

**PEDESTRIAN ACCESS LICENSE AGREEMENT  
(City Hall Annex, Saint Paul, Minnesota)**

**THIS LICENSE AGREEMENT** (this "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Saint Paul, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, whose address is Suite 1000, 25 West 4<sup>th</sup> Street, St. Paul, Mn 55102 (the "CITY"), and the County of Ramsey, a political subdivision organized under the laws of the State of Minnesota, whose address is 15 West Kellogg Blvd, Suite 250, St. Paul, Mn 55102 (the "COUNTY").

**RECITALS**

A. The CITY is the owner of a building on certain real property described on Exhibit A attached hereto (the "CITY Property").

B. The COUNTY is a tenant under a lease dated August 22, 2012 ("County Lease") with Lowry Building LLC ("Landlord") for a portion of space in the adjacent building owned by the Landlord, which leased premises are described on the attached Exhibit B ("Leased Premises").

C. The COUNTY desires to enter upon that portion of the CITY Property shown on the attached Exhibit C, including a portion of the CITY owned second floor hallway corridor and break room ("Pedestrian Access Pathway"), for the sole purposes of pedestrian access between the Leased Premises and the public skyway in the CITY Property and use of the break room (the "Permitted Activities"). No other activities shall be conducted on the Pedestrian Access Pathway. The hours of access and means of access are described on the attached Exhibit D.

D. The CITY is willing to grant to the COUNTY a license to conduct the Permitted Activities on the CITY Property, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **GRANT OF LICENSE; ACCESS CARDS.** Beginning on the Effective Date (as defined in Section 12 below), the CITY hereby grants to the COUNTY, its employees, and persons physically escorted by COUNTY employees ("Escortees") a non-exclusive license to enter into and upon the CITY Property (the "License"), solely and exclusively for the purpose of conducting the Permitted Activities on the CITY Property. The COUNTY shall not knowingly permit any person affiliated with the COUNTY or any invitee of the COUNTY to enter upon or use the Pedestrian Access Pathway without being physically escorted by a COUNTY employee.

The COUNTY will issue, at its own expense, access cards to COUNTY employees designated on a list provided to the CITY (the "Employee List") for COUNTY employee access through the two security doors and the break room door within the Pedestrian Access Pathway. Upon resignation, retirement, reassignment or termination of a COUNTY employee on the Employee List, the COUNTY will immediately notify the CITY so the employee's access may be removed from the CITY's security system. If a COUNTY employee access card is lost, stolen or not returned, the COUNTY will immediately notify the CITY.

This Agreement is granted subject to all the terms and conditions set forth herein. The COUNTY acknowledges and agrees that this Agreement creates a license only and that the COUNTY does not, and shall not claim any title, interest or estate of any kind or extent whatsoever, including, but not limited to any fee, leasehold or easement interest in the CITY Property by virtue of this License or the COUNTY's use of the CITY Property in accordance herewith. Neither the Pedestrian Access Pathway nor any hallway in the CITY Property is a public space or area.

2. **RESTRICTIONS ON USE OF LICENSE.** In addition to the restrictions upon usage of the CITY Property as expressly described herein and necessarily implied by the License granted by Section 1 above, the COUNTY shall exercise all reasonable efforts to undertake all aspects of the Permitted Activities in the least intrusive manner possible, so as to minimize the impact and effect such activities may have upon the CITY and the general public's use of adjacent skyway areas. The COUNTY shall not block open at any time either of the two security doors in the Pedestrian Access Pathway.

3. **EMPLOYEES AND ESCORTEES.** The Permitted Activities may be engaged in by the COUNTY through its employees and Escortees. For the purposes of this Agreement, the actions and omissions of such employees and Escortees shall be deemed to be the actions and omissions of the COUNTY.

4. **TERM.** The term of this Agreement shall commence as of the Effective Date and shall end upon the termination of the County Lease (including any extensions thereof) or as otherwise provided in Section 11 below.

5. **LIENS.** The COUNTY shall not permit any lien or encumbrance upon the CITY Property resulting from its activities thereon pursuant to this Agreement.

6. **DAMAGE TO PROPERTY, MAINTENANCE, REPAIR, SIGNAGE.** If any of the CITY Property is damaged by the COUNTY in connection with the Permitted Activities, the COUNTY shall reimburse the CITY for its expenses in repairing such damage. The COUNTY shall not construct any improvements or place signage on the CITY Property. The CITY will install a sign at the entrance door from the CITY Property to the adjacent building owned by Landlord at Security Door #2 as shown on attached Exhibit C stating substantially as follows:

“Entrance Reserved for Building Tenants  
Public Entrance located at 345 Wabasha Street, Suite 120”

The CITY agrees to maintain the doorways and card reader/access equipment as described in this Agreement and to pay all maintenance expenses.

7. INDEMNITY. The COUNTY shall indemnify, defend and hold harmless the CITY against any and all claims, demands, actions, suits, judgments, losses, damages, expenses, penalties, fines, sanctions, court costs, litigation costs, and reasonable attorneys’ fees (collectively referred to herein as “Claims”) asserted against or incurred by the CITY, its successors, designees and assigns, for injuries to persons and/or entities (including, without limitation, loss of life), for damage, destruction or theft of property, or for any other losses or liabilities that may be sustained as a result of activities, operations or use of the Pedestrian Access Pathway by the COUNTY, its successors, employees, and Escortees, and all those claiming by or through them. Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits that each party is entitled to under Minnesota Statutes.

8. CONDITION OF PROPERTY; ASSUMPTION OF RISK. The COUNTY acknowledges that it (a) has physically inspected the Pedestrian Access Pathway, and (b) accepts the right to use the Pedestrian Access Pathway for the License with full knowledge of the condition thereof, without any representations or warranties of any kind from the CITY. The COUNTY is also fully aware of the risks of using the Pedestrian Access Pathway and knowingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the CITY Property.

9. INSURANCE. The COUNTY shall obtain and keep in force during the term of this Agreement a self-funded program covering tort liability and worker’s compensation that is acceptable in form and amounts to the CITY. Prior to entering on the CITY Property pursuant to this Agreement for the Permitted Activities, the COUNTY shall furnish a letter evidencing compliance with this Section.

10. COMPLIANCE WITH LAWS. The COUNTY shall comply with all laws, regulations and ordinances applicable to the Permitted Activities.

11. TERMINATION, CITY REMEDIES. The CITY reserves the right to terminate the License and this Agreement upon the occurrence of any of the following events: (i) upon the destruction of the building on the CITY Property or substantial damage to the Pedestrian Access Pathway by fire or other casualty and no reconstruction or repairs are made by the City; or (ii) if the COUNTY fails to timely make any of the payments or perform any of its agreements required in this Agreement after receiving thirty (30) days notice of such failure thereof by the CITY; or (iii) if substantial and repetitive abuse of and/or damage to the Pedestrian Access Pathway is caused by the users thereof provided that the CITY shall give notice of such abuse and/or damage to the COUNTY and allow the COUNTY a reasonable period of time to cause such abuse and/or damage to cease and terminate. The CITY may exercise this termination right

by giving written notice of termination to the COUNTY at the address stated above by mail or personal delivery.

The COUNTY further acknowledges and agrees that no remedy conferred upon or reserved to the CITY is intended to be exclusive of any other available remedy or remedies, and thus the CITY shall be entitled forthwith to full and adequate other relief under both law and equity to enforce COUNTY's obligations hereunder, including, but not limited to an action for money damages. If COUNTY defaults under any of the provisions of this Agreement and the CITY employs attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of COUNTY, COUNTY will on demand pay to the CITY the reasonable fee of such attorneys and such other expenses so incurred.

12. AGREEMENT EFFECTIVE WHEN SIGNED. This Agreement shall become effective on the date the COUNTY takes possession of the Leased Premises under the County Lease (the "Effective Date").

13. TRANSFER/ASSIGNMENT. The COUNTY shall not transfer or assign any of its rights hereunder without the prior written consent of the CITY. The CITY has absolute discretion in this decision. Any such transfer or assignment made without the prior written consent of the CITY shall be null and void and of no force or effect and shall entitle the CITY to terminate this Agreement.

14. GOVERNING LAW, VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, without reference to the choice of law rules thereof. All litigation arising out of this Agreement shall be venued in Ramsey County district court.

15. ENTIRE AGREEMENT. This Agreement is the full, complete, and entire agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

16. HEADINGS. The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

17. SINGULAR AND PLURAL. As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from a singular to plural, or vice versa.

18. SURVIVAL. With respect to any obligations or matter accruing or occurring

before the expiration or termination of this Agreement or the license, the terms and conditions of Sections 6, 7, 8, 9 and 11 shall survive the expiration or termination of this Agreement or the License.

19. COUNTERPARTS. This Agreement may be executed in counterparts, all of which when taken together shall constitute one and the same agreement.

20. LIMITED REMEDIES AGAINST CITY. In the event that the CITY fails to perform any of its obligations under this Agreement, the sole remedy of the COUNTY is to bring an action for specific performance, and in no event does the COUNTY have any claim for direct, consequential and/or incidental damages under this Agreement or by law or equity.

21. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement, express or implied, is intended to confer on the Landlord or any person other than the parties to this Agreement, any rights, remedies or liabilities by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF SAINT PAUL, MINNESOTA**

By: \_\_\_\_\_  
Its: Mayor or Deputy Mayor

By: \_\_\_\_\_  
Its: Director, Office of Financial Services

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

COUNTY OF RAMSEY

By Julie Kleinschmidt  
Julie Kleinschmidt, County Manager

Approval recommended:

By Bruce Thompson 4/27/13  
Bruce Thompson, Director of Property Management

Approved as to form and insurance:

David R. Juler  
Assistant Ramsey County Attorney

## EXHIBIT A

### Description of CITY Property

Part of Lots 8, 9 & 10 lying southeasterly of a construction building line described as follows; beginning on the westerly line of and 51.5 feet northwesterly from the southwesterly corner of Lot 8; thence northeasterly parallel with the southeasterly line of Block 21 for 51.96 feet; thence northwest at a right angle for 3.5 feet; thence northeasterly at a right angle for 12.4 feet; thence northwesterly at a right angle for 25.75 feet, thence northeasterly at a right angle more or less for 84.96 feet more or less to a point on the easterly line of and 80.7 feet northwesterly from the southeasterly corner of said Lot 10, Block 21, City of St. Paul.

**EXHIBIT B**

**COUNTY'S Leased Premises  
(Sections 1.4 and 1.5 of the County Lease)**

A portion of the first floor, the entire second floor, and a portion of the third floor of the building located on the real property situated at 345 Wabasha Street, St. Paul, Minnesota, 55102, as shown on the sketches attached to this Exhibit B, and containing 29,938 net rentable square feet, together with the use of the Common Areas.



**Lease  
Ramsey County  
Attorney Office**

1.4. Property: The real property situated at 345 Wabasha Street, St. Paul, Minnesota 55102, and legally described on attached Exhibit A and the rights, privileges and appurtenances belonging thereto (the "Property"), including the building located thereon, which is and includes the Lowry Square Building (the "Building")

1.5. Premises: A portion of the first floor, the entire second floor, and a portion of the third floor of the Building located on the Property as shown on the sketch attached to this Lease as Exhibit B (the "Premises"), and containing 29,938 net rentable square feet, together with the use of the Common Areas (as defined in Section 3 below), and also together with the rights, privileges and appurtenances belonging thereto. The final measurement of net rentable area of the Premises (which does not include allocation of a Common Area factor) shall be made upon Substantial Completion of the Landlord's Work, as provided in Sections 4 and 5.2 below, and in accordance with BOMA standards for office space in effect as of the Effective Date of this Lease, and shall be stated in the Ratification Agreement as provided in Section 2.4.

1.6. Lease Term: One Hundred Twenty (120) months (the "Term"), commencing on the Commencement Date (as defined herein) and ending on the last day of the 120th month following the Commencement Date unless sooner terminated as provided in this Lease (the "Expiration Date"), as adjusted, if at all, as provided in Section 2.4 below, or by an Extension Term.

1.7. Commencement Date: February 1, 2013, except as adjusted as provided in Section 2.4 below.

1.8. Rent Commencement Date: Tenant's obligation to pay Rent (as hereinafter defined in Section 2.2) under this Lease shall commence two and one-half (2.5) months after the Commencement Date.

1.9. Tenant Use: General Office.

1.10. Rent: Rent payable on the first day of each month of the Term in the amount shown on attached Exhibit C, and as defined in Section 2.2 below.

1.11. Exhibits A-J are attached hereto and made a part of this Lease.

Exhibit A:	Legal Description of the Property
Exhibit B:	Sketch Showing Location of the Premises
Exhibit C:	Rent Schedule
Exhibit D:	Construction of Improvements
Exhibit E:	Form of Ratification Agreement
Exhibit F:	Surrender Payment Schedule
Exhibit G:	Prohibited Uses
Exhibit H:	Form of Subordination Agreement
Exhibit I:	Cleaning Specifications
Exhibit J:	Form of Memorandum of Lease

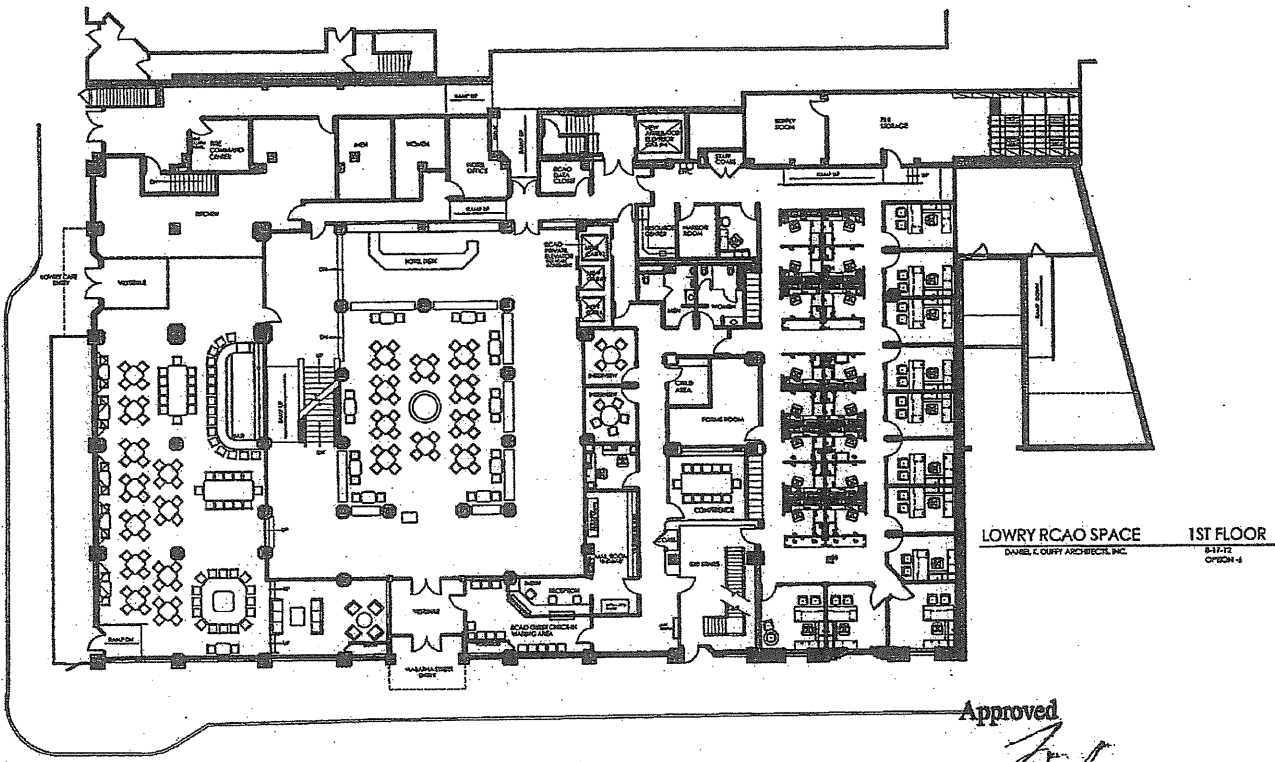
1.12. "Substantially Completed" shall mean that Landlord shall have obtained a final, unconditional certificate of occupancy for the Premises (if required) and shall have delivered to

**EXHIBIT B**

**FLOOR PLANS SHOWING THE PREMISES**

(Attached)

Exhibit B



LOWRY RCAO SPACE 1ST FLOOR  
DANIEL E. CURRY ARCHITECTS, INC. 8/17/12  
OPTION 4

Approved

*[Handwritten Signature]*  
John J. Choi

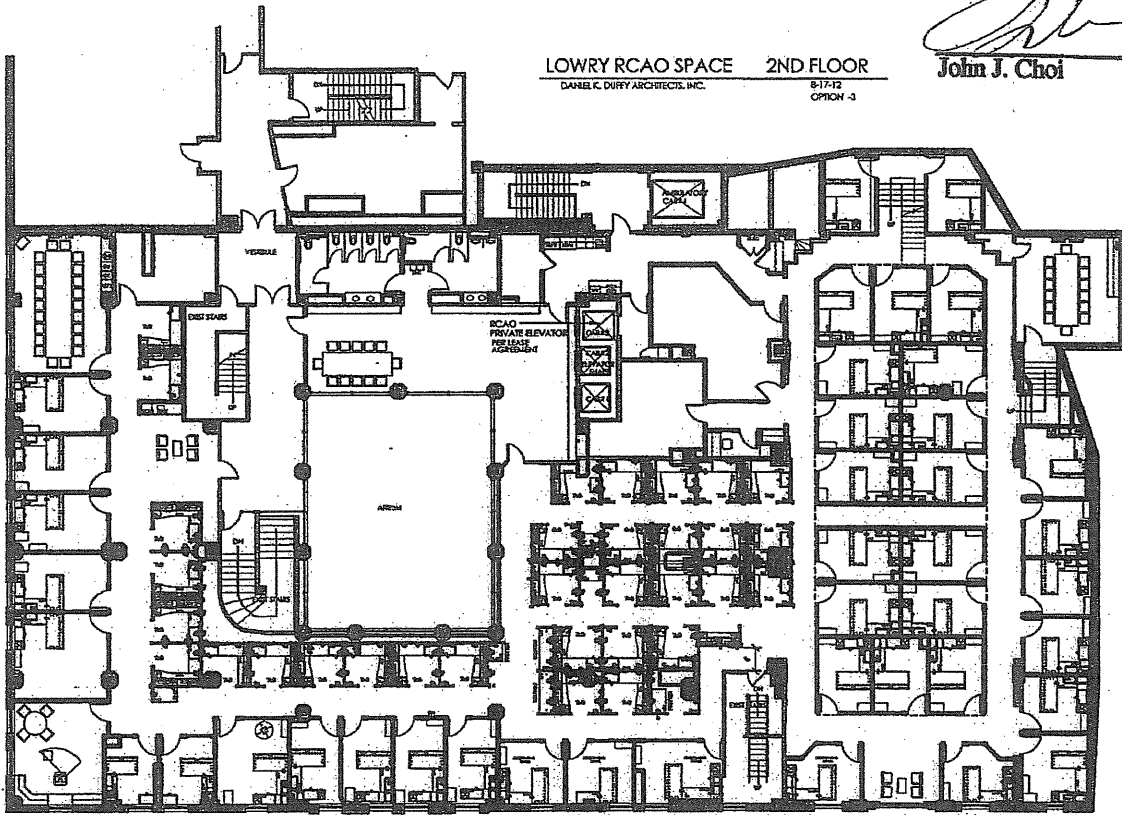
Exhibit B (cont'd)

Approved



LOWRY RCAO SPACE 2ND FLOOR  
DANIEL C. DUFFY ARCHITECTS, INC. 8-17-12  
OPTION 3

John J. Choi



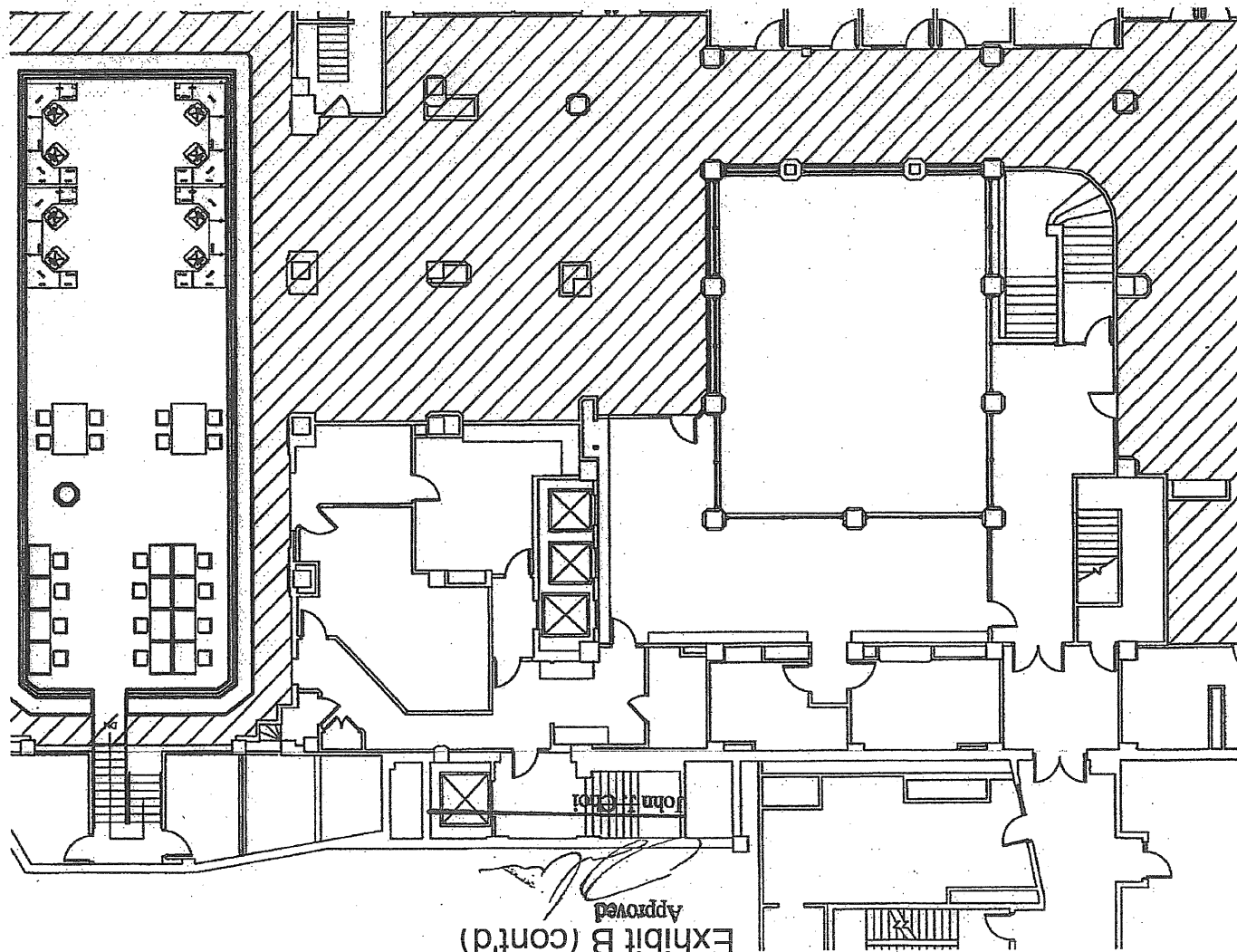


Exhibit B (cont'd)

Approved

*[Handwritten Signature]*

John J. Choi

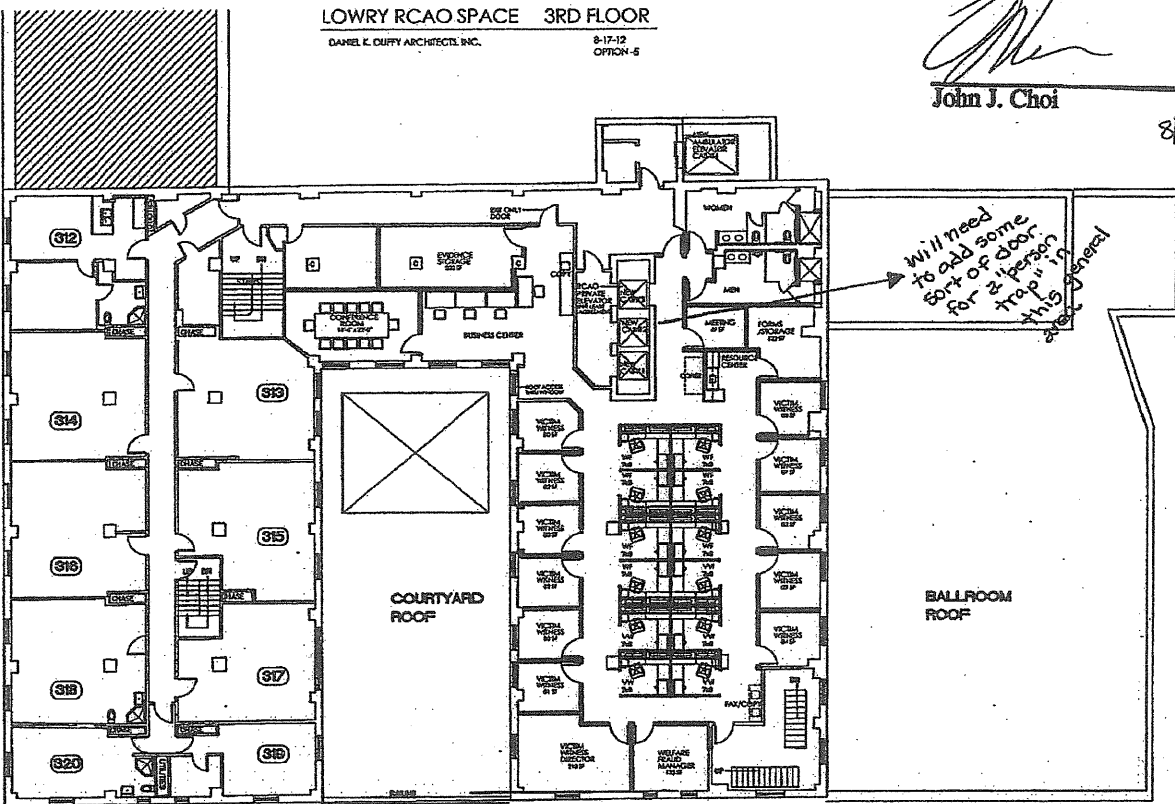
Exhibit B (cont'd)

Approved



John J. Choi

8/22/2012

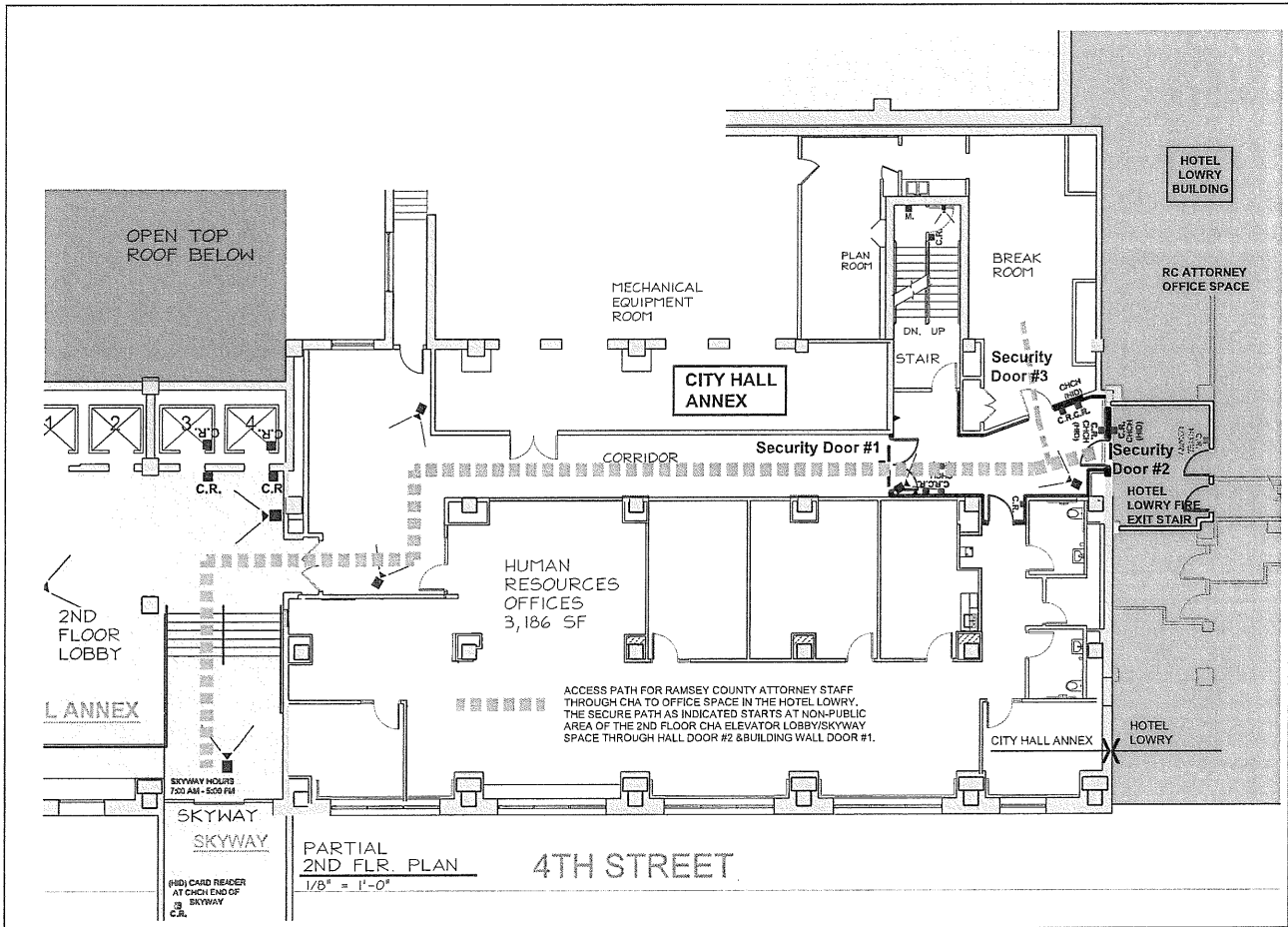


**EXHIBIT C**

**Pedestrian Access Pathway**

**[Insert Drawing Here]**





Office of Financial Services  
Real Estate Section  
100 City Hall Annex, 25th Floor  
Phone: (612) 644-6329 Fax: (612) 644-6339

05/10/2013 - GENERAL REVISIONS

City Hall Annex  
Partial 2nd Floor  
Floor Plan  
Access Pathway for  
Ramsey Co. Attorneys  
SAINT PAUL, MINNESOTA

PEDESTRIAN  
PATHWAY

2ND FLR. PATHWAY  
CHCH TO LOWRY  
HOTEL COUNTY  
ATTORNEY OFFICES

PROJECT: 1301  
DRAWN: Michael Pichaud  
DATE: 04/04/2013  
BY: \_\_\_\_\_

EXHIBIT-C  
1 OF 1 SHEETS

## EXHIBIT D

### Access Hours and Means

**(24-hour access for COUNTY Employees only)**

Security Door #1 – Business hours (7:00 am-5:30 pm) – electronically held open, no access card needed in either direction. After hours (5:30 pm-7:00 am) – CHCH access card needed in both directions.

Security Door #2 – 24 hours – CHCH access card required in both directions.

Security Door #3 – 24 hours – CHCH access card required in both directions.