

Authority (C.F.)

LICENSE NO. _____

PW/REAL ESTATE LICENSE NO. _____ **PR/90**

DATE: _____

GRANTOR: _____ CITY OF SAINT PAUL

Department of Parks and Recreation

GRANTEE(S): _____ Century Link Inc.

100 Century Link Drive

Monroe Louisiana, 71203



**CITY OF SAINT PAUL
LICENSE
AGREEMENT**

This document is a License Agreement between the City of Saint Paul (“Grantor”), a Minnesota municipal corporation, and Century Link, Inc. (“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 Highland Parkway – south side, just east of Snelling Avenue, and Lexington Parkway – west side, at Mont Calm Estates driveway and at the Randolph Avenue intersection 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 in perpetuity, unless terminated as hereinafter provided.
- [3] **Fee.** 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 \$7,150.00, which includes the cost of the appraisal (\$2,200.00), the appraised value of the rights hereby granted (\$4,500.00) and city administrative processing fees (\$450.00).
- [4] **Use of Licensed Premises.** Grantee shall use and occupy the Licensed Premises for the following purpose:

Century link will install an underground communications fiber optic line across a portion of the parkway area, at the Highland Parkway, Mont Calm, and Lexington/Randolph locations. The Grantor will maintain reasonable access to the Licensed Premises for related maintenance or repairs to the buried fiber optic line.

- [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 Grantee to remove any improvements existing on the Licensed Premises. In the event that Grantor requires the removal of, or Grantee elects to remove, any improvements, Grantee shall have one hundred and eighty (180) days to remove them 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 Agreement including, but not limited to cancellation, termination or amendment of the Use of Licensed Premises.
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- [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 their 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.** Grantees agree 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.** Grantees 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 Grantees' use of these property rights, including but not limited to, a claim brought because of any act of omission, neglect, or misconduct of said Grantees 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 Grantees or any of their 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:
