

Garden Lease
Address: 19 Como Avenue, Saint Paul, MN
3 Year lease

This Lease ("Lease") is executed this ____ day of ____, 2018 by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, having its office at 25 West Fourth Street, 1100 City Hall Annex, Saint Paul, MN 55102 (the "LESSOR") and Thomas-Dale/District 7 Planning Council, Inc. having its office at 685 Minnehaha Avenue W. St. Paul, MN (the "LESSEE").

In consideration of the premises and the mutual covenants and obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Leased Premises. The LESSOR, in consideration of the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the following described premises (the "Leased Premises"):

19 Como (PIN 31.29.22.24.0004) Except North 2 feet, Lot 15, Block 1, Dawson and Smith's Addition to the City of Saint Paul

2. Term of Lease. This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR or LESSEE as provided herein.

Commencing Date: April 1, 2018
Ending Date: March 31, 2021

3. Use of Premises. The premises shall be used and occupied by LESSEE for only the following purpose:

To establish a garden, and for related and compatible uses and for no other purpose without the prior written consent of LESSOR.

4. Basic Rent. No rent is required to be paid by LESSEE.
5. Ordinance Compliance. LESSEE must be in compliance with all applicable terms and conditions of Saint Paul Legislative Code section 65.771 (attached as Exhibit A), including but not limited to submission to the City's Department of Safety & Inspections, for its review, of (1) a soil test for lead content and (2) a site plan. LESSEE must further comply with all other applicable laws, ordinances, regulations and statutes in the use of the Leased Premises.
6. LESSEE's Insurance. LESSEE shall maintain during the term of this Lease and upon the Leased Premises certain insurance coverage which is described as follows:

LESSEE shall obtain and maintain property damage and personal injury insurance in amounts sufficient to protect against any claim for damage to property or injury or death to person as a result of any activities performed in connection with the Lease. The LESSOR and the City of Saint Paul shall be named as additional insurers on any such policy, which cannot be canceled without thirty (30) day notice to the LESSOR.

The LESSEE shall submit certificate(s) of insurance to LESSOR showing the following coverage:

- (A) Comprehensive General Liability Insurance: \$1,500,000 per occurrence, \$2,000,000 aggregate. General liability insurance must be written to include owner's contingent or protective liability coverage. The certificate must list the address of the Leased Premises. LESSOR and the City of Saint Paul must be named as additional-insured on the certificate.

(B) Worker's Compensation including Employe's Liability Insurance: As required by law.

7. **Indemnity, Waiver, Release.** The LESSEE agrees to indemnify, defend, save, and hold harmless the LESSOR and the City of Saint Paul and any of their agents, representatives, officers, officials, attorneys and employees from all claims, demands, actions or causes of action of whatever nature or character, whether or not such claims, demands, actions or causes of actions are based upon the acts or omissions (except willful misconduct and gross negligence of LESSOR or the City), arising out of or by reason of the Lease of the Leased Premises by the LESSOR to the LESSEE, or the use of condition of the Leased Premises, or as a result of the operations or business activities taking place on the Leased Premises. Subject to paragraph 8 hereof, it is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is" and is assuming all risk of harm and damage arising from entry upon and use of the Leased Premises.

The LESSEE releases, waives, discharges and covenants not to sue the LESSOR and the City of Saint Paul, and any of their agents, representatives, officers, officials, attorneys and employees (collectively the "Releasees") from all liability, claims, demands, losses and damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the Releasees arising from or related to the entry upon and use of the Leased Premises by the LESSEE and its customers, agents, invitees and employees.

8. **Right of Entry.** At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter upon the Leased Premises during reasonable business hours for the purpose of examining and inspecting the same.

9. **Testing for Hazardous Materials.** If the Leased Premises has not been previously gardened under the LESSOR's Garden Lease Guidelines, the LESSEE shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the LESSOR. If the Leased Premises has been previously used for commercial or industrial purposes, the LESSEE shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs). No use of the Leased Premises shall be made for growing produce or products for human consumption unless the soil meets all applicable standards, laws and regulations. Notwithstanding anything in this Lease or anything else to the contrary, neither the LESSOR nor the City warrants the condition of the Leased Premises with respect to the existence or non-existence of hazardous materials on the Leased Premises or the Leased Premises being fit for the intended use of or by the LESSEE.

10. **Damage Deposit.** A damage deposit of \$400.00 is payable at the time the lease is signed. If the Leased Premises is not maintained properly and in good condition, and free of garbage and debris, during the term of the Lease or if the Leased Premises is not cleaned up and any fixtures removed upon termination of the Lease, as determined by LESSOR, these funds may be used by LESSOR to clean up the Leased Premises and to return the Leased Premises to a condition that can be maintained in good condition. Upon termination of the Lease, and use of the damage deposit by LESSOR as permitted herein, any remaining damage deposit will be returned without interest to LESSEE. Provided that if the cost to cure any damage exceeds the damage deposit, then the LESSEE agrees to promptly pay the same or reimburse the LESSOR upon demand by LESSOR.

11. **Additional Provisions.** The LESSEE agrees to the following provisions:

- A. Soil shall not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property.
- B. The Leased Premises shall be kept free of trash and debris.

- C. Grass shall be cut both on lot and on adjacent boulevard on a regular basis, as necessary.
- D. Snow shall be removed from the public sidewalk as needed during the term of the Lease.
- E. Any fences, screening, lattice work, compost bins, etc. must be removed from the Leased Premised upon expiration of the Lease, unless prior written permission is obtained from LESSOR.
- F. The Leased Premises shall be cleaned of all plant materials upon expiration of the Lease.
- G. Composting of vegetable matter shall be allowed during the term of the Lease. Compost material must be vegetable matter from the garden itself or from Ramsey County composting sites. No other compost material is allowed. All compost must be secured in a bin.
- H. The LESSEE shall not cut down, cause damage to, or remove from the Leased Premises any bushes or trees without written consent of the LESSOR.
- I. The LESSEE is responsible for repair of any supporting walls or other existing fixtures now on the Leased Premises.
- J. All annual plants must be removed from the Leased Premises at the end of the growing season and Lease term.
- K. All temporary structures and furniture must be removed, including staking materials, tomato cages, garden adornments, signage, etc. at the end of the growing season and Lease term.
- L. Any use of pesticides or fertilizers requires compliance with all applicable laws, regulations and ordinances.

12. Termination of the Lease. The LESSOR or LESSEE reserves the right to terminate the Lease for any reason upon at least thirty (30) days written notice of the termination which must be outside of the growing season defined as the period from April 1 to October 31 of each year. Provided, that LESSOR may immediately terminate this Lease at any time of a year if LESSEE is in default under any provision of this Lease and such default is not cured within (5) days of notice by LESSOR. All notices to either party must be in writing and sent or delivered to the addresses stated in the first paragraph above and become effective upon mailing or personal delivery.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

HOUSING AND REDEVELOPMENT AUTHORITY OF
THE CITY OF SAINT PAUL,
MINNESOTA

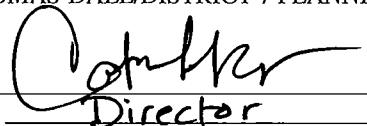
By: _____
Its Chair/Commissioner

Approved as to form:

Assistant City Attorney

LESSEE:

THOMAS-DALE/DISTRICT 7 PLANNING COUNCIL

By: 
Its Christopher