

Central Corridor Light Rail Transit

 Metropolitan Council

Final Environmental Impact Statement Addendum: Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota , Twin Cities-Minneapolis Campus



CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

**ADDENDUM TO THE
FINAL ENVIRONMENTAL IMPACT STATEMENT**

Prepared by:

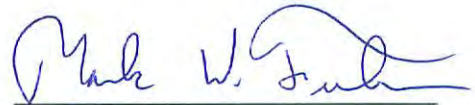
Metropolitan Council

Pursuant to:

Minnesota Environmental Policy Act, Minn. Stat. § 116D.01, *et seq.*
Minnesota Rules Chapter 4410

10.11.10

Date



Mark W. Fuhrmann
Program Director – New Starts Rail
Metropolitan Council

I. Background

The Central Corridor Light Rail Transit (“CCLRT”) Project is an approximately 11-mile line that would serve the Minneapolis and St. Paul downtown areas. It will provide service to major destinations along the corridor, such as the University of Minnesota (“U of M”) and the Midway and Capitol areas, as well as providing connections to the local bus network, the Hiawatha Light Rail Transit line, and the Northstar Commuter Rail line establishing the core of a seamless regional transit system.

The Final Environmental Impact Statement (“FEIS”) for the CCLRT Project was completed by Metropolitan Council and the Federal Transit Administration (“FTA”) in June 2009. The FEIS documented the purpose and need for the CCLRT Project, presented a discussion of alternatives considered, and addressed the anticipated social, economic and environmental effects that might result from implementing the CCLRT Project or its major alternatives. The FEIS also served as the primary document to facilitate review of the CCLRT Project by federal, state, regional and local agencies, decision-makers and the public.

On August 18, 2009, FTA published a Record of Decision (“ROD”) concluding that “the requirements of the National Environmental Policy Act (NEPA) of 1969 have been satisfied for the Central Corridor Light Rail Transit Project (the Project) proposed by Metropolitan Council” The ROD also referenced the fact that, pursuant to an agreement between the parties, Metropolitan Council and the U of M “will cooperatively determine acceptable mitigation measures and strategies through final design, construction, and operation” and that “[t]his requirement and the mitigation measures agreed to by the parties shall be incorporated into this ROD.”

On August 26, 2009, Metropolitan Council published an Adequacy Determination which set forth Metropolitan Council’s determination pursuant to Minnesota Rules 4410.2800 that the

FEIS for the CCLRT Project satisfied the requirements of the Minnesota Environmental Policy Act (“MEPA”) and its implementing rules. The Adequacy Determination specifically referenced and incorporated FTA’s ROD.

This Addendum to the FEIS for the CCLRT Project identifies in greater detail the specific mitigation measures, previously addressed in the FEIS, which Metropolitan Council and the U of M agree will be implemented to address potential adverse impacts on the U of M resulting from the construction and/or operation of the CCLRT Project and incorporates the parties’ September 30, 2010 Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities – Minneapolis Campus as Appendix M to the FEIS.

II. EIS Addendum

Minor revisions to a final environmental impact statement (“EIS”) may be made through an EIS addendum. Minn. R. 4410.3000, subp. 2. However, an EIS addendum may not be used where “(1) substantial changes have been made in the proposed project that affect the potential significant adverse environmental effects of the project; or (2) there is substantial new information or new circumstances that significantly affect the potential environmental effects from the proposed project that have not been considered in the final EIS or that significantly affect the availability of prudent and feasible alternatives with lesser environmental effects.” Minn. R. 4410.3000, subp. 2-3.

This Addendum to the FEIS for the CCLRT Project is being prepared to identify in greater detail the specific mitigation measures which will be implemented to address the potential adverse impacts on the U of M resulting from the construction and/or operation of the CCLRT Project and to incorporate the parties’ September 30, 2010 Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities –

Minneapolis Campus as Appendix M to the FEIS. The identification of these mitigation measures, all of which were addressed in the FEIS, does not constitute a “substantial change” to the proposed project nor does it result in “substantial new information or new circumstances” relating to the potential environment effects resulting from the CCLRT Project.

III. Mitigation Measures Specified in the September 30, 2010 Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities – Minneapolis Campus

Metropolitan Council and the U of M agree that the mitigation measures described in the Agreement will be implemented to address potential adverse impacts to the U of M resulting from the construction and/or operation of the CCLRT Project. Metropolitan Council hereby incorporates the discussion of these mitigation measures into the FEIS and incorporates the September 30, 2010 Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities – Minneapolis Campus, attached hereto and incorporated herein, as Appendix M to the FEIS. The key mitigation measures addressed in the Agreement are summarized as follows:

- Traffic signal and roadway improvements to address changes in traffic patterns resulting from the construction and operation of the CCLRT Project on a Transit/Pedestrian Mall on Washington Avenue;
- Design standards and elements to maintain existing historical integrity and setting of the University Campus.
- Construction Vibration Performance Standards and implementation of a construction management plan to minimize potential adverse impacts resulting from construction of the CCLRT Project;
- Vibration performance standards for operation of the CCLRT Project and installation of floating slab track segments to mitigate potential adverse vibration-related impacts arising from CCLRT operations;
- Electromagnetic interference (“EMI”) performance standards for operation of the CCLRT Project and installation of a double-split power supply system to mitigate potential adverse EMI-related impacts arising from CCLRT operations; and

- Certification, testing and monitoring programs to confirm the effectiveness of the vibration and EMI mitigation systems.

IV. Publication of the EIS Addendum

In accordance with the applicable rules, the EIS addendum will be provided to the Minnesota Environmental Quality Board (“EQB”) and any other person upon written request. In addition, notice of the availability of the EIS Addendum will be provided to all persons who received the notice of availability of the final EIS and notice of the availability of the EIS addendum will be published in the EQB Monitor. Minn. R. 4410.3000, subp. 2.

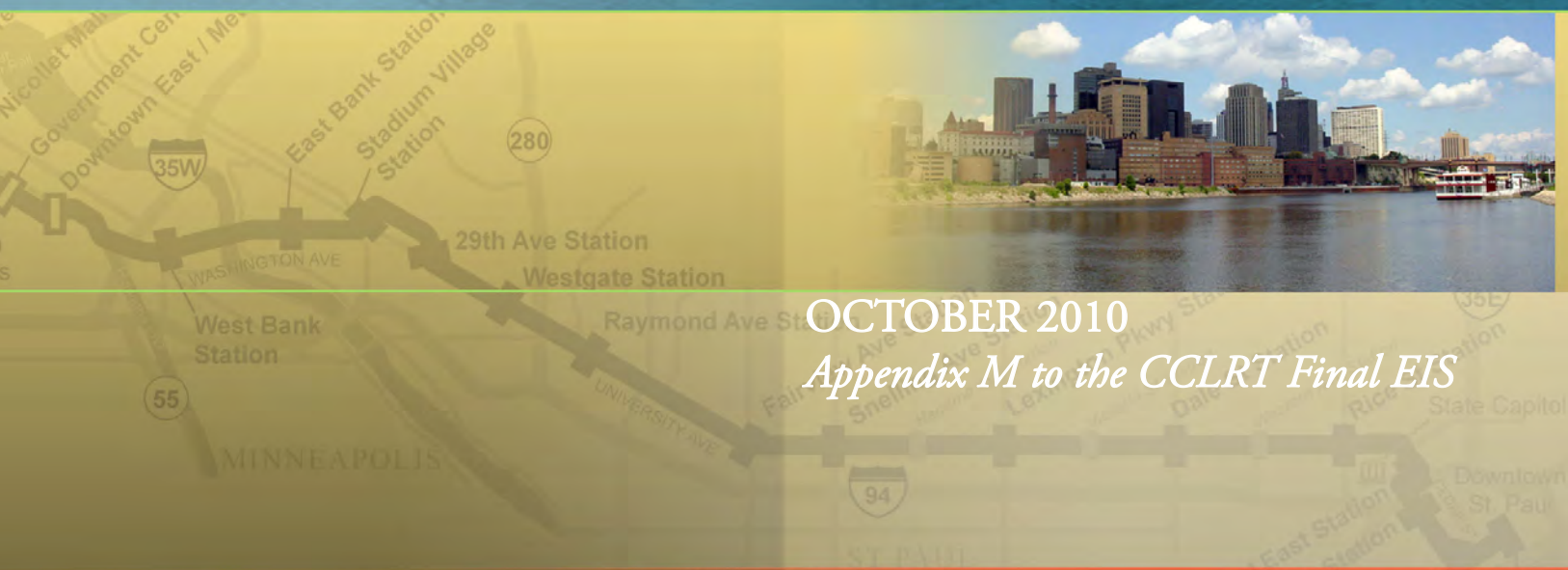
V. Conclusion

This Addendum to the FEIS for the CCLRT Project identifies in greater detail specific mitigation measures, previously addressed in the FEIS, which will be implemented to address the potential adverse impacts to the University resulting from the construction and/or operation of the CCLRT Project. This FEIS Addendum constitutes a minor revision to the FEIS consistent with the environmental review requirements of MEPA and its implementing rules.

Central Corridor Light Rail Transit

 Metropolitan Council

Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities-Minneapolis Campus



OCTOBER 2010

Appendix M to the CCLRT Final EIS



Appendix M

**Agreement for the Central Corridor Light Rail Transit Project
through the University of Minnesota, Twin Cities –
Minneapolis Campus**

**AGREEMENT FOR THE
CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT
THROUGH THE UNIVERSITY OF MINNESOTA,
TWIN CITIES—MINNEAPOLIS CAMPUS**

THIS AGREEMENT (the “Agreement”) is made and entered into on the date of last signature below (the “Execution Date”) by and between the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota (the “Met Council”), Regents of the University of Minnesota, a Minnesota constitutional corporation (the “University”), Hennepin County, a political subdivision of the state of Minnesota (“Hennepin County”), and the City of Minneapolis, a political subdivision of the state of Minnesota (“Minneapolis”).

WHEREAS:

1. The Met Council is currently in the design phase of the Central Corridor LRT Project, which is estimated to cost \$957,000,000 and is, to date, the largest public infrastructure project in the state of Minnesota.
2. The Central Corridor LRT Project is intended to run on public right-of-way from downtown Saint Paul to downtown Minneapolis, which by statute the Met Council has the right to use for transit purposes, including LRT, and on land owned by the University.
3. The Parties recognize the benefit of Central Corridor LRT both to the region and to the University and by this Agreement demonstrate their continuing commitment to enhanced public transit and a highly effective Central Corridor LRT line.
4. The Parties recognize that the University is one of the nation’s top research universities and Minnesota’s only land-grant and premier research university, with grants for research approaching \$650,000,000 per year, and that the University must be able to carry out its mission of research and discovery, teaching and learning, and outreach and public service without unnecessary disruption from Central Corridor LRT Construction and operation.
5. In June 2008, the Board of Regents voted to pursue a Washington Avenue at-grade alignment through the University Campus, contingent upon (a) execution of all necessary agreements needed to achieve a viable, effective and efficient mitigation plan that fully addresses defined mitigation measures, and (b) the financial commitment of the Met Council of sufficient funds to accomplish all (i) necessary mitigation measures, (ii) improvements required to further enhance a well integrated and comprehensive transit system, including the development of funding strategies and securing the necessary assurances that will support the implementation of those improvements, and (iii) future mitigation measures and further improvements, the necessity for which arise during the design and construction phases and through the operation of the Central Corridor LRT line.
6. The Parties recognize that Washington Avenue, as it runs through the East Bank of the University Campus, is the University’s primary research corridor, with buildings in close

proximity to Washington Avenue that house some of the most sensitive research equipment on the University Campus.

7. The Parties recognize that Construction and operation of the Central Corridor LRT line within and through the University Campus will have adverse impacts on the University Campus and that the Met Council has agreed to mitigate adverse impacts to the University's facilities and mission as provided in this Agreement.

8. Within the University Campus, the Met Council will construct and locate Central Corridor LRT facilities within public street right-of-way and on land owned by the University, which will require easement agreements from the University to the Met Council. Three Central Corridor LRT stations will be constructed on or near the University Campus, two principally located on public right-of-way and one on property owned by the University.

9. Construction of the Central Corridor LRT line within and through the University Campus will include certain roadway and traffic control modifications and improvements, including the conversion of a portion of Washington Avenue to a Transit/Pedestrian Mall and the Construction of additional streets on University land, in order to mitigate adverse effects of the Central Corridor LRT facilities and operations on the University Campus and to achieve the safe and efficient operation of the Central Corridor LRT line through the University Campus.

10. The Parties recognize that access to the University Campus, buildings, healthcare facilities including the University's clinics and the University of Minnesota Medical Center—Fairview hospital and clinics, and the Radisson hotel and other property will be maintained during Project Construction and Central Corridor LRT operation pursuant to the terms of this Agreement.

11. The Parties are entering into this Agreement to establish their respective duties for that portion of the Central Corridor LRT line that passes within and through the University Campus.

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

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the terms defined in this Article 1 have the following meanings unless otherwise provided or indicated by the context:

1. "Advanced Traffic Improvements" means traffic mitigation measures including roadway, curb, gutter, sidewalks, traffic signals, striping and signage within or near the University Campus, as depicted and described in the attached **Exhibit A**.

2. "Central Corridor LRT" or "CCLRT" means an approximately 11 mile light rail transit facility/service to be constructed and operated by the Met Council between downtown St. Paul and downtown Minneapolis, in part through the University Campus. The general route and

configuration of the Central Corridor LRT Project is more particularly described in the attached **Exhibit B**.

3. "Central Corridor LRT Project" or "Project" means the project to be carried out by the Met Council in order to design and construct the Central Corridor LRT. The Project includes, without limitation, the acquisition of facilities and equipment, the acquisition of certain property rights, the Construction of light rail transit facilities, and the design and Construction of mitigation measures to address adverse impacts of the Project.

4. "Civil West" means activities and measures necessary to construct the Central Corridor LRT line in Minneapolis including track, Washington Avenue bridge upgrades, retaining walls, stations, electrical, roadway, curb, gutter, sidewalks, traffic signals, striping and signage, public utilities, and underground "System" elements.

5. "Construction" means work the Met Council or its contractors shall perform in constructing the Project.

6. "Construction Contract" means contract(s) between the Met Council and its contractor(s) for the Construction of the Project. These Construction Contracts include Advanced Traffic Improvements, Civil West, and Systems.

7. "Construction Management Program" means the construction management program describing additional Met Council and University obligations during Construction of the Civil West and Systems which is attached as Exhibit C, to the Temporary Construction Easement executed contemporaneously with this Agreement.

8. "Design Criteria" means the basic design criteria prepared by the Met Council contained in the "Central Corridor Report for Design Criteria," as amended from time-to-time in accordance with established policy and procedure and this Agreement.

9. "East Bank Station" means the proposed LRT station to be located entirely in the right-of-way of Washington Avenue between Church Street and Union Street.

10. "Electromagnetic interference" or "EMI" as is associated with Central Corridor LRT operations means the presence of time-varying DC magnetic field (<5 Hz) conditions in areas adjacent to the LRT alignment caused by DC magnetic field emissions from the LRT propulsion power system and by temporary shifts in the earth's static DC magnetic field caused by movement of train cars (geomagnetic perturbations). The "total EMI field" shall be considered to be the sum of these two sources.

11. "EMI Exception Zones" means (1) a 200 foot span beginning at the western boundary of the LRT EMI Impact Zone at approximately 1425 feet west of the Eastbank Station centerline and ending at a point approximately 1225 feet west from the Eastbank Station centerline; and (2) a 250 foot section both east and west from the Eastbank Station centerline; a total span of 500 feet, as depicted in **Exhibit C**.

12. "EMI Impact Zone" means the area extending 300 feet north and south from the centerline of each CCLRT track spanning the Washington Avenue LRT alignment beginning at a point approximately 1425 feet west of the Eastbank Station centerline, which is approximately at the southwest corner of Kolthoff Hall; and ends at a point approximately 1050 feet east of the Eastbank Station centerline, which is approximately at the intersection of Washington Avenue and Oak Street, as depicted in **Exhibit C**. It is understood that "mitigation risers" will continue beyond the east and west boundaries of the LRT EMI Impact Zone as necessary to achieve the EMI Performance Standards. These mitigation risers will begin just east of the eastern vehicular bridgehead of the Washington Avenue Bridge and extend to approximately 50 feet west of Ontario Street. The actual extent of the mitigation risers are defined in the Systems Construction bid documents.
13. "Engineering and Design" means the preparation of drawings, plans, specifications, and schematics by architects and engineers retained by the Met Council for the Project.
14. "Final Design" means Engineering and Design activities taking place between approval for entering Final Design and the award of an FFGA.
15. "FTA" means the Federal Transit Administration.
16. "Full Funding Grant Agreement" or "FFGA" means the grant agreement between the Met Council and the Federal Transit Administration for the federal share of the Project cost.
17. "Governmental Agency(ies)" means any (a) government, municipality or political subdivision thereof, (b) governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (c) central bank or comparable authority, (d) the University insofar as it engages in governmental or regulatory activities, (e) court or administrative tribunal, or (f) public utility.
18. "Hennepin County Project Manager" means that individual identified by Hennepin County to coordinate Hennepin County's activities under this Agreement.
19. "Historic Sites" means any district, site, building, structure, or object on or near the University Campus that is included in or eligible for inclusion in the National Register of Historic Places, or any land of an historic site of national, state, or local significance within the scope of Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303, or Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f.
20. "Improvements" means the facilities, track, and equipment to be constructed or acquired as part of the Project that are eligible for FTA funding.
21. "Intangible Harm" means any harm to the University proximately caused by the CCLRT Project or operations not included in the definition of Quantifiable Harm below.
22. "LRT" means light rail transit.

23. "Master Funding Agreement" means the agreement between the Met Council and one of the other Parties for funding relative to the Project.
24. "Met Council Project Manager" means the Met Council's manager for the Project as designated by the Met Council's Regional Administrator.
25. "Minneapolis Project Manager" means that individual identified by the director of Public Works of Minneapolis to coordinate Minneapolis' activities under this Agreement.
26. "MOU #1" means the agreement entered into by the Parties in July 2008.
27. "Operation and Maintenance Agreement" means an agreement to be entered into between the University and the Met Council before the start of Revenue Service regarding operation and maintenance of the Central Corridor LRT line, the East Bank, West Bank, and Stadium Village stations, and other associated facilities within the University Campus. (Separate operation and maintenance agreements are contemplated between Hennepin County and the Met Council and Minneapolis and the Met Council and are not a part of this Agreement.)
28. "Parties" means the Met Council, the University, Hennepin County, and Minneapolis.
29. "Performance Standards" collectively means the Vibration Performance Standard and EMI Performance Standard defined in Article 5, and the Construction Performance Standards for Vibration, Dust, and Noise as provided for in the Construction Management Program.
30. "Permits" means all permits, leases, licenses, agreements, franchises, and approvals required for the design and/or construction of all or any portion of the Project, including environmental permits and all necessary traffic control permits.
31. "Pre-Revenue Service" means the testing period of LRT vehicles, equipment, systems and mitigation systems before commencement of Revenue Service.
32. "Quantifiable Harm" means physical harm to real or personal property, as well as harm to research materials and data proximately caused by the CCLRT Project and operations occurring within the Research Corridor Impact Zone and is further capable of financial measurement.
33. "Required Service Vehicle" means a vehicle operated by a Party or its contractors while actively engaging in maintaining, repairing, or servicing grounds, roadways, buildings, and other facilities within the University Campus for which that Party is responsible under this Agreement, the Operations and Maintenance Agreement, the Temporary Construction Easements or Permanent Easement, or applicable law.
34. "Research Corridor Impact Zone" means the areas contained in the "EMI Impact Zone" and the "Vibration Impact Zone".

35. "Research Mitigation Plan for Construction Vibration" or "RMPCV" means the plan to be developed by the Met Council and its Civil West Contractor and refined by the University and Met Council to complete a mutually agreed-to document governing mitigation of vibration during Construction.
36. "Revenue Service" means the date of commencement of Central Corridor LRT passenger service through the University Campus and the period thereafter, during which the LRT will be operated.
37. "Right of Access" means the right of access to University property granted by the University to the Met Council pursuant to the Temporary Construction Easement attached as **Exhibit D**, Temporary Construction Easement for Construction of Advanced Traffic Improvements attached as **Exhibit E** (together, both temporary construction easements are referred to herein as the "Temporary Construction Easements") or the Easement Agreement ("Permanent Easement") attached as **Exhibit F**.
38. "Road Authority" means the Commissioner of Transportation as to trunk highways; the Hennepin County Board as to Hennepin County state-aid highways and Hennepin County highways; the governing bodies of Minneapolis and the Minneapolis Park and Recreation Board for streets and parkways, respectively, within the city of Minneapolis; and the University for University roads.
39. "ROD" means the FTA Record of Decision.
40. "Stadium Village Station" means the proposed LRT station to be located on University property adjacent to 23rd Avenue SE between University Avenue S.E. and the University Transitway.
41. "Systems" means activities and measures to construct the train signal systems, communications, and the traction power/electrical systems for the whole LRT line, which work will be coordinated with the Civil West work.
42. "Transit/Pedestrian Mall" means the portion of Washington Avenue located on public right of way and University property within the University Campus approximately between Pleasant Street and Walnut Street.
43. "Transportation System Improvements" means the improvements detailed in the attached **Exhibit G**, which, by definition, are not eligible for Project funding.
44. "University Campus," for purposes of this Agreement only, means that property located in Minneapolis and Hennepin County owned, leased, or subject to the control of the University or its affiliated organizations and University-owned roads and streets as depicted in **Exhibit H**.
45. "University Project Manager" means that individual identified by the University to coordinate the University's activities under this Agreement.

46. "University Transitway" means the roadway owned and operated by the University which extends east and northeast from the University Campus to the University's St. Paul campus, and upon which traffic is limited to transit and emergency vehicles.

47. "University Twin Cities Campus Master Plan" means the University's master plan which guides future land use and capital project decisions on the University Campus including, without limitation, existing and proposed buildings, infrastructure, and landscape/hardscape, as it may be amended from time-to-time.

48. "Vibration Impact Zone" means the area extending 300 feet north and south from the centerline of each CCLRT floating slab track as well as the area of 717 Delaware within 300 feet of the CCLRT track centerline as depicted in **Exhibit I**. It is understood that the nineteen (19) laboratory spaces in the nine (9) identified University buildings identified in **Exhibit J** of this Agreement are not the only laboratories that are protected by the floating slabs along Washington Avenue. The nineteen identified laboratories are sites designated for testing and monitoring for vibration to provide data applicable to determining vibration levels that could affect the research corridor. Laboratories that now or in the future are within the area described above are also a part of the Vibration Impact Zone.

49. "West Bank Station" means the proposed light rail transit station to be located entirely in the right-of-way of Washington Avenue between Cedar Avenue South and 19th Avenue South.

ARTICLE 2 – TERM

This Agreement shall be effective from the date of last signature below by a Party and continue until the Parties by written agreement terminate it; provided, however, this Agreement shall automatically terminate on December 31, 2013 if the Met Council has not obtained a Full Funding Grant Agreement for the Project from the FTA by that date.

ARTICLE 3 – GENERAL AGREEMENTS ON PROJECT DEVELOPMENT

3.1. Project Cooperation. The Parties agree that they will efficiently and cooperatively work together to resolve Project-related issues. This cooperation will include working to resolve Engineering and Design, Construction, mitigation and operations issues.

3.2. Project Schedule. The Parties agree to support the schedule for the Project developed by the Met Council and to take timely actions on matters for which they are responsible under this Agreement; provided, however, that nothing herein is intended to (a) deprive a Party of its right to exercise discretion as to matters for which its consent or approval is required; or (b) require a Party to waive any rights or sacrifice benefits to which it is entitled under this Agreement or applicable law.

3.3. Project Alignment. The Central Corridor LRT shall be designed and constructed within the University Campus at approximately current grade and along the following alignment: south of and adjacent to the University Transitway from 29th Avenue S.E. to 23rd Avenue S.E.; east of and adjacent to 23rd Avenue S.E./Huron Boulevard from the University Transitway to

Washington Avenue; along Washington Avenue from Huron Boulevard to Cedar Avenue South, as detailed in **Exhibit B**.

3.4. Required University Campus Mitigation Measures. Consistent with the terms of this Agreement, the Met Council agrees that mitigation of adverse impacts of Central Corridor LRT Construction and operation on the University Campus is essential to the University's mission and the integrity of the University Campus.

3.5. Project Improvements.

A. Required Project Improvements.

1. The Met Council shall design and construct the following Improvements on or near the University Campus:

a. Traffic signal Improvements as follows:

- A new traffic signal at Washington Avenue and the east end of the West Bank Station platform,
- A new traffic signal at Washington Avenue and Church Street,
- A new traffic signal at Washington Avenue and Union Street,
- A new traffic signal at Washington Avenue and Harvard Street,
- A new traffic signal at Washington Avenue and Walnut Street,
- A new traffic signal at Washington Avenue and Oak Street,
- A new traffic signal at Washington Avenue and Ontario Street, and
- For the above-referenced traffic signals (other than the traffic signal at Washington Avenue and the east end of the West Bank Station platform), software shall be installed and coordinated with Minneapolis's planned SCOOT traffic signal system installation.

b. Modifications to Huron Boulevard / 23rd Avenue / 25th Avenue / University Avenue including installation of new traffic signals if needed to accommodate new roadway layouts.

c. Signage and Way-Finding. New directional signage made necessary as a result of Central Corridor LRT Construction and operation and the closure of a portion of Washington Avenue and signage directing drivers to alternate routes so as to minimize congestion in the area around the University will be installed, in the maximum amount of twenty thousand dollars (\$20,000).

d. Modifications to the following intersections to accommodate the additional traffic due to closing Washington Avenue to through traffic and enable each intersection to operate at an acceptable level of service as defined by the road Authority(ies) for the intersections:

- Cedar Avenue & Riverside Avenue
- Riverside Avenue & 19 Avenue
- Riverside Avenue & 20 Avenue
- Franklin Avenue & Cromwell Avenue

e. University's East Bank campus area street connection Improvements, including the following:

- East River Parkway & Delaware Street/Pleasant Street (loop road around the Weisman Museum)
 - ◇ Install a traffic signal at the East River Parkway/Delaware Street intersection.
 - ◇ Stripe for the southbound left turn lane on East River Parkway.
 - ◇ Construct Delaware Street to three full lanes for the entire ramp length (Delaware Street is currently about two lanes width wide).
 - ◇ Reconstruct intersection at Delaware Street/Pleasant Street to all-way stop control with "free" right toward East River Parkway.
- The following Improvements to accommodate increased traffic on East River Parkway in the area of Harvard Street:
 - ◇ Connect East River Parkway approach from the west directly to Fulton Street SE.
 - Connect East River Parkway approach from the east so it "T's" in to the new connection and is side street stop control.
 - Construct an eastbound left turn lane on East River Parkway at Harvard Street
 - ◇ Construct a southbound left turn lane on Harvard Street.
 - ◇ Mill and overlay within the intersection area.
 - ◇ Install an all-way stop sign control at East River Parkway and Harvard Street.
- The raised crosswalks on East River Parkway shall be removed.
- Arlington Street & Pleasant Street
 - ◇ Install a traffic signal.
 - ◇ Construct an eastbound right turn lane on Arlington Street.

- East River Parkway & Arlington Street
 - ◊ Construct a northbound “free” right turn lane on East River Parkway.
 - ◊ Install an all-way stop sign control.
 - 4th Street SE & 17th Avenue SE
 - ◊ Stripe the northbound left turn lane on 17th Avenue SE.
 - ◊ Modify the traffic signal to add protected left turn phase.
 - Beacon Street Extension
 - ◊ Construct Beacon Street between Walnut St and Harvard St (two lane road).
 - ◊ Mill and overlay Beacon Street between Union and Harvard.
 - Harvard Extension
 - ◊ Construct Harvard Street extension between Beacon Street and Pillsbury Street.
 - ◊ Mill and overlay Harvard Street between Washington Ave and Beacon St and re-stripe to create a two-way roadway.
 - ◊ Install a traffic signal at Harvard and Beacon Street
 - Delaware Street & Harvard Street
 - ◊ Install a traffic signal.
 - ◊ Stripe turn lanes at the intersection (northbound left, southbound left, and westbound right).
- f. A vibration mitigation system as described in Section 5.2.A.
- g. An EMI mitigation system as described in Section 5.3.A.
- h. Modifications to the University’s pedestrian bridges crossing Washington Avenue that protect bridge users from the Central Corridor LRT electrical distribution system and LRT operations.
- i. Relocation of the University Transitway roadway surface and University owned utilities including the relocation of University owned fiber optic communication utilities on University property between 23rd Avenue SE and 29th Avenue SE to accommodate the Central Corridor LRT alignment, excluding relocation of the University’s broadcast equipment and associated utilities.
- j. The Transit/Pedestrian Mall as described in Article 6.
- k. A new storm sewer main that will divert the storm water collected in the Arlington Street SE and East River Road intersection eastward to the

University's Pleasant Street SE storm main and a new Pleasant Street SE storm main from the existing University storm manhole SD 1082 to a new University storm manhole near the SW corner of Johnston Hall.

l. Remove existing skylight in the tunnel connecting the University's Parking and Transportation Building and Moos Tower and cover with a concrete slab to allow a continuous sidewalk.

m. The Met Council will relocate University utilities that are currently on property owned by the University or Road Authority at project cost.

n. The Met Council will relocate Utilities owned by Minneapolis at project cost.

2. The Met Council's construction documents for the above Improvements shall conform in all material respects with the following Construction bid documents prepared by the Met Council Central Corridor Project Office: (a) for Advanced Traffic Improvements, dated December 14, 2009, (b) for Civil West, dated May 28, 2010 with Addenda 1-6, and (c) Systems, dated June 22, 2010 with Addenda 1-11. All changes to the foregoing approved plans and specifications which are related to the Improvements shall be approved by the Parties as specified in Section 4.3.C.

B. Additional Project Improvements.

1. The Parties recognize that additional improvements may be identified in the future that are eligible for FTA funding. Project funds may become available for these improvements if Project costs are lower than currently estimated, if the amount of Project budget reserved for contingency is reduced as Engineering and Design advances, or if the Cost Effectiveness Index is increased and/or additional funding is made available. The Parties agree to incorporate such eligible additional Project improvements into the Project to the extent funds become available. Such additional improvements shall become part of the Project.

2. The Met Council agrees that the Transit/Pedestrian Mall elements identified on **Exhibit K** are Project Improvements. The Parties have agreed to the Transit/Pedestrian Mall design depicted in **Exhibit K** and detailed in University-approved Project plans and specifications. The Met Council shall build the Transit/Pedestrian Mall in accordance with that design.

C. University-Funded and Met Council Designed Project Enhancements. The Met Council, at its cost, shall design the following (the "University-Funded Project Enhancements"):

1. As part of Advanced Traffic Improvements, a realignment of Beacon Street between Union and Harvard streets and associated relocation of utilities; and

2. As part of Civil West,
 - the East Bank Station roof line,
 - the Stadium Village Station roof line and brick columns,
 - University-style intertrack fence near the Stadium Village Station,
 - University-style intertrack fence from the pedestrian crossing east of the West Bank Station to the Washington Avenue bridge,
 - stormwater quality improvements along East River Parkway as part of the new dropshaft to the University storm tunnel,
 - enhancements to the streetscape elements between Walnut and Oak streets,
 - the installation of resilient fasteners under both tracks in front of the University's Weisman Art Museum,
 - enhanced crosswalk treatments at the Washington Avenue and Walnut Street intersection, and
 - upgraded planters along Washington Avenue to match Mall planters.

The University-Funded Project Enhancements are described in **Exhibits M-1, M-2 and M-3**. The University-Funded Project Enhancements shall be added to the Met Council's Project bid documents as add alternates. The Met Council will construct the University-funded Project Enhancements, all at University's cost and expense pursuant to the University's Master Funding Agreement with the Met Council. The Met Council shall construct such University-Funded Project Enhancements contemporaneously with Project Construction.

D. Construction by the University at Project Expense. The Met Council will reimburse the University for the cost of designing and constructing the following:

1. Reconstruct Amundson Hall building access towards Washington Avenue to eliminate the conflict in elevations from altered sidewalk locations;
2. Place, splice, terminate and test copper and fiber cabling associated with the relocation of University fiber optic communication utilities impacted by the Project along the Transitway from 23rd Avenue to immediately East of 29th Avenue per Article 3.5.A.i.;
3. Restore University's irrigation sprinkler system impacted by the Project;
and
4. Relocate the steam tunnel's flash tank atmospheric vent, adjacent to the steam tunnel exhaust fan being relocated by the Project in the new sidewalk south of Amundson Hall; and change pipe routing so that the flash tank vent will rise through Amundson Hall building near the existing sanitary sewer vent and penetrating penthouse ceiling.

The estimated eligible cost for all four items, based upon information available at this time, is \$782,000.

E. Changes Requested by University. The University shall have the right to add construction items to Project construction contracts by change order at the University's cost and expense within the Project schedule. All necessary design plans, additional easement areas, environmental clearances and approvals will need to be provided by the University to the Met Council prior to obtaining a price from the contractor to include this work. Possible additions include a stormwater infiltration system for the University's Recreational Sports Center Expansion Project and other provisions for utility connections for the University's future building projects. Once the Met Council negotiates a change order with its Project contractor, with the University's concurrence, the Met Council will enter into a Subordinate Funding Agreement with the University for reimbursement of the Met Council's costs for the specific work.

3.6. Potential Transportation System Improvements. The Parties have identified certain Transportation System Improvements in connection with the Project. With respect to Transportation System Improvements the Parties agree to strongly support and advocate for the implementation of Transportation System Improvements collectively recommended by pursuing all eligible funding sources including, but not limited to: federal transportation funds, state general obligation bonds and local transportation funds available from the Parties' respective Capital Improvement Programs. The Parties further agree to jointly develop a funding strategy for Transportation System Improvements implementation outside the project budget. In particular, the Parties agree that the Granary Road project is crucial, and commit to pursue its full funding and completion.

ARTICLE 4 - PROJECT ENGINEERING & DESIGN, CONSTRUCTION

4.1. Construction Management Program. The Met Council shall construct the Project through the University Campus in accordance with this Agreement, including the Construction Management Program and the Temporary Construction Easements.

4.2. Engineering and Design.

A. Design Conformance.

1. All Engineering and Design within the Washington Avenue right-of-way and on the Washington Avenue Bridge (from the easterly abutment to the westerly abutment) shall be consistent with Federal Highway Administration, Minnesota Department of Transportation, responsible Road Authority and Federal Transit Administration requirements and the Project Design Criteria (the "Regulatory Requirements"), subject to any modifications necessary because of the unique situation of incorporating LRT into a roadway to be used by other vehicles. Where this Agreement's terms, conditions and standards provide greater protection of University property and of University research, but do not negate the Regulatory Requirements, the Met Council shall comply with this Agreement's terms, conditions and standards.

2. The Met Council shall construct the Transit/Pedestrian Mall in accordance with the Civil West bid documents dated May 28, 2010, with addenda 1-6, provided to the University, which includes the design approved by the University.

3. The Project shall be designed to attain the Vibration and EMI Performance Standards as specified in this Agreement.

B. Met Council Design Authority. Subject to Section 4.2.C., the Met Council shall retain Engineering and Design control and approval over Project elements specific to the Central Corridor LRT line as a whole, including, but not limited to, station elements common to all stations, such as signage and ticket vending machines. The Met Council will meet regularly with the other Parties to review the progress of the Engineering and Design.

C. University's Review and Approval or Comment of Project Design.

1. The Met Council shall regularly consult and meet with the University through Final Design and thereafter as revisions are made or change orders are considered regarding the Improvements listed in Section 3.5.

2. The Met Council warrants and guarantees that the Project track alignment shall be constructed as detailed in the Civil West Construction bid documents dated May 28, 2010 with Addenda 1-6. In the event that Met Council concludes that the Project track alignment needs to be shifted more than three (3) inches laterally, a station platform footprint needs to be shifted more than eighteen (18) inches longitudinally, or the location of any catenary pole needs to be shifted more than eighteen (18) inches longitudinally within the University Campus and/or within the Washington Avenue right-of-way, the Met Council shall obtain prior written approval from the University. The Met Council recognizes that any adjustment in the catenary pole spacing within the EMI Impact Zone must not adversely affect compliance with the EMI Performance Standards.

3. As the design process proceeds, immediately upon completion of design documents, the Met Council shall provide a copy of such design documents to the University for review and approval or comment as set forth below.

a. **Approval.** Subject to Section 4.3, the University shall have final approval over the design and Construction of those Improvements identified in Sections 3.5.A.1.a, i, k, l, and m (University utilities), 3.5.C, and 3.5.D. Notwithstanding the foregoing, the Met Council shall not be required to make changes to the design or Construction required by the University as conditions of its final approval if such conditions would cause the Project budget for elements referenced in this paragraph to be exceeded or interfere with safe and efficient Central Corridor LRT operations. Street traffic Improvements identified in Section 3.5.A.1.b-e shall require agreement from the responsible Road Authority, the University, and the Met Council.

b. **Review.** The University shall have 15 business days after the University's receipt of the Final Design to comment on the Improvements identified in Section 3.5.A.1.f-h— including without limitation the floating slab track systems, including the transition zones and the structural bridge over the pedestrian tunnel at Union Street, and the double split power supply system. The Met Council shall, within a reasonable period of time, respond

in writing and in reasonable detail to all University comments. If the Met Council does not modify its design to account for the University's comment(s), notwithstanding anything to the contrary in Article 10, the University shall not be responsible for remedial costs which could have been avoided by incorporating the University's comment(s) into the Project design and/or Construction.

4. To facilitate timely review by the University, the Met Council shall provide to the University at least one week's notice prior to the Met Council's original submission of any plans and specifications to the University for review and approval or comment. Following the Met Council's submission of plans and specifications, the University shall have 15 business days in which to approve, disapprove or comment. In cases where the University has approval rights pursuant to Section 4.2.C, if the University disapproves the plans and specifications within this 15 business day period, the University shall state its reasons for such disapproval. With regard to any matters of which the University disapproves, the Met Council shall resubmit plans and specifications in a manner that resolves the basis for such disapproval. All resubmissions and subsequent approvals or disapprovals thereof shall be made and given in accordance with the procedure for the original submission. The Met Council has provided Invitation for Bids packages (which are 100% design and specification packages) for Civil West and Systems to the University. The Met Council has provided Addenda 1-6 to the Civil West package and Addenda 1-11 to the Systems package to the University.

D. Responsible Road Authority Review and Approval. The Met Council submitted the Construction bid documents to the Road Authority for Civil West, dated May 28, 2010, with Addenda 1-6 and for Systems dated June 22, 2010, with Addenda 1-8. Depending on which Party is the designated Road Authority for each specific reach of Washington Avenue, the Met Council has provided that Party with the opportunity to review and comment on the bid documents for the following:

- Transit/Pedestrian Mall,
- Washington Avenue LRT modifications and alignment within street right-of-way,
- West Bank and East Bank Station facilities within street right-of-way, and
- Washington Avenue Bridge Central Corridor LRT modifications and alignment.

Within the right-of-way, the Met Council will obtain the approval of the responsible Road Authority for all traffic/roadway elements. The Road Authority for Washington Avenue shall retain control of engineered design elements of the Transit/Pedestrian Mall that affect public safety, which includes but is not limited to pavement, curb and gutter, streetlights, traffic signals, signing, striping and sewers. With respect to such elements, the Met Council shall obtain the Road Authority's approval of those elements that impact the public safety and safe use of the street right-of-way. The Road Authority shall respond to any request for review from the Met Council under this paragraph within 30 calendar days from receipt of the request. Failure to respond within such time period shall be deemed to be a determination that the Road Authority has no comments with respect to the documents provided to them. If the responsible Road Authority disapproves the plans and specifications, the responsible Road Authority shall state its reasons for such disapproval. With regard to any matters of which the responsible Road

Authority disapproves, the Met Council and the responsible Road Authority shall meet in an effort to address any comments and the Met Council shall remove the basis for such disapproval.

4.3. Purpose of Review; No Warranty or Guarantee. The inspection, review, comment, and/or approval by the University or Road Authority regarding the Project's design plans and specifications are solely for the University's or Road Authority's own purpose of determining whether the plans and specifications conform with the requirements of this Agreement, including the Performance Standards. No inspection, review, comment, or approval by the University or a Road Authority pursuant to this Agreement shall constitute the assumption of, nor be construed to impose responsibility for the legal, architectural, engineering or other sufficiency of the matter inspected, reviewed, commented on, or approved. In particular, but without limiting the generality of the foregoing, in approving plans and specifications by the Met Council, University and the Road Authorities are not warranting or guaranteeing that the plans and specifications comply with applicable laws or that Construction of the Project in accordance with the plans and specifications will be sufficient to achieve Performance Standards required by this Agreement. The University reserves all rights to insist on full compliance with applicable laws and Performance Standards, and nothing in this Agreement shall be construed as negating the Met Council's obligation to meet the Performance Standards.

4.4. Reimbursement of Staff Costs during Engineering & Design, and Construction.

A. Reimbursement of University Expenses for Project Manager. The University may designate its Project Manager and staff to work with the Met Council in order to monitor activity and respond in a timely fashion to the Met Council's requests for approval and/or comment during Engineering and Design or Construction. The Met Council shall reimburse the University quarterly for salary and benefit costs, without markups, for all Project Manager and staff time actually spent on the Project from and after the Execution Date of this Agreement (this amount not to exceed \$400,000 through completion of the Project). The University shall provide the Met Council with a quarterly invoice including a report of University Project Manager and staff hours and a description of work performed. The details of the reimbursement shall be outlined in the University's Master Funding Agreement with the Met Council.

B. Reimbursement of Hennepin County Expenses for Project Manager. Hennepin County may designate its Project Manager to work with the Met Council in order to monitor activity or respond in a timely fashion to the Met Council's requests for approval and/or comment during Engineering and Design or Construction. The Met Council shall reimburse Hennepin County for actual direct salary (including benefits) costs, without markups, for all Project Manager staff time actually spent on the Project (this amount not to exceed \$200,000 through completion of the Project), and Hennepin County shall provide the Met Council with a quarterly invoice including a report of Hennepin County Project Manager staff hours and a description of activities observed or conducted. The details of the reimbursement shall be outlined in a separate Master Funding Agreement with the Met Council.

C. Reimbursement of Minneapolis Expenses for Project Manager. Minneapolis may designate its Project Manager to work with the Met Council in order to monitor activity or respond in a timely fashion to the Met Council's requests for approval and/or comment during

Engineering and Design or Construction. The Met Council shall reimburse Minneapolis for actual direct salary (including benefits) costs, without markups, for all Project Manager staff time actually spent on the Project (this amount not to exceed \$200,000 through completion of the project), and Minneapolis shall provide the Met Council with a quarterly invoice including a report of Minneapolis Project Manager staff hours and a description of activities observed or conducted. The details of the reimbursement shall be outlined in a separate Master Funding Agreement with the Met Council.

4.5. Pre-Revenue Service Testing of Mitigation Systems, Certification Protocol and Commencement of Revenue Service.

A. Prior to commencement of Revenue Service, Met Council shall implement a testing regimen of the EMI and vibration mitigation systems to verify that CCLRT operations will comply with all EMI and Vibration Performance Standards. The testing for EMI and Vibration shall follow the Certification Protocol provided in **Exhibits N and O**. The Met Council shall not commence Revenue Service on the CCLRT line between Ontario Street and the east end of the Washington Avenue Bridge until it has certified pursuant to this Section that CCLRT operations will comply with all Performance Standards, and that all reviews of a certification requested by the University pursuant to paragraph G, below, have been completed and confirmed the accuracy of the certification.

B. For EMI mitigation, Met Council will conduct tests for each of the following nine University buildings: Hasselmo Hall, Jackson Hall, Amundson Hall, Weaver-Densford, Kolthoff Hall, Electrical Engineering and Computer Science (“EECS”), 717 Delaware, Moos Tower, and Molecular and Cellular Biology to determine whether CCLRT operations in the EMI Impact Zone will comply with EMI Performance Standards. The EMI Certification Protocol attached as **Exhibit O** establishes the requisite tests. The Met Council and University will jointly establish acceptable standards for quiet conditions suitable to conduct EMI testing. Testing locations will be established by mutual agreement to best approximate the distances specified by the EMI Performance Standards for both the Bz and Br fields. For example, in Kolthoff Hall, testing locations will be established at approximately 75 feet from the nearest track centerline for the Bz field and at approximately 100 feet from the nearest track centerline for the Br field at two separate locations: one within the 135 foot end zone and one within the remaining easterly portion of the building as depicted in **Exhibit C**. For 717 Delaware and EECS, testing locations will be designed to simulate an indoor condition as mutually agreed by Met Council and the University at 75 feet from the nearest track centerline for the Bz field and at 100 feet from the nearest track centerline for the Br field. In the event that EMI testing is compromised because of unsuitable non-quiet conditions, the Met Council and University will meet and negotiate an alternative method to achieve certification of compliance with EMI Performance Standards. If the parties are unable to reach agreement on the adequacy of the simulation of indoor conditions or the method to be followed to achieve certification if the parties cannot agree upon “quiet conditions,” they shall each submit to a panel selected in accordance with Section 4.5.G their respective alternative proposals. Each party shall submit only one proposed alternative as to the contested matter(s) to the panel. After the parties make a presentation to the panel on the respective proposed alternatives, the panel shall select one of the proposed alternatives and shall

not alter or amend the proposal in any manner. The panel's decision shall be final, binding, and enforceable pursuant to Section 10.5.

C. For vibration mitigation, Met Council will conduct tests at each of the nineteen University labs identified on **Exhibit J** to determine whether CCLRT operations in the Vibration Impact Zone will comply with Vibration Performance Standards. The Vibration Certification Protocol attached as **Exhibit N** establishes the requisite tests. The Met Council shall use its best efforts to test under a broad range of temperature conditions, including cold weather conditions. If certification testing did not include tests during the month of January, the Met Council will conduct a limited number of tests the first January following the commencement of Revenue Service in order to confirm compliance with the Vibration Performance Standards in cold weather conditions. If the tests do not establish compliance, then the provisions of paragraph G, below, apply.

D. As more particularly described in the Certification Protocols, the University and its contractors or consultants shall be given reasonable notice of, and be allowed to observe, all testing performed and shall receive all testing results contemporaneously with, and in the same format as, the Met Council's receipt of the same. From time to time as pre-Revenue Service testing proceeds, and as more particularly described in the Certification Protocol, the Met Council shall submit certificates as to the completion of tests required by the Certification Protocol and whether the data for the completed tests show that CCLRT operations during Revenue Service will comply with the Performance Standards set forth in Article 5 that relate to such tests. No less than 90 days prior to the date on which the Met Council anticipates the commencement of Revenue Service, the Met Council shall submit to the University certifications (one for EMI and one for vibration) verifying that it has completed all tests identified in the Certification Protocol in accordance with the Protocol requirements and that the test data show that CCLRT operations during Revenue Service will comply with all Performance Standards set forth in Article 5. In submitting its certifications to the University, the Met Council shall include all relevant testing documentation, including procedures, raw data, draft reports and final reports. The University will have 20 business days following its receipt of both the EMI and vibration certifications to review each certification.

E. If at any time during Pre-Revenue Service Testing the University has a concern about the execution of the Certification Protocol, a certification, testing documentation, and/or the testing procedures or schedules, the University shall submit that concern to the Met Council in writing and the Met Council shall, within a reasonable period of time, respond in writing and in reasonable detail to the University concern. The University may also concurrently conduct its own testing, monitoring or measurement to verify the Met Council's data.

F. If Met Council pre-revenue Certification Protocol testing indicates that CCLRT operations do not comply with the Performance Standards set forth in Article 5, then notwithstanding anything to the contrary in this Agreement, the Met Council, at its sole cost and expense, shall implement a corridor-based solution or make operational adjustments to ensure that CCLRT operations comply with the Performance Standards. The Met Council shall propose a revised Certification Protocol, appropriate under the circumstances, to verify that with the implementation of corridor-based remedies or operational changes, CCLRT operations will fully

comply with all Performance Standards. Upon the Met Council's completion of the testing required by the revised Certification Protocol, the Met Council shall provide to the University the certification required in Section 4.5.E. and the University shall review the new certification as provided in that paragraph. If the Met Council implements corridor-based remedies or operational changes in order to be able to certify that CCLRT operations will comply with the Performance Standards, then Met Council shall maintain those remedies and/or incorporate the required operational changes into the Operations and Maintenance Agreement (defined in Article 7) in order for Revenue Service to begin.

G. If the University challenges a Met Council certification, it shall notify the Met Council of its reasons and factual basis for the challenge. Thereafter, the certificate shall be submitted for professional peer review by a qualified panel with specialized knowledge and experience regarding EMI or vibration, as appropriate. The EMI and vibration panels shall each consist of three technical experts selected as set forth in this paragraph. The panel has authority only to determine whether (1) the tests required to support the certificate were performed in accordance with the Certification Protocols; and (2) the test results confirm that CCLRT operations entering Revenue Service will comply with the relevant Performance Standards set forth in Article 5. Within 10 days after the University notifies the Met Council that it challenges a Met Council certification (the "Notice"), the Met Council and the University shall each select one expert with the following qualifications: (a) sufficient technical/scientific background to facilitate the evaluation of the technical requirements of the testing protocols for Vibration and/or EMI, and (b) sufficient experience to appreciate the magnitude and importance of the determination to both the University and the Met Council. Within 10 days after the Notice, those two experts shall select a third neutral expert meeting those same qualifications. As to the third expert, there shall be no identifiable conflict of interest with regard to either the University or the Met Council. If the two experts cannot agree upon a third expert within that 10-day period, either party may request the chief judge of the Hennepin County District Court to name a neutral expert having the required qualifications. Within 30 days after the full panel is identified, the panel shall make its determination. The determination of the panel shall be that of at least two of the three experts. There shall be no ex parte communication by the Met Council or University with panel members (including the panel member selected by that party) once the panel is selected and the determination of the panel shall be final, binding and specifically enforceable pursuant to Section 10.5. The Met Council and the University shall each pay the fees and expenses of the expert it has designated and shall pay in equal parts the remainder of the panel's fees and expenses. If the panel decides a question adversely to the Met Council, nothing in this Agreement precludes the Met Council from submitting a subsequent certification to the University. The procedural provisions of this paragraph apply to such subsequent certification in the same manner as in the case of the initial certification. Additionally, in such circumstances, the requirement of submitting a certification to the University no less than 90 days prior to commencement of Revenue Service shall not apply. If the University challenges the subsequent certification the matter shall be submitted to the same panel as considered the initial certification.

4.6. Post Construction and Acceptance of Project. The Met Council will be responsible for acceptance of the Project and will coordinate such acceptance with the University, Hennepin County, and Minneapolis.

**ARTICLE 5 – MITIGATION OF ADVERSE IMPACTS
DURING CONSTRUCTION AND OPERATIONS**

5.1. General Terms.

A. General Terms. As set forth in this Agreement, the Met Council and the University have agreed to Performance Standards for CCLRT Construction and operation. The Met Council shall construct and operate the CCLRT line in compliance with the Performance Standards. If CCLRT Construction or operations exceed the Performance Standards, the Met Council must restore compliance with the Performance Standards. Recognizing the public benefit of the CCLRT line to the metropolitan community and to the University, the University will cooperate, consistent with this Agreement, with the Met Council in achieving and complying with the Performance Standards. An exceedance does not, in and of itself, constitute a breach of this Agreement.

B. Construction Vibration Performance Standards. The Met Council and the University agree that the Construction Vibration Performance Standard is the lesser of either an RMS velocity level of 42 VdB or a PPV value of 0.0005. During Construction, it is anticipated that vibrations will exceed the Construction Vibration Performance Standard. In anticipation of such exceedances, the Met Council and the University will exchange information and work cooperatively while the Met Council and its contractors develop a detailed construction schedule and the University develops a Research Needs Program During Construction document containing a detailed assessment of the needs of its laboratories and research equipment tolerances during Construction, and a schedule of research that may occur during Construction. The Met Council and the University will then work together to develop a mutually agreeable Research Mitigation Plan for Construction Vibration (“RMPCV”) to mitigate adverse construction impacts to research, taking account of the Met Council’s construction schedule and the University’s Research Needs Program. The RMPCV will include, but shall not be limited to a combination of scheduling remedies, changes to construction methods and timing, and site-based mitigation measures, including the use of vibration isolation tables and the relocation of research.

The parties will make every effort to adhere to the following schedule for development of the RMPCV. Should the Civil West construction schedule change from the date below, the parties agree to extend the subsequent milestone dates day for day, or less as mutually agreed by the Met Council and the University.

Action	CCPO Schedule
Civil West (CW) LONP	09/08/10
Council Authorizes CW Award	09/29/10
Council Award to CW Contractor	09/30/10
Council LNTP to CW Contractor	09/30/10
CW Construction Schedule	10/07/10
U of M Submits Final Research Needs Program	11/04/10

CCPO develops and delivers to U of M RMPCV	12/06/10
Complete joint development of RMPCV	01/19/11
No Agreement/Binding Arbitration, if needed	01/19/11
Final RMPCV	02/28/11

In order to promptly, efficiently, and finally resolve any disputes between the parties with regard to construction-generated vibration and the RMPCV, the parties agree to submit those disputes to binding arbitration if they are unable to resolve them pursuant to Section 10.4.A. The single arbitrator will be selected by Hon. Jonathan Lebedoff, or if unavailable, by the Chief Judge of the Hennepin County District Court. The arbitrator's decision will be final, binding, and enforceable. Arbitration will follow the "baseball" model, meaning that for each issue presented for resolution, each party will submit to the arbitrator its proposed resolution. The arbitrator will select only one of the proposed alternatives; the arbitrator is precluded from altering either proposal in any manner.

Matters that are subject to binding arbitration described above are: 1) unresolved terms of the RMPCV; and 2) disputes relating to mitigation of construction generated vibration. To the extent that disputes relate to scheduling, the arbitrator is authorized to adjust either or both the Met Council's construction schedule or the University's Research Needs Program. The University shall have the right to obtain only those specific performance remedies under this section that relate to enforcement of the terms of the RMPCV or any arbitration decision issued under this section. Except to the extent that it is incorporated into the RMPCV, the University is precluded from specific performance remedies under Article 10 of the Construction Vibration Performance Standard during Construction. The other rights and remedies of the University under Article 10 remain in full force and effect.

5.2. Vibration. The Met Council agrees that the mitigation measures for vibration described herein are required for the Project.

A. Mitigation Plan for Vibration.

1. Those vibration mitigation measures and Performance Standards applicable prior to and during Construction are set forth in the Construction Management Program.

2. Consistent with this Agreement, vibration within the Vibration Impact Zone proximately caused by Central Corridor LRT operations shall not exceed the Vibration Performance Standards. The Vibration Performance Standards are as follows:

a. Vibrations caused by the Central Corridor LRT shall not exceed the existing ambient vibration condition on the University Campus. The "existing ambient vibration condition" is defined as the long term energy equivalent vibration level (L_{eq}) of the floor vibration measured in a specific set of 19 laboratories identified on **Exhibit J** generally occurring over a period of 20 to 24 hours (long term ambient L_{eq}).

b. The vibration from the Central Corridor LRT vehicles shall not exceed the long term ambient L_{eq} vibration level in any of the 1/3-octave bands from 4 Hz to 200 Hz.

c. Where the long-term existing L_{eq} is less than 36 VdB (vibration velocity decibels re: 1 micro-inch/second), then the Central Corridor LRT train vibration shall not exceed 36 VdB from 4Hz to 200Hz.

The vibration generated by a Central Corridor LRT vehicle is defined as the root-mean-square (“RMS”) of the building floor vibration attributable to a Central Corridor LRT train during a passby. The RMS vibration attributable to a Central Corridor LRT train is that obtained by measurement over the duration of a Central Corridor LRT train passby. The “passby time” of a Central Corridor LRT train over which the RMS is obtained is defined as the time between the “3 dB down points” of the recorded vibration level.

d. The Vibration Performance Standards incorporate the variability that naturally exists between trains under Revenue Service operations. Acceptable variation, for compliance with the Vibration Performance Standards shall be defined as follows:

(i) The Vibration Performance Standards shall be met by 85 percent of Central Corridor LRT trains passing through the University’s Campus.

(ii) In no event shall the vibration from any Central Corridor LRT train be in excess of 4 decibels above the Vibration Performance Standards at any single one-third octave band.

3. The Met Council will engineer, install and maintain floating slab track systems in both tracks at the following locations:

- a. Kolthoff Hall
- b. Hasselmo Hall
- c. Amundson Hall, Jackson Hall, and Molecular Cellular Biology
- d. Weaver Densford Hall

The length of the floating slabs and the associated transition zones were determined during final design. Special attention will be paid to designing and implementing a structural bridge over the pedestrian tunnel at Union Street. Such design will achieve the specific Vibration Performance Standards for nearby facilities.

Upon review and approval, the Met Council will pay all reasonable costs and expenses associated with the site-based mitigation measures for the Amundson Hall laboratory or

laboratories where the Met Council and the University jointly agree the Vibration Performance Standards cannot be met with corridor-based mitigations.

B. Vibration Testing. The Met Council will develop and implement a periodic vibration testing program to verify that the vibration mitigation has been constructed as designed and to verify the effectiveness of the mitigation during CCLRT operations, as described in **Exhibit P**.

C. Vibration Monitoring. The University will design, operate and maintain a Vibration Monitoring System as described in **Exhibit P**. As part of the Project, the Met Council shall install the University's wheel flat detection system, a component of the Vibration Monitoring System. The Met Council shall cooperate but not share costs with the University in University's maintenance of the Vibration Monitoring System. The Vibration Monitoring System's initial capital cost shall be paid for as follows:

1. If the actual cost to construct the University mitigation measures required by this Agreement is less than \$26.3 million, the Vibration Monitoring System shall be paid for with the money amounting to the difference between the actual cost to construct University mitigation measures and the \$26.3 million allocated thereto.
2. Thereafter, the source of any funds shall be as follows:
 - a. Congressional appropriation other than federal New Start Funds;
 - b. Use of the \$6.6 million contingency for University mitigation measures;
 - c. Use of general Project contingency (in competition with other Parties and priorities).

5.3. EMI.

A. Mitigation Plan for the EMI.

1. Consistent with this Agreement, EMI within the EMI Impact Zone caused by Central Corridor LRT operations shall not exceed the EMI Performance Standards. The EMI Performance Standards are as follows:

	Total EMI Performance Standard LRT EMI Mitigation Zone-wide	Total EMI Performance Standard Exception Zone
Bz Performance Standard	Not to exceed 2 mG at 75 feet and beyond	Not to exceed 2 mG at 75 feet and beyond
dBz/dt performance standard	Not to exceed 5 mG/second at 75 feet and beyond	Not to exceed 5 mG/second at 75 feet and beyond
Br Performance Standard	Not to exceed 2 mG at 110 feet and beyond	Not to exceed 2 mG at 100 feet and beyond for 90% of train passbys per day and not to exceed

		3 mG at 100 feet and beyond for the other 10 % of train passbys per day*
dBr/dt performance standard	5 mG/second at 100 feet and beyond	5 mG/second at 100 feet and beyond

*Except for that distance of 135 feet easterly of the western edge of Kolthoff Hall where the Br field shall not exceed 2 mG at 100 feet and beyond for 90% of train passbys per day and the Br field shall not exceed 3.5 mG at 100 feet and beyond for the other 10% of train passbys per day.

a. EMI threshold values are understood to be at the stated 75 foot, 100 foot, and 110 foot distances of interest perpendicular to the nearest track center-line and at an elevation of 3 feet from the top of rail.

b. Train passbys means any instance when a train passes through the EMI Impact Zone.

c. These EMI Performance Standards include operating conditions, including but not limited to emergency or other unanticipated LRT stops, outages of substations, degradation over time of LRT wiring and connections, unanticipated changes in critical current balances, future changes in LRT equipment or operations including additional cars.

2. The Met Council shall satisfy the EMI Performance Standards at least in part through implementation of a double-split power supply system on Washington Avenue. The Met Council shall engineer, install, and maintain the double-split power supply system on Washington Avenue to mitigate adverse impacts of EMI generated by propulsion and braking currents from Central Corridor LRT operations on the University's research facilities.

B. The Met Council and the University recognize that the source-based mitigation measures specified in this Agreement will not adequately protect the sensitive equipment in the Leighton Laboratory located in Amundson Hall Rooms 50/54. Site-based mitigation measures will be employed for this laboratory. The University will reasonably determine the most appropriate site-based mitigation measures that will be implemented. These measures may include active cancellation of the EMI or equipment relocation. Met Council, upon prior approval, agrees to pay reasonable costs incurred related to the site-based EMI mitigation.

C. EMI Testing. The Met Council will develop and implement a periodic EMI testing program to verify that the EMI mitigation has been constructed as designed and to verify the effectiveness of the mitigation during CCLRT operations, as described in **Exhibit Q**.

D. EMI Monitoring. The University will design, install, operate, and maintain an EMI Monitoring System described in **Exhibit Q**. The University shall pay for the EMI Monitoring System's design, installation, operation, and maintenance costs. The Met Council shall cooperate but not share costs with the University in the University's maintenance of the EMI Monitoring System.

E. Standard Operating Procedures during a traction power substation outage. As specified in **Exhibit O**, EMI Certification Protocol, the Met Council will conduct demonstration tests to determine whether the EMI Performance Standards can be met if there is an outage of traction power substation #2 or #3. If such demonstration runs indicate an exceedance of the EMI Performance Standards, the Met Council will develop standard operating procedures that specify operational changes to meet EMI Performance Standards (such as reducing train speeds or not allowing trains to pass in the Research Impact Zone) that will be implemented in the event of an outage of TPSS #2 or #3.

5.4. Monitoring Systems.

A. If a monitoring system or other indicators such as research equipment indicates that a Central Corridor LRT vehicle or vehicles approaching or passing through the University Campus causes vibration or EMI to exceed a Performance Standard and the University reasonably determines that such exceedance will result or has resulted in Quantifiable Harm, the Met Council shall immediately make temporary operational adjustments before subsequent LRT vehicles reach the University Campus such as slowing the vehicles or imposing other operational constraints, such that the anticipated exceedance is avoided. The University will provide evidence for the University's claim of Quantifiable Harm within two (2) business days. Such evidence will cause the Met Council to conduct additional testing to determine whether vibration and/or EMI from Central Corridor LRT operations exceed a Performance Standard. The Met Council will continue such temporary operational adjustments until its additional testing and analysis is complete. The University also may concurrently conduct its own testing. If the Met Council's additional testing does not show that a Vibration or EMI Performance Standard will be exceeded, no operational adjustments are required to be continued. If the Met Council's additional testing indicates an exceedance of the Performance Standards for EMI or Vibration, the remedies of Article 10 shall apply. If the University's concurrent testing or the Met Council's additional testing indicates that there is a dispute as to whether an exceedance of a Performance Standard for EMI or Vibration and/or Quantifiable Harm has occurred, the Met Council and the University will utilize the dispute resolution process set forth in Section 10.4. The Met Council will continue its temporary operational adjustments until this dispute resolution process is complete.

B. Any Central Corridor LRT vehicle with a wheel flat or other condition that may cause the Vibration Mitigation Performance Standard to be exceeded must be immediately removed from service and repaired before being placed back into service.

5.5. Historic Sites.

A. The Met Council shall take steps necessary to maintain the existing historical integrity and setting of the University Campus after Project Construction. The Met Council shall mitigate the adverse visual effects of the Project to the University of Minnesota Campus Mall Historic District by limiting the number of catenary poles and replacement of pedestrian lighting poles located within the University's Old Campus Historic District and selection of pole colors consistent with the University Campus standards to minimize their visibility. The Met Council shall mitigate the adverse effects of the Project to the University's Old Campus Historic District

by installing the type and color of traffic signal and pedestrian lighting poles as depicted and described in **Exhibit R** at the locations depicted in **Exhibit S**.

B. The Met Council shall mitigate all adverse effects on Historic Sites identified by the State Historic Preservation Office (“SHPO”) so as to eliminate or minimize those adverse effects.

C. The University shall have the right to approve any future change to the type, color, and/or location of the catenary, pedestrian lighting and traffic signal poles specified in this Section.

D. The City shall consult with the University before making changes to the type, color, and/or location of traffic signals or street lights specified in this Section.

E. The Parties shall work cooperatively to reduce traffic impacts on the University’s Old Campus Historic District after Construction is complete, including without limitation, studying whether traffic in the University’s Old Campus Historic District could be further reduced through use of signage directing traffic approaching the University Campus from elsewhere in Minneapolis to alternative routes.

5.6. Continuing Obligation for Maintenance. The Met Council shall implement maintenance and improvement programs and schedules to assure effective vibration and EMI mitigation. The Met Council has sole responsibility for the costs of routine repairs and maintenance, the cost of addressing ordinary wear and tear, and the costs of lifecycle replacement for the CCLRT EMI and Vibration mitigation systems and the CCLRT line. To the extent that an exceedance is caused by a lack of maintenance, repair or replacement of the systems or the line, the Met Council shall be solely responsible for bringing the systems back into compliance as set forth in Sections 5.2 and 5.3 of this Agreement.

5.7. Speed of Light Rail Vehicles in Research Corridor Impact Zone during CCLRT Revenue Service. During Revenue Service, the Met Council agrees to limit the speed of any LRV passing through the Research Corridor Impact Zone to no more than 20 miles per hour. However, west bound trains may accelerate after leaving the Church Street intersection up to 30 miles per hour when approaching the Washington Avenue Bridge. Additionally, east bound trains may decelerate from 30 miles per hour after exiting the Washington Avenue Bridge to no more than 20 miles per hour upon reaching the Church Street intersection.

5.8. Construction in Front of Hasselmo Hall. Recognizing the sensitivity of the seven superconducting NMR’s located in Rm. 1-130 of Hasselmo Hall, the Met Council and the University agree that the Met Council’s Civil West Contractor shall not perform construction anywhere within the full width of the corridor between Track 2 Stations 2258+00 and 2261+00 until March 1, 2012. The limits of this constraint also include the Church Street intersection. This precludes construction within approximately 100-feet of the eastern edge and western edge of Hasselmo Hall until March 1, 2012.

ARTICLE 6 – PARTIES’ RIGHTS RELATED TO THE TRANSIT/PEDESTRIAN MALL

6.1. General Terms.

The Project shall include the construction of the Transit/Pedestrian Mall. That portion of the Transit/Pedestrian Mall between the LRT tracks and on the two blocks bounded by Harvard Street S.E. and Walnut Street S.E. and by Union Street S.E. and Church Street S.E. are referred hereinafter as the “Amenity Zone.” The Parties intend that:

- the Transit/Pedestrian Mall shall be aesthetically pleasing and compliment the design of adjacent portions of the University Campus, and include enhanced landscaping, furniture, and surface treatments;
- the Transit/Pedestrian Mall shall function efficiently to move LRT vehicles and buses through the University Campus;
- the Transit/Pedestrian Mall shall serve to mitigate adverse impacts of the passage of the LRT line through the University Campus; and
- the Transit/Pedestrian Mall shall be designed, operated and maintained so as to protect the safety of pedestrians and cyclists.

6.2. Design and Maintenance.

A. The final design for the Transit/Pedestrian Mall shall be consistent with the Construction bid documents prepared by the Met Council’s Central Corridor Project Office (“CCPO”) dated May 28, 2010 with Addenda 1-6. Any material deviation from such plans requires approvals as provided in Article 4. Following completion of construction of the Transit/Pedestrian Mall, changes to the improvements or landscaping that would materially alter the design, materials, or functionality of the Transit/Pedestrian Mall shall require the approval of the Met Council, the University and the affected Road Authority.

B. If any work in the Transit/Pedestrian Mall by a public or private utility damages the pavement, sidewalks or other improvements on the Transit/Pedestrian Mall, the entity responsible for patching and restoration shall restore the general area of the work, the surrounding areas and the Transit/Pedestrian Mall improvements to in-kind conditions, unless mutually agreed to by the Parties. To the extent that the cost of fully restoring the Transit/Pedestrian Mall cannot, under applicable ordinances, rules or statutes, be imposed upon the entity whose work resulted in the need for restoration, the cost of full restoration shall be borne by the Met Council. If any utility work on the Transit/Pedestrian Mall damages the pavement, sidewalks or other improvements on the Transit/Pedestrian Mall, the entity that owns the utility infrastructure or is paying for the work that causes the damage shall pay the full cost to restore the general area of the work, the surrounding areas, and the Transit/Pedestrian Mall improvements to the same quality, appearance, and functionality as existed before the commencement of the work.

C. The Met Council shall be responsible for the maintenance of the East Bank Station platforms. The University shall, at its expense, be responsible for the day-to-day maintenance, including snow removal, landscaping and solid waste removal from the Amenity Zone and

maintenance of the landscaping between the tracks located between Walnut Street S.E. and Oak Street S.E. Landscaping will be maintained by the University so that it does not pose a hazard to the safe operation of LRT vehicles or buses. Landscape plantings will be maintained by the University so that no part of them invade the LRT vehicle's dynamic envelope or come within ten feet of the OCS contact wire. Except in case of emergency or with respect to routine garbage removal, litter control and minor repairs to street furniture, the University shall notify the CCLRT rail control center before commencing work in the Amenity Zone or elsewhere in the Transit/Pedestrian Mall and comply with work procedures generally applicable to contractors working in close proximity to the LRT tracks. University shall not be required to secure a permit from the Met Council in connection with its maintenance of the Amenity Zone or Transit/Pedestrian Mall. The Met Council shall, at its expense, be responsible for the repair and replacement of improvements including sidewalks, signage, and lighting in the Amenity Zone. The standard of maintenance and repair within the Amenity Zone shall, at a minimum, be the standard the University generally employs for pedestrian-oriented places on the University Campus unless the Met Council and University agree upon an alternative standard. To the extent permitted by applicable laws and ordinances, the Operations and Maintenance Agreement referenced in Article 7, below, shall include provisions regarding the placement and management of news racks in the Amenity Zone, including the possible use of news rack corrals.

D. The University shall ensure that University employees and contractors performing maintenance in close proximity to the LRT tracks in the Amenity Zone or elsewhere within the Transit/Pedestrian Mall have completed, before working in such areas, an on-track right-of-way safety training program, which shall be provided by the Met Council without charge to the University and its contractors.

E. The Met Council shall install, operate and maintain eighteen (18) security cameras at the West Bank Station, six (6) security cameras at the East Bank Station and six (6) security cameras at the Stadium Village Station. The University shall have the right to install, operate and maintain at its expense additional security cameras at the three stations at locations approved by the Met Council. The University shall have the right to install, operate and maintain at its expense a reasonable number of security cameras along the Transit/Pedestrian Mall at locations approved by the Road Authority. "Live feeds" from all of the security cameras identified above shall be made available by the Party operating the camera to the other Parties, provided that the Party receiving the live feed shall pay the out-of-pocket costs reasonably incurred by the transmitting Party in connection with the transmission.

6.3. Traffic and Parking

A. Upon the closing of Washington Avenue along the Transit/Pedestrian Mall, and thereafter for so long as LRT vehicles operate on the Transit/Pedestrian Mall, only the following vehicles shall be permitted to use Washington Avenue between Pleasant Street S.E. and Walnut Street S.E.:

- LRT vehicles operated by MetroTransit
- MetroTransit and MetroMobility buses while operating on their regular routes or on Metro Transit or Metro Mobility special passenger service routes

- Metro Transit buses while “dead-heading,” provided that (1) the total number of dead-heading buses between the hours of 7:00 a.m. and 6:00 p.m. on any given day shall not exceed 7.5% of the total number of MetroTransit buses operating on regular routes through the Pedestrian/Transit Mall on such day; and (2) the total number of dead-heading buses during the remaining hours of such day shall not exceed 2.5% of the total number of MetroTransit buses operating on regular routes through the Pedestrian/Transit Mall on such day. By way of example, if there are 600 MetroTransit buses passing through the Pedestrian/Transit Mall on their regular routes on a given day, then on that day Metro Transit is permitted to have up to 45 dead-heading buses pass through between 7:00 a.m. and 6:00 p.m. and up to 15 dead-heading buses pass through during the remaining hours of the day. Deadheading as part of special event service is permitted in consultation with the University.
- Other transit buses operated as part of the regional public transit system
- University buses
- Authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, Subd. 5, while responding to emergencies
- Police patrol vehicles operated by law enforcement agencies including, but not limited to, the University, MetroTransit, Minneapolis and Hennepin County
- Public works, maintenance and service vehicles and equipment, including street sweeping and snow removal vehicles and equipment, of the University, the Met Council, the Road Authority and public and private utility departments and companies with facilities in the Washington Avenue right-of-way and their respective contractors while actively performing maintenance responsibilities in the Washington Avenue Transit/Pedestrian Mall or making repairs or improvements to properties in or abutting the Washington Avenue Transit/Pedestrian Mall
- Construction vehicles of the Met Council or its contractors during the initial construction, installation and testing of the Improvements on the University Campus
- Contractor’s vehicles while delivering construction materials or removing debris from private properties abutting the Washington Avenue Transit/Pedestrian Mall in conjunction with constructing, improving or changing improvements to such properties as permitted by the Road Authority under applicable ordinances
- Bicycles in one or more designated bicycle lanes
- Other vehicles as agreed to by the Met Council, the Road Authority and the University in writing in connection with unusual and unforeseen circumstances or special events
- Delivery trucks between Harvard and Walnut Streets on the eastbound lane between the hours of 7:00 p.m. and 7:00 a.m. where the Road Authority determines it is appropriate and subject to such conditions it imposes after consultation with the University of Minnesota and the Met Council.

B. Except as specifically permitted above, upon commencement of construction of Civil West and Systems along the Washington Avenue Transit/Pedestrian Mall, and thereafter for so long as LRT vehicles operate on the Washington Avenue Transit/Pedestrian Mall, no vehicles except those described in paragraph A, above, shall be permitted to use Washington Avenue (except crossing through intersections at Church Street S.E. and Harvard Street S.E.) between Pleasant Street S.E. and Walnut Street S.E.. Without limitation, this prohibition shall extend to:

- Motor vehicles as defined in Minnesota Statutes Section 169.01, Subd. 3
- Trucks as defined in Minnesota Statutes Section 169.01, Subd. 49.
- Taxis and limousines
- Motorcycles, motorized bicycles, electric-assisted bicycles, and motorized foot scooters, all as defined in Minnesota Statutes Section 169.01, Subds. 4, 4a, 4b, and 4c and like motorized vehicles
- School buses and other buses.

C. Parking on either side of Washington Avenue S.E. shall be prohibited between Pleasant Street S.E. and Walnut Street S.E. except for emergency vehicles responding to emergency calls. Vehicle turns off the Washington Avenue Transit/Pedestrian Mall shall be prohibited.

D. Buses operating on the Washington Avenue Transit/Pedestrian Mall shall drive on the LRT tracks between Church and Walnut Streets except for emergency situations including but not limited to occurrences when an LRT vehicle is stranded and inoperable within the Transit/Pedestrian mall requiring buses to travel on adjacent emergency vehicle bike lanes. The Met Council, University and Road Authority shall jointly evaluate the benefits and detriments of such mode of operating after the passage of a period of three years from the commencement of Revenue Service and determine whether buses shall continue to operate on the tracks. Notwithstanding the foregoing, if the University believes that such operation exacerbates the effects of vibration on University research buildings beyond what the University and the Met Council now anticipate, or if any two of the Met Council, the responsible Road Authority or the University believe that such operation unreasonably increases the risk to pedestrians, cyclists and vehicles using the Washington Avenue Transit/Pedestrian Mall, then the Parties shall conduct such evaluation before the passage of three years. Buses shall be permitted to operate on the bike/emergency lanes and off the tracks only with the agreement of Met Council, the Road Authority and the University.

E. Subject to the other provisions of this Agreement, including specifically provisions related to Performance Standards and their enforcement, Met Council shall have final control and authority over public transit bus and rail system operations through the Washington Avenue Transit/Pedestrian Mall. Met Council shall regularly review and consult with the University and the Road Authority regarding bus and LRT operations through the Washington Avenue Transit/Pedestrian Mall, including levels of service, the location and number of stops and operating speeds and shall consult with the University and Road Authority regarding any material changes to bus and LRT operations.

F. The University agrees that for so long as traffic and parking on Washington Avenue between Pleasant Street S.E. and Walnut Street S.E. is limited as described above and the Central Corridor LRT operates along the Washington Avenue Pedestrian/Transit Mall, Harvard Street S.E. and Walnut Street S.E. north of Washington Avenue will be open to traffic crossing Washington Avenue. The Parties acknowledge that Harvard Street S.E. and Walnut Street S.E. north of Washington Avenue are private streets owned by the University and subject to ordinances and policies of the University and that nothing herein is intended as a dedication of either of such streets to the public; further use of such streets by the public shall not be deemed

as a dedication thereof to the public at common law, under Minnesota Statutes Section 160.05 or otherwise. The University shall have the right to periodically and temporarily prevent the public from using such streets in order to preserve its claim that such streets have not been dedicated to the public, and the exercise of this right shall not be deemed to be a violation of this Agreement as long as alternative routes are provided for the public.

G. For the first three years of LRT Revenue Service, the Met Council shall be responsible for modifications at or near the intersections of Washington Avenue/Huron Boulevard/23rd Ave/25th Ave/University Ave if the intersections do not operate at a level of service D with every leg of the intersection operating at a level of service of E or better during a typical p.m. peak hour when the University of Minnesota is conducting its normal schedule of classes (“Minimum Level of Service”).

The intersections may be evaluated by the City at least every six months using agreed-to updated traffic counts. If the intersection does not meet the Minimum Level of Service an actual delay study will be performed by the City to verify whether the delay criteria is being met. If this Minimum Level of Service is not achieved, the following steps, listed in order of priority, shall be taken as necessary to achieve the Minimum Level of Service, unless otherwise agreed to by the Road Authorities:

1. The City shall adjust signal timing, signal phasing, and/or update control equipment.
2. The City shall make minor modifications to the intersection by restriping or adding turn lanes.
3. If items 1 and 2 do not result in achieving the Minimum Level of Service, the Met Council and the Road Authorities agree to jointly develop solutions to address traffic operations at the intersection.

For the first three years of LRT Revenue Service, the Met Council and the Road Authorities will contribute to the cost of actions necessary to achieve the Minimum Level of Service. The amount of contribution from the Met Council will be based on the level of impact LRT operations has on the Minimum Level of Service taking into account additional traffic volumes generated by subsequent development or traffic being diverted to the intersection. If it can be reasonably demonstrated that the intersection would not have operated at the Minimum Level of Service with the roadway geometrics and signal control conditions that existed prior to LRT construction, the Met Council shall only be responsible for the portion of the cost of corrective action attributable to the presence of LRT.

The City reserves the right to make reasonable modifications to the signal operation to achieve the desired level of service and inform the Met Council of its actions. The City shall consult with the Met Council prior to implementing any modification.

6.4. Adoption of Ordinances.

During the term of the Commissioner’s Order issued on May 12, 2010, the Parties contemplate that the County will “turn-back” to the City of Minneapolis that section of Washington Avenue between approximately Pleasant Street Southeast and University Avenue

Southeast with the approval of the Minnesota Commissioner of Transportation and the anticipated concurrence of the City of Minneapolis pursuant to Minn. Stat. Sec. 162.02, Subd.10. Prior to the acceptance of the "turn-back" by the City of Minneapolis, the County agrees to regulate traffic on Washington Avenue between Pleasant Street and Walnut Street consistent with Article 6 of this Agreement. Once the "turn-back" has been accepted by the City of Minneapolis and prior to commencement of pre-revenue service, the City shall consider and adopt such ordinances and ordinance amendments as are reasonably required to effectuate the provisions of this Article 6 for that segment of Washington Avenue between Pleasant Street and Walnut Street.

ARTICLE 7 – OPERATION AND MAINTENANCE

A. The Parties intend to negotiate and enter into an Operation and Maintenance Agreement covering operation and maintenance of the Central Corridor LRT line and associated stations and facilities located on the University Campus. Issues to be discussed in the Operation and Maintenance Agreement include maintenance of the Washington Avenue Transit/Pedestrian Mall and Amenity Zone, land care such as snow plowing, security jurisdiction including cameras or other surveillance devices, and lighting design. Negotiation of the Operation and Maintenance Agreement will also provide an opportunity for the University and the Met Council to discuss transit passes, bus routes, bus schedules, train schedules, and special event schedules.

B. The Met Council agrees that advertisements at the West Bank, East Bank and Stadium Village Stations shall be limited to display advertising in platform locations designated for the presentation of advertising signs in the final plans for such stations. The Met Council shall not accept for display at any of the three stations advertisements and images soliciting or promoting the sale or use of alcoholic beverages, including beer and wine, or tobacco products. The Met Council shall not accept for display at the Stadium Village Station advertisements or images for beverages except those marketed under trademarks or brand names that are owned or controlled by, or licensed for use to, The Coca-Cola Company without the prior approval of the University during the term (and any extensions thereof) of the University's Exclusive beverage and Sponsorship Agreement with The Coca-Cola Company and others dated June 25, 2008.

C. Except as expressly provided in this Agreement, the Met Council shall not use the University's name, wordmark, logos or any other marks owned by or associated with the University on advertisements, promotional materials or otherwise the without University's prior written approval, which approval may be granted or withheld by University at its sole discretion.

ARTICLE 8 – FEES AND PERMITS

If the Met Council pays fees, assessments and/or charges of any kind to any Government Agency(ies) in connection with the Construction and/or operation of the Central Corridor LRT line, the Met Council shall pay like fees, assessments and/or charges, and/or taxes to the University on the same basis that it pays other Government Agencies.

ARTICLE 9 – RIGHTS OF WAY AND EASEMENTS

9.1. Rights of Way and Easements.

A. On April 21, 2010, the University granted to the Met Council a temporary easement for construction of Advanced Traffic Improvements. The University and the Met Council shall execute the Temporary Construction Easement for Construction of Civil West and Systems contemporaneous with the signing of this Agreement. The term of the Temporary Construction Easement shall not commence and the granting of the rights therein (including the right to enter onto University property to begin Construction) shall not be effective, however, until after the Met Council has provided a copy of the letter of no prejudice for the Civil West work to the University and the Met Council has authorized the award of contracts for the Civil West work. Upon satisfaction of the foregoing conditions, the term of the Temporary Construction Easement shall commence and the granting of the rights therein shall be effective automatically with no further action by the parties.

B. The University and the Met Council shall execute the Permanent Easement contemporaneous with the signing of this Agreement. The term of the Permanent Easement shall not commence and the granting of the rights therein (including the right to operate the CCLRT on University property) shall not be effective, however, until after the Met Council has delivered to the University a copy of the fully executed Full Funding Grant Agreement with the FTA for the CCLRT Project and completion of the certification process which shall occur on the later of (i) expiration of the time in which the University may make challenges to the Met Council's certifications, or (ii) final resolution of all University challenges to the Met Council's certifications, all as described in Section 4.5. Upon satisfaction of the foregoing conditions, the term of the Permanent Easement and the granting of the rights therein shall be effective, automatically with no further action by the parties. The Permanent Easement is granted for the purposes of operating, maintaining, repairing, relaying, replacing, removing, and reconstructing the LRT system and appurtenant facilities in accordance with the terms and conditions of this Agreement, the plans and specifications previously approved or commented upon by the University as provided in Article 4, and the terms and conditions of the Permanent Easement attached hereto as **Exhibit F**. The Permanent Easement shall be perpetual and the Met Council's right to use the Permanent Easement Area shall continue in perpetuity for so long as the Met Council does not abandon the property. For purposes of this Agreement, the abandonment of the property shall occur if for an uninterrupted period of two years there has been an intentional cessation of public commuter CCLRT service through the Easement Areas (exclusive of periods during which such service is voluntarily suspended by the Met Council in order to maintain, repair or replace all or part of the CCLRT line, is interrupted by acts of god or acts of terrorism, or is prohibited by an order of a court of competent jurisdiction). Promptly after the end of the Term, Grantee shall provide a quit claim deed or release of easement in recordable form to Grantor reflecting the termination of this Agreement and the release of Grantee's interest in Grantor's Property.

9.2. **Donation of Easements.** The University shall grant the easements contemplated in this Agreement subject to the terms and conditions of this Agreement and without any separate monetary consideration.

9.3. Property Transfers.

The University, Minneapolis and Hennepin County shall cooperate to transfer real property interests as follows:

- Hennepin County shall use its best efforts to secure from the State of Minnesota title to land owned by the State that is in the right-of-way of, or abuts University property along, Washington Avenue S.E., Arlington Street S.E. and Pleasant Street S.E. as depicted approximately on Sheets 1-6 of the drawings prepared by the Met Council dated July 1, 2010. Upon acceptance of title from the State of Minnesota, Hennepin County shall convey to the University by quit claim deed the land owned in fee by Hennepin County in the vicinity of the loop road, along Washington Avenue S.E., Arlington Street S.E. and Pleasant Street S.E. as depicted approximately on Sheets 1-6 of the drawings prepared by Met Council dated July 1, 2010.
- The University shall grant to the relevant Road Authority a permanent easement for public right-of-way purposes over, under and across University land as depicted approximately on Sheet 6 of the drawings prepared by Met Council dated July 1, 2010 for the "loop road" that will be relocated and used by eastbound vehicles on Washington Avenue to access East River Road and Arlington Street to the Road Authority for such road. As of the date of this Agreement, Hennepin County is the Road Authority for such road. Contemporaneously with the delivery of the easement, the University and the Road Authority with jurisdiction over the loop road shall enter into an agreement on mutually acceptable terms and conditions whereby the University shall have the right to construct, maintain, repair and replace those portions of the expanded Weisman Art Museum that extend over the loop road easement and the obligation to indemnify the Road Authority against claims arising out of the presence of the expanded structure over the loop road. The Road Authority and University shall, by separate agreement, allocate responsibility for maintenance of the depicted retaining walls.
- The University shall grant to the relevant Road Authority a permanent easement for public right-of-way purposes over, under and across University land abutting Washington Avenue S.E. between the boundary line separating University land from Minneapolis Park Board land on the west and Oak Street S.E. on the east as depicted approximately on Sheets 1-3 of the drawings prepared by Met Council dated July 1, 2010.
- The Road Authority shall grant to the University a permanent easement over and across Washington Avenue S.E. for the use of the right-of-way for two pedestrian bridges located between Pleasant Avenue S.E. and Church Street S.E. The Road Authority shall grant the University a permanent easement under and across the Washington Avenue S.E. right-of-way for the use of a pedestrian tunnel located between Union Street S.E. and Harvard Street S.E. The City and the University shall enter into a separate agreement(s) specifying reasonable procedures for the University's access for maintenance, repair and replacement of the bridges and the tunnel.

The above-referenced drawings are on file at the Met Council's Central Corridor Project Office and shall be finalized by mutual agreement of the Parties without amendment to this Agreement. All of the foregoing transfers shall be made without requiring payments from the grantees and shall be made not later than the date on which the Commissioner of Transportation's Orders with respect to work on the Project on the University Campus expire. All transfer documents shall be in recordable form. The cost of recording any document shall be paid by the grantee.

ARTICLE 10 – REMEDIES; DISPUTE RESOLUTION

10.1. No Exceedance of Performance Standards with Quantifiable Harm.

A. This Section 10.1 shall apply in the event there is no exceedance of Performance Standards, but there is Quantifiable Harm.

B. If there is Quantifiable Harm to existing equipment from vibration and/or EMI proximately caused by the CCLRT during Construction or thereafter through the first two years of Revenue Service, the Met Council shall pay for damage, repair or replacement of University equipment. For replaced equipment, Met Council's obligation shall be limited to payment of the depreciated value of the item replaced. The University shall repair or replace the equipment.

C. The Met Council and the University shall jointly request a state bonding appropriation to the University for up to \$12.5 million to pay for 50% of relocation of research facilities that the University anticipates may be adversely impacted or are adversely impacted by CCLRT Construction or operations, notwithstanding the fact that a Performance Standard has not been exceeded. The University shall provide up to \$12.5 million for the other 50% of such costs.

10.2. Exceedance of Performance Standards with Quantifiable Harm.

A. This Section 10.2 shall apply in the event there is an exceedance of Performance Standards and there is Quantifiable Harm.

B. If there is Quantifiable Harm to equipment and/or research from dust, noise, vibration, and/or EMI proximately caused by CCLRT Construction and/or operations, the Met Council shall pay the cost (1) to repair or replace equipment (for replaced equipment Met Council's liability shall be limited to the depreciated value of the item replaced), whichever is more cost effective; (2) to replicate impacted research, including the cost of necessary replacement of materials, samples and personnel; and (3) to pay for outside consultants and/or experts necessary to assist in equipment repair or mitigation (such as equipment engineers).

C. The Met Council agrees that it will bring itself into compliance with all Performance Standards by implementing corridor-based remedies (including operational measures). If capital costs must be incurred, the Met Council shall pay the cost of such up to a cost of Two Hundred Thousand and no/100 dollars (\$200,000.00). Costs in excess of Two Hundred Thousand and no/100 dollars (\$200,000.00) shall be shared on a 50-50 basis between the Met Council and University. Notwithstanding the foregoing, the Met Council has sole responsibility for the costs

of routine repairs and maintenance, the cost of addressing ordinary wear and tear and the costs for lifecycle replacement for the CCLRT EMI and vibration mitigation systems and the CCLRT line. To the extent that an exceedance is caused by a lack of maintenance, repair or replacement of the systems or the line, the Met Council shall be solely responsible for bringing those systems back into compliance with the EMI and Vibration Performance Standards. On January 1, 2015 and on every five (5) year anniversary thereafter (each an "Adjustment Date"), the amount above which the Met Council and University will share costs as provided above shall be adjusted by the percentage change in the Index (as defined below) over the immediately preceding five-year period (provided, however, in no event shall such amount ever decrease below \$200,000). As used in this Agreement, "Index" means the Consumer Price Index – Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers (1967 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is discontinued and not replaced, then University, in its reasonable discretion, shall select as a substitute for the Index a comparable statistic on the average change over time in the consumer prices as published at the time of discontinuation by a United States governmental authority or a responsible periodical of recognized authority.

D. If the Met Council fails to bring itself into compliance with Performance Standards within a reasonable timeframe, the University may implement site-based mitigation. If the University elects to implement mitigation measures described in this section, the Met Council shall pay all reasonable costs actually incurred by the University in implementing such mitigation measures. If the Met Council disputes (1) the University's assertion that the Met Council is not in compliance with the performance Standards within a reasonable timeframe; (2) the necessity or reasonableness of the mitigation measures selected by the University; or (3) the reasonableness of the costs incurred by the University in implementing the measures selected, the dispute shall be resolved pursuant to Section 10.4.D.

E. If the Met Council brings its Construction and/or operations into compliance with the Performance Standards and the University believes site-based mitigation is necessary, the University shall pay for such site-based mitigation.

10.3. Exceedance of Performance Standard with Intangible Harm to the Research Environment.

A. This Section 10.3 shall apply in the event there is an exceedance of any Performance Standards and there is Intangible Harm to the research environment, but no Quantifiable Harm.

B. The Met Council agrees that it will bring itself into compliance with all Performance Standards by implementing corridor-based remedies (including operational measures).

C. If there is an exceedance of a Performance Standard during CCLRT Revenue Service and, as a result, there is Intangible Harm done to the University's research environment, and if capital costs must be incurred to bring CCLRT operations into compliance with the Performance Standards, the Met Council and the University shall each pay one-half of all such costs. Notwithstanding anything to the contrary in this Section 10.3, the Met Council has sole responsibility for the costs of routine repairs and maintenance, the cost of addressing ordinary

wear and tear and the costs for lifecycle replacement for the CCLRT EMI and Vibration Mitigation systems and the CCLRT line. To the extent that an exceedance is caused by a lack of maintenance, repair or replacement of the systems or the line, the Met Council shall be solely responsible for bringing those systems back into compliance with the EMI and Vibration Performance Standards.

10.4. Dispute Resolution Process.

A. Informal Dispute Resolution. Except as expressly provided herein, the Parties will use their best efforts to informally resolve any and all disputes that arise between or among the Parties under this Agreement in a timely and expeditious manner. The Parties shall first endeavor to resolve any dispute or controversy between them by having staff discuss the dispute. If staff cannot resolve the dispute, their respective senior management shall discuss the dispute. Senior management for purposes of this Section are the Met Council's Regional Administrator and the University's Vice President for University Services, or such other senior managers as the respective Parties shall designate. The Parties shall acknowledge and respond to notices of dispute or controversy without undue delay.

B. Mediation. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually acceptable neutral mediator. If the Parties to the dispute cannot agree upon a mediator within 7 calendar days after the request for mediation, either Party may request that the Chief Judge of the Hennepin County District Court appoint a mediator. The Parties to the dispute shall share equally in the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, either Party may resort to any available legal remedies.

C. Exceptions to Informal Dispute Resolution. If Central Corridor Construction and/or operations and/or a Party's act(s) or omission(s) creates an imminent threat of irreparable harm to human health, or to the research environment, the affected Party shall be entitled to immediately take any and all actions necessary to mitigate the harm without engaging in the processes set forth in Section 10.4.A and B. If the University takes action for which the Met Council would otherwise have been financially responsible under this Agreement, the Met Council shall reimburse the University for its reasonable and identifiable costs consistent with this Agreement.

D. Binding Arbitration

1. If a dispute over a matter subject to binding arbitration pursuant to the provisions of Section 5.1.B arises and cannot be resolved informally by the Met Council and University as provided in Section 10.4.A, such dispute shall be subject to binding arbitration as described in Section 5.1.B.

2. If the University elects to implement mitigation measures pursuant to Section 10.2.D. and the Met Council refuses to pay the claim for reimbursement in full and the dispute is not resolved pursuant to Section 10.4, such claim shall be subject to binding arbitration, provided

however, the Met Council shall pay to the University such amount of the claim that it deems to be the proper amount. Either party may request binding arbitration with respect to the claim. The arbitrator shall then determine whether the mitigation measures implemented by the University under this Agreement were reasonable to protect the University's research equipment and activities and whether the costs of such mitigation measures were reasonable. The parties shall select an arbitrator by mutual agreement. If the parties have not agreed upon an arbitrator within 7 calendar days after a demand for arbitration is made, either party may request that the Chief Judge of the Hennepin County District Court appoint an arbitrator.

3. The Parties also may agree voluntarily to submit any other dispute under this Agreement to binding arbitration. In such event, the Parties to the dispute shall select an arbitrator by mutual agreement.

10.5. Other Remedies.

A. Subject to Section 10.4, either the Met Council or the University may enforce the terms of and commitments in this Agreement by means of a suit at law or in equity, or both. The parties expressly recognize that monetary damages may be insufficient to address the harm caused by uncorrected Project impacts that exceed agreed criteria or standards, or breaches of this Agreement, and therefore further agree that each party shall, in such a situation, be entitled to injunctive or other equitable relief, including specific performance and mandatory and prohibitive writs. Except as provided in the Construction Management Program and in any Easement granted to the Met Council by the University, nothing in this paragraph shall be construed as or deemed to be a release or waiver by the University or the Council of any other claims either of them may ever have at law or in equity relating to the CCLRT construction or operation. An exceedance or Project impact does not, in and of itself, constitute a breach of this Agreement. Also, nothing in this paragraph shall require the Met Council to respond to a Project impact or take corrective action that is not otherwise required in this Agreement.

B. The Parties agree that the remedies set forth in this Agreement are contractual and not tort remedies, and are not limited by immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other state or federal limitations on tort liability.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1. Payment. All payments owed under this Agreement shall be due and payable within 30 days after receipt of an invoice.

11.2. Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be considered as defining and limiting in any way the scope or intent of the provisions hereof.

11.3. Assignment; Successors. This Agreement and its rights and obligations shall not be assigned by any Party without the other Parties' prior, written consent. Any attempted assignment in violation of this Section shall be void. Upon a permitted assignment, this

Agreement and its rights and obligations shall be binding upon and shall inure to the benefit of all permitted assignees and successors of the Parties.

11.4. Invalidity. If for any reason any term or condition of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or condition of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

11.5. Waiver. The waiver by a Party of any Default shall not be a waiver of any preceding or subsequent breach of the same or any other term or condition contained in this Agreement.

11.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

11.7. Counsel. Each Party has consulted counsel for the purpose of reviewing the form and content of this Agreement.

11.8. Notices. Any notices, consents, offers, acceptances, elections, demands and other communication required or provided by this Agreement shall be in writing and shall be deemed to have been made or given (a) when personally served; or (b) one business day after being sent by overnight courier to the applicable address above; or (c) sent by facsimile with confirmation requested, and with a hard copy to immediately follow and shall be deemed effective on the day of confirmed receipt of such facsimile transmission; or (d) five business days after being placed in the United States mail, postage prepaid, registered or certified and properly addressed.

The address of each of the Parties shall for all purposes be as provided below, unless otherwise changed by the applicable Party by notice to the other as provided in this section.

If to the University: Vice President for University Services
317 Morrill Hall
100 Church Street SE
Minneapolis, MN 55455

and

Office of the General Counsel
Attn: Director of Transactional Law Services
200 Oak Street SE
Minneapolis, MN 55455

If to the Met Council: Regional Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

With a copy to: Office of General Counsel
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

If to Minneapolis: Public Works Director
City of Minneapolis
City Hall, Room 203
350 South Fifth Street
Minneapolis, MN 55415

If to Hennepin County: Assistant County Administrator - Public Works
Hennepin County - Public Works
417 North Fifth Street
Minneapolis, MN 55401

11.9. Amendments. This Agreement may be amended only by a written instrument executed by the Parties.

11.10. Complete Agreement. This Agreement and its terms and conditions are fully binding on the Parties. This Agreement and the exhibits to this Agreement are fully integrated and contain the complete understanding and agreement of the Parties and all matters relative thereto. As between the Met Council and the University, the following additional agreements related to the CCLRT are also binding in accordance with their terms: The Easement for Construction of Advanced Traffic Improvements dated April 21, 2010; the Temporary Construction Easement of even date herewith; the Easement Agreement of even date herewith; and the Master Funding Agreement dated July 28, 2010 and subordinate funding agreements executed pursuant thereto. All other prior agreements between the Parties (including the Memorandum of Understanding executed by the Parties in July 2008 and the Met Council's and University's April 21, 2010 Agreement), negotiations, drafts and other extrinsic communications relating thereto have been superseded by the terms of this Agreement and shall have no evidentiary effect.

11.11. Governing Law; Jurisdiction; Venue. This Agreement shall be interpreted and enforced under the laws of the State of Minnesota. The Parties agree that the Hennepin County District Court shall have jurisdiction over all claims arising from this Agreement.

11.12. Third Party Beneficiaries. This Agreement shall not be interpreted to create any legally enforceable rights or benefits in any person or entity other than the Parties to this Agreement.

11.13. FEIS Addendum and Record of Decision.

A. Pursuant to Rule 4410.3000, subp. 2, Met Council shall, within 30 days of full execution of this Agreement, prepare, distribute and publish an EIS addendum incorporating into the FEIS the Agreement and attaching this Agreement as Appendix M to the FEIS.

B. Upon execution of this Agreement, the Parties will jointly submit a letter to the FTA requesting that it confirm in writing the following: that the mitigation measures and strategies agreed to by the University and Met Council in this Agreement are incorporated into the ROD dated August 18, 2009, and that the elimination or alteration of any of the mitigation commitments made in this Agreement will require the express written approval of the FTA.

11.14. Dismissal of Lawsuit. Upon full execution of this Agreement and the Met Council's publication of an EIS addendum that incorporates this Agreement into the FEIS, the University and the Met Council shall execute a stipulation seeking dismissal with prejudice of the civil action filed in Hennepin County District Court by the University against the Met Council on September 22, 2009.

IN TESTIMONY WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

Regents of the University of Minnesota

By: Kathleen O'Brien
Name: Kathleen O'Brien
Title: Vice President
University Services

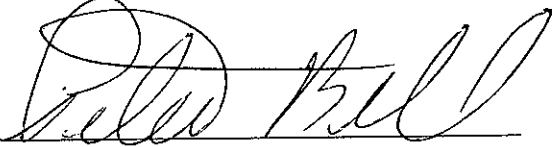
Date: 9/29/10

Approved as to form:

By: Mark B. Rotenberg
Name: Mark B. Rotenberg
Title: General Counsel

Date: 9.29.10

Metropolitan Council

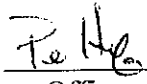
By: 

Name: Peter Bell

Title: Chairman

Date: 9/29/10

Approved as to form:

By: 
Office of the General Counsel

Date: 9/29/10

Hennepin County

By: Mike Opat
Name: Mike Opat
Title: Chair of Its County Board
Date: 9-29-10

Attest:

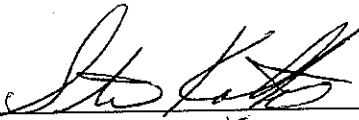
By: Yem Crary
Name: Yem Crary
Title: Deputy/Clerk of County Board
Date: 9/29/10

By: Richard P. Johnson
Name: Richard P. Johnson
Title: County Administrator
Date: 9-29-10

**Reviewed by the County
Attorney's Office**

By: Marilyn J. Maloney
Name: Marilyn J. Maloney
Title: Assistant Hennepin county Attorney
Date: 9-29-10

City of Minneapolis


By: 

Name: STEVEN LOTKE

Title: Department Head responsible for Contract Monitoring for this contract

Date: 9/30/10

Countersigned:

By: 

Name: ~~9302010~~ PATRICK BORN

Title: Finance Officer Designee

Date: 9.30.2010

Approved as to Form:

By: 

Name: _____

Title: Assistant City Attorney

Corey Morse Conover
Assistant City Attorney
Phone: (612) 673-2182
Fax: (612) 673-3362

List of Exhibits

- Exhibit A Description of Advanced Traffic Improvements
- Exhibit B Central Corridor LRT General Route and Configuration
- Exhibit C EMI Exception Zone; EMI Mitigation Zone
- Exhibit D Temporary Construction Easement
- Exhibit E Temporary Construction Easement for Construction of Advanced Traffic Improvements
- Exhibit F Easement Agreement (Permanent Easement)
- Exhibit G Transportation System Improvements
- Exhibit H University Campus Depiction
- Exhibit I Vibration Mitigation Zone
- Exhibit J Vibration Performance Standard
- Exhibit K Washington Avenue Transit/Pedestrian Mall Design
- Exhibit L Exhibit letter not used
- Exhibit M-1 East Bank Station Canopy
- Exhibit M-2 Stadium Village Station Brick Column Wraps
- Exhibit M-3 Enhancements-Washington Avenue from Walnut Street S.E. and Oak Street S.E.
- Exhibit N Vibration Certification Protocol
- Exhibit O EMI Certification Protocol
- Exhibit P Vibration Testing and Monitoring
- Exhibit Q EMI Testing and Monitoring
- Exhibit R Depiction of Traffic Signal and Pedestrian Lighting Poles
- Exhibit S Location of Traffic Signal and Pedestrian Lighting Poles

EXHIBIT A
Description of Advanced Traffic Improvements

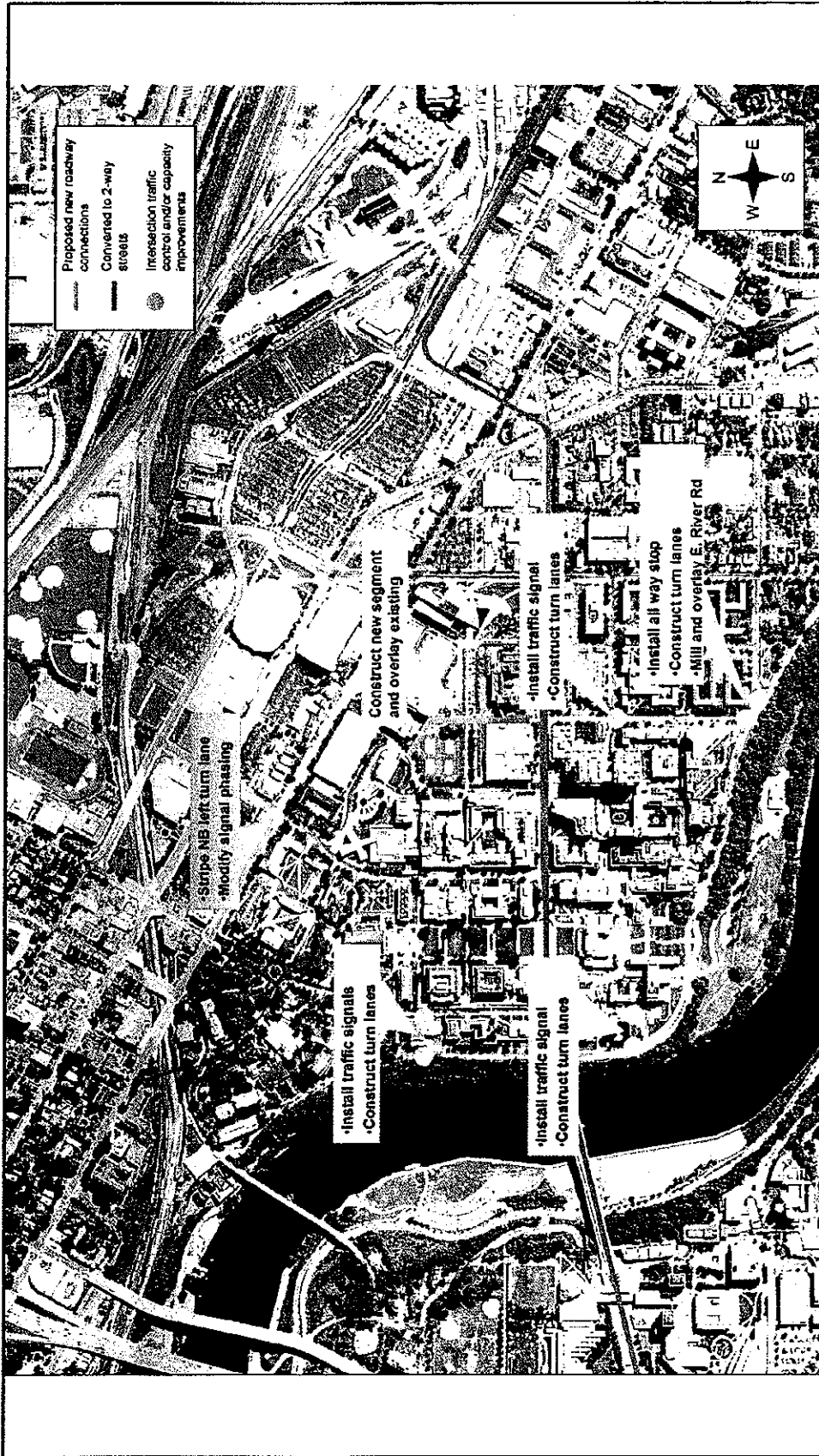
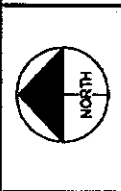


EXHIBIT A
 SEPTEMBER 1, 2010



**ADVANCED TRAFFIC IMPROVEMENTS
 REQUIRED DUE TO THE CLOSURE OF
 WASHINGTON AVENUE TO VEHICULAR TRAFFIC**

DEVELOPMENT AND CONSTRUCTION AGREEMENT
 BY AND AMONG THE METROPOLITAN COUNCIL, THE
 UNIVERSITY OF MINNESOTA, HENNEPIN COUNTY, AND
 MINNEAPOLIS FOR THE CENTRAL CORRIDOR LIGHT
 RAIL TRANSIT PROJECT WITHIN THE UNIVERSITY OF
 MINNESOTA MINNEAPOLIS CAMPUS

**Central Corridor
 Light Rail Transit**

EXHIBIT B
Central Corridor LRT
General Route and Configuration



CENTRAL CORRIDOR
LRT ALIGNMENT

GENERAL PROJECT ROUTE AND
CONFIGURATION



DEVELOPMENT AND CONSTRUCTION AGREEMENT
BY AND AMONG THE METROPOLITAN COUNCIL, THE
UNIVERSITY OF MINNESOTA, HENNEPIN COUNTY, AND
MINNEAPOLIS FOR THE CENTRAL CORRIDOR LIGHT
RAIL TRANSIT PROJECT
UNIVERSITY OF
MINNESOTA MINNEAPOLIS CAMPUS

Central Corridor
Light Rail Transit

EXHIBIT B

SEPTEMBER 27, 2010



EXHIBIT C
EMI Exception Zone; EMI Mitigation Zone

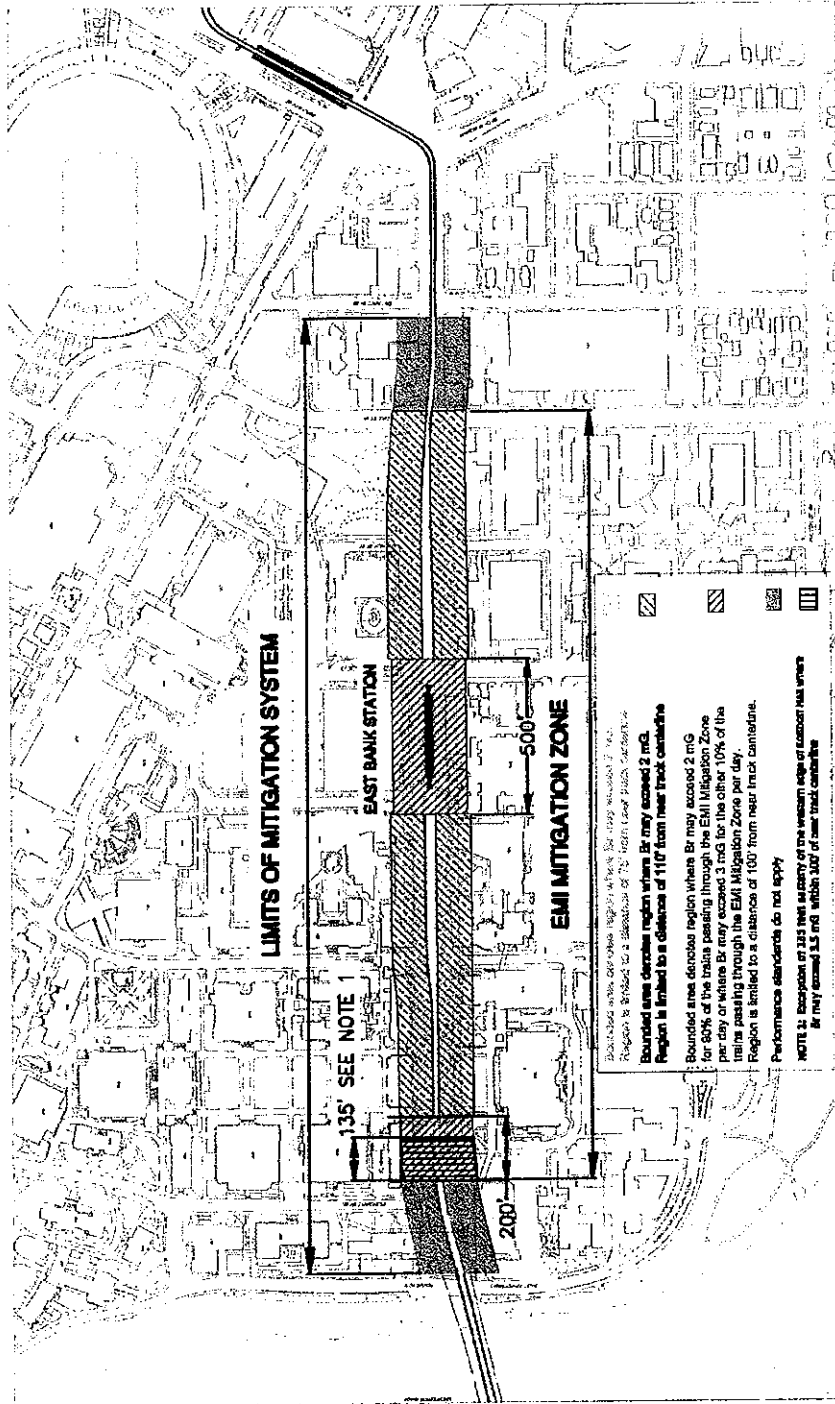


EXHIBIT C
 SEPTEMBER 1, 2010



EMI MITIGATION ZONE

AGREEMENT FOR THE CENTRAL CORRIDOR
 LIGHT RAIL TRANSIT PROJECT THROUGH THE
 UNIVERSITY OF MINNESOTA, TWIN CITIES-
 MINNEAPOLIS CAMPUS

**Central Corridor
 Light Rail Transit**

EXHIBIT D
Temporary Construction Easement



UNIVERSITY OF MINNESOTA

University Agreement #E-61204

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is entered into on the date of last signature below (“Effective Date”) by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (“Grantor”) and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Grantee”).

WHEREAS, Grantor is the owner of certain real property at the University of Minnesota Twin-Cities Minneapolis Campus, Hennepin County, Minnesota (“Grantor’s Property”); and

WHEREAS, Grantee will be using certain defined areas on Grantor’s Property for construction of the Central Corridor Light Rail Transit (“LRT”) project (“Project”), including but not limited to the following work (“Grantee’s Work”): construction described in plans and specifications dated May 28, 2010, reviewed and approved (as applicable) by Grantor, and which are on file at the Grantee’s Central Corridor Project Office (the “Plans and Specifications”) and construction staging such as storage and movement of equipment and/or materials related to such construction; and

WHEREAS, in order to perform Grantee’s Work, Grantee requires temporary use of Grantor’s Property pictorially depicted on **Exhibit A** (the “Temporary Easement Areas”); and

WHEREAS, Grantee therefore desires to obtain from Grantor a temporary easement over and across the Temporary Easement Areas for Grantee’s Work; and

WHEREAS, Grantor agrees to grant to Grantee a temporary easement under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby fully incorporated into this Agreement) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Temporary Easement.

1.1 Grantor grants to Grantee a temporary easement over and across the Temporary Easement Areas for Grantee’s Work (“Temporary Construction Easement”) subject to: (a) all terms, conditions and requirements of the Agreement for the Central Corridor Light Rail Transit Project through the University of Minnesota, Twin Cities – Minneapolis Campus dated September 30, 2010 (the “CCLRT Agreement”), the Construction Management Program attached as **Exhibit B**, and this Agreement; (b) any and all existing restrictions, covenants, easements, licenses, permits, leases and other encumbrances relating to the Temporary Easement Areas; (c) all applicable federal, state, and local laws, regulations, ordinances, rules, and requirements; and (d) those Grantor requirements that are identified on **Exhibit C**, including Grantor’s Storm Water Compliance Procedure.

1.2 Grantor has made no representation whatsoever to Grantee concerning the condition of the Temporary Easement Areas or the nature or extent of Grantor's ownership interest therein. Grantee accepts all rights granted under this Agreement in an "AS IS, WHERE IS" and "WITH ALL FAULTS" condition, and subject to all limitations on Grantor's rights, interests, and title to the Temporary Easement Areas.

2. Term. The term of this Agreement shall commence and the granting of the rights therein (including the right to enter onto University property to begin Construction) shall be effective, automatically and with no further action by either party, once Grantee has provided a copy of the letter of no prejudice from the Federal Transit Administration for construction of the Civil West improvements on Grantor's Property to Grantor and authorized the award of contracts for the Civil West work ("Commencement Date"), and shall end on March 31, 2015 (the "Term").

3. Use of the Temporary Easement Areas.

3.1 Grantee and its contractors and consultants shall perform Grantee's Work in a safe and workmanlike manner. Grantee shall keep the Temporary Easement Areas in an orderly condition.

3.2 Grantee and its contractors and consultants shall obtain all permits required for Grantee's Work including, without limitation, permits for parking, traffic control, excavating, obstructing public-right-of-ways, accepting deliveries, and environmental permits. Grantee and its contractors and consultants shall obtain any permits required for excavation, grading and/or Grantee's Work to be performed on Grantor's Property from Grantor's Building Code Official or as otherwise directed by Grantor's Building Code Official. Grantee shall provide to Grantor's Department of Environmental Health and Safety for review and comment a copy of all applications for environmental permits required for execution of Grantee's Work on the Temporary Easement Areas, including without limitation, National Pollution Discharge Elimination System and/or State Disposal System Stormwater Permit for Construction Activity, at least ten days before Grantee submits the same to the applicable regulatory agency. During construction such applications shall be submitted four (4) business days before Grantee submits the same to the applicable regulatory agency. The application shall include the Central Corridor LRT Project Storm Water Pollution Prevention Plan, including documentation of compliance with the Grantor's Storm Water Compliance Procedure.

3.3 Grantee and its contractors and consultants shall perform Grantee's Work in conformity with the Plans and Specifications. Grantee shall promptly, but at a minimum, during its weekly construction meetings, notify Grantor of any changes Grantee intends to make to the Plans and Specifications for Grantee's Work on Grantor's Property. Modifications to and deviations from the Plans and Specifications that can reasonably be expected to adversely impact Grantor must be approved by the Grantor as provided in Section 4.2 below. The Plans and Specifications have been prepared under Grantee's direction and for its purposes. The inspection, review, comment, and/or approval by the University regarding the Plans and Specifications and any changes thereto are solely for the University's own purpose of determining whether such conform to the requirements of this Agreement and its exhibits. No inspection, review, comment,

or approval by the University pursuant to this Agreement shall constitute the assumption of, nor be construed to impose responsibility for the legal, architectural, engineering or other sufficiency of the matter inspected, reviewed, commented on, or approved. In particular, but without limiting the generality of the foregoing, in approving changes to the plans and specifications, Grantor is not warranting or guaranteeing that the Plans and Specifications or changes thereto comply with applicable laws or this Agreement and Grantor reserves all rights to insist on full compliance with applicable laws and this Agreement.

3.4 Within 120 days after the end of the Term, Grantee shall without charge furnish Grantor with "as-built" drawings and specifications of any improvements installed on Grantor's Property. Drawings shall be in AutoCAD or ESRI GIS format (plan view only in GIS). Drawings shall include GIS coordinates for underground utilities and structures. AutoCAD drawings shall include any customized Plot Style Tables (.ctb or .stb) or line types (.lin) and shall not require links to other drawings.

3.5 Grantee, at its sole cost and expense, shall ensure security and safety in the Temporary Easement Areas during the Term. At a minimum, Grantee shall maintain safety cones and hazard tape delineating areas off-limits to the public.

3.6 Grantee shall use its best efforts to minimize interference with or damage to Grantor's Property. Grantee shall use reasonable efforts to complete Grantee's Work with expedition.

3.7 Grantee shall use its best efforts to minimize interference with access through and around the Temporary Easement Areas, by Grantor's personnel, including faculty, students, staff or other invitees, and shall establish access through the Temporary Easement Areas at all crosswalks and as otherwise agreed to with Grantor.

3.8 Grantee, at its sole cost and expense, shall promptly restore to Grantor's reasonable satisfaction any damage to Grantor's Property arising from or related to Grantee's use of the Temporary Easement Areas pursuant to this Agreement.

3.9 If Grantee fails to enter into revenue service on Grantor's Property, Grantee shall restore the Temporary Easement Areas to their condition that existed prior to the Commencement Date. This restoration obligation shall not apply to underground utilities as reconfigured along Washington Avenue from the east end of the Washington Avenue Bridge to Huron Street.

3.10 Grantee will take steps to require its contractor(s) to complete construction in accordance with the approved Contractor's Schedules (as defined in the Construction Management Program or as modified in accordance with the Construction Management Program). After Grantee completes construction in any portion of the Temporary Easement Areas, Grantee, at its sole cost and expense, shall take all steps that are reasonable and feasible to remove all equipment and other items placed upon the affected portion of the Temporary Easement Areas by Grantee or its contractors, including all debris resulting therefrom.

3.11 Promptly after the end of the Term, Grantee, at its sole cost and expense, shall: (a) remove all equipment and other property placed upon the affected portion of the Temporary Easement Areas by Grantee or its contractors or consultants; (b) remove all debris resulting from Grantee's Work; and (c) in coordination and consultation with the Grantor, restore the affected portion of the Temporary Easement Areas to their condition prior to the Commencement Date.

3.12 Grantee shall not allow any mechanics', material suppliers', and other liens arising out of any work, labor done, services performed, or materials furnished for Grantee or its contractors or consultants or claimed to have been furnished for Grantee or its contractors or consultants to be perfected against the Temporary Easement Areas.

3.13 Except as otherwise limited by this Agreement, Grantee shall be solely responsible for costs and expenses related to its use of the Temporary Easement Areas.

3.14 Grantee shall not open or enter Grantor's electric manholes without being escorted by a Grantor employee. Grantor will provide to Grantee a copy of Grantor's safety policy with respect to electric manholes.

4. Reservation of Rights.

4.1 Grantor reserves the right to use the Temporary Easement Areas to inspect Grantee's use thereof and in any manner consistent with the rights granted herein. Notwithstanding anything to the contrary in this Agreement, Grantor reserves the right to inspect any activities of Grantee in any Temporary Easement Areas for any reason, including without limitation, to determine compliance with Environmental Laws (as defined below) and Grantor requirements identified on **Exhibit C**, including without limitation, Grantor's Storm Water Compliance Procedure.

4.2 Proposals for material changes in construction to the Grantee's Work (including any addition to, modifications of, or deviation from the Plans and Specifications, including schedules), that could reasonably be expected to adversely impact Grantor shall prior to implementation be submitted in writing to Grantor for approval, except emergency changes, i.e., those immediately necessary for the preservation or safety of the Grantee's Work, the Grantor's Property, or the public. In such emergencies, Grantee may make changes without prior approval if Grantee makes a reasonable attempt to communicate with Grantor in order to obtain approval. Submissions shall be in such detail as Grantor may reasonably require, and Grantor's review period shall not be deemed to have commenced until this requirement has been met. Following the Grantee's submission of proposed addition to, modification of or deviation from the Plans and Specifications, Grantor shall have up to seven business days in which to approve or disapprove them. If Grantor disapproves the proposed change within this seven business day period, Grantor shall state its reasons for such disapproval and shall confer with Grantee, if requested, regarding the basis for the disapproval and the steps required to remove the objection.

5. Condition of the Premises/Environmental.

5.1 Definitions. For purposes of this Agreement:

“Environmental Laws” means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority (other than Grantor, except for Grantor requirements identified on **Exhibit C**) regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substances, environmental protection, or health and safety, as now or may at any time hereafter be in effect and as amended from time to time, as well as the regulations adopted and promulgated thereunder, including without limitation: the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et seq.; the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq.; and the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B.

“Hazardous Substance” means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws; (ii) petroleum, petroleum products, and by-products, including crude oil and any fractions thereof; (iii) natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos or any material that contains any hydrated magnesium silicate minerals that crystallize as bundles of long, thin fibers that readily separate when broken or crushed; (v) radon; (vi) any other hazardous or radioactive substance, material, contaminant, pollutant, or waste; (vii) any substance with respect to which any federal, state, or local Environmental Law or governmental agency requires environmental investigation, monitoring, or remediation; and (viii) any other substance or material now or in the future deemed to be hazardous, dangerous, toxic, or a pollutant or contaminant under any Environmental Laws.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching, or migration of a Hazardous Substance into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers, or other closed receptacles containing any Hazardous Substance), or into or out of any Temporary Easement Areas, including the movement of any Hazardous Substance through the air, soil, surface water, groundwater, or property.

5.2 Grantor represents that it has made available for Grantee’s review and copying all test results and reports known to Grantor’s Environmental Health & Safety Office that relate to the environmental condition of the Temporary Easement Areas. Grantee represents that it has reviewed and evaluated all test results and reports that Grantor has made available to Grantee that relate to the environmental condition of the Temporary Easement Areas. Based on its own investigation (which included a Phase I Environmental Site Assessment and Phase II

Environmental Site Assessment (see Section 5.3)) and based on its review and evaluation of the test results and reports that the Grantor has made available to Grantee, the Grantee represents that it has determined the suitability of the Temporary Easement Areas for Grantee's intended use, including without limitation geotechnical, structural, environmental and health or safety conditions. Grantee acknowledges that Grantor makes no warranties, express or implied in this Agreement or otherwise, that Grantee or Grantee's contractors or consultants can successfully use the Temporary Easement Areas to perform Grantee's Work.

5.3 Grantee has conducted a drilling investigation (Phase II Environmental Site Assessment "ESA") for the entirety of the Central Corridor LRT Project, including the Temporary Easement Areas. Using the results of the drilling investigation and the test results and reports that the Grantor provided to Grantee, Grantee prepared a Construction Contingency Plan ("CCP") and Response Action Plans ("RAPs") for management of contaminated material that may be encountered during construction of the Central Corridor LRT Project. Grantee submitted the CCP and the RAPs specific to the Temporary Easement Areas to Grantor's designated environmental representative for review, comment, and approval prior to submitting the CCP and RAPs to the Minnesota Pollution Control Agency ("MPCA") for its review and approval. Both the Grantor and MPCA have approved the CCP and the RAPs specific to the Temporary Easement Areas. Grantee will implement the approved CCP and RAPs to obtain written assurances and liability protections from the MPCA with respect to contaminated material encountered on Temporary Easement Areas during construction. Grantee shall ensure that Grantor is named as Successor or Assign to any statutory liability assurance letter(s) received from the MPCA related to the Temporary Easement Areas. If, during implementation of the approved CCP and RAPs, Grantee collects samples of materials from the Temporary Easement Areas, Grantee shall provide to Grantor, at Grantor's request, splits of any samples of materials collected, so that Grantor may undertake independent testing and analysis of the sample material.

5.4 The parties acknowledge and agree that Grantee may encounter pre-existing Releases of Hazardous Substances in Grantee's Work in or use of the Temporary Easement Areas. With respect to such pre-existing Releases of Hazardous Substances, Grantee agrees that it shall be responsible for all costs of implementing the approved CCP and RAPs. If, as a proximate result of Grantee's Work in or use of the Temporary Easement Areas, the United States Environmental Protection Agency and/or the MPCA order clean-up in addition to the level of clean-up required in Grantee's CCP or RAPs to address Hazardous Substances in the Temporary Easement Areas, or Hazardous Substances located on Grantor's property outside of the Temporary Easement Areas, Grantee agrees that it shall be responsible for the costs of such clean-up provided that (1) the Hazardous Substances are located within the Temporary Easement Areas; or (2) the Hazardous Substances are located within the Temporary Easement Areas and a portion of the same Hazardous Substances extend outside of the Temporary Easement Areas (e.g., a plume); or (3) there is a direct relationship between the cause of the Hazardous Materials within the Temporary Easement Areas and the same Hazardous Substances located outside of the Temporary Easement Areas, and the distance between the Hazardous Substances outside the Temporary Easement Areas and the point on the boundary of the Temporary Easement Area closest to the Hazardous Substances within the Temporary Easement Area is 125 feet or less. Grantor shall fully cooperate with Grantee to allow Grantee to complete all clean-up work in an efficient and cost-effective manner.

5.5 Grantee shall provide to Grantor without charge electronic copies of any test results and reports it or its contractors or consultants obtain pertaining to the Temporary Easement Areas. All test results and reports shall be sent to the University of Minnesota, Real Estate Office, 424 Donhowe Building, and 319 15th Avenue Southeast, Minneapolis, MN 55455-0199 prior to submission to any regulatory agency. Grantor may comment separately on said results and reports to any regulatory agency, and shall provide copies of such comments to Grantee but shall not alter any submission from Grantee to any regulatory agency. Grantor shall provide to Grantee any comments on said reports made to any regulatory agency.

5.6 Grantee shall not—and shall ensure that its contractors do not—violate any Environmental Laws, including but not limited to those governing the Release, use, storage, generation, treatment, transportation, disposal, or handling of Hazardous Substances.

5.7 Grantee, in implementing its approved CCP and RAPs in the Temporary Easement Areas, shall notify Grantor (i) if the Grantee encounters a previously unidentified Hazardous Substance; (ii) if a Hazardous Substance is Released on or from the Temporary Easement Areas; (iii) of a violation of any Environmental Laws; (iv) of an inspection or inquiry by any governmental agency with respect to the Grantee's use of the Temporary Easement Areas; or (v) if the Grantee receives any notice from any governmental agency alleging that any Environmental Laws have been violated by the Grantee or Grantee's contractors with respect to the Grantee's use of the Temporary Easement Areas.

5.8 Grantee shall provide to the Grantor, at its request, all documents evidencing the Grantee's compliance with National Pollution Discharge Elimination System ("NPDES") or State Disposal System Stormwater Permit for Construction Activity requirements, including but not limited to the preparation and implementation of a Stormwater Pollution Prevent Plan ("SWPPP") and associated maintenance records. In addition, Grantee shall provide to Grantor documentation of compliance with Grantor's Storm Water Compliance Procedure. The Grantee shall make the documents available to the Grantor at an appropriate time in the Central Corridor LRT Project development process and at appropriate intervals thereafter, as mutually agreed-upon by the parties, as maintenance and inspection records become available. Grantee shall submit to the Grantor a final summary report on all the above activities within thirty (30) days after substantial completion of construction of the Central Corridor LRT Project.

5.9 If Grantee fails to perform its obligations under this Section, Grantor shall have the right after notifying Grantee of such failure, but not the obligation, to perform Grantee's obligations and charge Grantee for the costs and expenses reasonably incurred by Grantor in doing so. Grantee shall reimburse Grantor for all such costs and expenses within thirty (30) days after receipt of an invoice therefore accompanied by supporting data reasonably evidencing the costs in question. If Grantee disputes any aspect of the invoice (a) Grantee shall within the 30-day period notify Grantor in writing stating the specific reasons for Grantee's dispute and pay to Grantor all undisputed amounts; and (b) the parties shall within 60-days after Grantee's receipt of the invoice meet to resolve the issue.

5.10 By letter dated September 29, 2010, from Grantor's Vice President of University Services, Grantor has confirmed that it will not require Grantee to install surface water infiltration practices or systems as part of the construction of the CCLRT Project.

6. Indemnification and Insurance.

6.1 Indemnification.

6.1.1 Tort Claims. Subject to the liability limits in Minnesota Statutes Section 3.736 or Chapter 466, whichever is greater, Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all injury, loss, damage, claim, demand, liability, penalty, and fine, including costs and attorneys' fees ("Claims") by third parties arising from or related to the acts or omissions of Grantee or Grantee's employees, officers, consultants, contractors, agents, and invitees. Notwithstanding the foregoing sentence, Grantee shall not be responsible to indemnify, defend or hold harmless Grantor to the extent a Claim results from the negligence or willful misconduct of Grantor, its employees and agents.

6.1.2 Other Claims, Including Claims arising from Grantee's Breach of Agreement. Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all Claims arising from or related to Grantee's breach of this Agreement, including without limitation, (a) Grantee's or its contractors' or agents' failure to comply with Environmental Laws, (b) any Release or threatened Release of a Hazardous Substance by Grantee or its contractors or agents on or about the Temporary Easement Areas, and/or (c) Grantee's obligations under Section 5.4. In satisfying its indemnification obligation in this Section 6.1.2, Grantee may assert as a defense against Claims by third parties Grantor's tort cap limits.

6.1.3 Grantee's Contractors'. Grantee shall include in its contracts with Project contractors and take commercially reasonable steps to enforce a requirement for Grantor's benefit that such contractors defend, indemnify, and hold harmless Grantor from and against any and all Claims arising from or related to performance of Grantee's Work or a breach of this Agreement.

6.1.4 Defense. Grantee agrees to assume the defense of Grantor with legal counsel acceptable to Grantor, whose acceptance shall not be unreasonably withheld, in all proceedings, demands, or claims against Grantor arising out of or related to this Agreement. Grantee shall pay reasonable defense costs, including attorneys' fees, expert fees, and costs, incurred directly or indirectly for such proceedings, demands, or claims. Grantee may settle any proceeding, demand, claim, loss, penalty, and the like subject to Grantor's approval, which shall not be unreasonably withheld.

6.1.5 Survival. The foregoing indemnities and duty to defend shall survive expiration or earlier termination of this Agreement.

6.1.6 CCLRT Agreement and Construction Management Program. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit Grantee's obligation to perform and comply with all terms and conditions of the CCLRT Agreement and Construction Management Program.

6.2. Insurance.

6.2.1 Grantee's Insurance Requirements: Grantee, at its sole cost and expense, shall obtain and keep in force during the Term the following insurance:

a. Occurrence based general liability insurance using ISO form CG 00 01 12 04, covering claims arising from operations under this Agreement with limits required in Minnesota Statutes Section 466, as amended (currently \$500,000.00 per person and \$1,500,000.00 per occurrence). Products and Completed Operations coverage must be maintained for at least three years after the Agreement's effective date.

b. Business Automobile Liability Insurance. Using ISO form CA 00 01 contractual liability coverage equivalent to that provided in the 1990 and later editions with a minimum limit required in Minnesota Statutes Section 466, as amended (currently \$500,000.00 per person and \$1,500,000.00 per occurrence) for bodily injury and property damage. Coverage shall apply to all owned, hired, and non-owned automobiles.

c. Workers Compensation Insurance. Workers' compensation insurance in compliance with all statutory requirements of the State of Minnesota.

d. Employer's Liability Insurance. Limits of \$100,000.00 bodily injury by disease per employee; \$100,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

e. Grantee shall provide to Grantor prior to this Agreement's effective date fully executed Certificates of Insurance, or letter of self-insurance, evidencing that it has the required coverage.

f. Grantee may self-insure with respect to the requirements of this Section.

6.2.2 Grantee's Contractors' and Consultants' Insurance Requirements.

a. Grantee shall require its contractors and consultants to obtain and keep in force during the Term the following insurance:

Commercial General Liability	\$50,000,000 each occurrence
	\$50,000,000 products/completed operations aggregate
	\$50,000,000 general aggregate – per project

Commercial Automobile Liability	\$5,000,000 any one accident or loss
Workers Compensation	Statutory Limits
Employer's Liability, including Stop Gap, Jones Act and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease – policy limit \$1,000,000 disease – each employee
Contractor's Pollution Liability	\$5,000,000 per occurrence/claim
Professional Liability/Errors & Omissions – Engineering & Design Services	\$5,000,000 each claim/annual aggregate

b. Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or its equivalent and include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Contractual Liability (applying to the obligations in Section 6.1.3), Independent Contractors, and Products-Completed Operations and shall not exclude coverage for Explosion, Collapse, & Underground (XCU). The General Aggregate shall apply on a Per Project basis. Policy shall include ISO Form CG 24 17 – Contractual Liability Railroads or equivalent. Coverage shall be maintained for a period of three (3) years after completion of Grantee's Work. Regents of the University of Minnesota will be named as an Additional Insured, utilizing ISO Forms CG 20 26 07 04 and CG 20 37 07 04 or equivalent.

c. The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles. Regents of the University of Minnesota shall be named as Additional Insured. Coverage shall include endorsements covering Pollution Liability – Broadened Coverage (CA 99 48 or equivalent) and the Motor Carrier Act – MCS90.

d. Contractor's Pollution Liability Insurance will cover bodily injury, property damage, environmental damage, loss of use of property, governmental ordered remediation costs, completed operations and defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages, as a result of pollution conditions (including mold and fungi) arising from Contractor's operations under the Agreement, (a) at the Temporary Easement Areas, (b) in the course of transporting materials to or from the Temporary Easement Areas, or (c) at or emanating from disposal sites to be on a claims made basis. Claims-made provisions, if any, must include an extended reporting period that is equal to the completed operations extension of five (5) years after the end of the Term. Regents of the University of Minnesota shall be named as Additional Insured for claims arising out of the acts or omissions of Grantee's Contractor or Consultant or anyone else for whom Grantee is

responsible. If the policy is written on a claims-made basis, then any Retroactive Date must be the earlier of (i) Contractor's performance of Grantee's Work for Grantee or (ii) the effective date of Grantee's contract with Contractor.

e. Professional Liability/Errors & Omissions must be maintained for the duration of Grantee's Work, including an extended reporting period of three (3) years beginning from the time that the Grantee's Work is completed. Any retroactive date on such Professional Liability policy shall be prior to the commencement of Grantee's Work and this Agreement.

f. All policies shall provide: (i) that the policy will not be canceled, restrictively modified, or non-renewed without at least thirty (30) days' prior written notice to Grantor, provided that a ten (10) day prior notice requirement may apply in the event of cancellation due to non-payment of premium; (ii) that the policy is primary and any insurance maintained by Grantor is excess and non-contributory; and (iii) a Waiver of Subrogation in favor of Regents of the University of Minnesota. All policies shall be written by insurance companies with a current AM Best Rating of A-/VII or better, authorized to do business in Minnesota or otherwise as deemed acceptable to Grantor.

g. Certificates of Insurance (Accord Form 25 or equivalent), including additional insured endorsements, shall be filed with Grantor prior to the Effective Date in a form acceptable to the Grantor and shall provide satisfactory evidence that the Grantee has complied with all insurance requirements.

7. Taxes and Fees.

7.1 Grantee shall pay when due all taxes, assessments, and governmental charges, if any, levied or assessed by third parties against the Temporary Easement Areas or arising out of Grantee's use of the Temporary Easement Areas. In the event that the Grantor during the Term becomes aware of or receives a statement for such a tax, assessment, or charge, it shall give Grantee written notice of the same and forward to Grantee a copy of any such statement. Grantee has the right to protest any such tax, assessment, or charge payable with respect to the Grantor's Property. Grantor shall give the Grantee during the Term, written notice prior to commencing any tax protest. Grantor agrees to join in such reasonable protest to the extent required by law; provided, however, Grantor shall not be required to incur any out-of-pocket expense or cost in doing so.

7.2 If Grantee pays fees, assessments, charges and/or taxes of any kind to any government agency(ies) in connection with the design and/or construction of Grantee's Work, Grantee shall pay fees, assessments, charges, and/or taxes to Grantor on the same basis that it pays other government agencies.

8. Default, Remedies and Dispute Resolution.

8.1 Default. The term "Event of Default" shall mean any failure by Grantee to observe or perform any material covenant, condition, obligation or agreement to be observed or performed by Grantee under this Agreement or the Construction Management Program.

8.2 Dispute resolution and Remedies. If there is a dispute between the Parties under this Agreement or the Construction Management Program, or if an Event of Default occurs, the dispute resolution process set forth in Section 10.4 of the CCLRT Agreement shall be applied and the remedies set forth in Section 10.5 of the CCLRT Agreement shall be available as if fully set forth in this Agreement.

9. Notices. A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and

a. in the case of Grantor, is addressed or personally delivered to:

Regents of the University of Minnesota
c/o Real Estate Office
319 15th Avenue SE, Suite 424
Minneapolis MN 55455
reo@umn.edu

and

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

and

University of Minnesota
Attn: Parking and Transportation Services
300 Transportation Safety Building
511 Washington Ave. S.E.
Minneapolis, MN 55455

b. in the case of Grantee, is addressed or personally delivered to:

Regional Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

With a copy to;

Office of General Counsel
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

or at such other address with respect to either such party as that party may, from time to time, designated in writing and forward to the other as provided in this Section.

10. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

11. Severability. If any provision of this Agreement is declared invalid, illegal or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement and the remainder of this Agreement shall otherwise remain in full force and effect.

12. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

13. Assignment. Grantee may not transfer or assign its rights under this Agreement without Grantor's prior written consent.

14. Survival. Notwithstanding anything to the contrary, to the extent applicable, such as with respect to indemnity provisions, the terms of this Agreement shall survive expiration or termination of this Agreement.

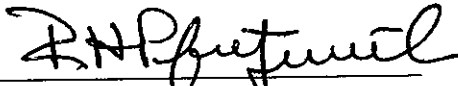
15. Authority. Each of the undersigned parties represents and warrants that it has full authority to enter into this Agreement, and each individual signing this Agreement on behalf of a corporation or other entity hereby represents and warrants that he or she has full authority to sign on behalf of and to bind that party thereby.

16. Incorporation by Reference. Exhibits A-C are incorporated by reference and hereby made a part of this Agreement.

17. Amendment. This Agreement may be amended only by a written instrument executed by both Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee execute this Agreement.

Regents of the University of Minnesota

By: 

Name: Richard H. Pfitzenreuter III

Title: Vice President & Chief Financial Officer

Date: 9/29/10

Metropolitan Council

By: 

Name: Thomas H. Weaver

Title: Regional Administrator

Date: 9-29-10

LEGEND

- EXISTING
- PROPERTY LINES
- UTILITY LINES
- UTILITY TRENCHES
- UTILITY TRENCHES
- PERMANENT EASEMENTS
- UTILITY EASEMENTS
- ACCESS EASEMENTS
- WALL MAINTENANCE EASEMENTS
- TEMPORARY EASEMENTS

EVACUATION EASEMENT AREA
 EASTRANK - WASHINGTON AVES
 PROJECT

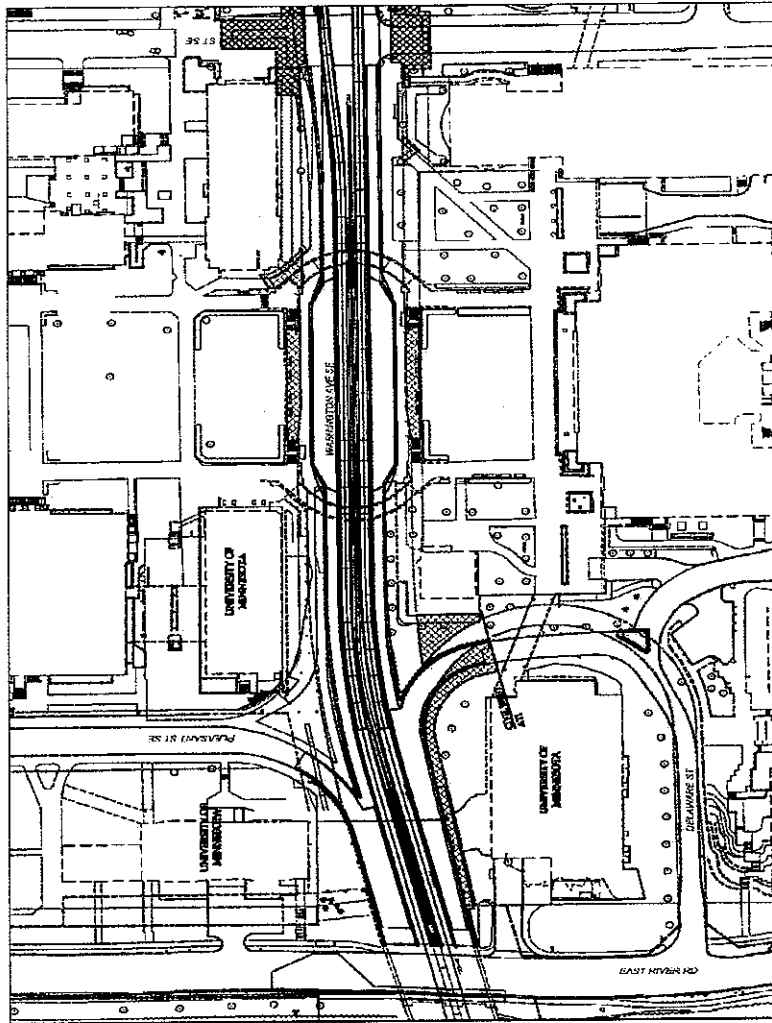


EXHIBIT A

	<p>SHEET 2 OF 7</p>
<p>AECOM BANI July 1, 2010</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS</p>

**Central Corridor
 Light Rail Transit**

- LEGEND**
- EXISTING
 - PROPERTY LINES
 - WORK IN AREA
 - 100' M EASEMENT LIMITS
 - PERMANENT EASEMENTS
 - UTILITY EASEMENTS
 - ACCESS EASEMENTS
 - WALL MAINTENANCE EASEMENTS
 - TEMPORARY EASEMENTS
 - TEMPORARY EASEMENT AREAS
 - EAST SIDE - WASHINGTON AVENUE
 - WEST SIDE - 10TH

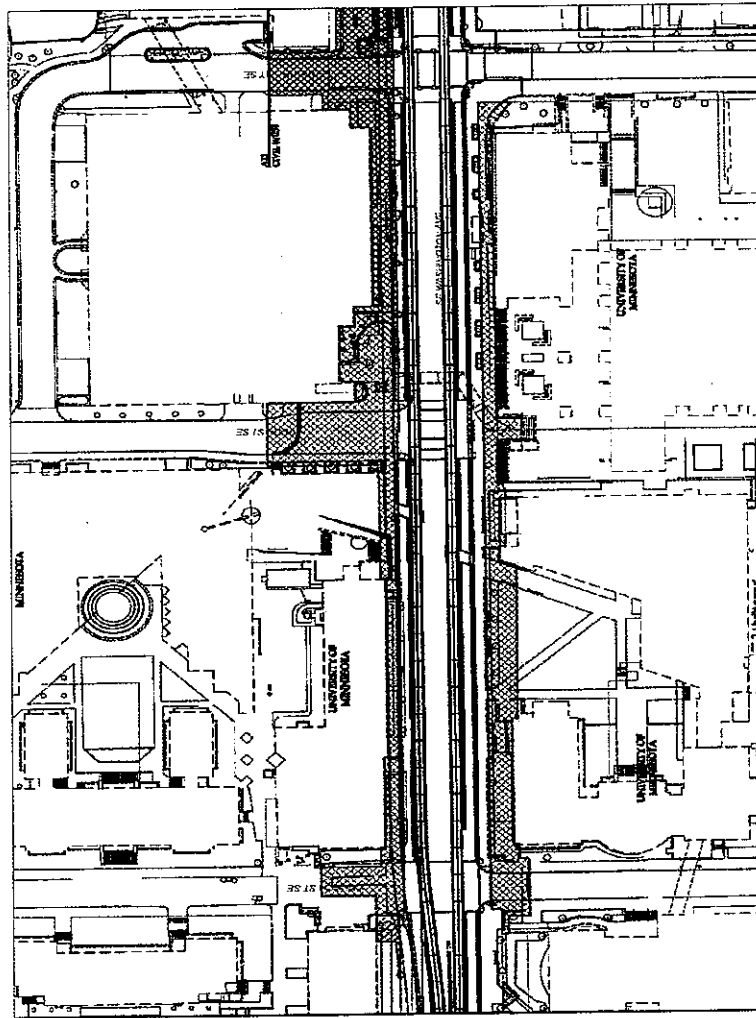


EXHIBIT A

	<p>SHEET 3 OF 7</p>
<p>AECOM RAJ July 1, 2010</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS</p>
<p>Central Corridor Light Rail Transit</p>	

LEGEND

- CONSTRUCTION
- PROPERTY LIMITS
- MAP IRREV.
- 10' 0" PERMITS LIMITS
- PERMANENT EASEMENTS
- VELOCITY EASEMENTS
- ACCESS EASEMENTS
- MAINTENANCE EASEMENTS
- TEMPORARY EASEMENTS

TEMPORARY BASEMENT AREA:
 EAST SIDE OF WASHINGTON AVE SE
 SEE SHEET 1 OF 4

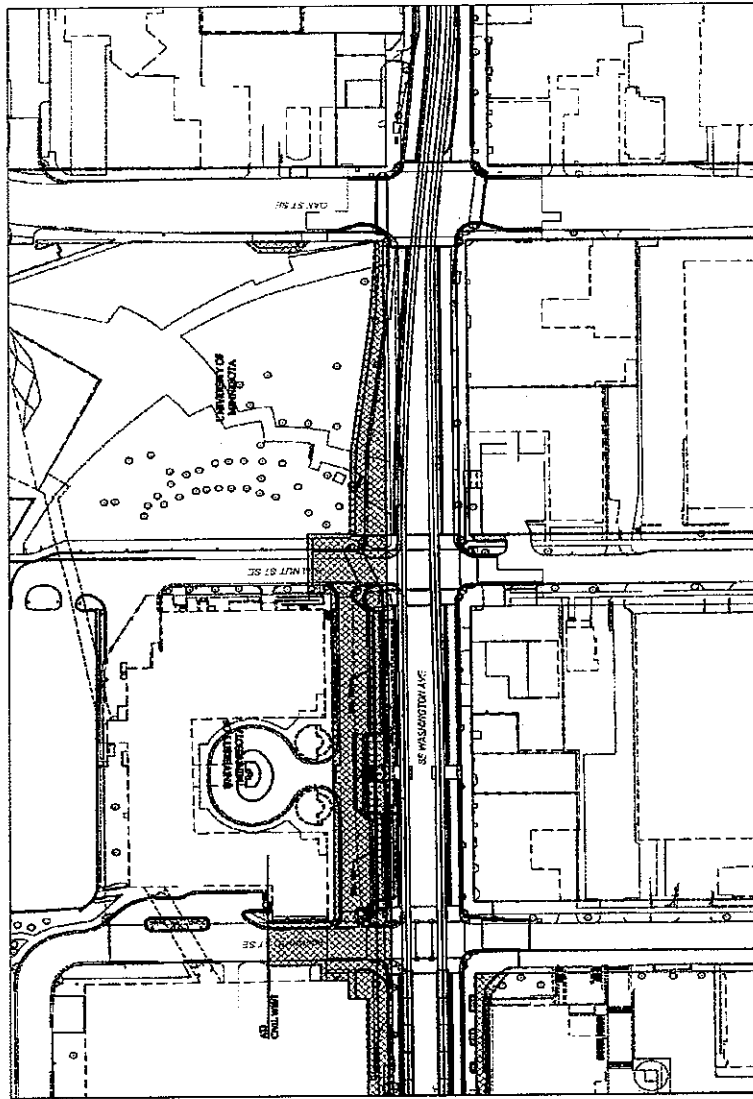
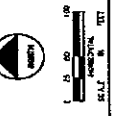


EXHIBIT A

<p>Central Corridor Light Rail Transit</p>	<p>AECOM BLANK July 1, 2010</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS</p>	<p>SHEET 4 OF 7</p>
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LEGEND

- EXISTING PROPERTY
- PROPERTY LINES
- U OF M ROW
- U OF M PROPERTY LIMITS
- EXISTING EASEMENTS
- UTILITY EASEMENTS
- ACCESS EASEMENTS
- WALL MAINTENANCE EASEMENTS
- TEMPORARY EASEMENTS

TEMPORARY EASEMENT AREA:
 28th AVE SE & TRANSIT WAY
 (TO 28th AVE SE)
 1/2" = 10'

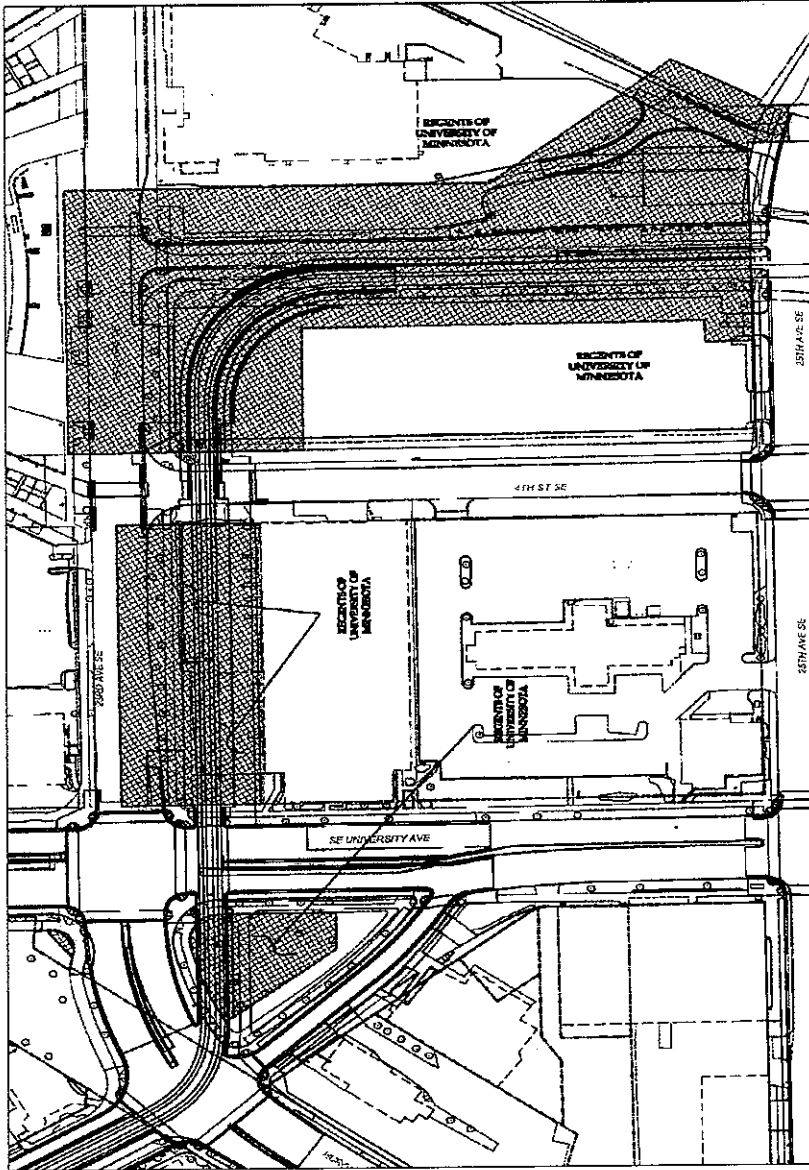

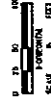


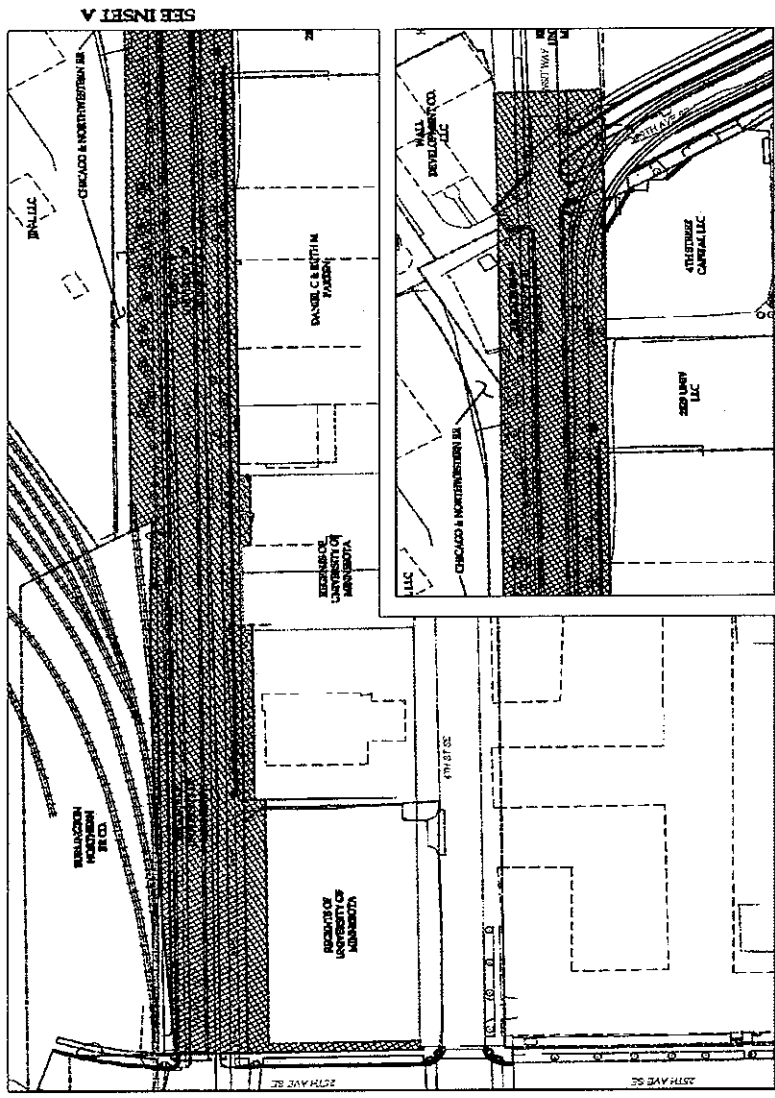


EXHIBIT A

  <small>SCALE: 1" = 30'</small>	<p>SHEET 5 OF 7</p>
<p>AECOM  BANJ  July 1, 2010</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS</p>
<p>Central Corridor Light Rail Transit</p>	<p>FINAL - 9/29/10 EXHIBIT D</p>

- LEGEND**
- BOUNDING BOX
 - PROPERTY LINES
 - LOT OR BLOCK
 - LOT OR BLOCK LIMITS
 - TEMPORARY BOUNDARIES
 - UTILITY LOCATIONS
 - ACCESS EASEMENTS
 - WALL MAINTENANCE EASEMENTS
 - TEMPORARY EASEMENTS
 - TEMPORARY EASEMENT AREA
 - TRANSIT WAY (WITH MAINTENANCE) ROADWAY

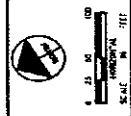


SEE INSET A

INSET A

EXHIBIT A

<p>Central Corridor Light Rail Transit</p>	<p>AECOM RANI July 4, 2010</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS</p>	<p>SHEET 6 OF 7</p>
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- LEGEND**
- PROPERTY LINE
 - PROPERTY LINES
 - LINE OF EASEMENT
 - TEMPORARY CONSTRUCTION EASEMENT
 - TEMPORARY EASEMENT
 - ACCESS EASEMENTS
 - WALL MAINTENANCE EASEMENTS
 - TEMPORARY EASEMENTS
 - TEMPORARY EASEMENT AREA
 - TRANSITWAY & MAJOLLA AVENUE
 - 3000 RLY

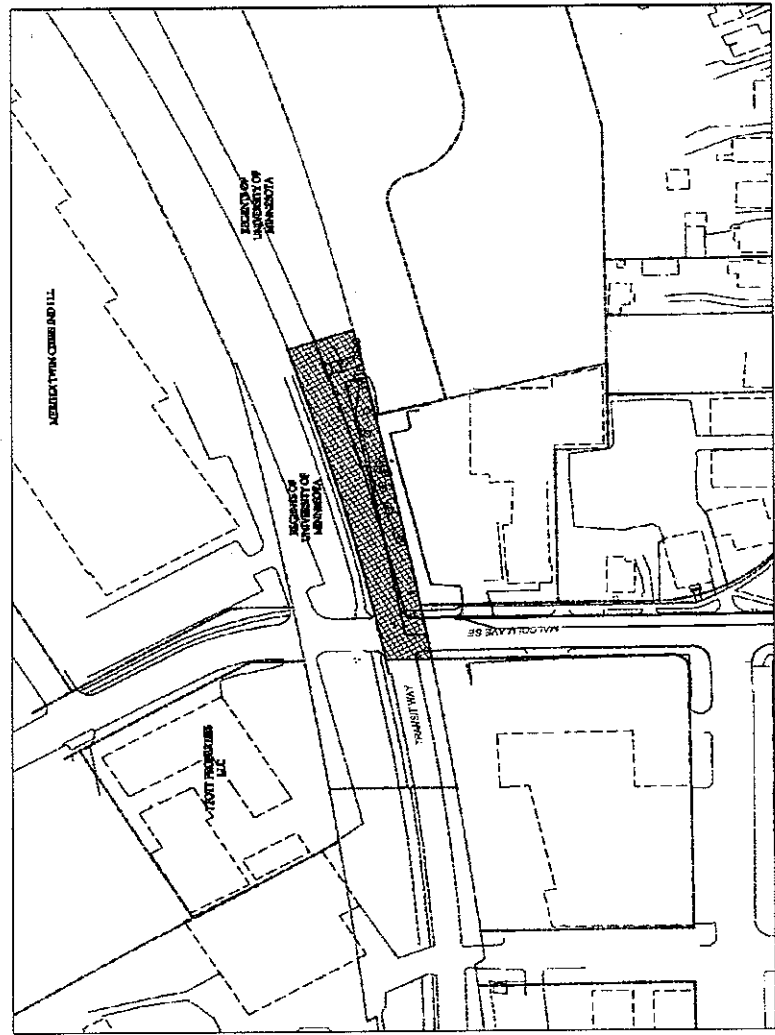


EXHIBIT A

 SCALE: 1" = 100'	AECOM  July 1, 2010	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A - TEMPORARY EASEMENT AREAS	Central Corridor Light Rail Transit
SHEET 7 OF 7			

EXHIBIT B

CONSTRUCTION MANAGEMENT PROGRAM

I. OVERVIEW

The purpose of this Construction Management Program is to minimize or eliminate negative impacts to the University of Minnesota (“University”) Minneapolis campus from the Metropolitan Council’s (“Met Council”) design and construction of Civil West and Systems.

II. PRINCIPLES RELATED TO THE MITIGATION OF CONSTRUCTION IMPACTS

This Construction Management Program has been developed to achieve the following objectives, mutually agreed to between the Met Council and the University:

- A. The Met Council will minimize or eliminate construction impacts and disruptions so that the University’s ability to carry out its mission is maintained;
- B. The Met Council will maintain access to the University Campus and neighboring communities during Project construction;
- C. The Met Council will maintain access to the University’s clinics, University of Minnesota Medical Center/Fairview (“UMMC/Fairview”) hospital and clinics, and the Radisson hotel, including emergency access to the Fairview University hospital; and
- D. The Met Council will protect the safety of the University’s faculty, staff, students, and visitors to the University Campus from Construction activities.

III. DEFINITIONS

- A. “Agreement” means the agreement for the Central Corridor Light Rail Transit Project dated September 30, 2010 between the University and the Met Council.
- B. “CCLRT” or “Central Corridor LRT” means Central Corridor Light Rail Transit.
- C. “Civil West” means activities and measures necessary to construct the Central Corridor LRT line in Minneapolis including track, Washington Avenue bridge upgrades, retaining walls, stations, electrical, roadway, curb, gutter, sidewalks, traffic signals, striping and signage, public utilities, and underground “System” elements.

- D. "Construction Contract" means contract between the Met Council and its Contractor for the construction of Civil West and Systems.
- E. "Contractor" means any general construction contractor or subcontractor hired by Met Council for Civil West and Systems.
- F. "Construction" means work the Met Council or its Contractors will perform in constructing Civil West and Systems.
- G. "Construction Vibration Performance Standard" means vibration caused by Construction in excess of the lesser of either an RMS velocity level of 42 VdB or a PPV value of 0.0005 in/second as measured at the locations identified by University in buildings listed on **Exhibit 1**.
- H. "Permits" means all permits, leases, licenses, agreements, franchises, and approvals required for the design and/or construction of all or any portion of the Civil West and Systems, including environmental permits and all necessary traffic control Permits.
- I. "Systems" means activities and measures to construct the train signal systems, communications, and the traction power/electrical systems for the whole LRT line, which work will be coordinated with the Civil West work.
- J. "Temporary Construction Easement" is the easement by which the Met Council has authority to construct Civil West and Systems on the University Campus.
- K. "University Campus" means the University's Minneapolis campus as depicted on Exhibit H of the Agreement.

IV. CONSTRUCTION CONTRACT TERMS AND CONDITIONS

- A. At least 10 business days before a Construction Contract is awarded, the Met Council will submit to the University for review and comment its Construction Contract terms and conditions. The University will have 10 business days during which to comment on the Construction Contract terms and conditions. Should written comments not be received during this 10 business day comment period, the Met Council will presume that the University has no comments with the Construction Contract terms and conditions.
- B. The Met Council will include in its Construction Contract terms and conditions all terms and conditions of this Construction Management Program. The Met Council will include the Construction Contract terms and conditions, as revised based on the University's comments, in its Civil West and Systems contract documents.
- C. The Met Council will ensure that its Contractors comply with the Construction Contract terms and conditions and this Construction Management Program.

V. CONSTRUCTION/CONSTRUCTION CONTRACT MANAGEMENT

A. Approvals; Authority; Acceptance

1. The Met Council will obtain and comply with the terms and conditions of all Permits and real property rights required for Project design and/or Construction as agreed to in the Agreement.
2. The University Building Code Division is the authority having jurisdiction on University property and will enforce the Minnesota State Building Code. The University may be delegated authority by other jurisdictions and owners over portions of rights-of-way within or adjacent to (but not owned by) the University.
3. The Met Council will be responsible for acceptance of the Project and will coordinate such acceptance with the University, Hennepin County, and the City of Minneapolis.

B. Safety. Met Council will ensure safety related to or in connection with Construction in areas on and adjacent to the University Campus. A Project Construction site safety plan will be developed by the Contractor delineating safety (including hazard control methods) and security procedures for the Construction Contract that includes the University Campus. The Met Council will provide the site safety plan to the University promptly after the Met Council's receipt from its Contractor(s).

C. Weekly Progress Meetings and Public Outreach Communications.

1. The Met Council will conduct weekly Construction progress meetings. The University will be invited to attend and participate in the weekly progress meetings to communicate construction issues affecting the University Campus and will be provided opportunity for input on issues affecting the University Campus.
2. The Met Council will prepare a public outreach communication plan appropriate to the anticipated effects of the Project and commensurate with projects of similar magnitude. The communication plan will include the following:
 - the creation and maintenance of a Project website;
 - establishment of an effective community and University Campus outreach and communication program to inform affected persons and entities of Project construction issues;
 - the provision of information to the University on current Project construction and other information relevant to faculty, staff, students, and visitors;

- provision of a 24-hour a day hotline telephone number through which complaints about construction activities can be made; and
- the Met Council's Contractors will be required to support the Met Council in its public involvement program.

D. Consultation and Coordination Measures

1. Construction Coordination. The Met Council will designate a single point of contact to work with the University on all Construction issues as they affect the University Campus (the "Met Council's Representative"). The University will designate a single point of contact to work with the Met Council on all Construction issues as they affect the University Campus (the "University's Representative").
2. Fire-Life Safety. The Met council will establish a Fire-Life Safety Committee to coordinate emergency response and public safety issues among affected jurisdictions and service providers during Construction. The University will be represented on that committee and will be provided opportunity for input on issues affecting the University Campus.
3. Schedules. Met Council agrees and understands how important it is to the University to know Contractors' schedules for Construction. To provide to the University as much notice and predictability as possible, the Met Council agrees to the following:
 - a. Milestone Table for University Campus Construction and Preliminary Schedule for Washington Avenue. The Met Council has provided a basic milestone table for University Campus Construction to the University as a part of the invitation for bids for Construction. In addition, Met Council has prepared a preliminary schedule for Civil West Construction activities along Washington Avenue on the East Bank Campus from the east abutment of the Washington Avenue Bridge to Oak Street., a copy of which, entitled Preliminary Construction Schedule for Washington Avenue and dated September 14, 2009, has been provided to the University.
 - b. Contractor's Schedule for Civil West and Systems. Following Construction Contract award, the Met Council's Contractor(s) will submit a proposed construction schedule to the Met Council on or about October 24, 2010, ("Contractor's Schedule) for its review and approval. Before approving the Contractor's Schedule for the University Campus area, the Met Council will provide the University with a copy of the proposed schedule. Within 10 business days after receipt of the Contractor's Schedule, the University will determine if the schedule will cause any adverse impacts to the University. If the University responds to the Met Council in writing within this 10-day period and identifies adverse impacts

to the University from the Contractor's Schedule, the parties will then meet within three business days after the Met Council's receipt of the University's response to address the adverse impacts.

- c. Construction Activity Schedules for Washington Avenue and the Remainder of the Campus. Within 20 business days of Met Council's issuance of the notice to proceed to the Civil West or Systems Contractor, the Met Council and its Contractor(s) will develop a Construction Activities Schedule specifically for Washington Avenue, excluding the Washington Avenue Bridge, in close consultation with the University. This consultation will consist of discussions with University's Representative and other staff as desired by the University. The Construction Activities Schedule for Washington Avenue will specifically identify the sequencing of all significant Construction activities along Washington Avenue, including demolition; estimated dates for commencement and completion of Construction for each major phase of the Construction; and times and duration of vibration intensive activities. This Construction Activities Schedule, excluding the Washington Avenue Bridge, will be submitted to the Met Council at least 45 days before initiating construction on Washington Avenue and will be forwarded to the University within 5 days after receipt from the Contractor. After the University's receipt of the Construction Activities Schedule, the University will identify any adverse impacts on the University within 10 days. The Met Council and the University will promptly meet to resolve such impacts.

Construction Activities Schedules for the remainder of the Campus for Civil West and Systems that identify all major Campus Construction Activities will be delivered to the University at least 30 days prior to the start of Construction in such area and within 10 days of receipt from the Contractor and will be consistent with the terms of this Construction Management Program, the Agreement, and the Temporary Construction Easement.

- d. The Met Council will ensure that its Contractor's adhere to the schedules provided to the University in all material respects.
- e. Schedule Changes. If during Construction the Met Council desires to depart from either the Contractor's Schedule or the Construction Activities Schedule for Washington Avenue and if the proposed change would be likely to conflict with the Research Mitigation Plan for Construction Vibration (RMPCV), then the Met Council will submit the proposed revised Contractor's Schedule and/or revised Construction Activities Schedule to the University along with a proposal for changes to the Research Mitigation Plan for Construction Vibration to accommodate such changes, if required. Depending upon the magnitude and significance of

the proposed schedule change, the University will have two to five business days to review proposed changes. If, during that time, the University indicates that the proposed changes would impact critical University research, the Met Council and its contractor will make a good faith effort to work with its Contractor to accommodate the critical University research and amend the RMPCV accordingly. If the Met Council and the University cannot agree on changes to the RMPCV, the dispute will be submitted to the same arbitrator agreed to under Section 5.1.B of the Agreement or, if no arbitrator has previously been selected, to an arbitrator selected as provided in Section 5.1.B of the Agreement.

- f. Sunday, Holidays. Construction will not be performed by the Met Council or its Contractors on the University Campus on a Sunday or a Holiday as that term is defined by Minnesota Statutes §645.44 subd. 5, without the University Representative's written approval.

E. Event Days. The University has provided to the Met Council a list of Event Days that must be included in the Contractor's Schedule and Construction Activities Schedule. The Met Council and its Contractors will develop such schedules so as to minimize disruption to University Campus activities on Event Days. Met Council and University agree that the following are Event Days:

1. University Football Games. Comprises days on which the University football team is playing at the TCF Bank Stadium. The Met Council and its contractors will manage construction activities on University Football Game days so that access to the University Campus and the football game itself are not adversely impacted.
2. Spring Commencement Ceremonies. Comprises days designated by the University for commencement ceremonies during the months of May and June consistent with the University's event calendar but no more than 10 days will be designated each year. The Met Council and its Contractors will manage Construction activities during commencement days so that access to the University Campus and the commencement ceremonies themselves are not adversely impacted.
3. University Welcome Week "move-in" days. Comprises the first two days of Welcome Week. The Met Council and its Contractors will manage Construction activities during move-in days so that access to the University Campus and student move-in are not adversely impacted.
4. Finals week and Study Day – Fall and Spring Semester Terms. Comprises finals and study days held during the month of December for each Fall semester term and during the month of May for each Spring semester term consistent with the University's academic calendar but will not comprise more than 7 days total for each semester. The Met Council and its Contractors will manage noise from

Construction activities during study and final days so that the University Campus and study and final days are not adversely impacted.

5. A U2 Concert at TCF Bank Stadium tentatively scheduled for July 23, 2011.
6. Other Event Days. The University will notify the Met Council as soon as possible, but no later than five days in advance of up to an additional ten single event days per calendar year. The Met Council and its Contractors will manage noise and maintain access to the University Campus so as not to adversely impact the events.

F. Review Meetings. The University's Representative or its designee(s) will be invited to attend all Project progress meetings regarding Construction on or adjacent to the University Campus held by the Met Council with its Contractors on the Project.

G. Reports and Formal Presentations. The Met Council will promptly prepare and deliver to the University the reports and minutes of meetings held by the Met Council with its Contractors as they affect the University Campus. The Met Council will make such presentations regarding the Project as the University may, from time to time, reasonably request.

H. Access. Upon prior notice, the Met Council will, at all reasonable times, permit the University to visit and inspect Project work on the University Campus for any reasonable purpose, including pre-burial location of utilities. Met Council will provide safe and reasonable access.

I. Quality Control. The Met Council will develop a Quality Assurance Plan for the Project, including specific context related to vibration and electromagnetic interference mitigation systems. The Met Council's Contractors will develop a Quality Control Plan subject to the Met Council's approval for the Project. All Construction on the University Campus will be carried out in accordance with these plans. The Met Council will make these plans available for University review. The University's Representative or its designee will have the right to monitor Construction of the Project as it affects the University Campus for the purpose of determining compliance with the Quality Assurance and Quality Control Plans and to report concerns to the Met Council's Representative.

J. Coordination with Other Work. Future University Construction identified in the University's annual Capital Plan and amendments thereto may impact Project construction. The University will notify the Met Council of amendments and the Met Council and University will coordinate their activities for adjacent construction work so as to minimize delay or additional expense to the other.

K. Drawings Reflecting Actual Construction. The Met Council and its Contractors will provide to the University's Representative or its designee(s) reasonable and appropriate access to and the right to copy Project plan sheets as they affect the University, including a master set of record drawings, supplementary drawings, change order drawings, or any other drawings that reflect the Project as it is designed and constructed on the University Campus.

L. Traffic and Access

1. Traffic Control.

a. Traffic Control Plan. The Met Council will ensure that its Contractors develop traffic control plans before any Construction begins on or near the University Campus to minimize additional vehicle emissions from diverted traffic and to facilitate access to University facilities during Construction. Traffic control plan will provide for traffic control measures during Construction, including providing adequate and appropriate signage. These traffic control measures may also include traffic control officers and/or flaggers directing traffic when necessary as a result of Construction-related activities on the University Campus.

b. Traffic Control Schedules.

i. Met Council will cooperate with, and ensure that its Contractors cooperate with, the University in the control and management of traffic access on the University Campus and adjacent public streets in and around the Project area in order to reduce impact to classes, facilitate pedestrian and vehicular access, and coordinate the Project vehicle access routes with other activities on the University Campus.

ii. One month prior to the beginning of the Fall and Spring academic terms, Met Council will require and ensure that its Contractors prepare an East and West Bank Campus beginning-of-term traffic control schedule and Project vehicle access routes based on the anticipated Construction activities for the Project during that term. The University will meet, as required, with Met Council, the Road Authorities, and relevant Contractors to develop the beginning-of-term traffic control schedules.

iii. Met Council will require and ensure that all relevant Contractors prepare three-week-look-ahead traffic control schedules and Project vehicle access routes based on the anticipated construction activities during each three-week period for the Project. The Met Council will provide these schedules to the University and the Road Authority. The University and any Road Authority will require and ensure that any of their relevant contractors prepare similar three-week-look-ahead schedules and routes when activities of their contractors may impact the Project.

2. Signage. The traffic control plan will include a signage component developed in cooperation with the University to identify reasonable access routes during

Construction to University facilities, including continuous access to the University's clinics, UMMC/Fairview hospital and clinics, and the Radisson hotel. This may include temporary reflective truck prohibition signs on streets with a high likelihood of cut-through truck traffic. In order to enhance visibility during nighttime work hours, lighted or reflective signage will be used to direct Construction drivers to truck haul routes.

3. Contractor Parking, Construction Staging and Construction Truck Routes. The traffic control plan will identify proposed access routes into and out of the Construction area. Routes will be chosen to minimize adverse impacts on the University. During Construction, the University will allow parking for up to ten primary Project personnel vehicles at no cost to the Met Council or its Contractors at designated areas agreed to by the Met Council and the University. The University will allow temporary parking for properly identified testing and inspection vehicles and for properly identified delivery and removal vehicles related to Construction activities for the Project. It is anticipated that this program of parking for Construction personnel will be managed through the issuance of parking permits from the University to the Met Council, which the Met Council will disburse to Project personnel. General Construction worker parking associated with the Project will be allowed on University property at locations designated by University provided that the University is directly compensated at prevailing rates for said parking.
4. Emergency Access. The Met Council will maintain, and ensure that its Contractors maintain, emergency access to, from and through the University Campus during Construction. During Construction, the Met Council will work with the University and coordinate with other jurisdictions to ensure reliable emergency access is maintained and alternate plans or routes are developed to avoid delays in response times.
5. Transit Service and Delivery Truck Access. During Construction, the Met Council will use its best efforts to ensure that bus service and truck delivery to the University Campus is maintained. The Met Council will coordinate with area transit providers and intercity service providers serving the University Campus, including Metro Transit, suburban transit providers, Metro Mobility, and the University to minimize disruptions to bus facilities and service. In addition to posting signage in advance of transit or route changes, the dissemination of information about re-routes and transit stops will be coordinated with the University.
6. Pedestrian and Bicycle Access. During Construction, both a) through Construction work areas and b) to and from all University facilities, the Met Council and its Contractor(s) will maintain reasonable American with Disabilities Act accessible access, as well as reasonable and safe access for pedestrians and bicycles. The Met Council and its Contractor(s) will provide clear signage and safe rerouting for pedestrians and bicycles around Construction areas.

M. Visual and Aesthetics. The Met Council will maintain and ensure that its Contractors maintain Construction areas as required by the Temporary Construction Easement. Temporary lighting impacts will be reduced by shielding light sources to minimize direct views from residence halls, hospital rooms, classrooms and the Radisson hotel and by aiming and shielding light sources to reduce spillover lighting in such areas, as necessary.

N. Air Quality. The Met Council will implement best management practices to protect the air quality on the University Campus, both indoors and outdoors. All elements of the air quality provisions will comply with the air quality mitigation measures discussed in the Project's final environmental impact statement and with federal, state, and local laws. Construction, operation, and maintenance vehicles will be routinely maintained to ensure that engines remained tuned and emission-control equipment is properly functioning as required by law. Additionally, no unnecessary idling of vehicles or Construction equipment will be allowed.

1. Dust.

- a. Mitigation. The Met Council recognizes that University facilities have stringent air quality requirements that will require mitigation during Construction. Met Council will limit dust from Construction to 5mg/m³ ("Construction Dust Performance Standard") measured at the specific air intake locations, as provided by University, of the buildings listed in Exhibit 4. Dust resulting from Construction will not cause an exceedance of the Construction Dust Performance Standard.
- b. The Met Council will ensure that its Contractors satisfy the Construction Dust Performance Standard at least in part through the following measures:
 - Controlling visible emissions of dust and other Construction-related particulates such as welding fumes and products of combustion from Construction equipment by using best management practices such as applying water to exposed soils;
 - Coordinating with the University to filter intake areas and reduce intake air volumes;
 - Sequencing work to retain hard surface improvements for as long as possible during the demolition and removal phase of the Project;
 - Keeping heavy truck and Construction equipment on hard surfaces to the maximum extent possible to minimize dust generation;
 - Providing adequate freeboard (space from the top of the material to the top of the truck bed) for all trucks transporting dust-generating materials to reduce deposition of particulates during transportation will be implemented as needed based on climatic and site conditions;

- Timely removing particulate matter deposited on paved public roads, sidewalks, and bicycle and pedestrian paths to reduce mud and dust;
- Covering dirt, gravel, and debris piles as needed to reduce dust and wind-blown debris;
- Using water spray or other suppressants as necessary to prevent visible dust emissions and reduce emissions and deposition of particulate matter, particularly during demolition of concrete by mechanical methods;
- Promptly cleaning up spills of transported material on public roads by frequent use of a street sweeper machine;
- Routing and scheduling high volumes of Construction trucks to reduce delays to traffic during peak travel times to reduce air quality impacts caused by a reduction in traffic speeds;
- Scheduling work tasks to minimize disruption of the existing vehicle traffic on streets; and
- Locating Construction equipment and truck staging areas away from sensitive receptors and in consideration of other impacts such as noise.

c. Dust Control Framework Plan. The Met Council has developed a Dust Control Framework Plan for Civil West and Systems Construction, which will provide guidance to Construction Contractor(s) on appropriately achieving the Construction Dust Performance Standard during Construction. This Dust Control Framework Plan was provided to the University for review and approval on June 29, 2010 and was approved by the University prior to execution of the Agreement. The Met Council has provided the University with a Final Dust Control Framework Plan. Copies of the Final Dust Control Framework Plan will also be provided to the eventual Civil West and Systems Contractor(s). The Final Dust Control Framework Plan shall be deemed to be part of this Construction Management Program as if fully set forth herein.

d. Dust Control Plan. Within 20 business days of issuing notice to proceed to the Civil West Contractor and prior to the commencement of dust-generating activities for work along the East Bank of Washington Avenue, the Met Council will require its Contractor(s) to develop a Dust Control Plan for all construction activities, consistent with the Dust Control Framework Plan (see above). This Contractor's Dust Control Plan will be provided to the University for review and comment. The University will have 15 business days during which to comment on the consistency of the Contractor(s) Dust Control Plan with the approved Dust Control Framework Plan. Should written comments not be received within this 15 business day period, the Met Council may presume that the University has no comments. The Met Council will ensure consistency with the approved Dust Control Framework Plan and use its best efforts to accommodate all

University comments. In the event there is no agreement between the parties regarding the consistency of the Contractor(s) Dust Control Plan with the approved Dust Control Framework Plan, the parties agree to submit the matter to the same arbitrator agreed to under Section 5.1.B of the Agreement or, if no arbitrator has previously been selected, to an arbitrator selected as provided in Section 5.1.B of the Agreement.

e. Monitoring. Met Council will monitor Construction for dust and will ensure that the Contractors manage Construction such that the Construction Dust Performance Standard is not exceeded. Such monitoring will take place during times when high-dust-generating construction activities occur proximate to measurement locations identified on Exhibit 4 and those locations identified in the dust control plan submitted for the University's review and comment as required in Section V.N.1.c, above.

2. Odor. The Met Council will ensure that its Contractors comply with all federal, state, and local air quality provisions. Met Council will ensure that its Contractors use best management practices to control and minimize odors associated with the application of building materials, such as adhesives and coatings.

3. If dust or odor from Construction adversely impacts or is reasonably anticipated to adversely impact University operations, research, and teaching the Met Council will promptly take all actions necessary to stop or modify the activity causing the impact to allow the Met Council time to eliminate or minimize adverse impacts on University operations, research, and teaching.

O. Vibration.

1. Construction Vibration Performance Standard. The Construction Vibration Performance Standard is established in Section 5.1.B of this Agreement and is the lesser of either an RMS velocity level of 42 VdB or a PPV value 0.0005. During construction, it is anticipated that vibrations will exceed the Construction Vibration Performance Standard.

2. Principles for Mitigation of Vibration Caused by CCLRT Construction

a. The Met Council will use its best efforts to eliminate impacts from CCLRT construction on University research and will minimize those impacts that cannot be eliminated.

b. Other principles for mitigation are embodied in Section 5.1.B of the Agreement.

3. Pre-construction mitigation planning and implementation:

- a. Construction Schedule and Research Needs Program. In anticipation of construction impacts to research, the Met Council and the University will exchange information and work cooperatively as the Met Council and its contractors develop a detailed construction schedule and the University develops a Research Needs Program During Construction document containing a detailed assessment of the needs of its laboratories and research equipment tolerances during Construction and a schedule of research that may occur during Construction.

Consistent with Section V.D.3.b. and c., the Met Council will provide to the University its Contractor(s) proposed Construction Schedule as well as its Contractor(s) proposed Construction Activities Schedule for Civil West within 20 business days of issuing a notice to proceed. The University will concurrently be working on a Draft Research Needs Program During Construction (Research Needs Program) containing a detailed assessment of the needs of its laboratories, research equipment tolerances during construction, and research scheduling information. Upon receipt of the Contractor(s) Schedule and Construction Activities Schedule, the University will have 20 business days to refine its Draft Research Needs Program. Upon completion of the Final Research Needs Program (but no later than 20 business days from receipt of the Contractor(s) Schedule and Construction Activities Schedule) the University will provide to the Met Council their Research Needs Program and will at that time identify any issues whereby the Contractor(s) Schedule and/or Construction Activities Schedule are in conflict with the University's Research Needs Program.

Background vibration levels measured by the Met Council do not constitute a new Performance Standard nor alter the definition of Quantifiable Harm in the Agreement.

- b. Research Mitigation Plan for Construction Vibration. Within 20 business days of receipt of the University's Research Needs Program and comments on the Contractor(s) Schedule and Construction Activities Schedule, the Met Council, working with its Contractor(s), will develop and deliver to the University a Research Mitigation Plan for Construction Vibration (RMPCV), which will attempt to respond to all University-noted issues and will propose mitigation measures to address exceedances of the Construction Vibration Performance Standard which have the potential to result in adverse impacts to University research and research equipment. Mitigation measures may include a combination of construction and/or research scheduling remedies, changes to construction means and methods, site-based mitigation measures, or the relocation of research. Following delivery of the RMPCV to the University, the Met Council and the University will have 30 business days during which the parties will work together to develop a mutually-agreeable RMPCV that balances research needs against Project cost and schedule. In the event that no final

and mutually-agreeable RMPCV has been agreed to within the period the parties are working together, the parties agree to submit separately their final RMPCV to binding arbitration, pursuant to Section 5.1.B of this Agreement. The RMPCV will include, but not be limited to, use of the following mitigations:

i. Changing construction means and measures sufficiently to achieve a level of construction vibration that will not interfere with research. The Met Council will ensure that its Contractors use Construction methodologies designed to minimize Construction vibration, including, but not limited to the following:

- Route heavily loaded trucks away from sensitive University buildings;
- Conduct demolition, earth moving and compaction activities so that these activities do not simultaneously occur proximate to the buildings listed on Exhibit 1;
- Select demolition methods, as appropriate, that minimize vibration such as sawing pavement into sections that can be loaded rather than breaking pavement with impact tools; and
- Use large vibratory soil compaction equipment only as agreed to by the University in the RMPCV; use of hand-operated vibrating soil compaction equipment is acceptable.

ii. Coordinating construction and/or research schedules in order to eliminate or to minimize impacts to research. The University and the Met Council agree that scheduling of vibration-intensive Construction activities may be the most effective means of eliminating or reducing potential impacts from Construction vibration to the University's research or research equipment, especially for those laboratories located in close proximity to Washington Avenue. In recognition of this, the Met Council has drafted Civil West contract specifications requiring that the Contractor shall identify high-vibration activities near buildings in close proximity to Washington Avenue in its Construction Schedule and shall be prepared to modify Contractor work to accommodate the University's vibration-sensitive research work. Such modification of work may include:

- A "typical" construction work day is 8 hours, from 7:00 a.m. to 4:00 p.m. It may be desirable to modify this schedule, working a 16-hour day (from 7:00 a.m. to 11:00 p.m.) and potentially cutting the duration of impact to the University's sensitive spaces in half or to combine the

longer hours with less than 5 days per week of construction activity on Washington Avenue near affected buildings.

- Another potential scheduling remedy would be to conduct high-vibration CCLRT construction activities near the University's sensitive spaces outside of business hours (e.g., from 6:00 p.m. to 6:00 a.m.) This would avoid impacts to researchers who typically conduct their activities during the business day. Implementing this solution would greatly reduce and potentially eliminate all impacts to EECS, MCB and Hasselmo Hall (see last mitigation action), but would require extensive lighting and relatively greater noise and vibration during nighttime hours.
- Requiring all-day, 24-hour operations may be a solution in those immediate locations (particularly at Amundson and Jackson halls) where both high- and moderate-vibration construction activities could interfere with research equipment or research. However, this alternative would only be initiated if it meets the objectives of the University research and is practical for the Contractor(s) to implement for certain locations and durations.
- The University has indicated its intention to relocate the 7 NMRs located in the basement space (Rm. 1-130) of Hasselmo Hall. Given the importance of this equipment to University research and the fact that it is generally used on a 24-hour basis, the CCLRT project could, working with its Contractor(s), identify means of limiting construction activities in proximity to this space until such time as the move has been effected (March 1, 2012).

- iii. Relocating research equipment within the existing laboratory or building to eliminate or minimize impacts to research.
- iv. Employing site-based mitigation (e.g., installing a vibration-isolation table) to eliminate or minimize impacts to research equipment and/or activities.
- v. Moving research beyond the anticipated zone of excessive impact.

4. Pre-Construction Survey. Before starting Construction, the Met Council will conduct a pre-Construction survey of all University buildings adjacent to the Temporary Easement Areas defined in the Temporary Construction Easement. The University may be present during this survey. The Met Council will without charge promptly provide a copy of the resulting materials and reports, if any, to the University; the University will have 14 days in which to confirm the report(s) accuracy. If the University fails to provide comments on the report(s) within the 14 day period, the submitted reports will be deemed approved by the University.

If the University provides comments on the report within the 14 day period, the University's subsequent approval will not thereafter be unreasonably withheld, conditioned or delayed. The purpose of this pre-Construction survey will be to identify any pre-existing cosmetic or structural damage. The University will provide reasonable access to its buildings to facilitate the completion of this survey.

5. Activities During Construction.

- a. Monitoring. The Met Council will monitor vibration occurring during Construction at up to three locations identified by the University in each of the buildings listed on Exhibit 1. The total number of locations identified by the University shall not exceed 15. Such monitoring will be sufficient to provide to the Met Council and the University reliable data of Construction vibration levels as soon as possible. The Met Council will ensure that the vibration monitoring equipment is operated continuously during Construction hours in buildings identified in Exhibit 1 that are near active or ongoing construction. Weekly reports of monitoring activities will be provided to the University.
- b. Construction Communications with Researchers. Communicating with University researchers regarding construction activities and potential impact to University research equipment and research will be on an ongoing basis. The Met Council will hold weekly Civil West construction meetings. It is recommended that the University establish a time during the week for a standing meeting of researchers to communicate project schedules, particularly any potential high-vibration activities occurring, and other issues of concern. If the University chooses to initiate such a meeting, the Council's Authorized Representative (CAR) or a designee, the vibration monitoring Consultant, and a CCPO Environmental Services staff person would be invited to attend such meetings
- c. Mitigations during construction. The construction contractor will be required to take the following measures during construction to mitigate vibration impact during the project:
 - i. Notify the CAR as to when and where all Civil West construction activities on the East Bank campus are scheduled to be performed in order to coordinate these times with the University's construction coordinator and the researchers and staff at the vibration sensitive buildings listed in Exhibit 1.
 - ii. If the University reports that its research is impacted or is anticipated to be impacted, the Met Council and the University will review the monitoring data as well as the research data and tolerances, as well as the Construction reports to confirm whether such impact was caused by or is anticipated to be caused by

construction. In the event that the RMPCV has been followed and adverse effects to research are identified, the construction contractor will be required to mitigate vibration levels.

- iii. If the construction contractor cannot adequately mitigate vibrations using the steps above, the Met Council and the University shall implement the remedies specified in 5.1.B of the Agreement.

P. Noise.

1. General Daytime Noise. The Met Council will ensure that its Contractors keep noise on the University Campus during Construction below 85 dBA – 8 hour Leq at 50 feet from the source or the nearest building, whichever is less.
2. General Nighttime, Sunday, Holiday Noise. It is presumed that Project construction will take place on weekdays between the hours of 7:00 a.m. and 10:00 p.m. In the event that nighttime and/or weekend hours will be required for Project-related construction activities, the Met Council or its Contractor will obtain the University's Representative's approval and the appropriate noise variance from the City of Minneapolis.
3. Monitoring. Met Council will ensure that its Contractors monitor noise on the University Campus so that noise from Construction does not cause an 8 hour Leq of 85 dBA measured at 50-feet from the source or the nearest building, whichever is less.

Q. Utilities.

1. The Met Council will use its best efforts to ensure that utility service will be continuously maintained to the University Campus during Construction, except during momentary "cut over" periods that the Met Council and the University jointly coordinate. If utilities are to be relocated or otherwise impacted during Construction, the Met Council will ensure that adequate provisions are made to supply all necessary, suitable, and uninterrupted substitute utilities to the University Campus to permit the University to carry out its mission without interruption. The Met Council will pay all costs and expenses resulting from relocation of University owned utilities including steam, electricity, networking and telecommunication, storm water and sanitary sewer.
2. No work will be performed on University owned property without obtaining University utility location information from the University's Office of Engineering Records and notifying the University Building Code Division. The University will provide such information in a timely manner.
3. The Met Council will mitigate impacts to University utilities by implementing at least the following actions:

- Met Council will establish and provide to University general utility relocation and protection methods for crossings and installations;
- Met Council will use utility company base maps (including University base maps for University-owned utilities) as the primary source of the utility information and conduct a program of field surveys and reconnaissance to check accuracy of utility locations before construction. Conduct potholing activities at key locations in coordination with the affected utility, and request that utility companies (including University) review the accuracy of the base maps, which review will be timely conducted;
- Met Council will continue to meet, coordinate, and collaborate closely with both public and private utilities (including University) to minimize impacts to utilities during construction, including minimizing service disruptions and acceptable and safe relocation of manholes and other maintenance access points;
- Met Council will work with Xcel Energy to maintain energized electrical lines to provide continuous service to the University during construction (unless otherwise agreed-to with the University) and to maintain clearances of temporary and permanent overhead lines and poles according to the National Electric Safety Code;
- Met Council will develop and provide to the University a contingency plan to address any potential utility service disruptions during construction, and notify the University of planned disruptions, if any;
- Met Council will seek University approval for all utility outages on the University Campus so as to minimize disruptions to University facilities, including University of Minnesota Medical Center, Fairview and the Radisson hotel; and
- Met Council will comply with city, state and written University requirements and procedures, as applicable, for utility construction, inspection, and operation; coordinate relocations and large service connections with various utilities.

R. Environmental/Hazardous Substances. See the Temporary and Permanent Construction Easements.

VI GENERAL PROVISIONS

Unless the context clearly indicates otherwise, wherever this Construction Management Plan states that a party “will” perform an act, such party has a duty to do so.

VII EXHIBITS

Exhibits 1-2 are incorporated by reference and hereby made a part of this Construction Management Program.

EXHIBIT 1
Vibration-Sensitive Buildings for Monitoring by the Met Council

Amundson Hall
Electrical Engineering/Computer Science Building
Hasselmo Hall
Jackson Hall
Kolthoff Hall
Moos Tower
Smith Hall
Weaver Densford
717 Delaware
MCB

EXHIBIT 2
Buildings for Dust Monitoring at Air Intake Areas

Amundson Hall
Electrical Engineering/Computer Science Building
Hasselmo Hall
Jackson Hall
Kolthoff Hall
Moos Tower
Weaver Densford
MCB

EXHIBIT C
GRANTOR'S REQUIREMENTS

1. Environmental Management policy and supporting procedures, available at:
<http://www.policy.umn.edu/Policies/Operations/Safety/ENVIRONMENT.html>
2. Construction Standards, available at:
<http://www.cppm.umn.edu/standards.html>
3. Policies applicable to use of University property including policies related to drug-free campus, distributing publications and installing banners, the possession and carrying of weapons, smoking, and trademarks, logos, colors and seals, all available at:
<http://www.policy.umn.edu/>
4. Parking policy available at:
<http://www1.umn.edu/pts/files/Parking%20policy%20complete.pdf>
5. Traffic Regulation Ordinances available at:
<http://www1.umn.edu/regents/trafficordinance.html>

EXHIBIT E
Temporary Construction Easement for
Construction of Advanced Traffic Improvements

**EASEMENT FOR CONSTRUCTION OF
ADVANCED TRAFFIC IMPROVEMENTS**

THIS EASEMENT FOR CONSTRUCTION OF ADVANCED TRAFFIC IMPROVEMENTS ("Agreement") is entered into on the date of last signature below (the "Effective Date") by and between Regents of the University of Minnesota, a Minnesota constitutional corporation ("Grantor") and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Grantee").

WHEREAS, Grantor is the owner of certain real property at the University of Minnesota Twin-Cities Minneapolis Campus, Hennepin County, Minnesota ("Grantor's Property"); and

WHEREAS, Grantee will be using certain defined areas on Grantor's Property for the construction of traffic mitigation measures for the Central Corridor Light Rail Transit ("LRT") project ("Project") at various locations on Grantor's Property, including, but not limited to the following work ("Grantee's Work"): (1) construction of roadway, curb, gutter, sidewalks, traffic signals, striping and signage, as more specifically defined in plans and specifications prepared by AECOM and Kimley-Horn and Associates, Inc. dated December 14, 2009, with addendum #1 dated January 10, 2010, provided to Grantor and on file at the Grantee's Central Corridor Project Office (the "Plans and Specifications") and as described on Exhibit A, all of which is being done in order to accommodate changes needed for the construction and operation of the Central Corridor LRT Project, and (2) Grantor-requested construction work described on Exhibit B; and

WHEREAS, In order to perform Grantee's Work, Grantee requires temporary use of Grantor's Property pictorially depicted on Exhibit C attached hereto (the "Temporary Easement Areas"); and

WHEREAS, Grantee therefore desires to obtain from Grantor a temporary easement over and across the Temporary Easement Areas for Grantee's Work; and

WHEREAS, Grantor agrees to grant to Grantee a temporary easement under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby fully incorporated into this Agreement) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

1.1 Grantor grants to Grantee a temporary easement ("Advanced Traffic Improvements Easement") subject to: (a) all terms, conditions, and requirements of the agreement by and between Grantor and Grantee dated April 21, 2010, attached as Exhibit D ("CCLRT Agreement"), the Construction Management Program attached as Exhibit E, and this Agreement; (b) any and all existing restrictions, covenants, easements, licenses, permits, leases and other encumbrances relating to the Temporary Easement Areas; (c) all applicable federal,

state, and local laws, regulations, ordinances, rules, and requirements; and (d) applicable Grantor ordinances, rules, policies, procedures, and requirements, including without limitation, Grantor's Storm Water Compliance Procedure.

1.2 Grantor has made no representation whatsoever to Grantee concerning the condition of the Temporary Easement Areas or the nature or extent of Grantor's ownership interest therein. Grantee accepts all rights granted under this Agreement in an "AS IS, WHERE IS" and "WITH ALL FAULTS" condition, and subject to all limitations on Grantor's rights, interests, and title to the Temporary Easement Areas.

2. Term.

The Advanced Traffic Improvements Easement shall begin on April 16, 2010, and end on December 15, 2010 (the "Term"). Grantee's rights, but not obligations, under this Agreement shall end with respect to portions of the Temporary Easement Areas on the date that Grantee completes Grantee's Work in those portions in accordance with the schedule attached as Exhibit F. Promptly after the Term, Grantee shall provide to Grantor written notice in recordable form of termination of this Agreement.

3. Use of the Easement Areas.

3.1 Grantee and its contractors and consultants shall perform Grantee's Work in a good, safe, and workmanlike manner. Grantee shall keep the Temporary Easement Areas in an orderly condition.

3.2 Grantee and its contractors and consultants shall comply with all applicable federal, state, local laws, statutes, regulations, ordinances, rules, orders, requirements, and decisions and applicable Grantor ordinances, rules, policies, procedures and requirements in their use of the Temporary Easement Areas. Grantee and its contractors and consultants shall obtain all necessary permits and approvals required for construction of Grantee's Work including, without limitation, permits for parking, traffic control, excavating, obstructing public-right-of-ways, accepting deliveries and environmental permits. Grantee and its contractors and consultants shall obtain any permits required for excavation, grading and/or construction work to be performed on Grantor's Property from Grantor's Building Code Official or as otherwise directed by Grantor's Building Code Official. Grantee shall provide to Grantor's Department of Environmental Health and Safety for review and comment a copy of all applications for environmental permits required for execution of Grantee's Work, including without limitation, National Pollution Discharge Elimination System and/or State Disposal System Stormwater Permit for Construction Activity, at least 20 days before Grantee submits the same to the applicable regulatory agency. The application shall include the Central Corridor LRT Project Storm Water Pollution-Prevention-Plan, including documentation of compliance with Grantor's Storm Water Compliance Procedure.

3.3 Grantee and its contractors and consultants shall construct and install Grantee's Work and Grantor-requested work (as described in Exhibit B) in conformity with the Plans and Specifications. Modifications to and deviations from the Plans and Specifications for the

Grantor-requested work and modifications and deviations from the Plans and Specifications for Grantee's Work that can reasonably be expected to have a material impact on the University must be approved by the Grantor as provided in Section 4.2 below. Grantee agrees to immediately notify Grantor of any changes to the Plans and Specifications for work on Grantor's Property. The Plans and Specifications have been prepared under Grantee's direction and for its purposes. The inspection, review, comment, and/or approval by the University regarding the Plans and Specifications and any changes thereto are solely for the University's own purpose of determining whether such conform with the requirements of this Agreement and its exhibits. No inspection, review, comment, or approval by the University pursuant to this Agreement shall constitute the assumption of, nor be construed to impose responsibility for the legal, architectural, engineering or other sufficiency of the matter inspected, reviewed, commented on, or approved. In particular, but without limiting the generality of the foregoing, in approving changes to the plans and specifications, Grantor is not warranting or guaranteeing that the Plans and Specifications or changes thereto comply with applicable laws or this Agreement and Grantor reserves all rights to insist on full compliance with applicable laws and this Agreement.

3.4 Within 120 days after the end of the Term, Grantee shall without charge furnish Grantor with "as-built" drawings and specifications of any improvements installed on Grantor's Property. Drawings shall be in AutoCAD or ESRI GIS format (plan view only in GIS). Drawings shall include GIS coordinates for underground utilities and structures. AutoCAD drawings shall include any customized Plot Style Tables (.ctb or .stb) or line types (.lin) and shall not require links to other drawings.

3.5 Grantee, at its sole cost and expense, shall ensure security and safety in the Temporary Easement Areas during the Term. At a minimum, Grantee shall maintain safety cones and hazard tape delineating areas off-limits to the public.

3.6 Grantee shall use its best efforts to minimize interference with or damage to Grantor's Property. Grantee shall use reasonable efforts to complete Grantee's Work expeditiously. Grantee, at its sole cost and expense, shall promptly restore to Grantor's reasonable satisfaction any damage to Grantor's Property arising from or related to Grantee's use of the Temporary Easement Areas pursuant to this Agreement.

3.7 Grantee shall use its best efforts to minimize interference with access and use of the Temporary Easement Areas by Grantor and its faculty, students, staff or other invitees.

3.8 Promptly after the earlier of the end of the Term or completion of Grantee's use of any portion of the Temporary Easement Areas in accordance with the schedule attached as Exhibit F, Grantee, at its sole cost and expense, shall: (a) remove all equipment and other property placed upon the affected portion of the Temporary Easement Areas by Grantee or its contractors or consultants; (b) remove all debris resulting therefrom; and (c) in coordination and consultation with the Grantor, restore the affected portion of the Temporary Easement Areas to an acceptable condition for Grantor's intended use and subject to Grantor's reasonable satisfaction.

3.9 Grantee shall not allow any mechanics', material suppliers', and other liens arising out of any work, labor done, services performed, or materials furnished for Grantee or its contractors or consultants or claimed to have been furnished for Grantee or its contractors or consultants to be perfected against the Temporary Easement Areas.

3.10 Grantee shall be solely responsible for all costs and expenses related to its use of the Temporary Easement Areas.

3.11 If Grantor and Grantee have not executed a definitive agreement consistent with the CCLRT Agreement related to the construction and operation of the Project by August 1, 2010, then Grantee shall promptly return that portion of the Temporary Easement Area depicted in crosshatching on Exhibit G by August 30, 2010, to the same condition, including appearance, as existed prior to Grantee's construction, as reasonably determined by the University.

4. Reservation of Rights.

4.1 Grantor reserves the right to occupy and use the Temporary Easement Areas and to inspect Grantee's use thereof and in any manner consistent with the rights granted herein. Notwithstanding anything to the contrary in this Agreement, Grantor reserves the right to inspect any activities of Grantee in any Temporary Easement Area for any reason, including without limitation, to determine compliance with Environmental Laws (as defined below) and applicable Grantor ordinances, rules, policies, procedures, and requirements, including without limitation, Grantor's Storm Water Compliance Procedure.

4.2 Proposals for changes in construction to the Grantee's Work (including any addition to, modifications of, or deviation from the Plans and Specifications, including time schedules) shall except in emergencies be submitted in writing to Grantor for approval. Submissions shall be in such detail as Grantor may reasonably require, and Grantor's review period shall not be deemed to have commenced until such requirements have been met. Following the Grantee's submission of proposed amendments to the Plans and Specifications, Grantor shall have 5 business days in which to approve or disapprove them. If Grantor disapproves the proposed amendments within this 5-day period, Grantor shall state its reasons for such disapproval. With regard to any matters of which Grantor disapproves, Grantee shall resubmit the proposed amendments, altered in an effort to remove the basis for such disapproval. All resubmissions and subsequent approvals or disapprovals thereof shall be made and given in accordance with the procedure for the original submission. If Grantor fails to approve or disapprove any Grantee submission for approval within the 5-day period, Grantee's submission shall be deemed approved by Grantor.

5. Condition of the Premises/Environmental.

5.1 Definitions. For purposes of this Agreement:

"Environmental Laws" means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any

Hazardous Substances, environmental protection, or health and safety, as now or may at any time hereafter be in effect and as amended from time to time, as well as the regulations adopted and promulgated thereunder, including without limitation: the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et seq.; the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, 42 U.S.C. Section 6901 et seq.; and the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B.

"Hazardous Substance" means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws; (ii) petroleum, petroleum products, and by-products, including crude oil and any fractions thereof; (iii) natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos or any material that contains any hydrated magnesium silicate minerals that crystallize as bundles of long, thin fibers that readily separate when broken or crushed; (v) radon; (vi) any other hazardous or radioactive substance, material, contaminant, pollutant, or waste; (viii) any substance with respect to which any federal, state, or local Environmental Law or governmental agency requires environmental investigation, monitoring, or remediation; and (vix) any other substance or material now or in the future deemed to be hazardous, dangerous, toxic, or a pollutant or contaminant under any Environmental Laws.

"Release" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching, or migration of a Hazardous Substance into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers, or other closed receptacles containing any Hazardous Substance), or into or out of any Temporary Easement Area, including the movement of any Hazardous Substance through the air, soil, surface water, groundwater, or property.

5.2 Grantee represents that it has inspected the Temporary Easement Areas and enters into this Agreement with knowledge of their condition. Grantee shall determine the suitability of the Temporary Easement Areas for Grantee's intended use, including without limitation geotechnical, structural, environmental, and health or safety conditions. Grantee acknowledges that this Agreement does not contain any implied warranties that Grantee or Grantee's contractors or consultants can successfully use the Temporary Easement Areas to perform Grantee's Work.

5.3 The parties acknowledge and agree that Grantee may encounter pre-existing Releases of Hazardous Substances in its use of the Temporary Easement Areas. With respect to such pre-existing Releases of Hazardous Substances, Grantee agrees that it shall be responsible for: (a) all costs associated with any response action to address such Hazardous Substances on the Temporary Easement Areas; and (b) all costs associated with any response action to address such Hazardous Substances that have come to be located elsewhere on Grantor's Property outside of the Temporary Easement Areas, which is a direct and proximate result of the

Grantee's Work, not the Grantor-requested non-negligent construction, but only if the United States Environmental Protection Agency and/or the Minnesota Pollution Control Agency order or otherwise require a response action with respect to the Grantee Work to address such Hazardous Substances.

5.4 Grantee is conducting a drilling investigation (Phase II Environmental Site Assessment "ESA") for the entirety of the Central Corridor LRT Project, including the Temporary Easement Areas. Using the results of the drilling investigation, Grantee will be preparing a Construction Contingency Plan ("CCP") and Response Action Plans ("RAPs") for management of contaminated material that may be encountered during construction of the Central Corridor LRT Project. Grantee will submit the CCP and the RAPs specific to the Temporary Easement Areas to Grantor's designated environmental representative for review, comment, and approval prior to submitting the CCP and RAPs to the Minnesota Pollution Control Agency ("MPCA") for review and approval. Grantee will implement the approved CCP and RAPs to obtain written assurances and liability protections from the MPCA with respect to contaminated material encountered on Central Corridor LRT Project rights-of-way during construction. Grantee shall ensure that Regents of the University of Minnesota are named as Successors or Assigns to any statutory liability assurance letter(s) received from the MPCA related to the Temporary Easement Areas. If, during implementation of the approved CCP and RAP, Grantee collects samples of materials from the Temporary Easement Areas, Grantee shall provide to Grantor, at Grantor's request, splits of any samples of materials collected, so that Grantor may undertake independent testing and analysis of the sample material.

5.5 Grantee shall provide to Grantor without charge electronic copies of any test results and reports it or its contractors or consultants obtain pertaining to the Temporary Easement Areas. All test results and reports shall be sent to the University of Minnesota, Real Estate Office, 424 Donhowe Building, 319 15th Avenue Southeast, Minneapolis, MN 55455-0199 prior to submission to any regulatory agency. Grantor may comment separately on said results and reports to any regulatory agency, but shall not alter any submission from Grantee to any regulatory agency.

5.6 Grantee shall not—and shall ensure that its contractors do not—violate any Environmental Laws, including but not limited to those governing the Release, use, storage, generation, treatment, transportation, disposal, or handling of Hazardous Substances.

5.7 Grantee, in implementing its approved CCP and RAPs in the Temporary Easement Areas, shall notify Grantor (i) if the Grantee encounters a previously unidentified Hazardous Substance; (ii) if a Hazardous Substance is Released on or from the Temporary Easement Areas; (iii) of a violation of any Environmental Laws; (iv) of an inspection or inquiry by any governmental agency with respect to the Grantee's use of the Temporary Easement Areas; or (v) if the Grantee receives any notice from any governmental agency alleging that any Environmental Laws have been violated by the Grantee or Grantee's contractors with respect to the Grantee's use of the Temporary Easement Areas.

5.8 Grantee shall provide to the Grantor, at its request, all documents evidencing the Grantee's compliance with National Pollution Discharge Elimination System ("NPDES") or State Disposal System Stormwater Permit for Construction Activity requirements, including but

not limited to the preparation and implementation of a Stormwater Pollution Prevent Plan ("SWPPP") and associated maintenance records. In addition, Grantee shall provide to Grantor documentation of compliance with Grantor's Storm Water Compliance Procedure. The Grantee shall make the documents available to the Grantor at an appropriate time in the Central Corridor LRT Project development process and at appropriate intervals thereafter, as mutually agreed-upon by the parties, as maintenance and inspection records become available. The Grantee shall submit to the Grantor a final summary report on all the above activities within thirty (30) days after substantial completion of construction of the Central Corridor LRT Project.

5.9 If Grantee fails to perform its obligations under this Section, Grantor shall have the right, but not the obligation, to perform Grantee's obligations and charge Grantee for the costs and expenses reasonably incurred by Grantor in doing so. Grantee shall reimburse Grantor for all such costs and expenses within thirty (30) days after receipt of an invoice therefore accompanied by supporting data in a form to reasonably evidence the costs in question. If Grantee disputes any aspect of the invoice (a) Grantee shall within the 30-day period notify Grantor in writing stating the specific reasons for Grantee's dispute and pay to Grantor all undisputed amounts; and (b) the parties shall within 60-days after Grantee's receipt of the invoice meet to resolve the issue. If the parties do not reach an agreement at the meeting, or if Grantee fails to make payment of the amount agreed to within 30 days of the meeting, then Grantor shall have the right to pursue remedies as provided in Section 8.

6. Indemnification, Insurance.

6.1 Indemnification. It is Grantor's and Grantee's intent that, except as otherwise provided in this Agreement, Grantee shall be solely responsible for any and all injury, loss, damage, claim, demand, liability, penalty, and fine, including costs and attorneys' fees ("Claims") and associated defense costs arising from Claims asserted against Grantor as a result of Grantee's Work. Provided, however, the indemnities in this Section are not intended to release or relieve Grantor of responsibility for liability arising from the conduct of Grantor, its employees and agents.

6.1.1 Tort Claims. Subject to the liability limits contained in Minnesota Statutes Chapter 466 and Section 3.736, Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all Claims by third parties arising from or related to the acts or omissions of Grantee or Grantee's employees, officers, consultants, contractors, agents, and invitees.

6.1.2 Other Claims, Including Claims for Breach of Agreement. Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all Claims arising from or related to Grantee's breach of Agreement, including without limitation, (a) Grantee's or its contractors' or agents' failure to comply with Environmental Laws, (b) any Release or threatened Release of a Hazardous Substance by Grantee or its contractors or agents on or about the Temporary Easement Areas, (c) any response action associated with any pre-existing Release of a Hazardous Substance on the Temporary Easement Areas and encountered in Grantee's Work; and/or (d) any response action associated with any pre-existing Release of a Hazardous Substance that has come to be

located elsewhere on Grantor's Property outside of the Temporary Easement Areas, which is a direct and proximate result of the Grantee's Work, not the Grantor-requested non-negligent construction, and encountered in Grantee's Work, but only if the United States Environmental Protection Agency and/or the Minnesota Pollution Control Agency order or otherwise require a response action to address such Hazardous Substances.

6.1.3 Defense. Grantee agrees to assume the defense of Grantor with legal counsel acceptable to Grantor, whose acceptance shall not be unreasonably withheld, in all proceedings, demands, or claims against Grantor arising out of or related to this Agreement. Grantee shall pay all defense costs, including attorneys fees, expert fees, and costs, incurred directly or indirectly for such proceedings, demands, or claims. Grantee may settle any proceeding, demand, claim, loss, penalty, and the like subject to Grantor's approval, which shall not be unreasonably withheld.

6.1.4 Survival. The foregoing indemnifies, duty to defend, and release shall survive expiration or earlier termination of this Agreement.

6.1.5 CCLRT Agreement and Construction Management Program. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit Grantee's obligation to perform and comply with all terms and conditions of the CCLRT Agreement and Construction Management Program, including without limitation, their performance standards.

6.2. Insurance.

6.2.1 Grantee's Insurance Requirements: Grantee, at its sole cost and expense, shall obtain and keep in force during the Term the following insurance:

a. Occurrence based general liability insurance using ISO form CG 00 01 12 04, covering claims arising from operations under this Agreement with limits required in Minnesota Statutes Section 466, as amended (currently \$500,000.00 per person and \$1,500,000.00 per occurrence). Products and Completed Operations coverage must be maintained for at least three years after the Agreement's effective date.

b. Business Automobile Liability Insurance. Using ISO form CA 00 01 contractual liability coverage equivalent to that provided in the 1990 and later editions with a minimum limit required in Minnesota Statutes Section 466, as amended (currently \$500,000.00 per person and \$1,500,000.00 per occurrence) for bodily injury and property damage. Coverage shall apply to all owned, hired, and non-owned automobiles.

c. Workers Compensation Insurance. Workers' compensation insurance in compliance with all statutory requirements of the State of Minnesota.

d. Employer's Liability Insurance. Limits of \$100,000.00 bodily injury by disease per employee; \$100,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

e. Grantee shall provide to Grantor prior to this Agreement's effective date fully executed Certificates of Insurance, or letter of self-insurance, evidencing that it has the required coverage.

f. Grantee may self-insure with respect to the requirements of this Section.

6.2.2 Grantee's Contractors' and Consultants' Insurance Requirements.

a. Grantee shall require its contractors and consultants to obtain and keep in force during the Term the following insurance:

Commercial General Liability	\$5,000,000 each occurrence \$5,000,000 products/completed operations aggregate \$5,000,000 general aggregate – per project
Commercial Automobile Liability	\$5,000,000 any one accident or loss
Workers Compensation	Statutory Limits
Employer's Liability, including Stop Gap, Jones Act and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease – policy limit \$1,000,000 disease – each employee
Contractor's Pollution Liability	\$5,000,000 per occurrence/claim
Professional Liability/Errors & Omissions – Engineering & Design Services	\$5,000,000 each claim/annual aggregate

b. Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or its equivalent and include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Contractual Liability (applying to the obligations in Section 6.1.3), Independent Contractors, and Products-Completed Operations and shall not exclude coverage for Explosion, Collapse, & Underground (XCU). The General Aggregate shall apply on a Per Project basis. Coverage shall be maintained for a period of three (3) years after completion of Grantee's Work. Regents of the University of Minnesota will be named as an Additional Insured; utilizing ISO Forms CG 20 26 07 04 and CG 20 37 07 04 or equivalent.

c. The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles. Regents of the University of Minnesota shall be named as Additional Insured. Coverage shall include endorsements covering Pollution Liability – Broadened Coverage (CA 99 48 or equivalent) and the Motor Carrier Act – MCS90.

d. Contractor's Pollution Liability Insurance will cover bodily injury, property damage, environmental damage, loss of use of property, governmental ordered remediation costs, completed operations and defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages, as a result of pollution conditions (including mold and fungi) arising from Contractor's operations under the Agreement, (a) at the Temporary Easement Areas, (b) in the course of transporting materials to or from the Temporary Easement Areas, or (c) at or emanating from disposal sites to be on a claims made basis. Claims-made provisions, if any, must include an extended reporting period that is equal to the completed operations extension of five (5) years after the end of the Term. Regents of the University of Minnesota shall be named as Additional Insured for claims arising out of the acts or omissions of Grantee's Contractor or Consultant or anyone else for whom Grantee is responsible. If the policy is written on a claims-made basis, then any Retroactive Date must be the earlier of (i) Contractor's performance of Work for Grantee or (ii) the effective date of Grantee's contract with Contractor.

e. Professional Liability/Errors & Omissions must be maintained for the duration of the Work, including an extended reporting period of three (3) years beginning from the time that the Grantee's Work is completed. Any retroactive date on such Professional Liability policy shall be prior to the commencement of Grantee's Work and this Agreement.

f. All policies shall provide: (i) that the policy will not be canceled, restrictively modified, or non-renewed without at least thirty (30) days' prior written notice to Grantor, provided that a ten (10) day prior notice requirement may apply in the event of cancellation due to non-payment of premium; (ii) that the policy is primary and any insurance maintained by Grantor is excess and non-contributory; and (iii) a Waiver of Subrogation in favor of Regents of the University of Minnesota. All policies shall be written by insurance companies with a current AM Best Rating of A-/VII or better, authorized to do business in Minnesota or otherwise as deemed acceptable to Grantor.

g. Certificates of Insurance (Accord Form 25 or equivalent), including additional insured endorsements, shall be filed with Grantor prior to the Effective Date in a form acceptable to the Grantor and shall provide satisfactory evidence that the Grantee has complied with all insurance requirements.

7. Taxes and Fees.

7.1 Grantee shall pay when due all taxes, assessments, and governmental charges, if any, levied or assessed by third-parties against the Temporary Easement Areas or arising out of Grantee's use of the Temporary Easement Areas. In the event that the Grantor during the Term becomes aware of or receives a statement for such a tax, assessment, or charge, it shall give Grantee written notice of the same and forward to Grantee a copy of any such statement. Grantee has the right to protest any such tax, assessment, or charge payable with respect to the Grantor's Property. Grantor shall give the Grantee during the Term, written notice prior to commencing any tax protest. Grantor agrees to join in such reasonable protest to the extent required by law; provided, however, Grantor shall not be required to incur any out-of-pocket expense or cost in doing so.

7.2 If Grantee pays fees, assessments, charges and/or taxes of any kind to any government agency(ies) in connection with the design and/or construction of Grantee's Work, Grantee shall pay fees, assessments, charges, and/or taxes to Grantor on the same basis that it pays other government agencies.

8. **Default.** The term "Event of Default" shall mean any failure by Grantee to observe or perform any material covenant, condition, obligation or agreement to be observed or performed by Grantee under this Agreement, the CCLRT Agreement, and/or the Construction Management Program. Whenever any Event of Default occurs, Grantor may exercise the following remedies immediately in the event of danger to human health or the environment or, for any other Event of Default, after providing thirty (30) days written notice to Grantee, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, Grantee fails to provide assurances reasonably satisfactory to Grantor that the Event of Default will be cured within a reasonable period of time:

- a. Terminate this Agreement if the Event of Default is a material term of this Agreement and if monetary damages and injunctive relief or other equitable relief are insufficient to remedy the default; or
- b. Take affirmative steps as necessary to establish compliance with applicable covenants, conditions, obligations or agreement at Grantee's expense; or
- c. Seek specific performance of the unperformed obligations.

Grantor's remedies set forth in this Section shall be in addition to, and not in limitation of, any other remedies that Grantor may have at law, in equity, or under the CCLRT Agreement or Construction Management Program.

9. **Notices.** A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and

- a. in the case of Grantor, is addressed or personally delivered to:

Regents of the University of Minnesota

c/o Real Estate Office
319 15th Avenue SE, Suite 424
Minneapolis MN 55455
reo@umn.edu

and

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

and

University of Minnesota
Attn: Parking and Transportation Services
300 Transportation Safety Building
511 Washington Ave. S.E.
Minneapolis, MN 55455

b. in the case of Grantee, is addressed or personally delivered to:

Regional Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

With a copy to:

Office of General Counsel
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

or at such other address with respect to either such party as that party may, from time to time, designated in writing and forward to the other as provided in this Section.

10. **Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

11. **Severability.** If any provision of this Agreement is declared invalid, illegal or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement and the remainder of this Agreement shall otherwise remain in full force and effect.

12. **Law Governing.** This Agreement will be governed and construed in accordance with the laws of Minnesota.

13. **Assignment.** Grantee may not transfer or assign its rights under this Agreement without Grantor's prior written consent.

14. **Survival.** Notwithstanding anything to the contrary, to the extent applicable, such as with respect to indemnity provisions, the terms of this Agreement shall survive expiration or termination of the Advanced Traffic Improvements Easement.

15. **Authority.** Each of the undersigned parties represents and warrants that it has full authority to enter into this Agreement, and each individual signing this Agreement on behalf of a corporation or other entity hereby represents and warrants that he or she has full authority to sign on behalf of and to bind that party thereby.

16. **Incorporation by Reference.** Exhibits A-G are incorporated by reference and hereby made a part of this Agreement.

17. **Amendment.** This Agreement may be amended only by a written instrument executed by both Grantor and Grantee.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Grantor and Grantee execute this Agreement.

Regents of the University of Minnesota

Metropolitan Council

By: Kathleen O'Brien
Name: KATHLEEN O'BRIEN
Title: Vice President
Date: 4/21/10

By: [Signature]
Name: Thomas H. Wexler
Title: Regional Administrator
Date: 4-21-10

EXHIBIT A

DESCRIPTION OF ADVANCED TRAFFIC IMPROVEMENTS

The Met Council shall design and construct the following improvements:

- East River Parkway & Delaware Street/Pleasant Street (loop road around the Weisman Museum)
 - Install a traffic signal at the East River Parkway/Delaware Street intersection.
 - Stripe for the southbound left turn lane on East River Parkway.
 - Construct Delaware Street to three full lanes for the entire ramp length (Delaware Street is currently about two lanes wide).
 - Reconstruct intersection at Delaware Street/Pleasant Street to all-way stop control with "free" right toward East River Parkway.
- The following Improvements to accommodate increased traffic on East River Parkway in the area of Harvard Street:
 - Connect East River Parkway approach from the west directly to Fulton Street SE.
 - Connect East River Parkway approach from the east so it "T's" in to the new connection and is side street stop control.
 - Construct an eastbound left turn lane on East River Parkway at Harvard Street
 - Construct a southbound left turn lane on Harvard Street.
 - Mill and overlay within the intersection area.
 - Install an all-way stop sign control at East River Parkway and Harvard Street.
- Arlington Street & Pleasant Street
 - Install a traffic signal on black painted pedestal poles.
 - Construct an eastbound right turn lane on Arlington Street.
 - Install University of Minnesota standard Acorn lights in area to meet required lighting levels.
- East River Parkway & Arlington Street
 - Construct a northbound "free" right turn lane on East River Parkway.
 - Install an all-way stop sign control.
- 4th Street SE & 17th Avenue SE
 - Stripe the northbound left turn lane on 17th Avenue SE.
 - Modify the traffic signal to add protected left turn phase.

- Beacon Street Extension
 - Construct Beacon Street between Walnut St and Harvard St (two lane road).
 - Reconstruct Beacon Street between Union and Harvard.

- Harvard Extension
 - Construct Harvard Street extension between Beacon Street and Pillsbury Street.
 - Mill and overlay Harvard Street between Washington Ave and Beacon St and re-stripe to create a two-way roadway.
 - Install a traffic signal at Harvard and Beacon Street

- Delaware Street & Harvard Street
 - Install a traffic signal.
 - Widen Harvard Street at Delaware.
 - Stripe turn lanes at the intersection (northbound left, southbound left, and westbound right).

EXHIBIT B

GRANTOR REQUESTED WORK

Grantee, at its cost, shall design the following: a realignment of Beacon Street between Union and Harvard streets and associated relocation of utilities. This work shall be added to Grantee's Project bid documents as add alternates. During final design, Grantor shall have the right to request that Grantee construct any or all of such work, all at Grantor's cost and expense.

Grantor, at its cost, will design and provide to Grantee plans, specifications, and a cost estimate for the following work: (1) storm water infiltration systems under Beacon Street between Union Street and Walnut; and (2) electrical duct bank section under Harvard Street. This work would be added to Grantee's Advanced Traffic Improvements construction contract by a change order, the cost of which shall be borne by the Grantor. Once Grantee negotiates such a change order with its contractor that is satisfactory to the University, Grantee will cause its contractor to construct such work.

If requested by Grantor, Grantee shall construct the above work contemporaneously with Grantee's construction of the Advanced Traffic Improvements.

**EXHIBIT C
TEMPORARY EASEMENT AREAS**

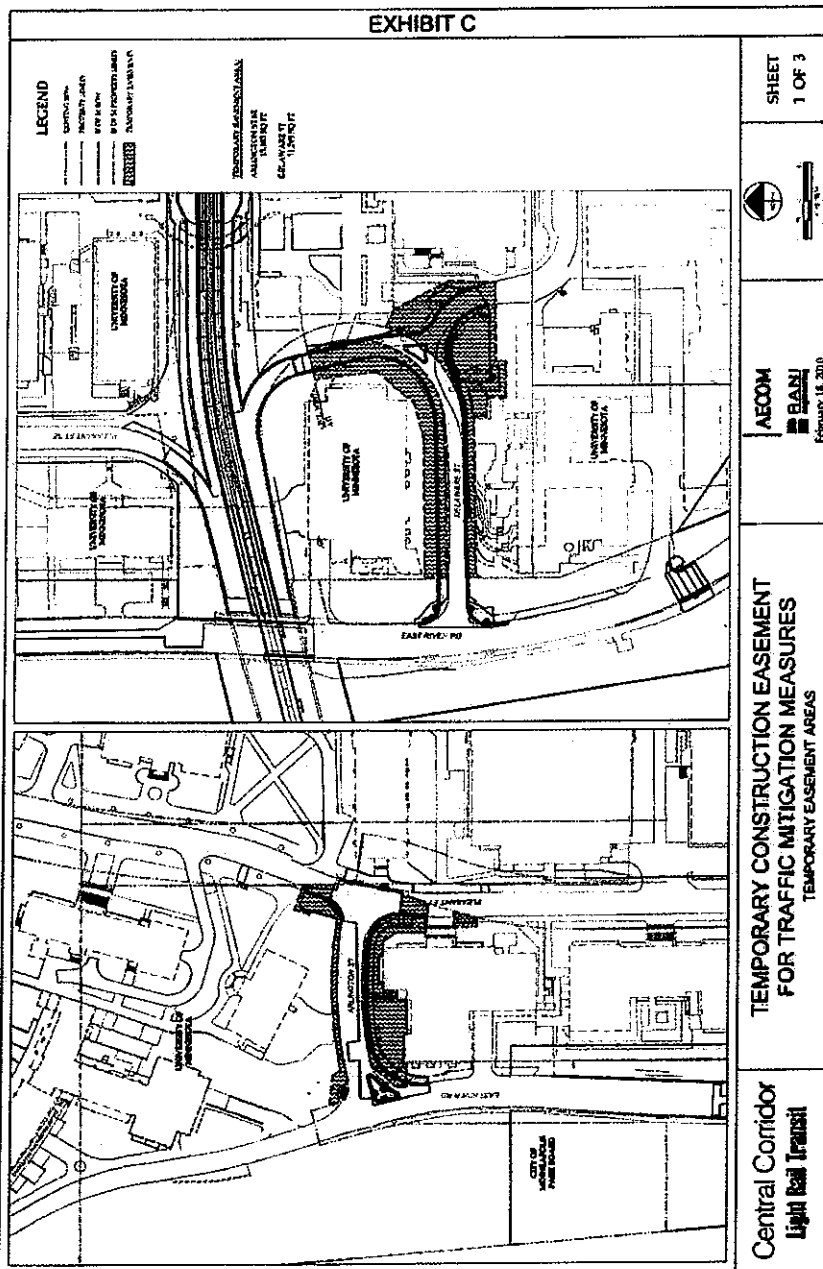
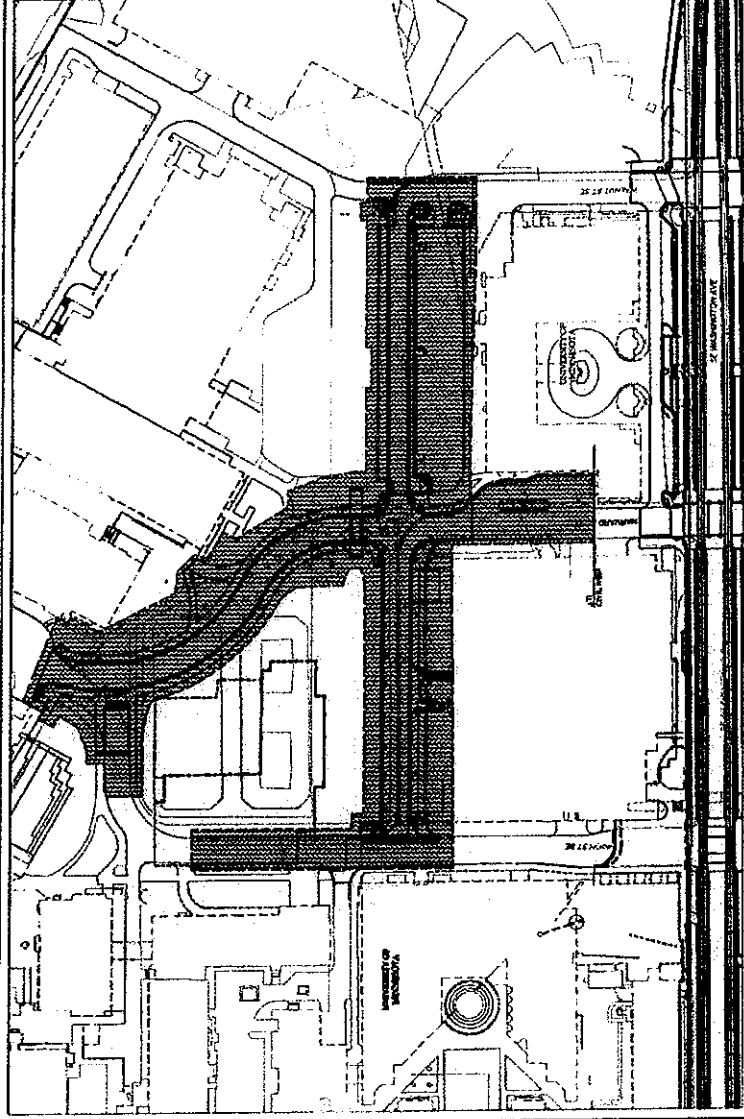


EXHIBIT C

LEGEND

- EXISTING NEW
- EXISTING LIGHT
- EXISTING DARK
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SHEET
2 OF 3



ACOM
BANI
February 18, 2010

TEMPORARY CONSTRUCTION EASEMENT
FOR TRAFFIC MITIGATION MEASURES
TEMPORARY EASEMENT AREAS

Central Corridor
Light Rail Transit

EXHIBIT D
CCLRT AGREEMENT

EXHIBIT E

CONSTRUCTION MANAGEMENT PROGRAM FOR ADVANCED TRAFFIC IMPROVEMENTS

I. Overview

The purpose of this Construction Management Program is to minimize or eliminate negative impacts to the University of Minnesota ("University") Minneapolis campus from the Metropolitan Council's ("Met Council") design and construction of Advanced Traffic Improvements.

II. Principles Related to the Mitigation of Construction Impacts

This Construction Management Program has been developed to achieve the following objectives, mutually agreed to between the Met Council and the University:

- A. The Met Council will minimize or eliminate construction impacts and disruptions so that the University's ability to carry out its mission is maintained;
- B. The Met Council will maintain access to the University Campus and neighboring communities during Project construction;
- C. The Met Council will maintain access to the University's clinics, University of Minnesota Medical Center/Fairview ("UMMC/Fairview") hospital and clinics, and the Radisson hotel, including emergency access to the Fairview University hospital; and
- D. The Met Council shall protect the safety of the University's faculty, staff, students, and visitors to the University Campus.

III. Definitions

- A. "Advanced Traffic Improvements" means traffic mitigation measures including roadway, curb, gutter, sidewalks, traffic signals, striping and signage within or near the University Campus, as described in Agreement Exhibit I.
- B. "Agreement" means the agreement for the Central Corridor Light Rail Transit Project dated April 21, 2010 between the University and the Met Council.
- C. "CCLRT" or "Central Corridor LRT" means Central Corridor Light Rail Transit.
- D. "Construction Contract" means contract between the Met Council and its Contractor(s) for the construction of the Advanced Traffic Improvements.
- E. "Contractor" means any general construction contractor or subcontractor hired by Met Council for the Advanced Traffic Improvements.

F. "Construction" means work the Met Council or its Contractors shall perform in constructing the Advanced Traffic Improvements.

G. "Construction Vibration Performance Standard" means vibration caused by Construction in excess of the lesser of either an RMS velocity level of 42 VdB or a PPV value of 0.0005 in/second as measured at specified locations identified in buildings listed on Exhibit 2.

H. "Permits" means all permits, leases, licenses, agreements, franchises, and approvals required for the design and/or construction of all or any portion of the Advanced Traffic Improvements, including environmental permits and all necessary traffic control Permits.

I. "Temporary Construction Easement" is the easement by which the Met Council has authority to construct the Advanced Traffic Improvements on the University Campus.

J. "University Campus" means the University's Minneapolis campus as depicted on Exhibit 4.

IV. Construction Contract Terms and Conditions

A. At least seven days before a Construction Contract is awarded, the Met Council shall submit to the University for review and comment its Construction Contract terms and conditions. The University will have five business days during which to comment on the Construction Contract terms and conditions. Should written comments not be received during this 5-day comment period, the Met Council will presume that the University has no comments with the Construction Contract terms and conditions.

B. The Met Council will include in its Construction Contract terms and conditions all terms and conditions of this Construction Management Program. The Met Council will include the Construction Contract terms and conditions, as revised based on the University's comments.

C. The Met Council will ensure that its Contractors comply with the Construction Contract terms and conditions and this Construction Management Program.

V. Construction/Construction Contract Management

A. Approvals; Authority; Acceptance

1. The Met Council will obtain and comply with the terms and conditions of all Permits and real property rights required for Project design and/or Construction as agreed to in the Agreement.

2. The University Building Code Division is the authority having jurisdiction on University property. The University Building Code contains the same provisions as the Minnesota State Building Code. The University may be delegated authority by other

jurisdictions and owners over portions of rights-of-way within or adjacent to (but not owned by) the University.

3. The Met Council will be responsible for acceptance of the Project and will coordinate such acceptance with the University, Hennepin County, and the City of Minneapolis.

B. Safety. Met Council shall ensure safety related to or in connection with Construction in areas on and adjacent to the University Campus. A Project Construction site safety plan will be developed by the Contractor delineating hazard control methods and procedures for the Construction Contract that includes the University Campus. The Met Council will provide the site safety plan to the University promptly after the Met Council's receipt from its Contractor(s).

C. Weekly Progress Meetings and Public Outreach Communications

1. The Met Council will conduct weekly Construction progress meetings. The University will be invited to attend and participate in the weekly progress meetings to communicate construction issues affecting the University Campus and will be provided opportunity for input on issues affecting the University Campus.

2. The Met Council will prepare a public outreach communication plan appropriate to the anticipated effects of the Project and commensurate with projects of similar magnitude. The communication plan will include the following:

- the creation and maintenance of a Project website;
- establishment of an effective community and University Campus outreach and communication program to inform affected persons and entities of Project construction issues;
- the provision of information to the University on current Project construction and other information relevant to faculty, staff, students, and visitors;
- provision of a 24-hour a day hotline telephone number through which complaints about construction activities can be made; and
- the Met Council's Contractors will be required to support the Met Council in its public involvement program.

D. Consultation and Coordination Measures

1. **Construction Coordination.** The Met Council will designate a single point of contact to work with the University on all Construction issues as they affect the University Campus (the "Met Council's Representative"). The University will designate a single point of contact to work with the Met Council on all Construction issues as they affect the University Campus (the "University's Representative").

2. **Fire-Life Safety.** The Met Council will establish a Fire-Life Safety Committee to

coordinate emergency response and public safety issues among affected jurisdictions and service providers during Construction. The University will be represented on that committee and will be provided opportunity for input on issues affecting the University Campus.

3. **Schedules.** Met Council agrees and understands how important it is to the University to know Contractors' schedules for Construction. To provide to the University as much notice and predictability as possible, the Met Council agrees to the following:

a. **Preliminary Schedule.** The Met Council prepared a preliminary schedule, a copy of which is attached to the Advanced Traffic Improvement Easement as Exhibit F. Following Construction Contract award, but before Construction begins, the Met Council shall meet with the University to review the Met Council's Contractor's proposed schedule and to discuss potential impacts to the University Campus from Construction and the University's rights and remedies due to any impacts.

b. **Contractor's Schedules.** Promptly upon Met Council's receipt from its Contractor(s), the Met Council will submit to the University a copy of the Contractors' schedule(s) ("Contractor's Schedule") for review and comment. Within 10 days after receipt of the Contractors' proposed Contractor's Schedules, the University will have the right to identify any potential adverse impacts on the University from such schedule. Within two days after the Met Council's receipt of the University identified impacts, the University and the Met Council shall meet to resolve such impacts. If the identified impacts are not resolved through this meeting, the University shall the rights and remedies set forth in this Construction Management Program.

c. **Construction Activity Schedules.** Before beginning Construction, the Met Council and its Contractor(s) will develop a Construction Activities Schedule in close consultation with the University. This consultation will consist of discussions with the University's Representative and other staff as desired by the University. The Construction Activities Schedules will identify the sequencing of Construction activities for all significant planned Construction activities on the University Campus, including demolition activities; estimated dates for commencement and completion of Construction for each major phase of the Project; and times and duration of vibration. Within 10 days after the University's receipt of the Construction Activities Schedule(s), the University will have the right to identify any adverse impacts on the University. The Met Council and the University will promptly meet to resolve such impacts. If the identified impacts are not resolved through this meeting, the University shall the rights and remedies set forth in this Construction Management Program. All Construction Activity Schedules will be consistent with the terms of this Construction Management Program, the Agreement, and the Temporary Construction Easement.

d. The Met Council will ensure that its Contractor's adhere to the schedules provided to University.

e. **Schedule Changes.** If during Construction the Met Council desires to depart from the Construction Activity Schedule as it relates to dust and/or vibration within the buildings identified in Exhibit 2 or noise occurring in the ATI Temporary Easement Areas with

the exception of the 17th Avenue and 4th Street area, the Met Council will consult with the University in agreeing to a revised schedule. For all schedule changes that will impact the University, the University shall have the rights and remedies set forth in this Construction Management Program.

f. Sunday, Holidays. Construction will not be performed by the Met Council or its Contractors on the University Campus on a Sunday or State holiday without the University's Representative's written approval.

E. Event Days. The University has provided to the Met Council a list of Event Days that must be included in the Contractor's Schedule and Construction Activities Schedule. The Met Council and its Contractors will develop such schedules so as to minimize disruption to University Campus activities on Event Days. Met Council and University agree that the following are Event Days:

1. University Football Games. Comprises days on which the University football team is playing at the TCF Bank Stadium. The Met Council and its contractors will minimize construction activities on University Football Game days so that access to the University Campus and the football game itself are not adversely impacted.
2. Spring Commencement Ceremonies. Comprises commencement ceremonies held during the months of May and June. The Met Council and its Contractors will minimize Construction activities during commencement days so that access to the University Campus and the commencement ceremonies themselves are not adversely impacted.
3. University Welcome Week "move-in" days. Comprises the first two days of Welcome Week. The Met Council and its Contractors will minimize Construction activities during move-in days so that access to the University Campus and student move-in are not adversely impacted.
4. Finals week and Study Day – Fall and Spring Semester Terms. Comprises finals and study day held during the month of December for the Fall semester term and during the month of May for the Spring semester term. The Met Council and its Contractors will minimize noise from Construction activities during study and final days so that the University Campus and study and final days are not adversely impacted.
5. A U2 Concert at TCF Bank Stadium on June 27, 2010.
6. Other Event Days. The University will notify the Met Council as soon as possible, but no later than five days in advance of an additional five events per calendar year. The Met Council and its Contractors shall minimize noise and maintain access to the University Campus so as not to adversely impact the events.

F. Review Meetings. The University's Representative or its designee(s) will be invited to attend all Project progress meetings regarding Construction on or adjacent to the University Campus held by the Met Council with its Contractors on the Project.

G. Reports and Formal Presentations. The Met Council will timely prepare and deliver to the University written reports and minutes of meetings held by the Met Council with its Contractors as they affect the University Campus. The Met Council will make such presentations regarding the Project as the University may, from time to time, reasonably request.

H. Access. Upon prior notice, the Met Council will, at all times, permit the University to visit and inspect Project work on the University Campus for any reasonable purpose, including pre-burial locating of utilities. Met Council will provide safe and reasonable access.

I. Quality Control. The Met Council will develop a Quality Assurance Plan for the Project, including specific context related to vibration and electromagnetic interference mitigation systems. The Met Council's Contractors will develop a Quality Control Plan subject to the Met Council's approval for the Project. All Construction on the University Campus will be carried out in accordance with these plans. The Met Council shall make these plans available for University review. The University's Representative or its designee will have the right to monitor Construction of the Project as it affects the University Campus for the purpose of determining compliance with the Quality Assurance and Quality Control Plans and to report concerns to the Met Council's Representative.

J. Coordination with Other Work. Future University Construction identified in the University's annual Capital Plan and amendments thereto may impact Project construction. The University and the Met Council will coordinate their activities for adjacent construction work so as to minimize delay or additional expense to the other.

K. Drawings Reflecting Actual Construction. The Met Council and its Contractors will provide to the University's Representative or its designee(s) reasonable and appropriate access to and the right to copy Project plan sheets as they affect the University, including a master set of record drawings, supplementary drawings, change order drawings, or any other drawings that reflect the Project as it is designed and constructed on the University Campus.

L. Traffic and Access

1. Traffic Control.

a. Traffic Control Plan. The Met Council will ensure that its Contractors develop traffic control plans before any Construction begins on or near the University Campus to minimize additional vehicle emissions from diverted traffic and to facilitate access to University facilities during Construction. Traffic control plan will provide for traffic control measures during Construction, including providing adequate and appropriate signage. These traffic control measures may also include traffic control officers and/or flaggers directing traffic particularly on

Event Days and when necessary as a result of Construction-related activities on the University Campus.

b. Traffic Control Schedules.

i) Met Council shall cooperate with, and ensure that its Contractors cooperate with, the University in the control and management of traffic access on the University Campus and adjacent public streets in and around the Project area in order to reduce impact to classes, keep pedestrian and vehicular access open, and coordinate the Project vehicle access routes with other activities on the University Campus.

ii) Two months prior to the beginning of the Fall 2010 academic term, Met Council shall require and ensure that its Contractors prepare a beginning-of-term traffic control schedule and Project vehicle access routes based on the anticipated Construction activities for the Project during that term. The University shall meet, as required, with Met Council, the Road Authorities, and relevant Contractors to develop the beginning-of-term traffic control schedules.

iii) Met Council shall require and ensure that all relevant Contractors prepare three-week-look-ahead traffic control schedules and Project vehicle access routes based on the anticipated construction activities during each three-week period for the Project. The Met Council will provide these schedules to the University and the Road Authority, if not the University. The University and any Road Authority shall require and ensure that any of their relevant contractors prepare similar three-week-look-ahead schedules and routes when activities of their contractors may impact the Project.

2. **Signage.** The traffic control plan will include a signage component developed in cooperation with the University to identify reasonable access routes during Construction to University facilities, including continuous access to the University's clinics, UMMC/Fairview hospital and clinics, and the Radisson hotel. This may include temporary reflective truck prohibition signs on streets with a high likelihood of cut-through truck traffic. In order to enhance visibility during nighttime work hours, lighted or reflective signage will be used to direct Construction drivers to truck haul routes.

3. **Contractor Parking, Construction Staging and Construction Truck Routes.** The traffic control plan will identify proposed access routes into and out of the Construction area. Routes will be chosen to minimize adverse impacts on the University. During Construction, the University will allow parking for up to ten primary Project personnel vehicles at no cost to the Met Council or its Contractors at designated areas agreed to by the Met Council and the University. The University will allow temporary parking for properly identified testing and inspection vehicles and for properly identified delivery and removal vehicles related to Construction activities for the Project. It is anticipated that this program of parking for Construction personnel will be managed through the issuance of parking permits from the University to the Met Council, which the Met Council shall disburse to Project personnel. General Construction worker parking associated with the Project will be allowed on University property at locations designated by University provided that the University is directly compensated at prevailing rates for said parking.

4. **Emergency Access.** The Met Council will maintain, and ensure that its Contractors maintain, emergency access to, from and through the University Campus during Construction. During Construction, the Met Council will work with the University and coordinate with other jurisdictions to ensure reliable emergency access is maintained and alternate plans or routes are developed to avoid delays in response times.

5. **Transit Service and Delivery Truck Access.** During Construction, the Met Council will use its best efforts to ensure that bus service and truck delivery to the University Campus is maintained. The Met Council will coordinate with area transit providers and intercity service providers serving the University Campus, including Metro Transit, suburban transit providers, Metro Mobility, and the University to minimize disruptions to bus facilities and service. In addition to posting signage in advance of transit or route changes, the dissemination of information about re-routes and transit stops will be coordinated with the University.

6. **Pedestrian and Bicycle Access.** During Construction, (a) through Construction work areas and (2) to and from all University facilities, the Met Council and its Contractor(s) will maintain reasonable American with Disabilities Act accessible access, as well as reasonable and safe access for pedestrians and bicycles. The Met Council and its Contractor(s) will provide clear signage and safe rerouting for pedestrians and bicycles around Construction areas.

M. Visual and Aesthetics

The Met Council will maintain and ensure that its Contractors maintain Construction areas as required by the Temporary Construction Easement. Temporary lighting impacts will be reduced by shielding light sources to minimize direct views from residence halls, hospital rooms, classrooms and the Radisson hotel and by aiming and shielding light sources to reduce spillover lighting in such areas, as necessary.

N. Air Quality

The Met Council will implement best management practices to protect the air quality on the University Campus, both indoors and outdoors. All elements of the air quality provisions will comply with the air quality mitigation measures discussed in the Project's final environmental impact statement and with federal, state, and local laws. Construction, operation, and maintenance vehicles will be routinely maintained to ensure that engines remained tuned and emission-control equipment is properly functioning as required by law. Additionally, no unnecessary idling of vehicles or Construction equipment will be allowed.

1. Dust.

a. **Mitigation.** The Met Council recognizes that University facilities have stringent air quality requirements that will require mitigation during Construction. Met Council shall limit dust from Construction to 5mg/m³ ("Construction Dust Performance Standard")

measured at the specific air intake locations of the buildings listed in Exhibit 3. Any dust resulting from Construction shall not exceed the Construction Dust Performance Standard.

b. The Met Council shall ensure that its Contractors satisfy the Construction Dust Mitigation Performance Standard at least in part through the following measures:

- Controlling visible emissions of dust and other Construction-related particulates such as welding fumes and products of combustion from Construction equipment by using best management practices such as applying water to exposed soils.
- Coordinating with the University to filter intake areas and reduce intake air volumes;
- Sequencing work to retain hard surface improvements for as long as possible during the demolition and removal phase of the Project;
- Keeping heavy truck and Construction equipment on hard surfaces to the maximum extent possible to minimize dust generation;
- Wetting materials in trucks, provide adequate freeboard (space from the top of the material to the top of the truck bed), or cover all trucks transporting materials to reduce emission and deposition of particulates during transportation;
- Timely removing particulate matter deposited on paved public roads, sidewalks, and bicycle and pedestrian paths to reduce mud and dust;
- Covering dirt, gravel, and debris piles as needed to reduce dust and wind-blown debris;
- Using water spray or other suppressants as necessary to prevent visible dust emissions and reduce emissions and deposition of particulate matter, particularly during demolition of concrete by mechanical methods;
- Promptly cleaning up spills of transported material on public roads by frequent use of a street sweeper machine;
- Routing and scheduling high volumes of Construction trucks to reduce delays to traffic during peak travel times to reduce air quality impacts caused by a reduction in traffic speeds;
- Scheduling work tasks to minimize disruption of the existing vehicle traffic on streets; and
- Locating Construction equipment and truck staging areas away from sensitive receptors and in consideration of other impacts such as noise.

c. **Dust Control Plan.** When the Met Council provides to the University its Contractors' Schedule(s), the Met Council shall simultaneously provide to the University for University's review and approval a plan to control Construction dust in conformance with requirements in Sections V.N.1.a. and b., including a description of the Construction dust monitoring required in Section V.N.1.d.

d. **Monitoring.** Met Council shall ensure that its Contractors monitor Construction to ensure that the Construction Dust Performance Standard is not exceeded. Such monitoring shall take place during times when high-dust-generating construction activities occur proximate to measurement locations identified in Exhibit 3 and shall be identified in the dust control plan submitted for the University's review and approval as required in Section V.N.1.c.

2. **Odor.** The Met Council will ensure that its Contractors comply with all federal, state, and local air quality provisions. Met Council shall ensure that its Contractors use best management practices to control and minimize odors associated with the application of building materials, such as adhesives and coatings.

3. If dust or odor from Construction adversely impacts or is anticipated to adversely impact University operations, research, and teaching as reasonably determined by University, the Met Council shall promptly take all actions necessary to stop Construction on or near the University Campus to allow the Met Council time to eliminate or minimize adverse impacts on University operations, research, and teaching.

O. Vibration.

1. **Pre-Construction Survey.** Before starting Construction, the Met Council will conduct a pre-Construction survey of University buildings adjacent to the Temporary Easement Areas, as described in Exhibit 2. The Met Council will without charge promptly provide a copy of the resulting materials and reports, if any, to the University; the University shall have 30 days in which to confirm the report(s) accuracy. The purpose of this pre-Construction survey will be to identify any pre-existing cosmetic or structural damage. The University will provide reasonable access to its buildings to facilitate the completion of this survey.

2. **Mitigation.**

a. During Construction, the Met Council will comply with the impact thresholds used to evaluate Construction vibration set forth in Table 4.7-11 of the Final Environmental Impact Statement for the Project and Federal Transit Administration vibration standards; provided, however, in no event shall vibration from Construction exceed the Construction Vibration Performance Standard unless agreed to in writing by University (e.g., as part of the Met Council's required vibration control plan).

b. The Met Council shall ensure that its Contractors satisfy the Construction Vibration Performance Standard at least in part by implementing the following:

i. When the Met Council provides to the University its Contractors' Schedule(s), the Met Council will simultaneously provide to the University for University's review and approval a vibration control plan for all Construction activities documenting expected vibration levels at all potentially impacted locations and indicating the levels of expected vibration, the anticipated duration of vibration, and specific means to control such vibration to comply with the Construction Vibration Performance Standard. Where various different Construction activities are expected to produce different levels of vibration, such activities will be so delineated with regard to maximum levels expected and duration. The vibration control plan shall also include (a) a description of all vibration causing Construction activities; (b) identification of all Construction equipment that will be used for each Construction activity and provide for each piece of equipment an estimate of the vibration levels associated with use of that equipment; and (c) a description of the Construction vibration monitoring system required in Section V.O.3.

ii. The Met Council will ensure that its Contractors to implement the following measures to minimize vibration resulting from Construction:

- The Met Council will ensure that its Contractors use Construction methodologies designed to minimize Construction vibration, including, but not limited to the following:
 - Route heavily loaded trucks away from sensitive University buildings;
 - Conduct demolition, earth moving and compaction activities so that these activities do not simultaneously occur proximate to the buildings listed in Exhibit 2;
 - Select demolition methods that minimize vibration such as sawing pavement into sections that can be loaded rather than breaking pavement with impact tools; and
 - Use large soil compaction equipment only as agreed to by the University in the vibration control plan; use of hand-operated vibrating soil compaction equipment is acceptable.
- The Met Council will ensure that its Contractors minimize the duration and extent of Construction-induced vibrations by staging Construction to shorten its duration in any given location; and
- In those instances where the University approves exceedances of the Construction Vibration Performance Standard, the Met Council will ensure that its Contractors accelerate Construction activities causing vibration levels above the Construction Vibration Performance Standard by adding shifts, as needed.

3. **Monitoring.** The Met Council will ensure that its Contractors implement all activities specified in the vibration control plan, as described in Section V.O.2.b.i. Monitoring of vibration shall take place during Construction at one location identified by University in each of the buildings identified on Exhibit 2. Such monitoring shall be sufficient to provide to the Met Council and the University real-time, reliable data of Construction vibration levels. The Met Council shall ensure that its Contractors operate such vibration monitoring equipment continuously during Construction hours in buildings identified in Exhibit 2 that are adjacent to active or ongoing Construction.

4. **Remedies.** If vibration from Construction adversely impacts or is anticipated to adversely impact University operations, research, and teaching as reasonably determined by University, the Met Council shall take all actions necessary to stop Construction on or near the University Campus to allow the Met Council time to eliminate or minimize adverse impacts on University operations, research, and teaching.

P. Noise.

1. **General Daytime Noise.** The Met Council will ensure that its Contractors keep noise on the University Campus during Construction below 85 dBA – 8 hour Leq measured at 50-feet from the source or the nearest building, whichever is less.

2. **General Nighttime, Sunday, Holiday Noise.** It is presumed that Project construction will take place on weekdays between the hours of 7:00 a.m. and 10:00 p.m. In the event that nighttime and/or weekend hours will be required for Project-related construction activities, the Met Council or its Contractor will obtain the University's Representative's approval and the appropriate noise variance from the City of Minneapolis.

3. **Monitoring.** Met Council will ensure that its Contractors monitor noise on the University Campus so that noise from Construction does not cause an 8 hour Leq of 85 dBA measured at 50-feet from the source or the nearest building, whichever is less.

4. **Remedies.** If noise from Construction adversely impacts or is anticipated to adversely impact University operations, research, and teaching as reasonably determined by University, the Met Council shall take all actions necessary to stop Construction on or near the University Campus to allow the Met Council time to eliminate or minimize adverse impacts on University operations, research, and teaching.

Q. Utilities

1. The Met Council shall use its best efforts to ensure that utility service will be continuously maintained to the University Campus during Construction, except during momentary "cut over" periods that the Met Council and the University jointly coordinate. If utilities are to be relocated or otherwise impacted during Construction, the Met Council will ensure that adequate provisions are made to supply all necessary, suitable, and uninterrupted substitute utilities to the University Campus to permit the University to carry out its mission without interruption. The Met Council shall pay all costs and expenses resulting from relocation of University owned utilities including steam, electricity, networking and telecommunication, storm water and sanitary sewer.

2. No work will be performed on University owned property without obtaining University utility location information from the University's Office of Engineering Records and notifying the University Building Code Division. The University will provide such information in a timely manner.

3. The Met Council shall mitigate impacts to University utilities by implementing at least the following actions:

- Met Council will establish and provide to University general utility relocation and protection methods for crossings and installations;
- Met Council will use utility company base maps (including University base maps for University-owned utilities) as the primary source of the utility information and conduct a program of field surveys and reconnaissance to check accuracy of utility locations before final design and construction. Conduct potholing activities at key locations in coordination with the affected utility, and request that utility companies (including University) review the accuracy of the base maps, which review will be timely conducted;

- Met Council will continue to meet, coordinate, and collaborate closely with both public and private utilities (including University) to minimize impacts to utilities during construction, including minimizing service disruptions and acceptable and safe relocation of manholes and other maintenance access points;
- Met Council will work with Xcel Energy to maintain energized electrical lines to provide continuous service to the University during construction (unless otherwise agreed-to with the University) and to maintain clearances of temporary and permanent overhead lines and poles according to the National Electric Safety Code;
- Met Council will develop and provide to the University a contingency plan to address any potential utility service disruptions during construction, and notify the University of planned disruptions, if any;
- Met Council will seek University approval for all planned utility outages on the University Campus so as to minimize disruptions to University facilities, including University of Minnesota Medical Center, Fairview and the Radisson hotel; and
- Met Council will comply with city, state and written University requirements and procedures, as applicable, for utility construction, inspection, and operation; coordinate relocations and large service connections with various utilities.

R. Environmental/Hazardous Substances. See the Temporary Construction Easement.

VI. Remedies. In addition to those remedies provided herein, remedies provided in the CCLRT Agreement shall apply to material breaches of this Construction Management Program.

VII. Exhibits. Exhibits 1-4 are incorporated by reference and hereby made a part of this Construction Management Program.

EXHIBIT 1 to EXHIBIT E

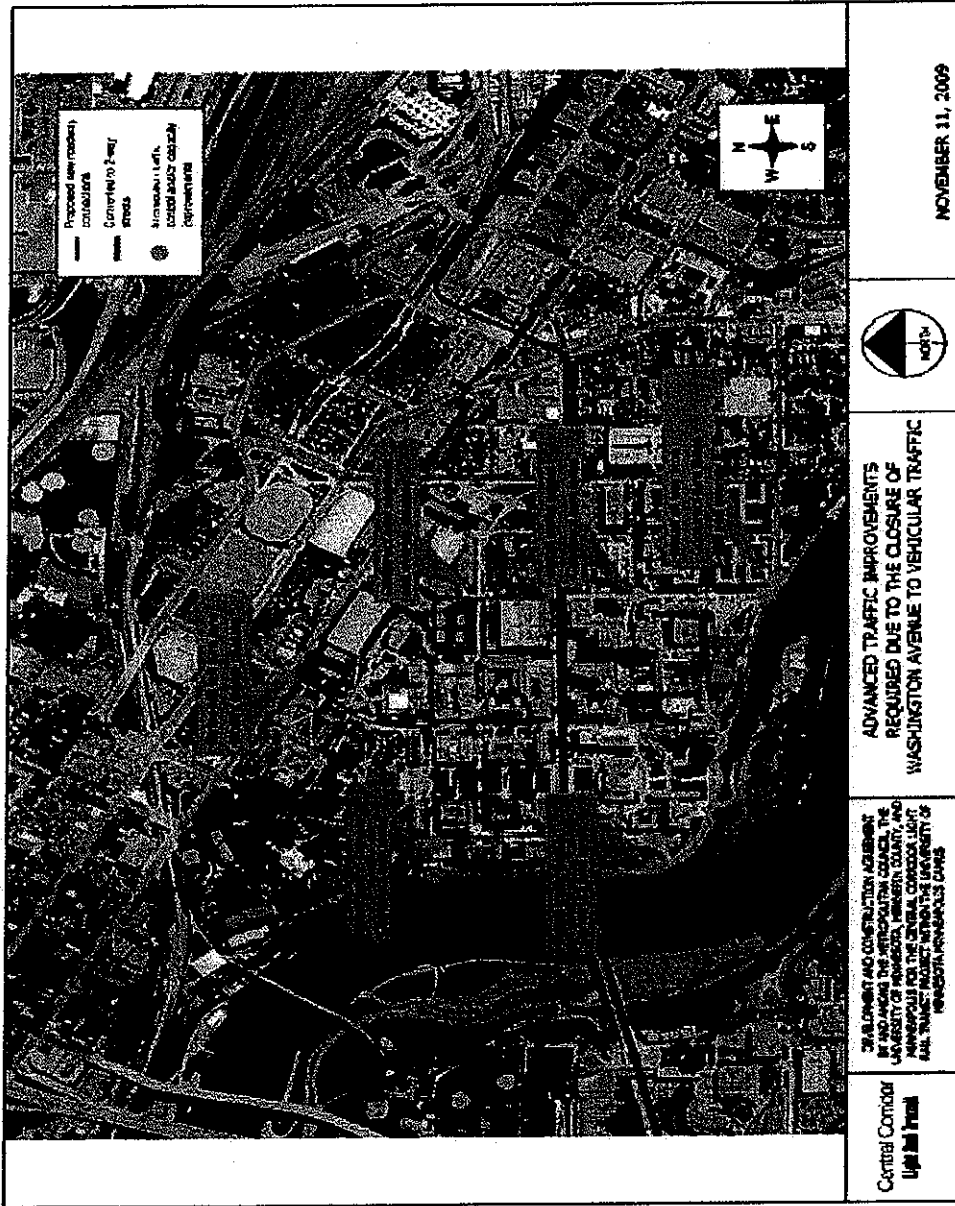


EXHIBIT 2 to EXHIBIT E
Vibration-Sensitive Buildings for Monitoring

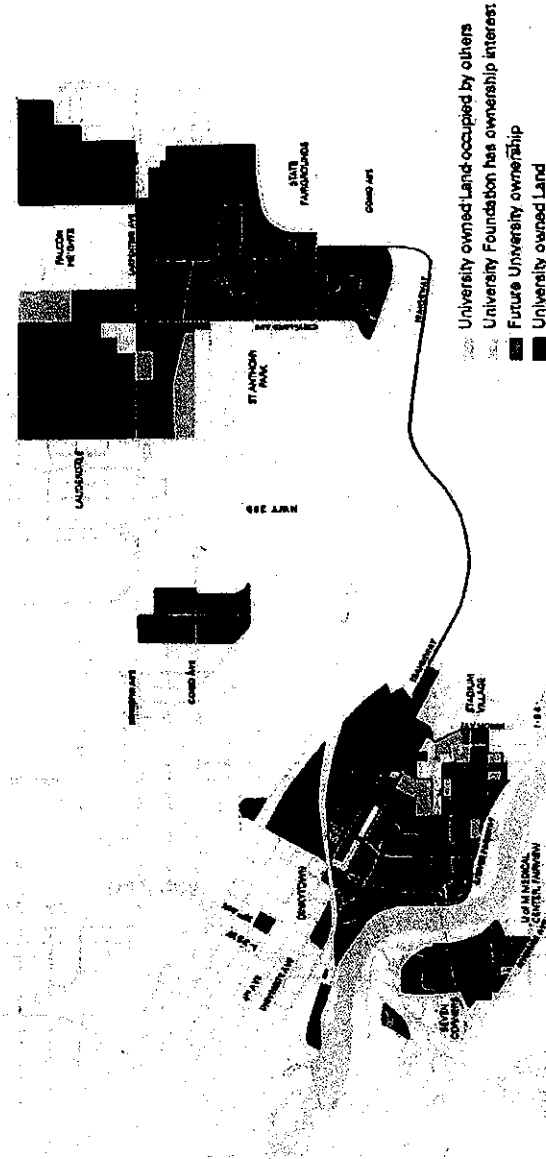
Akerman Hall
Shepard Laboratories
Electrical Engineering/Computer Science Building
VFW Cancer Research Center
Phillips Wangenstein
Moos Tower
Weaver-Densford

EXHIBIT 3 to Exhibit E
Buildings for Dust Monitoring at Air Intake Areas

Akerman Hall
Shepard Laboratories
Electrical Engineering/Computer Science Building
VFW Cancer Research Center
Phillips Wangensteen
Moos Tower
Weaver-Densford

EXHIBIT 4 to EXHIBIT E

University of Minnesota Twin Cities Campus



Campus Growth: Regatta Boundary

EXHIBIT F

SCHEDULE

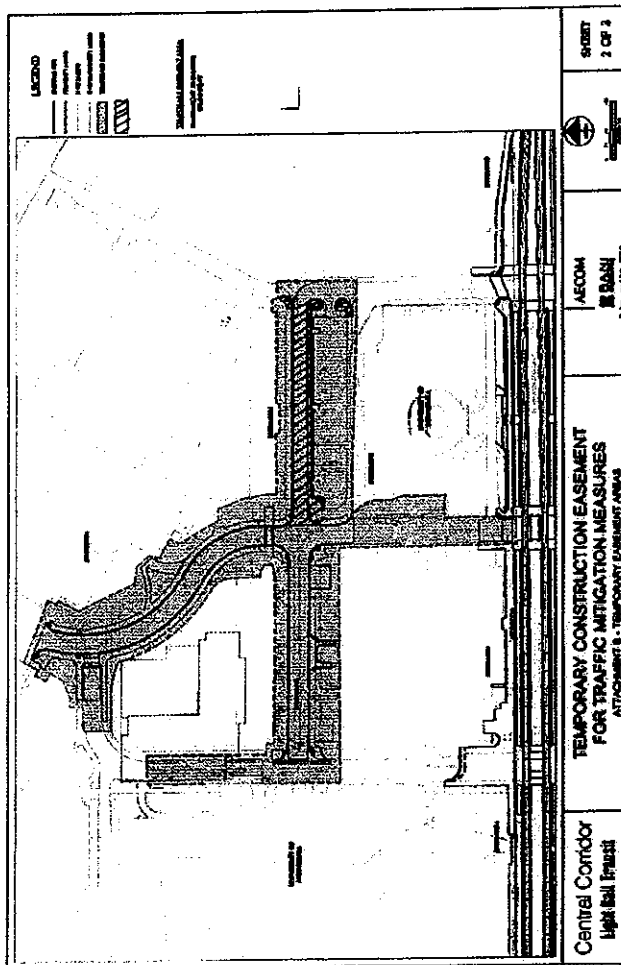
Phase 1: East River Road / Harvard / Fulton Streets Area
Harvard / Delaware Streets Area
Harvard Extension / Beacon Streets Area
4th Street SE/17th Avenue SE Area

Phase 2: Arlington / Pleasant Streets Area
Pleasant /Street / Delaware Street / East River Road Area

Contractor Notice to Proceed	April, 2010
Begin Phase 1	May 3, 2010
Stage 1	May 3–May 28, 2010
Stage 2	May 31–July 16, 2010
Substantially Completed Phase 1	July 16, 2010
Begin Phase 2	June 21, 2010
Substantially Complete Phase 2	September 3, 2010
Final Completion	November 15, 2010

EXHIBIT G

DRAFT 04.13.10



203033

EXHIBIT F
Easement Agreement (Permanent Easement)



UNIVERSITY OF MINNESOTA

University Agreement #E-61025

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into on the date of last signature below (the "Effective Date") by and between Regents of the University of Minnesota, a Minnesota constitutional corporation ("Grantor") and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Grantee").

WHEREAS, Grantor is the owner of certain real property at the University of Minnesota Twin-Cities Minneapolis Campus, Hennepin County, Minnesota ("Grantor's Property"); and

WHEREAS, Grantee will be using certain defined areas on Grantor's Property for the operation of the Central Corridor light rail transit ("LRT") project, all of which are legally described on **Attachment A** and depicted on **Attachment B** (generally, the "Easement Areas"); and

WHEREAS, Grantee desires to obtain from Grantor a non-exclusive light rail transit easement for the purpose of operating, maintaining, repairing, relaying, replacing, removing, and reconstructing a LRT system and appurtenant facilities; and

WHEREAS, Grantee desires to obtain from Grantor a non-exclusive wall maintenance easement to maintain and repair a retaining wall supporting part of the Easement Areas; and

WHEREAS, Grantee desires to obtain from Grantor a non-exclusive utility easement for utilities necessary for LRT operations; and

WHEREAS, Grantee desires to obtain from Grantor a non-exclusive access easement to maintain and repair its LRT utilities; and

WHEREAS, Grantor agrees to grant to Grantee such easements under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby fully incorporated into this Agreement) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

1.1 Grantor grants to Grantee, its successors and assigns, the following:

1.1.1 A non-exclusive LRT easement (the "LRT Easement") over (limited to twenty-five (25) feet above the top of the LRT tracks), under (limited to four (4) feet below the tops of the LRT tracks), and across that portion of the Easement Areas legally

described on **Attachment A** and depicted on sheets 1 and 2 of **Attachment B** ("LRT Easement Area") for the purpose of operating, maintaining, repairing, relaying, replacing, removing, and reconstructing a LRT system and appurtenant facilities.

1.1.2 A non-exclusive wall maintenance easement ("Wall Maintenance Easement") across that portion of the Easement Areas legally described on **Attachment A** and depicted by diagonal striping on sheet 3 of **Attachment B** ("Wall Maintenance Easement Area") to maintain, inspect, and repair the retaining wall depicted by criss-cross striping on sheet 3 of **Attachment B** ("Retaining Wall").

1.1.3 A non-exclusive utility easement ("Utility Easement") at the locations legally described on **Attachment A** and depicted on sheet 4 of **Attachment B** ("Utility Easement Area") for placement of the utilities that are identified on **Attachment C** all of which utilities are necessary for LRT operations ("LRT Utilities").

1.1.4 A non-exclusive access easement ("Access Easement") across that portion of the Easement Areas legally described on **Attachment A** and depicted on sheet 5 of **Attachment B** ("Access Easement Area") to install and maintain the LRT Utilities.

The LRT Easement, Wall Maintenance Easement, Utility Easement, and Access Easement are subject to (a) all terms, conditions and requirements of this Agreement and the Agreement for the Central Light Corridor Rail Transit Project through the University of Minnesota Twin Cities Campus between Grantor and Grantee dated September 30, 2010 ("CCLRT Agreement"); (b) all restrictions, covenants, easements, licenses, permits, leases and other encumbrances that are now of record relating to the Easement Areas; (c) all applicable federal, state, and local laws, regulations, ordinances, rules and requirements; and (d) the Grantor requirements that are identified on **Attachment D**, including the Grantor's Storm Water Compliance Procedure. Grantor may not grant an easement within the Easement Areas to a third party for any purpose that would materially adversely affect Grantee's ability to operate, maintain, repair or replace the LRT in the LRT Easement Area without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor shall establish monuments that assist in the location of the Easement Areas consistent with "best practices" for professional surveyors in Minnesota, taking into account the availability of "as-built" drawings prepared by Grantee and submitted to Grantor with respect to the LRT project.

1.2 Grantor has made no representation whatsoever to Grantee concerning the condition of the Easement Areas or the nature or extent of Grantor's ownership interest therein. Grantee accepts all rights granted under this Agreement in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition, and subject to all limitations on Grantor's rights, interests, and title to the Easement Areas.

2. Term. The term of this Agreement shall commence, and the granting of the rights herein (including the right to operate the CCLRT on the Easement Areas) shall be effective, upon the Met Council's delivery to the University of a copy of the fully executed Full Funding Grant

Agreement with the Federal Transit Administration for the CCLRT Project and completion of the certification process described in Section 4.5 of the CCLRT Agreement which shall occur on the later of (i) expiration of the time in which the University may make challenges to the Met Council's certifications, or (ii) final resolution of all University challenges to the Met Council's certifications. Upon satisfaction of the foregoing conditions, the term of this Agreement and the granting of the rights herein shall be effective, automatically with no further action by the parties. This Agreement is granted for the purposes of operating, maintaining, repairing, relaying, replacing, removing, and reconstructing the LRT system and appurtenant facilities in accordance with the terms and conditions of the CCLRT Agreement, the plans and specifications previously approved or commented upon by the University as provided in Article 4 of the CCLRT Agreement, and the terms and conditions of this Agreement. This Agreement shall be perpetual and Grantee's right to use the Easement Areas shall continue in perpetuity for so long as Grantee does not abandon the property. For purposes of this Agreement, the abandonment of the property shall occur if for an uninterrupted period of two years there has been an intentional cessation of public commuter CCLRT service through the Easement Areas (exclusive of periods during which such service is voluntarily suspended by Grantee in order to maintain, repair or replace all or part of the CCLRT line, is interrupted by acts of god or acts of terrorism, or is prohibited by an order of a court of competent jurisdiction). Promptly after the end of the Term, Grantee shall provide a quit claim deed or release of easement in recordable form to Grantor reflecting the termination of this Agreement and the release of Grantee's interest in Grantor's Property.

3. Use of the Easement Areas.

3.1 Grantee and its contractors shall operate, maintain, repair, replace, remove or reconstruct the Central Corridor LRT and appurtenant facilities within the Easement Areas in a good, safe, and workmanlike manner.

3.2 Grantee, at its sole cost and expense, shall maintain, inspect and repair the Retaining Wall and shall keep the Retaining Wall in a good, safe condition.

3.3 Grantee and its contractors shall obtain and abide by all necessary permits required for use of the Easement Areas. Grantee or its contractors shall obtain all permits required for excavation, grading and/or construction work to be performed on the Easement Areas from Grantor's Building Code Official or as otherwise directed by the Grantor's Building Code Official. Grantee shall provide to Grantor's Department of Environmental Health and Safety for review and comment a copy of all applications for environmental permits, including without limitation, National Pollution Discharge Elimination System and/or State Disposal System Stormwater Permit for Construction Activity, at least 10 days before Grantee submits the same to the applicable regulatory agency. The application shall include the Central Corridor LRT Project Storm Water Pollution Prevention Plan, including documentation of compliance with the Grantor's Storm Water Compliance Procedure.

3.4 In all material respects, Grantee shall keep the Central Corridor LRT and appurtenant facilities located in the Easement Areas in conformity with "As-Builts" that will be provided by Grantee to Grantor.

3.5 Except as otherwise limited by this Agreement, Grantee shall be solely responsible for costs and expenses related to its use of the Easement Areas.

3.6 Grantee shall be responsible for any damage to Grantor's Property resulting from Grantee's use of the Easement Areas. Grantee, at its sole cost and expense, shall promptly restore, to a same or equal condition, subject to Grantor's reasonable satisfaction, any damage to Grantor's Property resulting from Grantee's use of the Easement Areas.

3.7 Promptly after the end of the Term, Grantee, at its sole cost and expense, shall: (a) remove all equipment, including without limitation, tracks and ties, improvements, and other property placed upon the Easement Areas by Grantee or its contractors; (b) remove all debris resulting therefrom; and (c) in coordination and consultation with the Grantor, restore the Easement Areas to the same or equal condition as existed prior to the construction of the LRT, subject to Grantor's reasonable satisfaction. This restoration obligation shall not apply to underground utilities as reconfigured along the Easement Areas.

3.8 Grantee shall not allow any mechanics', material suppliers', and other liens arising out of any work, labor done, services performed, or materials furnished for Grantee or its contractors or consultants or claimed to have been furnished for Grantee or its contractors or consultants to be perfected against the Easement Areas.

3.9 Any construction, maintenance or repair work conducted by the Grantor or the Grantor's designee within the Easement Areas shall be conducted in accordance with the Grantee's written work permit procedures, as determined and reasonably applied by the Grantee from time to time, the purpose of which is to ensure that there are no safety hazards or service impacts to the Grantee's operations (the "Work Permit Procedures"), if such work (a) is within twelve (12) feet of the centerline of either set of tracks located therein; (b) affects train service (e.g., substation, communication signal house, passenger platforms); or (c) affects the movements of passengers to or from trains. A true and complete copy of the Work Permit Procedures in effect on the Effective Date is attached hereto as **Attachment E**. Grantee shall promptly deliver to the Grantor notice of any amendment or other modification to the Work Permit Procedures, along with a true and complete copy of the amendment or other modification. Grantee shall not unreasonably withhold, condition or delay to Grantor or its designees the issuance of permits required under the Work Permit Procedures; and the Grantee's denial of any work permit to the Grantor or its designee must be based on specific and identifiable safety and operational concerns. In the event that the Grantee denies a permit to the Grantor or its designee, the Grantee and the Grantor (or its designee, if applicable) will meet and agree on a reasonable time for which the Grantor or its designee will be granted a permit to commence work. Grantor or its designee shall be required to attend an on-track right-of-way safety training program (as referred to in the Work Permit Procedures) before working in the Easement Areas. Grantee agrees that said training program shall be offered and available to the Grantor or its designee within five (5) business days after the request of the Grantor without charge. Notwithstanding anything to the contrary in this Section 3.9 in no event shall Grantor (a) incur or otherwise be required to pay any cost, expense, or fee in connection with Grantor's compliance with Grantee's Work Permit Procedures; and/or (b) be required to obtain or comply with the Work Permit

Procedures for Grantor's routine maintenance of Grantor's improvements within the Easement Areas, including, without limitation, care and maintenance of landscaping and snowplowing, if the persons performing the maintenance work have gone through the on-track right-of-way safety training program for that particular activity.

3.10 If at any time during the Term, the Grantor desires to construct improvements over the Stadium Village Station, which is depicted on sheet 1 of **Attachment B**, Grantor shall submit to Grantee in writing a description of the proposed project together with plans and specifications in such detail as Grantee may reasonably require. Grantee shall have the right for a period of 30 days after the submittal to review and comment on any development plan insofar as such plan may affect LRT operations and safety. Grantee shall have the right to raise objections with Grantor and any other applicable government entity regarding its objections. The Grantor shall respond in writing to Grantee's objections.

4. Reservation of Rights.

4.1 Subject to the requirements of Section 3.9 and 3.10, Grantor reserves the right to use the Easement Areas in any manner that is not inconsistent with the rights granted herein. The Grantor's right to use the Easement Areas shall not materially interfere with Grantee's use of the Easement Areas for the permitted uses set forth in the Agreement.

4.2 Notwithstanding anything to the contrary in this Agreement, Grantor reserves the right to inspect activities of Grantee that may impact Grantor in any Easement Area including, without limitation, to determine compliance with this Agreement. The Grantor's right to inspect the Easement Areas shall not interfere with Grantee's use of the Easement Areas.

4.3 Notwithstanding anything to the contrary in this Agreement, Grantor reserves the right to occupy and use that portion of the Easement Areas labeled as the Land Care Facility on sheets sheet 3 of **Attachment B**.

4.4 This Agreement does not grant Grantee any ownership interest in real property nor grant Grantee any right of way or easement beyond the Easement Areas. Grantee shall not have or acquire by this Agreement any light, air, oil, gas, or mineral rights or any other right of any kind whatsoever, which are not expressly granted by this Agreement.

5. Condition of the Premises/Environmental.

5.1 Definitions. For purposes of this Agreement:

"Environmental Laws" means any and all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority (other than the Grantor, except for Grantor requirements identified on **Attachment D**) regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substances, environmental protection, or health and safety, as now or may at any time hereafter be in effect and as amended from time to time, as well as the regulations adopted and promulgated thereunder, including without limitation: the Clean Water Act, also known as the

Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, 42 U.S.C. Section 6901 *et seq.*; and the Minnesota Environmental Response and Liability Act, Minnesota Statutes chapter 115B.

“Hazardous Substance” means (i) hazardous materials, hazardous wastes, and hazardous substances as those terms are defined under any Environmental Laws; (ii) petroleum, petroleum products, and by-products, including crude oil and any fractions thereof; (iii) natural gas, natural gas liquids, liquefied natural gas, synthetic gas, and any mixtures thereof; (iv) asbestos or any material that contains any hydrated magnesium silicate minerals that crystallize as bundles of long, thin fibers that readily separate when broken or crushed; (v) radon; (vi) any other hazardous or radioactive substance, material, contaminant, pollutant, or waste; (vii) any substance with respect to which any federal, state, or local Environmental Law or governmental agency requires environmental investigation, monitoring, or remediation; and (viii) any other substance or material now or in the future deemed to be hazardous, dangerous, toxic, or a pollutant or contaminant under any Environmental Laws.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching, or migration of a Hazardous Substance into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers, or other closed receptacles containing any Hazardous Substance), or into or out of any Easement Area, including the movement of any Hazardous Substance through the air, soil, surface water, groundwater, or property.

5.2 Grantor represents that it has made available for Grantee’s review and copying all test results and reports known to Grantor’s Environmental Health & Safety Office that relate to the environmental condition of the Easement Areas. Grantee represents that it has reviewed and evaluated all test results and reports that Grantor has made available to Grantee that relate to the environmental condition of the Easement Areas. Based on its own investigation (which included a Phase I Environmental Site Assessment and Phase II Environmental Site Assessment and based on its review and evaluation of the test results and reports that the Grantor has made available to Grantee, the Grantee represents that it has determined the suitability of the Easement Areas for Grantee’s intended use, including without limitation geotechnical, structural, environmental and health or safety conditions. Grantee acknowledges that Grantor makes no warranties, express or implied in this Agreement or otherwise, that Grantee or Grantee’s contractors or consultants can successfully use the Easement Areas.

5.3 The parties acknowledge and agree that Grantee may encounter pre-existing Releases of Hazardous Substances in Grantee’s work in or use of the Easement Areas. If, as a proximate result of Grantee’s work in or use of the Easement Areas, the United States Environmental Protection Agency and/or the Minnesota Pollution Control Agency order clean-up in addition to the level of clean-up required in an applicable and approved Construction

Contingency Plan or Remedial Action Plan to address Hazardous Substances in the Easement Areas, or Hazardous Substances located on Grantor's property outside of the Easement Areas, Grantee agrees that it shall be responsible for the costs of such clean-up provided that (1) the Hazardous Substances are located within the Easement Areas; or (2) the Hazardous Substances are located within the Easement Areas and a portion of the same Hazardous Substances extend outside of the Easement Areas (e.g., a plume); or (3) there is a direct relationship between the cause of the Hazardous Substances within the Easement Areas and the same Hazardous Substances located outside of the Easement Areas, and the distance between the Hazardous Substances outside the Easement Areas and the point on the boundary of the Easement Area closest to the Hazardous Substances within the Easement Area is 125 feet or less. Grantor shall fully cooperate with Grantee to allow Grantee to complete all clean-up work in an efficient and cost-effective manner.

5.4 Grantee shall provide to Grantor without charge electronic copies of any test results and reports it or its contractors or consultants obtain pertaining to the Easement Areas. All test results and reports shall be sent to the University of Minnesota, Real Estate Office, 424 Donhowe Building, 319 15th Avenue Southeast, Minneapolis, MN 55455-0199 prior to submission to any regulatory agency. Grantor may comment separately on said results and reports to any regulatory agency, and shall provide copies of such comments to Grantee but shall not alter any submission from Grantee to any regulatory agency.

5.5 Grantee shall not—and shall ensure that its contractors do not—violate any Environmental Laws, including but not limited to those governing the Release, use, storage, generation, treatment, transportation, disposal, or handling of Hazardous Substances within or on the Easement Areas or elsewhere on University property in connection with Grantee's use of the Easement Areas.

5.6 With respect to its use of the Easement Areas, Grantee, at its sole cost and expense, shall:

5.6.1 Notify Grantor prior to any activity, outside those activities necessary for routine operation and maintenance of the Central Corridor LRT, on the Easement Areas that involves the Release, use, storage, generation, treatment, transportation, disposal, or handling of any Hazardous Substance;

5.6.2 Immediately stop construction or any other activity in an area if Grantee encounters a Hazardous Substance in that area;

5.6.3 Give immediate notice to Grantor's Department of Environmental Health and Safety at 612-626-6002 or, after normal business hours, the Police Department dispatch at 612-624-2677 (i) if Grantee encounters a Hazardous Substance; (ii) if a Hazardous Substance is Released on or from the Easement Area; (iii) of a violation of any Environmental Laws; (iv) of an inspection or inquiry by any governmental agency with respect to Grantee's use of the Easement Areas; or (v) if Grantee receives any notice from any governmental agency alleging that any Environmental Laws have been violated by Grantee with respect to Grantee's use of the Easement Areas.

5.6.4 Promptly perform any investigative, remedial or other activities necessary to avoid or minimize injury or liability to any person, or to prevent the Release or spread of any Hazardous Substance, or to prevent the spread of any contamination; and

5.6.5 Promptly respond to and comply with any notice, order, request, or demand relating to Releases, violations, inspections or notifications issued by a federal, state or local regulatory agency.

5.7 If a Hazardous Substance has been released on the Easement Areas by Grantee or its contractors, then Grantor has the right, but not the obligation, to require Grantee, at Grantee's sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to Grantor. Such an investigation shall be commenced within ten (10) days after Grantor's request, and thereafter be diligently prosecuted to completion. Grantee shall provide to Grantor without charge an electronic copy of the environmental audit immediately after it is completed.

5.8 If during construction or operation of the Central Corridor LRT line Grantee or its contractors or consultants expose or disturb soils, water, or other materials that appear to be contaminated with a Hazardous Substance based on visual and olfactory observation and/or field screening activities, Grantee shall test the soils, water, and other materials at Grantee's cost; testing shall be conducted by a certified laboratory. While the soils, water, and other materials are being tested, all potentially contaminated soils, water, and other materials shall be protected or stored using then-current best management practices until testing is complete. For all potentially contaminated soils and other materials, then-current best management practices shall include, without limitation, storage in approved drums or on 10 mil poly and appropriate cover. For all potentially contaminated water, then-current best management practices shall include, without limitation, storage in an approved storage vessel that is labeled, if necessary. Stored soils, water, and other materials shall be appropriately secured on-site, and are the responsibility of the Grantee. In addition, solely at Grantor's discretion and upon the Grantor's request, Grantee will provide to Grantor splits of any samples of materials that Grantee collects so that Grantor may undertake independent testing and analysis of the sample material.

5.8.1 If testing confirms or any agency with jurisdiction thereof determines that the soils, water, or other materials are contaminated with a Hazardous Substance, Grantee shall, at its sole cost, collect, remove and appropriately dispose of all contaminated soils, water, or other materials at an approved facility. Grantee shall assume full responsibility for contaminated soil, water, and all other materials collected, excavated and removed. Grantee shall (a) seek and receive from a State and/or county approved disposal facility written pre-approval for receipt of contaminated materials; and (b) provide such pre-approval to Grantor. Grantee shall provide to Grantor without charge copies of all test results and documentation regarding analysis and disposal of contaminated soil, water, and materials removed from the Easement Areas, including, but not be limited to, waste manifests, bills of lading, chain of custody documents and landfill/disposal facility receipt records. Grantee shall also consult with Grantor before preparing any application

for participation in the Minnesota Pollution Control Agency ("MPCA") Voluntary Investigation and Clean-up Program ("VIC") and/or the Petroleum Brownfields Program ("PB").

5.8.2 If testing determines that the soils, water, or other materials are not contaminated with a Hazardous Substance, Grantee may dispose of such materials in accordance with then-current MPCA Guidelines.

5.9 Before constructing any improvements, Grantee shall provide to Grantor, at Grantor's request, all documents evidencing Grantee's compliance with the requirements of the National Pollution Discharge Elimination System ("NPDES") and/or State Disposal System Stormwater Permit for Construction Activity, including but not limited to the preparation and implementation of a Stormwater Pollution Prevention Plan ("SWPPP") and associated maintenance records. In addition, Grantee shall provide to Grantor documentation of compliance with Grantor's Storm Water Compliance Procedure. Grantee shall make the documents available to Grantor at a pre-construction meeting before construction commences and at appropriate intervals thereafter, as mutually agreed upon by the parties, as maintenance and inspection records become available.

5.10 If Grantee fails to perform its obligations under this Section, Grantor shall have the right, but not the obligation, to perform Grantee's obligations after notifying the Grantee of such failure, and to charge Grantee for the costs and expenses reasonably incurred by Grantor in doing so. Such prior notification shall not be required in case of emergency; however, Grantor must still notify Grantee as soon as practical. Grantee shall reimburse Grantor for all such costs and expenses within thirty (30) days after receipt of an invoice therefore if accompanied by supporting data in a form to reasonably evidence the costs in question. If Grantee disputes any aspect of the invoice (a) Grantee shall within the 30-day period notify Grantor in writing stating the specific reasons for Grantee's dispute and pay to Grantor all undisputed amounts; and (b) the parties shall within 60-days after Grantee's receipt of the invoice meet to resolve the issue.

6. Future Construction/Improvements.

6.1 Except in the case of an emergency, if Grantee desires to construct new or additional improvements that could reasonably be expected to affect Grantor, or the Grantee desires to make repairs of a capital nature or replace all or any part of the Central Corridor LRT and appurtenant facilities within the Easement Areas, or make any addition to, modifications of, or deviation from the As-Builts in the Easement Areas that could reasonably be expected to affect Grantor (collectively, "Improvements"), Grantee shall submit to Grantor in writing a description of the proposed Improvements together with Grantee's plans and specifications. Grantor's approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantee shall not undertake any Improvements of the scope or nature that, under the CCLRT Agreement Grantor has approval rights until Grantor has reviewed and approved the plans and specifications. Grantee's submissions shall be in such detail as Grantor may reasonably require, and Grantor's review period shall not be deemed to have commenced until such requirements have been met. Grantee's submission shall be deemed approved by Grantor unless disapproved in writing within twenty (20) days after its receipt by Grantor. If Grantee's

submission is rejected in whole or in part, Grantor shall state its reason(s) for the rejection in writing and shall confer with Grantee, if requested, regarding the basis for the rejection and the steps required to remove the objection. Grantor shall act reasonably with respect to its obligations under this Section.

6.2 Improvements shall be constructed or installed in compliance with the plans and specifications approved by Grantor and all relevant terms of this Agreement and the CCLRT Agreement. Modifications to and deviations from the approved plans and specifications that could reasonably be expected to adversely affect the Grantor must be approved by the Grantor as provided in Section 6.1 above. Within 120 days after substantial completion of the Improvements, Grantee shall without charge furnish Grantor with "as-built" drawings and specifications of any improvements installed on Grantor's Property in a format reasonably acceptable to Grantor.

6.3 During the installation or construction of Improvements, Grantee shall be responsible for security and safety in the Easement Areas and shall take such precautions as Grantor may reasonably require.

6.4 Grantee shall, for the benefit of Grantor, include in its contracts with its designers and contractors and take commercially reasonable steps to enforce, a requirement that such designers and contractors shall defend, indemnify, and hold harmless Grantor from and against any and all injury, loss, damage, claim, demand, liability, penalty, and fine, including costs and attorneys' fees ("Claims") and associated defense costs arising from or related to performance of Grantee's designers and contractors (a) construction or installation of the Improvements; (b) use of the Easement Areas.

6.5 Grantee, or its contractor, at its sole cost and expense, shall purchase and maintain during any construction or installation of any Improvements, insurance as described below that will protect against claims arising out of or in connection with the performance of the work by Grantee, its contractors, sub-contractors, consultants or anyone for whose acts any of them may be liable. Grantee's or its contractor's liability insurance may be maintained in a combination of primary policies and umbrella policies (if written on a follow form basis).

6.5.1 Grantee, or its contractor, shall procure the following minimum insurance coverage and limits of liability:

A. Commercial General Liability Insurance, providing coverage on an "occurrence," rather than on a "claims made" basis, under a policy form that provides coverage at least as broad in all material respects as that provided under a standard Insurance Services Office (ISO) form CG 00 01. Such policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Contractual Liability, (applying to the obligations in Section 6.5), Independent Contractors, and Products-Completed Operations (if Grantee's Contractor's work results in a Products-Completed Operations liability exposure), shall not exclude coverage for Explosion, Collapse, & Underground (XCU), and shall provide coverage for Contractual

Liability assumed within 50' of a Railroad (ISO CG 24 17 or its equivalent), if applicable. Unless otherwise agreed to by Grantor for a contract, the limits of such policy shall not be less than the following:

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate if applicable
\$5,000,000 general aggregate, on a per project basis

Requests for exceptions to these limits for a particular Improvement, including a statement of the justification therefore, shall be in writing and directed to Grantor's Director of Risk Management. If Grantor fails to respond to a request for exception within 5 business days after receipt of the request, the request is deemed approved as to that Improvement.

B. Policy shall also name Regents of the University of Minnesota as an Additional Insured, utilizing ISO forms CG 20 26 07 04 and CG 20 37 07 04.

C. Commercial Automobile Liability Insurance covering Bodily Injury and Property Damage arising out of the ownership, maintenance, or use of any motor vehicle, whether owned, non-owned, leased or hired. Such insurance shall be provided on a policy form that provides coverage that is at least as broad in all material respects as the coverage afforded under a standard ISO form CA 00 01, with limits no less than the following:

\$1,000,000 any one accident or loss

D. Workers' Compensation in compliance with all applicable laws. Such policy (or, if applicable, separate policy) shall provide Employer's Liability coverage with limits no less than the following:

\$1,000,000 each accident
\$1,000,000 disease - policy limit
\$1,000,000 disease - each employee

E. If the Improvement includes excavation work in the Easement Areas, or if the Improvement in anyway involves the use, handling or disposal of Hazardous Substances, Contractor's Pollution Liability insurance providing coverage for bodily injury, property damage (including coverage for loss of use of property), clean-up costs, defense (including costs and expenses incurred in the investigation, defense and settlement of claims), products/completed operation hazard liability, and contractual liability. If Contractor's performance includes the disposal of hazardous materials, coverage shall also be provided for liability arising from the transport of hazardous materials and with respect to non-owned disposal sites. The Regents of the University of Minnesota shall be named as Additional Insured. If policy is written on a claims-made basis, then any

Retroactive Date must be the earlier of i) Contractor's performance of Work for Grantee or ii) the effective date of Grantee's contract with Contractor and shall also provide an extended reporting period. Unless otherwise agreed to by the Grantor, such policy shall have a limit no less than the following:

\$2,000,000 any one accident or loss

Requests for exceptions to this limit, including a statement of the justification therefore, shall be in writing and directed to Grantor's Director of Risk Management. If Grantor fails to respond to a request for exception within 5 business days after receipt of the request, the request is deemed approved as to that Improvement.

F. Should the Grantee's contractor's performance involve the hauling of "pollutants," as defined by ISO form CA 00 01, then the insurance policy shall also include ISO endorsement CA 99 48, or its equivalent, as well as MCS-90.

G. If Improvement involves the rendering of professional services, as reasonably determined by Grantee, Professional Liability/Errors and Omissions must be maintained for a period of two (2) years after completion of Grantee's Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of the work and this Agreement. Unless otherwise agreed to by the Grantor, such policy shall have limits no less than the following:

\$2,000,000 each claim

Requests for exceptions to this limit, including a statement of the justification therefore, shall be in writing and directed to Grantor's Director of Risk Management. If Grantor fails to respond to a request for exception within 5 business days after receipt of the request, the request is deemed approved.

6.6 All policies shall provide: (i) that the policy will not be canceled, restrictively modified, or non-renewed without at least thirty (30) days' prior written notice to Grantor, provided that a ten (10) day prior notice requirement may apply in the event of cancellation due to non-payment of premium; (ii) that the policy is primary and any insurance maintained by Grantor is excess and non-contributory; and (iii) a Waiver of Subrogation in favor of the Regents of the University of Minnesota. All policies shall be written by insurance companies with a current AM Best Rating of A-/VII or better, authorized to do business in Minnesota or otherwise as deemed acceptable to Grantor.

6.7 Certificates of Insurance (Accord Form 25 or equivalent), including additional insured endorsements, shall be filed with Grantor prior to the start of the work in a form acceptable to the Grantor and shall provide satisfactory evidence that the Grantee or its contractors and consultants have complied with all insurance requirements.

6.8 At Grantor's option, the insurance requirements set forth in this Section shall be subject to reasonable revision as needed, and not less often than every five years after the Effective Date, to take into account changes in the law applicable to Grantee or Grantor, changes in the insurance markets, changes needed to maintain equivalent protections to those described above, or if increases or changes are necessary to reflect inflation or changes in the nature or degree of risks insured.

7. Indemnity.

7.1 Tort Claims. Subject to the liability limits in Minnesota Statutes Section 3.736 or Chapter 466, whichever is greater, Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all injury, loss, damage, claim, demand, liability, penalty, and fine, including costs and attorneys' fees ("Claims") by third parties arising from or related to the acts or omissions of Grantee or Grantee's employees, officers, consultants, contractors, agents, and invitees. Notwithstanding the foregoing sentence, Grantee shall not be responsible to indemnify, defend or hold harmless Grantor to the extent a Claim results from the negligence or willful misconduct of Grantor, its employees and agents.

7.2 Other Claims, Including Claims Arising from Grantee's Breach of Agreement. Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all Claims arising from or related to Grantee's breach of this Agreement, including without limitation, (a) Grantee's or its contractors' or agents' failure to comply with Environmental Laws, (b) any Release or threatened Release of a Hazardous Substance by Grantee or its contractors or agents on or about the Easement Areas, and/or (c) Grantee's obligations under Section 5.3. In satisfying its indemnification obligation in this Section 7.2, Grantee may assert as a defense against Claims by third parties Grantor's tort cap limits.

7.3 Defense. Grantee agrees to assume the defense of Grantor with legal counsel acceptable to Grantor, whose acceptance shall not be unreasonably withheld, in all proceedings, demands, or claims against Grantor arising out of or related to this Agreement. Grantee shall pay all reasonable defense costs, including attorney's fees, expert fees, and costs, incurred directly or indirectly for such proceedings, demands, or claims. Grantee may settle any proceeding, demand, claim, loss, penalty, and the like subject to Grantor's approval, which shall not be unreasonably withheld.

8. Taxes and Fees. Specifically excluding any Grantor charge, tax, fee or assessment, Grantee agrees to pay when due any tax, assessment, or governmental charge, if any, levied or assessed against the Easement Areas arising out of Grantee's use of the Easement Areas. In the event that the Grantor during the Term becomes aware of or receives a statement for such a tax, assessment, or charge, it shall give Grantee written notice of the same and forward to Grantee a copy of any such statement. Grantee has the right to protest any such tax, assessment, or charge payable with respect to the Grantor's Property. Grantor shall give the Grantee during the Term, written notice prior to commencing any tax protest. Grantor agrees to join in such reasonable protest to the extent required by law; provided, however, Grantor shall not be required to incur any out-of-pocket expense or cost in doing so.

9. Default, Remedies and Dispute Resolution.

9.1 Event of Default. The term "Event of Default" shall mean any failure by Grantee to observe or perform any material covenant, condition, obligation or agreement to be observed or performed by Grantee under this Agreement.

9.2 If there is a dispute between the Parties under this Agreement, or if an Event of Default occurs, the dispute resolution process set forth in Section 10.4 of the CCLRT Agreement shall be applied and the remedies set forth in Section 10.5 of the CCLRT Agreement shall be available as if fully set forth in this Agreement.

10. Notices. A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and

A. In the case of Grantor, is addressed or personally delivered to:

Regents of the University of Minnesota
c/o Real Estate Office
319 15th Avenue SE, Suite 424
Minneapolis MN 55455
reo@umn.edu

and

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006

and

University of Minnesota
Attn: Parking and Transportation Services
300 Transportation Safety Building
511 Washington Ave. S.E.
Minneapolis, MN 55455

B. In the case of Grantee, is addressed or personally delivered to:

Metropolitan Council
Attn: Regional Administrator
390 North Robert Street
St. Paul, MN 55101

With a copy to:

Metropolitan Council
Attn: Office of General Counsel
390 North Robert Street
St. Paul, MN 55101

or at such other address with respect to either such party as that party may, from time to time, designated in writing and forward to the other as provided in this Section.

11. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

12. Severability. If any provision of this Agreement is declared invalid, illegal or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement and the remainder of this Agreement shall otherwise remain in full force and effect.

13. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

14. Assignment. Grantee may not transfer or assign its rights under this Agreement without Grantor's prior written consent, except to a successor agency or agencies that by law or by agreement with Grantee in form acceptable to Grantor assume Grantee's obligations under this Agreement.

15. Survival. Notwithstanding anything to the contrary, to the extent applicable, such as with respect to indemnity provisions, the terms of this Agreement shall survive expiration or termination of this Agreement.

16. Authority. Each of the undersigned parties represents and warrants that it has full authority to enter into this Agreement, and each individual signing this Agreement on behalf of a corporation or other entity hereby represents and warrants that he or she has full authority to sign on behalf of and to bind that party thereby.

17. Incorporation by Reference. Attachments A-D are incorporated by reference and hereby made a part of this Agreement.

18. Amendment. This Agreement may be amended only by a written instrument executed by both Grantor and Grantee.

(SIGNATURE PAGE FOLLOWS)

**ATTACHMENT A
LEGAL DESCRIPTION OF EASEMENT AREAS**

Parcel U101 PERMANENT TRANSPORTATION EASEMENT

All of Tract A described below:

Tract A. That part of Lots 4 and 5, Block 22, Regents' Addition, as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, lying northwesterly of a line run parallel with and distant 32 feet northwesterly of the southeast line of said Lot 5 and the southwesterly extension thereof, except the northerly 20 feet of said Lots 4 and 5 and also except those portions of said Lots 4 and 5 lying within Washington Avenue S.E. as laid out and traveled; containing 3349 square feet, more or less.

Parcel U102 PERMANENT TRANSPORTATION EASEMENT

That part of Tract A described below:

Tract A. That part of Lots 2, 3, 8 and 9, Block 16, Regents' Addition, as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, except that part of said Lots 2 and 3 taken for street purposes; which lies between two lines run parallel with and distant 7.5 feet northwesterly and 40.5 feet southeasterly of Line 1 described below:

Line 1. Beginning at the northwest corner of said Lot 9, thence run southwesterly along the northwest lines of said Lots 9 and 2 to the southwest corner of said Lot 2 and there terminating; containing 14724 square feet, more or less.

Parcel U102A PERMANENT UTILITY EASEMENT

That part of Tract A described below:

Tract A. That part of Lot 3, Block 16, Regents' Addition, as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, except that part of said Lot 3 taken for street purposes;

which lies southwesterly of a line run parallel with and distant 61 feet northeasterly of the southwest line of said Lot 3 and between two lines run parallel with and distant 7.5 feet northwesterly and 42.5 feet northwesterly of Line 1 described below:

Line 1. Beginning at the northeast corner of said Lot 3, thence run southwesterly along the southeast line of said Lot 3 to the southeast corner of said Lot 3 and there terminating; containing 2135 square feet, more or less.

Parcel U103 PERMANENT TRANSPORTATION EASEMENT

That part of Tract A described below:

Tract A. Lots 1, 2 and 3, Block 10, Regents' Addition as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, together with that part of Lots 9 and 10, said Block 10 lying southerly of the following described line; beginning at a point on the northwest line of Lot 8, said Block 10 distant 40.0 feet northeast of the southwest corner thereof; thence run southeasterly to a point on the southeast line of said Block 10 distant 215.0 feet northeast of the southeast corner thereof and there terminating, together with that part of vacated 24TH Avenue S.E. accruing to said Lots 1 and 10 by reason of the vacation thereof, together with Lots 6, 7, 8, 9, and 10, Block 11, said Regents' Addition, together with that part of vacated 24TH Avenue S.E. accruing to Lot 6 by reason of the vacation thereof; which lies between Lines 1 and 2 described below:

Line 1. Commencing at the southeast corner of said Lot 3, Block 10; thence northwesterly on an azimuth of 299 degrees 16 minutes 33 seconds along the southwest line of said Lot 3 for 4.22 feet to the beginning of Line 1 to be described; thence on an azimuth of 29 degrees 13 minutes 48 seconds for 68.83 feet; thence northeasterly for 219.40 feet on a non-tangential curve, concave to the southeast having a radius of 139.64 feet, a delta angle of 90 degrees 01 minutes 14 seconds and a chord azimuth of 73 degrees 07 minutes 02 seconds; thence on an azimuth of 120 degrees 09 minutes 53 seconds for 98.24 feet; thence on an azimuth of 119 degrees 15 minutes 03 seconds for 311.29 feet, more or less, to the intersection with the southeast line of said Block 11 and there terminating.

Line 2. Commencing at the southeast corner of said Lot 3; thence southeasterly on an azimuth of 119 degrees 16 minutes 33 seconds along the southwest line of said Lot 2 for 41.67 feet to the beginning of Line 2 to be described; thence on an azimuth of 29 degrees 13 minutes 48 seconds for 51.89 feet; thence deflect to the right on a tangential curve having a radius of 115.00 feet and a delta angle of 90 degrees 01 minutes 14 seconds for 180.68 feet; thence on an azimuth of 119 degrees 15 minutes 03 seconds for 389.94 feet, more or less, to the intersection with the southeast line of said Block 11 and there terminating; containing 29273 square feet, more or less;

Parcel U103A PERMANENT UTILITY EASEMENT

That part of Tract A described below:

Tract A. Lot 3, Block 10, Regents' Addition as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota; which lies southerly of Line 1 described below:

Line 1. Commencing at the southeast corner of said Lot 3, thence northwesterly on an azimuth of 299 degrees 16 minutes 33 seconds along the southwest line of said Lot 3 for 44.22 to the beginning of Line 3 to be described; thence on an azimuth of 89 degrees 21 minutes 56 seconds for 46.13 feet, thence on an azimuth of 209 degrees 13 minutes 48 seconds for 23.00 feet, more or less, to the southwest line of said Lot 3 and there terminating; containing 460 square feet, more or less.

Parcel U103B PERMANENT WALL MAINTENANCE EASEMENT

That part of Tract A described below:

Tract A. Lots 9 and 10, Block 10, Regents' Addition as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota lying southerly of the following described line; beginning at a point on the northwest line of Lot 8, said Block 10 distant 40.0 feet northeast of the southwest corner thereof; thence run southeasterly to a point on the southeast line of said Block 10 distant 215.0 feet northeast of the southeast corner thereof and there terminating, together with that part of vacated 24TH Avenue S.E. accruing to said Lot 10 by reason of the vacation thereof, together with Lots 6, 7, 8, 9, and 10, Block 11, said Regents' Addition, together with that part of vacated 24TH Avenue S.E. accruing to Lot 6 by reason of the vacation thereof; which lies between Lines 1 and 2 described below:

Line 1. Commencing at the southeast corner of Lot 3, Block 10, said Regents' Addition; thence northwesterly on an azimuth of 299 degrees 16 minutes 33 seconds along the southwest line of said Lot 3 for 4.22 feet to the beginning of Line 1 to be described; thence on an azimuth of 29 degrees 13 minutes 48 seconds for 68.83 feet; thence northeasterly for 219.40 feet on a non-tangential curve, concave to the

southeast having a radius of 139.64 feet, a delta angle of 90 degrees 01 minutes 14 seconds and a chord azimuth of 73 degrees 07 minutes 02 seconds; thence on an azimuth of 120 degrees 09 minutes 53 seconds for 98.24 feet; thence on an azimuth of 119 degrees 05 minutes 03 seconds for 311.29 feet, more or less, to the intersection with the southeast line of said Block 11 and there terminating.

Line 2 Commencing at the southeast corner of said Lot 3, Block 10; thence northwesterly on an azimuth of 299 degrees 16 minutes 33 seconds along the southwest line of said Lot 3 for 4.22 feet; thence on an azimuth of 29 degrees 13 minutes 48 seconds for 68.83 feet; thence northeasterly for 112.40 feet on a non-tangential curve, concave to the southeast having a radius of 139.64 feet, a delta angle of 46 degrees 07 minutes 08 seconds and a chord azimuth of 51 degrees 09 minutes 57 seconds; thence on an azimuth of 344 degrees 13 minutes 30 seconds for 10.00 feet to the beginning of Line 2 to be described; thence northeasterly for 115.02 feet on a non-tangential curve, concave to the southeast having a radius of 149.64 feet, a delta angle of 44 degrees 02 minutes 18 seconds and a chord azimuth of 96 degrees 14 minutes 49 seconds; thence on an azimuth of 120 degrees 09 minutes 53 seconds for 98.24 feet; thence on an azimuth of 119 degrees 15 minutes 03 seconds for 311.08 feet, more or less, to the intersection with the southeast line of said Block 11 and there terminating; containing 5204 square feet, more or less

Parcel U104 PERMANENT TRANSPORTATION EASEMENT

That part of Tract A described below:

Tract A. Lots 6, 7, 8, 9 and 10, Block 12, Regents' Addition as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota, together with that part of vacated 26th Avenue S.E. accruing to said Lot 10 by reason of the vacation thereof, together with Lots 2, 6, 7 and 8, Block 13, said Regents' Addition together with that part of vacated 26th Avenue S.E. accruing to said Lot 6 by reason of the vacation thereof, together with the University of Minnesota Transitway 100.0 foot wide right of way across the Northwest Quarter of the Northeast Quarter of Section 30, Township 29 North, Range 23 West, Hennepin County, Minnesota, together with Lots 1 and 2, University Park, as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota; which lies between Lines 1 and 2 described below:

Line 1. Commencing at the southwest corner of said Lot 6, Block 12; thence northeasterly on an azimuth of 28 degrees 57 minutes 23 seconds along the northwest line of said Lot 6 for 37.13 feet to the beginning of Line 1 to be described; thence on an azimuth of 119 degrees 13 minutes 50 seconds for 1363.62 feet; thence southeasterly for 89.19 feet, more or less, on a non-tangential curve, concave to the southwest having a radius of 214.00 feet, a delta angle of 23 degrees 52 minutes 42 seconds and a chord azimuth of 144 degrees 34 minutes 28 seconds to the intersection with Line 2 described below and there terminating.

Line 2. Beginning at the southwest corner of said Lot 6, Block 12; thence southeasterly on an azimuth of 119 degrees 16 minutes 36 seconds along the southwest line of said Lots 6, 7, 8, 9 and 10, Block 12, the northeast line of Auditor's Subdivision No. 260, the southwest line of said Lots 6, 7 and 8 and the extension thereof, Block 13, the northeast line of Schober's Addition, the northeast line of Block 1, Parten Addition, and the northeast line of Block 1, Cook's Rearrangement, all as the same are on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota, for 1370.92 feet; thence on an azimuth of 118 degrees 57 minutes 54 seconds for 72.55 feet, more or less, to the intersection with Line 1 described above and there terminating; containing 53205 square feet, more or less.

Parcel U104A PERMANENT WALL MAINTENANCE EASEMENT

That part of Tract A described below:

Tract A. Lot 2, Auditor's Subdivision No. 260, Lots 2, 3 and 4, Block 13, Regents' Addition and Lot 6, Schober's Addition, all as the same is on file and of record in the office of the County Recorder in and for Hennepin County, Minnesota; which lies northeasterly of Line 1 described below:

Line 1. Commencing at the northwest corner of said Lot 2, Auditor's Subdivision No. 260; thence southeasterly on an azimuth of 119 degrees 16 minutes 36 seconds along the northeast line of said Lot 2 for 277.00 feet; thence on an azimuth of 209 degrees 16 minutes 36 seconds for 5.00 feet to the beginning of Line 1 to be described; thence on an azimuth of 119 degrees 16 minutes 36 seconds for 200.00 feet; thence on an azimuth of 29 degrees 16 minutes 36 seconds for 3.50 feet, thence on an azimuth of 119 degrees 16 minutes 36 seconds for 88.50 feet; thence on an azimuth of 209 degrees 16 minutes 36 seconds for 3.50 feet; thence on an azimuth of 119 degrees 16 minutes 36 seconds for 78.62 feet, more or less, to the southeast line of said Lot 6, Schober's Addition and there terminating; containing 1526 square feet, more or less.

Parcel U105 PERMANENT UTILITY EASEMENT

That part of Tract A described below:

Tract A. Lot 2, University Park as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota; which lies east of Line 1 and southwest of Line 2 described below:

Line 1. Commencing at the southwest corner of Lot 6, Block 12, Regents' Addition as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota; thence northeasterly on an azimuth of 28 degrees 57 minutes 23 seconds along the northwest line of said Lot 6 for 37.13 feet;

thence on an azimuth of 119 degrees 13 minutes 50 seconds for 1363.62 feet; thence southeasterly for 89.18 feet, more or less, on a non-tangential curve, concave to the southwest having a radius of 214.00 feet, a delta angle of 23 degrees 52 minutes 42 seconds and a chord azimuth of 144 degrees 34 minutes 28 seconds to the intersection with the southwest line of said Lot 2 and the beginning of Line 1 to be described; thence northwesterly along the same course for 68.78 feet and there terminating.

Line 2. Beginning at the termination of Line 1 described above; thence on an azimuth of 118 degrees 58 minutes 49 seconds for 112.94 feet; thence on an azimuth of 208 degrees 35 minutes 44 seconds for 32.01 feet, more or less, to the southwest line of said Lot 2 and there terminating; containing 2555 square feet, more or less.

Parcel U106 PERMANENT UTILITY EASEMENT

That part of Tract A described below:

Tract A. That part of the University of Minnesota Transitway in the Southeast Quarter of the Northeast Quarter of Section 30, Township 29 North, Range 23, together with that part of Malcolm Avenue S.E. lying within said University of Minnesota Transitway; which lies southwesterly of Line 1 described below:

Line 1. Commencing at the intersection of the northwest right of way line of said Malcolm Avenue S.E. and the southwest right of way line of said University of Minnesota Transitway; thence southeasterly along the southwest line of said University of Minnesota Transitway for 27.59 feet on a curve having a radius of 6965.58 feet, a delta angle of 00 degrees 13 minutes 37 seconds and a chord azimuth of 109 degrees 59 minutes 45 to the beginning of Line 1 to be described; thence on an azimuth of 28 degrees 37 minutes 36 seconds for 20.24 feet; thence southeasterly for 287.98 feet on a non-tangential curve, concave to the northeast having a radius of 6945.58 feet, a delta angle of 02 degrees 22 minutes 32 seconds and a chord azimuth of 108 degrees 40 minutes 09 seconds; thence on an azimuth of 197 degrees 28 minutes 53 seconds for 20.00 feet, more or less, to the intersection with the southwest line of said University of Minnesota Transitway and there terminating; containing 5798 square feet, more or less.

Parcel U107 PERMANENT ACCESS EASEMENT

That part of Tract A described below:

Tract A. That part of the University of Minnesota Transitway in the Southeast Quarter of the Northeast Quarter of Section 30, Township 29 North, Range 23, together with that part of Malcolm Avenue S.E. lying within said University of Minnesota Transitway; which lies between lines 1 and 2 described below:

Line 1. Beginning at the intersection of the northwest right of way line of said Malcolm Avenue S.E. and the southwest right of way line of said University of Minnesota Transitway; thence northeasterly on an azimuth of 29 degrees 18 minutes 41 seconds along the northwest right of way line of Malcolm Avenue S.E. for 43.20 feet; thence on an azimuth of 108 degrees 07 minutes 28 seconds for 51.70 feet; thence on an azimuth of 106 degrees 42 minutes 29 seconds for 51.62 feet; thence southeasterly for 179.74 feet on a non-tangential curve, concave to the northeast having a radius of 2342.88 feet, a delta angle of 04 degrees 23 minutes 44 seconds and a chord azimuth of 104 degrees 30 minutes 36 seconds; thence on an azimuth of 101 degrees 56 minutes 31 seconds for 75.22 feet; thence on an azimuth of 191 degrees 18 minutes 22 seconds for 66.47 feet, more or less, to the intersection with the southwest line of said University of Minnesota Transitway and there terminating;

Line 2. Commencing at the intersection of the northwest right of way line of said Malcolm Avenue S.E. and the southwest right of way line of said University of Minnesota Transitway; thence southeasterly along the southwest line of said University of Minnesota Transitway for 45.99 feet on a curve having a radius of 6965.58 feet, a delta angle of 00 degrees 22 minutes 42 seconds and a chord azimuth of 109 degrees 55 minutes 13 to the beginning of Line 3 to be described; thence on an azimuth of 29 degrees 07 minutes 09 seconds for 6.65 feet; thence deflect to the right on a tangential curve having a radius of 10.00 feet and a delta angle of 77 degrees 55 minutes 17 seconds for 13.60 feet; thence on an azimuth of 107 degrees 02 minutes 26 seconds for 28.42 feet; thence southeasterly for 222.40 feet on a non-tangential curve, concave to the northeast having a radius of 2569.10 feet, a delta angle of 04 degrees 57 minutes 36 seconds and a chord azimuth of 104 degrees 33 minutes 38 seconds; thence on an azimuth of 176 degrees 44 minutes 28 seconds for 33.59 feet, more or less, to the intersection with the southwest line of said University of Minnesota Transitway and there terminating; containing 12890 square feet, more or less.

Parcel U108 PERMANENT TRANSPORTATION EASEMENT

That part of Tract A described below:

Tract A. Lots 9 and 10, Block 11, Regents' Addition as the same is on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota; which lies within Line 1 described below:

Line 1. Commencing at the northeast corner of said Lot 10; thence southwesterly on an azimuth of 208 degrees 57 minutes 23 seconds along the southeast line of said Lot 10 for 67.93 feet to the beginning of Line 1 to be described; thence on an azimuth of 299 degrees 13 minutes 50 seconds for 101.78 feet; thence on an azimuth of 29 degrees 13 minutes 50 seconds for 64.00 feet; thence on an azimuth of 119 degrees 13 minutes 49 seconds for 84.30 feet; thence on an azimuth of 142 degrees 24 minutes 01 seconds for 18.72 feet, more or less, to the intersection

with said southeast line of Lot 10; thence on an azimuth of 208 degrees 57 minutes 23 seconds along said southeast line of Lot 10 for 56.63 feet, more or less, to the point of beginning and there terminating; containing 6441 square feet, more or less.

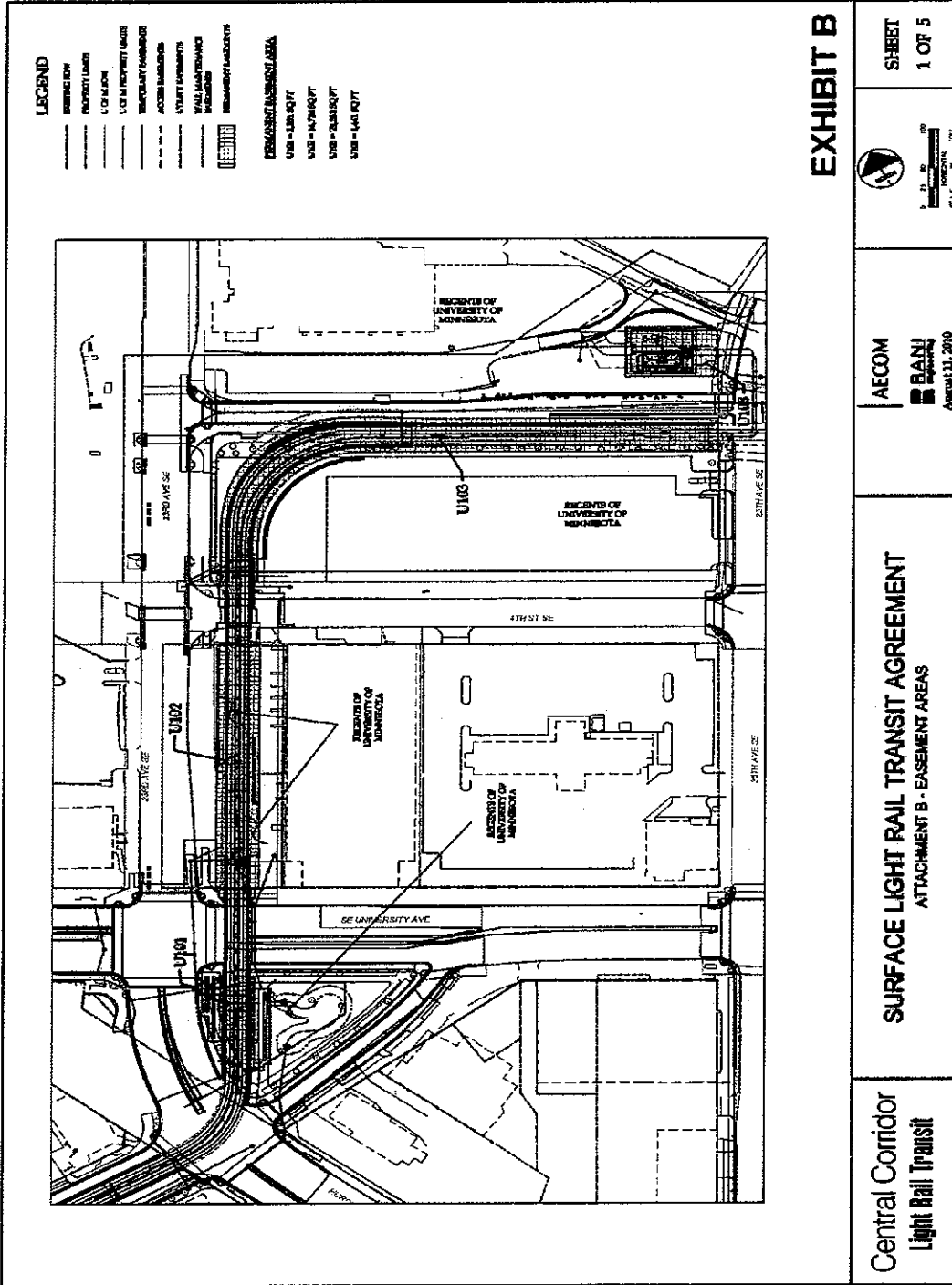
Parcel U109 PERMANENT ACCESS EASEMENT

That part of Tract A described below:

Tract A. Lots 9 and 10, Block 11, Regents' Addition and Lots 15 and 17, Auditor's Subdivision No. 88, both as the same are on file and of record in the Office of the County Recorder in and for Hennepin County, Minnesota; which lies within Line 1 described below:

Line 1. Beginning at the northeast corner of said Lot 10; thence southwesterly on an azimuth of 208 degrees 57 minutes 23 seconds along the southeast line of said Lot 10 for 11.30 feet; thence on an azimuth of 322 degrees 24 minutes 01 seconds for 18.72 feet; thence on an azimuth of 299 degrees 13 minutes 49 seconds for 84.30 feet; thence on an azimuth of 209 degrees 13 minutes 50 seconds for 53.00 feet; thence on an azimuth of 299 degrees 13 minutes 50 seconds for 29.02 feet; thence on an azimuth of 05 degrees 13 minutes 29 seconds for 56.20 feet; thence on an azimuth of 81 degrees 53 minutes 20 seconds for 104.98 feet; thence on an azimuth of 147 degrees 58 minutes 32 seconds for 79.59 feet; thence on an azimuth of 208 degrees 57 minutes 23 seconds for 19.81 feet, more or less, to the point of beginning and there terminating; containing 7739 square feet, more or less.

**ATTACHMENT B
DEPICTIONS OF EASEMENT AREAS**



- LEGEND**
- EASEMENT
 - PROPERTY LINE
 - UTILITY LINE
 - UTILITY MARKING
 - TEMPORARY EASEMENT
 - ACCESS EASEMENT
 - UTILITY MARKING
 - WALL MARKING
 - MARKING
 - ROADWAY MARKING

PERMANENT EASEMENT AREA
 UTM - SURFOUR

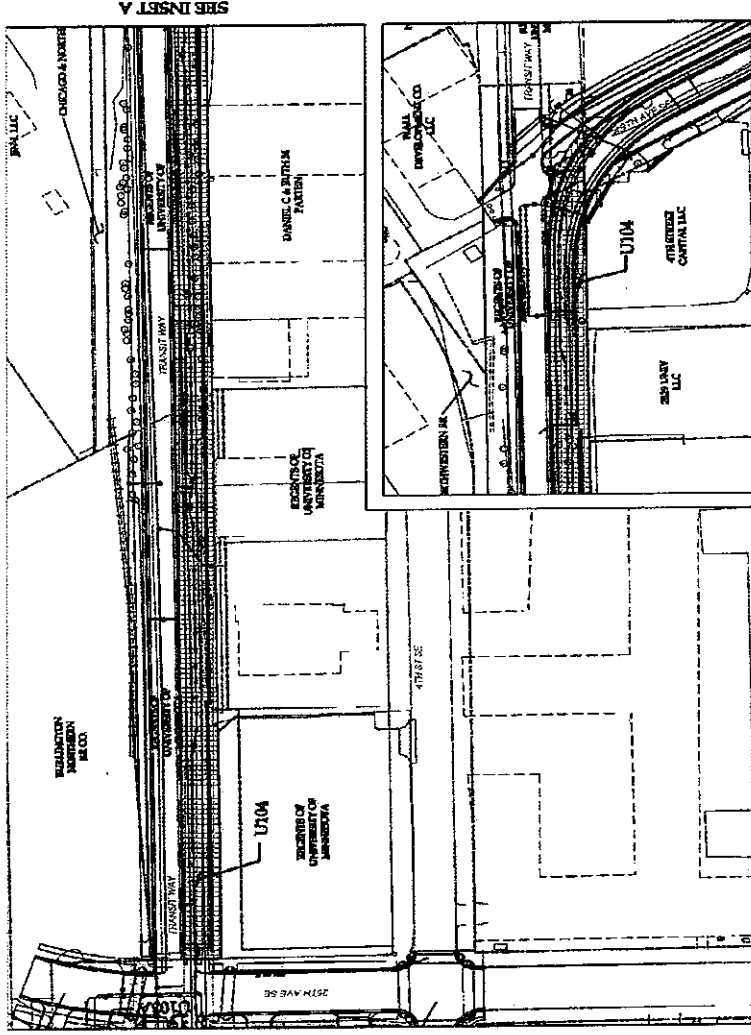


EXHIBIT B

SHRIBET
 2 OF 5

AECOM
BANI
 July 1, 2010

SURFACE LIGHT RAIL TRANSIT AGREEMENT
 ATTACHMENT B - EASEMENT AREAS

Central Corridor
Light Rail Transit

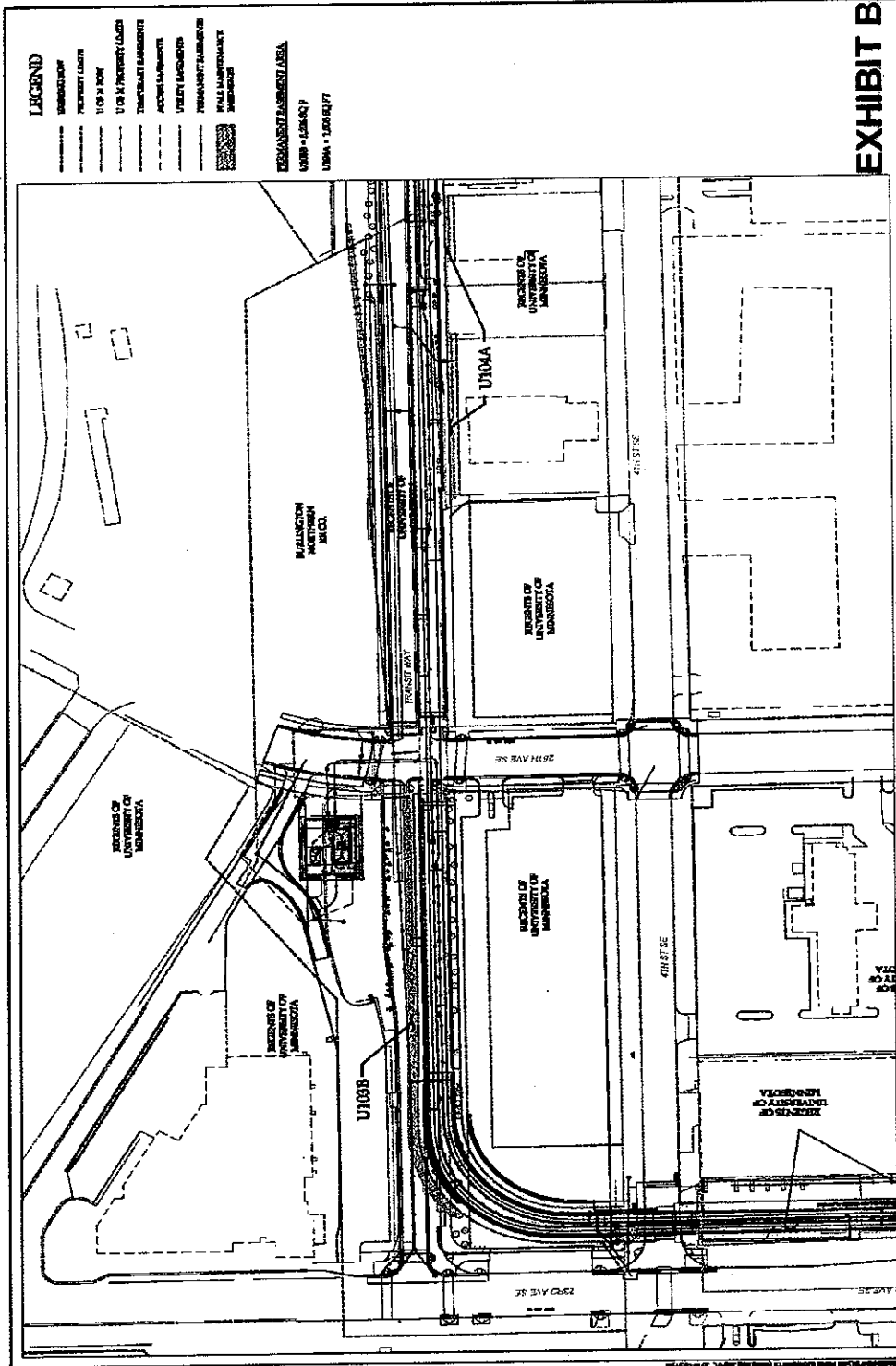


EXHIBIT B

<p>SHEET 3 OF 5</p>	<p>AECOM BANI July 7, 2010</p>	<p>SURFACE LIGHT RAIL TRANSIT AGREEMENT ATTACHMENT 8 - EASEMENT AREAS</p>	<p>Central Corridor Light Rail Transit</p>
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- LEGEND**
- DISTRICT BOUNDARY
 - PROPERTY BOUNDARY
 - LOT & BLOCK
 - 5' OF 10' PROPERTY LIMITS
 - PERMANENT EASEMENTS
 - TEMPORARY EASEMENTS
 - ACCESS EASEMENTS
 - UTILITY EASEMENTS

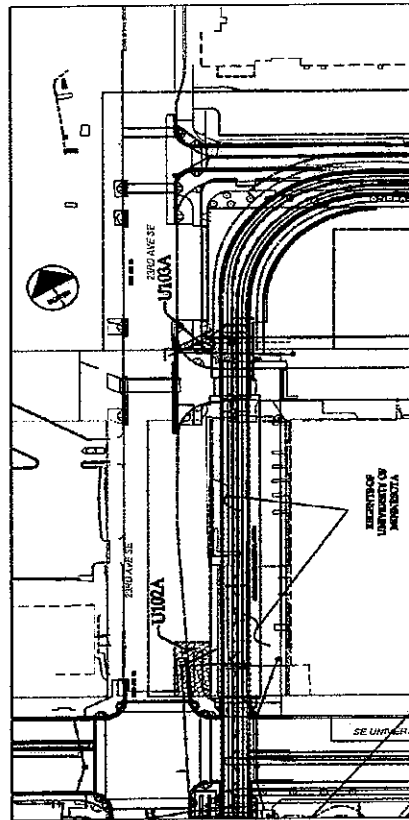
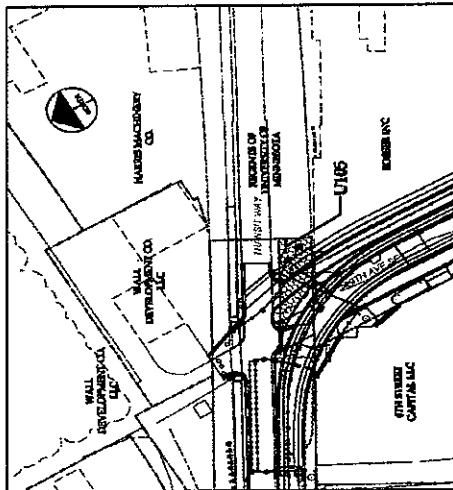
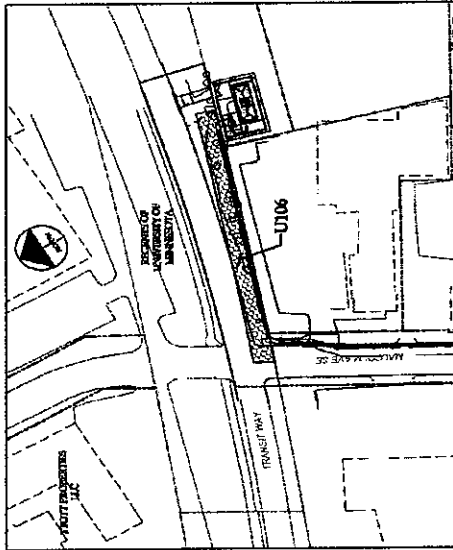


EXHIBIT B

SHEET
4 OF 5

AECOM
BANJ
August 11, 2010

SURFACE LIGHT RAIL TRANSIT AGREEMENT
ATTACHMENT B - EASEMENT AREAS

Central Corridor
Light Rail Transit

**ATTACHMENT C
UTILITIES**

Easement U105 contains the following:

- Crossing House (NIC)
- Storm Sewer and Catch Basin
- LR Bar Signal
- Crossing Gate for 29th Ave.
- Signal/Communication Manhole
- Duct Bank
- Sanitary Sewer and Manhole

Easement U106 contains the following:

- Signal/Communication and Track Electricity in shared ductbank

Easement U102A contains the following:

- Storm Sewer and Manhole
- Water Service for Station Platform

Easement U103A contains the following:

- Storm Sewer and Manhole

**ATTACHMENT D
GRANTOR REQUIREMENTS**

1. Environmental Management policy and supporting procedures, available at <http://www.policy.umn.edu/Policies/Operations/Safety/ENVIRONMENT.html>.
2. Construction Standards, available at <http://www.cppm.umn.edu/standards.html>.
3. Policies applicable to use of University property including policies related to drug-free campus, distributing publications and installing banners, the possession and carrying of weapons, smoking, and trademarks, logos, colors and seals, all available at <http://www.policy.umn.edu/>.
4. Parking policy available at <http://www1.umn.edu/pts/files/Parking%20policy%20complete.pdf>.
5. Traffic Regulation Ordinances available at <http://www1.umn.edu/regents/trafficordinance.html>.

ATTACHMENT E
WORK PERMIT PROCEDURES



Light Rail SOP

Standard Operating Procedure: Rail Operations	Publication # 100.12 Reviewed 5-2009	Revision #2 Date: 5-2009	Page 1 of 2
Title: Work Permit Procedure			
Distribution: All Rail Operations, Maintenance, and Rail Facility Employees			
Issued by: Standard Operating Procedures Committee		Approved by: Vince Pellegrin Chief Operations Officer Metro Transit	
Supersedes: Standard Operating Procedures 2007 Edition			

PURPOSE

To obtain authorization to perform work on Metro Transit Light Rail Right-of-Way, Metro Transit Light Rail has a set protocol to ensure the safety of employees, workers, and passengers.

WHEN TO USE IT

This procedure is to be used anytime:

- Scheduled work will occur within 12-feet of centerline of the rails
- Scheduled work will occur within the adjacent roadway travel lane or the berthing lane
- Scheduled work occurs within any structure/premise that can affect train service (e.g. substation, communication signal house, passenger platforms)
- Scheduled work will affect the movement of passengers to or from trains

PROCEDURE AND RESPONSIBILITIES

The Metro Transit Light Rail Right-of-Way Allocation Request form (Work Permit) is to be completed by any Metro Transit employee or outside contractor desiring to do work, as described above, on Metro Transit Light Rail Right-of-Way.

Before work begins, any persons requesting Metro Transit Light Rail Right-of-Way access, must first attend the On-Track Right-of-Way safety training program. After completion of the Training Program the requestor must attend the Right-of-Way Track Allocation meeting and be prepared to discuss the work in full detail. In most instances approval will be given to the requestor at this meeting.

CONTRACTOR MUST

- Produce proof of insurance and the Metro Transit Light Rail Right-of-Way training card or certificate at the Track Allocation Meeting
- Not begin work on the Metro Transit Light Rail Right-of-Way until the request has been approved and a Right-of-Way Permit has been issued
- The Right-of-Way training card must be in the possession of all persons entering Metro Transit Light Rail Right-of-Way

Printed: 7/8/2009 9:47:33 AM © Metropolitan Council 2007/2009

EXHIBIT E

Publication Number: 100.12	Revision #2 Date:5-2009	Page: 2 of 2
Title: Work Permit Procedure		

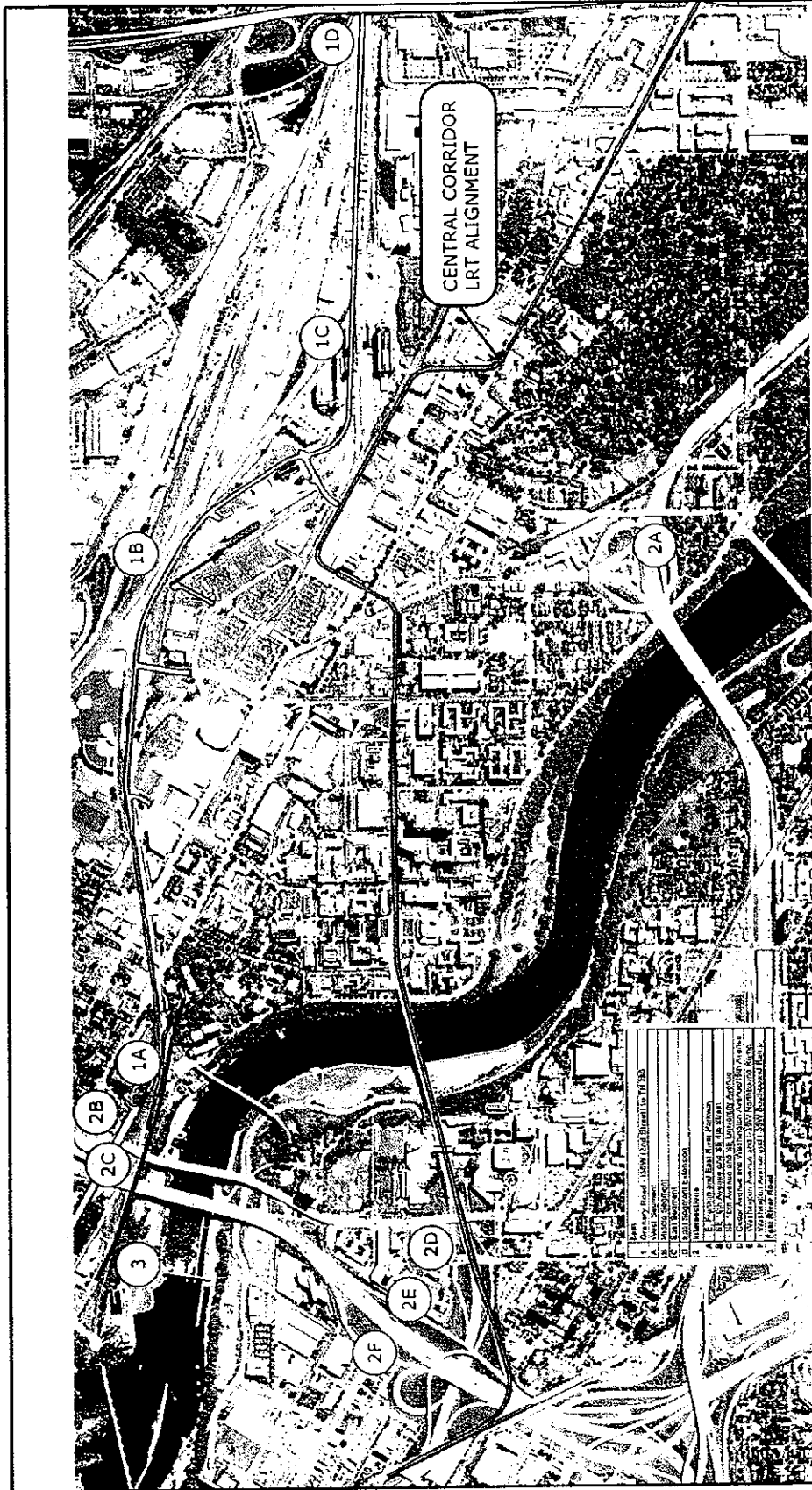
— Understand the methods of worker protection

Internal departments must complete the form and attend the meeting one-week in advance of the work being requested.

Before work commences, on a daily basis, the On-Scene-Supervisor/Coordinator must call the Rail Control Center (612-341-5710) for daily activation of the Work Permit and notification on the Metro Transit Light Rail Right-of-Way.

The Metro Transit Light Rail Right-of-Way Track Allocation meetings will be held, unless otherwise specified, every Thursday at 2:00 pm, in the Operations and Maintenance Building (O & M) 3rd Floor, Conference Room. Completed forms should be faxed to 341-5677, Attention: Manager Rail Transportation.

EXHIBIT G
Transportation System Improvements



TRANSPORTATION SYSTEM
IMPROVEMENTS

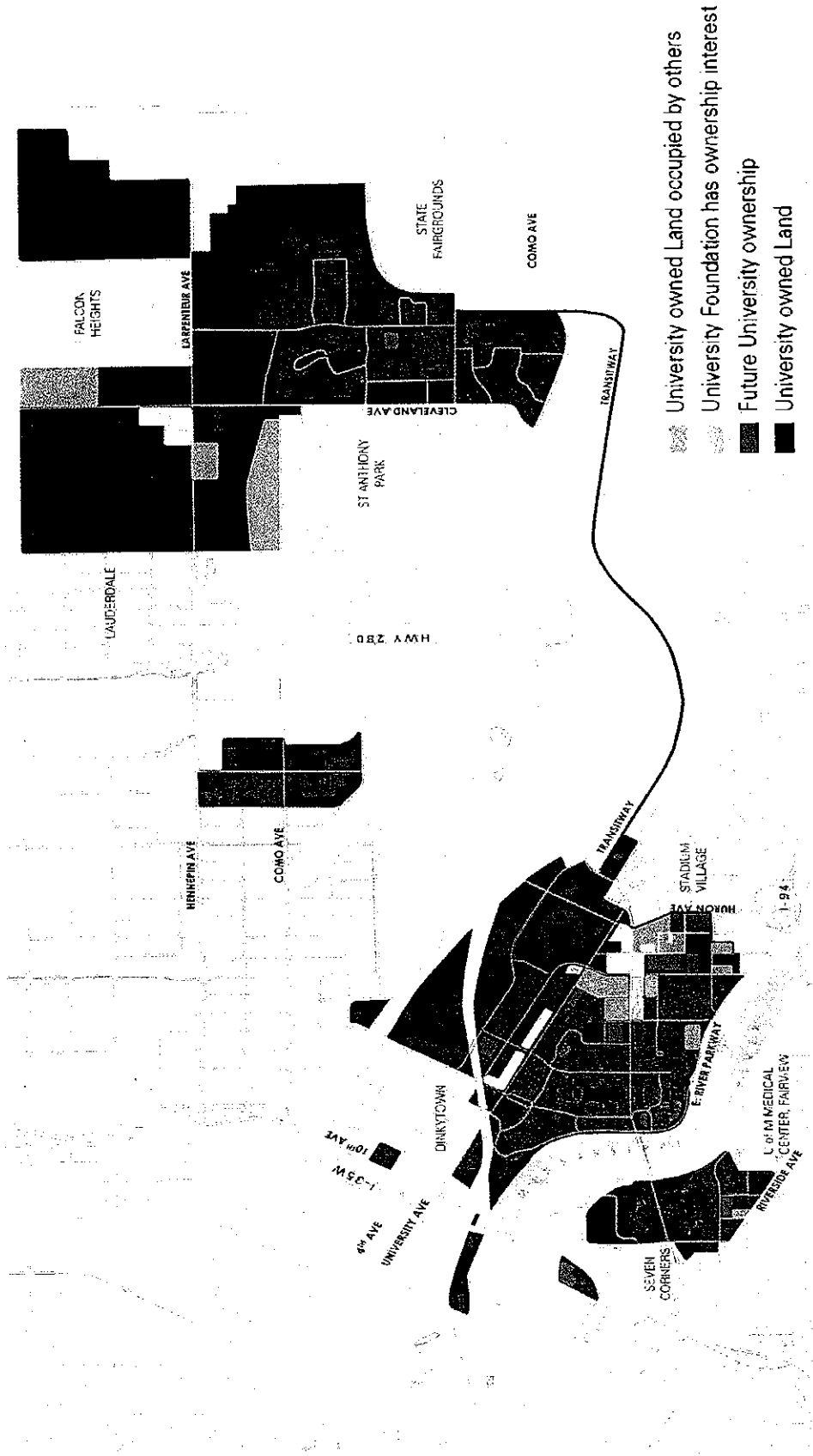
EXHIBIT G
SEPTEMBER 1, 2010

DEVELOPMENT AND CONSTRUCTION AGREEMENT
BY AND AMONG THE METROPOLITAN COUNCIL, THE
UNIVERSITY OF MINNESOTA, HENNEPIN COUNTY, AND
MINNEAPOLIS FOR THE CENTRAL CORRIDOR LIGHT
RAIL TRANSIT PROJECT WITHIN THE UNIVERSITY OF
MINNESOTA MINNEAPOLIS CAMPUS

Central Corridor
Light Rail Transit

EXHIBIT H
University Campus Depiction

University of Minnesota Twin Cities Campus

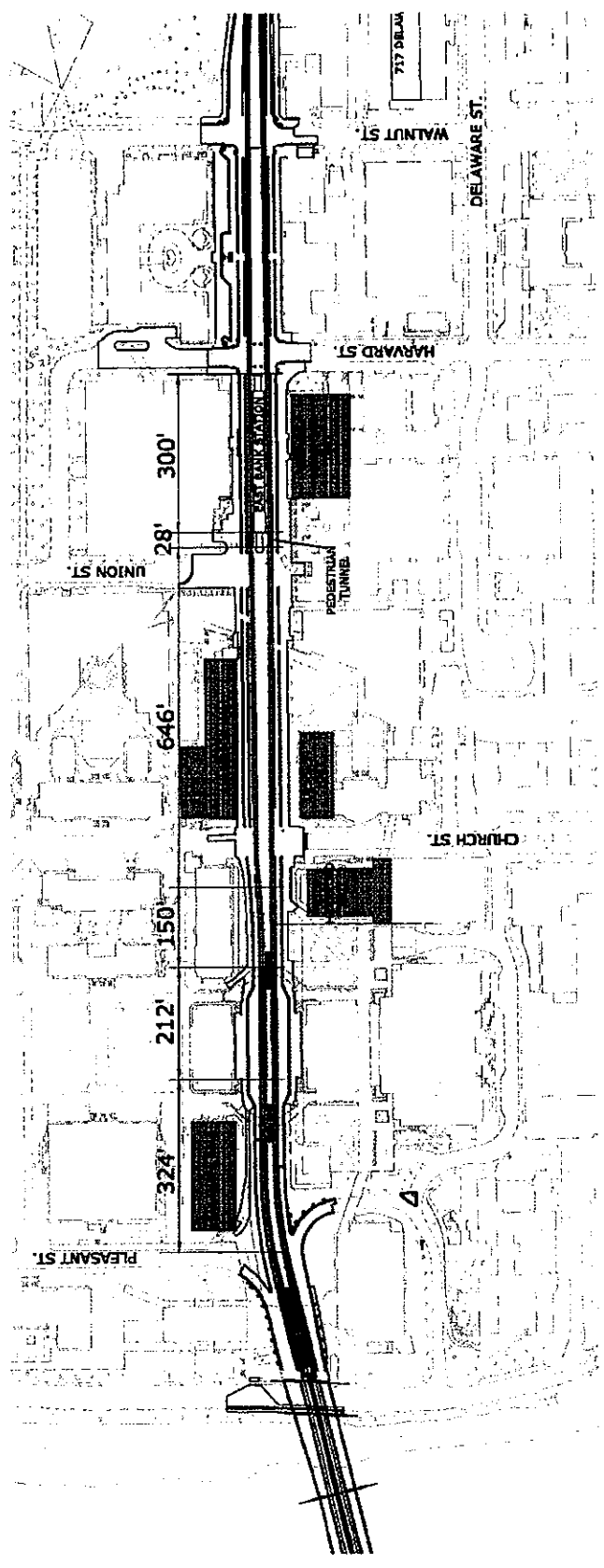


Campus Growth: Regents Boundary

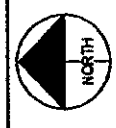
EXHIBIT H

EXHIBIT I
Vibration Mitigation Zone

-  Typical embedded or direct fixation track
-  Floating slab with rubber support pads
-  Floating slab with rubber support pads over pedestrian tunnel



VIBRATION MITIGATION ZONE



AGREEMENT FOR THE CENTRAL CORRIDOR
LIGHT RAIL TRANSIT PROJECT THROUGH THE
UNIVERSITY OF MINNESOTA, TWIN CITIES -
MINNEAPOLIS CAMPUS

Central Corridor
Light Rail Transit

EXHIBIT I

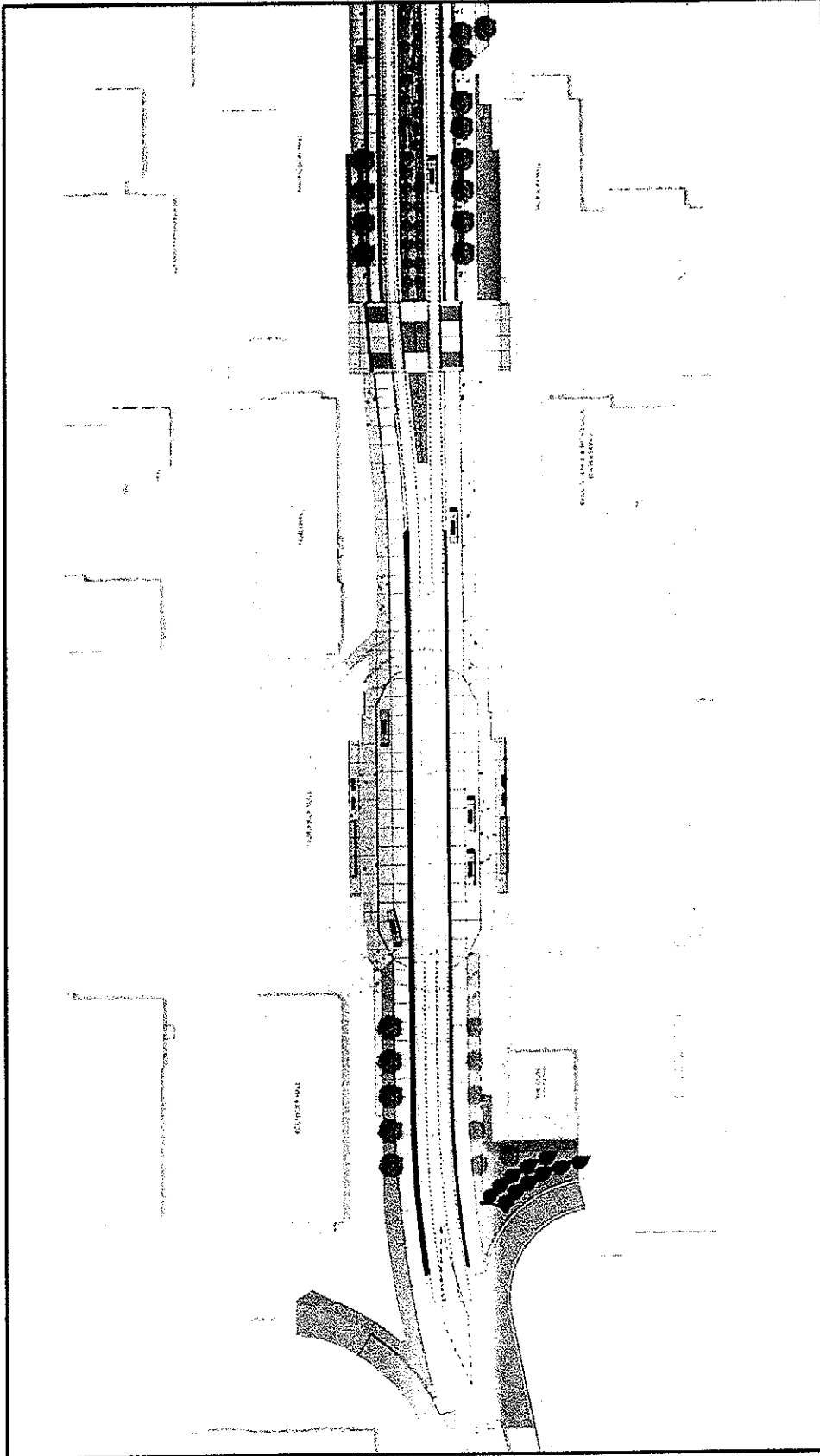
SEPTEMBER 1, 2010

EXHIBIT J
Vibration Performance Standard

**University of Minnesota Vibration Mitigation Performance Standard --
1/3-Octave Band Velocity Levels (VdB re 10⁻⁶in/sec)**

Location	1/3 Octave Band Center Frequency -- Hz																	
	4	5	6.3	8	10	12.5	16	20	25	31.5	40	50	63	80	100	125	160	200
Kolthoff Hall 93A/94 (basement)	36	36	36	36	36	36	36	36	38	42	44	43	51	36	36	38	36	36
Kolthoff Hall Rm 467	36	36	36	39	50	51	49	47	37	43	42	44	47	36	38	48	36	36
Kolthoff Hall Labs 194/196	36	36	36	36	37	43	44	40	39	46	41	38	45	36	36	36	36	36
Nils Hasselmo Hall NMR Lab 1-130	36	36	36	36	36	36	36	36	36	36	36	37	40	36	36	36	36	36
Nils Hasselmo Hall Rms 2-231/2-236	36	36	36	36	36	43	40	46	44	48	40	37	41	36	36	36	36	36
Nils Hasselmo Hall Rm 7-231A	36	36	41	42	43	44	43	45	47	52	48	46	53	36	36	37	36	36
Amundson Hall Rm B22	36	36	36	36	38	37	36	36	40	36	36	36	39	36	36	37	36	36
Amundson Hall Rm 54	36	36	36	42	43	45	44	40	42	46	36	40	48	36	36	36	36	36
Amundson Hall Rm 323	36	36	36	36	48	51	55	52	45	45	47	41	46	43	37	45	36	36
Jackson Hall Rm 1-155	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
Jackson Hall Rm 3-142	36	36	41	48	47	56	58	56	51	50	45	36	38	39	36	36	36	36
Electrical Eng. & Computer Science Rooms 2-270/2-274	37	36	36	36	40	46	38	39	37	36	36	38	47	36	36	36	36	36
Electrical Eng. & Computer Science Rm 1-170	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
Molecular and Cellular Biology Rm 1-128B	36	36	36	36	36	36	36	36	36	36	36	36	40	36	36	36	36	36
Moos Tower Rm 5-108A	43	54	55	51	47	49	43	44	44	41	37	38	41	36	36	40	36	36
Weaver Densford Hall Rm 3-119	40	50	47	48	46	43	40	36	36	36	36	36	36	36	36	36	36	36
Weaver Densford Hall Rm 3-140	36	43	50	43	49	45	45	40	43	41	36	36	41	36	36	36	36	36
Weaver Densford Hall Rm 8-139B	51	52	52	51	51	49	49	49	45	47	37	41	46	36	36	36	36	36
717 Delaware (NMR)	36	36	36	40	46	48	49	48	46	45	36	36	36	36	36	36	36	36

EXHIBIT K
Washington Avenue
Transit/Pedestrian Mall Design



<p>Central Corridor Light Rail Transit</p>	<p>AGREEMENT FOR THE CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT THROUGH THE UNIVERSITY OF MINNESOTA, TWIN CITIES. MINNEAPOLIS CAMPUS</p>	<p>WASHINGTON AVENUE TRANSIT/ PEDESTRIAN MALL</p>		<p>EXHIBIT K SEPTEMBER 1, 2010</p>
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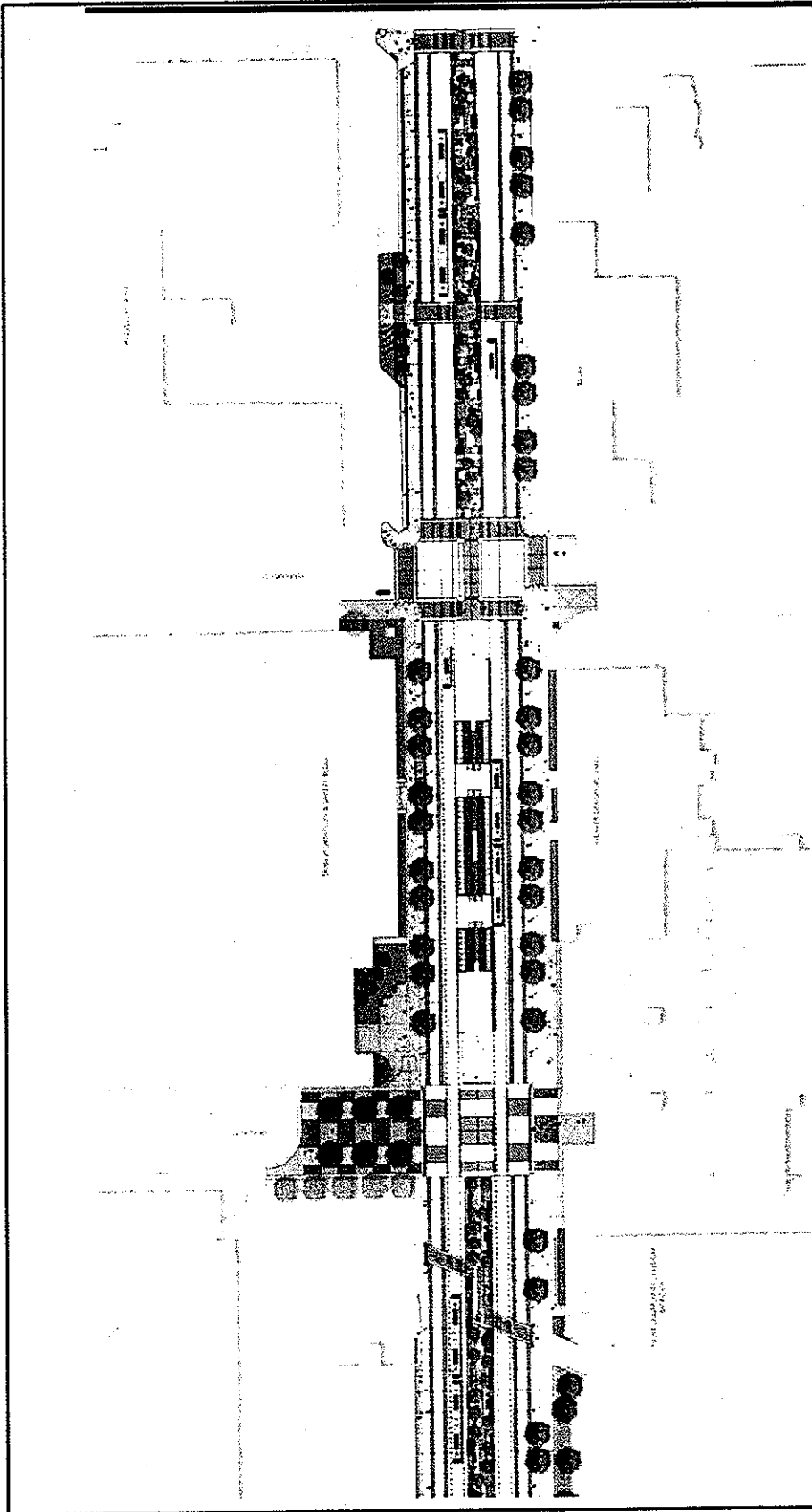
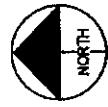


EXHIBIT K
 SEPTEMBER 1, 2010



WASHINGTON AVENUE TRANSIT/
 PEDESTRIAN MALL

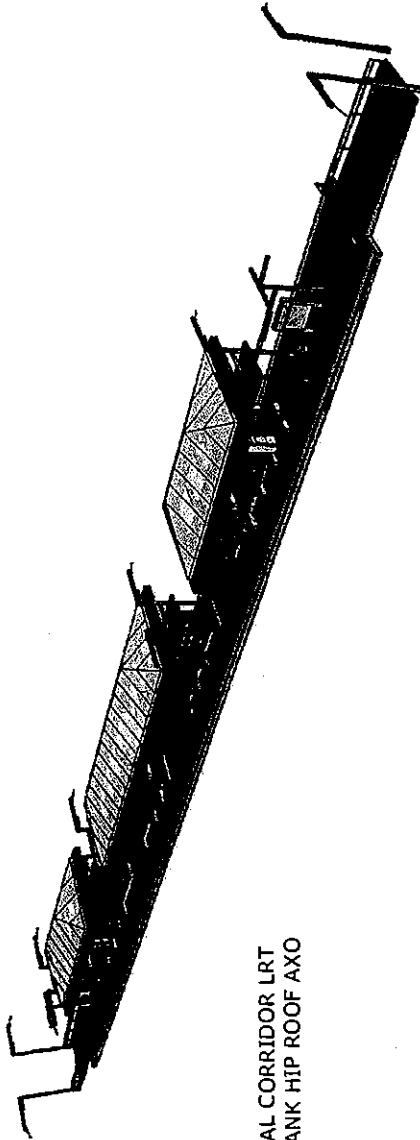
AGREEMENT FOR THE CENTRAL CORRIDOR
 LIGHT RAIL TRANSIT PROJECT THROUGH THE
 UNIVERSITY OF MINNESOTA, TWIN CITIES-
 MINNEAPOLIS CAMPUS

Central Corridor
 Light Rail Transit

EXHIBIT L

This Exhibit L has been left intentionally blank

EXHIBIT M-1
East Bank Station Canopy



CENTRAL CORRIDOR LRT
EAST BANK HIP ROOF AXO



CENTRAL CORRIDOR LRT
EAST BANK HIP ROOF ELEVATION

<p>Central Corridor Light Rail Transit</p>	<p>AGREEMENT FOR THE CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT THROUGH THE UNIVERSITY OF MINNESOTA, TWIN CITIES - MINNEAPOLIS CAMPUS</p>	<p>EAST BANK STATION CANOPY</p>		<p>EXHIBIT M-1 SEPTEMBER 1, 2010</p>
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Exhibit M-2
Stadium Village Station Brick Column Wraps

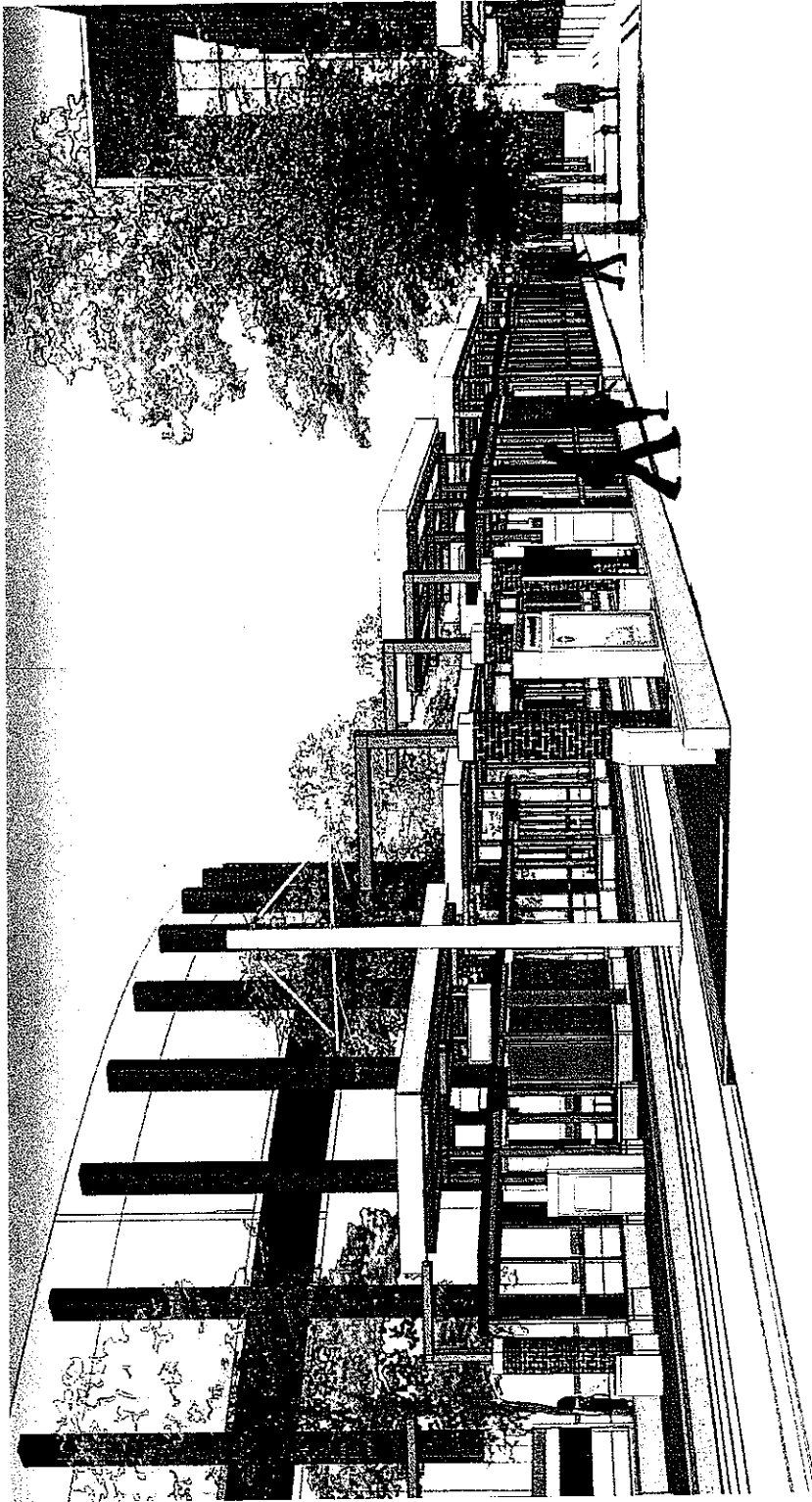
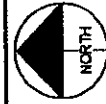


EXHIBIT M-2

SEPTEMBER 1, 2010

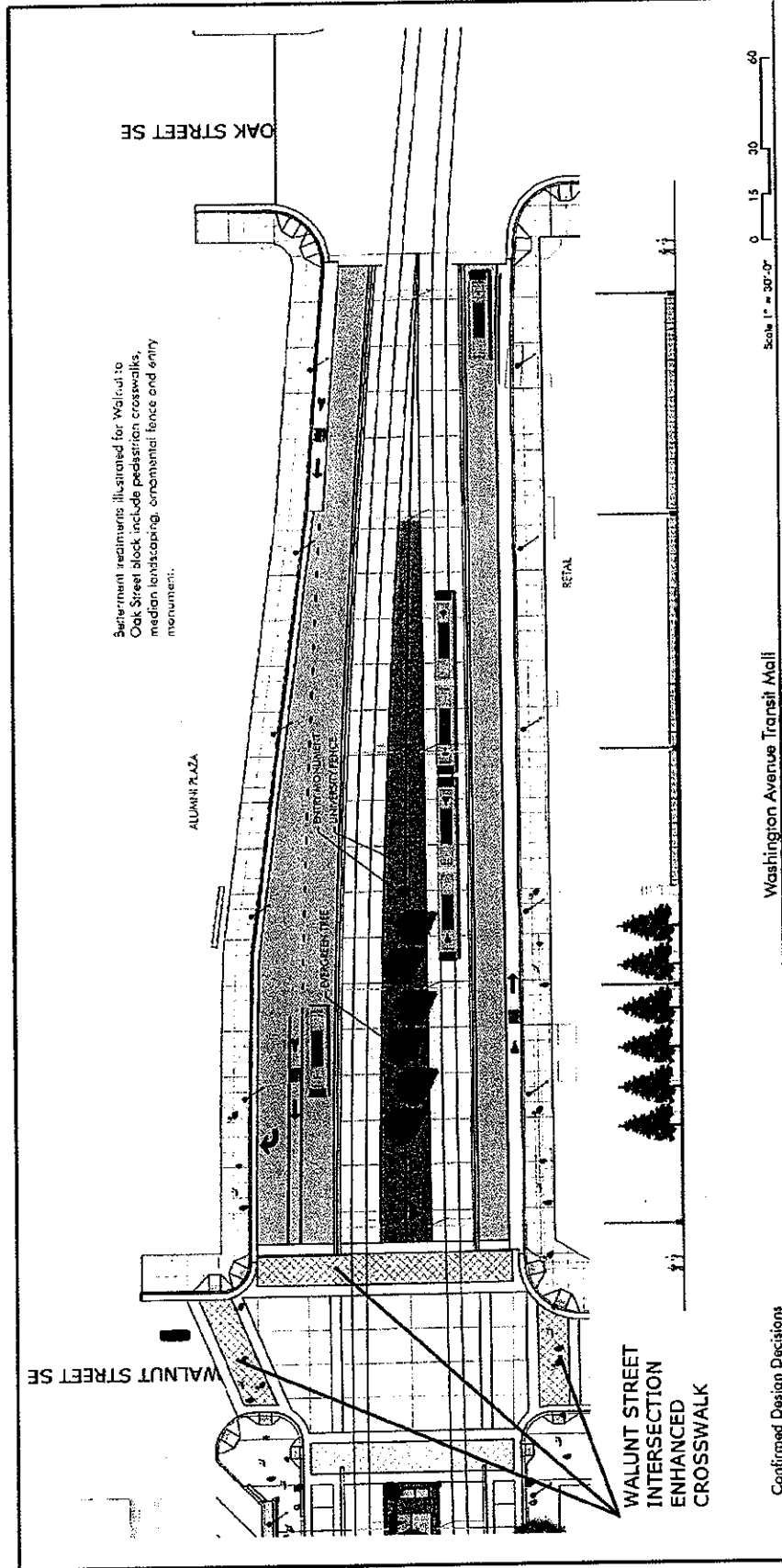


STADIUM VILLAGE STATION
BRICK COLUMN WRAPS

AGREEMENT FOR THE CENTRAL CORRIDOR
LIGHT RAIL TRANSIT PROJECT THROUGH THE
UNIVERSITY OF MINNESOTA, TWIN CITIES -
MINNEAPOLIS CAMPUS

Central Corridor
Light Rail Transit

EXHIBIT M-3
Enhancements-Washington Avenue
from Walnut Street S.E. and Oak Street S.E.



Enhancement recommendations illustrated for Walnut to Oak Street block include pedestrian crosswalks, median landscaping, ornamental fence and entry monument.

Scale 1" = 30'-0"

Washington Avenue Transit Mall
 Illustrative Plan - Walnut St. to Oak St. Betterment
 January 14, 2010

Confirmed Design Decisions

WALNUT STREET
 INTERSECTION
 ENHANCED
 CROSSWALK

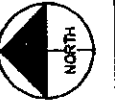
<p>AGREEMENT FOR THE CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT THROUGH THE UNIVERSITY OF MINNESOTA, TWIN CITIES- MINNEAPOLIS CAMPUS</p>	<p>ENHANCEMENTS - WASHINGTON AVENUE FROM WALNUT STREET SE TO OAK STREET SE</p>		<p>EXHIBIT M-3 SEPTEMBER 1, 2010</p>
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EXHIBIT N
Vibration Certification Protocol

Test Summary
SI-15 Floating Slab Track Vibration Mitigation Test Certification Protocol

CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT PRE-REVENUE TESTING	
TEST NAME:	Floating Slab Vibration Mitigation Test Certification – Protocol
TEST PROCEDURE #:	Metro Transit Pre-Revenue Test Procedure X.X will be used for this test.
TEST OBJECTIVE:	Certify CCLRT operates in compliance with the Vibration Performance Standards specified in the Agreement. Vibrations will be measured for compliance at nineteen University labs.
TEST DESCRIPTION:	<p>Three car consists will be operated at 5 MPH decremental speeds beginning at 25 MPH and concluding at lesser speeds on single track (EB and WB) and on double track with trains passing in front of certain labs through the Vibration Impact Zone. Smaller consists, one car and two car tests, will be conducted if necessary. The 25 MPH runs will be for demonstration and will not apply to certification. Test runs at 20 MPH with three car consists will be conducted as part of the certification. * If test data at 20 MPH consists complies with Article 5.2.A, a limited number of test runs at 15 MPH and 10 MPH will be conducted at 6-8 of the 19 labs to ensure the mitigation system behaves in a predictable manner at the slower speeds. Vibration test data will be collected at nineteen mutually agreed University labs at mutually agreed times of day. Tests will be conducted over a range of temperatures, as weather conditions permit during certification testing. If certification testing is not conducted during cold weather conditions, the Met Council will conduct a limited number of test the first January following the commencement of revenue service in order to confirm compliance with the Vibration Performance Standards in cold weather conditions.</p> <p>*Tests will replicate normal revenue service operating conditions and speeds, including stopping at the East Bank Station, maintaining 20 MPH through the Church Street intersection then accelerating up to 30 MPH approaching the Washington Avenue Bridge between Church Street and Pleasant Street (west bound), decelerating from 30 MPH after exiting the Washington Avenue Bridge between Pleasant Street and Church Street (east bound) while maintaining 20 MPH through the Church Street intersection, etc...</p>

**CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT
PRE-REVENUE TESTING**

<p align="center">Facilities:</p>	<ul style="list-style-type: none"> - Analysis system capable of providing metrics including Leq, Lmax, and percent exceedance levels <p>Rail Control Center</p>
<p>TIME REQUIRED:</p>	<p>Estimated six days, eight hours each day during quieter hours generally between 7:00 p.m. and 7:00 a.m. with testing permitted other hours of the day if the parties agree that the alternate hours allow for the clear identification and measurement of vibrations attributable to CCLRT.</p>
<p>DATA ANALYSIS</p>	<p>Metro Transit will provide vibration monitoring equipment field data from each of the nineteen monitoring locations for all of the train passbys (the three car consists single direction (EB and WB) and for two consists concurrently passing in front of certain labs). Smaller consists, one car and two car tests, will be conducted if necessary. The Council will collect, analyze and present data in a format generally consistent with the Council's published December 2008 vibration report.</p>
<p>ACCEPTANCE CRITERIA:</p>	<p>Ten train passes would be conducted for the three car consist test in each direction and for the train passing tests. Two car and one car consist tests would only be conducted in the event the three car consist test is unable to certify compliance. LRV caused vibration as tested in the nineteen labs is in compliance with Article 5.2.A in the executed Agreement for the CCLRT Project through the University of Minnesota Twin Cities – Minneapolis campus. The Met Council Certification would be signed by the CCLRT Program and Project Directors. The University's Vice President for University Services and the Vice President of Research would serve as the University authorized signatories for CCLRT vibration certification.</p>

EXHIBIT O
EMI Certification Protocol

Test Summary
SI-16 Double Split Power Supply
Electro Magnetic Interference Mitigation Test Certification Protocol

CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT PRE-REVENUE TESTING	
TEST NAME:	Double Split Power Supply Electro Magnetic Interference Mitigation Test Certification Protocol
TEST PROCEDURE #:	Metro Transit Pre-Revenue Test Procedure y.y will be used for this test.
TEST OBJECTIVE:	<p>Certify CCLRT operates in compliance with EMI Performance Standards as specified in the Agreement.</p> <p>Met Council will conduct tests in each of the following seven University buildings: Hasselmo Hall, Jackson Hall, Amundson Hall, Weaver-Densford, Kolthoff Hall, Moos Tower, and Molecular and Cellular Biology; and in front of Electrical Engineering and Computer Science (“EECS”) and 717 Delaware, in simulated indoor conditions, to determine whether CCLRT operations in the EMI Impact Zone will comply with EMI Performance Standards at approximate distances of 75’, 100’ or 110’ from track center line at 3’ above top of rail.</p> <p>Except where specifically stated to the contrary, all test data collected pursuant to this protocol is for certification purposes.</p>
TEST DESCRIPTION:	<p>Three car consists will be operated at 5 MPH decremental speeds beginning at 25 MPH and concluding at lesser speeds on single track (EB and WB) through the EMI Impact Zone. Additionally, three car consists will be operated at 5 MPH decremental speeds beginning from 25 MPH and concluding at lesser speeds with EB and WB trains passing concurrently in front of Hasselmo, Jackson, Amundson, Weaver Densford, Kolthoff, Moos Tower, Molecular and Cellular Biology, EECS and 717 Delaware, through the EMI Impact Zone. Smaller consists, one car and two car, tests will be conducted if necessary. The 25 MPH runs will be for demonstration and will not apply to the certification. Test runs at 20 MPH will be conducted as part of the certification. If test data at 20 MPH complies with Article 5.3.A, additional test runs at 5 MPH lesser speed tests and smaller consists will not be required of Metro Transit.*</p>

EMI tests will also be conducted for three car consists stopping EB at Church Street and stopping WB at Church Street. EMI tests for informational purposes only will be conducted for three car consists stopping concurrently EB and WB at Church Street. The rate of acceleration will be 1.6 mphpsps and deceleration will be 1.2 mphpsps. Smaller consists, one car and two car, tests will be conducted if necessary.

Three car consists will be operated at 5 MPH decremental speeds beginning at 25 MPH and concluding at lesser speeds on single track (EB and WB) through the EMI Impact Zone with Traction Power Substation #2 (West Bank) out of service. Smaller consists, one car and two car tests, will be conducted if necessary. The 25 MPH runs will be for demonstration and will not apply to the certification. Test runs at 20 MPH will be conducted as part of the certification. If test data at 20 MPH complies with Article 5.3.A, additional test runs at 5 MPH lesser speed tests and smaller consists will not be required of Metro Transit.

Met Council will conduct tests in each of the following seven University buildings: Hasselmo Hall, Jackson Hall, Amundson Hall, Weaver-Densford, Kolthoff Hall, Moos Tower, and Molecular and Cellular Biology; and in front of Electrical Engineering and Computer Science ("EECS") and 717 Delaware, in simulated indoor conditions, as mutually agreed by the University and the Council.

Exact testing locations and conditions will be established by mutual agreement to best approximate the distances specified by the EMI Performance Standards for both the Bz and Br fields. For example, in Kolthoff Hall, testing locations will be established at approximately 75 feet from the nearest track centerline for the Bz field and at approximately 100 feet from the nearest track centerline for the Br field at two separate locations: one within the 135 foot end zone and one within the remaining easterly portion of the building as depicted in Exhibit M. For 717 Delaware and EECS, testing locations will be in simulated indoor conditions, as mutually agreed by the Council and by the University, at 75 feet from the nearest track centerline for the Bz field and at 100 feet from the nearest track centerline for the Br field.

*All tests will replicate normal revenue service operating conditions and speeds, including stopping at the East Bank Station, maintaining 20 MPH through the Church Street intersection then accelerating up to 30 MPH approaching the Washington Avenue Bridge between Church Street and Pleasant Street(west bound),

	<p>decelerating from 30 MPH after exiting the Washington Avenue Bridge between Pleasant Street and Church Street (east bound) while maintaining 20 MPH through the Church Street intersection, etc...</p>
<p>TEST PREREQUISITE:</p>	<p>Dynamic System Test successful completion. EMI monitor calibration mutually accepted by Metro Transit and the University. University provided continuous four hour EMI "quiet time", defined as a time when random shifts from the noise floor greater than 0.5 mG for any axis (Bx, By, or Bz) or .86 mG for the resultant (Br) are sufficiently infrequent (typically < 5 in 5 minutes) so as to allow for the clear identification and measurement of DC field shifts attributable to CCLRT (no CCLRT train operation and OCS not energized). The rate of sampling for quiet time testing shall be 10 samples per second and for the DSPS EMI certification testing shall be 10 samples per second.</p> <p>Five business day advance notice to the University prior to start of certification.</p>
<p>RESOURCES REQUIRED:</p>	<p>Personnel: Metro Transit: Rail Control Personnel, Movement Coordinator, Traction Power Manager, Vehicle Operator CCPO: Environmental Project Manager and EMI Monitoring Consultant U of M: CCLRT Liaison, Facilities Management, Central Security, Laboratory personnel</p> <p>Equipment: Three car LRV consists initially to be followed by a pair of three car LRV consists, Mainline tracks between West Bank and Stadium Village Stations. EMI monitors at 75 ft and 100 or 110 feet in seven buildings: Hasselmo, Jackson, Amundson, Weaver Densford, Moos Tower, Molecular and Cellular Biology and two separate locations in Kolthoff. Monitors will also be placed in simulated indoor condition spaces near EECS and 717 Delaware at 75 ft and 100 or 110 ft.</p> <p>The Meda FVM-400 Fluxgate Magnetometer or Bartington Mag-03 Three-axis fluxgate magnetometer or equivalent will be utilized for the EMI measurements. The actual three-axis fluxgate magnetometer systems proposed for use to be mutually acceptable to the University and Metro Transit. Calibration certificates for each of the instruments to be provided well in advance of the LRT</p>

Facilities:	testing. Rail Control Center
TIME REQUIRED:	Estimated up to 30 days, 4 hours per day.
DATA ANALYSIS	<p>Metro Transit will provide EMI monitor field data from each monitoring location for all of the train passes for three car consist single direction (EB and WB) and for two consists three car pairs of consists concurrently passing in front of certain labs. All test data collection will be clearly time/date stamped and synchronized with time/date stamped LRT position and operating condition data.</p> <p>Additional EMI data will be collected and provided to the University for three car consists stopping EB at Church Street and stopping WB at Church Street. EMI data will be collected from informational purposes only and provided to the University for three car consists stopping concurrently EB and WB at Church Street.</p> <p>Additional EMI data will be collected and provided to the University for three car consists operated at 5 MPH decremental speeds beginning at 25 MPH and concluding at lesser speeds on single track (EB and WB) through the EMI Impact Zone with Traction Power Substation #2 out of service and separately with Traction Power Substation #3 out of service. All train passbys with TPSS #2 or TPSS #3 out of service will be for demonstration only. A full set of ten train passbys EB and ten train passbys WB will not be required for these demonstration runs. The parties will agree when adequate demonstration runs have created a pattern of data to reveal the EMI impact of TPSS #2 or TPSS #3 if any. If demonstration data at 20 MPH reveals no material change to EMI impacts with TPSS #2 or TPSS #3 out of service, additional demonstration runs at 5 MPH lesser speeds and smaller consists will not be required of Metro Transit.</p> <p>Ten train passes will be conducted for each of the three car consist tests in each direction; for three car consist tests with trains passing concurrently in front of certain buildings; for three car consist tests stopping EB at Church Street, stopping WB at Church Street, and for informational purposes, concurrently EB and WB consists stopping at Church Street.</p> <p>All EMI test data collected will be subject to adjustment to three feet above top-of-rail from the elevation to be comparable to the performance standard provided for in Article 5.3.A. The</p>

	<p>methodology proposed to compensate for any elevation “adjustment” to the recorded data must be presented to the University well in advance of the testing date. Such mathematical adjustment parameters must be mutually agreed to by the University and the Met Council.</p> <p>If during EMI certification testing, a spike in the electromagnetic field is indicated in the test data that does not appear to fit the LRV signature as measured by other train passbys at that particular location, the Met Council and the University will confer to determine whether such anomalous spike is the result of background conditions. Any data point anomalies that are the result of background conditions will be removed from consideration.</p> <p>*All tests will replicate normal revenue service operating conditions and speeds, including stopping at the East Bank Station, maintaining 20 MPH through the Church Street intersection then accelerating up to 30 MPH approaching the Washington Avenue Bridge between Church Street and Pleasant Street (west bound), decelerating after exiting the Washington Avenue Bridge between Pleasant Street and Church Street (east bound) while maintaining 20 MPH through the Church Street intersection, etc...</p>
ACCEPTANCE CRITERIA:	<p>LRV caused Electro Magnetic Interference as tested is in compliance with Article 5.3.A in the executed Agreement for the CCLRT Project through the University of Minnesota Twin Cities – Minneapolis Campus. The Met Council certification will be signed by the CCLRT Program and Project Directors. The University’s Vice President for University Services and the Vice President of Research will serve as the University authorized signatories for CCLRT EMI certification.</p>

EXHIBIT P
Vibration Testing and Monitoring

Vibration Testing and Monitoring

I. Vibration Testing Program

The Met Council and the University will develop and the Met Council will implement a periodic vibration testing program to verify that the vibration mitigation has been constructed as designed and to verify the effectiveness of the mitigation during CCLRT operations. The Met Council will provide a comprehensive analysis and report for each such testing period. The vibration testing program will include:

- A. **Pre-Revenue Testing.**
During pre-Revenue Service testing, vibration certification tests will be conducted as specified in Section 4.5 and the Exhibit N of the Agreement.
- B. **First year of Revenue Service.**
During the first year of Revenue Service operations, vibration tests will be conducted in up to eight (8) laboratories, which shall be identified from those listed in Exhibit J of this Agreement and based on the results received from the pre-Revenue Service Certification testing protocol at all laboratories identified. The laboratories which shall be tested shall be identified by the University in consultation with the Met Council. Testing shall take place every three months during this period. Additional vibration testing will be conducted as necessary pursuant to Section 5.4.A of the Agreement.
- C. **Revenue Service Operations.**
During Revenue Service operations, vibration tests will be conducted at up to eight (8) laboratories, which shall be identified from the list of research laboratories listed in Exhibit J to this Agreement. The laboratories which shall be tested shall be identified by the University in consultation with the Met Council. Testing shall take place every six months during this period. Additional vibration testing will be conducted as necessary pursuant to Section 5.4.A of the Agreement.

II. Vibration Monitoring Program.

Per Article 5 of this Agreement, the University will design, operate, and maintain a Vibration Monitoring System. As part of the Project, the Met Council shall install the University's wheel flat detection system.

- A. **Program Components.**
The complete vibration monitoring system may include the three following primary system components:
 - 1. Control locations component with transducers located in accessible boreholes within 25 to 50 feet of the Central Corridor LRT tracks,
 - 2. Monitored buildings component with measurement instruments located in eight buildings, and

3. Flat wheel detection component designed to detect trains with substantial wheel flats before they reach the University Campus.

B. Program Purpose. The purpose of such monitoring system is to achieve the following objectives:

1. Measure, record, analyze and transmit vibration data collected at the University Campus in the vicinity of the Central Corridor LRT alignment along Washington Avenue.
2. Continuous and long-term monitoring to ensure that 1/3-octave band vibration levels due to Central Corridor LRT trains remain within the specified thresholds of this exhibit.
3. Fail-safe operation with redundant systems.
4. Real-time data analysis.
5. Real-time data access by both University and Met Council approved personnel.
6. Detect increases of average or maximum vibration levels due to track or other LRT system degradation over both short and long periods of time.
7. Warning system: event generation for issuing slow orders.
8. Long-term archival storage of vibration data.
9. Scalability: The system shall be capable of expansion as needed.
10. Train identification and time stamp.

C. Elements of Monitoring System Components:

1. Control Locations Component: Transducers would be located in boreholes near the Central Corridor LRT tracks on the west and east before entering the University Campus in a manner so as to reduce the influence of vibration generated by sources other than trains. The signals from these monitors would be transmitted to data acquisition systems located near the boreholes in utility boxes.
2. Monitored Buildings: Transducers and data acquisition systems will be located in the basements of the below eight University buildings in the vicinity of specific laboratories. The signals from these monitors would be transmitted to 1/3-octave band analyzers located in the buildings, or the raw vibration data would be transmitted directly to a centralized server for processing (i.e, signal analysis).
 1. Koltoff Hall 93 and 94A
 2. Nils Hasselmo Hall 1-130 or nearby lab
 3. Amundson Hall B22
 4. Jackson Hall 1-115
 5. EECS 2-270/4
 6. Molecular and Cellular Biology 1-128B
 7. Weaver Densford Hall 3-119

8. 717 Delaware 3-144

3. Flat Wheel Detection System: An "early" warning system consisting of flat wheel monitors at two locations to be determined by the University. These monitors would alert the Central Corridor LRT Control Center to a vehicle with flatted or substantially eccentric wheels that might produce excessive vibration on campus. The flat wheel monitor system would be independent of the University Monitoring System, but the wheel flat data would be used to discriminate train vibration from vibration caused by other sources.
4. Network: Monitoring data would be transmitted by ethernet and/or fiber optic communications link to a location to be determined.
5. Server: A server would be at a location to be determined to evaluate and archive ground vibration data obtained from the various monitoring stations. The server would analyze the data, perform statistical analyses and correlations between measurement points to assess validity of train detections, and indicate whether Central Corridor LRT trains produced excessive vibration. The server would provide an internet accessible portal.

- D. Met Council Review and Approval of Vibration Monitoring System.
Any elements of the Vibration Monitoring System that require installation a) over the LRT guideway (limited to 25-feet above the top of the LRT tracks), b) under the LRT guideway (limited to four (4) feet below the tops of the LRT tracks, and/or c) across the LRT guideway, shall require the express consent and approval by the Metropolitan Council prior to installation.

EXHIBIT Q
EMI Testing and Monitoring

EMI Testing and Monitoring

I. EMI Testing Program

The Met Council and the University will develop and the Met Council will implement a periodic testing program to verify that the EMI mitigation system has been constructed as designed and to verify that CCLRT Operations meet the EMI Performance Standards. Such program will be provided by qualified personnel. The EMI testing personnel will provide and use a portable measurement system. The Met Council will provide a comprehensive analysis and report for each such testing period. The Met Council and the University will agree to specific locations, procedures for the testing program prior to the start of pre-revenue service testing based on the following:

- A. **Pre-Revenue Testing:**
During pre-Revenue Service testing, EMI certification tests will be conducted as specified in Section 4.5 and Exhibit O of the Agreement.
- B. **First year of Revenue Service:**
The Met Council will conduct EMI measurements every three months during the first year of revenue service to verify that EMI levels remain within the EMI Mitigated Performance Standard. Additional EMI testing will be conducted as necessary pursuant to Section 5.4.A of the Agreement.
- C. **Revenue Service Operations:**
Following the first year of revenue service, the Met Council will conduct EMI measurements twice a year to verify that EMI levels remain within the EMI Mitigated Performance Standard. Additional EMI testing will be conducted as necessary pursuant to Section 5.4.A of the Agreement.

II. Monitoring

The University will implement an EMI monitoring system to verify that the EMI mitigation system has been constructed as designed and to verify that CCLRT Operations meet the EMI Performance Standards. The University shall pay for the EMI Monitoring System's design, installation, operation, and maintenance costs.

Such EMI monitoring system may consist of the following:

Permanent installation of 3-5 magnetometer sensors at locations within the EMI Impact Zone. The quantity and location of permanently installed magnetometers to be determined by the University prior to the start of revenue service. The magnetometers will be networked to a central computer system equipped with software which will continuously monitor on a 24/7 basis, EMI threshold levels at the sensor locations and provide a "first level" indication or alarm of any threshold violation.

This "first level" alarm system is intended to identify exceedances of the EMI Performance Standards. It is not the intention of such a monitoring system to trigger

remedies as identified in Article 10, but rather to identify potential problems immediately, rather than waiting until the scheduled testing described above. If this monitoring system detects an exceedance, the University and the Met Council will review the data and either the University or the Met Council may determine that there is a need for additional testing to be conducted prior to the next scheduled testing, as specified in section 5.4.A of the agreement. Exceedances of the EMI Performance Standards as a result of the testing regimen above would be the trigger for remedies.

EXHIBIT R
Depiction of Traffic Signal
and Pedestrian Lighting Poles

EXHIBIT R

DEPICTION OF TRAFFIC SIGNAL AND PEDESTRIAN LIGHTING POLES

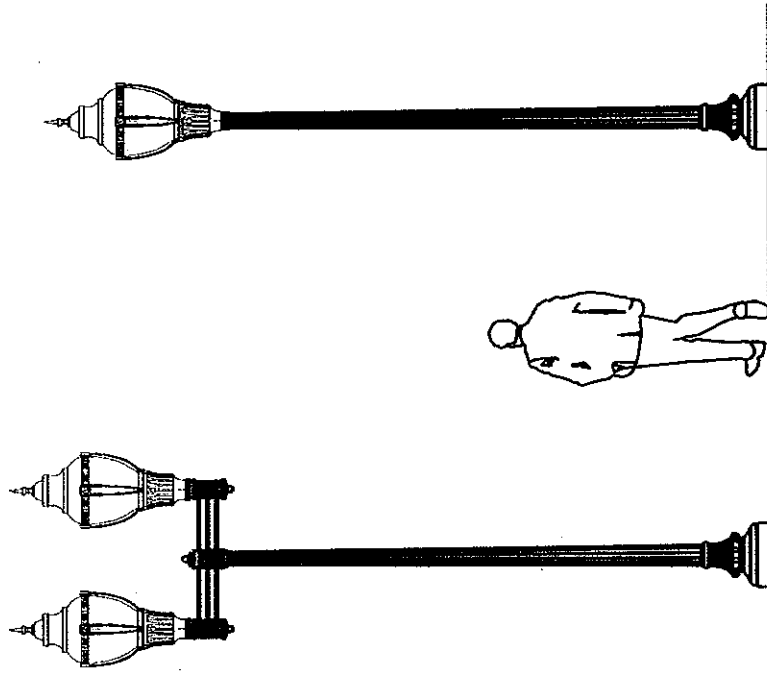


EXHIBIT S
Location of Traffic Signal
and Pedestrian Lighting Poles

