## CITY OF SAINT PAUL RENEWAL OF LICENSE

## **Renewal No. 1**

THIS LICENSE AGREEMENT RENEWAL No. 1 ("License Renewal") is given as of the \_\_\_\_\_ day of December, 2015 between the City of Saint Paul, a Minnesota municipal corporation ("City"), and Twin City Refuse & Recycling Station, Inc., a Minnesota corporation ("TCR"), operating at 318 Water Street West, Saint Paul, Minnesota 55107-2011.

WHEREAS, City and TCR entered into that certain License Agreement, dated December 1, 2010 ("Original License"), attached hereto and incorporated herein by this reference, for TCR's use of City property for its business operations; and

WHEREAS, City and TCR deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Original License:

NOW THEREFORE, City and TCR agree to substitute, delete and/or add the following terms and conditions, which shall become a part of the Original License, effective as of the date set forth above.

- 1. <u>LICENSE RENEWAL TERM</u>. Paragraph 2 shall be amended to establish a new License term of five (5) years, commencing January 1, 2015, and continuing through December 31, 2020 ("Renewal Term").
- 2. <u>LICENSE FEE</u>. As provided in Paragraph 4. a, TCR shall continue to pay City the sum of two thousand seven hundred and 00/100 dollars (\$2,700.00) annually. TCR shall pay this sum, <u>with no invoicing from the City</u>, in December of each year prior to commencement of a new license year, by check or money order made payable to the City of Saint Paul and mailed or delivered to:

Office of Financial Services-Real Estate Section, City of Saint Paul, 25 W. 4<sup>th</sup> St., Rm. 1000, Saint Paul, MN, 55102, Attention: Real Estate Manager

Paragraph 4. b. i. establishing the one-time fee of \$2,300.00 for the parkland diversion appraisal and city administrative processing fee shall be deleted as the fee has been paid.

3. FENCE CONSTRUCTION/RELOCATION. Paragraph 12 requiring the relocation of fence and personal property and reconstruction of fence shall be deleted in its entirety as this requirement has been met.

Except as modified by the provisions of this License Renewal, all other terms and conditions as set forth in the Original License remain in full force and effect.

NO ATTACHMENTS

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

GRANTOR:
City of Saint Paul,
<b>Department of Parks and Recreation</b>
Department of Public Works

Department Director – Parks & Recreation

Department Director - Public Works

Director - Office of Financial Services

Mayor

City Clerk

City Attorney (Form Approval)

**GRANTEE:** Twin City **Refuse & Recycling Station, Inc.** 

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