

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) is made as of this ____ day of _____ 2020 (the “Effective Date”) by and between the City of West St. Paul, a Minnesota municipal corporation (“The City”), and TF WSP, LLC, a Delaware limited liability company (“Licensee”).

RECITALS

WHEREAS, Licensee is the owner of certain real property located in West St. Paul, Minnesota, that is labeled “PROJECT PROPERTY” on the attached Exhibit A (the “Project Property”) and is constructing improvements (the “Project”) on the Project Property; and

WHEREAS, The City owns the property that is located immediately adjacent to and east of the Project Property (the “City Property”); and

WHEREAS, Licensee desires to use a portion of the City Property for a staging area; and

WHEREAS, The City wishes to grant, and Licensee wishes to receive, a non-exclusive license to use such portion of the City Property for a staging area and to provide access to Licensee to the same, all as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Staging Area. The “Staging Area” is that portion of the City Property that is located to the west of the line that is shown on and labeled “Temporary Fence Line” on Exhibit A (the “Temporary Fence Line”).
2. Grant of License. Owner hereby grants to Licensee, its employees, agents, contractors, and subcontractors, a non-exclusive license for access to and from the Staging Area, to use the Staging Area for a staging area and to erect a temporary fence (the “Temporary Fence”) along the Temporary Fence Line (the “License”).
3. Term of License. The License granted hereunder shall commence on the Effective Date and shall terminate on October 31, 2021 unless earlier terminated as set forth herein. The City shall have the right to terminate the License on not less than thirty (30) days’ prior written notice to Licensee.
4. License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this license or Licensee’s use of the Property pursuant hereto.

5. Insurance. Licensee shall cause its general contractor for the Project to carry commercial general liability insurance on the Project, including the Staging Area, and automobile liability insurance covering vehicles owned or used at the Project by said general contractor, with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, providing coverage for claims including damages for bodily injury, death of any person, and property damage arising out of activities on the Project Property and Staging Area, and naming The City as an additional insured thereunder may not transfer its rights hereunder without the prior written consent of Owner.

6. Restoration of Property. Upon the termination of the License, Licensee shall remove the Temporary Fence and shall restore the Staging Area by grading/leveling any ruts caused by Licensee's staging activities, and by seeding the Staging Area.

7. Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and delivered by: (a) email, with delivery receipt requested; (b) personal delivery; (c) reputable overnight or two-day delivery service with proof of delivery/attempted delivery; or (d) United States mail, postage prepaid, either certified or first class mail. All notices shall be sent to a party at the address set forth below, or to such other address or person as the party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or: (i) at the time of delivery if by personal delivery; (ii) as of the date of first attempted delivery if by overnight or two-day delivery or certified mail; or (iii) if by email, as of the time and date of the delivery receipt confirming the message was delivered to the recipient's email server.

If to The City: City of West St. Paul
 Attn: City Manager
 1616 Humboldt Avenue
 West St. Paul, MN 55118
 Email: rschroeder@wspmnmn.gov

If to Licensee: TF WSP, LLC
 c/o KTJ 339, LLC
 Attn: David Scott
 400 Water Street, Suite 200
 Excelsior, Minnesota 55331
 Email: dave@oppidan.com

8. Email and Counterparts. This Agreement may be executed by email and/or in any number of counterparts. Each party may rely upon any email or counterpart copy as if it were one original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE CITY:

THE CITY OF WEST ST. PAUL,
a Minnesota municipal corporation

By: _____
Print Name: David J. Napier
Title: Mayor

LICENSEE:

TF WSP, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

Exhibit A

