

**CITY OF SAINT PAUL AND CITY OF FALCON HEIGHTS
COMO AVENUE TRAIL LEASE**

This Lease Agreement is between the **City of St. Paul**, Department of Public Works, 25 West 4th St., 1500 City Hall Annex, St. Paul, MN 55102 (LESSEE) and the **City of Falcon Heights**, (LESSOR).

WHEREAS, Saint Paul Public Works, in collaboration with Saint Paul Department of Parks and Recreation and Ramsey County, is planning to implement trail, sidewalk, and bikeway improvements along Como Avenue between Raymond Avenue and Hamline Avenue;

WHEREAS, a portion of the trail, adjacent to the Minnesota State Fair Grounds, will be in the City of Falcon Heights;

WHEREAS, the portion of the trail in the City of Falcon Heights will remain in the Right-of-Way controlled by Ramsey County;

WHEREAS, the City of Falcon Heights agrees to permit the City of Saint Paul to implement these trail, sideway and bikeway improvements along Como Avenue and the City of Saint Paul agrees to be responsible for all expenses arise out of the construction and maintenance of the trail, sideway and bikeway improvements;

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premise for the construction and maintenance of a trail in the City of Falcon Heights. The premise consists of the property adjacent to the Minnesota State Fairgrounds and is constrained by the Ramsey County Right-of-Way
2. **Term.** This Lease Agreement is for the following term, commencing on **September 1, 2019** and continuing through **the life of the trail facility.**
3. **Rent.** LESSOR and LESSEE deem this agreement mutually beneficial and does not involve any monetary exchange or payment for access to property. LESSEE will be responsible for any of the duties listed in Section 5.
4. **Duties of LESSOR.**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR will have no financial obligation for the installation and maintenance of the trail, bikeway or sidewalk constructed by LESSEE.
5. **Duties of LESSEE.**

- 5.1 LESSEE will be responsible for all expenses that are necessary for the installation and maintenance of the trail, bikeway or sidewalk contained within Falcon Heights.
 - 5.2 LESSEE shall furnish all materials, permits and services required for its use of the Leased Premises.
 - 5.3 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
6. **Liability.** Each Party to this Agreement is liable for its own acts or omissions and those of its officers, employees and agents. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, as applicable, and other applicable laws. Each Party warrants that it is able to comply with the aforementioned liability and insurance requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 as applicable and if insured through purchased policies, will maintain such coverages throughout the term of this Agreement.

This agreement shall not be construed as and does not constitute a waiver by either Party of any conditions, exclusions or limitations on the Party's liability provided by Minnesota Statutes, Chapter 466, or other applicable law. This clause will not be construed to bar any legal remedies that either Party may have for the failure of the other Party to fulfill its obligations under this Agreement.

7. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving one hundred and eighty (180) days prior written notice of termination to the other party.
8. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.
9. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts when taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be executed by its duly authorized officers.

CITY OF ST. PAUL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____
(Director of Public Works)

Approved as to form and execution:

By: _____
(Assistant City Attorney)

By: _____
(Mayor)

Date:


CITY OF FALCON HEIGHTS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, statutes, resolutions or ordinances.

By:  _____

Title: Mayor

Date: October 23, 2019

By:  _____

Title: City Administrator

Date: October 23, 2019