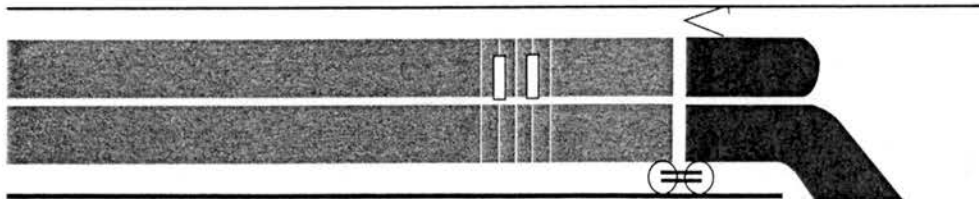




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

March 22, 2005

11:00 a.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from February 22, 2005 RCRA meeting

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 7 in the amount of \$17,264.42 to Metropolitan Council for consulting services on the Central Corridor Phase 2 Transit Study for the period of December 25, 2004 to January 21, 2005
3. * Ratify Partial Payment No. 12 in the amount of \$110,976.83 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 Transit Study for the period of November 27, 2004 to December 31, 2004

POLICY AGENDA

4. Presentation by Mark Fabel, McGough Development, on transit-oriented development
5. * Approval of trail easement to the City of Roseville
6. * Approval of Bruce Vento Regional Trail Extension Plans by the City of St. Paul
7. * Approve Phalen Boulevard Contaminated Soil Management and approve Amendment One to Easement 049 with the City of St. Paul for indemnification language
8. Central Corridor update
9. Legislative update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on February 22, 2005, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman
Commissioner Jan Wiessner

OTHERS PRESENT: Kris Longhenry, Julie Kleinschmidt, Kathy DeSpiegelaere, Alicia Vap, David Twa, Lisa Ives

Chair Ortega called the meeting to order at 10:35 am.

ADMINISTRATIVE AGENDA

1. Approve minutes from February 8, 2005 RCRRA meetings

A motion was made by Commissioner Wiessner, seconded by Commissioner Reinhardt, to approve the minutes from the February 8, 2005 RCRRA meeting.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

2. Ratify Partial Payment No. 23 in the amount of \$536.59 to Metropolitan Council for Riverview Corridor transit improvements of bus shelters, lighting and benches for the period ending December 2004

Commissioner Rettman noted a typographical error in the meeting's agenda, which read the payment was for consulting services for the Union Depot study.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 23 in the amount of \$536.59 to Metropolitan Council for Riverview Corridor transit improvements of bus shelters, lighting and benches for the period ending December 2004.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Metropolitan Council Invoice No. NCV-3443, Partial Payment No. 23 in the amount of \$536.59, attachments thereto, provide the correct documentation of payments due Metropolitan Council through December, 2004; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$536.59 for services rendered through December 2004 is hereby ratified.

3. Ratify Partial Payment No. 12 in the amount of \$8,318.42 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for December 2004

Commissioner Rettman requested a copy of the Ethnic Outreach Plan listed on the invoice submitted by Goff and Howard, noted on page 6 of the handout. Kathy DeSpiegelaere stated that she would provide copies of the Hmong Outreach and African American Outreach plans to the RCRRA.

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Partial Payment No. 12 in the amount of \$8,318.42 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for December 2004.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 5, Nays – 1
Motion accepted

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Goff and Howard, Inc. Invoice No. 9047, Partial Payment No. 12 in the amount of \$8,318.42 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through December 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$8,318.42 for services rendered through December 2004 is hereby ratified.

4. Ratify Quarterly Report of Payments for the period of October 1, 2004 through December 31, 2004

A motion was made by Commissioner McDonough, seconded by Commissioner Reinhardt, to ratify Quarterly Report of Payments for the period of October 1, 2004 through December 31, 2004.

Roll call vote was taken:

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of October 1, 2004 through December 31, 2004 and a record of these disbursements is attached;
Now, Therefore, Be It

RESOLVED, That the report of payment is accepted by the Ramsey County Regional Railroad Authority.

POLICY AGENDA

5. Central Corridor update

Lisa Ives, DMJM + Harris, provided an update on the Central Corridor project. Her presentation addressed tunnel alignment and stations; construction impacts and staging; utilities; station locations; operating issues and financial and economic impact. She commented that the technical project team had not yet approved some of the recommendations in the presentation being reviewed but that it is a work in progress. She noted that much of the information presented in the report can be brought forward into Preliminary Engineering.

Commissioner Rettman requested that the RCRRA receive, where possible, rough estimates of projected costs to the design issues and changes. Kathy DeSpiegelaere noted that DMJM will be developing a more detailed cost estimate, but in some cases, currently has rough estimates of costs, which will be shared during the presentation.

Commissioner Bennett asked how close are the Stadium Village Station and Red Rock Commuter Rail. There was discussion about an intermodal connection; Commissioner Bennett requested more information on this issue.

Commissioner Bennett commented that the Snelling/University Avenue intersection congestion issues need to be addressed. Kathy DeSpiegelaere stated that a committee was formed at the suggestion of Commissioner Bennett, which includes the City of St. Paul staff and Dan Soler, the Ramsey County Public Works Traffic Engineer. She noted that meetings are being held to look at how the intersection operates today and with LRT or BRT. She added that information from these committee meetings could be brought to the RCRRA, if desired.

Chair Ortega requested that the RCRRA be given a technical update of the Central Corridor project at each meeting.

RCRRA members discussed the need to clarify Regional Railroad Authority's role and responsibility in the Central Corridor project.

6. Legislative Update

This item was not addressed.

The meeting adjourned at 12:03 pm.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Ratify Partial Payment No. 7 in the amount of \$17,264.42 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period of December 25, 2004 to January 21, 2005

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable form and Partial Payment No. 7
3. Metropolitan Council Invoice No. NCV-3484 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenry
Signature

March 15, 2005

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through January 21, 2005; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Metropolitan Council Invoice No. NCV-3484, Partial Payment No. 7, in the amount of \$17,264.42 attachments thereto, provide the correct documentation of payments due Metropolitan Council through January 21, 2005; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$17,264.42 for services rendered through January 21, 2005, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003068

VOUCHER
Purchase Order Voucher

Page No. 1
Run Date: 24.Feb.2006
Run Time: 3:39:56 PM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
Feb.2005	NCV-3484	31.Jan.2005	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		24.Feb.2005	U	Due Now
Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip			
\$17,264.42	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101			
Bill	Group ID	Sales Tax	Pckp Ord Nbr							
RE	000695	\$0.00								

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project Consu	\$17,264.42		\$17,264.42		Y Y Y N	RRA	0000000405	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$17,264.42			N
Account Name: Consulting Services						Department Name: RCRRA-Proj/Grant								

ent Comments-Check Stub

ice No. NCV-3484, dated 1/31/05

ices of Steve Morris and Zan Associates for consulting services on the Central Corridor Transit Study Phase 2 for 12/26/04-1/21/05

her Comments

are that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. H. Spiegel

Date

2/25/05

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000405	08/17/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project	1.00	EA	195,000.00	195,000.00	08/17/2004
		Consulting				195,000.00	
		Schedule Total				195,000.00	

Mfg ID

Item Total 195,000.00

Total PO Amount 195,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

Metropolitan Council - Central Corridor Transit Study - Phase 2

Period of service	Invoice #1 4/4/04-7/31/04	Invoice #2 6/3/04-8/20/04	Invoice #3 8/21/04-9/17/04	Invoice #4 6/1/04-10/29/04	Invoice #5 10/3/04-11/26/04	Invoice #6 1/24/04-12/24/04	Invoice #7 12/25/04-1/21/05
LABOR	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
RETAINAGE (0%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET PAY INVOICE	\$44,603.27	\$14,912.02	\$11,099.52	\$28,524.28	\$14,412.01	\$15,537.01	\$17,264.42
Subsistence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Local Transport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shipping Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing and Reprod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Field Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellan Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total SRF Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Subcontractors Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontractors:							
DBE's							
Total DBE's							
DBE% Total Contract							
Amount spent on contract	\$44,603.27	\$59,515.29	\$70,614.81	\$99,139.09	\$113,551.10	\$129,088.11	\$146,352.53
Balance of contract	\$150,396.73	\$135,484.71	\$124,385.19	\$95,860.91	\$81,448.90	\$65,911.89	\$48,647.47
80% FTA Share	\$35,682.62	\$47,612.23	\$56,491.85	\$79,311.27	\$90,840.88	\$103,270.49	\$117,082.02

4

INVOICE

Please Remit To:
 Metro Transit
 Accounts Receivable
 560-6th Avenue North
 Minneapolis, MN 55411-4398

Page: 1
 Invoice No: NCV-3484
 Invoice Date: 01/31/2005
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 03/02/2005

Customer:
 RAMSEY CO. REGIONAL RR AUTHORITY
 ATTN: KATHRYN DESPIEGELAERE
 50 W. Kellogg Blvd. Suite 560
 St. Paul, MN 55102

AMOUNT DUE: \$ 17,264.42

\$ _____
 Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		CONSULTING SE Central Corridor Project		36.00	HR	125.00	4,500.00
		JANUARY, 2005					
		Reimbursement due to Metro Transit for Zan Associates consulting services and Stephen L. Morris salary and fringe benefits per attached detail					
2		LOCAL GOV'T A 12/25/04-1/21/05 Fringe Bene		8,509.61	EA	0.50	4,254.81
3		LOCAL GOV'T A 12/25/04-1/21/05 Salary Expe		1.00	EA	8,509.61	8,509.61
SUBTOTAL:							17,264.42
TOTAL AMOUNT DUE :							\$ 17,264.42

OK 

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Ratify Partial Payment No. 12 in the amount of \$110,976.83 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period of November 27, 2004 through December 31, 2004.

ACTION IS REQUESTED

Request Justification

- See attached information:
- 1) Proposed resolution
 - 2) Accounts Payable form and Partial Payment No. 12
 - 3) DMJM+Harris, Inc. Invoice No. 100-1710-5(12) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenry
Signature

March 15, 2005

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____

No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through December 31, 2004; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, DMJM+Harris, Inc. Invoice No. 100-1710-5, Partial Payment No. 12, in the amount of \$110,976.83 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through December 31, 2004; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$110,976.83 for services rendered through December 31, 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Business Unit: RRA
Voucher ID: 00003079

VOUCHER Purchase Order Voucher

Page No. 1
Run Date: 28.Feb.2005
Run Time: 3:17:46 PM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
Feb. 2005	100-1710-5(12)	14.Jan.2005	0000155333	DMJM+HARRIS, INC.	ONL	LONGHEKR P		28.Feb.2005	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$110,976.83	\$0.00	1178 PAYSHERE CIRCLE			CHICAGO	IL	60674

Billing	Group ID	Sales Tax	Pckp Ord Nbr
RE	000897	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project consu	\$110,976.83		\$110,976.83		Y Y Y N	RRA	0000000384	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$110,976.83			N

Account Name: Consulting Services

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. 100-1710-5(12), dated 1/14/05
ices for 11/27/04-12/31/04 on the Central Corridor Phase 2 study

her Comments

Share that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Spiegel

Date 3/1/05

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000155333
DMJM+HARRIS, INC.
1178 PAYSPHERE CIRCLE
CHICAGO IL 60674
United States

Purchase Order	Date	Revision	Page
RRA - 0000000384	04/06/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt?	Y	Tax Exempt ID:	99999999999999	Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Schd	Item	Description						
1 - 1		Central Corridor Project consulting		1.00	EA	1,899,900.00	1,899,900.00	04/06/2004
						Schedule Total	1,899,900.00	

Mfg ID

Item Total 1,899,900.00

Total PO Amount 1,899,900.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

DMJM Ha - Central Corridor Transit Study - Phase 2

	Invoice #1	Invoice #2	Invoice #3	Invoice #4	Invoice #5	Invoice #6	Invoice #7
Period of service	1/13/04-1/30/04	1/31/04-2/27/04	2/28/04-4/2/04	4/3/04-4/30/04	5/1/04-5/27/04	5/28/04-7/2/04	7/3/04-7/30/04
LABOR	\$420.80	\$6,673.27	\$19,486.91	\$8,966.87	\$9,755.91	\$15,770.50	\$11,746.37
OVERHEAD	\$568.08	\$9,008.91	\$26,307.33	\$12,105.27	\$13,170.48	\$21,290.18	\$15,857.60
TOTAL OVERHEAD	\$988.88	\$15,682.18	\$45,794.24	\$21,072.14	\$22,926.39	\$37,060.68	\$27,603.97
FEE	\$108.78	\$1,725.04	\$5,037.37	\$2,317.94	\$2,521.90	\$4,076.67	\$3,036.44
SUB TOTAL LABOR	\$1,097.66	\$17,407.22	\$50,831.60	\$23,390.08	\$25,448.29	\$41,137.35	\$30,640.41
DIRECT COSTS	\$0.00	\$490.12	\$16,835.87	\$35,596.72	\$55,300.20	\$60,678.70	\$37,824.24
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$1,097.66	\$17,897.34	\$67,667.47	\$58,986.80	\$80,748.49	\$101,816.05	\$68,464.65
RETAINAGE (5%)	\$54.88	\$894.87	\$3,383.37	\$2,949.34	\$4,037.42	\$5,090.80	\$3,423.23
NET PAY INVOICE	\$1,042.77	\$17,002.48	\$64,284.10	\$56,037.46	\$76,711.06	\$96,725.25	\$65,041.41
Subcontractors:							
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Parsons	\$0.00	\$0.00	\$1,834.10	\$13,020.16	\$14,205.60	\$0.00	\$0.00
Zimmer Gunsul Frasca	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Anton Lubov & Assoc.	\$0.00	\$0.00	\$873.66	\$1,872.13	\$3,494.64	\$5,366.76	\$1,310.49
AECOM Consult.	\$0.00	\$0.00	\$0.00	\$0.00	\$12,988.36	\$7,644.46	\$0.00
DBE's							
Manuel Padron & Assoc.	\$0.00	\$0.00	\$1,218.78	\$1,706.29	\$0.00	\$9,925.62	\$0.00
Enviroscience	\$0.00	\$0.00	\$8,898.44	\$0.00	\$0.00	\$33,154.47	\$0.00
Total DBE's	\$0.00	\$0.00	\$10,117.22	\$1,706.29	\$0.00	\$43,080.09	\$0.00
DBE% Total Contract	0.00%	0.00%	14.95%	2.89%	0.00%	42.31%	0.00%
Task 1	\$0.00	\$0.00	\$8,471.31	\$7,038.79	\$3,514.82	\$13,658.11	\$6,601.91
Task 2	\$0.00	\$2,307.19	\$17,240.69	\$12,688.26	\$4,784.50	\$28,786.63	\$14,574.73
Task 3	\$0.00	\$0.00	\$8,577.25	\$13,020.16	\$14,205.60	\$15,296.07	\$0.00
Task 4	\$0.00	\$0.00	\$3,142.97	\$15,208.67	\$20,937.64	\$0.00	\$32,369.32
Task 5	\$0.00	\$0.00	\$13,440.91	\$6,680.57	\$10,880.63	\$12,001.27	\$2,362.57
Task 6	\$0.00	\$0.00	\$873.66	\$1,872.13	\$16,482.99	\$13,011.23	\$1,310.49
Task 7	\$1,097.66	\$15,590.15	\$15,920.68	\$2,478.22	\$10,142.29	\$19,062.76	\$11,245.63
Task 8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Amount spent on contract	\$1,042.77	\$18,045.25	\$82,329.35	\$138,366.81	\$215,077.87	\$311,803.12	\$376,844.53
Balance of contract	\$1,898,857.23	\$1,881,854.75	\$1,817,570.65	\$1,761,533.19	\$1,684,822.13	\$1,588,096.88	\$1,523,055.47
80% FTA Share	\$834.22	\$14,436.20	\$65,863.48	\$110,693.45	\$172,062.30	\$249,442.50	\$301,475.63

4

Invoice #8	Invoice #9	Invoice #10	Invoice #11	Invoice #12
7/31/04-8/27/04	8/28/04-10/1/04	10/1/04-10/29/04	10/30/04-11/26/04	11/27/04-12/31/04
\$15,661.90	\$20,115.49	\$17,357.11	\$15,803.20	\$18,910.86
\$21,143.57	\$27,155.91	\$23,432.10	\$21,334.32	\$25,529.66
\$36,805.47	\$47,271.40	\$40,789.21	\$37,137.52	\$44,440.52
\$4,048.60	\$5,199.85	\$4,486.81	\$4,085.13	\$4,888.46
\$40,854.07	\$52,471.26	\$45,276.02	\$41,222.65	\$49,328.98
\$68,885.17	\$38,001.36	\$51,419.72	\$163,398.67	\$67,488.74
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$109,739.24	\$90,472.62	\$96,695.74	\$204,621.32	\$116,817.72
\$5,486.96	\$4,523.63	\$4,834.79	\$10,231.07	\$5,840.89
\$104,252.27	\$85,948.98	\$91,860.95	\$194,390.25	\$110,976.83
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18
\$3,162.67	\$12,767.88	\$12,022.35	\$12,354.96	\$26,340.27
\$14,797.51	\$0.00	\$11,300.54	\$18,573.53	\$8,379.54
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77
\$2,308.96	\$0.00	\$3,182.61	\$0.00	\$0.00
\$11,848.26	\$0.00	\$15,637.38	\$58,705.79	\$0.00
\$5,980.15	\$0.00	\$0.00	\$58,950.21	\$8,551.77
\$20,169.59	\$19,276.07	\$5,892.58	\$13,814.19	\$21,996.18
\$26,149.74	\$19,276.07	\$5,892.58	\$72,764.40	\$30,547.95
23.85%	21.31%	6.09%	35.56%	26.15%
\$6,172.30	\$20,130.28	\$22,591.82	\$7,169.78	\$7,569.17
\$30,958.24	\$37,762.92	\$18,306.25	\$30,606.62	\$38,738.91
\$7,592.70	\$12,767.88	\$6,580.03	\$12,354.96	\$34,452.05
\$20,736.80	-\$5,939.29	\$7,853.64	\$2,901.74	\$6,955.16
\$17,077.69	\$15,791.86	\$12,607.43	\$67,602.09	\$16,207.10
\$14,157.22	\$0.00	\$18,819.99	\$58,705.79	\$0.00
\$13,044.29	\$9,958.96	\$9,936.58	\$10,099.84	\$12,895.34
\$0.00	\$0.00	\$0.00	\$2,648.68	\$0.00
\$0.00	\$0.00	\$0.00	\$12,531.82	\$0.00
\$481,096.81	\$567,045.79	\$658,906.75	\$853,297.00	\$964,273.83
\$1,418,803.19	\$1,332,854.21	\$1,240,993.25	\$1,046,603.00	\$935,626.17
\$384,877.45	\$453,636.63	\$527,125.40	\$682,637.60	\$771,419.06

57

DBE Progress/Project Report

Project #:	046106124.0001	DBE Progress Report #:	9
Project Title:	Central Corridor Project	Type of Services:	Project Design Activities
Prime Contractor:	DMJM+HARRIS		
Contract #		Contract Award Date:	January 13, 2004
Original Contract Amount:	\$ 1,709,797.10		
Contract Change Orders:	\$ 32,000.00	Amount Billed to Date:	\$ 1,061,405.98
Total Contract Amount:	\$ 1,741,797.10	Percent Billed to Date:	61%
Contract Dollars Expended:	\$ 1,061,405.98	Payment Claim #:	12
Contract Dollars Remaining:	\$ 680,391.12		

Utilization Goal: 15%
Reporting Period: From November 27, 2004 to December 31, 2004

DBE Subcontractor	Original Contract Amount	Current Contract Amount	Amount Billed This Claim	Amount Billed To Date
Manuel Padron	\$108,413.18	\$115,413.00	\$8,551.77	\$86,460.78
Enviroscience	\$143,506.48	\$143,506.48	\$22,001.18	\$123,206.52
DBE Totals:		\$258,919.48	\$30,552.95	\$209,667.30
Contract DBE % of Total Current Contracted Amount:				15%
Billed DBE % of Total Contract Amount Billed:				20%
Explanation if DBE Goal Not Being Met or Other Comments:				

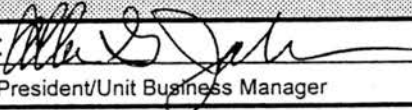
Affirmative Action Status/Labor Force Breakdown by Hours

SKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/E Male	A/E Female

UNSKILLED:

Male	Female	Blk Male	Blk Female	Hispanic Male	Hispanic Female	Asian Male	Asian Female	A/E Male	A/E Female

Signature: 
 Title: Vice President/Unit Business Manager

Date: 1/17/05

INSTRUCTIONS:

1. Insert information in all blank spaces. A/E Services contracts **DO NOT** complete Affirmative Action Status/Labor Force Breakdown by Hours.
2. **Contract DBE %** = Current Contract Amounts DBE Totals / Total Contract Amount.
3. **Billed DBE %** = Amount Billed To Date DBE Totals / Amount Billed To Date.

Mailed to
Pat Calder 2/7/05.
KAL

6

DMJM HARRIS

PLEASE REMIT TO:

DMJM+HARRIS
1178
540 WEST MADISON 4th FLOOR
CHICAGO IL 60661

In Account With:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
665 Ramsey County Government Center - West
50 W. Kellogg Blvd.
St. Paul, MN 55102

Attn: Steven Morris

Re: Central Corridor Project

Invoice Date: January 14, 2005
Invoice No.: 100-1710-5(12)
Job No.: 046106124
Customer No.: 046000463

PROJECT BILLING SUMMARY

FOR SERVICES PERFORMED FROM NOVEMBER 27, 2004 THROUGH DECEMBER 31, 2004

BY TASK

Task #	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
1	\$ 312,800.98	\$ 292,800.98	\$7,569.17	\$108,441.17	\$116,010.35	40%				
2	\$ 418,617.74	\$ 398,617.74	\$38,743.83	\$199,556.36	\$238,300.18	60%				
3	\$ 165,797.16	\$ 165,797.16	\$34,575.35	\$113,380.15	\$147,955.50	89%				
4	\$ 157,112.30	\$ 157,112.30	\$6,955.16	\$105,706.06	\$112,661.22	72%				
5	\$ 139,652.59	\$ 199,652.59	\$16,207.09	\$158,372.97	\$174,580.06	87%				
6	\$ 339,707.59	\$ 319,707.59	\$0.00	\$125,233.51	\$125,233.51	39%				
7	\$ 176,108.74	\$ 176,108.74	\$12,895.33	\$118,589.32	\$131,484.65	75%				
8		\$ 10,000.00	\$0.00	\$2,648.68	\$2,648.68	26%				
9		\$ 22,000.00	\$0.00	\$12,531.82	\$12,531.82	57%				
Project Total	\$ 1,709,797.10	\$ 1,741,797.10	\$116,945.94	\$944,460.04	\$1,061,405.98	62.1%				\$0.00

BY FIRM

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
DMJM+HARRIS	\$ 830,360.62	\$ 815,360.62	\$51,549.88	\$408,321.83	\$459,871.71	56.4%				
Enviroscience	\$ 143,506.48	\$ 143,506.48	\$22,001.18	\$101,205.34	\$123,206.51	85.9%				
Parsons	\$ 130,697.00	\$ 130,697.00	\$26,463.57	\$92,353.22	\$118,816.79	90.9%				
Zimmer Gunsul Frasca	\$ 157,112.00	\$ 214,112.00	\$8,379.54	\$139,437.14	\$147,816.68	69.0%				
Manuel Padron & Assoc.	\$ 108,413.00	\$ 115,413.00	\$8,551.77	\$77,909.00	\$86,460.78	74.9%				
Anton Lubov & Assoc.	\$ 35,320.00	\$ 35,320.00	\$0.00	\$18,409.26	\$18,409.26	52.1%				
AECOM Consult.	\$ 304,388.00	\$ 287,388.00	\$0.00	\$106,824.25	\$106,824.25	37.2%				
Project Total	\$ 1,709,797.10	\$ 1,741,797.10	\$116,945.94	\$944,460.04	\$1,061,405.98	62.1%				

PARTICIPATION BY DBE FIRMS

Firm	Original Budget	Revised Budget	Earned			% spent	Paid to date	Pending Payments		
			This period	Previous	To Date			Invoice #	Amount	Total pending
Manuel Padron	\$ 108,413.00	\$ 115,413.00	\$8,551.77	\$77,909.01	\$86,460.78	8.1%				
Enviroscience	\$ 143,506.48	\$ 143,506.48	\$22,001.18	\$101,205.34	\$123,206.51	11.6%				
Project Total	\$ 251,919.48	\$ 258,919.48	\$30,552.95	\$179,114.35	\$209,667.29	19.8%				

OK
[Signature]

999 Town & Country Road, Orange, California 92868-4786

ORIGINAL

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Invoice Date: January 14, 2005
 Invoice No.: 100-1710-5(12)

DMJM+HARRIS COSTS				
LABOR				
Task #	Person	Hours	Rate	Labor Cost
1	Rossler, Karen	44.0	\$53.70	\$2,362.80
2	Boone, Alan	70.0	\$58.83	\$4,118.10
2	Fuller, Hugh	25.0	\$57.50	\$1,437.50
2	Harris, Gregory	16.0	\$37.92	\$606.72
2	Hook, Dana	13.0	\$37.30	\$484.90
2	Russo, Frank	4.0	\$90.00	\$360.00
2	Shields, Angela	82.5	\$24.47	\$2,018.78
5	Mitrsongkroh, Ben	104.0	\$26.44	\$2,749.76
5	Araujo, Maureen	4.0	\$46.25	\$185.00
7	Araujo, Maureen	2.0	\$46.25	\$92.50
7	Ives, Lisa	85.0	\$52.88	\$4,494.80
Subtotal Labor				\$18,910.86
OVERHEAD				
		Labor	Rate	Total OH
		\$18,910.86	135.00%	\$25,529.66
Subtotal Labor + Overhead				\$44,440.52
FEE				
		Labor&OH	Rate	Total fee
		\$44,440.52	11%	\$4,888.46
Total ODCs				\$2,220.90
DMJM+HARRIS INVOICE TOTAL				
	Total earned			\$51,549.88
	Retainage @ 5%			\$2,577.49
Total Invoiced Amount				\$48,972.39
SUBCONSULTANT COSTS				
Task #	Firm	Cost		Total Sub Costs
1	Enviroscience	\$43.33		\$43.33
2	Enviroscience	\$13,846.07		\$13,846.07
3	Enviroscience	\$8,111.78		\$8,111.78
3	Parsons	\$26,463.57		\$26,463.57
1	Zimmer Gunsul Frasca	\$1,362.48		\$1,362.48
2	Zimmer Gunsul Frasca	\$61.90		\$61.90
4	Zimmer Gunsul Frasca	\$6,955.16		\$6,955.16
5	Manuel Padron & Assoc.	\$8,551.77		\$8,551.77
SUBCONSULTANT TOTAL				\$65,396.06
	Total earned			\$65,396.06
	Retainage @ 5%			\$3,269.80
Total Invoiced Amount				\$62,126.26
TOTAL NOW DUE				\$111,098.65

49,328.98

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Presentation by Mark Fabel, McGough Development, on transit-oriented development.

ACTION IS REQUESTED

Request Justification

Mark Fabel, McGough Development, will speak at the meeting about the proposed development along the Hiawatha LRT line in Bloomington being planned by his firm.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenry
Signature

March 15, 2005

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Approval of trail easement to the City of Roseville.

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere, dated 3/14/05
- 3) RCRRA Northeast Diagonal Right of Way map
- 4) Letter from D. Bloom, City of Roseville, dated 1/31/05
- 5) Easement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenny
Signature

March 15, 2005

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has proposed for possible future development a transitway extending from White Bear Lake to downtown Minneapolis (Northeast Diagonal); and

WHEREAS, The Ramsey County Regional Railroad Authority purchased a segment of former Burlington Northern Santa Fe Railroad right of way from the Hennepin/Ramsey County line to Walnut Street in Roseville in 2003 for future transit on the Northeast Diagonal; and

WHEREAS, The City of Roseville has requested an easement from the Ramsey County Regional Railroad Authority for the construction, operation, and maintenance of a trail along this former railroad right of way; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approve Easement ENE050 with the City of Roseville for the construction, operation, and maintenance of a trail along the right of way owned in Roseville, and authorizes the Chair to sign the Easement.

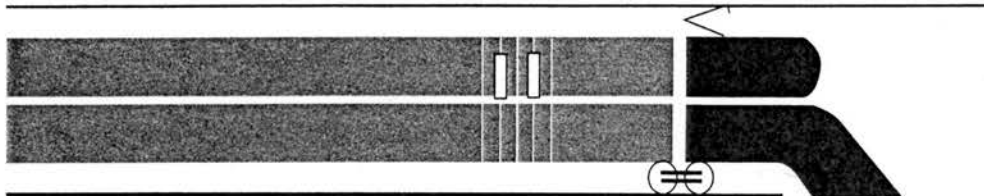
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary

|



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Approval of Trail Easement to City of Roseville

Date: March 14, 2005

In 2003, Ramsey County Regional Railroad Authority (RCRRA) purchased a small section of right of way from the Burlington Northern Santa Fe (BNSF) railroad. This right of way is located between County Road C and County Road B2, and is bounded on the west by the Hennepin/Ramsey County line and on the east by Walnut Street (see map, **Attachment 1**). Part of the RCRRA purchase contains a 30-foot wide by 300-foot long easement (15 feet on either side of the railroad track centerline) for the operation of trains on the remaining railroad tracks. The RCRRA portion is 100 feet in width and 740 feet in length.

This abandoned rail corridor is part of the Northeast Diagonal, a corridor the Metropolitan Council had identified as a busway in their 2025 transit plan, though the Metropolitan Council did not include this project in their newly adopted long range transportation plan, the *Transportation Policy Plan*.

The City of Roseville has requested an easement along this right of way for a trail. This trail would connect to regional trails that are being planned by Minneapolis, Three Rivers Park District, and St. Anthony Village. The regional trail construction will begin in 2005. Information about the regional trails and a plan of this trail can be found in a January 31 letter from the Roseville City Engineer (**Attachment 2**). The funding for the trail sunsets March 31, 2005, so all agreements and right of way issues must be addressed prior to this date.

RCRRA staff and Ramsey County Public Works staff have reviewed this request and recommend RCRRA grant the easement as there are no immediate plans for transit on this right of way and the regional trail would benefit Ramsey County residents. RCRRA has requested minor modifications to the originally proposed trail, including the installation of a fence along the portion of active rail, and has asked the City to work with Minnesota Commercial (the operator of the active rail section) on minimum clearances from the track centerline to the trail.

David MacMillan, Ramsey County Attorney's Office, has drafted an easement between RCRRA and the City to allow the City to construct, operate and maintain a trail on the right of way (**Attachment 3**). Highlights from the easement are:

- The easement would be cancelable by RCRRA.
- The City would be responsible for security and maintenance of the right of way.
- The City is responsible for any special taxes or assessments.

The City has approved this agreement at their February 28, 2005 City Council meeting.

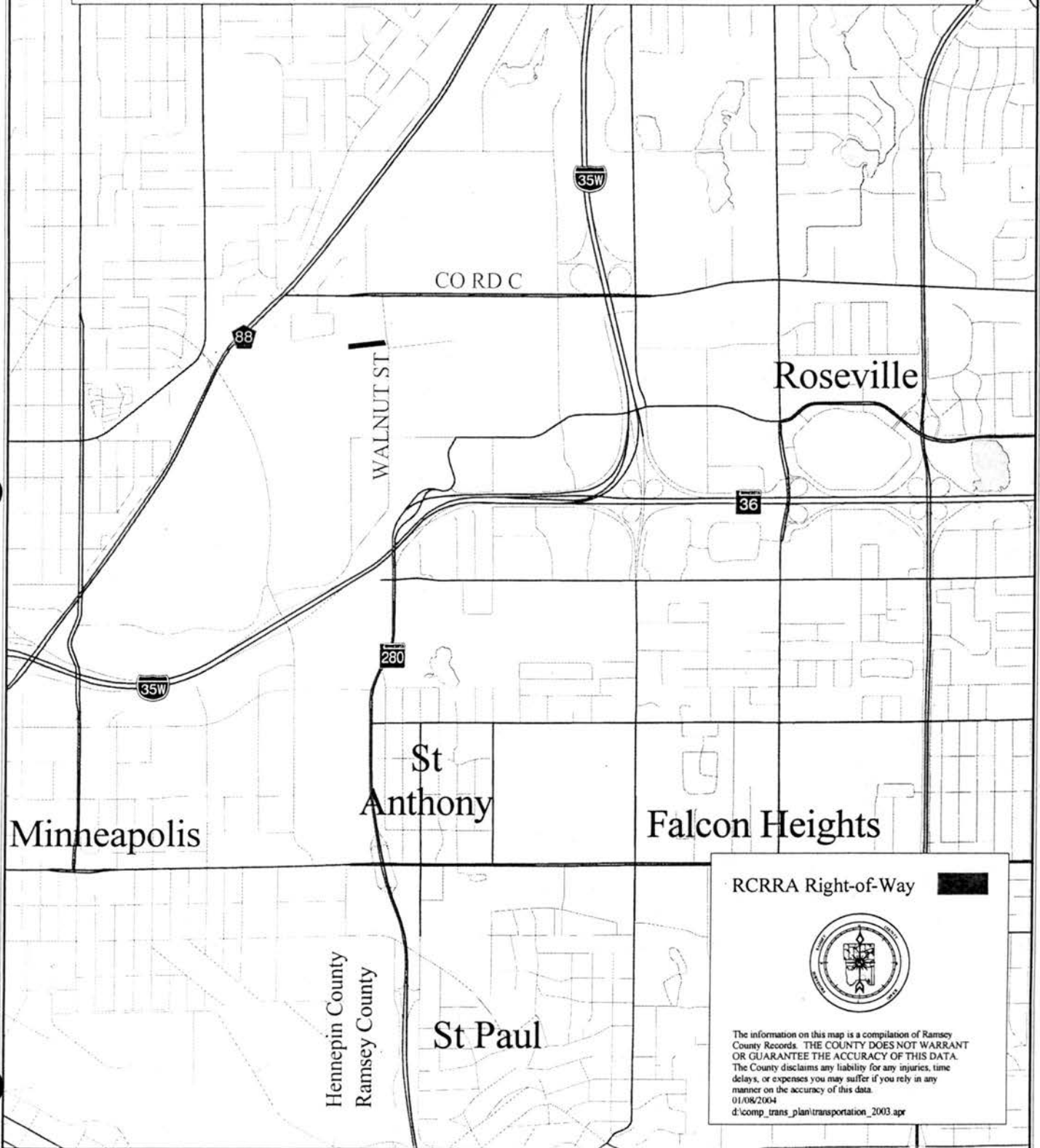
Recommendation:

Consider approving the easement agreement with the City of Roseville and authorize the Chair to sign.

Attachments

1. Map of Area
2. January 31 Roseville Letter
3. Easement ENE050

Ramsey County Regional Railroad Authority Northeast Diagonal Right-of-Way





January 31, 2005

Alicia Vap
Ramsey County Regional Rail Authority
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

RE: County Road B-2 Pathway Project

Dear Alicia:

The Ramsey County Regional Railroad Authority in partnership with the Hennepin County Regional Rail Authority has acquired a quit claim deed for the abandoned BNSF rail corridor described in document #3657658. As you may be aware, the City of Roseville in partnership with the City of Minneapolis, Three Rivers Park District and the St. Anthony Village is preparing plans to construct two regional trails that rely on this railroad corridor for connection.

The City of Roseville is the lead agency in preparing plans and specifications to construct the County Road B-2 Pathway this summer. This pathway alignment is shown on the attached location map. We need to receive approval from your board to construct the portion of the trail located between stations 0+00 and 8+00. The sunset date for this project is March 31, 2005, all agreements and right-of-way must be addressed prior to the sunset date.

The westerly terminus of the B-2 project is at the Northeast Minneapolis Bicycle Trail (SP 141-090-18), a joint project currently being developed in conjunction with Three Rivers Park District, City of Minneapolis, City of St. Anthony, and the City of Roseville. The group is looking to construct the project in 2005. In light of the westerly termini of our project, we want to ensure that the transition between the NE trail and the B-2 pathway project works. At this time, the plans for the NE project are just beginning development. We will continue to work with the development team for the NE project to guarantee that our projects enhance each other and the regional system. We have been meeting with this group in order to determine how the County Road B-2 project and the Northeast project will work together as a regional connection.

Information about the County Road B-2 project:

The City of Roseville's project includes 3.25 miles of multi use trail. The pathway easterly terminus is at Lexington Avenue, which is a CSAH that runs roughly through the middle of the City. At this location bicyclists and pedestrians will have a connection to the Lexington Avenue Pathway that runs from the north boundary to the south boundary of the City of Roseville. This regional pathway connection links users to the Highway 96 Regional Trail and Grass-Vadnais Regional Park in Shoreview. It also connects to the County Road C regional trail and Dale Street/ Reservoir Woods regional trail.

The proposed trail would provide area users with improved access to the Metropolitan Council's Regional Trail Corridor network, as well as local schools, businesses, city trails, and parks. The County Road B-2 trail will be vertically aligned above street grade and will run parallel to County Road B-2/ Terminal Road/ Walnut Street in most areas.

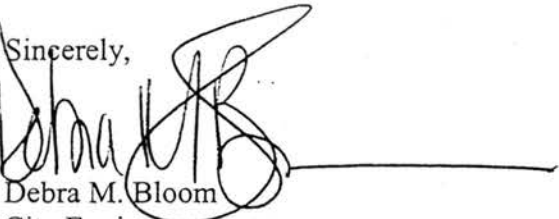
Action:

We respectfully request that the Ramsey County Regional Railroad Authority permit the City of Roseville to construct, operate and maintain a trail on their property. This would only cover that portion of the abandoned BNSF railroad right- of- way located between the westerly Roseville city limits and Walnut Street (sta 0+00 to 8+00).

Since this project is using Federal funds we would need this permission in the form of an agreement. If the Board is interested in working with us to meet this interim transportation need, we can start work on a document that would meet both the City's and the Board's needs.

Please contact me so that we can discuss this further.

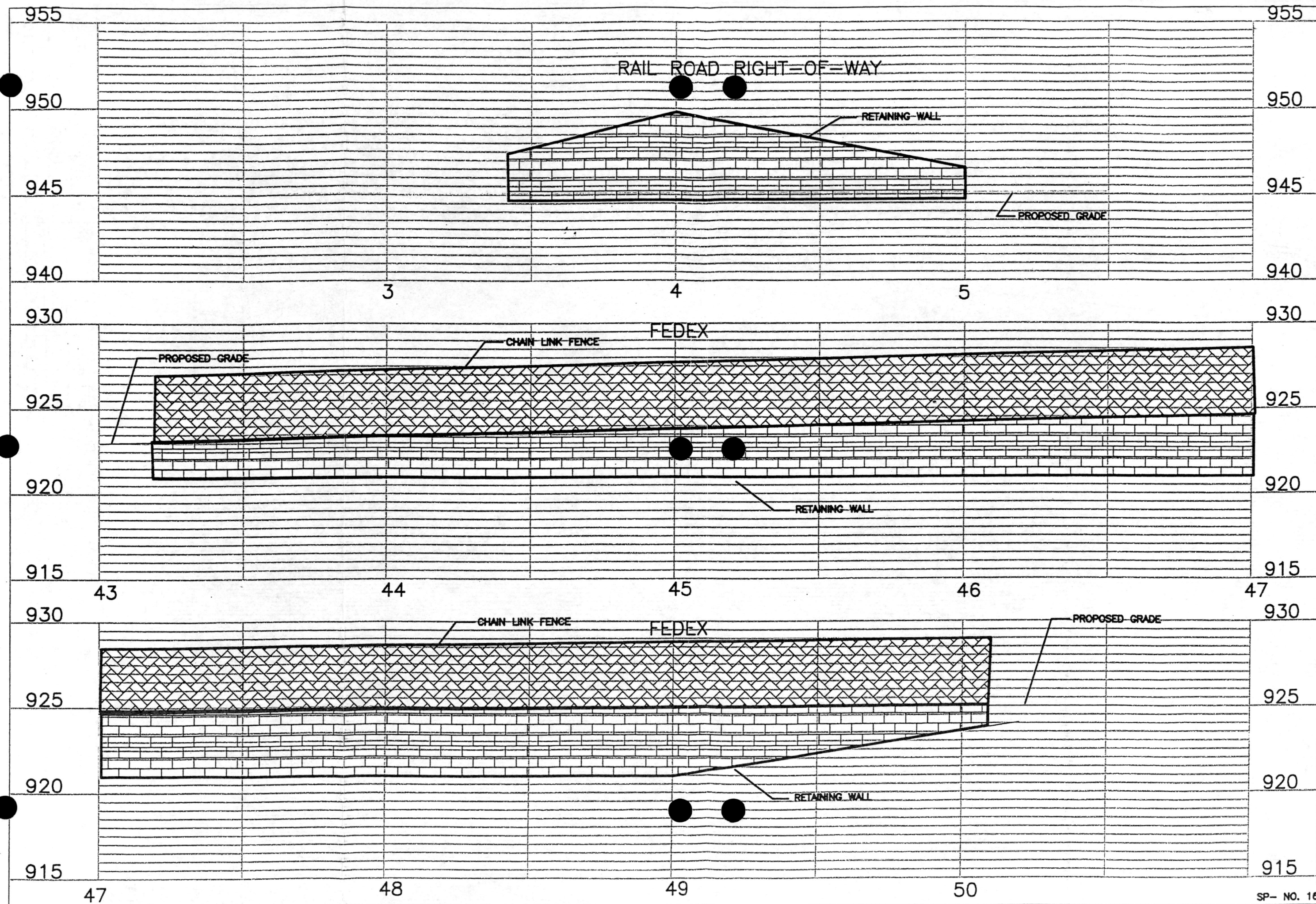
Sincerely,



Debra M. Bloom
City Engineer

651-792-7042

deb.bloom@ci.roseville.mn.us

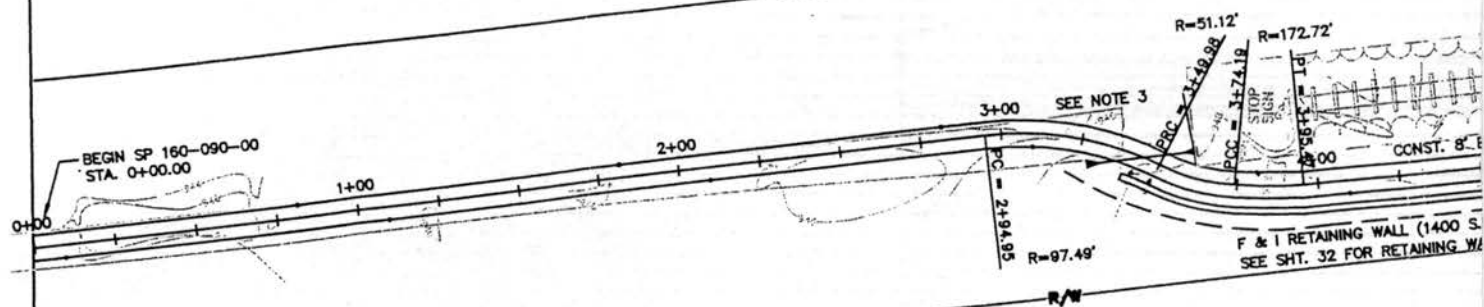


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY REGISTERED PROFESSIONAL ENGINEER UNDER THE LICENSE OF THE STATE OF MINNESOTA.	
DATE 12-10-04	REG. NO. 24468
GACAD PROJECTS	
REVISED	DATE
DRAWN BY	CHECKED BY
AS BUILT BY	DATE
PATHWAY CONSTRUCTION	
CITY OF ROSEVILLE	
PROFILES FOR COUNTY ROAD B-2	
RETAINING WALL DETAILS	
CITY PROJ. NO. 05-03 2005 CONTRACT "A"	
SHEET NO.	
32	41

2500 RD

ROSEVILLE

MINNEAPOLIS

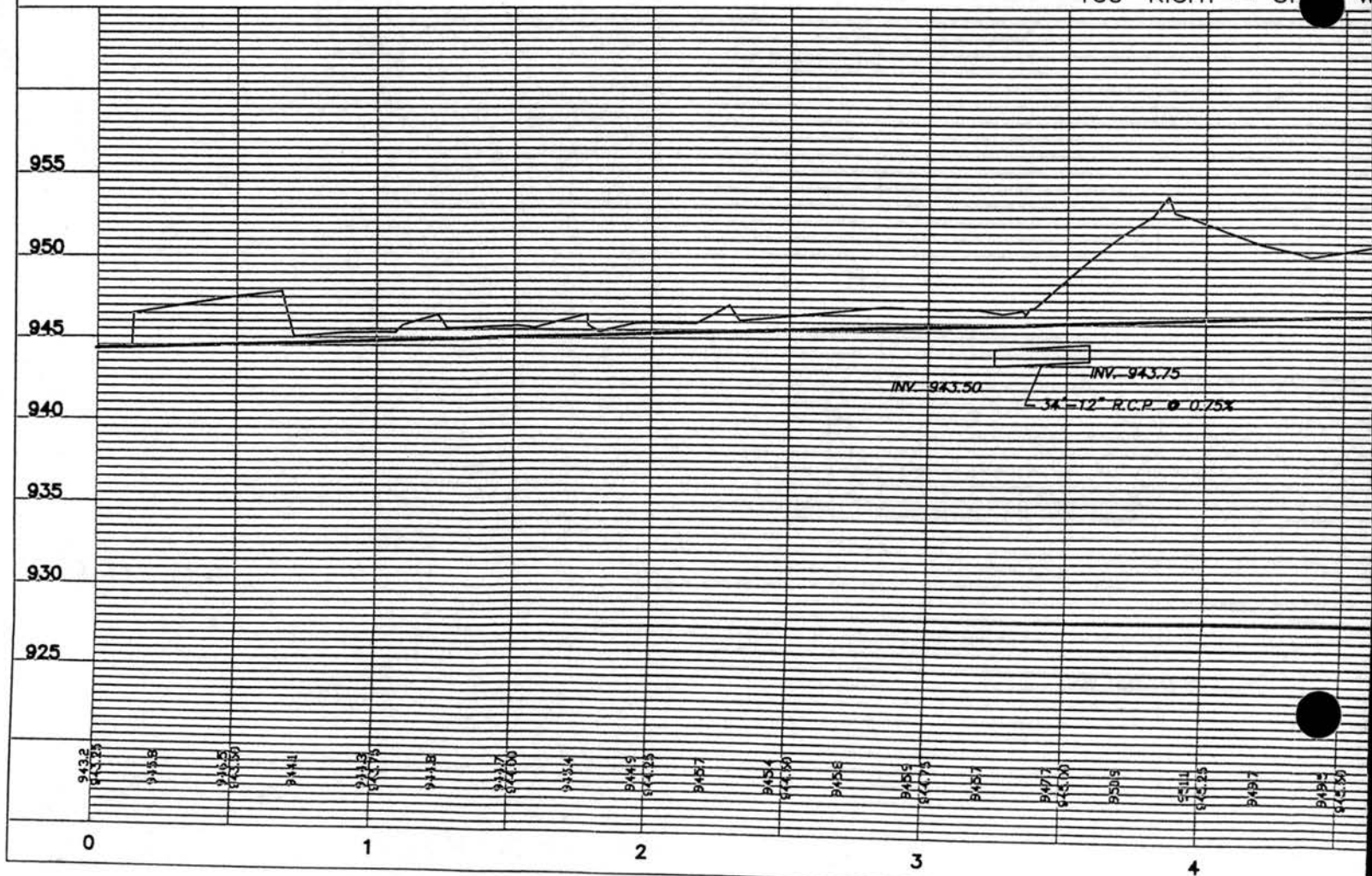


NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR HAVING ALL UTILITIES LOCATED IN THE FIELD.
2. CONTRACTOR IS RESPONSIBLE FOR RELOCATING ALL SIGNS AS DIRECTED BY ENGINEER.
3. F & I 2'-12" R.C.P.-F.E.S. AND 34'-12" R.C.P.
4. REMOVE 18" R.C.P.-F.E.S. & 4'-18" R.C.P., F & I 4'-18" R.C.P. AND 27" C.B. W/R-2535-A CASTING ASBLY.
5. RECONSTRUCT MANHOLE-ADD 1.5' BUILD TO THE STRUCTURE.

B.N.S.F. RIGHT-OF-WAY

100' RIGHT - OF - W



EASEMENT

The Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota (RCRRA) in consideration of the sum of One Dollar (\$1.00), the mutual promises and covenants herein, and other good and valuable consideration, does hereby quitclaim and convey to the City of Roseville, a municipal corporation and political subdivision of the State of Minnesota (the City) a perpetual easement (the Easement) for the construction, operation, use, and maintenance of a public trail or trails over and upon the following described property located in the County of Ramsey, State of Minnesota, to-wit:

SEE ATTACHED EXHIBIT A

The parties agree and acknowledge that the RCRRA has acquired the railroad right-of-way over which the Easement is granted (the Corridor) for the purposes of preserving the Corridor for future transit purposes, including construction, operation, and maintenance of a Light Rail Transit system (LRT) within the Corridor, and that the Easement is subordinate to such use and any trail or trails constructed by the City shall be subject to the following terms:

1. The City shall submit all plans for the design and construction of trail or trails to the RCRRA for approval, which approval will not be unreasonably withheld.
2. Any trail or portion of trail constructed within the Easement area shall be subject to relocation within the Corridor upon demand by the RCRRA at such times as the RCRRA determines to use the Corridor for transit purposes. Such relocation shall be at the sole cost and expense of the City.
3. The RCRRA shall have the sole, final and exclusive right to determine when it will construct a transit system, the nature and kind of transit system to be constructed, the location of the transit system within the Corridor, and the nature and kind of safety features, including but not limited to fencing between the trail and any rail lines or tracks which will be required for the trail or trails. Such safety features will be provided at the sole cost and expense of the City.
4. The City shall, at the request of the RCRRA, close the trail in whole or in part, during the construction of transit improvements by the RCRRA.
5. The City shall be responsible for security and maintenance of the Corridor, including but not limited to keeping the Corridor free of trash, garbage, refuse, noxious weeds, and other general maintenance, prior to construction of transit improvements by the RCRRA. At such time as the RCRRA uses the Corridor for transit purposes, it shall be responsible for security and maintenance, except for the trail area, which will remain the responsibility of the City.
6. Any easements created pursuant to this Agreement shall be freely assignable by the RCRRA, and RCRRA's assignee shall be bound by the terms of said Easement.

7. Termination and Modification. Except as otherwise provided herein, this agreement and the rights and obligation of the parties hereunder may be modified or terminated only by the mutual consent of all parties. 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.

8. Additional Facilities. If the City or RCRRA 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.

9. The City 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 City's use of the Corridor pursuant to this Agreement, or use of the Easement.

10. The City 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.

11. The City shall be responsible for paying any taxes, special assessments, or other charges levied by the City on the property described on Exhibit A during the time that the easement area described therein is being used by the City 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 City, 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 City 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 City shall pay all such penalty and accrued interest. The City shall not levy or assess any tax or charge on the Corridor during the life of the Easement, for so long as the Corridor is in public ownership.

12. If the City abandons its use of the Corridor for trail purposes, this Easement and all of the City'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 City 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 City shall provide to RCRRA a suitable Quit Claim deed, properly executed and in recordable form, whereby the City relinquishes to RCRRA all rights granted by this easement; or

- b. The City 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 City has abandoned its use of the Corridor for trail purposes; or
- d. Failure by the City to pay its share of any tax, special assessment, fee, or other charge pursuant to paragraph 11 hereof.

In the event of constructive abandonment pursuant to paragraphs 12(b), 12(c) or 12(d), RCRRA shall notify the City of its opinion and state with specificity the acts or failures to act which lead it to believe such abandonment has occurred. The City 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 City. If the City fails to provide such notice within the six-month period, abandonment shall be deemed to have occurred on the date RCRRA notified the City of its opinion that the Corridor has been abandoned.

Upon abandonment, the City 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.

13. This easement does not establish a permanent park, recreation area, or wildlife or waterfowl refuge facility that would become subject to 49 U.S.C. Sec. 303. Nothing in this paragraph shall be interpreted or operate to impair or waive any party's statutory or common law immunities, defenses, or limitations of liability.

14. 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:

15. 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

By: _____
Rafael E. Ortega Date
Chair

Recommended:

Kathryn DeSpiegelaere Date
Director

CITY OF ROSEVILLE

By: Craig S. Klumpp 3/14/05
Date

By: Neal J. Best 3/14/05
Date

EXHIBIT A

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's hereinafter described Main Track centerline (as laid out and maintained) upon, over and across the Northwest Quarter of the Northwest Quarter of Section 8, Township 29 North, Range 23 West of the 4th P.M., Ramsey County, Minnesota, bounded on the West by the West line of said Section 8 (the Hennepin County/Ramsey County border line), and bounded on the East by the East right of way line of Walnut Street in the City of Roseville, Minnesota.

The sidelines of said 100.0 foot wide Branch Line parcel are to be prolonged or shortened to terminate on said West line of said Section 8 (the Hennepin County/Ramsey County border line).

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Approval of Bruce Vento Regional Trail Extension
Plans by the City of St. Paul

ACTION IS REQUESTED

Request Justification

See attached information:

- 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere, dated 3/2/05
- 3) Copy of Easement No. RCRRA ENE025
- 4) Keller Lake/Lake Phalen Area Trail Map
- 5) Lower Phalen Creek Pedestrian/Bike Trail maps

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenny
Signature

March 15, 2005
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, The Ramsey County Regional Railroad Authority has approved Easement025 with the City of St. Paul for an easement to use RCRRA right of way for the construction, operation, and maintenance of the Bruce Vento Regional Trail from the northern city limits to East Seventh Street; and

WHEREAS, Ramsey County Regional Railroad Authority, the City of St. Paul, and Ramsey County executed a Joint Powers Agreement to define the roles and responsibilities for the planning, development, and operation of the corridor for trail and potential future light rail transit use; and

WHEREAS, The City of St. Paul has requested to extend the trail south to Fourth Street and Commercial Street, and different parts of the trail will utilize Ramsey County Regional Railroad Authority right of way; and

WHEREAS, per Easement025 and the Joint Powers Agreement, Ramsey County Regional Railroad Authority must review and approve trail plans; Now, Therefore Be It

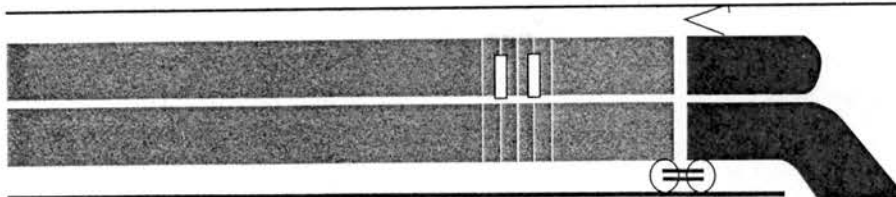
RESOLVED, The Ramsey County Regional Railroad Authority approve the Bruce Vento Regional Trail extension plans from East Seventh Street to Fourth Street and Commercial Street by the City of St. Paul.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Approval of Bruce Vento Regional Trail Extension Plans by the
City of St. Paul

Date: March 2, 2005

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 granted the City of St. Paul an easement (see **Attachment 1**) for construction, operation, and maintenance of the Bruce Vento Regional Trail from the northern city limits south to East 7th Street (see **Attachment 2**). Referenced in the easement is the Joint Powers Agreement (part of **Attachment 1**) between RCRRA, the City, and Ramsey County that defines the roles and responsibilities for the planning, development, and operation of the corridor for trail and potential future light rail transit use. Section three, paragraph five of the Joint Powers Agreement states that RCRRA has the right to review and approve trail plans.

The City is planning to extend the Bruce Vento Regional Trail south of its current terminus at East 7th Street (see **Attachment 3** for a map) this summer. The trail will cross under I-94 and then over 4th Street, utilizing an existing abandoned railroad bridge that will be refurbished as part of the project. The trail will then travel to the east to the intersection of 4th Street and Commercial Street. Not all of the trail extension will be on RCRRA right of way. A portion of the trail extension near East 7th Street and Payne Avenue will be on RCRRA right of way, and then much of the trail south of I-94 will be on RCRRA right of way.

South of I-94 is property utilized by Xcel Energy for an energy plant. The City is proposing to do plantings to help screen this plant. RCRRA staff will work with the City on an acceptable planting plan. The City is also planning to install fencing along the trail south of I-94. The installation of the fence will help with the amount of dumping of refuse that occurs in this area.

RCRRA staff and Ramsey County Public Works staff have reviewed the City's plans and agree that the trail project does not negatively impact RCRRA projects, including future transit or the Union Depot project.

City staff will be at the March 22 RCRRA meeting to answer questions regarding the trail extension.

Recommendation:

Consider approving the Bruce Vento Regional Trail extension plans by the City of St. Paul.

Attachments

1. Easement ENE025
2. Map of Bruce Vento Regional Trail
3. Map of trail extension

EASEMENT

THIS EASEMENT, made this 25th day of July, 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 City of Saint Paul, a Minnesota municipal corporation, party of the second part (hereinafter referred to as the "City").

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 City, and the County of Ramsey 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 City 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 City 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 City hereby agrees to defend and does hereby indemnify and hold harmless RCRRA 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 City's use of the corridor pursuant to this easement.

The City 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 City's liabilities are limited by the provisions of MN Statute, Chapter 466. There is no waiver of the City of any of the protections set forth therein.

2. The City 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 City shall be responsible for paying any taxes, special assessments, or other charges levied by the City on the property described on Exhibit A during the time that the easement area described herein is being used by the City 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 City, 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 City 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 City shall pay all such penalty and accrued interest.
4. If the City abandons its use of the corridor for trail purposes, this easement and all of the City'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 City 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 City shall provide to RCRRA a suitable Quit Claim deed, properly executed and in recordable form, whereby the City relinquishes to RCRRA all rights granted by this easement; or
 - (b) The City 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 City has abandoned its use of the corridor for trail purposes. In such event, RCRRA shall notify the City of its opinion and state with specificity the acts or failures to act which lead it to believe such abandonment has occurred. The City 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 City. If the City fails to provide such notice within the six month period, abandonment shall be deemed to have occurred on the date RCRRA notified the City of its opinion that the corridor has been abandoned; or
 - (d) Failure by the City to pay its share of any tax, special assessment, fee, or other charge pursuant to paragraph 3 hereof.

Upon abandonment, the City 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 City to leave any or all property or improvements on the corridor, without cost to RCRRA, which property 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: ENE025

City: City of Saint Paul
Division of Parks and Recreation
300 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102

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.

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

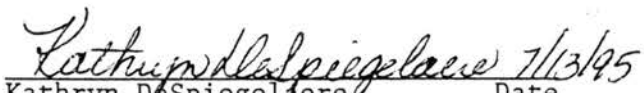


David F. MacMillan Date
Assistant Ramsey County Attorney

By 

John T. Finley Date
Chair

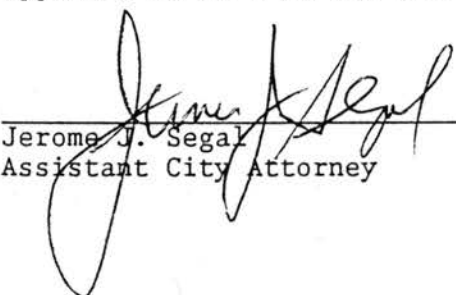
Recommended:



Kathryn DeSpiegel Date
Director of LRT Planning

Approved as to form and execution:

CITY OF SAINT PAUL



Jerome J. Segal Date
Assistant City Attorney

By 

Norm Coleman Date
Mayor

By 

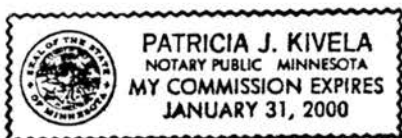
~~Peter Hames~~ Martha Larson Date
Director of Finance & Management Services

By 

Robert P. Pira Date
Superintendent of Parks & Recreation

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

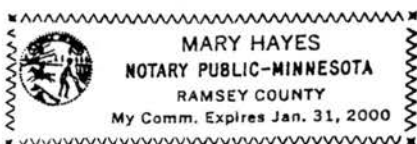
The foregoing was acknowledged before me on this 25th day of July, 1995, by John T. Finley, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.



Patricia J. Kivela
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 6th day of July, 1995, by Pamela Wheelock, Martha G. Larson, and Robert P. Pyram, Deputy Mayor, Director of Finance and Management Services, and Superintendent of Parks & Recreation, respectively, of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



Mary Hayes
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: ENE025

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:

Leborah
Assistant Ramsey County Attorney

Date: _____

CITY OF ST. PAUL

By: James H. Hild
Mayor, City of St. Paul

By: Michael
Finance Director

Date: 7/01/93

APPROVED AS TO FORM:

David M. Harkness
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

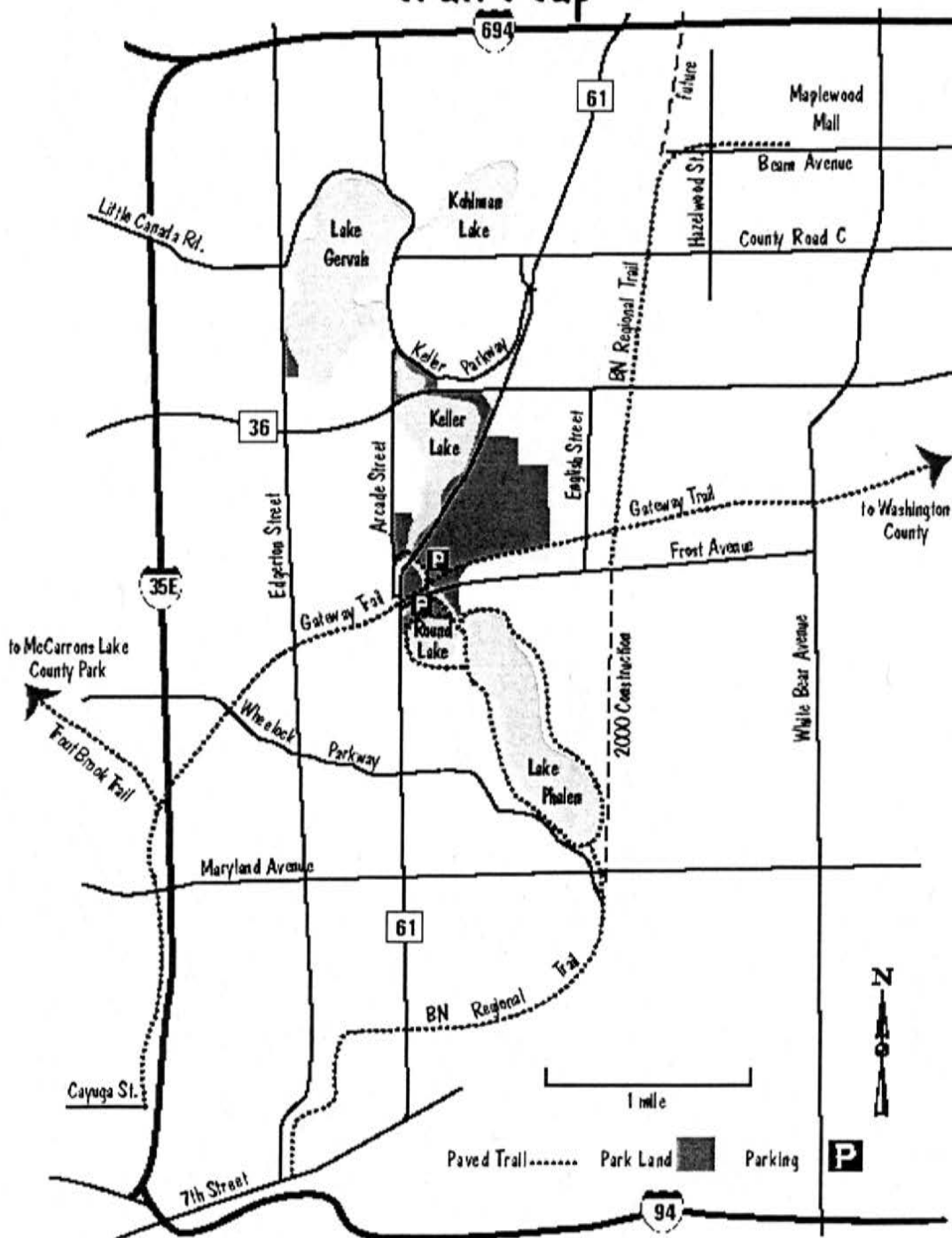
Date: 8/24/93

APPROVED AS TO FORM:

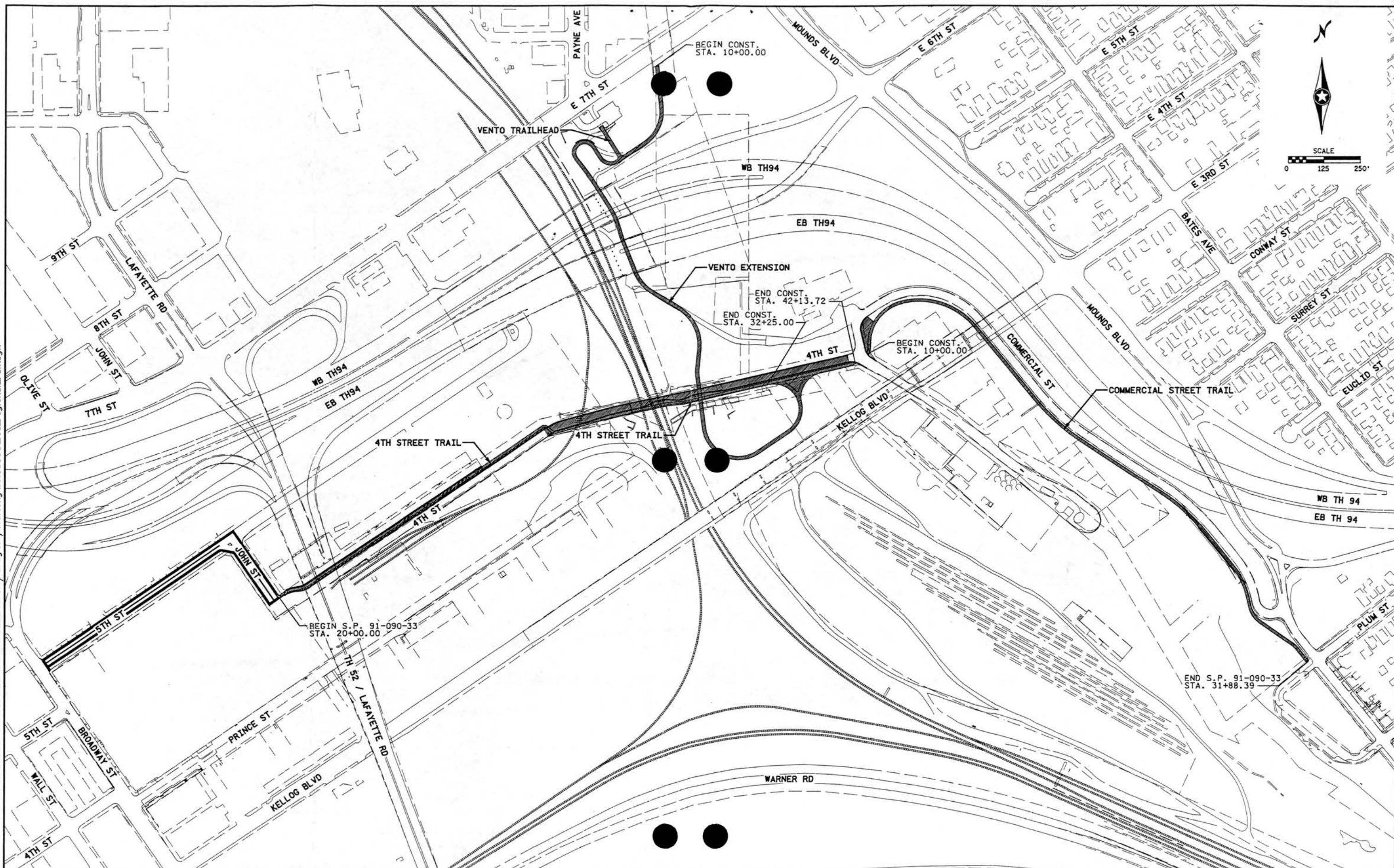
David M. Harkness
Assistant Ramsey County Attorney

Ramsey County Regional Railroad Authority

Keller Lake/Lake Phalen Area Trail Map

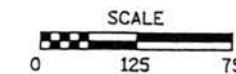
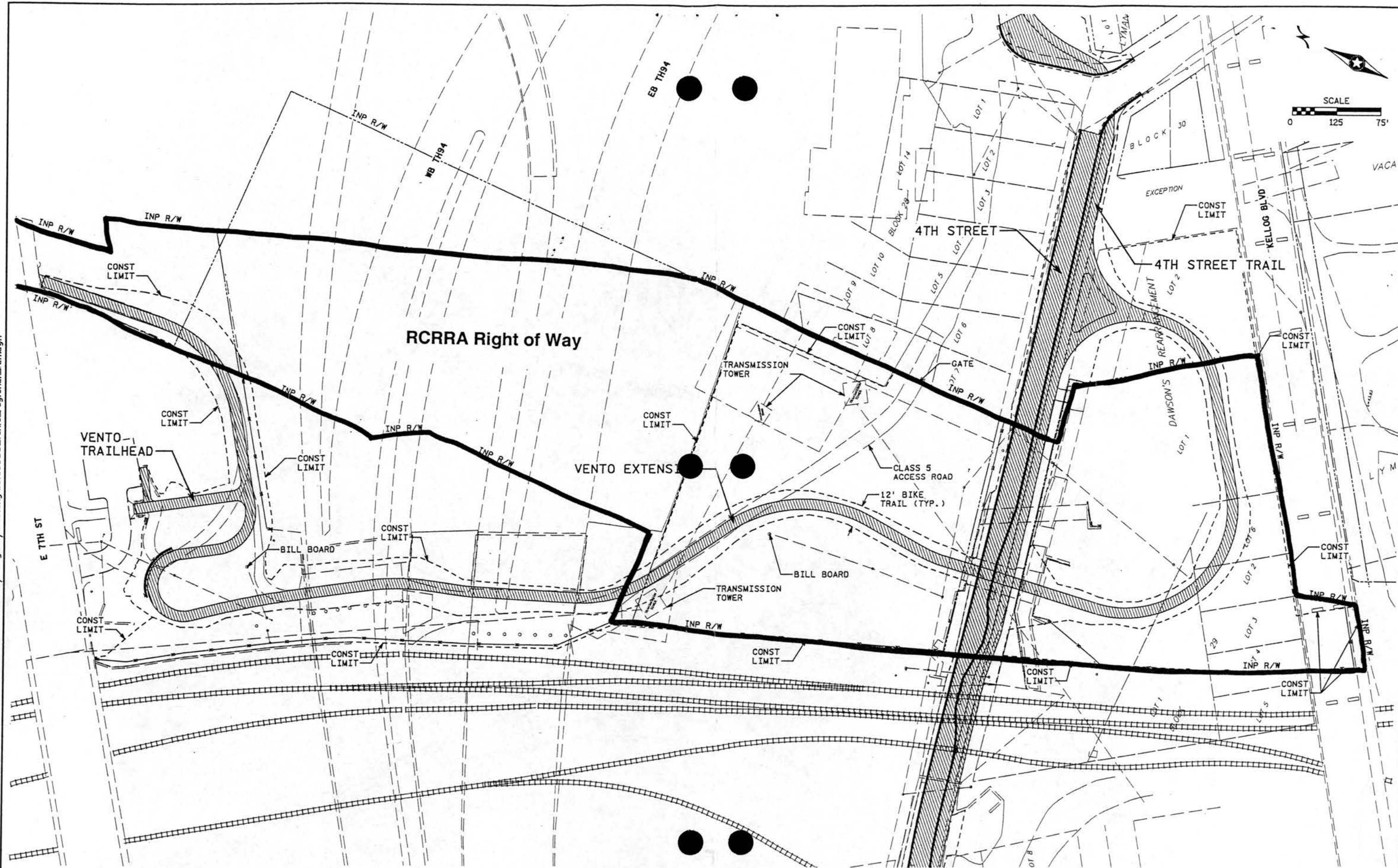


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DRAWN BY:	CERTIFIED BY _____ LIC. NO. _____ DATE: _____	TKDA ENGINEERS • ARCHITECTS • PLANNERS	Lower Phalen Creek Pedestrian/Bike Trail St. Paul, Minnesota	GENERAL LAYOUT	S.P. 91-090-33 Sheet No. of XX Sheets
CHECKED BY:	LICENSED PROFESSIONAL ENGINEER				

DATE: 2/28/2005 TIME: 1:48:22 PM
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DRAWN BY:	CERTIFIED BY _____ LIC. NO. _____ DATE: _____	TKDA ENGINEERS • ARCHITECTS • PLANNERS	Lower Phalen Creek Pedestrian/Bike Trail St. Paul, Minnesota	GENERAL LAYOUT VENTO SEGMENT	S.P. 91-090-33
CHECKED BY:	LICENSED PROFESSIONAL ENGINEER				Sheet No. _____ of XX Sheets

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Approve Phalen Boulevard Contaminated Soil Management and approve Amendment One to Easement 049 with the City of St. Paul for indemnification language.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere, dated 3/1/05
3. Phalen Boulevard Phase III map
4. Amendment One to Easement 049
5. Copy of Easement 049 and exhibits

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenny
Signature

March 15, 2005
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;

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

WHEREAS, The Ramsey County Regional Railroad Authority has approved Easement 049 with the City of St. Paul for a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles; and

WHEREAS, The City of St. Paul has proposed to remediate contaminated soil from within RCRRA right of way under Phalen Boulevard and has proposed to indemnify RCRRA for all of the soils placed, as part of the Phalen Boulevard construction, within the area that will be formally defined and recorded as the Phalen Boulevard roadway easement area; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve Phalen Boulevard contaminated soil management from Payne Avenue to Johnson Parkway as proposed by the City of St. Paul; Now, Be It Further

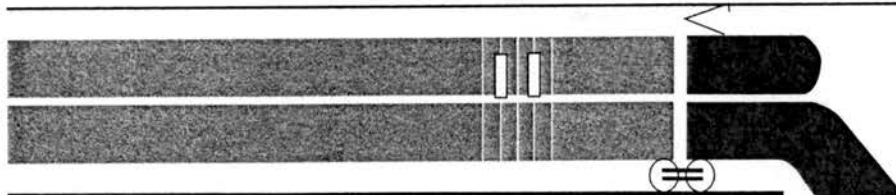
RESOLVED, That the Ramsey County Regional Railroad Authority approve Amendment One to Easement 049 with the City of St. Paul for indemnification language contingent upon approval by the St. Paul City Council and Mayor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Tony Bennett, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Approve Phalen Boulevard Contaminated Soil Management and
Approve Amendment One to Easement 049 with City of St. Paul for
Indemnification Language

Date: March 1, 2005

Background

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 granted the City of St. Paul a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles (see map in **Attachment 1**).

Right of Way Outside of Phalen Roadway

One condition of the easement between RCRRA and the City was that the RCRRA have at least a 39-foot wide section of right of way preserved for future transit use throughout the length of the easement. In order to preserve a 39-foot wide section of right of way for future transit use, the City has to acquire property in several locations along the northern edge and outside of the current RCRRA right of way.

Contaminated Soil

The City hired a consulting firm to conduct testing of the soil in this right of way that will be disturbed during construction of Phalen Boulevard, which includes the roadway, some areas of the 39-foot RCRRA corridor, and other areas the City will disturb. Several types of contaminants were found throughout the right of way (primarily railroad related contaminants).

At the January 25, 2005, meeting, the City of St. Paul presented information regarding the proposal for soil remediation and the timeline for necessary approvals, and the RCRRA discussed this matter. The City had proposed to manage contaminated soils from the Budget Towing site and place them beneath Phalen Blvd. The City indicated they would accept total liability for this Budget Towing soil and would indemnify the RCRRA for any and all expenses incurred in the future for remediation of the contamination on its right of way. The City also proposed to manage low-level contamination found within RCRRA's right of way by burying it under the Phalen Blvd roadway project.

During this meeting, RCRRA expressed concerns with taking soil from outside their right of way, including the Budget Towing site, and remediating it within RCRRA right of way. RCRRA also indicated they want indemnification from the City for the entire RCRRA owned corridor upon which Phalen Blvd will be constructed.

In response to this, Ramsey County Attorney's Office prepared proposed indemnification language. A memo summarizing this meeting and this language were provided to the City. In response to this meeting and the memo, the City replied with a letter. This letter states that the City has withdrawn its request to remediate contaminated soil from the Budget Towing site in Phalen Blvd right of way. Further, the City will not agree to indemnify RCRRA for contaminated soils in the entire RCRRA corridor. They will, however, indemnify RCRRA for all of the soils placed, as part of the Phalen Blvd construction, within the area that will be formally defined and recorded as the Phalen Blvd roadway easement area.

This information was presented at the February 8, 2005, RCRRA meeting, at which time the RCRRA voted to table this issue until the indemnification language is resolved between Ramsey County Attorney's Office and St. Paul.

Indemnification Language

The Ramsey County Attorney's Office and the City have been working on indemnification language as requested by RCRRA. Both parties have come to agreement on the language (see **Attachment 2**). This language will be an amendment to the existing easement (see **Attachment 3**).

If RCRRA does not agree to the indemnification language, and insists the City indemnify RCRRA for the entire corridor, the City would remove and dispose of the contaminated soils as part of Phalen Blvd construction at a cost of \$1.1 million, and potentially delaying construction.

The City would like for RCRRA to come to a decision on the remediation of contaminated soil issue within RCRRA right of way as they will need to prepare for the advertisement of bids for the construction of Phalen Blvd on March 19.

Requested Action

- Approve Phalen Boulevard contaminated soil management as proposed by the City of St. Paul from Payne Avenue to Johnson Parkway.
- Approve Amendment One to Easement 049 with the City of St. Paul for indemnification language contingent upon approval by the St. Paul City Council and Mayor.

Attachments

1. Map of Phalen Boulevard
2. Proposed Amendment One to Easement 049
3. Easement 049

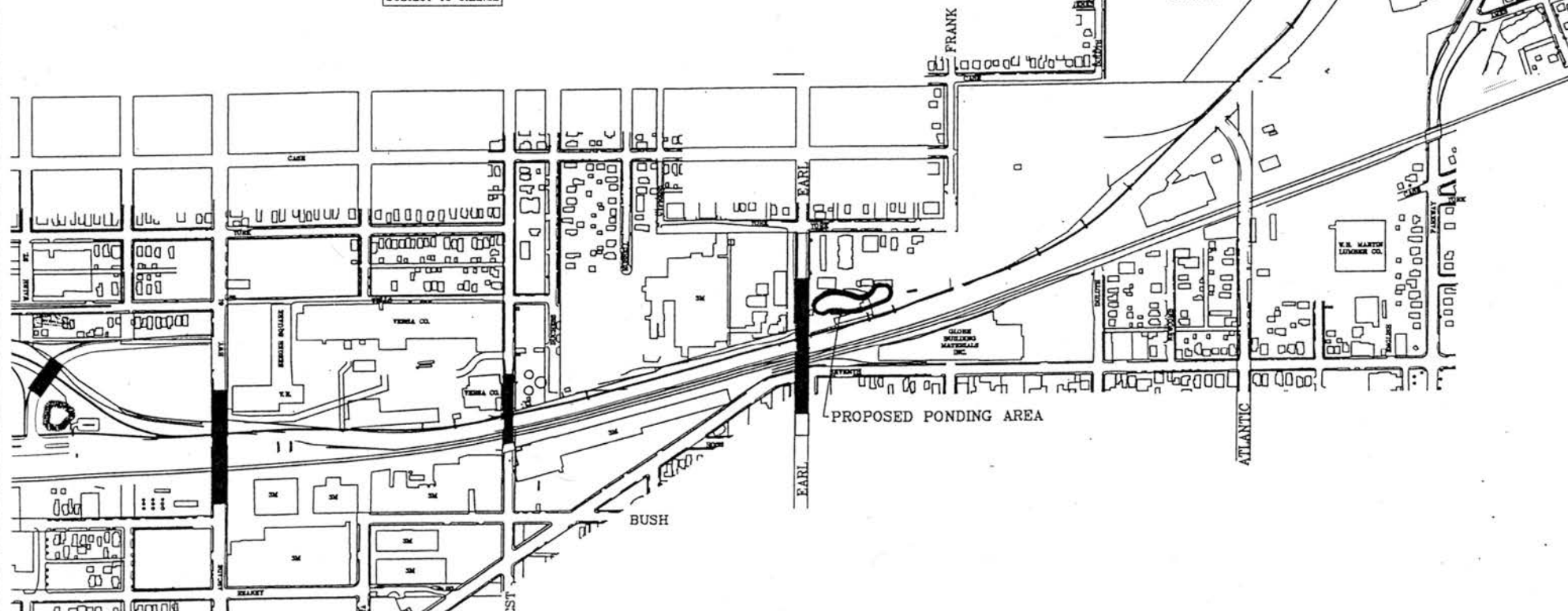
PHALEN BOULEVARD



PRELIMINARY
SUBJECT TO CHANGE



PROPOSED ROADWAY
PROPOSED BIKE/PED. PATH
PROPOSED BRIDGE
EXISTING BRIDGE



E:\Land Projects\3\phalen-boulevard\phalen-boulevard.dwg May 05, 2004 - 7:54am

	DESIGNED	BRM	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA Date: _____ Signature: _____ Lic. No. _____	PREPARED BY	STREET ENGINEERING DIVISION	FOR THE CITY OF ST. PAUL, DEPARTMENT OF PUBLIC WORKS	PROJECT:	04-P-1238	STATE AID PROJECT NUMBER:	164-288-05	
	DRAWN	BRM		PHALEN BOULEVARD - PHASE III	DRAWN:	12	CAD NAME:	PROJECTS/CURRENT/PH3MEETING			
	APPROVED	PAS		DATE:	5/05/04	SHEET NO.	1 OF 1 SHEETS				

First Amendment to Easement

This amendment is to that permanent Easement Agreement (the Easement) between the Ramsey County regional Railroad Authority (RCRRA), a political subdivision of the State of Minnesota, and the City of St. Paul, Minnesota (the City), a home rule charter city and municipal corporation under the laws of the State of Minnesota, dated the ____ day of _____, 2003, and filed of record in the office of the Ramsey County Recorder on _____, _____, as Document Number _____.

WITNESSETH:

WHEREAS, on or about _____, 2003, the RCRRA granted to the City the herein referred permanent Easement for highway purposes over the property described therein, and

WHEREAS, construction of the public highway contemplated by the Easement has revealed the presence of contaminated soils within the Easement area, and

WHEREAS, the City and Minnesota Pollution Control Agency (MPCA) have discussed possible methods of handling the contaminated soils, and

WHEREAS, the City will realize cost savings if it is able to manage the contaminated soils within the Easement and not have to dispose of them outside of the Easement area, and

WHEREAS, the RCRRA is willing to cooperate with the City and agree to management of the contaminated soils within the Easement site, provided the City agrees to defend and indemnify the RCRRA from any claims arising from management or the presence of contaminated soils within the Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration the receipt and sufficiency of which the parties mutually acknowledge, it is agreed to amend the Easement by adding paragraph 16, as follows:

16. Environmental Indemnification.

a. As used in this section, the following terms have the meaning stated herein:

1. "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, costs, fines, damages, fees, and expenses of any kind, including without limitation, attorneys' fees, consultant fees, costs, costs of remedial actions, cleanup costs and expenses which may be related to any claims.

2. "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Minnesota Environmental Response and Liability Act (MERLA) Minn. Stat. Chapter 115B, all as they may be amended or superseded from time to time, and any other federal, state, local or other governmental statute, rule, law or ordinance dealing with the protection of human health safety, natural resources or the environment now existing or hereafter enacted or promulgated.

3. "Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical substance or material listed or identified in or regulated by any Environmental Law.

4. "Easement" means the land defined as the highway easement in Paragraph 5 of the Agreement between the City and RCRRA dated August 18, 2003. The final Easement will be defined by an as-built legal description provided by the City.

b. Subject to the limitations set forth in section (d) below, the City covenants and agrees not to sue the RCRRA, its successors or assigns, or any of its officers, agents, employees, or elected officials or anyone acting on its behalf and agrees to defend, indemnify, and hold the RCRRA harmless from any and all claims, existing or contingent, known or unknown, whether arising at common law, in equity, or environmental law, arising from or related to the presence, release, or threatened release of any Hazardous Substance in, on, or under the Easement, whether such Hazardous Substance is located in, on, or under the Easement, or has been brought on to the Easement by the City. The indemnification provided by this paragraph 16 shall survive the termination of this agreement or any other agreement between the City and RCRRA heretofore or hereinafter entered into relating to the City's use, occupation, or control of the Easement.

c. Nothing in this agreement shall be deemed or construed as a waiver by the City and RCRRA of any of their statutory or common law immunities, defenses, or limitations of liability which may be asserted in defense of any claim.

d. The City shall not be obligated under section (b) above to indemnify, defend and hold harmless RCRRA to the extent such Claims are: (1) covered by worker's compensation insurance, employer's risk insurance or any other insurance policy; (2) caused by the negligent acts or omission or the willful misconduct of the RCRRA; (3) relate to consequential damages.

Except as herein modified, all other terms and conditions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to the Easement on this _____ day of _____, 2005.

RAMSEY COUNTY REGIONAL
RAIL AUTHORITY

By: _____
Rafael Ortega, Chair

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this _____ day of _____, 2005, by Rafael Ortega, the Chair of the Ramsey County Regional Railroad Authority, a political subdivision under the laws of Minnesota, on behalf of the Regional Railroad Authority.

Notary Public

CITY OF ST. PAUL

By: _____
Randy E. Kelly
Its: Mayor

By: _____
Its: Director, Office of Financial Services

By: _____
Its: City Clerk

[illegible]

The foregoing was acknowledged before me this _____ day of _____, 2005, by _____ and _____, the _____ and _____ of _____, a _____ under the laws of _____, on behalf of the _____.

Notary Public

This instrument was drafted by:

Ramsey County Attorney's Office
560 RCGC-West
50 West Kellogg Boulevard
St. Paul, MN 55102

EN 049

EASEMENT

For One Dollar (\$1.00) and other valuable consideration, the Ramsey County Regional Railroad Authority (the RCRRA), a political subdivision of the State of Minnesota, hereby grants to the City of St. Paul (the City), a home rule charter city and a municipal cooperation under the laws of the State of Minnesota, a permanent easement for public highway purposes over the Real Property (the Property) legally described in Exhibit A, which is attached hereto and incorporated herein, on this ____ day of _____, 2003. Said grant of easement is subject to the following terms and conditions:

1. Any public highway constructed on the Property shall be constructed in such dimensions as will accommodate upon the Property the public trail (the Trail) constructed on the Property by the City pursuant to the terms of the certain Joint Powers Agreement between the RCRRA, City and County of Ramsey (County) dated August 24, 1993, a copy of which is attached hereto for reference as Exhibit B, and that certain easement dated July 25, 1995, between the RCRRA and the City, a copy of which is attached hereto for reference as Exhibit C (the Trail Easement). Except as provided in paragraph 15, this highway easement is specifically subordinate to the Trail Easement.

2. The Property is a segment of a former railroad right of way previously owned by the Burlington Northern Railroad (BNRR) and was acquired from the BNRR by the RCRRA for preservation as a corridor for future development of a public rail transit system between downtown St. Paul and the northern and eastern portions of the County. To preserve that purpose the City agrees that any public highway or road it constructs on the Property shall be constructed and aligned so as to preserve a corridor not less than 39 feet wide upon which the RCRRA, its successors or assigns, may construct, maintain and operate a rail transit system or a related busway (the Rail Corridor).

3. The parties acknowledge that at certain locations in the Property there is not enough width to construct a public highway, Rail Corridor, and the Trail. Prior to construction of the highway the City shall, at its sole cost and expense, acquire additional real property sufficient to accommodate the Rail Corridor, the Trail, and the highway at such locations, and convey fee title to such property to the RCRRA.

The City shall acquire a sufficient property in the vicinity of Arcade Street for the construction, operation, and maintenance of a transit station and necessary 39 feet wide track roadbed, the station platform of which is twenty-eight feet wide and five hundred feet long, as shown in the attached Exhibit D.

Any property so acquired by the City must be adjacent to and suitable for use as the Rail Corridor without extraordinary excavation, fill, or grading. The City shall grade the Rail Corridor, including any acquired property, to be reasonably level with the adjacent road so that future use as a transitway can be implemented with ordinary grading and roadbed preparation.

4. The City shall submit its right of way plans for acquisition of additional property, and construction plans for the road and the Trail to the RCRRA for review and approval. The RCRRA's review and approval shall be limited to a determination that the proposed highway alignment and property acquisition will leave sufficient undeveloped land for the Rail Corridor and the Trail. The RCRRA shall use due diligence and return comments to the City within sixty (60) days of each plan submittal. The City may not acquire right of way or construct the road until it receives such approval by the RCRRA.

5.. The preliminary location of the highway easement is shown on Exhibit E. Within one hundred eighty (180) days of the opening of the highway between Arcade Street and Johnson Parkway for public travel the City shall prepare an as-built legal description of the highway easement. This as-built legal description shall be incorporated into this grant of easement upon

approval by the RCRRA, and shall become the portion of the Property to which this easement applies. If the City fails to provide the as built legal description as provided herein, this easement nevertheless shall be restricted to the paved portion of the public highway as built, and this easement shall not apply to any other portion of the Property.

6. At such time as the RCRRA, its successors or assigns, determine to construct a transit system within the Rail Corridor, if in the sole and absolute discretion of the RCRRA, its successors, or assigns, safety devices or barriers are necessary for safe operation of the transit system adjacent to the highway or Trail, the City shall reimburse the RCRRA, its successors or assigns, for the costs it incurs to provide such safety structures, to the extent such safety structures are the financial responsibility of the RCRRA.

7. The City shall be responsible for maintenance and security of the Property, including the Rail Corridor and Trail portions thereof, until such time as a transit system is constructed in the Rail Corridor. At such time, the entity constructing or operating the transit system shall be responsible for maintenance and security of the Rail Corridor, and the City shall be responsible for maintenance and security of the highway and Trail.

8. The City agrees that it will not levy any special assessments or general property taxes against the Property.

9. The City hereby releases the RCRRA from the obligations of paragraph III (c)(2) of the Joint Powers Agreement, to the extent that the reason the RCRRA cannot provide space in the Property for a Trail is a result of the construction of the Highway.

10. The easement granted herein is non-exclusive and is subject to the rights of the BNRR reserved in the deed from the BNRR to the RCRRA dated December 17, 1992, and filed of record with the Ramsey County Recorder as document number 2693267 on December 28, 1992; to that certain mortgage between the State of Minnesota and the RCRRA dated September 9,

1992, and such other licenses, permits and easements granted by the RCRRA and identified in the attached Exhibit F.

11. If at any time the City obtains net revenue from private parties for use of the highway right of way for any purpose, the RCRRA shall be entitled to and the City shall pay to the RCRRA one-half of such net revenues.

12. The City will indemnify, defend, and hold the RCRRA harmless from any loss, liability, claims, suits, costs and expenses, arising out of any claim of injury or damage to person(s) or property arising from the design or construction of any public highway on the Property from any cause whatsoever other than the RCRRA's gross negligence or willful misconduct. Nothing in this paragraph shall be deemed or construed as a waiver by either the City or the RCRRA of any of their statutory or common law immunities, defenses, or limitations of liability.

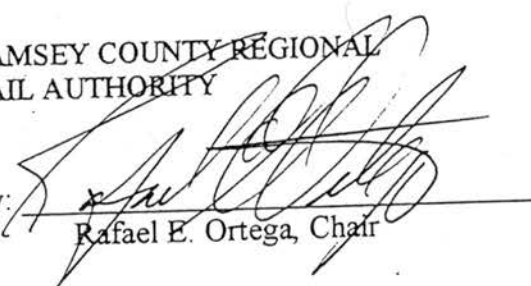
13. The City shall not plant or permit the growth of trees within the Rail Corridor. The Rail Corridor shall be planted with grass, flowers, and/or shrubs that mature to no more than six (6) feet in height. Plantings shall be maintained until devoted to use as a transitway, except the City may place non-permanent benches and trash receptacles within the Rail Corridor. The RCRRA shall approve the planting plan.

14. As part of the highway construction, the City may construct public roads across the Rail Corridor to connect to Phalen Boulevard. If in the sole discretion of the RCRRA, its successors or assigns, safe or efficient operation of a transit system within the Rail Corridor requires construction of an active warning signal system at the grade crossing between the connecting public roads and the Rail Corridor, the City will reimburse the RCRRA its successors or assigns, for any reasonable costs to construct the active warning signal system.

15. In lieu of the obligation of the City to provide sufficient land within the Property to accommodate the Trail, the road, and the Rail Corridor, the City may elect to reroute all or any portion of the Trail so that it is not on the Property. In any area where the City elects to do this, such removal and relocation of the Trail shall be deemed an abandonment of the Trail, or portion thereof, under the provisions of paragraph 4 of the Trail Easement, and the City shall comply with the provisions of said paragraph 4. At such time as the City abandons the Trail it shall only be obligated under this agreement to insure sufficient land within the Property for the road and Rail Corridor, and will not be obligated to provide land for the Trail.

IN WITNESS WHEREOF, the parties hereto have signed this easement on this 18th day of August, 2003.

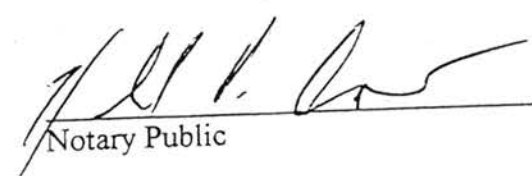
RAMSEY COUNTY REGIONAL
RAIL AUTHORITY

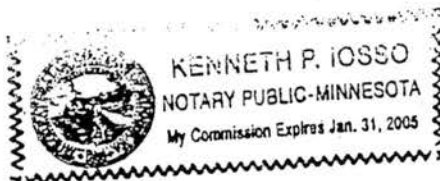
By: 

Rafael E. Ortega, Chair

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this 18th day of August, 2003, by Rafael E. Ortega, the Chair of the Ramsey County Regional Railroad Authority, a political subdivision under the laws of Minnesota, on behalf of the Regional Railroad Authority.


Notary Public



Approved as to Form:

Disa A. Keith
Assistant City Attorney

By: Robert A Sandquist
Its: Director of Public Works

CITY OF ST. PAUL

By: Randy E. Kelly
Its: Mayor

By: Matt Smith
Its: Director, Office of Financial Services
By: Donald J. Luna
Its: City Clerk

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

The foregoing was acknowledged before me this 11th day of August, 2003, by
Dennis J. Flaherty, Matt Smith and
Robert Sandquist, the Deputy Mayor,
Director of Financial Services and Director of Public Works
of City of St. Paul, a home rule charter city
under the laws of State of Minnesota, on behalf of the City of St. Paul.

Shari A. Moore
notary public

This instrument was drafted by:
David F. MacMillan
Ramsey County Attorney's Office
560 RCGC-WEST
50 West Kellogg Boulevard
St. Paul, MN 55102



EXHIBIT A

That part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 29, Range 22, Ramey 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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thence South 38 degrees 46 minutes 32 seconds West, tangent to the last described curve, a distance of 742.80 feet to a point on the south line of said Northeast Quarter of Section 28 distant 917.05 west of the southeast corner of said Northeast Quarter and said line there terminating.

ALSO

That part of the Southeast Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying southeasterly of the following described Line 1 and northwesterly of the following described Line 2.

Line 1

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 710.77 feet; thence South 44 degrees 24 minutes 48 seconds West a distance of 637.73 feet; thence southwesterly a distance of 963.11 feet along a tangential curve, concave to the northwest, having a radius of 1860.08 feet and central angle of 29 degrees 40 minutes 00 seconds; thence South 15 degrees 55 minutes 12 seconds East, not tangent to the last described curve, a distance of 35.00 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 683.67 feet to a point on the west line of said Southeast Quarter distant 1497.89 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

Line 2

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; thence South 44 degrees 24 minutes 48 seconds West a distance of 750.86 feet; thence southwesterly a distance of 563.67 feet along a tangential curve, concave to the northwest, having a radius of 1974.08 feet and central angle of 16 degrees 21 minutes 36 seconds; thence South 68 degrees 57 minutes 48 seconds West, not tangent to the last described curve, a distance of 308.16 feet; thence southwesterly a distance of 530.67 feet along a tangential curve, concave to the northwest, having a radius of 5714.65 feet and a central angle of 5 degrees 19 minutes 14 seconds; thence South 74 degrees 17 minutes 02 seconds West, tangent to the last described curve, a distance of 322.55 feet to a point on the west line of said Southeast Quarter distant 1419.81 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

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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,

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.

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 74th day of August, 1993.

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

CITY OF ST. PAUL

By: John T. Finley
John T. Finley, Chair

By: Mayor
Mayor, City of St. Paul

Date: 5/12/93

APPROVED AS TO FORM:

By: Michael Bel
Finance Director

Date: 7/21/93

Assistant Ramsey County Attorney

APPROVED AS TO FORM:

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:

Assistant Ramsey County Attorney
Ramsey County Regional Railroad Authority

EXHIBIT C

RCRRA No. ENE025

EASEMENT

THIS EASEMENT, made this 25th day of July, 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 City of Saint Paul, a Minnesota municipal corporation, party of the second part (hereinafter referred to as the "City").

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 City, and the County of Ramsey 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 City 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 City 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 City hereby agrees to defend and does hereby indemnify and hold harmless RCRRA 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 City's use of the corridor pursuant to this easement.

The City 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 City's liabilities are limited by the provisions of MN Statute, Chapter 466. There is no waiver of the City of any of the protections set forth therein.

2. The City 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 City shall be responsible for paying any taxes, special assessments, or other charges levied by the City on the property described on Exhibit A during the time that the easement area described herein is being used by the City 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 City, 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 City 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 City shall pay all such penalty and accrued interest.
4. If the City abandons its use of the corridor for trail purposes, this easement and all of the City'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 City 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 City shall provide to RCRRA a suitable Quit Claim deed, properly executed and in recordable form, whereby the City relinquishes to RCRRA all rights granted by this easement; or
 - (b) The City 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 City has abandoned its use of the corridor for trail purposes. In such event, RCRRA shall notify the City of its opinion and state with specificity the acts or failures to act which lead it to believe such abandonment has occurred. The City 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 City. If the City fails to provide such notice within the six month period, abandonment shall be deemed to have occurred on the date RCRRA notified the City of its opinion that the corridor has been abandoned; or
 - (d) Failure by the City to pay its share of any tax, special assessment, fee, or other charge pursuant to paragraph 3 hereof.

Upon abandonment, the City 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 City to leave any or all property or improvements on the corridor, without cost to RCRRA, which property 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: ENE025

City: City of Saint Paul
Division of Parks and Recreation
300 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102

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.

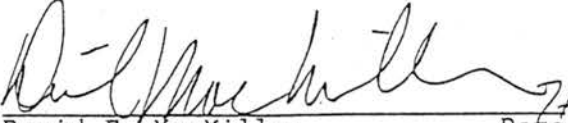
8. This easement is non-exclusive and is granted subject to the outstanding rights of others to occupy the corridor. RCRRA does not warrant its title to the corridor.

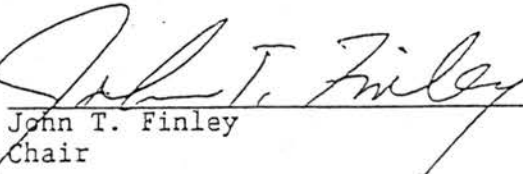
This easement shall run with the land and inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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

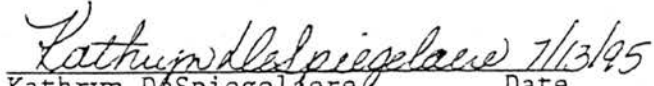
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan Date 7/18/95
Assistant Ramsey County Attorney

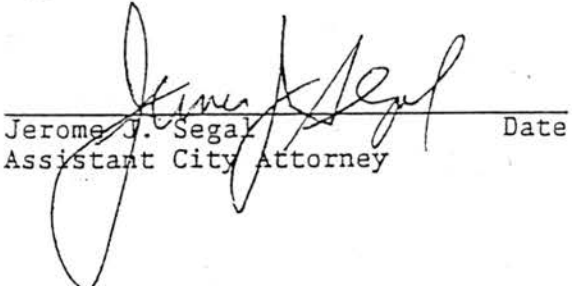
By 
John T. Finley Date
Chair

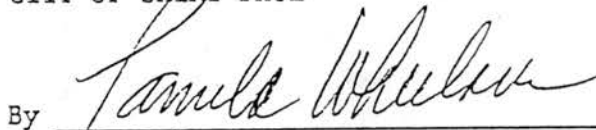
Recommended:


Kathryn DeSpiegel Date 7/13/95
Director of LRT Planning

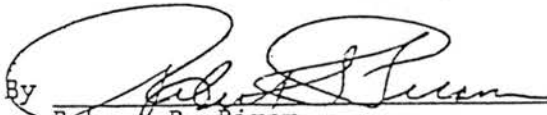
Approved as to form and execution:

CITY OF SAINT PAUL


Jerome J. Segal Date
Assistant City Attorney

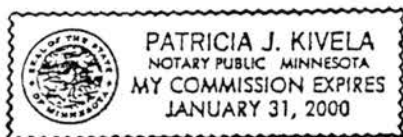
By 
Norm Coleman Date
Mayor

By 
Peter James Martha Larson Date
Director of Finance & Management Services

By 
Robert P. Pira Date
Superintendent of Parks & Recreation

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

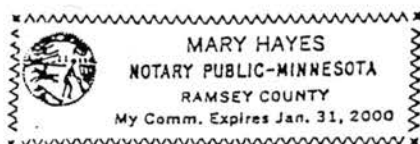
The foregoing was acknowledged before me on this 25th day of July, 1995, by John T. Finley, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.



Patricia J. Kivela
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 6th day of July, 1995, by Pamela Wheelock, Martha G. Larson, and Robert P. Pyram, Deputy Mayor, Director of Finance and Management Services, and Superintendent of Parks & Recreation, respectively, of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



Mary Hayes
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: ENE025

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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 807.35 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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thence South 38 degrees 46 minutes 32 seconds West, tangent to the last described curve, a distance of 742.80 feet to a point on the south line of said Northeast Quarter of Section 23 distant 917.05 west of the southeast corner of said Northeast Quarter and said line there terminating.

ALSO

That part of the Southeast Quarter of Section 28, Township 29, Range 22, Ramsey County, Minnesota, lying southeasterly of the following described Line 1 and northwesterly of the following described Line 2.

Line 1

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 710.77 feet; thence South 44 degrees 24 minutes 48 seconds West a distance of 637.73 feet; thence southwesterly a distance of 963.11 feet along a tangential curve, concave to the northwest, having a radius of 1860.08 feet and central angle of 29 degrees 40 minutes 00 seconds; thence South 15 degrees 55 minutes 12 seconds East, not tangent to the last described curve, a distance of 35.00 feet; thence South 74 degrees 04 minutes 48 seconds West a distance of 683.67 feet to a point on the west line of said Southeast Quarter distant 1497.89 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

Line 2

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; thence South 44 degrees 24 minutes 48 seconds West a distance of 750.86 feet; thence southwesterly a distance of 563.67 feet along a tangential curve, concave to the northwest, having a radius of 1974.08 feet and central angle of 16 degrees 21 minutes 36 seconds; thence South 68 degrees 57 minutes 48 seconds West, not tangent to the last described curve, a distance of 308.16 feet; thence southwesterly a distance of 530.67 feet along a tangential curve, concave to the northwest, having a radius of 5714.65 feet and a central angle of 5 degrees 19 minutes 14 seconds; thence South 74 degrees 17 minutes 02 seconds West, tangent to the last described curve, a distance of 322.55 feet to a point on the west line of said Southeast Quarter distant 1419.81 feet north of the southwest corner of said Southeast Quarter and said line there terminating.

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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 1523.13 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 1423.13 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 690.35 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 23 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 1874.03 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 15 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 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 667.73 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 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.

That part of the Southwest Quarter and the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota, described as follows:

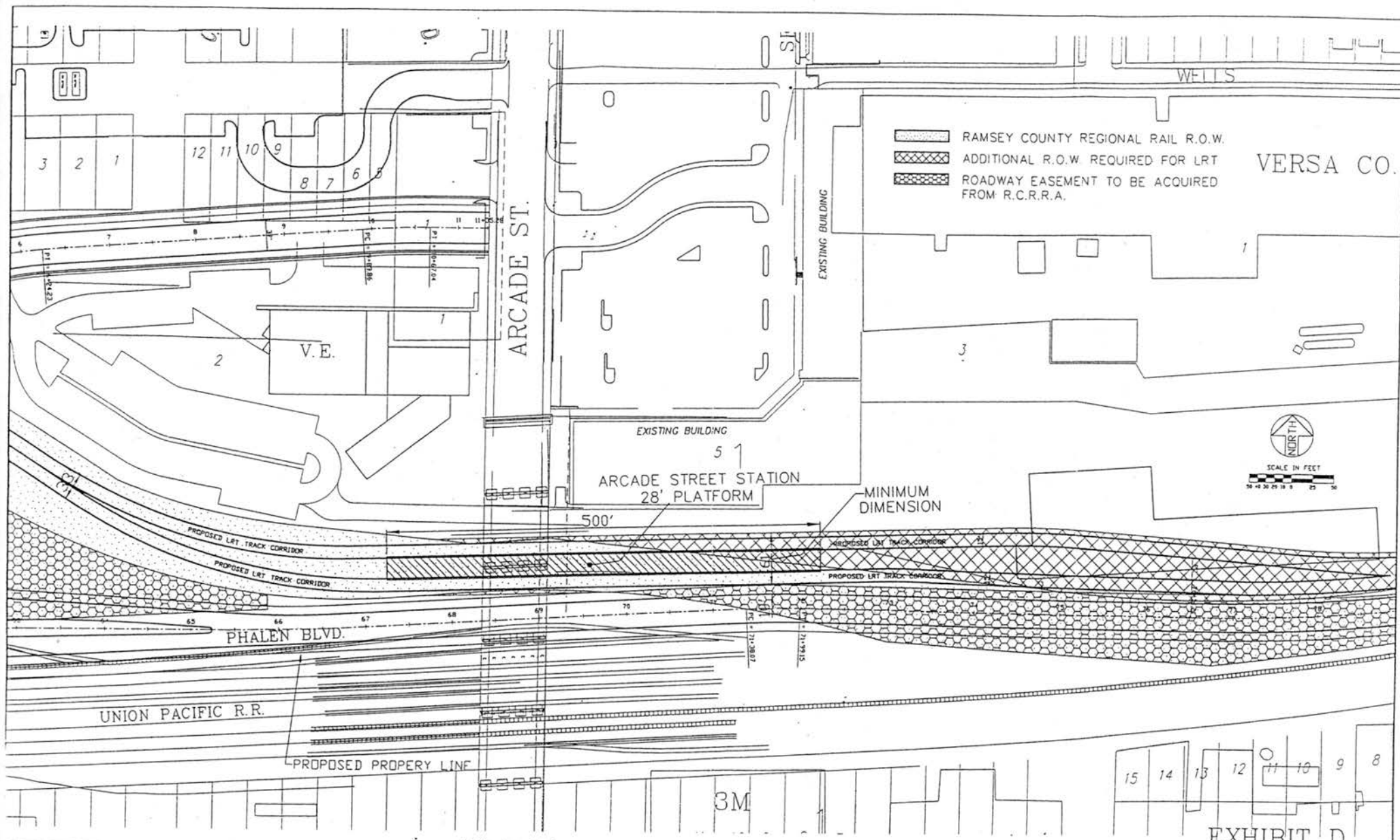
Commencing at the northeast corner of said Southwest Quarter; thence Westerly along the north line of said Southwest Quarter (the north line of said Southwest Quarter is assumed to bear South 89 degrees 25 minutes 56 seconds West) a distance of 173.59 feet to the beginning of the land to be described; 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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Ramsey County Regional Railroad Authority
to
City of St. Paul
Page 11 of 11

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 53 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:

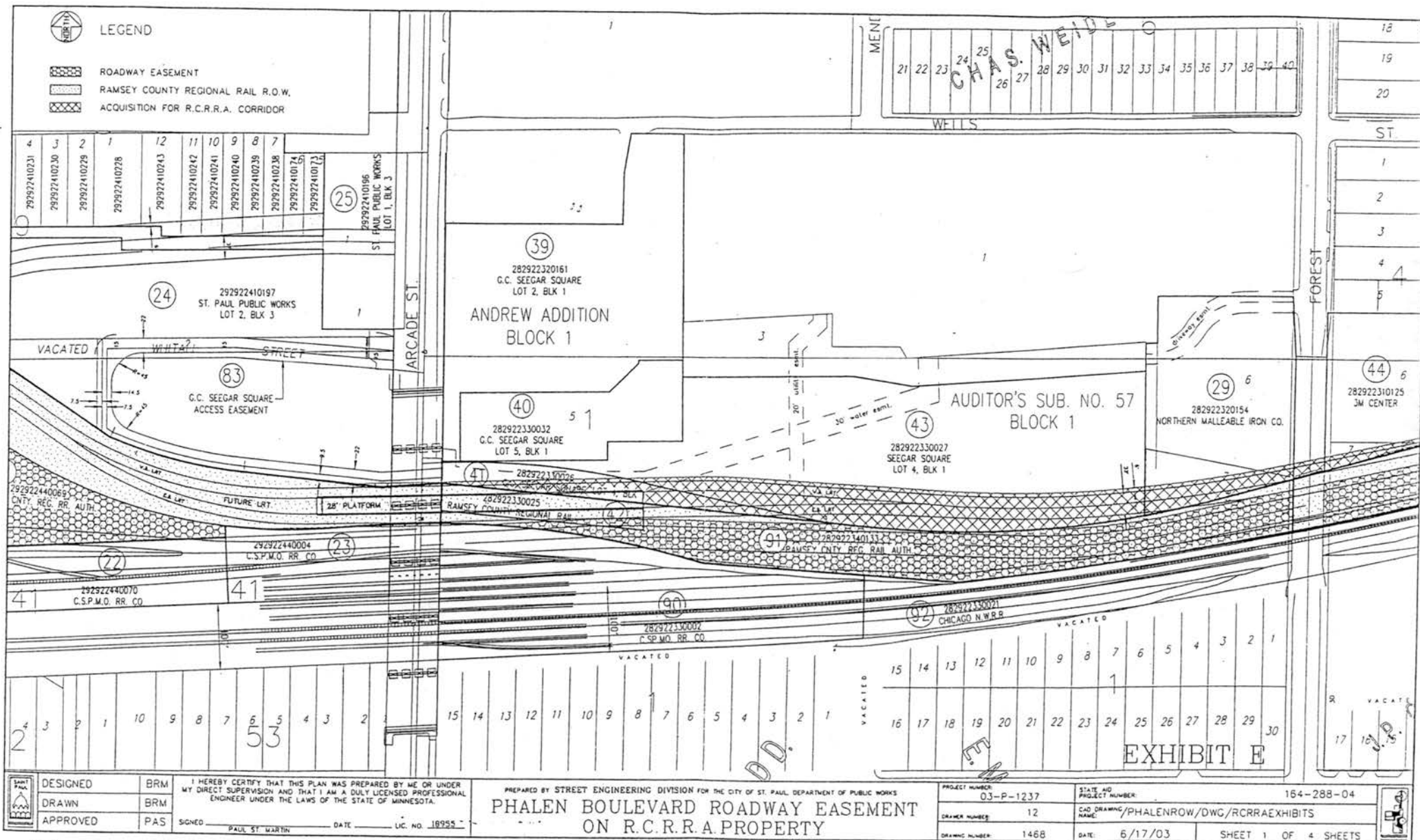
Commencing at the northeast corner of said Southwest Quarter; thence South 89 degrees 25 minutes 56 seconds West along the north line of said Southwest Quarter a distance of 173.59 feet; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 18 degrees 09 minutes 04 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.



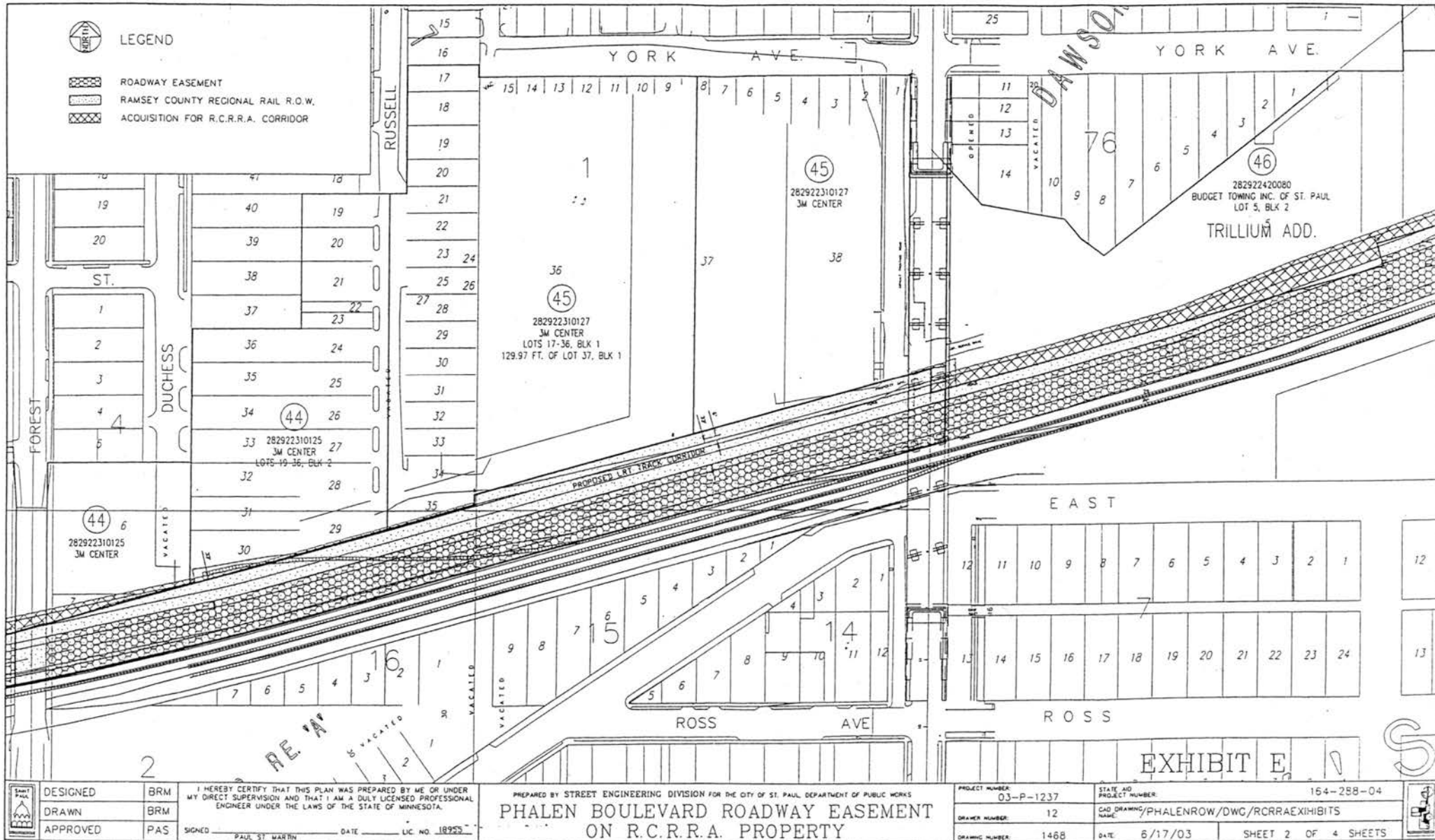
	DESIGNED	BRM	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA Signature: _____ Date: _____ ENGINEER Lic. No. _____	PREPARED BY	STREET ENGINEERING DIVISION FOR THE CITY OF ST. PAUL, DEPARTMENT OF PUBLIC WORKS	PROJECT:	03-P-1237	EXHIBIT D	
	DRAWN	BRM				DRAWER:	12	CAD NAME:	PROJECTS/CURRENT/EXHIBIT D
	APPROVED	PAS				DWG. NO:	1468	DATE:	6/17/03

PHALEN BOULEVARD ACQUISITION
ARCADIE STREET TRANSIT STATION

EXHIBIT D



87

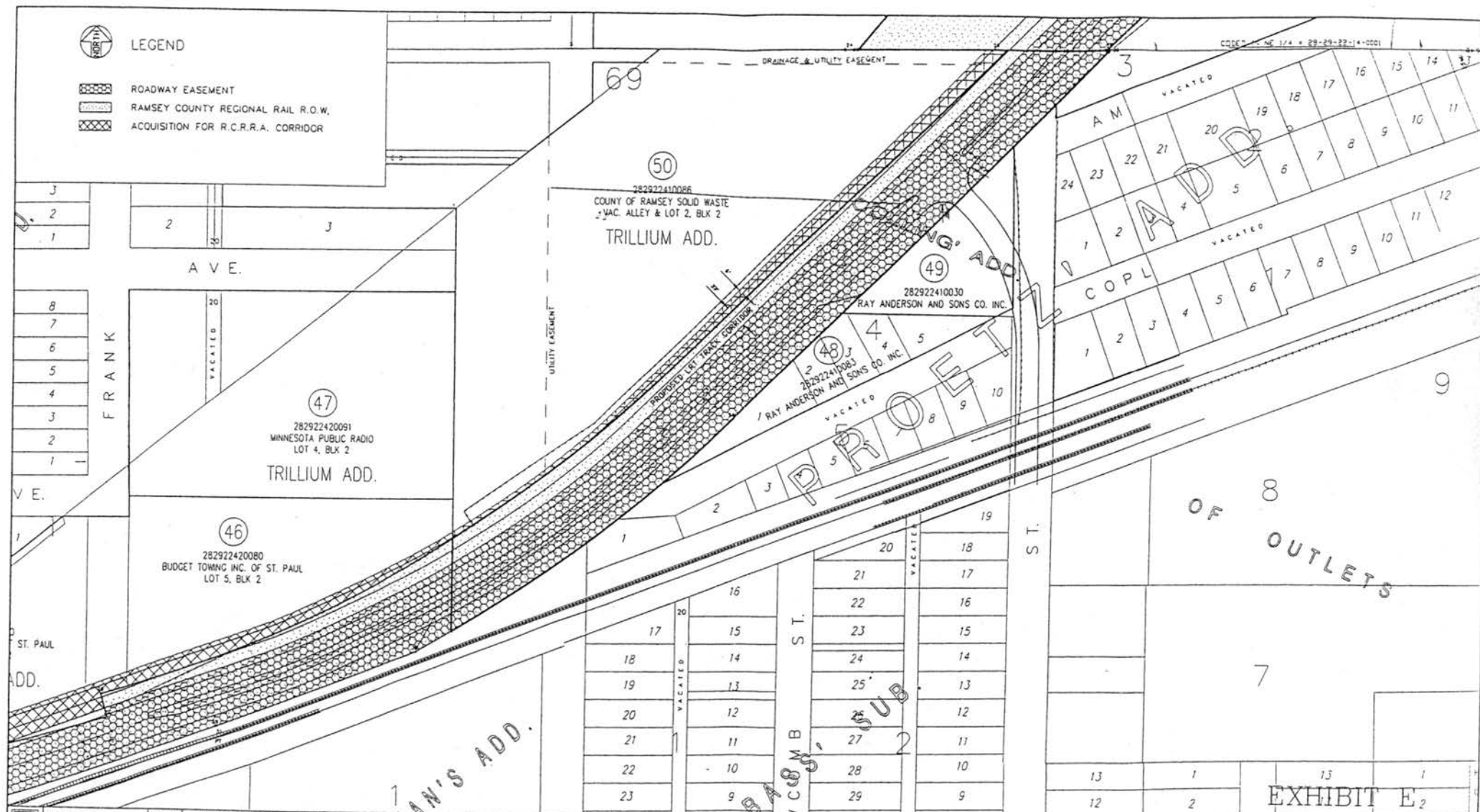


167



LEGEND

- ROADWAY EASEMENT
- RAMSEY COUNTY REGIONAL RAIL R.O.W.
- ACQUISITION FOR R.C.R.R.A. CORRIDOR



DESIGNED	BRM	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN	BRM	
APPROVED	PAS	
SIGNED		PAUL ST. MARTIN
DATE		
LIC. NO.		18955

PREPARED BY STREET ENGINEERING DIVISION FOR THE CITY OF ST. PAUL, DEPARTMENT OF PUBLIC WORKS
**PHALEN BOULEVARD ROADWAY EASEMENT
ON R.C.R.R.A. PROPERTY**

PROJECT NUMBER	03-P-1237	STATE AND PROJECT NUMBER	164-288-04
DRAWER NUMBER	12	CAD DRAWING NAME	/PHALENROW/DWG/RCRRAEXHIBITS
DRAWING NUMBER	1468	DATE	6/18/03
		SHEET	3 OF 4 SHEETS

EXHIBIT E₂



LEGEND

- ROADWAY EASEMENT
- RAMSEY COUNTY REGIONAL RAIL R.O.W.
- ACQUISITION FOR R.C.R.R.A. CORRIDOR

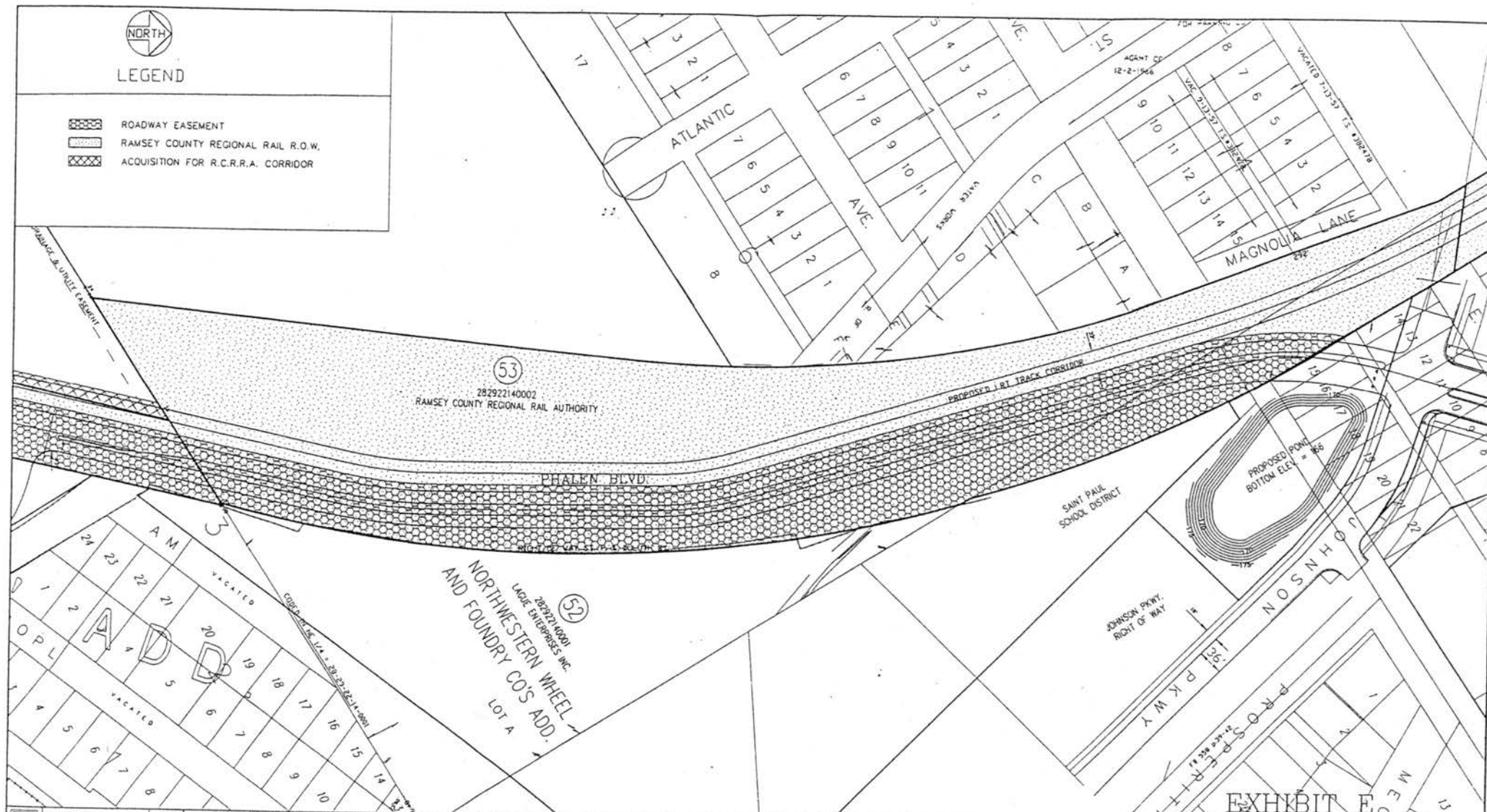


EXHIBIT E



DESIGNED	BRM	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DUTY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN	BRM		
APPROVED	PAS		
SIGNED		DATE	LIC. NO. 18955

PREPARED BY STREET ENGINEERING DIVISION FOR THE CITY OF ST. PAUL, DEPARTMENT OF PUBLIC WORKS
**PHALEN BOULEVARD ROADWAY EASEMENT
ON R.C.R.R.A. PROPERTY**

PROJECT NUMBER	03-P-1237	STATE NO.	PROJECT NUMBER	164-288-04
DRAWER NUMBER	12	CAD DRAWING NAME	/PHALENROW/DWG/PHALENROW	
DRAWING NUMBER	1468	DATE	6/18/03	SHEET 4 OF 4 SHEETS

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EXHIBIT F

Licenses, Permits, and Easements within Proposed Phalen Boulevard

LICENSES

NUMBER	PARTY	DESCRIPTION
LNE 004	Chicago & NW Railway	Right/way, wall & culvert, 8 feet strip from Earl to Forest
LNE 005	NSP	Electric line from Maryland to Atlantic
LNE 007	NSP	Electric line extension of Newcomb Street
LNE 018	Ray Anderson & Sons Co.	Access roadway & parking, south 30 feet of right/way between Duluth and Atlantic
LNE 019	3M	Rail spur track east of Forest
LNE 021	3M	Roadway & fence, north side of right/way west of Earl
LNE 025	Union Pacific Railroad Co.	Operating railroad right/way from Earl to Arcade

EASEMENTS

NUMBER	PARTY	DESCRIPTION
ENE 001	St. Paul	Bridge, retaining wall, slopes, Johnson Parkway crossing
ENE 002	Chicago & NW Railway Co.	Overhead bridge north of Reaney Avenue
ENE 003	3M	Private roadway, 25 foot strip west of Earl Street
ENE 020	MCI	Fiberoptic cable, crossing 8 feet north of Chicago & NW bridge
ENE 021	Board of St. Paul Water Commissioners	Tunnels and water pipes between Duluth and Frank Streets
ENE 025	St. Paul	Bruce Vento Regional Trail
ENE 026	City	Public street crossing, bridge at Earl Street
ENE 030	City	Arcade Bridge
ENE 032	City	Forest Bridge
ENE 040	City	Sewer west of Earl Street

PERMITS

NUMBER	PARTY	DESCRIPTION
PNE 003	3M	Water pipeline, east of Earl Street
PNE 006	3M	Water and sewer lines north of Mendota Street
PNE 008	Continental Cable	Cable on NSP poles east of Forest Street
PNE 015	3M	Sewer pipeline west of Forest Street
PNE 017	3M	Pipelines attached to Forest Street bridge
PNE 018	3M	Sewer pipelines west of Forest Street
PNE 020	NSP	Overhead lines west of Earl Street
PNE 022	City	Water pipe west of Duluth Street
PNE 023	NSP	Electric lines west of Forest Street bridge
PNE 025	NSP	Gas line south of Johnson Parkway
PNE 027	City	Sewer centerline of Cypress Street extended
PNE 028	City	Sewer 9 feet east of centerline of Mendota Street
PNE 030	City	Sewer 15 feet west of east line of Duchess Street
PNE 031	Stroh Brewery	Water drain pipe north of Chicago & NW bridge
PNE 033	US Telecom, Inc.	Fiberoptics cable west of Earl Street
PNE 045	MCI	Fiberoptics cable markers between Forest and Earl
PNE 058	US West	Underground communication cable east of Forest
PNE 069	Sprint	Fiberoptic cable west and east of Earl
PNE 070	MCI	Fiberoptic cable Bus Avenue to Earl
PNE 071	Brooks Fiber Prop	Fiberoptic cable near Earl Street
PNE 077	Media One	Coaxial cable at Maryland

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

See attached information. Steve Morris will provide an update at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhenny
Signature

March 15, 2005
Date

Central Corridor Update March 17, 2005

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

A letter from FTA Administrator Jenna Dorn is attached. It requests comments on the FTA Cost Effectiveness Criteria. The letter will be discussed at the meeting along with a potential response from the Rail Authority.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	FTA approved changes as submitted but requested some additional narrative. FTA is requesting preliminary New Starts information prior to AA/DEIS publication. FTA provided verbal approval of the model on March 4. The model is now being calibrated for the Central Corridor so the required travel time information can be developed.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. University issues identified. Cost implications are being developed. Utility locations have been identified.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract signed. Draft report received. Discussions are underway with state approval authorities.
Public Hearings Held by Coordinating Committee	CCCC meetings underway. Next meeting is scheduled for March 17.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Much of the New Starts Criteria information has been assembled. Many of the components depend upon

the modeling.



U.S. Department
of Transportation
Federal Transit
Administration

Administrator

400 Seventh St., S.W.
Washington, D.C. 20590

MAR 9 2005

Dear Colleague:

I am writing to advise you of a change the Federal Transit Administration (FTA) plans to make to the New Starts rating and evaluation process this year, and to seek your input and advice regarding several other potential changes.

As you know, over the last several years FTA has worked closely with project sponsors to implement a rigorous risk management program to improve proposed New Starts projects and to ensure they can deliver on cost, schedule and ridership promises. For some time now, we have heard from project sponsors, transit stakeholders, and oversight agencies like the Inspector General (IG) and Government Accountability Office (GAO) that modifications should be made to some of the technical aspects of the project rating system.

In response to concerns raised by Congress and the IG, as well as GAO's views regarding changes to FTA policies, please be advised that, as a general practice, the Administration will target its funding recommendations in FY 2006 and beyond to those proposed New Starts projects able to achieve a "medium" or higher rating for cost-effectiveness. We are committed to working with every project sponsor to help you achieve this cost-effectiveness goal by identifying cost reductions, project modifications, value engineering opportunities, and other ways to improve the cost-effectiveness of your proposed project. Our objective is to help you effectively and efficiently address the transportation issues in your community.

Additionally, I want to share with you the following potential changes that are under consideration:

1. Adjusting the cost-effectiveness rating thresholds to reflect the impact of inflation, potentially on a regional basis.
2. Permitting the use of a 2030 planning horizon, as State and Metropolitan Planning Organizations revise the time horizons of their long-range transportation plans.
3. Adjusting annualized capital costs to reflect standard cost categories and revised useful life assumptions, consistent with recently updated useful life estimates
4. Permitting the use of modal constants in the travel forecasting models of communities proposing new modes of transit in order to reflect demonstrated consumer preferences.
5. Excluding "soft costs" (such as administrative expenses, costs related to the required Before and After Study, and, potentially, start-up and testing costs) from the calculation of cost-effectiveness, to better focus this measure on the infrastructure investment costs of each project.

Please submit any written comments you may have on these five potential changes no later than **April 1, 2005**, by addressing your comments to DOT DMS Docket Number FTA-2005-20585, using any of the following methods:

- Web Site: <http://dms.dot.gov>. Follow the instructions for submitting comments on the DOT electronic website.
- Fax: 202-493-2251
- Mail: Docket Management Facility, U.S. Department of Transportation, 400 Seventh Street, S.W., Room PL-401, Washington, D.C. 20590-0001
- Hand Delivery: Room PL-401 on the plaza level of the Nassif Building, 400 Seventh Street, S.W., Washington, D.C., between 9 a.m. and 5 p.m. Monday through Friday, except Federal holidays.

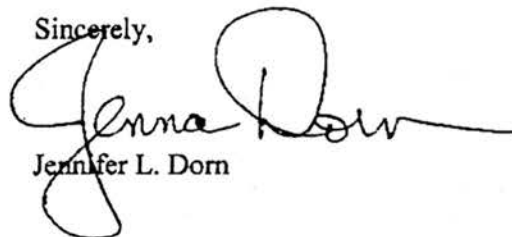
Whichever method you choose for submitting comments, please be sure to address them to DOT DMS Number FTA-2005-20585.

For access to the docket to read background documents or comments received, go to <http://dms.dot.gov> at any time, or to Room PL-401 on the plaza level of the Nassif Building, 400 Seventh Street, S.W., Washington, D.C., between 9 a.m. and 5 p.m. Monday through Friday, except Federal holidays. You can access the docket for this Dear Colleague letter by inserting the five-digit docket number into the DMS "quick search" function.

Finally, although we are not yet ready to move forward, you should also be aware that we are examining ways that we can more accurately capture the congestion relief benefits of New Starts projects, as well as the effects of the project on land use and economic growth. We may contact you to request your assistance in testing some options for these measures in the coming months.

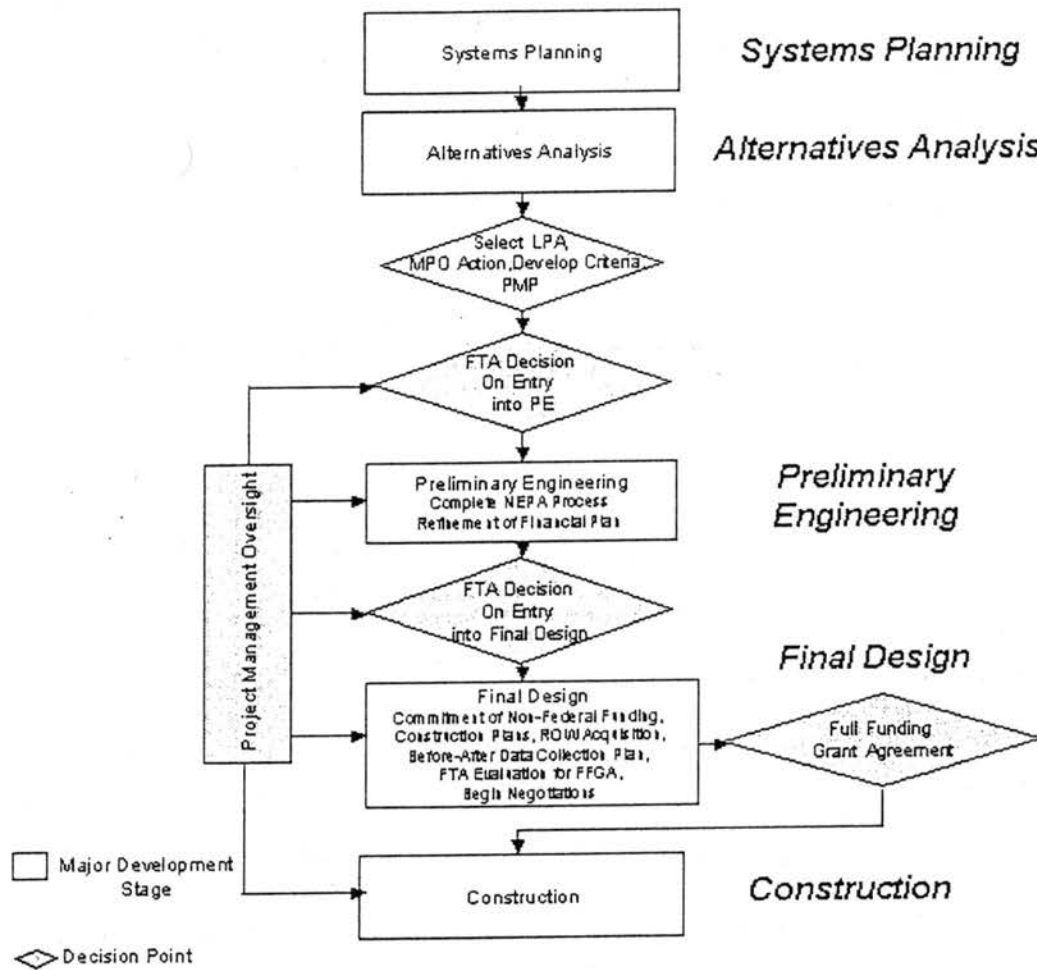
We appreciate your continued support of our efforts to make the New Starts program a model for local, State, Federal and private sector partnerships in America. I believe that, together, we have made great progress over the last three years, and I look forward to working with all of you to continue to demonstrate transit's valuable contribution to the mobility and economic vitality of our communities.

Sincerely,



Jennifer L. Dorn

TEA-21 New Starts Planning and Project Development Process



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

9

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

March 15, 2005

Date

Board Action Requested

Legislative update

ACTION MAY BE TAKEN

Request Justification

A legislative update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

March 22, 2005

Board Date

Kristine A. Longhewy
Signature

March 15, 2005

Date