

**STATE OF MINNESOTA
LEASE**

LEASE NO. 12151

THIS LEASE is made by and between the City of Princeton, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of Department of Human Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Princeton, County of Mille Lacs, Minnesota 55371:

approximately one thousand two hundred sixty (1,260) usable square feet of storage space (18' x 70'), in Bay 5 of the Princeton Fire Station located at 305 21st Aveni.I South.

2. **USE** LESSEE shall use and occupy the Leased Premises only as storage space and for such related activities.
3. **TERM** The term of this Lease is five (5) years, commencing January 1, 2020 and continuing through December 31, 2024 ("Lease Term").

4. **PAYMENT OF RENT**

- 4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease, LESSEE agrees to pay to LESSOR the sum of twenty five thousand and no/100 dollars (\$30,000.00) for the term of the Lease, payable in the amount of one thousand five hundred and no/100 dollars (\$1,500.00) per quarter, payable on March 30, June 30, September 30, and December 31 of each year of the Lease Term.

4.2 LESSEE shall mail or deliver the quarterly fee on the dates set forth above to LESSOR at the following address:

City of Princeton City
Hall
705 N 2nd St
Princeton MN 55371

4.3 LESSOR agrees to mail or personally deliver to LESSEE all original bills and rental statements as follows:

Leasing Analyst
Department of Human Services
444 Lafayette Rd
PO Box 64990
St Paul MN 55164-0990

4.4 LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5. TERMINATION

5.1 In the event that the Minnesota State Legislature does not appropriate to the Department of Human Services funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by LESSEE upon giving thirty (30) days written notice.

5.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease is subject to cancellation upon thirty (30) days written notice by LESSEE for any reason except lease of other non- state-owned land or premises for the same use.

5.3 Notwithstanding Clauses 5.1 and 5.2 above, this Lease may be terminated by either LESSEE or LESSOR for any reason at any time upon giving thirty (30) days prior written notice to the other party.

5.4 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.

6. **QUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

- 6.1 **Management** LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- 6.2 **Common Areas** LESSOR shall provide sufficient light and maintenance to the common areas and public access areas to the Leased Premises so that such areas shall be safe and reasonably comfortable.
- 6.3 **Maintenance** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease.
- 6.4 **Repairs** LESSOR shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, including any improvements to the Leased Premises, whether or not the improvement was paid for by LESSEE. However, that LESSOR shall not be responsible for repairs upon implements or articles, which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
- 6.5 **Delivery of Leased Premises** LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 6.6 **Quiet Enjoyment** LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease and any extension or renewal thereof.
- 6.7 **Taxes and Assessments** LESSOR shall be responsible for payment of all taxes and assessments upon the Leased Premises.
- 6.8 **Exterior Lighting** LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.

7. **DUTIES OF LESSEE**

- 7.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease for any purpose within the scope of this Lease.

- 7.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 7.3 LESSEE shall not assign, sublet, or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.
- 7.4 LESSEE shall make no alterations, additions or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of LESSOR, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear and floor covering affixed to the floor shall likewise become the property of LESSOR.
- 7.5 LESSEE agrees to observe reasonable precautions to prevent waste of electricity, water, or any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

8. INSURANCE

- 8.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 8.2 Liability LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSOR'S liability shall be governed by the provisions of Minn. Stat. §466 and other applicable law. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

9. DESTRUCTION

- 9.1 If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, or LESSEE is unable to conduct its business, the rent shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to a tenable condition.

9.2 LESSOR and LESSEE further agree that if LESSEE is unable to conduct its business due to the damage or destruction of any adjacent property (Adjacent Property) required to conduct LESSEE'S business, due to fire, tornado, flood, civil disorder or any cause whatsoever, the rent shall be abated from the time of such damage of said Adjacent Property and LESSEE may relocate to alternative space until said time as LESSEE is able to conduct its business at the Leased Premises.

10. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR 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 LESSOR shall fails 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, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days written notice or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or LESSEE shall have a specific right to set-off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.
11. **DEFAULT BY LESSEE** In the event of any failure of LESSEE to perform any of the terms, conditions or covenants of this Lease to be observed or performed by LESSEE for more than thirty (30) days after written notice of such default has been given to LESSEE, LESSOR shall have the right, at its option, to terminate this Lease. Upon such termination LESSEE shall quit and surrender the Leased Premises to LESSOR. Upon such termination, LESSOR or LESSOR'S agent may reenter the Leased Premises and remove all or any persons therefrom by proceeding at law and thereby repossess and enjoy the Leased Premises; and by such repossession and reentry, LESSOR shall not be deemed to have waived its right (if any) to collect rent due (if any) from LESSEE hereunder or to enforce the other obligations of LESSEE hereunder.
12. **AUDIT** Pursuant to Minn. Stat., §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
13. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
- 13.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.

13.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

14. **NOTICES** All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

City of Princeton City
Hall
705 2nd St N
Princeton MN 55371

LESSEE:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309 St
Paul MN 55155

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) Indicated below Intending to be bound thereby.

LESSOR:
CITY OF PRINCETON

Lessor certifies that the appropriate person(s) have executed
The lease on behalf of Lessor as required by applicable
Articles, bylaws, resolutions and ordinances

LESEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____

Title _____

Date _____

By _____
Real Estate & Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES

By _____

Title _____

Date _____

LESSEE:
STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION COMMISSIONER

APPROVED:
STATE OF MINNESOTA