

Five Year Garden Lease

This Lease, made and entered into as of December 14, 2011, by and between LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (LRA), 1520 Market St. Suite 2000, St. Louis, MO 63103, hereinafter referred to as the "Lessor", and

Lessee's Name
Lessee's Address
Lessee's Phone #

hereinafter referred to as "Lessee".

WITNESSETH: That the Lessor hereby leases to the Lessee and the Lessee accepts, upon the terms, stipulations and conditions set forth herein, the following unimproved parcel or parcels of real property in the City of St. Louis, Missouri (hereinafter the "Leased Premises"), to wit:

LRA Vacant Lot Address Parcel ID: Ward: Lot Size:

AND WHEREAS, Lessee shall comply with the following terms and conditions:

TERMS AND CONDITIONS

- 1) The term of this Lease shall be for a period of five (5) years beginning on the **14th** day of **December, 2011** and terminating on the **14th** day of **December, 2016** at a five year rental of Five Dollars (\$5.00), payable in advance upon the execution of this Lease. Receipt of the aforesaid amount is hereby acknowledged by Lessor.
 - (a) Lessee shall maintain the Leased premises during the term of the Lease, in a safe, secured condition, free from all trash, litter, weeds, tall grass, and shall comply fully with all codes and ordinances of the City of St. Louis applicable to the Leased Premises during the term of this Lease;
 - (b) The Leased Premises shall be used only as garden or green space and for no other use. Lessee further agrees that no playground equipment, obstacle courses, ballfields or any other structures or apparatus will be installed in or upon any part of the Leased Premises without the prior express written consent of the Lessor;
 - (c) Lessee shall define their planting area through the use of temporary fencing, railroad ties, landscape timber, or Lessee may install a permanent fence, if a permit is obtained from the City. Under no circumstances will Lessee be reimbursed for a fence or any other improvements made to the property;
 - (d) The Leased Premises cannot be used for parking of cars, trucks or equipment of any kind;
 - (e) No barricades or buildings of any type are to be installed or erected or constructed in or upon the Leased Premises without the prior express written consent of Lessor;
 - (f) The Leased Premises shall not be used for the sale of goods or produce, the location of fund raisers, revivals, rallies, or any other event;
 - (g) Lessee shall not sublet the Leased Premises without written consent of LRA;
 - (h) The Leased Agreement shall not be assigned or transferred without prior written consent of LRA;
 - (i) Lessee shall assume full responsibility for the condition of the Leased Premises upon execution of this Lease;
 - (j) Lessee shall hold the Lessor, St. Louis Development Corporation, its constituent agencies, employees, and agents, and the City of St. Louis, its employees and agents, harmless from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, which arise out of or are in any manner related to Lessee's use, possession, or lease of the Leased Premises. Lessee further agrees to indemnify and defend St. Louis Development Corporation, its constituent employees and agents, and the City of St. Louis, its employees and agents, from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, arising out of this Lease or as a result of the Lessee's possession, maintenance, control, or use of the Leased Premises or from any cause whatsoever involving said Leased Premises;

- (l) All rentals or payments made pursuant to this Lease shall be paid to the Lessor at its office, 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101, or its duly authorized agent or agents if so directed in writing by Lessor;
 - (m) Lessee shall permit Lessor or Lessor's employees and authorized agents to enter the Leased Premises at any time for purposes of inspection thereof; and
 - (n) In the event of Lessee's default in the performance or observation of any of the terms, stipulations, or conditions of this Lease and, if after (10) days' written notice setting forth said default such default shall continue by the Lessee, Lessor shall have the right to re-enter and take possession of the Leased Premises whereupon all rights and interests of the Lessee shall cease and terminate, and any payments made under this Lease shall be forfeited by Lessee and retained by Lessor.
- 2) Lessor reserves the right to cancel this Lease at any time, with or without cause, upon (30) days' written notice to the Lessee.
 - 3) Lessor expressly denies and disclaims any warranty of the fitness of the Leased Premises for the particular purpose to which the Lessee, its successors, or assigns intend to put the Leased Premises, Lessor further disclaims any warranty or representation pertaining to the environmental condition and fitness of the Leased Premises.
 - 4) A waiver of a breach or right or any covenants, stipulations, or condition herein by Lessor shall not constitute a continuing waiver or abridge any of Lessor's rights as stated herein or statutorily conveyed.
 - 5) Upon termination of this Lease by limitation or otherwise, Lessee shall quit and deliver up possession of the Leased Premises to the Lessor in as good condition as when received by the Lessee, ordinary wear and tear excepted, and free from all trash, litter, debris, tall grass, and apparatus. All improvements of any type made to or erected upon the Leased Premises shall, upon termination of the Lease, remain on the Leased Premises without compensation to the Lessee provided, however, that the Lessor shall have the option to require the Lessee to remove such improvements and to repair any damages resulting there from at Lessee's cost.
- 6) This Lease shall insure to the benefit of the successors and assigns of the parties hereto.
 - 7) All notices which may be given pursuant to the terms of this Lease shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed as follows:

If to Lessor:

Land Reutilization Authority of the City of St. Louis City
1520 Market, Suite 2000
St. Louis, Missouri 63103
Attention: Wyvonia Warfield, Maintenance Coordinator

If to Lessee:

Lessee's Name
Lessee's Address
Lessee's Phone #

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LAND REUTILIZATION AUTHORITY
OF THE CITY OF ST. LOUIS

Laura Costello, Director
Lessor

Lessee