

LEASE

This lease agreement is made on ~~October~~ ^{November} 2, 2022 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as "City" and PROCON MANAGEMENT, INC., a Corporation, hereinafter referred to as "Procon".

1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which Procon will lease from the City thirteen (13) parking spaces northeast of their property addressed as 208 N Pine Street, the location of which is shown on Exhibit "A", attached hereto and made a part hereof by reference.

2. TERM OF LEASE. This lease shall run for a term of two (2) years commencing on October 1, 2023. This lease shall be automatically renewable for up to two (2) additional two (2) year terms unless Procon notifies the City in writing prior to the end of the then current term of its intention not to renew this lease for an additional term.

3. CONSIDERATION. In consideration of this lease Procon agrees to pay to the City as rentals for the thirteen (13) parking spaces Three Thousand Nine Hundred Dollars (\$3,900.00) per year or Three Hundred Dollars (\$300.00) per stall per year. This rental shall be due and payable to the city of Grand Island in annual installments on or before January 1 of the current year. Any partial year rental will be pro-rated.

4. SIGNS AND MARKINGS. The City will supply and install sign posts. Procon shall supply the signs and name placard (maximum size of 12" x 18") indicating that the aforementioned parking spaces are leased for private parking, and shall be responsible for any damage, theft, etc. of such signs. The signs will indicate that the aforementioned parking spaces are for use by the Nebraska Department of Health and Human Services parking and that violators will be towed at owner's expense.

5. ENFORCEMENT. Procon shall be responsible for enforcing that parking is only for use specified in Section 4. Procon shall be responsible for calling tow companies for parking violations. Procon shall not call Grand Island Police Department for enforcement.

6. NOTICES. All notices in connection with this lease shall be sent to the following addresses by first class mail, postage prepaid:

City of Grand Island
Public Works Administration
P.O. Box 1968
Grand Island, NE 68802

Procon Management, Inc.
1319 W North Front Street
Grand Island, NE 68801

7. CHOICE OF LAWS. This agreement shall be construed in accordance with the laws of the State of Nebraska.

8. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the parties hereto, notwithstanding any other written or oral agreements to the contrary. This lease may be amended only in writing, duly approved and executed by both parties.

PROCON MANAGEMENT, INC.
a Nebraska Corporation

By *Russ Hesenbagen*

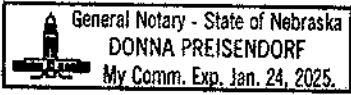
Date 10/18/22

Title MEMBER Sec/Treas

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing document was executed before me on October 18, 2022 by Russ Hesenbagen, Sec/Treas of PROCON MANAGEMENT, INC., on behalf of said corporation.

Donna Preisendorf
Notary Public



CITY OF GRAND ISLAND, NEBRASKA

By Roger S. Steele
Roger Steele, Mayor

Date 11/9/2022

Attest: RaNae Edwards
City Clerk

The contract is in due form according to law and hereby approved.

Stacy R. Donhof
Attorney for the City

Date 11/3/22