

Authority (A.O.)

LICENSE NO. \_\_\_\_\_

DATE: \_\_\_\_\_ March 7 , 2012

**CITY OF SAINT PAUL**

**GRANTOR: \_\_\_\_\_ CITY OF SAINT PAUL**  
**\_\_\_\_\_ DEPARTMENT OF PUBLIC WORKS**  
**\_\_\_\_\_ c/o City Real Estate, 1000 City Hall Annex, 25 W. 4<sup>th</sup> St.**  
**\_\_\_\_\_ Saint Paul, Minnesota 55102**



**LICENSE AGREEMENT**

**GRANTEE: \_\_\_\_\_ FEDERAL SIGNAL SAFETY**  
**\_\_\_\_\_ AND SECURITY SYSTEMS**  
**\_\_\_\_\_ 2645 Federal Signal Drive**  
**\_\_\_\_\_ University Park, Illinois 60484-0975**

- 1) **Grant of License.** Grantor, in consideration of the payment of the fee hereinafter specified to be paid by Grantee, and the covenants and agreements herein contained, does hereby license unto Grantee the premises hereinafter referred to as the "Licensed Premises."
- 2) **Licensed Premises.** The Licensed Premises is located within the real property whose address is 388 Como Avenue, Saint Paul, Minnesota, and which property is legally described in Exhibit A attached hereto.

The Licensed Premises includes 52,500 square feet of land area, as highlighted in yellow on Exhibit B attached hereto and incorporated herein by this reference.

- 3) **Term.** This License shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by Grantor or Grantee as provided herein.

<u>Term</u> <u>(Months/Years)</u>	<u>Commencing Date</u>	<u>Ending Date</u>
<u>3 months</u>	<u>March 14, 2012</u>	<u>June 15, 2012</u>

If Grantee requests additional time to use the Licensed Premises, Grantor shall, by written agreement of both parties, extend the term on a month-to-month basis for up to three (3) additional months.

- 4) **Use.** Grantee shall use and occupy the Licensed Premises for the following purpose:

**Storage of construction materials (e.g., siren heads on skids, 50-foot wood poles, siren controls on skids, miscellaneous parts) and storage container(s); and staging activities for the City of Saint Paul's Siren Warning System project.**

and for no other purpose without the prior written consent of Grantor.

- 5) **Fee.** Grantee shall pay to Grantor a fee of **\$2,430.00** within 30 days ~~advance~~ of the first day of the term of the License. Grantee shall pay the fee to Grantor at the following address: City of Saint Paul, Real Estate Division, 1000 City Hall Annex, 25 W. 4<sup>th</sup> St., Saint Paul, Minnesota 55102. If the term of the License is extended by mutual agreement of both parties beyond the Ending Date provided in Section 3, Grantee shall pay Grantor **\$810.00** for each month of extension, and shall remit payment for the extended term at the conclusion of Grantee's use of the Licensed Premises.
- 6) **Insurance.** Grantee shall acquire during the term of this license the following coverage:
- a. Grantee shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on its personal property.
  - b. 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 \$1,000,000 per occurrence, \$2,000,000 aggregate, shall be purchased by the Grantee. Such insurance shall: (i) name the City of Saint Paul as additional insured; (ii) be primary with respect to Grantor's insurance or self insurance; (iii) not exclude explosion, collapse and underground property damage; (iv) be written on an "Occurrence Form" policy basis; and (v) not contain an "aggregate" policy limit unless specifically approved in writing by Grantor.
  - c. AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limits.
  - d. WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$100,000 per accident and with an all states endorsement.
  - e. Grantee shall supply to Grantor current insurance certificates for policies required in Paragraph (6). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
  - f. The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the Grantee to purchase and maintain additional insurance that may be necessary in relation to this license.
  - g. Nothing in this license shall constitute a waiver by the Grantor of any statutory limits or exceptions on liability.
  - h. 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 license. The policies required in paragraph (6) shall be endorsed to indicate that the insurer shall give the Grantor notice of any changes or cancellation per the terms of the policy.

- 7) **Restoration.** Upon completion of storage and staging activities and use of the Licensed Premises, Grantee shall at its own expense restore the Licensed Premises to substantially the same condition as existed prior to said activities.
- 8) **Indemnity.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. Grantor's liability is governed by the provisions of Minnesota Statutes chapter 466, and Grantor's obligations under this paragraph shall not be construed to negate or abridge or otherwise waive with respect to Grantor and Grantee the liability limits of Minnesota Statutes chapter 466.
- 9) **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.  
  
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, within the monetary limits of Minnesota Statutes chapter 466, fines, forfeitures and penalties arising from the failure by Grantee to comply with such ordinances, laws, rules or regulations.
- 10) **Cancellation or Termination.** This License shall be subject to cancellation and termination by Grantor or Grantee at any time during the term hereof by giving written notice to the other party at least thirty (30) days prior to the date when such termination shall become effective. If Grantor terminates this License, Grantor must refund any amount previously paid by Grantee to Grantor for the period of cancelation.
- 11) **Surrender of Premises.** Grantee, at the expiration of said License term, or any sooner termination of this License, shall quit peacefully and surrender possession of said Licensed Premises to Grantor.
- 12) **Amendments.** The provisions of this License may be amended by mutual written consent of the parties hereto.

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

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**GRANTOR:**

N/A

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Mayor or Deputy Mayor

N/A

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City Clerk

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Finance Director

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Department Director

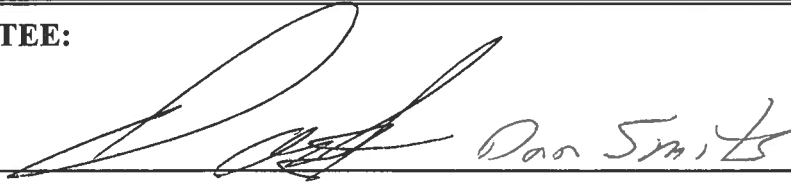
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City Attorney (Form Approval)

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**GRANTEE:**



*Dan Smith*

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