

AGREEMENT FOR THE LEASE OF A PARKING LOT

At

84 WATER STREET, SAINT PAUL MN. 55107

This lease Agreement is made and entered into this 24th day of April, 2013 between Alfred R. Sundberg, Jr. (hereinafter "Lessor") and the City of Saint Paul, Department of Parks and Recreation, (hereinafter "Lessee"),

WHEREAS, Lessor owns a parking lot at 84 West Water Street, Saint Paul, Minnesota,

WHEREAS, Lessee is in need of space for placement of vehicles and equipment.

Now, therefore, Lessor and Lessee in exchange for mutual covenants and other good and valuable consideration do hereby agree to the following terms and conditions:

- 1. Term and Termination.** This Agreement shall commence April 24, 2013 for a term of seven (7) months, and shall terminate on November 24, 2013. Parties may agree to extend the term of the lease by mutual consent if such an extension is needed by Lessee.
- 2. Access.** Lessee shall provide Lessor with access to the above described Lot at all times during the term of this Agreement. Lessee shall have exclusive use of the Lot during the term of this Agreement with the exception of a single trailer (Lessor Trailer) which Lessor may leave in the Lot until the middle of May and return to the lot from October 15, 2013 through the end of the lease term.
- 3. Rent.** Lessee shall pay to Lessor the amount of \$ 9,930 for the lease, demise and use of the above described Lot for the Term of this Agreement. Such rent shall become due and payable in full on the Commencement date of this Lease.
- 4. Improvements.** Lessee shall lease the Lot as is. Lessee shall be entitled to install temporary fencing around the lot during the term of the Lease. Lessee shall control access to the lot, and agrees that it will make entry available to Lessor as needed to access the Lessor Trailer.
- 5. Use of Premises.** The Lot may be used for a 14' by 66' office trailer and storage for vehicles and equipment owned by Lessee.
- 6. Assignment.** Lessee shall not have the right to assign or to sublet any right or interest created by this Agreement without first obtaining the written consent of the Lessor, who may not unreasonably withhold such consent. If such consent shall be obtained, Lessee shall remain

liable for the payment of rent and for the performance of all other terms and conditions contained herein.

7. Removal of Equipment, Furnishings and Improvements. Lessee shall have the right to remove all equipment, furnishings, improvements placed by Lessee upon the Lot at any time, including but not limited to the date of termination hereof. Lessee shall be responsible for cleaning up the Lot and restoring it to its original condition at the end of this Agreement.

8. Indemnity and Insurance. Each party is responsible for its own actions and liabilities as it relates to the property in question. Lessor shall keep in force property insurance on the property and any buildings or structures thereon, excluding those placed by Lessess. Lessee is responsible for securing any of its own property brought onto the premises and secured within the temporary fencing erected by Lessee during the course of the lease agreement. Lessee is responsible for insuring or self-insuring its property at the location in question. City will provide proof of its self-insurance for General Liability per Minnesota Statutes

9. Notice. Any notice required under this Agreement shall be deemed effective upon the date delivered if made by personal service and posting at a party's address as listed herein or upon the date of mailing if made by registered or certified United States mail, return receipt requested. The addresses of Lessor and Lessee for the payment of rent and for notice and any other provisions under this Agreement are as follows:

LESSOR: Alfred R. Sundberg, Jr.
c/o James Miller Investment Realty Company
One West Water Street, Suite #400
Saint Paul, Minnesota 55107

LESSEE: Kate Frye, CFM, Harriet Island Event Coordinator
City of Saint Paul, Department of Parks and Recreation
400 City Hall Annex, 25 West Fourth Street
Saint Paul, Minnesota 55102

10. Utilities. Lessee may connect to the electricity, sewer, and water utilities available to the Lot. All costs associated with the connection of the utilities, use of the utilities, and disconnection of the utilities shall be the responsibility of Lessee.

11. Signs. All signs are subject to the approval of Lessor.

12. Brokerage Fees. Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with the Agreement

13. Entirety. This Agreement contains all of the terms and conditions made between the parties hereto for the lease and demise of the above described Lot and may be modified only by a subsequent written agreement signed by both parties.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance the laws of the State of Minnesota.

WITNESS:

LESSOR: Alfred R. Sundberg, Jr.

LESSEE: City of Saint Paul
Department of Parks and Recreation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____