

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

13-0080R

RESOLUTION GRANTING WISCONSIN CENTRAL, LTD. A LIMITED RIGHT OF ENTRY UPON VARIOUS PROPERTIES OWNED BY THE CITY OF DULUTH ALONG THE EXISTING CANADIAN RAILROAD (CN) TRACK NEAR BECK'S ROAD BETWEEN I-35 AND THE STEELTON YARD

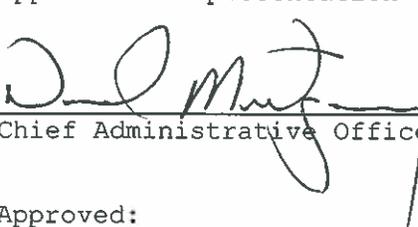
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a Limited Right of Entry agreement (Agreement) with Wisconsin Central, Ltd., substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, to allow entry upon various parcels of land owned by the City of Duluth and specifically identified in the Agreement along the current CN track near Beck's Road between I-35 and the Steelton Yard as the CN studies the feasibility of a second parallel track. All monies to be paid to the City under the Agreement will be made payable into Fund 110 (general fund), Agency 135 (business & community development), Object 1310 (business & community development), Project 4644 (misc. fees).

Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

BD RL:bel 02/01/2013

STATEMENT OF PURPOSE: This resolution grants a Limited Right of Entry to allow entry upon various parcels of land owned by the City of Duluth and

specifically identified in the Agreement along the existing CN track near Beck's Road between I-35 and CN's Steelton Yard. The CN is considering a major investment in the region as it studies the feasibility of adding an additional line of track parallel to its current track that runs near Beck's Road from I-35 to the Steelton Yard east of Gary-New Duluth. The feasibility study requires evaluation, to include invasive and non-invasive testing and examination, of the properties along the proposed right of way of the new track. Several parcels of land along the proposed right of way are owned by the City of Duluth. Recognizing the value of the CN's investment while protecting the interests of the City of Duluth in the maintenance of its property, the Agreement, which is authorized by this resolution, facilitates the CN's feasibility study.

## LIMITED RIGHT OF ENTRY

Parcel Numbers: S032, S033, S034,  
S044, S047, S049, S090, N128,  
N141, N142, N151, N152, N153,  
O197, O198

This Limited Right of Entry is between Wisconsin Central Ltd., and City of Duluth, Minnesota, the owner(s) of the real property described in "Exhibit A" and depicted in "Exhibit B" hereto (hereinafter "Landowner" or "City") and is effective as of the date signed by the undersigned Landowner (the "Effective Date"). Landowner hereby grants a Limited Right of Entry to Wisconsin Central Ltd., its contractor(s), agent(s) or representative(s), for the purposes set forth in paragraph 1, below. The property that is the subject of this Limited Right of Entry is that land described in the attached "Exhibit A" and depicted in "Exhibit B", which are incorporated herein by reference (the "Property").

1. In consideration of Two Thousand Five Hundred and No/100 dollars (\$2,500) receipt of which is acknowledged and the covenants contained herein Landowner hereby grants to Wisconsin Central Ltd., and its contractor(s), agent(s) or representative(s), a limited right to enter upon the Property described in Exhibit A and depicted in Exhibit B to perform due diligence inspections and investigations as described herein, to include one or more of the following activities (each activity, a "Test"):
  - a. Environmental inspections, investigations and surveys of the Property, including, where necessary, shovel testing, sampling of the soils and water and other subsurface;
  - b. Geotechnical investigations and testing and studies of the Property, including but not limited to the taking of core samples;
  - c. Land surveying of the Property and if needed the boundary lines of the Property and Section corners; and
  - d. Archeological, cultural resource inspections and surveys on the Property, which may include, where necessary, shovel testing.
  
2. Landowner further grants to Wisconsin Central Ltd. the right of ingress and egress over and across the Property and contiguous City-owned property necessary to access the Property (the "Adjacent Property") as approved by the City's Manager of Business Resources ("Manager") for the purposes set forth herein. Upon execution of this Limited Right of Entry, Wisconsin Central Ltd. shall provide the Manager with a Work Schedule which shall propose points of entry and access routes over the Property and Adjacent Property as well as the dates upon which the parcels of Property shall be entered for purposes of conducting the Tests allowed under this Agreement. The Work Schedule shall require the prior written approval of the Manager. Any amendment to the Work Schedule shall similarly require the prior written approval of the Manager. Prior to entry upon any parcel of Property or Adjacent Property, Wisconsin Central Ltd. shall stake approved points of entry and access routes over the Property and Adjacent Property which shall clearly delineate the areas over which Wisconsin Central Ltd. is allowed to traverse for purposes of this Limited Right of Entry. Wisconsin Central Ltd. shall only

use the approved, staked points of entry and routes for access over the Property and Adjacent Property during the term of this Limited Right of Entry.

3. Wisconsin Central Ltd., or its designee, shall notify the Landowner (by providing at least two business days' prior written notice) of the dates that the Property will be entered as approved in the Work Schedule and the specific Tests that will be performed. The Landowner or Landowner's representative shall have the right at any time and all times to be present at and inspect the operations and any conditions found by reason of the Tests done in or on the Property. Additionally, during all times Wisconsin Central Ltd. enters and is upon the Property and the Adjacent Property, the City in its sole discretion may retain a consultant to be present at and inspect the operations of Wisconsin Central Ltd. Wisconsin Central Ltd. agrees to reimburse the City for the costs of such consultant at the rate of up to One Hundred and No/100 dollars (\$100) per hour plus any out-of-pocket expenses charged by consultant. The City shall send invoices for reimbursement to ProSource Technologies, LLC, and reimbursement shall be made to the City within 30 days of the date of invoice.
4. Tests on any parcel of Property shall be completed within two weeks of entering onto said parcel. Upon receipt of results of any Test performed, Wisconsin Central Ltd. shall provide said results to Landowner at no cost to Landowner.
5. Unless earlier terminated by Landowner on Thirty (30) days' prior written notice to Wisconsin Central Ltd., the term of this Limited Right of Entry shall be for a period of six (6) months from the Effective Date. Notwithstanding the above, the term of this Limited Right of Entry shall terminate with respect to each parcel of Property upon completion of Tests on such parcel, and concurrent termination shall occur with respect to any Adjacent Property contiguous to such Property. Wisconsin Central Ltd. shall, within three (3) days of Test completion, provide a written, dated notice of completion with respect to each parcel of Property to the Manager.
6. Upon completion of its inspections and investigations Wisconsin Central Ltd. will determine the feasibility of constructing a railroad track on the Property and should a decision be made to construct a railroad track on the Property, Wisconsin Central Ltd. would enter into negotiations to purchase the Property by presenting a Purchase Agreement for consideration.
7. To Landowner's satisfaction, Wisconsin Central Ltd., at Wisconsin Central Ltd.'s sole expense, shall restore the Property to substantially the same condition in which it was found; this obligation includes backfilling shovel tests and core borings made by Wisconsin Central Ltd., its contractors or agents, and closing gates used to access the Property. Wisconsin Central Ltd. shall be responsible, at Wisconsin Central Ltd.'s sole expense, to repair any damage resulting from Wisconsin Central Ltd.'s activities related to this Limited Right of Entry.
8. Landowner shall have no liability to (a) Wisconsin Central Ltd. (b) any employee, contractor, or agent of Wisconsin Central Ltd., or (c) any other person who, at the direction of Wisconsin Central Ltd. or its contractor(s), agent(s), or representative(s),

enters upon or conducts any test of the Property or Adjacent Property (or portion or sample thereof) , for bodily injury, personal injury, death, illness, disease, or property damage, of any character, sustained by any of them; and all their respective activities on or affecting the Property or Adjacent Property shall be conducted at their sole risk, loss, cost and expense, and in compliance with applicable Laws and regulations. The Limited Right of Entry herein granted is granted, and is accepted, on an "AS IS" basis with respect to the Property or Adjacent Property and its condition.

9. Wisconsin Central Ltd. shall indemnify and hold harmless, and at Wisconsin Central Ltd.'s sole expense, defend Landowner from and against any claims, losses, damage, costs, legal actions, liability and expense (including, without limitation, reasonable attorneys' fees) that arise out of, results from or is in any way related to the exercise of the rights granted under this Limited Right of Entry, including entering upon the Property and the Adjacent Property and performing any Test.

In addition, Wisconsin Central Ltd. shall not allow lien claims, third party interests or any other encumbrances to be (1) filed against Landowner or (2) placed upon Landowner's Property or Adjacent Property. Wisconsin Central Ltd. shall defend, indemnify, save and hold harmless Landowner, its affiliates, employees, officers, or directors from and against all claims, damages or expenses, including liens of subcontractors, laborers, equipment suppliers, service providers and other persons or entities arising out of, resulting from or in any way connected with this Limited Right of Entry. If a lien or encumbrance has been filed or noticed, Wisconsin Central Ltd. shall bond-over the lien or encumbrance not later than the earlier of five (5) days after the lien or encumbrance has been filed or notice has been received. If Wisconsin Central Ltd. chooses to bond-over the lien or encumbrance, the amount of the bond shall not be less than One Hundred Fifty percent (150%) of the claim.

10. This Limited Right of Entry shall in no way prejudice Landowner's right to receive full and just compensation as allowed by law for any interest in and to the Property, and damages, if any, to the remainder of Landowner's interests in and to the Property and the entry by Wisconsin Central Ltd., its contractor(s), agent(s) or representative(s), pursuant to this Limited Right of Entry shall not be deemed a taking for purposes of valuation or the date of valuation.
11. Wisconsin Central Ltd.'s exercise of its rights under this Limited Right of Entry shall not interfere with Landowner's use and enjoyment of its Property and the Adjacent Property. Wisconsin Central Ltd.'s rights under this Limited Right of Entry are non-exclusive.
12. If there are any lessees or tenants on the Property who should be contacted, the Landowner agrees to contact those persons and/or provide Wisconsin Central Ltd. with the names and contact numbers so that Wisconsin Central Ltd. may give proper notice before entering the Property. Lessees or tenants are as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

13. Every effort will be made by Wisconsin Central Ltd. to respect the Property and Adjacent Property and in addition to the requirement set forth in the approved Work Schedule to comply with any special requirements of the Landowner including those set forth in the Landowner check list, the form of which is attached hereto as Exhibit C.
14. No tools, equipment or any other personal property shall be placed upon the Adjacent Property by Wisconsin Central Ltd., its contractor(s), agent(s) or representative(s), for the inspections, survey or testing purposes shall remain the property of Wisconsin Central Ltd. and shall be removed by Wisconsin Central Ltd. within a reasonable period after the termination of this Limited Right of Entry as set forth in Paragraph 5. Wisconsin Central Ltd. shall not leave any personal property on the Property without Landowner's prior consent.
15. Any cultural resource or archaeological artifacts found during the course of these investigations will be handled in accordance with instructions of the State Historic Preservation Office (SHPO).
16. This Limited Right of Entry shall extend to and bind the parties' heirs, devisees, executors, administrators, legal representatives, successors, and assigns: provided, however, that Wisconsin Central Ltd. shall not assign in whole or in part, its rights or obligations under this Limited Right of Entry to any party without Landowner's prior written consent.
17. If Landowner is other than an individual, the undersigned representative of Landowner warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Limited Right of Entry on behalf of Landowner.
18. Wisconsin Central Ltd. also agrees to comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations relating to all activities contemplated under this Limited Right of Entry. Such strict compliance shall include, but is not limited to, laws, rules, ordinances and regulations governing permitting and licensing. Wisconsin Central Ltd. hereby assumes, at its sole cost and expense, all obligations imposed upon Landowner by virtue of Wisconsin Central Ltd.'s exercise of its rights under this Limited Right of Entry.
19. Wisconsin Central Ltd. covenants and agrees that it will not keep, ship to, ship from, store, permit, dispose, or generate any Hazardous Material on the Property area or

Adjacent Property or surrounding lands. Hazardous Material shall mean: (i) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. §9601 et. seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et. seq.; (iii) "Hazardous Substance", as defined by the Minnesota Environmental Response Liability Act, Minn. Stat. § 115B.01 et. seq.; (iv) "Hazardous Waste" as defined by the Minnesota Waste Management Act, Minn. Stat. §115A.01 et. seq.; (v) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement as amended or hereafter amended; (vi) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (vii) any radioactive material, including any source, special nuclear or by-product material as defined at 42. U.S.C. §2011 et. seq., as amended or hereafter amended; and (viii) asbestos in any form or condition.

20. For purposes of this Limited Right of Entry, the respective parties' points of contact are as follows:

City of Duluth:

Heidi Timm-Bijold  
Manager, Business Resources  
402 City Hall  
Duluth, MN 55802  
218-730-5310  
[Htimm-bijold@duluthmn.gov](mailto:Htimm-bijold@duluthmn.gov)

Wisconsin Central Ltd.:

Jose' M. Sanchez  
  
ProSource Technologies, LLC  
104 NE 3<sup>rd</sup> Street Suite 200A  
Grand Rapids, MN 55744

*[Signatures on following page]*

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this  
\_\_\_\_ day of \_\_\_\_\_, 2013.

Owner(s): City of Duluth, Minnesota

CITY OF DULUTH

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney  
Address: City of Duluth, 411 W. 1st St. #402, Duluth, MN 55802  
Telephone: (218) 730-5310  
E-mail: Htimm-bijold@duluthmn.gov  
Wisconsin Central Ltd.:

\_\_\_\_\_  
Right of Way Agent for Wisconsin Central Ltd.

Check #: \_\_\_\_\_

ProSource Technologies, LLC  
104 3<sup>rd</sup> Street NE, Suite 200A  
Grand Rapids, MN 55744  
1-218-999-7222

Exhibit A, Parcel # S032

A one hundred foot (100') wide strip of land that adjoins the northerly and southerly boundaries of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-04990

Parcel No(s): S032

West Half of Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



# Exhibit B

St. Louis County, MN  
S-32, T-49, R-15



Beck's Road

bing

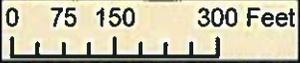


Image courtesy of USGS © 2012 Microsoft Corporation

<b>Legend</b> 100' Boundary of Limited Right of Entry Area Existing rail line Existing RR Property Line Parcel Boundary		Property Identification Number	Date: 11/09/12
		450-0010-04990	
		OWNER	Parcel No. <b>S032</b>
Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines		<b>City of Duluth</b>	

Exhibit A, Parcel # S033

A one hundred foot (100') wide strip of land that adjoins the northerly and southerly boundaries of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-05000

Parcel No(s): S033

West Half of Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



Exhibit B

St. Louis County, MN  
S-32, T-49, R-15



**Legend**

- 100' Boundary of Limited Right of Entry Area
- Existing rail line
- Existing RR Property Line
- Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-05000**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **S033**

**ProSource**

Exhibit A, Parcel # S034

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-04990

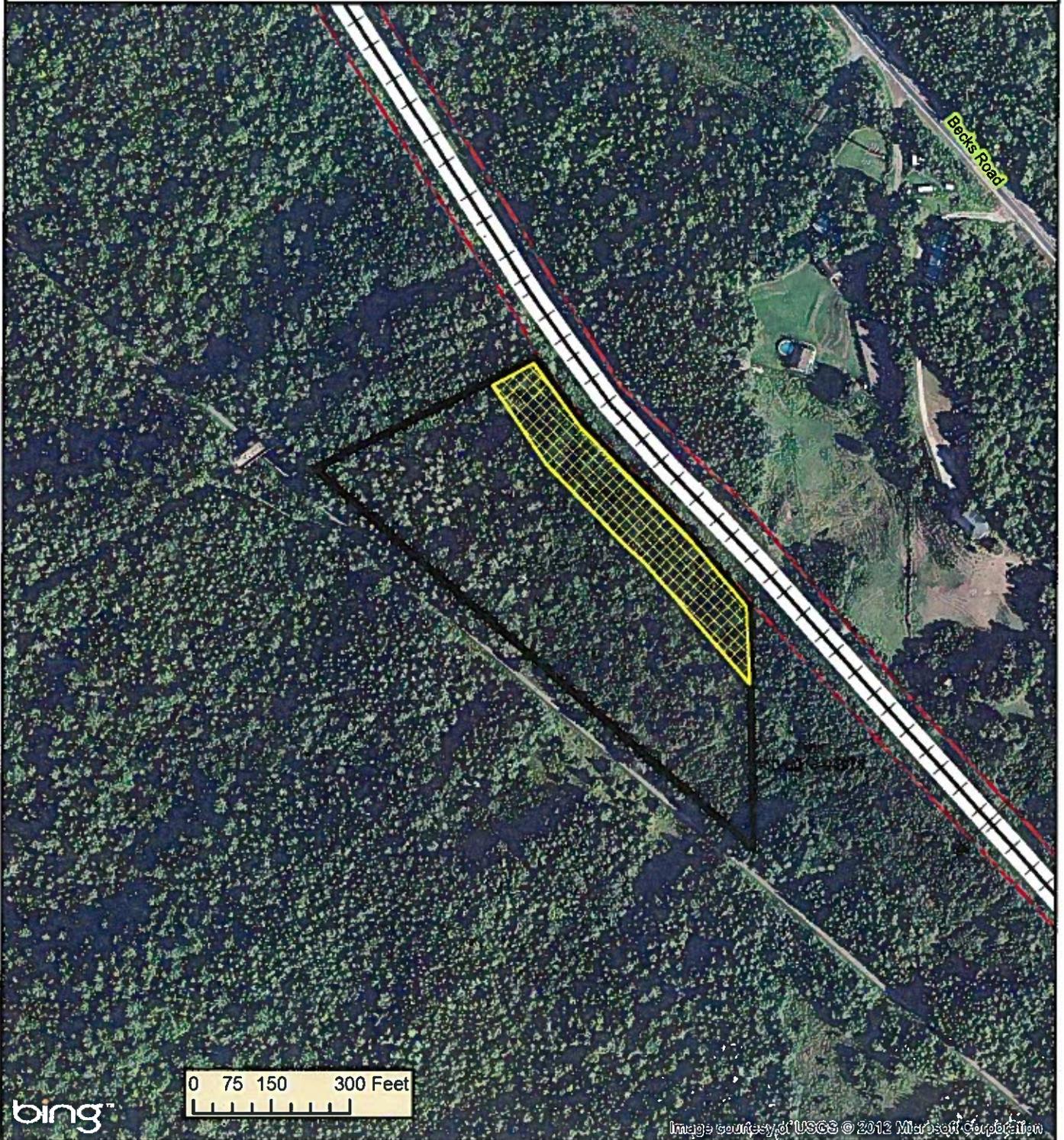
Parcel No(s): S034

West Half of Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



# Exhibit B

St. Louis County, MN  
S-32, T-49, R-15



### Legend

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-04990**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **S034**

**ProSource**

Exhibit A, Parcel # S044

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-05051

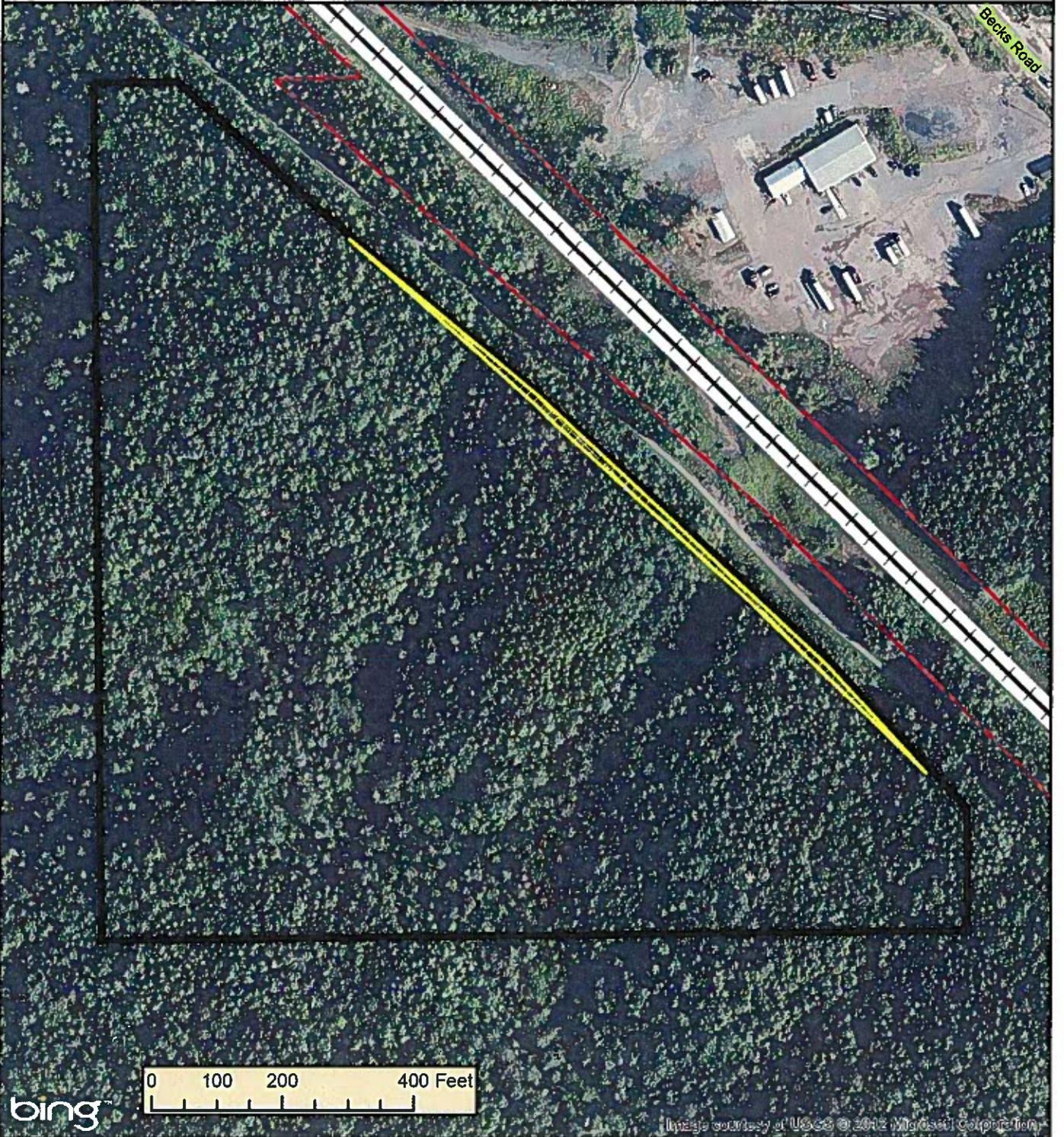
Parcel No(s): S044

West Half of Southeast Quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15).



# Exhibit B

St. Louis County, MN  
S- 32, T-49, R-15



<b>Legend</b> 100' Boundary of Limited Right of Entry Area Existing rail line Existing RR Property Line Parcel Boundary		Property Identification Number	Date: 11/09/12
		<b>450-0010-05051</b> OWNER <b>City of Duluth</b>	Parcel No. <b>S044</b> 

Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines.

Exhibit A, Parcel # S047

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: Short Line Park southerly

Parcel No(s): S047

11/12<sup>th</sup> interest in Lots 1-5, Block 3; Lots 1 & 2 and 5-16, Block 8; Lots 11 & 12, Block 9; Lots 1-9, 14 & 15, Block 13; Lot 9, Block 17; in the plat of Short Line Park including all Streets, Avenues and Alleys that are lying within a strip of land being 100 feet southerly of and parallel to the southerly Right of Way line of the Spirit Lake Transfer Railway as it travels through the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 32, Township 49, Range 15.



# Exhibit B

St. Louis County, MN  
S- 32, T-49, R-15



bing



Map courtesy of USFS © 2012 Microsoft Corporation

### Legend

- 100' Boundary of Limited Right of Entry Area
- Existing rail line
- Existing RR Property Line
- Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number		Date: 01/08/13
<b>Varies</b>		
OWNER		Parcel No. <b>S047</b>
<b>City of Duluth</b>		<b>ProSource</b> <small>TECHNOLOGIES</small>

Exhibit A, Parcel# S049

A one hundred foot (100') wide strip of land that adjoins the northerly and southerly boundaries of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-05200

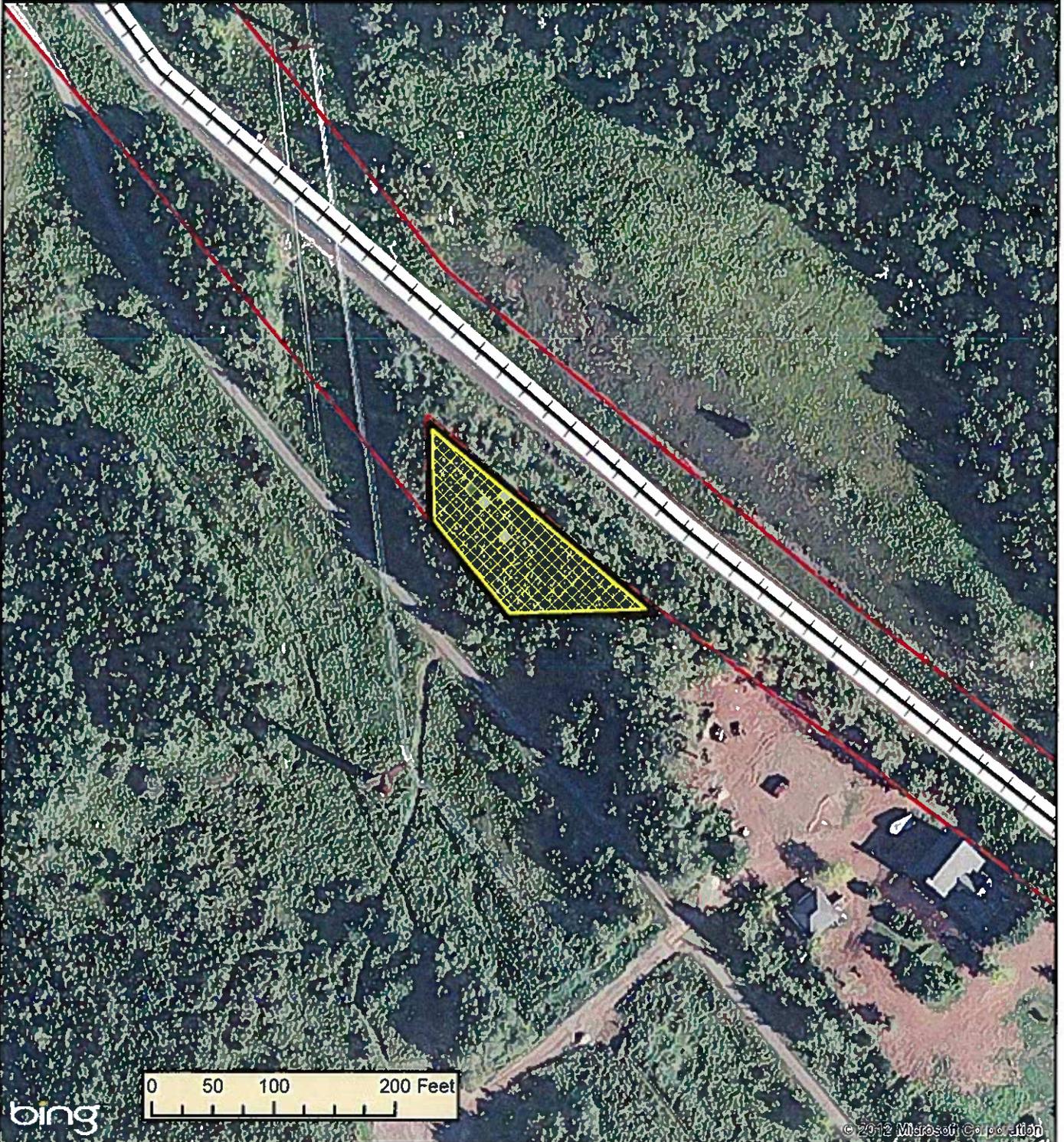
Parcel No(s): S049

Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ), Section Thirty-three (33), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way.



Exhibit B

St. Louis County, MN  
S-33, T-49, R-15



**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-05200**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **S049**



Exhibit A, Parcel# S090

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 010-3540-00155

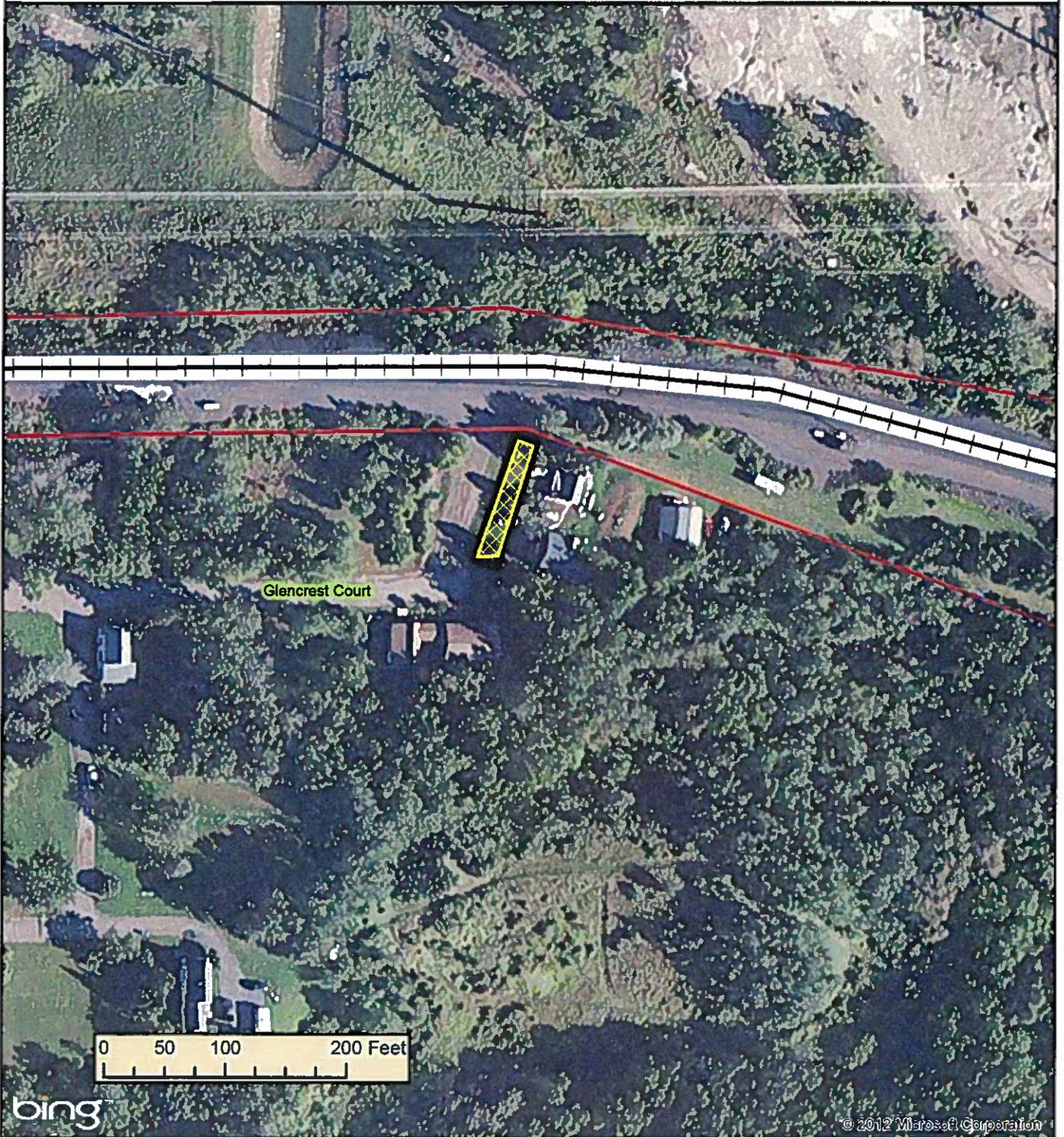
Parcel No(s): S090

A strip of land approximately 100 feet long and 20 feet wide being the Southeasterly 20 feet of Lot Fifteen (15), Block One (1), Norton's Steel Plant Division, according to the recorded plat thereof.



Exhibit B

St. Louis County, MN  
S-3, T-48, R-15



**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**010-3540-00155**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **S090**

**ProSource**

Exhibit A, Parcel # N128

A one hundred foot (100') wide strip of land that adjoins the northerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: Pittsburgh Addition to Duluth

Parcel No(s): N128

Lots 1-16, Block 12; Lots 1-16, Block 13; All of Block 14, Lots 4-22, Block 9; and all Streets, Avenues and Alleys in Pittsburgh Addition to Duluth lying within a strip of land being 100 feet North of and parallel to the northerly right of way of the Spirit Lake Transfer Railway as it travels through the SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 34, Township 49, Range 15.



Exhibit B

St. Louis County, MN  
S-34, T-49, R-15

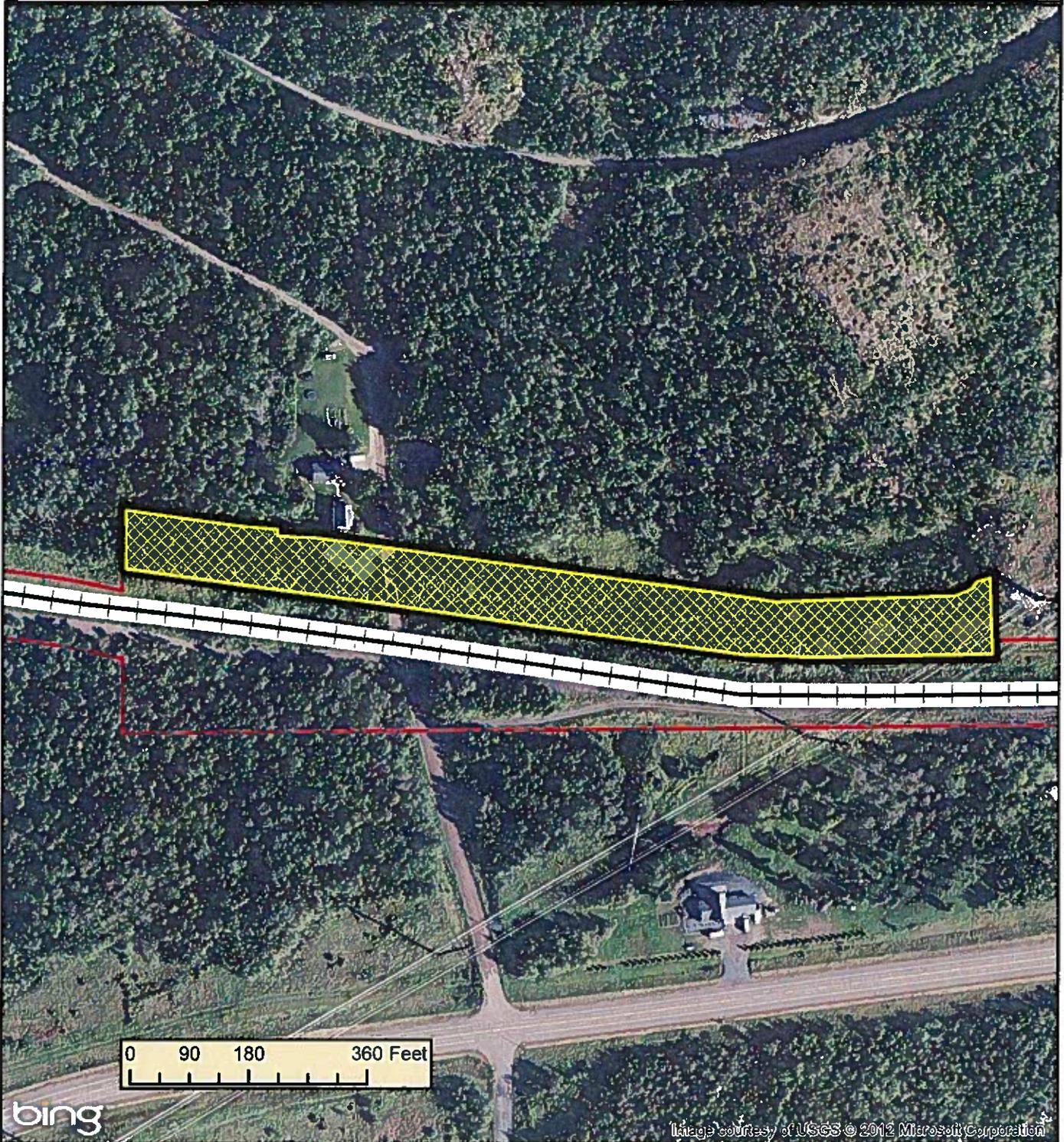


Image courtesy of USGS © 2012 Microsoft Corporation

**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number  
**None Assigned**  
**Roads in Pittsburgh Plat**  
 OWNER

Date: 11/09/12

Parcel No. **N128**

**City of Duluth**



Exhibit A, Parcel # N141

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-05200

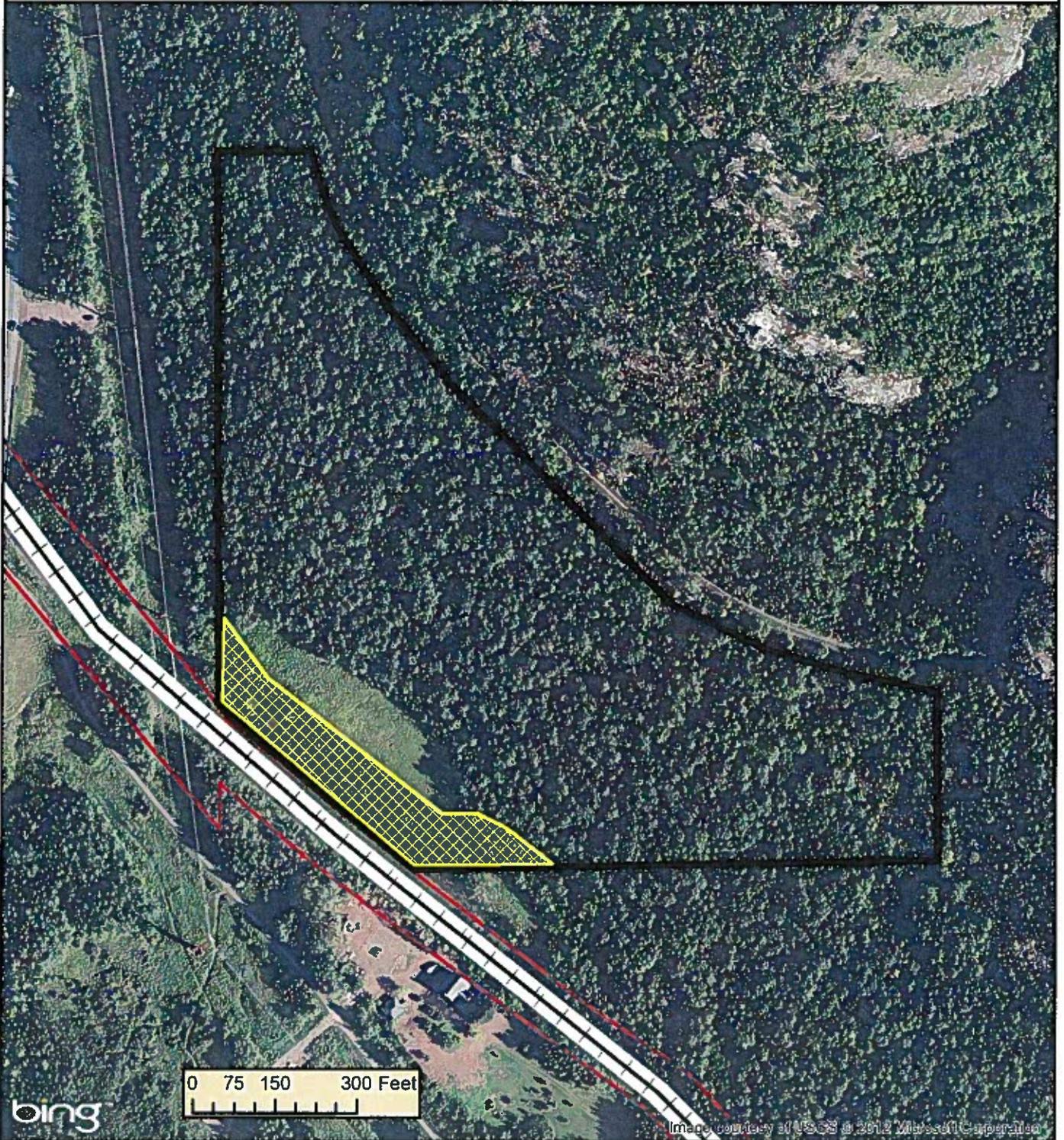
Parcel No(s): N141

Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ), Section Thirty-three (33), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way.



# Exhibit B

St. Louis County, MN  
S- 33, T-49, R-15



bing

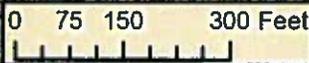


Image courtesy of USGS @ 2012 Microsoft Corporation

### Legend

- 100' Boundary of Limited Right of Entry Area
- Existing rail line
- Existing RR Property Line
- Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-05200**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **N141**

**ProSource**

Exhibit A, Parcel # N142

A one hundred foot (100') wide strip of land that adjoins the northerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: Short Line Park northerly

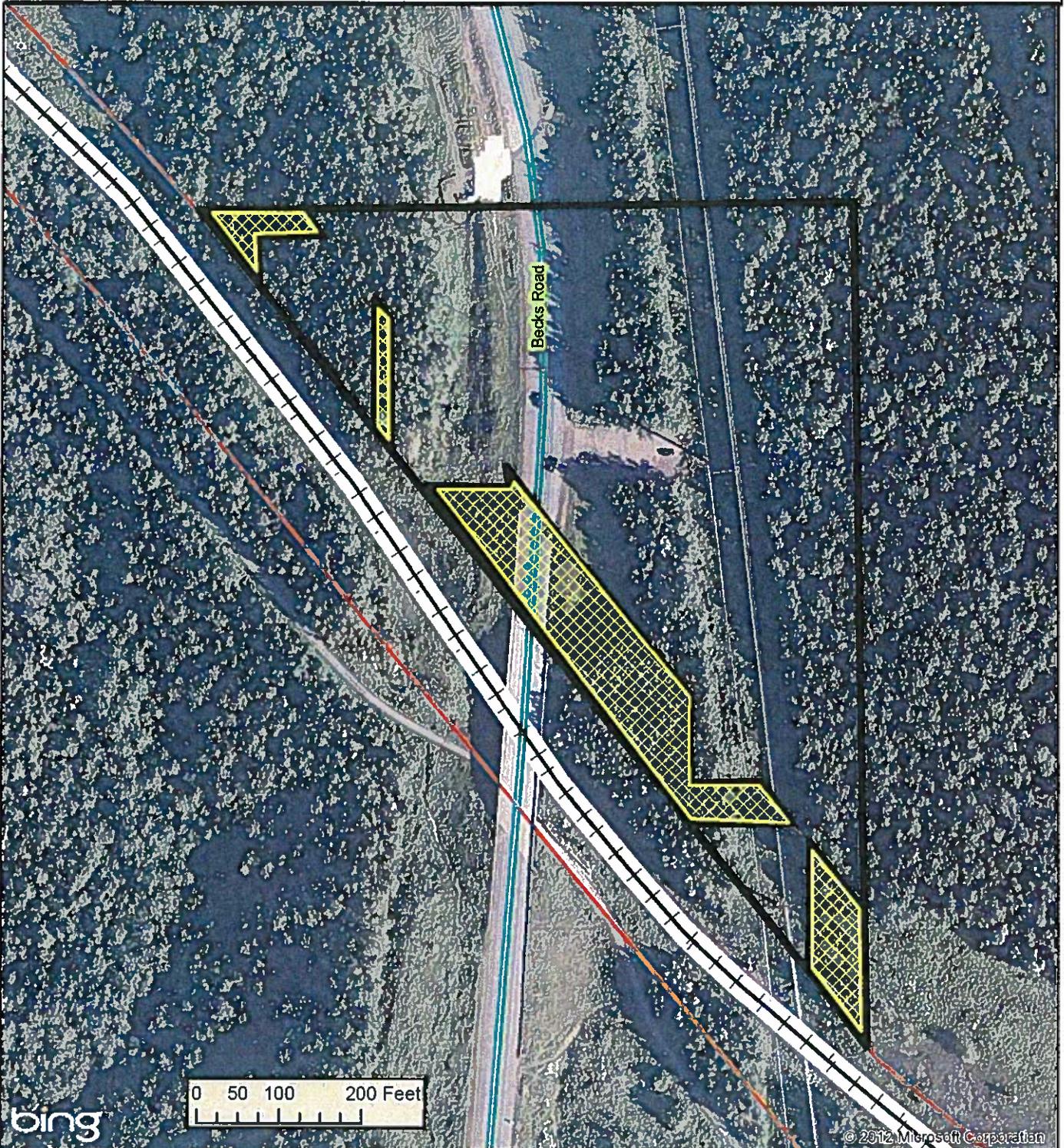
Parcel No(s): N142

11/12 interest in Lots 2 & 3, Block 3; Lots 5-12, Block 8; Lots 1-12, Block 9; Lots 1-4, 9, 14 & 15, Block 13; in the plat of Short Line Park including all Streets, Avenues and Alleys that are lying within a strip of land being 100 feet northerly of and parallel to the northerly Right of Way line of the Spirit Lake Transfer Railway as it travels through the SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 32, Township 49, Range 15.



Exhibit B

St. Louis County, MN  
S- 33, T-49, R-15



<b>Legend</b> 100' Boundary of Limited Right of Entry Area Existing rail line Existing RR Property Line Parcel Boundary		Property Identification Number	Date: 01/09/13
		Varies	
		OWNER	Parcel No. <b>N142</b>
		<b>City of Duluth</b>	<b>ProSource</b> TECHNOLOGIES

Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Exhibit A, Parcel # N151

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-04990

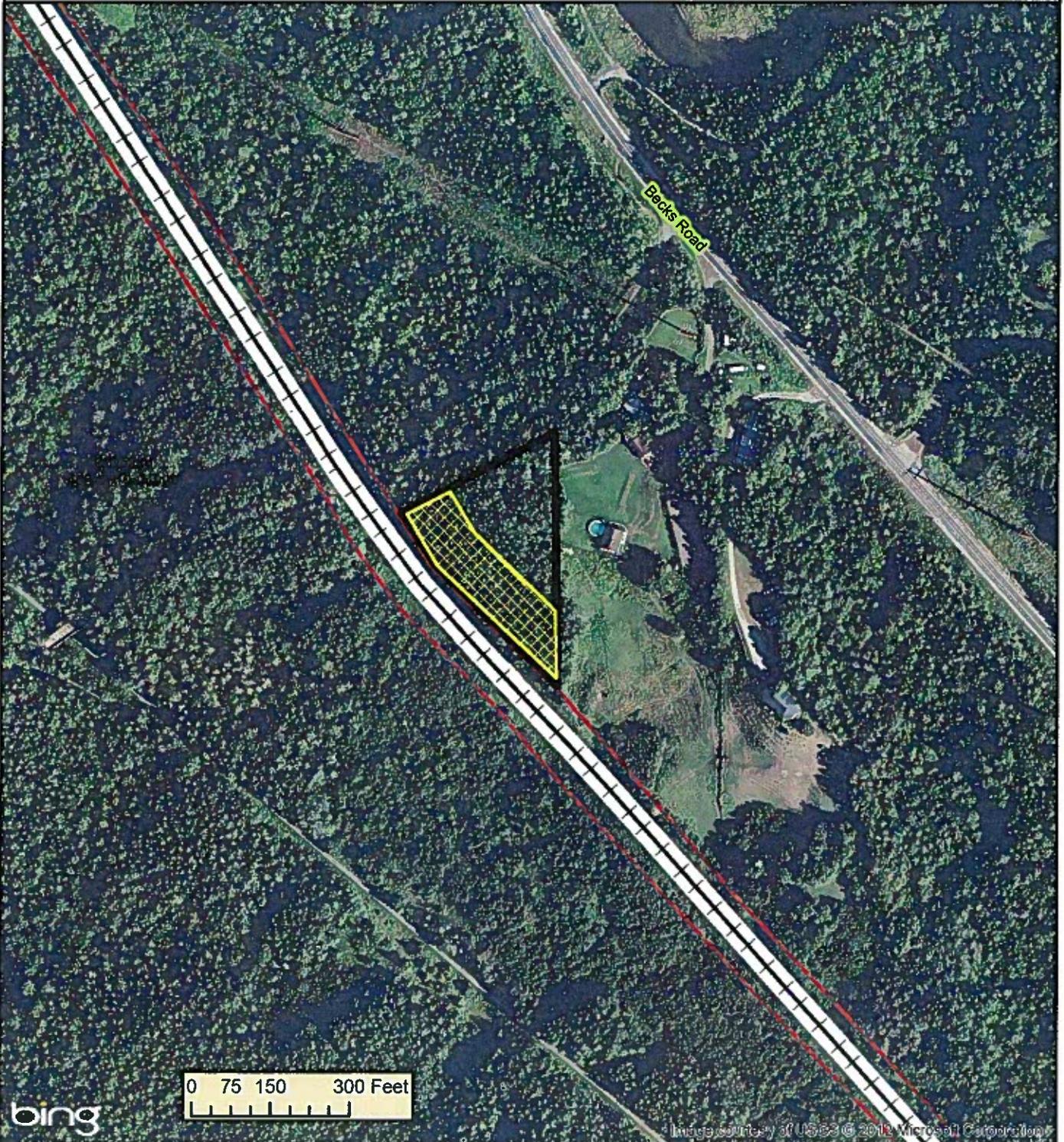
Parcel No(s): N151

West Half of Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



Exhibit B

St. Louis County, MN  
S- 32, T-49, R-15



**Legend**

- 100' Boundary of Limited Right of Entry Area
- Existing rail line
- Existing RR Property Line
- Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-04990**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **N151**



Exhibit A, Parcel # N152

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-0010-05000

Parcel No(s): N152

West Half of Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



Exhibit B

St. Louis County, MN  
S- 32, T-49, R-15



**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-05000**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **N152**



Exhibit A, Parcel # N153

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 450-001-0-04990

Parcel No(s): N153

West Half of Northwest Quarter ( $W\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



Exhibit B

St. Louis County, MN  
S- 32, T-49, R-15



**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Existing RR Property Line
-  Parcel Boundary



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**450-0010-04990**

OWNER

**City of Duluth**

Date: 11/09/12

Parcel No. **N153**

**ProSource**

Exhibit A, Parcel # 0197

A one hundred foot (100') wide strip of land that adjoins the Exhibit A-14 of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 01-02730-00242

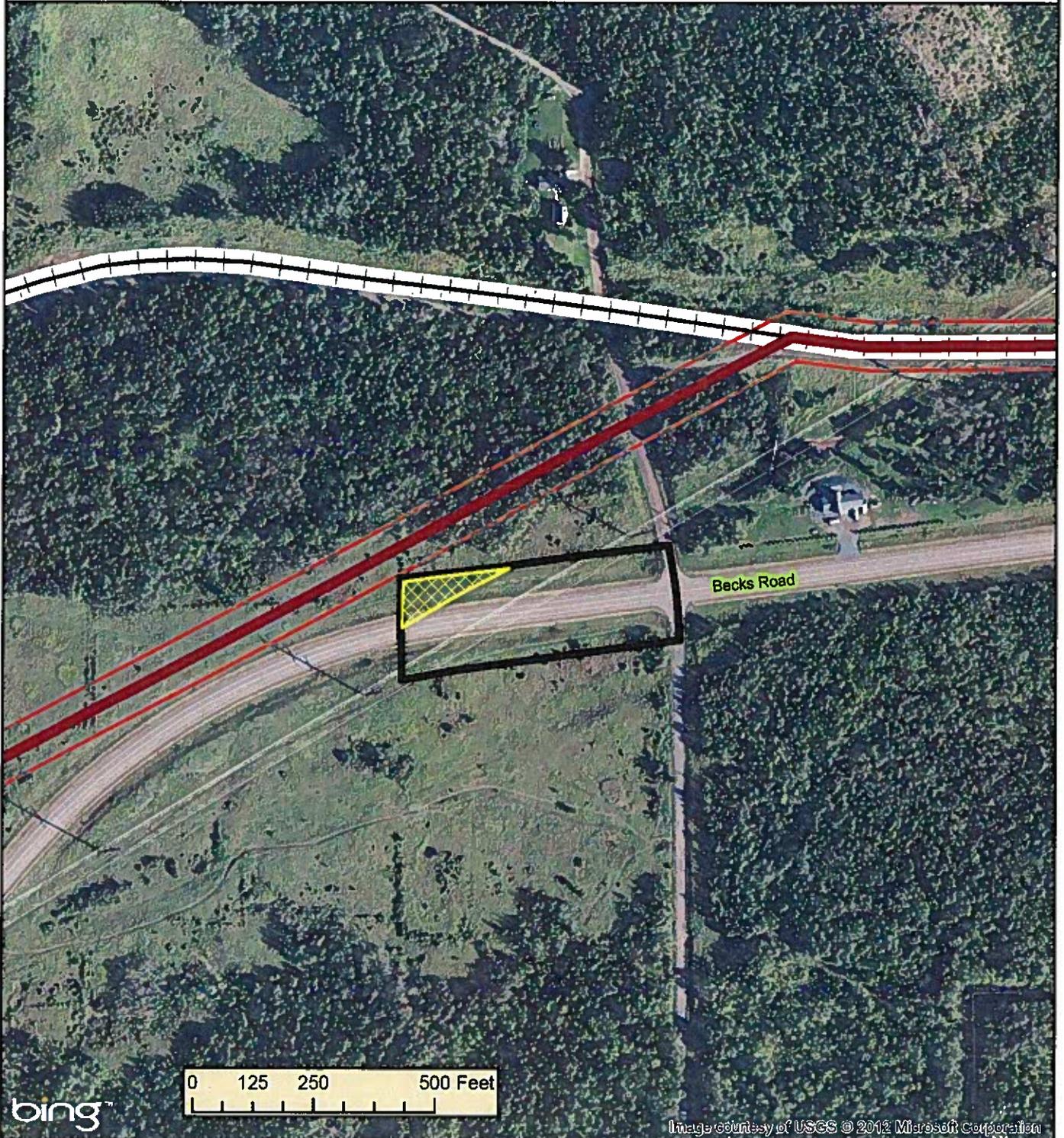
Parcel No(s): 0197

Part of the NW 1/4 of NW 1/4, Section 3, Township 48, Range 15 described as follows:  
Commencing at the northwest corner of the plat of Gary Central Division; thence easterly along the north line of said plat 581.90 feet to the center line of 108th Avenue West; thence north 0 degrees 20 minutes 15 seconds west; assumed bearing, along the extended center line of said 108th Avenue West 717.29 feet; thence northerly along a tangential curve concave to the west, radius 1146.28 feet, central angle 0 degrees 52 minutes 36 seconds, 17.54 feet to the point of beginning; thence continue northerly along said curve central angle 10 degrees 0 minutes 38 seconds 200.27 feet; thence south 82 degrees 53 minutes 49 seconds west along a non-tangential line 456.16 feet; thence southwesterly 104.76 feet along a tangential curve concave to the southeast, radius 1532.40 feet, central angle 3 degrees 55 minutes 1 second and chord of 104.74 feet bearing south 80 degrees 56 minutes 19 seconds west to a point on the west line of said NW 1/4 of NW 1/4, said point being 427.89 feet distant south 0 degrees 2 minutes 2 seconds west from the northwest corner of said NW 1/4 of NW 1/4, thence South 0 degrees 2 minutes 2 seconds west along said west line 204.37 feet; thence northeasterly 130.28 feet along a non-tangential curve concave to the southeast radius 1332.40 feet, central angle 5 degrees 36 minutes 8 seconds and chord of 130.23 feet, central angle 5 degrees 36 minutes 8 seconds and chord of 130.23 feet bearing north 80 degrees 5 minutes 45 seconds east; thence north 82 degrees 53 minutes 49 seconds east along tangent 453.06 feet to the point of beginning, except that right-of-way easement, document number 139728, August 23, 1935, for 108th Avenue West, filed in the Register of Deeds Office, St. Louis County, Minnesota.



Exhibit B

St. Louis County, MN  
S-3, T-48, R-15



**Legend**

- 100' Boundary of Limited Right of Entry Area
- Existing rail line
- Approximate Option II RR Property Line
- Parcel Boundary
- Option II Route



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**010-02730-00242**

Date: 11/09/12

OWNER

**City of Duluth**

Parcel No.

**0197**



Exhibit A, Parcel # 0198

A one hundred foot (100') wide strip of land that adjoins the southerly boundary of the existing railroad right of way and extends across the Property described below.

Property owned by the Landowner:

PIN: 010-2730-00345

Parcel No(s): O198

West Half of Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ), Section Thirty-two (32), Township Forty-nine (49), Range Fifteen (15), except railway right-of-way 7.62 acres and 2.82 acres for road.



Exhibit B

St. Louis County, MN  
S- 3, T-48, R-15

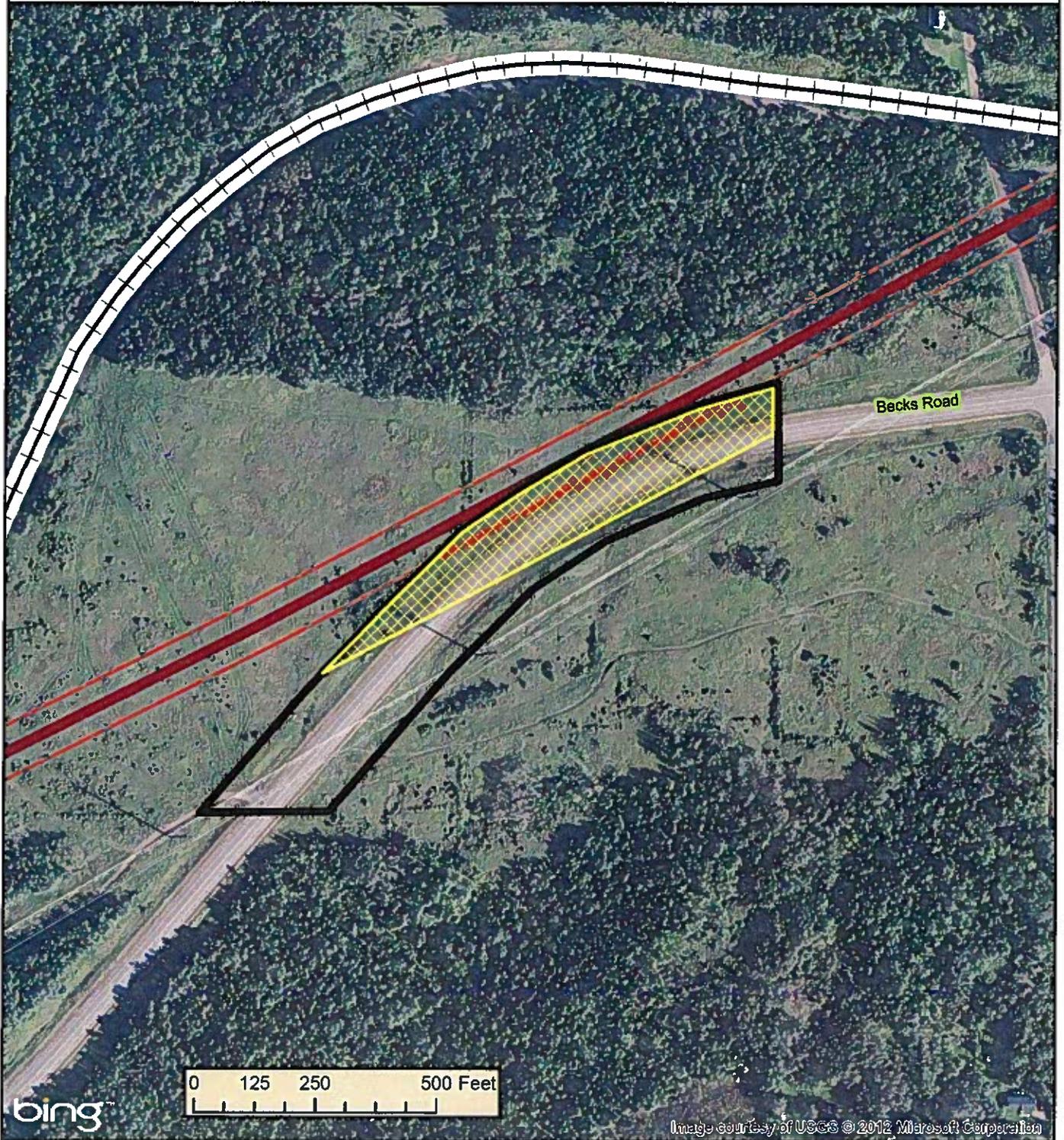


Image courtesy of USGS © 2012 Microsoft Corporation

**Legend**

-  100' Boundary of Limited Right of Entry Area
-  Existing rail line
-  Approximate Option II RR Property Line
-  Parcel Boundary
-  Option II Route



Disclaimer: This drawing is an illustration, not a survey and should not be relied upon for the exact location of boundary lines

Property Identification Number

**010-2730-00345**

Date: 11/09/12

OWNER

**City of Duluth**

Parcel No.

**0198**

**ProSource**

## Exhibit C

### Landowner check list

**Owner** \_\_\_\_\_ **Tenant** \_\_\_\_\_  
Telephone \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ Parcel \_\_\_\_\_

#### Land Use and Features

Type of Land  Vacant Land  Residential  Commercial

If commercial, describe type of business

Are there logging or commercial operations on the land?  Yes  No

Is the land in the Sustainable Forest Incentive Act?  Yes  No

Are there crops growing in the work area?  Yes  No

Are there any deer stands, shooting corridors, or other hunting interests located on or near the work area?  Yes  No

If so, where? \_\_\_\_\_

#### Structures

Are there any buildings or structures within work area?  Yes  No

If yes, describe location and foundation types

#### Livestock and Fencing

Are livestock located in the work area?  Yes  No

If yes, describe: \_\_\_\_\_

If so can the livestock be moved?  Yes  No

If so do we need to install temporary gates within the fence lines?  Yes  No

Are there any other fences or gates over the work area that need to remain closed or locked?

Yes  No

If yes, describe location(s) \_\_\_\_\_

**Access**

Is there a preferred route to access the work area(s) on your property?

Are there access points that should be avoided?

Yes  No

If Yes, describe \_\_\_\_\_

**Landlocked property:**

Is the subject property landlocked / do you only have access to your property by way of land owned by another person?

Yes  No

Do you have an easement on this other land for purposes of access?

Yes  No

Note details: \_\_\_\_\_

**Below Ground Structures and improvements**

Indicate if any of the following are located within the work area and approximate location(s).

Buried utilities  Yes  No \_\_\_\_\_

Rural water lines  Yes  No \_\_\_\_\_

Septic systems  Yes  No \_\_\_\_\_

Springs  Yes  No \_\_\_\_\_

Wells  Yes  No \_\_\_\_\_

**Additional Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature: Land owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: Right of Way Agent

\_\_\_\_\_  
Date