

TEMPORARY LICENSE

This TEMPORARY LICENSE ("License") is dated as of the ____ day of _____, 2023, between the **City of Saint Paul**, a Minnesota municipal corporation ("City"), whose address is 25 West Fourth Street, Saint Paul Minnesota, 55102, and **Shidler/West Finance Partners V, Limited Partnership** ("Shidler"), whose address is 1 Lincoln Plaza, Ste. 37 KL, New York, New York 10023-7140.

WHEREAS, Shidler owns the former K-Mart facility located at 235 Maryland Avenue East, Saint Paul, Minnesota ("Shidler Property"), as shown on the attached Exhibit A; and

WHEREAS, the City is seeking to obtain a temporary, revocable license ("License") for its Saint Paul Police Department to use a portion of the Shidler Property for a temporary impound lot in the event that spring flood conditions require the relocation of vehicles and operations from the existing impound lot at 830 Barge Channel Road; and

WHEREAS, the City is also seeking Shidler's permission for the City's Public Works department to relocate snow deposited by private parties on the Shidler Property parking lot to other locations within the Shidler property to provide adequate space for the temporary impound lot; and

WHEREAS, Shidler wishes to grant the License to the City for these purposes, subject to any and all conditions as set forth herein; and

WHEREAS, Shidler wishes to cooperate in, and does not wish to delay, the City's use of the Shidler property; now

THEREFORE, Shidler hereby grants to the City this License for the City's use of the Shidler Property for the following purposes, subject to the following terms and conditions:

1. The permitted operations to occur on the Shidler Property are:
 - a. Relocation of snow previously deposited by third parties within the Shidler parking lot to other locations within the Shidler property; and
 - b. Ongoing operations of the City's impound lot, including acceptance and removal of vehicles impounded by the Saint Paul Police Department, customer service for the public recovering towed vehicles, and other related activities.

The City will conduct its operations on the Shidler Property in a safe and professional manner.

2. The License will commence on [REDACTED], 2023 and expire on the date the City has removed all vehicles and equipment from the Shidler Property upon the City's return to the existing impound lot in approximately 30-60 days following commencement of the License, unless earlier terminated by Shidler (the "Term").

3. Shidler will charge a one-time License fee of \$XX,000 for the City's use of the Shidler Property.
4. Shidler retains, and does not waive, all rights it may possess in connection with the use of the Shidler Property.
5. Shidler, at its sole and absolute discretion, may terminate the License for any reason upon 24-hour written notice to the Saint Paul Police Department.
6. The License shall be subject to any other applicable licensing and permit requirements of the City.
7. If during the Term the Shidler Property is damaged by the City, the City will promptly, but in any event prior to the expiration date, repair the damage and restore the Shidler Property to its previous condition. The City, its contractors or agents, will contact Shidler at least 15 days prior to the expiration of the Term for Shidler's inspection of the Shidler Property.
8. Shidler will not be responsible for any loss, claim, damage, or expense as a result of any accident, injury, or damage to any person or property occurring anywhere on the Shidler Property, as a result of the City's use, unless resulting from the negligence or willful misconduct of Shidler. Notwithstanding the foregoing:
 - (a) Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its officers and employees and any liability resulting therefrom to the extent authorized by law. No party shall be responsible for the acts of the other and the results thereof. Each party agrees to promptly notify all parties if it becomes aware of any potential claim(s) or facts giving rise to such claims.
 - (b) The City shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Shidler and Shidler's owners, partners, lenders, employees, agents and representatives from and against all claims, losses, damages, costs and liabilities, including attorney's fees (including without limitation third party claims), to the extent resulting or arising from the City's use of this License, the City's use of or activities upon the Shidler Property, the City's presence on the Shidler Property, the City's negligence or misconduct, the City's breach of this License, or the City's violation of any law, ordinance or other regulation. For purposes of this paragraph, "City" shall be deemed to include the City and all entities and agencies related to or affiliated with the City (including without limitation the Saint Paul Police Department and Public Works Department), and their respective officials, employees, agents, representatives, consultants, invitees of the City, and any other party or person for whom the City or its agencies are legally liable.
 - (c) The terms of the License are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on obligations set forth in this section and otherwise in this License.

(d) At all times during the Term, the City shall maintain liability, property, automobile, worker's compensation, and all other customary policies of insurance with limits appropriate to the activities to be conducted under this License on the Shidler Property.

9. COUNTERPARTS: The parties may sign this License in counterparts, each which constitutes an original, but all of which together constitute one instrument.
10. ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this License shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic filed. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g.: via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

The above terms and conditions are hereby accepted and agreed to by the parties:

Shidler West Finance Partners V, Limited Partnership

By: _____
Name

Date: _____

By: _____
Name

Date: _____

City of Saint Paul

By: _____

Date: _____

Its Chief of Police

Saint Paul City Attorney

By: _____
As to form

Date: _____