

AGREEMENT FOR PARKING AND SHELTER

This Agreement for Parking and Shelter (“Agreement”) on the date of the last signature below, by and between Lincoln Elementary School, a Minnesota Public School (“School”), and Angie’s Investments LLC, a Minnesota limited liability company (“Angie’s”), collectively referred to as the Parties, desire to enter into an agreement to allow Angie’s to share up to fifteen (15) stalls of School’s parking lot and for the School to have an additional emergency evacuation shelter.

WHEREAS, School owns real property located at 510 Lincoln Ave NW, Faribault, MN 55021 (“Parcel A”);

WHEREAS, Parcel A has a parking lot on its East side which borders Lincoln Ave NW;

WHEREAS, Angie’s is the owner of real property located at 1132 6th St NW, Faribault, MN 55021 (“Parcel B”); and

WHEREAS, School and Angie’s wish to enter into an agreement which would allow Angie’s to use up to 15 parking stalls of the parking lot on Parcel A in exchange for the School being able to use Parcel B as an emergency evacuation location.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **Parking Stalls.** Angie’s shall be allowed to use up to, but no more, than 15 parking stalls of the parking lot on Parcel A, for its staff and customers. The School shall not be responsible for ensuring there are 15 parking stalls available for use by Angie’s, and its sole obligation is to allow up to 15 available parking stalls to be used by Angie’s.

2. **Handicap Curbing.** If handicap access is required for Angie’s, from Parcel A to Parcel B, Angie’s shall be solely liable for the cost and expenses in installing handicap curbing and any ramps necessary. The School shall cooperate with Angie’s as necessary to allow the modifications to Parcel A for the installation of any features necessary to provide handicap access under the American with Disabilities Act and Minnesota state laws and regulations.

3. **Emergency Evacuation Shelter.** In exchange for the right to use up to 15 parking stalls on Parcel A, Angie’s shall allow the School the use of Parcel B for use as an emergency evacuation site for the employees, agents, and children that attend the School.

4. **Indemnification.** The Parties agree to indemnify and hold harmless the other as follows:

- a. **Angie's Indemnification.** Angie's shall indemnify and hold the School harmless from any claims, damages, losses, expenses, costs, penalties, fines and attorneys' fees arising from the use of Parcel A by Angie, and it's employees, agents, licensees, customers, clients, contractors, representatives, or any other person for the purpose of conducting business with Angie's.
- b. **School's Indemnification.** The School shall indemnify and hold Angie's harmless from any claims, damages, losses, expenses, costs, penalties, fines and attorneys' fees arising from the use of Parcel B by the School, its employees, agents, licensees, customers, clients, contractors, representatives, students, or any other person that the School directs to use Parcel B as an emergency evacuation site.

5. **Termination of Agreement.** This Agreement shall terminate upon the sale, assignment, or transfer of Parcel B by Angie's, with the termination being effective from the date that Angie's transfers legal title of Parcel B to the purchaser, assignee, or transferee. This Agreement may also be terminated upon mutual agreement of the Parties.

6. **No Contra Proferentem.** It is understood and agreed that the Agreement shall not be construed to have been drafted, authored or written by any specific party or their counsel. Rather it is to be construed as an Agreement co-drafted, co-authored and/or co-written by the parties hereto. Therefore, the Agreement is not to be construed against any party hereto on the claim or basis that it was drafted, written or authored by a specific party.

7. **Entire Agreement.** This Agreement constitutes the sole and exclusive agreement between the School and Angie's. This Agreement is a final and complete integration of all agreements between the parties hereto. No modifications or revisions to this Agreement shall be valid unless expressly agreed to in writing by the School and Angie's.

8. **Severability.** The terms and provisions of this Agreement shall be deemed separable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision shall be deemed deleted or modified to maintain the remainder of this Agreement as valid and enforceable to the full extent permitted by applicable law.

9. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be considered an original Agreement.

[SPACE INTENTIONALLY LEFT BLANK]

SCHOOL

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

ANGIE'S

Date: _____

By: _____

Angie Wilson, President