

(File Name: __FS/14 __)

Revised

Authority (Council File)

LEASE NO. _____ FS/14

DATE: _____

LESSOR: _____ CITY OF SAINT PAUL

Department of Fire and Safety Services

645 Randolph Avenue, Saint Paul, Minnesota, 55102

TENANT: _____ Listening House of St. Paul, Incorporated

464 Maria Avenue, Saint Paul, Minnesota, 55106



**CITY OF SAINT PAUL
LEASE
AGREEMENT**

RECITALS

- A. LESSOR is fee owner of the Leased Premises.
- B. TENANT is a nonprofit corporation that operates a daytime community center at First Lutheran Church, 464 Maria Avenue, St. Paul, where people who are homeless, disadvantaged or lonely find sanctuary from the streets, social connections, a place to wash themselves and their clothes, a place to rest, and practical assistance, including food, supplies, and counseling.
- C. LESSOR has authorized this Lease and TENANT's use of the Leased Premises to operate a daytime community center similar to the center TENANT operates at First Lutheran Church, to be known as Freedom House.
- D. LESSOR has obtained funds under the CARES Act to fund improvements to the Leased Premises and TENANT has obtained a commitment from Ramsey County for funding of TENANT's operations in the Leased Premises.
- E. LESSOR wants to lease the Leased Premises to TENANT, and TENANT wants to lease the Leased Premises from LESSOR, subject to the terms of this Lease

Accordingly, for good and valuable consideration, the receipt and sufficiency of which LESSOR and TENANT agree as follows:

AGREEMENT

- 1) **Leased Premises.** LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by TENANT, and the covenants and agreements herein contained, does hereby lease, demise and let unto TENANT the premises hereinafter referred to as the "Leased Premises," whose address is 296 Seventh

Street West, Saint Paul, Minnesota, 55102, and which is legally described and depicted in Exhibit A, attached hereto and incorporated herein by this reference.

Together with any buildings, fixtures in such buildings, improvements and structures ("Improvements"), located thereon. ("Improvements" shall include LESSOR'S Improvements and any additions to LESSOR'S Improvements, whether made before or after the date of this Lease.)

The Improvements shall include improvements to the Leased Premises to be made by LESSOR at LESSOR's expense to renovate the Leased Premises for use by TENANT in accordance with this Lease. LESSOR shall complete LESSOR'S Improvements before TENANT is required to take possession of and commence operations in the Leased Premises.

TENANT shall have the exclusive right to use the parking lot for parking for staff, board members, volunteers and service providers.

- 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 TENANT as provided herein.

Term (Months/Years)	Commencing Date	Ending Date
180 days	December 1, 2020	May 29, 2021

- 3) **Renewal.** The term of this Lease coincides with and is subject to issuance of a 180-day Temporary Use Permit by LESSOR'S Department of Safety and Inspections.

The Lease may be renewed for up to two additional 180 day renewal terms, by written agreement between LESSOR and TENANT, provided neither party shall be required to renew this Lease unless (a) LESSOR in its sole judgment determines there is a need for TENANT to continue to provide services at the Leased Premises as described in Paragraph 4, and (b) TENANT in its sole discretion determines Tenant wishes to continue to provide such services. Each party shall provide the other with reasonable notice of its desire to renew the Lease, including any conditions of such renewal, and party receiving such notice from the other party shall respond within a reasonable time with a denial or acceptance, with any conditions of acceptance stated in writing.

Under no circumstances will the combined Lease term and any renewals exceed 18 months from the Commencing Date.

- 4) **Use of Leased Premises.** TENANT shall use and occupy the Leased Premises for the following and related purposes, and for no other purpose without the prior written consent

of LESSOR:

Space where people who are homeless, disadvantaged or lonely can find sanctuary from the streets and practical assistance. The use includes providing snacks and beverages, facilities for showering, sleeping, laundry, and lounging, dispensing clothes and hygiene supplies, and providing meeting space for social workers and other professionals from other organizations to provide services to guests, including housing and job services. The use will not include overnight shelter, but may include cots for sleeping during operating hours.

5) **Rent.** Rent shall consist of Basic Rent and such Additional Rent as may apply. TENANT 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) **Basic Rent.** TENANT shall pay \$1.00 in advance, before taking possession of the Leased Premises, as Basic Rent for the entire term of this Lease, including any renewals.
- b) **Additional Rent.** Additional Rent means all amounts, other than Basic Rent provided for in Paragraph (5-a) above, that TENANT shall be obligated to pay under this paragraph or other provisions of this Lease. Additional Rent includes (1) TENANT's obligation to reimburse LESSOR for the cost of utilities, maintenance, repair, and replacement ("Operating Costs") and (2) other costs TENANT is required to pay to LESSOR or third parties under this Lease, which costs LESSOR shall have the right but not the obligation to pay after reasonable written notice to TENANT to the extent necessary to protect LESSOR's interest in the Leased Premises ("TENANT Costs"). In the event LESSOR pays any such TENANT Costs on behalf of TENANT, the payments so paid shall become Additional Rent, and shall be due and payable by TENANT with the payment of Additional Rent for Operating Costs next required after written notice of same to TENANT by LESSOR.

TENANT shall pay Additional Rent for Operating Costs to LESSOR in equal monthly installments of \$1,350.00 per month, which LESSOR and TENANT agree is a reasonable estimate of 1/12 of anticipated annual Operating Costs to be incurred by LESSOR. Within thirty (30) days after the end of the term or any renewals, LESSOR will provide TENANT with an accounting of Operating Costs, including a statement of any amount by which the sum of TENANT's monthly installments exceeds or is less than the actual amount. Any excess shall be refunded to TENANT. Any shortfall shall be paid by TENANT as Additional Rent.

TENANT shall make payments of Basic Rent and Additional Rent to LESSOR at the following address:

Fire Department – 645 Randolph Avenue, Saint Paul, MN 55102

The applicable account number for City Finance Accounting Code is:

to be determined by LESSOR

- 6) **Taxes.** LESSOR represents that the Leased Premises is exempt from property taxes and LESSOR and TENANT shall operate the Leased Premises in a manner that will maintain the tax exempt status of the Leased Premises. LESSOR shall be responsible for and pay assessments and service charges against the Leased Premises attributable to TENANT's use of the Leased Premises.
- 7) **Utilities and Services.**
- a) TENANT shall contract with the suppliers of cable, telephone and internet service provided or used in or at the Leased Premises, under TENANT's name, and shall be solely responsible during the Term for promptly paying directly to the applicable utility company. TENANT will also obtain and pay for all necessary hook-up and connection charges.
 - b) LESSOR shall provide and pay electrical, natural gas, water, sewer, and trash hauling costs as they are incurred.
- 8) **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 subject to any reasonable conditions TENANT may impose to protect the interests of TENANT's guests or, in the event of an emergency, at any time for any legitimate purpose related to the emergency.
- 9) **Insurance.**
- a) **LESSOR'S Insurance.** LESSOR shall acquire and keep in effect during the term of this agreement the following coverage:
 - i) FIRE AND ALL RISK INSURANCE, LESSOR shall purchase and pay for, without reimbursement by TENANT. TENANT shall be responsible for insurance of its own property.
 - b) **TENANT'S Insurance.** TENANT shall acquire during the term of this lease the following coverage:
 - i) 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 the TENANT. 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 \$500,000 per accident and with an all states endorsement.
- v) TENANT shall supply to LESSOR current insurance certificates for policies required in Paragraph (8). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
- vi) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the TENANT 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 the LESSOR of any statutory limits or exceptions on liability.
- viii) TENANT 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 deliver copies of the policies to LESSOR on the date of TENANT'S execution of this agreement. The policies required in Paragraph (8) shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving LESSOR thirty (30) days' written notice of any changes or cancellation per the terms of the policy.
- ix) TENANT'S purchase of such insurance does not act as a waiver of any defenses, limits or immunities provided under Minnesota Statutes Chapter 466.

c)

10) Cancellation or Termination.

- a) LESSOR shall have the right to cancel and terminate this Lease at any time during the term hereof if TENANT ceases to operate space as provided in this Lease, by giving TENANT notice in writing at least ninety (90) days prior to the date when such termination shall become effective if TENANT fails to re-commence operations within such ninety (90) days. In the event of such termination, and on the effective date of such termination, LESSOR shall return any unearned rent paid by the TENANT without interest.
- b) TENANT shall have the right to cancel and terminate this lease at any time during the term hereof by giving LESSOR at least thirty (30) prior to the date when such termination shall become effective.
- c) LESSOR and TENANT shall cooperate with each other in obtaining and maintaining legal authority for TENANT to use the Leased Premises as described in this Lease during the term of this Lease, including any renewal.

11) 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 served personally on LESSOR or TENANT, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to TENANT at the address stated on Page (1) and to LESSOR at the Fire Department, 645 Randolph Avenue, Saint Paul, Minnesota, 55102. Notice by email, text or other written media shall be effective if transmitted to an address provided by party to receive notice from an address provided by the party giving notice. Nothing herein shall preclude the giving of such address change notice by personal service. The address to which the notice shall be mailed or transmitted may be changed by written notice given by either party to the other.

12) Assignment and Subletting. TENANT 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 assign or sublease the Leased Premises. TENANT shall not be deemed to have assigned or subletted the Leased Premises by reason of providing social workers, occupational therapists, or similar service providers access to the Leased Premises with TENANT from time to time for the purpose of providing services consistent with TENANT's permitted use of the Leased Premises.

13) Maintenance and Repairs.

LESSOR shall be responsible for all repairs, maintenance and replacement of the Leased Premises, including but not limited to emergency repairs of any kind, as necessary 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 and maintenance needed to keep the Improvements on the Leased Premises in good condition, including (a) the exterior (including windows and doors) and interior structure of the buildings or structures, (b) the roof or roofs, (c) the heating, ventilating and air conditioning systems therein, (d) all electrical, plumbing, lighting, mechanical systems, fire suppression equipment, i.e. fire sprinkler system; (e) all paved and landscaped grounds and fences within the Leased Premises; and (f) sweeping and removing ice and snow from the parking lot within the Leased Premises and sidewalk adjacent to the Leased Premises.

TENANT shall be responsible for the cost of all maintenance and repairs incurred by LESSOR at the Leased Premises, which costs are included in the Additional Rent provided in Paragraph (5-b).

TENANT shall be responsible for day-to-day upkeep of the interior of Leased Premises, including cleaning, and janitorial services, at TENANT's sole expense. TENANT shall provide LESSOR with prompt notice of any required maintenance, repair or replacement. If LESSOR fails to maintain, repair, or replace any component of the Leased Premises within a reasonable time after notice from TENANT, TENANT shall have the right, but not the obligation, in TENANT's discretion to (i) maintain, repair or replace such component of the Leased Premises and recover the cost from LESSOR, or (ii) terminate this Lease by thirty (30) days' written notice to LESSOR.

- 14) **Surrender of Premises.** TENANT, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its tenant build outs and trade fixtures provided by LESSOR to LESSOR in as good order and condition as the property was delivered to TENANT.

15) **Indemnity and Release.**

- a) TENANT agrees to indemnify, defend, save and hold harmless the City of Saint Paul and any agents, attorneys, officers and employees thereof from all claims, demands, actions or causes of action of whatsoever nature or character, to the extent arising out of the operations or business activities of TENANT or allowed by TENANT taking place on the Leased Premises.

It is fully understood and agreed that TENANT is aware of the condition of the Leased Premises and leases the same "as is." TENANT further releases, waives and covenants not to sue LESSOR from all liability, claims, demands, losses and damages on account of injury, death or damage to property arising out of the use of the Leased Premises under this Lease,

16) **Pollution and Contaminants.**

- a) LESSOR represents and warrants to TENANT that (a) to LESSOR's actual knowledge,

there are no current or pending violations of Environmental Laws with respect to the Leased Premises, and (b) to LESSOR'S actual knowledge, there are no Hazardous Materials present on the Premises that are currently required by Environmental Laws to be encapsulated, removed, cleaned, maintained and/or monitored.

- b) TENANT shall comply with all Environmental Laws applicable to TENANT's use of the Leased Premises.
- c) LESSOR shall bear all costs and expenses arising from maintaining the Leased Premises in compliance with Environmental Laws, except to the extent attributable to TENANT's use of the Leased Premises. TENANT shall have no liability for fines, forfeitures, penalties, damages, or expenses of any kind arising from the failure by LANDLORD to comply with Environmental Laws.
- d) TENANT shall bear all costs and expenses arising from compliance with Environmental Laws applicable to TENANT's use of the Leased Premises,.

"Environmental Laws" means all present or future federal, state and municipal laws, ordinances, rules and regulations regulating or relating to health, safety, or environmental conditions at, on, in, under, or about the Leased Premises and any common or civil law obligations including but not limited to nuisance or trespass.

"Hazardous Substances" means and includes any substance, material, waste, pollutant, or contaminant that is or could be regulated under any Environmental Laws or that may adversely affect human health or the environment, including but not limited to any solid or hazardous waste, hazardous substance, asbestos, petroleum (including but not limited to crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material).

"Landlord's actual knowledge" means the actual knowledge, without further investigation, of Landlord as of the date of this Lease.

- 17) **Controlling Lease.** In the event there is any prior existing lease or rental agreement between TENANT 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.
- 18) **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the Leased Premises becomes untenable or unfit for occupancy due to such damage during the term of this Lease, LESSOR and TENANT, each in its own discretion, may:
 - a) terminate the lease upon thirty (30) days' written notice to the other party; or
 - b) by mutual agreement, if funds are available from insurance or other sources, within thirty (30) days agree to restore the Leased Premises within a reasonable time

period following the casualty, charging the costs as agreed by the parties.

If neither party terminates this Lease, and both parties do not agree to restore the Premises, this Lease shall be deemed to be terminated.

19) Events of Default. The occurrence of any of the following events during the term of this Lease shall constitute an event of default by TENANT:

- a) the filing of a petition to have TENANT adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by TENANT;
- b) in the event a petition to have TENANT adjudicated bankrupt is filed against TENANT, the failure to dismiss such petition within ninety (90) days from the date of such filing;
- c) the assets of TENANT or of the business conducted by TENANT on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- d) TENANT makes any assignment for the benefit of creditors;
- e) the failure by TENANT to timely pay Basic Rent or Additional Rent as required by this Lease;
- f) the failure by TENANT to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or
- g) the failure by TENANT or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier; or
- h) the failure by LESSEE to satisfy any of the conditions of Paragraph 8 above.

It is an express covenant and agreement of LESSOR and TENANT that LESSOR may, at its election, terminate this lease in the event of the occurrence of any of the events described in this paragraph or in Paragraph 24 relating to liens by giving not less than ten days' written notice to TENANT; and when so terminated, LESSOR may reenter the Leased Premises. This lease and its Leased Premises shall not be treated as an asset of TENANT'S estate. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this lease, to exercise such rights and remedies as are provided in Paragraph 20 of this Lease.

20) Default Remedies. In the event an Event of Default occurs under Paragraph 19 of this Lease, LESSOR may exercise any one or more of the following remedies:

- a) reenter and take possession of the Leased Premises without termination of this lease, and use its best efforts to lease the Leased Premises to or enter into an agreement with another person for the account of TENANT;
- b) terminate this lease, exclude TENANT from possession of the Leased Premises, and use its best efforts to lease the Leased Premises to or enter into an agreement with another in accordance with applicable law;
- c) exclude TENANT from possession of the Leased Premises, with or without terminating this lease and operate the Leased Premises itself;
- d) terminate the lease, exclude TENANT from possession of the Leased Premises, sell all or any part of the Leased Premises on such terms and conditions as LESSOR, in its sole discretion, shall determine and retain all the proceeds of such sale for LESSOR'S own account;
- e) exercise any remedies available to it under the Minnesota Uniform Commercial Code; and/or
- f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of TENANT 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 or required by law.

- 21) **Default of Payment.** TENANT agrees that, should it default on any payment owing and due to be paid to LESSOR as provided in this agreement, including but not limited to Basic Rent and Additional Rent, then the remaining unpaid balance shall, at the option of LESSOR, immediately become due. TENANT further agrees that LESSOR may, at its option and without notice to TENANT, enter judgment against TENANT in Ramsey County District Court for the amount of the unpaid balance. And TENANT does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize LESSOR to enter judgment as provided above. TENANT does hereby agree that LESSOR, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the

confession of judgment provided herein.

- 22) **Compliance with Laws.** The Leased Premises may be used for only the purposes stated herein. It is the sole and exclusive responsibility of TENANT 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 TENANT to comply with any of said laws, rules, regulations or ordinances will not relieve TENANT of the obligation to pay the rental provided herein.

In the event the proposed use of the Leased Premises shall be deemed to be unlawful, or shall be regulated in a manner that does not allow TENANT to provide its services and TENANT in its sole discretion deems to be necessary or desirable, TENANT shall have the right to terminate this Lease.

- 23) **Non-Discrimination.** TENANT 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, familial status, status with respect to public assistance, national origin, sexual or affectional orientation 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; sexual or affectional orientation;
- 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 TENANT shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.

- 24) **Liens.** TENANT shall not permit mechanic's 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 made to the Leased Premises, or for any other reason; provided that if TENANT shall first notify LESSOR of its intention to do so and shall deposit in escrow with LESSOR a sum of money or a bond or irrevocable letter of credit acceptable to LESSOR equal to the amount of the claim of lien, TENANT may in good faith contest any such claims or

mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of LESSOR, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, LESSOR may require TENANT to use the escrow account to promptly pay all such unpaid items and if TENANT fails to pay from the escrow account, LESSOR may pay and charge the TENANT as Additional Rent.

- 25) **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in TENANT'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, TENANT may terminate this Lease by giving to LESSOR thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. TENANT hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. TENANT may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
- 26) **Alterations.** TENANT will not make any alterations to the premises without the written consent of LESSOR, such consent not to be unreasonably withheld. If TENANT 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 TENANT at its own expense. All such work shall be performed under LESSOR'S supervision and any improvements made to the Leased Premises at TENANT'S expense shall become the property of LESSOR at the end of the lease term. TENANT 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.
- 27) **Amended.** This Lease may be amended only by mutual written consent of the parties hereto.
- 28) **Litigation Costs.** If LESSOR initiates action or litigation to enforce the provisions of this Lease against TENANT, LESSOR is entitled to reimbursement from TENANT of all reasonable costs and expenses, including reasonable attorney's fees paid or incurred by LESSOR in connection with such action or litigation.
- 29) **Entire Agreement; Governing Law; Venue.** This instrument contains the entire agreement of the parties as to its subject matter. This Lease shall be subject to and governed by the laws of the State of Minnesota, and all actions shall be venued in Ramsey County District Court.

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

LESSOR: City of Saint Paul

Mayor

City Clerk

Director – Office of Financial Services

Fire Chief – Fire Department

Assistant City Attorney
(Form Approval)

TENANT: Listening House of St. Paul, Incorporated

Its

Its

EXHIBIT A

Legal (Tax) Description and Depiction of Leased Premises

Lot 9 Block 28 of DAYTON AND IRVINE'S ADDITION

Subject to street; vacated street accruing in Document Number 1674039 and following:
Lot 9, Block 28, RICE AND IRVINES ADDITION and in said DAYTON AND
IRVINES ADDITION, Lot 9, Block 28, and RAMSEY TRIANGLE, Block 29



Summary Report	
Title	compareDocs Comparison Results
Date & Time	11/10/2020 12:58:14 PM
Comparison Time	7.11 seconds
compareDocs version	v4.3.600.4

Sources	
Original Document	[#162660310] [v6] Listening House Lease Agreement.DRAFT.clean.10092020 City Revisions.docx
Modified Document	[#162660310] [v7] Listening House Lease Agreement.DRAFT.clean.10092020 City Revisions LH Board 11.10.2020.docx

Comparison Statistics	
Insertions	28
Deletions	13
Changes	11
Moves	8
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	60

Word Rendering Set Markup Options	
Name	Stinson - Color
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Flatten Field Codes	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

Remove Personal Information	Word	False
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