

Property Address:
PID:

License Fee: \$250.00



**LICENSE AGREEMENT
ENCROACHMENT ON CITY RIGHT-OF-WAY**

THIS AGREEMENT dated _____, by and between the City of Savage, County of Scott, State of Minnesota, GRANTOR, and

Name and Address of Applicant (LICENSEE):

Interest of Applicant in the property:

Name and Address of all record fee owners if not the Applicant (LICENSEE):

Names and addresses of all parties other than the applicant and the record fee owners having an interest in the property:

Legal description and street address of the property:

Description of the size and character of the building, structure, or encroachment to be licensed:

License Agreement

Property Address:

Legal description of the area of the right-of-way upon which the building, structure, or encroachment is or is proposed to be located:

Name and address of the applicant's insurer providing the insurance coverage required herein:

Description of the facts requiring the issuance of the license for which application is made:

Attached is a plat drawing with the encroachment shown and labeled.

Licensee hereby shall and agrees to indemnify the City from all claims and demands which may arise as a result of the installation, placement, building, erection, maintenance, occupation, or use of the building, structure, or encroachment upon such right-of-way.

The applicant understands and agrees that, if the license for which application is made is granted, the license shall be revocable, and that the applicant shall not acquire any vested rights hereunder.

Purpose:

The purpose for which the licensee may occupy or use the right-of-way is limited to that stated above.

Term:

This license and all of the covenants herein contained shall remain in force and effect only so long as the area encroached upon remains unnecessary for public use.

Limitation of encroachment:

The Licensee shall not further encroach upon any right-of-way, except pursuant to this license issued by the City pursuant to the provisions of Chapter 101.53 of the City Code.

Removal

If, for any reason, the City needs to work in the right-of-way in the area of the encroachment, the owner will remove all or such portion of the encroachment as required by the City and further that the cost to remove and/or replace the encroachment shall be paid by the owner.

No interference with intended use

The encroachment shall not interfere with the intended use of the right-of-way. Drainage from this and all adjacent properties will at no time be impeded or blocked.

City engineering standards

All work performed in the right-of-way pursuant to the license shall be performed in accordance with the City's engineering standards in effect at the time of the application for the license. If the encroachment is a retaining wall 48" or taller, signed drawings must be submitted to and approved by the City prior to construction.

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Indemnification

Licensee hereby shall and agrees to indemnify and save harmless the City from all claims and demands which may arise as a result of the installation, placement, building, erection, maintenance, occupation, or use of the building, structure, or encroachment upon such right-of-way.

Maintenance

Licensee shall maintain the building, structure, or encroachment in a clean, neat, orderly and safe manner.

Insurance

Licensee shall at all times during the duration of the license maintain public liability insurance naming the City as an additional insured party, in the amounts of at least the maximum amounts of tort liability of the City pursuant to statute, with respect to the occupation and use of such right-of-way by the licensee, which insurance shall be evidenced by a policy providing, in part, that such insurance shall not be canceled or terminated by any party, except upon ten days' prior written notice to the City Clerk.

No vested right created

The issuance of the license shall not constitute or be construed as creating or establishing any vested right of the Licensee or in such right-of-way, and that the license shall be revocable by the City Administrator.

This instrument shall be recorded at the County of Scott and shall there by become a covenant upon the above described land, and shall bind both parties hereto and their respective heirs, executors, administrators and assigns to the terms contained therein.

Recommended for Approval:

City Engineer

Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

LICENSEE:

GRANTOR:

Brad Larson, City Administrator

[signatures continued on next page]

License Agreement

Property Address:

STATE OF MINNESOTA)
)ss
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County personally appeared *Property Owner Name*, to me personally known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

STATE OF MINNESOTA)
)ss
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County personally appeared *Property Owner Name*, to me personally known to be the person(s) described herein and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

STATE OF MINNESOTA)
)ss
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public within and for said County personally appeared Brad Larson, to me personally known to be the City Administrator for the City of Savage, Scott County, Minnesota and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Savage
6000 McColl Drive
Savage, MN 55378