

**LICENSE AGREEMENT
CITY OF SHAKOPEE LEVEE REHABILITATION
TEMPORARY ACCESS LICENSE AND RIGHT-OF- ENTRY**

Subject to the limitations specified in this License Agreement, the Shakopee Mdewakanton Sioux Community, a sovereign Indian Tribe, federally recognized under Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C., 476, located in Scott County, Minnesota ("SMSC") hereby grants to the CITY OF SHAKOPEE, a Minnesota municipal corporation located at 485 Gorman Street Shakopee, MN 55379 and its employees, contractors and invitees or guests ("CITY OF SHAKOPEE"), the following temporary license and non-exclusive right-of-entry:

A temporary license and right of entry ("License") is hereby granted to the CITY OF SHAKOPEE, its employees, agents, and invitees through and to certain property owned by SMSC located in Shakopee, MN 55379 (PID 279060106) ("SMSC Property") as depicted on Exhibit A ("License Area"), for only the following purposes:

Permit, supervise, monitor, and access work being completed by Krueger Excavating, Inc. on certain property owned by SMSC, 1245 Bluff Avenue East. Access shall be through existing SMSC private frontage road located in Section 6, Township 115, Range 22, to access the worksite per access route depicted at Exhibit A.

The License Area may only be accessed during the hours of 7:00 A.M. TO 7:00 P.M. – Monday through Friday.

CITY OF SHAKOPEE shall be responsible for the repair (or cost thereof) of any damage to the License Area caused by CITY OF SHAKOPEE, its employees, agents, or invitees during the term of this License Agreement.

Any use of the License Area by CITY OF SHAKOPEE, its agents, or employees shall be (i) at no cost to SMSC (ii) in compliance with all applicable governmental rules, regulations, and requirements, and in a good workmanlike manner and in such a manner as to cause the least economic interference with the SMSC Property.

CITY OF SHAKOPEE agrees that it is accepting this License without any warranty or representation regarding the License or the License Area, and is subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations, and conditions affecting the SMSC Property or access thereto.

Nothing in this License shall confer or be construed or interpreted to confer any authority on CITY OF SHAKOPEE or SMSC to limit or expand any property interest of either of the parties to the License Area, nor shall it confer or be construed or interpreted to confer waiver of any immunities or reservation of rights on the part of the SMSC or CITY OF SHAKOPEE. CITY OF SHAKOPEE

does not waive any statutory immunity from available to it under Minnesota Statutes, Chapter 466 or under common law

The CITY OF SHAKOPEE shall be responsible for any costs incurred by SMSC on account of the CITY OF SHAKOPEE's entry upon or use of the License Area or on account of the CITY OF SHAKOPEE's breach of its obligations under this License Agreement.

To the extent permitted by applicable law, the CITY OF SHAKOPEE shall indemnify, defend, and hold SMSC harmless from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties, and reasonable attorneys' fees), judgments, liabilities, and causes of action of any nature whatsoever resulting from or relating to the use or occupancy of the License Area by the CITY OF SHAKOPEE, its employees, agents, invitees, or guests or arising in any manner out of the acts or omissions of the CITY OF SHAKOPEE, its employees, agents, invitees, or guests, in connection with this License or with the use or occupancy of the License Area. The indemnity obligations set forth in this paragraph shall survive the termination of this License Agreement for a period of 12 months.

CITY OF SHAKOPEE shall obtain and keep in force (or through self-insurance) and require its contractors to obtain and keep in force during the entire term of this License commercial general liability insurance, including coverage for bodily and personal injury, property damage, and contractual liability, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. In addition, CITY OF SHAKOPEE shall obtain and keep in force (or through self-insurance) and require its contractors to obtain and keep in force during the entire term during which the License is in effect automobile liability insurance in an amount not less than \$2,000,000 combined single limit. CITY OF SHAKOPEE represents that it and any contractors entering onto the License Area have workers' compensation insurance to the extent required by law and agrees to furnish proof of such insurance upon request.

This License Agreement constitutes the entire agreement between CITY OF SHAKOPEE and SMSC. With the exception of this License Agreement, there are no other agreements, either oral or written, between CITY OF SHAKOPEE and SMSC. Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

This License Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY OF SHAKOPEE and SMSC, the sole relationships of the parties hereto being that of Licensee and Licensors under this License Agreement.

This License Agreement shall be effective as of August 7, 2024 and will terminate no later than November 1, 2024 ("Term").

The terms and conditions herein shall be binding upon the parties successors and assigns.

EXECUTED as of this day of 2024.

SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

By: _____
Cole W. Miller, Chairman
SMSC Business Council

CITY OF SHAKOPEE

By: _____

Its: _____

By: _____

Its: _____

LEVEE REHAB ACCESS LICENSE

Exhibit A

