

# Attachment A

**MAINTENANCE AGREEMENT  
CITY OF ARDEN HILLS  
TRINITY LUTHERAN OF LAKE JOHANNA  
PARKING LOT**

1.0 **Parties.** This Joint Use Agreement (“Agreement”) is dated the 16<sup>th</sup> day of May, 2011 and is entered into by and between the City of Arden Hills, a Minnesota statutory city (“City”) and Trinity Lutheran of Lake Johanna, a Minnesota non-profit corporation (“Trinity”).

2.0 **Recitals.**

A. Trinity is the owner of Lot 1, Block 1, Trinity Lutheran of Lake Johanna Addition (“Trinity Property”).

A portion of the Trinity Property has been improved with a bituminous driveway access to New Brighton Road and with a bituminous parking surface (both herein “Parking Lot”), as illustrated on Exhibit A attached and incorporated.

B. The City, concurrent with the execution of this Agreement, has purchased Lot 2, Block 1, Trinity Lutheran of Lake Johanna Addition from Trinity (“City Property”) and has executed a Joint Use Agreement, a copy of which is attached and incorporated as Exhibit B.

C. The City owns, maintains and allows public use of Hazelnut Park which is located adjacent to the City Property.

3.0 **Terms and Conditions.** As part of the consideration for the City’s purchase of the City Property, the Parties agree as follows:

A. **City Obligations.** The City shall:

1. Pay Trinity \$1,500 for the snowplowing of the Parking Lot surface. The payment shall be made within thirty (30) days of receipt of an invoice for such services from Trinity but in no event shall such payment be made before November 1<sup>st</sup> of each year.

2. In the Spring of each year, fill those Parking Lot potholes, as the City’s

Director of Public Works determines to be necessary.

3. Annually sweep those portions of the Parking Lot surface which the City's Director of Public Works determines will not be further damaged by the actions of the sweeper.
4. Restripe the Parking Lot surface after it has been seal coated by Trinity.

B. Trinity Obligations. Trinity shall:

1. Seal coat the Parking Lot as it determines to be necessary. Trinity shall notify the City by July 1<sup>st</sup> of the year proceeding the year in which Trinity intends to seal coat the Parking Lot surface so that the City can include the cost of restriping the Parking Lot surface in its budget for the year in which the seal coating occurs.
2. Snowplow the Parking Lot surface.

C. Reconstruction. The parties acknowledge that the Parking Lot surface will have to be reconstructed at some future date and the parties agree to bargain in good faith on the allocation of the cost of that future reconstruction.



**JOINT USE AGREEMENT  
CITY OF ARDEN HILLS  
TRINITY LUTHERAN OF LAKE JOHANNA  
PARKING LOT**

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- 2.0 **Recitals.**
- A. Trinity is the owner of Lot 1, Block 1, Trinity Lutheran of Lake Johanna Addition (“Trinity Property”).
  - B. A portion of the Trinity Property has been improved with a bituminous driveway access to New Brighton Road and with a bituminous parking surface (both herein “Parking Lot”), as illustrated on Exhibit A attached and incorporated.
  - C. The City, concurrent with the execution of this Agreement, has purchased Lot 2, Block 1, Trinity Lutheran of Lake Johanna Addition from Trinity (“City Property”).
  - D. The City owns, maintains and allows public use of Hazelnut Park which is located adjacent to the City Property.
- 3.0 **Terms and Conditions.** As part of the consideration for the City’s purchase of the City Property, the parties agree:
- A. The City, its employees and agents, and the public may use the Parking Lot any day during the hours of 8:00 a.m. to 10:00 p.m. in conjunction with their use of the City Property and/or Hazelnut Park.
  - B. This Agreement can be terminated by the City upon sixty (60) days written notice to Trinity. Trinity may not terminate the Agreement without the City’s written consent.
  - C. This Agreement shall be binding upon and inure to the benefit of the parties’ successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ARDEN HILLS,  
a Minnesota statutory city

David Grant  
David Grant, Mayor

ATTEST:

Patrick Klaers  
Patrick Klaers, City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF   Ramsey  )

On this   19   day of   May  , 2011, before me, a notary public within and for said county, personally appeared David Grant and Patrick Klaers, to me known to be respectively the Mayor and City Administrator of the City of Arden Hills, and they executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of City of Arden Hills.

Sherrill Eisenbraun  
Notary Public



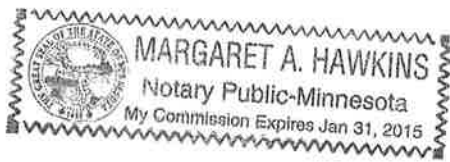
TRINITY LUTHERAN OF  
LAKE JOHANNA

By: Jeffrey J Bender  
Its: President

STATE OF MINNESOTA )  
COUNTY OF Ramsey ) ss.

On this 10 day of May, 2011, before me, a notary public within and for said county, personally appeared Jeffrey Bender, the President of Trinity Lutheran of Lake Johanna and has executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of Trinity Lutheran of Lake Johanna.

Margaret A. Hawkins  
Notary Public



**EXHIBIT A**

**Parking Lot**

