

EXHIBIT B

Authority (Resolution)

LICENSE NO. _____

DATE: _____

CITY OF SAINT PAUL

GRANTOR: _____ **CITY OF SAINT PAUL**

OFFICE OF FINANCIAL SERVICES – REAL ESTATE

City Hall Annex – 25 W. 4th St., Rm. 1000

Saint Paul, Minnesota 55102



LICENSE AGREEMENT

GRANTEE: _____ **HIGHER GROUND ACADEMY**

1381 Marshall Avenue

Saint Paul, Minnesota 55104

1) **Grant of License.** Grantor, in consideration of the payment of the fee hereinafter specified to be paid by Grantee, and the covenants and agreements herein contained, does hereby license unto Grantee the real property hereinafter referred to as the “Licensed Premises.”

2) **Licensed Premises.** Grantor is the owner of real property located in Saint Paul, Minnesota, as depicted and legally described in Exhibit A attached hereto (the “Property”). The Licensed Premises is located within the Property and includes approximately 9,300 square feet of land area, as depicted in Exhibit B attached hereto.

3) **Use.** Grantee shall use and occupy the Licensed Premises for the following purposes:

Staff parking, temporary placement and use of two portable classrooms

and for no other purpose without the prior written consent of Grantor.

4) **Term.** This license shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by Grantor or Grantee as provided herein.

| Term (Months/Years) | Commencing Date | Ending Date |
|------------------------|-----------------|---------------|
| 20 years | August 1, 2017 | July 30, 2037 |

5) **Fee.** Grantee shall pay to Grantor a license fee of **\$465.00** per year. Grantee agrees to pay **\$9,300.00** within 30 days of the first day of the term of this license, said amount representing full advance payment of the fee due over the term of the license (\$465.00/year X 20 years). Grantee shall pay the fee to Grantor at the following address: City of Saint Paul, Finance/Real Estate Section, 1000 City Hall Annex, 25 W. 4th St., Saint Paul, Minnesota, 55102. If Grantor

terminates this license at any time during the term hereof, Grantor shall refund the prorated amount previously paid by Grantee to Grantor for any remaining Term from the date of Cancellation.

- 6) **Insurance.** Grantee shall acquire during the term of this license the following coverage:
- a. Grantee shall be responsible for the self-insurance of, or the acquisition of Commercial Property Insurance on its personal property.
 - b. COMMERCIAL GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, shall be purchased by the Grantee. Such insurance shall: (i) name the City of Saint Paul as additional insured; (ii) be primary with respect to Grantor's insurance or self insurance; (iii) not exclude explosion, collapse and underground property damage; (iv) be written on an "Occurrence Form" policy basis; and (v) not contain an "aggregate" policy limit unless specifically approved in writing by Grantor.
 - c. AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$1,000,000 aggregate, covering hired, non-owned and owned automobiles.
 - d. WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$200,000 per accident and with an all states endorsement.
 - e. Grantee shall supply to Grantor current insurance certificates for policies required in Paragraph (6).
 - f. The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of Grantee to purchase and maintain additional insurance that may be necessary in relation to this License.
 - g. Nothing in this license shall constitute a waiver by Grantor of any statutory limits or exceptions on liability.
 - h. Grantee shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by Grantor, and shall deliver copies of the policies to Grantor on the date of Grantee's execution of this license. The policies required in paragraph (6) shall be endorsed to indicate that the insurer shall give the Grantor notice of any changes or cancellation per the terms of the policy.
- 7) **Real Estate Taxes and Assessments.** Grantee shall pay its proportionate share of the cost of real estate taxes, special assessments or service charges, if any, associated with Grantee's use of the Licensed Premises.
- 8) **Improvements.** Grantee is permitted to make improvements related to the stated use at its expense. All improvements must be approved in advance by Grantor. Appropriate insurance coverages and lien waivers for any improvements shall be provided by Grantee or Grantee's

contractors.

- 9) **Maintenance.** Grantee shall pay the cost of maintaining the Licensed Premises and improvements, including but not limited to snow and ice removal, sweeping, mowing, trimming, planting and overall maintenance of any installations such as fencing, pavement or pavers.
- 10) **Restoration.** Upon expiration, cancellation or termination of this license, Grantee shall at its own expense remove all of its improvements and restore any portions of the Licensed Premises that may have been adversely impacted by the removal of the improvements.
- 11) **Indemnity.** Grantee agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the license of the herein described Licensed Premises by Grantor to Grantee, or the use or condition of the Licensed Premises or as a result of the operations or business activities taking place on the Licensed Premises.
- 12) **Pollution and Contaminants.** Grantee agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

Grantee shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless Grantor from all liability, including, within the monetary limits of Minnesota Statutes chapter 466, fines, forfeitures and penalties arising from the failure by Grantee to comply with such ordinances, laws, rules or regulations.

- 13) **Renewal.** Upon 180 days' advance written notice by Grantee, and subject to approval by Grantor, Grantee shall have the right to renew the license for an additional twenty (20) years under the same general terms and conditions provided herein, except that Grantor shall update the license fee and insurance requirements.
- 14) **Purchase.** In the event Grantor desires to sell all or a portion of the Property, Grantee shall possess the right of refusal to purchase the Licensed Premises from Grantor.
- 15) **Cancellation or Termination.** This license shall be subject to cancellation and termination by Grantor or Grantee at any time during the term hereof by giving written notice to the other party at least one hundred eighty (180) days prior to the date when such termination shall become effective.
- 16) **Surrender of Premises.** Grantee, at the expiration of said license term, or any sooner termination of this license, shall quit peacefully and surrender possession of said Licensed Premises to Grantor.
- 17) **Amendments.** The provisions of this license may be modified or amended at any time by mutual written consent of the parties hereto.
- 18) **Contingencies.** Grantor's execution of this license is contingent upon approval of the license by

the Saint Paul City Council.

- 19) Acknowledgement.** The Parties acknowledge that Grantor currently owns the property on a Use Deed and that Grantor is awaiting receipt of a deed for full fee ownership of the Property from the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this license first above-written.

GRANTOR:

N/A

Mayor or Deputy Mayor

N/A

City Clerk

Finance Director

Department Director

City Attorney (Form Approval)

GRANTEE:

Its

Its

Its

Exhibit A

Legal Description and Depiction of Grantor's Property

The West 30 feet of the East 62 feet of Lot 15, "Kittsondale" being Auditor's Subdivision No. 27, St. Paul, Minn.

(PIN: 34-29-23-34-0008 (A))

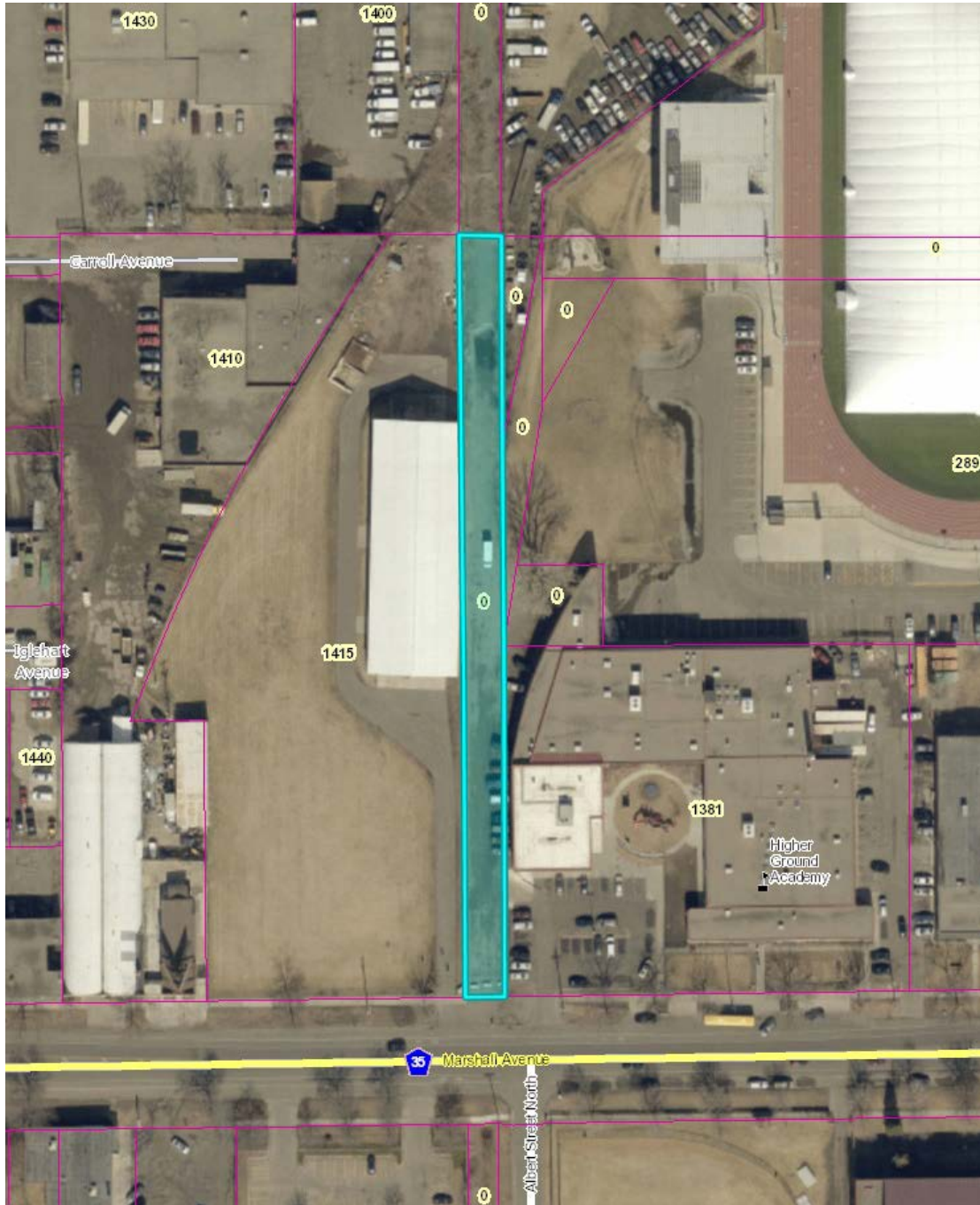


Exhibit B

Depiction of Licensed Premises

