

## STANDARD LEASE

THIS LEASE made in Triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

hereinafter called the "LANDLORD",  
THE PARTY OF THE FIRST PART,

THE POINTE OF ST. PAUL CONDO ASSOC.

-and-

hereinafter called the "TENANT"  
THE PARTY OF THE SECOND PART.

THE CITY OF ST. PAUL

1. WHEREAS, the LANDLORD is the owner of \_\_\_\_\_  
\_\_\_\_\_THE POINTE OF ST. PAUL CONDOMINIUM ASSOCIATION\_\_\_\_\_
2. AND WHEREAS, the TENANT has requested the LANDLORD to grant permission to erect, operate, and maintain transmitting and receiving antennas and equipment as required by the TENANT on the leased premises being more particularly described on Schedule "B", included in previous lease agreement.
3. AND WHEREAS, the LANDLORD has resolved to grant such permission to the TENANT subject to the terms, covenants and conditions of this lease.
4. WITNESSETH that in consideration of the premises and to mutual covenants and agreements contained herein, the Parties hereto hereby agree with each other as follows:
5. The LANDLORD grants permission to the TENANT and the TENANT shall have the right,
- (a) to erect, operate, and maintain and place as required, at its own expense, a tower or towers (antenna mounts), and transmitting and receiving antennas and to enclose and secure 600 square feet at the penthouse level to house the equipment associated with the transmitting and receiving antennas. Said area for housing equipment must be approved by the LANDLORD.
  - (b) to install such equipment, exterior grounding, electrical and communications lines as may be necessary for the operation of the said transmitting and receiving antennas, all of which equipment, tower antennas, electrical, and communication lines and any appurtenant fittings are hereinafter called "the equipment" and;
  - (c) to cause to be made all necessary leasehold improvements at its own expense, such improvements to include but without limiting the following: heating, air conditioning, walls, ventilation and electrical wiring;
  - (d) to enter upon the premises at all reasonable times for the purpose of the installation, operation and maintenance of the said equipment.
  - (e) The LANDLORD grants easements for access and for all necessary electrical and communication lines for the operation of the TENANT'S transmitting and receiving antennas.
6. The term of the Lease shall be five (5) years commencing from and including the 18<sup>th</sup> day of SEPTEMBER, 2014, and from thenceforth next and ensuing and fully to be completed and ended on the 17<sup>th</sup> day of SEPTEMBER, 2019, and subject to renewal as hereinafter provided.

7. In the event of any option(s) to renew being exercised, the word “term” wherever used in this lease shall mean the initial term and any extension thereof.

8. The TENANT shall pay to the LANDLORD annual rents as follows:

<u>\$37,024.68</u>	Dollars the <u>first</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>second</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>third</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>fourth</u> year, in advance;
<u>\$37,024.68</u>	Dollars the <u>fifth</u> year, in advance;

9. It is understood and agreed that the TENANT shall be responsible for the payment of its own electrical consumption and in this connection the TENANT shall install a meter on the premises to record its power consumption.

10. The TENANT covenants and agrees further with the LANDLORD as follows:

- (a) that the aforesaid premises and the equipment shall be used by the TENANT for the purpose of telecommunications broadcasting and any other purpose incidental thereto;
- (b) that the TENANT shall not assign this Lease or sublet the leased premises without the written consent of the LANDLORD being first had and obtained, which consent shall not be unreasonably withheld;
- (c) that in construction and maintenance of its equipment the TENANT shall cause no material inconvenience to the LANDLORD;
- (d) that all construction and maintenance of its equipment shall be carried out by the TENANT at its own expense and upon termination of this agreement the TENANT shall remove its equipment at its own expense and return the site of its condition before the commencement of this Lease, reasonable wear and tear, destruction or damage as provided for in paragraph 16 hereof, and any changes or alterations made by other than TENANT, or the TENANT’S agents only excepted;
- (e) that save for the negligence of the LANDLORD, its employees and those persons authorized by the LANDLORD to be on the premises, the TENANT shall indemnify and save harmless the LANDLORD against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of,
  - (i) any breach, violation, or non-performance of the terms, covenants and obligations on the part of the TENANT set out in this agreement,
  - (ii) any damage to property occasioned by the negligent use of the premises by the TENANT of the structural failure of any or all of the TENANT’S equipment,
  - (iii) any injury to or death of any person resulting from the negligent use of the premises by the TENANT.

11. Notwithstanding any other provisions of this Lease:

- (a) The TENANT may assign its rights and obligations under this Lease including the subletting or licensing of all or part of the leased premises without prior written notice to the LANDLORD or without the consent of the LANDLORD to;
  - (i) a person or company that controls, is controlled by, or under common control with the TENANT,

- (ii) a purchaser of all or substantially all of the TENANT'S assets,
  - (b) a change of control of the TENANT shall not in any way be considered a transfer or assignment of this Lease or in any way affect the TENANT'S rights or obligations.
- 12. Provided that the TENANT shall be responsible for the payment of any increase in business and/or real estate taxes, due to improvements and operation of the TENANT on the demised premises.
- 13.
  - (a) In the event that the premises are destroyed or damaged in such manner that it would not be possible for the TENANT to continue to maintain its equipment therein, the LANDLORD shall be under no obligation to rebuild or repair and the term hereby granted shall cease and be at an end for all intents and purposes from the date of such damage or destruction, and the TENANT shall immediately surrender same and yield up possession of the demised premises to the LANDLORD, and the prepaid rent from the time of surrender shall be apportioned and the LANDLORD shall not be responsible for any damage or loss which may be incurred by the TENANT by reason of such termination,
  - (b) In the event that the TENANT'S equipment, through no fault of the TENANT shall be destroyed or damaged in such a manner that its performance is impaired, the TENANT may repair or rebuild, or at its option surrender the Lease and yield up possession of the demised premises to the LANDLORD and the Lease shall then be at an end from the date of such damage or destruction, and the prepaid rent from the time of surrender shall be apportioned.
- 14. The TENANT hereby covenants with the LANDLORD that it is self-insured under the laws of the State of Minnesota for the purposes of tort claims against the TENANT (City of St. Paul, Minnesota).
- 15. If any building, structure, trees or other works of any nature or kind whatsoever screens, shields or interferes in any manner with the signals transmitted or received by the equipment or, should the operation of the equipment be difficult or impossible by reason of government regulation, the TENANT may terminate this agreement by giving a thirty (30) days written notice to the LANDLORD. In the event of such termination the LANDLORD shall refund pro-rate any prepayment of rent accruing due after the date of such termination.
- 16. The TENANT shall have quiet enjoyment of the premises.
  - (a) In the case of a dispute between the LANDLORD and the TENANT during the term hereof, and any renewal, as to any matter arising hereunder, either party hereto shall be entitled to give to the other party notice of such dispute and failing to arrive at a mutually satisfactory agreement within a period of thirty (30) days, demand each party shall at once appoint an arbitrator and such appointees shall jointly appoint a third. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties hereto who covenant one with the other that their disputes shall be so decided by arbitration alone and not by recourse to any court by action at law.
  - (c) If within a reasonable time the two arbitrators appointed by the parties hereto do not agree upon a third, or if the party who has been notified of a dispute fails to appoint an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Court of the appropriate jurisdiction. The cost of arbitration shall be apportioned between the parties hereto as the arbitrators may decide.

17. It is understood and agreed that during the term of this Lease and any extension thereof, that the LANDLORD will not lease, license or permit those other than the TENANT to use any part of the property originally described Schedule “B”, for the purposes of the installation, operation maintenance of the telecommunications antennas, other than those already disclosed, without the written consent of the TENANT.
18. Any notice hereunder shall be given by registered letter addressed to the LANDLORD as follows:

The Pointe of St. Paul Condominium Association  
c/o Paradise & Associates, LLC  
971 Sibley Memorial Highway #350  
St. Paul, MN 55118

19. Provided further and it is hereby agreed that should the TENANT hold over after the expiration of this Lease and the LANDLORD thereafter accepts rent for the said premises, the TENANT shall hold the said premises only as a monthly TENANT of the LANDLORD and subject in all other respects to the terms and conditions of this lease.
20. This agreement shall be binding upon and ensure to the benefit of the parties hereto and there respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto signed under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED	THE POINTE OF ST. PAUL
in the presence of:	<u>Authorizing Signing Officer/Agent</u>
<u>Witness</u>	<u>Authorizing Signing Officer/Agent</u>
	CITY OF ST. PAUL, MINNESOTA
<u>Witness</u>	<u>Mayor or Designee</u>
	<u>Chief of Police</u>
	<u>Director, Office of Financial Services</u>
	<u>City Clerk</u>

Approved as to FORM:

Assistant City Attorney