STANDARD LEASE

THIS LEASE is made this _____ day of _____, 2019, between THE POINTE OF SAINT PAUL CONDOMINIUM ASSOCIATION, hereinafter called "**LANDLORD**," and THE CITY OF SAINT PAUL, hereinafter called "**TENANT**."

1. WHEREAS, LANDLORD operates and administers THE POINTE OF SAINT PAUL CONDOMINIUM ASSOCIATION, located at 78 10th Street East, Saint Paul, MN 55101 (the "Condominium Property").

2. AND WHEREAS, TENANT has requested that LANDLORD lease portions of the Condominium Property to TENANT to permit it to erect, operate, and maintain transmitting and receiving antennas and equipment as required by TENANT on portions of the rooftop and penthouse of the Condominium Property, being more particularly described and depicted on **Exhibit A** included in this Lease.

3. AND WHEREAS, LANDLORD has agreed to lease the **Leased Premises** depicted on **Exhibit A** to TENANT subject to the terms, covenants and conditions of this Lease.

4. WITNESSETH that in consideration of these recitals and the mutual covenants and agreements contained herein, the Parties agree with each other as follows:

5. LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the Leased Premises, and extends to TENANT the following rights of use:

(a) to erect, operate, and maintain and place as required, at its own expense, the thirteen (13) existing antennas, now installed in four (4) locations on the rooftop, and up to two (2) additional antennas, and to continue to use six hundred (600) square feet at the penthouse level to house the equipment associated with the transmitting and receiving antennas.

(b) to install, operate and maintain such equipment, exterior grounding, electrical and communications lines (the "**Equipment**") as may be necessary for the operation of the said transmitting and receiving antennas.

(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 Leased Premises at all reasonable times for the purpose of the installation, operation and maintenance of the Equipment. TENANT, its agents or contractors, are hereby granted the right, to enter upon the Leased Premises, to build, construct, study, test, evaluate, maintain and operate the Equipment. None of these activities shall interrupt or interfere with LANDLORD's, or its residents', use and enjoyment of the Condominium Property, nor shall it prevent LANDLORD from making repairs, improvements, additions or replacements to the Condominium Property, including areas in the penthouse and on the rooftop. TENANT acknowledges that the Leased Premises are located upon the roof of a

residential condominium and can be accessed only by means of an internal stairwell. TENANT shall comply with LANDLORD's security protocols which are in place from time to time during the Term (the word "**Term**" wherever used in this lease shall mean the initial term and any extension thereof). Subject to these security protocols, TENANT's access to the Leased Premises shall be at no additional charge and otherwise unimpeded.

(e) LANDLORD grants TENANT rights to access and to use all necessary electrical and communication lines for the operation of TENANT'S transmitting and receiving antennas.

6. The Term of the Lease shall be five (5) years commencing on September 18, 2019, and continuing therefrom until September 17, 2024. Any renewal of the Term shall be subject to negotiation by LANDLORD and TENANT.

7. TENANT shall pay to LANDLORD annual rents as follows:

$37,950.30 Dollars the first year, in advance;
$38,899.06 Dollars the second year, in advance;
$39,871.54 Dollars the third year, in advance;
$40,868.33 Dollars the fourth year, in advance;
$41,890.04 Dollars the fifth year, in advance;

8. It is understood and agreed that TENANT shall be responsible for the payment of its own electrical consumption and in this connection the meter shall continue to record its power consumption and LANDLORD will invoice TENANT periodically for the cost of the electricity it consumes.

9. TENANT covenants and agrees further with LANDLORD as follows:

(a) that the Leased Premises and the Equipment shall be used by TENANT for the purpose of telecommunications broadcasting and any other purpose incidental thereto;

(b) that TENANT shall not assign this Lease or sublet the Leased Premises without the written consent of LANDLORD being first had and obtained, which consent shall not be unreasonably withheld;

(c) that in construction and maintenance of the Equipment TENANT shall cause no material inconvenience to LANDLORD, shall comply with all laws and FCC regulations, and shall keep the Leased Premises free from any claim including liens arising out of its occupancy;

(d) that all construction and maintenance of the Equipment shall be carried out by TENANT at its own expense and upon termination of this Lease TENANT shall remove the Equipment at its own expense and return the site to the condition that existed before the commencement of this Lease, subject to reasonable wear and tear, destruction or damage as provided for in paragraph 12 hereof, and any changes

or alterations made by a party other than TENANT, or its TENANT's agents and representatives;

(e) that except for the negligence of LANDLORD, its employees and those persons authorized by LANDLORD to be on the rooftop, TENANT shall indemnify and save harmless 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 TENANT set out in this Lease,

(ii) any damage to property occasioned by the negligent use of the Leased Premises by TENANT or the structural failure of any or all of the Equipment,

(iii) any injury to or death of any person resulting from the negligent use of the Leased Premises by TENANT.

10. TENANT's use of the Leased Premises shall not interfere with LANDLORD's use of the property and TENANT agrees to instruct its agents and representatives to cease all such actions which unreasonably and in a material way interfere with LANDLORD's use thereof. Further, TENANT agrees not to interfere with any other occupant's operations on the rooftop and to provide such assurances against interference that are acceptable to LANDLORD. TENANT shall have the obligation to eliminate any interference of any other occupant's operations caused by its operations thereon.

11. In the event that the Leased Premises are destroyed or damaged in such manner that it would not be possible for TENANT to continue to maintain the Equipment therein, 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 TENANT shall immediately surrender same and yield up possession of the Leased Premises to LANDLORD, and the prepaid rent from the time of surrender shall be apportioned. LANDLORD shall not be responsible for any damage or loss which may be incurred by TENANT by reason of such termination,

12. TENANT hereby covenants with LANDLORD that it is self-insured under the laws of the State of Minnesota for the purposes of tort claims against TENANT (City of St. Paul, Minnesota), and for purposes of its agreement to indemnify LANDLORD against them as specified herein.

13. If any building, structure 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, TENANT may terminate this Lease by giving thirty (30) days' written notice to LANDLORD. In the event of such termination LANDLORD shall refund on a pro-rated basis any prepaid rent for the period after the date of such termination.

14. TENANT shall have quiet enjoyment of the Leased Premises.

15. In the case of a dispute between LANDLORD and 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, pursue any and all available remedies. The prevailing party in any litigated matter shall be entitled to recover its reasonable attorneys' fees and costs in the discretion of the court.

16. It is understood and agreed that, during the Term of this Lease and any extension thereof, LANDLORD will not lease, license or permit a party other than TENANT to use any part of the property described and depicted on **Exhibit A**, for the purposes of the installation, operation and maintenance of telecommunications antennas that interfere with the operation of the Equipment.

17. **Default**.

(a) If TENANT defaults in the performance of the terms or provisions of this LEASE, LANDLORD shall promptly notify TENANT in writing. If TENANT shall fail to cure such default within thirty (30) days after receipt of the notice or if the default is of such character as to require more than thirty (30) days to cure, and TENANT shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then, in either event, LANDLORD may (a) terminate this Lease and TENANT shall immediately remove the Equipment and pay to LANDLORD all amounts due LANDLORD under the terms hereof; or (b) charge TENANT any reasonable and actual expenses incurred by LANDLORD as a direct consequence of such default, the amount of which shall be paid by TENANT to LANDLORD within ten (10) days after statement therefor is rendered.

(b) If LANDLORD shall default in the performance of any of the terms or provisions of this LEASE, TENANT shall promptly so notify LANDLORD in writing. If LANDLORD shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LANDLORD shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then, in either event, TENANT may cure such default and any reasonable and actual expenses paid by TENANT shall be paid by LANDLORD to TENANT within ten (10) days after statement therefor is rendered.

18. LANDLORD must provide TENANT at least sixty (60) days' written notice of any repairs, maintenance or other work (the "**Work**") during the Term of this Lease which may require the temporary relocation of any portion of the Equipment. LANDLORD agrees that the Work will not interfere with or alter the quality of the services provided by TENANT from the Leased Premises. TENANT shall be responsible for all expenses incurred by TENANT that are required to accommodate the Work.

19. TENANT shall select means, method and manner of performing the services it intends to provide hereunder. All work performed by TENANT within the Leased Premises or on LANDLORD's property shall be performed in a good and workmanlike manner, free from liens and without damage to the rooftop. TENANT shall be solely responsible to correct any damage caused by its activities on the property. Nothing is intended or should be construed in any manner in this Lease as creating or establishing the relationship of partners between LANDLORD and TENANT or as appointing TENANT as the agent, representative or employee of LANDLORD for any purpose or in any manner whatsoever. TENANT is to be and shall remain an independent contractor with respect to all of its activities performed under this Lease. TENANT represents that it will secure at its own expense all personnel required to perform services for it under this Lease, and any and all personnel of TENANT or other persons engaged in the performance of any work or services required by TENANT under this Lease shall have no contractual relationship with LANDLORD, and shall not be considered employees, agents or representatives of LANDLORD.

20. Any notice hereunder shall be given by personal delivery or by certified mail addressed to LANDLORD as follows:

The Pointe of Saint Paul Condominium Association
c/o FirstService Residential Minnesota, Inc.
8100 Old Cedar Avenue, Suite 300
Bloomington, Minnesota 55425
Attn: Andrew Gittleman

or to TENANT as follows:

City of St. Paul
Office of Financial Services - Real Estate Section
25 W. 4th Street, 10th Floor
St. Paul, Minnesota 55102

21. Should TENANT hold over after the expiration of this Lease and LANDLORD thereafter accepts rent for the Leased Premises, TENANT shall hold the said Leased Premises only on a month-to-month basis, terminable on thirty (30) days' notice, and subject in all other respects to the terms and conditions of this Lease.

22. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

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

THE POINTE OF SAINT PAUL CONDOMINIUM ASSOCIATION

in the presence of:

_____
Authorizing Signing Officer/Agent

_____
Witness

_____
Authorizing Signing Officer/Agent

CITY OF ST. PAUL, MINNESOTA

_____
Witness

_____
Mayor or Designee

_____
Chief of Police

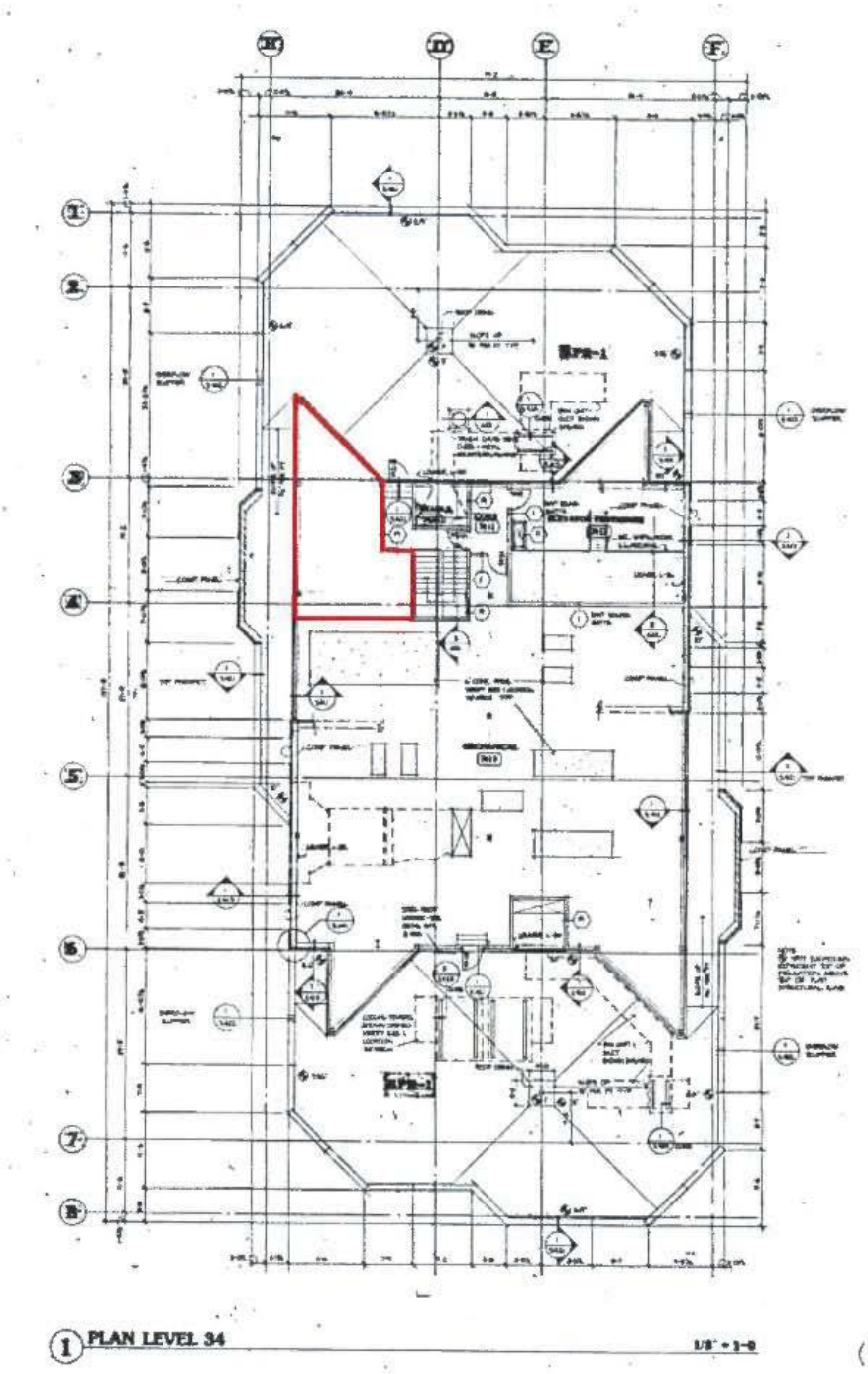
_____
Director, Office of Financial Services

_____
City Clerk

Approved as to FORM:

_____
Assistant City Attorney

EXHIBIT A



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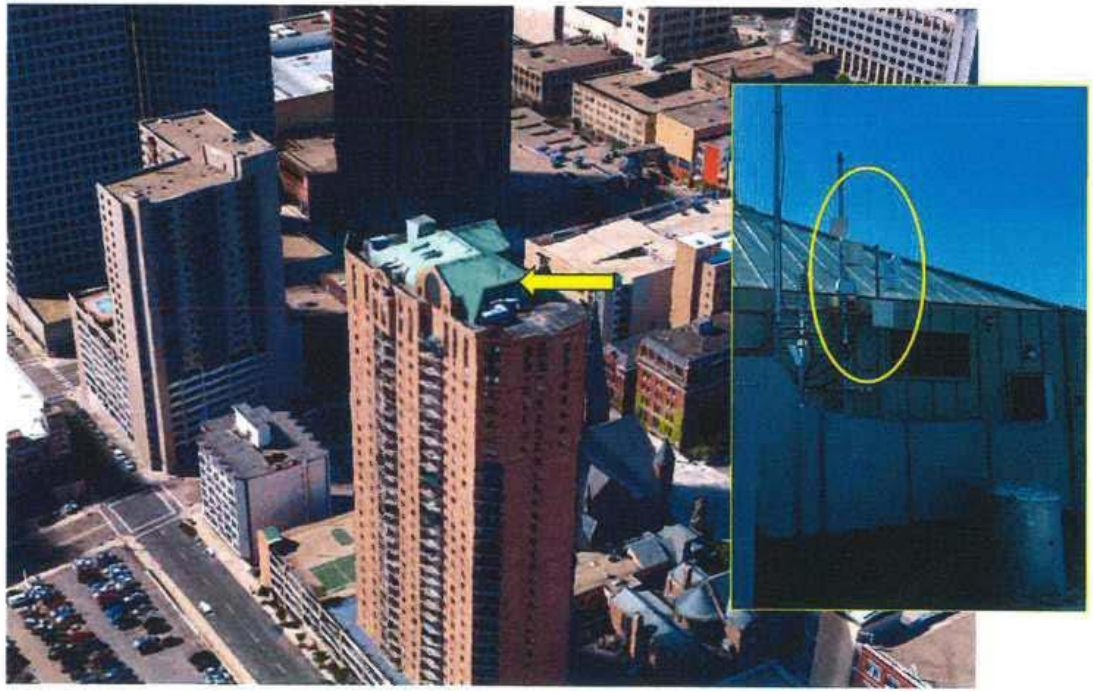
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