

EXHIBIT B

LICENSE AGREEMENT (RELEASE OF LIABILITY)

**THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS.
READ IT CAREFULLY BEFORE SIGNING.
IF YOU DO NOT UNDERSTAND IT,
YOU MAY WISH TO CONSULT AN ATTORNEY.**

1. DEFINITIONS:

The following definitions are used in this document:

INJURY means any injury or harm of any kind to person or property, including injury or harm which results in death.

LICENSEE means **City of St. Paul**, together with its employees, agents, contractors and invitees, or any other person, firm or corporation acting pursuant to the permissions granted herein.

CPR means **Soo Line Railroad Company**, doing business as Canadian Pacific Railway.

CPR PROPERTY means land, buildings, facilities, equipment, and any other property owned or used by **CPR**.

RELEASED COMPANIES means the following companies and their respective directors, officers, employees, and agents: Soo Line Corporation, Soo Line Railroad Company, Tri-State Land Company, Tri-State Management Company, The Milwaukee Motor Transportation Company, Hiawatha Transfer Company, Canadian Pacific Limited, Delaware and Hudson Railway Company, Inc., and their respective parent companies, subsidiaries, affiliated companies, successors and assigns including any company doing business as Canadian Pacific Railway or CP Rail System or which uses Canadian Pacific Railway or CP Rail System as a trademark or service mark.

HEIRS means family, any other heirs, and any person responsible for administering any property during life or after death in respect to Licensee.

2. PERMISSION TO ENTER:

CPR gives Licensee permission to enter and be in and on **CPR PROPERTY** in St. Paul, Ramsey County, Minnesota Hoyt Avenue West and Larpenteur Avenue:

BEGINNING at 00:01 on **APRIL 1, 2013**, and
ENDING at 23:59 on **SEPTEMBER 30, 2014**, for the

PURPOSE of installation of culvert; sloping, grading and clearing; and storage of materials in conjunction with the construction of Wheelock Parkway Bridge over CPR tracks.

Licensee may not transfer or assign this permission. **CPR** reserves the right to revoke this permission at any time.

3. RELEASE OF LIABILITY:

Licensee acknowledge that in entering and being in and on **CPR PROPERTY**, Licensee will be subject to risks of **INJURY** to Licensee and Licensee's property, both known and unknown, foreseeable and unforeseeable. In consideration of the permission being granted to Licensee pursuant to paragraph 2, above, Licensee expressly, knowingly, and intentionally assume all such risks of **INJURY** to Licensee and Licensee's property, whether caused, in whole or in part, by the negligence of the **RELEASED COMPANIES**, and Licensee and its **HEIRS** release, forever discharge, and covenant not to sue the **RELEASED COMPANIES** from and for any and all present or future claims, causes of action, responsibility, or liability arising from any such **INJURY** to Licensee or Licensee's property that occurs while Licensee are on, or results from Licensee having been on **CPR PROPERTY**. Finally, Licensee acknowledges that Licensee have read and understood this document and that Licensee has had an opportunity to consult an attorney before signing this document.

CITY OF ST. PAUL

SOO LINE RAILROAD COMPANY

doing business as Canadian Pacific Railway

By _____
Its Director of Financial Services

By _____

Its Authorized Representative

Date: _____

By: _____
Its Mayor or Deputy Mayor

By: _____
Its City Clerk

Date: _____

Approved as to form:

Assistant City Attorney