

PUBLIC PROPERTY USE PERMIT

This Public Property Use Permit is entered into on this ____ day of _____, 20__, by and between the CITY OF PRIOR LAKE, Minnesota, a municipal corporation (the "City"), and _____, _____ (the "Permittee").

RECITALS

Whereas, City Code Sections 1107.800 and 1107.817 (A) allows the placement of Sandwich Board signs on the sidewalk in the "TC", "C", and "I" Use District subject to receiving a Permit from the City and meeting the requirements set out in Section 1107.817 B; and

Whereas, City Code Section 1107.817 (B)(11) requires the owner or tenant of property who desire to use the public sidewalks adjacent to and near to the front entrance of the building to display a Sandwich Board sign to obtain a sign permit and to enter into a Public Property Use Permit ("PPUP"); and

Whereas, The Permittee is the fee owner or tenant of property located at _____, Prior Lake, Minnesota (the "Property"); and

Whereas, Permittee has applied to the City for a Permit to display a Sandwich Board sign on a public sidewalk.

AGREEMENT

In consideration of the foregoing Recitals, incorporated herein as if fully set forth and the mutual covenants herein, the parties agree as follows:

1. **PUBLIC PROPERTY.** The Permittee acknowledges that the sidewalk adjacent to the Property is public property which must remain open to the public for public use and meet City Zoning Code and International Building Code requirements.

2. **SANDWICH BOARD SIGN PERMITTED.** Subject to City Code Section 1107.817, this Public Property Use Permit and the City's right to terminate this Agreement as

provided for elsewhere in this PPUP, the Permittee may use that portion of the sidewalk area, depicted in the Permit Application or Revised Permit Application, to display one (1) Sandwich Board advertising sign not to exceed eight (8) square feet, and only during the permittee's hours of operation.

3. PEDESTRIAN USE OF SIDEWALK. The primary use of the public sidewalk is to provide the public a safe location for pedestrian traffic. The use of the sidewalk for commercial advertising is subordinate to the public's use of the sidewalk for foot or chair travel. The Permittee shall be vigilant to observe whether the Sandwich Board sign interferes with pedestrian traffic; and if so, to temporarily remove or adjust the location of the sign within the allowed area. The City may terminate this Permit, upon notice and a right to be heard, if in the opinion of the Zoning Administrator, the commercial use of the sidewalk (location of the sign) adversely interferes with the public's right to travel on the sidewalks.

4. INDEMNITY. The Permittee shall indemnify, defend and hold the City and its employees, contractors, agents, representatives, elected and appointed officials, and attorneys harmless from any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from, based on, or related to the Permittee being allowed to display a Sandwich Board sign, including, but not limited to, any claim asserted against the City as a result of the location allowed by the Permit.

5. INSURANCE. Permittee shall maintain a general liability insurance policy which provides coverage for damage to the personal property of others or injury to persons. Said policy shall contain a clause which provides language stating that the company that issues the policy shall not change, non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice. The Permittee shall provide the City with a Certificate of Insurance that names the City as an additional insured.

6. WAIVER OF CLAIMS. The Permittee acknowledges City's ownership of the sidewalk for the benefit of the public and knowingly and voluntarily waives and releases any and all claims against the City arising from, based on, or related to the use of the sidewalk as permitted by this PPUP, except any claims which are the result of the sole negligence or willful misconduct of the City or its employees or agents. The Permittee acknowledges that he/she was advised that this is a legal document and that the Permittee should seek legal counsel in connection with this PPUP and that the Permittee has read and understands the terms of this PPUP.

7. CONDITION OF SIDEWALK. The Owner acknowledges the City has made no representations or warranties regarding the condition of the sidewalk or its suitability for the uses permitted by this Agreement.

8. BINDING EFFECT. Except as hereinafter provided, this Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, the Owner and each successor owner of the Owner's Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Owner's Property; provided, however, that any obligations arising pursuant to Paragraph 4 of this Agreement shall not be discharged or released by the transfer of the Owner's or successor owner's, as the case may be, interest in the Owner's Property.

9. ENTIRE AGREEMENT. This Public Property Use Agreement contains all the terms and conditions related to the placement of a Sandwich Board sign on the sidewalk adjacent to the Property and replace any oral agreements or other negotiations between the parties. No modifications of this Permit shall be valid until they have been placed in writing and signed by all parties hereto.

10. RECORDING. The Owner shall cause this Agreement to be filed for record within 30 days of its execution by the Owner and the City. Evidence of filing shall be provided to the City within 30 days thereafter.

CITY OF PRIOR LAKE

PERMITTEE

By _____
Frank Boyles, City Manager

Tennant

Property Owner

STATE OF MINNESOTA)

COUNTY OF SCOTT)ss
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Frank Boyles, City Manager of the City of Prior Lake, Minnesota, a municipal corporation on behalf of the corporation.

NOTARY PUBLIC

STATE OF MINNESOTA)

COUNTY OF SCOTT)ss
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The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____.

NOTARY PUBLIC