

LICENSE AGREEMENT

THIS IS AN AGREEMENT, dated the 8th day of December, 2010, between the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a public corporation organized under the provisions of Minnesota Statutes Chapter 469, herein called "Grantor", and the City of Saint Paul, a Minnesota municipal corporation, herein called "Grantee".

GRANTOR AND GRANTEE AGREE AS FOLLOWS:

I.

Licensed Premises, Description and Term

Grantor hereby grants to Grantee a license, subject to all of the terms and conditions herein, to occupy and use that certain land at the Southport Industrial District, on Barge Channel Rd., St. Paul, Minnesota as shown attached hereto as Exhibit "A", herein called "Licensed Premises", beginning November 1, 2010, and continuing on a month-to-month basis to no later than April 30, 2011, unless terminated as hereinafter provided. Grantee acknowledges Grantor's objective of achieving shipping-related uses on subject property as soon as possible subsequent to License expiration.

II.

Fee

Grantee shall pay Grantor Eight Thousand Dollars (\$1,333.33 per month) for this license. In addition to the monthly fee of \$1,333.33, Grantee agrees to reimburse Grantor for half of the tax assessment and special assessment on the property for its use over a six-month period (assessments for 2011 estimated to be \$6,000.00). We will bill you at the end of the season based on number of months used and actual assessments

III.

Use

The Licensed Premises may be occupied and used by Grantee for storing impounded cars towed from city streets during snow emergencies. The licensed premises will be plowed and periodically graded as necessary by the Grantee. Grantee shall not use the premises for any other commercial purpose and shall not perform, or permit any of its guests, invitees or licensees to perform any disorderly conduct or commit any nuisance either public or private on the Licensed Premises, or to use the Licensed Premises in any way so as to interfere with the exercise by other

licensees or permittees of privileges which Grantor may give them in the Licensed Premises. Grantee shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Licenses Premises. Upon termination of this License, Grantee shall at its expense restore the Licensed Premises to the same condition as exists as of the date of the commencement of this License.

IV.

Indemnification

Grantee shall exercise its privileges hereunder at its own risk, and shall indemnify and hold Grantor harmless from and on the account of any and all loss, damage, costs, including attorney's fees, claim of damage or liability arising from any accident or any occurrence causing injury or death to any person or damage to any property resulting from, arising out of, or in any way connected with the occupation or use of the Licensed Premises by Grantee to perform fully its promises herein. Grantor shall not be liable to Grantee if for any reason Grantee's occupation or use of the premises hereunder shall be hindered or disturbed.

V.

Termination

Either party may terminate with 30 days written notice for any reason. In no event shall contract extend beyond April 30, 2011.

To terminate this License, the Granter and Grantee establish the following Contacts:

Grantor

Saint Paul Port Authority
1900 Landmark Towers
345 St. Peter Street
St. Paul MN 55102
Attention: Kelly Jameson

Grantee

Public Works Department
1500 City Hall Annex
25 West Fourth Street
St. Paul MN 55102

VI.

Assignment

The rights granted herein may not be assigned.

EXECUTED BY Grantor and Grantee as of the day first above written.

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By: 
President

CITY OF SAINT PAUL

By: 
Its Street Maintenance Engineer

By: _____
Its Public Works Director

By: _____
Its City Attorney

By: _____
Its Financial Services Director

By: _____
Its Mayor / Assistant