

LEASE AGREEMENT

DAVID BROWN SOCCER FIELD COMPLEX

THIS INDENTURE is made this 21 day of December, 2015, by and between the City of Pelican Rapids, Minnesota, a municipal corporation formed under the laws of the State of Minnesota, party of the first part, Lessor, and Independent School District No. 548, a public school district formed under the laws of the State of Minnesota, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants, hereinafter mentioned, do hereby demise, lease and let unto the said party of the second part, and the said party of the second part does hereby lease from the said party of the first part, the following described premises, situated within the City of Pelican Rapids, Otter Tail County, Minnesota:

The Soccer field complex commonly known as David Brown Soccer Field Complex, together with ingress and egress rights to and from said David Brown Field to a public roadway, said premises having an address of 302 SW 4th Ave, Pelican Rapids, Minnesota 56572 (hereinafter referred to as the "premises" or "David Brown Soccer Field Complex");

To have and to hold, the above rented premises unto the said Lessee, for and during the full term of 10 years from and after the date of this agreement, and the said Lessee agrees to pay as rent to said Lessor for the above mentioned premises the sum of Forty-Five Thousand and No/100 Dollars (\$45,000.00) receipt of which is hereby acknowledged. Lessor agrees that the payment stated above will be entirely used for the sole purpose of making improvements to the said David Brown Soccer Field Complex, and that said improvements include, but may not be limited to, the following: Dirtwork (costs estimated at \$15,000.00); irrigation (costs estimated at \$10,000.00); fertilizer/seed (costs estimated at \$5,000.00); fencing (costs estimated at \$15,000.00); the parties agree to cooperate with each other with regard to the said dirtwork, irrigation, fertilizer/seed and fencing in order to assure the improvements are met within the budget created by rental payment stated above; in the event the said dirtwork, irrigation, fertilizer/seed and fencing improvements referred to above does not cost the entire balance of said \$45,000.00, then the parties agree to work together to determine how any remaining balance of said \$45,000, after such improvements are made, shall be spent. At the end of the 10 year term stated above, Lessee shall continue to be able to utilize and use the premises for soccer related purposes with no further payments being required to be made by Lessee to Lessor.

Said \$45,000.00 referred to above, that is being paid by Lessee to Lessor, was received by Lessee as a donation from JENNIE O TURKEY STORE INCORPORATED, of Willmar, Minnesota for the purpose of benefiting the Lessee's extra-curricular soccer program, and the intention and goal of this agreement is to assure the integrity of said donation.

Use of Property. The said premises are to be used by Lessee for soccer related purposes only. Said parties covenant and agree that the Lessee shall and may peaceably and quietly have, hold and enjoy said premises for the term of this lease. However, the use of this property shall be non-exclusive and to be used in conjunction with the Lessor and with other persons or entities

that the Lessor permits to use the property, so long as such use by such other persons or entities does not interfere with Lessee's use of the premises.

No Assignment. Lessee agrees not to assign this Lease or sublet the property or any part thereof without the written consent of Lessor.

No Waste by Lessee. Lessee agrees to use the property in a careful manner and not to place any junk or any other undesirable material on the property, and shall commit no waste or damage to the property.

Insurance. Lessee agrees to obtain insurance applicable for Lessee with regard to the premises. Upon request, Lessee agrees to provide Lessor a copy of any applicable insurance policies providing insurance coverage for the subject premises. Each party agrees to save and protect, hold harmless, defend and indemnify the other for any and all claims, causes of actions and damages of any nature whatsoever arising from, allegedly arising from or related to the terms of this Agreement.

Lessor, for itself, its successors and assigns, shall indemnify and hold Lessee harmless from any and all damages, claims, demands, causes of action, suits, or liabilities of whatever nature arising out of any events, actions, use or activities, that take place on the premises, that occur during times that Lessee is not utilizing said premises for soccer related purposes. Similarly, Lessee, for itself, its successors and assigns, shall indemnify and hold Lessor harmless from any and all damages, claims, demands, causes of action, suits, or liabilities of whatever nature arising out of any events, actions, use or activities, that take place on the premises, that occur during times that Lessee is utilizing said premises for soccer related purposes or any other purposes allowable hereunder.

Maintenance. Lessor agrees to be responsible for the mowing and general upkeep of the premises, except for annual seeding and fertilizing, for the entire term of this agreement. Annual seeding and fertilizing will be performed by the Lessor with the costs for seed and fertilizer materials being shared by both parties at 50%. The materials and labor related to equipment and game prep to accommodate school related events will be the responsibility of the Lessee. The Lessor will provide one or two porta-potties, as necessary to accommodate everyday summertime activities in the area. The Lessee agrees to provide and cover the cost of any additional porta-potties needed to accommodate school related events. The Lessee agrees to remove any trash or debris generated as a result of a school related event.

Termination. This Agreement may only be terminated when the party who desires to terminate said Agreement provides written notice of any default to the non-terminating party, and the non-terminating party fails to cure such default within sixty (60) days from the date said non-terminating party receives such notice from the party desiring to terminate this said agreement.

REPRESENTATION OF PARTIES: The parties acknowledge and understand that Attorney Greg Larson of CLINE LARSON JENSEN P.A. is one of the City Attorneys for the Lessor, namely the City of Pelican Rapids. The parties, having discussed this agreement with each other, have agreed to allow Attorney Greg Larson of CLINE LARSON JENSEN P.A. to help them

implement the terms of the agreement that they have made. By signing this agreement, the parties are indicating that they have agreed to terms and conditions of this agreement, and also acknowledge that they understand the consequences of having said Attorney Greg Larson of CLINE LARSON JENSEN P.A. implement the terms of said agreement. In addition, by signing this agreement, the parties acknowledge that they have had an opportunity, prior to signing this agreement, to discuss with said Attorney Greg Larson of CLINE LARSON JENSEN P.A. each party's respective opportunity to obtain legal advice independent of said Attorney Greg Larson of CLINE LARSON JENSEN P.A.

WHEREFORE, the parties have signed this lease the day and year first above written.

CITY OF PELICAN RAPIDS, MINNESOTA

Donald J Solga
By: Donald J Solga
Its: City Administrator

INDEPENDENT SCHOOL DISTRICT NO. 548

By: _____
Its: _____