

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, ("License") is given as of the 1st day of December, 2010, between the **City of Saint Paul**, a municipal corporation under the laws of the State of Minnesota ("GRANTOR"), and **Twin City Refuse & Recycling Station, Inc.**, a Minnesota corporation ("GRANTEE"), operating at 318 Water Street West, Saint Paul, Minnesota 55107-2011.

GRANTOR AND GRANTEE hereby agree to the covenants, conditions and restrictions hereinafter set forth in this License.

- 1) **Licensed Premises.** GRANTOR, in consideration of the payment of the Basic Fee and Additional Fee hereinafter specified to be paid by GRANTEE, and the covenants and agreements herein contained, does hereby grant unto GRANTEE the following "Licensed Premises," depicted and described herein as the Park Property and the Levee Property:

Park Property

Depiction:

See Exhibit A, attached hereto and incorporated herein by this reference.

Legal Description:

A license over, under and across that part of Block 1, DAWSON'S ADDITION TO SAINT PAUL, according to the record plat thereof, Ramsey County, Minnesota described as follows:

Commencing at the North Quarter Corner of Section 7, Township 28, Range 22, Ramsey County, Minnesota; thence North 89 degrees 05 minutes 19 seconds West, assumed bearing, along the north line of the Northwest Quarter a distance of 388.33 feet; thence South 00 degrees 54 minutes 41 seconds West a distance of 159.90 feet to the southeast corner of Lot 6, ROSEN ADDITION, according to the record plat thereof, Ramsey, County, Minnesota, the point of beginning of the leasehold to be described; thence South 37 degrees 16 minutes 38 seconds East a distance of 52.81 feet; thence South 68 degrees 15 minutes 48 seconds West a distance of 66.46 feet; thence South 77 degrees 43 minutes 47 seconds West a distance of 40.72 feet; thence North 75 degrees 58 minutes 52 seconds West a distance of 27.65 feet; thence North 87 degrees 47 minutes 48 seconds West a distance of 15.05 feet; thence North 31 degrees 25 minutes 42 seconds West a distance of 15.91 feet; thence South 65 degrees 00 minutes 28 seconds West a distance of 17.17 feet; thence North 37 degrees 16 minutes 42 seconds West a distance of 8.55 feet to the southeast corner of the southwesterly 5 feet of Lot 8, said ROSEN ADDITION; thence North 59 degrees 45 minutes 56 seconds East a distance of 45.34 feet along the southeast line of said Lot 8 to the southwest corner of Lot 7 said ROSEN ADDITION; thence North 72 degrees 25 minutes 56 seconds East a distance of 106.22 feet along the southeast line of said Lots 7 and 6 to the point of beginning.

together with any improvements and structures, if any, located thereon;

Levee Property

Depiction:

See Exhibit B, attached hereto and incorporated herein by this reference.

Legal Description:

A license over, under and across that part of Lot 11, ROSEN ADDITION, according to the record plat thereof, Ramsey County, Minnesota, and that part of Water Street lying northeasterly of the following described line:

Commencing at the northeast corner of said Lot 11; thence on an assumed bearing of North 37 degrees 02 minutes 17 seconds West a distance of 40.79 feet along the prolongation of the northeast line of said Lot 11 to the northwesterly right-of-way line of said Water Street, the point of beginning of the line to be described; thence South 18 degrees 37 minutes 46 seconds East a distance of 43.05 feet to the northwest line of said Lot 11 distant 13.60 feet Southwest of the northeast corner of said Lot 11; thence South 33 degrees 29 minutes 47 seconds East a distance of 129.11 feet to the southeast line of said Lot 11 distant 21.73 feet Southwest from the southeast corner of said Lot 11 and said line there terminating.

- 2) **Term of License.** This license shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the GRANTOR as provided herein.

Term (Months/Years)	Commencing Date	Ending Date
<u>5 years</u>	<u>January 1, 2011</u>	<u>December 31, 2015</u>

- 3) **Use of Premises.** The GRANTEE shall use and occupy the Licensed Premises for the following purpose:

Refuse transfer and recycling operations
and for no other purpose without the prior written consent of GRANTOR.

- 4) **Fee.** The License Fee shall consist of Basic Fee and such Additional Fee as may apply. GRANTEE shall pay Fees in advance, on the first day of the term of the License and on the first day of each payment period thereafter as indicated in the Payment Schedule below:

a) **Basic Fee**

Total Basic Fee During License Term	Payment Schedule		
	(Payment Period)	Commencing Date	\$ per Period)
Park Property \$2,100	Annual	January 1, 2011	\$2,100
Levee Property \$600	Annual	January 1, 2011	\$600

b) **Additional Fee.** Additional Fee means all amounts, other than Basic Fee provided for in paragraph (4-a) above, that GRANTEE shall be obligated to pay under this paragraph or other provisions of this License. Additional Fee shall include, but is not limited to, the following costs and expenses:

- i. the one-time sum of \$2,300.00, which includes the cost of the parkland diversion appraisal (\$1,300.00) and city administrative processing fee (\$1,000.00).
- ii. all utilities, including water, electric, gas, telephone, sewage and garbage collection and disposal;
- iii. costs for the repairs, improvements or alterations required to be made by the GRANTEE in paragraph 11 of this License;
- iv. all taxes on realty or personalty, general or special; (4) all public rates, dues, charges and assessments, general or special, of any kind upon the Licensed Premises; and
- v. property insurance premium and/or uninsured losses as set forth in paragraph (7) of this License.

In the event that GRANTEE does not make such payments (or any payments required to be paid as Additional Fee), GRANTOR may make the payments at its option, and the payments so paid become Additional Fee, and are due and payable by GRANTEE with the payment of Basic Fee next required after written notice of same to GRANTEE by GRANTOR.

GRANTEE shall make all payments of Basic Fee and Additional Fee to GRANTOR at the following address:

City of Saint Paul, Finance/Real Estate, 25 W. 4th St., Rm. 1000, St. Paul, MN 55102

The applicable account numbers for City Finance Accounting Codes are:

Public Works – GL-260-22201	\$600 (floodwall maint)
Parks and Recreation – GL-720-50087	\$2,100 (pkld diversion)

Parks and Recreation – GL-365-13100-5399-33000	\$500 (city admin fee)
Finance/Real Estate – GL-160-11070-2833	\$500 (city admin fee)
Finance/Real Estate – GL-160-11070-2833	<u>\$1,300</u> (appraisal reimb.)
TOTAL	\$5,000

All Basic and Additional Fee shall be payable within 30 days of GRANTEE's receipt of invoice from GRANTOR, which invoice shall be mailed to GRANTEE each December. GRANTOR shall charge interest of 1.5% per month on any Basic or Additional Fee remaining unpaid beyond the due date as here provided.

5) **Taxes.** GRANTEE shall be responsible for and pay all taxes and assessments against the Licensed Premises, except that GRANTEE may at its own expense contest and challenge the imposition or amount of any such tax or assessment as prescribed by law; provided, however, that in the event this License is terminated by either party, GRANTOR may at its option require GRANTEE to pay such contested taxes pending appeal, to place in escrow a sum sufficient to pay said taxes, or take other action that will remove said contested taxes as an encumbrance to title or as an exception to the transferability of marketable title to the Licensed Premises.

6) **Right of Entry.** At all times during the term of this License, GRANTOR shall have the right, by itself, its agents and employees, to enter into and upon the Licensed Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose. In case of an emergency or other unforeseen circumstances where GRANTOR needs access to the levee southwest of GRANTEE'S southwest property, GRANTEE shall remove all obstructions from the Licensed Premises, including but not limited to the cyclone fence, roll off containers and cement blocks, within 24 hours of receipt of notice by GRANTOR.

7) **Insurance.**

a) **GRANTEE'S Insurance.** GRANTEE shall acquire during the term of this License the following coverage:

- i. GRANTEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on its personal property.
- ii. 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 \$1,500,000 per occurrence shall be purchased by GRANTEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to GRANTOR'S insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by GRANTOR.

iii. AUTOMOBILE LIABILITY INSURANCE with minimum limits of

\$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.

- iv. WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$500,000 per accident and with an all states endorsement.
- v. GRANTEE shall supply to GRANTOR current insurance certificates for policies required in Paragraph (7). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
- vi. 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.
- vii. Nothing in this contract shall constitute a waiver by GRANTOR of any statutory limits or exceptions on liability.
- viii. 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 agreement. The policies required in paragraph (7) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the GRANTOR thirty (30) days' written notice.
- ix. Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.

8) **Cancellation or Termination.** This License shall be subject to cancellation and termination by GRANTOR for reasonable cause at any time during the term hereof by giving GRANTEE notice in writing at least one (1) year prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, GRANTOR shall return any unearned Fee paid by GRANTEE without interest. Notwithstanding any other term or condition herein stated, this License shall terminate upon the sale, transfer, conveyance or lease of all or any portion of GRANTEE'S refuse transfer and recycling business or property at 318 Water Street West (Property ID Nos. 07-28-22-21-0005 07-28-22-21-0006, the "TCR Property"), or a sale, transfer or assignment of GRANTEE's transfer station operating license, except that in the event such sales, transfers, conveyances or leases occur between parties currently holding an interest in said business or TCR Property and any existing or future family members and heirs of such parties currently holding an interest in said business or TCR Property, and in the event of a transfer to a trust for estate planning purposes, the License shall not terminate.

9) **Notice.** All notices herein provided to be given, or that may be given by either party to

the other, shall be deemed to have been fully given when served personally on GRANTOR or GRANTEE, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to GRANTEE at the address stated on page (1) and to GRANTOR at the City of Saint Paul, Real Estate Section, 25 W. 4th St., 1000 City Hall Annex, Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

- 10) **Assignment and Transfer.** GRANTEE shall not assign or transfer this License, except an assignment or transfer of this License to any party currently holding an interest in GRANTEE's business or TCR Property, and any existing or future family members and heirs of such parties currently holding an interest in said business or the TCR Property, and in the event of a transfer to a trust for estate planning purposes, shall be permitted.
- 11) **Maintenance and Repairs.** GRANTEE shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Licensed Premises, including but not limited to emergency repairs of any kind; routine maintenance and repair to keep the Licensed Premises in good repair, safe and in compliance with applicable fire, health, building and other life-safety codes; and all repairs and maintenance needed to keep all grounds, fences and roads within the Licensed Premises in good condition. The foregoing obligations shall bind GRANTEE regardless of the cause of the damage or condition necessitating the repair or maintenance, unless GRANTOR is the cause of the damage or condition.
- 12) **Relocation of fence and personal property, reconstruction of fence.** Within 30 days following execution of this License, or if weather does not permit, by May 1, 2011, GRANTEE shall, at its sole cost and expense, remove its fence and all personal property located southwesterly of the Levee Property. GRANTEE also shall, at its sole cost and expense, relocate said fence or construct a new fence along the southwesterly line of the Levee Property as depicted in Exhibit A. The fence material and type of construction must be approved by GRANTOR in prior to construction.
- 13) **Payments in Case of Default.** GRANTEE shall pay GRANTOR all costs and expenses, including reasonable attorney's fees in any action brought by GRANTOR to recover any Fee due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this License, or to recover possession of said property, whether such action progresses to judgment or not.
- 14) **Surrender of Premises.** GRANTEE, at the expiration of said term, or any sooner termination of this License, shall quit peacefully and surrender possession of said Licensed Premises to GRANTOR in as good order and condition as the property was delivered to GRANTEE. GRANTEE must remove any buildouts and trade fixtures upon surrender of the Licensed Premises, and shall, by way of example but not limitation, conform to all County requirements and regulations and applicable Minnesota Rules pertaining to Solid Waste.
- 15) **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 GRANTEE'S use 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, or any other use or business activities for which GRANTEE may be held liable under GRANTEE's transfer station operating license or city-issued business license. It is fully understood and agreed that GRANTEE is aware of the conditions of the Licensed Premises and licenses the same "as is."

- 16) **Holdover.** Any holdover use after the expiration of the term of this License shall be allowed only after receiving the written consent of the GRANTOR. Said use shall be deemed to be a license only from month-to-month. All other terms and conditions of this License shall be applicable.
- 17) **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, cleanup or emission of air, land 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 without limitation, fines, forfeitures, and penalties arising from the failure by GRANTEE to comply with such ordinances, laws, rules or regulations. GRANTOR also has the right to perform cleanup and charge GRANTEE as Additional Fee for all such costs should GRANTEE fail to comply.

- 18) **Controlling License.** In the event there is any prior existing lease, license or agreement between GRANTEE and GRANTOR (or its predecessor in interest) covering the subject Licensed Premises, it is agreed and understood that this License shall cancel and terminate any prior leases, licenses or agreements as of the effective date of this License.
- 19) **Events of Default.** The occurrence of any of the following events during the term of this License shall constitute an event of default by GRANTEE:
 - a) the filing of a petition to have GRANTEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by GRANTEE and either such petition is not dismissed within ninety (90) days from the date of such filing;
 - b) in the event a petition to have GRANTEE adjudicated bankrupt is filed against GRANTEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
 - c) the assets of GRANTEE or of the business conducted by GRANTEE on the Licensed Premises be assumed by any trustee or other person pursuant to any judicial proceedings other than in connection with probate or other estate proceedings;

- d) GRANTEE makes any assignment for the benefit of creditors;
- e) the failure by GRANTEE to timely pay Basic Fee or Additional Fee as required by this License and such failure is not cured within five (5) business days of receipt of written notice of such late payment;
- f) the failure by GRANTEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this License and such failure is not cured within thirty (30) days of receipt of written notice of such failure; or
- g) the failure by GRANTEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Licensed Premises within sixty (60) days after the date of such filing or recording, whichever date is earlier.

It is an express covenant and agreement of GRANTOR and GRANTEE that GRANTOR may, at its election, terminate this License in the event of the occurrence of any of the events described in this paragraph or in paragraph (21) relating to liens by giving not less than ten (10) days' written notice to GRANTEE; and when so terminated, GRANTOR may reenter the Licensed Premises. It is further expressly understood and agreed that GRANTOR shall be entitled upon such reentry, notwithstanding any other provision of this License, to exercise such rights and remedies as are provided in Paragraph (25) of this License.

- 20) **Compliance with Laws.** The Licensed Premises described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of GRANTEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the Licensed Premises is proposed to be put. Inability or failure by GRANTEE to comply with any of said laws, rules, regulations or ordinances will not relieve GRANTEE of the obligation to pay the Fees provided herein.
- 21) **Non-Discrimination.** GRANTEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree:
 - a) that no person, on the ground of race, color, national origin, religion, sex, family status, disability, receipt of public assistance, sexual orientation, marital status, creed or age shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said Licensed Premises;
 - b) that in connection with the construction of any improvements on said Licensed Premises the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
 - c) that such discrimination shall not be practiced against the public in its access in

and use of the Licensed Premises; and

d) that GRANTEE shall use the Licensed Premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

22) **Liens.** GRANTEE shall not permit mechanic's liens or other liens to be filed or established or to remain against the Licensed Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Licensed Premises, or for any other reason; provided that if GRANTEE shall first notify GRANTOR of its intention to do so and shall deposit in escrow with GRANTOR a sum of money or a bond or irrevocable letter of credit acceptable to GRANTOR equal to the amount of the claim of lien, GRANTEE may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of GRANTOR, the nonpayment of any such items subjects the Licensed Premises to any loss or forfeiture, GRANTOR may require GRANTEE to use the escrow account to promptly pay all such unpaid items and if GRANTEE fails to pay from the escrow account, GRANTOR may pay and charge GRANTEE as Additional Fee.

23) **Eminent Domain.** In the event the entire Licensed Premises are taken by eminent domain, or such portion thereof is so taken that in GRANTEE'S reasonable judgment it is uneconomic thereafter to restore the Licensed Premises and proceed under the terms and provisions of this License, GRANTEE may terminate this License by giving to GRANTOR thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Licensed Premises. GRANTEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this License or any other agreement. GRANTEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense. In the event GRANTEE terminates this License pursuant to the terms hereof, GRANTOR shall promptly refund all unearned fees.

24) **Default Remedies.** In the event an Event of Default occurs under paragraph (18) of this License, GRANTOR may exercise any one or more of the following remedies:

- a) reenter and take possession of the Licensed Premises without termination of this License;
- b) terminate this License, exclude GRANTEE from possession of the Licensed Premises;
- c) exclude GRANTEE from possession of the Licensed Premises, with or without terminating this License and operate the Licensed Premises itself;
- d) terminate the License, exclude GRANTEE from possession of the Licensed Premises, sell all or any part of the Licensed Premises at the best price obtainable (provided such sale is permitted by applicable law), such sale to be on such terms

and conditions as GRANTOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of GRANTEE;

- e) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Fee and Additional Fee then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of GRANTEE under this License;
- g) in exercising any of its remedies set forth in this Section, GRANTOR may, whether or not the License is then in effect, hold GRANTEE liable for the difference between the payments and other costs for which GRANTEE is responsible under this License.

No remedy herein conferred upon or reserved to GRANTOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this License or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Except as otherwise stated in this License, in order to entitle GRANTOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

25) **Default of Payment.** GRANTEE agrees that, should it default on any payment owing and due to be paid to GRANTOR as provided in this agreement, including but not limited to Basic Fee and Additional Fee, then the remaining unpaid balance shall, at the option of GRANTOR, immediately become due. GRANTEE further agrees that GRANTOR may, at its option and without notice to GRANTEE, enter judgment against GRANTEE in Ramsey County District Court for the amount of the unpaid balance. GRANTEE does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize GRANTOR to enter judgment as provided above. GRANTEE does hereby agree that GRANTOR, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the confession of judgment provided herein.

26) **Alterations.** GRANTEE will not make any alterations to the Licensed Premises without the written consent of GRANTOR, such consent not to be unreasonably withheld. If GRANTEE desires to make any such alterations, an accurate description shall first be submitted to and approved by GRANTOR and such alterations shall be done by GRANTEE at its own expense. All such work shall be performed under GRANTOR'S supervision and any improvements made to the Licensed Premises at GRANTEE'S expense shall become the property of GRANTOR at the end of the License term. GRANTEE agrees that all alterations will be done in a professional manner and in conformance with applicable building codes and that no liens will attach to the Licensed

Premises by reason thereof.

- 27) **Amended.** Anything herein contained to the contrary notwithstanding, this License may be terminated, and the provisions of this License may be, in writing, amended by mutual consent of the parties hereto.

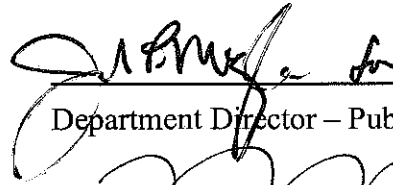
[SIGNATURES ON NEXT PAGE]

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

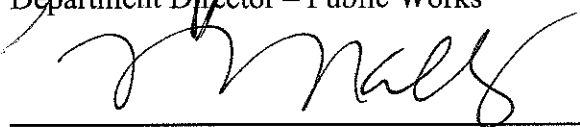
GRANTOR:
City of Saint Paul,
Department of Parks and Recreation
Department of Public Works



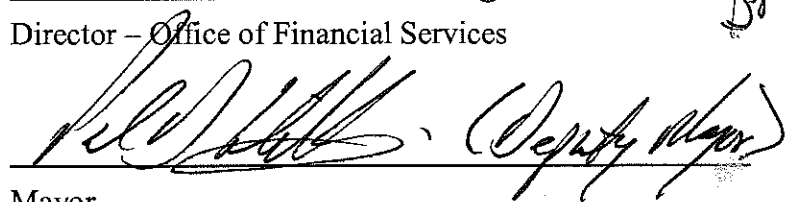
Department Director - Parks & Recreation



Department Director - Public Works



Director - Office of Financial Services



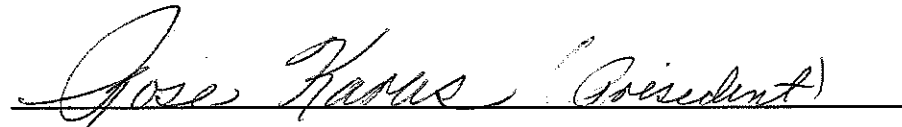
Mayor



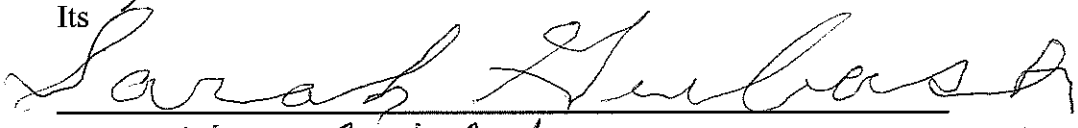
City Clerk

P.V. Hanna 12-10-10 143
City Attorney (Form Approval)

**GRANTEE: Twin City
Refuse & Recycling Station, Inc.**



Its



Its

Vice President

EXHIBIT A

LEASEHOLD DESCRIPTION

LAKE AND LAND SURVEYING, INC.

1296 Hudson Road, St. Paul, Minnesota 55106

Phone: 651-778-8211

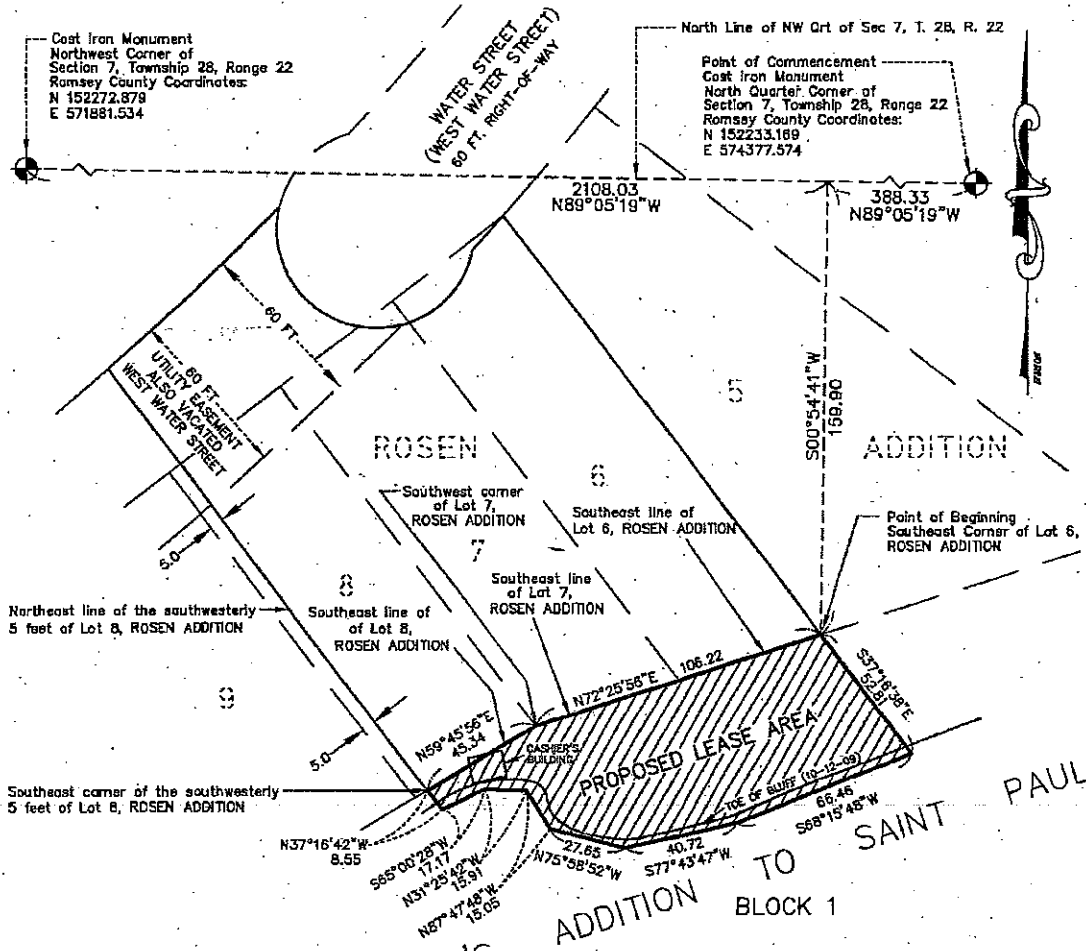
Survey Made For: TWIN CITY REFUSE AND RECYCLING STATION, INC.

318 Water Street, St. Paul, MN

Proposed Leasehold Description:

A leasehold over, under and across that part of Block 1, DAWSON'S ADDITION TO SAINT PAUL, according to the record plat thereof, Ramsey County, Minnesota described as follows:

Commencing at the North Quarter Corner of Section 7, Township 28, Range 22, Ramsey County, Minnesota; thence North 89 degrees 05 minutes 19 seconds West, assumed bearing, along the north line of the Northwest Quarter a distance of 388.33 feet; thence South 00 degrees 54 minutes 41 seconds West a distance of 159.90 feet to the southeast corner of Lot 6, ROSEN ADDITION, according to the record plat thereof, Ramsey County, Minnesota, the point of beginning of the leasehold to be described; thence South 37 degrees 15 minutes 38 seconds East a distance of 52.81 feet; thence South 68 degrees 15 minutes 48 seconds West a distance of 68.48 feet; thence South 77 degrees 43 minutes 47 seconds West a distance of 40.72 feet; thence North 75 degrees 58 minutes 52 seconds West a distance of 27.85 feet; thence North 87 degrees 47 minutes 48 seconds West a distance of 15.05 feet; thence North 31 degrees 25 minutes 42 seconds West a distance of 15.91 feet; thence South 65 degrees 00 minutes 28 seconds West a distance of 17.17 feet; thence North 37 degrees 16 minutes 42 seconds West a distance of 8.55 feet to the southwest corner of the southwesterly 5 feet of Lot 8, said ROSEN ADDITION; thence North 59 degrees 45 minutes 55 seconds East a distance of 45.34 feet along the southeast line of said Lot 8 to the southwest corner of Lot 7 said ROSEN ADDITION; thence North 72 degrees 25 minutes 56 seconds East a distance of 108.22 feet along the southeast line of said Lots 7 and 8 to the point of beginning.



SCALE
1 inch = 40 ft.

I certify that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

John A. Jones

October 14, 2009

LEASE AREA: 6,650 SQ.FT.
BASIS OF BEARINGS: RAMEY COUNTY COORDINATE SYSTEM
LAKE & LAND SURVEYING. JOB NO. 2009.100

Registered Land Surveyor & Registered Engineer
Minnesota Registration No. 16464

EXHIBIT B

LICENSE AREA DESCRIPTION

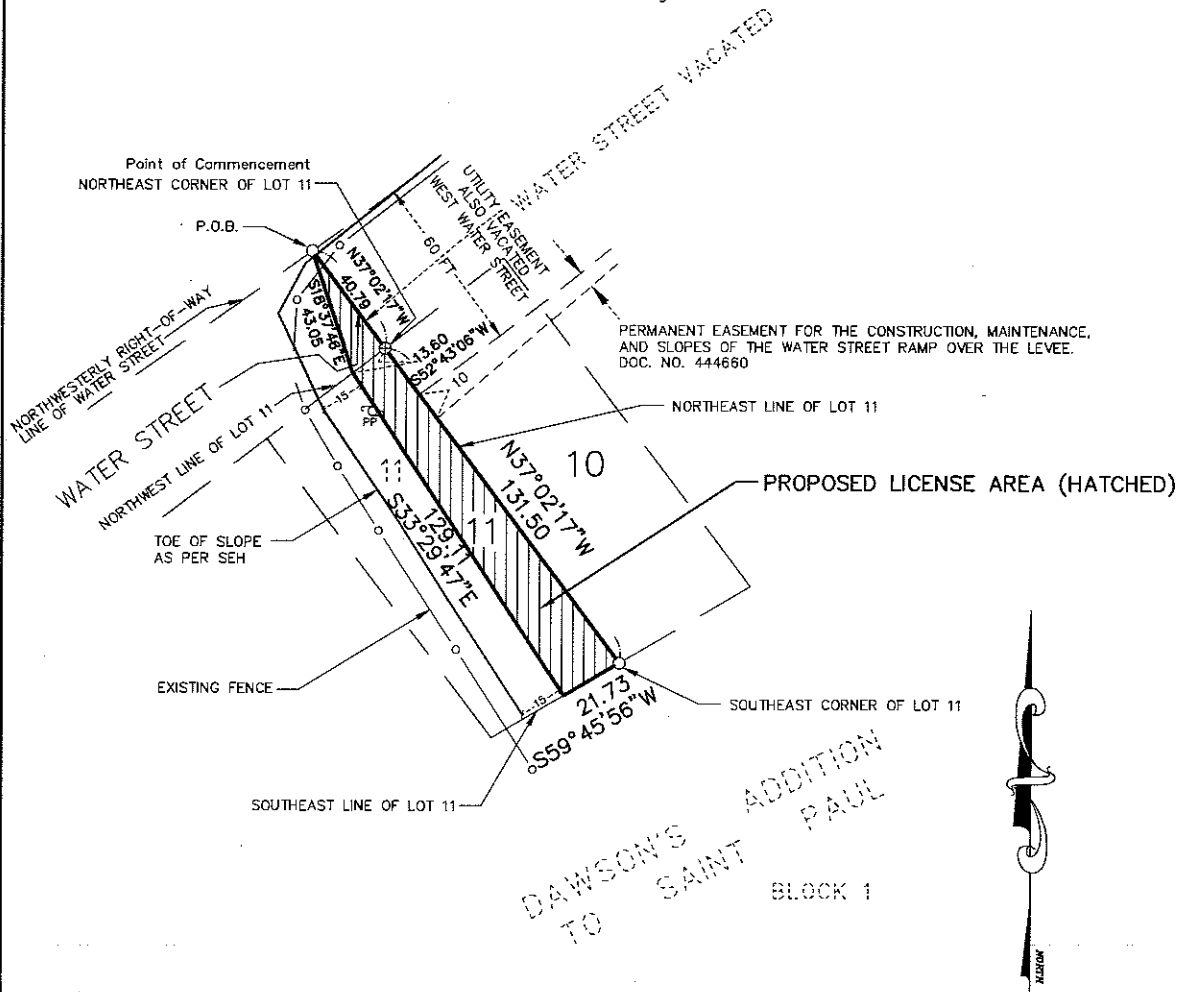
LAKE AND LAND SURVEYING, INC.
 1296 Hudson Road, St. Paul, Minnesota 55106
 Phone: 651-776-6211

Survey Made For: TWIN CITY REFUSE AND RECYCLING STATION, INC.
 318 Water Street, St. Paul, MN

Proposed License Description:

A license over, under and across that part of Lot 11, ROSEN ADDITION, according to the record plat thereof, Ramsey County, Minnesota, and that part of Water Street lying northeasterly of the following described line:

Commencing at the northeast corner of said Lot 11; thence on an assumed bearing of North 37 degrees 02 minutes 17 seconds West a distance of 40.79 feet along the prolongation of the northeast line of said Lot 11 to the northwesterly right-of-way line of said Water Street, the point of beginning of the line to be described; thence South 18 degrees 37 minutes 46 seconds East a distance of 43.05 feet to the northwest line of said Lot 11 distant 13.60 feet Southwest of the northeast corner of said Lot 11; thence South 33 degrees 29 minutes 47 seconds East a distance of 129.11 feet to the southeast line of said Lot 11 distant 21.73 feet Southwest from the southeast corner of said Lot 11 and said line there terminating.



DAWSON'S ADDITION
 TO SAINT PAUL
 BLOCK 1



SCALE
 1 inch = 40 ft.

NOTES

- Denotes 12" long Common Spike Monument set & capped RLS 16464.
- ⊕ Denotes PK Nail set with washer stamped RLS 16464.

LICENSE AREA: 2,550 SQ.FT.
 BASIS OF BEARINGS: RAMSEY COUNTY COORDINATE SYSTEM
 LAKE & LAND SURVEYING. JOB NO. 2009.100

I certify that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Jonathan J. Jones

November 24, 2010
 Rev 11-30-10

Registered Land Surveyor & Registered Engineer
 Minnesota Registration No. 16464