

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by the City of Grand Rapids, Minnesota, a municipal corporation of the State of Minnesota (hereinafter referred to as "Lessor"), and **VFW Post 1720** (hereinafter referred to as "Lessee").

WITNESSETH.

In consideration of the covenants and agreements hereinafter expressed, and of the faithful performance by Lessee of all such covenants and agreements, Lessor does hereby demise, lease and assign unto the Lessee the right to the use of a portion of the real property represented in attached Exhibit A, City of Grand Rapids, for purposes of placement of a Purple Heart Memorial.

Term. The term of this lease shall be for a period of ten (10) years from the date of execution hereof. The parties agree that this lease shall automatically renew for nine (9) successive ten (10) year terms under the same rate, terms and conditions unless otherwise terminated as hereinafter provided.

Rental. Lessee agrees to pay to Lessor, as rent for the demised premises, the sum of \$1 per year payable in the following manner: \$1 upon execution of this Agreement, and \$1 on the date of each subsequent renewal term.

Purpose. Lessee has represented to Lessor that it is leasing the premises for the sole purpose of exhibition and public viewing of the memorial and for no other purpose, and does therefore covenant and agree not to assign or sublet its interest under this lease.

Repairs/Maintenance. Lessee represents that Lessee has inspected and examined the statue and accepts it in its present condition, and agrees that Lessor shall not be required

to make improvements or repairs on the statue or any part thereof. Lessee agrees to make all repairs and improvements at Lessee's sole cost and expense and agrees to keep the statue in good order and free from all dangerous and defective conditions at all times during the term, and upon expiration or termination of this lease, Lessee will remove the statute at Lessee's expense, leaving the property in the same condition as at the commencement of the lease. Lessor agrees to maintain the grounds and surrounding area at its sole cost and expense.

Development. In the event Lessor determines that the property upon which the statue is located is needed for construction, development or other use during the term of the lease, Lessee agrees to remove the statue at its sole expense within thirty (30) days of receipt of written notice by Lessor

Site Condition. Lessee shall not engage in any construction, alteration, or ground-disturbing activities on the premises, or make any permanent improvements to the area surrounding the statute, unless such activities have been reviewed and approved by the Grand Rapids City Engineer

Liability Lessee agrees to hold the Lessor, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by Lessee or any of its agents, employees, officers, or independent contractors.

Compliance. Lessee will comply with all laws of the United States, State of Minnesota, and the City of Grand Rapids, and all rules and regulations of the police and fire department, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the

attention of said Lessee is called to any such violation on the part of Lessee or any person employed or admitted to said premises by Lessee, Lessee will immediately desist from and correct such violation.

Termination. Either party may terminate this lease at any time by serving written notice upon the other party at least 60 days in advance of the date named in the notice for such termination.

Notices. Notices shall be in writing and shall be mailed via first class mail to the following addresses.

Lessor:
City of Grand Rapids
Attn. City Administrator
420 North Pokegama Ave
Grand Rapids, MN
55744

Lessee:
VFW Post 1720
XXXXXX
Grand Rapids, MN 55744

IN WITNESS WHEREOF the parties have set their hand and seal this ___day of _____, 2024

LESSOR: City of Grand Rapids

LESSEE: VFW Post 1720

By: _____
Tasha Connelly, Mayor

By: _____
Name, Title

Attest: _____
Kim Johnson-Gibeau, City Clerk

Attest: _____
Name, Title

Proposed VFW Monument



- Future Monument
- Future walk ways
- Monument
- Walk way
- Grand Rapids Parcels

