

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul Police Department (SPPD) wishes to enter into a site lease agreement
 2 which includes an indemnification clause with the Public Housing Agency of the City of Saint Paul
 3 (PHA) for the leasing of a certain property interest at the Front Hi-Rise at 727 Front Avenue; and
 4
 5 WHEREAS, for consideration of one dollar (\$1.00) and the covenants as outlined in the lease agreement;
 6 and
 7
 8 WHEREAS, the lease term shall begin on the "Commencement Date" as defined in section 2. of the lease
 9 agreement and shall end on January 1, 2017; and,
 10
 11 THEREFORE BE IT RESOLVED, that the City Council authorizes the City of Saint Paul to enter into,
 12 and Chief Thomas Smith to implement the attached lease agreement with the Public Housing Agency of
 13 the City of Saint Paul.
 14



	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**
 By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney

Adopted by Council: Date _____
 Adoption Certified by Council Secretary
 By: _____
 Approved by Mayor: Date _____
 By: _____

By: _____
 Approved by Mayor for Submission to Council
 By: _____

SITE LEASE AGREEMENT

This Site Lease Agreement ("Lease") is made this _ day of _____, 2012, between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, 555 North Wabasha Street, Saint Paul, Minnesota 55102, ("Lessor" or "PHA"), a public body, corporate and politic, and the City of Saint Paul, a municipal corporation, through its Saint Paul Police Department, having a mailing address of 367 Grove Street, Saint Paul, MN 55101 ("Lessee") and its successors for the leasing of certain property interests at the Lessor's Front Hi-Rise site at 727 Front Avenue, Saint Paul, Minnesota 55103 ("Lessor's Property"), which is legally described in Exhibit A attached hereto and incorporated herein by reference.

In consideration of the terms and conditions of this Lease, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor, in consideration of One Dollar (\$1.00) and the covenants and agreements herein contained, hereby leases to Lessee certain areas on Lessor's Property ("Leased Premises"). The property interests leased to Lessee shall include the following: rooftop and penthouse space as described on Exhibit A attached hereto ("Lessor's Property"), including space for mounting or attaching antennas, related equipment and space required for cable runs to connect equipment and antennas.

The parties acknowledge that this is a nonexclusive Lease. Except as provided herein, nothing in this Lease shall preclude Lessor from leasing other space for communications equipment to any person, entity, or any other party, subject to the conditions set forth in Paragraph 6, *Operations and Equipment*, of this Lease.

2. Term of Lease. The initial term of this Lease shall begin on the "Commencement Date" (as hereafter defined) and, subject to the terms of Paragraph 12, *Termination*, shall end on January 1, 2017. The Commencement Date shall be the date on which all conditions precedent detailed in Exhibit C attached hereto and incorporated herein by reference have been met but not later than July 1, 2012, or the start date of construction, whichever comes first. The term of this Lease shall be approximately 5 years, commencing as of the Commencement Date and expiring January 1, 2017. Upon expiration of the initial term, this Lease shall automatically renew for three (3) successive periods of five (5) years ("Renewal Terms"), unless Lessee or Lessor serves written notice to the other party sixty (60) days prior to the expiration of this Lease or any extension thereof of the party's intent not to renew. Upon expiration or termination of this lease, Lessee shall have sixty (60) days to remove all equipment from the demised premises and to make all necessary repairs.

3. Additional Costs. Additional costs means all amounts that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional costs shall include, but is not limited to, the following fees, costs and expenses:

- (1) Cost for the repairs, improvements or alterations required to be made by Lessee in Paragraph 16, *Maintenance and Repairs*;
- (2) All taxes on equipment personally owned by Lessee, general or special;
- (3) Property insurance premium and/or uninsured losses as set forth in Paragraph 10, *Insurance*;
- (4) All public utility rates, dues, and charges of any kind for utilities used by Lessee at the Leased Premises, and

In the event that Lessee does not pay required Additional Costs, Lessor may, at its option, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee.

Lessee shall make all payments of Additional Costs to Lessor at the following address:

Public Housing Agency of the City of Saint Paul
555 North Wabasha Street, Suite 400
Saint Paul, Minnesota 55102

4. Primary Use of Premises. The primary purpose and use of the Property is to provide living space and other residential services to tenants of the Lessor. Lessor's operations take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to maintain, or improve the Property in order to provide such services as may be necessary. If Lessee's antenna usage on the Property interferes with the primary use of the Property Lessor will provide written notice of the interference to Lessee. Lessor and Lessee shall work together to cure the cause of the interference. Lessee will commence to cure the cause of the interference within thirty (30) days. If the cause of the interference is not reasonably capable of being cured within thirty (30) days, Lessee shall commence to cure such interference by assessing the problem, planning and ordering the necessary equipment within seven (7) days and diligently pursuing the cure to completion within a reasonable time thereafter. If Lessor and Lessee cannot cure such interference as provided for above, said occurrence of interference shall constitute an Event of Default as set forth in Paragraph 12, Termination. If the interference with the primary purpose of the Property or the operations of Lessor is an emergency situation which is life-threatening or threatens to damage Lessor's property (e.g. an antenna falling off the Property or falling on an appurtenant structure owned by the Lessor), Lessor has the right to immediately cure the life-threatening emergency situation, including, if necessary, removing Lessee's equipment. Lessor shall notify Lessee immediately after any such emergency and of the Lessor's actions to cure the situation. Lessee shall be responsible to Lessor for costs incurred by Lessor to cure the situation.

5. Use of Premises. Lessee shall use and occupy the Leased Premises for the transmission and reception of communications signals authorized for use by the Federal Communications

Commission (FCC), and for the installation, operation, and maintenance of its communications equipment in accordance with Exhibit B. Lessee shall inform Lessor of plans for replacement and/or upgrade of its communications fixtures and related equipment in writing at least 14 days prior to proceeding with work. Lessor approval to proceed with equipment replacement or upgrades will not be unreasonably withheld or delayed. The manner in which the Communication Facility may be attached to any structure or other location on the Property is subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor reserves the right to require changes in the manner of installation and location in order to minimize aesthetic impact, preserve roof membrane integrity and minimize damage to the property.

Lessee, its agents and contractors, at Lessee's sole cost and expense, will be permitted to enter upon the Property and conduct such studies as Lessee deems necessary to determine the Property's suitability for Lessee's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other related analyses and studies as Lessee deems necessary or desirable. The Lessor reserves the right to require an initial independent structural analysis for the installation, or to require Lessee to submit a written opinion of a structural engineer, licensed in Minnesota, attesting that the installation meets all requirements for structural integrity. Any structural analysis costs will be the responsibility of Lessee.

For purposes of installing, operating, repairing, upgrading, modifying and removing the communications equipment Lessee shall have access to the Leased Premises seven days per week, twenty-four hours per day. In order to provide such access, the Lessor agrees to reproduce the applicable keys needed by Lessee for access to the Communications Facility. Said keys will be retained by Lessee for access purposes and Lessee shall provide the Lessor with the names, in writing, of all Lessee employees and agents who will have access to such keys. Lessor will allow the Lessee to install a lock box in which to store said key(s) in an area to be mutually determined by Lessor and Lessee. If Lessee or any of its employees or agents lose a key, Lessee shall reimburse Lessor for all costs in connection with re-keying the affected areas of the building. With the exception of an emergency situation, in accordance with Paragraph 4, Lessor will not remove Lessee's equipment without Lessee's prior written consent. Lessee shall, upon reasonable notice from Lessor, remove or protect antennas or equipment or pay for the same, during painting or other maintenance work performed by Lessor.

6. Operations and Equipment. Lessee shall install, operate and maintain its equipment in accordance with all applicable laws and regulations, and in accordance with Exhibit B and Exhibit E. Lessee's equipment shall be installed and operated in a manner which does not cause interference to predecessor facilities tenants. Should any such interference occur, Lessor and Lessee shall diligently pursue a cure to remove or satisfactorily attenuate such interference. If such interference cannot be cured or satisfactorily attenuated, Lessee agrees to immediately stop using its equipment if so demanded in writing by Lessor. Lessor hereby covenants to use its best efforts to afford Lessee similar protection from interference which may be caused by the

operation of subsequent additional Property users. Lessee agrees to operate under the rules of the FCC.

Lessee agrees to provide the Lessor with a minimum of forty-eight (48) hours advanced written notice for attachment work, or commencement of installation, in order to provide notice to the Lessor's tenants.

In the event the Lessor allows a subsequent provider(s) to operate communications equipment on the Lessor's Property, the Lessor shall not require Lessee to be responsible for any additional propagation testing costs arising from the proposed use by such subsequent provider of the Lessor's Property. The Lessor also agrees to require such subsequent provider to comply with the non-interference provisions of this paragraph.

7. Utility Service. Lessor will allow Lessee, at Lessee's cost and expense, to connect its Communications Facility to existing utility services, provided that Lessee's utilities will be separately metered, and connected to a temporary portable emergency generator for Lessee's exclusive use. Payment for telephone or other communication services to the Communications Facility is Lessee's responsibility. Lessee thereafter agrees to furnish and pay for the cost of any utility service if necessary for its use, provided that Lessee shall also be responsible for all repairs or alterations to utility equipment arising out of the use of the demised premises by Lessee. Lessor shall not be responsible for any damage due to the interruption of utility service.

8. Cost and Expense. Lessee shall install and maintain all equipment at its sole cost and expense and upon removal of said equipment, Lessee shall restore the Leased Premises to their original condition wherever attachments have been made, or structures have been placed, normal wear and tear excepted. The parties agree that the communications equipment shall remain the personal property of Lessee and shall be kept in repair by Lessee. All personal property and trade fixtures owned by Lessee shall be removed by Lessee within sixty (60) days following the termination of this Lease.

9. Taxes.

- A. Lessor's Taxes. Lessor shall be responsible for and pay all taxes and assessments against the Leased Premises.
- B. Lessee's Taxes. Lessee shall be solely responsible for and pay all taxes on its personal property.

10. Insurance. Lessee hereby releases, discharges and agrees to indemnify, protect, defend and save harmless Lessor from any liability for any cost, damage, expense, death, injury, or other casualty to any person whomsoever or to any property whatsoever caused by or arising out of Lessee's use of Lessor's property and grounds; provided, that such release, discharge and indemnification shall not be applicable where the casualty to person or property was the result of acts of commission, omission or negligence or fault of Lessor, its agents or employees.

Lessee shall provide Lessor with a letter from Lessee through its Saint Paul City Attorney's Office stating that Lessee is a Licensed Self-Insured under the laws of the State of Minnesota and Lessor shall accept such letter as acceptable proof of Lessee's general liability insurance and Lessee's agreement to defend and indemnify Lessor as set forth in this agreement. Lessee shall also maintain fire and extended coverage insurance insuring Lessee's personal property for its full insurable value (subject to reasonable deductibles).

The Lessor shall maintain commercial general liability insurance insuring the Lessor against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Lessor's Property by the Lessor in accordance with the provisions of Minnesota Statutes, Section 466.04, and the most recent resolution of approval of such insurance by the PHA Board of Commissioners. The Lessor shall also maintain fire and extended coverage insurance insuring the Lessor's Property for its full insurable value subject to reasonable deductibles.

Notwithstanding anything in this Lease to the contrary, each party releases the other party and their respective principals, employees, representatives and agents from all liability, whether for negligence or otherwise, in connection with a loss covered by any policies which the releasing party carries with respect to the Property or the Lessor's Property, but only to the extent that such loss is collected under such insurance policy(s) or to the limits of Minnesota State law. Any policy required to be obtained pursuant to this Paragraph 10, Insurance, shall contain a Waiver of Subrogation in favor of the other party hereto.

11. Compliance with Laws. The Lessor represents that the Property and all improvements thereto are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority. The Leased Premises described herein may be used only for the purposes stated herein. It is the sole responsibility of Lessee in the use of the Leased Premises to comply with all laws, rules, regulations or ordinances imposed by any jurisdiction affecting the use to which the Leased Premises 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 of Lessee to pay the rental provided herein.

12. Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice for the following reasons:

- A. by either party upon a default of any covenant or term hereof by the other party, if such default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or, if a cure cannot be completed within sixty (60) days, within a reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues the cure to completion;

- B. by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for construction and/or operation of the Communications Facilities or Lessee's business;
- C. by Lessee if the Leased Premises is or becomes unuseable under Lessee's design or engineering specifications for its Communications Facilities or communications system.
- D. by Lessee or Lessor at any time in its sole discretion. At the end of the contract period Lessee will remove its equipment and restore the Leased Premises as required by Paragraph 8, *Cost and Expense*.
- E. by Lessor if it determines, after review by an independent structural engineer of Lessor's choosing, that Lessor's Property is structurally unsound;

13. Notices. 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 served personally on Lessor or Lessee, or when made in writing and deposited in the United States Mail, certified and postage prepaid. 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.

To Lessor at: Public Housing Agency of the City of Saint Paul
Attn: John Wright, Contracting Officer
261 E. University Avenue
Saint Paul, MN 55130

To Lessee at: Saint Paul Police Department
367 Grove Street
St. Paul, MN 55101
Attn: Sergeant Julie Maidment
Phone: 651-592-6759
Fax: 651-266-5498

14. Assignment.

- A. Lessee may not assign, or otherwise transfer, all or any part of its interest in this Lease or in the Leased Premises.

15. Recordability; Title Insurance

- A. Lessor shall contemporaneously herewith execute and acknowledge and deliver to Lessee for recording a Memorandum of this Lease (“Memorandum”) in the form of Exhibit D.
- B. Lessee may determine to obtain title insurance on its interest in the Leased Premises and, at the request of Lessee, Lessor shall execute such documents as may be required by the title insurance company, after approval by Lessor’s legal counsel.

16. Maintenance and Repairs. Lessee shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises and Lessee's equipment, including but not limited to emergency repairs of any kind, routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life safety codes and all repairs to any damage to the Leased Premises caused by the placement of Lessee's equipment thereon.

17. Surrender of Premises. Upon termination of this Lease, Lessee shall quit peacefully and surrender possession of said Leased Premises and its appurtenances to Lessor in accordance with Paragraph 8, *Cost and Expense*.

18. 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.

19. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous toxic or dangerous in any applicable federal, state or local law or regulation. Lessee and Lessor each represent and warrant that its use of the Leased Premises, herein, will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance and each further agrees to hold the other harmless from and indemnify the other against any release of any such hazardous substance caused solely by the other and any damage, loss, or expense or liability resulting from the breach of this representation or from the violation of any state or federal law by such release including all reasonable attorneys' fees, costs and penalties incurred as a result thereof. “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease. Notwithstanding the foregoing provisions to the contrary, Lessor acknowledges Lessee's use of batteries or other Hazardous Substances usually and customarily used in the course of Lessee's wireless communications business, (collectively referred to as “Allowed Hazardous Substances”) and deems them acceptable as long as Lessee's

use, storage and disposal of such Allowed Hazardous Substances are in accordance with all applicable laws.

20. Destruction. In the event of damage to or destruction of the Leased Premises or in the event the Leased Premises become untenable due to such damage during the term of this Lease, Lessor may at its option:

- A. terminate the Lease upon thirty (30) days written notice to Lessee; or
- B. within thirty (30) days agree to restore the Leased Premises within a reasonable time period following the casualty.

21. Liens.

- A. Lessee shall not permit mechanics' liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements ordered by Lessee and made to the Leased Premises.
- B. Lessor waives any lien rights it may have concerning the communications equipment described elsewhere in this Lease which is deemed Lessee's personal property and not fixtures, and Lessee has the right to remove such equipment without Lessor's consent, subject to reasonable notice to Lessor.
- C. Nothing in this paragraph 21 shall abrogate or otherwise affect any other provision of this Lease.

22. Condemnation. If a condemning authority takes any portion of the Lessor's Property and such taking adversely affects Lessee's use of the Lessor's Property, this Lease shall terminate as of the date of the taking, provided Lessee gives written notice of the same within thirty (30) days after Lessee receives notice of such taking. The parties shall be entitled to make claims to the condemning authority in any condemnation proceeding for value of their respective interests in the Property (which for Lessee may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business relocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

23. Alterations. Lessee will not make any alterations to the Communications Facility without the written consent of the Lessor, which consent shall not be unreasonably withheld. If Lessee desires to make any such alterations, an accurate description shall first be submitted to and approved by the Lessor. Such alterations shall be done by Lessee at its own expense. Lessor agrees to respond with consent or denial within thirty (30) days. Lessee agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that

the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.

24. Amendments. Notwithstanding anything in this Lease to the contrary, this Lease may be terminated, and the provisions of this Lease may be amended, in writing, by mutual consent of the parties herein.

25. Video. In return for use of roof facility, Lessor will be entitled to video footage from Lessee's cameras located on facility. Lessor will be provided video footage within 30 days of written request for such footage.

26. Quiet Enjoyment. Lessee, upon meeting all the terms and conditions of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises. If, as of the date of execution of this Lease or hereafter, there is any mortgage, or other encumbrance affecting the Property, then Lessor agrees to obtain an agreement from the holder of such encumbrance that Lessee shall not be disturbed in its possession, use and enjoyment of the Leased Premises. Excepting events referenced in Paragraph 4, *Primary Use of Premises*, Lessor shall not cause or permit any use of the Property which interferes with or impairs either the integrity of the structure to which Lessee equipment is attached, or the quality of the communication services being rendered by Lessee from the Property. Except in emergencies, Lessor shall not have access to the Communications Facility unless approved by Lessee personnel.

27. Authority. The individuals signing this Lease on behalf of a party represent and warrant that they are fully empowered to act on behalf of said entities. Furthermore, both parties are fully empowered to execute, deliver and perform the various obligations under this Lease.

28. Frequencies. In accordance with Paragraph 6 of this Lease, Lessee will operate within the confines of its FCC licensed frequencies as described in Exhibit E and, prior to adding additional transmitter or receiver frequencies on the premises, Lessee agrees to notify the Lessor of the modified frequencies so that the Lessor can perform the necessary interference studies to insure that the modified frequencies will not cause harmful radio interference to other existing premises leases. Lessee shall pay the reasonable costs for said study which will be performed by Lessor's registered professional communications engineer. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor. However, the Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to its registered professional communications engineer for review at Lessee's expense.

29. Security Deposit. Lessee will provide a refundable security deposit in the amount of \$200.00 to the Lessor to be held in a non-interest bearing account until Lessee has removed the Communications Facility, as specified in Section 8 of this Lease, and restored the Leased Premises to the reasonable satisfaction of the Lessor. If Lessee does not remove the Communications Facility as specified in Section 8 of this Lease, Lessee agrees that the Communications Facility may be deemed abandoned and become the property of the PHA and, in that event, the PHA may then utilize the security deposit, which shall be forfeited by Lessee as

liquidated damages, to remove Lessee's Communication Facility and restore the Leased Premises. The security deposit shall not in any way diminish Lessee's responsibility and obligation to remove the Communications Facility and restore the Leased Premises as required by Section 8 and other provisions of this Lease. The security deposit shall be paid upon issuance of building permit and prior to any construction.

30. Entire Agreement. This Lease Agreement supersedes all prior discussions and negotiations and contains the entire agreement and understandings of the parties. Exhibits A through E are hereby incorporated into this Lease Agreement by reference.
31. Governing Law. This Lease Agreement shall be construed in accordance with the laws of the State of Minnesota.
32. Successors. The terms and conditions of this Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Lessor and Lessee.
33. Counterparts. This Lease may be signed in counterparts by the parties hereto.
34. Captions. The Paragraph Headings in the Lease are solely for the ease of reference. In the event of any conflict between such headings and the text of the Lease, the text of the Lease shall be controlling.
35. Survival. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
(LESSOR)**

**PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

By: _____
John Wright
Its Contracting Officer

By: _____
Ronald P. Moen
Its Controller
Tax ID# 41-1309192

Address: Public Housing Agency of the City of Saint Paul
 555 Wabasha Street - Suite 400
 St. Paul, MN 55102

Phone: (651) 298-5664

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by John Wright, the Contracting Officer, and Ronald P. Moen, the Controller of the Public Housing Agency of the City of Saint Paul (PHA), on behalf of the PHA.

Notary Public

**SAINT PAUL POLICE DEPARTMENT
(LESSEE)**

Saint Paul Police Department
Address: 367 Grove Street
Saint Paul Minnesota 55101

Tax ID# 41-6005521

By: _____
Chief: Thomas Smith

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____ the
_____ of Saint Paul Police Department.

Notary Public

By: _____
Director of Financial Services

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____ the
_____ of Saint Paul Police Department.

Notary Public

By: _____
City Attorney

STATE OF MINNESOTA
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____ the
_____ of Saint Paul Police Department.

Notary Public

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

EXHIBIT A

Address is 727 Front Avenue, St. Paul, MN 55116

PIN # is 26.29.23.14.0133

Sect-26 Twp-029 Range-023 Ware and Hospes Addition, to St 3.11 Ac Vac Ave and Alleys
Accruing And Fol Lots 23 Thru 27 Block 5 and Lots 8 Thru 13 And 16 Thru Lot 23 Blk 6.

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

EXHIBIT "B"
TO
SITE LEASE AGREEMENT

SITE PLANS (update per new plans)

(See Attached Sheets 1 of 4 through 4 of 4 as prepared by the Avrio Group. Sheets are titled; 1 of 4 – 727 Front Ave., Sheet 2 of 4 – 727 Front Ave., Side View, Sheet 3 of 4 – 727 Front Ave., and Sheet 4 of 4 – 727 Front Ave.,)

Sheets 1 of 4 through 4 of 4 represent scale drawings of the rooftop, structures on the rooftop and the leased premises.

Sheets 1 of 4 through 4 of 4 represent scale drawings showing the building elevation, penthouse elevation views, antenna and cable locations.

****Final plans to be attached once approved by both parties****

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

EXHIBIT "C"
TO
SITE LEASE AGREEMENT
CONDITIONS PRECEDENT

All permits from all local or federal land use jurisdictions for the intended use have been obtained.

All local airspace authorities and FAA determination of no hazard to airspace have been obtained.

FCC authorization to utilize this location for the intended use.

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

EXHIBIT "D"
TO
SITE LEASE AGREEMENT

This document was drafted by:
Office of St. Paul City Attorney Saint Paul, Minnesota

When recorded please return to:
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101
Attn: Sergeant Julie Maidment

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this day of _____, 2012, by and between Public Housing Agency of the City of Saint Paul, a public body, corporate and politic, whose address is 555 North Wabasha Street, Suite 400, Saint Paul, Minnesota 55102 (hereinafter referred to as "Lessor") and the City of Saint Paul, a municipal corporation, through its Saint Paul Police Department, having a mailing address of 367 Grove Street, St. Paul, MN 55101 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease Agreement ("Lease") on the ___ day of _____, 2012, for the purposes of installing, operating and maintaining a radio Communications Facility and other improvements, all as set forth in the Lease.
2. In accordance with the Lease, the term of the Lease shall commence on _____ ("Commencement Date") and terminate on January 1, 2017, with an option to renew for three (3) successive five year periods.
3. The Property which is the subject of the Lease is described in Exhibit A, attached to the Lease. The portion of the Property which is leased to the Lessee (the "Leased Premises") is more particularly described in the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first above written.

Tax ID# _____

By: _____
John C. Wright
It's Contracting Officer

By: _____
Ronald P. Moen
It's Controller

LESSEE:

THE CITY OF SAINT PAUL,
THROUGH ITS SAINT PAUL POLICE DEPARTMENT

Tax ID# 41-6005521

By: _____
Chief: Thomas Smith

By: _____
Printed Name: _____
Director of Financial Services

By: _____
Printed Name: _____
City Attorney Office

ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

ACKNOWLEDGMENTS

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by John Wright, the Contracting Officer, and Ronald P. Moen, the Controller of the Public Housing Agency of the City of Saint Paul (PHA), on behalf of the PHA.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ of the City of Saint Paul, a municipal corporation, through its Saint Paul Police Department, on behalf of the corporation.

Notary Public

SITE NAME: 727 Front Avenue
(Front Hi-Rise)
CONTRACT NO.: 13-009

EXHIBIT "E"
TO
SITE LEASE AGREEMENT

EQUIPMENT LIST AND LICENSED FCC FREQUENCIES

DISHES and ANTENNAS: See Exhibit B

DISH MOUNTS: See Exhibit B

COAX CABLES: See Exhibit B

RADIO EQUIPMENT: See Exhibit B

UTILITIES: 100 amp, 240 volt, single-phase electric power. Power will be submetered from existing building supply.

FCC Registration Number: (FRN) 0002610731