EXHIBIT A RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made this ____ day of June 2009, by and between Minnesota Ballpark Authority, a public body and political subdivision of the State of Minnesota (the "Authority") and the City of Minneapolis, a municipal corporation under the laws of Minnesota ("City").

I. RECITALS:

- A. The Authority is the owner of the real estate on which a new outdoor baseball facility and appurtenant facilities ("Target Field") are being constructed, which is described in Exhibit A attached hereto (the "Subject Property").
- B. For several years the City has been planning to construct the Cedar Lake Trail Phase III ("City Project") on the northwesterly portion of the Subject Property lying immediately adjacent to the BNSF Railway right of way. The Authority and the City agree that the City Project should be constructed on the portion of the Subject Property which is described in Exhibit B attached hereto ("Trail Parcels").
- C. The City has acquired federal and state grants to finance the acquisition of the right of way for the trail and construction of the trail within the right of way.
- D. The MBA desires that the new baseball facility be served by the Northstar Commuter Train, which is now under construction.
- E. The City, the Minnesota Department of Transportation, Metropolitan Council and the Northstar Corridor Development Authority have entered into an agreement under which the City has a duty to provide a temporary access to MnDOT and the Metropolitan Council for maintenance, emergency and repair vehicles over a portion of the Project right of way by August 1, 2009, to the Northstar commuter rail platform (which is adjacent to the new baseball facility) and the Council's Sewer Interceptor to facilitate issuance of a certificate of occupancy for facilities of the Northstar commuter train.
- F. There are previously constructed public improvements owned by City which are within the Subject Property and for which City has requested easements from MBA, some of which are within the proposed right of way of the City Project ("Utility Easements").
- G. City has requested that MBA grant City a permanent easement over the Trail Parcels to permit operation, maintenance and repair of the City Project and a temporary easement over the Subject Property to permit the City to construct the City Project.
- H. The City has retained an independent real estate appraiser to appraise the damages caused to the Subject Property by the granting of the proposed easements by MBA over the Trail Parcels for the City Project (but not for the Utility

Easements), and for the appraisal to be reviewed by the review appraiser. That review is not yet complete.

- I. The parties anticipate that they will ultimately be able to agree upon the amount of compensation which should be paid by City to MBA for the easements for the City Project, following receipt of the appraisal and review appraisal, but have not yet agreed upon the amount of compensation.
- J. MBA desires to permit the City, its agents, employees, contractors and invitees to enter upon the Subject Property immediately, so as to assure the City that it may begin construction of the City Project, in accordance with its currently proposed schedule for the City Project.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Right of Entry.</u> MBA hereby grants the City, its agents, employees, contractors and invitees permission to enter upon the Subject Property, at the City's discretion, for the purpose of construction of the City Project within the Trail Parcels (and related purposes). MBA represents that it owns the Subject Property, and therefore, has the sole and exclusive authority and right to enter into this Agreement.
- 2. <u>Indemnification of MBA</u>. In consideration for such Right of Entry, and subject to the limitations of Minn. Stat. § 466.04, the City agrees to and shall indemnify, defend and hold harmless MBA, its agents, officers, employees and members from and against any action, claim, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees and costs) resulting from: (a) any liens which may be attached to the Subject Property for labor or materials provided by or at the request of the City; (b) injury to or death of persons; (c) property damage; or (d) any claim, damage, action, loss or destruction whatsoever caused by the City's agents or contractors in connection with the City's entry upon the Subject Property, pursuant to this Agreement.
- 3. <u>Term.</u> This Agreement shall commence on the date above written and shall continue in effect until the filing in the offices of the County Recorder and Registrar of Titles of permanent easements for the benefit of the City over the Trail Parcels for the permanent operation, repair and maintenance of the City Project and until completion of construction of the City Project.
- 4. <u>Governing Law.</u> This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.
- 5. <u>Counterparts</u>. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

- 6. <u>Amendment</u>. This Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for the execution of this Agreement.
- 7. <u>Notices and Demands</u>. All notices, demands or other communications under this Agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by certified mail (return receipt requested) or registered mail, postage prepaid, properly addressed as follows:

To MBA: Minnesota Ballpark Authority

Attention: Executive Director 390 No. Grain Exchange Building

301 Fourth Avenue South Minneapolis, MN 55415

To CITY: City of Minneapolis

Department of Public Works

Attention: Director of Public Works

350 South Fifth Street

Minneapolis, MN 55415-1316

With a copy to: Jack Yuzna, P.E

309 Second Avenue South

Room 300

Minneapolis, MN 55401-2048

IN WITNESS WH	EREOF, the parties have	e caused this Agreem	ent to be duly	executed in
their names and behalves a	and on or as of the date f	irst above written:		

	public	NESOTA BALLPARK AUTHORITY, a body and political subdivision of the State of esota (Owner)
	Ву:	Steve Cramer, Chair
	Ву:	Daniel R. Kenney, Executive Director
STATE OF MINNESOTA COUNTY OF HENNEPIN ss.		
Steve Cramer and Daniel R. Kenney, the	e Chair a	ged before me this day of June 2009, by nd the Executive Director, respectively, of the political subdivision of the State of Minnesota,
	Notar	y Public

CITY OF MINNEAPOLIS

By:		
Dy.	Patrick Born Finance Officer	
	rtment Head Responsible Monitoring Contract:	
By:	Steve Kotke Director of Public Works	
Appr	oved as to form:	
 Nikki	Newman Assistant City Attorney	
	TTE OF MINNESOTA JNTY OF HENNEPIN ss.	
		knowledged before me this day of June 2009, by City of Minneapolis, a Minnesota municipal corporation
		Notary Public
	TTE OF MINNESOTA JNTY OF HENNEPIN ss.	
		knowledged before me this day of June 2009, by the city of Minneapolis, a Minnesota municipal prporation.
		Notary Public

THIS INSTRUMENT DRAFTED BY: Kennedy & Graven, Chartered 470 US Bank Plaza Minneapolis, MN 55402 (RJL) (612) 337-9300