

**City of  
St. Paul Park**

600 Portland Avenue  
St. Paul Park MN 55071  
(651) 459-9785

**Procedure for application of a  
license to encroach over city rights-of-way**

1. The application must be completed by the property owner and return to the address above with a non-refundable check made payable to the City of St. Paul Park in the amount of \$150 and a scaled site plan drawing showing the encroachment.
2. The application is to be submitted to the City Administrator. The City Administrator will determine approval or denial.
3. If approved, property owner must complete and meet all of the requirements of the license agreement and any special requirements that may be added to the terms of the license.
4. Applicant/property owner must abide by the terms of the license agreement for duration the physical encroachment is present to remain valid.
5. Current insurance documentation must be submitted with this application, as follows:

*The licensee shall, at all times during the duration of the license, maintain general liability insurance, naming the city as an additional insured party, in the amount of not less than \$500,000 per person and \$1.5 million per incident, or the maximum amount in which the city may by law hereinafter become liable for torts, whichever is greater. Such policy shall state the insurance will not be cancelled or terminated by any party, except upon 10 days' prior written notice to the city.*

6. Continuation forms from your insurance provider must be submitted on an annual basis for the license to remain valid.
7. The timeline for applying for the license and being approved or denied can range from two to three weeks in most cases.
8. The property owner shall remove any improvements it has placed on the property upon cancellation of this license agreement by either party. Such removal shall be solely at property owner's expense and shall be completed within 180 days of the date of notice of cancellation. The property owner shall restore any areas damaged or affected by such removal. If removals are not completed, the City of St. Paul Park will have the removals completed and costs will be assessed to the property.

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St. Paul Park**

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LICENSE #      EN- \_\_\_\_\_

**Application for license for building, structure, or physical  
encroachment in right-of-way**

*The undersigned applicant hereby makes application, pursuant to the provisions of Section 58-3 of the St. Paul Park City Code, for a license required by the provisions of Section 58-3.*

**Requirements:**     Certificate of Insurance     Scaled site plan drawing     Application fee: \$150

**Applicant Information**

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Property Information**

*Real property upon which encroachment is proposed to be located:*

Street address: \_\_\_\_\_

Property ID: \_\_\_\_\_

Legal description: \_\_\_\_\_

Legal description of right-of-way area upon which encroachment is proposed to be located: \_\_\_\_\_

The size and character of the building, structure, or encroachment to be licensed: \_\_\_\_\_

The facts which require the issuance of the license are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Insurance Information**

The name and address of the insurer (not the agent) providing the liability insurance required by city code for the encroachment to be license: \_\_\_\_\_

\_\_\_\_\_

**Consent to Encroachment**

The City of St. Paul Park grants or denies the license to encroach over city rights-of-way as fully described above with the following terms and conditions:

1. **Purpose:** Licensee agrees that it will utilize the Encroachment Area solely for the Encroachment purposes described above and for no other purpose.
2. **Term:** The license shall remain in effect until such times as the encroachment ceases to exist, or the City decides in the future for any reason that it requires the use of the full right-of-way.
3. **Limitation of Encroachment:** There shall be no additional encroachment upon any right-of-way, except pursuant to a license issued by the City of St. Paul Park.
4. **Indemnification:** To the extent authorized by law Licensee hereby agrees indemnify, defend, protect and hold harmless Licensor, its officers and employees, from and against any and all claims, damages, losses, liabilities, fines, penalties, of whatsoever kind or nature, including, but not limited to reasonable attorney's fees that are incurred by the Licensor and that arise in connection with Licensee's activities that are undertaken, authorized or obligated pursuant to this license. Such liability shall specifically, without limitation, extend to claims of third parties arising from the presence of the Licensee's Encroachment.
5. **Maintenance:** The occupation or use licensed shall be maintained by the Licensee in a clean, neat, orderly and safe manner.
6. **Insurance:** the Licensee shall, at all times during the duration of the license, maintain general liability insurance, naming the City as an additional insured party, in the amounts of at least the minimum amounts of the tort liability of the City pursuant to statute, which 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 (10) days' prior written notice to the City.
7. **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 to such right-of-way, and that the license shall be revocable by the City.
8. **Cancellation:** The property owner shall remove any improvements it has placed on the property upon cancellation of this license by either party. Such removal shall be solely at property owner's expense and shall be completed within 180 days of the date of notice of cancellation. The property owner shall restore any areas damaged or affected by such removal. If removals are not completed, the City of St. Paul Park will have the removals completed and costs will be assessed to the property.
9. **Appeal:** If the City Administrator denies the application, the applicant may, within thirty (30) days of notice of denial, appeal this decision to the City Council. The City Council shall have the authority to consider any previously denied application and may order the issuance of an encroachment license.

*Applicant hereby agrees to indemnify the city of St. Paul Park from all claims and demands which may arise as a result of the installation, placement, building, erection, maintenance, occupation, or use of building, structure, or encroachment upon right-of-way. Applicant understands and agrees that if the license for which this application is made is granted, the license issued shall be revocable, and that the applicant shall not acquire any vested rights thereunder.*

**LICENSEE:**

Property Owner Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 (property owner) \_\_\_\_\_.  
 Witness my hand and official seal.  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**LICENSOR:**

The City of St. Paul Park  grants  denies the license to encroach over city rights-of-way as described in this application.

Special Requirements: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Property Owner initials (I hereby agree to the special requirements as listed above)

City Administrator Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (City  
 Administrator) \_\_\_\_\_.  
 Witness my hand and official seal.  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

This agreement was cancelled on \_\_\_\_\_ (date), for \_\_\_\_\_ reason(s).