

EASEMENT AGREEMENT

This Easement Agreement (“Agreement” or “Easement Agreement”) is entered into between the Ramsey County Regional Railroad Authority (“RCRRA” or “Grantor”), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation (“City” or “Grantee”), as of the ____ day of _____, 2023.

RECITALS

- A. RCRRA is the fee owner of those certain parcels of land located in the City of Saint Paul, County of Ramsey, State of Minnesota, together with adjacent real property of RCRRA that is improved as a multi-modal transit and transportation facility commonly known as Union Depot, which includes a building and other improvements providing facilities for transportation services and parking (collectively “Union Depot”). Union Depot is located on the RCRRA Property (as hereinafter defined).
- B. That part of the RCRRA Property on which the Permanent Easement and Temporary Easement (as defined in Article 1 of this Agreement) will be located, is currently improved with a bituminous surface parking lot, along with fencing, pylon sign, directional signage, payment machines, control arms, bicycle parking, bollards and lighted bollards, lighting, security cameras, utility control box, irrigation system, landscaping, emergency call boxes, and other improvements. The surface parking areas are revenue-generating public parking facilities for contract and event parking.
- C. The City owns and maintains bridges and abutments for Minnesota Bridge Numbers 62080 and 62080A, together commonly known as the Kellogg/3rd Street Bridge (the “Bridge”), along with the property on which they are situated, and the street and street right-of-way, commonly known as Kellogg Boulevard East. Kellogg Boulevard East is adjacent to a part of the RCRRA Property, both of which are generally depicted on **Exhibit B**.
- D. The City also holds a permanent bridge and highway easement over part of the RCRRA Property, which was acquired by the City from RCRRA’s predecessor in interest (the “Existing Easement”). The Existing Easement is adjacent to the Permanent Easement and Temporary Easement (as such terms are hereinafter defined). The Existing Easement is shown on the Project Specifications & Site Plan that is attached hereto as **Exhibit E**(the “Project Specifications & Site Plan”). The Existing Easement is on record in the Office of the Ramsey County Recorder as Document No. 2080644, dated June 3, 1980.
- E. RCRRA has installed various improvements within the Existing Easement, including an irrigation system, sidewalk, trees and lighted bollards.
- F. The City is undertaking City Project No. _____, which includes removing and replacing the Bridge, and other related activities (the “Project”).

- G. In connection with the Project, RCRRA and City desire and intend that RCRRA, as Grantor, grant to the City, as Grantee, a permanent easement on, over, under, and across a portion of the RCRRA Property to enable City to construct the Project and to have, maintain, repair, and replace the Bridge.
- H. RCRRA and the City also desire and intend that RCRRA grant to the City a temporary easement over and across a portion of the RCRRA Property for staging, storage, and access purposes for the work to complete the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and covenants below, and other good and valuable consideration, RCRRA and City agree as follows:

ARTICLE 1 DEFINITIONS

The following terms when used in this Agreement will, except where the context otherwise requires, have the following meanings:

“Commencement Date” means the date on which the City begins construction activity on the RCRRA Property within the Permanent Easement Area and the Temporary Easement Area.

“Construction Period” means the approximately forty-two month period beginning on the Commencement Date and ending on the date of Substantial Completion. The Construction Period may be extended as required for the Project, subject to the terms and conditions of this Agreement.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local, state, or federal governmental authority. The term “hazardous substances” includes but is not limited to any material substance which is (i) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1312); (ii) defined as “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. §6903); or (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601(14)). As used in this context, the term, “environmental requirements” means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may be in force after the effective date of this Agreement relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public.

“Inspection Date” means the date on which with City inspected the RCRRA Property prior to the Commencement Date and found the condition of the Permanent Easement Area and the Temporary Easement Area suitable for the City’s purposes.

“Permanent Easement Area” means that part of the RCRRA Property where the City will construct the Project, as legally described and generally depicted on **Exhibit C**.

“RCRRA Property” means those certain parcels of land located in the City of Saint Paul, County of Ramsey, State of Minnesota, as legally described on **Exhibit A**.

“Substantial Completion” means the date on which the Project is deemed sufficiently complete where the City may use it for its intended purpose and the City accepts the Project from its contractor subject to a punch list of work items to be completed by its contractor.

“Temporary Easement Area” means that part of the RCRRA Property that is legally described and generally depicted on **Exhibit D**.

“Termination Date” means the date on which the Temporary Easement ends.

“Union Depot Driveways” means the two driveways that provide access to the east portion and the west portion of the RCRRA Property from Kellogg Boulevard. Both Union Depot Driveways are located within the Temporary Easement Area, and the west Union Depot Driveway is located within the Permanent Easement Area.

ARTICLE 2 GRANT OF EASEMENTS

RCRRA, as Grantor, hereby grants to the City, as Grantee, and City accepts, easements as follows:

Section 2.1 Permanent Easement. Grantor grants to Grantee, and Grantee accepts, a permanent non-exclusive easement to use the Permanent Easement Area for and only for the purpose of the Project, along with the right of ongoing access to the Permanent Easement Area to maintain, repair, and replace the completed Project located within the Easement Area, all subject to the terms, conditions and requirements stated in this Agreement, including the Exhibits.

Section 2.2 Temporary Easement. Grantor grants to Grantee, and Grantee accepts, a temporary easement to use the Temporary Easement Area for the purpose of staging, storage and access in connection with the construction of the Project, all subject to the terms, conditions and requirements stated in this Agreement.

Section 2.3 Non-Exclusive. This Grant of Easements is non-exclusive, and grants to Grantee no right, title, or interest in the Permanent Easement Area, Temporary Easement Area, or any of the RCRRA Property except as set forth in this Agreement.

ARTICLE 3 GRANTEE USE AND OBLIGATIONS

Section 3.1 Use of Permanent Easement During Construction. During the Construction Period, in the Permanent Easement Area, Grantee may use the Permanent Easement Area as necessary for the Project, in conjunction with the Temporary Easement, subject to the obligations enumerated in this Section. Grantee will:

- A. Confine its use to the Permanent Easement Area only;
- B. Remove existing sidewalks, and construct a wider sidewalk as depicted on **Exhibit E**;
- C. Remove and restore plants, trees, and grass, with a one-year growing guarantee;
- D. Remove and re-install street lighting and traffic control signs;
- E. Remove the irrigation system, including that part located in the Existing Easement, with appropriate capping and sealing of the system so as to stop water flow;
- F. Maintain construction zone safety, including measures for pedestrian safety and movement;
- G. Secure the construction zone, including installing fencing around the perimeter of the site;
- H. Remove and properly dispose of excess soil, concrete, asphalt and other materials;
- I. Maintain the construction zone free from excess debris and materials, and maintain all work areas in a clean and orderly condition so as to prevent introduction of debris into the storm sewer system or the drainage swales and/or islands, including installation of run-off controls and other protective measures; and
- J. Perform snow removal from the Permanent Easement Area at Grantee's sole cost and expense, including, if necessary, hauling snow off-site or providing snow melting equipment. Grantee storage of snow on any part of the RCRRRA Property outside of the Permanent Easement Area or the Temporary Easement Area is prohibited.

Section 3.2 Use of Permanent Easement in Perpetuity. Upon Substantial Completion, Grantee's use of the Permanent Easement will be for a sidewalk, along with trees, street lighting, and traffic control signs, and for no other purpose. Upon Substantial Completion, Grantee will, except for mowing and snow removal, maintain, repair, and reconstruct the sidewalk, trees, street lighting, and traffic control signs.

Section 3.3 Use of Temporary Easement. During the Construction Period, Grantee may use the Temporary Easement Area for staging, storage, and access purposes for the work necessary to complete the Project, and for no other purpose, subject to the obligations enumerated in this Section. Grantee will:

- A. Confine its use to the Temporary Easement Area only;
- B. Maintain the Temporary Easement Area in such a manner that does not interfere with emergency access to the RCRRRA track area at Gate 10, as depicted on **Exhibit E**;
- C. Remove existing sidewalks, and construct a wider sidewalk as depicted on **Exhibit E**;
- D. Remove and restore plants, trees, and grass, with a one-year growing guarantee;
- E. Remove the irrigation system, including that part located in the Existing Easement, with appropriate capping and sealing of the system so as to stop water flow;
- F. Maintain construction zone safety, including measures for pedestrian safety and movement;

- G. Secure the construction zone, including installing fencing around the perimeter of the site;
- H. Maintain the construction zone free from excess debris and materials, and maintain all work areas in a clean and orderly condition so as to prevent introduction of debris into the storm sewer system or the drainage swales and/or islands, including installation of run-off controls and other protective measures; and
- I. Perform snow removal from the Temporary Easement Area at Grantee's sole cost and expense, including, if necessary, hauling snow off-site or providing snow melting equipment. As noted above, Grantee storage of snow on any part of the RCRRRA Property outside of the Permanent Easement Area or the Temporary Easement Area is prohibited.

Section 3.4 Traffic Control Plan. No fewer than 14 days prior to the Commencement Date, Grantee must submit to Grantor for Grantor's review and discussion a Traffic Control Plan. The Traffic Control Plan will provide for continued use of the Union Depot Driveways for public access purposes, and with the minimum amount possible of disruption, it being understood and agreed that lane closures and restrictions must not materially interfere with that public access use.

Section 3.5 Access During the Construction Period. In addition to other Grantee obligations enumerated in this Article 3, during the Construction Period Grantee will, (subject to reasonable requirements and discretion and coordination with Grantor), at Grantee's sole cost and expense, provide traffic and vehicle control use of the Union Depot Driveways, and will ensure that at least one of the Union Depot Driveways is open at all times.

Section 3.6 Floods and High Water. Grantor acknowledges that the RCRRRA Property is located in a flood plain, and is subject to intermittent flooding. Grantee acknowledges and agrees that

- A. Grantee bears the sole responsibility to ensure the protection and security of any equipment, supplies, materials, or other personal property placed in the Permanent Easement Area or the Temporary Easement Area by Grantee, or any of its officials, employees, contractors, subcontractors, agents, or other representative, and bears the sole risk for the same;
- B. Grantor has no duty to take or install any measures to prevent flooding, including no duty for pumping of flood waters on the RCRRRA Property;
- C. Grantee may, at its own cost and expense, employ temporary pumping equipment to manage flood waters, so long as the waters are not placed or discharged elsewhere on RCRRRA Property, or cause or exacerbate flooding on any other part of the RCRRRA Property; and
- D. In addition to the Indemnification provisions in Section 11.3 of this Agreement, Grantee will hold Grantor harmless for any damage or loss to City personal property as the result of flooding on the RCRRRA Property.

**ARTICLE 4
GRANTOR RIGHTS AND OBLIGATIONS**

Section 4.1 During the Term of this Agreement, and for the duration of the Permanent Easement and the Temporary Easement, Grantor, its employees, and its agents will have the right to enter and use the Permanent Easement Area and the Temporary Easement Area at all reasonable times for the purpose of inspecting, testing, cleaning, repairing, altering, or improving the RCRRA Property, and to determine and evaluate the Permanent Easement Area and the Temporary Easement Area, and the use of either Area by Grantee.

Section 4.2 Nothing in this Article will be interpreted as requiring the Grantor to perform any such acts independent of the requirements of the other provisions of this Agreement. Grantor will have the unrestricted right to use the RCRRA Property in the manner determined by Grantor that does not unreasonably interfere with Grantee's permitted use as provided in this Agreement.

Section 4.3 During the Term of this Agreement, and for the duration of the Permanent Easement and the Temporary Easement, Grantor has following obligations:

- A. Upon Substantial Completion, Grantor will perform snow removal from the sidewalk and mow the boulevard grass within the Permanent Easement Area, as required by Saint Paul City Code.

ARTICLE 5 TERM AND DURATION

Section 5.1 Commencement Date. Notwithstanding the date of execution of this Agreement, Grantee will have no right to enter onto the Permanent Easement Area or the Temporary Easement Area for any purpose until the Commencement Date, unless agreed to in writing by RCRRA. No fewer than 30 days prior to the Commencement Date, Grantee must notify RCRRA in writing of its plans to commence construction and use of the Permanent Easement Area and the Temporary Easement Area. For purposes of this Section 5.1 only, email communication is sufficient to satisfy the requirement of notice in writing.

Section 5.2 Term of Permanent Easement. The term of the Permanent Easement is perpetual, subject to the termination provisions set forth in Article 15 of this Agreement. The term of the Permanent Easement will begin on the Commencement Date, except that construction of the Project by Grantee will not commence until the conditions set forth in Section 5.1 of this Agreement are satisfied.

Section 5.3 Term of Temporary Easement. The Temporary Easement is concurrent with the Construction Period, subject to the termination provisions set forth in Article 15 of this Agreement. The Term of the Temporary Easement may be extended as required for the Project, subject to all terms and conditions of this Agreement and any other additional terms negotiated by the parties.

ARTICLE 6 CONSIDERATION

Section 6.1 In consideration for the rights and interests granted in this Agreement, including interference and inconvenience to RCRRA, to the County, and to the public, plus permanent and temporary loss of parking revenue, and lost trees, landscaping, and irrigation system, Grantee shall, prior to the Commencement Date, pay Grantor the sum of Eight Hundred Thousand and 00/100^{ths} Dollars (\$800,000.00).

Payment for all amounts due under this Agreement will be in U.S. Dollars and in the form of wire transfer, certified check, or other immediately available funds.

Section 6.2 In the event the Construction Period must be extended to reach Substantial Completion, Grantee shall pay to Grantor additional consideration for the Temporary Easement at a rate of \$14,000.00 per month (prorated on a daily basis for each full or partial month of the extension).

ARTICLE 7 INSPECTION AND ACCEPTANCE BY GRANTEE

Section 7.1 As Is Where Is. Grantee has inspected the RCRRA Property on the Inspection Date and finds the Permanent Easement Area or the Temporary Easement Area suitable for its purposes in the condition as of the Inspection Date. Grantee Accepts the Permanent Easement Area or the Temporary Easement Area in the condition as of the Inspection Date. Grantor makes no promises or warranties of any kind whatsoever regarding the title or condition of the Permanent Easement Area or the Temporary Easement Area. Grantor makes no promises or warranties of any kind whatsoever regarding the suitability of the Permanent Easement Area or the Temporary Easement Area for Grantee's purposes. In connection with this Agreement and the Permanent Easement and the Temporary Easement granted by it, Grantor will not be obligated to undertake any improvements or make any repairs to the RCRRA Property, nor will this Agreement be interpreted to cause Grantor to have any obligation to Grantee whatsoever for the care or condition of the RCRRA Property during the term of this Agreement.

ARTICLE 8 ALTERATIONS

Section 8.1 Except as shown or stated in the Project plans and specifications set forth in **Exhibit E**, Grantee may not make any alterations or changes to the Permanent Easement Area or the Temporary Easement Area without the express written consent of Grantor. Any improvement installed in the Permanent Easement Area or the Temporary Easement Area by Grantee will, upon termination of this Agreement and in the sole option of Grantor, become the property of Grantor, except that immediately upon termination of this Agreement, if requested by Grantor, Grantee will remove any such improvement.

Section 8.2 During the Construction Period, Grantee will

- A. Keep Grantor informed regarding material modifications of the Project plans and specifications set forth in **Exhibit E**, and changes to the Project schedule;

- B. Notify Grantor in advance of any needed adjustments to the traffic control plan (as provided in Section 3.4 of this Agreement); and
- C. Consult with Grantor regarding the adjustments. Grantor and Grantee will make the adjustments as reasonably necessary and subject to the requirements of Section 3.4, and otherwise as required in this Agreement.

ARTICLE 9 RESTORATION

Prior to Substantial Completion, Grantee will restore the Temporary Easement Area to its condition immediately prior to the entry of Grantee onto the Temporary Easement Area pursuant to this Agreement. Upon final completion of the Project, Grantee will restore the Permanent Easement Area to its condition immediately prior to the Commencement Date, except as may be modified as shown on **Exhibit E**.

ARTICLE 10 MAINTENANCE

In addition to the obligations set forth in Article 3 of this Agreement, Grantee will not commit or cause any waste, damage, or injury to any of the Permanent Easement Area, or the Temporary Easement Area, or any part of the RCRRA Property, and will at its sole cost and expense repair any damage of any kind to any part of the Permanent Easement Area, or the Temporary Easement Area, or the RCRRA Property caused by, or in connection with, Grantee's use or occupancy of any of the Permanent Easement Area or Temporary Easement Area pursuant to this Agreement.

ARTICLE 11 INSURANCE AND INDEMNIFICATION

Section 11.1 Prior to any alterations, additions, improvements, or construction on or at the Permanent Easement Area or the Temporary Easement are undertaken by Grantee, Grantee or any contractor performing work on behalf of Grantee will be required to carry the following insurance and provide satisfactory evidence of such insurance:

- A. Builder's Risk insurance in the amount of the replacement cost of any such improvements or alterations. This must include coverage for tools and equipment brought onto and/or used on or at the Easements by Grantee or any contractor performing work on behalf of Grantee.
- B. Workers' compensation insurance with statutory limits and Employers Liability limits of \$500,000/accident, \$500,000 disease policy limit, and \$500,000 bodily injury for each employee.
- C. Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance will include contractual liability, personal injury liability, products and completed operations coverage.

D. Commercial Automobile Coverage, including hired, owned, and non-owned vehicle coverage, of at least \$1,000,000 combined single limit.

Section 11.2 At any time that Grantee is installing, repairing, inspecting, reviewing, or testing on or at the Easement, Grantee or any contractor performing work on behalf of Grantee will maintain such insurance as will protect Grantee from claims which may arise out of or result from operations of Grantee and provide Grantor evidence that the insurance described below is in place. Grantee will provide Grantor evidence of insurance in type and amount as specified in the Grantee's bid documents for the Project (or work that includes the Project), naming Grantor and Ramsey County as additional insureds under such policies of insurance and providing coverages equal to the minimum insurance coverages specified below as follows:

General Liability. A minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage will include contractual liability insurance either specifically naming this agreement, or on a blanket basis and Grantor, Ramsey County, their respective officials, and employees will be named as additional insureds, with a cross-suits endorsement in favor of Grantor and Ramsey County.

Fire and All-Risk Property Insurance. Coverage will be written on a replacement cost basis for any personal property and/or improvements or betterments of the Grantor at the Easement Areas.

Grantee hereby waives and releases RCRRA, Ramsey County, their respective officials, employees, and agents, from all claims, liability and causes of action for loss, damage to or destruction of Grantee's property resulting from fire or other perils covered in standard property insurance coverage. Grantee agrees that it will look to its own property insurance for reimbursement for any loss and will have no rights of subrogation against Grantor or Ramsey County.

Auto Liability. Commercial Automobile Coverage, including hired, owned, and non-owned vehicle coverage, of at least \$1,000,000 combined single unit.

Workers Compensation. As required by Minnesota Statutes.

Grantee will not commence work in any form on or at the Permanent Easement Area or the Temporary Easement Area for the Project until Grantee, or any contractor performing work on behalf of Grantee, has obtained and filed an acceptable certificate of insurance, or evidence of adequate self-insurance, with Grantor.

All Certificates of Insurance will provide that the insurer give Grantor prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minnesota Statutes, Chapter 60A, as applicable. Further, all Certificates of Insurance must provide Grantor 10-day notice of cancellation due to non-payment of premium.

Section 11.3 Indemnification.

- A. With respect to (i) the occupation of the Permanent Easement Area and the Temporary Easement Area; (ii) the Project; and (iii) any construction, maintenance, repair, or subsequent reconstruction relating to the Project, Grantee will, and will cause its contractors to, indemnify, hold harmless, and defend Grantor and Ramsey County, their respective officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's and expert witness's fees, which Grantor, Ramsey County, their respective officials, agents, or employees may sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Grantee, its contractors, officials, agents, or employees, in the execution, performance, or failure to adequately perform the Grantee's obligations pursuant to this Agreement with respect to the Project.

- B. It is understood and agreed that each party's liability will be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political subdivisions) or other applicable law. Nothing contained in this Agreement will waive or amend, nor will be construed to waive or amend, any defense or immunity that either party, their respective officials and employees, may have under Chapter 466, or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties to this Agreement.

**ARTICLE 12
DAMAGE OR DESTRUCTION**

In the event the Permanent Easement Area or Temporary Easement Area is damaged, or there is any casualty as to make either Area impracticable or unsuitable for Grantee's use as provided in this Agreement, this Agreement (and the easements) may be terminated at the option of either party upon written notice to the other; provided however, that if Grantee elects not to proceed with the Project but the use of either the Permanent Easement Area or Temporary Easement Area continues, the parties will in good faith enter into an appropriate amendment to this Agreement. In no case will Grantor be required to restore any part of the Permanent Easement Area, the Temporary Easement Area, or any part of the RCRRA Property, to a condition suitable for Grantee's continued use for the purposes for which the Permanent and Temporary Easements are granted, though Grantor may do so if it so elects at its sole discretion.

**ARTICLE 13
HAZARDOUS SUBSTANCES**

In connection with the exercise of its rights under this Agreement, except for hazardous substances that are typically used in projects similar to the Project, Grantee will take all reasonable measures to prevent leaks and spills, and will not permit or conduct the generation, treatment, storage, or disposal on, in, or about the Permanent Easement Area or the Temporary Easement Area or any other of the RCRRA Property, of any Hazardous Substances without prior written consent of RCRRA. In addition to the indemnification provisions of Section 11.3 of this Agreement, Grantee will indemnify and defend Grantor and Ramsey County, and their respective officials, employees, and agents, against and hold Grantor and Ramsey County, and their respective officials, employees, and agents harmless from all claims, demands, liabilities, damages, fines,

encumbrances, liens, losses, costs, and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Permanent Easement Area or the Temporary Easement Area or RCRRA Property as a result of the acts or omissions of Grantee.

ARTICLE 14 SIGNS

Grantee will not have the right to place, construct, or maintain any sign, advertisement, banner, or other marking of any kind upon or about the Permanent Easement Area or the Temporary Easement Area or the RCRRA Property, except such safety markers as required by law or as agreed to in advance in writing by Grantor, and except as shown **Exhibit E**, or as are customary and reasonable during construction of the Project and maintenance, repair, or access to the Project. During the Construction Period, at Grantee's sole cost and expense, Grantee must install or place directional signs to assist the public in locating parking on the RCRRA Property; the appearance and location of such directional signs must be approved by RCRRA.

ARTICLE 15 TERMINATION

Grantor may terminate the Temporary Easement in its sole and absolute discretion with cause and upon any of the following, upon one hundred eighty (180) days written notice to Grantee, without limiting Grantor in the exercise of any right or remedy at law or in equity which Grantor may have by reason of a default or breach of this Agreement by Grantee:

- A. Grantee's discontinuance of the use of the Permanent Easement Area or the Temporary Easement Area, or if the Permanent Easement Area or the Temporary Easement Area is not used for the purposes of this Agreement.
- B. Upon a failure by Grantee to observe and perform any other provision of this Agreement to be observed or performed by Grantee, Grantee will be in default and Grantor will have the right to terminate the Temporary upon one hundred eighty (180) days' written notice unless during that 180-day time period (i) Grantee commences to cure the default to the satisfaction of Grantor and thereafter diligently prosecutes the same to completion, or (ii) Grantee notifies Grantor in writing that it disputes whether there is a default, in which event, Grantor and Grantee will in good faith commence alternative dispute resolution through negotiation and mediation, and if the matter is not resolved within one hundred eighty 180 days of the notice of default from Grantor to Grantee, either party commence a court action to address the default, including seeking judicial relief at law or in equity. In no event will Grantor terminate the Permanent Easement as provided above unless at the end of the 180-day notice period, it provides written notice of termination to Grantee in the manner provided in Section 16.3 below ("Notice of Termination"), and Grantee does not, within thirty (30) days after the date the Notice of Termination is deemed received (as provided in Section 16.3), provide written notice to Grantor stating that Grantor objects to the termination.

C. Upon termination of the Temporary Easement, Grantee must quit and vacate the Temporary Easement Area; remove Grantee’s equipment and other property from the Temporary Easement Area; and restore the Temporary Easement Area to the reasonable satisfaction of Ramsey County. If Grantee fails to complete removal and restoration prior to the effective date of the termination of the Temporary Easement, RCRRA may remove or otherwise dispose of Grantee’s equipment or other property as RCRRA sees fit, and at the expense of the Grantee, without any liability to the Grantee for damages.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1 Recording. Grantee, at Grantee’s expense, must record this Agreement with the Ramsey County Recorder within 45 days of execution of this Agreement, and provide a copy of the same to the Ramsey County Director of Property Management at the address provided in this Agreement.

Section 16.2 Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, will run with title to the Property and will inure to the benefit of, and will be binding upon, the successors and assigns of the parties to this Agreement as fully as upon themselves.

Section 16.3 Notices. A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below; and the recipient shall be deemed to have received such notice, demand, or other communication on the third business day after sending. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

<p><i>If to Grantor:</i></p> <p>Ramsey County Regional Railroad Authority ATTN: Ramsey County Property Management Director 121 7th Place East, Suite 2200 Saint Paul, MN 55101</p>
<p><i>If to Grantee:</i></p>

Section 16.4 Compliance with Laws and Regulations. Grantee will obtain all licenses and permits required by any governmental authority for the Project and for its use of the Permanent Easement Area and the Temporary Easement Area, and will comply with all terms of such licenses

or permits and any code, law, or regulation applicable to the Project and to Grantee's use of the Permanent Easement Area and the Temporary Easement Area.

Section 16.5 Remedies Cumulative; No Waiver. All remedies conferred before, after, or by Grantor and Grantee will be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law of in equity. The failure or either of the covenants of this Agreement or to exercise any option contained in this Agreement will not be construed as a waiver or relinquishment for the future of such covenant or option.

Section 16.6 Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed by the parties or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between Grantor and Grantee, it being expressly understood and agreed that neither any provision contained in this Agreement nor any act or acts of the parties will be deemed to create any relationship between Grantor and Grantee other than the relationship of grantor and grantee.

Section 16.7 Modification of Agreement. Any alteration, variation or modification of this Agreement will be valid only when reduced to writing and signed by both parties.

Section 16.8 Interpretation of Agreement; Venue. This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Agreement or Grantee's occupancy and use of the Permanent Easement Area or the Temporary Easement Area will be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.

Section 16.9 Entire Agreement. This Agreement will constitute the entire agreement between the parties with respect to Grantee's use of the Permanent Easement Area and Temporary Easement Area and will supersede all prior or written agreements of the parties with respect to Grantee's use of the Permanent Easement Area or the Temporary Easement Area.

Section 16.10 Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed by this Agreement; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated by this Agreement to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and the parties declare that it is their intention that they would have executed the remaining portions of this Agreement without including any such part or portion which may be declared invalid.

Section 16.11 Signatures/Execution. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one

and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 16.12 Headings. The section headings in this Agreement are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

Section 16.13 Incorporation of Recitals and Exhibits. The parties agree that the Recitals made at the beginning of this Agreement, and the Exhibits listed below and mentioned in this Agreement, are true and correct, and by this reference, are incorporated into and made part of this Agreement.

Exhibit A	Legal Description of the RCRRA Property
Exhibit B	Depiction of RCRRA Property, Bridge and Street
Exhibit C	Legal Description and Depiction of Permanent Easement Area
Exhibit D	Legal Description and Depiction of Temporary Easement Area
Exhibit E	Project Specifications & Site Plan

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of the date first written above.

[Remainder of the page left blank intentionally; Signature page follows]

EXHIBIT A

Legal Description of all RCRRRA Property

The real property situated in Ramsey County, Minnesota and described as follows:

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement will be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement will be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence

North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of

termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning. Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

West Surface Lot Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

PARCELS 16 & 17

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 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 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 368.06 feet along a tangential curve, concave to the southwest, having a radius of 2895.00 feet and a central angle of 7 degrees 17 minutes 03 seconds to the south line of 5th Street; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, along the south line of 5th Street a distance of 136.72 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 280.00 feet; thence North 27 degrees 07 minutes 58 seconds West a distance of 67.08 feet; thence North 0 degrees 34 minutes 04 seconds West a distance of 250.00 feet to the north line of said Southwest Quarter; thence North 89 degrees 25 minutes 56 seconds East along the north line of said Southwest Quarter a distance of 145.79 feet to the point of beginning.

Except that part lying west of the following described line:

Commencing at the northeast corner of said Southwest Quarter; thence South 89 degrees 25 minutes 56 seconds West along the north line of said Southwest Quarter a distance of 173.59 feet; thence South 19 degrees 44 minutes 04 seconds East a distance of 369.97 feet; thence South 18 degrees 09 minutes 04 seconds East a distance of 169.32 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 448.63 feet; thence North 77 degrees 38 minutes 30 seconds East a distance of 64.00 feet; thence South 34 degrees 50 minutes 30 seconds East a distance of 218.97 feet; thence South 55 degrees 09 minutes 30 seconds West a distance of 225.72 feet to the east line of said Southwest Quarter; thence South 0 degrees 27 minutes 30 seconds East along the east line of said Southwest Quarter a distance of 0.20 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 59.15 feet; thence South 16 degrees 31 minutes 49 seconds East a distance of 69.36 feet; thence South 55 degrees 34 minutes 30 seconds West a distance of 71.92 feet to a point distant 50.0 feet northeasterly of measured radially to Grantor's most northeasterly main track centerline as now located and constructed, said point also be the beginning of 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.

(PIN 32-29-22-31-0050 & PIN 32-29-22-42-0057)

EXHIBIT B

Depiction of RCRRRA Property, Bridge and Street

EXHIBIT C

Legal Description and Depiction of Permanent Easement Area

EXHIBIT D

Legal Description and Depiction of Temporary Easement Area

EXHIBIT E

Project Specifications & Site Plan