

BUS PAD LICENSE AGREEMENT

This Bus Pad License Agreement (“Agreement”) is entered into by and between City of Saint Paul, through its Department of Parks & Recreation, with an address of 25 W. 4th St, Saint Paul, MN, 55102 (“Licensor”) and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota and its successors, with an address of 390 Robert Street North, St. Paul, Minnesota 55101 (“Licensee”) (each singularly “Party” and jointly “Parties”).

RECITALS

1. Whereas, Licensor owns property located at Como Park, 1250 Kaufman Dr (Parcel #222923440003), St. Paul, and
2. Whereas, Licensee operates and administers transit operations in the seven-county metropolitan area as defined in Minnesota Statutes Section 473.121 Subdivision 2; and
3. Whereas, the parties are entering into this agreement pursuant to Minn. Statute Section 465.035; and
4. Whereas, Licensee wishes to add bus stops to certain underserved areas and to comply with site accessibility requirements; and
5. Whereas, Licensee wishes to install a Bus pad on a portion of the property owned by Licensor that will be used as a bus stop upon installation, the location and general plans of which are depicted in the attached Exhibit A (“Property”);
6. Whereas, the Department of Parks and Recreation will be benefited by the improved transit access to surrounding park’s spaces; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

TERMS

1. **Use.** The Licensee is allowed to construct, at Licensee’s expense, a concrete pad on the portion of the property depicted in exhibit A. The location serves as bus stop for Licensee’s transit customers (“bus pad”).
 - a. Licensee will make direct payment to bus pad construction contractor(s) following build completion.
 - b. Licensee will cause contractor to obtain all required permits for the access.
2. **Maintenance.** Licensee shall be responsible for maintaining the bus pad and all costs related to such maintenance; this includes, but is not limited to, snow removal and pavement repair. The Licensee shall provide or arrange for any routine or non-routine cleaning, maintenance, or repairs, as determined in its sole discretion.
3. **Access.** Licensee, its agents, employees, and invitees will have full access to the bus pad area during the term of this Agreement.
4. **Cost.** There will be no cost for this Agreement.

5. **Term.** This Agreement and all obligations hereunder shall be effective for 20 years from the time of the Effective Date, unless earlier terminated by the Licensee in accordance with Section 12.
6. **Governing Law.** This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to its conflicts of law provisions.
7. **Severability.** The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
8. **Waiver.** Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
9. **Assignability.** This Agreement may not be assigned by either Party without the other party's express written consent, such consent not to be unreasonably withheld.
10. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
11. **Amendment.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this agreement.
12. **Termination.** This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party. Upon termination of this Agreement the Licensee will, at its own expense, have the concrete pad removed from the property. Licensee, at its own expense, will have the property restored to its original condition after the concrete pad has been removed.
13. **Liability.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. Licensee's and Licensor's liability are both governed by the provisions of Minnesota Statutes, Chapter 466
14. **Insurance.** Licensee shall acquire and maintain the following coverage during the term of this License:
 - a. **Commercial General Liability Coverage** including blanket commercial liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate shall be purchased by Licensee. Such insurance shall (i) name the City of Saint Paul as additional insured; (ii) be primary with respect to City's insurance or self-insurance (iii) not exclude explosion, collapse and underground property damage; (iv) be written on an "Occurrence Form" policy basis;

- b. **Worker's Compensation Insurance** with no less than statutory minimum limits; and Employer's Liability Insurance minimum limits of at least \$100,000 per accident and with an all states endorsement.
- c. Licensee will provide a current certificate of insurance for all policies prior to entering onto the property as outlined in this Agreement.

15. **Notice.** Any notice or demand which must be given or made by a party under this Agreement shall be sent to:

Licensee- Metropolitan Council:

Christina Morrison
Metro Transit
Engineering & Facilities
560 Sixth Ave North,
Minneapolis, MN 55411

With a copy to the
Real Estate Office
Attn: Director
390 N. Robert St.
St. Paul MN 55101

Licensor- Organization Legal Name:

City of Saint Paul
Attn: Department of Parks &
Recreation,
25 W. 4th St,
Saint Paul, MN 55102

- 16. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitute an original, but all of which together constitute one instrument.
- 17. **Electronic Signatures.** The parties agree that the electronic signature of a party to this License shall be 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 files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by an 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date this Agreement has been signed by both Parties' authorized representatives.

CITY OF SAINT PAUL

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF ST. PAUL, Signatures, Continued

By: _____

Name: _____

Title: _____

Dated: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Dated: _____

METROPOLITAN COUNCIL

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit A: Bus pad location map and Draft design for bus pad at 1250 Kaufman Dr, Saint Paul

Exhibit A Bus pad location overview map

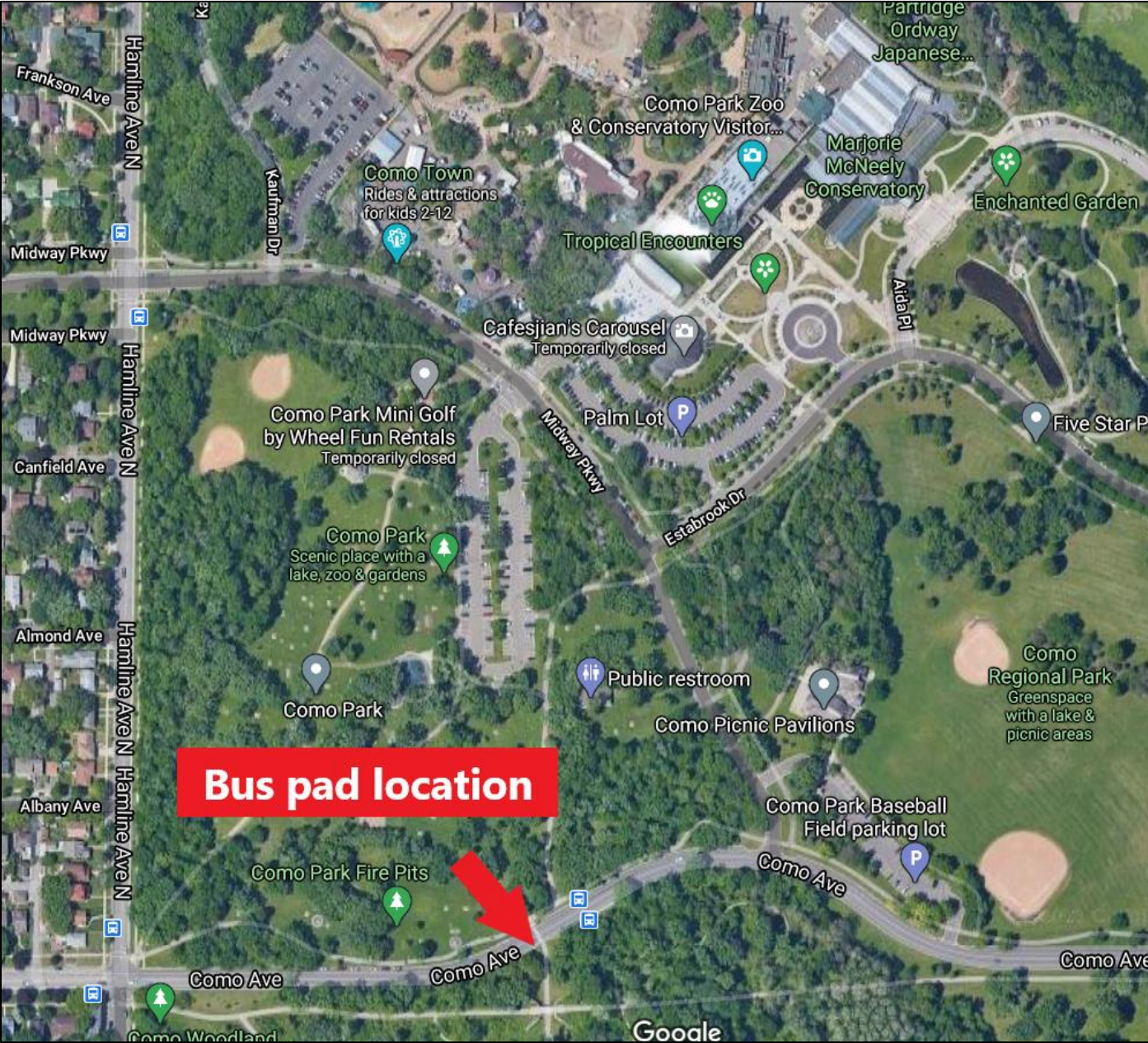
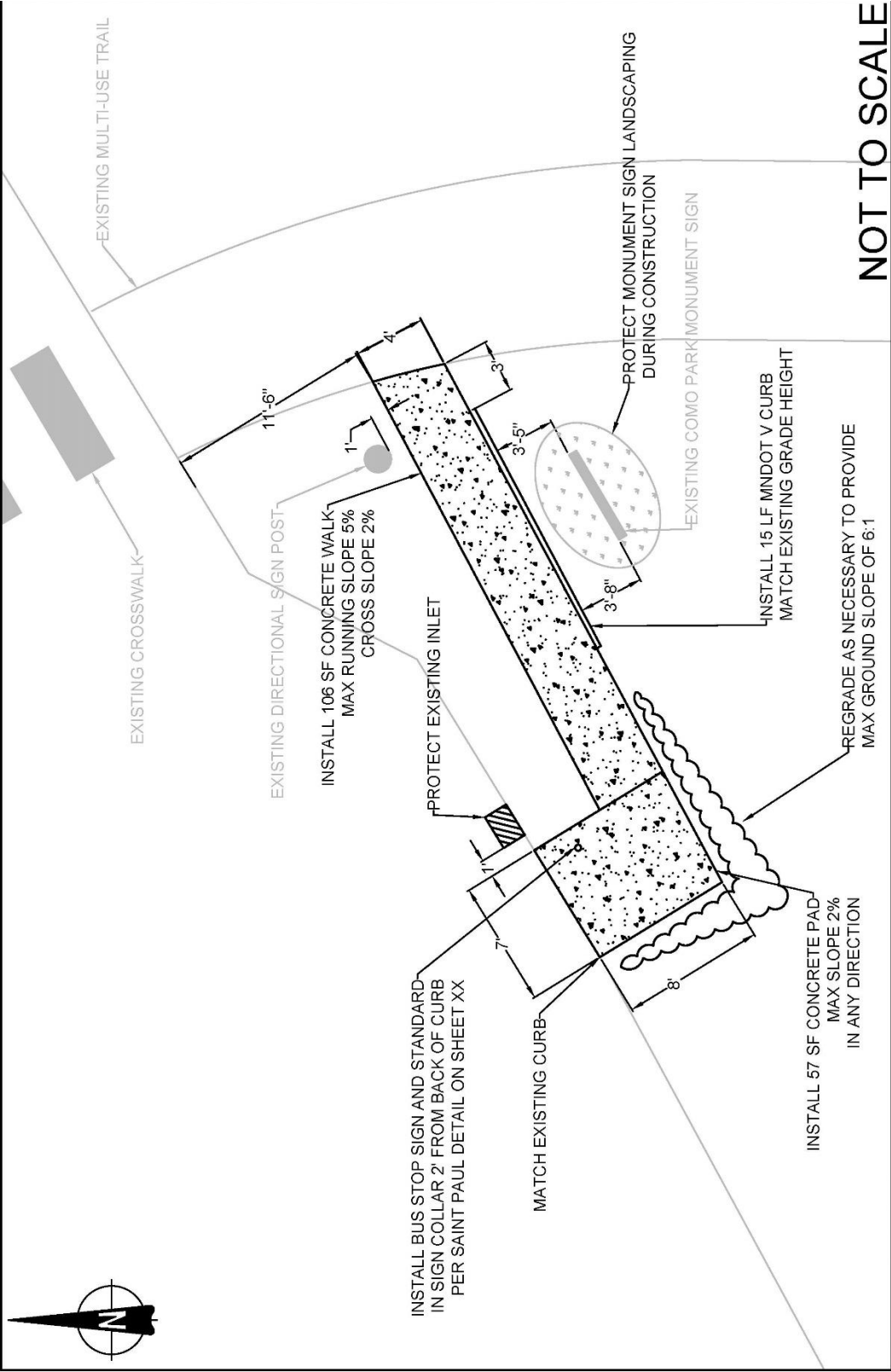


Exhibit A - Draft design for bus pad



DESIGNED BY		BLO	
DRAWN BY		BLO	
CHECKED BY			
APPROVED BY			
NO.	DATE	BY	LOC.
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.			
SIGNATURE			
DATE			
SCALE			

NEARSIDE CONCEPT
COMO AVE & BEULAH LANE (938)
SAINT PAUL

SHEET NUM OF NUM

