

Authority (C.F.)

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

PW/REAL ESTATE LICENSE NO. \_\_\_\_\_

DATE: \_\_\_\_\_

**GRANTOR: \_\_\_\_\_ COUNTY OF RAMSEY,  
ON BEHALF OF STATE OF MINNESOTA**

**GRANTEE(S): \_\_\_\_\_ CITY OF SAINT PAUL**

**LICENSE  
AGREEMENT**

This document is a License Agreement between County of Ramsey, as trustee of forfeited property held in trust on behalf of the State of Minnesota, (“Grantor”) and the City of Saint Paul, a Minnesota municipal corporation (“Grantee”). Grantor and Grantee agree as follows:

- 1) **Licensed Premises.** Grantor does hereby grant to Grantee, its employees, agents and contractors, a non-exclusive License for the entry upon and use of certain property with a Parcel Identification Number of 05-28-22-33-0020, which abuts Wabasha Street, a public right-of-way (“ROW”) which is under the jurisdiction of Grantee. 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 until terminated as provided herein.
- 3) **Costs.** Grantor grants this license at no cost. Grantee agrees that it will not invoice, bill, assess, tax, or otherwise attempt to collect from, or charge to, Grantor for any costs or expenses incurred in relation to its activities under this License.
- 4) **Lien Free Condition.** Grantee shall not cause or permit any liens to be placed against the Premises or against Grantor’s other property as a result of Grantee’s exercise of rights under this License. In the event of the filing of any such liens, Grantee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.
- 5) **Use of Licensed Premises.** Grantee shall use the Licensed Premises for the following purposes:

The Grantee is permitted to enter upon and use the Premises for the purpose of inspection and possible safety, mitigation and remediation measures related to a slope failure that occurred on April 28, 2018, including, but not limited to: installation of survey prisms to

allow surveys of the area to evaluate current and future bluff stability; to clear brush and vegetation including trees from the property; and to take other actions deemed prudent and necessary to prevent further damage to Wabasha Street or to the public.

6) **Cancellation or Termination.**

- A. This License shall be subject to cancellation and termination by Grantor or Grantee at any time during the term hereof upon giving written notice.
- B. This license shall terminate when the Grantee project(s) to help stabilize the bluff have been completed or December 31, 2019, whichever occurs earlier.
- C. Upon termination, Grantor may require Grantee to remove any unused equipment existing on the Licensed Premises. In the event that Grantor requires the removal of, or Grantee elects to remove, any unused equipment, Grantee shall allow a reasonable period of time, to remove all equipment and return the property in the same condition, but in no case, shall such time exceed one hundred and eighty (180) days.

7) **Access.** This License shall include the right of Grantee to reasonable access to the Licensed Premises. Grantee may not interfere with the normal operation and activities of Grantor.

8) **Compliance with All Laws.** Grantee agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency, including those relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes. Grantee shall be responsible for securing any required approvals, permits, and authorizations necessary for their work.

9) **Report.** The Grantor will notify the County of any change of condition to the indicated parcel caused by the Grantee use of this license. At the County's request the Grantor agrees to provide the County access to all reports, studies, data, or related information in any way related to the collapse on April 28, 2018, or arising out of the Grantee's work under this license.

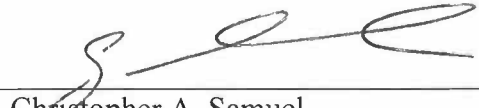
10) **Repair and Restoration.** Grantor acknowledges that the safety, mitigation and remediation measures anticipated will change the condition of the Licensed Premises. However, Grantee agrees to that, at no time, will Grantee's actions create a dangerous condition, and Grantee agrees to leave the Licensed Premises in a condition free of any instability issues created by the use of this License by the Grantee. Grantee will remove all equipment and materials, unless accepted by Grantor, prior to the expiration of this License.

11) **Liability and Reservation of Rights.** Grantee shall indemnify, defend, and hold harmless Licensor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Grantee, its officers, agents, partners, invitees or employees. Grantee's liability shall be governed by Minnesota Statutes Chapter 466,

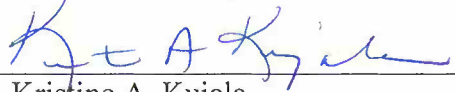
et. al., and Grantor's liability shall be governed by Chapter 466, et al., as the County of Ramsey may be involved, or Minnesota Statutes Section 3.736, as amended, to the extent the State of Minnesota is implicated, as applicable.

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

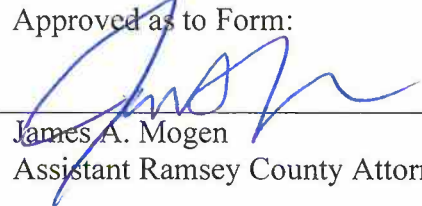
Grantor:

  
\_\_\_\_\_  
Christopher A. Samuel  
County Auditor/Treasurer

Recommended by:

  
\_\_\_\_\_  
Kristine A. Kujala  
Tax Forfeited Lands

Approved as to Form:

  
\_\_\_\_\_  
James A. Mogen  
Assistant Ramsey County Attorney

Grantee:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Director, Office of Financial Services

\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Attorney (Form Approval)