

**Property Agreements Summary**  
**Lease Agreement**  
**Gateway Ramp**

**Terms and Conditions:**

The city is leasing a designated area to the Metropolitan Transit Area for the price of \$1.00. In addition, if the Metropolitan Transit Area wishes to sublease any its space it must pay at least \$5, 250 or 50% of the area subletting.

**Requirements of the City:**

The city is responsible for all utility costs.

**Scheduled Events:**

None

**Financial Requirements:**

None

**Rental price and schedule of payments:**

None

**Length of agreement:**

The agreement will last for 30 years ending March 31<sup>st</sup>, 2014.

**Agreement renewal options:**

None

**Contacts for the City of Minneapolis:**

General

**Contacts for other party:**

Unknown

LEASE AGREEMENT

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the City of Minneapolis, a municipal corporation, hereinafter Lessor, and the Metropolitan Transit Area, a public corporation and political subdivision of the State of Minnesota acting by and through its governing body, the Metropolitan Transit Commission, hereinafter Lessee,

## WITNESSETH THAT:

1. Lessor, for itself, its successors and assigns, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto Lessee, and Lessee does hereby hire and take from the Lessor, the following described premises situated in the County of Hennepin and State of Minnesota:

That part of the ground level of the Gateway Municipal Ramp and Bus Layover shown in Exhibit A, attached hereto and incorporated herein, said facility being located upon real property described as follows:

Block 48, Town of Minneapolis, except the northeasterly 10 feet thereof taken for widening of Washington Avenue, according to the map or plat thereof filed in the office of the Register of Deeds, Hennepin County, Minnesota.

2. Said Lease is for a term of thirty (30) years, commencing April 1, 1984.

3. Said leasehold premises are to be used by Lessee for purposes of a transit vehicle layover facility and for purposes reasonably related to the operation of paratransit or the operation of public transit system within the Metropolitan Transit Area, as those terms are defined in Minnesota Statutes 1978, Chapter 473, and amendments thereto.

4. As and for rental for the leasehold premises, Lessee shall pay to Lessor One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Lessor.

5. Lessee covenants that at the termination of this Lease, by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the leasehold premises to Lessor in as good a condition as when Lessee took possession, ordinary wear and damage by the elements accepted. Lessee retains the right to remove, without restoration of the leasehold premises, all alterations or fixtures attached thereto during the leasehold term.

6. Lessor shall, at its own cost and expense, maintain the leasehold premises and all improvements and facilities and landscaping upon the leasehold premises in a neat condition and a good state of maintenance and repairs required to keep the premises tenantable for the purposes hereof. Any damage to the leasehold premises caused by the Lessee, its assignee or subtenant and any of its or their employees, agents, or invitees shall be repaired at the cost and expense of the Lessee.

7. Lessor shall, at its own cost and expense, provide all sewer, water, electric, heat, air conditioning, lighting, trash removal, snow removal and other services reasonably required by Lessee and Lessor shall pay all charges for said utilities and other services so provided.

8. Lessor warrants and covenants that it is the owner of the demised premises, that it has good and marketable title to the demised premises free and clear of any encumbrances, that it has good right and authority to enter into this Lease, and that so long as Lessee is not in default hereunder, Lessor will defend the possession of Lessee against any claim and Lessee shall have, hold and enjoy the peaceful and uninterrupted possession of the premises.

9. Lessor shall pay, before penalty attaches thereto, all taxes and assessments upon the leasehold premises during the term hereof, or upon improvements or equipment on said leased premises provided, however, that Lessor may in good faith contest, by appropriate proceeding at Lessor's expense, any tax or assessment against the demised premises and Lessee's occupancy thereof.

10. During the term of this Lease, the Lessor shall maintain such insurance as required to protect the demised premises against fire and windstorm loss or damage in an amount equal to their current fair market value and the Lessee shall maintain such insurance as required to protect all of the contents which the Lessee may at any time have on the demised premises in an amount equal to their current fair market value. Either or both of the parties may provide such insurance by self-insurance, wherein said parties agree to assume the same obligations as if said party were insured by a third party in accordance with the foregoing insurance requirements.

11. From the first day of the leased term and continuously throughout the remainder of the term, Lessor shall indemnify and save Lessee harmless from liability or claim of liability for injury to person or property occurring because of negligent act or omission of Lessor, its assignee or subtenant and any of its or their employees, agents or invitees on or about the demised premises.

12. From the first day of the leased term and continuously throughout the remainder of the term, Lessee shall indemnify and save Lessor harmless from liability or claim of liability for injury to person or property occurring because of negligent act or omission of Lessee, its assignee or subtenant and any of its or their employees, agents or invitees on or about the demised premises.

13. In the event Lessee defaults in the performance of any of the terms or conditions contained in this Lease to be performed by Lessee and such default is not remedied within thirty (30) days after Lessor gives written notice thereof to Lessee (or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to require more than thirty (30) days to cure), then Lessor may resume occupancy of the leased premises without thereby terminating the Lease or may terminate

the Lease and Lessor shall have all further remedies by way of action for unlawful detainer, ejectment or injunction as by law given to Lessor in the event of default by Lessee. Waiver by Lessor or Lessee of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. As to the demised premises, and as to the whole of the real property described above within which the demised premises are located, and as to this Lease, Lessor and Lessee covenant and agree with each other to refrain from exercising any power of eminent domain, or similar power, which either party may possess without the prior written consent of the other party hereto. The provisions of this paragraph shall not be construed to inure to the benefit of any person, firm or corporation not a party to this Lease.

15. In the event the leasehold premises are damaged or destroyed by fire, windstorm, flood, civil disorder or other cause, Lessor shall, at its own cost and expense, repair, restore and rebuild the leasehold premises within a reasonable time after such damage or destruction, or provide an alternative, reasonably equivalent layover facility to the Lessee for the remainder of the lease term.

16. The improvements and facilities existing in or upon the Leasehold Premises on the date of this Lease have been provided in accordance with the final plans and specifications as prepared by Lessor's architect in cooperation with the Lessee. Said improvements and facilities are hereby accepted and shall be considered to be a part of the Leasehold Premises. Any additional transit-related improvements or deletions to the Leasehold Premises after the effective date of this Lease shall be made only upon the agreement of the parties hereto.

17. Lessee shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of the Lessor provided, however, that this prohibition shall not preclude assignment by operation of law.

18. This Agreement is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year above first written.

METROPOLITAN TRANSIT COMMISSION

By: *Sam B. [Signature]*  
Its Chief Administrator

and By: *William J. Zurait*  
Its General Counsel

Lease Terms Reviewed By:  
*Robert Pearson*  
Its Contracting Officer

CITY OF MINNEAPOLIS

By: *[Signature]*  
Its Mayor

Attest: *Lyle O. Lund*  
Its City Clerk  
Assistant

Countersigned: *Melvin [Signature]*  
Finance Officer

APPROVED AS TO LEGALITY

DATE *4/20/84*  
*Larry F. Cooperman*  
ASST. CITY ATTORNEY