

Authority (C.F.)

LICENSE NO. _____

PW/REAL ESTATE LICENSE NO. _____

DATE: _____

LICENSOR: CLEAR CHANNEL OUTDOOR

LICENSEE(S): CITY OF SAINT PAUL



**CITY OF SAINT PAUL
LICENSE
AGREEMENT**

This document is a License Agreement between Clear Channel Outdoor, Inc. (“Licensor”), and the City of Saint Paul, a Minnesota municipal corporation (“Licensee”). Licensor and Licensee agree as follows:

- 1) **Licensed Premises.** Licensor does hereby grant to Licensee, its employees, agents and contractors, a License for the entry upon and use of certain property owned by and held in fee by Licensor, which abuts Wabasha Street, a public right-of-way (“ROW”) which is under the jurisdiction of Licensee. A map of the Licensed Premises is attached as Exhibit “A” and is incorporated herein by this reference.
- 2) **Term of License.** This License shall become effective upon the date of its execution and shall continue until Licensee determines that Wabasha Street can be fully reopened for travel unless otherwise terminated as hereinafter provided.
- 3) **Ownership.** Licensor acknowledges its interest in the Licensed Premises as the property owner, and that said covenants, representations and conditions of this License allow Licensee to perform inspections and other work necessary to protect the public ROW.
- 4) **Use of Licensed Premises.** Licensee shall use and occupy the Licensed Premises as depicted in Exhibit A for the following purposes:

The purpose of this License arises from a slope failure that occurred on and around Licensor’s property on April 28, 2018, on or about 3:30 p.m., and which caused the deposit of heavy debris, including limestone, rocks, soil and vegetation on and around Wabasha Street, posing an immediate and continuing danger to public safety and welfare. The Licensee is permitted to enter upon and use the Premises for the purpose of inspection and possible safety, mitigation and remediation measures, including: installation of survey prisms to allow surveys of the area to evaluate current and future bluff stability; to clear brush and vegetation including trees from the property; and to take other actions deemed prudent and necessary to prevent further damage to Wabasha Street or to the public. The Licensor will maintain reasonable access to the Licensed Premises for these purposes, at all times during the term of this License.

5) **Cancellation or Termination.**

- A. This License shall be subject to cancellation and termination by Licensor and Licensee at any time during the term hereof by giving at least thirty (30) days written notice to the other party.
- B. This License shall terminate when Licensee has completed the activities set forth in Section 4 or on December 31, 2019, whichever occurs earlier.
- C. Upon termination, Licensor may require Licensee to remove any unused equipment existing on the Licensed Premises. In the event that Licensor requires the removal of, or Licensee elects to remove, any unused equipment, Licensee shall have one hundred and eighty (180) days to remove them from the Licensed Premises provided that such equipment does not interfere with Licensor's access to and use of the Licensed Premises. If it does, Licensee shall remove its equipment in such shorter period of time as reasonably required by Licensor.
- D. Licensor will notify Licensee by giving at least thirty (30) days written notice regarding any proposed changes to the License Agreement including, but not limited to cancellation, termination or amendment of the Use of the Licensed Premises. Except as otherwise provided in Section 5A., B., and C., this License may not be modified or amended except by execution of a written instrument signed by both the Licensee and Licensor.

6) **Access.** This License shall include the right of Licensor to reasonable access to the Licensed Premises.

7) **Pollution and Contaminants.** Licensee 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.

8) **Liability/Indemnification.** Licensor and Licensee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and/or the results thereof. Licensee's liability shall be governed by Minnesota Statutes Chapter 466, et. al. Licensee agrees to defend, indemnify and hold harmless Licensor and its respective directors, officers, agents, employees, successors and assigns, from and against any and all damage to property or persons, liabilities, claims, suits and expenses (collectively, "Losses") to the extent arising from or relating to the exercise by Licensee, its employees, agents and contractors of the License Agreement or any other rights granted herein. Notwithstanding anything to the contrary herein, Licensee shall not be liable under this Section 8 with respect to any Losses directly attributable to the negligence or misconduct of Licensor or to any breach by Licensor of any of its covenants or agreements contained in this License Agreement.

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

Licensee:



for Mayor

City Clerk



Director, Office of Financial Services



Department Director

City Attorney (Form Approval)

Licenser:



