

**LICENSE AGREEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF A SWALE STABILIZATION  
IN THE CITY OF ST. FRANCIS, MINNESOTA**

THIS LICENSE AGREEMENT is made and entered into by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303 (“**County**”); the City of St. Francis, a Minnesota municipal corporation, 23340 Cree Street NW, St. Francis, MN 55070 (“**City**”); the St. Francis Area School District (ISD #15), 4115 Ambassador Blvd. St. Francis, MN 55070 (“**ISD 15**”); and the Anoka Conservation District, a political subdivision of the State of Minnesota, 1318 McKay Drive NE, Suite 300 Ham Lake, MN 55304 (“**ACD**”). The entities may collectively be referred to as “the parties” within this License Agreement.

**WITNESSETH:**

WHEREAS, ACD received a grant for erosion and water quality control measures within the ditch located along Rum River Blvd adjacent to St Francis High School; and,

WHEREAS, the location of the ditch is on land owned by the County and by ISD 15, which is depicted in the plans attached and incorporated hereto as Exhibit A (“**Property**”); and,

WHEREAS, the proposed work under this License involves construction and installation of a swale stabilization for erosion control, including the placement of synthetic turf or other materials in the ditch in accordance with MnDOT/County standards (“**Project**”); and,

WHEREAS, the grant further requires that ACD obtain a 25-year maintenance commitment, which the City of St. Francis has agreed to undertake, as set forth herein; and,

WHEREAS, all parties to this License Agreement agree that the ditch stabilization work is in the public’s best interests.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**I. GRANT OF LICENSE**

The County and ISD 15 hereby grant to ACD and its contractors a license to enter onto the land and to install a swale stabilization pursuant to the plans and specifications and at the locations contained in the attached **Exhibit A**. All work on the Project must be performed in accordance with MnDOT and County standards and all costs for construction will be borne by

ACD through its grant funding. The resulting swale stabilization shall be owned by ACD and will be subject to long-term maintenance by the City, as provided herein.

## **II. TERM**

This License Agreement shall remain in place for a period of **twenty-five (25) years**, from substantial completion of the Project, as required by the grant, unless the License is extended thereafter by agreement of the parties or terminated early as provided for herein.

## **III. TERMINATION AND RESTORATION**

This License Agreement shall terminate at the expiration of twenty-five (25) years unless mutually extended by all parties. The License may terminate early upon notice to all parties that License is no longer needed by ACD at the location provided herein. Upon termination of this License Agreement, the materials and swale stabilization shall be removed and the Property restored to the condition it was in prior to the grant of this License, or the swale stabilization may be left in place as is if acceptable to the Parties.

## **IV. LIMITATIONS OF LICENSE**

County and ISD 15 grant this License for the sole purpose of allowing ACD to construct and use the Property for erosion control measures, according to the terms and conditions contained herein. County and ISD 15 also grant this License for ACD and the City to conduct the maintenance obligations set forth in Section VI, below.

## **V. NO ASSIGNMENT**

The parties to this License Agreement shall not assign nor allow any other person and/or entity to use the Property (at the locations described and depicted in Exhibit A) for any other purpose without the prior written consent of all parties.

## **VI. CONDITION OF COUNTY / ISD 15 PROPERTY**

County and ISD 15 make no warranties or representations regarding the fitness or appropriateness of the Property. ACD stipulates and agrees that it has examined the Property and determined that it is suitable for the purposes provided for herein.

## **VII. MAINTENANCE**

- a) Ongoing maintenance obligations shall be handled cooperatively by ACD and the City of St. Francis, with the City providing all long-term maintenance obligations for the duration of this License. ACD and the City shall jointly prepare a maintenance schedule

to monitor the physical performance of the Project, and plan for any repairs, changes or alterations to the same.

- b) ACD in cooperation with the City shall perform regular inspections of the Project and notify City of all maintenance required. In the event ACD or the City finds that the Project integrity is compromised or requires repair, City and ACD will immediately notify the other party.
- c) City agrees, at City's expense and at no cost to ACD, to regularly maintain the integrity and viability of the Project in accordance with the agreed-upon operations and maintenance schedule.
- d) If the City fails to maintain the Project, after four weeks written notice to City from ACD, ACD may complete tasks in the joint maintenance schedule and charge City for reimbursement of those costs.

### **VIII. INDEMNIFICATION**

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes Chapter 466, each party to this License Agreement shall defend and hold harmless the other parties named herein, as well as their commissioners, officers, agents, and employees from any and all claims, liabilities, losses, costs (including attorney's fees), expenses, or damages whatsoever resulting from the acts or omissions of the respective elected officials, officers, representatives, agents, or employees, relating to activities conducted by any party under this Agreement.

### **IX. COMPLIANCE WITH LAWS**

Prior to installation of the swale stabilization, ACD shall, at its sole cost, obtain all government approvals necessary to install, construct, and maintain the Project on the Property. ACD agrees to comply with all applicable federal, state, and local law ordinances, or any rules, regulations or standards of any agency of such governmental entity which are applicable to the use of the Property as provided for herein.

### **X. INSURANCE / BONDS**

ACD shall require that all contractors who perform work on the project obtain and maintain the insurance. Minimum insurance requirements shall be those acceptable to the ACD Board. Additionally, the contractor must secure a right of way permit from the County and comply with insurance requirements therein. In addition, contractors who perform work on the Project shall provide payment and performance bonds to ACD in the full amount of the contract, if required by ACD.

## **XI. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

## **XII. COUNTERPARTS**

This License Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

**COUNTY OF ANOKA**

By: \_\_\_\_\_  
Matthew J. Look, Chair  
Anoka County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rhonda Sivarajah, County Administrator

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Christine Carney, Assistant County Attorney

**ANOKA CONSERVATION DISTRICT**

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

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

Dated: \_\_\_\_\_

(AS NEEDED)

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

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

Dated: \_\_\_\_\_

**CITY OF ST. FRANCIS**

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

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

Dated: \_\_\_\_\_

(AS NEEDED)

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

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

Dated: \_\_\_\_\_

**ST. FRANCIS AREA SCHOOL  
DISTRICT (ISD #15)**

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

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

Dated: \_\_\_\_\_

(AS NEEDED)

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

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

Dated: \_\_\_\_\_