

LICENSE AGREEMENT

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, hereinafter referred to as the "Licensor," and the City of St. Francis, a Minnesota municipal corporation, 3750 Bridge Street NW (previously 23340 Cree Street NW), in St. Francis, Minnesota 55070, hereinafter referred to as the "Licensee."

WHEREAS, the Licensor owns right-of-way located along Bridge Street NW east of Ambassador Boulevard in the city of St. Francis, as depicted in Exhibit A, which is attached hereto and incorporated herein ("County Property"); and

WHEREAS, Licensee desires to place a number of trees and plantings on the County Property, which trees, shrubs, and plantings are more particularly described and shown in Exhibits B and B1, which are attached hereto and incorporated herein ("Improvements"); and

WHEREAS, Licensee has requested and the Licensor has agreed to permit the Improvements on the County Property pursuant terms and conditions contained in this Agreement.

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

I. GRANT OF LICENSE

The Licensor hereby grants to Licensee a license to install, maintain, replace, and repair the Improvements on the County Property at the locations depicted in Exhibits A and B.

II. LIMITATIONS OF LICENSE

Licensor grants this License for the sole purpose of allowing the existence of the Improvements on the County Property and Licensee's right to install, maintain, and replace said Improvements on the County Property as provided herein. Licensee's placement of the Improvements will be in the approximate location along the south boulevard area of Bridge Street between Ambassador Blvd. and Woodbine St., as depicted in Exhibit A. Licensor must ensure that the Improvements do not obstruct or impair traffic sightlines at the intersection, as determined by Licensor.

III. MAINTENANCE AND PAYMENT OF COSTS

The Licensee shall be solely responsible for and pay for all costs associated with the installation, short and long-term maintenance, replacement and/or removal of the Improvements on the County Property. After the installation of the Improvements, the Licensee shall restore the topographic grade of the County Property to the grade elevation that existed prior to said installation.

IV. REMOVAL OF IMPROVEMENTS

At such time as the County Property may need to be used to construct improvements to Bridge Street NW, or if the County Property is needed for any other public purpose, and upon not less than 90 days' written request of the Licensor, Licensee shall at its sole cost, remove the Improvements, including any irrigation, and restore the County Property to the condition it was in prior to the grant of this License. Licensee acknowledges that no costs or damages may be assessed against Licensor for the loss of the Improvements being placed on the County Property.

V. INDEMNIFICATION

Subject to the liability limits set forth in Minn. Stat. Chapter 466, the Licensee agrees to and shall hold harmless the Licensor, its commissioners, officers, agents, and employees from any and all liability and claims (including attorneys' fees), related to or resulting from the use of County Property for the purposes permitted herein.

VI. COMPLIANCE WITH LAWS

Licensee 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 County Property as provided for herein.

VII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that this License Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Owners relating to the subject matter hereof.

VII. COUNTERPARTS

This 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.

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

COUNTY OF ANOKA

CITY OF ST. FRANCIS

By: _____
Dee Guthman
Interim Anoka County Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

By: _____
Joseph J. MacPherson, County Engineer
Chief Officer, Transportation Division

By: _____
Its: _____

Dated: _____

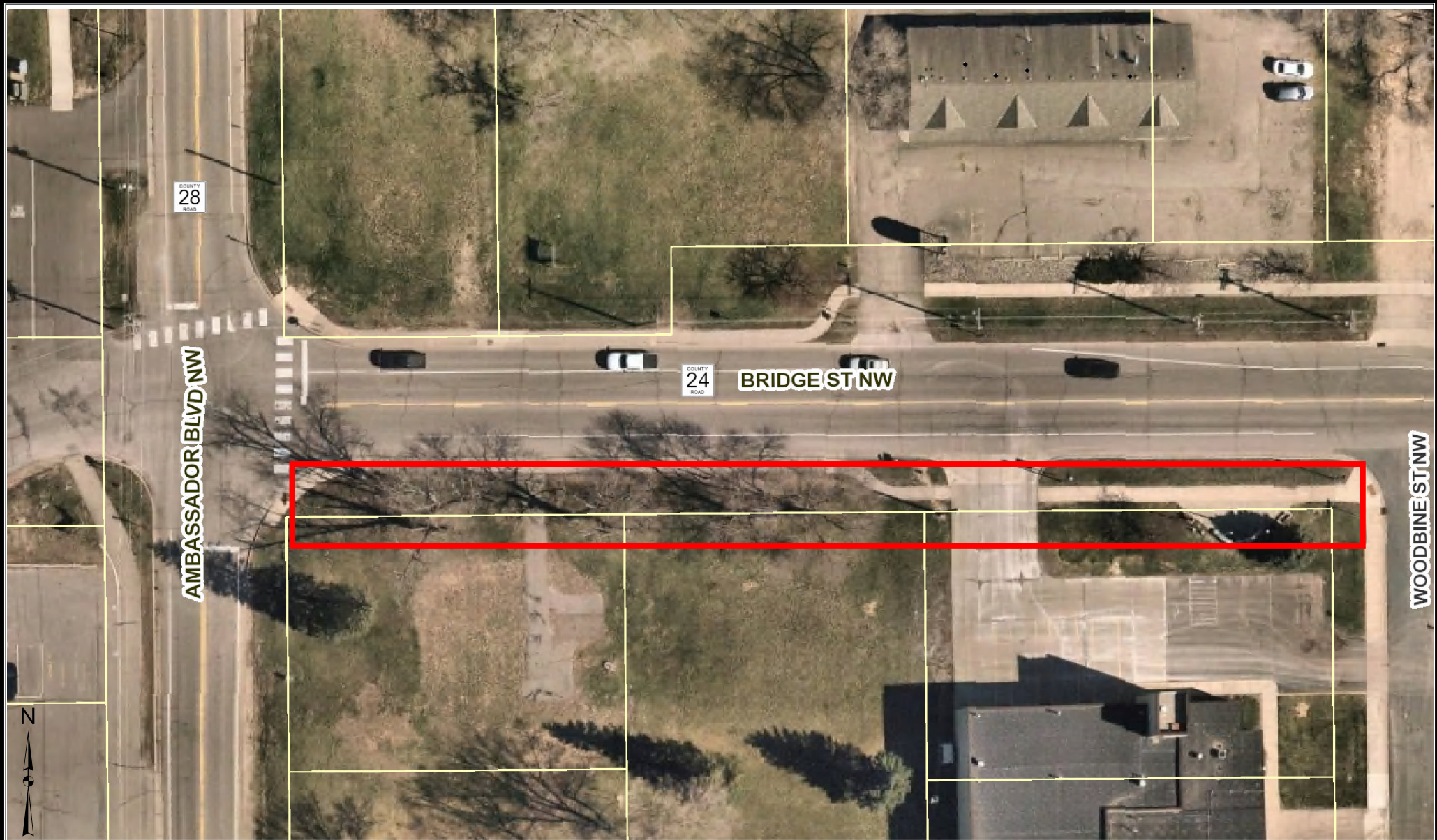
Dated: _____

APPROVED AS TO FORM

By: _____
Christine Carney
Assistant County Attorney

Dated: _____

EXHIBIT A



Parcel Information:

Approx. Acres:
Plat:
Commissioner:

Owner Information:



EXHIBIT B1

Memorandum



To: Brandon Ulvenes, Design Engineer, Anoka County Highway Department
From: Amy Bower, HKGI
Subject: St. Francis City Hall Fire Station Landscaping in County ROW
Date: March 28, 2024

Brandon,

HKGI has reviewed the county ACHD Landscaping / Streetscape Guidelines and prepared the attached revised landscaping plan for the City Hall/Fire Station facility that is currently under construction. The following comments pertain to the proposed ROW improvements along the new facility:

- » Project has no streetscape/landscaping in Ambassador ROW (just restored turf) – no irrigation
- » Project has minimal landscaping in Bridge Street ROW – building is set behind ROW and the area between the sidewalk and building is landscaped with low shrubs and perennials. This strip is about 5ft behind the sidewalk at the west end tapering to zero at the east end. This planting bed will have drip irrigation and be maintained by City. This planting bed is desired to meet St. Francis goals for a pleasant downtown and for ease of maintenance at building foundation.
- » The Bridge Street boulevard ROW will be restored to turf with no irrigation (same as previous project conditions)
- » 7 new boulevard trees are proposed to be installed in Bridge Street boulevard and be maintained by the City– no automatic irrigation is planned in this boulevard.
- » A sightline analysis for Bridge Street concluded no sight obstructions with proposed tree locations.
- » The City will be responsible for maintenance of the streetscape/landscaping within the ROW. Please send over a landscape agreement for the City to complete.

Attached: Landscape plans dated: 3.15.24. Intersection Sight Line Analysis dated March 27, 2024

A handwritten signature in black ink that reads 'Amy Bower' in a cursive, flowing script.

Amy Bower, PLA
Landscape Architect