

LEASE

This lease agreement is made on March 14, 2023 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereafter referred to as "City" and RAILSIDE DISTRICT, hereinafter referred to as "RAILSIDE".

1. STATEMENT OF PURPOSE. The purpose of this agreement is to set forth the terms and conditions under which RAILSIDE will lease from the City one (1) parking space in the northeast corner of the parking lot at South Front Street and Walnut 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 one (1) year commencing on March 15, 2023. This lease shall be automatically renewable for up to two (2) additional one (1) year terms unless RAILSIDE 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 RAILSIDE agrees to pay to the City as rentals for the one (1) parking space Three Hundred Dollars (\$300.00) 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 March 15th of the current year. Any partial year rental will be pro-rated.

4. USE OF STALL. RAILSIDE shall place a twenty (20) foot container in the aforementioned parking space(s) leased for storage. RAILSIDE shall be responsible for any damage, theft, etc. of such container. The container will be solely for use by RAILSIDE for storage.

5. ENFORCEMENT. RAILSIDE shall be responsible for enforcing that the aforementioned stall is only for use specified in Section 4. RAILSIDE shall not call the Public Works Department for enforcement or investigation of any crime committed against the container.

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

Railside District
201 W 3rd Street, Suite 2
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.

RAILSIDE DISTRICT

By [Signature]

Date 3/6/23

Title Vice President

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

The foregoing document was executed before me on March 6 2023
2023 by Amos Anson, Vice President of
RAILSIDE DISTRICT, on behalf of said corporation.



[Signature]
Notary Public

CITY OF GRAND ISLAND, NEBRASKA

By Roger H. Steele
Roger Steele, Mayor

Date 3-14-2023

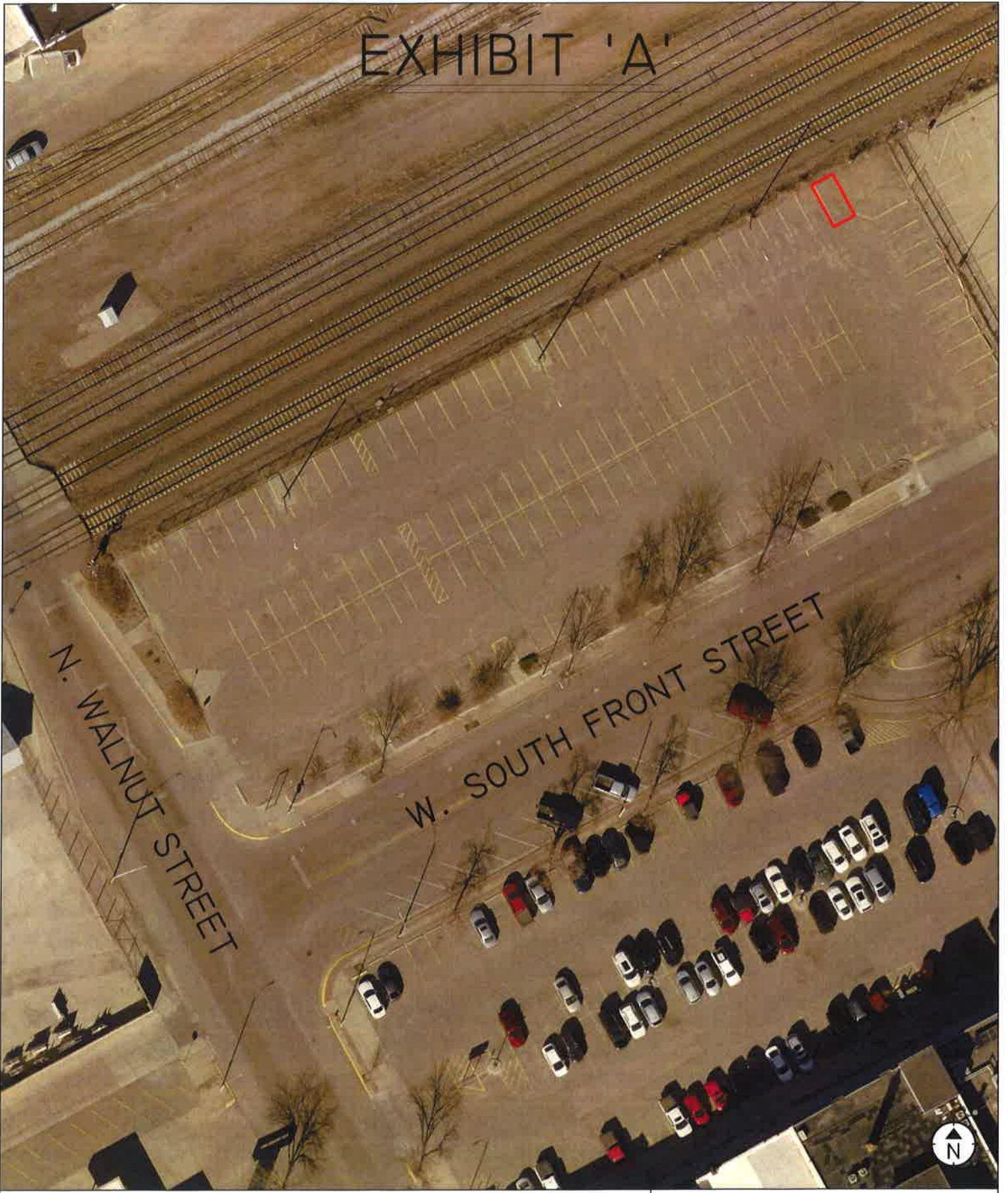
Attest: Jill Groner, Deputy
City Clerk

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

Stacy R. Warkof
Attorney for the City

Date 3/13/23

EXHIBIT 'A'



PARKING LEASE AGREEMENT

RAILSIDE DISTRICT
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT