

Revised

Authority (C.F. or A.O.)

PW/REAL ESTATE LICENSE NO. 02 -- PKLDVRS

DATE: January, 2024

GRANTOR: CITY OF SAINT PAUL



GRANTEE: Nancy Kafka

359 Winslow Avenue

Saint Paul, MN 55107

**CITY OF SAINT PAUL
LICENSE
AGREEMENT**

This document is a License Agreement (“License”) between the City of Saint Paul (“Grantor”), a Minnesota municipal corporation, under the laws of the State of Minnesota, and Nancy Kafka (“Grantee”). Grantor and Grantee agree as follows:

- [1] **Licensed Premises.** Grantor hereby licenses to Grantee the use of an approximate 10-foot by 14-foot driveway section across Grantor's property, hereinafter referred to as the Licensed Premises, which consists of a section of city parkway adjacent to the property line of 359 Winslow Avenue, Saint Paul, Minnesota, as depicted on Attachment “A,” 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 for as long as there is an improvement in place that the driveway connects too.
- [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, the one-time sum of \$2950.00, which includes the appraised value of the rights hereby granted (\$1,200.00), the appraisal fee (\$1500.00) and the city administrative processing fee (\$250.00).
- [4] **Use of Licensed Premises.** Grantee shall use and occupy the Licensed Premises for the following purpose:

To construct, maintain and enjoy the private use of a driveway to be used by the residential property at 359 Winslow Avenue.

[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 upon giving ninety (90) days written notice to Grantee of such termination, including a detailed explanation of the good cause for such termination.
- [C] Upon termination, Grantor may require (subject to available funds) Grantee to remove all or part of the facilities installed. In the event that Grantor requires the removal of, or Grantee elects to remove, all or part of the facilities, Grantee shall have three hundred and sixty (360) days to remove such facilities from the Licensed Premises.

[6] **Access.** This grant of 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 construction and after any ensuing maintenance or repair work on the Premises, Grantee shall at its expense restore any adjacent areas that may have been disturbed by the said construction, maintenance or repair work to substantially the same condition as existed prior to such construction, maintenance or repair.

[8] **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.

[9] **Indemnification.** Grantee agrees 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 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.

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)

Grantee(s):
