



**CITY OF SAINT PAUL
LICENSE
AGREEMENT**

Authority (C.F.)

LICENSE NO. _____

PW/REAL ESTATE LICENSE NO. _____

DATE: _____

GRANTOR: CITY OF SAINT PAUL
 Department of Public Works
 1000 City Hall Annex
 25 West 4th Street
 Saint Paul, MN 55102

GRANTEE(S): Teleport Communications America, LLC
 One AT&T Way – Room 3D169F
 Bedminster, NJ 07921

This document is a License Agreement between the City of Saint Paul ("Grantor"), a Minnesota Municipal Corporation, and Teleport Communications America, LLC., a Delaware limited liability company ("Grantee"). Grantor and Grantee agree as follows:

Definitions

Communication Equipment ("Equipment") shall be any conduit, fittings, and appurtenances needed for a complete installation.

Grantee's Request to Use Premises

Before the Grantee shall make user of certain space on City Property the License referenced herein shall be fully executed by the affixing of the signatures identified on the last page of this License.

Licensed Premises.

The Licensed Premises shall consist of six inch by six inch (6"x6") space in the conduit race on Wabasha Bridge to provide for the installation of one i) four inch (4") conduit on the Wabasha Street Bridge between the right-of-way ("ROW") line on Kellogg Boulevard and the south end of the south approach panel near East Water Street in Saint Paul, Minnesota as depicted on the attached map (Exhibit "A") and incorporated herein by this reference.



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The Grantee shall, at its own cost and expense, maintain the Communication Equipment (“Equipment”) in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. The Grantee shall obtain from the Grantor any and all permits required for the purposes of maintaining the Equipment. Applicable fees for any permits shall be borne by the Grantee and the Grantee shall be bound by the requirements of said permits.

Term of License.

This License shall become effective upon the date of its execution and shall continue in perpetuity, unless terminated as hereinafter provided.

Fees

As payment for the Licensed Premises and in consideration for all covenants, representations and conditions of this License, Grantee agrees to pay to Grantor, after receipt of a copy of the appraisal, the one-time sum of \$5,000.00. The one-time fee includes the cost of the City managing the Premises. Said fee shall become due following the date of commencement of the License. Said commencement date shall be the date the License is fully executed.

Use of Licensed Premises

Grantee shall use and occupy the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.

Cancellation or Termination.

This License shall be subject to cancellation and termination by Grantee at any time during the term here of by giving at least one hundred twenty (120) days written notice to Grantor at Grantee’s sole expense

This License may be terminated by Grantor upon giving one hundred and twenty (120) days written notice to Grantee of such termination. Any all costs associated with said cancellation are the responsibility of the Grantee.

Upon termination, Grantor may require Grantee to remove all or part of the Equipment installed. In the event that Grantor requires the removal of, or Grantee elects to remove, all or part of the Equipment, Grantee shall have thirty (30) days within which to remove such Equipment from the Licensed Premises. If, after 30 days the Equipment has not been removed the Grantor has the option to remove the Equipment and bill the Grantee.

Access.

This License shall include the right of Grantee to reasonable access to the Licensed Premises across other adjacent properties of the Grantor.

Restoration.



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Upon completion of construction and after any ensuing maintenance or repair work on the Licensed Premises, Grantee shall at its own expense restore any adjacent areas that may have been disturbed by said construction, maintenance or repair work. Said restoration work shall be to the satisfaction of the Grantor and shall be substantially to the same condition as existed prior to construction, maintenance or repair such work.

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.

Indemnification. Grantee agrees to indemnify, defend and save harmless the Grantor, 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.

As part of the Utility Plan Review process the GRANTEE shall provide general liability insurance and auto insurance as determined by the City.



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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 of Office of Financial Services

Department Director

City Attorney (Approved as to Form)

Grantee:

Teleport Communications America, LLC