

(OFS/\_\_\_\_)

Authority (C.F.)

LEASE NO. \_\_\_\_\_

FINANCE DEPT. LEASE NO. \_\_\_\_\_ OFS/ \_\_\_\_\_

DATE: \_\_\_\_\_



LESSOR: \_\_\_\_\_ CITY OF SAINT PAUL  
OFFICE OF FINANCIAL SERVICES – REAL ESTATE SECTION

CITY OF SAINT PAUL  
STANDARD LEASE  
AGREEMENT

LESSEE: \_\_\_\_\_ WEIS BUILDERS  
7645 LYNDAL AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55423

[1] Leased Premises. LESSOR, in consideration of the payment of the Base Rent and Additional Rent hereinafter specified to be paid by LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the real property hereinafter referred to as the "Leased Premises," whose address is:

114 10<sup>TH</sup> Street East, Saint Paul, Minnesota \_\_\_\_\_,

and which is legally described in Exhibit A attached hereto, excluding any buildings, fixtures in

such buildings, improvements and structures, if any, located thereon. A map of the Leased Premises is attached as Exhibit B and made a part of this Agreement. LESSEE shall have the right of ingress and egress to the Leased Premises for the intended purposes.

[2] Term of Lease. This Lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by LESSOR or LESSEE as provided herein.

Term (Months/Years)	Commencing Date	Ending Date
<u>18 months</u>	<u>June 25, 2012</u>	<u>December 24, 2013</u>

[3] Use of Premises. LESSEE shall use and occupy the Leased Premises for:

- A) Placement of construction trailer(s);
- B) Storage of construction materials in an organized and tidy manner; and
- C) Parking of vehicles for superintendents and foremen as needed;
- D) Construction of a temporary earthen ramp from 10<sup>th</sup> Street to the Leased Premises and installation of gate, both of which shall be removed at the completion of construction and the Leased Premises returned to its original condition.

Use of the Premises for any other purpose must receive prior written consent of LESSOR.

Uses NOT permitted:

- A) Storage of dirt, sand, gravel or other materials that might generate dust or airborne debris
- B) General, day-to-day parking of worker vehicles, except vehicles for superintendents and foremen as needed.

[4] Rent. Rent shall consist of Base Rent and such Additional Rent as may apply. LESSEE shall pay all rent in advance, on the first day of the term of the lease and on the first day of each payment period thereafter as indicated in the Payment Schedule below:

a) Base Rent.

Payment Schedule			
Total Monthly Base Rent	(Payment Period	- Commencing Date	- \$ per sq ft per Year
\$2,300.00	Monthly	June 25, 2012	\$1.76

b) Additional Rent. Additional Rent means all amounts, other than Base Rent provided for in paragraph (4-a) above, that LESSEE shall be obligated to pay under this paragraph or other provisions of this Lease. Additional Rent shall mean those fees, costs and expenses expressly identified as Additional Rent in this Agreement, to include, the following fees, costs and expenses:

- i) all utilities used by the Lessee, including water, electric, gas, telephone, sewage and garbage collection and disposal;
- ii) costs for the repairs, improvements or alterations required to be made by LESSEE in paragraph 10 of this Lease;
- iii) all taxes on personalty, general or special; all public rates, dues, charges and assessments, general or special, of any kind upon the Leased Premises due to Lessee's use of the Leased Premises; and
- iv) property insurance premium and/or uninsured losses as set forth in paragraph (6) of this Lease.

In the event that LESSEE does not make such payments (or any payments required to be paid as Additional Rent), LESSOR may make the payments at its option, and the payments so paid become Additional Rent, and are due and payable by LESSEE with the payment of Base Rent

next required after written notice of same to LESSEE by LESSOR.

LESSEE shall make all payments of Base Rent and Additional Rent, when applicable, to Office of Financial Service—Real Estate Section, 1000 City Hall Annex, 25 W. 4<sup>th</sup> St., St. Paul, MN 55102. The applicable account number for City Finance Accounting Code is: 160-11070.

[5] **Right of Entry.** At all times during the term of this lease, LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

[6] **Insurance.**

a) ~~LESSOR'S Insurance. The LESSOR shall acquire and keep in effect during the term of this agreement the following coverage:~~

~~i) FIRE AND ALL RISK INSURANCE, on the lease premises shall be purchased by the LESSOR; the LESSEE shall pay, as Additional Rent, the premium for said insurance in the amount of \$\_\_\_\_\_ per year (\$.10/sf), due on the commencing date of this lease and on the anniversary date of the lease each subsequent year and in the event of a claim, any deductible. Said insurance shall name the City of Saint Paul as the insured. With respect to any loss of the LESSOR'S property not covered by insurance, it shall be the responsibility of the LESSEE, within a reasonable time, to pay all costs to repair or replace the damaged property with like kind, such reasonable time to be determined by the LESSOR. LESSEE shall be responsible for insurance of its own property.~~

b) LESSEE'S Insurance. LESSEE shall acquire during the term of this lease the following coverage:

i) LESSEE shall be responsible for the self insurance of, or the acquisition of Commercial Property Insurance on its personal property.

- ii) COMMERCIAL GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate, shall be purchased by LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) not exclude explosion, collapse and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by LESSOR.
- iii) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.
- iv) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$100,000 per accident and with an all states endorsement.
- v) LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (6).
- vi) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.
- vii) Nothing in this contract shall constitute a waiver by LESSOR of any statutory limits or exceptions on liability.
- viii) LESSEE shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by LESSOR, and shall, on the date of Lessee's execution of this Agreement, deliver copies of insurance certificates to LESSOR showing Lessee has obtained the required insurance. The policies required in Paragraph (6) shall be endorsed to indicate that the insurer shall give LESSOR notice of any changes or cancellation per the terms of the policy.

ix) Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.

c) ~~Waiver of Subrogation.~~ LESSOR waives its right of subrogation for damage to the Building, contents therein, loss of use thereof, and/or loss of income, up to the amount of insurance proceeds collected. LESSEE waives its right of subrogation for damage to property in the Leased Premises, loss of use thereof, loss of income and/or accounts receivable, up to the amount of their respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph; and, if either cannot waive its subrogation rights, such party shall immediately notify the other party, in writing.

[7] Cancellation or Termination. This Lease shall be subject to cancellation and termination by either party at any time during the term hereof by giving notice in writing to the other party at forty-five (45) days, prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, LESSOR shall return any unearned rental paid by the LESSEE without interest.

[8] Notice. All notices herein provided to be given, or that may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to LESSEE at the address stated on page (1) and to LESSOR at Office of Financial Services — Real Estate Section, 1000 City Hall Annex, 25 W. 4<sup>th</sup> St., Saint Paul, Minnesota 55102. The address to which the notice shall be mailed may be changed by written notice given by either party to the other. Nothing herein shall preclude the giving of such address change notice by personal service.

[9] Assignment and Subletting. ~~Except for subleases between LESSEE and its employees for vehicular parking,~~ LESSEE shall not assign or sublet this Lease without the written consent of LESSOR, which consent must be obtained prior to the execution of any agreement to sublease

the Leased Premises.

[10] Maintenance and Repairs.

(A) ~~LESSOR'S Responsibilities.~~ LESSOR shall, ~~at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, exclusive of LESSEE'S personal property and any improvements installed by or specifically for the LESSEE, including emergency repairs of any kind and routine maintenance and repair to keep the Leased Premises in good repair and safe in compliance with applicable fire, health, building and other life-safety codes. Such repairs, maintenance and upkeep shall not be deemed to include custodial duties.~~

(B) **LESSEE'S Responsibilities.** LESSEE shall, at its own cost and expense, perform custodial duties to keep the Leased Premises clean and orderly in compliance with applicable fire, health, building and other life-safety codes; and shall provide all materials and supplies necessary for the performance of custodial duties. LESSEE shall also be responsible for all repairs, maintenance and upkeep of its own personal property and to any improvements that have been installed by or specifically for LESSEE.

Lessee must maintain the overall site appearance, including grassy embankments, in a neat and tidy manner. LESSEE must keep the site secure at all times.

[11] Payments in Case of Default. LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.

[12] Surrender of Premises. LESSEE, at the expiration of said term, or any sooner termination of this Lease, shall quit peacefully and surrender possession of said Leased Premises and its appurtenances to LESSOR in as good order and condition as the property was delivered to the

LESSEE.

[13] Indemnity. LESSEE agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by LESSOR to LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."

[14] Holdover. Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.

[15] Pollution and Contaminants. LESSEE and LESSOR agree to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

LESSEE shall bear all its costs and expenses of complying, or arising from failure by LESSEE to comply, with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge LESSEE as Additional Rent for such costs should LESSEE fail to comply.

~~[16] Controlling Lease. In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental~~



~~agreements as of the effective date of this Lease.~~

[17] **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises becomes untenable or unfit for occupancy due to such damage during the term of this Lease, LESSOR may at its option:

- a) terminate the lease upon fifteen (15) days' written notice to LESSEE; or
- b) within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to the LESSEE as Additional Rent; or
- c) The Base Rent to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Leased Premises as determined by LESSOR, times the number of days of loss or impairment.

[18] **Events of Default.**

(A) **Default by LESSEE.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by LESSEE:

- (1) the failure by LESSEE to timely pay Base Rent or Additional Rent as required by this Lease;
- (2) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or

[19] **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of LESSEE in the use of the property to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the

use to which the property is proposed to be put. Inability or failure by LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve LESSEE of the obligation to pay the rental provided herein.

[20] Non-Discrimination. LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

- (A) no person, on the ground of race, sex, color creed, religion, age, disability, marital status, status with respect to public assistance or national origin or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities;
- (B) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
- (C) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
- (D) that LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

[21] Default Remedies.

- (A) LESSOR'S Remedies. In the event an Event of Default occurs under paragraph (18) of this Lease, LESSOR may exercise any one or more of the following remedies:
  - (1) reenter and take possession of the Premises without termination of this Lease, and use its best efforts to lease the Premises to or enter into an agreement with another person for the account of LESSEE;

- (2) terminate this Lease, exclude LESSEE from possession of the Premises, and use its best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law;
- (3) exclude LESSEE from possession of the Premises, with ~~or without~~ terminating this Lease and operate the Leased Premises itself;
- ~~(4) terminate the Lease, exclude LESSEE from possession of the Leased Premises, sell all or any part of the Leased Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as the LESSOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of LESSEE.~~
- (5) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- (6) take whatever action at law or in equity may appear necessary or appropriate to collect the Base Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of LESSEE under this Lease.
- (7) in exercising any of its remedies set forth in this Section, LESSOR may, whether or not the Lease is then in effect, hold LESSEE liable for the difference between the payments and other costs for which LESSEE is responsible under this Lease.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**(B) LESSEE'S Remedies.** If LESSOR should default in the performance of the conditions or

covenants of this Lease, LESSEE, in addition to all other remedies now or hereafter afforded or provided by law, may at its election perform such condition or covenant on behalf of LESSOR or make good any such default and any amount or amounts that LESSEE shall advance pursuant thereto shall be repaid by LESSOR to LESSEE on demand; and, if LESSOR shall not repay any such amount or amounts upon demand, LESSEE shall have the right to deduct the same from the next installment or installments of rent to accrue under this Lease.

~~[22] Alterations. LESSEE will not make any alterations to the Leased Premises without the written consent of LESSOR, such consent not to be unreasonably withheld. If LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by LESSOR and such alterations shall be done by LESSEE at its own expense. All such work shall be performed under LESSOR'S supervision and any improvements made to the Leased Premises at LESSEE'S expense shall become the property of LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, and that no liens will attach to the premises by reason thereof.~~

~~[23] Renewal. Ninety days prior to the conclusion of the term of this Lease, as shown in Paragraph [2], LESSEE shall have the option of renewing for one additional one-year period, the rental rate to be \$4,000.00 per acre. The acreage to be used during the renewal period shall be determined by LESSOR'S Street Maintenance Engineer.~~

[24] Amended. Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written.

LESSOR:

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Mayor

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City Clerk

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Director: Office of Financial Services

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City Attorney (Form Approval)

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LESSEE:

  
\_\_\_\_\_

CHRIS KRIEGL

Its GROUP VICE PRESIDENT, WEIS BUILDERS, INC.

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Its

## Exhibit A

### Legal Description of Lessor's Property (Leased Premises)

Lots 1, 2 and 3, all located in Lamprey's Subdivision of Part of Block 11, Robert and Randall's Addition to St. Paul, Ramsey County, Minnesota

# Exhibit B

Leased Premises - 114 10th St. E.



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.  
 SOURCES: Ramsey County (April 30, 2012), The Lawrence Group; April 30, 2012 for County parcel and property records data; April 2012 for commercial and