LICENSE AGREEMENT
(High Bridge Commons)

THIS LICENSE AGREEMENT, (the "Agreement") dated effective the ____ day of _____, 2012 is by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation, d/b/a Xcel Energy, at an address of 414 Nicollet Mall, Minneapolis, MN 55401 (hereinafter referred to as "Licensor") and the CITY OF ST. PAUL, a municipal corporation, at an address of 25 West 4th St. 400 CHA Saint Paul, MN 55102 (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Licensee desires to use an area of the Licensor's property depicted as the High Bridge Commons License Boundary on Exhibit "A" (excluding Pond #5 as depicted on Exhibit A) attached hereto, and hereinafter called (the "Site") for various activities as described below; and

WHEREAS, Licensor is willing to permit Licensee the use of the Site subject to the terms and conditions of this Agreement.

WHEREAS, Licensor and Licensee agree that the use of the Site during the term of the License will be a parks and recreation purpose, and will cause the property to be subject to the rules and regulations of the City of Saint Paul Department of Parks and Recreation, as set forth in Saint Paul Legislative Code Chapter 170 and any rules adopted thereunder, subject to the terms and conditions of this Agreement.

WHEREAS, Licensee is aware that the Site was the location of the former High Bridge Coal Fired Generating Plant and that the plant was demolished in 2008-2009 and that the Site could contain materials and substances associated with historic industrial operations.

WHEREAS, Licensee is aware that there the Site was covered with 2-3 feet of imported soil in 2010 and agrees and understands to maintain this soil cap.

WHEREAS, Licensee is aware and agrees that any development on the Site must be done in a way that ensures that the vegetation and soil cover is maintained and all permit and regulatory requirements are met.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, Licensor and Licensee agree as follows:

1. Grant of Right of Entry. Licensor hereby grants to Licensee the right to enter upon and use the Site owned by Licensor. Such right of entry is granted only during the time periods listed in this Agreement as set forth in Section 2 below, and only for the purposes set forth in Section 3 below.

2. Term. The term of this License shall be for a period of fifteen (15) years commencing on the date written above and extending through March 31, 2027 (the "Term"). Except as provided in Section 3 below, Licensor may terminate this License for

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any reason or no reason by providing Licensee 90 day's written notice. This License may be renewed by the execution of both the Licensee and Licensor after the initial term with a letter of agreement confirming both parties' desire for a successive five (5) year period (Renewal Period). Each Renewal Period will follow upon the same terms and conditions as set forth in this License.

3. Allowed Uses/Restrictions.

Use of Property:

a) Licensee shall use the Site for a dog park ("Permitted Use"). This Agreement does not permit any other uses or the construction of any structures, utilities, parking spaces, improvements or buildings on the Site without the prior written consent of Licensor. In no event shall the boundary area of this Agreement be expanded to include the area of the former coal yard (depicted on Exhibit A) for any Permitted Use other than recreational trail.

b) All Site developments for any Permitted Use, including any future Permitted Uses, approved by Licensor in writing, must be reviewed and approved by the Licensor. A "Site Development Plan" must be submitted to the Licensor no less than 90 days before the development. Any and all Site Development Plans will be hereinafter called (the "Improvements"). The submittal must include:

i. Construction plans
ii. Design drawings
iii. Schedule
iv. List of permits
v. Storm water protection during and after construction
vi. Soil and vegetation management plan that addresses:

1) Methods to monitor the excavation
2) Segregation and disposal of soil material beneath the soil cap.
3) Backfill with clean soil
4) Contingency plan for encountering an unknown hazard
5) Backfill soil source and documentation that the source meets at a minimum the MPCA recreational soil standards.
6) All excavations into the subgrade must be backfilled with clean soil. Excavated subgrade soil may not be used as backfill unless approved by owner.

c) All construction, maintenance, ground elevation changes or Improvements, and future operations and maintenance of the Site by Licensee. , including any future Permitted Uses, approved by Licensor in writing, shall adhere to the Site Development Plan.. The following restrictions apply to the property:

(i) No basements or subgrade building structures will be allowed.

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(ii) Installations that encourage intensive use of an area will require vapor barriers, such as a plastic barrier between the installation and subgrade.

(iii) No development other than trails will be allowed on the engineered coal yard cover area, hereinafter called (the "Former Coal Yard Boundary") depicted on Exhibit A. During Site development, all subgrade soil must be isolated from the clean soil cap and any excavated or spilled subgrade soil must be removed and disposed of at the SKB landfill, Rosemount MN

(iv) During site development, all soil imported to the Site must be approved by the Licensor before soil is brought to the Site and must meet or exceed the MPCA tier II recreational soil values.

(v) Any development on the Site must be done in a way that ensures that the vegetation and soil cover is maintained and all permit and regulatory requirements are met.

d) The Licensee shall bear all costs associated with the Permitted Use.

e) Licensor has attached all known existing permits, easements and agreements for Licensee's reference as Exhibit "C" hereinafter called (the "Existing Agreements"). Licensee is responsible to meet all requirements that are stated within the Existing Agreements and shall be responsible for all additional costs under the Existing Agreements related to use of the Site under this Agreement. Licensee specifically acknowledges the Final Certificate in the matter of the condemnation by the State of Minnesota of certain lands for trunk highway purposes as set forth in Exhibit C, and Licensor makes no representations regarding the portion of the Site subject to said Final Certificate, or Licensor's use thereof. Failure of Licensee to maintain the Site under the terms of the Existing Agreements shall result in a Default under Paragraph 4 below. Licensor shall have the right to terminate this License within 60 days after notice to Licensee of Default of the terms of the Existing Agreements. Licensee shall be responsible for the cost of any and all repairs to the property as a result of such termination.

f) The Licensee is responsible to obtain all permits, authorizations or other regulatory approvals necessary for the development and operation of the Permitted Uses. The Licensee is solely responsible to meet all regulatory requirements for the construction and operation of any development. All developments must meet all existing permit requirements set forth in the Existing Agreements and all Applicable Laws.

g) If the Agreement is terminated by Licensor within the initial Term, Licensor may purchase any Improvements made by Licensee to the Site, at the Licensor's sole discretion, at a cost to be determined between Licensor and Licensee.

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h) The grant to Licensee under Paragraph 1 herein shall extend to Licensee's employees, agents, independent contractors, subcontractors, volunteers, invitees, and suppliers.

Maintenance and Development of Property:

a) Licensee shall install temporary signage on the Site to notify members of the public and others of access restrictions, access hours, emergency contact information, and other items as set forth in this Agreement. The temporary signage will not penetrate the ground more than two feet (2'). Licensee shall ensure all signage and any other items or equipment that are located or installed on the Site for the Permitted Use will be removed prior to the expiration of the Agreement. Licensee shall ensure that there will be no signage or references that will defame or present Licensor in a negative or harmful way.

b) Licensee shall ensure Licensor or its contractors acting on behalf of Licensor has access to the Site at any and all times. If any portion of the Site is secured by a gate and/or fencing, all access points shall be protected with a double lock system that will provide access to both the Licensor and Licensee.

c) Licensee shall ensure the entire Site is kept free of rubbish, waste, debris (other than that permitted as the Permitted Use) and that the soil cover is maintained, and the Site is kept in a neat, safe and orderly condition. Licensee shall also ensure that the Site will be cleaned of any trash or debris and the Site and the surrounding areas will be returned to Licensor in a cleaned and respectable condition prior to the expiration of the Agreement. Upon termination of the Agreement, Licensee shall reasonably restore the Site to its original condition, including removal of all Improvements.

d) The Site shall not be used in any manner or form inconsistent with the Permitted Use of the Site stated herein.

e) Licensee shall ensure that there shall be no fires or open burning, including but are not limited to, bon fires, campfires, fireworks, cooking fires, torch burning, prescribed burns, and open flames on the Site without the prior written consent of Licensor.

f) Licensee shall ensure that all vehicular traffic shall be limited to existing roads on the Site, and also ensure there will be no overnight parking, camping, equipment storage, or similar activity by Licensee, Licensee's invitees, or anyone else pursuant to this Agreement without prior consent from Licensor.

4. Default. Licensee shall be in default hereunder for a material violation of any term or condition under this Agreement. If Licensee is in default or if this License is terminated as provided in Section 3 above, it shall be lawful for Licensor, after giving notice to Licensee of the default and a reasonable time to cure, to declare the Term ended, to enter the Site, either with or without legal process, and to remove Licensee or any other person or persons from the Site, using such force as may be necessary, without being liable for prosecution, or for damages, and to repossess the Site free and clear of any right of Licensee. If, at any time,

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this License is terminated under this paragraph, Licensee agrees to peacefully surrender the Site to Licensor immediately upon termination, and immediately stop work and remove all of Licensee's equipment and possessions, and if Licensee remains in possession of the Site, Licensee shall be deemed guilty of forcible entry and detainer, and waiving notice, shall be subject to forcible eviction with or without process of law.

5. Licensee. Licensee is a self-insured entity and shall be responsible for payment of claims of damages due to bodily injury, including death, or property damage which may arise of out of and during the use and occupancy of the Site under this License.

6. Compliance with Laws, Rules & Regulations. At its sole cost and expense, Licensee shall give all necessary notices and obtain all required permits, licenses, authorizations and approvals and shall comply and ensure that all of its employees, agents, independent contractors, subcontractors, suppliers, invitees and representatives comply with all applicable federal, state and local laws, ordinances, governmental rules and regulations relative to the operations under this Agreement, including those relating to the preservation of the public health and safety, employment laws, environmental laws, zoning, ordinances, rules and regulations and those within the Occupational Safety and Hazard Act (OSHA). Licensee shall be liable for any fines or assessments levied thereunder against Licensee resulting from its acts or omissions hereunder.

7. Safety. Licensee shall identify all known hazardous and potentially hazardous areas on or about the Site and shall inform its employees, independent contractors, subcontractors, suppliers, invitees and representatives and members of the public so as to reasonably safeguard against hazards or other safety risks.

8. Hazardous Materials. Except with the express written permission of Licensor, Licensee shall not bring onto the Site, or permit to be brought onto the Site, any hazardous or toxic substance, waste, pollutant, contaminant or material or other regulated nonhazardous waste (including petroleum) regulated by the State of Minnesota, the United States Government, or any other local, state, or federal government authority with applicable jurisdiction ("Hazardous Materials"). In the event Licensee brings Hazardous Materials onto the Site (with or without permission of Licensor), Licensee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local government agencies related to such Hazardous Materials. Licensee shall remove such Hazardous Materials from the Site immediately upon request of Licensor. Licensee shall bear all costs related to environmental investigation, clean-up, removal, or restoration of any water, air, groundwater, natural resources, soil, or land, including, but not limited to the Site, arising out of the acts or omissions of Licensee, its employees, licensees, agents, contractors, subcontractors, invitees, suppliers, and other persons. Licensee will immediately advise Licensor in writing of any of the following: (a) any pending or threatened environmental Claims (as hereafter defined) against Licensee and/or Licensee's employees, licensees, agents, contractors, subcontractors, invitees, suppliers, and other persons relating to the Site; (b) any condition or occurrence on the Site that (i) results in noncompliance by Licensee and/or Licensee's employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons with any applicable Hazardous Materials Laws, or (ii) could reasonably be anticipated to form the basis of an environmental Claim against Licensee, Licensee's employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons, or Licensor or the Site; (c) any

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condition or occurrence on the Site or any property adjoining the Site that could reasonably be anticipated to cause transferability of the Premises under any Hazardous Materials Laws; and/or (d) the actual or anticipated taking of any removal or remedial action by Licensee in response to the actual or alleged presence of any Hazardous Material on the Site. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Licensee's response thereto. In addition, Licensee will provide Licensor with copies of all communications regarding the Site with any governmental agency relating to Hazardous Materials laws, all such communications with any person relating to environmental Claims, and such detailed reports of any such environmental Claim as may reasonably be requested by Licensor.

> Hazardous Materials Laws means any federal, state, or local laws (including common law), regulations, ordinances, orders or decrees of any applicable authority relating to, or claiming jurisdiction over the Site in question, concerning protection or preservation of human health, the environment or natural resources including, without limitation, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.) ("CERCLA"), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), the Low-Level Radioactive Waste Policy Act, 42 U.S.C. 2021b et seq., and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, as well as any other such authorities relating to (i) any spill, discharge, release or emission to the environment (including, but not limited to, air, surface water, groundwater, sand, soils, sediment); (ii) the quality of any environmental medium; (iii) the generation, treatment, recycling, storage, disposal, transportation or other handling or management of Hazardous Materials; (iv) the contamination or pollution of any environmental medium; or (v) responsibility for environmental conditions or activities affecting the environment.

9. Costs. Licensee shall timely pay all fees, taxes, wages, salaries and other charges and expenses in any manner associated with this Agreement. If Licensee makes Improvements to the Site such that an increase in the property tax results from such Improvement, such increase shall be paid by Licensee to NSP within thirty (30) days after NSP notifies Licensee of such property tax increase.

10. Security. Licensee shall provide all security necessary pursuant to this License, including that necessary for Licensee's vehicles, improvements, machinery, equipment, sets, facilities and supplies and Licensor shall have no liability for any injury, loss or damage arising out of Licensee's failure to properly provide such security. Licensee shall provide all security necessary pursuant to this License, to reasonably protect Licensor's personal and real property.

11. Partnership or Joint Venture. Nothing in this Agreement shall be interpreted or construed as a partnership or joint venture between Licensor and Licensee concerning Licensee's operations on the Site.

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12. Licensee to Indemnify.

(a) (i) As used in this License, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this License, the term "Injury" means (1) death, personal injury, or property damage; (2) the exacerbation of or exposure to any pre-existing (as of the effective date of this Agreement) Hazardous Materials already present or exacerbation or exposure to any pre-existing environmental or natural resource impairment or damage; (3) the introduction of Hazardous Materials or any new environmental or natural resource impairment or damage to the Site that is not pre-existing on the effective date of this Agreement; (4) loss of profits or other economic injury; (5) disease or actual or threatened health effect; and (6) any consequential or other damages.

(b) Licensee covenants and agrees to at all times protect, indemnify, hold harmless, release, and defend the Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this License; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric power generation, transmission, or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Site; or (3) the Licensee's or any other person's presence at the Site as a result of or related to this License.

(c) The Licensee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of the Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) asbestos or asbestos containing materials; (2) any Hazardous Materials, regardless of origin; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Licensee, its invitees, employees, licensees, agents, contractors, invitees and other persons.

13. Covenant Not to Sue. Licensee, for itself and its representatives, successors, and assigns, does hereby covenant and agree not to sue or bring any action (whether legal or not) against Licensor for injuries sustained to Licensee's person and property or the person and property of Licensee's employees, agents, independent contractors, subcontractors, invitees,

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suppliers, representatives, customers or members of the public due to or in anywise growing out of or connected directly or indirectly with Licensee's stated and associated activities and presence in and about the Site except due to Licensor's gross negligence or willful misconduct.

14. Licensee's Sole Risk and Expense. Licensee agrees that use of the Site by the Licensee hereunder, or its employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons and members of the public, shall be at the sole risk and expense of Licensee.

15. Services. The Site, including any improvements thereon, is "as is." Any service to or on the Site shall be at the sole expense of the Licensee, including, but not limited to, permits, licenses, fees and any associated costs of "hook-up", and must be approved by Licensor in advance.

16. Distance and Height Requirements. The Licensee shall construct and use the Site so as to maintain the maximum distance between the Permitted Uses and the Licensor's electric, natural gas, and/or railroad facilities, or other facilities located on the Site, allowable by the height, width and terrain of the Site. If the Permitted Uses crosses over or under the Licensor's electric, natural gas, and/or railroad facilities the crossing shall be as directed by the Licensor. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by the Licensor, shall be maintained on all crossings and parallel encroachments. All such distance and height requirements shall be noted in Attached Exhibit ___, which shall be updated as needed to reflect current site conditions during the term of the License

17. Removal and Relocation. Upon the request of Licensor, at any time and for any reasonable business-related reason, the Licensee shall remove or relocate at its own expense and within 90 days, all of Licensee's Improvements from the Site, or any other items brought on to the Site or any parts thereof, installed or otherwise on the Site pursuant to this License. In the event that the Licensee's use of the Site should, in the reasonable judgment of the Licensor, constitute a hazard to the Licensor's facilities or the general public, the Licensor may require immediate removal, relocation, or modification of the Permitted Use to eliminate such interference or hazard, and may suspend the Licensee's right to use the Site under this License until such removal, relocation, or modification is completed.

18. Licensor's Electric Power Advisory. The Licensee agrees and understands that the Licensor may have constructed electric power generation, transmission, distribution, or related facilities on the Site; the Licensee has been fully advised by the Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Licensee shall advise all of its employees, licensees, agents, contractors, subcontractors, invitees, suppliers and other persons, including members of the public, who enter upon the Site, pursuant to the provisions of this License, of the existence and nature of such electric facilities and the potential danger and risk involved.

19. Disclaimer of Warranty. Licensor makes no representation as to the suitability of the Site for the Permitted Use and no such representation, or any other representations, are made by Licensor or shall be implied by operation of law or otherwise. Additionally, Licensor shall have no responsibility or liability, of any kind, type, nature or description on

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account of the failure, cessation or termination of electric service to the Site; on account of inadequate or improper functioning of the equipment of Licensee; on account of any interference, regardless of source, with the exception of interference caused by any of Licensor's equipment that is not operating within its own specific license parameters, with signals transmitted from the equipment of Licensee, of any kind, type, nature or description, including by way of illustration but not limitation, loss or damage due to fire, water, windstorm, hail, lightning, earthquake, riot, vandalism, theft, acts of contractors, acts of agents or employees or others utilizing the Property, or for any other cause. Further, the Licensor shall have no liability or responsibility of any kind, nature or description for maintenance, repair, restoration or renovation of the equipment of the Licensee.

20. Assignment. Licensee shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever, all or any portion of the rights, duties or obligations under this Agreement. Any such transfer or encumbrance shall be null and void and shall permit Licensor to terminate this Agreement immediately without written notice.

21. Licensor's Reserved Rights. Licensor reserves the right, at any time and from time to time, to make such use of the Site as it may desire, at its sole discretion and for any purpose, including, but not limited to, the construction, operation or maintenance of its electric power generation, transmission or distribution and appurtenant facilities located or to be located on the Site. Licensee will ensure that Licensor has unimpeded access to any and all facilities located on the Site. In the exercise by Licensor of all of the foregoing rights, Licensor will use its best efforts not to materially interfere with the Permitted Use. However, Licensor shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to Licensee, or the Permitted Use, by reason of the exercise of the foregoing rights or any other rights of Licensor to enter into or use the Site, and the obligations of Licensee under this License shall not be affected in any manner.

22. Encumbrances. Licensee shall keep the Site free and clear of any and all liens and encumbrances arising or which might arise, for any reason, out of Licensee's occupancy and use of the Site by anyone in connection with the Permitted Use.

23. Entire Agreement. This Agreement and Exhibit attached hereto and by this reference incorporated herein, constitute the full and complete understanding of the parties regarding the subject matter hereof. This Agreement shall supersede and replace all prior or contemporaneous oral or written agreements, correspondence or understandings. Any modification or amendment of this Agreement must be made in writing and executed by both parties hereto.

24. Amendment. This Agreement may be amended only by a written amendment signed by both parties.

25. Licensed Interest Only. This License does not convey an interest in real property.

26. Non-Transferable Right. This License shall not pass with title to Licensee's personal property or improvements and shall not run with the property.

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27. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Minnesota.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

29. Binding Effect. All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties hereto.

END OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the dates indicated below:

NORTHERN STATES POWER COMPANY,
d/b/a Xcel Energy, a Minnesota corporation

By:_____
Greg P. Chamberlain, Director
Portfolio Delivery & Integration
Xcel Energy Service Inc.
Authorized Agent for Northern States Power Company,
a Minnesota corporation, d/b/a/ Xcel Energy

Agreed to and accepted by the Licensee this ____ day of _____, 2012.

CITY OF ST. PAUL,
a municipal corporation

By: _____ By: _____

Its: City Attorney Its: Office of Financial Services

By: _____ By: _____

Its: Mayor Its: Director, Parks and Recreation

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EXHIBIT "A"

the "Site"

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EXHIBIT "B"

"Soil and Vegetation Management Plan"

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EXHIBIT "C"

the "Existing Agreements"

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