

By Colvin Roy

Approving Stipulation of Partial Settlement with BNSF Railway Company for Cedar Lake Trail - Phase III.

Whereas, the City of Minneapolis (the "City") completed Phase I and Phase II of the Cedar Lake Trail between the West City limits and Royalston Avenue in 1995; and

Whereas, extension of the Cedar Lake Trail from Royalston Avenue to the Mississippi River ("Cedar Lake Trail Phase III a/k/a Cedar Lake Bike Trail Phase III") is a high priority for the City of Minneapolis ("City") and its residents; and

Whereas, BNSF Railway Company ("BNSF") is the fee owner of real property lying between Azine Alley and Royalston Avenue which the City desires to cross with the Cedar Lake Trail – Phase III, and which is legally described in Exhibit A attached hereto ("Easement Parcels"); and

Whereas, the City staff and counsel retained by the City have negotiated a proposed Stipulation of Partial Settlement in pending eminent domain proceedings which, if approved, will result in issuance of orders in the eminent domain proceedings which will authorize the City to construct, operate, maintain and repair the Cedar Lake Trail across the Easement Parcels in accordance with plans and specifications prepared on behalf of the City and approved by BNSF; and

Whereas, construction of the trail is scheduled to be commenced and completed in 2010; and

Whereas, under the proposed Stipulation of Partial Settlement and pursuant to an independent appraisal of the damages caused by the City's acquisition of the easement, the City will pay BNSF \$422,108.68 (which is the appraised value of the damages caused by the City's acquisition of the easements) in partial payment of the total amount of compensation which ultimately will be determined to be due in the pending eminent domain proceeding as a result of the City's acquisition of easements over the Easement Parcels; and

Whereas, the proposed Stipulation of Partial Settlement will satisfy the provisions of the deed restriction in favor of BNSF which encumbers a portion of the proposed Cedar Lake Trail route through Minnesota Ballpark Authority property ("Parcels 2 through 5") which deed restriction prohibits use of Parcels 2 through 5 for trail purposes unless the City enters into a liability and operations agreement with BNSF;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That upon approval of the proposed Stipulation of Partial Settlement by the City Attorney, the City Finance Officer is authorized to execute the Stipulation of Partial Settlement on behalf of the City and to pay BNSF Railway Company the amount described in the Stipulation of Partial Settlement between the City and BNSF Railway Company.

[Exhibit A follows on next page]

EXHIBIT A

Legal Descriptions of the Easements To Be Acquired

Parcel No. 16 (Affects Tax Parcel No. 22-029-24-13-0107):

Property Address: 405 Washington Avenue North
Minneapolis, Minnesota

Description of Easement Being Acquired:

A permanent easement for the construction, operation, repair, maintenance, and reconstruction of a recreational trail and its appurtenances (including, but not limited to, storm sewer, communication facilities, and other utility facilities ancillary to said recreational trail, use of said trail for bicycle and foot travel, and use of said trail by maintenance vehicles, law enforcement vehicles, and emergency vehicles) on, upon, over, under, and across that part of Lots 2, 15 and 16, Block 22, **BRADFORD AND LEWIS ADDITION TO MINNEAPOLIS**, Hennepin County, Minnesota and that part of the abandoned alley within said Block 22 lying northerly of the following described "Line A":

"Line A" is described as beginning at a point on the Southwesterly line of Block 10, HOAG'S ADDITION TO MINNEAPOLIS, said Hennepin County, distant 29.27 feet Northwesterly from the most Southerly corner of said Block 10; thence Northeasterly along a straight line to a point in the Southwesterly line of said Block 22, distant 107.48 feet Northwesterly from the most Southerly corner of said Block 22; thence Northeasterly along the prolongation of the last described line 105.27 feet; thence Northeasterly along a non-tangential curve concave to the South having a radius of 1875.86 feet, the chord of said curve is measured 13 degrees 24 minutes 52 seconds to the right from said prolongation of the last described line to the Northeasterly line of said Block 22 and said "Line A" there terminating.

The permanent easement to be acquired is that part of the above-described property that lies 9.00 feet northwesterly and 14.00 feet southeasterly of the following described line: Commencing at the most southerly corner of said Block 10; thence North 45 degrees 01 minutes 39 seconds West, assumed bearing along the southwesterly line of said Block 10, a distance of 17.87 feet to the point of beginning; thence North 45 degrees 03 minutes 49 seconds East a distance of 88.06 feet; thence northeasterly along a tangential curve concave to the southeast having a radius of 1000.00 feet and a central angle of 01 degrees 08 minutes 45 seconds for a distance of 20.00 feet; thence North 46 degrees 12 minutes 34 seconds East, tangent to said curve a distance of 29.86 feet; thence northeasterly along a tangential curve concave to the northwest having a radius of 1015.00 feet and a central angle of 01 degrees 08 minutes 45 seconds for a distance of 20.30 feet; thence North 45 degrees 03 minutes 49 seconds East, tangent to last described curve, a distance of 400.40 feet; thence northeasterly along a tangential curve concave to the southeast having a radius of 550.00 feet and central angle of 18 degrees 33 minutes 00 seconds for a distance of 178.07 feet; thence

North 63 degrees 36 minutes 51 seconds East a distance of 30.17 feet to the northeasterly line of said Block 22 and said line there terminating.

The sidelines of said permanent easement shall be prolonged or shortened to intersect said "Line A" and said Northeasterly line of said Block 22.

According to the map or plat thereof on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota.

The area of the permanent easement is 3,072 square feet.

Interests Being Encumbered:

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all interests in the above described real property, and to acquire all rights and possession thereof including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
BNSF Railway Company, a Delaware corporation (fka Burlington Northern, Inc.; fka Burlington Northern Railroad Company; fka Great Northern Pacific & Burlington Lines, Inc.; fka Burlington Northern Transportation Company; and fka The Burlington Northern and Santa Fe Railway Company)	Fee Owner
Metropolitan Council, an agency of the State of Minnesota	Lessee pursuant to Memorandum of Lease for the Minneapolis Track Lease Agreement, dated May 31, 2007, recorded August 21, 2009, as document No. A9408283 between BNSF, as Lessor, and Metropolitan Council, as Lessee, relating to the Northstar Commuter Rail Operation.
State of Minnesota Commissioner of Transportation	Easement pursuant to Memorandum of Easement recorded in Hennepin County, dated May 31, 2007, recorded June 4, 2007, as Document No. 8987896; Memorandum of Easement recorded in Hennepin County, dated December 11, 2007, recorded January 17, 2008, as Document No. 9087080; Memorandum of Easement recorded in Hennepin County, dated May 30, 2008, recorded June 24, 2008, as Document 9151008; Memorandum of Easement recorded in Hennepin County, dated March 21, 2009, recorded April 2, 2009, as Document No. A9229151. "Purchase and Sale Agreement" dated as of March 7, 2007, by and between BNSF, as Seller, and the State of Minnesota, as Buyer.
Northstar Corridor Development Authority	Possible holder of an interest
U. S. Bank Trust National Association, a National Banking Association, (successor to First Trust of New York, National Association and Morgan Guaranty Trust Company of New York), as Trustee; and Laura Roberson of St. Louis, Missouri (successor to Bartlett Ford, Jacob M. Ford, II and W. A. Johnson), as Trustee	Mortgagees under Consolidated Mortgage dated March 2, 1970, given by Burlington Northern, Inc., as amended, and supplemented
City of Minneapolis	Special Assessments

Parcel No. 17: (Permanent easement affects Tax Parcel No. 22-029-24-14-0163)
(Temporary easement affects Tax Parcels Nos. 22-029-24-14-0157
and 22-029-24-14-0163)

Property Address: 332 1/2 Washington Avenue North
Minneapolis, Minnesota

Description of Easements Being Acquired:

A permanent easement for the construction, operation, repair, maintenance, and reconstruction of a recreational trail and its appurtenances (including, but not limited to, storm sewer, communication facilities, and other utility facilities ancillary to said recreational trail, use of said trail for bicycle and foot travel, and use of said trail by maintenance vehicles, law enforcement vehicles, and emergency vehicles) on, upon, over, under, and across that portion of Block 33, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota, together with the 16.0 foot wide alley within said Block, described as follows:

Commencing at the most Westerly corner of said Block 33; thence Northeasterly along the Northwesterly line thereof a distance of 120.00 feet to the True Point of Beginning of the parcel to be described; thence Northeasterly along a straight line to a point on the Northeasterly line of said Block 33 distant 75.0 feet Southeasterly of the most Northerly corner of said Block 33, as measured along the Northeasterly line thereof; thence Southeasterly along said Northeasterly line a distance of 13.55 feet; thence Southwesterly along a straight line to the point of intersection with said Northwesterly line of Block 33 distant 80.66 feet Northeasterly from the most Westerly corner of Block 33; thence Northeasterly along said Northwesterly line to the True Point of Beginning.

and

That part of Block 33, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota described as lying Northwesterly of a line running from a point on the Northwesterly line of said Block 33 distant 120 feet Northeasterly from the most Westerly corner of said Block 33 to a point on the Northeasterly line of said Block 33 distant 75.00 feet Southeasterly from the most Northerly corner of said Block 33.

The permanent easement to be acquired is that part of the above-described property that lies within 10.00 feet northerly of the following described centerline:

Commencing at the most Westerly Corner of said Block 33; thence on an assumed bearing North 44 degrees 38 minutes 50 seconds East, along the Northwesterly line of said Block 33, a distance of 65.36 feet to the point of beginning; thence North 63 degrees 36 minutes 51 seconds East a distance of 195.96 feet; thence Northeasterly along a tangential curve concave to the southeast having a radius of 15,000.00 feet and a central angle of 00 degrees 12 minutes 27 seconds for a distance of 54.30 feet; thence North 63 degrees 49

minutes 17 seconds East, tangent to said curve, for a distance of 41.61 feet to the Northeasterly line of said Block 33 and said line there terminating.

The sidelines of said permanent easement shall be prolonged or shortened to intersect the Northwesterly and Northeasterly lines of said Block 33.

Together with a temporary 10-foot-wide easement for construction and access purposes that lies northwesterly of and adjacent to said permanent easement. The sidelines of said temporary easement shall be prolonged or shortened to intersect the Northwesterly and Northeasterly lines of said Block 33.

The temporary easement shall commence on April 1, 2010 and shall expire on the earlier of (i) completion of the construction work, as determined by the City of Minneapolis project manager, or (ii) 11:59:59 p.m. central standard time, December 31, 2010.

According to the map or plat thereof on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota.

The area of the permanent easement is 1,202 square feet.

The area of the temporary easement is 2,431 square feet.

Interests Being Encumbered:

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all interests in the above described real property, and to acquire all rights and possession thereof including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
BNSF Railway Company, a Delaware corporation (fka Burlington Northern, Inc.; fka Burlington Northern Railroad Company; fka Great Northern Pacific & Burlington Lines, Inc.; fka Burlington Northern Transportation Company; and fka The Burlington Northern and Santa Fe Railway Company)	Fee Owner
Metropolitan Council, an agency of the State of Minnesota	Lessee pursuant to Memorandum of Lease for the Minneapolis Track Lease Agreement, dated May 31, 2007, recorded August 21, 2009, as document No. A9408283 between BNSF, as Lessor, and Metropolitan Council, as Lessee, relating to the Northstar Commuter Rail Operation
State of Minnesota Commissioner of Transportation	Easement pursuant to Memorandum of Easement recorded in Hennepin County, dated May 31, 2007, recorded June 4, 2007, as Document No. 8987896; Memorandum of Easement recorded in Hennepin County, dated December 11, 2007, recorded January 17, 2008, as Document No. 9087080; Memorandum of Easement recorded in Hennepin County, dated May 30, 2008, recorded June 24, 2008, as Document 9151008; Memorandum of Easement recorded in Hennepin County, dated March 21, 2009, recorded April 2, 2009, as Document No. A9229151. "Purchase and Sale Agreement" dated as of March 7, 2007, by and between BNSF, as Seller, and the State of Minnesota, as Buyer.
Northstar Corridor Development Authority	Possible holder of an interest
U. S. Bank Trust National Association, a National Banking Association, (successor to First Trust of New York, National Association and Morgan Guaranty Trust Company of New York), as Trustee; and Laura Roberson of St. Louis, Missouri (successor to Bartlett Ford, Jacob M. Ford, II and W. A. Johnson), as Trustee	Mortgagees under Consolidated Mortgage dated March 2, 1970, given by Burlington Northern, Inc., as amended, and supplemented
City of Minneapolis	Special Assessments

Parcel No. 19

(Affects Tax Parcel No. 22-029-24-14-0528)

Property Address: 322 Second Street North
Minneapolis, Minnesota

Description of Easements Being Acquired:

A permanent easement for the construction, operation, repair, maintenance, and reconstruction of a recreational trail and its appurtenances (including, but not limited to, storm sewer and other utility facilities ancillary to said recreational trail, use of said trail for bicycle and foot travel, and use of said trail by maintenance vehicles, law enforcement vehicles, and emergency vehicles) on, upon, over, under, and across that part of Lots 1, 2, 3, 7, 8, 9, 10, and 11, and the vacated alley, all in Block 26, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota lying southeasterly of REGISTERED LAND SURVEY NO. 1741, said Hennepin County and also lying northerly of a line running parallel with and 25 feet southerly of the hereinafter described Line 1:

and

That part of Lot 2, Block 26, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota lying southerly of a line running parallel with and 25 feet southerly of the following described Line 1:

Line 1: From the point of intersection of the centerline of 3rd Avenue North and the centerline of Washington Avenue North, in the City of Minneapolis, run northwesterly on an azimuth of 314 degrees 20 minutes 02 seconds (azimuth oriented to Minnesota State Plane Coordinate System, South Zone) for 448.40 feet to the point of beginning of Line 1; thence on an azimuth of 63 degrees 16 minutes 41 seconds for 771.37 feet; thence deflect to the right on a 01 degree 00 minute 00 second curve (delta angle of 06 degrees 31 minutes 15 seconds) for 652.08 feet and there terminating.

The permanent easement to be acquired is that part of the above-described property that lies 10.00 feet on both sides of the following described centerline:

Commencing at the most westerly corner of said Lot 3; thence on an assumed bearing of North 45 degrees 18 minutes 14 seconds West, along the southwesterly line of said Block 26, a distance of 9.76 feet to the point of beginning of the centerline to be described; thence North 63 degrees 49 minutes 17 seconds East a distance of 246.93 feet; thence Northeasterly along a tangential curve concave to the southeast, said curve having a radius of 3000.00 feet and a central angle of 01 degrees 33 minutes 49 seconds for a distance of 81.87 feet; thence North 65 degrees 23 minutes 06 seconds East, tangent to said curve, for a distance of 32.18 feet to the intersection with the northeasterly line of said Block 26 and said line there terminating.

The sidelines of said permanent easement shall be prolonged or shortened to intersect said southwesterly line of said Block 26 and the northeasterly line of said Block 26.

Together with a temporary 10-foot-wide easement for construction and access purposes that lies northwesterly of a line lying 10.00 feet northwesterly of the above-described centerline and its extensions and also lying southeasterly of a line lying 20.00 feet northwesterly of the above-described centerline and its extensions. The sidelines of said temporary easement shall be prolonged or shortened to intersect said southwesterly line of said Block 26 and the northeasterly line of said Block 26.

The temporary easement shall commence on April 1, 2010 and shall expire on the earlier of (i) completion of the construction work, as determined by the City of Minneapolis project manager, or (ii) 11:59:59 p.m. central standard time, December 31, 2010.

According to the map or plat thereof on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota.

The area of the permanent easement is 1,754 square feet.

The area of the temporary easement is 3,610 square feet.

Interests Being Encumbered:

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all interests in the above described real property, and to acquire all rights and possession thereof including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
BNSF Railway Company, a Delaware corporation (fka Burlington Northern, Inc.; fka Burlington Northern Railroad Company; fka Great Northern Pacific & Burlington Lines, Inc.; fka Burlington Northern Transportation Company; and fka The Burlington Northern and Santa Fe Railway Company)	Fee Owner
Metropolitan Council, an agency of the State of Minnesota	Lessee pursuant to Memorandum of Lease for the Minneapolis Track Lease Agreement, dated May 31, 2007, recorded August 21, 2009, as document No. A9408283 between BNSF, as Lessor, and Metropolitan Council, as Lessee, relating to the Northstar Commuter Rail Operation
State of Minnesota Commissioner of Transportation	Easement pursuant to Memorandum of Easement recorded in Hennepin County, dated May 31, 2007, recorded June 4, 2007, as Document No. 8987896; Memorandum of Easement recorded in Hennepin County, dated December 11, 2007, recorded January 17, 2008, as Document No. 9087080; Memorandum of Easement recorded in Hennepin County, dated May 30, 2008, recorded June 24, 2008, as Document 9151008; Memorandum of Easement recorded in Hennepin County dated March 21, 2009, recorded April 2, 2009, as Document No. A9229151. "Purchase and Sale Agreement" dated as of March 7, 2007, by and between BNSF, as Seller, and the State of Minnesota, as Buyer.
Northstar Corridor Development Authority	Possible holder of an interest
U. S. Bank Trust National Association, a National Banking Association, (successor to First Trust of New York, National Association and Morgan Guaranty Trust Company of New York), as Trustee; and Laura Roberson of St. Louis Missouri (successor to Bartlett Ford, Jacob M. Ford, II and W. A. Johnson), as Trustee	Mortgagees under Consolidated Mortgage dated March 2, 1970, given by Burlington Northern, Inc., as amended, and supplemented
City of Minneapolis	Special Assessments

Parcel No. 24

(Affects Tax Parcel No. 22-029-24-14-0008)

Property Address: 300 First Street North
Minneapolis, Minnesota

Description of Easements Being Acquired:

A permanent easement for the construction, operation, repair, maintenance, and reconstruction of a recreational trail and its appurtenances (including, but not limited to, storm sewer and other utility facilities ancillary to said recreational trail, use of said trail for bicycle and foot travel, and use of said trail by maintenance vehicles, law enforcement vehicles, and emergency vehicles) on, upon, over, under, and across the BNSF Railway Company right-of-way crossing Lots 4, 5, 6, 7 and 8, Block 9, TOWN OF MINNEAPOLIS, Hennepin County, Minnesota and the vacated alley in said Block 9.

The permanent easement to be acquired is that part of the above-described property that lies 10.00 feet on both sides of the following described centerline:

Commencing at the most southerly corner of said Block 9; thence on an assumed bearing of North 45 degrees 13 minutes 59 seconds West, along the southwesterly line of said Block 9, a distance of 60.96 feet to the point of beginning of the centerline to be described; thence North 65 degrees 23 minutes 06 seconds East a distance of 71.69 feet; thence Northeasterly along a tangential curve concave to the southeast, said curve having a radius of 1000.00 feet and a central angle of 04 degrees 45 minutes 42 seconds for a distance of 83.11 feet; thence North 70 degrees 08 minutes 48 seconds East, tangent to said curve, to the intersection with the southeasterly line of said Block 9 and said centerline there terminating.

The sidelines of said permanent easement shall be prolonged or shortened to intersect said southwesterly and southeasterly lines of said Block 9.

Together with a temporary 10-foot-wide easement for construction and access purposes that lies northwesterly of a line lying 10.00 feet northwesterly of the above-described centerline and its extensions and also lying southeasterly of a line lying 20.00 feet northwesterly of the above-described centerline and its extensions. The sidelines of said temporary easement shall be prolonged or shortened to intersect said southwesterly line and the southeasterly line of said Block 9.

The temporary easement shall commence on April 1, 2010 and shall expire on the earlier of (i) completion of the construction work, as determined by the City of Minneapolis project manager, or (ii) 11:59:59 p.m. central standard time, December 31, 2010.

The area of the permanent easement is 1134 square feet.

The area of the temporary easement is 2006 square feet.

Interests Being Encumbered:

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all interests in the above described real property, and to acquire all rights and possession thereof including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
BNSF Railway Company, a Delaware corporation (fka Burlington Northern, Inc.; fka Burlington Northern Railroad Company; fka Great Northern Pacific & Burlington Lines, Inc.; fka Burlington Northern Transportation Company; and fka The Burlington Northern and Santa Fe Railway Company);	Fee Owner
Metropolitan Council, an agency of the State of Minnesota	Lessee pursuant to Memorandum of Lease for the Minneapolis Track Lease Agreement, dated May 31, 2007, recorded August 21, 2009, as document No. A9408283 between BNSF, as Lessor, and Metropolitan Council, as Lessee, relating to the Northstar Commuter Rail Operation
State of Minnesota Commissioner of Transportation	Easement pursuant to Memorandum of Easement recorded in Hennepin County, dated May 31, 2007, recorded June 4, 2007, as Document No. 8987896; Memorandum of Easement recorded in Hennepin County, dated December 11, 2007, recorded January 17, 2008, as Document No. 9087080; Memorandum of Easement recorded in Hennepin County, dated May 30, 2008, recorded June 24, 2008, as Document 9151008; Memorandum of Easement recorded in Hennepin County, dated March 21, 2009, recorded April 2, 2009, as Document No. A9229151. "Purchase and Sale Agreement" dated as of March 7, 2007, by and between BNSF, as Seller, and the State of Minnesota, as Buyer.
Northstar Corridor Development Authority	Possible holder of an interest
U. S. Bank Trust National Association, a National Banking Association, (successor to First Trust of New York, National Association and Morgan Guaranty Trust Company of New York), as Trustee; and Laura Roberson of St. Louis, Missouri (successor to Bartlett Ford, Jacob M. Ford, II and W. A. Johnson), as Trustee	Mortgagees under Consolidated Mortgage dated March 2, 1970, given by Burlington Northern, Inc., as amended, and supplemented
City of Minneapolis	Special Assessments

Parcels No. 2 through 5: [Affects Tax Parcel Nos.
22-029-24-34-0008 (Parcel 2),
22-029-24-31-0058 (Parcel 3),
22-029-24-31-0051 (Parcel 4),
22-029-24-31-0058 (Parcel 5)]

Property Address: Property adjoins southeasterly side of BNSF Railway Company right of way between Royalston Avenue and the northwesterly prolongation of Third Street North in the City of Minneapolis, MN.

Description of Parent Parcel (“Authority Property”):

Those parts of the following 6 Parcels:

Parcel 1.

Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12, Block 3; and
Lots 1, 2, 3, 4, 9, 10 and 11, Block 6;
Wilson Bell and Wagner’s Addition to Minneapolis;

Vacated or to be vacated 11th Street North (dedicated in the plat of Wilson Bell and Wagner’s Addition to Minneapolis as GROVE ST.) and vacated or to be vacated Holden Street (dedicated in the plat of Wilson Bell and Wagner’s Addition to Minneapolis as 6th St.);

Parcel 2.

Lot 13, Block 3, CAMP and WALKER’S ADDITION TO MINNEAPOLIS, Except that part of said lot lying within “Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis”;

Parcel 3.

Lots 1, 2, 3, 4, 5, 10, 11, 12 and 13, Block 3; and
Lots 1 through 7, inclusive, Block 2;
“Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis”;

Vacated or to be vacated THIRD AVENUE NORTH and vacated or to be vacated SEVENTH STREET NORTH, dedicated in the plat of “Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis”;

Vacated or to be vacated THIRD AVENUE NORTH and vacated or to be vacated SEVENTH STREET NORTH, dedicated in the plat of CAMP and WALKER’S ADDITION TO MINNEAPOLIS;

Parcel 4.

Lots 3 and 8, Block 85; and
Lots 1 through 10, inclusive, Block 4; and
Lots 1, 2 and 10, Block 5;
HOAG'S ADDITION TO MINNEAPOLIS;

Vacated or to be vacated THIRD AVENUE NORTH (dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS as ITASKA STREET), vacated or abandoned FOURTH AVENUE NORTH (dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS as DACOTA STREET), and vacated or abandoned SIXTH STREET and FIFTH STREET, dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS;

Parcel 5.

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11, Except that part of said land lying within Block 3, Wilson Bell and Wagner's Addition to Minneapolis;

Parcel 6.

The unplatted parts of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 22, Township 29, Range 24;

described as follows:

Commencing at the southwest corner of Section 22, Township 29, Range 24; thence, along the west line of said Section 22, on an assumed bearing of North 0 degrees 01 minute 47 seconds East, a distance of 886.34 feet; thence South 85 degrees 09 minutes 04 seconds East a distance of 1722.10 feet; thence easterly on a non-tangential curve, concave to the north, having a radius of 170.00 feet, a central angle of 22 degrees 46 minutes 53 seconds and a chord which bears North 78 degrees 44 minutes 17 seconds East, a distance of 67.59 feet to a point on the westerly line of Lot 9, Block 6, Wilson Bell and Wagner's Addition to Minneapolis and the actual point of beginning of the land to be described; thence continue northeasterly on the last described curve, concave to the northwest, having a radius of 170.00 feet and a central angle of 26 degrees 04 minutes 18 seconds and a chord which bears North 54 degrees 18 minutes 42 seconds East, a distance of 77.37 feet; thence North 41 degrees 16 minutes 32 seconds East tangent to said curve a distance of 523.93 feet; thence northeasterly on a non-tangential curve, concave to the southeast, having a radius 1694.42 feet, a central angle of 8 degrees 57 minutes 40 seconds and a chord which bears North 50 degrees 37 minutes 16 seconds East, a distance of 265.01 feet to the

center line of SEVENTH STREET NORTH, as dedicated in "Rearrangement of Blocks two (2) and three (3) of Camp and Walkers Addition to Minneapolis"; thence South 44 degrees 56 minutes 07 seconds East, along said center line, a distance of 123.46 feet; thence North 54 degrees 02 minutes 33 seconds East a distance of 55.06 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 4.03 feet; thence North 49 degrees 44 minutes 44 seconds East a distance of 9.51 feet; thence South 43 degrees 16 minutes 02 seconds East a distance of 18.65 feet; thence northeasterly on a non-tangential curve, concave to the northwest, having a radius of 14086.50 feet, a central angle of 00 degrees 20 minutes 13 seconds and a chord which bears North 57 degrees 07 minutes 01 second East, a distance of 82.84 feet; thence North 56 degrees 56 minutes 54 seconds East not tangent to said curve a distance of 28.13 feet; thence deflect to the left on a tangential curve, having a radius of 959.02 feet and a central angle of 12 degrees 18 minutes 40 seconds, a distance of 206.06 feet to a point of compound curvature; thence deflect to the left on a tangential curve, having a radius of 1039.99 feet and a central angle of 06 degrees 12 minutes 46 seconds, a distance of 112.77 feet; thence North 39 degrees 40 minutes 10 seconds East a distance of 46.91 feet; thence North 35 degrees 19 minutes 24 seconds East a distance of 38.40 feet; thence deflect to the right on a tangential curve, having a radius of 801.98 feet and a central angle of 09 degrees 46 minutes 26 seconds, a distance of 136.81 feet; thence North 45 degrees 05 minutes 50 seconds East a distance of 54.36 feet; thence North 44 degrees 54 minutes 10 seconds West a distance of 3.89 feet; thence North 45 degrees 05 minutes 08 seconds East a distance of 12.55 feet; thence North 00 degrees 02 minutes 39 seconds East a distance of 22.42 feet to the northwesterly line of THIRD AVENUE NORTH (dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS as ITASKA STREET); thence North 44 degrees 30 minutes 52 seconds East, along said northwesterly line, a distance of 39.03 feet to the centerline of vacated or abandoned FIFTH STREET NORTH, as dedicated in the plat of HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 59 minutes 51 seconds West, along said centerline, a distance of 30.65 feet to an intersection with a line drawn at right angles from the northeasterly line of Block 4, HOAG'S ADDITION TO MINNEAPOLIS from a point on said northeasterly line distant 31 feet northwesterly from the most easterly corner of said Block 4; thence South 45 degrees 00 minutes 09 seconds West, along said line drawn at right angles from the northeasterly line of said Block 4 a distance of 41.23 feet to the northeasterly line of said Block 4; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 105.82 feet to an intersection with the southwesterly extension of the northwesterly line of the southeasterly 2.64 feet of Lot 3, Block 85, HOAG'S ADDITION TO MINNEAPOLIS; thence North 44 degrees 43 minutes 45 seconds East, along said southwesterly extension, a distance of 82.45 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along the southwesterly line of said Block 85, a distance of 35.36 feet to the most southerly corner of the northwesterly 26.00 feet of the southeasterly 64.00 feet of Lot 3, said BLOCK 85; thence North 44 degrees 43 minutes 45 seconds East, along the southeasterly line of the

northwesterly 26.00 feet of the southeasterly 64.00 feet of Lots 3 and 8, said Block 85, a distance of 340.00 feet to the northeasterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line, a distance of 26.00 feet to the most northerly corner of the southeasterly 64.00 feet of Lot 8, said Block 85; thence South 44 degrees 43 minutes 45 seconds West, along the northwesterly line of the southeasterly 64.00 feet of Lots 3 and 8, said Block 85, a distance of 340.00 feet to the southwesterly line of said Block 85; thence North 44 degrees 59 minutes 51 seconds West, along said southwesterly line and along a line drawn from the most westerly corner of said Block 85 to the most southerly corner of Block 9, HOAG'S ADDITION TO MINNEAPOLIS, and along the southwesterly line of said Block 9, a distance of 293.66 feet to an intersection with a line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000; thence South 45 degrees 06 minutes 27 seconds West, along said parallel line, a distance of 214.11 feet to a point hereinafter referred to as Point A; thence continuing South 45 degrees 06 minutes 27 seconds West, along said parallel line, a distance of 89.74 feet to a point hereinafter referred to as Point B; thence South 63 degrees 38 minutes 00 seconds West a distance of 17.84 feet; thence South 57 degrees 04 minutes 22 seconds West a distance of 82.18 feet; thence South 49 degrees 21 minutes 28 seconds West a distance of 125.35 feet; thence South 45 degrees 52 minutes 40 seconds West a distance of 138.40 feet; thence South 40 degrees 30 minutes 48 seconds West a distance of 95.19 feet; thence South 30 degrees 52 minutes 01 second West a distance of 42.41 feet; thence South 35 degrees 37 minutes 59 seconds West a distance of 95.92 feet to a point hereinafter referred to as Point C; thence South 35 degrees 34 minutes 55 seconds West a distance of 26.88 feet; thence southwesterly on a non-tangential curve concave to the northwest, having a radius of 623.80 feet, a central angle of 09 degrees 32 minutes 24 seconds and a chord which bears South 40 degrees 19 minutes 54 seconds West, a distance of 103.87 feet; thence South 45 degrees 06 minutes 06 seconds West a distance of 112.72 feet; thence southwesterly on a non-tangential curve concave to the southeast, having a radius of 2826.93 feet, a central angle of 02 degrees 48 minutes 55 seconds and a chord which bears South 43 degrees 35 minutes 07 seconds West, a distance of 138.91 feet; thence South 42 degrees 10 minutes 39 seconds West a distance of 155.83 feet; thence southwesterly and southerly on a tangential curve concave to the east, having a radius of 100.12 feet and a central angle of 48 degrees 41 minutes 58 seconds, a distance of 85.10 feet to a southeasterly boundary line of HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO. 11; thence South 52 degrees 13 minutes 40 seconds West, along said southeasterly boundary line, a distance of 58.79 feet to the southerly line of Block 3, Wilson Bell and Wagner's Addition to Minneapolis; thence South 89 degrees 55 minutes 59 seconds East, along said southerly line, a distance of 81.40 feet; thence southeasterly on a non-tangential curve concave to the northeast, having a radius of 80.12 feet, a central angle of 05 degrees 16 minutes 44 seconds and a chord which bears South 38 degrees 58 minutes 37

seconds East, a distance of 7.38 feet; thence southeasterly on a reverse curve concave to the southwest, having a radius of 142.83 feet and a central angle of 25 degrees 07 minutes 15 seconds, a distance of 62.62 feet to the northerly line of Block 6, Wilson Bell and Wagner's Addition to Minneapolis; thence North 89 degrees 55 minutes 59 seconds West, along said northerly line, a distance of 35.07 feet, to the northwest corner of Lot 4, Block 6, Wilson Bell and Wagner's Addition to Minneapolis; thence South 00 degrees 04 minutes 30 seconds West, along the westerly line of said Lot 4 and the westerly line of Lot 9, said Block 6, a distance of 261.66 feet to the point of beginning.

Description of Easement Being Acquired

A permanent easement for the construction, operation, repair, maintenance, and reconstruction of a recreational trail and its appurtenances (including, but not limited to, storm sewer, communications facilities, and other utility facilities ancillary to said recreational trail, use of said trail for bicycle and foot travel, and use of said trail by maintenance vehicles, law enforcement vehicles, and emergency vehicles) on, upon, over, under and across the Authority Property as described below:

All that part of the above described Authority Property which lies westerly and northwesterly of the hereinafter described "Line 1", except that part thereof which lies northwesterly and northerly of the hereinafter described "Line 2"; and except that part thereof which lies southerly of the hereinafter described "Line 3"; also except that part of said Authority Property which lies northwesterly and westerly of a line drawn parallel with and distant 18.00 feet northwesterly and westerly of said "Line 1", said line drawn parallel with and distant 18.00 feet northwesterly and westerly of "Line 1" shall begin on the westerly line of said Authority Property and terminate on the southerly line of Holden Street, as dedicated by the recorded plat of Wilson Bell and Wagner's Addition to Minneapolis; also except that part of said Authority Property lying westerly and northwesterly of said "Line 1" which lies northeasterly of a tangential line drawn through and extending northwesterly from the point of reverse curvature as described in said "Line 1" and which lies southeasterly of a tangential line drawn through and extending southwestwardly from the most northerly point of tangency of the reverse curve as described in said "Line 1"; also except those parts thereof on which Ballpark structural members or other Ballpark improvements now or hereafter exist.

"Line 1":

"Line 1" is described as beginning at the most southerly corner of said Authority Property; thence northeasterly for 32.60 feet along a non-tangential curve, concave to the northwest, having a radius of 170.00 feet, a central angle of 10 degrees 59 minutes 17 seconds, and a chord which bears North 61 degrees 51 minutes 12 seconds East; thence northerly for 40.67 feet along a non-tangential curve, concave to the west, having a radius of 65.00 feet, a central angle of 35 degrees 50 minutes 59 seconds, and a chord which bears North 18 degrees 00 minutes 05 seconds East; thence North 00 degrees 04 minutes 36 seconds East for 167.47 feet; thence northwesterly for 103.93 feet along a tangential curve,

concave to the southwest, having a radius of 142.83 feet, and a central angle of 41 degrees 41 minutes 35 seconds, to a point of reverse curvature; thence northerly for 117.17 feet along a tangential curve, concave to the east, having a radius of 80.12 feet and a central angle of 83 degrees 47 minutes 38 seconds; thence North 42 degrees 10 minutes 39 seconds East for 155.83 feet; thence northeasterly for 137.90 feet along a tangential curve, concave to the southeast, having a radius of 2806.93 feet and a central angle of 02 degrees 48 minutes 54 seconds; thence North 45 degrees 06 minutes 06 seconds East, not tangent to last described curve, for 112.70 feet; thence northeasterly for 107.18 feet along a tangential curve, concave to the northwest, having a radius of 643.80 feet and a central angle of 09 degrees 32 minutes 20 seconds; thence North 35 degrees 38 minutes 05 seconds East, not tangent to last described curve, for 119.33 feet to the southwesterly exterior wall of the Ballpark at Service Level; thence northwesterly and northeasterly along and immediately outside of said southwesterly exterior wall and the northwesterly exterior wall of the Ballpark at Service Level to a point on a line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000, distant 105.84 feet northeasterly from POINT C, as defined in Exhibit A, as measured along said parallel line, which has a bearing of North 45 degrees 06 minutes 27 seconds East; thence continue northeasterly along said northwesterly exterior wall of the Ballpark at Service Level to a point on said line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000, distant 87.53 feet southwesterly from POINT B, as defined in Exhibit A, as measured along said parallel line; thence continue northeasterly, easterly, and southeasterly along said northwesterly exterior wall, along the northerly exterior wall, and along the northeasterly exterior wall of the Ballpark at Service Level to the intersection with a line which has a bearing of South 44 degrees 49 minutes 25 seconds West and is drawn from a point on the northeasterly boundary of the Authority Property distant 36.16 feet southeasterly of the termination of the hereinafter described "Line 2", as measured along said northeasterly line; thence North 44 degrees 49 minutes 25 seconds East for 114.87 feet, more or less, to said northeasterly line and said "Line 1" there terminating.

"Line 2":

"Line 2" is described as commencing at POINT B, as defined in Exhibit A; thence South 45 degrees 06 minutes 27 seconds West along said line drawn parallel with and distant 25 feet southeasterly from the centerline of the East bound track of the Burlington Northern Santa Fe Railroad, as said centerline was located and established on November 16, 2000, for 13.14 feet to the point of beginning of "Line 2" to be described; thence North 63 degrees 37 minutes 54 seconds East for 46.59 feet; thence northeasterly for 64.99 feet along a tangential curve, concave to the northwest, having a radius of 390.58 feet and a central angle of 09 degrees 32 minutes 02 seconds; thence North 54 degrees 05 minutes 51

seconds East for 50.76 feet; thence northeasterly for 5.91 feet along a tangential curve, concave to the northwest, having a radius of 190.58 feet and a central angle of 01 degree 46 minutes 32 seconds; thence North 45 degrees 03 minutes 49 seconds East, not tangent to last described curve, for 153.85 feet, more or less, to the northeasterly line of the hereinbefore described property and said "Line 2" there terminating.

"Line 3":

"Line 3" is described as commencing at the point of termination of the above-described "Line 1"; thence South 44 degrees 49 minutes 25 seconds West for 52.57 feet to the point of beginning of "Line 3" to be described; thence North 44 degrees 55 minutes 14 seconds West for 5.98 feet; thence South 45 degrees 06 minutes 14 seconds West for 62.26 feet, more or less, to said northeasterly exterior wall of the Ballpark at Service Level and said "Line 3" there terminating.

According to the map or plat thereof on file and of record in the Office of the county Recorder in and for Hennepin County, Minnesota.

The area of the permanent easement is 22,069 square feet, more or less.

Interests Being Encumbered

The names of the parties having an interest in the above-described land and the nature of their interests to the best of Petitioner's knowledge based upon a review of records in the office of the County Recorder and Registrar of Titles in and for Hennepin County, Minnesota are set forth below. It is the intention of the Petitioner to encumber all interests in the above described real property, and to acquire all rights and possession thereof including, but not limited to, all of the interests of those parties named below.

NAME	NATURE OF INTEREST
Minnesota Ballpark Authority, a public body and political subdivision of the State of Minnesota ("Authority")	<p>Fee Owner</p> <p>Financing Statement by and between Minnesota Twins, LLC and Twins Ballpark, LLC, as debtor, and Minnesota Ballpark Authority as secured party, filed in the Office of the County Recorder on June 25, 2008, as Document No. 9151627, and filed in the Office of the Registrar of Titles on June 25, 2008, as Document No. 4508553.</p> <p>Terms and conditions of Memorandum of Grant Agreement, dated February 20, 2009, by and between County of Hennepin and Minnesota Ballpark Authority filed in the Office of the County Recorder on</p>

	March 4, 2009 as Document No. 9324573, and filed in the Office of the Registrar of Titles on March 4, 2009 as Document No. 4618425.
Twins Ballpark, LLC, a Delaware limited liability company	Terms and conditions of a Memorandum of Lease, dated May 7, 2007, filed December 6, 2007 in the Office of the County Recorder, as Document No. 9071879, referring to that certain unrecorded lease by and between Minnesota Ballpark Authority, a Minnesota public body and political subdivision, as lessor, and Twins Ballpark, LLC, a Delaware limited liability company, as lessee, dated April 26, 2007, and filed in the Office of the Registrar of Titles on December 6, 2007 as Document No. 4452157.
Twins Ballpark, LLC, a Delaware limited liability company	Terms and conditions of a Memorandum of Lease, dated June 12, 2008, filed June 17, 2008 in the Office of the County Recorder as Document No. 9148093, referring to that certain unrecorded lease by and between Minnesota Ballpark Authority, a Minnesota public body and political subdivision, as lessor, and Twins Ballpark, LLC, a Delaware limited liability company, as lessee, dated September 30, 2007, and filed in the Office of the Registrar of Titles on June 17, 2008, as Document 4506275.
U.S. Bank National Association, a national banking association, as Indenture Trustee	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement executed by Twins Ballpark, LLC, a Delaware limited liability company, in favor of U.S. Bank National Association, a national banking association, as Indenture Trustee, dated as of July 1, 2008, filed July 3, 2008 in the Office of the County Recorder as Document No. 9154802 in the original amount of \$235,000,000.00, and filed in the Office of the Registrar of Titles on July 3, 2008, as Document No. 4510658. (Parking Lease)
U.S. Bank National Association, a	Leasehold Mortgage, Assignment of

<p>national banking association, as Indenture Trustee</p>	<p>Leases and Rents, Security Agreement and Fixture financing Statement executed by Twins Ballpark, LLC, a Delaware limited liability company, in favor of U. S. Bank National Association, a national banking association, as Indenture Trustee, dated as of July 1, 2008, filed July 3, 2008 in the Office of the County Recorder as Document No. 9154799, in the original amount of \$235,000,000.00, and filed in the Office of the Registrar of Titles on July 3, 2008, as Document No. 4510651. (Ballpark Lease).</p>
<p>Minnesota Twins, LLC, a Delaware limited liability company</p>	<p>Terms and conditions of a Memorandum of Lease dated July 1, 2008, filed July 3, 2008, in the Office of the County Recorder, as Document No. 9154801, referring to that certain unrecorded lease by and between Twins Ballpark, LLC, a Delaware limited liability company, as lessor, and Minnesota Twins, LLC, a Delaware limited liability company, as lessee, dated July 1, 2008, and filed in the Office of the Registrar of Titles on July 3, 2008, as Document No. 4510657. (Parking Lot Lease).</p> <p>Terms and conditions of a Memorandum of Lease dated July 1, 2008, filed July 3, 2008 in the Office of the County Recorder, as Document No. 9154798, referring to that certain unrecorded lease by and between Twins Ballpark, LLC, a Delaware limited liability company, as lessor, and Minnesota Twins, LLC, a Delaware limited liability company, as lessee, dated July 1, 2008, and filed in the Office of the Registrar of Titles on July 3, 2008, as Document No. 4510651 (Ballpark Lease).</p>
<p>BNSF Railway Company, a Delaware corporation</p>	<p>Rights arising under that certain Quitclaim Deed dated July 27, 2007, recorded in the Office of the County Recorder on September 24, 2007, as Document No. 9041979.</p>
<p>County of Hennepin</p>	<p>Memorandum of Grant Agreement, dated February 20, 2009, by and between County of Hennepin and Minnesota</p>

	<p>Ballpark Authority, filed March 4, 2009, in the Office of the County Recorder as Document No. 9324573, and in the Office of the Registrar of Titles on March 4, 2009, as Document No. 4618425.</p> <p>Right of Reverter as contained in Assignment of Temporary Construction Easements dated November 30, 2007, filed December 6, 2007, as Document No. 4452158.</p>
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