
AGENDA ITEM SUMMARY

Subject: Lease Agreement with Laurie Pedersen

Background Summary:

Currently the city has a lease agreement with Laurie Pedersen that leases 10' of city property to be used as access to her adjacent property located at 1202 Clark Street. This city property is a flood buyout property. The current lease was renewed in July 2020 and is set to expire October 31, 2022.

Ms. Pedersen would like to talk to the council about this as there is some question about a fence that she had installed on the remaining portion of the property that the city recently had her remove.

Enclosed is a copy of Resolution 133-20 approving the lease in July 2020, and the lease itself.

CITY OF CHARLES CITY

RESOLUTION NO. 133-20

RESOLUTION APPROVING LEASE AGREEMENT FOR CITY PROPERTY

WHEREAS, the City Council of the City of Charles City, Iowa is hereby interested in leasing a portion of City property located at 102 St. Mary's Street and legally described as follows: The Northeasterly 60 feet of Lot Eight, Block One Hundred fifty-eight, Lane's Addition to Charles City, Iowa , and

WHEREAS, Laurie Pederson is interested in leasing a portion of the above property to be used for driveway access to her property located at 1202 Clark Street commencing July 20, 2020 and ending October 31, 2022, and

WHEREAS, the said Tenant, in consideration of the City leasing a section ten feet in width over and across the North one-half of the West Three-quarters of its parcel described above for the purpose of gaining access to her property at 1202 Clark Street, does agree to pay the City the sum of \$150 for a term commencing July 20, 2020 and ending October 31, 2022. The lessee may place gravel within the access area but no permanent improvement is allowed. The lessee shall be responsible for general maintenance associated with the use of the access area at her own expense. Upon termination, the Lessee shall be responsible for returning the property to the City in its original condition, ordinary wear and tear excepted. The Tenant also agrees to hold the City harmless from and shall indemnify the city for any claims asserted against the city arising from the lessor's use of the leased premises.

NOW, THEREFORE IT IS HEREBY RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CHARLES CITY, IOWA, that the lease agreement is approved and the Mayor and City Clerk are authorized and directed to execute same with Laurie Pederson.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 20th day of July, 2020.

Dean Andrews, Mayor

Attest:

Trudy O'Donnell, City Clerk

INGRESS-EGRESS LEASE
AGREEMENT

Laurie Pederson (Lessee) is the owner of residential real property at 1202 Clark Street in Charles City, Iowa, legally described as:

The Southeast One-half of Lots Nine and Ten, Block One Hundred Fifty-eight, Lane's Addition to Charles City, Iowa

The City of Charles City, Iowa (the City) is the owner of an adjacent "FEMA" lot legally described as:

The Northeasterly 60 feet of Lot Eight, Block One Hundred Fifty-eight, Lane's Addition to Charles City, Iowa.

The Lessee wishes to acquire an additional access to her residential property over and across the property owned by the City as above described, and the City is willing to provide such access on the terms and provisions set forth herein.

NOW THEREFORE BE IT AGREED by the undersigned The City and Lessee as follows:

1. Lease of Driveway Access. The City hereby leases to Lessee a non-exclusive temporary easement for ingress and egress over and across the existing gravel driveway located on the City's property for the purpose of providing Lessee with access from St. Mary's Street to the Lessee's residential parcel as described above.
2. Term of Lease. The term of this lease shall be effective upon execution by the parties and approval of the City Council, and shall terminate at 11:59 p.m. on October 31, 2022, except that the City may terminate the lease earlier upon twenty-four hour notice to the Lessee in the event that the City determines, in its sole discretion, that such easement interferes with a future use of the property by the City or violates any statute or ordinance of the City, the State, or the federal government.
3. Rent. The rent for the leasehold rights granted by the City to Lessee herein shall be \$150.00 for the term of the lease, payable in full upon execution of this Agreement by both parties and approval by the City Council. If the lease is terminated by the City prior to the conclusion of the lease term, then the City shall reimburse the Lessee a prorated portion of the rent representing the unfulfilled portion of the lease term.
4. Maintenance. The Lessee shall maintain the driveway surface in good condition. No permanent surface or other permanent improvement may be placed within the leased area. The Lessee shall be responsible for general maintenance associated with the use of the access area at her own cost and expense. Upon termination of this lease, Lessee shall be responsible for returning the property to the City in its

original condition, ordinary wear and tear excepted. Any gravel or other temporary improvements of any kind or nature that may be established upon the property during the term of the Lease shall inure to the property and become the property of the City.

5. Indemnification. The Lessee shall hold the City harmless from and shall indemnify the City for any claims asserted against the City arising from the Lessee's use of the leased premises.
6. Restrictions. Lessee's use of the property shall be limited to use of the gravel drive for ingress and egress purposes. Lessee shall not store personal property on the City's property or otherwise utilize the property in any manner except for accessing 1202 Clark Street.
7. Assignment. Lessee shall not assign this Lease without prior written consent of the City.
8. Contingency. This lease is contingent upon approval by the City Council of the City.

THE CITY

LESSEE

City of Charles City, Iowa
Dean Andrews, Mayor

Laurie Pederson

Attest:

Trudy O'Donnell, City Clerk