

AGREEMENT FOR JOHN STREET PARKING LOT

This Agreement is between the Redevelopment Authority of the City of Appleton, hereinafter ARA, and Lawrence University, hereinafter Lawrence, for use of a certain parking lot located at the southeast corner of the intersection of John Street and South Court in the city of Appleton.

ARA acquired the parking lot as part of its acquisition of the former Foremost Site located at 935 East John Street in the city of Appleton, Wisconsin. ARA is not currently using the parking lot.

Lawrence is a University in the city of Appleton and would like to make use of the John Street parking lot as an event overflow area for overflow parking.

Based upon the foregoing, the parties agree as follows:

1. ARA permits Lawrence to use the parking lot described as follows, the parking lot at 935 East John Street formerly known as the Foremost Site, for overflow parking.
2. The parking lot may be used by Lawrence at no cost.
3. Any striping of the parking lot to facilitate parking shall be performed by Lawrence at its sole cost and expense.
4. Lawrence may post the parking lot with signs indicating use by Lawrence University for overflow events or similar language, which, in Lawrence's discretion, indicate Lawrence's use of said parking lot. Any signs shall be at the sole cost of Lawrence and at no cost to ARA or the City of Appleton. All signage shall comply with City regulations including, but not limited to, zoning regulations. All signage shall contain the language "This Property Owned by the Redevelopment Authority of the City of Appleton".
5. Lawrence understands that the lights surrounding the parking lot are not in operating condition at this time. Lawrence agrees that if Lawrence wishes the lighting for the parking lot to be operational, Lawrence shall be solely responsible for the cost of providing power to the parking lot lighting system.
6. ARA and Lawrence agree that this is an agreement for use of the parking lot, not a lease and confers no property rights on Lawrence.
7. The parties agree this Agreement may be terminated upon thirty (30) days written notice by either party.

8. Lawrence agrees to indemnify, defend and hold harmless the Appleton Redevelopment Authority and the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, to the extent caused by any negligent act or omission of Lawrence, anyone directly or indirectly employed by any of them, anyone volunteering on behalf of Lawrence, or anyone whose acts any of them may be liable, except to the extent caused by the sole negligence or willful misconduct of the ARA and/or the City.

Dated this _____ day of _____, 2013.

Redevelopment Authority of the City of Appleton

Attest: _____
Printed Name: _____
By: _____
Karen E. Harkness, Executive Director

Attest: _____
Printed Name: _____
By: _____
Edward Klug, Chair

Lawrence University

Attest: Matt Bauer
Printed Name: MATT BAUER
By: B. L. Metz
Printed Name: Brian Ristic
Title: VP for Business Ops

Attest: Matt Bauer
Printed Name: MATT BAUER
By: [Signature]
Printed Name: Gregory J. H. H.
Title: Director of UCC