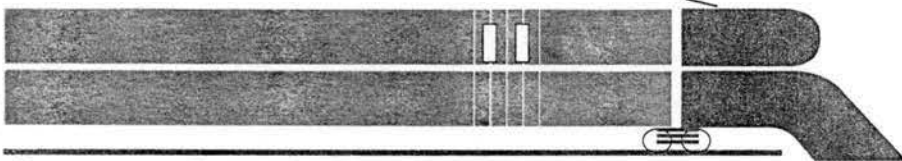




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

John T. Finley, Chairman

District 3

Dick Wedell, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Susan M. Haigh, Treasurer

District 4

Hal Norgard

District 7

Rafael E. Ortega

District 5

Brenda C. Thomas

District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, AUGUST 22, 1995

11:00 AM or Immediately Following Criminal Justice

COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of July 25, 1995
2. * Metro Light Rail Transit Joint Powers Board budget and workplan
3. * Approve lease with Ray Anderson & Sons for access roadway, fire lane, and parking area adjacent to 930 Duluth Street and authorize the Chair of the Railroad Authority to sign the lease
4. * Approve the permit to William and Marna Freeman for a fence adjacent to 1550 English Street and authorize the Chair of the Railroad Authority to sign the permit

* Action is requested

/

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

July 25, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, July 25, 1995, at 10:30 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell (entered during item #4)

OTHERS PRESENT: Tom Sather, Donald Engle, Robert Clarkson, Lisa Lee, David MacMillan, Terry Schutten, Karen Tero, Jim Van Houdt, Marlen Johnson, Toni Baker, Fran Sontag, Jim Anderson, Kathryn DeSpiegelaere, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 10:55 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of June 13, 1995.

Commissioner Warren Schaber moved the following recommendation, seconded by Commissioner Susan Haigh.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of June 13, 1995, as written.

Roll Call: Ayes - 6, Nays - 0
Motion Adopted.

2. Approve easement to City of St. Paul for construction of trail on Northeast Corridor right of way and authorize the Chair of the Railroad Authority to execute the easement agreement. (Originally scheduled as item #3).

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Rafael Ortega:

↑

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, On August 24, 1993, Ramsey County Regional Railroad Authority, the County of Ramsey, and the City of St. Paul entered into a Joint Powers Agreement to provide for the planning, development, and operation of the Northeast Corridor trail and future light rail transit use; and

WHEREAS, The Joint Powers Agreement provides that Ramsey County Regional Railroad Authority shall grant to the City and County easements for the construction, operation, and maintenance of a trail over the corridor; and

WHEREAS, An easement agreement has been reached between Ramsey County Regional Railroad Authority and the City of Saint Paul pertaining to the portion of the Northeast Corridor located within the City limits; Now, Therefore, Be It

RESOLVED, That the easement to the City of Saint Paul is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the easement on behalf of Ramsey County Regional Railroad Authority.

Roll call: Ayes - 6, Nays -0
Motion adopted. (R95-07)

3. Approve permit to Mary E. Ericksen, 1463 McAfee Street, and authorize the chair of the Railroad Authority to execute the permit. (Originally scheduled as item #4).

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Rafael Ortega:

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a fence adjacent to the residence at 1463 McAfee Street in St. Paul; and

WHEREAS, The encroaching party, Mary A. Ericksen, has requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

WHEREAS, The consideration for this permit will be \$100 for three years, with the permit fee based on fair market value of the property and administrative costs for issuing it, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the permit is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the permit on behalf of Ramsey County Regional Railroad Authority.

Roll call: Ayes - 6, Nays -0
Motion adopted. (R95-08)

4. Metro area transit update. (Originally scheduled as item #2).

Ms. DeSpiegelaere, Director of LRT Planning for Ramsey County Regional Railroad Authority (RCRRA), said that in the federal House Appropriations Committee, operating funds are significantly decreased for transit; however, new-start funding, which the Central Corridor would be eligible for, is proposed to have a 3% increase in fiscal year 1996.

Chairman Finley introduced Tom Sather, General Manager - Metropolitan Council Transit Operations (MCTO), to speak on federal, local, and state transit funding for the metro area.

Mr. Sather spoke about regional transit customers and survey work done in 1994 and completed in early 1995. Some of the findings were:

- o 65% of the average riders are female
- o 66% range in age 20 to 50 years old
- o 67% have an income less than \$25,000/yr.
- o 75% use their trip purpose for work

From a historical perspective, ridership in 1979 topped 93 million and in 1995 over 64 million. Bus trips in the entire metropolitan region constituted 3.2% of all trips in 1970, and in 1990, 2.5% of all transportation trips.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

July 25, 1995

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Centering into the two downtown areas, in 1970, 16.8% of all those trips were on the bus, and in 1990, it rose to 24.9%.

Of the 1996 budget for metro transit, 82.34% of the budget is labor and fringe benefits. 17.86% constitutes fuel, parts, and contracts for services. MCTO will be running approximately 100 fewer peak hour buses in 1996 than in 1995. 1995 had about a 6% reduction from 1994. The 100 fewer peak hour buses will be accompanied with reduced frequencies on regular route service serving both cities and the suburbs. There will be for some route elimination and also some route consolidation.

In 1995, federal operating assistance was 5.2% of MCTO's operating budget. The actual number for 1995 will be 2.9%. Beginning October 1, 1996, there will be no federal income for operating assistance for this region. The difference between the 1995 and 1996 budget is \$6.9 million for operating assistance in this region.

In 1995, fares were budgeted to generate 31.6% of MCTO's operating income. With a fare increase projected for November 1, 1995, fares will constitute 36.4% of the operating budget for 1996. As federal operating assistance decreases, customer participation will increase.

The 1995 legislation approved a compromise for transportation subsidy for the region in the amount of \$83.1 million in state funding for the biennium. MCTO will need to engage new ways to provide improved service and meet customer needs because funding resources are significantly less.

The overall budget for 1995 was \$134.1 million. The budget for 1996 is \$125.5 million.

The MCTO is currently engaged in discussions with Amalgamated Transit Union (ATU). This union represents 2100 of MCTO's 2600 employees. Contract discussions have been ongoing since mid-February. Last week, the ATU overwhelmingly rejected MCTO's final contract offer. It has been agreed by both parties to seek help from the State Mediator in resolving contract issues.

Representative Dee Long and Senator Ted Mondale, Chairs of the respective Metro Affairs Committees in the House and Senate, have agreed that public transportation needs to be an issue dealt with during the "off season" in order to solve the funding issues.

Mr. Sather indicated that the needs of the customer are not being met. MCTO continues to cut service, but in a manner that least impacts the fewest numbers of people. If anyone is affected, then part of the mission has not been accomplished. On the other hand, there are other cities that have turned their public transportation systems into commuter only systems. This does not effectively meet the needs of customers working second and third shifts.

Elimination of weekend service has also been discussed. This, too, affects those who do not work Monday through Friday, 8 AM to 5 PM.

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The Metropolitan Council has been working on an activity called "transit redesign" since early 1995. It reviews all the available data and tries to find pockets of residents or jobs and work forces where needs are not being met. It will afford opportunities for other private providers in smaller vehicles. It may mean that the MCTO operates smaller vehicles in outlying areas.

Chairman Finley said that even though the bus ridership has gone from 93 million to 64 million, the number of trips to the downtowns has increased. Is that because of the types of jobs located in the downtowns that fit the model of the average rider? Or is it because of proximity to bus lines? Why is there the increase in ridership to the downtown areas? Or is it because service is not provided elsewhere?

Mr. Sather said that part of the reason is that people tend to compare the cost of gas to bus fares. They don't see a value and will use their vehicles. But with respect to the downtown areas, particularly Minneapolis, the fees for parking downtown have grown considerably over time and using the bus is an economical alternative.

Regarding the suburban service, there is not enough meaningful service to meet those needs and there is plenty of employer provided parking.

Mr. Sather said that major upgrades into the downtown area haven't changed appreciably in the last 15 years. As congestion starts to grow and with HOV bus lanes and other transit advantages, time becomes an ally as opposed to being an enemy when sitting in congestion. A lot of downtown bus users are some of the most satisfied riders. They are not taking the slow routes into the downtown area, but are free-wheeling on the shoulder by-pass lanes and watching the traffic sit there as they make it to their destination in a reasonably short period of time.

Commissioner Wedell said it sounds as if the Vision for Transit that creates suburban hubs has to be almost dead at this point because of the lack of money. There would be cutbacks and no expansion.

Mr. Sather said that there were two bonding proposals before the Legislature this past session. One contained \$32 million that was already authorized in 1992, but was unspent before June 30, 1994, and needed re-authorization. That bill passed and gave authorization to expend those funds. There was also a \$50 million bonding proposal for years 1996-97. That failed to get out of committee in the House. The \$32 million will keep transit operations on its fleet replacement program. A bus's life is 12 years. The average age of the fleet is 6.6 years.

Secondly, the \$32 million in bonding also allowed the Metropolitan Council to buy out the lease on Metro Mobility vehicles and start for the orderly replacement of those vehicles. When the Metro Mobility program was converted in October, 1993, the Regional Transit Board (RTB) through ATE (contractor in Cincinnati) leased 150 vehicles. The ongoing operating expense is just under a million dollars a year to

July 25, 1995

maintain those leases. Given the growth in the Metro Mobility service and the growth in certified riders in that program, it was very important that it be moved from an operating expense to a capital expense. The bonding that was approved does not leave funds for public facilities.

Commissioner Wedell said that reverse commute is important because there is a lot of economic development built upon that concept. When suburb to city transit service is reduced, the expectation that the suburbs are going to provide jobs for urban residents is doubtful.

Mr. Sather said that job opportunities will continue to grow. The problem for the region is going to be how are we going to get workers from their residential location to a job location. For example, cities such as Chanhassen and Eden Prairie have worked very hard to create, not just reverse commute through public transportation, but also private transportation and other means. They have developed some sophisticated car and van pools to meet the needs of the suburban employers in order to get their employees to the job site.

Commissioner Wedell said that if there is concentration on commercial industrial development, there is the possibility of 30,000 jobs at the arsenal property. If you can't get people from the city, then perimeter expansion occurs. The jobs move further out and then you have urban sprawl. The mission of the Met Council is to restrain that.

Chairman Finley said that if transit isn't provided, areas become less and less dense. Housing will follow where the jobs are located.

Commissioner Haigh asked how much is being spent on the Metro Mobility rider.

Mr. Sather said the average subsidy per trip is roughly \$12 for a Metro Mobility customer. Fares constitute about 10% of the overall revenue. It is a very expensive service to provide, but one that is mandated by Federal law. In June, the Met Council held a series of public hearings covering two objectives: (1) Reduce the service to the Americans with Disabilities Act (ADA) mandated area. If this position is adopted by the Met Council, six or seven communities (Plymouth, Maple Grove, a couple in the west Lake Minnetonka area, White Bear Township, Vadnais Heights, and others) currently being served by Metro Mobility will no longer be provided with this service. (2) Americans with Disabilities Act says that fares can be no greater than two times the current prevailing fare. Consideration is now being given to increasing the fares from \$2 per peak trip to \$2.45--\$2.75. Off-peak fares would be from \$1.75 up to \$2. A year ago, the program had 16,000 certified riders. Now, the number of certified participants in the program is in excess of 24,000.

Mr. Sather said that he is pleased to report that productivity in the Metro Mobility system has increased, but it's doubtful that the productivity will ever get to be a serious competitor for regular route transit.

Minutes

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
July 25, 1995

Commissioner Ortega asked about Mr. Sather's comment that service would be provided for designated geographic areas and outside those boundaries, it would be a private market.

Mr. Sather said the MCTO is trying to find a way to improve the productivity of the capital investment in vehicles. One of the ways to do that is to place a minimum criteria of number of trips that each vehicle will be required to take within a particular peak period. With suburban locations beyond Shoreview, for example, it would require a new way to deliver service.

Ms. DeSpiegelaere said Ramsey County will face some serious implications of federal cuts in the human services area, and asked Mr. Sather if he has any advice for a county such as Ramsey that will have serious impacts on people who rely on transit service in the face of federal, state, and local cuts. Are you forming partnerships with individuals to help address these issues?

Mr. Sather responded yes and that in early March, the American Public Transit Association, in conjunction with Amalgamated Transit Union and United Transportation Workers met in Washington, D.C. for a week for a legislative meeting. Part of the meeting was devoted to talking to respective congressional delegations and trying to find ways to preserve funding for public transportation. One of the questions raised was the reduction of welfare/social assistance/human services types of expenditures that the government is making. Mr. Sather also queried if they thought about the two issues together and what role public transportation can play in getting people from their place of residence to their job site or other destination. Government agencies today need to find new ways to forge new partnerships to deliver services. Help is needed to get inside the systems that have been set up and that have proven to be good for Ramsey County, and MCTO needs to find ways to meet the transportation needs of all our constituents.

There being no further matters to come before this board, Chairman Finley declared the meeting adjourned at 11:40 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
<u><i>K. LeSpiegel</i></u>
Authorized Signature
<u>8/10/95</u>
Date

Board Action Requested

Authorize Chair to vote in favor of Metro LRT Joint Powers Board budget and workplan.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Workplan for Metro LRT Joint Powers Board
 - 3) Budget for Metro LRT Joint Powers Board

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Budgeting and Accounting *Vern Wohlgast* 8-15-95

County Attorney *Deil Mac Keith*

Risk Manager _____

Documentation certified complete for:

August 22, 1995
Board Date

Butte Kurysh
Signature

8/17/95
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority, pursuant to Minnesota Statutes, participates as a member of the Metropolitan Light Rail Transit Joint Powers Board; and

WHEREAS, The Metropolitan Light Rail Transit Joint Powers Board will adopt a 1996 budget and work plan on September 6, 1995; and

WHEREAS, A copy of the proposed budget and workplan are attached; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to vote in favor of the proposed work plan and budget, which includes a maximum Ramsey County Regional Railroad Authority contribution of \$16,453, at the Metro Light Rail Transit Joint Powers Board meeting.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Hal Norgard	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Warren W. Schaber	_____	_____	_____
Brenda Thomas	_____	_____	_____
Richard Wedell	_____	_____	_____

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

METROPOLITAN LRT JOINT POWERS BOARD

Proposed 1996 Workplan

<i>Tasks</i>	<i>Meetings</i>
<u>Corridor Management Committee Activities</u>	On-going
Participation	
Independent Discussions	
Monitor Project Progress	
<u>Systems Standards</u>	On-going
Continue Review of Standards	
Peer Review	
<u>Examine Interim LRT/Transit Linkages</u>	On-going
<u>Method of Implementation for LRT</u>	March
Continue to Discuss Alternatives	
Adopt Recommendation to Corridor Management Committee and to Mn/DOT	
<u>Legislative Activities</u>	On-going
Monitor Session	
Promote Funding Legislation	
Prepare for 1997 Session	
<u>Adopt 1997 Budget/Workplan</u>	June
<u>Monitor Federal Funding Process</u>	On-going
<u>Community Involvement Program</u>	On-going
Participate in Metro Transit Education Committee	
Participate in Metropolitan LRT Business Partnership	
Manage Public Information Campaign	
<u>Comment on LRT Related Documents</u>	On-going
<u>Special Projects</u>	On-going

METROPOLITAN LIGHT RAIL TRANSIT JOINT POWERS BOARD
REVENUE AND EXPENDITURE BUDGET PREPARATION
FOR THE YEAR ENDING DECEMBER 31, 1996

REVENUES

Regional Railroad Authority	1994 Budget	1994 Actual	1994 Difference	1995 Budget	1995 Projected	1995 Difference	1996 Budget	Percentage Contribution
Anoka	\$20,790	\$20,790	\$0	\$10,593	\$10,593	\$0	\$10,969	18.8%
Carver	2,633	2,633	0	1,296	1,296	0	1,392	2.4%
Dakota	13,860	13,860	0	7,099	7,099	0	7,313	12.5%
Hennepin	30,030	30,030	0	15,833	15,833	0	16,453	28.1%
Ramsey	30,030	30,030	0	15,833	15,833	0	16,453	28.1%
Scott	3,188	3,188	0	1,634	1,634	0	1,681	2.9%
Washington	8,039	8,039	0	4,057	4,057	0	4,239	7.2%
Metropolitan Transit Commission	6,930	0	6,930	0	0	0	0	0.0%
SUBTOTAL—Contributions	115,500	108,570	6,930	56,345	56,345	0	58,500	100.0%
Interest Income	0	7,637	(7,637)	0	4,000	(4,000)	4,000	
Met Council Reimbursement	0	4,578	(4,578)	0	0	0	0	
Carryover From Prior Year	0	8,445	(8,445)	65,155	65,155	0	59,000	
TOTAL REVENUES	\$115,500	\$129,231	(\$13,731)	\$121,500	\$125,500	(\$4,000)	\$121,500	

EXPENDITURES

Account Description	1994 Budget	1994 Actual	1994 Difference	1995 Budget	1995 Projected	1995 Difference	1996 Budget
Administration/Policy Analysis	\$50,000	\$27,162	\$22,838	\$31,500	\$16,500	\$15,000	\$31,500
Public Information	25,000	34,788	(9,788)	75,000	40,000	35,000	75,000
Printing/Postage/Miscellaneous	5,000	2,001	2,999	5,000	5,000	0	5,000
Engineering Costs	20,000	0	20,000	10,000	5,000	5,000	10,000
Legislative Representation	10,000	125	9,875	0	0	0	0
Contingencies	5,500	0	5,500	0	0	0	0
TOTAL EXPENDITURES	\$115,500	\$64,075	\$51,425	\$121,500	\$66,500	\$55,000	\$121,500

REVENUES LESS EXPENDITURES	\$0	\$65,155	(\$65,155)	\$0	\$59,000	(\$59,000)	\$0
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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

8/11/95
Date

Board Action Requested

A) Approve the lease with Ray Anderson & Sons Companies, Inc. for an access roadway, fire lane, and parking area immediately adjacent to their property at 930 Duluth Street, St. Paul;

B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the lease on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachment.
3) Proposed lease

Budgeting and Accounting Vern Wablag 8-15-95

County Attorney Don MacTalb

Risk Manager Kevin G. Kaplan 8-15-95

Documentation certified complete for:

August 22, 1995

Board Date

Bette Kureysk
Signature

8/17/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority from Burlington Northern in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Ray Anderson and Sons Companies, Inc. is the owner of certain other parcels of land lying adjacent to and southerly of the Northeast Corridor between Atlantic and Duluth Streets in St. Paul, upon which buildings have been constructed on or near the boundary line of the right of way; and

WHEREAS, Deliveries to the northerly side of the Ray Anderson buildings which were previously made by rail have, since the abandonment of rail service, been made by vehicles operating over and along a portion of the right of way, pursuant to a lease executed between Ray Anderson and Burlington Northern which commenced May 1, 1990; and

WHEREAS, The construction of the City of St. Paul's trail upon the right of way will require RCRRRA to cancel the May 1, 1990 lease with Ray Anderson; and

WHEREAS, It is the desire of Ray Anderson to maintain vehicular access over and along a portion of the right of way to the northerly side of the building, in order to continue the delivery of materials necessary for the operation of its business and for fire protection purposes and parking; and

WHEREAS, Ray Anderson has requested a lease for the continued use of a 30 foot strip of the RCRRRA property immediately adjoining its property; and

WHEREAS, The granting of a lease for Ray Anderson's use of this property will not affect the future development potential of the corridor for light rail transit or trail use; Now, Therefore, Be It

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: August 22, 1995 No: R95-

Page 2 of 2

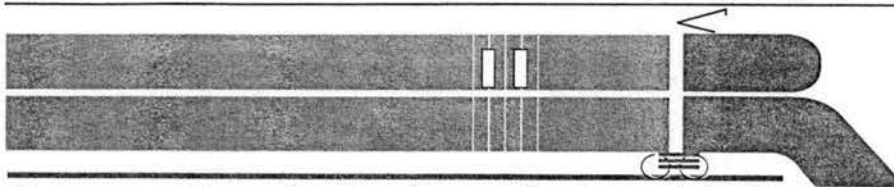
RESOLVED, That the lease to Ray Anderson and Sons Companies, Inc., for an access roadway, fire lane, and parking area immediately adjacent to their property at 930 Duluth Street, St. Paul is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the lease on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *JD*

SUBJECT: Lease agreement, 930 Duluth Street, St. Paul
Ray Anderson and Sons Companies, Inc.

DATE: August 11, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority (RCRRA) from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line.

RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and trail use.

Ray Anderson and Sons Companies, Inc. (Ray Anderson) is the owner of property located adjacent to and southerly of the Northeast Corridor between Atlantic and Duluth Streets in St. Paul. On May 1, 1990, prior to acquisition of the corridor by RCRRA, Ray Anderson entered into a lease agreement with BN which provided for an access roadway along the Northeast Corridor from Earl to Atlantic Streets.

The development of a trail on the corridor by the City of St. Paul will require that the May 1, 1990 lease be canceled.

The buildings located on the Ray Anderson property have been constructed on or near the boundary line of the right of way, and deliveries to and from the buildings were formerly made by rail. Since the abandonment of rail service, deliveries been made by vehicles operating over and along a portion of the right of way, pursuant to the lease agreement.

Ray Anderson has requested a lease for continued vehicular access over and along a portion of the right of way to the northerly side of its buildings, in order to continue the delivery of materials necessary for the operation of its business, and for fire protection purposes and parking.

RCRRA staff have negotiated a lease agreement with Ray Anderson to provide for its continued use of a 30 foot strip of the RCRRA property immediately adjoining the Ray Anderson property. The City's trail has been designed to accommodate Ray Anderson's continued use of this parcel. The lease also allows RCRRA to cancel the agreement on thirty days' written notice, thus it will not preclude future development of the corridor by RCRRA.

Rent for the lease will be \$1,490 per year, which is based on the fair market value of the property being leased. The term is ten years. Ray Anderson is also required to pay for the installation of a fence along the boundary of the leased premises.

Illustrations of the area and the proposed lease are attached.

Recommendation:

Approve the lease to Ray Anderson and Sons Companies, Inc., for an access roadway, fire lane, and parking area immediately adjacent to their property at 930 Duluth Street, St. Paul; and

Authorize the Chairman of the Regional Railroad Authority to execute the lease agreement on behalf of the Authority.

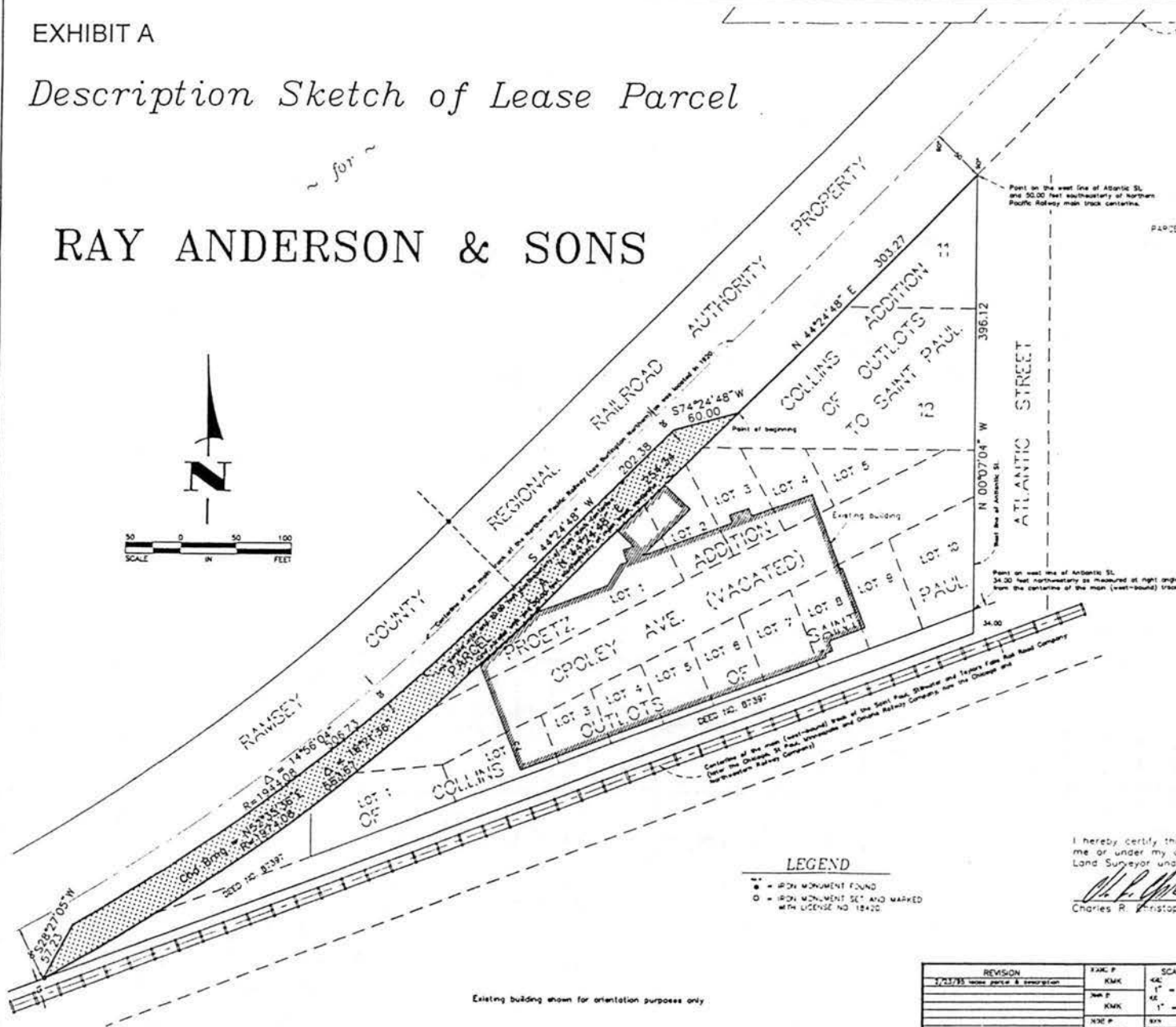
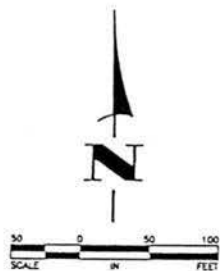
KD/blk
Attachments

4

EXHIBIT A

Description Sketch of Lease Parcel

RAY ANDERSON & SONS



PARCEL 4 DESCRIPTION

That part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 29, Range 22 described as follows:

Commencing at a point on the west line of Atlantic Street distant 34 feet northwesterly, measured at right angles, from the centerline of the main (west-bound) track of the St. Paul, Stillwater and Taylor Falls Railroad Company (later the Chicago, St. Paul, Minneapolis and Omaha Railway Company, now the Chicago and Northwestern Railway Company) as said main track centerline was originally located and established, thence North 00 degrees 07 minutes 04 seconds west, assumed bearing, along the west line of Atlantic Street a distance of 396.12 feet to a point on a line parallel with and distant 50.00 feet southeasterly, as measured at right angles, from the centerline of the main track of the Northern Pacific Railway (now Burlington Northern) as said main track was located in 1920; thence South 44 degrees 24 minutes 48 seconds west along said parallel line a distance of 303.27 feet; to the actual point of beginning of the land to be described; thence South 74 degrees 24 minutes 48 seconds west a distance of 60.00 feet to a point on a line parallel with and distant 20 feet southeasterly, as measured at right angles from the centerline of the main track of the Burlington Northern Railroad; thence South 44 degrees 24 minutes 48 seconds west along said parallel line a distance of 303.27 feet; thence continue parallel to said centerline southeasterly along a tangential curve concave to the northwest a distance of 509.71 feet; said curve has a radius of 1944.08 feet and a central angle of 14 degrees 58 minutes 04 seconds; thence South 28 degrees 27 minutes 00 seconds west a distance of 57.33 feet to a point at the intersection with a line parallel with and distant 50.00 feet southeasterly as measured at right angles from the centerline of said Burlington Northern Railroad and a line parallel with and distant 15.22 feet northwesterly as measured at right angles from the centerline of said west-bound track of the Chicago and Northwestern Railway Company; thence northwesterly along a nontangential curve concave to the northwest a distance of 363.97 feet; said curve is parallel with and 50.00 feet southeasterly of the said centerline of the main track of the Burlington Northern Railroad said curve has a radius of 1974.28 feet a central angle of 16 degrees 21 minutes 36 seconds and a chord that bears North 52 degrees 35 minutes 36 seconds East; thence North 44 degrees 24 minutes 48 seconds East parallel with and 50.00 feet southeasterly of said main track centerline a distance of 254.34 feet to the point of beginning.

Lease area: 22,912 sq. ft. or 0.53 acres

LEGEND

- = IRON MONUMENT FOUND
- = IRON MONUMENT SET AND MARKED WITH LICENSE NO. 18420

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

Charles R. Christopherson, M.S. License No. 18420

2/23/95
Date

REVISION	DATE	SCALE	Hakanson Anderson Assoc., Inc.	Description Sketch for Ray Anderson & Sons	SHEET
2/23/95	KMK	1" = 50'	202 North Street, Suite 200, St. Paul, MN 55102 612-227-1200 Fax 612-227-1201	2/02/95	1
	KMK	1" = 1"	402 West 11th St., Minneapolis, MN 55402 612-227-1200 Fax 612-227-1201	2/02/95	1
	KMK				
	KMK				
	KMK				
	KMK				
	KMK				
	KMK				
	KMK				
	KMK				

230301.DWG

EXHIBIT B
Location map

Northeast Corridor
right of way

Ray Anderson & Sons Companies
property location

LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Ray Anderson & Sons Companies, Inc., a Minnesota corporation, party of the second part (hereinafter referred to as "Ray Anderson").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land of varying widths located between the extensions of Earl Street and Atlantic Street in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, Ray Anderson is the owner of certain other parcels of land lying adjacent to and southerly of the right of way, upon which are located a building or buildings (hereinafter the "building") that were heretofore served by rail delivery, and have been constructed on or near the boundary line of the right of way; and

WHEREAS, deliveries to the northerly side of the building which were previously made by rail have, since the abandonment of rail service, been made by vehicle over and along a portion of the right of way, pursuant to a lease executed between Ray Anderson and Burlington Northern which commenced May 1, 1990; and

WHEREAS, through an agreement with RCRRA, the City of St. Paul will be constructing a recreational trail upon the right of way which will require RCRRA to cancel the May 1, 1990 lease; and

WHEREAS, it is the desire of Ray Anderson to maintain vehicular access over and along a portion of the right of way to the northerly side of the building, in order to continue the delivery of materials necessary for the operation of its business and for fire protection purposes; and

WHEREAS, it is the desire of RCRRA to allow Ray Anderson continued access to the building, provided that RCRRA's future use of the right of way is not precluded,

NOW THEREFORE, it is agreed as follows:

1. **Leased premises.** RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto Ray Anderson, and Ray Anderson does hereby take from RCRRA the premises, situated in the City of St. Paul, County of Ramsey, and State of Minnesota, described as follows:

That part of the Southeast Quarter of Section 28, Township 29, Range 22, lying within the following described lines:

Commencing at the Northeast corner of said Southeast Quarter; thence South 89 degrees 38 minutes 03 seconds West along the north line of said Southeast Quarter a distance of 550.17 feet to the southeasterly line of the property owned by RCRRA; thence South 44 degrees 24 minutes 48 seconds West along said southeasterly line a distance of 496.52 feet to the point of beginning of the land to be described; thence continuing along said southeasterly line South 44 degrees 24 minutes 48 seconds West a distance of 254.34 feet; thence continuing along said southeasterly line a distance of 563.67 feet southwesterly along the arc of a tangential curve, concave to the northwest, having a radius of 1974.08 feet and a central angle of 16 degrees 21 minutes 36 seconds; thence North 28 degrees 27 minutes 05 seconds East a distance of 57.23 feet to a point on a line parallel with and 30 feet northwesterly, as measured at right angles, from said southeasterly line; thence along said parallel line a distance of 506.73 feet northeasterly along the arc of a non-tangential curve, concave to the northwest, having a radius of 1944.08 feet and a central angle of 14 degrees 56 minutes 04 seconds and a chord that bears North 51 degrees 52 minutes 50 seconds East; thence continuing along said parallel line North 44 degrees 24 minutes 48 seconds East, tangent to the last described curve, a distance of 202.38 feet; thence North 74 degrees 24 minutes 48 seconds East a distance of 60.00 feet to the point of beginning,

(hereinafter referred to as the "leased premises").

2. Use. The leased premises shall be for the use of Ray Anderson, its agents, tenants, officers, employees, and invitees for access to the building, parking, and as a designated fire lane, and shall be limited to these specified uses. Ray Anderson will make no alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

Ray Anderson shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of Ray Anderson's or its tenants' business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. Term. The term of this lease agreement shall be ten (10) years, beginning on the _____ day of _____, 1995, and terminating on the _____ day of _____, 2005, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, Ray Anderson will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased

premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or Ray Anderson, normal wear and tear and damage from the elements excepted. If Ray Anderson shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the thirty (30) day time limit, its right to do so shall cease at the option of RCRRA, and Ray Anderson's title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of Ray Anderson without any liability for damages. Ray Anderson shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. **Termination.** Notwithstanding the provisions of paragraph 3 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon thirty (30) days advance notice in writing to the other party. The thirty days shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 21 hereof, if delivery is effectuated by means other than United States mail.
5. **Rent.** Ray Anderson shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of One Thousand Four Hundred Ninety DOLLARS (\$1,490.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1995, and \$1,490.00 on or before January 1, 1996 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease term will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.

6. **Utilities, services, and taxes.** Ray Anderson shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

Ray Anderson shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from Ray Anderson's use of the leased premises pursuant to this lease agreement.

7. **Maintenance and repairs.** Ray Anderson accepts the leased premises in the

"AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, Ray Anderson shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at Ray Anderson's sole cost and expense.

Ray Anderson shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for Ray Anderson or claimed to have been so furnished during the term of this lease agreement. Ray Anderson agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by Ray Anderson's misuse or abuse of said premises.

RCRRA shall not be liable to Ray Anderson or those claiming by, through, or under Ray Anderson for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by Ray Anderson or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of Ray Anderson or other tenants or occupants.

8. Indemnification. Ray Anderson hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, related to or arising out of Ray Anderson's use of the leased premises pursuant to this lease agreement.
9. Insurance. In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 8, Ray Anderson agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. General Liability Insurance

OPTION 1: Commercial General Liability Insurance

Minimum limits:

\$ 600,000	each event limit
\$ 1,000,000	general aggregate
\$ 1,000,000	products/completed operations total limit
\$ 600,000	personal injury & advertising liability

The policy is to be written on an occurrence basis or as acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

OPTION 2: Comprehensive General Liability Insurance

Minimum limits:

\$ 600,000 per occurrence
\$ 1,000,000 aggregate

Under both options 1 and 2, the following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

B. Automobile Liability Insurance

Minimum limit: \$600,000 Combined Single Limit
Coverage shall include: hired, nonowned and owned auto

C. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

\$ 500,000 per accident
\$ 500,000 per employee
\$ 500,000 per disease policy limit.

- D. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- E. All certificates of insurance shall name RCRRA as an additional insured and provide that the insurance company shall give thirty (30) days'

written notice to both Ray Anderson and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.

- F. Paragraphs 9.A. through 9.E. establish minimum insurance requirements, and it is the sole responsibility of Ray Anderson to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
 - G. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
 - H. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
10. Environmental concerns. Ray Anderson shall not create or permit any condition of the leased premises that could present a threat to human health or to the environment. Ray Anderson shall defend, indemnify and hold harmless RCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by Ray Anderson's, or those claiming by, through, or under Ray Anderson, use of the leased premises or violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use, or disposal of any such material. Ray Anderson shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the leased premises caused by Ray Anderson or any use of the leased premises by Ray Anderson or those claiming by, through, or under Ray Anderson, during Ray Anderson's period of occupancy or during Ray Anderson's use prior to the date of this lease agreement. Ray Anderson expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive the cancellation of this lease agreement. Ray Anderson agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until RCRRA discovers any such health or environmental impairment, and Ray Anderson hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

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

11. **Testing provision.** At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, Ray Anderson shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated areas, Ray Anderson's contractor shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of RCRRA. Copies of the results shall be forwarded to RCRRA by Ray Anderson to ensure that the leased premises are returned to RCRRA reasonably free of pollution and in compliance with all applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.
12. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by Ray Anderson, Ray Anderson shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with Ray Anderson diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and 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.
13. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and Ray Anderson shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Ray Anderson or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.
14. **Assignment and subletting.** Ray Anderson shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
15. **Condemnation.** If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. Ray Anderson agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned

or constructed by Ray Anderson.

16. **Compliance with laws, ordinances, and rules.** Ray Anderson agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the leased premises and/or the business it transacts on the leased premises. Ray Anderson shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the preservation of good order therein. Ray Anderson shall not permit the existence of any nuisance on the leased premises.
17. **Right of entry.** RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
18. **Non-exclusivity.** This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises by RCRRA, its employees, agents, licensees, and representatives or invitees. RCRRA reserves unto itself the right to place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to Ray Anderson for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with Ray Anderson's operations thereon.
19. **Relationship of the parties.** Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Ray Anderson, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and Ray Anderson other than the relationship of landlord and tenant.
20. **Amendments.** There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
21. **Notices.** Written notices required under this agreement shall be directed as follows:

RCRRA : Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: LNE018

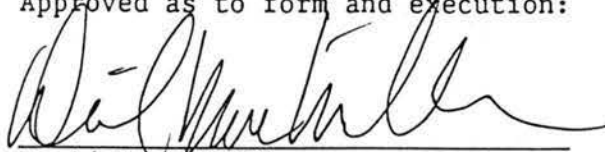
Ray Anderson: Ray Anderson & Sons Companies, Inc.
930 Duluth Street
St. Paul, MN 55106-3418

22. Counterparts. This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.
23. Headings. The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.
24. Other conditions.
 1. Ray Anderson agrees to procure and install, at its sole cost and expense, an 8 foot high chain link fence along the northwesterly boundary of the leased premises, and to maintain said fence for the duration of this lease agreement. This fence shall be and shall always remain the property of Ray Anderson. RCRRA acknowledges Ray Anderson's intention to erect this fence in conjunction with the construction of the City of St. Paul's recreational trail on the right of way, and that a temporary barricade shall be allowed to exist in place of the fence until the construction of the City's trail has commenced. This temporary barricade shall be constructed in a safe manner and shall be subject to the approval of RCRRA.
 2. It is hereby agreed that this lease agreement shall replace the May 1, 1990 lease agreement between Ray Anderson and Burlington Northern Railroad Company, and that the said May 1, 1990 lease agreement is hereby canceled.
25. Parties bound. This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

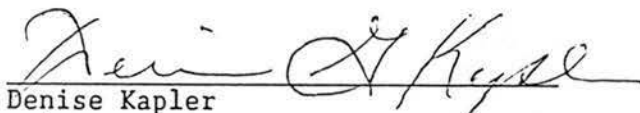


David F. MacMillan
Assistant Ramsey County Attorney

By

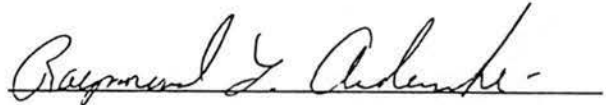
John T. Finley
Chair

Insurance approved:


Denise Kapler
Risk Management
5-6-85

RAY ANDERSON & SONS COMPANIES, INC.

By



Its

pres-

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE018

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

07-19-95

PRODUCER

AMERICAN AGENCY ST LOUIS PARK
5851 CEDAR LAKE RD
PO BOX 16527
MINNEAPOLIS, MN 55416-0527

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY
THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	OHMS/Minnesota Assigned Risk Plan
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

RAY ANDERSON & SONS CO INC
930 DULUTH ST
ST PAUL, MN 55106

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WCA-010162-00	02-06-95	02-06-96	STATUTORY LIMITS EACH ACCIDENT \$ 100,000 DISEASE-POLICY LIMIT \$ 500,000 DISEASE-EACH EMPLOYEE \$ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

KMI

CORPORATE OFFICERS ARE COVERED BY POLICY

CERTIFICATE HOLDER

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
65 RAMSEY CNTY GOV'T CTR
50 W KELLOGG BLVD
ST PAUL, MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
07/18/95

PRODUCER

AMERICAN / THOM AGENCY

P O BOX 87
WACONIA

MN 55387

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

NORTH RIVER INSURANCE CO.

COMPANY
B

UNITED STATES FIRE INS. CO.

COMPANY
C

COMPANY
D

INSURED

RAY ANDERSON & SONS

930 DULUTH ST
ST PAUL

MN 55106

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT	5031328599	11/25/94	11/25/95	GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	1336161213	11/25/94	11/25/95	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

RAMSEY CO REG RAILRD AUTHORITY
665 RAMSEY CO GOVMT CTR W
50 W KELLOGG BLVD
ST PAUL, MN 55102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roger Henderson

07 B

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY <i>K. DeSpiegelaere</i> Authorized Signature <i>8/11/95</i> Date

Board Action Requested

- A) Approve the permit to William and Marna Freeman for the continued location of a fence on the RCRRA NE Corridor adjacent to their property at 1550 English Street, St. Paul;
- B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere
3) Proposed lease

--

Budgeting and Accounting *Vern Wablar 8-15-95*
County Attorney *Deit M. Hall*
Risk Manager *Daniel G. Kaplan 8-15-95*

Documentation certified complete for:

<u>August 22, 1995</u> Board Date	<u><i>Bette Kureysk</i></u> Signature	<u>8/17/95</u> Date
--------------------------------------	--	------------------------

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a fence adjacent to the residence at 1550 English Street in St. Paul; and

WHEREAS, The encroaching parties, William and Marna Freeman, have requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

WHEREAS, The consideration for this permit will be \$100 annually, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the proposed permit, a copy of which is attached, is approved; and Be It Further

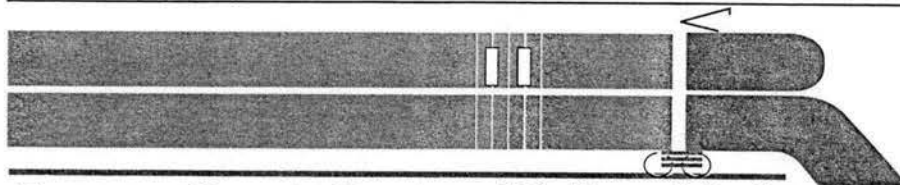
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the permit on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KD*

SUBJECT: Encroachment permit, 1550 English Street
William and Marna Freeman

DATE: August 10, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan which provides management guidelines for the property.

When the property was acquired by RCRRA, it was subject to various types of private encroachment by neighbors to the corridor. RCRRA staff have been addressing these situations on a case by case basis, using the guidelines as outlined in the Management Plan.

The property at 1550 English Street is enclosed by a fence which encroaches onto the RCRRA property. This fence was established without a written agreement prior to RCRRA acquisition of the corridor. The owners of 1550 English Street, William and Marna Freeman, have requested a permit for the continued use of the RCRRA property.

This section of the corridor will not be improved with trails during the next few years, and the granting of the attached permit will not preclude future development of the corridor by RCRRA.

Page 2

Consideration for this permit will be \$100 per year, with the permit fee based on fair market value of the property being used. The permit can be canceled by RCRRA at any time upon 30 days written notice.

Recommendation:

Approve the permit to William and Marna Freeman for the continued location of a fence on the RCRRA Northeast Corridor adjacent to their residence at 1550 English Street, St. Paul;

Authorize the Chairman of the Regional Railroad Authority to execute the permit on behalf of the Authority.

KD/blk
Attachments

PERMIT

This permit, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and William Everett Freeman and Marna P. Freeman, husband and wife, as joint tenants, parties of the second part (collectively hereinafter referred to as "Permittee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land 100 feet in width located between Arlington Avenue and Idaho Street in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, the Permittee is the owner of a certain other parcel of land which lies adjacent to and westerly of the right of way, described as follows:

Lots 1 and 2;
The North 1/2 of Lot 3;
all in Block 1, Lakeview Addition No. 1,

(hereinafter the "property"); and

WHEREAS, the correct location of the boundary lines of the right of way area as shown upon the plat of survey attached hereto as Exhibit A; and

WHEREAS, the Permittee has constructed or caused to be constructed on the right of way a fence running north and south and enclosing a part thereof with the said property of the Permittee, the location of which fence is correctly shown upon Exhibit A; and

WHEREAS, the Permittee has requested a written agreement to provide for the continued location of the fence upon the right of way; and

WHEREA, RCRRA is desirous of cooperating with the Permittee, provided its future options for developing the right of way are not precluded,

NOW THEREFORE, in order to define the rights of the respective parties at the present and in the future, it is agreed as follows:

1. Admission of No Right. The Permittee agrees that the correct location of the boundary line between the property and the right of way is as shown upon Exhibit A, which is incorporated by reference and hereby made a part of this permit, and that the fence stands upon the right of way. The Permittee does not now, nor will it hereafter claim any right or title to the right of way

by reason of past, present, or future occupancy thereof.

2. **License to Use.** RCRRA agrees that the Permittee may use and enjoy all that portion of the right of way which is presently occupied by the fence and that portion of the right of way between the fence and the property, as shown on Exhibit A (hereinafter the "premises"), subject to the restrictions outlined in paragraph 5 of this permit, and may maintain the fence where it now stands.
3. **Consideration.** In consideration of the foregoing the Permittee will pay to RCRRA as rent for the use of the premises, the sum of One Hundred Dollars (\$100.00) per year, as an acknowledgment that the use and enjoyment of the premises is under this permit, and not otherwise. This payment shall be non-refundable should this permit terminate for any reason prior to the end of the annual term.
4. **Termination.** RCRRA may terminate this permit at any time by giving thirty (30) days notice in writing to that effect to the Permittee, and thereupon the Permittee shall immediately remove the fence from the right of way and restore the premises to the satisfaction of RCRRA. If the Permittee shall fail so to do, RCRRA may remove or otherwise dispose of the fence as it sees fit at the expense of the Permittee, without any liability for damages.
5. **Prohibited Uses.** The following uses of the premises by the Permittee are prohibited:
 - a. The construction, installation, or placement of additional walls, fencing, billboards, structures, or physical site improvements of any kind.
 - b. The obstruction of waterways, lines of drainage, or utilities, if any.
 - c. Burning or disking operations to control or kill trees, brush and other vegetation.
 - d. The dumping of any materials whatsoever, natural or manufactured, or the accumulation of junk, debris, or other unsightly materials.
 - e. The use, storage, treatment, transport, manufacture, handling, or production of any hazardous substance.
6. **Taxes.** The Permittee shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
7. **Indemnification.** The Permittee shall hold harmless and indemnify RCRRA, its commissioners, agents, and employees, from and against any and all liability, costs, claims for damages, actions, or causes of action arising out of its use of the premises pursuant to this permit.
8. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions set forth in paragraph 7, the Permittee agrees to purchase and maintain in force during the entire term of this permit a policy of General Liability Insurance with a minimum coverage limit of \$300,000. RCRRA shall be added as an additional insured on the policy and a certificate of insurance evidencing such coverage shall be provided by the

Permittee to RCRRA. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.

9. **Non-exclusivity.** This agreement is non-exclusive and the license herein granted is subject to the outstanding rights of others to occupy the premises.
10. **Assignment.** The Permittee shall not transfer, assign, or sublet its interest in this permit without the prior written consent of RCRRA.
11. **Notices.** Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102

and to the Permittee at:

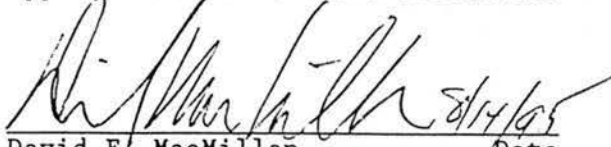
William E. and Marna P. Freeman
1550 English Street
St. Paul, MN 55106-1125

12. **Removal.** Subject to the provisions of paragraph 4 hereof, it is the intention of the parties hereto that this permit and the covenants herein contained shall remain in force and effect only so long as the present fence shall remain standing upon the right of way; upon the removal or destruction of the fence all rights of the Permittee here agreed upon shall cease.

IN WITNESS WHEREOF, the parties hereto have signed this permit on the day and year first above written.

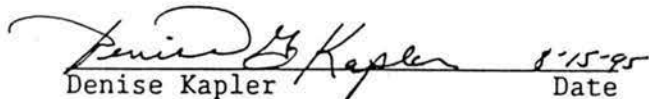
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan Date
Assistant Ramsey County Attorney

By _____
John T. Finley Date
Chair

Insurance approved:


Denise Kapler Date
Risk Management

PERMITTEE:

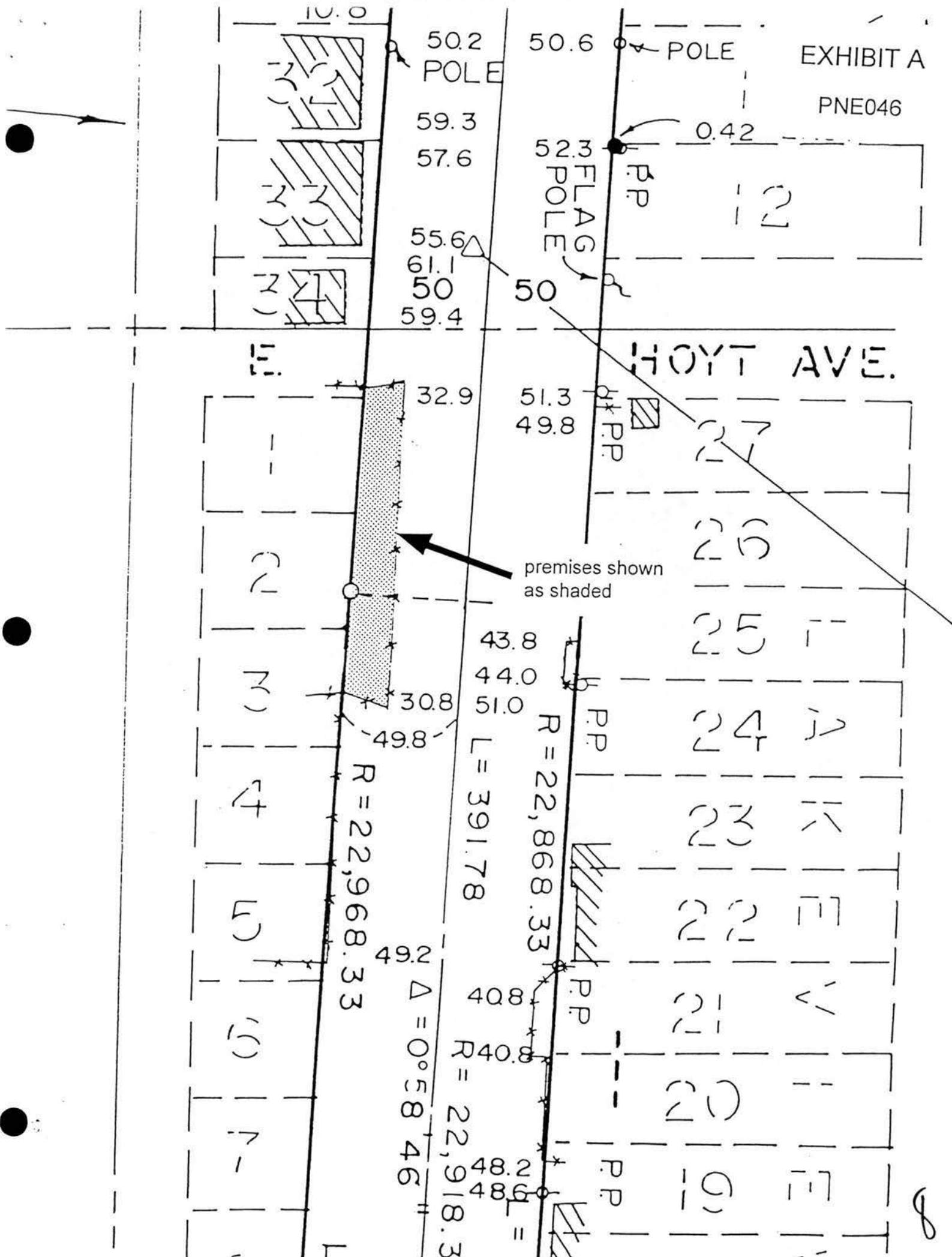
William E. Freeman 8/4/95
William Everett Freeman Date

Martha P. Freeman 8/4/95
Martha P. Freeman Date

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: PNE046

EXHIBIT A

PNE046



MINNESOTA HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) MN

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI.

PLEASE READ YOUR POLICY

POLICY NUMBER 22-P74860-01

MORTGAGEE

LEADER FEDERAL BANK FOR SAVINGS
ITS SUCCESSORS AND/OR ASSIGNS AND
BENEFICIARIES ATIMA
PO BOX 336
MEMPHIS TN 38101-0336

NAMED INSURED

FREEMAN, WILLIAM E & M P
1550 ENGLISH
ST PAUL MN 55106-1125

EFFECTIVE 7/28/95
FROM 06-21-95 UNTIL CANCELED

COVERAGES AND LIMITS PROVIDED

001 FAMILY FRAME DWELLING IN TOWN CLASS 3

SECTION I	LIMITS
DWELLING	\$ 132,600
PERSONAL PROPERTY ON PREMISES	\$ 99,500
PERSONAL PROPERTY OFF PREMISES	100% SUBJECT TO POLICY LIMITATION
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	
DEDUCTIBLE AMOUNT - ALL PERIL	\$ 250

SECTION II

PERSONAL LIABILITY	\$ 300,000
MEDICAL EXPENSE	\$ 1,000

ADDITIONAL PROTECTION/ENDORSEMENTS

- ENVIRONMENTAL/PERSONAL POLLUTION DAMAGE COV (END 523 ED 9/94)
- OPTION 12 - NAMED ADDITIONAL INSURED(S)
- OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS
- OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE

THIS POLICY INCLUDES INCREASED BUILDING REPLACEMENT COVERAGE.

BILL MTGE AT RENEWAL

LATEST BUILDING COST INDEX FROM BOECKH IS 523

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED
REPRESENTATIVE

Richard D. Harlow
President

James F. Edrington
Secretary

AGENT 287-062

RICHARD D HARLOW
2275 N MCKNIGHT ROAD #3
NORTH SAINT PAUL MN 55109-2813

USERID CED001
TC 27
ENTRY DATE 07-25-95

ADDITIONAL PROTECTION SCHEDULE ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Additional Protection Schedule Endorsement previously a part of this policy.

POLICY NUMBER

22-P74860-01]

EFFECTIVE DATE

ADDITIONAL PREMIUM

RETURN PREMIUM

ISSUED TO

AGENT

☐ OPTION 5 - OFFICE, SCHOOL, OR STUDIO USE

Coverage B Limit for **business** personal property: \$5000

Additional Limit:

Description of Office, School or Studio Occupancy on the Premises:

☐ OPTION 6 - BUSINESS PURSUITS

Description of Insured's business:

☐ OPTION 7 - ADDITIONAL PREMISES COVERAGE

Description of Premises:

Location:

☒ OPTION 12 - NAMED ADDITIONAL INSURED(S)

Location of Premises:

1550 ENGLISH ST PAUL MN

Name and Address of Additional Insured(s):

Type of Interest:

FILE #PNE 046

RAMSEY CO REGIONAL RAILROAD AUTHORITY

RAMSEY CO GOVT CTR W STE 665

50 W KELLOGG BLVD

ST PAUL MN 55102-1657

☐ OPTION 13 - OTHER STRUCTURES

Identification of Structures(s):

Additional Limit:

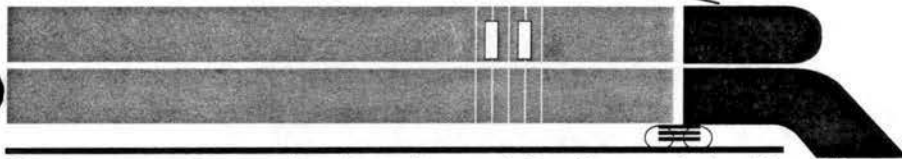
All other terms remain unchanged.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN

COUNTERSIGNED

Henry A. Pini
PRESIDENT

James F. Edmister
SECRETARY



Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

Agenda

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SPECIAL MEETING

TUESDAY, SEPTEMBER 12, 1995

11:00 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

1. * Approve the 1996 Proposed Maximum Net Tax Levy for the Truth in Taxation Notice of \$49,882, which, in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1995.

The 1996 budget for the Regional Railroad Authority will be adopted in December, 1995.

* Action is requested.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

8/30/95
Date

Board Action Requested

Approve the 1996 proposed net tax levy for the Truth in Taxation Notice of \$49,882 which, in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1995. The budget for the Regional Railroad Authority will be adopted in December, 1995.

ACTION IS REQUESTED

Request Justification

See attached:

- 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere
- 3) Proposed budget information

Budgeting and Accounting

Mark Johnson 9/6/95

County Attorney

Steve DeLo 9/6/95

Risk Manager

Documentation certified complete for:

September 12, 1995

Board Date

Bette Kuey
Signature

9/7/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____
Page 1 of 2

WHEREAS, The Truth in Taxation law requires the Ramsey County Regional Railroad Authority to certify a proposed net tax levy each year to the Property Records and Revenue Department (County Auditor); and

WHEREAS, The Minnesota Department of Revenue has notified the Ramsey County Regional Railroad Authority that the proposed tax levy to finance the 1996 budget must be certified by September 15, 1995; and

WHEREAS, A provision of the Truth in Taxation law is that the approved net tax levy after Homestead and Agricultural Credit Aid (HACA) for the 1996 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1995; and

WHEREAS, The State of Minnesota has certified that the Ramsey County Regional Railroad Authority 1996 HACA amount is \$392,842 and the payable 1996 fiscal disparity distribution is \$49,872; and

WHEREAS, The HACA amounts provided by the State are to be subtracted from the total levy; Now, Therefore, Be It

RESOLVED, That the following information is approved relating to the 1996 certified levy:

Proposed budget	\$ 434,043
Less estimate revenue	0
Proposed tax levy	\$ 434,043
Plus allowance for uncollectible taxes (2%)	8,681
Gross tax levy	\$ 442,724
Less Homestead and Agricultural Credit Aid	(392,842)
NET TAX LEVY CERTIFIED	\$ 49,882
Less fiscal disparities distribution which shall be deducted by the County Auditor	(49,872)
NET TAX TO BE PAID BY PROPERTY OWNERS	\$ 10 =====

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

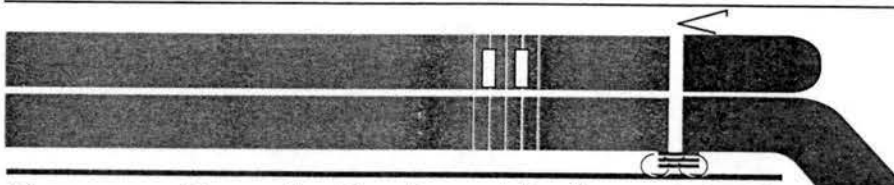
Page 2 of 2

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

2



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KA*

SUBJECT: 1996 Budget -- Proposed Tax Levy for Truth in Taxation
Notice

DATE: August 30, 1995

The Truth in Taxation law requires the Ramsey County Regional Railroad Authority to certify a proposed net tax levy each year to the Property Records and Revenue Department. The Minnesota Department of Revenue has notified the Authority that the proposed net tax levy to finance the 1996 budget must be certified by September 15, 1995.

An important provision of the Truth in Taxation law is that the approved net tax levy for the 1996 budget cannot be more than the proposed net tax levy certified by the Ramsey County Regional Railroad Authority (RCRRA) by September 15, 1995. The 1996 budget is to be adopted by the Railroad Authority in December, 1995.

The 1996 Homestead and Agricultural Credit Aid (HACA) for Ramsey County Regional Railroad Authority and fiscal disparity distribution will supply the funding for the 1996 Regional Railroad Authority budget, with the exception of \$10.00. The 1995 net tax levy by the Regional Railroad Authority was \$305,655. The 1996 net tax levy is proposed to be \$49,882, a decrease of \$255,773.

Budget requested for 1996

\$ 434,043

This budget will allow continuation of Rail Authority activities which in 1996 are anticipated to include:

- o Staffing the statutorily required Metro Light Rail Transit Joint Powers Board; executing tasks requested by the Board.
- o Monitoring state and federal legislation relating to transit.
- o Negotiating for purchase of right of way.
- o Monitoring state and regional transportation plan development and advocating for inclusion of projects important to Ramsey County.
- o Assisting in staffing the Transit components of the Ramsey County Strategic Plan.
- o Representing the Railroad Authority's interests in meetings on the Phalen Corridor Initiative.
- o Participating on the County Manager's Management Team and committee assignments of the Team.
- o Reviewing and responding to plans that impact potential LRT locations.
- o Managing 6.5 miles of right of way owned by the Rail Authority, including handling leases, permits, encroachments, and structures issues.
- o Participating in the work of the Metropolitan Transit Education Committee with other agencies to encourage citizens to use transit.
- o Preparing documentation and staffing Railroad Authority meetings.
- o Coordinating work with other transit agencies throughout the U.S. who have built or are in the process of building LRT systems.
- o Responding to questions and comments from the public about transit and light rail transit.
- o Coordinating and managing projects that may be initiated by the Joint Lead Agencies of the Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, and Ramsey County Regional Railroad Authority.

The 1996 budget request is a decrease of \$405,455 from the 1995 budget. The Railroad Authority will have fewer staff on loan from county departments (a decrease from 3.53 FTE in 1995 to 2.2 FTE) for its work in 1996 and reductions in payments to the respective departments will be the result.

This budget does not include funding for two projects which have a potential to be initiated in 1996. If projects such as the (1) Central Corridor preliminary engineering or (2) acquisition of the additional right of way in the Northeast Corridor to connect to right of way already owned by the Authority are initiated, at that time staff would request the Authority to appropriate additional funds from fund balance.

Budget and levy information proposed for 1996 is as follows:

Proposed budget	\$ 434,043
Less estimated revenue	0

Proposed tax levy	\$ 434,043
Plus allowance for uncollectible taxes - 2%	8,681

Gross tax levy	\$ 442,724
Less Homestead and Agricultural Credit Aid	(392,842)

Net tax levy certified	\$49,882
Less fiscal disparities distribution which shall be deducted by the County Auditor	(\$49,872)
Net tax to be paid by property owners	\$ 10
	=====

Since the 1996 fiscal disparity distribution dollars are based in part upon the local tax rate for the Authority's 1995 budget, an estimated \$49,872 will be received from the fiscal disparity pool in 1996. However, because the local tax rate for the Authority's 1996 budget would be virtually zero, there will be no fiscal disparity distribution for the Authority in 1997.

The reason for recommending that a net tax be paid by property owners is so that the Authority can collect the full amount of HACA from the State. If the gross tax levy for the Authority is less than the certified HACA, the Minnesota Department of Revenue would reduce the 1996 July and December aid payments to the Authority by the amount of the excess HACA.

KD/blk

Tax Levy Statement
Ramsey County Regional Railroad

	1995 Actual	1996 Proposed	Inc/ (Dec)	Percent Inc/(Dec)
Budget	\$ 839,498	\$ 434,043	(\$ 405,455)	(48.3%)
<u>Financing</u>				
Interest on Investments	\$ 150,000	\$ 0	(\$ 150,000)	(100.0%)
Property Taxes	689,498	434,043	(255,455)	(37.0%)
Allowance for Uncollectible	13,790	8,681	(5,109)	(37.0%)
TOTAL TAX LEVY	703,288	442,724	(260,564)	(37.0%)
Less: HACA	(397,633)	(392,842)	(4,791)	(1.2%)
NET TAX LEVY	\$ 305,655	\$ 49,882	(\$ 255,773)	(83.7%)

Net Tax Capacity Values and Rates
And Tax Comparisons
Ramsey County Regional Railroad

	1995 Actual	1996 Proposed	Inc/ (Dec)	% Inc/ (Dec)
Net Tax Capacity	\$341,024,900	\$355,141,802	\$14,116,902	4.1%
Local Tax Rate	0.080%	0.000%	(0.080%)	(100.0%)

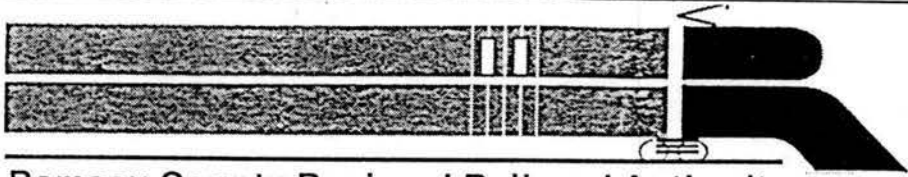
Taxable Market Value	\$16,352,470,700	\$16,781,971,800	\$429,501,100	2.6%
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Tax Comparisons

Home with a Taxable Market Value of:	<u>\$50,000</u>	<u>\$72,000</u>	<u>\$115,000</u>	<u>\$150,000</u>
1996 Net Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1995 Net Tax	0.40	0.58	1.26	1.82
Inc/(Dec)	\$ (0.40)	\$ (0.58)	\$ (1.26)	\$ (1.82)
% Inc/(Dec)	(100.0%)	(100.0%)	(100.0%)	(100.0%)

Commercial Property with a Taxable Market Value of:	<u>\$100,000</u>	<u>\$500,000</u>	<u>\$1,000,000</u>
1996 Net Tax	\$ 0.00	\$ 0.00	\$ 0.00
1995 Net Tax	2.40	17.12	35.52
Inc/(Dec)	\$ (2.40)	\$ (17.12)	\$ (35.52)
% Inc/(Dec)	(100.0%)	(100.0%)	(100.0%)

Department Summary



Ramsey County Regional Railroad Authority

Kathryn DeSpiegelaere, Director

665 RCGC-West

266-2762

MISSION STATEMENT

REGIONAL RAILROAD AUTHORITY

Ramsey County Regional Railroad Authority is dedicated to a long-range vision of transit services to meet changing needs for today and for succeeding generations.

The Authority strives to shape the future of Ramsey County and the region by preserving options for rail transit corridors and by providing rail transit services.

The Authority shall respond to the changing transit needs of the County's citizens in a manner that is sensitive to the financial impact to County taxpayers.

The Authority is committed to planning of integrated transportation services in cooperation with other agencies.

The Authority will encourage continuing community participation in its deliberations and decision-making process.

ADDITIONAL INFORMATION

The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state.

The registered office of this Authority shall be situated in St. Paul, County of Ramsey, Minnesota.

Neither the State of Minnesota, the County of Ramsey, nor any other political subdivision is liable for obligations of the Authority.

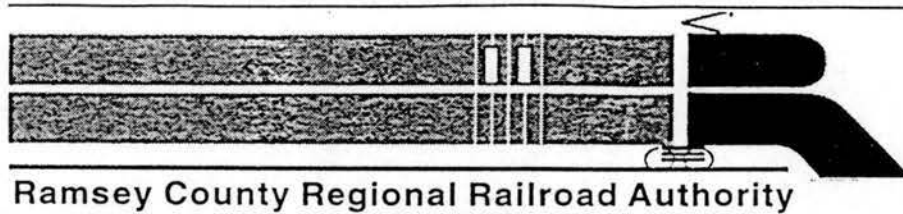
There will be an appropriate citizen participation component, including municipalities, in the rail authority process.

The corporate existence was created and filed with the Secretary of State, Minnesota, on June 9, 1987.

ORGANIZATION

The Ramsey County Regional Railroad Authority consists of the seven Ramsey County Commissioners.

Department Summary



MAJOR DEPARTMENT ACTIVITIES AND ACCOMPLISHMENTS

REGIONAL RAILROAD AUTHORITY

LISTED BELOW ARE THE DEPARTMENT'S EFFORTS AND SUCCESSES IN MEETING THE PRIORITY GOALS AS IDENTIFIED BY THE RAMSEY COUNTY BOARD OF COMMISSIONERS.

TO PLACE INCREASED EMPHASIS ON THE PREVENTION OF PROBLEMS AND FUTURE NEEDS RATHER THAN SOLUTIONS TO PROBLEMS.

1. Light rail transit, the major project of the Regional Railroad Authority, has preventative goals of easing congestion and the need for roadway expansion. It would provide economic development benefits and access to jobs and services.
2. Rail Authority staff participated in the Metropolitan Transit Education Committee. The focus of the committee in 1995 was on developing a school curriculum for fifth through eighth grade students about transit and to encourage their use of it. Increased transit use and reduced auto use would have environmental, economic, and social benefits.
3. The Rail Authority has purchased and is in conversations with railroad companies about purchasing right of way previously used for freight operations. The land is purchased for future needs for space for light rail transit.

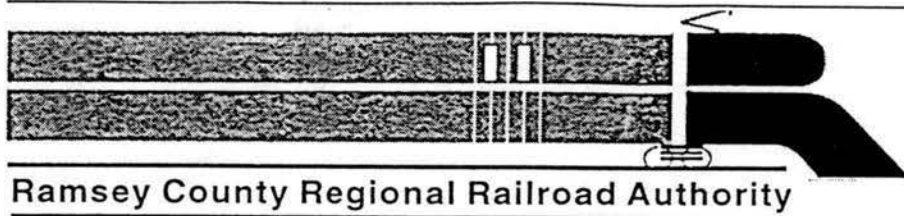
TO DEVELOP ALTERNATIVE WAYS AND METHODS OF DELIVERING COUNTY SERVICES.

1. Light rail transit is an alternative means of transit use. In cities where it has been constructed, it has succeeded as an alternative to single occupant auto use, attracting both former bus and former auto users.

TO DETERMINE ALTERNATIVE METHODS FOR FINANCING COUNTY GOVERNMENT IN A COUNTY WITH LIMITED OR NO-GROWTH FUNDING AND APPROXIMATELY 30 PERCENT OF ITS PROPERTY NON-TAXABLE, FUNDING INCREASING DEMANDS IN STATE AND FEDERAL MANDATED SERVICES.

1. The Regional Railroad Authority Commissioners have adopted goals which include reducing reliance on property taxes for transit services. Consequently, Commissioners and staff are often involved in studies and legislative initiatives related to sources and support for alternative means of funding transit.
2. Grant funds from the state and federal government have been sought and received in previous years. The funds provide alternatives to funding planning, engineering, and right of way acquisition solely with property tax levies.

Department Summary



Ramsey County Regional Railroad Authority

TO FOSTER INCREASED INTERGOVERNMENTAL COOPERATION WITH MUNICIPALITIES, SCHOOL DISTRICTS, OTHER COUNTIES, STATE AND FEDERAL GOVERNMENTS, AND OTHER GOVERNMENTAL UNITS.

1. Rail Authority work includes participation in Central Corridor projects with joint lead agencies of the Minnesota Department of Transportation and Hennepin County Regional Railroad Authority.
2. Ramsey County Regional Railroad Authority is a member, with the six other metro county railroad authorities, of the Metro LRT Joint Powers Board.
3. In managing right of way owned by the Rail Authority, the Authority allows trail use of its property by St. Paul and Ramsey County Parks Departments. The Authority participates in discussions with St. Paul and others about the Phalen Corridor project, which impacts Rail Authority-owned property.

TO REFLECT AND RECOGNIZE THE DIVERSITY OF THE POPULATION WITHIN RAMSEY COUNTY, BOTH IN THE MAKE-UP OF THE COUNTY WORKFORCE AND IN THE PROVISION OF COUNTY-FINANCED SERVICES AND PROGRAMS.

1. The Central Corridor light rail transit project serves a diverse population of St. Paul residents. The area where it would be located is heavily transit dependent.
2. The Rail Authority participates on committees and groups related to the Phalen Corridor Initiative, a project designed to benefit the diverse East Side area of St. Paul.

Department Summary

Ramsey County Regional Railroad Authority

EXPENDITURE/APPROPRIATION SUMMARY BY COST CENTER

RC REGIONAL RAILROAD AUTHORITY

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
TAX LEVY COST CENTERS							
59101	Regional Railroad Administration	272,175	325,621	527,148	378,618	378,618	
59109	Northeast Corridor Maintenance	60,761	202,057	143,100	55,425	55,425	
59110	Central Corridor AA/DEIS	48,392	71,641	27,150	-	-	
59111	Central Corridor Preliminary Engineering	-	-	142,100	-	-	
	Total Expenditure/Appropriation—Tax Levy	381,328	599,319	839,498	434,043	434,043	
GRANT COST CENTERS							
59103	Phase I Preliminary Engineering & EIS	8,704	-	100,959	- *	- *	
59105	Phase II PE—Midway Corridor	991,159	128,184	839,446	- *	- *	
59106	Right-of-Way Acquisition	12,799	1,179	5,790	- *	- *	
59108	South Corridor Study	-	-	2,380	- *	- *	
	Total Expenditure/Appropriation—Grants	1,012,662	129,363	948,575	- *	- *	
	Total Expenditure/Appropriation	1,393,990	728,682	1,788,073	434,043	434,043	

* Note: The unexpended balances in the Grant Cost Centers will be carried forward in to 1996.

REVENUE/ESTIMATED REVENUE SUMMARY BY COST CENTER

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
TAX LEVY COST CENTERS							
59101	Regional Railroad Administration	339,978	339,978	150,000	-	-	
	Total Revenue/Estimated Revenue—Tax Levy	339,978	339,978	150,000	-	-	
GRANT COST CENTERS							
59103	Phase I Preliminary Engineering & EIS	8,704	8,704	-	-	-	
59105	Phase II PE—Midway Corridor	991,159	991,159	-	-	-	
59106	Right-of-Way Acquisition	12,799	12,799	-	-	-	
59108	South Corridor Study	-	-	-	-	-	
	Total Revenue/Estimated Revenue—Grants	1,012,662	1,012,662	-	-	-	
	Total Revenue/Estimated Revenue	1,352,640	1,352,640	150,000	-	-	

OVERALL TAX LEVY SUMMARY

Tax Levy	833,333	837,831	689,498	434,043	434,043	
Allowance for Uncollectible Tax—2%	16,667	16,757	13,790	8,681	8,681	
Total Tax Levy	850,000	854,588	703,288	442,724	442,724	
Less HACA	(391,345)	(395,933)	(397,633)	(392,842)	(392,842)	
Net Tax Levy	458,655	458,655	305,655	49,882	49,882	
Inc/(Dec) From 1995				(255,773)	(255,773)	
% Inc/(Dec) From 1995				-83.68%	-83.68%	

Department Summary

Ramsey County Regional Railroad Authority

EXPLANATION OF MAJOR CHANGES (REQUESTED)

REGIONAL RAILROAD AUTHORITY

LISTED BELOW ARE THE MAJOR ITEMS THAT HAVE CONTRIBUTED TO CHANGES IN THE DEPARTMENT'S APPROPRIATION AND REVENUE OVER THE PREVIOUS YEAR. THIS MAY NOT EQUAL THE DIFFERENCE OVER 1995 AS ONLY THE MAJOR CHANGES ARE LISTED HERE.

Description	1996 Appropriation	1996 Revenue	1996 Levy
Dollar decrease over 1995	(\$405,455)	(\$150,000)	(\$255,455)
Percent decrease over 1995	(48.30%)	(100%)	(37.05%)
1. STAFFING	(\$250,859)	0	(\$250,859)

Regional Railroad Authority work has been completed by loaned employees from County departments. In 1996, staffing needs are anticipated to be less than for 1995, with budget reductions as follows:

Position	Estimated 1995 FTE's	Estimated 1996 FTE's
Director	1.0	1.0
Community Participation Coordinator	0.7	0
Administrative Secretary	1.0	1.0
Right of Way Specialist	0.5	0.2
Administrative Secretary assistance from County Manager's office	0.33	0
TOTAL	3.53	2.2
Decrease = (1.33 FTE)		

County Project Management Services and County Manager's Services

Cost Center	1995 amount	1996 amount
59101 General Administration	\$ 220,200	\$ 183,807
59109 Northeast Corridor	69,000	9,534
59110 Central Corridor Alternatives Analysis	25,000	0
59111 Central Corridor Preliminary Engineering	130,000	0
TOTAL	\$ 444,200	\$ 193,341
Decrease = (\$250,859)		

Department Summary

Ramsey County Regional Railroad Authority

EXPLANATION OF MAJOR CHANGES (REQUESTED)

REGIONAL RAILROAD AUTHORITY

Description	1996 Appropriation	1996 Revenue	1996 Levy
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2. NORTHEAST CORRIDOR MAINTENANCE	(\$28,209)	0	(\$28,209)
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With the construction of trails on the Northeast Corridor right of way, the City of St. Paul and County Parks Department have assumed responsibility for routine clean-up and maintenance of the right of way owned by the Regional Railroad Authority. Repair of structures, such as walls and bridges, would continue to be done by the Railroad Authority, however.

3. THE METRO LRT JOINT POWERS BOARD	(\$6,367)	0	(\$6,367)
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The Metro Joint Powers Board estimated contribution from Ramsey County Regional Railroad Authority is reduced from \$22,820 in the 1995 budget to \$16,453 in the 1996 budget.

4. THE CENTRAL CORRIDOR ALTERNATIVES ANALYSIS PROJECT AND THE CENTRAL CORRIDOR PRELIMINARY ENGINEERING PROJECT	(\$14,250)	0	(\$14,250)
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The Central Corridor Alternatives Analysis project and the Central Corridor preliminary engineering project are included in the 1996 budget, but are not funded. Staff costs for these projects which were included in the 1995 budget but excluded in the 1996 budget have been addressed under the "Staffing" heading in the Major Changes section. If work on these projects proceeds in 1996, a budget transfer would be requested.

5. ESTIMATED REVENUE DECREASE	0	(\$150,000)	\$150,000
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Interest income was used to reduce the 1995 levy. Because of budget reductions in 1996, it is unnecessary to use interest income to reduce the 1996 levy.

6. CONSULTING SERVICES	(\$21,872)	0	(\$21,872)
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The amount budgeted for consulting services is proposed to be reduced to reflect a diminished need for outside services.

7. VARIOUS ADDITIONAL LINE ITEMS	(\$83,898)	0	(\$83,898)
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Various additional line items are reduced in the 1996 budget to reflect fewer staff members' expenditures.

Total	(\$405,455)	(\$150,000)	(\$255,455)
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Department Summary

Ramsey County Regional Railroad Authority

OPERATING CAPITAL OUTLAY SUMMARY

REGIONAL RAILROAD AUTHORITY

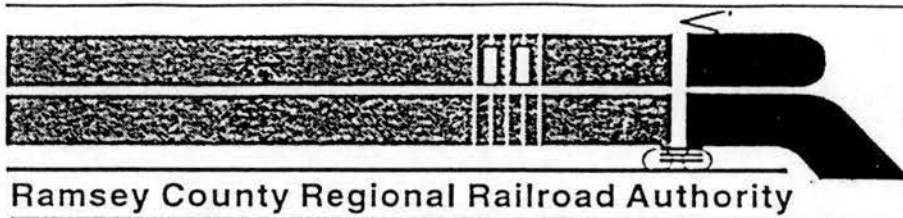
Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
Equipment*	0	6,374	0	0	0	0
Office Furniture	0	458	0	0	0	0
Office Equipment	0	0	400	0	0	0
Improvements other than bldgs.	0	43,500	0	0	0	0
Total Operating Capital Outlay	0	50,332	400	0	0	

* The majority of capital outlay items for 1993 and prior years were included in the general Classification of Equipment. For 1994 and future years, the equipment account will be further delineated as follows:

Communications Equipment

Includes telephone systems and instruments, pagers, FAX machines, mobile and portable radios, etc.

Department Summary

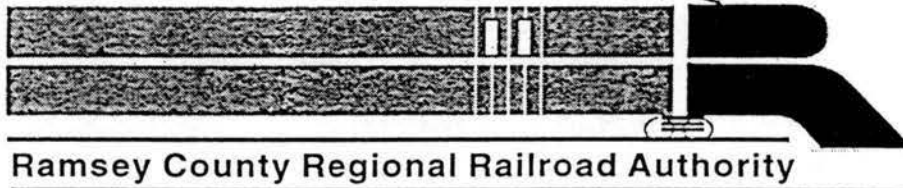


MANDATED/DISCRETIONARY SERVICES REPORT

REGIONAL RAILROAD AUTHORITY

	Budget	1995 Approved Revenue	Levy	Budget	1996 Proposed Revenue	Levy
MANDATED						
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
MANDATED (LEVEL/METHOD DISCRETIONARY)						
Administration	22,820	0	22,820	16,453	0	16,453
	0	0	0	0	0	0
	22,820	0	22,820	16,453	0	16,453
DISCRETIONARY (LEVEL/METHOD MANDATED)						
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
DISCRETIONARY						
Administration	504,328	0	504,328	362,165	0	362,165
Northeast Corridor Maintenance	143,100	0	143,100	55,425	0	55,425
Central Corridor AA/DEIS	27,150	0	27,150	0	0	0
Central Corridor Preliminary Engineering	142,100	0	142,100	0	0	0
	816,678	0	816,678	417,590	0	417,590
SUMMARY						
MANDATED	0	0	0	0	0	0
	0.0%		0.0%	0.0%		0.0%
MANDATED (LEVEL/METHOD DISCRETIONARY)	22,820	0	22,820	16,453	0	16,453
	2.7%		2.7%	3.8%		3.8%
DISCRETIONARY (LEVEL/METHOD MANDATED)	0	0	0	0	0	0

Cost Center



Kathryn DeSpiegelaere, Director

665 RCGC - West

266-2762

MISSION AND OBJECTIVES

REGIONAL RAILROAD AUTHORITY
59101-Administration

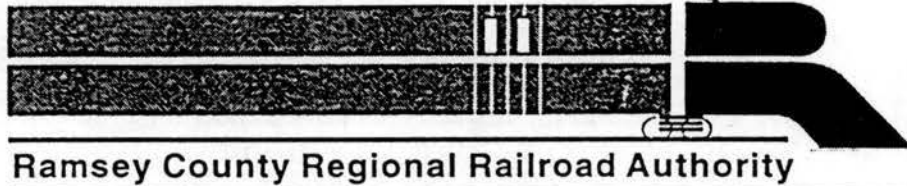
STATEMENT OF MISSION

To provide overall administration consistent with the Railroad Authority's mission and direction provided by the Board of the Regional Railroad Authority.

OBJECTIVES

1. To advocate for transit services to meet changing needs for today and for succeeding generations.
2. To respond to the transit needs of the County's citizens in a manner that is sensitive to the financial impact to County taxpayers.
3. To plan integrated transportation services in cooperation with other agencies.
4. To encourage community participation in Rail Authority deliberations and decision-making processes.

Cost Center



EXPENDITURE/APPROPRIATION SUMMARY

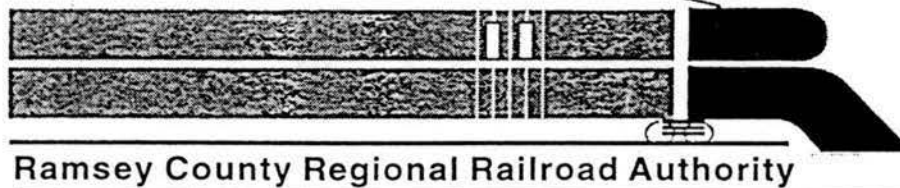
RC REGIONAL RAILROAD AUTHORITY 59101 - ADMINISTRATION

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
020000	Other Services & Charges	230,015	316,445	523,048	374,918	374,918	
030000	Supplies	2,160	2,344	3,700	3,700	3,700	
040000	Capital Outlay	-	6,832	400	-	-	
060000	Contingent	-	-	-	-	-	
090000	Intergovernmental Payments	40,000	-	-	-	-	
Total RCRRRA - Administration:		272,175	325,621	527,148	378,618	378,618	
Inc(Dec) From Previous Year					(148,530)	(148,530)	
% Inc(Dec) From Previous Year					-28.18%	-28.18%	

REVENUE/ESTIMATED REVENUE SUMMARY

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
Revenue from Use of Money and Property							
360102	Interest on Investments	339,653	339,653	150,000	-	-	
Total Revenue/Estimated Revenue		339,653	339,653	150,000	-	-	
Inc(Dec) From Previous Year					(150,000)	(150,000)	
% Inc(Dec) From Previous Year					-100.00%	-100.00%	
Tax Levy		(67,478)	(14,032)	377,148	378,618	378,618	
Inc/(Dec) From 1995					1,470	1,470	
% Inc/(Dec) From 1995					0.39%	0.39%	

Cost Center



SELECTED LINE ITEM EXPLANATIONS For Expenditures and Revenues

REGIONAL RAILROAD AUTHORITY
59101-Administration

THE FOLLOWING LINE ITEMS MAY BE OF PARTICULAR INTEREST TO THE COUNTY BOARD OR REPRESENT A SIGNIFICANT CHANGE FROM THE CURRENT YEAR'S APPROVED BUDGET.

SELECTED EXPENDITURE EXPLANATIONS

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
DP Services - Maintenance	\$2,618	\$3,747	\$5,000	\$7,106	\$7,106

EXPLANATION: This account provides funds for office automation and computer equipment. It also includes charges for DP installation and support services and DP training. One PC is anticipated to be purchased in 1996.

Office automation charges	\$2,533
Computer purchase	\$3,758
Training and maintenance support	\$815
Total	\$7,106

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
Liability Insurance	\$652	\$687	\$800	\$850	\$850

EXPLANATION: The Ramsey County Regional Railroad Authority (RCRRA) is a separate legal entity and is not covered by self insurance provisions of Ramsey County. The RCRRA also lacks the financial resources to fulfill self insurance requirements. Therefore, liability insurance is purchased for RCRRA annually by Risk Management.

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
Buildings and office space	\$12,975	\$13,957	\$12,883	\$12,883	\$12,883

EXPLANATION: This account covers rent for space for Regional Railroad Authority staff offices at 665 Ramsey County Government Center West, 1300 square feet @ \$9.91 per square foot.

Cost Center

Ramsey County Regional Railroad Authority

SELECTED LINE ITEM EXPLANATIONS For Expenditures and Revenues

REGIONAL RAILROAD AUTHORITY
59101-Administration

SELECTED EXPENDITURE EXPLANATIONS

Administration Cost Center

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
County Project Management Services and County Manager Services	\$163,003	\$200,974	\$220,200	\$183,807	\$183,807

EXPLANATION: Ramsey County provides staff to assist the Regional Railroad Authority to develop plans, manage consultant services, coordinate with other agencies and citizen groups, provide information services, and engineering and transportation planning services. Persons providing these services are in County Public Works and County Manager's Office. This account provides a specific identifier to reimburse Ramsey County departments for these services.

In 1996, project management services are concentrated in two cost centers, Administration and Northeast Corridor. Project Management services in previous years included funding in additional cost centers which were supported by grant sources. The information on this page is only for the Administration cost center.

PROJECT MANAGEMENT TEAM (Administration Cost Center) Estimated Cost (including salaries, fringe benefits, and indirect costs)

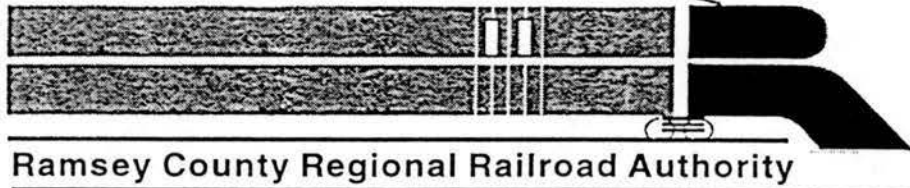
Staff

Dir. of LRT Planning (a) (Public Works)	1	FTE	\$108,800
Administrative Secretary (b) (County Manager)	1	FTE	75,007
Total FTE	2		
Total Estimated Cost			\$183,807

NOTE: (a) Costs include salaries, fringe benefits and the indirect cost rate as established by David M. Griffith and Company for Ramsey County and the Ramsey County Public Works Department cost allocation rate for planning and engineering services.

(b) Costs are based upon the Ramsey County Indirect Cost Plan.

Cost Center



SELECTED LINE ITEM EXPLANATIONS For Expenditures and Revenues

REGIONAL RAILROAD AUTHORITY
59101-Administration

SELECTED EXPENDITURE EXPLANATIONS

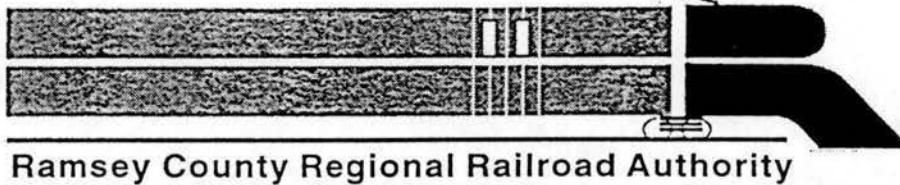
TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
Legislative Representative	\$12,000	\$22,000	\$26,667	\$25,000	\$25,000

EXPLANATION: Legislation impacts Regional Railroad Authority taxing ability and ability and responsibilities. This account provides funds for monitoring legislation and providing information to Legislators.

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
Meeting Expenses	\$1,078	\$2,975	\$5,500	\$3,000	\$3,000

EXPLANATION: Funds are used to provide for meeting space rental and meals for Rail Authority-related meetings.

Cost Center



Kathryn DeSpiegelaere, Director

665 RCGC - West

266-2762

MISSION AND OBJECTIVES

REGIONAL RAILROAD AUTHORITY
59109-Northeast Corridor

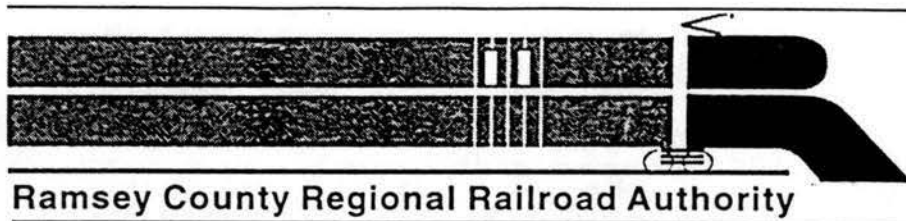
STATEMENT OF MISSION

To provide for acquisition and maintenance of right of way purchased in order to preserve options for rail transit.

OBJECTIVES

1. To monitor rail abandonments in Ramsey County.
2. To coordinate with other units of government on rail abandonment and right of way re-use issues.
3. To purchase rail corridors with potential for light rail transit use.
4. To maintain property acquired by the Railroad Authority in accordance with the public interest.

Cost Center

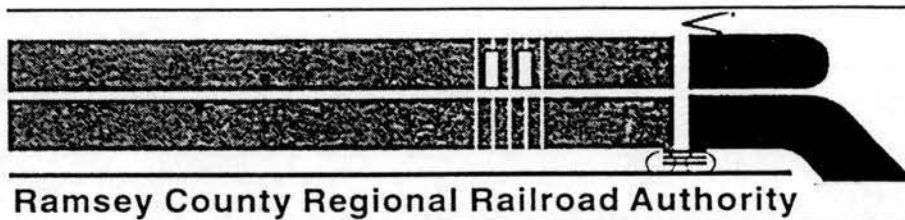


EXPENDITURE/APPROPRIATION SUMMARY

RC REGIONAL RAILROAD AUTHORITY 59109-NORTHEAST CORRIDOR MAINTENANCE

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
020000	Other Services & Charges	60,761	140,489	143,100	55,425	55,425	
030000	Supplies	-	18,068	-	-	-	
040000	Capital Outlay	-	43,500	-	-	-	
Total RCRRA - Administration:		60,761	202,057	143,100	55,425	55,425	
Inc(Dec) From Previous Year					(87,675)	(87,675)	
% Inc(Dec) From Previous Year					-61.27%	-61.27%	
Tax Levy		60,761	202,057	143,100	55,425	55,425	
Inc/(Dec) From 1995					(87,675)	(87,675)	
% Inc/(Dec) From 1995					-61.27%	-61.27%	

Cost Center



SELECTED LINE ITEM EXPLANATIONS For Expenditures and Revenues

REGIONAL RAILROAD AUTHORITY
59109-Northeast Corridor Maintenance

SELECTED EXPENDITURE EXPLANATIONS

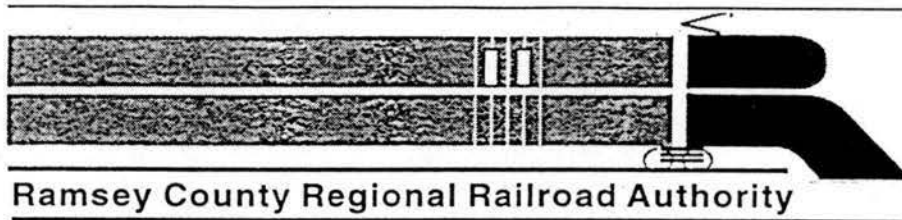
TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
County Project Management Services	\$13,723	\$78,200	\$69,000	\$9,534	\$9,534

EXPLANATION: This account will provide funds to reimburse Ramsey County Parks Department for staff time spent on right of way issues related to the Northeast Corridor. The estimate is for 0.2 FTE's. In 1995, the Rail Authority had .5 FTE working on right of way issues including leases, permits and encroachments, and coordination of issues related to trail construction. Many of those issues have been addressed, and therefore less staff time is required for those tasks in 1996.

TITLE	1993 ACTUAL	1994 ACTUAL	1995 APPROVED	1996 REQUESTED	1996 PROPOSED
Improvements other than bldgs.			\$20,000	\$34,891	\$34,891

EXPLANATION: This will provide for repair of bridges, walls, and other structures on Railroad Authority right of way. The amount requested has increased since 1995 because an inventory of structures was completed in 1995 and in 1996 repair of long-term minor maintenance will be undertaken to extend the useful life of walls, bridges, and tunnels along the right of way. Examples of work to be done are covering exposed reinforcing bars on walls and checking for loose stones on tunnels and walls. City of St. Paul Public Works staff perform annual inspections on the structures for the Railroad Authority.

Cost Center



Ramsey County Regional Railroad Authority

Kathryn DeSpiegelaere, Director

665 RCGC - West

266-2762

MISSION AND OBJECTIVES

REGIONAL RAILROAD AUTHORITY
59110-Central Corridor Alternatives
Analysis/Draft Environmental Impact
Statement

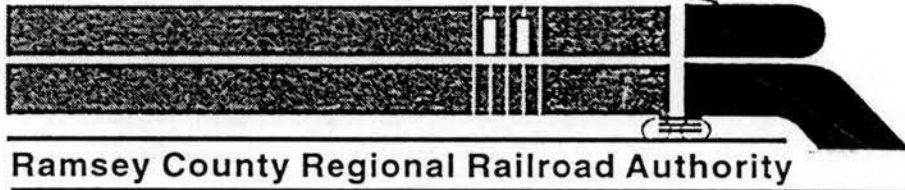
STATEMENT OF MISSION

To complete an Alternatives Analysis/Draft Environmental Impact Statement for the Central Corridor.

OBJECTIVES

1. To complete selection of the locally preferred alternative, in accordance with guidelines of the Federal Transit Administration and in coordination with the Joint Lead Agencies of Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, and Ramsey County Regional Railroad Authority.
2. To seek funding for implementing light rail transit in the Central Corridor.

Cost Center

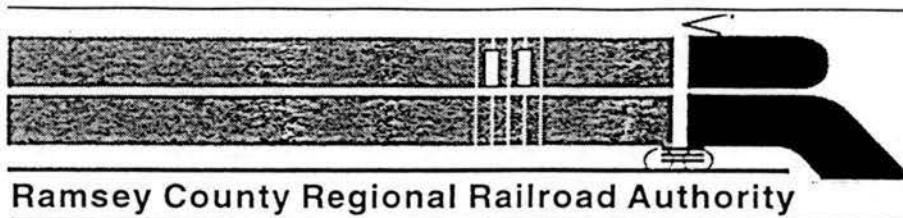


EXPENDITURE/APPROPRIATION SUMMARY

RC REGIONAL RAILROAD AUTHORITY 59110-CENTRAL CORRIDOR AA/DEIS

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
020000	Other Services & Charges	48,392	71,641	27,150	-	-	
Total RCRRA - Administration:		48,392	71,641	27,150	-	-	
		=====	=====	=====	=====	=====	=====
Inc(Dec) From Previous Year					(27,150)	(27,150)	
% Inc(Dec) From Previous Year					-100.00%	-100.00%	
Tax Levy		48,392	71,641	27,150	-	-	
Inc/(Dec) From 1995					(27,150)	(27,150)	
% Inc/(Dec) From 1995					-100.00%	-100.00%	

Cost Center



Kathryn DeSpiegelaere, Director

665 RCGC - West

266-2762

MISSION AND OBJECTIVES

REGIONAL RAILROAD AUTHORITY
59111-Central Corridor Final
Environmental Impact Statement/
Preliminary Engineering

STATEMENT OF MISSION

To complete a Final Environmental Impact Statement and preliminary engineering for the Central Corridor.

OBJECTIVES

1. To coordinate with the Joint Lead Agencies (Minnesota Department of Transportation, Hennepin County Regional Railroad Authority, and Ramsey County Regional Railroad Authority) in preparing the next phase of engineering and environmental work for the Central Corridor.
2. To seek funding for implementing light rail transit in the Central Corridor.

Cost Center



Ramsey County Regional Railroad Authority

EXPENDITURE/APPROPRIATION SUMMARY

RC REGIONAL RAILROAD AUTHORITY 59111-CENTRAL CORRIDOR PRELIMINARY ENGINEERING

Code	Title	1993 Actual	1994 Actual	1995 Approved	1996 Requested	1996 Proposed	1996 Approved
020000	Other Services & Charges	-	-	142,100	-	-	
Total RCRRA - Administration:		-	-	142,100	-	-	
Inc(Dec) From Previous Year					(142,100)	(142,100)	
% Inc(Dec) From Previous Year					-100.00%	-100.00%	
Tax Levy		-	-	142,100	-	-	
Inc/(Dec) From 1995					(142,100)	(142,100)	
% Inc/(Dec) From 1995					-100.00%	-100.00%	

Special Mtg.
September 12, 1995

John T. Finley, Chairman

District 3

Dick Wedell, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Susan M. Haigh, Treasurer

District 4

Hal Norgard

District 7

Rafael E. Ortega

District 5

Brenda C. Thomas

District 2

Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

Agenda

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

TUESDAY, SEPTEMBER 12, 1995

11:00 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of ~~July 25~~, 1995
8-22
 2. * Approve payment to Benshoof Construction of \$7093.02 for repair of a retaining wall near Preble Street and the Northeast Corridor right of way; approve a budget adjustment for the payment.
 3. * Approve a lease agreement with Gladstone Lumber Mart at 1870 English Street, along Northeast Corridor right of way and authorize the Chair to execute the agreement
 4. * Approve a lease agreement with Wanless Construction Company at 1840 English Street, along Northeast Corridor right of way and authorize the Chair to execute the agreement
 5. * A) Approve the permit to MCI Telecommunications Corporation for the continued location of three fiber optic cable marker posts on the RCRRA NE Corridor between Forest and Earl Streets in St. Paul;

B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.
 6. Metro LRT Joint Powers Board update
- * Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

August 22, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, August 22, 1995, at 11:00 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard (entered during item #2)
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: David MacMillan, Karen Tero, Marlen Johnson, Bonnie Jackelen, Kathryn DeSpiegelaere, David Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 11:10 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of July 25, 1995.

Commissioner Brenda Thomas moved the following recommendation, seconded by Commissioner Susan Haigh.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of July 25, 1995, as written.

Roll Call: Ayes - 6, Nays - 0
Motion Adopted.

2. Metro Light Rail Transit Joint Powers Board budget and workplan.

Chairman Finley said that the budget and workplan for the Metro LRT Joint Powers Board has been pared from the previous year and that there is a \$59,000 carry-over from this year's budget to fund the 1996 budget. Ramsey County Regional Railroad Authority's allocation would be \$16,000.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 22, 1995

Page 2

Ms. Kathryn DeSpiegelaere said that the work program is a continuation of on-going responsibilities of the Joint Powers Board. One of the interests is interim LRT transit linkages. For example, Anoka and Dakota Counties are doing work that would be a precursor to LRT in certain corridors. They are also augmenting bus services.

Another activity of the Joint Powers Board is to actively seek funding for light rail transit and transit in general, and the Joint Powers Board also has approval over a community involvement program for light rail transit.

Chairman Finley said the Joint Powers Board also oversees the Business Partnership group, which was hoped to be the catalyst to make inroads with the Governor's office. Members of this group are very active in the downtown business communities of Minneapolis and St. Paul.

Chairman Finley said that funding issues will have to be addressed in the 1996 Legislature for transit and transportation in the Twin Cities area, and that the Joint Powers Board is looking at linkages for transportation on a metropolitan-wide basis. Even though light rail is not proceeding, the comprehensive plan for transit in the metropolitan area is being addressed by the Joint Powers Board.

Commissioner Hal Norgard suggested a name change that would keep the metropolitan counties working together for transit and transportation improvement.

Chairman Finley said that the name was established by Legislative Statute and the responsibilities are outlined in Statute. It is, however, a good idea for a name change.

Chairman Finley said he attended a meeting with other metropolitan county commissioners and it was suggested that there be one board which deals with individual issues under the umbrella of this board. Not all counties have the same interest or degree of interest in each of the issues that are affecting the counties.

Commissioner Susan Haigh agreed that the transit and transportation issues are critical to the metro counties in coming together in an effective way to lobby with the legislature. It makes sense to expand Ramsey County's relationship with the other counties on transit to include more than light rail.

Commissioner Haigh commented that one of the reasons the St. Louis light rail system is successful is because of the federal lobbying strength to get funds when needed. St. Louis had key people from the private sector who were drivers in that operation. Has the LRT Business Partnership group looked at how it might be more successful in that regard? Are there some key players that are not included who could be helpful? It's important for the Governor's office and the legislature to see the interest come from private sectors as well as the public. How could the LRT Business Partnership be more effective?

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Minutes

Page 3

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 22, 1995

Chairman Finley said certain people have been identified who have not been active in the LRT Business Partnership group, and there is an effort by others to get them more involved in light rail. It seems that if the focus were Minneapolis and the western suburbs, they would have more of an interest in light rail.

Commissioner Haigh commented on the barriers getting people to work. Physical transportation is a significant issue for Ramsey County. That is an area where Ramsey County needs to come together with other jurisdictions and the private sector. During Tom Sather's presentation at the previous Rail Authority meeting, he indicated that many of those using public transportation to get to work are just above the poverty level. There are a lot of gaps with trying to get public assistance people to work, and the transit piece is important to Ramsey County in terms of fulfilling the County's obligation in getting people to work.

Chairman Finley said that one of the misconceptions of light rail was that light rail was designed for the rich in the suburbs and buses will remain in the inner cities. When the Central Corridor became the number one priority, light rail transit's route would be from inner city to inner city.

Commissioner Thomas asked why has the Joint Powers Board budget been twice as much as is actually spent? The Joint Powers Board is spending \$65,000 and are asking for \$125,000. Also, what is the public information item for?

Chairman Finley said that funds had been expended for public information on transit. For example, the jam billboards were funded out of the public information line item of the budget.

Chairman Finley said the Joint Powers Board has not been expending the budget, but rolling over the funds. Hopefully, the surplus of funds will be used in 1996. The public information piece is the key part of the budget.

Commissioner Thomas said that eventually it would be presumed that the budget would be reduced so that each of the seven contributing counties would have a reduction in their share to the Joint Powers Board.

Commissioner Thomas asked if the administration line item was a contract with a private firm.

Chairman Finley said it is a contract with Richardson and Richter.

Commissioner Thomas asked if that included lobbying?

Chairman Finley said no.

Ms. DeSpiegelaere said Mary Richardson attends staff meetings and Joint Powers Board meetings and helps formulate policy that comes to the Joint Powers Board. Her office also does the mailings. At the direction of Commissioner Finley, County staff has taken on more of those responsibilities and that's one reason there is a carry-over.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 22, 1995

Page 4

Commissioner Schaber moved the following recommendation, seconded by Commissioner Haigh:

WHEREAS, Ramsey County Regional Railroad Authority, pursuant to Minnesota Statutes, participates as a member of the Metropolitan Light Rail Transit Joint Powers Board; and

WHEREAS, The Metropolitan Light Rail Transit Joint Powers Board will adopt a 1995 budget and work plan on August 10, 1994; and

WHEREAS, A copy of the proposed budget and workplan are attached; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its Chair to vote in favor of the proposed work plan and budget, which includes a Ramsey County Regional Railroad Authority contribution of \$22,820, at the Metro Light Rail Transit Joint Powers Board meeting.

Ayes - 7, Nays - 0
Motion adopted. (R95-09)

3. Approve lease with Ray Anderson & Sons for access roadway, fire lane, and parking area adjacent to 930 Duluth Street and authorize the Chair of the Railroad Authority to sign the lease.

Commissioner Norgard moved the following recommendation, seconded by Commissioner Wedell:

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority from Burlington Northern in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Ray Anderson and Sons Companies, Inc. is the owner of certain other parcels of land lying adjacent to and southerly of the Northeast Corridor between Atlantic and Duluth Streets in St. Paul, upon which buildings have been constructed on or near the boundary line of the right of way; and

WHEREAS, Deliveries to the northerly side of the Ray Anderson buildings which were previously made by rail have, since the abandonment of rail service, been made by vehicles operating over and along a portion of the right of way, pursuant to a lease executed between Ray Anderson and Burlington Northern which commenced May 1, 1990; and

WHEREAS, The construction of the City of St. Paul's trail upon the right of way will require RCRRA to cancel the May 1, 1990 lease with Ray Anderson; and

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 22, 1995

WHEREAS, It is the desire of Ray Anderson to maintain vehicular access over and along a portion of the right of way to the northerly side of the building, in order to continue the delivery of materials necessary for the operation of its business and for fire protection purposes and parking; and

WHEREAS, Ray Anderson has requested a lease for the continued use of a 30 foot strip of the RCRRA property immediately adjoining its property; and

WHEREAS, The granting of a lease for Ray Anderson's use of this property will not affect the future development potential of the corridor for light rail transit or trail use; Now, Therefore, Be It

RESOLVED, That the lease to Ray Anderson and Sons Companies, Inc., for an access roadway, fire lane, and parking area immediately adjacent to their property at 930 Duluth Street, St. Paul is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the lease on behalf of Ramsey County Regional Railroad Authority.

Ayes - 7, Nays -0
Motion adopted. (R95-10)

4. Approve the permit to William and Marna Freeman for a fence adjacent to 1550 English Street and authorize the Chair of the Railroad Authority to sign the permit.

Commissioner Norgard moved the following recommendation, seconded by Commissioner Wedell:

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a fence adjacent to the residence at 1550 English Street in St. Paul; and

WHEREAS, The encroaching parties, William and Marna Freeman, have requested a permit for their continued use of this portion of the RCRRA property; and

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 22, 1995

Page 6

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

WHEREAS, The consideration for this permit will be \$100 annually, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the proposed permit, a copy of which is attached, is approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the permit on behalf of Ramsey County Regional Railroad Authority.

Ayes - 7, Nays - 0

Motion adopted. (R95-11)

There being no further matters to come before this board, Chairman Finley declared the meeting adjourned at 11:40 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/6/95
Date

Board Action Requested

Approve payment to Benshoof Construction of \$7,093.02 for repair of a retaining wall near Preble Street and the Northeast Corridor right of way; approve a budget adjustment for the payment.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K.DeSpiegelaere
 - 3) Budget Adjustment

Budgeting and Accounting

County Attorney

Risk Manager

Documentation certified complete for:

September 12, 1995

Board Date

Signature

9/7/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority contracted with Benshoof Construction for repair of a retaining wall adjacent to Preble Street on the Northeast Corridor right of way; and

WHEREAS, The repair of the wall involved materials and labor in quantities greater than had been estimated by Ramsey County Public Works Department; and

WHEREAS, The original contract amount of \$37,390.75 has been exceeded by \$7,093.02; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes payment to Benshoof Construction of the additional amount of \$7,093.02 for repair of the retaining wall; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority approves the following budget transfer of \$7,093.02:

TRANSFER FROM APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	020193	County Project Management	\$7,093.02

TRANSFER TO APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	040400	Improvements Other Than Buildings	\$7,093.02

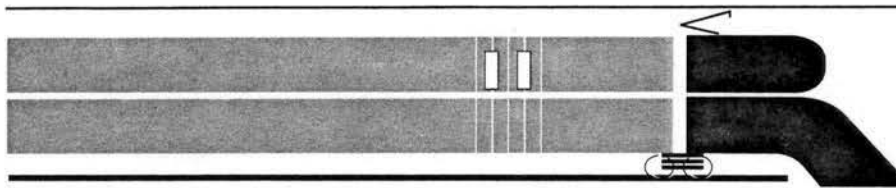
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
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John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KS*

SUBJECT: Approval of payment to Benshoof Construction for
repair of a retaining wall on Northeast Corridor right
of way

DATE: August 31, 1995

On June 13, 1995, Ramsey County Regional Railroad Authority adopted a resolution (Attachment 1) that authorized the Authority to contract with Benshoof Construction Company for repair of a retaining wall adjacent to Preble Street (Map, Attachment 2) along the Northeast Corridor right of way. The contract, based on work estimated to be completed by Ramsey County Public Works Department, was for \$37,390.75.

Work has been completed by the contractor in a satisfactory manner. However, the actual work involved in repairing the retaining wall varied from the specifications, as noted in Attachment 3, Memorandum from David Rholl, Ramsey County Public Works Department.

The invoice for work completed by the contractor and inspected during and after construction by an engineer from Ramsey County Public Works Department is for \$44,483.77, an increase of \$7093.02 over the contract amount.

Payment of the additional amount of \$7093.02 to Benshoof Construction for the wall repair and a budget adjustment to accomplish the payment are recommended.

TRANSFER FROM APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	020193	County Project Management	\$7093.02

TRANSFER TO APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	040400	Improvements Other Than Buildings	\$7093.02

KD/blk
Attachments

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 13, 1995 No: R95-05

Page 1 of 2

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, In the late 1800's, a retaining wall was built on the right of way at the approximate intersection of Preble Street in St. Paul, which wall provides support for adjoining residential properties and protects the rail corridor itself; and

WHEREAS, The wall is in need of repair; and

WHEREAS, Ramsey County Regional Railroad Authority has solicited bids from qualified contractors to perform the required repairs to the wall; and

WHEREAS, The lowest responsible bidder is Benshoof Construction Co., in the amount of \$37,391; and

WHEREAS, The adjoining residential property owner, Kristin Dawkins, has requested the opportunity to upgrade the type of fencing to be installed at the top of the wall during the repair project; and

WHEREAS, An agreement has been reached with Ms. Dawkins regarding the cost, ownership, and maintenance responsibility for the fence; Now, Therefore, Be It

RESOLVED, That the proposed contract with Benshoof Construction Co. for the repair of the wall is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the contract on behalf of Ramsey County Regional Railroad Authority; and Be It Further

John T. Finley, Chairman

By: Warren W. Schaber
Warren W. Schaber, Secretary

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RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: June 13, 1995 No: R95-05

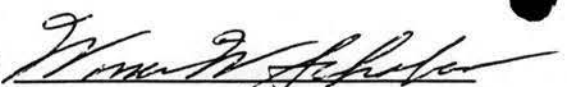
Page 2 of 2

RESOLVED, That the proposed agreement with Kristin Dawkins pertaining to the fence to be installed at the top of the wall is hereby approved; and Be It Further

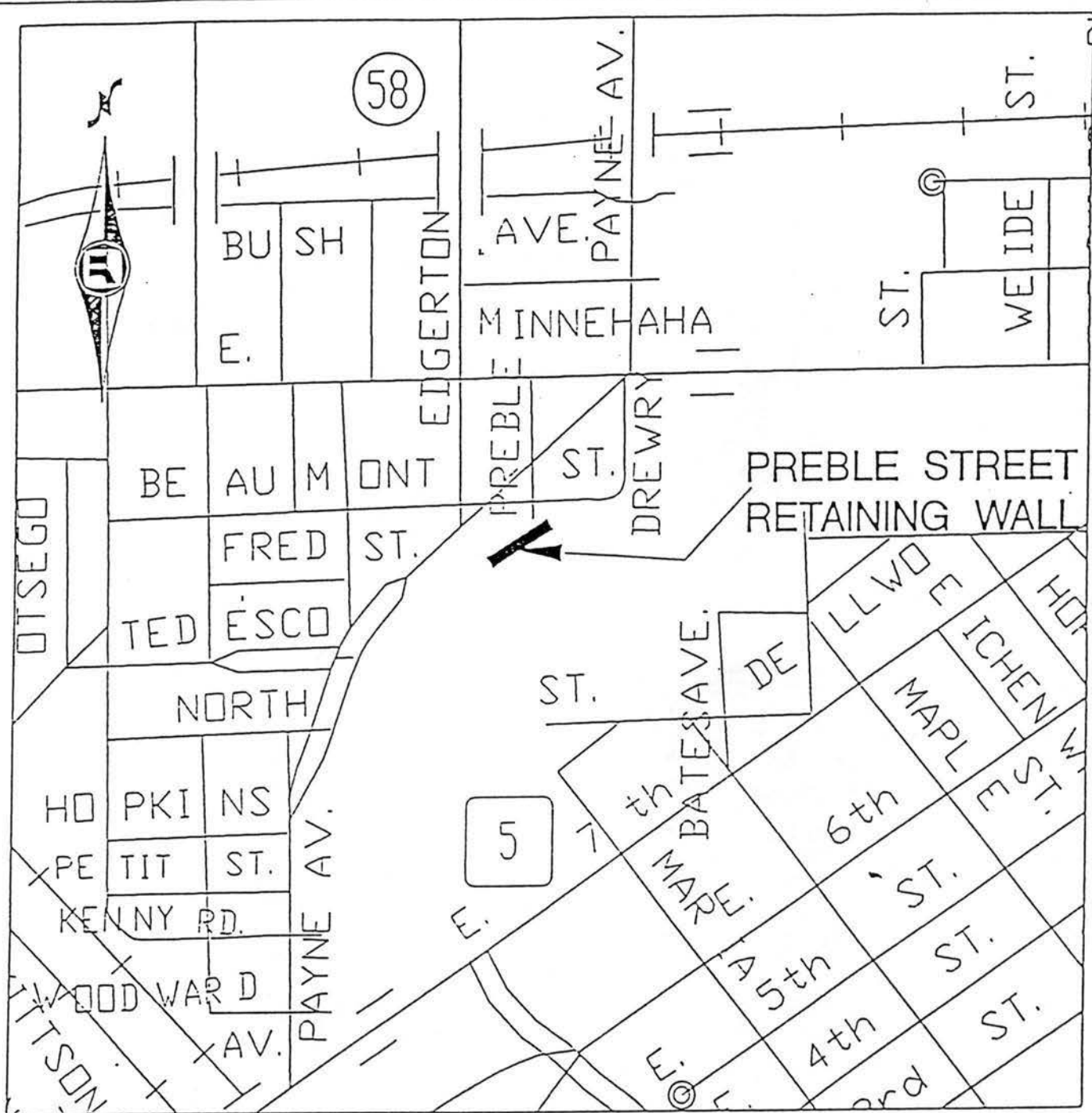
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the agreement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	<u>x</u>	—	—
Susan M. Haigh	<u>x</u>	—	—
Hal Norgard	<u>x</u>	—	—
Rafael E. Ortega	<u>x</u>	—	—
Warren W. Schaber	<u>x</u>	—	—
Brenda Thomas	<u>x</u>	—	—
Richard Wedell	<u>x</u>	—	—

John T. Finley, Chairman

By: 
Warren W. Schaber, Secretary

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Department of Public Works

PROJECT LOCATION MAP

PREBLE STREET
RETAINING WALL

M E M O R A N D U M

Date: August 31, 1995
From: David Rholl
Design Engineer
Location: Ramsey County Public Works
Engineering
Tel. No: 482-5206

To: Kathryn DeSpiegelaere

CC: Larry Feldhahn

Subject: Preble Street Wall Over/under-runs

The specifications for the subject project provided for the removal of vegetation and unsound wall portions and for a final inspection in the field to determine exact limits of the work. Bid items of work were based on estimated quantities at unit bid prices to allow for this flexibility. Following is an explanation of field decisions that resulted in changes to contract quantities and costs:

The clearing and grubbing of trees and brush along the top of the wall, preformed by the contractor, revealed that the top two to three courses of the lime stone block wall were heavily weathered and of poor structural reliability. This condition was not evident prior to the preparation of bid documents. The decision was made to extend the shotcrete repair work over the top of the wall and anchor it to the rear face to prevent further damage by moisture and root growth and to restore the structural integrity of the upper block courses. This increased the Shotcrete Wall Repair area by 245 square feet and increased the value of the contract by an additional \$4,792.20.

When the Contractor was removing unsound portions of the wing wall the entire wing wall segment literally disintegrated. The near total removal of the wing wall revealed severely weakened portions of the inner face of the main wall at and near the junction of the wing wall. It was determined in the field that the least cost option to restore the structural integrity of that portion of the wall would be to extend the Shotcrete Wall Repair work around the corner of the wall and to anchor it securely to the new concrete wall segment. This resulted in an increase of 212 square feet of Shotcrete Wall Repair area which increased the Contract price by \$4,146.72. The contractor did some additional block repair at no change to contract quantities and prices.

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During that same investigation it was determined that portions of the existing wing wall footings good be salvaged which reduced the contract Structural Concrete quantities by 7 cubic yards with a reduction in contract costs by \$1,981.00.

The onsite meeting between the property owner, the RCRRA, the contractor and the engineer to determine the final location and length of the fence resulted in an increase of 14 feet of fence with a related \$135.10 increase in the contract price.

Total change in the original contract price of 37,390.75 as a result of these revisions is +\$7,093.02

White & Yellow - Acctg. Dept. Copies
Pink - Report Copy
Green - Retained Copy

No. _____
(For Acctg. Dept. Use)

RAMSEY COUNTY
REQUEST FORM FOR BUDGET ADJUSTMENTS

DEPARTMENT: NAME: Ramsey County Regional Rail Authority ORG.# 59109

The Budget Adjustment requested will require the following:				2. For Accounting Dept. Use Only Unencumbered Balance Before Adjustment
1. ☒ Transfer From Appropriation } Check Applicable ☐ Increase Estimated Revenue } Box(es)				
Org. #	Account No.	Account Title	Amount	
59109	020193	County Project Management	\$7,093.02	50,346.45
TOTAL			\$7,093.02	
3. ☒ Transfer to Appropriation } Check Applicable ☐ Increase Appropriation } Box(es)				
Org. #	Account No.	Account Title	Amount	
59109	040400	Improvements Other Than Buildings	\$7,093.02	Ø
TOTAL			\$7,093.02	
4. <u>Reasons for Adjustment Request:</u>				
To cover additional contract amount to repair retaining wall adjacent to Preble Street along the Northeast Corridor right of way. The invoice for work completed by the contractor and inspected during and after construction by an engineer from Ramsey County Public Works Department is for \$44,483.77, an increase of \$7,093.02.				
(Attach sheet if more space is needed)				
Approval requested by: <u>K. L. Spiegelaere</u>				Date: <u>9/5/95</u>
Authorized Signature				
Unencumbered Balance, Acctg. Dept.-By: _____				Date: <u>9/5/95</u>
<u>Recommended</u> Approved by Budget Analyst: <u>Marlin Johnson</u>				Date: <u>9/6/95</u>
<u>Recommended</u> Approved by Budget Director: <u>Vern Waffler</u>				Date: <u>9/6/95</u>
Approved by Board of Co. Commissioners: _____				Date: _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/6/95
Date

Board Action Requested

Approve lease to Gladstone Lumber Mart,
1870 English Street and authorize the Chair to
execute the lease agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K.DeSpiegelaere
 - 3) Lease

Budgeting and Accounting Mark Johnson 9/6/95
County Attorney Robert J. Kelly 9/6/95
Risk Manager Kevin A. Kaplan 9/6/95

Documentation certified complete for:

September 12, 1995

Board Date

Bette Kurysk
Signature

9/7/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

Page 1 of 2

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority from Burlington Northern in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Gladstone Lumber Mart, Inc., is a current tenant of RCRRA on a portion of the Northeast Corridor property at 1870 English Street in Maplewood, upon which is located warehouses, a retail store, and lumber yard; and

WHEREAS, The premises currently being leased by Gladstone is irregularly shaped and bounded by rail spurs that no longer exist on the site; and

WHEREAS, Gladstone has agreed to revise its leased premises to accommodate the leasing of adjoining property by RCRRA and also to clarify and simplify the boundaries of their leased premises; and

WHEREAS, Gladstone has requested to modify their present lease arrangement to provide for a specific term of tenancy; and

WHEREAS, The granting of a new lease to Gladstone which reflects these changes will not affect the future development potential of the property or the use of the right of way for light rail transit or trail; Now, Therefore, Be It

RESOLVED, That the lease to Gladstone Lumber Mart, Inc. for warehouses, a retail store, and a lumber yard at 1870 English Street, Maplewood, is hereby approved; and Be It Further

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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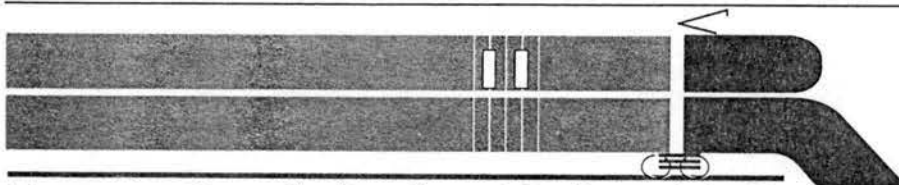
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the lease on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Hal Norgard	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Warren W. Schaber	_____	_____	_____
Brenda Thomas	_____	_____	_____
Richard Wedell	_____	_____	_____

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning

SUBJECT: Lease agreement, 1870 English Street, Maplewood
Gladstone Lumber Mart, Inc.

DATE: September 5, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line.

RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and trail use.

On April 15, 1971, Gladstone Lumber Mart, Inc. (Gladstone) entered into a lease agreement with BN which provided for Gladstone's use of property at 1870 English Street, Maplewood, for the location of warehouses, a retail store, and a lumber yard. This lease was renewed by BN on April 16, 1976, and assigned to RCRRA upon acquisition of the Northeast Corridor in 1992. This property adjoins the right of way and does not affect the 100 foot corridor itself.

Gladstone currently leases an irregularly shaped parcel bounded and divided by two former railroad spurs which are no longer located on the site. Another adjoining property owner, Wanless Construction Co., has requested a lease for a use of a portion of the property currently leased by Gladstone. Gladstone has agreed to revise its leased premises to accommodate the leasing of property by Wanless, and also to simplify and clarify the

boundaries of its own leased premises.

Gladstone has also requested from RCRRA a 10 year lease, rather than a lease with no specific term of tenancy.

RCRRA staff have negotiated a new lease with Gladstone which reflects these changes, a copy of which is attached. The new description results in a net increase of 12,290 square feet to be leased to Gladstone. A map showing the general location of this property is also attached.

The section of the BN Regional Trail planned for this area in several years will not require the use of the property leased to Gladstone.

Rent for the lease will be \$2,930 per year, which is based on the fair market value of the property being leased. The term is ten years.

The lease is written in the RCRRA's standard form which allows RCRRA to cancel the agreement on thirty days' written notice, thus it will not preclude future development of the property by RCRRA.

Recommendation:

Approve the lease to Gladstone Lumber Mart, Inc., for warehouses, a retail store, and lumber yard at 1870 English Street, Maplewood; and

Authorize the Chairman of the Regional Railroad Authority to execute the lease agreement on behalf of the Authority.

KD/blk
Attachments

4

LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 1994, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Gladstone Lumber Mart, Inc., a Minnesota corporation, party of the second part (hereinafter referred to as "Gladstone").

WITNESSETH:

WHEREAS, on December 27, 1992, Burlington Northern Railroad Company transferred to RCRRA all of its right, title, and interest in and to its former St. Paul to Maplewood branch line right of way, now abandoned, as evidenced by Quit Claim deed on file and of record in the office of the Ramsey County Recorder as document number 2693267; and

WHEREAS, a portion of the property conveyed to RCRRA is encumbered by a lease to Gladstone from Burlington Northern Railroad Company, dated April 16, 1976, providing for the location of warehouses, a retail store, and a lumber yard; and

WHEREAS, this lease was assigned to RCRRA by Burlington Northern through an assignment document dated December 23, 1992; and

WHEREAS, it is the desire of RCRRA to alter the premises being leased by Gladstone in order to accommodate the leasing of additional RCRRA property to another adjoining property owner, and to simplify and clarify the boundaries between the leased premises; and

WHEREAS, it is the desire of Gladstone to modify the present lease arrangement to provide for a specific term of tenancy,

NOW THEREFORE, it is agreed as follows:

1. Leased premises. RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto Gladstone, and Gladstone does hereby take from RCRRA the premises, situated in the City of Maplewood, County of Ramsey, and State of Minnesota, described as follows:

Lots 13, 14, and 15, Block 3, "Gladstone, Ramsey County, Minnesota," together with that part of the vacated Ridge street lying south of the easterly extension of the north line of said Lot 13 and lying north of the easterly extension of the south line of said Lot 15,

ALSO

Lots 1 and 2, Block 4, and "Gladstone, Ramsey County, Minnesota," together with that part of the vacated Ridge street lying south of

the easterly extension of the north line of said Lot 1 and lying north of the easterly extension of the south line of said Lot 2,

consisting of 46,338 square feet, more or less,

as shown colored in green on Exhibit A attached hereto, incorporated by reference and hereby made a part of this lease agreement (hereinafter referred to as the "leased premises").

2. **Use.** The leased premises shall be for the use of Gladstone, its agents, tenants, officers, employees, and invitees for the location of warehouses, a retail store, and a lumber yard, and shall be limited to these specified uses. Gladstone will make no alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

Gladstone shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of Gladstone's business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. **Term.** The term of this lease agreement shall be ten (10) years, beginning on the _____ day of _____, 1995, and terminating on the _____ day of _____, 2005, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, Gladstone will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or Gladstone, normal wear and tear and damage from the elements excepted. If Gladstone shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the thirty (30) day time limit, its right to do so shall cease at the option of RCRRA, and Gladstone's title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of Gladstone without any liability for damages. Gladstone shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. **Termination.** Notwithstanding the provisions of paragraph 3 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon thirty (30) days advance notice in writing to the other party. The thirty days shall begin to run from the date such notice is deposited in the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 20 hereof, if delivery is effectuated by means other than United States mail.

5. Rent. Gladstone shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of Two Thousand Nine Hundred Thirty DOLLARS (\$2,930.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1995, less any prepaid rent, and \$2,930.00 on or before January 1, 1996 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease term will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.

6. Utilities, services, and taxes. Gladstone shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

Gladstone shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from Gladstone's use of the leased premises pursuant to this lease agreement.

7. Maintenance and repairs. Gladstone accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, Gladstone shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at Gladstone's sole cost and expense.

Gladstone shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for Gladstone or claimed to have been so furnished during the term of this lease agreement. Gladstone agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by Gladstone's misuse or abuse of said premises.

RCRRA shall not be liable to Gladstone or those claiming by, through, or under Gladstone for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not be liable for any loss or damage which may be sustained by Gladstone or others by reason of the freezing, bursting, overflowing, or

defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of Gladstone or other tenants or occupants.

8. **Indemnification.** Gladstone hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, related to or arising out of Gladstone's use of the leased premises pursuant to this lease agreement.
9. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 8, Gladstone agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. **Fire and All-Risk Property Insurance**

Coverage shall be written on a replacement cost basis for the buildings located on the leased premises, and any personal property of Gladstone at such buildings and/or the leased premises. RCRRA shall be added as an additional insured under the policy as its interests may appear.

Waiver of Subrogation

Gladstone hereby waives against RCRRA any and all rights of recovery for any loss or damage, including consequential loss or damage, caused by any peril or perils covered under their respective property policies. Certificates of insurance shall indicate that this waiver has been included on Gladstone's policy.

B. **General Liability Insurance**

OPTION 1: Commercial General Liability Insurance

Minimum limits:

\$ 600,000	each event limit
\$ 1,000,000	general aggregate
\$ 1,000,000	products/completed operations total limit
\$ 600,000	personal injury & advertising liability

The policy is to be written on an occurrence basis or as acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis.

OPTION 2: Comprehensive General Liability Insurance

Minimum limits:

\$ 600,000 per occurrence
\$ 1,000,000 aggregate

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

C. Automobile Liability Insurance

Minimum limit: \$600,000 Combined Single Limit

Coverage shall include: hired, nonowned and owned auto

D. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

\$ 500,000 per accident
\$ 500,000 per employee
\$ 500,000 per disease policy limit.

- E. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- F. All certificates of insurance shall provide that the insurance company shall give thirty (30) days' written notice to both Gladstone and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.
- G. Paragraphs 9.A. through 9.F. establish minimum insurance requirements, and it is the sole responsibility of Gladstone to purchase and maintain

additional insurance that may be necessary in connection with this lease agreement.

- H. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
 - I. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
10. **Hazardous materials.** Without the prior written consent of RCRRA, which consent may be granted or withheld in the absolute discretion of RCRRA, Gladstone shall not cause or permit to be brought upon or kept or used in, on, or about the Premises by Gladstone, its employees, agents, contractors or invitees any toxic or hazardous material, substance or waste or any other material which may adversely affect the environment or the health and safety of any person or persons. Without limiting the indemnification obligations of Gladstone under paragraph 8 hereof, if the presence of any such material, substance or waste caused or permitted by Gladstone, its employees, agents, contractors, or invitees results in any contamination of the premises then Gladstone shall promptly take all actions at its sole expense as are necessary to return the premises to the condition existing prior to the introduction of any such material, substance or waste to the premises, provided that RCRRA's approval of such shall first be obtained. If any particular clean up methods or procedures are ordered by the Minnesota Pollution Control Agency, the Environmental Protection agency, or any other governmental agency, such methods or procedures are deemed to be approved by the RCRRA by this agreement and prior approval is not necessary.
11. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by Gladstone, Gladstone shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with Gladstone diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and 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.
12. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and Gladstone shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Gladstone or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

13. Assignment and subletting. Gladstone shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
14. Condemnation. If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. Gladstone agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by Gladstone.
15. Compliance with laws, ordinances, and rules. Gladstone agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of the leased premises and/or the business it transacts on the leased premises. Gladstone shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the preservation of good order therein. Gladstone shall not permit the existence of any nuisance on the leased premises.
16. Right of entry. RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
17. Non-exclusivity. This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises by RCRRA, its employees, agents, licensees, and representatives or invitees. RCRRA reserves unto itself the right to place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to Gladstone for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with Gladstone's operations thereon.
18. Relationship of the parties. Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Gladstone, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and Gladstone other than the relationship of landlord and tenant.

19. **Amendments.** There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.

20. **Notices.** Written notices required under this agreement shall be directed as follows:

RCRRA : Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: LNE023

Gladstone : Gladstone Lumber Mart, Inc.
1870 English Street
Maplewood, MN 55109-4315

21. **Counterparts.** This lease agreement is executed in three (3) counterparts, each of which shall constitute the same agreement.

22. **Headings.** The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.

23. **Other conditions.**

a. It is hereby agreed that this lease agreement shall replace the April 16, 1976 lease between Gladstone and Burlington Northern Railroad Company, and that the said April 16, 1976 lease is hereby canceled. Any prepaid rental for the April 16, 1976 lease shall be applied to the first year's rental for this lease agreement.

b. Any fencing which may be installed along the boundaries of the leased premises by Gladstone shall be and shall always remain the property of Gladstone, and shall not be considered part of the real property of RCRRA on which the leased premises are located.

24. **Parties bound.** This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

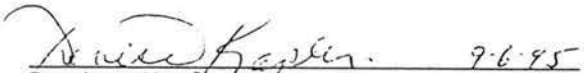
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

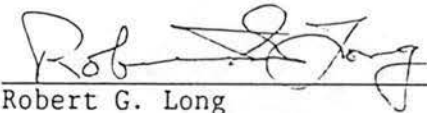

David F. Macmillan Date 9-16-95
Assistant Ramsey County Attorney

By John T. Finley Date
Chair

Insurance approved:


Denise Kapler Date 9-6-95
Risk Management

GLADSTONE LUMBER MART, INC.

By  Date 8-28-95
Robert G. Long
President

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE023

WEST QUARTER CORNER
SECTION 15, T.29N, R.22W.

FROST AVE.

SOUTH LINE NW 1/4 SEC. 15
NORTH LINE SW 1/4 SEC. 15

EXHIBIT A

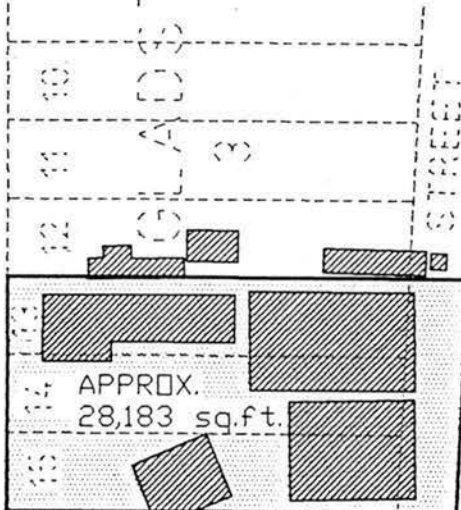
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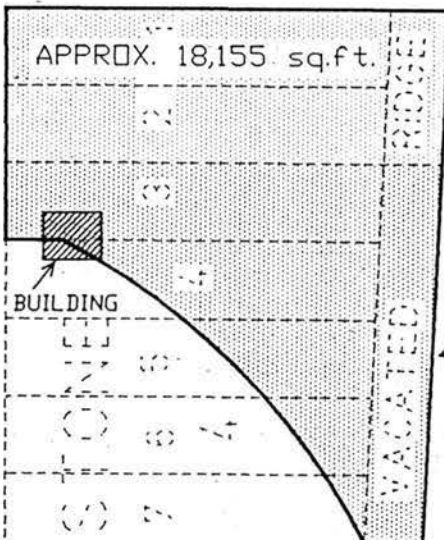
Scale: 1"=100'

WEST LINE SW 1/4 SEC. 15

ENGLISH ST.



8 SUMMER AVE.



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R.C.R.R.A. LEASE
LNE023
APPROX. 46,338
SQUARE FEET

R.C.R.R.A. LEASE
LNE024
APPROX. 23,736
SQUARE FEET

ACORD.**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

08/03/95

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY

Home Office: 121 East Park Square

Owatonna, MN 55060

Phone: 507-455-5200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY LETTER **A** FEDERATED MUTUAL INSURANCE COMPANYCOMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

029-329-0

GLADSTONE LUMBER MART INC

1870 ENGLISH ST

MAPLEWOOD MN 55109

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	1026193	06/01/95	06/01/96 7-09-95	GENERAL AGGREGATE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV. INJURY \$ 500,000
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 500,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY	1026193	06/01/95	06/01/96	COMBINED SINGLE LIMIT \$ 500,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
A	☒ NON-OWNED AUTOS	384834	06/01/95	06/01/96	EACH OCCURRENCE \$ 1,000,000
	☐ GARAGE LIABILITY				AGGREGATE \$ 1,000,000
A	EXCESS LIABILITY	736088	01/01/95	01/01/96	☒ STATUTORY LIMITS
	☒ UMBRELLA FORM				EACH ACCIDENT \$ 500,000
	☐ OTHER THAN UMBRELLA FORM				DISEASE--POLICY LIMIT \$ 500,000
					DISEASE--EACH EMPLOYEE \$ 500,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	736088	01/01/95	01/01/96	
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

ATTN DAVID SIPILA
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
665 RAMSEY CO GOVT CENTER W
50 W KELLOGG BLVD
ST PAUL MN 55102

5

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kirk H. Helman

PRESIDENT

ACORD CORPORATION 1990

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/6/95
Date

Board Action Requested

Approve lease to Wanless Construction Co.,
1840 English Street and authorize the Chair to
execute the lease agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K.DeSpiegelaere
 - 3) Lease

Budgeting and Accounting

Marilyn Johnson 9/6/95

County Attorney

Andrew G. Bell 9/6/95

Risk Manager

James E. Keph. 9-6-95

Documentation certified complete for:

September 12, 1995

Board Date

Bette Kurysh
Signature

9/7/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

Page 1 of 2

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments involves a building and vehicle storage area owned by Wanless Construction Co., at 1840 English Street in Maplewood; and

WHEREAS, The encroaching party, Wanless Construction Co., has requested a written agreement to provide for their continued use of this portion of the RCRRA property; and

WHEREAS, A lease agreement has been negotiated to formalize Wanless's use of the RCRRA property in this area; and

WHEREAS, This portion of the Northeast Corridor is not included in the 100 foot right of way, and is not needed for public use at this time; and

WHEREAS, The leasing of this property to Wanless Construction Co. will not affect the future development potential of the property or the use of the right of way for light rail transit or trail; Now, Therefore, Be It

RESOLVED, That the lease to Wanless Construction Co., for parking and storage purposes, and for the location of a portion of a building, at 1840 English Street, Maplewood, is hereby approved; and Be It Further

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

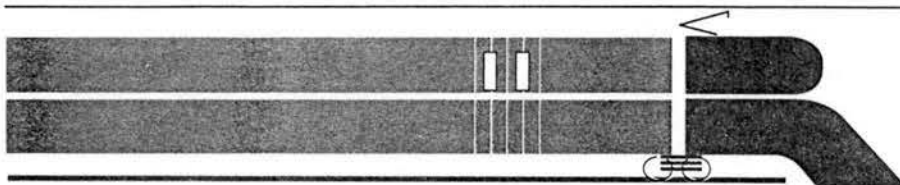
Page 2 of 2

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the lease on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Hal Norgard	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Warren W. Schaber	_____	_____	_____
Brenda Thomas	_____	_____	_____
Richard Wedell	_____	_____	_____

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning

SUBJECT: Lease agreement, 1840 English Street, Maplewood
Wanless Construction Company, Inc.

DATE: September 5, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line.

RCRRA has entered into a Joint Powers Agreement and separate easement agreements with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and trail use.

Wanless Construction Company, Inc. (Wanless) is the owner of property located adjacent to and westerly of the Northeast Corridor at 1840 English Street in Maplewood.

A building owned by Wanless has been constructed partially over the RCRRA property line in this area. This improvement was established without a written agreement prior to RCRRA acquisition of the corridor. Other portions of the RCRRA property are also being used for storage and parking purposes. Wanless has requested a lease for its continued use of the RCRRA property.

RCRRA staff have negotiated a lease with Wanless which will resolve these issues, a copy of which is attached. A map showing the general location of this area is also attached.

Page 2

This property adjoins the right of way and does not affect the 100 foot corridor itself. The section of the BN Regional Trail planned for this area in several years will not require the use of the property leased to Wanless.

Rent for the lease will be \$1,500 per year, which is based on the fair market value of the property being leased. The term is ten years.

The lease is written in the RCRRA's standard form which allows RCRRA to cancel the agreement on thirty days' written notice; thus it will not preclude future development of the property by RCRRA.

Recommendation:

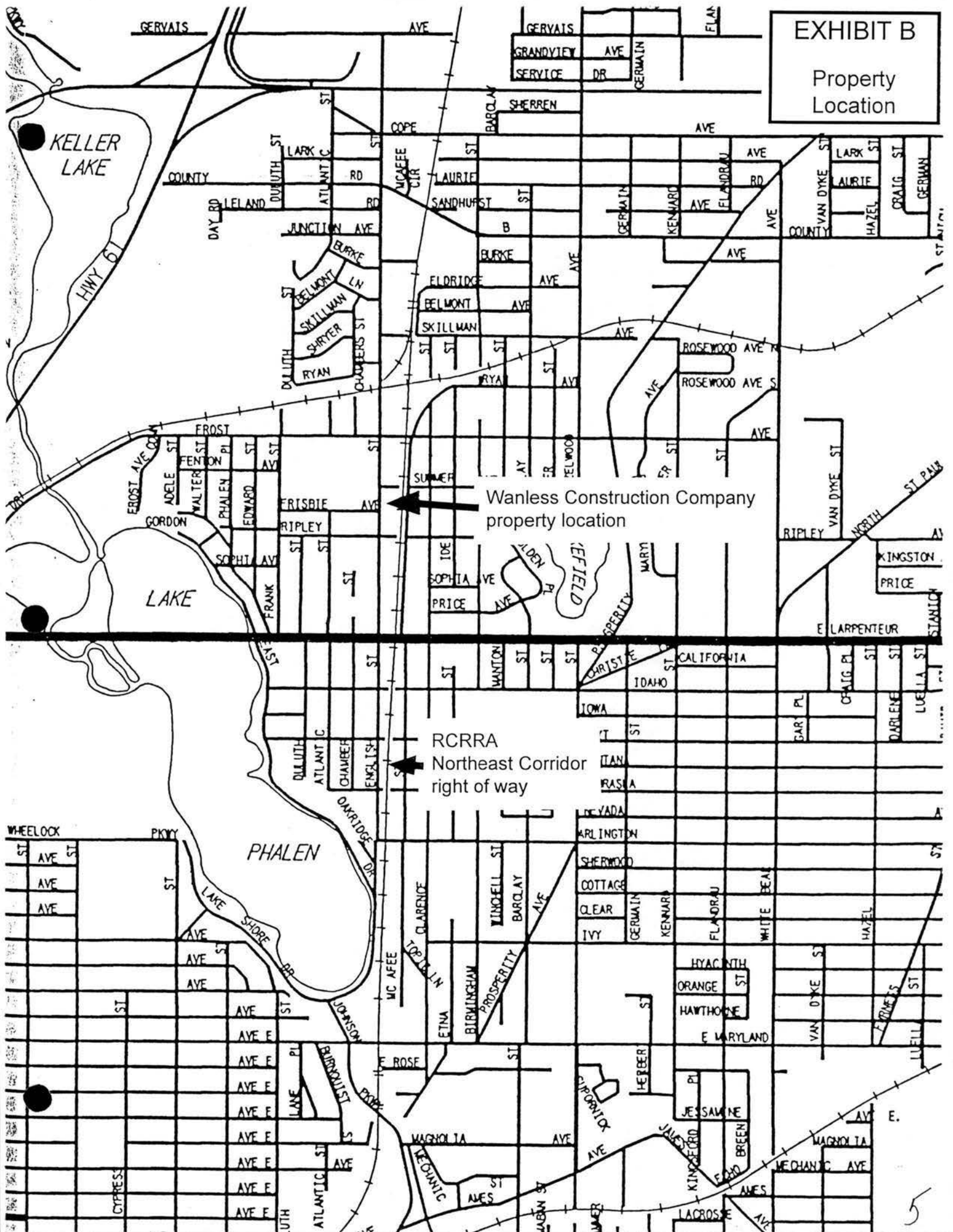
Approve the lease to Wanless Construction Co., for parking and storage purposes, and for the location of a portion of a building, at 1840 English Street, Maplewood; and

Authorize the Chairman of the Regional Railroad Authority to execute the lease agreement on behalf of the Authority.

KD/blk
Attachments

EXHIBIT B

Property
Location



LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Wanless Construction Co., a Minnesota corporation, party of the second part (hereinafter referred to as "Wanless").

WITNESSETH:

WHEREAS, on December 27, 1992, Burlington Northern Railroad Company transferred to RCRRA all of its right, title, and interest in and to its former St. Paul to Maplewood branch line right of way, now abandoned, as evidenced by Quit Claim deed on file and of record in the office of the Ramsey County Recorder as document number 2693267; and

WHEREAS, a portion of the property conveyed to RCRRA is occupied by a building owned by Wanless (hereinafter the "building"), which has been placed partially on the RCRRA property and partially on adjoining land owned by Wanless, as shown on Exhibit A hereto; and

WHEREAS, other RCRRA-owned property in the vicinity of the building has been fenced and is occupied by Wanless for the storage of equipment and parking of vehicles; and

WHEREAS, it is the desire of Wanless to formalize its use of the RCRRA property with a written agreement; and

WHEREAS, it is the desire of RCRRA to allow Wanless the continued use of the property,

NOW THEREFORE, it is agreed as follows:

1. Leased premises. RCRRA, in consideration of the rents and covenants hereinafter mentioned, does hereby lease unto Wanless, and Wanless does hereby take from RCRRA the premises, situated in the City of Maplewood, County of Ramsey, and State of Minnesota, described as follows:

All of Lot 3, Block 4, "Gladstone, Ramsey County, Minnesota," along with that part of Lots 4, 5, 6, and 7, Block 4, "Gladstone, Ramsey County, Minnesota," lying northeasterly of the following described line:

Beginning at a point on the north line of said Lot 4 distant 29.00 feet east of the northwest corner of said Lot 4, thence southeasterly along a 16 degree curve, concave to the southwest, having a radius of 359.26 feet, to a point on the

east line of said Lot 7 distant 5.00 feet north of the southeast corner of said lot 7,

together with that part of the vacated Ridge street lying south of the easterly extension of the north line of said Lot 3 and lying north of a line parallel with and 5 feet north of the easterly extension of the south line of said Lot 7,

consisting of 23,737 square feet, more or less,

as shown colored in purple on Exhibit A attached hereto, incorporated by reference and hereby made a part of this lease agreement (hereinafter referred to as the "leased premises").

2. Use. The leased premises shall be for the use of Wanless, its agents, tenants, officers, employees, and invitees for parking and storage purposes, and for the location of a portion of the building, and shall be limited to these specified uses. Wanless will make no alterations, additions, or improvements to the leased premises or modify the use or purpose of the leased premises without the prior written consent of RCRRA.

Wanless shall keep the leased premises free of any explosive, flammable, or combustible material which would increase the risk of fire, except such materials which are necessary for the operation of Wanless's business, shall not handle or store any potentially dangerous or toxic materials, and shall not permit the accumulation of junk, debris, or other hazardous materials.

3. Term. The term of this lease agreement shall be ten (10) years, beginning on the _____ day of _____, 1995, and terminating on the _____ day of _____, 2005, unless terminated earlier as provided in this lease.

At the expiration of this lease agreement, Wanless will remove all property and improvements not owned by RCRRA from the leased premises, regardless of who made them, and will quietly yield and surrender the leased premises to RCRRA in as good a condition as when it took them, or an improved condition said premises were later put in by RCRRA or Wanless, normal wear and tear and damage from the elements excepted. If Wanless shall fail to remove all property and improvements not owned by RCRRA from the leased premises within the thirty (30) day time limit, its right to do so shall cease at the option of RCRRA, and Wanless's title to any such property or improvements shall be forfeited and the same shall belong to RCRRA; or, in such case, if RCRRA so elects, it may, at any time after the termination, tear down and/or remove any or all property and improvements at the expense of Wanless without any liability for damages. Wanless shall thereupon promptly reimburse RCRRA for all expenses incurred by it in such removal.

4. Termination. Notwithstanding the provisions of paragraph 3 hereof, either party may terminate this lease agreement for any reason, with or without cause, upon thirty (30) days advance notice in writing to the other party. The thirty days shall begin to run from the date such notice is deposited in

the United States mail, if mailed, or on the date such notice is delivered to the parties identified in paragraph 21 hereof, if delivery is effectuated by means other than United States mail.

5. Rent. Wanless shall pay to RCRRA as rent for the leased premises, during the entire term hereof, the sum of One Thousand Five Hundred DOLLARS (\$1,500.00) per year due and payable in advance and as follows:

An amount upon execution hereof representing the prorated rental for the period from the date of commencement hereof through December 31, 1995, and \$1,500.00 on or before January 1, 1996 and following years.

Should the term of this lease agreement terminate on a day other than the last day of a calendar year, the rent payable during that year shall be adjusted on a pro-rata basis. Payments of rent shall be in lawful money. A fee of \$20.00 will be assessed for all checks returned by the bank due to insufficient funds or for any other reason.

The yearly rental rate for this lease term will be determined by RCRRA on a periodic basis in accordance with market conditions and adjusted accordingly.

6. Utilities, services, and taxes. Wanless shall be responsible for all costs for water, sewer, and electricity and any other utilities used, consumed, or wasted in connection with the leased premises, and any other services provided to the leased premises, including, but not limited to, waste or trash removal and snow plowing.

Wanless shall be responsible for all real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from Wanless's use of the leased premises pursuant to this lease agreement.

7. Maintenance and repairs. Wanless accepts the leased premises in the "AS IS" condition without any obligation on the part of RCRRA to make any changes, removals, repairs, or improvements thereto. At all times during its occupancy of the leased premises, Wanless shall be responsible to keep the leased premises in a good, clean, and safe condition, to maintain any fixtures, improvements, and equipment thereon, and to use reasonable precaution to prevent waste, damage, or injury from occurring, all at Wanless's sole cost and expense.

Wanless shall keep the leased premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for Wanless or claimed to have been so furnished during the term of this lease agreement. Wanless agrees to reimburse RCRRA for the costs of repairs to the leased premises necessitated by Wanless's misuse or abuse of said premises.

RCRRA shall not be liable to Wanless or those claiming by, through, or under Wanless for any injury, death, or property damage occurring in, on, or about the leased premises. Without limitations of the foregoing, RCRRA shall not

be liable for any loss or damage which may be sustained by Wanless or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the leased premises, nor for loss or damage by reason of the present or future condition of repair of the leased premises, or for loss or damage arising from the acts or omissions of Wanless or other tenants or occupants.

8. **Indemnification.** Wanless hereby agrees to defend and does hereby indemnify and hold harmless RCRRA, its commissioners, officers, agents, and employees from and against any and all claims, proceedings, actions or causes of action, lawsuits, judgments, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including reasonable attorney's fees, related to or arising out of Wanless's use of the leased premises pursuant to this lease agreement.
9. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions hereinabove set forth in paragraph 8, Wanless agrees to purchase and maintain in force at all times during the term of this lease agreement the following minimum insurance coverages applicable to the leased premises, affiliated activities, and/or this lease agreement, and to comply with all provisions noted:

A. **Fire and All-Risk Property Insurance**

Coverage shall be written on a replacement cost basis for the building partially located on the leased premises, and any personal property of Wanless at the building and/or the leased premises. RCRRA shall be added as an additional insured under the policy as its interests may appear.

Waiver of Subrogation

Wanless hereby waives against RCRRA any and all rights of recovery for any loss or damage, including consequential loss or damage, caused by any peril or perils covered under their respective property policies. Certificates of insurance shall indicate that this waiver has been included on Wanless's policy.

B. **General Liability Insurance**

OPTION 1: Commercial General Liability Insurance

Minimum limits:

\$ 600,000 each event limit
\$ 1,000,000 general aggregate
\$ 1,000,000 products/completed operations total limit
\$ 600,000 personal injury & advertising liability

The policy is to be written on an occurrence basis or as acceptable to the Ramsey County Risk Manager. Certificates of Insurance must indicate if the policy is issued on a

claims-made or occurrence basis.

OPTION 2: Comprehensive General Liability Insurance

Minimum limits:

\$ 600,000 per occurrence

\$ 1,000,000 aggregate

The following coverages must be specifically insured and certified with no internal sublimits:

- a. Premises and Operations
- b. Independent Contractor's Contingent Liability
- c. Products/Completed Operations
- d. Contractual Liability - either specifically naming this lease agreement or on a blanket basis
- e. "X, C, U" Hazard Liability (if applicable)
- f. Personal Injury Liability - including claims related to employment and coverages a through e
- g. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion

Under both options 1 and 2, RCRRA, its officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of RCRRA.

C. Automobile Liability Insurance

Minimum limit: \$600,000 Combined Single Limit

Coverage shall include: hired, nonowned and owned auto

D. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance shall be as required by law and shall include an all states or universal endorsement.

Employer's liability minimum limits:

\$ 500,000 per accident

\$ 500,000 per employee

\$ 500,000 per disease policy limit.

- E. All certificates of insurance shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Bests' rating for the insurer shall be noted on the certificate, and shall not be less than a B+. On the certificate, the agent shall certify whether or not he/she has errors and omissions coverage.
- F. All certificates of insurance shall provide that the insurance company shall give thirty (30) days' written notice to both Wanless and RCRRA of cancellation, non-renewal, or any material changes in the policy and certificates of insurance.

- G. Paragraphs 9.A. through 9.F. establish minimum insurance requirements, and it is the sole responsibility of Wanless to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
 - H. Nothing in this lease agreement shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
 - I. All insurance policies shall be open to inspection by RCRRA and copies of all policies shall be submitted to RCRRA upon written request.
10. Environmental concerns. Wanless shall not create or permit any condition of the leased premises that could present a threat to human health or to the environment. Wanless shall defend, indemnify and hold harmless RCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by Wanless's, or those claiming by, through, or under Wanless, use of the leased premises or violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use, or disposal of any such material. Wanless shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the leased premises caused by Wanless or any use of the leased premises by Wanless or those claiming by, through, or under Wanless, during Wanless's period of occupancy or during Wanless's use prior to the date of this lease agreement. Wanless expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive the cancellation of this lease agreement. Wanless agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until RCRRA discovers any such health or environmental impairment, and Wanless hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

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

11. Testing provision. At the request of RCRRA, upon the termination of this lease agreement, or during the term hereof, Wanless shall pay for the services of a state-approved contractor to sample what appears to be any visibly contaminated areas of the leased premises. For any contaminated

areas, Wanless's contractor shall provide remediation recommendations to RCRRA, and shall perform remediation to the satisfaction of RCRRA. Copies of the results shall be forwarded to RCRRA by Wanless to ensure that the leased premises are returned to RCRRA reasonably free of pollution and in compliance with all applicable state and federal laws and regulations. The provisions of this paragraph shall survive the termination of this lease agreement.

12. **Default.** In the event of a breach or default of any term, condition, or covenant of this lease agreement by Wanless, Wanless shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the said thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with Wanless diligently pursuing correction, RCRRA may terminate this lease agreement immediately and re-enter the leased premises and take possession thereof, and 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.
13. **Remedies cumulative.** All remedies hereinbefore and hereafter conferred on RCRRA and Wanless shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this lease agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by RCRRA of rent due hereunder with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver by Wanless or RCRRA of any of the provisions of this lease agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.
14. **Assignment and subletting.** Wanless shall not transfer, assign, sublet, mortgage, pledge, subordinate, or otherwise convey its interest in this lease agreement, the leased premises, or any part thereof to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
15. **Condemnation.** If all or any part of the leased premises is subjected to taking under eminent domain laws, this lease agreement shall terminate from the time possession is taken by the condemning entity, with prepaid rental prorated. Wanless agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property owned or constructed by Wanless.
16. **Compliance with laws, ordinances, and rules.** Wanless agrees to comply with all laws, ordinances, fire codes, and other regulations of federal, state, municipal, and local government agencies as they apply to its occupancy of

the leased premises and/or the business it transacts on the leased premises. Wanless shall also comply with any reasonable rules adopted by RCRRA for the safety, care, and cleanliness of the leased premises and for the preservation of good order therein. Wanless shall not permit the existence of any nuisance on the leased premises.

17. **Right of entry.** RCRRA may enter the leased premises at any time to examine, inspect, or protect the leased premises and to make alterations, renovations, or repairs.
18. **Non-exclusivity.** This lease agreement is non-exclusive and the rights herein granted are subject to the outstanding rights of others to occupy the leased premises, including, without limitation, poles, wires, pipelines, water lines, and sewers that exist or may be placed upon, across, above, or underneath the leased premises by RCRRA, its employees, agents, licensees, and representatives or invitees. RCRRA reserves unto itself the right to place additional poles, wires, pipelines, water lines, sewers, or other improvements upon, across, above, or underneath the leased premises, without payment of any sum to Wanless for any damage occasioned thereby, and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with Wanless's operations thereon.
19. **Relationship of the parties.** Nothing contained in this lease agreement shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Wanless, it being expressly understood and agreed that neither any provision contained in this lease agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and Wanless other than the relationship of landlord and tenant.
20. **Amendments.** There are no understandings or agreements not incorporated into this lease agreement. All amendments, waivers, alterations, or modifications to this lease agreement shall be only upon mutual agreement of the parties hereto, evidenced in writing and signed by the parties, and incorporated into this lease agreement by reference.
21. **Notices.** Written notices required under this agreement shall be directed as follows:

RCRRA	:	Ramsey County Regional Railroad Authority Ramsey County Government Center West, Suite 665 50 West Kellogg Boulevard St. Paul, MN 55102 RE: LNE024
Wanless	:	Wanless Construction Co. 1840 English Street Maplewood, MN 55109
22. **Counterparts.** This lease agreement is executed in three (3) counterparts,

each of which shall constitute the same agreement.

23. Headings. The paragraph headings contained in this lease agreement are for convenience only and shall not be used in interpreting this lease agreement.

24. Other conditions.

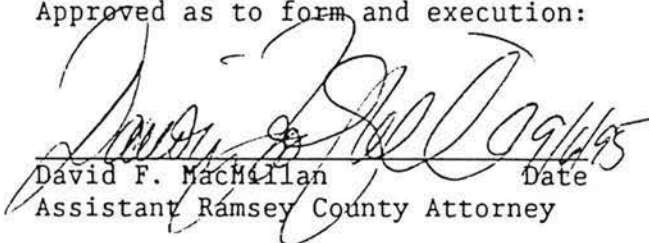
a. Any fencing which may be installed along the boundaries of the leased premises by Wanless shall be and shall always remain the personal property of Wanless, and shall not be considered part of the real property of RCRRA on which the leased premises are located.

25. Parties bound. This lease agreement shall inure to and bind the successors and assigns of the parties hereto. The signatories below each affirm that they have the legal authority to execute this instrument on behalf of the named parties and bind said parties to the covenants and conditions herein.

IN WITNESS WHEREOF, the parties hereto have signed this lease agreement on the day and year first above written.

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan
Assistant Ramsey County Attorney

Date

By

John T. Finley
Chair

Date

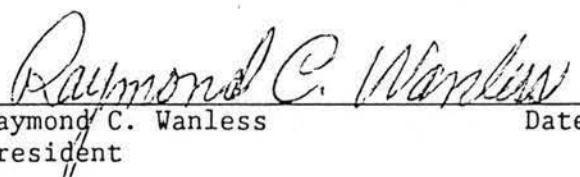
Insurance approved:


Denise Kapler
Risk Management

Date

WANLESS CONSTRUCTION CO.

By


Raymond C. Wanless
President

Date 6-23-95

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: LNE024

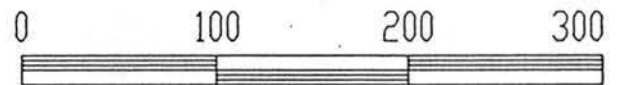
WEST QUARTER CORNER
SECTION 15, T.29N, R.22W.

FROST AVE.

SOUTH LINE NW 1/4 SEC. 15
NORTH LINE SW 1/4 SEC. 15

EXHIBIT A

N



Scale: 1"=100'

WEST LINE SW 1/4 SEC. 15

ST.

ENGLISH

60 SUMMER AVE.

APPROX.
28,183 sq.ft.

APPROX. 18,155 sq.ft.

BUILDING

STONE
CLAY
STREET

50 50

RAIL
AUTHORITY

REGIONAL

COUNTY

RAMSEY

R.C.R.R.A. LEASE
LNE023
APPROX. 46,338
SQUARE FEET

R.C.R.R.A. LEASE
LNE024
APPROX. 23,736
SQUARE FEET

15

This certifies that

☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☒ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois

Per Lease Requirement

insures the following policyholder for the coverages indicated below:

Name of policyholder Wanless, Raymond C. + Florence
 Address of policyholder DBA Wanless Construction Co.
1840 N. English
 Location of operations Maplewood, TN 37107-4315
 Description of operations RE: LNE024: Bldg Site, Equipment Storage + Parking Area

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93-CB-4862-86	Comprehensive Business Liability	3-28-95	3-28-96	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☒ Products - Completed Operations ☒ Contractual Liability ☒ Underground Hazard Coverage ☒ Personal Injury ☒ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☐ General Aggregate Limit applies to each project ☐ ☐	25K. 6.27.95		Each Occurrence \$ 1,000,000
				General Aggregate \$ 1,000,000
				Products - Completed Operations Aggregate \$ 1,000,000
		</		

Name and Address of Certificate Holder

Ramsey County Regional Railroad Authority
 665 Ramsey County Gov. Center West
 50 West Kellogg Blvd.
 St. Paul, MN. 55102
 Attn: David L. Sipila

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative [Signature]
 Title Agent Date 6-12-95
 MARTIN E. GUSE AGENCY, INC.
 Agent's Code 3434 N. LEXINGTON, SUITE B
 ST. PAUL, MINNESOTA 55126
 (612) 482-7770

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/13/95
Date

Board Action Requested

A) Approve the permit to MCI Telecommunications Corporation for the continued location of three fiber optic cable marker posts on the RCRRA NE Corridor between Forest and Earl Streets in St. Paul;

B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachment.

Budgeting and Accounting

County Attorney

Risk Manager

Mark Johnson 7/17/95
Paul M. Luthy 7/18/95
James H. Kaper 7.18.95

Documentation certified complete for:

September 12, 1995

Board Date

Bette Kurysk
Signature

9/7/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, The portion of the Northeast Corridor between Forest and Earl Streets is bordered on the south by the operating right of way of the Chicago and North Western Transportation Company (CNW); and

WHEREAS, An encroachment on the right of way involves three fiber optic cable marker posts located between Earl and Forest Streets in St. Paul, which serve to identify and protect the MCI fiber optic cable system located on the CNW right of way; and

WHEREAS, The encroaching party, MCI Telecommunications Corporation, has requested a written agreement to provide for its continued use of this portion of the RCRRA property; and

WHEREAS, A permit has been negotiated to formalize MCI's use of the RCRRA property in this area; and

WHEREAS, The continued use of this property by MCI will not affect the future development potential of the corridor for light rail transit or trail use; Now, Therefore, Be It

RESOLVED, That the proposed permit to MCI, a copy of which is attached, is hereby approved; and Be It Further

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

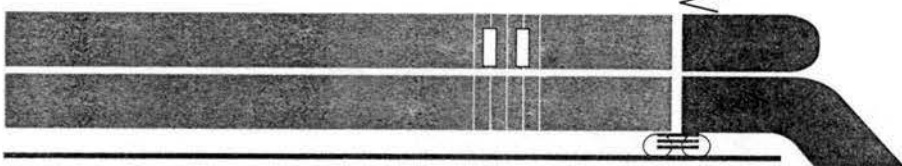
Date: _____ No: _____

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the permit on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KD*

SUBJECT: Permit for three fiber optic cable markers
MCI Telecommunications Corporation

DATE: June 27, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line. RCRRA has entered into a Joint Powers Agreement with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use.

RCRRA has also developed a Northeast Corridor Management Plan which provides management guidelines for the property.

When the property was acquired by RCRRA, it was subject to various types of private encroachment by neighbors to the corridor. RCRRA staff have been addressing these situations on a case by case basis, using the guidelines as outlined in the Management Plan.

The portion of the Northeast Corridor between Earl and Forest Streets in St. Paul is bounded on the south by the operating right of way of the Chicago and North Western Transportation Co. (CNW). MCI Telecommunications Corporation has installed a fiber optic cable upon the CNW right of way, along with marking posts which identify and protect the cable itself. (See location map.)

Three of the marking posts encroach onto the Northeast Corridor. These posts were installed without a written agreement prior to RCRRA acquisition of the corridor. MCI has advised that the posts cannot be relocated because of the proximity of the CNW operating tracks, and has requested a permit for the continued use of the RCRRA property.

A permit has been negotiated which will provide for the continued use of this land. The granting of this permit will not preclude future development of the corridor by RCRRA.

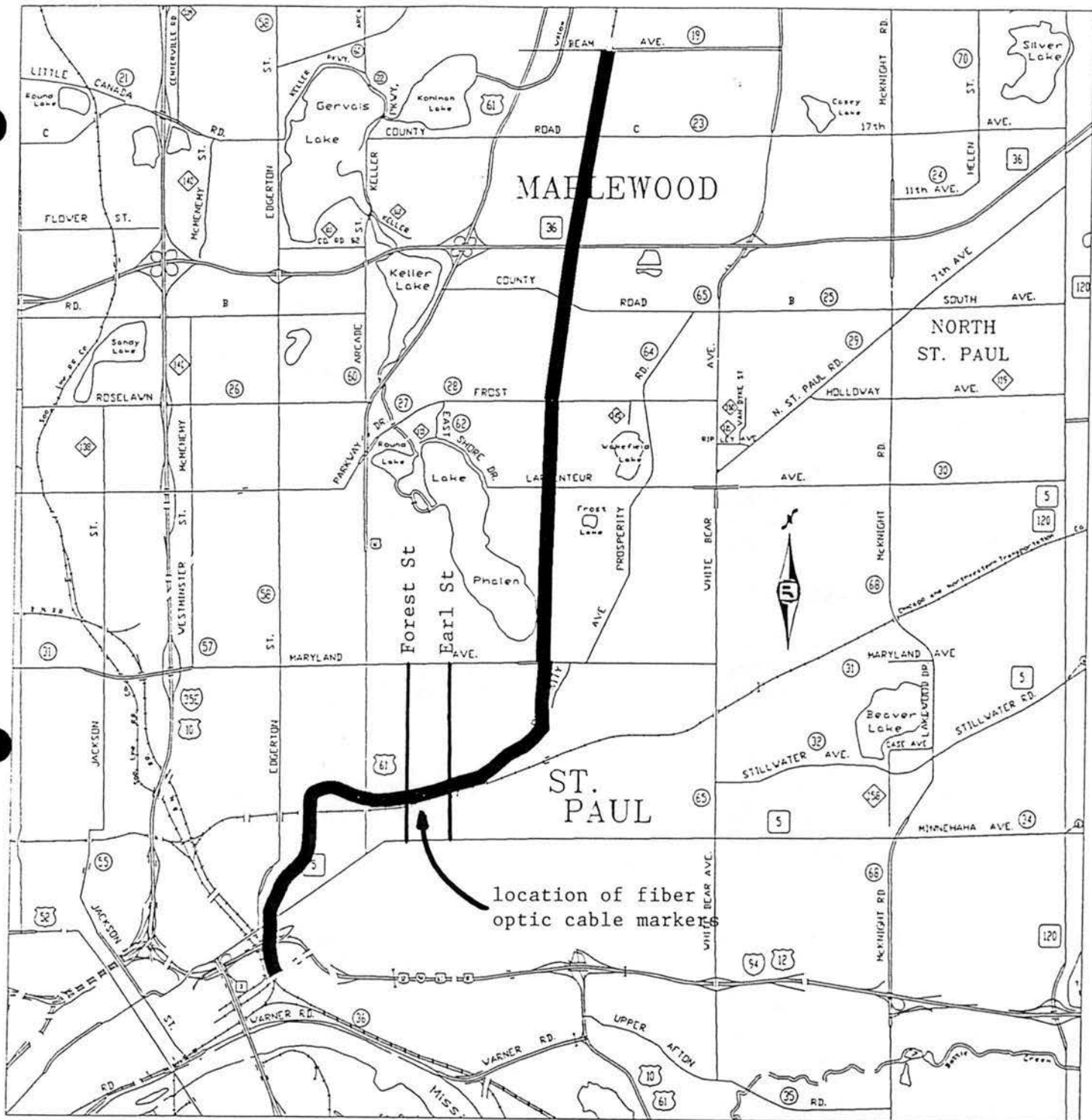
Consideration for this permit will be \$150 per ten year period, and the permit can be canceled by RCRRA at any time upon 30 days written notice.

Recommendation:

Approve the permit to MCI Telecommunications Corporation for the continued location of three fiber optic cable marker posts on the RCRRA Northeast Corridor between Forest and Earl Streets in St. Paul; and

Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of the Authority.

KD/blk
Attachments



RAMSEY COUNTY
Regional Railroad Authority

LOCATION MAP
Northeast Corridor
Kellogg Boulevard to
Beam Avenue

PERMIT

This permit, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and MCI Telecommunications Corporation, a Delaware corporation, party of the second part (hereinafter referred to as "Permittee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land of varying widths located between Forest Street and Earl Street in the City of St. Paul, Minnesota (hereinafter the "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, the Permittee is the owner of a communication system which occupies property owned by Chicago and North Western Transportation Company located adjacent and southerly of the right of way (hereinafter the "communication system"); and

WHEREAS, the Permittee has installed or caused to be installed on the right of way three marker posts for the purpose of identifying and protecting the communication system (hereinafter the "marker posts"); and

WHEREAS, the Permittee has requested a written agreement to provide for the continued location of the marker posts upon the right of way; and

WHEREAS, RCRRA is desirous of cooperating with the Permittee, provided its future options for developing the right of way are not precluded,

NOW THEREFORE, in order to define the rights of the respective parties at the present and in the future, it is agreed as follows:

1. **License to Use.** RCRRA agrees that the Permittee may use and enjoy all that portion of the right of way which is presently occupied by the three marker posts (hereinafter the "premises"), along with reasonable access thereto, and may maintain the three marker posts where they now stand.
2. **Consideration.** In consideration of the foregoing the Permittee will pay to RCRRA the sum of One Hundred Fifty Dollars (\$150.00) in advance for each ten year period that this permit is in effect, as an acknowledgment that the use and enjoyment of the premises is under this permit, and not otherwise. This payment shall be non-refundable should this permit be terminated for any reason prior to the end of each 10 year period. RCRRA retains the right to adjust this fee as conditions warrant.

3. **Termination.** Either party may terminate this permit at any time by giving thirty (30) days notice in writing to that effect to the other party, and thereupon the Permittee shall immediately remove the marker posts from the right of way and restore the premises to the satisfaction of RCRRA. If the Permittee shall fail so to do, RCRRA may remove or otherwise dispose of the marker posts as it sees fit at the expense of the Permittee, without any liability for damages.
4. **Relocation.** At the request of RCRRA, the Permittee, at its sole cost and expense, shall relocate any of the marker posts to other areas of the right of way as determined by RCRRA, for any reason deemed necessary by RCRRA. Should the Permittee wish to relocate one or more of the posts to a different area of the right of way, such relocation will be subject to the written approval of RCRRA, which approval may be withheld at the discretion of RCRRA.
5. **Restoration.** The Permittee shall be responsible to restore and repair any areas of the right of way disturbed by its use of the premises under this permit, at the sole cost and expense of the Permittee, to a condition acceptable to RCRRA.
6. **Taxes.** The Permittee shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
7. **Indemnification.** The Permittee shall protect, indemnify, and hold harmless RCRRA, its commissioners, agents, and employees, from and against any and all cost, expense, liability, loss, claims for damages, actions, or causes of action arising out of, connected with, or caused by its use of the premises pursuant to this permit.
8. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions set forth in paragraph 7, the Permittee agrees to purchase and maintain in force during the entire term of this permit a policy of General Liability Insurance with a minimum coverage limit of \$1,000,000. RCRRA shall be added as an additional insured on the policy with a cross-suits endorsement included to the benefit of RCRRA and a certificate of insurance evidencing such coverage shall be provided by the Permittee to RCRRA.

The Permittee shall carry throughout the term of this permit Workers' Compensation and Employer Liability coverage in accordance with Minnesota State Statute. Evidence of current such coverage shall be provided to RCRRA.

Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.

9. **Non-exclusivity.** This permit is non-exclusive and the license herein granted is subject to the outstanding rights of others to occupy the

premises.

10. **Assignment.** The Permittee shall not transfer, assign, or sublet its interest in this permit without the prior written consent of RCRRA.
11. **Notices.** Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: PNE045

and to the Permittee at:

MCI Telecommunications Corporation
Right of Way Department
400 International Parkway
Richardson, TX 75081

IN WITNESS WHEREOF, the parties hereto have signed this permit on the day and year first above written.

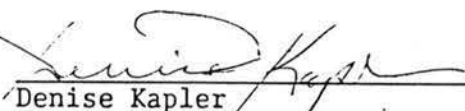
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

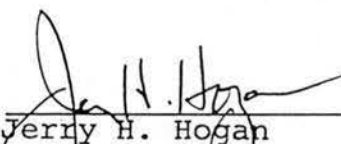

David F. MacMillan Date 7/19/95
Assistant Ramsey County Attorney

By _____ Date _____
John T. Finley
Chair

Insurance approved:


Denise Kapler Date 7-3-95
Risk Management

MCI TELECOMMUNICATIONS CORPORATION

By 
Jerry H. Hogan
Its Vice President
Date _____

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: PNE045

ACORD. CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)
06/15/95**PRODUCER**JOHNSON & HIGGINS OF WASHINGTON, DC
1401 EYE STREET, NW
SUITE 400
WASHINGTON, DC 20005-2204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	CONTINENTAL INSURANCE COMPANY
COMPANY LETTER	B	N/A
COMPANY LETTER	C	N/A
COMPANY LETTER	D	STATE COMPENSATION INSURANCE FUND (CA)
COMPANY LETTER	E	

MCI00-MCI TELECOM TERM RAWLK

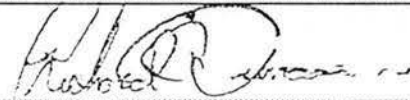
INSUREDMCI TELECOMMUNICATIONS CORPORATION
C/O MCI COMMUNICATIONS CORPORATION
1801 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	SRL3345180	4/01/95	4/01/98	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
	☒ CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED. EXPENSE (Any one person) \$ 25,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				
A D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	SRW9577353 - A/O	4/01/95	4/01/96	☒ STATUTORY LIMITS
		SRW9577354 - DED.	4/01/95	4/01/96	EACH ACCIDENT \$ 1,000,000
		1416284-95 - CA	4/01/95	4/01/96	DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMSRAMSEY COUNTY REGIONAL RAILROAD AUTHORITY IS NAMED AS ADDITIONAL INSURED UNDER THER GENERAL LIABILITY COVERAGE AS RESPECTS LAND USAGE FOR PLACEMENT OF FIBER OPTIC CABLE. PROJECT # 14473. ROUTE NAME: DOWNERS TO MINNEAPOLIS.
RAWLS, KARA**CERTIFICATE HOLDER**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
RAMSEY COUNTY GOVERNMENT CENTER WEST
SUITE 665
50 WEST KELLOGG BLVD.
ST. PAUL, MINNESOTA 55102
ATTN: DAVID SIPILA**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

9/6/95

Board Action Requested

Metro LRT Joint Powers Board update.

DISCUSSION ONLY

Request Justification

Information will be discussed at the Regional Railroad Authority meeting.

Budgeting and Accounting

County Attorney

Risk Manager

Marlene Johnson 9/6/95

Andrew J. Bell 9/6/95

Documentation certified complete for:

September 12, 1995

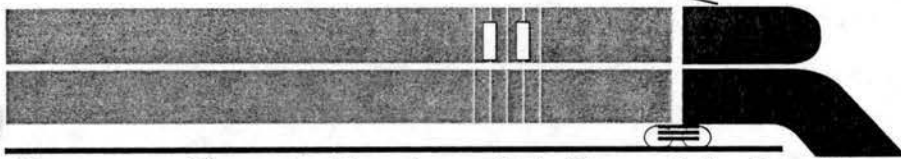
Board Date

Bette Kurysh

Signature

9/7/95

Date



Ramsey County Regional Railroad Authority

220 Courthouse, St. Paul, Minnesota 55102 612/266-8350 / FAX 266-8370

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

Agenda

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

TUESDAY, SEPTEMBER 26, 1995

11:15 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of: A) Special meeting of September 12, 1995, and B) Regular meeting of September 12, 1995
 2. Report on rail conference
 3. * Approve easement with Ramsey County for a trail on Northeast Corridor right of way and authorize the chair to execute the easement agreement
 4. * Consider options relating to acquisition of Northeast Corridor right of way from Beam Avenue to North Ramsey County border
- * Action is requested



Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

Special Meeting

September 12, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, September 12, 1995, at 11:00 a.m., for a special meeting in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: David MacMillan, Terry Schutten, Karen Tero, Toni Baker, Jim Van Houdt, Marlen Johnson, Bonnie Jackelen, Jim Tolaas, Hugh Faville, Kathryn DeSpiegelaere, David Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 11:08 a.m.

1. Approve the 1996 Proposed Maximum Net Tax Levy for the Truth in Taxation Notice of \$49,882, which in accordance with the Truth in Taxation Law, must be certified to the County Property Records and Revenue Department by September 15, 1995.

The Ramsey County Regional Railroad Authority (RCRRA) Commissioners briefly discussed the future of RCRRA and its staff. RCRRA staff will continue to work on light rail transit issues, transportation, and other transit concerns in addition to working on special projects with other County departments.

Commissioner Rafael Ortega moved the following recommendation, seconded by Commissioner Warren Schaber:

WHEREAS, The Truth in Taxation law requires the Ramsey County Regional Railroad Authority to certify a proposed net tax levy each year to the Property Records and Revenue Department (County Auditor); and

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
September 12, 1995

WHEREAS, The Minnesota Department of Revenue has notified the Ramsey County Regional Railroad Authority that the proposed tax levy to finance the 1996 budget must be certified by September 15, 1995; and

WHEREAS, A provision of the Truth in Taxation law is that the approved net tax levy after Homestead and Agricultural Credit Aid (HACA) for the 1996 budget cannot be more than the proposed tax levy certified by the Ramsey County Regional Railroad Authority by September 15, 1995; and

WHEREAS, The State of Minnesota has certified that the Ramsey County Regional Railroad Authority 1996 HACA amount is \$392,842 and the payable 1996 fiscal disparity distribution is \$49,872; and

WHEREAS, The HACA amounts provided by the State are to be subtracted from the total levy; Now, Therefore, Be It

RESOLVED, That the following information is approved relating to the 1996 certified levy:

Proposed budget	\$ 434,043
Less estimate revenue	0
Proposed tax levy	\$ 434,043
Plus allowance for uncollectible taxes (2%)	8,681
Gross tax levy	\$ 442,724
Less Homestead and Agricultural Credit Aid	(392,842)
NET TAX LEVY CERTIFIED	\$ 49,882
Less fiscal disparities distribution which shall be deducted by the County Auditor	(49,872)
NET TAX TO BE PAID BY PROPERTY OWNERS	\$ 10 =====

Ayes - 7, Nays - 0
Motion adopted. (R95-12)

There being no further matters to come before this board, Chairman Finley declared the meeting adjourned at 11:35 a.m.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

Regular Meeting

September 12, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, September 12, 1995, immediately following the 11:00 a.m. special meeting in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: David MacMillan, Terry Schutten, Karen Tero, Toni Baker, Jim Van Houdt, Marlen Johnson, Bonnie Jackelen, Jim Tolaas, Hugh Faville, Kathryn DeSpiegelaere, David Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 11:35 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of August 22, 1995.

Commissioner Brenda Thomas moved the following recommendation, seconded by Commissioner Susan Haigh.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of August 22, 1995, as written.

Roll Call: Ayes - 7, Nays - 0
Motion Adopted.

2. Approve payment to Benshoof Construction of \$7093.02 for repair of a retaining wall near Preble Street and the Northeast Corridor right of way; approve a budget adjustment for the payment.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
September 12, 1995

Page 2

Commissioner Susan Haigh moved the following recommendation, seconded by Commissioner Rafael Ortega:

WHEREAS, Ramsey County Regional Railroad Authority contracted with Benshoof Construction for repair of a retaining wall adjacent to Preble Street on the Northeast Corridor right of way; and

WHEREAS, The repair of the wall involved materials and labor in quantities greater than had been estimated by Ramsey County Public Works Department; and

WHEREAS, The original contract amount of \$37,390.75 has been exceeded by \$7,093.02; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes payment to Benshoof Construction of the additional amount of \$7,093.02 for repair of the retaining wall; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority approves the following budget transfer of \$7,093.02:

TRANSFER FROM APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	020193	County Project Management	\$7,093.02

TRANSFER TO APPROPRIATION

<u>Org. #</u>	<u>Account No.</u>	<u>Account Title</u>	<u>Amount</u>
59109	040400	Improvements Other Than Buildings	\$7,093.02

Ayes - 7, Nays - 0
Motion adopted. (R95-13)

3. Approve a lease agreement with Gladstone Lumber Mart at 1870 English Street, along Northeast Corridor right of way and authorize the Chair to execute the agreement

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Warren Schaber:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
September 12, 1995

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by Ramsey County Regional Railroad Authority from Burlington Northern in 1992; and

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, Gladstone Lumber Mart, Inc., is a current tenant of RCRRA on a portion of the Northeast Corridor property at 1870 English Street in Maplewood, upon which is located warehouses, a retail store, and lumber yard; and

WHEREAS, The premises currently being leased by Gladstone is irregularly shaped and bounded by rail spurs that no longer exist on the site; and

WHEREAS, Gladstone has agreed to revise its leased premises to accommodate the leasing of adjoining property by RCRRA and also to clarify and simplify the boundaries of their leased premises; and

WHEREAS, Gladstone has requested to modify their present lease arrangement to provide for a specific term of tenancy; and

WHEREAS, The granting of a new lease to Gladstone which reflects these changes will not affect the future development potential of the property or the use of the right of way for light rail transit or trail; Now, Therefore, Be It

RESOLVED, That the lease to Gladstone Lumber Mart, Inc. for warehouses, a retail store, and a lumber yard at 1870 English Street, Maplewood, is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to execute the lease on behalf of Ramsey County Regional Railroad Authority.

Ayes - 7, Nays - 0
Motion adopted. (R95-14)

4. Approve a lease agreement with Wanless Construction Company at 1840 English Street, along Northeast Corridor right of way and authorize the Chair to execute the agreement

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Susan Haigh:

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
September 12, 1995

Page 4

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments involves a building and vehicle storage area owned by Wanless Construction Co., at 1840 English Street in Maplewood; and

WHEREAS, The encroaching party, Wanless Construction Co., has requested a written agreement to provide for their continued use of this portion of the RCRRA property; and

WHEREAS, A lease agreement has been negotiated to formalize Wanless's use of the RCRRA property in this area; and

WHEREAS, This portion of the Northeast Corridor is not included in the 100 foot right of way, and is not needed for public use at this time; and

WHEREAS, The leasing of this property to Wanless Construction Co. will not affect the future development potential of the property or the use of the right of way for light rail transit or trail; Now, Therefore, Be It

RESOLVED, That the lease to Wanless Construction Co., for parking and storage purposes, and for the location of a portion of a building, at 1840 English Street, Maplewood, is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the lease on behalf of Ramsey County Regional Railroad Authority.

Ayes - 7, Nays - 0
Motion adopted. (R95-15)

5. A) Approve the permit to MCI Telecommunications Corporation for the continued location of three fiber optic cable marker posts on the RCRRA NE Corridor between Forest and Earl Streets in St. Paul; B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

Commissioner Susan Haigh moved the following recommendation, seconded by Commissioner Rafael Ortega:

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 12, 1995

WHEREAS, The Northeast Corridor was acquired to preserve the property as a future option for a light rail transit line; and

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, The portion of the Northeast Corridor between Forest and Earl Streets is bordered on the south by the operating right of way of the Chicago and North Western Transportation Company (CNW); and

WHEREAS, An encroachment on the right of way involves three fiber optic cable marker posts located between Earl and Forest Streets in St. Paul, which serve to identify and protect the MCI fiber optic cable system located on the CNW right of way; and

WHEREAS, The encroaching party, MCI Telecommunications Corporation, has requested a written agreement to provide for its continued use of this portion of the RCRRRA property; and

WHEREAS, A permit has been negotiated to formalize MCI's use of the RCRRRA property in this area; and

WHEREAS, The continued use of this property by MCI will not affect the future development potential of the corridor for light rail transit or trail use; Now, Therefore, Be It

RESOLVED, That the proposed permit to MCI, a copy of which is attached, is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the permit on behalf of Ramsey County Regional Railroad Authority.

Ayes - 7, Nays - 0
Motion adopted. (R95-16)

6. Metro LRT Joint Powers Board update.

Chairman Finley said that at the September 6 Metro LRT Joint Powers Board meeting, Dakota County Regional Railroad Authority indicated they would like to remain a member of the Joint Powers Board, but not make a financial contribution to the Board in 1996. In turn, the Joint Powers Board passed a motion that a letter be sent to Commissioner Steve Loeding, Dakota County RRA, asking to reconsider their position.

Chairman Finley said the item of discussion that precipitated Dakota County RRA's position was that the Joint Powers Board was considering its future direction and had voted in favor of expanding its role to include emphasizing transit activities and better transit service in cooperation with the Metropolitan Council.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
September 12, 1995

Page 6

The Joint Powers Board staff was directed to return to the October 4 Joint Powers Board meeting with a budget and work plan that would outline its additional responsibilities.

There being no further matters to come before this board, Chairman Finley declared the meeting adjourned at ~~11:55 a.m.~~

12:03 pm

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpigelacere
Authorized Signature

9/14/95
Date

Board Action Requested

Report on rail conference

DISCUSSION ONLY

Request Justification

A discussion of a conference on rail in Portland, Oregon, September 16-18, will occur at the meeting.

Budgeting and Accounting

County Attorney

Risk Manager

Mark Johnson 9/18/95
D. L. Marshall

Documentation certified complete for:

September 26, 1995

Board Date

Bette Kuryak
Signature

9/20/95

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

9/14/95

Date

Board Action Requested

- A) Approve the easement to the County of Ramsey for the construction, operation, and maintenance of a trail over the RCRRA NE corridor between Larpenteur Avenue and Beam Avenue in Maplewood; and
- B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the easement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachments

Budgeting and Accounting

Mark Johnson

9/18/95

County Attorney

Dick Warrick

Risk Manager

Documentation certified complete for:

September 26, 1995

Board Date

Bette Kurysh

Signature

9/20/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood was acquired by Ramsey County Regional Railroad Authority in 1992; and

WHEREAS, On August 24, 1993, Ramsey County Regional Railroad Authority, the County of Ramsey, and the City of St. Paul entered into a Joint Powers Agreement to provide for the planning, development, and operation of the Northeast Corridor trail and future light rail transit use; and

WHEREAS, The Joint Powers Agreement provides that Ramsey County Regional Railroad Authority shall grant to the City and County easements for the construction, operation, and maintenance of a trail over the corridor; and

WHEREAS, An easement agreement has been reached between Ramsey County Regional Railroad Authority and the County of Ramsey pertaining to the portion of the Northeast Corridor between Larpenteur Avenue and Beam Avenue; Now, Therefore, Be It

RESOLVED, That the easement to the County of Ramsey is hereby approved; and Be It Further

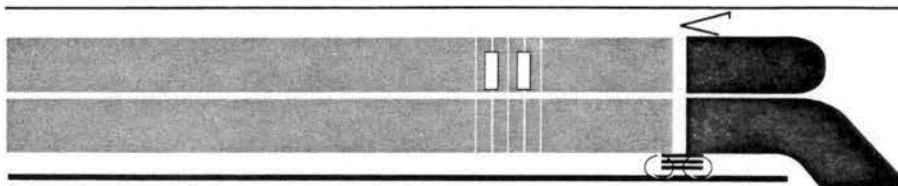
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the easement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Hal Norgard	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Warren W. Schaber	_____	_____	_____
Brenda Thomas	_____	_____	_____
Richard Wedell	_____	_____	_____

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *KD*

SUBJECT: Easement for BN Regional Trail
County of Ramsey

DATE: September 14, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line.

On August 24, 1993, RCRRA entered into a Joint Powers Agreement with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use. The Joint Powers Agreement provides that, upon acquisition of the corridor, RCRRA shall grant to the City and County easements for the construction, operation, and maintenance of a trail over the corridor.

An easement agreement has been negotiated between staff of RCRRA and the County of Ramsey which will provide for the development of recreational trails on the portion of the corridor located northerly of Larpenteur Avenue. This easement has been approved by Mn/DOT, as mortgagee. The County Board has also approved the easement, and a copy of the resolution is attached.

Construction of the County's trail was completed in July, 1995, and it is presently operational. The County has assumed all maintenance responsibility for the property.

Page Two

Recommendation:

Approve the easement to the County of Ramsey for the construction, operation, and maintenance of a trail over the Northeast Corridor between Larpenteur Avenue and Beam Avenue in Maplewood; and

Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the easement on behalf of the Authority.

KD/blk
Attachments

Resolution

Board of

Ramsey County Commissioners

Presented By Commissioner Wedell Date September 12, 1995 No. 95-409
Attention:

Budgeting and Accounting
Greg Mack, Director, Parks & Recreation
Kathryn DeSpiegelaere, Director, LRT Planning

WHEREAS, On August 24, 1993, the Ramsey County Regional Railroad Authority, Ramsey County and the city of St. Paul entered into a joint powers agreement defining the roles and responsibilities of the parties in the planning, development and operations of the former Burlington Northern Railroad Company right of way located within Ramsey County for trail and potential future light rail transit use; and

WHEREAS, The joint powers agreement provides that upon acquisition of the corridor, the Ramsey County Regional Railroad Authority shall grant to the county an easement for the construction, operations and maintenance of a trail within the corridor; and

WHEREAS, On December 27, 1992, the Burlington Northern Railroad Company transferred its right, title and interest to a portion of the Burlington Northern Railroad right-of-way located within Ramsey County to the Ramsey County Regional Railroad Authority; and

WHEREAS, Ramsey County has commenced construction and operation of a trail along portions of the corridor; Now, Therefore, Be It

RESOLVED, That the Ramsey County Board of Commissioners approve an easement by and between the Ramsey County Regional Railroad Authority for construction, operations and maintenance of a trail or trails within the former Burlington Northern Railroad right of way; and Be It Further

RESOLVED, That the Chair and Chief Clerk are hereby authorized to execute the easement document.

RAMSEY COUNTY BOARD OF COMMISSIONERS

	YEA	NAY	OTHER
John Finley	X		
Haigh	X		
Hal Norgard	X		
Rafael Ortega	X		
Warren Schaber	X		
Brenda Thomas	X		
Dick Wedell	X		

Hal Norgard, Chairman

By Bonnie C. Jackelen
Bonnie C. Jackelen
Chief Clerk - County Board

EASEMENT

THIS EASEMENT, made this 12th day of September, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and the County of Ramsey, a political subdivision of the State of Minnesota, party of the second part (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, on December 27, 1992, Burlington Northern Railroad Company transferred to RCRRA all of its right, title, and interest in and to the real property described on Exhibit A attached hereto, incorporated by reference and hereby made a part of this instrument (hereinafter the "corridor"), as evidenced by Quit Claim deed on file and of record in the office of the Ramsey County Recorder as document number 2693267; and

WHEREAS, on August 24, 1993, RCRRA, the County, and the City of St. Paul entered into a Joint Powers Agreement defining the roles and responsibilities of the parties in the planning, development, and operation of the corridor for trail and potential future light rail transit use, a copy of which is attached hereto as Exhibit B (hereinafter the "Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement provides that, upon acquisition of the corridor, RCRRA shall grant to the County an easement for the construction, operation, and maintenance of a trail over the corridor,

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, along with the promises and covenants herein contained, RCRRA does hereby grant and convey unto the County an easement for the construction, operation, and maintenance of a trail or trails upon the property described on Exhibit A attached hereto,

SUBJECT to the following express conditions:

1. The County hereby agrees to defend, indemnify and hold RCRRA harmless from and against any and all claims, proceedings, causes of action, lawsuits, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including attorney's fees related to or arising out of the County's use of the corridor pursuant to this easement.

The County acknowledges that it does not carry commercial liability insurance for bodily injury, personal injury, property damage or workers' compensation but has in effect, a program of self-insurance. It is further acknowledged that the County's liabilities are limited by the provisions of

MN Statute, Chapter 466. There is no waiver of the County of any of the protections set forth therein.

2. The County shall not transfer, assign, sell, lease, license, or otherwise convey its interest in this easement to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.
3. The County shall be responsible for paying any taxes, special assessments, or other charges levied by the County on the property described on Exhibit A during the time that the easement area described herein is being used by the County for trail purposes. In the event taxes, fees, special assessments or other charges are made or levied against the corridor by an entity other than the County, the parties hereto shall each pay one half (1/2) of any such tax, fee, special assessment or other charge; provided, however, that if the County is delinquent in the payment of its share of such tax, fee, special assessment or other charge, and as a result of such delinquency a penalty is assessed or interest accrues, the County shall pay all such penalty and accrued interest.
4. If the County abandons its use of the corridor for trail purposes, this easement and all of the County's rights hereunder shall terminate two (2) years after such abandonment. Abandonment under this section shall be deemed to have occurred if one or more of the following events occurs:
 - (a) The County notifies RCRRA in writing and by resolution of its governing body of its intent to abandon use of the corridor for trail purposes. In this instance, the County shall provide to RCRRA a suitable Quit Claim deed, properly executed and in recordable form, whereby the County relinquishes to RCRRA all rights granted by this easement; or
 - (b) The County ceases to maintain the trail in a manner which assures the safety of the users of the corridor; or
 - (c) If, in the opinion of RCRRA, the County has abandoned its use of the corridor for trail purposes; or
 - (d) Failure by the County to pay its share of any tax, special assessment, fee, or other charge pursuant to paragraph 3 hereof.

In the event of constructive abandonment pursuant to paragraphs 4(b), 4(c) or 4(d), RCRRA shall notify the county of its opinion and state with specificity the acts or failures to act which lead it to believe such abandonment has occurred. The County shall have six (6) months after such notice to notify RCRRA that it does not intend to abandon the corridor for trail purposes, and shall specify the corrective actions it intends to take to remedy the issues identified by RCRRA in its notice to the County. If the County fails to provide such notice within the six month period, abandonment shall be deemed to have occurred on the date RCRRA notified the County of its opinion that the corridor has been abandoned.

Upon abandonment, the County shall be responsible for restoring the corridor and removing all signs, trail material, fencing, and any other improvements erected in connection with its use of the corridor for trail purposes, at its sole cost and at no cost to RCRRA. Provided, however, that RCRRA may require the County to leave any or all fixtures or improvements on the corridor, without cost to RCRRA, which fixtures or improvements shall become the property of RCRRA upon abandonment.

5. This easement does not establish a permanent park, recreation area, or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of federal law (49 U.S.C. 303).
6. Any written notices required under this agreement shall be addressed as follows:

RCRRA: Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: ENE024

County: Ramsey County
Parks and Recreation Department
2015 N. Van Dyke Street
Maplewood, MN 55109-3796

7. Except as herein modified, the terms and conditions of the Joint Powers Agreement shall remain in full force and effect and are incorporated herein and made a part hereof.

The following described premises, which are described in the Joint Powers Agreement, are hereby specifically excluded from this easement:

Lots 13, 14 and 15, Block 3, "Gladstone, Ramsey County, Minnesota," together with that part of the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 13 and lying north of the easterly extension of the south line of said Lot 15.

ALSO

Lots 1, 2 and 3, Block 4, "Gladstone, Ramsey County, Minnesota," together with that part of the vacated Ridge street lying south of the easterly extension of the north line of said Lot 1 and lying north of the easterly extension of the south line of said Lot 3.

ALSO

That part of Lots 4, 5, 6 and 7, Block 4, "Gladstone Ramsey County, Minnesota," lying northeasterly of the following described

line:

Beginning at a point on the north line of said Lot 4 distant 29.00 feet east of the northwest corner of said Lot 4, thence southeasterly along a 16 degree curve, concave to the southwest, having a radius of 359.26 feet, to a point on the east line of said Lot 7 distant 5.00 feet north of the southeast corner of said Lot 7.

Together with the vacated Ridge Street lying south of the easterly extension of the north line of said Lot 4 and lying north of a line parallel with and 5 feet north of the easterly extension of the south line of said Lot 7.

8. This easement is non-exclusive and is granted subject to the outstanding rights of others to occupy the corridor. RCRRA does not warrant its title to the corridor.

This easement shall run with the land and inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this easement on the day and year first above written.

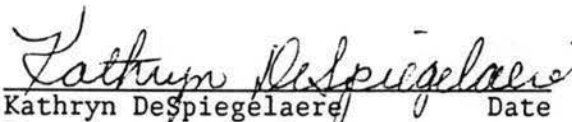
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan Date
Assistant Ramsey County Attorney

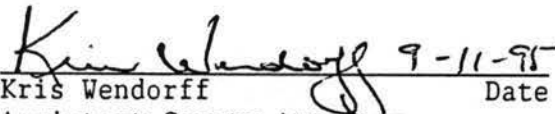
By _____ Date
John T. Finley
Chair

Recommended:

 9/15/95
Kathryn Despiegelaere Date
Director of LRT Planning

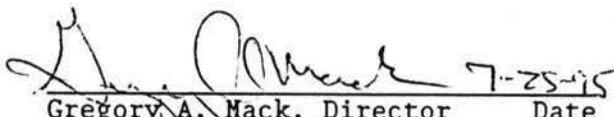
Approved as to form and execution:

COUNTY OF RAMSEY

 9-11-95
Kris Wendorff Date
Assistant County Attorney

By  9/12/95
Hal Norgard Date
Chair, Board of Commissioners 95-409

Approved:

 7-25-95
Gregory A. Mack, Director Date
Parks and Recreation Department

By  9/12/95
Bonnie Jackelen Date
Chief Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

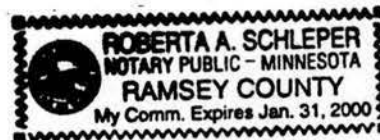
The foregoing was acknowledged before me on this _____ day of _____, 1995, by John T. Finley, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 12th day of September, 1995, by Hal Norgard and by Bonnie Jackelen, the Chair of the Board of Commissioners and Chief Clerk, respectively, of the County of Ramsey, a political subdivision of the State of Minnesota, on behalf of the County of Ramsey, as authorized in Resolution No. 95-409.

Roberta A. Schleper
Notary Public



This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: ENE024

EXHIBIT A to Easement
Ramsey County Regional Railroad Authority
to
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That part of the Southwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota, lying 75 feet on each side of the following described line:

Commencing at the southeast corner of said Southwest Quarter; thence North 89 degrees 42 minutes 33 seconds West along the south line of said Southwest Quarter a distance of 1205.00 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East 2668.22 feet to a point on the north line of said Southwest Quarter distant 711.44 feet west of the northeast corner of said Southwest Quarter and said line there terminating.

ALSO

That part of the Northwest Quarter of Section 3, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence North 89 degrees 48 minutes 36 seconds West, along the south line of said Northwest Quarter a distance of 635.44 feet to the point of beginning; thence North 9 degrees 30 minutes 09 seconds East a distance of 170.70 feet; thence North 80 degrees 29 minutes 51 seconds West a distance of 150.00 feet; thence South 9 degrees 30 minutes 09 seconds West a distance of 195.30 feet to the south line of said Northwest Quarter; thence South 89 degrees 48 minutes 36 seconds East along said south line a distance of 152.00 feet to the point of beginning.

ALSO

That part of the Southwest Quarter of Section 10, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence South 89 degrees 46 minutes 02 seconds East a distance of 550.34 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East a distance of 2663.50 feet to a point on the north line of said Southwest Quarter distant 988.43 feet east of the northwest corner of said Southwest Quarter and said line there terminating.

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EXHIBIT A to Easement
Ramsey County Regional Railroad Authority
to
County of Ramsey
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Lying southerly and westerly of the following described line:

Beginning at the intersection of the west line of the above described parcel of land and a line parallel with and 120 feet southerly of the hereinafter described Line 1; thence easterly along said parallel line to the above described centerline; thence southerly along said centerline to a line parallel with and 170 feet southerly of the hereinafter described Line 1; thence easterly along said parallel line to the east line of the above described parcel of land and said line there terminating.

Line 1 is described as follows:

Beginning at a point on the west line of said Section 10, distant 729.7 feet south of the west quarter corner thereof; thence run easterly at an angle of 89 degrees 56 minutes 00 seconds from said west section line (measured from north to east) for 1100 feet and there terminating.

ALSO

That part of the Northwest Quarter of Section 10, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 53 minutes 29 seconds East along the south line of said Northwest Quarter a distance of 988.43 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East a distance of 2656.72 feet to a point on the north line of said Northwest Quarter distant 1205.00 feet west of the northeast corner of said Northwest Quarter and said line there terminating.

Lying North of a line parallel with and 100.00 feet north of the south line of said Northwest Quarter.

Except that part lying westerly of the following described line:

Beginning at a point on the westerly line of the above described parcel distant 1867.70 feet from the south line of said Northwest Quarter, as measured along said westerly line; thence northerly along a curve concave to the east, tangent to said westerly line, having a radius of 2914.93 feet, a central angle of 6 degrees 22 minutes 55 seconds a distance of 324.68 feet to the east line of the Northwest Quarter of said Northwest Quarter; thence northerly along said east line of the Quarter-Quarter a distance of 108.43

EXHIBIT A to Easement
Ramsey County Regional Railroad Authority
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County of Ramsey
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feet to the intersection with the westerly line of the above described parcel and said line there terminating.

ALSO

That part of the Southwest Quarter of Section 15, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Southwest Quarter; thence South 89 degrees 58 minutes 42 seconds East along the south line of said Southwest Quarter a distance of 216.75 feet to the point of beginning of the line to be described; thence North 2 degrees 30 minutes 44 seconds East a distance of 2640.40 feet to a point on the north line of said Southwest Quarter distant 345.89 feet east of the northwest corner of said Southwest Quarter and said line there terminating.

ALSO

That part of the Northwest Quarter of Section 15, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 48 minutes 54 seconds East along the south line of said Northwest Quarter a distance of 345.89 feet to the point of beginning of the line to be described; thence North 2 degrees 30 minutes 44 seconds East a distance of 1698.26 feet; thence along a tangential curve, concave to the east, having a radius of 5729.65 feet, a central angle of 6 degrees 59 minutes 25 seconds and a distance of 699.04 feet; thence North 9 degrees 30 minutes 09 seconds East a distance of 250.27 feet to a point on the north line of said Northwest Quarter distant 550.34 feet east of the northwest corner of said Northwest Quarter and said line there terminating.

EXHIBIT B

JOINT POWERS AGREEMENT

This Agreement is entered into by and between the Ramsey County Regional Rail Authority (hereafter the "AUTHORITY"), the County of Ramsey (hereafter the "COUNTY"), and the City of St. Paul (hereafter the "CITY"), on this _____ day of _____, 19____.

WITNESSETH:

WHEREAS, the parties have authority, pursuant to Minn. Stat. § 471.59, subd. 1 and subd. 10, to enter into agreement for the joint or cooperative exercise of powers each may have; and

WHEREAS, the AUTHORITY has acquired the abandoned Burlington Northern Railroad right-of-way which is described in the attached Exhibit A, and hereinafter referred to as the "CORRIDOR", for purposes of joint Light Rail Transit and recreational trail use; and

WHEREAS, the CITY, COUNTY and AUTHORITY desire to work cooperatively to plan, develop, and operate the CORRIDOR for joint public transportation and recreational use; and

WHEREAS, the AUTHORITY shall permit concurrent use of the CORRIDOR by the COUNTY and CITY for a recreational trail; and

WHEREAS, the parties recognize that the Light Rail Transit alignment within the CORRIDOR has more stringent engineering, design, construction, and operational requirements than does a recreation trail,

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

I. DEFINITIONS

Unless otherwise required by the context in which they appear, for purposes of this agreement, the following words and phrases have the meaning ascribed to them by this section:

- A. Authority. The Ramsey County Regional Rail Authority
- B. County. The County of Ramsey
- C. City. The City of St. Paul
- D. Date of Acquisition. The date on which the Burlington Northern Railroad or any other current owner of property transfer all of its rights, title, and interest in any real or personal property to either the AUTHORITY, COUNTY or CITY

- E. Railroad. The Burlington Northern Railroad, its predecessors and subsidiaries
- F. Corridor. All that real property owned or claimed by the Railroad as described in the attached Exhibit A
- G. Transitway. Those portions of the CORRIDOR required by the AUTHORITY for tracks and lateral support thereof and passenger station or platforms, park and ride lots, signals, switches, electrical power poles and all other equipment used in propagating electrical power for operation of the transit system, and all other equipment necessary for safe, efficient operation or maintenance of a light rail transit system within the CORRIDOR
- H. Roadbed. That portion of the CORRIDOR on which the RAILROAD has placed railroad tracks, ties, and ballast over which the RAILROAD operated trains, in the condition existing as of January 2, 1990.
- I. Trail. A recreational, transportation, pedestrian and bicycle trail, including access, lighting, and any other improvements necessary for safe, efficient operation, constructed and operated by the COUNTY and CITY.
- J. Temporary Trail. The trail constructed by the CITY or COUNTY or both prior to the time at which the AUTHORITY constructs its transitway.

II. CORRIDOR ACQUISITION

- A. The AUTHORITY shall pay the purchase price for acquisition of the CORRIDOR, and title to the CORRIDOR shall be in the name of the AUTHORITY.
- B. If the CORRIDOR is at any point of insufficient width to safely accommodate both the transitway and a trail, the roadbed, whenever established, shall have precedence and the authority may require either the City or County to acquire such additional property or take any other actions necessary to permit the safe construction and operation of both the transitway and a trail.

III. DUTIES OF AUTHORITY UPON ACQUISITION OF CORRIDOR

- A. The AUTHORITY shall grant to the CITY and the COUNTY, respectively, an easement for the construction, operation, and maintenance of a recreational trail over the CORRIDOR.
- B. The easements created pursuant to paragraph III (A) above shall be granted to the CITY for all portions of the CORRIDOR lying within the corporate limits of the CITY of St. Paul,

and to the COUNTY for all portions of the CORRIDOR outside the corporate limits of the CITY of St. Paul.

C. The easements shall include the following terms, in addition to any other terms agreed upon by the parties:

1. That upon acquisition of the CORRIDOR, and pending development and construction of a transit system, the CITY and COUNTY may design, construct, operate, and maintain over any and all portions of the CORRIDOR a temporary recreational trail or trails.
2. That the AUTHORITY shall be obligated at all times to provide sufficient area within the CORRIDOR to insure that the CITY and COUNTY may construct and maintain a trail. Neither the AUTHORITY or its successors or assigns may so construct or operate its transitway in such fashion as to preclude practical and safe construction and operation of the trail. Nothing in this section shall require the AUTHORITY to acquire additional land to accommodate a trail.
3. That the CITY and COUNTY agree that any temporary trail shall be subject to removal upon demand by the AUTHORITY when the transitway is designed and constructed, if such design, in the opinion of the AUTHORITY, requires such removal.

Any temporary trail shall be designed in such fashion that it will not require removal or alteration of the existing roadbed. If the temporary trail is designed in a manner to require removal or alteration of the roadbed, and such design is approved by the AUTHORITY, it shall be the responsibility of the CITY and COUNTY to restore the roadbed or compensate the AUTHORITY for additional costs it may incur to restore the roadbed if such restoration is required for construction of the transitway. If the existing roadbed is found to be unsatisfactory for use for the transitway so that its utility was not diminished by the actions of the COUNTY or CITY in establishing the temporary trail, then the CITY and COUNTY shall not be liable for restoration costs under this section.

If construction of the transitway requires removal of the temporary trail, or any portion thereof, the CITY and COUNTY shall bear the expense of such removal.

Upon completion of or in conjunction with construction of the transitway, the CITY and COUNTY may construct a new recreational trail within those portions of the CORRIDOR not necessary for transitway construction, maintenance, and operation.

4. That the AUTHORITY shall have the sole, final, and exclusive right to determine when it will construct the

transit system, the nature and kind of transit system to be constructed, where the transit system will be constructed within the CORRIDOR, and the nature and kind of safety features it will require for development of the trail.

5. That the AUTHORITY shall have the right to review and approve all temporary and permanent trail construction and alignment plans prepared by the CITY and COUNTY, and that no construction or reconstruction of the trail shall take place until such approval is given by the AUTHORITY to the CITY and COUNTY.
6. That the AUTHORITY shall have responsibility for security and maintenance of the CORRIDOR until such time as the CITY and COUNTY begin construction of the trail within their respective portions of the CORRIDOR. Upon commencement of construction of the trail, the respective CITY and COUNTY shall assume responsibility for maintenance and security of the CORRIDOR until such time as the AUTHORITY constructs its transitway in the CORRIDOR. The AUTHORITY shall be responsible for clearing the corridor of encroachments which interfere with the joint operation of the corridor for trail and transit purposes.
7. That the CITY and COUNTY shall, at the request of the AUTHORITY, close the trail in whole or in part, during the construction of the transitway.
8. That the CITY, COUNTY and AUTHORITY will endeavor to cooperate in the planning, design, construction, and operation of the trail and transitway to assure optimum joint use. However, should disputes arise between the CITY and COUNTY, either individually or jointly, and the AUTHORITY, the AUTHORITY shall have the final decision-making authority, and the CITY and COUNTY shall abide by such decisions.
9. That if at any time operation or maintenance of the transitway causes damage or destruction to all or any portion of the trail, the AUTHORITY shall be liable for all necessary repairs.

IV. DUTIES OF CITY AND COUNTY AFTER ACQUISITION OF CORRIDOR

- A. The CITY and COUNTY shall enter into easements as described in Section III (A) and III (B) of this Agreement, and shall agree to the terms of the easements as outlined in Section III (C) of this Agreement.
- B. The CITY and COUNTY shall cooperatively develop a Master Plan for the trail within the CORRIDOR for presentation to the AUTHORITY, as required by this Agreement, and to the

Metropolitan Council. The COUNTY shall be deemed the implementing agency for all portions of the trail outside the corporate limits of the CITY, and the CITY shall be deemed the implementing agency for all portions of the trail within the corporate limits of the CITY of St. Paul. The Master Plan shall be subject to approval by the AUTHORITY, and shall not be submitted to the Metropolitan Council without such prior approval.

- C. The Master Plan shall include, but not be limited to, the following terms:
1. It shall recognize the right of the AUTHORITY to use the CORRIDOR for transit purposes as defined in this Agreement.
 2. For master planning purposes, the CORRIDOR will be considered as the Burlington Northern line between its southern terminus near Kellogg Boulevard in the CITY of St. Paul and the northern Ramsey County line, plus that area to be acquired by the CITY between the southern terminus and the Mississippi River. Provided, however, that nothing in this section shall require the COUNTY or the AUTHORITY to acquire any property not abandoned for rail purposes by the Burlington Northern Railroad or any other railroad as of the date of this Agreement. The COUNTY and the AUTHORITY, however, either individually or jointly, may acquire any property abandoned by any railroad in the future.
 3. For trail development purposes, the CORRIDOR will be considered that area acquired by AUTHORITY, plus adjoining publicly owned areas where improvements will be needed for access to the trail, plus the area to be acquired by CITY (using regional funds) between the southern terminus (near Kellogg) and the Mississippi River.
 4. All applications to the Metropolitan Council or any other agency for development funding shall be coordinated between the CITY-COUNTY.
- D. Upon commencement of trail construction, the CITY and COUNTY shall become responsible for security and maintenance of those portions of the CORRIDOR which lie within their respective jurisdictions pursuant to paragraph III (C) of this Agreement, and the AUTHORITY shall have no further responsibility for such security and maintenance until such time as it constructs a transitway in the CORRIDOR. At such time as both the transitway and recreational trail are completed, the CITY and COUNTY shall be responsible for maintenance and security of the trail system, and the AUTHORITY shall be responsible for maintenance and security of the transitway. The cost of maintenance for common areas

shall be divided equally between the AUTHORITY and the CITY or COUNTY.

- E. The CITY and COUNTY shall establish and enforce consistent rules and regulations governing public use of the trail CORRIDOR.

V. GENERAL TERMS AND CONDITIONS

- A. Indemnification. Each party to this Agreement agrees that it shall defend, indemnify, and hold harmless all other parties from its own negligent acts. No party waives any statutory limits on liability.
- B. If the AUTHORITY acquires the CORRIDOR but determines that it or any portion thereof is not needed for transitway purposes and that therefore it shall have no further need for the property, the CITY and COUNTY agree that they shall acquire the AUTHORITY's interest in the CORRIDOR by payment to the AUTHORITY of 50% of the then fair market value of the line or \$750,000, whichever is greater.

Provided, however, that the CITY and COUNTY agree to save, defend, reimburse, and hold harmless the AUTHORITY from any repayments to third parties for contributions or loans made by such third parties for purchase of the line required of the AUTHORITY at any time by said third parties after the CORRIDOR is purchased pursuant to this section by the CITY and COUNTY.

- C. Any easements created pursuant to this Agreement shall be freely assignable by the AUTHORITY, and AUTHORITY's assignee shall be bound by the terms of said easement.
- D. Termination and Modification. Except as otherwise provided herein, this agreement and the rights and obligations of the parties hereunder may be modified or terminated only by the mutual consent of all parties. If an action or modification affects only the CITY or COUNTY'S portion of the trail easement, and not both, then the CITY or COUNTY may separately agree with the AUTHORITY to amend this agreement, and the consent of the party whose interest is not affected need not be obtained. All amendments or modifications shall be in writing and approved by the governing body of the respective parties to this agreement or their successors and assigns.
- E. Bridges. If the roadbed utilizes bridges in existence at the time the AUTHORITY acquires the CORRIDOR and roadbed, the CITY and COUNTY may use the existing bridges for any temporary trail they construct within the CORRIDOR if they desire. If the existing bridges are at any time deemed deficient, or if any unit of federal, state, or local government, including the parties to this agreement,

determines that the existing bridge structures be removed, the AUTHORITY shall be responsible for such removal. The CITY and COUNTY may construct, at their expense, temporary bridges to replace any bridge structure so removed, for temporary trail use. When the transitway is constructed, all temporary bridges shall be removed if required by the AUTHORITY, for construction of the transitway. Such removal shall be at the expense of the CITY or COUNTY.

When the transitway is constructed, either new bridges will be constructed which will accommodate both trail and transitway operation, or separate bridge structures for trail and transitway will be constructed. However, if any existing structure need not be replaced, the parties may agree to its continued use.

Prior to design of the bridge structure or structures, the parties to this agreement shall decide whether to construct a joint use structure or separate structures. If the parties decide to build a joint use structure, the CITY or COUNTY shall pay for the engineering, design, and construction of the bridge to the extent the cost of such joint purpose structure exceeds the cost of engineering, design and construction of a structure for transitway only, and the AUTHORITY shall pay the remaining cost.

If the parties elect to build separate structures, each shall be responsible for all costs associated with design and construction of their structure and shall not be responsible for any costs of the other structures built.

- F. Additional Facilities. If the CITY, COUNTY or AUTHORITY acquires property, either within or outside of the CORRIDOR, which is used for the construction of automobile parking areas, the party acquiring and constructing the parking facility shall permit patrons both of the trail and transit system to use said facilities.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

By: *John T. Finley*
John T. Finley, Chair

Date: 5/12/93

APPROVED AS TO FORM:

Abraham
~~Ramsey County Regional Railroad Authority~~
Assistant Ramsey County Attorney

Date: _____

CITY OF ST. PAUL

By: *RB*
Mayor, City of St. Paul

By: *Michael*
Finance Director

Date: 7/01/93

APPROVED AS TO FORM:

De. M. H. H. H.
Assistant City Attorney

COUNTY OF RAMSEY

By: *Hal Norgard*
Hal Norgard, Chair
Ramsey County Board of Commissioners

Date: 8/24/93

By: *Bonnie Jackelen*
Bonnie Jackelen 93-257
Chief Clerk County of Ramsey

Date: 8/24/93

APPROVED AS TO FORM:

Jim MacNeil
Assistant Ramsey County Attorney

Ramsey County Regional Railroad Authority

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That part of the Southwest Quarter of Section 3, Township 29, Range 22,
Ramsey County, Minnesota, lying 75 feet on each side of the following
described line:

Commencing at the southeast corner of said Southwest Quarter;
thence North 89 degrees 42 minutes 33 seconds West along the south
line of said Southwest Quarter a distance of 1205.00 feet to the point
of beginning of the line to be described; thence North 9 degrees 30
minutes 09 seconds East 2668.22 feet to a point on the north line of
said Southwest Quarter distant 711.44 feet west of the northeast
corner of said Southwest Quarter and said line there terminating.

ALSO

That part of the Northwest Quarter of Section 3, Township 29, Range 22,
Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter;
thence North 89 degrees 48 minutes 36 seconds West, along the
south line of said Northwest Quarter a distance of 635.44 feet to the
point of beginning; thence North 9 degrees 30 minutes 09 seconds
East a distance of 170.70 feet; thence North 80 degrees 29 minutes 51
seconds West a distance of 150.00 feet; thence South 9 degrees 30
minutes 09 seconds West a distance of 195.30 feet to the south line of
said Northwest Quarter; thence South 89 degrees 48 minutes 36
seconds East along said south line a distance of 152.00 feet to the
point of beginning.

ALSO

That part of the Southwest Quarter of Section 10, Township 29, Range 22,
Ramsey County, Minnesota, lying 50 feet on each side of the following
described line:

Commencing at the southwest corner of said Southwest Quarter;
thence South 89 degrees 46 minutes 02 seconds East a distance of
550.34 feet to the point of beginning of the line to be described;
thence North 9 degrees 30 minutes 09 seconds East a distance of
2663.50 feet to a point on the north line of said Southwest Quarter
distant 988.43 feet east of the northwest corner of said Southwest
Quarter and said line there terminating.

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Lying southerly and westerly of the following described line:

Beginning at the intersection of the west line of the above described parcel of land and a line parallel with and 120 feet southerly of the hereinafter described Line 1; thence easterly along said parallel line to the above described centerline; thence southerly along said centerline to a line parallel with and 170 feet southerly of the hereinafter described Line 1; thence easterly along said parallel line to the east line of the above described parcel of land and said line there terminating.

Line 1 is described as follows:

Beginning at a point on the west line of said Section 10, distant 729.7 feet south of the west quarter corner thereof; thence run easterly at an angle of 89 degrees 56 minutes 00 seconds from said west section line (measured from north to east) for 1100 feet and there terminating.

ALSO

That part of the Northwest Quarter of Section 10, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 53 minutes 29 seconds East along the south line of said Northwest Quarter a distance of 988.43 feet to the point of beginning of the line to be described; thence North 9 degrees 30 minutes 09 seconds East a distance of 2656.72 feet to a point on the north line of said Northwest Quarter distant 1205.00 feet west of the northeast corner of said Northwest Quarter and said line there terminating.

Lying North of a line parallel with and 100.00 feet north of the south line of said Northwest Quarter.

Except that part lying westerly of the following described line:

Beginning at a point on the westerly line of the above described parcel distant 1867.70 feet from the south line of said Northwest Quarter, as measured along said westerly line; thence northerly along a curve concave to the east, tangent to said westerly line, having a radius of 2914.93 feet, a central angle of 6 degrees 22 minutes 55 seconds a distance of 324.68 feet to the east line of the Northwest Quarter of said Northwest Quarter; thence northerly along said east line of the Quarter-Quarter a distance of 108.43

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feet to the intersection with the westerly line of the above described parcel
and said line there terminating.

ALSO

That part of the Southwest Quarter of Section 15, Township 29, Range 22,
Ramsey County, Minnesota, lying 50 feet on each side of the following
described line:

Commencing at the southwest corner of said Southwest Quarter;
thence South 89 degrees 53 minutes 42 seconds East along the south
line of said Southwest Quarter a distance of 216.75 feet to the point
of beginning of the line to be described; thence North 2 degrees 30
minutes 44 seconds East a distance of 2640.40 feet to a point on the
north line of said Southwest Quarter distant 345.89 feet east of the
northwest corner of said Southwest Quarter and said line there
terminating.

ALSO

Lots 13, 14 and 15, Block 3, "Gladstone, Ramsey County, Minnesota,"
together with that part of the vacated Ridge Street lying south of the
easterly extension of the north line of said Lot 13 and lying north of the
easterly extension of the south line of said Lot 15.

ALSO

Lots 1, 2 and 3, Block 4, "Gladstone, Ramsey County, Minnesota,"
together with that part of the vacated Ridge street lying south of the
easterly extension of the north line of said Lot 1 and lying north of the
easterly extension of the south line of said Lot 3.

ALSO

That part of Lots 4, 5, 6 and 7, Block 4, "Gladstone Ramsey County,
Minnesota," lying northeasterly of the following described line:

Beginning at a point on the north line of said Lot 4 distant 29.00 feet
east of the northwest corner of said Lot 4, thence southeasterly along
a 16 degree curve, concave to the southwest, having a radius of
359.26 feet, to a point on the east line of said Lot 7 distant 5.00 feet
north of the southeast corner of said Lot 7.

Together with the vacated Ridge Street lying south of the easterly
extension of the north line of said Lot 4 and lying north of a line parallel
with and 5 feet north of the easterly extension of the south line of said Lot
7.

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ALSO

That part of the Northwest Quarter of Section 15, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the southwest corner of said Northwest Quarter; thence South 89 degrees 43 minutes 54 seconds East along the south line of said Northwest Quarter a distance of 345.89 feet to the point of beginning of the line to be described; thence North 2 degrees 30 minutes 44 seconds East a distance of 1698.26 feet; thence along a tangential curve, concave to the east, having a radius of 5729.65 feet, a central angle of 6 degrees 59 minutes 25 seconds and a distance of 699.04 feet; thence North 9 degrees 30 minutes 09 seconds East a distance of 250.27 feet to a point on the north line of said Northwest Quarter distant 550.34 feet east of the northwest corner of said Northwest Quarter and said line there terminating.

ALSO

That part of the Northwest Quarter of Section 22, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 53 minutes 48 seconds East along the north line of said Northwest Quarter a distance of 216.75 feet to the beginning of the line to be described; thence South 2 degrees 30 minutes 38 seconds West a distance of 1435.45 feet; thence southerly a distance of 391.78 feet along a tangential curve concave to the east, having a radius of 22,918.33 feet and a central angle of 0 degrees 58 minutes 46 seconds; thence South 1 degree 31 minutes 52 seconds West, tangent to the last described curve, a distance of 807.85 feet to a point on the south line of said Northwest Quarter distant 99.97 feet east of the southwest corner of said Northwest Quarter and said line there terminating.

ALSO

That part of the Southwest Quarter of Section 22 and the Southeast Quarter of Section 21, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described line:

Commencing at the northwest corner of said Southwest Quarter; thence South 89 degrees 55 minutes 44 seconds East along the north line of said Southwest Quarter a distance of 99.97 feet to the

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beginning of the line to be described; thence South 1 degree 31 minutes 52 seconds West a distance of 1998.26 feet; thence southerly a distance of 520.33 feet along a tangential curve concave to the east, having a radius of 17,188.76 feet and a central angle of 1 degree 44 minutes 04 seconds; thence South 0 degrees 12 minutes 12 seconds East, tangent to the last described curve, a distance of 123.74 feet to a point on the south line of said Southwest Quarter distant 33.25 feet east of the southwest corner of said Southwest Quarter and said line there terminating.

ALSO

That part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying 50 feet on each side of the following described Line 1:

Line 1

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 59 minutes 51 seconds East along the north line of said Northwest Quarter a distance of 33.25 feet to the beginning of the line to be described; thence South 0 degrees 12 minutes 12 seconds East a distance of 1191.50 feet; thence southerly and southwesterly a distance of 1487.39 feet along a tangential curve concave to the northwest, having a radius of 1910.08 feet and a central angle of 44 degrees 37 minutes 00 seconds; thence South 44 degrees 24 minutes 48 seconds West, tangent to the last described curve, a distance of 147.81 feet to a point on the south line of said Northeast Quarter of Section 28 distant 620.61 feet west of the southeast corner of said Northeast Quarter and said line there terminating.

Together with that part of said Northeast Quarter lying westerly of a line 50 feet westerly of and parallel with said Line 1 and easterly of the following described Line 2:

Line 2

Commencing at the northwest corner of said Northwest Quarter; thence South 89 degrees 59 minutes 51 seconds East along the north line of said Northwest Quarter a distance of 33.25 feet; thence South 0 degrees 12 minutes 12 seconds East a distance of 952.20 feet; thence South 89 degrees 47 minutes 48 seconds West a distance of 50.00 feet to the beginning of the line to be described; thence South 11 degrees 17 minutes 55 seconds West a distance of 292.00 feet; thence southwesterly a distance of 914.47 feet along a non-tangential curve, concave to the northwest, having a radius of 1809.57 feet, a central angle of 28 degrees 57 minutes 17 seconds and a chord bearing of South 24 degrees 17 minutes 54 seconds West;

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ALSO

That part of the Southwest Quarter of Section 28, Township 29, Range 22,
Ramsey County, Minnesota, lying northerly of the following described
Line 1 and southerly of the following described Line 2.

Line 1

Commencing at the southeast corner of said Southwest Quarter;
thence North 0 degrees 01 minutes 38 seconds East along the east
line of said Southwest Quarter a distance of 1419.81 feet to the
beginning of the line to be described; thence South 74 degrees 17
minutes 02 seconds West a distance of 977.37 feet; thence
southwesterly a distance of 908.93 feet along a tangential curve,
concave to the northwest, having a radius of 5714.65 feet and a
central angle of 9 degrees 06 minutes 47 seconds; thence North 86
degrees 00 minutes 57 seconds West, not tangent to the last
described curve, a distance of 378.09 feet; thence northwesterly a
distance of 22.52 feet along a non-tangential curve, concave to the
northeast, having a radius of 1523.18 feet, a central angle of 0
degrees 50 minutes 49 seconds and a chord bearing of North 74
degrees 56 minutes 37 seconds West; thence North 74 degrees 31
minutes 12 seconds West, tangent to the last described curve, a
distance of 13.51 feet; thence westerly a distance of 387.36 feet along
a tangential curve concave to the south, having a radius of 1325.40
feet and a central angle of 16 degrees 44 minutes 42 seconds to a
point on the west line of said Southwest Quarter distant 1064.35 feet
from the southwest corner of said Southwest Quarter of said line
thence terminating.

Line 2

Commencing at the southeast corner of said Southwest Quarter;
thence North 0 degrees 01 minutes 38 seconds East along the east
line of said Southwest Quarter a distance of 1534.66 feet; thence
South 74 degrees 04 minutes 48 seconds West a distance of 386.42
feet; thence North 0 degrees 01 minutes 38 seconds East a distance of
0.16 feet; thence South 74 degrees 04 minutes 48 seconds West a
distance of 300.00 feet; thence South 0 degrees 01 minutes 38 seconds
West a distance of 15.08 feet; thence South 74 degrees 04 minutes 48
seconds West a distance of 804.45 feet; thence westerly a distance of
124.23 feet along a tangential curve, concave to the north, having a
radius of 1423.18 feet and a central angle of 5 degrees 00 minutes 05
seconds; thence North 0 degrees 18 minutes 36 seconds West, not
tangent to the last described curve, a distance of 0.16 feet; thence
westerly a distance of 475.89 feet, along a non-tangential curve,
concave to the north, having a radius of 1480.97 feet, a central angle
of 18 degrees 24 minutes 41 seconds and a chord bearing of South 88
degrees 24 minutes 23 seconds West; thence North 84 degrees 29
minutes 19 seconds West, not tangent to the last described curve, a

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distance of 571.91 feet; thence South 85 degrees 57 minutes 09 seconds West a distance of 29.08 feet to a point on the West line of said Southwest Quarter distant 1123.35 feet north of the southwest corner of said Southwest Quarter and said line there terminating.

ALSO

That part of the Southeast Quarter of Section 29, Township 29, Range 22, Ramsey County, Minnesota, lying between the following described Lines 1 and 2:

Line 1

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East along the east line said Southeast Quarter a distance 1064.35 feet to the beginning of the line to be described; thence westerly a distance of 74.25 feet along a non-tangential curve concave to the south having a radius of 1325.40 feet, a central angle of 3 degrees 12 minutes 35 seconds and a chord bearing of South 87 degrees 07 minutes 48 seconds West; thence South 85 degrees 31 minutes 31 seconds West, tangent to the last described curve, a distance of 73.64 feet; thence westerly a distance of 145.81 feet along a tangential curve, concave to the north, having a radius of 775.84 feet and a central angle of 10 degrees 46 minutes 06 seconds; thence South 3 degrees 10 minutes 10 seconds East, not tangent to the last described curve, a distance of 17.63 feet; thence South 86 degrees 49 minutes 50 seconds West a distance of 373.22 feet; thence North 10 degrees 47 minutes 02 seconds West a distance of 217.92 feet; thence northwesterly a distance of 53.60 feet along a non-tangential curve, concave to the northeast, having a radius of 775.84 feet, a central angle of 3 degrees, 57 minutes 29 seconds and a chord bearing of North 48 degrees 08 minutes 14 seconds West; thence northwesterly a distance of 254.72 feet along a tangential curve, concave to the southwest, having a radius of 509.69 feet and a central angle of 28 degrees 38 minutes 00 seconds; thence North 74 degrees 47 minutes 29 seconds West, tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1071.04 feet along a tangential curve, concave to the southeast, having a radius of 539.80 feet and a central angle of 113 degrees 41 minutes 00 seconds; thence South 8 degrees 28 minutes 29 seconds East, tangent to the last described curve, a distance of 187.67 feet; thence South 89 degrees 08 minutes 47 seconds West a distance of 14.14 feet; thence South 0 degrees 56 minutes 33 seconds East a distance of 271.12 feet; thence North 89 degrees 03 minutes 27 seconds East a distance of 34.13 feet; thence southerly a distance of 60.46 feet along a non-tangential curve, concave to the west, having a radius of 1974.08 feet, a central angle of 1 degree 45 minutes 17 seconds and a chord bearing of South

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0 degrees 21 minutes 51 seconds East; thence South 89 degrees 08 minutes 12 seconds West, not tangent to the last described curve, a distance of 15.00 feet; thence southerly a distance of 5.08 feet along a non-tangential curve, concave to the west, having a radius of 1959.08 feet, a central angle of 0 degrees 08 minutes 55 seconds and a chord bearing of South 0 degrees 35 minutes 54 seconds West; thence South 89 degrees 12 minutes 00 seconds West, not tangent to the last described curve, a distance of 15.00 feet; thence southerly a distance of 50.61 feet along a non-tangential curve, concave to the west, having a radius of 1944.08 feet, a central angle of 1 degree 29 minutes 30 seconds and a chord bearing of South 1 degree 25 minutes 46 seconds West; thence South 2 degrees 10 minutes 31 seconds West, tangent to the last described curve, a distance of 79.53 feet; thence South 89 degrees 12 minutes 00 seconds West a distance of 10.76 feet; thence South 2 degrees 57 minutes 45 seconds West a distance of 135.32 feet; thence North 89 degrees 15 minutes 47 seconds East a distance of 40.44 feet; thence southerly a distance of 30.63 feet along a non-tangential curve, concave to the west, having a radius of 701.27 feet, a central angle of 2 degrees 30 minutes 10 seconds and a chord bearing of South 7 degrees 59 minutes 23 seconds West to a point on the south line of said Southeast Quarter distant 1604.07 feet west of the southeast corner of said Southeast Quarter and said line there terminating.

Line 2

Commencing at the southeast corner of said Southeast Quarter; thence North 0 degrees 12 minutes 04 seconds East along the east line of said Southeast Quarter a distance of 1123.35 feet to the beginning of the line to be described; thence South 85 degrees 57 minutes 09 seconds west a distance of 61.25 feet; thence North 84 degrees 29 minutes 19 seconds West a distance of 207.51 feet; thence northwesterly a distance of 206.75 feet along a tangential curve concave to the north, having a radius of 690.85 feet and a central angle of 17 degrees 08 minutes 50 seconds; thence North 56 degrees 10 minutes 38 seconds West, not tangent to the last described curve; a distance of 212.27 feet; thence North 47 degrees 09 minutes 21 seconds West, a distance of 45.39 feet; thence northwesterly a distance of 215.89 feet along a non-tangential curve, concave to the southwest, having a radius of 608.82 feet, a central angle of 20 degrees 19 minutes 02 seconds and a chord bearing of North 55 degrees 24 minutes 12 seconds West; thence South 0 degrees 11 minutes 43 seconds East, not tangent to the last described curve, a distance of 0.54 feet; thence northwesterly a distance of 90.20 feet along a non-tangential curve, concave to the southwest, having a radius of 609.69 feet, a central angle of 8 degrees 28 minutes 35 seconds and a chord bearing of North 70 degrees 33 minutes 12 seconds West; thence North 74 degrees 47 minutes 29 seconds West,

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tangent to the last described curve, a distance of 4.00 feet; thence westerly, southwesterly and southerly a distance of 1269.46 feet along a tangential curve, concave to the southeast, having a radius of 639.80 feet and a central angle of 113 degrees 41 minutes 00 seconds; thence South 8 degrees 28 minutes 29 seconds East, tangent to the last described curve, a distance of 210.50 feet; thence southerly a distance of 296.39 feet along a tangential curve, concave to the west, having a radius of 1874.08 feet and a central angle of 9 degrees 03 minutes 41 seconds; thence South 89 degrees 08 minutes 12 seconds West, not tangent to the last described curve, a distance of 7.02 feet; thence South 0 degrees 01 minutes 43 seconds East a distance of 134.98 feet; thence North 89 degrees 12 minutes 00 seconds East a distance of 2.54 feet; thence South 2 degrees 10 minutes 31 seconds West a distance of 74.39 feet; thence southerly a distance of 92.00 feet along a tangential curve, concave to the west, having a radius of 601.27 feet and a central angle of 8 degrees 46 minutes 02 seconds to a point on the south line of said Southeast Quarter distant 1705.91 feet west of the southeast corner of said Southeast Quarter and said line there terminating.

ALSO

That part of the Northeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, lying 21.00 feet northwesterly and 49.00 feet southeasterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter; thence South 89 degrees 08 minutes 48 seconds West along the north line of said Northeast Quarter a distance of 1669.18 feet to the beginning of the line to be described; thence southwesterly a distance of 144.23 feet along a non-tangential curve, concave to the northwest, having a radius of 637.27 feet, a central angle of 12 degrees 58 minutes 03 seconds and a chord bearing of South 16 degrees 45 minutes 04 seconds West; thence South 23 degrees 14 minutes 05 seconds West, tangent to the last described curve, a distance of 1.90 feet; thence southwesterly a distance of 366.23 feet along a tangential curve, concave to the northwest, having a radius of 1237.57 feet and a central angle of 16 degrees 57 minutes 19 seconds; thence South 40 degrees 11 minutes 24 seconds West, tangent to the last described curve, a distance of 18.09 feet; thence southwesterly a distance of 437.39 feet along a tangential curve, concave to the northwest, having a radius of 556.47 feet and a central angle of 45 degrees 02 minutes 07 seconds; thence southwesterly a distance of 328.74 feet along a tangential curve, concave to the southeast, having a radius of 603.80 feet and a central angle of 31 degrees 11 minutes 40 seconds to a point on the west line of said Northeast Quarter distant 758.36 feet south of the northwest corner of said Northeast Quarter and said line there terminating.

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ALSO

That part of the Northwest Quarter of Section 32, Township 29, Range 22,
Ramsey County, Minnesota, lying easterly of the following described Line
1 and westerly of the following described Line 2:

Line 1

Commencing at the northeast corner of said Northwest Quarter;
thence South 0 degrees 27 minutes 30 seconds East along the east
line of said Northwest Quarter a distance of 732.78 feet to the
beginning of the line to be described; thence southwesterly a distance
of 102.44 feet along a non-tangential curve, concave to the southeast,
having a radius of 624.80 feet, a central angle of 9 degrees 23
minutes 37 seconds and a chord bearing of South 50 degrees 41
minutes 48 seconds West; thence South 45 degrees 59 minutes 59
seconds West, tangent to the last described curve, a distance of 7.12
feet; thence southwesterly a distance of 276.06 feet along a
tangential curve, concave to the southeast, having a radius of 976.37
feet and a central angle of 16 degrees 12 minutes 00 seconds; thence
southerly a distance of 333.72 feet along a tangential curve, concave
to the east, having a radius of 737.78 feet and a central angle of 25
degrees 55 minutes 00 seconds; thence South 3 degrees 52 minutes
59 seconds West, tangent to the last described curve, a distance of
4.94 feet; thence South 89 degrees 18 minutes 32 seconds West a
distance of 79.38 feet; thence South 0 degrees 39 minutes 11 seconds
East a distance of 319.82 feet; thence North 89 degrees 40 minutes 54
seconds East a distance of 53.98 feet; thence South 3 degrees 52
minutes 59 seconds West a distance of 103.28 feet; thence southerly a
distance of 295.01 feet along a tangential curve, concave to the east,
having a radius of 1467.69 feet and a central angle of 11 degrees 31
minutes 00 seconds; thence South 7 degrees 38 minutes 01 seconds
East, tangent to the last described curve a distance of 477.61 feet;
thence South 0 degrees 34 minutes 04 seconds East a distance of of
94.63 feet to a point on the south line of said Northwest Quarter
distant 319.38 feet west of the southeast corner of said Northwest
Quarter and said line there terminating.

Line 2

Commencing at the northeast corner of said Northwest Quarter;
thence South 0 degrees 27 minutes 30 seconds East along the east
line of said Northwest Quarter a distance of 819.97 feet to the
beginning of the line to be described; thence southwesterly a distance
of 41.95 feet along a non-tangential curve, concave to the southeast,
having a radius of 554.80 feet, a central angle of 4 degrees 19
minutes 56 seconds and a chord bearing of South 48 degrees 09
minutes 57 seconds West, thence South 45 degrees 59 minutes 59
seconds West, tangent to the last described curve a distance of 7.12
feet; thence

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southwesterly a distance of 256.27 feet along a tangential curve, concave to the southeast having a radius of 906.37 feet and a central angle of 16 degrees 12 minutes 00 seconds; thence southerly a distance of 301.39 feet along a tangential curve, concave to the east, having a radius of 667.78 feet and a central angle of 25 degrees 51 minutes 35 seconds; thence North 89 degrees 18 minutes 32 seconds East, not tangent to the last described curve, a distance of 15.05 feet; thence South 3 degrees 52 minutes 59 seconds West a distance of 282.84 feet; thence North 39 degrees 13 minutes 50 seconds East a distance of 15.00 feet; thence South 2 degrees 46 minutes 17 seconds West a distance of 262.36 feet; thence South 5 degrees 26 minutes 17 seconds East a distance of 316.00 feet; thence South 55 degrees 37 minutes 05 seconds West a distance of 26.80 feet; thence South 7 degrees 38 minutes 01 seconds East a distance of 315.08 feet; thence North 55 degrees 37 minutes 05 seconds East a distance of 40.00 feet; thence South 18 degrees 36 minutes 33 seconds East a distance of 140.78 feet to a point on the south line of said Northwest Quarter distant 174.12 feet west of the southeast corner of said Northwest Quarter and said line there terminating.

ALSO

That part of the Southwest Quarter and the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Southwest Quarter; thence South 89 degrees 25 minutes 56 seconds West along the north line of said Southwest Quarter a distance of 173.59 feet to the beginning of the land to be described; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 18 degrees 09 minutes 04 seconds East a distance of 169.32 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 448.63 feet; thence North 77 degrees 38 minutes 30 seconds East a distance of 64.00 feet; thence South 34 degrees 50 minutes 30 seconds East a distance of 218.97 feet; thence South 55 degrees 09 minutes 30 seconds West a distance of 225.72 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 0.20 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 59.15 feet; thence South 16 degrees 31 minutes 49 seconds East a distance of 69.36 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 119.33 feet; thence North 7 degrees 38 minutes 01 seconds West a distance of 73.94 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 49.09 feet; thence North 34 degrees 25 minutes 30

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seconds West a distance of 20.23 feet; thence northerly a distance of 66.31 feet along a non-tangential curve, concave to the west, having a radius of 843.40 feet, a central angle of 4 degrees 30 minutes 16 seconds and a chord bearing of North 13 degrees 44 minutes 24 seconds West; thence North 15 degrees 59 minutes 32 seconds West, tangent to the last described curve, a distance of 369.10 feet; thence northwesterly a distance of 368.05 feet along a tangential curve, concave to the southwest, having a radius of 2895.00 feet and a central angle of 7 degrees 17 minutes 03 seconds; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, a distance of 136.72 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 250.00 feet; thence North 27 degrees 07 minutes 58 seconds West a distance of 67.08 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 250.00 feet to the north line of said Southwest Quarter; thence North 89 degrees 25 minutes 56 seconds East along the north line of said Southwest Quarter a distance of 145.79 feet to the point of beginning.

That part of the Southwest Quarter and the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

Commencing at the northeast corner of said Southwest Quarter; thence Westerly along the north line of said Southwest Quarter (the north line of said Southwest Quarter is assumed to bear South 89 degrees 25 minutes 56 seconds West) a distance of 173.59 feet to the beginning of the land to be described; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 128 degrees 09 minutes 04 seconds East a distance of 169.32 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 448.63 feet; thence North 77 degrees 38 minutes 30 seconds East a distance of 64.00 feet; thence South 34 degrees 50 minutes 30 seconds East a distance of 218.97 feet; thence South 55 degrees 09 minutes 30 seconds West a distance of 225.72 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 0.20 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 59.15 feet; thence South 16 degrees 31 minutes 49 seconds East a distance of 69.36 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 119.33 feet; thence North 7 degrees 38 minutes 01 seconds West a distance of 73.94 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 49.09 feet; thence North 34 degrees 25 minutes 30 seconds West a distance of 20.23 feet; thence northerly a distance of 66.31 feet along a non-tangential curve, concave to the west, having a radius of 843.40 feet; a central angle of 4 degrees 30 minutes 16

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seconds and a chord bearing of North 13 degrees 44 minutes 24 seconds West; thence North 15 degrees 59 minutes 32 seconds West, tangent to the last described curve, a distance of 369.10 feet; thence northwesterly a distance of 368.06 feet along a tangential curve; concave to the southwest, having a radius of 2895.00 feet and a central angle of 7 degrees 17 minutes 03 seconds to the south line of 5th Street; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, along the south line of 5th Street a distance of 136.72 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 280.00 feet; thence North 27 degrees 07 minutes 58 seconds West a distance of 67.08 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 250.00 feet to the north line of said Southwest Quarter; thence North 89 degrees 25 minutes 56 seconds East along the north line of said Southwest Quarter a distance of 145.79 feet to the point of beginning.

Except that part lying west of the following described line:

Commencing at the northeast corner of said Southwest Quarter; thence South 89 degrees 25 minutes 56 seconds West along the north line of said Southwest Quarter a distance of 173.59 feet; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 18 degrees 09 minutes 04 seconds East a distance of 169.32 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 448.63 feet; thence North 77 degrees 38 minutes 30 seconds East a distance of 64.00 feet; thence South 34 degrees 50 minutes 30 seconds East a distance of 218.97 feet; thence South 55 degrees 09 minutes 30 seconds West a distance of 225.72 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 0.20 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 59.15 feet; thence South 16 degrees 31 minutes 49 seconds East a distance of 69.36 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 71.92 feet to a point distant 50.0 feet Northeasterly of measured radially to Grantor's most Northeasterly main track centerline as now located and constructed; said point also being the beginning of the line to be described; thence northerly parallel with said last described main track centerline a distance of 291.75 feet along a non-tangential curve, concave to the east, having a radius of 1916.61 feet, a central angle of 8 degrees 43 minutes 18 seconds and a chord bearing of North 24 degrees 34 minutes 12 seconds West; thence continuing parallel with said main track centerline North 20 degrees 12 minutes 33 seconds West tangent to the last described curve, a distance of 571.37 feet to the south line of said 5th Street and said line there terminating.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

9/14/95
Date

Board Action Requested

Consider options for acquisition of Northeast Corridor right of way from Beam Avenue to the North Ramsey County border

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere and attachments

Budgeting and Accounting

Maureen Johnson 9/18/95

County Attorney

Dil Muehl

Risk Manager

Documentation certified complete for:

September 26, 1995

Board Date

Bette Kureys
Signature

9/20/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, Ramsey County Regional Railroad Authority owns linear railroad right of way from Kellogg Boulevard to Beam Avenue in St. Paul and Maplewood; and

WHEREAS, The Ramsey County Regional Railroad Authority's Northeast Corridor Alignment Study recommends two alignments for light rail transit, both of which make use of Burlington Northern (BN) right of way north of County Road F in White Bear Lake; and

WHEREAS, White Bear Lake has received a federal grant to construct a trail on BN right of way; and

WHEREAS, BN has indicated it is interested in abandoning its right of way from Beam Avenue in Maplewood to the City of Hugo; and

WHEREAS, Abandonment is unlikely to occur within the time period necessary to meet White Bear Lake's grant requirements; and

WHEREAS, Continuity of right of way ownership is advantageous to Ramsey County Regional Railroad Authority; Now, Therefore, Be It

RESOLVED, That RCRRA authorizes its staff to (1) scope the options for purchase of the right of way and (2) negotiate with Burlington Northern for purchase of the right of way before abandonment occurs; and Be It Further

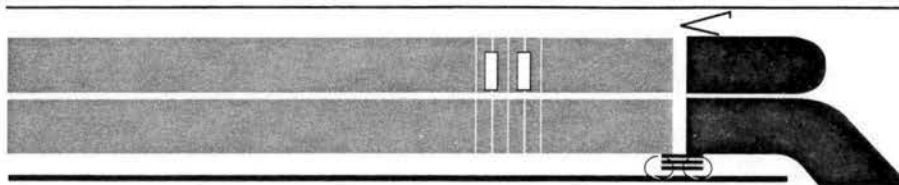
RESOLVED, That these actions are to be undertaken in a cooperative manner with White Bear Lake and Washington County staff.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	—	—	—
Susan M. Haigh	—	—	—
Hal Norgard	—	—	—
Rafael E. Ortega	—	—	—
Warren W. Schaber	—	—	—
Brenda Thomas	—	—	—
Richard Wedell	—	—	—

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (612) 266-2760 / FAX (612) 266-2761

MEMORANDUM:

TO: Ramsey County Regional Railroad Authority Commissioners
Terry Schutten, County Manager

FROM: Kathryn DeSpiegelaere
Director of Light Rail Transit Planning *JD*

SUBJECT: Acquisition of Right of Way

DATE: September 14, 1995

BACKGROUND

In 1992, Ramsey County Regional Railroad Authority (RCRRA) purchased 6.5 miles of right of way abandoned by Burlington Northern Railroad between Kellogg Boulevard in St. Paul and Beam Avenue in Maplewood (Figure 1) at a cost of \$1.5 million. Half of the purchase price was funded by a state rail bank grant and the remaining \$750,000 was provided by RCRRA levy.

Washington and Chisago County Regional Railroad Authorities have purchased extensions of the Burlington Northern (BN) right of way in their counties. One section not yet abandoned by BN, and not in public ownership, is the section between Beam Avenue in Maplewood and the City of Hugo. Seven miles of the unabandoned section are in Ramsey County (Figure 2).

A transportation trail has been constructed on the right of way owned by RCRRA in Ramsey County between Seventh Street and Johnson Parkway and between Frost Avenue and Beam Avenue. Funding has been approved for construction between Johnson Parkway and Frost Avenue. Currently, bikers are diverted to trails in Phalen Park in the area not yet constructed. North of Hugo, trails will be constructed to North Branch by Washington and Chisago Counties.

The RCRRA Northeast Corridor Study recommends light rail transit on the section of BN line that is not yet abandoned to extend to Fourth Street in downtown White Bear Lake (Figure 3).

STATUS

Burlington Northern's property department has indicated it would like to abandon the section of right of way it owns between Beam Avenue to Hugo. The amount of traffic on the line is minimal. However, the abandonment is unlikely to occur quickly because of reorganization at Burlington Northern, negotiations on several issues between BN and Northern States Power Company (NSP), and because of shipping to Interstate Lumber in White Bear Lake and Hugo on this line. NSP is involved because it has a transformer at Kohlman Lake north of Beam, west of the right of way, and if a replacement transformer is needed, moving it by rail is the most feasible method of shipment. Transformers weigh over 300 tons.

The City of White Bear Lake has applied for and received a commitment of Intermodal Surface Transportation Efficiency Act (ISTEA) funds to construct a bike path on the BN right of way through White Bear Lake. The grant is for \$620,000 and it must be spent by December, 1998. White Bear Lake staff has asked RCRRA to assist in the right of way acquisition to enable the trail construction to proceed. RCRRA is a logical acquisition agency because it owns right of way connecting to this section, and the right of way extends through several cities.

COORDINATION

RCRRA and Parks Department staff have met with Hennepin County Regional Railroad Authority (HCRRA) staff. HCRRA has acquired rail lines where rail operations continue to occur and has acquired rail lines that extend into other counties. While we have not met with Washington County staff, we do have indications from the Chair of the Washington County Regional Railroad Authority that they are interested in cooperating with RCRRA if acquisition occurs of the remaining section of right of way.

We communicate regularly with Burlington Northern.

CURRENT PROJECTS WHICH IMPACT THE RIGHT OF WAY

White Bear Lake has granted NSP a permit to upgrade its transmission line through White Bear Lake. A portion of the line will be placed under the BN right of way in a narrow section in the downtown White Bear Lake area. Of concern is the potential cost to move the transmission line (in excess of \$1 million per mile) if LRT is built on the right of way in this area. Although we've met with White Bear Lake and NSP to discuss the situation, because we do not own the right of way we are unable to specify that the cost of moving the line at a future time would be at NSP's expense. NSP does appear willing to place the line five feet from edge of the property line to the west.

Ramsey County is reconstructing TH 96 at the crossing of the BN right of way in 1996. The work at the track location will be temporary. Permanent work will be deferred for approximately five years, until TH 61 is turned back to the county state aid highway system. Having the tracks out when the permanent work is done would result in a cost savings.

ACQUISITION OPTIONS

Staff have developed four options for your consideration on the attached chart. They are:

- (1) Do nothing to acquire the right of way.
- (2) Negotiate for acquisition of the right of way when abandonment is about to occur.
- (3) Direct RCRRA staff to (a) scope acquisition issues and (b) negotiate with BN about purchase of the right of way even though the line is not yet abandoned. It could be purchased while rail operations continue on it.
- (4) Direct Ramsey County Parks staff, by resolution to Ramsey County, to negotiate with BN for an easement for trail operation at this time. Acquisition could occur by RCRRA once abandonment has occurred.

RECOMMENDATION

The recommendation is for Option 3, to direct RCRRA staff to scope the issues for acquisition at this time and to negotiate for purchase of the right of way, even though the line is not yet abandoned. The commitment by RCRRA to acquire would be made, if desired by RCRRA, after negotiations with BN have developed but before a final agreement is reached.

KD/blk
Attachments

4

**BURLINGTON NORTHERN RIGHT OF WAY
BEAM AVENUE TO NORTH RAMSEY COUNTY BORDER
ACQUISITION OPTIONS AND ISSUES**

Options	Issues	
	<i>Pro</i>	<i>Con</i>
1. Do nothing	• Land could be returned to private use • Least costly option for both purchase and maintenance	• Inconsistent with previous direction of RCRRA • Does not provide space for LRT in accordance with RCRRA Comprehensive LRT Plan and Northeast Corridor alignment study • Does not provide space for other public uses of the right of way • Does not provide for the missing link between trails from Beam Avenue to City of Hugo • RCRRA does not retain control of the right of way

Options**Issues**

	Issues	
	<i>Pro</i>	<i>Con</i>
2. Negotiate acquisition when abandonment is about to occur	• Likelihood of 50% of acquisition costs from the State Rail Bank program • Less complicated negotiations than for Option 3 • May be less costly to purchase right of way than Option 3 - purchase price may be less	• Potential loss of grant funds received to construct trail through City of White Bear Lake • Interim decisions such as NSP line placement may negatively impact future uses

Options**Issues**

	<i>Pro</i>	<i>Con</i>
3. Direct RCRRA and Ramsey County Parks staff to (a) scope issues for acquisition and (b) negotiate with BN for purchase of operating rail line	• Opportunity to use the right of way earlier than for Option 2 • Preserves options for future uses	• Grant funds are not available for 50% of purchase price • May be perceived as hostile by existing BN customers served by the line

Options**Issues**

	<i>Pro</i>	<i>Con</i>
4. Direct Ramsey County Parks staff to negotiate with BN for easement while railroad operations are maintained; consider acquisition when abandonment occurs	• Least costly for RCRRA • Parks and RCRRA staff have collaborative work relationship	• Most costly option for Ramsey County • Less control for future RCRRA uses

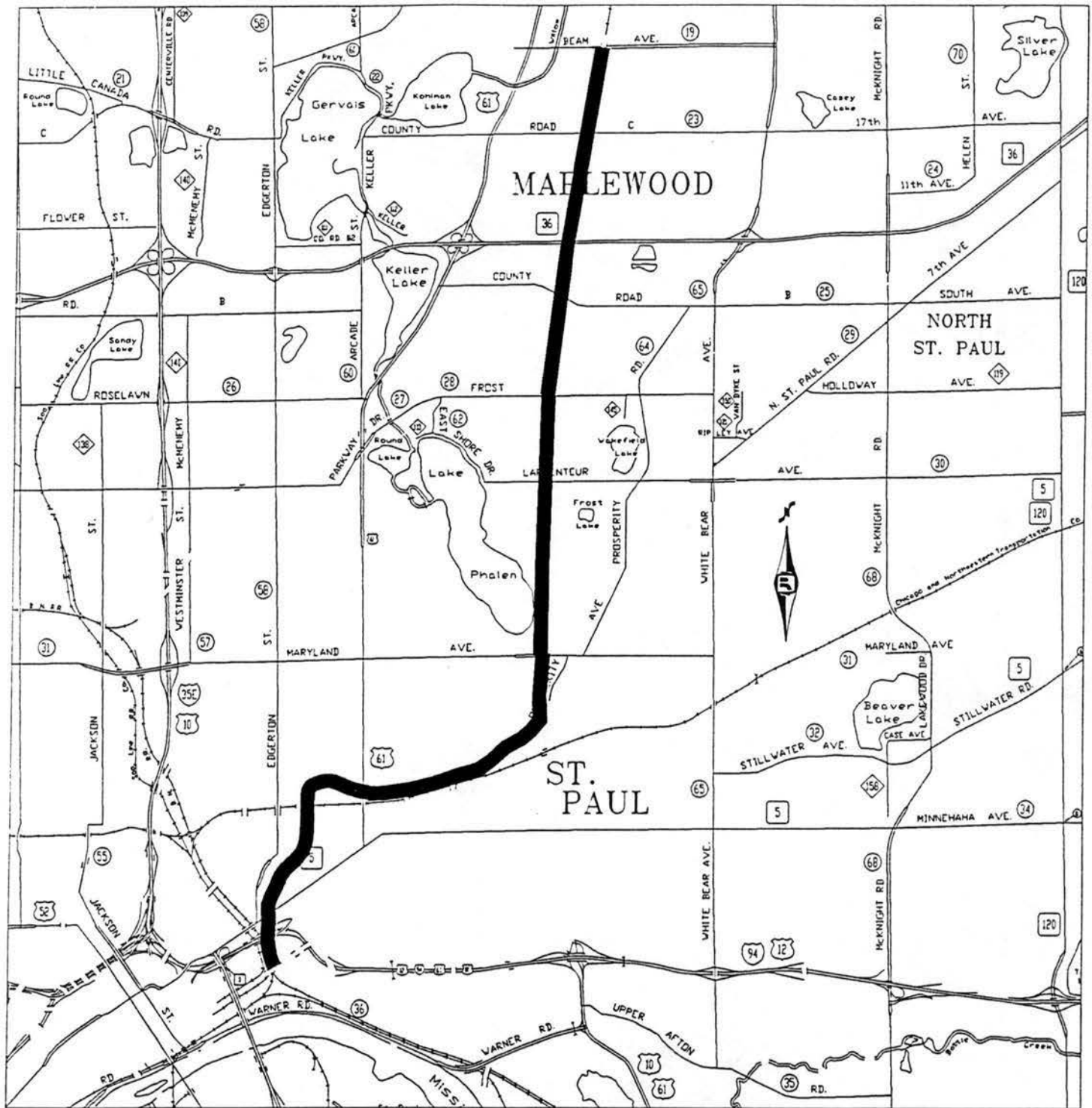


Figure 1

RAMSEY COUNTY
Regional Railroad Authority

LOCATION MAP
Northeast Corridor
Kellogg Boulevard to
Beam Avenue

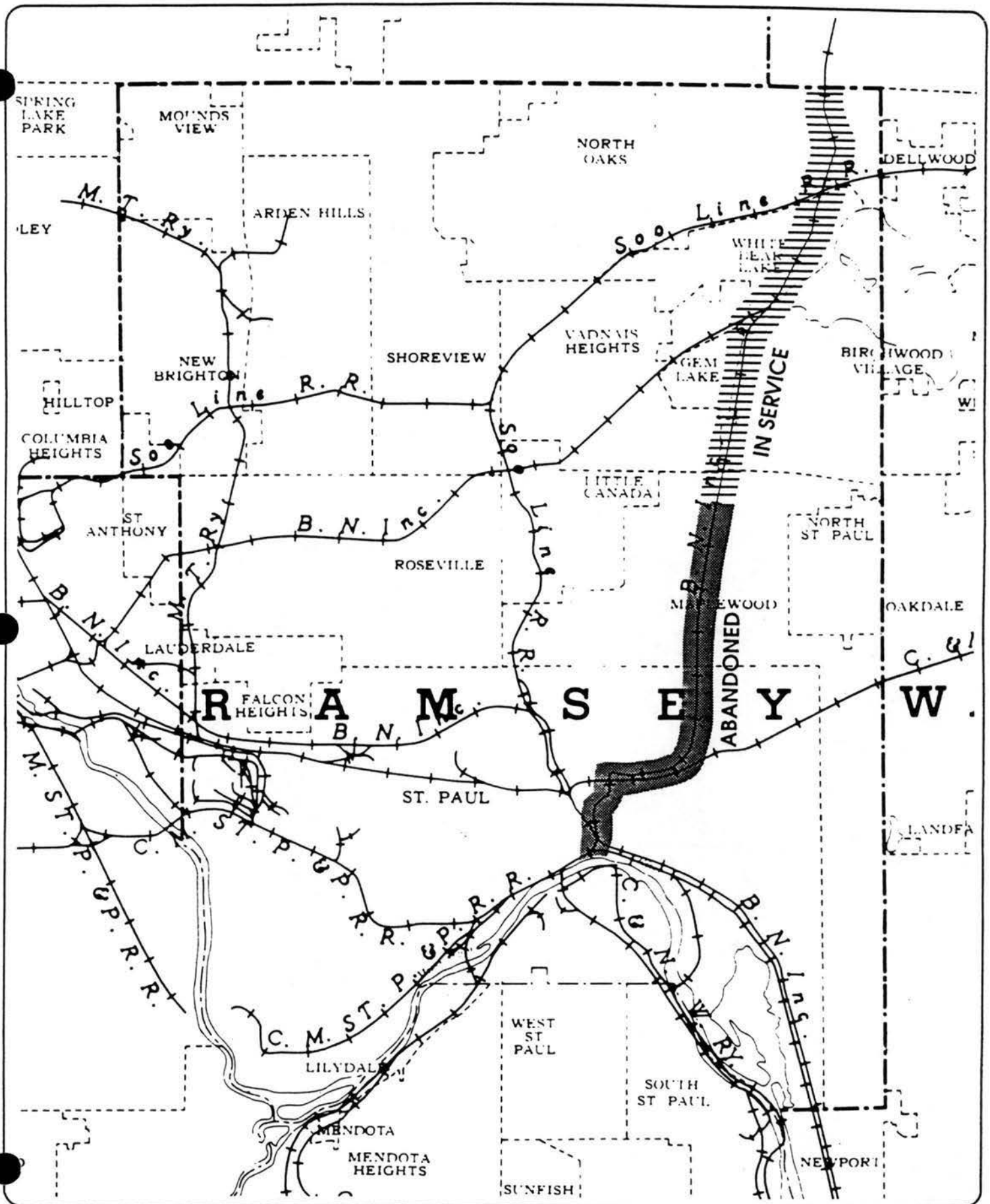
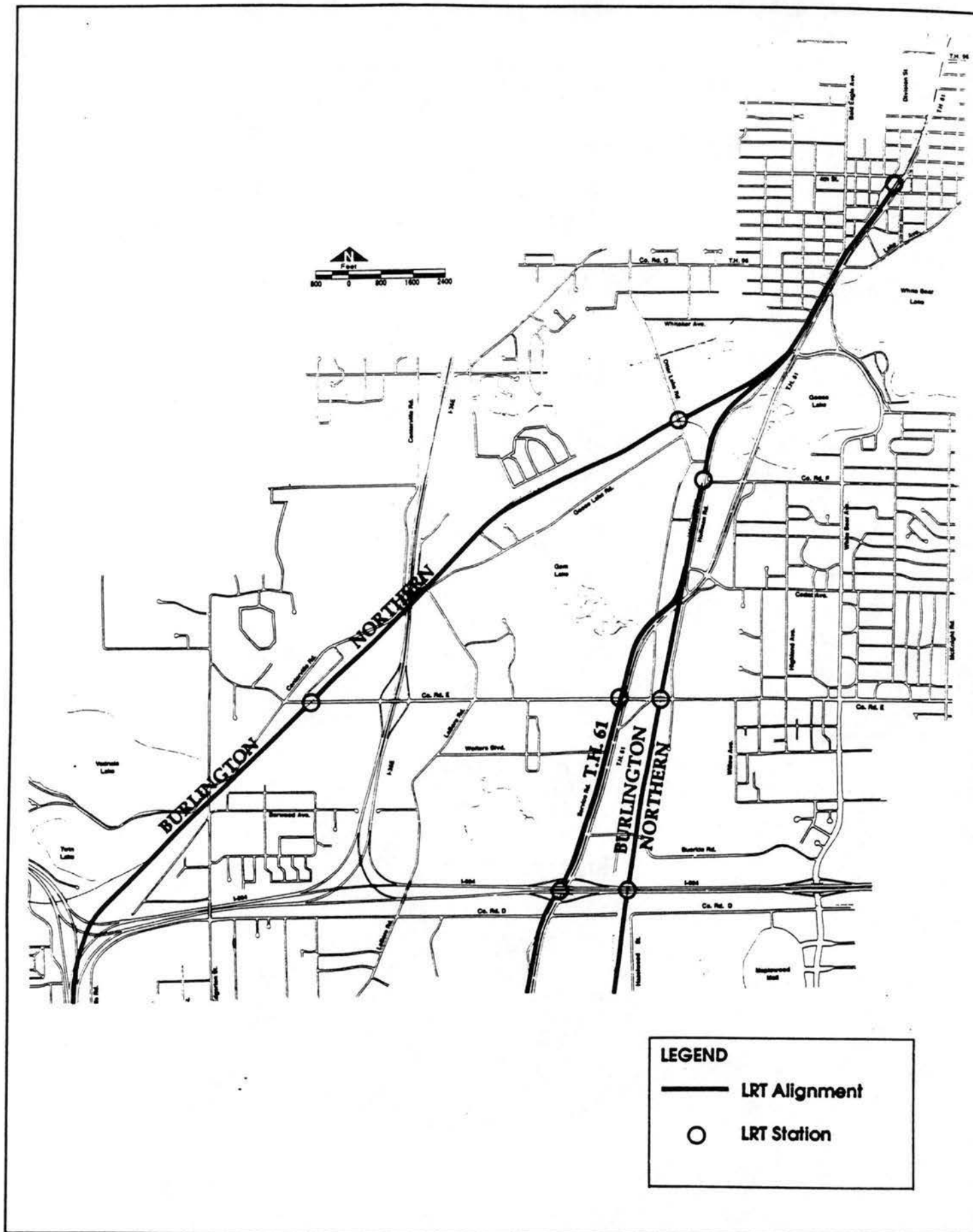


Figure 2
NORTHEAST CORRIDOR STUDY AREA



Northeast Corridor LRT Alignment Study

Figure 3