

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between PVC LEASING, L.L.C., a Nebraska limited liability company, hereinafter referred to as “Lessor”; and CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as “Lessee.”

WITNESSETH:

1. **Storage Area.** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, upon the terms and conditions set forth herein, the east half of the building (located at 1024 South Adams Street, Grand Island, Nebraska 68801) depicted in the attached Exhibit “A”, which Exhibit “A” is incorporated herein and made a part hereof by this reference, (“Storage Area”).

2. **Term.** Lessor agrees to rent to Lessee the Storage Area for an initial term commencing on March 15, 2024 and ending on March 14, 2025.

3. **Rent.** Lessee shall pay to Lessor rent in the total amount of Twenty-Seven Thousand and No/100 Dollars (\$27,000.00) per year, with Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) due and payable by Lessee to Lessor on March 15, 2024 and Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) due and payable on September 15, 2024.

In the event that the rent is not paid when due, Lessee shall pay Lessor a late charge equal to five percent (5%) of the delinquent rent, plus interest on any such delinquent base rent from the due date thereof until payment at the rate of sixteen percent (16%) per annum. In addition, in the event a check for any base rent due hereunder is returned by Lessor’s bank unpaid, a returned check charge equal to the amount charged by Lessor’s bank to Lessor as a result of such returned check shall be paid immediately by Lessee to Lessor.

4. **Utilities.** Lessee shall pay for all gas, electricity, water, sewer, and other utilities consumed in connection with the use of the Storage Area during the term of the Lease Agreement.

5. **Use of Storage Area.** Lessee will use the Storage Area for the sole purpose of storing park equipment and horticultural supplies and equipment. Lessee shall not use the Storage Area for any other purpose without the written consent of Lessor.

6. **Risk of Loss to Lessee’s Property.** All property of every kind and nature belonging to Lessee which may be stored in the Storage Area shall be at the sole risk and responsibility of Lessee. Lessor shall not be liable for theft, misappropriation, or loss thereof or for any damage thereto, whether caused by fire, electricity, sewage, gas odors, water, rain, ice, snow, or any other cause, unless intentionally caused by Lessor. Lessee shall be responsible, at Lessee's sole cost and expense, to obtain any insurance Lessee desires to obtain to provide coverage for all personal property to be stored in the Storage Area.

7. **Condition of Storage Area.** The parties agree that the Storage Area is being leased upon an "as is" condition and based upon Lessee's inspection of the same and not upon any representations or warranties by Lessor.

Lessee shall maintain the Storage Area in its current condition, reasonable wear and tear excepted, throughout the lease term and at the termination of this Lease Agreement, Lessee will deliver the Storage Area in as good a condition as the same is taken by Lessee or placed by Lessee or Lessor during the lease term, reasonable wear and tear excepted.

8. **Release of Lessor's Liability, Indemnification, and Insurance.** LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO LESSEE OR ANY OTHER PERSON(S) OCCURRING IN OR ON THE STORAGE AREA, THE BUILDING THAT THE STORAGE AREA IS A PART OF OR THE REAL ESTATE THAT THE BUILDING THAT THE STORAGE AREA IS A PART OF IS LOCATED ON. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO ANY PROPERTY OCCURRING IN OR ON THE STORAGE AREA, THE BUILDING THAT THE STORAGE AREA IS A PART OF OR THE REAL ESTATE THAT THE BUILDING THAT THE STORAGE AREA IS A PART OF IS LOCATED ON. LESSEE AGREES TO HOLD LESSOR HARMLESS OF AND FROM ANY AND ALL CLAIMS FOR ANY DAMAGE OR INJURY REFERRED TO HEREIN, REGARDLESS OF HOW CAUSED UNLESS INTENTIONALLY CAUSED BY LESSOR.

Lessee agrees, at all times while this Lease Agreement is in effect, to carry liability insurance at Lessee's expense a policy of public liability insurance of not less than One Million and No/100 Dollars (\$1,000,000.00) (single limit policy). Lessor shall be named as an additional insured upon said policy and shall be furnished with a duplicate of the policy. Lessee further agrees to file a certificate of insurance with Lessor evidencing that such insurance has been renewed from time to time, and that the same will not be cancelled without at least thirty (30) days' notice to Lessor.

9. **Default.** Upon Lessee's default of any of the provisions of this Lease Agreement, Lessor shall be entitled to enforce all legal or equitable remedies to which Lessor may be entitled to.

10. **Total Destruction of Storage Area by Casualty.** It is mutually covenanted and agreed that if, during the term of this Lease Agreement, the Storage Area is damaged by fire or other casualty to such an extent as to render the Storage Area wholly unfit for occupancy, or if the Storage Area is so seriously damaged by fire or other casualty that it shall be impractical or uneconomical to rebuild the Storage Area, then, and in that event, either Lessee or Lessor may cancel this Lease by giving notice in writing to the other party by certified mail, such notice to be sent no later than thirty (30) days after the damage to the Storage Area shall have occurred, whereupon the giving of said notice to the other party, this Lease shall terminate and all rights and obligations of Lessor and Lessee hereunder shall cease.



11. **Partial Destruction of Storage Area by Casualty.** In the event that the Storage Area should be partially damaged by fire or other casualty, but not to such an extent as to make it impractical or uneconomical to completely rebuild or reconstruct, then and in that event, it shall be the duty of Lessor, within a reasonable amount of time, to commence the work of rebuilding the Storage Area to a condition substantially similar to the condition of the Storage Area just prior to its destruction by fire or other casualty; provided however, such work of rebuilding the Storage Area shall be done at the expense of Lessor to the extent of Lessor's insurance coverage. Throughout the period during which the Storage Area is wholly or partially untenable by reason of fire or other casualty, there shall be an abatement of rent in proportion to the portion of the Storage Area rendered untenable for the purpose of Lessee's business during the period of time from the date of casualty until the work of rebuilding the Storage Area is complete, and provided further, that in the event of damage to the Storage Area by fire and other casualty, any portion of rent is paid in advance by Lessee to Lessor, and not earned by reason of Lessee's occupancy, shall be refunded to Lessee by Lessor immediately upon the happening of any fire or other casualty which shall prevent Lessee from using the Storage Area in the conduct of Lessee's business. If such a casualty occurs in the last six (6) months of the term, either party may cancel this Lease unless Lessee agrees to extend the term.

12. **Condemnation.** This Lease Agreement shall terminate if during the term hereof: (1) the title to all or substantially all of the Storage Area shall be taken by condemnation; (2) if the Storage Area shall be deprived of adequate ingress or egress to or from all public streets, highways or alleys abutting the Storage Area; or (3) if a part only of the Storage Area shall be so condemned and Lessee cannot reasonably, efficiently and economically utilize the remainder of the Storage Area at the time of any such taking. If, during the term of this Lease, title to less than the whole or substantially all of the Storage Area shall be taken in any condemnation proceeding and Lessee can reasonably, efficiently and economically utilize the remainder of the Storage Area at the time of such taking, then: (a) this Lease shall terminate as to the part so taken; and (b) the rent payable hereunder shall be adjusted so that Lessee be required to pay for the remainder of the term only such portion of such rent as the value of any part remaining after the condemnation bears to the value of the entire Storage Area at the date of vesting of title in the condemner.

13. **Alterations Required by Law.** In the event that any governmental organization, bureau or agency through laws, ordinances, regulations, codes or other enactments or directives shall require changes, alterations, improvements or repairs to the Storage Area which require the expenditure of additional sums of money, such changes, alterations, improvements or repairs shall be accomplished entirely at the expense of Lessee except in the case where such repairs would be structural in nature.

14. **Assignment and Subletting.** Lessee may not assign or sublease the Storage Area to any person, corporation or other business entity without the prior written consent of Lessor.

15. **Notification and Place of Payment.** Unless otherwise directed in writing by Lessor, Lessor's address for purposes of the payment of rent and any notification under the terms of this Lease Agreement shall be Lessor's address at 1015 E. Oklahoma St., Grand Island, NE 68801. Likewise, unless otherwise directed in writing by Lessee, Lessee's address for the purpose of any notification under the terms of this Lease Agreement shall be Lessee's address at P.O. Box 1968, Grand Island, NE 68802.

16. **Entire Understanding.** This Lease Agreement contains the entire understanding and agreement among the parties hereto. It replaces all previous lease agreements, discussions, negotiations, representations, statements and promises of the parties (and/or their predecessors) regarding the subject matter of this Lease Agreement.

17. **Modification.** The parties hereto agree that no change or modification shall be made to the Lease Agreement except in writing signed by the parties hereto setting forth the terms of the agreed modification.

18. **Binding Effect.** The parties hereto agree that all terms, covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the dates noted hereinbelow.

PVC Leasing, L.L.C., a Nebraska limited liability company

Dated: 3/4/2024

By: Barry W. Niedfelt  
Barry W. Niedfelt, Member

“Lessor”

CITY OF GRAND ISLAND, NEBRASKA  
a Municipal Corporation

Dated: 3-13-2024

By: Roger G. Steele  
Roger G. Steele, Mayor

Attest: Bill Granere  
Bill Granere City Clerk

“Lessee”

5133-8/1062667

Approved:  
Kari Lisk  
City Attorney



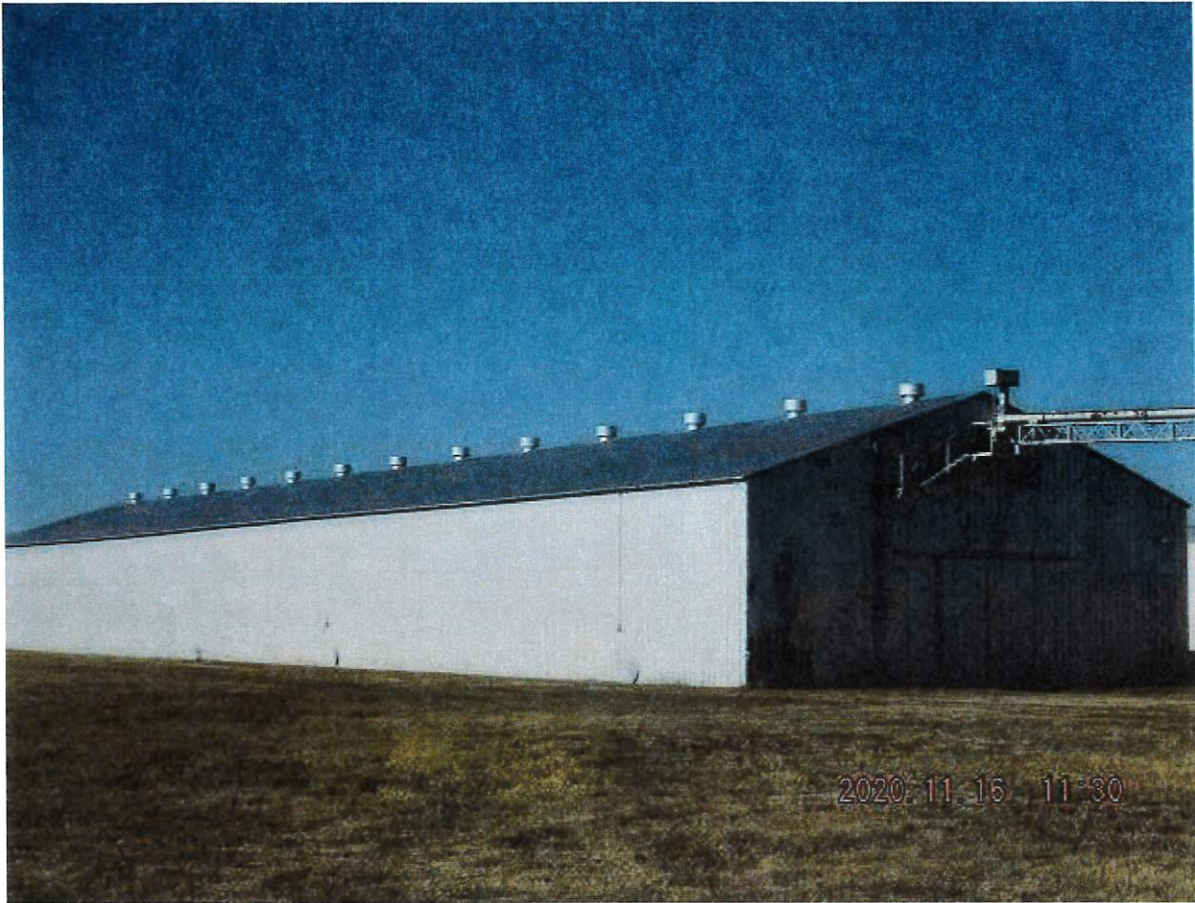


EXHIBIT "A"