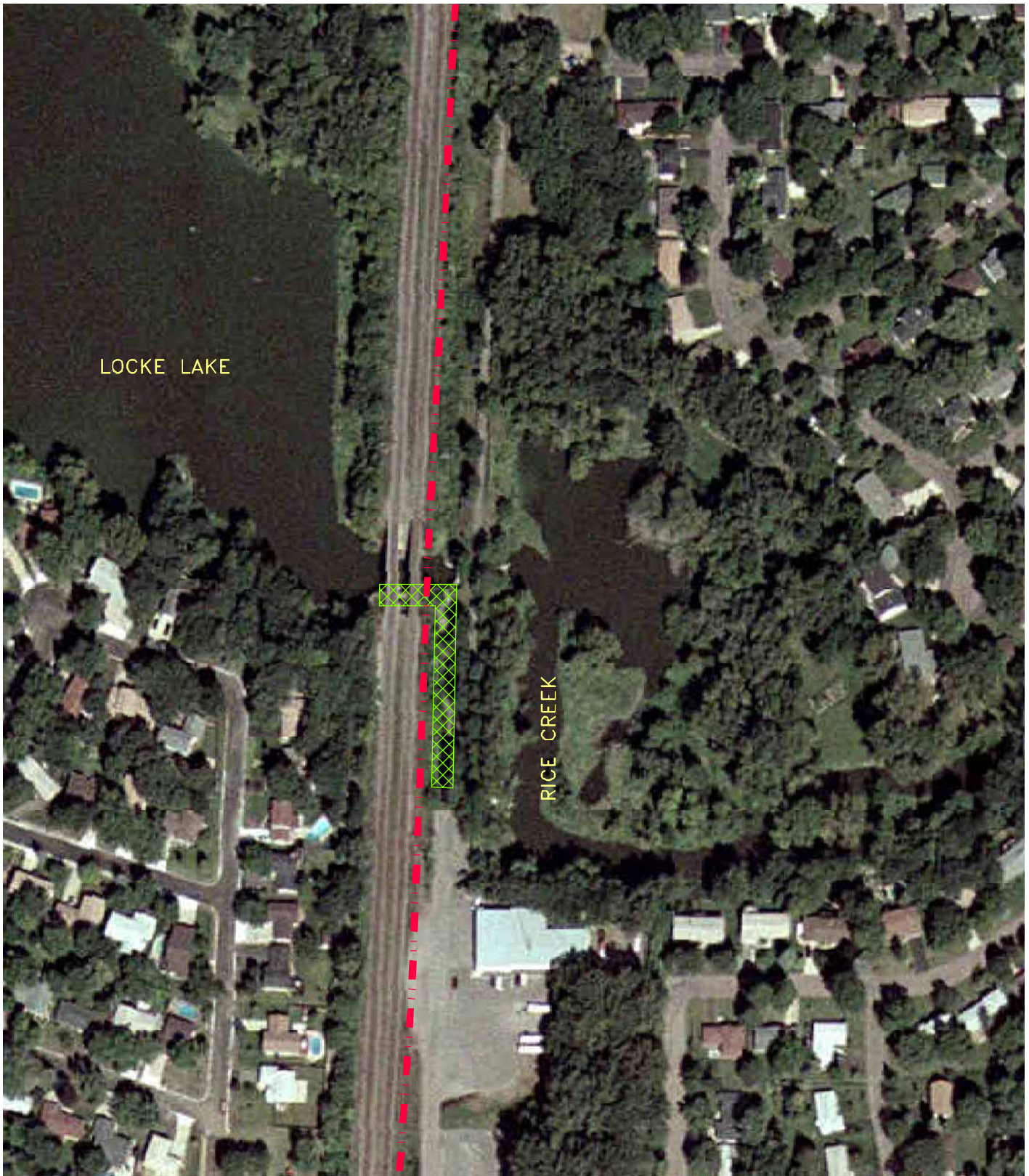


SOURCE: ANOKA COUNTY PARKS



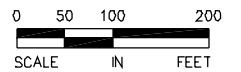
ENVIRONMENTAL ASSESSMENT
NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY

FIGURE 6.1
RICE CREEK WEST REGIONAL TRAIL
MISSISSIPPI RIVER REGIONAL TRAIL IN GENERAL PROJECT AREA



LEGEND

-  IMPACT AREA
-  NEW THIRD MAIN






ENVIRONMENTAL ASSESSMENT
 NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY

FIGURE 6.2
 POTENTIAL IMPACTS TO RICE CREEK TRAIL





LEGEND

-  EXISTING RICE CREEK/MISSISSIPPI RIVER REGIONAL TRAIL
-  PROPOSED THIRD MAIN
-  TEMPORARY TRAIL CLOSURE AREA
-  ADVANCE TRAIL CLOSURE SIGNS

ENVIRONMENTAL ASSESSMENT

NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY

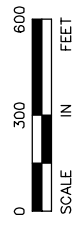


FIGURE 6.3
RICE CREEK REGIONAL TRAIL
MITIGATION DURING CONSTRUCTION

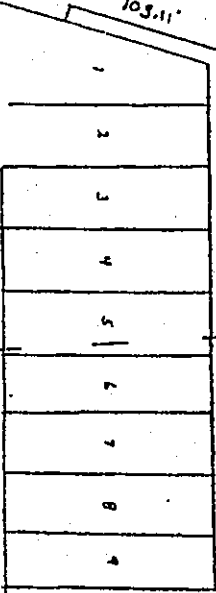


NE 1/4 Sec. 15, T-30-N, R-24-W

To Coon Creek



LOCKE PARK



893+68.7

892+55.9

Anoka County Dept. of Parks & Recreat
Hiking & Biking Trail & Fencing

890

55.887+30
M.P. 16.80

To St. Croix Tower

844+80

16

EXHIBIT 'A'

BURLINGTON NORTHERN RAILROAD COMPANY

CONTAINING 14,910 SQ. FT. MORE OR LESS

CITY Fridley COUNTY Anoka STATE Mn.

MAP # K-3 SCALE: 1"=100' DATE: 4-10-85

DIVISION: MN CHIEF ENGINEER TWIN CITIES REGION D&R

AGREEMENT made this 1st day of December, 1981, between ~~BURLINGTON NORTHERN INC.~~ ~~a corporation, hereinafter called the "Railroad,"~~ and BURLINGTON NORTHERN RAILROAD COMPANY (formerly BURLINGTON NORTHERN INC.), a Delaware corporation, hereinafter called the "Railroad", and ANOKA COUNTY, DEPARTMENT OF PARKS & RECREATION, whose postoffice address is 550 Bunker Lake Boulevard, Anoka, Minnesota 55303, hereinafter called the "Applicant."

WITNESSETH;

WHEREAS, the Applicant desires to construct, maintain and use a paved hiking and biking path (hereinafter termed the "facility"), upon the right of way of the Railroad located at Fridley, Anoka County, Minnesota, as shown hatched blue ~~as shown in Red~~ upon the plan which is attached hereto and made a part hereof, marked Exhibit "A," the Railroad consents thereto upon the following terms and conditions: dated September 25, 1981,

1. Applicant shall pay to the Railroad the sum of One Hundred and No/100----- dollars (\$100.00) upon the execution hereof, for the first 5 year period and for each subsequent 5 years that this agreement remains in effect.

2. The Applicant shall construct and maintain the said facility at the Applicant's sole cost and expense and in a manner in all respects satisfactory to the Railroad.

3. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

Applicant shall, at its own sole cost and expense and in a manner in all respects satisfactory to Railroad's Minnesota Division Superintendent, construct a chain link fence, on both sides of said hiking and biking path across Railroad property.

4. The Applicant shall and hereby does release and discharge the Railroad of and from any and all liability for damage to or destruction of said facility or any property of the Applicant upon the premises of the Railroad in connection with the construction, maintenance and use thereof, and the Applicant shall and hereby does assume any and all liability for injury to or death of persons or loss of or damage to property in any manner arising from or during the construction, use, maintenance ~~or removal~~ of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and the Applicant shall and hereby does indemnify and save harmless the Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising, growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid.

5. Upon the cancellation or termination otherwise of this agreement the Applicant shall at the Applicant's own sole cost and expense and to the satisfaction of the Railroad ~~remove the said facility and~~ restore the premises of the Railroad as near as may be to their now existing condition.

~~In the event that the Applicant shall fail to remove or cause to be removed from said premises the said facility prior to the effective date of the cancellation or termination otherwise of this agreement, the Railroad may appropriate the said facility or any part thereof to its own use without compensation to the Applicant or may remove the same at the cost and expense of the Applicant.~~

6. The Applicant shall not assign this agreement ~~or permit any other person or persons to use or occupy any portion of the premises of the Railroad occupied by the said facility~~ without first having obtained the written consent of the Railroad.

7. Either party hereto may cancel and terminate this agreement at any time upon thirty days notice in writing to the other of its intention so to do.

8. All notices to be given by the Railroad to the Applicant hereunder may be effectually given by letter from the Railroad or its agent or attorney deposited postpaid in a United States post office addressed to the Applicant at the Post Office address above stated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

[Handwritten signatures: Doug Tabler, George R. ...]
[Handwritten signatures: Jean E. ...]
[Handwritten signature: ...]

BURLINGTON NORTHERN RAILROAD COMPANY

By _____
General Manager - Leases

ANOKA COUNTY,
DEPARTMENT OF PARKS & RECREATION

By *[Handwritten signature]*
title Chairman of the County Board

DUPLICATE

SUPPLEMENT TO LEASE NO. 239,416

BY MUTUAL AGREEMENT, the description of the property leased to ANOKA COUNTY, DEPARTMENT OF PARKS & RECREATION, by BURLINGTON NORTHERN RAILROAD COMPANY (formerly BURLINGTON NORTHERN INC.),

~~BURLINGTON NORTHERN RAILROAD COMPANY~~, at or near Fridley station, Anoka County, State of Minnesota, under Lease No. 239,416, dated December 1, 1981, is hereby amended to

read as follows:

All that part of the premises of the said Lessor as shown hatched black on the print hereto attached, marked Exhibit "A" dated April 10, 1985, and made a part hereof.

Lessee is hereby allowed to erect and maintain a covered bridge within the lease site in addition to the paved biking and hiking path.

The rental in said agreement is hereby fixed at One Hundred and No/100 Dollars (\$100.00) per year effective May 1, 1985, and Five Hundred and No/100 Dollars (\$500.00) for each five (5) years thereafter, effective December 1, 1986.

~~The annual rental in said agreement is hereby fixed at _____ Dollars, (0) per annum, effective _____~~

All other terms and conditions of said lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 22nd day of April, 1985.

BURLINGTON NORTHERN RAILROAD COMPANY

By [Signature]
Manager Leases

In presence of:

[Signature]
[Signature]

ANOKA COUNTY, DEPARTMENT OF PARKS & RECREATION

By [Signature]

Title Director of Parks & Recreation