

**Town Board Organizational & Regular
Meeting Supplement
January 6, 2020**

ADDED CONSENT AGENDA ITEM:

**5.S. License Agreements – 2609 & 2627 South Shore
Boulevard**

License Agreements

**Town Board Organizational & Regular
Meeting Supplement
January 6, 2020**

Added Consent Agenda Item:

Agenda Number: 5.S

**Subject: License Agreements – 2609 & 2627 South Shore
Boulevard**

Documentation: License Agreement

Action / Motion for Consideration:

Report at Meeting / Discuss

Based on Public Works Director Recommendation** Approve the License Agreements Subject to Review & Approval by the Town Attorney

** Agreements are requested to facilitate the removal of the sand from Lift Station #2 & the adjoining pipe

License Agreement

This LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2020 by and between the Town of White Bear, a Minnesota political subdivision ("Town") and Peter Salisbury & Allyn Salisbury ("Owners"),

WHEREAS, the Owners are the fee owners of the following described real property 2609 South Shore Boulevard, White Bear Township, Minnesota, situated in the County of Ramsey, State of Minnesota legally described as follows, to-wit:

Lot 20, Block 1, Bellaire White Bear Lake, subject to easements and except the Westerly 30 feet and except the southerly 184 feet of Lots 20 and 21, Block 1, Bellaire White Bear Lake

WHEREAS, it exists on or near the Property a sanitary sewer collections system maintained by the Town. That the Town has determined that the existing sanitary sewer line is no longer functioning property and needs to be maintained. That it is the Town's intention to maintain the existing sanitary sewer collection line. That said maintenance will benefit both the owners as well as other surrounding property Owners.

WHEREAS, to complete the maintenance the Town will need to enter the Property.

NOW, THEREFORE, in consideration of mutual benefits derived here from, the Owners hereby grant to the Town, its successors, contractors, employees and assigns a perpetual non-exclusive license to construct, maintain, repair and replace a sanitary sewer collection system.

This license is non-exclusive and shall no way bar the Owners from use and enjoyment of their Property. However, said use and enjoyment shall not interfere with any work being performed by the Town pursuant to this license.

The Town shall give the Owners prompt and timely notice of the Town's intent to enter the Property for the purpose of maintenance described above. To the extent practicable, the Town will return the surface of the Property to the same condition as existed before the Town commenced work. The Town shall be responsible for replacing trees, fences, shrubs, plantings or any other landscaping located on the Property which may have been damaged during any maintenance activity conducted by the Town.

The covenants and agreements herein contained are enforceable by any party who is either burdened or benefitted by the license granted hereunder. If any portion of this Agreement is held invalid, the validity of the remainder of the Agreement shall not be affected thereby. No provisions contained in this Agreement shall be deemed to have been abrogated or waived by any reason of any failure to enforce the same.

License Agreement

This LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2020 by and between the Town of White Bear, a Minnesota political subdivision ("Town") and David Brooks & Karen Brooks ("Owners"),

WHEREAS, the Owners are the fee owners of the following described real property 2627 South Shore Boulevard, White Bear Township, Minnesota, situated in the County of Ramsey, State of Minnesota legally described as follows, to-wit:

Lot 24 and Lot 25, Block 1, Bellaire White Bear Lake

WHEREAS, it exists on or near the Property a sanitary sewer collections system maintained by the Town. That the Town has determined that the existing sanitary sewer line is no longer functioning property and needs to be maintained. That it is the Town's intention to maintain the existing sanitary sewer collection line. That said maintenance will benefit both the owners as well as other surrounding property Owners.

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