

Authority (C.F.)

PARKS/REAL ESTATE LICENSE NO. PR/92

DATE: _____

GRANTOR: CITY OF SAINT PAUL
Department of Parks and Recreation

GRANTEE(S): Qwest Corporation d/b/a Century Link QC
333 N. Front Street (7W)
La Crosse, WI 54601



**CITY OF SAINT PAUL
LICENSE
AGREEMENT**

This document is a License Agreement (“License”) between the City of Saint Paul (“Grantor”), a Minnesota municipal corporation, and Qwest Corporation d/b/a Century Link QC, their successors and assigns (“Grantee”). Grantor and Grantee agree as follows:

- [1] **Licensed Premises.** Grantor does hereby grant, bargain, sell and convey to Grantee a License for the continued use of a portion of Grantor’s property known as Gateway Trail parcel 19.29.22.43.0030 in Saint Paul Minnesota, hereinafter referred to as the “Licensed Premises.” 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 for the 30 years estimated life of the fiber optic cable, unless terminated as hereinafter provided.
- [3] **Fee.** As payment for the Licensed Premises and in consideration of all covenants, representations and conditions of this License, Grantee agrees to pay to Grantor, after Grantor’s receipt of a copy of the appraisal, the one-time sum of \$9920.00, which includes the cost of the appraisal (\$2,000.00), the appraised value of the rights hereby granted (\$7200.00) and city administrative processing fees (\$720.00 – 10% of diverted land value).
- [4] **Use of Licensed Premises.** Grantee shall use and occupy the Licensed Premises for the following purpose:

Qwest Corporation d/b/a Century Link QC will install, operate, maintain and repair 250 feet of underground fiber optic cable within parkland terminating at the Advanced Shoring facility.
- [5] **Cancellation or Termination.**
 - [A] This License shall be subject to cancellation and termination by Grantee at any time during the term hereof by giving at least thirty (30) days written notice to Grantor.

- [B] This License may be terminated by Grantor only for good cause and subject to approval by the Saint Paul City Council.
- [C] Upon termination, Grantor may require Grantees to remove any improvements existing on the Licensed Premises. In the event that Grantor requires the removal of, or Grantee elect to remove, any improvements, Grantee shall have one hundred and eighty (180) days to remove said improvements from the Licensed Premises.
- [D] The Grantor will notify Grantee by giving at least thirty (30) days written notice regarding any proposed changes to the License including, but not limited to cancellation, termination or amendment of the Use of Licensed Premises.

[6] **Access.** This License shall include the right of Grantee to reasonable access to the Licensed Premises across other adjacent properties of the Grantor.

[7] **Restoration.** Upon completion of any construction and after any ensuing maintenance or repair work on the Licensed Premises, Grantee shall at its expense restore any adjacent areas that may have been disturbed by said construction, maintenance or repair work to substantially the same condition as existed prior to such work.

[8] **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.

[9] **Indemnification.** Grantee agree to indemnify, defend and save harmless the City of Saint Paul, its officers and employees from all suits, actions or claims of any character brought as a result of injuries or damages received or sustained by any person, persons or property on account of Grantee's use of these property rights, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said Grantee or because of any claims or liability arising from any violation of any law or regulation made in accordance with the law, whether by said Grantee or any of its agents or employees.

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

Grantor:

Mayor

City Clerk

Director, Office of Financial Services

Department Director

City Attorney (Form Approval)

Grantees:

