

PARKING LOT RESURFACING AGREEMENT

COMES NOW, the City of Long Prairie (hereinafter "City"), and Independent School District 2753 (hereinafter "School") (collectively hereinafter "Parties") and enter into the following agreement effective this 12th day of February, 2025.

RECITALS

1. City is the owner of Lot 13 of the Auditor's Plat of the unplatted portion of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 129, Range 33, and Outlot A, Timmers Addition.
2. School is the owner of Lot 12, less and except that portion of Lot 12, which is now Minnesota State Highway 287 of the Auditor's Plat of the unplatted portion of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 20, Township 129, Range 33.
3. Portions of the above-described property includes an asphalt paved parking lot with driveways (hereinafter "Parking Lot").
4. The School is desirous of repaving the parking lot and driveways, including those portions owned by the City (hereinafter "Repaving Project").
5. The Parties wish to enter into an agreement with regard to this Repaving Project.

AGREEMENT

The Parties hereby agree as follows:

1. The School shall repave, with asphalt, the currently paved portion of the Parking Lot.
2. The School shall be solely responsible for payment of the Repaving Project, including that portion of the Repaving Project located on City-owned property.

3. The School shall promptly pay all invoices related to the Repaving Project and shall not allow any mechanic's liens to accrue on the City-owned property.

4. The School shall indemnify and hold harmless the City from any damage or causes of actions that may accrue as the result of the Repaving Project or the School's activities on the City-owned property.

5. The City shall permit access to the City-owned property to the School and its contractors for the limited purpose of the Repaving Project.

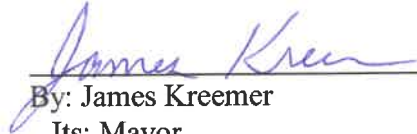
6. The School shall conduct the Repaving Project so as not to interfere with the work being performed by the State of Minnesota on Minnesota Highway 287 during the 2025 construction season.


7. The School shall be responsible for ongoing maintenance of the Parking Lot at its sole cost and expense.

8. This Agreement may be executed in two or more counterparts, either electronically or written, each of which shall be deemed to be an original but all of which shall constitute but one instrument.

[Signature Page to Follow]

CITY OF LONG PRAIRIE:


By: James Kreemer
Its: Mayor


By: Candace Bruder
Its: City Administrator

INDEPENDENT SCHOOL DISTRICT 2753:

By: Linda Gohman
Its: Board Chair

By: _____
Its: Superintendent

THIS INSTRUMENT DRAFTED BY:

Joseph A. Krueger
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Long Prairie, MN 56347
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