

LEASE AGREEMENT

AMENDMENT TWO

This Amendment Two is entered into by and between the **City of Ramsey** and **Pro Power Sports & Marine, Inc.**, and amends the Lease Agreement between the parties dated March 1, 2013, and Amendment One dated January 28, 2015.

Recitals

1. Tenant operates a business on property located at 6781 Highway 10 in Ramsey. Pursuant to the Lease and Amendment One, Tenant rents a portion of the City's adjacent property directly to the west of Tenant's business (PID 34-32-25-21-0103).
2. The City also owns the adjacent parcel directly to the east of Tenant's business with the address of 6745 Highway 10 and legally described as Lot 2, Block 1, Deal Industrial Park (PID 34-32-25-12-0008) ("Subject Property").
3. Tenant wishes to utilize a portion of the Subject Property for storage of merchandise.
4. The City is willing to lease a portion of the Subject Property to Tenant provided Tenant erects a fence separating the leased area from the remainder of the Subject Property.

Agreement

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement.
2. Term. This Amendment Two is effective upon execution by both parties and shall remain in effect through February 28, 2016.
3. Leased Area. The portion of the Subject Property leased pursuant to this Amendment Two is a 38' x 139' area in the northwest corner of the Subject Property ("Leased Area"). The intent is to lease the rectangular area between the Subject Property's west property line and the outside western wall of the existing building on the Subject Property, and from the rear property line of the Subject Property southwest 139' towards the front of the Subject Property. See the attached Exhibit 1.
4. New Fence. Tenant shall, at its sole cost, erect a chain link fence separating the Leased Area from the remainder of the Subject Property. Tenant shall obtain a

permit for the fence from the City, if required. The fence shall begin on the rear property line at a point 38' from the northwest corner of the Subject Property, then run south/southwest parallel to the property line 58' to the northwest outside corner of the building on the Subject Property. The fence may abut, but shall not touch or be attached to, the building on the Subject Property. Tenant shall be solely responsible for maintaining the fence.

5. Existing Fence. Tenant erected a chain link fence from the southwest outside corner of the existing building on the Subject Property south and then westward to Tenant's building. See Exhibit 1. By this Amendment Two, City ratifies Tenant's erection of that fence and allows Tenant to continue utilizing it. Tenant shall continue to be solely responsible for maintaining the existing fence.
6. Fence Removal. Upon termination of the Lease and any amendment thereto, Tenant shall, within 30 days, remove the new and existing fences including footings, fill any remaining holes and patch the holes with asphalt, unless the City states in writing that the fences may remain. If the fences remain, they become the sole property of the City to the extent the fences are installed on the Subject Property.
7. Existing Terms. Except as expressly amended in this Amendment Two, all terms, conditions and covenants of the Lease, as Amended by Amendment One, are hereby ratified and shall continue in full force and effect, and shall apply to the Leased Area, as defined above.


LANDLORD

TENANT

CITY OF RAMSEY

PRO POWER SPORTS & MARINE, INC.

By: 
Sarah Strommen, Mayor

By: 
Its President

By: 
Kurtis G. Ulrich
City Administrator

Dated: 06/23/2015

Dated: 6-17-15

Exhibit 1

