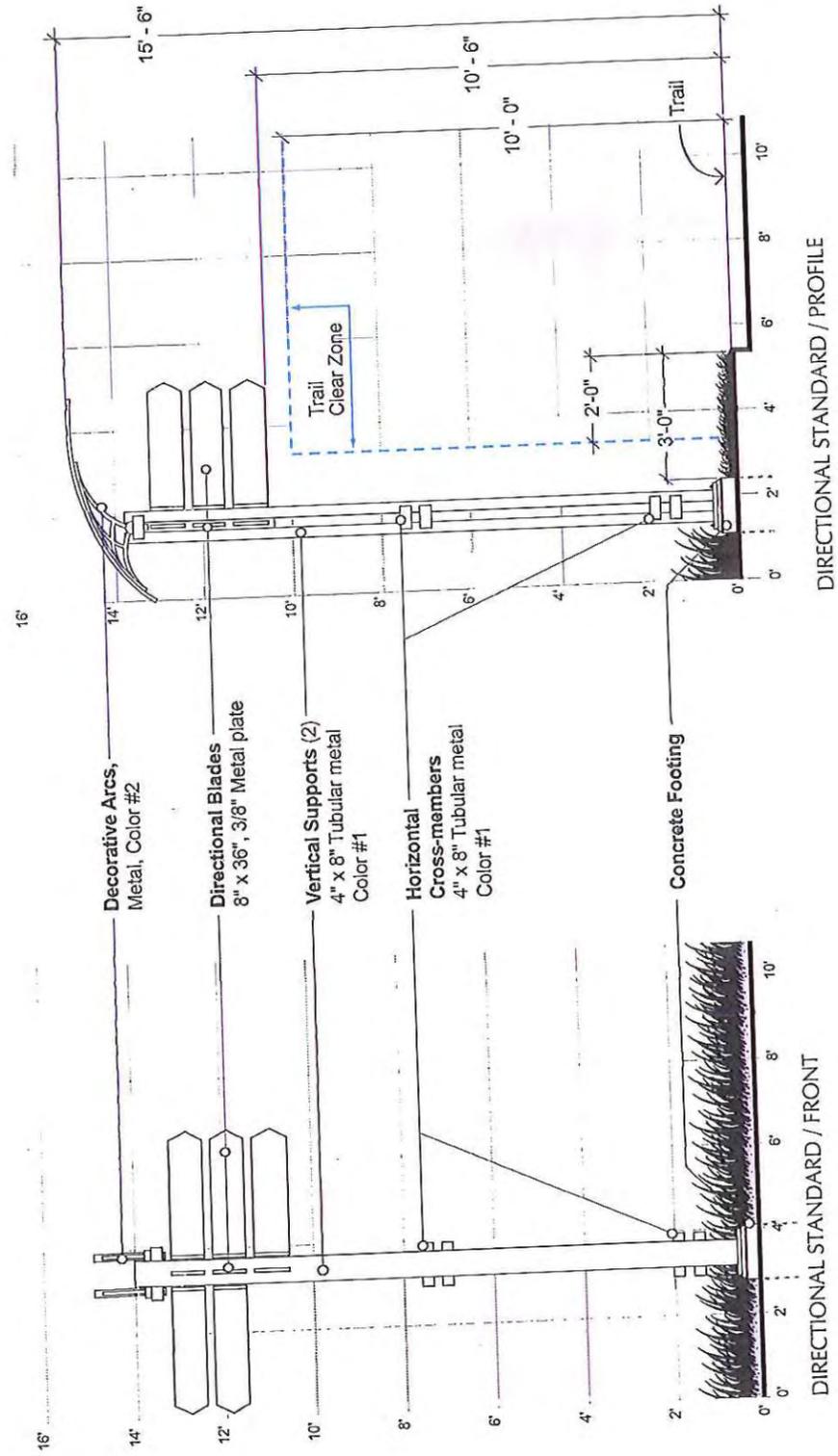
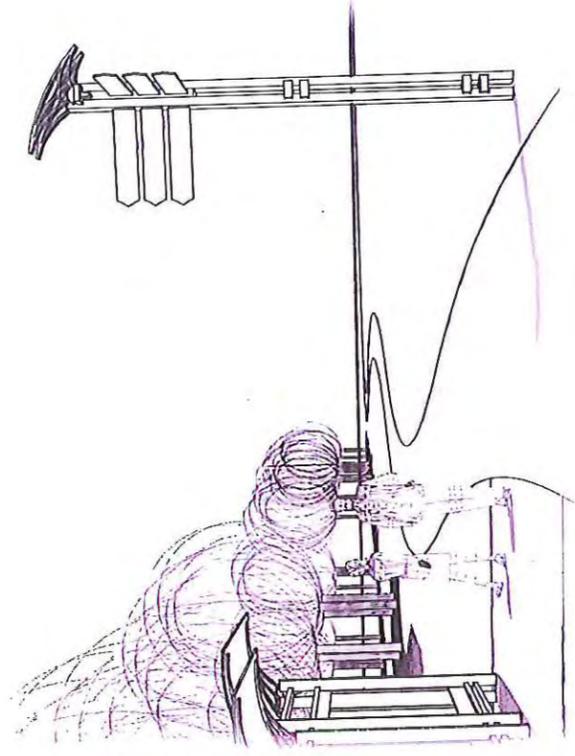
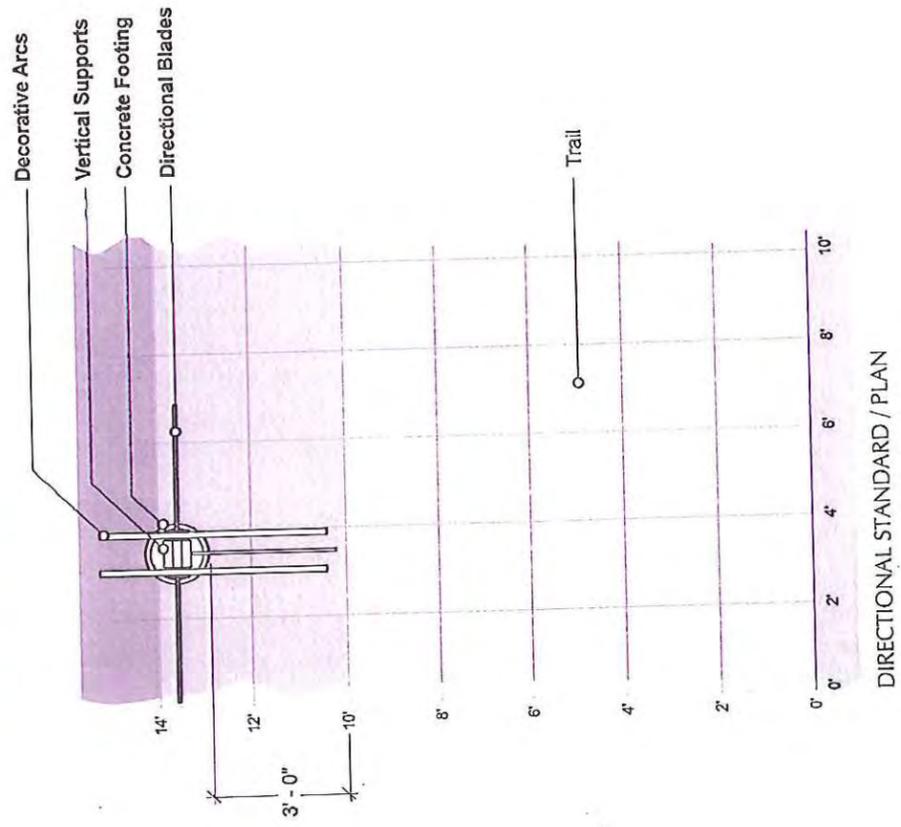
DIRECTIONAL STANDARD (DS)



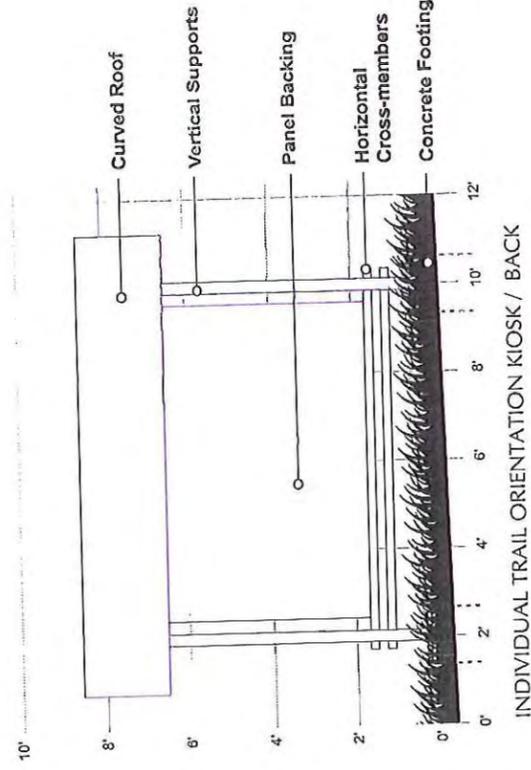
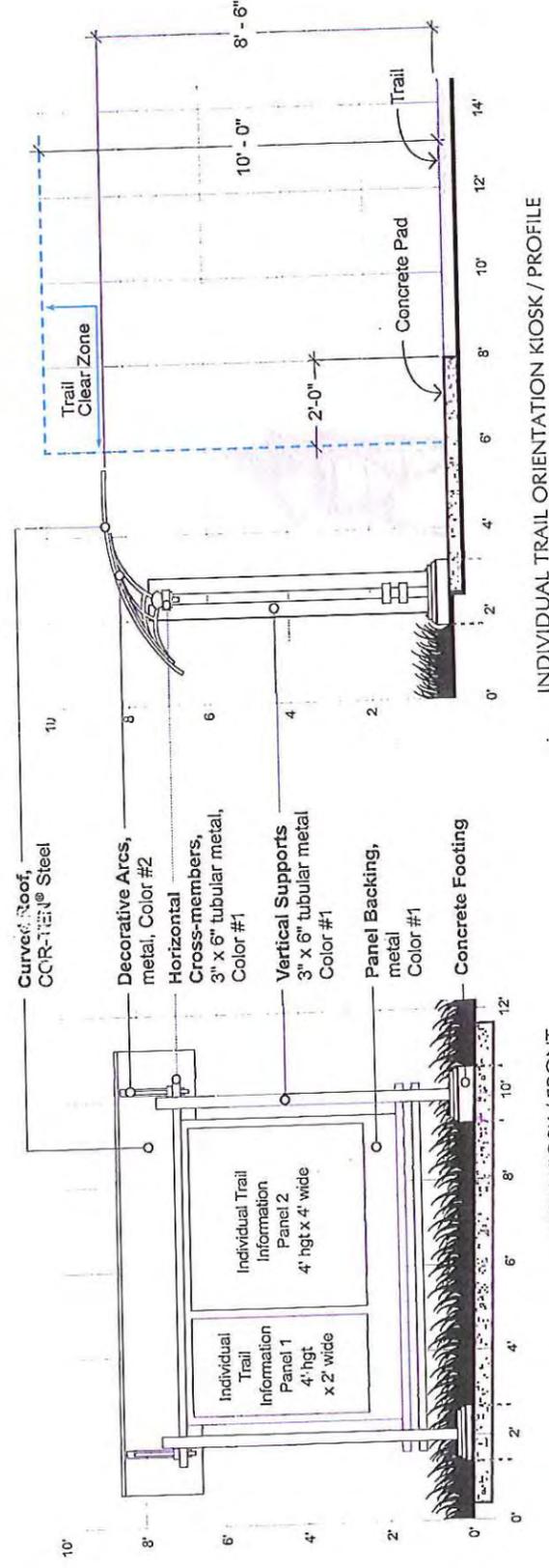
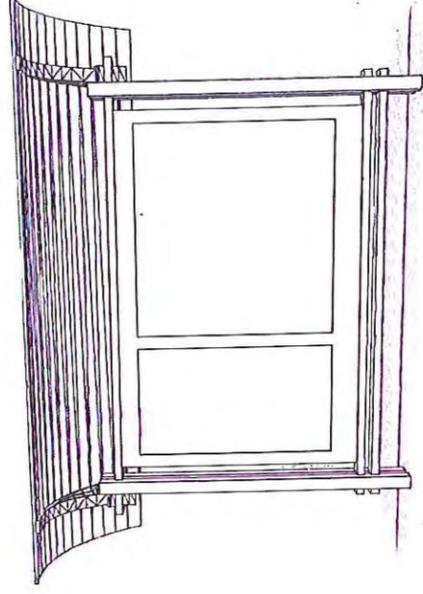
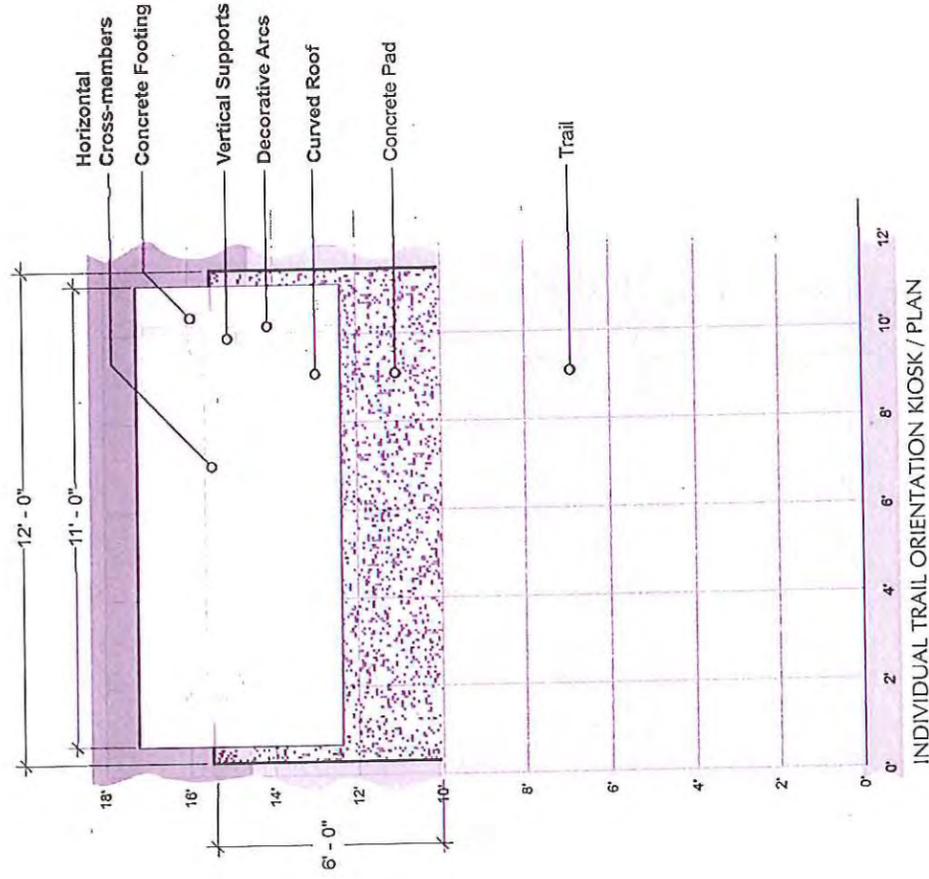
DIRECTIONAL STANDARD / BLADES



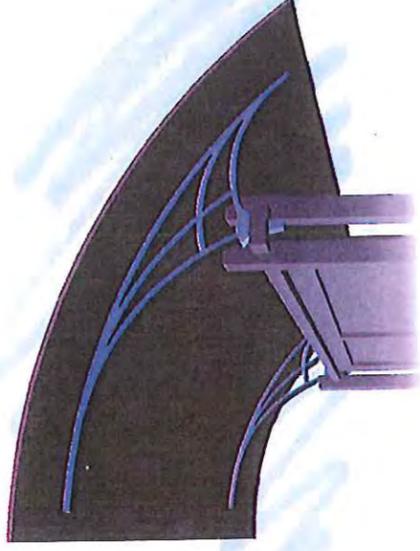
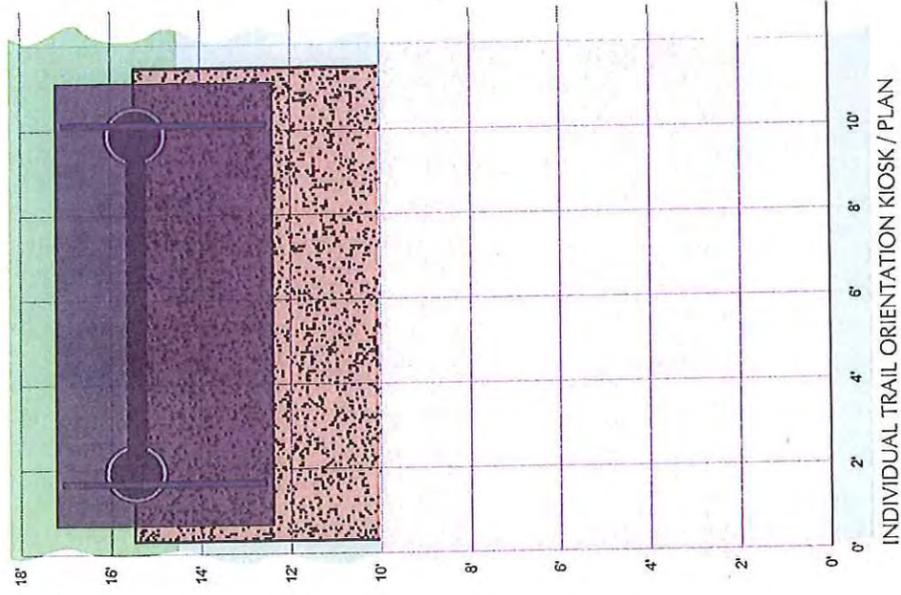
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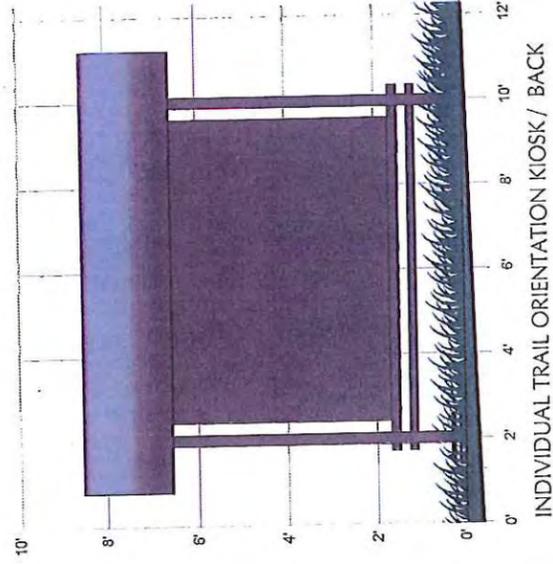
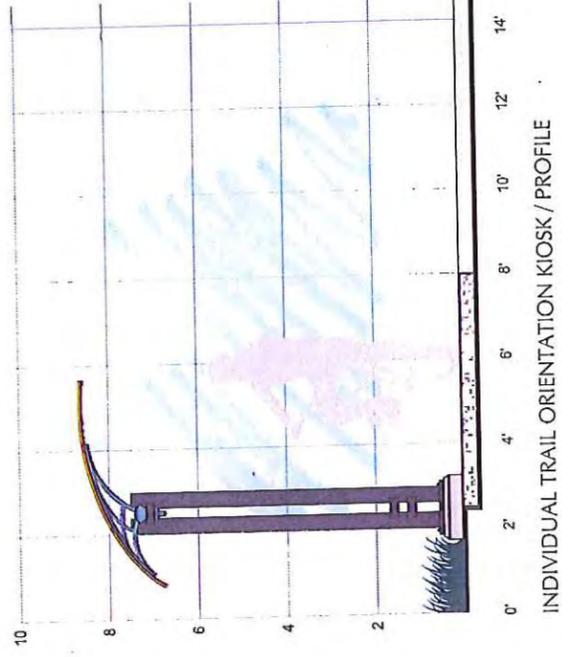
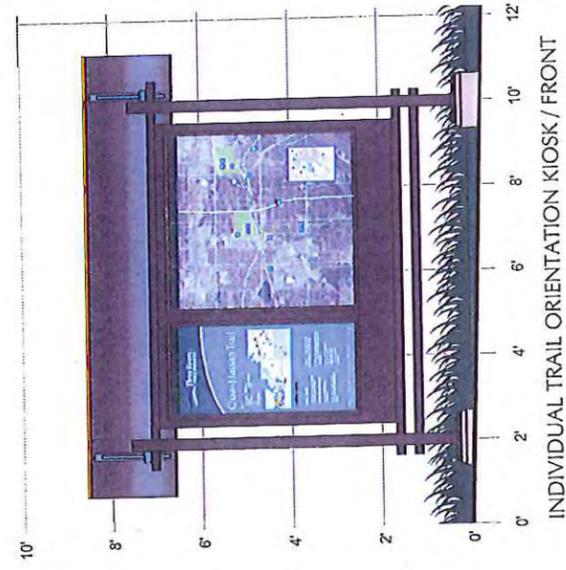
INDIVIDUAL TRAIL ORIENTATION KIOSK (IT)



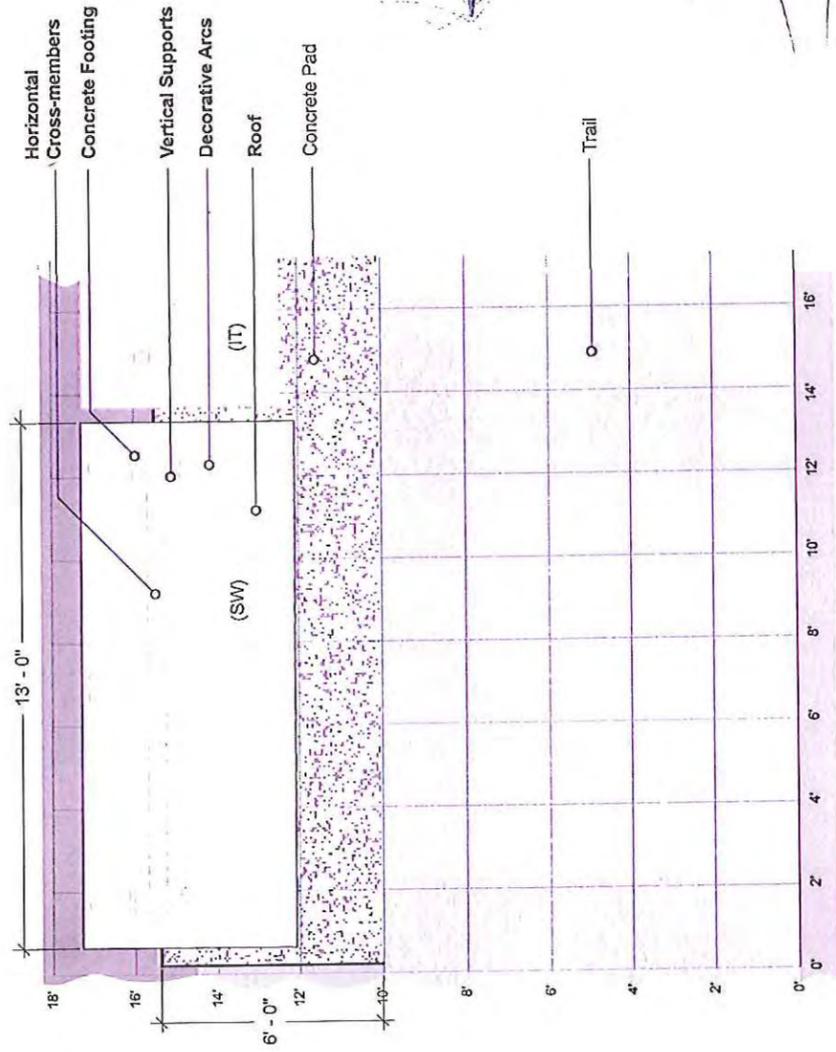
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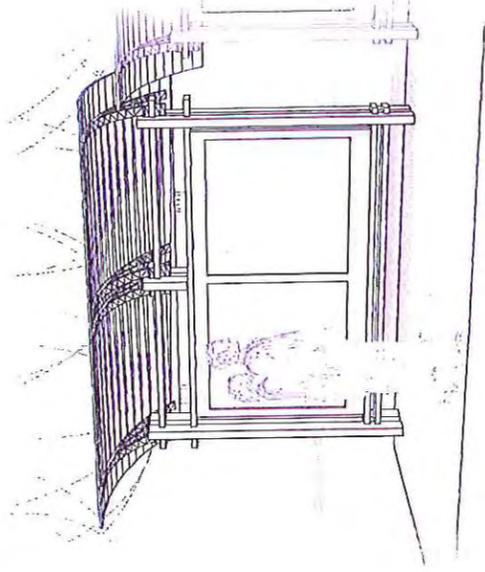
INDIVIDUAL TRAIL ORIENTATION KIOSK / ROOF SUPPORT DETAIL



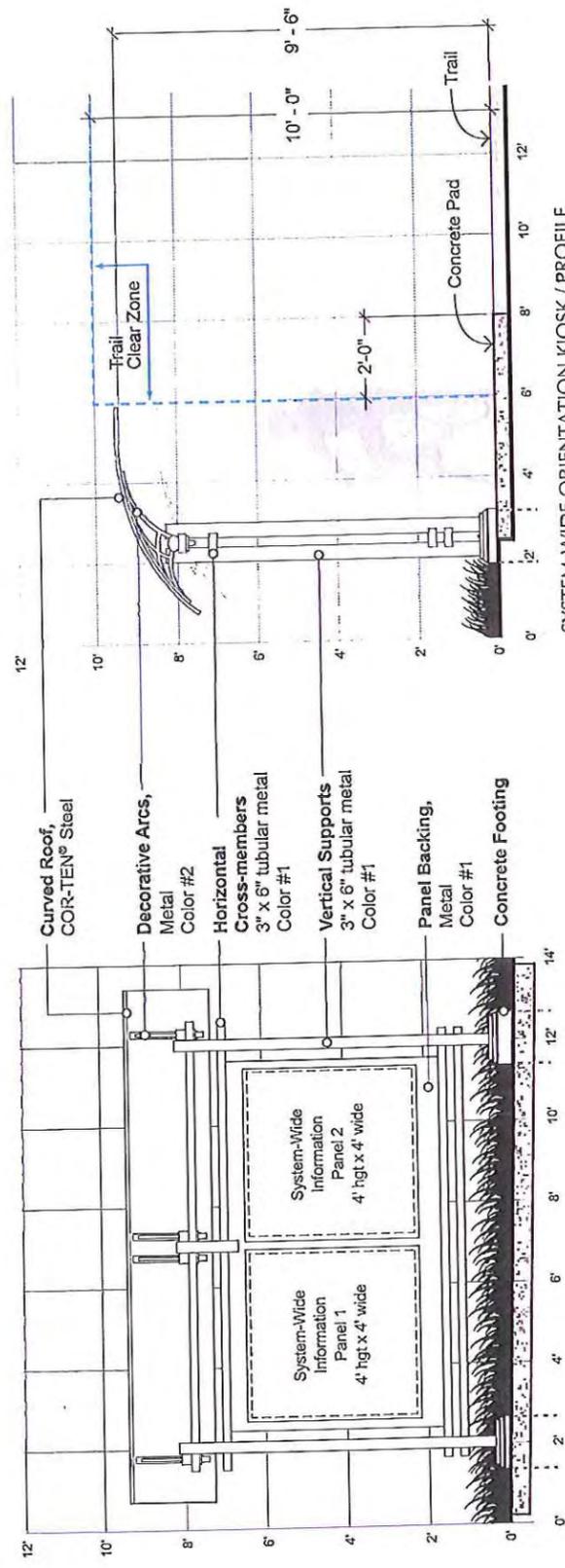
SYSTEM-WIDE ORIENTATION KIOSK (SW)



SYSTEM-WIDE ORIENTATION KIOSK / PLAN

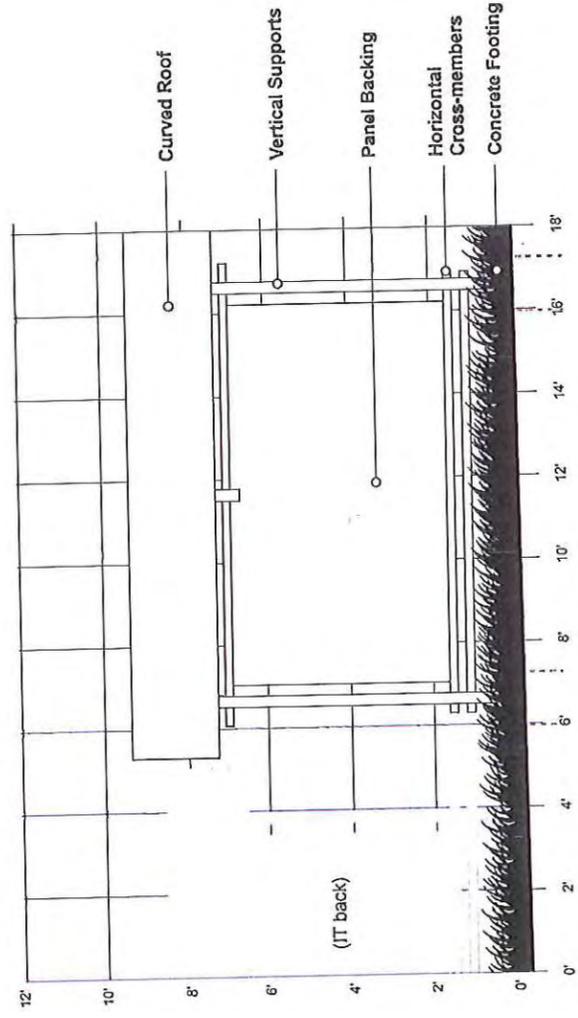


SYSTEM-WIDE ORIENTATION KIOSK / PERSPECTIVE



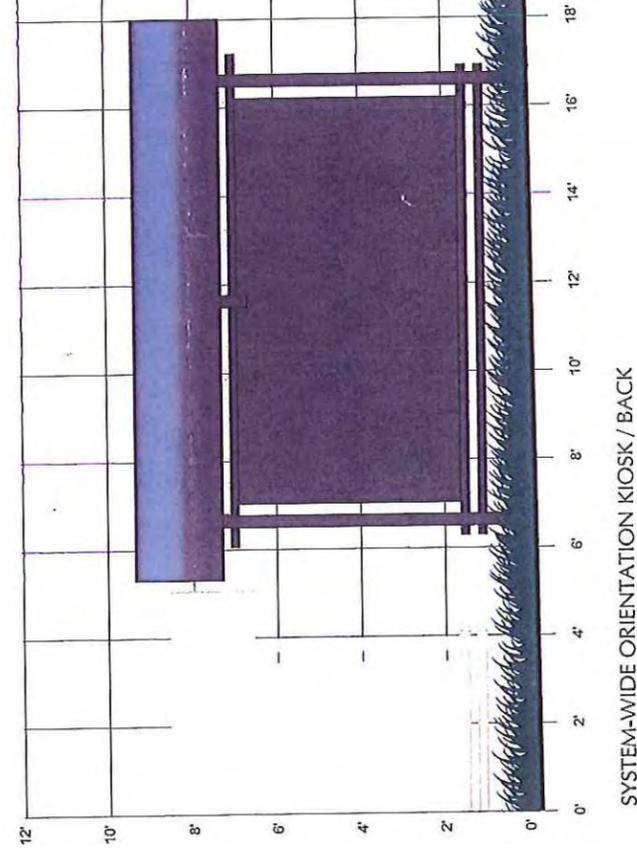
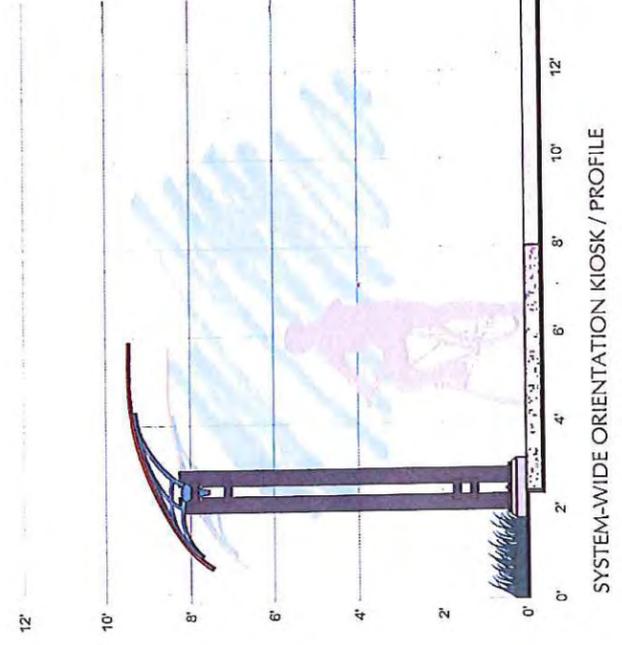
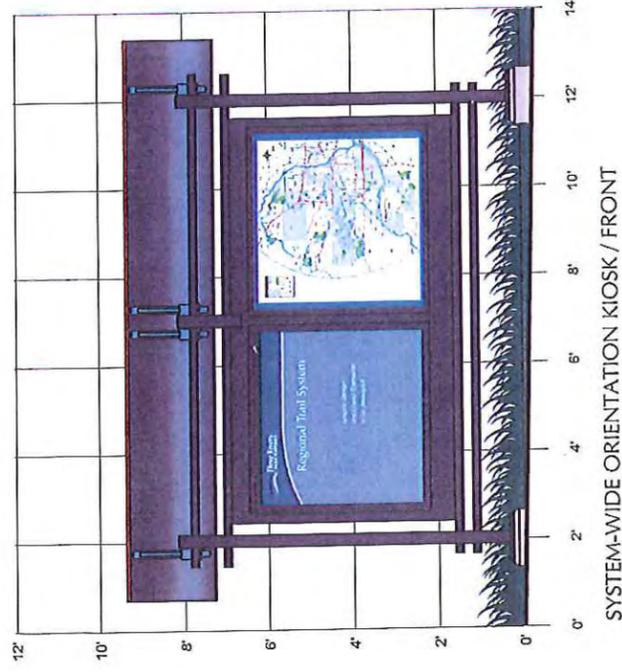
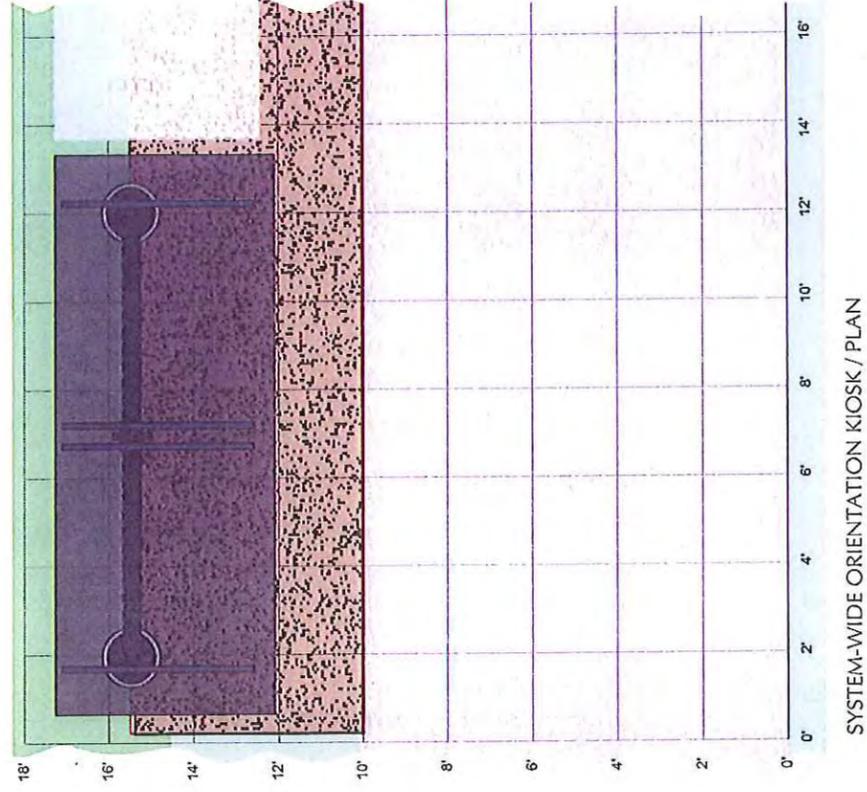
SYSTEM-WIDE ORIENTATION KIOSK / PROFILE

SYSTEM-WIDE ORIENTATION KIOSK / FRONT

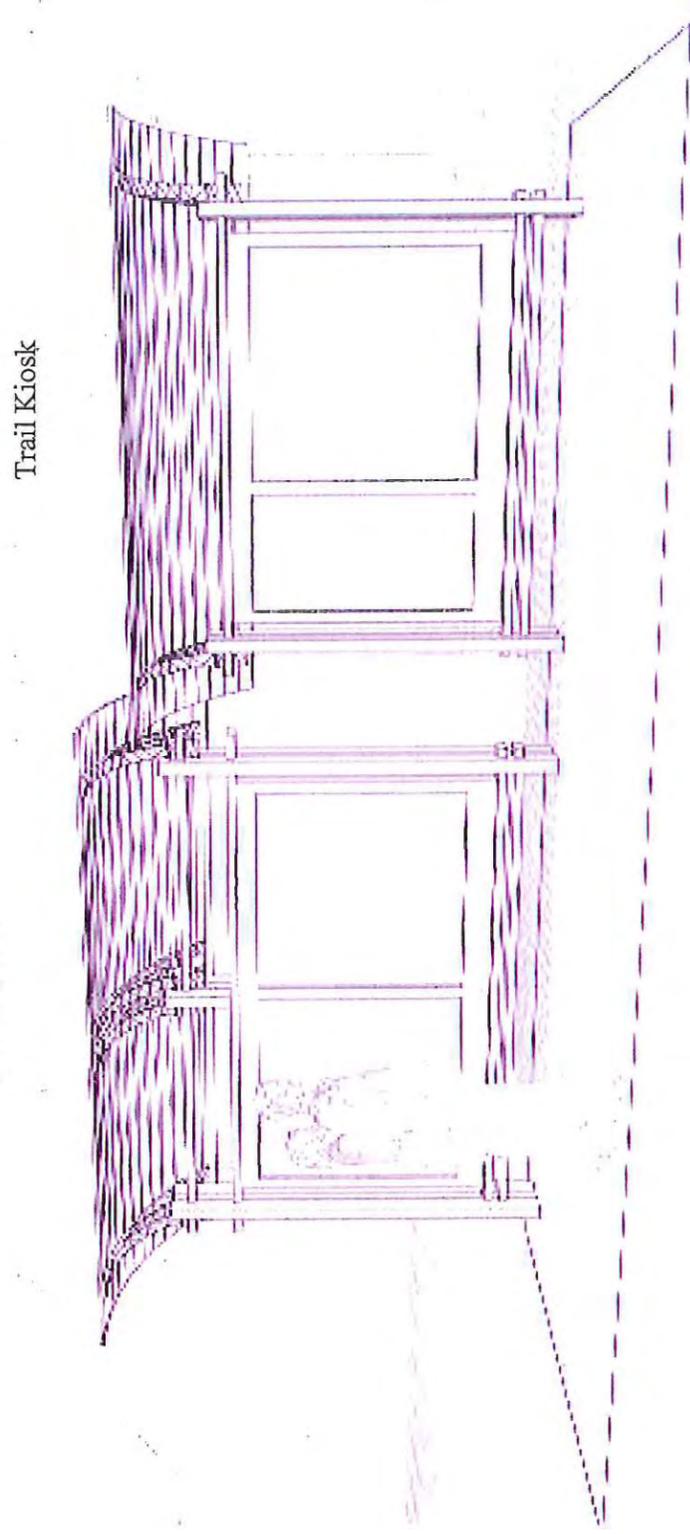


SYSTEM-WIDE ORIENTATION KIOSK / BACK

SYSTEM-WIDE ORIENTATION KIOSK (SW)



System Kiosk



APPROACH 4



1/2" = 1' 0"

Site	System K#	Trail K#	Direction S#	GPS	UTM	Location	Description	Site Category	Special Notes
1	1	1	1	15T0456391	4962406	Bluff Creek Drive trailhead parking lot	At end of parking lot where old kiosk is located.	1.5 feet of fill needed to level with trail	Staff to rip out old kiosk and move benches.
2	-	-	2	15T0459500	4964597	Riley Lk Rd	20 feet west of road on south side of trail.	Flat	Will need to move No motor V sign. Directional post needs careful placement due to buried cable in area.
3	-	2	3	15T0460431	4965579	Dell Rd	12 feet east of road. Kiosk on south side of trail (Center on "no motor" sign). Directional across from kiosk.	Flat	Detour blade needed. No blades pointing SW until Hwy 212 construction is completed.
4	-	-	4	15T0461682	4966898	Eden Prairie Rd	East side of road. 25 feet east of sidewalk. South side of trail.	Flat	
5	2	3	5	15T0462587	4967769	Venture Lane	Place kiosks on south side of trail. System Kiosk starts 65 feet south of Venture Ln (aligned with third small tree behind). Directional on north side of trail 75 feet from edge of road.	Flat	
6	-	-	6	15T0463139	4968604	Valleyview Rd bridge	Place in Y between local trail connection east of Valleyview. 15 feet from end of Y and centered in Y.	Flat	
7	-	4	7	15T0463724	4970356	Edenvale Blvd	East of Edenvale. Kiosk on north side of trail 35 feet in from road edge. 1 foot fill needed for kiosk. Directional sign across from kiosk - also 35 feet from road. Flat for that.	1 foot fill needed	
8	-	-	8	15T0464852	4972472	Roland Road	East side of road. 20 feet east of curb on north side of trail	Flat	Need directional blade pointing south saying "Bryant Lake Park" Also need small directional signs along Roland, at turn into small parking lot @ Clearwater, and at Y in trail 200 yards past turn (replace Hennepin Parks sign at that location)
9	-	5	9	15T0465595	4973217	Dominick Rd	East of Dominick Rd. North side of trail 85' east from road. Directional and kiosk on same side with DS closest to road.	2 to 3 foot fill needed	
10	-	-	10	15T0467275	4974086	11th Ave crossing in Hopkins	South side of trail. 15' east of sidewalk.	Flat	verify ROW
11	3	6	11	na	na	Hopkins Depot	Nate has exact location.	Flat	Part of Depot remodel
12	-	-	12	15T0469932	4975229	Blake Road	East of Blake Road but west of Minnehaha Creek by existing park benches. 10 feet west of existing park benches on south side.	Flat	
14	-	-	14	15T0471947	4976183	Wooddale	East of Wooddale. South side of trail. 15 feet east start of trail edge.	Flat	
15	4	8	15	15T0474027	4976957	France Ave spur trail/Mpls border	South side of trail. Start where trail pavement changes. System K, then Trail K, the Directional sign in a row moving west.	Flat	Mpls border
16	5	9	16	15T0447768	4967679	DT Victoria by THRP Amphitheater	25 feet west of sidewalk/path coming down from main street. Locate kiosks on north side, with System K farthest east. Directional sign on south side across from trail kiosk.	Flat, with slight rise at back of about 1 foot.	Check status of new local trail behind Kiosk location.
13	-	-	13	15T0448808	4968500	Old kiosk site west of Park Rd	10 feet west of park trail access on north side of trail.	Flat	Leave old kiosk for time being, may eventually replace with Park trail kiosk. Staff to remove Buckthorn bush next to Directional sign location. Original Site 13 was wrongly placed on map, that is why this is out of geographic order along the trail.
17	-	-	17	15T0449513	4968975	Rolling Acres Rd	East of road, 10 feet east of spur trail. South side of trail	1' drop	
18	-	10	18	15T0450207	4970051	East side of Hwy 7	Start trail kiosk even with blacktop. Locate kiosk posts on south edge of spur trail that runs to Hwy 7, with concrete pad going 8 feet into spur trail. Directional on north side of regular trail, which has a 1 foot drop.	1' drop for DS	Staff will need to stake this one carefully and will need to do make sure spur trail works with concrete pad of sign. Want to direct people to use tunnel, not Hwy crossing.
19	-	-	19	15T0451037	4971076	West 62nd St	20 feet west of road on north side of trail	Flat	
20	-	11	20	15T0452215	4972102	Eureka Rd/Smithtown	90 feet west of intersection on north side of trail (kiosk), Direction on south side.	3 feet fill needed for Kiosk; 1 foot drop for DS.	
21	-	-	21	15T0455040	4972294	Water Street in DT Excelsior	West of Water St at end of paved portion of trail. Start at pavement end on south side.	Flat	Have a blade point to DT Excelsior.
22	-	12	22	15T0455807	4972294	Excelsior Blvd	50 feet west of Excelsior on north side of trail (kiosk). Directional should be on same side but 5 feet closer to road.	1 foot fill for kiosk, flat for DS.	
23	-	-	23	15T0456541	4973962	Linwood Circle in Greenwood	Directional sign should be centered across from overlook on south side of trail.	4 foot drop - need sign extension.	
24	6	13	24	15T0457711	4974478	Minnetonka Blvd	Locate at old kiosk site on north side of trail. System kiosk should be furthest east. Directional sign should be across from trail kiosk.	Flat	Staff needs to rip out old kiosk - move benches across trail on each side of new directional sign.
25	-	-	25	15T0460280	4975266	Hwy 101	West side of 1010, center in V created by 101 spur trail and LRT trail - 5 feet in from V point.	Flat	
26	-	14	26	15T0461892	4975892	Tonkawood Rd	140 feet west of Tonkawood Rd, kiosk on north side, directional on south side.	1.5 feet fill needed for Kiosk.	
27	-	-	27	15T0463131	4976122	Williston Rd	40 feet west of Williston Road edge on south side of trail	Flat	Blade pointing north to Mitka City Hall and services.
28	-	15	28	NA	NA	Shady Oak Rd/ Plymouth Rd	Place kiosk next to bench on trail up on hill east of Shady Oak. Place kiosk on south side of trail in line with local spur that crosses Mitka Blvd at Plymouth Road.	Flat	Blade pointing north to Burwell house site.

Site	System K#	Trail K#	Direction S#	GPS	UTM	Location	Description	Site Category	Special Notes
29	-	-	29	15T0466197	4975922	Minnetonka Mills Rd	South side of road, Directional on south side of trail 20 feet before existing rules and regulations sign.	Flat	
30	7	16	30	15T0467596	4974790	DT Hopkins old kiosk site	North side of trail at old kiosk location. All in a row with system kiosk furthest east, then trail kiosk, then directional sign.	Flat	Staff to demolish old kiosk, move rules and stop ahead signs, clean up trail in this area to make worthy of a trailhead status.
31	-	-	31	15T0469020	4976301	36th St	15 feet east of sidewalk; south side of trail	Flat	verify ROW
32	-	-	32	15T0469789	4977808	Virginia Ave	Just west of Virginia Ave. Trail splits north to parking lot. Put post 20 feet east of V split on north side of trail.	Flat	Need SLP permission
33	8	17	33	15T0471201	4978334	Dakota Park by new Rec Center	75 feet west of telephone pole that is directly north of new rec center. System kiosk, then trail kiosk, then directional sign in a row moving west.	Flat	Site requested by SLP Parks

Note. There is no Trail Kiosk # 7

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