

# LICENSE AGREEMENT

This license Agreement (the “Agreement”) is made and effective \_\_\_\_\_, 2022,

**BETWEEN:** The Charles K. Blandin Foundation, (the “Licensor”) a Minnesota nonprofit corporation organized and existing under the laws of the State of Minnesota, with its office located at 100 North Pokegama Avenue, Grand Rapids, MN 55744

**AND:** The City of Grand Rapids, (the “Licensee”) a municipal corporation organized and existing under the laws of the State of Minnesota, with its office located at 420 North Pokegama Avenue, Grand Rapids, MN 55744

In consideration of the mutual promises contained in the agreement, the parties agree as follows:

## 1. GRANT OF LICENSE; DESCRIPTION OF PREMISES

- a. Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the following described real property in Grand Rapids, MN, described as follows:
  - i. That portion of PIN 91-410-2511 and 91-410-2520, lying directly east of the existing parking lot and depicted in Attachment “A”.

## 2. LIMITATION TO DESCRIBED PURPOSE

- a. The above-described property may be occupied and used by Licensee solely for public and non-profit activities and for incidental purposes related to such purpose during the period beginning April 1, 2022, and continuing until this agreement is terminated as provided in this agreement.
- b. Licensor has the right to utilize the property for events by notifying Licensee at least 30 days prior to the event.

## 3. PERIODIC PAYMENTS

- a. Licensee shall not pay Licensor for this license.

## 4. IMPROVEMENTS/MAINTENANCE TO PROPERTY

- a. Licensee shall be able to make improvements to said property, at Licensee own cost upon written approval of Licensor’s President/CEO.
- b. Upon termination, as described below, Licensee shall remove any approved improvements as directed by Licensor’s President/CEO.

- c. Licensee shall be responsible for maintaining said property at Licensee's own cost.

**5. TERMINATION**

- a. Either party may terminate this agreement at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than six months prior to the date specified in such notice for the date of termination.

**6. HOLD HARMLESS/INDEMNIFICATION/INSURANCE**

- a. Licensor shall in no way be liable or responsible for any accident or damage that may occur during the term of this agreement. Licensee shall indemnify Licensor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Licensor or be claimed against Licensor by reason of any act or omission of the Licensee in utilizing the property.
- b. Licensee shall name Licensor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this agreement.

**7. GOVERNING LAW**

- a. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**8. ENTIRE AGREEMENT**

- a. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

**9. MODIFICATION OF AGREEMENT**

- a. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**10. NOTICES**

- a. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to

the respective address of each party as set forth at the beginning of this agreement.

**11. ATTORNEY’S FEES**

- a. In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party’s attorney fees.

**12. ASSIGNMENT OF RIGHTS**

- a. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date written above.

BLANDIN FOUNDATION, LICENSOR

CITY OF GRAND RAPIDS, LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

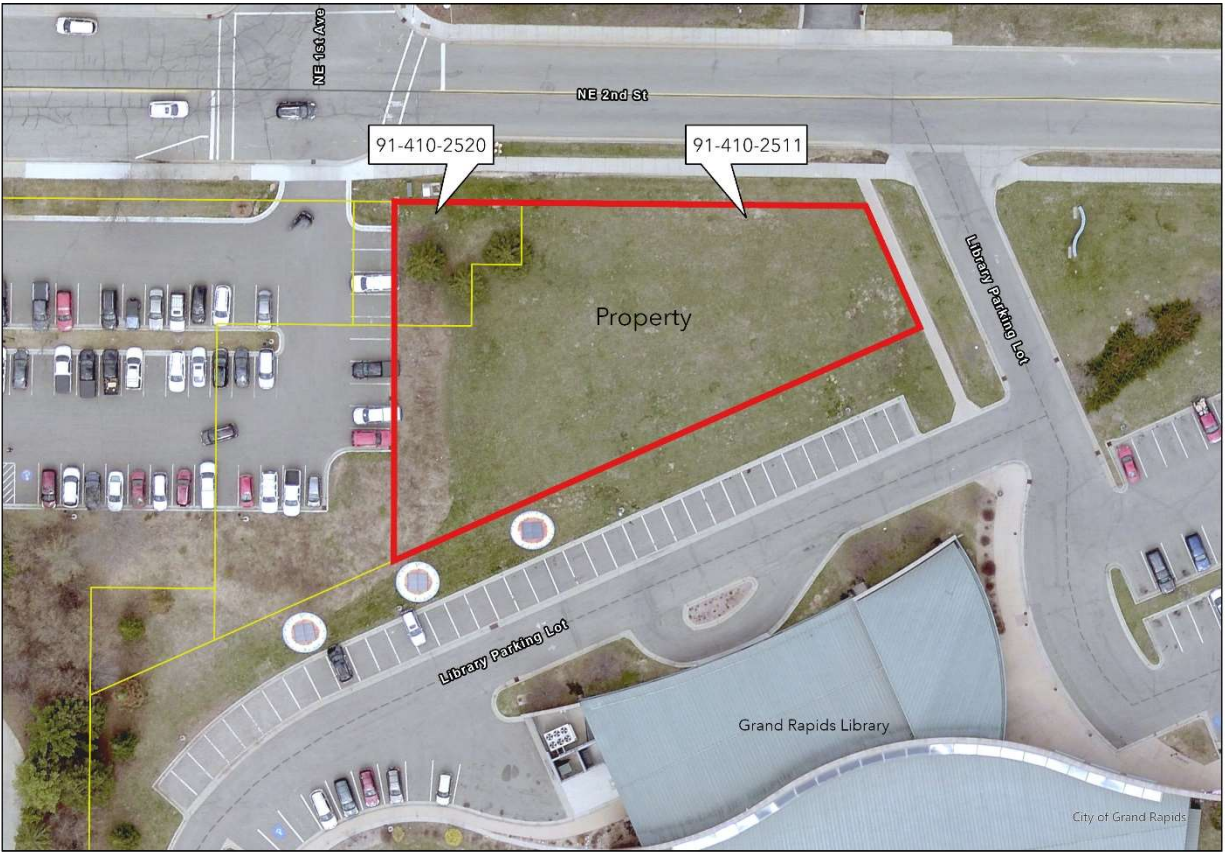
By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# ATTACHEMENT "A"



— Area of Interest

— Grand Rapids Parcels selection

