Lease Number U-270

UNIVERSITY OF MINNESOTA

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is entered into effective as of September 1, 2025 (the "**Effective Date**"), by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and City of St. Paul, a political subdivision of the State of Minnesota (the "**Tenant**").

1. Leased Premises. University, in consideration of the covenants contained in this Lease, does lease to Tenant, and Tenant does lease from University approximately [redacted] situated in the County [redacted] and State of Minnesota (the "**Leased Premises**"), as shown on Exhibit A attached to and made a part of this Lease.

2. Term. The initial term of this Lease shall be for one year, commencing on the Effective, and ending on and including December 31, 2026, unless terminated earlier as provided in this Lease.

3. Renewal Options. The term of this Lease shall automatically extend on a year to year basis on the same terms and conditions as specified in this Lease, provided either party may notify the other party, in writing, of its intent to terminate the Lease at any time with at least six (6) months' written notice.

4. Services in Lieu of Rent. As consideration for Tenant's use of the Leased Premises, Tenant agrees to provide to University the services identified in Section 24.

5. Quiet Possession. University agrees that Tenant, on performing the covenants in this Lease, shall have quiet possession of the Leased Premises for the entire term of this Lease.

6. Use. Tenant will use the Leased Premises for the following purpose(s) only: [redacted] Any other use of the Leased Premises requires the University's prior written consent. Tenant will make weekly checks of the Leased Premises to ensure security is maintained at all times. Prior to each occasion that Tenant intends to detonate materials at the Leased Premises, it will notify the Real Estate Office at reo@umn.edu and Shari Sayles at (612) 236-5720 and University's Public Safety Emergency

Communications Center at psecc@umn.edu (or such other persons as University from time to time designates). No flammable fluids, explosives or hazardous or toxic substances, other than those specifically named herein, will be stored in or upon the Leased Premises. Tenant shall be responsible for obtaining any and all permits required for its permitted use of the Leased Premises and for meeting all the requirements of applicable laws and regulations.

7. Surrender of Premises. Tenant will, at the expiration of this Lease, disconnect and remove (or cause to be disconnected and removed) all utilities serving the Leased Premises and remove the storage building, trailer, septic tank(s), fence, and security cameras and all of its personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to University. If Tenant improvements are made during the term of this Lease, University has the option to accept the Leased Premises in improved condition rather than requiring Tenant to remove them. University acknowledges that the storage building, trailer, septic tank(s), fence, and security cameras are jointly used by Tenant and other tenants; nevertheless, Tenant's obligation is to remove all such equipment and improvements (and University shall have no obligation to determine amongst Tenant and the other tenants how such responsibility might be shared). At least 60 days prior to the expiration of this Lease, Tenant shall prepare (or cause to be prepared) a site closure plan for the University's review and approval. The plan must include an evaluation of all areas where Hazardous Materials (as defined below) were stored, handled, or used by Tenant. University reserves the right to require soil or other environmental testing as part of this evaluation to demonstrate that no releases of Hazardous Materials have occurred with respect to the tenants' use of the Leased Premises. Tenant shall implement the approved closure plan at its sole cost and expense upon the expiration of this Lease. Tenant shall be solely responsible for all costs and expenses associated with any required investigation, assessment, and remediation. All removal and related work described in this Section shall be completed no later than the expiration or termination of this Lease in a manner satisfactory to University to be determined at University's sole discretion. If Tenant fails to complete its obligations prior to the expiration or termination of this Lease, Tenant agrees that University may (but shall not be obligated to) complete any or all of Tenant's obligations itself and charge Tenant the costs thereof, which shall be paid immediately upon demand.

8. Hold-Over Tenancy. If Tenant remains in possession of the Leased Premises after the expiration of this Lease and without execution of an extension to this Lease or a new lease, Tenant shall be a tenant-at-sufferance with no legal right to occupy the Leased Premises. During any such time Tenant shall comply with all terms of this Lease. The foregoing sentences shall not serve as permission for Tenant to hold over nor serve to extend the Term, and University shall have the right at any time thereafter to enter and possess the Leased Premises and remove all property and persons therefrom. Tenant acknowledges that it (1) has no lawful right to occupy the Leased Premises beyond the termination of the Lease or expiration of the Term; (2) is entitled to no payment or services of any kind in connection with the removal or relocation of its business or property from the Leased Premises following termination of the Lease or expiration of the term; and (3) hereby releases University and its insurers, successors and assigns from any and all known or unknown claims that Tenant has, had, or may have relating to the right to such payments or services. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. Assignment or Sublease. The Leased Premises may not be assigned or sublet, in whole or in part, by Tenant without the prior written consent of University. Absent the written consent of University, an assignment or sublease shall not release Tenant from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees. University acknowledges that Tenant's training activities may involve inviting other law enforcement agencies to the Leased Premises. Such use shall not constitute an assignment or sublease so long as Tenant supervises the training activities of all such agencies. University also acknowledges that Tenant may enter into Joint Powers Agreements with other governmental entities in Minnesota. Such Joint Powers Agreements shall not constitute an assignment or sublease so long as Tenant provides the services at the Leased Premises and the other governmental entities are not using the Leased Premises.

10. Utilities, Services and Taxes. Tenant acknowledges that there is no water or sewer service provided to the Leased Premises. Tenant will be responsible for costs associated with and/or resulting from its use of Leased Premises during the term of this Lease, including the costs of any other utilities or other services provided to the Leased Premises. Tenant shall be responsible for any real estate and/or personal property taxes, or payments in lieu thereof, and special assessments arising from Tenant's use of the Leased Premises pursuant to this Lease.

11. Right of Entry. University shall have the right upon reasonable notice to enter the Leased Premises during all business hours (except in emergency situations when entry shall be immediate) for the purposes of inspecting the Leased Premises, or for the purpose of showing the Leased Premises to prospective tenants, purchasers and others, or for any other reasonable purpose. University shall use reasonable efforts to not unduly interfere with Tenant's use of the Leased Premises.

12. Care of Premises. Tenant accepts the Leased Premises in the "as is" condition without any obligation on the part of University to improve same, unless specifically set forth in this Lease, and agrees to keep the Leased Premises in good clean condition (including, without limitation, mowing, snow removal, and landscaping as needed) during the entire term of this Lease.

13. Environmental Requirements. Tenant shall not install, use, generate, store or dispose of in or about the Leased Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively "**Hazardous Materials**") without University's written approval of each Hazardous Material (except that the specific uses and materials described in Section 6 shall be permitted). Tenant shall indemnify, defend and hold University harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

14. Indemnification. Tenant agrees to defend, indemnify and hold harmless University from injuries, damages and loss, including costs and attorneys' fees, arising from the use of the Leased Premises by Tenant, its employees, officers and agents under this Lease. University shall have no responsibility for any indirect or consequential damages suffered by Tenant, or by any person, firm or corporation not a party to this Lease. Tenant shall promptly restore any damage caused to University's property arising from Tenant's use of the Leased Premises.

15. Insurance. Tenant is a self-insured municipality, pursuant to authority granted in Minnesota Statutes Section 471.981. Tenant is also self-insured under the State of Minnesota's workers compensation laws. At all times during the term of this Lease, Tenant shall require any of its contractors and/or consultants on the Leased Premises to obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and product liability, with limits of not less than $1,000,000 per claim and $3,000,000 per occurrence, and automobile liability insurance in an amount not less than $1,000,000 combined single limit.

16. Alterations. Tenant shall make no change, alteration, modification or addition to the Leased Premises without the prior written consent of University. All building permits will be issued by the University Building Code Division. Tenant shall be responsible for changes to the Leased Premises required by any governmental authority because of Tenant's use of the Leased Premises**.** Tenant is responsible for any Americans with Disabilities Act changes required in conjunction with Tenant's modifications. Tenant shall keep the Leased Premises free of any and all mechanics', materialmen's, and other liens arising out of any work, labor done, services performed, or materials furnished for Tenant or claimed to have been furnished during the term of this Lease.

17. Default. In the event of a default of any term or condition contained in this Lease, the defaulting party shall be entitled to a thirty (30) day written notice specifying the nature of the default. In the event the default is not corrected within the thirty (30) day period, or a cure commenced for the default requiring more than thirty (30) days to cure with the defaulting party diligently pursuing correction, the non-defaulting party may elect to (i) terminate this Lease immediately and the obligations of that party as specified in this Lease shall cease or (ii) if the default can be cured by the expenditure of money may, at its sole option, and without limiting any other remedies that it may have by reason of such default, cure the default, charge such cost to the defaulting party and the defaulting party shall pay the same immediately upon demand.

18. Remedies Cumulative; Waiver of Rights. All remedies conferred on University or Tenant shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist on any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option (other than the option to extend the Lease) contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or option. Receipt by University of rent due with knowledge of the breach of any covenant shall not be deemed a waiver of such breach. No waiver by University or Tenant of any of the provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

19. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by electronic mail (provided such delivery is confirmed by the receiving party), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this Section:

If to University:
University of Minnesota
c/o Real Estate Office
Attention: Director of Leasing
451 Donhowe Building
319 15th Avenue SE
Minneapolis, MN 55455-0199
Email: reo@umn.edu

With a copy to:
University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Email: contracts@mail.ogc.umn.edu

If to Tenant:
St. Paul Police Department
Paul A. Ford
Attn: Assistant Chief of Police
367 Grove Street, St. Paul, MN 55101
Email: paul.ford@ci.stpaul.mn.us

20. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Tenant, it being expressly understood and agreed that neither the method of computation or rent nor any other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between University and Tenant other than the relationship of landlord and tenant. Tenant may not use the names, trademarks, logos, and/or other identifying marks of University in its promotional or marketing materials without the prior written consent of University in each instance.

21. Amendments. This Lease shall be amended only in a writing duly executed by all the parties to this Lease.

22. Governing Law/Jurisdiction. The internal laws of the State of Minnesota shall govern the validity, construction and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Lease shall be in the courts of the State of Minnesota.

23. Brokers. University and Tenant each warrant that it has not engaged or dealt with any commissioned broker in connection with this Lease and each party agrees to indemnify, defend and hold the other harmless from and against any claim for broker's fees or finder's fees asserted by anyone other than those specified in writing, on account of any dealings of the indemnifying party in connection with this Lease.

24. Special Conditions. In the case of conflict between the provisions of these Special Conditions and the other terms of this Lease, these Special Conditions shall prevail:

A. Tenant Responsibilities.

1. Within fourteen (14) days after the Effective Date, Tenant shall install additional "No Trespassing" signage along the fence similar to that in place on the Effective Date at more frequent intervals as reasonably determined by the University.
2. Tenant shall provide the following services to University at no charge: timely removal from University property of explosives described in the permitted use section of this Lease and detonation of such explosives.

25. Counterparts; Electronic Signature and Delivery. This Lease may be executed electronically and/or in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. The executed counterparts of this Lease may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Tenant have executed this Lease on the day and year first above written.

Regents of the University of Minnesota	_____
By:_____	By: _____
Name: Leslie Krueger	Name: Paul A. Ford
Title: AVP for Planning, Space, and Real Estate	Title: Assistant Chief of Police, St. Paul Police Department
Date:_____	Date: _____

EXHIBIT A

LEASED PREMISES