

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF AGREEMENT** is made and entered into as of November 14, 2009, notwithstanding the date of the signatures of the parties, by and between the Northstar Corridor Development Authority ("NCDA") and the City of Ramsey ("CITY").

WHEREAS, on September 29, 2006, NCDA entered into Contract No. #2006-0242, Agreement for Northstar Commuter Bus Service Demonstration Project, as amended, with First Transit, Inc. (formerly Laidlaw Transit Services, Inc.) (the "Agreement") for operation of the Northstar Commuter Bus Service and the Ramsey Star Express; and

WHEREAS, on November 14, 2006, NCDA and CITY entered into Contract No. 2006-0275, a Joint Powers Agreement for Operation of the Ramsey Star Express, authorizing the NCDA to exercise its option under the Agreement for First Transit, Inc. to operate the Ramsey Star Express; and

WHEREAS, November 13, 2009 will be the final day of operation for the Northstar Commuter Bus Service due to the commencement of the Northstar commuter rail service; and

WHEREAS, in order to provide for the continued operation of the Ramsey Star Express, NCDA desires to assign all of its rights and obligations under the Agreement to CITY, and CITY desires to accept such assignment and assume the obligations of NCDA under the Agreement subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. NCDA hereby assigns and transfers to CITY all of its interests, rights, responsibilities, and duties set forth in the Agreement.
2. CITY accepts the assignment of interests, rights, responsibilities, and duties set forth in the Agreement arising or accruing on or after November 14, 2009, and shall keep and perform all conditions and covenants of the Agreement. As part of this Assignment, CITY's obligations for the payment of any and all monetary obligations payable under the Agreement for periods from and after November 14, 2009 shall be deemed to belong to CITY, but monetary obligations payable under the Agreement for periods prior to the date of this Assignment shall belong to NCDA.
3. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

4. Nothing in this Agreement is intended to waive the NCDA's rights under the indemnification and insurance provisions of the Agreement, which shall continue in full force and effect notwithstanding any provision to the contrary.

5. This Assignment shall only be effective upon execution of the attached Consent and Release by First Transit, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Agreement as of the day and year first above written.

NCDA:

NORTHSTAR CORRIDOR DEVELOPMENT
AUTHORITY

By _____
Its: Chair

Approved as to form:

Assistant Anoka County Attorney

CITY:

CITY OF RAMSEY

By: _____

Its: _____

By: _____

Its: _____

CONSENT AND RELEASE

First Transit, Inc. hereby consents to the foregoing Assignment and Assumption of Agreement in favor of the City of Ramsey and releases the Northstar Corridor Development Authority from any obligation or liability with respect thereto arising on or after November 14, 2009. In connection therewith, First Transit, Inc. confirms that it is not aware of any outstanding events of default under the Agreement.

Dated: _____, 2009

FIRST TRANSIT, INC.

By _____

Its: _____

By _____

Its: _____

