



Regional Railroad Authority Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

November 21, 2023 - 10:15 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

1. **Agenda of November 21, 2023 is Presented for Approval** [2023-532](#)
Sponsors: County Manager's Office
Approve the agenda of November 21, 2023.
2. **Minutes from October 17, 2023 are Presented for Approval** [2023-534](#)
Sponsors: County Manager's Office
Approve the October 17, 2023 Minutes.

ADMINISTRATIVE ITEMS

3. **Amendment to the Capital Grant Agreement with Metropolitan Council and Ramsey County Regional Railroad Authority for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project** [2023-507](#)
Sponsors: Public Works
 1. Approve the Amendment to the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
 2. Authorize the Chair to execute the Agreement.
 3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.
4. **Easement Agreement with the City of Saint Paul for Kellogg/3rd Street and Bridge Replacement** [2023-501](#)
Sponsors: Property Management
 1. Approve an easement agreement with the city of Saint Paul, 15 Kellogg Boulevard West, Saint Paul, MN 55102, on Ramsey County Regional Railroad Authority property, including Union Depot, adjacent Kellogg Boulevard for a one-time payment of \$800,000.
 2. Authorize the County Manager to approve and execute the easement agreement in a form approved by the County Attorney's Office.

CORRIDOR UPDATES

ADJOURNMENT



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-532

Meeting Date: 11/21/2023

Sponsor: County Manager's Office

Title

Agenda of November 21, 2023 is Presented for Approval

Recommendation

Approve the agenda of November 21, 2023.



Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-534

Meeting Date: 11/21/2023

Sponsor: County Manager's Office

Title

Minutes from October 17, 2023 are Presented for Approval

Recommendation

Approve the October 17, 2023 Minutes.

Attachments

1.October 17, 2023 Minutes



Regional Railroad Authority

Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

October 17, 2023 - 10 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Regional Railroad Authority met in regular session at 10 a.m. with the following members present: Frethem, Martinson, Moran, Reinhardt, Xiong and Chair Ortega. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong
Absent: McGuire

1. Agenda of October 17, 2023 is Presented for Approval [2023-443](#)

Sponsors: County Manager's Office

Approve the agenda of October 17, 2023.

Motion by Xiong, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

2. Minutes from September 26, 2023 are Presented for Approval [2023-444](#)

Sponsors: County Manager's Office

Approve the September 26, 2023 Minutes.

Motion by Moran, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

ADMINISTRATIVE ITEMS

3. Participation in the Minnesota Transportation Alliance [2023-441](#)

Sponsors: Public Works

1. Approve Ramsey County's participation in the Minnesota Transportation Alliance.
2. Appropriate \$5,600 annually from the Multi-Modal Planning Admin budget for participation in the Minnesota Transportation Alliance.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

Motion by Martinson, seconded by Moran. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: [R2023-012](#)

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:24 a.m.

Regional Railroad Authority

Request for Board Action

Item Number: 2023-507

Meeting Date: 11/21/2023

Sponsor: Public Works

Title

Amendment to the Capital Grant Agreement with Metropolitan Council and Ramsey County Regional Railroad Authority for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project

Recommendation

1. Approve the Amendment to the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Background and Rationale

The METRO Purple Bus Rapid Transit Project (Project) entered the Project Development (PD) phase of the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) program on December 10, 2021. As initially envisioned, the Project was a 15-mile dedicated guideway bus rapid transit project between Union Depot in downtown Saint Paul and downtown White Bear Lake generally along Robert Street, Jackson Street, Phalen Boulevard, Ramsey County rail right of way co-located with the Bruce Vento Regional Trail and Highway 61. In spring 2022, it became clear that the project would not go to downtown White Bear Lake resulting in the understanding of a Route Modification Study. The initial phase of the Route Modification Study evaluated multiple locations for a new northern terminus, including Maplewood Mall Transit Center, I-35E & County Road E park & ride in Vadnais Heights and Century College. Results of this phase concluded that terminating at the Maplewood Mall Transit Center proved to be the option that would likely qualify for federal funding. Following the conclusion of the initial phase, additional engagement took place where concerns were raised about the profound changes seen by public transit since 2020 and their impact on the Project. This resulted in Project taking set back to evaluate the Maryland/White Bear Avenue routing option so that it could be compared to the routing option along the Bruce Vento Regional Trail. This new routing option diverges from the existing Bruce Vento Trail route at Maryland Avenue and travels along Maryland and White Bear avenues until reaching Beam Avenue and traveling to the Maplewood Mall area. Options for the route to continue beyond Maplewood Mall Transit Center will continue to be explored during the evaluation of this new route.

Because of the evaluation of a new routing option, the completion of PD will take additional time. On November 3, 2023, the FTA granted the Metropolitan Council an extension of the PD phase until December 9, 2024. This extension ensures that the project remains eligible for future federal matching funds. Currently, the project is 100% funded by Ramsey County and the Ramsey County Regional Railroad Authority through the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project with the Metropolitan Council (Agreement). The Agreement was entered into by the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority to manage agency roles and obligations during PD. The Agreement expires on December 8, 2023, and needs to be amended for regional railroad authority funding to continue to be used on the Project.

The First Amendment to the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project with the Metropolitan Council (Amendment) provides for continued regional railroad authority funding for the Project. This Amendment does the following:

- Extends the term of the Agreement to December 31, 2025.
- Amends the Initial Grant Activity Period to continue through the selection of the Locally Preferred Alternative, which is anticipated by September 2024.
- Creates a Second Grant Activity Period that commences after the selection of the Locally Preferred Alternative through completion of the PD Phase or December 31, 2025.

The total funding commitment between the Ramsey County Regional Railroad Authority and Ramsey County for PD remains unchanged at \$39,900,000 and will continue to fund the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Public Engagement

Funding for PD will be provided in accordance with the funding commitment resolutions approved by Ramsey County and Ramsey County Regional Railroad Authority through separate board actions. Funding commitments are consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The METRO Purple Line BRT Project will serve a racially diverse area. The METRO Purple Line BRT Project provides transportation connections to areas of concentrated poverty where more than 50% of the residents are racially and ethnically diverse and Indigenous people. In these areas, auto ownership rates are low, and people depend on public transit for access to jobs, health care, shopping, and other trips. Other neighborhoods along the route, while not considered areas of concentrated poverty, are becoming more racially and economically diverse and are home to a significant number of households that do not own a car. The METRO Purple Line BRT Project will improve access to opportunities by providing more frequent, reliable, and comfortable service that is better connected to job centers, neighborhoods, parks and recreation, and other parts of the regional transit system.

Community Participation Level and Impact

The METRO Purple Line BRT has established a Communication and Public Involvement Plan. The Communication and Public Involvement Plan addresses the need to communicate and engage with multiple audiences within the corridor and across the region. A well-informed and engaged public strengthens the project and helps create a more useful transit system for all. The Metropolitan Council, Metro Transit and the project’s local funding partner, Ramsey County, understand the need to engage corridor stakeholders in the development of project details and in fostering broad support for the project as a necessary investment to improve access and mobility to employment, educational and economic opportunities within the corridor and beyond.

Purple Line project staff (project staff) has sought to engage corridor residents, businesses, organizations and transit riders in the project planning process to solicit their input and address their needs and concerns. Concerted effort has been given to communities that have been traditionally underrepresented in transit planning processes: people of color, low-income communities, people with Limited English Proficiency (LEP), people with disabilities and other historically marginalized groups.

A framework has been established for how public engagement activities will be conducted for Route Modification Study Phase II between the months of July 2023 and December 2024. Engagement and public feedback will inform the evaluation of the White Bear Ave Corridor and the identification of the preferred White Bear Ave design concept. The White Bear Ave Corridor runs from the BRT guideway near Johnson Parkway, along Maryland, White Bear, and Beam Avenues to an endpoint near the Maplewood Mall and St. John's Hospital.

The METRO Purple Line BRT project updates and project factsheet can be found here:

<https://www.metrotransit.org/purple-line-project>

Inform Consult Involve Collaborate Empower

Fiscal Impact

The \$39,900,000 requested to fund the METRO Purple Line Bus Rapid Transit Project's Project Development Phase is available in the Public Works Multimodal Capital Projects.

Last Previous Action

On October 5, 2021, the Ramsey County Regional Railroad Authority approved the Capital Grant Agreement with Metropolitan Council and Ramsey County Regional Railroad Authority for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project in the amount of \$39,900,000 (Resolution R2021-022).

Attachments

1. First Amendment to Capital Grant Agreement #211040

**First Amendment to the
Capital Grant Agreement (#21I040) for the Project Development Phase of the METRO Purple
Line Bus Rapid Transit Project with the Metropolitan Council**

THIS FIRST AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE PROJECT DEVELOPMENT PHASE OF THE METRO PURPLE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL (“Amendment”) is entered by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”); Ramsey County (“County”), a political subdivision of the State of Minnesota; and Ramsey County Regional Railroad Authority (“RCRRA”), a political subdivision of the State of Minnesota, collectively the “Parties.” The County and RCRRA are sometimes collectively referred to as “Ramsey” herein.

RECITALS

1. The Parties entered into the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project (“Agreement”) effective December 9, 2021 based on the Federal Transit Administration’s (“FTA”) approval for the METRO Purple Line Bus Rapid Transit Project (the “Purple Line Project”) to enter the Project Development Phase, for a two-year period through December 8, 2023, for a maximum grant amount of \$39,900,000; and
2. The Parties intended that the Maximum Grant Amount for the Project Development Phase would include project management, advanced engineering/design, environmental evaluation and peer review, right-of-way acquisition, and public engagement, and anticipated completion of the Project Development Phase by approximately December of 2023; and
3. Section 1.01 of the Agreement defined the initial Grant Activity Period as the twelve-month period following the Effective Date of the Agreement, and Section 2.01 of the Agreement provided for a grant amount of up to \$10,949,000 during this initial Grant Activity Period; and
4. Section 2.01 of the Agreement allows Grant funds to be provided in subsequent Grant Activity Periods pursuant to Ramsey’s annual budget process and incorporated through amendment to the Agreement; and
5. To date, the initial Grant Activity Period has not been extended, and \$11,743,544 of the Maximum Grant Amount has been spent on approved Project activities through August 31, 2023; and
6. At its March 8, 2022 meeting, the City of White Bear Lake passed a Resolution of Opposition (the “Resolution”) removing their support from the Purple Line Project; and
7. At its June 17, 2022 meeting, the METRO Purple Line Corridor Management Committee (“Purple

Line CMC”) approved a motion for the Purple Line Project to begin Phase 1 of a Route Modification Study to evaluate an alternative northern terminus for the Purple Line Project; and

8. At the March 22, 2023 meeting of the Maplewood City Council, the Ramsey County Board of Commissioners introduced a letter to the Mayor of the City of Maplewood (the “Letter”), supporting the evaluation of an alternative alignment for the Purple Line Project along White Bear Avenue in Saint Paul and Maplewood; and
9. At its April 6, 2023 meeting, the Purple Line CMC approved a statement of concurrence with the Letter confirming the need to evaluate the alternative alignment along White Bear Avenue; and
10. Following the introduction of the Letter, and the statement of concurrence with the Letter from the Purple Line CMC, the Purple Line Project entered into Phase 2 of a Route Modification Study to evaluate an alternative alignment along White Bear Avenue (“Route Modification Study Phase 2”).

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Amendment, the Parties agree that the Agreement is amended as follows:

1. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Project”** is stricken in its entirety and replaced with the following:

“Project” means that certain proposed project commonly referred to as the METRO Purple Line Bus Rapid Transit Project, a bus rapid transit line that will serve Saint Paul and Maplewood, and may serve additional cities surrounding Maplewood, but does not include operation and maintenance of the transit system, or ongoing capital maintenance costs, as further described in **Revised Exhibit A-1**.

2. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Grant Activity Period”** is stricken in its entirety and replaced with the following:

“Grant Activity Period” means each of the following periods of the Project Development Phase which are funded pursuant to Ramsey’s annual budget process, as each period may be extended pursuant to Section 2.06:

- a. The “Initial Grant Activity Period” commences on the Effective Date and continues through final determination of the Locally Preferred Alternative; and
- b. The “Second Grant Activity Period” commences upon the final determination of the Locally Preferred Alternative from Route Modification Study Phase 2, and continues through the end of the Project Development Phase, or December 31, 2025, whichever is earlier. The County’s Designee is authorized to execute an extension of the Second Grant Activity Period pursuant to Section 2.06 of this Agreement.

3. **SECTION 2.01 GRANT OF MONIES**, is stricken in its entirety and replaced with the following:

Ramsey agrees to grant the amount of \$39,900,000 (“Maximum Grant Amount”) to the Council for the Grant Project. Of this amount, Ramsey agrees to provide up to \$20,124,778 for the Initial Grant Activity Period. Ramsey agrees to provide up to \$19,775,222 for the Second Grant Activity Period. In no event shall the sum of the grant amounts exceed the Maximum Grant Amount.

The Maximum Grant Amount includes Grant funds for expenditures pursuant to federal Pre-Award Authority and expenditures for non-FFGA eligible activities if specifically authorized pursuant to Section 2.08 of this Agreement.

In no event will Ramsey’s obligation under this Agreement exceed the Maximum Grant Amount as a result of cost overruns or otherwise. The Council acknowledges that all or a portion of the Grant made hereunder may be financed with the proceeds of Bonds (see Article V of this Agreement for additional terms of compliance).

4. **SECTION 2.02 TERM OF GRANT AGREEMENT**, is stricken in its entirety and replaced with the following:

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2025, or upon the execution by the Parties of a Capital Grant Agreement for the Engineering Phase, whichever is earlier. The County’s Designee is authorized to execute an extension of the Second Grant Activity Period pursuant to Section 2.06 of this Agreement. The County’s Designee is further authorized to execute a renewal of this Agreement so long as such renewal is for an extension of time only, with all other terms and conditions remain the same, and such extension of time is for a period of not more than one year.

5. **Exhibit A – Project Description** is stricken in its entirety and replaced with the Revised Exhibit A-1 and attached to this Amendment. Any reference to Exhibit A in the Agreement shall be deemed a reference to Revised Exhibit A-1.
6. **Exhibit C – Grant Disbursement Schedule and Procedure** is stricken in its entirety and replaced with the Revised Exhibit C-1 and attached to this Amendment. Any reference to Exhibit C in the Agreement shall be deemed a reference to Revised Exhibit C-1.
7. **Exhibit E – Grant Project Description** is stricken in its entirety and replaced with the Revised Exhibit E-1 and attached to this Amendment. Any reference to Exhibit E in the Agreement shall be deemed a reference to Revised Exhibit E-1.

This Amendment shall be an amendment and modification to the Agreement and shall become a part of the Agreement between the Parties from and after the Amendment Effective Date (as defined below). All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement. Any conflict between terms of this Amendment and the Agreement will be resolved in favor of this Amendment. Except as amended herein, all terms of the Agreement shall remain in full force and effect.

Reference Numbers
Metropolitan Council: 21I040
Ramsey County: RRA000105

IN WITNESS WHEREOF, the County, RCRRA, and the Council have executed this Amendment on the day and date indicated immediately below their respective signatures, and this Amendment will be effective as of the latest date of execution by the County, RCRRA, or the Council (the “Amendment Effective Date”).

[The rest of this page is left blank intentionally; signature page follows]

**SIGNATURE PAGE for FIRST AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE
PROJECT DEVELOPMENT PHASE OF THE
METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

<p>METROPOLITAN COUNCIL</p> <p>By: _____ Philip Walljasper, Interim Regional Administrator</p> <p>Date: _____</p>	<p>RAMSEY COUNTY</p> <p>By: _____ Trista Martinson, Chair Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p>By: _____ Mee Cheng, Chief Clerk Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p>
	<p>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</p> <p>By: _____ Rafael E. Ortega, Chair RCRRA Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p> <p>Ramsey County Attorney's Office</p>

Reference Numbers
Metropolitan Council: 21I040
Ramsey County: RRA000105

Revised Exhibit A-1

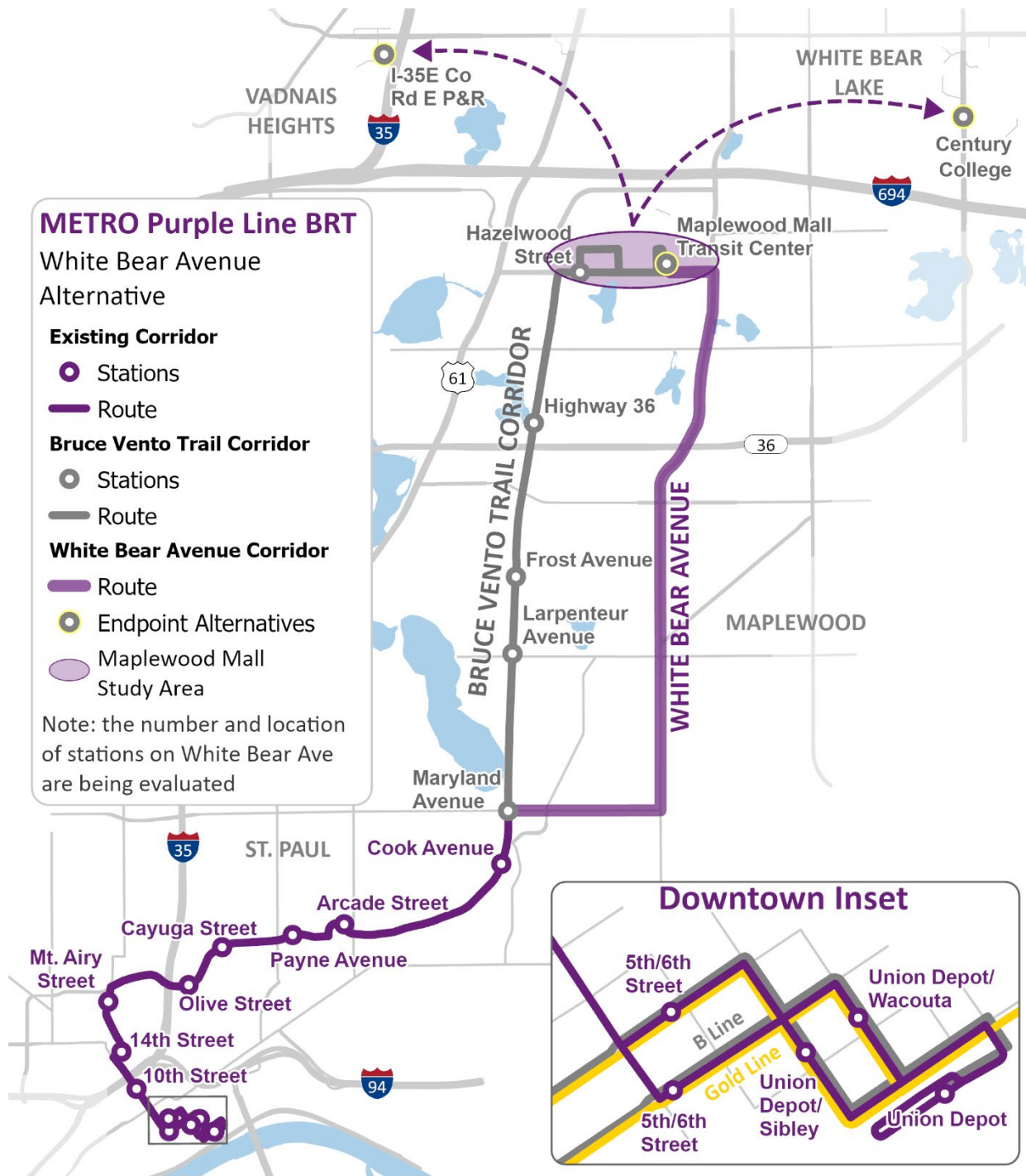
Project Description

Revised Exhibit A-1 – METRO Purple Line BRT Project Description

As initially envisioned, the METRO Purple Line BRT was a 15-mile line between Union Depot in downtown Saint Paul and downtown White Bear Lake generally along Robert Street, Jackson Street, Phalen Boulevard, Ramsey County rail right of way co-located with the Bruce Vento Regional Trail and Highway 61. In spring 2022, it became clear that the project would not go to downtown White Bear Lake and the initial phase of a Route Modification Study began to evaluate a new northern terminus at Maplewood Mall Transit Center, I-35E & County Rd. E park & ride in Vadnais Heights or Century College on the border of White Bear Lake and Mahtomedi. An ending at Maplewood Mall Transit Center proved to be the option that would likely qualify for federal funds.

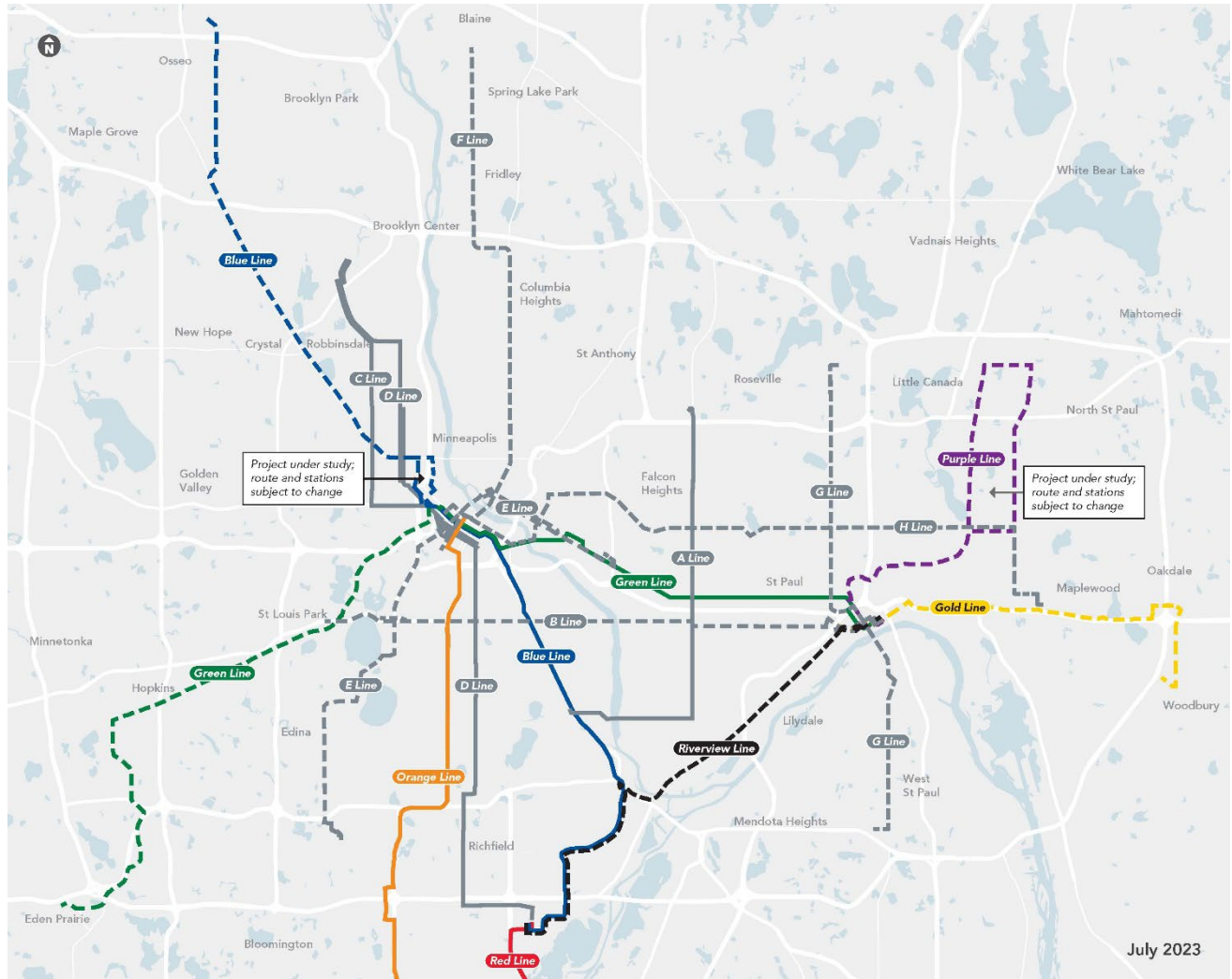
Recognizing the profound changes seen by public transit since 2020, the Purple Line Project has engaged with the public and policy makers to proactively position the project for success through evaluating an alternative route between the Maryland Avenue Station and the Maplewood Mall Station. This route would diverge from the existing Bruce Vento Trail Corridor and use Maryland and White Bear avenues to travel to the Maplewood Mall area. The analysis of this route will allow it to be compared to the Bruce Vento Trail Corridor route to determine which route provides the greatest benefit to corridor residents and businesses. Options for the route to continue beyond Maplewood Mall Transit Center will continue to be explored during the evaluation of this new alignment (see Figure 1 below).

Figure A-1 – Project Route



The purpose of the project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and supports sustainable development within the corridor area. The Purple Line will be part of the METRO system, an interconnected regional system of light rail and bus rapid transit lines providing fast, frequent, all-day service with enhanced amenities (see Figure 2 below).

Figure A-2 – METRO System – Current and Planned



Current METRO network		Planned METRO network	
A Line	Green Line	Planned BRT	Green Line Extension
C Line	Orange Line	Gold Line	Blue Line Extension <i>Project under study; route and stations subject to change.</i>
D Line	Red Line	Purple Line <i>Project under study; route and stations subject to change.</i>	Riverview Line
Blue Line			

The Project has an estimated capital cost of approximately \$444.5 million based on the project alignment that ended in White Bear Lake. (see Figure A-3 below). Upon completion of 15% Design for the White Bear Avenue Alignment, a new capital cost estimate will be created. The Parties will substitute the revised Capital Cost Estimate, as agreed by the Council and Ramsey, for the Capital Cost Estimate in this Exhibit without any amendment to this Agreement.

Figure A-3 – Project Capital Cost Estimate

MAIN WORKSHEET - BUILD ALTERNATIVE (Rev.22, April, 2021)								
Insert Project Sponsor's Name here						Today's Date		8/9/21
Insert Project Name and Location						Yr of Base Year \$		2021
Insert Current Phase (e.g. Applic. for Engineering, Engineering, Applic. for FFGA, Construction, Rev Ops)						Yr of Revenue Ops		2025
	Quantity	Base Year Dollars w/o Contingency (X000)	Base Year Dollars Allocated Contingency (X000)	Base Year Dollars TOTAL (X000)	Base Year Dollars Unit Cost (X000)	Base Year Dollars Percentage of Construction Cost	Base Year Dollars Percentage of Total Project Cost	YOE Dollars Total (X000)
10 GUIDEWAY & TRACK ELEMENTS (route miles)	9.00	65,196	13,039	78,235	\$8,693	36%	20%	90,887
10.01 Guideway: At-grade exclusive right-of-way		8,994	1,799	10,793				12,538
10.02 Guideway: At-grade semi-exclusive (allows cross-traffic)		10,408	2,082	12,490				14,510
10.03 Guideway: At-grade in mixed traffic		776	155	931				1,082
10.04 Guideway: Aerial structure	9.00	15,940	3,188	19,128	\$2,125			22,221
10.05 Guideway: Built-up fill				0				0
10.06 Guideway: Underground cut & cover				0				0
10.07 Guideway: Underground tunnel				0				0
10.08 Guideway: Retained cut or fill		29,077	5,815	34,893				40,535
10.09 Track: Direct fixation				0				0
10.10 Track: Embedded				0				0
10.11 Track: Ballasted				0				0
10.12 Track: Special (switches, turnouts)				0				0
10.13 Track: Vibration and noise dampening				0				0
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)	19	14,225	2,845	17,070	\$898	8%	4%	20,000
20.01 At-grade station, stop, shelter, mall, terminal, platform	19	14,225	2,845	17,070	\$898			20,000
20.02 Aerial station, stop, shelter, mall, terminal, platform				0				0
20.03 Underground station, stop, shelter, mall, terminal, platform				0				0
20.04 Other stations, landings, terminals: Intermodal, ferry, trolley, etc.				0				0
20.05 Joint development				0				0
20.06 Automobile parking multi-story structure				0				0
20.07 Elevators, escalators				0				0
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	1	6,962	1,392	8,354	\$835	4%	2%	9,621
30.01 Administration Building: Office, sales, storage, revenue counting	1	6,962	1,392	8,354	\$835			9,621
30.02 Light Maintenance Facility				0				0
30.03 Heavy Maintenance Facility				0				0
30.04 Storage or Maintenance of Way Building				0				0
30.05 Yard and Yard Track				0				0
40 SITEWORK & SPECIAL CONDITIONS	9.00	66,188	16,547	82,736	\$9,193	39%	21%	96,373
40.01 Demolition, Clearing, Earthwork		2,149	537	2,686				3,129
40.02 Site Utilities, Utility Relocation		8,939	2,235	11,173				13,015
40.03 Haz. mat'l, contain'd soil removal/mitigation, ground water treatments		2,812	703	3,515				4,095
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks		8,972	2,243	11,215				13,054
40.05 Site structures including retaining walls, sound walls				0				0
40.06 Pedestrian / bike access and accommodation, landscaping		19,967	4,992	24,959				29,073
40.07 Automobile, bus, van accessways including roads, parking lots		13,303	3,326	16,629				19,370
40.08 Temporary Facilities and other indirect costs during construction		10,046	2,512	12,558				14,627
50 \$Y SYSTEMS	52	21,586	6,476	28,062	\$539	13%	7%	32,878
50.01 Train control and signals				0				0
50.02 Traffic signals and crossing protection	52	10,450	3,135	13,585	\$261			15,916
50.03 Traction power supply: substations				0				0
50.04 Traction power distribution: catenary and third rail				0				0
50.05 Communications		5,146	1,544	6,690				7,838
50.06 Fare collection system and equipment		2,220	666	2,886				3,381
50.07 Central Control		3,770	1,131	4,901				5,742
Construction Subtotal (10 - 50)	9.00	174,157	40,299	214,456	\$23,828	100%	56%	249,758
60 ROW, LAND, EXISTING IMPROVEMENTS	9.00	12,692	6,346	19,038	\$2,115		5%	20,396
60.01 Purchase or lease of real estate		12,692	6,346	19,038				20,396
60.02 Relocation of existing households and businesses				0				0
70 VEHICLES (number)	17	29,378	10,282	39,661	\$2,333		10%	46,786
70.01 Light Rail				0				0
70.02 Heavy Rail				0				0
70.03 Commuter Rail				0				0
70.04 Bus	17	28,378	9,932	38,311	\$2,254			45,194
70.05 Other				0				0
70.06 Non-revenue vehicles		500	175	675				796
70.07 Spare parts		500	175	675				796
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	9.00	64,380	9,234	73,614	\$8,179	34%	19%	82,400
80.01 Project Development		6,440	902	7,342				8,218
80.02 Engineering		15,020	2,255	17,275				19,336
80.03 Project Management for Design and Construction		17,160	2,471	19,631				21,974
80.04 Construction Administration & Management		17,160	2,402	19,562				21,897
80.05 Professional Liability and other Non-Construction Insurance		2,150	301	2,451				2,744
80.06 Legal: Permits; Review Fees by other agencies, cities, etc.		2,150	301	2,451				2,744
80.07 Surveys, Testing, Investigation, Inspection		2,150	301	2,451				2,744
80.08 Start up		2,150	301	2,451				2,744
Subtotal (10 - 80)	9.00	280,607	66,161	346,769	\$38,530		90%	399,340
90 UNALLOCATED CONTINGENCY				32,519			8%	37,422
Subtotal (10 - 90)	9.00			379,288	\$42,143		98%	436,762
100 FINANCE CHARGES				6,295			2%	7,738
Total Project Cost (10 - 100)	9.00			385,583	\$42,843		100%	444,500
Allocated Contingency as % of Base Yr Dollars w/o Contingency				23.58%				
Unallocated Contingency as % of Base Yr Dollars w/o Contingency				11.59%				
Total Contingency as % of Base Yr Dollars w/o Contingency				35.17%				
Unallocated Contingency as % of Subtotal (10 - 80)				9.38%				

Revised Exhibit C-1

METRO Purple Line BRT Grant Disbursement Schedule and Procedure

Revised Exhibit C-1 – METRO Purple Line BRT Grant Disbursement Schedule and Request Procedure

The table below details the Project’s anticipated budget by major activities for each month from December 2021 through December 2025. Minor revisions to this table may be required during the Project Development Phase. The Parties may substitute a revised Table C-1 for the Table C-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement (not to exceed the Maximum Grant Amount).

(Insert pdf of Table C-1)

Exhibit C - METRO Purple Line BRT Grant Disbursement Schedule and Request Procedure

First Amendment

Table C-1 - Project Development Phase Budget

Rev. 2 - 2023.09.29

Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	Months 1-13
Year	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	
Month	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES														
CONTRACTS														
Large Contracts (Value >\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 755,608	\$ 2,161,730	\$ 584,824	\$ 901,275	\$ 5,989,210
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,577	\$ -	\$ 4,000	\$ 4,953	\$ 10,530
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 757,185	\$ 2,161,730	\$ 588,824	\$ 906,229	\$ 5,999,739
AGENCY STAFFING														
Agency Force Account Plan	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
TOTAL	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
PROJECT OFFICE SET-UP & OPERATIONS														
P-Cards & Misc. Contracts	\$ -	\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
TOTAL	\$ -	\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
PROJECT (PD) TOTAL	\$ 16,974	\$ 29,333	\$ 30,282	\$ 28,973	\$ 81,481	\$ 229,154	\$ 386,438	\$ 575,852	\$ 773,484	\$ 829,761	\$ 2,421,712	\$ 771,336	\$ 1,033,757	\$ 7,208,537
CUMULATIVE TOTAL	\$ 16,974	\$ 46,306	\$ 76,589	\$ 105,561	\$ 187,042	\$ 416,196	\$ 802,634	\$ 1,378,486	\$ 2,151,970	\$ 2,981,731	\$ 5,403,444	\$ 6,174,780	\$ 7,208,537	
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
MONTHLY TOTAL	124,388	124,388	124,388	190,993	1,121,846	1,121,846	1,121,846	1,121,846	1,211,846	1,211,846	-	-	-	\$ 7,475,235
CUMULATIVE	124,388	248,776	373,164	564,157	1,686,003	2,807,850	3,929,696	5,051,543	6,263,389	7,475,235	7,475,235	7,475,235	7,475,235	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY														
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
MONTHLY TOTAL	13,821	13,821	13,821	21,221	124,650	124,650	124,650	124,650	134,650	134,650	-	-	-	\$ 830,582
CUMULATIVE	13,821	27,642	41,463	62,684	187,334	311,983	436,633	561,283	695,932	830,582	830,582	830,582	830,582	
PROJECT TOTAL	\$ 138,209	\$ 138,209	\$ 138,209	\$ 212,214	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,346,496	\$ 1,346,496	\$ -	\$ -	\$ -	\$ 8,305,817
CUMULATIVE	\$ 138,209	\$ 276,418	\$ 414,627	\$ 626,841	\$ 1,873,337	\$ 3,119,833	\$ 4,366,329	\$ 5,612,825	\$ 6,959,321	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	

Month #	14	15	16	17	18	19	20	21	22	23	24	25	Months
Year	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	14-25
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES													
CONTRACTS													
Large Contracts (Value >\$2M)	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 242,835	\$ 341,560	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 4,813,262
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 242,835	\$ 341,560	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 4,813,262
AGENCY STAFFING													
Agency Force Account Plan	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 85,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,090,766
TOTAL	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 85,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,090,766
PROJECT OFFICE SET-UP & OPERATIONS													
P-Cards & Misc. Contracts	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,957	\$ 11,957	\$ 11,957	\$ 11,957	\$ 153,807
TOTAL	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,957	\$ 11,957	\$ 11,957	\$ 11,957	\$ 153,807
PROJECT (PD) TOTAL	\$ 765,308	\$ 825,791	\$ 1,391,475	\$ 499,299	\$ 104,842	\$ 158,509	\$ 354,150	\$ 435,632	\$ 376,957	\$ 381,957	\$ 381,957	\$ 381,957	\$ 6,057,836
CUMULATIVE TOTAL	\$ 7,973,845	\$ 8,799,637	\$ 10,191,112	\$ 10,690,410	\$ 10,795,253	\$ 10,953,762	\$ 11,307,912	\$ 11,743,544	\$ 12,120,501	\$ 12,502,458	\$ 12,884,415	\$ 13,266,373	
PROJECT REVENUES													
RAMSEY COUNTY													
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
MONTHLY TOTAL	-	1,211,846	1,257,591	1,212,736	-	-	-	-	-	1,092,023	1,092,023	-	\$ 5,866,219
CUMULATIVE	7,475,235	8,687,082	9,944,672	11,157,408	11,157,408	11,157,408	11,157,408	11,157,408	11,157,408	12,249,431	13,341,454	13,341,454	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY													
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
MONTHLY TOTAL	-	134,650	139,732	134,748	-	-	-	-	-	121,336	121,336	-	\$ 651,802
CUMULATIVE	830,582	965,231	1,104,964	1,239,712	1,239,712	1,239,712	1,239,712	1,239,712	1,239,712	1,361,048	1,482,384	1,482,384	
PROJECT TOTAL	\$ -	\$ 1,346,496	\$ 1,397,323	\$ 1,347,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,213,359	\$ 1,213,359	\$ -	\$ 6,518,021
CUMULATIVE	\$ 8,305,817	\$ 9,652,313	\$ 11,049,636	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 13,610,479	\$ 14,823,838	\$ 14,823,838	

Month #	26	27	28	29	30	31	32	33	34	35	36	37	Months
Year	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	26-37
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES													
CONTRACTS													
Large Contracts (Value >\$2M)	\$ 280,240	\$ 290,000	\$ 295,000	\$ 400,000	\$ 425,000	\$ 425,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 550,000	\$ 600,000	\$ 700,000	\$ 5,315,240
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 280,240	\$ 290,000	\$ 295,000	\$ 400,000	\$ 425,000	\$ 425,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 550,000	\$ 600,000	\$ 700,000	\$ 5,315,240
AGENCY STAFFING													
Agency Force Account Plan	\$ 136,600	\$ 161,900	\$ 186,900	\$ 186,900	\$ 206,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 221,900	\$ 2,372,500
TOTAL	\$ 136,600	\$ 161,900	\$ 186,900	\$ 186,900	\$ 206,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 221,900	\$ 2,372,500
PROJECT OFFICE SET-UP & OPERATIONS													
P-Cards & Misc. Contracts	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 145,200
TOTAL	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 145,200
PROJECT (PD) TOTAL	\$ 428,940	\$ 464,000	\$ 494,000	\$ 599,000	\$ 644,000	\$ 649,000	\$ 674,000	\$ 674,000	\$ 674,000	\$ 774,000	\$ 824,000	\$ 934,000	\$ 7,832,940
CUMULATIVE TOTAL	\$ 13,695,313	\$ 14,159,313	\$ 14,653,313	\$ 15,252,313	\$ 15,896,313	\$ 16,545,313	\$ 17,219,313	\$ 17,893,313	\$ 18,567,313	\$ 19,341,313	\$ 20,165,313	\$ 21,099,313	
PROJECT REVENUES													
RAMSEY COUNTY													
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
MONTHLY TOTAL	386,046	417,600	444,600	539,100	579,600	584,100	606,600	606,600	606,600	696,600	741,600	840,600	\$ 7,049,646
CUMULATIVE	386,046	803,646	1,248,246	1,787,346	2,366,946	2,951,046	3,557,646	4,164,246	4,770,846	5,467,446	6,209,046	7,049,646	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY													
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
MONTHLY TOTAL	42,894	46,400	49,400	59,900	64,400	64,900	67,400	67,400	67,400	77,400	82,400	93,400	\$ 783,294
CUMULATIVE	42,894	89,294	138,694	198,594	262,994	327,894	395,294	462,694	530,094	607,494	689,894	783,294	
PROJECT TOTAL	\$ 428,940	\$ 464,000	\$ 494,000	\$ 599,000	\$ 644,000	\$ 649,000	\$ 674,000	\$ 674,000	\$ 674,000	\$ 774,000	\$ 824,000	\$ 934,000	\$ 7,832,940
CUMULATIVE	\$ 15,252,778	\$ 15,716,778	\$ 16,210,778	\$ 16,809,778	\$ 17,453,778	\$ 18,102,778	\$ 18,776,778	\$ 19,450,778	\$ 20,124,778	\$ 20,898,778	\$ 21,722,778	\$ 22,656,778	

Month #	38	39	40	41	42	43	44	45	46	47	48	49	Months	Total
Year	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	38-49	(49 Mos)
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	TOTAL
PROJECT EXPENSES														
CONTRACTS														
Large Contracts (Value >\$2M)	\$ 710,000	\$ 960,000	\$ 960,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,500	\$ 871,000	\$ 875,000	\$ 1,025,000	\$ 1,025,000	\$ 10,726,500	\$ 26,844,212
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,530
TOTAL	\$ 710,000	\$ 960,000	\$ 960,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,500	\$ 871,000	\$ 875,000	\$ 1,025,000	\$ 1,025,000	\$ 10,726,500	\$ 26,854,742
AGENCY STAFFING														
Agency Force Account Plan	\$ 222,830	\$ 222,830	\$ 222,830	\$ 232,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 2,883,960	\$ 7,413,472
TOTAL	\$ 222,830	\$ 222,830	\$ 222,830	\$ 232,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 2,883,960	\$ 7,413,472
PROJECT OFFICE SET-UP & OPERATIONS														
P-Cards & Misc. Contracts	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	\$ 588,559
TOTAL	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	\$ 588,559
PROJECT (PD) TOTAL	\$ 945,080	\$ 1,195,080	\$ 1,195,080	\$ 1,105,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,580	\$ 1,131,080	\$ 1,135,080	\$ 1,285,080	\$ 1,285,080	\$ 13,757,460	\$ 34,856,773
CUMULATIVE TOTAL	\$ 22,044,393	\$ 23,239,473	\$ 24,434,553	\$ 25,539,633	\$ 26,659,713	\$ 27,779,793	\$ 28,899,873	\$ 30,020,453	\$ 31,151,533	\$ 32,286,613	\$ 33,571,693	\$ 34,856,773		
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%		
MONTHLY TOTAL	850,572	1,075,572	1,075,572	994,572	1,008,072	1,008,072	1,008,072	1,008,522	1,017,972	1,021,572	1,156,572	1,156,572	\$ 12,381,714	\$ 32,772,814
CUMULATIVE	7,900,218	8,975,790	10,051,362	11,045,934	12,054,006	13,062,078	14,070,150	15,078,672	16,096,644	17,118,216	18,274,788	19,431,360		
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY														
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
MONTHLY TOTAL	94,508	119,508	119,508	110,508	112,008	112,008	112,008	112,058	113,108	113,508	128,508	128,508	\$ 1,375,746	\$ 3,641,424
CUMULATIVE	877,802	997,310	1,116,818	1,227,326	1,339,334	1,451,342	1,563,350	1,675,408	1,788,516	1,902,024	2,030,532	2,159,040		
PROJECT TOTAL	\$ 945,080	\$ 1,195,080	\$ 1,195,080	\$ 1,105,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,580	\$ 1,131,080	\$ 1,135,080	\$ 1,285,080	\$ 1,285,080	\$ 13,757,460	\$ 36,414,238
CUMULATIVE	\$ 23,601,858	\$ 24,796,938	\$ 25,992,018	\$ 27,097,098	\$ 28,217,178	\$ 29,337,258	\$ 30,457,338	\$ 31,577,918	\$ 32,708,998	\$ 33,844,078	\$ 35,129,158	\$ 36,414,238		

Disbursement Request, Invoicing and Financial Reporting Procedure Timeline Illustration

DATE	ACTION
Last week in Month #1	Council submits invoice disbursement request to County for the Month #3 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article III of this agreement.
Last week in Month #2	County submits payment for Month #3 to the Council (30 days from receipt of invoice disbursement request).
3 rd week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 rd to 4 th week in Month #4	Council reviews consultant invoices and submits for approval.
1 st to 2 nd week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 rd week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 th week in Month #5	Monthly County/Council financial meeting to review report

Revised Exhibit E-1

Grant Project Description

Revised Exhibit E-1 – Grant Project Description

The METRO Purple Line (formerly Rush Line) BRT Project entered into the Project Development Phase of the Federal Transit Administration’s Capital Investment Grant Program as a New Starts project on December 8, 2021. Per federal regulations and guidance, the Project Development Phase is expected to be completed within 24 months of initiation. However, the Parties requested a 22-month Project Development Phase extension from the FTA. The table below summarizes the Project’s anticipated budget by major activities and Grant Activity Periods from December 1, 2021 through December 31, 2025. Minor revisions to this table may be required during the Project Development Phase. The Parties may substitute a revised Table E-1 for the Table E-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement (not to exceed the Maximum Grant Amount).

Table E-1 – METRO Purple Line Budget Summary
Rev.2 - 2023.09.29

	Initial Grant Activity Period Dec 2021 - Sep 2024	Second Grant Activity Period Oct 2024 - Dec 2025	TOTAL
CONTRACTED SERVICES			
Large Contracts (Value > \$2M)	\$14,267,712	\$12,576,500	\$26,844,212
Small Contracts (Value < \$2M)	\$10,530	\$0	\$10,530
SUBTOTAL	\$14,278,242	\$12,576,500	\$26,854,742
PROJECT OFFICE			
Agency Staff	\$3,883,812	\$3,529,660	\$7,413,472
Expenses	\$405,259	\$183,300	\$588,559
SUBTOTAL	\$4,289,071	\$3,712,960	\$8,002,031
REAL PROPERTY ACQUISITION			
SUBTOTAL	\$0	\$0	\$0
GRANT PROJECT TOTAL	\$18,567,313	\$16,289,460	\$34,856,773

The list below itemizes the Project's anticipated major deliverables for the extended Project Development Phase.

- Project Selection of a Locally Preferred Alternative (LPA)
- Adopt the LPA within the Metropolitan Council Transportation Policy Plan (TPP)
- Complete the environmental review process required under NEPA
- 30% Design Plans and corresponding cost estimate
- Develop sufficient information for FTA to develop a project rating
- Complete all PD phase requirements in accordance with FTA's CIG Policy Guidance:

Regional Railroad Authority

Request for Board Action

Item Number: 2023-501

Meeting Date: 11/21/2023

Sponsor: Property Management

Title

Easement Agreement with the City of Saint Paul for Kellogg/3rd Street and Bridge Replacement

Recommendation

1. Approve an easement agreement with the city of Saint Paul, 15 Kellogg Boulevard West, Saint Paul, MN 55102, on Ramsey County Regional Railroad Authority property, including Union Depot, adjacent Kellogg Boulevard for a one-time payment of \$800,000.
2. Authorize the County Manager to approve and execute the easement agreement in a form approved by the County Attorney's Office.

Background and Rationale

Ramsey County Regional Railroad Authority (RCRRA) is the owner of Union Depot and additional parcels adjacent to Kellogg Boulevard and the 3rd Street Bridge. The city of Saint Paul is undertaking the replacement of the Kellogg/3rd Street Bridge from Broadway to Mounds Boulevard. The new bridge will include expansion to accommodate the Gold Line transit route and allow for pedestrian biking and walking. The project is anticipated to begin in March 2024 and continue into 2027.

The city of Saint Paul is requesting permanent and temporary construction easements on RCRRA property immediately north and south of Kellogg Boulevard. The permanent easement allows expansion of Kellogg Boulevard between Broadway and Lafayette. The temporary easement allows for the use of RCRRA property adjacent to Kellogg Boulevard and the bridge for access, construction, and staging of equipment in the eastern parking lot of Union Depot.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The new Kellogg/3rd Street Bridge will provide a more reliable and accessible connection to the city of Saint Paul and Union Depot for people walking, biking, taking transit, and driving.

Community Participation Level and Impact

The city of Saint Paul has information on the project and community feedback on its website at <https://www.stpaul.gov/projects/public-works/pw2021kellogg3rdbridge>.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The city of Saint Paul is completing all aspects of this project at no cost to the county. The city of Saint Paul will make a one-time payment of \$800,000 to RCRRA for the easement agreement prior to commencing work on the project. The revenue received will offset parking revenue planned in the proposed 2024-2025 operating budget for Union Depot as the temporary easement area will displace over 300 surface lot parking spaces.

Last Previous Action

None.

Attachments

1. Easement Agreement with the city of Saint Paul

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 RCRRRA Property to enable City to construct the Project and to have, maintain, repair, and replace the Bridge.

H. RCRRRA and the City also desire and intend that RCRRRA grant to the City a temporary easement over and across a portion of the RCRRRA 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, RCRRRA 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 RCRRRA 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 RCRRRA 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 RCRRA 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 RCRRA 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 \$ [REDACTED] 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, RCRRRA may remove or otherwise dispose of Grantee's equipment or other property as RCRRRA 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