

## LEASE FOR USE OF CITY FACILITY

THIS LEASE FOR USE OF CITY FACILITY (the "Lease") is made and entered into effective as of \_\_\_\_\_ (the "Effective Date"), by and between the City of Long Lake ("Landlord"), whose address is 450 Virginia Avenue, Long Lake, Minnesota 55356, and the Lake Minnetonka Cable Commission, a joint powers entity ("Tenant"), whose address is 4071 Sunset Drive, Spring Park, MN 55384. Landlord and Tenant are sometimes collectively referred to herein as the "parties" or each a "party".

### RECITALS

WHEREAS, Landlord is the owner of the real property located at 2145 Daniels Street, Long Lake, Minnesota and described as Lots 5 and 6, Block 1, Shaughnessy Circle (PID No. 34-118-23-24-0075)(the "Property"); and

WHEREAS, Landlord owns a building located on the Property that houses the City of Long Lake's Public Works Department (the "Public Works Building"); and

WHEREAS, Tenant desires to lease a portion of the Public Works Building, as defined herein (the "Premises") to use as a media broadcasting facility, and the City is willing to lease the Premises to Tenant upon such terms and conditions as are expressed herein.

NOW, THEREFORE, Landlord and Tenant hereby covenant and agree as follows:

PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby rent from Landlord, upon the terms and conditions set forth herein, the Premises, which is located within the Public Works Building at 2145 Daniels Street, Long Lake, Minnesota 55356. The Premises is described in Exhibit A, attached hereto and made a part hereof.

### TERM.

Initial Term. The initial term of this Lease shall commence on the Effective Date and terminate on December 31, 2029 (the "Initial Term"), unless earlier terminated as provided herein.

Renewal Term(s). The term of this Lease shall automatically renew on the same terms and conditions herein, for up to five (5) additional periods of one (1) year each (each a "Renewal Term"), unless earlier terminated as provided for herein.

Termination. During the Initial Term, this Lease may be terminated by either party, for any reason or no reason, upon one year's written notice to the other party. During any Renewal Term, this lease may be terminated by either party, for any reason or no reason, upon one hundred and eighty (180) days' notice to the other party. During the Term of this Lease, either party may also terminate this Lease immediately, based upon a breach of the terms herein (such termination a "Termination for Cause"). However, a Termination for Cause shall not take effect until after the breaching party has been provided notice of the breach and a thirty (30) day opportunity to cure. Those aspects of this Lease which are intended by their nature to survive termination, shall so survive. This shall include, without limitation,

Indemnity, Liens, Assignment and Subletting, Tenant's Liability, Compliance with Laws, and Applicable Law, and all subparagraphs thereof.

The Initial Term and all Renewal Term(s) are collectively referred to herein as the "Term".

MAINTENANCE. Landlord shall be responsible for maintenance and repair of all structural components, heating, ventilation, air conditioning, electrical, plumbing and mechanical systems of the Premises. Tenant shall otherwise keep and maintain the Premises in as good or better condition as the same was upon the commencement of this Lease, ordinary wear and tear and insured casualty excepted. Tenant's maintenance obligation shall be limited to ordinary day-to-day maintenance and shall not include any obligation to replace any fixture, facility or system in the Premises unless directly damaged by Tenant's use.

LAWN CARE AND SNOW REMOVAL. Landlord will be responsible for all snow removal; and for maintaining the surrounding property, including lawn care, surrounding the Premises.

UTILITIES. All utilities associated with the Premises, with the exception of telephone service or internet, will be the responsibility of the Landlord. Tenant will be responsible for its own expenses relating to telephone or internet service associated with the Premises.

REAL ESTATE TAXES. In the event that the Premises is sold or transferred to a non-tax exempt authority, Landlord shall be responsible for all real estate taxes and special assessments.

#### RENT.

Base Rent. Base rent shall be payable in advance on or before the first day of each and every month, commencing on the Rent Commencement Date, as defined herein, and continuing during the Term. The first Lease year shall be a portion of a calendar year and shall run from the Effective Date through December 31, 2024. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord "Base Rent" for the Premises of one thousand two hundred fifty and No/100 Dollars (\$1,250) per month. On January 1<sup>st</sup> of each year thereafter, the Base Rent will increase over the previous calendar year's Base Rent by five percent (5%). The first payment of 2024 shall be due within ten (10) days of the Rent Commencement Date, however, this shall not alter the payment due date for any month subsequent to the Rent Commencement Date. The "Rent Commencement Date" shall be the date on which Tenant takes possession of the Premises for business (and not solely construction/build out) use, or July 1<sup>st</sup>, 2024, whichever occurs first. Tenant and Landlord agree to memorialize, in writing, the agreed upon Rent Commencement Date after it is known.

Late Payment Fee. If Tenant fails to pay Rent, or any installment thereof, by the tenth day of the month in which such payment is due and payable, Tenant shall automatically be assessed and shall pay, as additional rent and not as a penalty, a late charge equivalent to five percent (5%) of the amount of such late payment.

LIENS. Tenant shall not suffer or permit any statements of mechanic's or other liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be promptly discharged of record or shall deposit with the court an amount equal to one hundred twenty-five percent (125%) of the amount

claimed, within thirty (30) days after the date of actual notice to Tenant of filing the same. If Tenant shall fail to discharge such lien or to deposit such amount within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, and all necessary disbursements in connection therewith, together with interest thereon at the lower of the maximum rate allowed by applicable law or the rate of twelve percent (12%) per annum from the date of payment. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

#### ASSIGNMENT AND SUBLETTING.

Transfers Prohibited. Tenant shall not assign or transfer any of its rights under this Lease or sublease any part of the Premises. Any assignment or subletting of the Premises is prohibited without the individualized written consent of Landlord.

#### DEFAULTS OF TENANT AND LANDLORD'S REMEDIES.

Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

Failure to Pay Base Rent or Other Rent Owed. Tenant shall fail to timely pay any amount of Base Rent or other rent due hereunder, and such failure shall continue uncured for more than five (5) days after receipt of notice thereof from Landlord.

Failure to Perform. Tenant shall fail to perform any other covenant of this Lease and Tenant does not cure or reasonably commence and proceed diligently to cure such failure within twenty (20) days after receipt of notice thereof from Landlord.

Bankruptcy. If during the Term: (i) Tenant shall make an assignment for the benefit of creditors; or (ii) Tenant files a voluntary petition under the Bankruptcy Code of the United States or any state statute similar thereto, or Tenant be adjudged insolvent or bankrupt pursuant to an involuntary petition; (iii) a receiver or trustee is appointed for the property of Tenant by reason of insolvency of Tenant; (iv) any department of the state or federal government, or any officer thereof duly authorized, takes possession of the business or property of Tenant by reason of the insolvency of Tenant; (v) Tenant continues in possession without the appointment of a receiver or trustee under Chapter 11 of the Bankruptcy Code; or (vi) Tenant is the subject of any petition or proceeding related to relief from creditors.

Remedies. If an Event of Default occurs, Landlord may at any time thereafter:

Terminate this Lease. Terminate this Lease, and upon such termination, Tenant shall quit and surrender the Premises to Landlord, but Tenant shall remain liable as provided in this Lease;

Re-Enter the Premises. Landlord or Landlord's agents and servants may, immediately or at any time after and Event of Default by Tenant, re-enter the Premises and remove all persons

and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Premises, together with all additions, alterations, and improvements thereto, without such re-entry and repossession working forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the Term hereof; and/or

Re-Let the Premises. Upon the expiration of the Term by reason of any of the events described herein, or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of this Lease on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), Landlord may, at its option, at any time and from time to time, relet the Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefore, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions, and charges paid, assumed or incurred by Landlord in reletting the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term as originally granted or for a longer or shorter period.

Tenant's Liability. If this Lease is terminated and/or the Premises is re-entered by Landlord pursuant to a default by Tenant of the terms and conditions of this Lease, whether or not the Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of this Lease, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the Term the equivalent of the amount of all the Base Rent and Additional Rent required herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which, at the time of such termination or such recovery of possession by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Premises for the balance of such Term.

Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. A receipt by Landlord of Base Rent or Additional Rent, including payment of Base Rent or Additional Rent by Tenant's receiver, trustee in bankruptcy, creditor, or assignee, with or without knowledge of a breach of any covenant hereof (other than the covenant for the payment of such Base Rent or Additional Rent), shall not be deemed a waiver of such breach. In addition to other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of this Lease.

CONDITION OF PREMISES AT TERMINATION. At the termination of this Lease by lapse of time or otherwise, Tenant shall return the Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear, and subject to the terms of the "Tenant Improvements" Section set forth below.

USE OF PREMISES. The Premises shall be used as a media broadcasting facility and for uses ancillary thereto. Tenant shall not use or occupy the Premises or knowingly permit the Premises to be used or occupied in any manner that would cause structural injury to the Premises or cause the value or usefulness of the Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or that would constitute a public or private nuisance or waste, or that would disturb Landlord's use of the remainder of the Property. Tenant shall promptly, upon discovery of any such use or violation, take all necessary steps to compel the discontinuance of such use and/or violation.

COMPLIANCE WITH LAWS.

General. Tenant, at its sole expense, shall promptly comply with all laws, ordinances and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Premises during the Term.

Permits. Tenant shall comply with all permits, licenses, and similar authorizations to use the Premises for the aforesaid purpose required by any governmental authority having jurisdiction over the use thereof.

Environmental Laws. Tenant represents, warrants and covenants to Landlord that its use of the Premises shall remain in compliance with all applicable federal, state and local laws, ordinances, and regulations and rules (including consent decrees and administrative orders) presently in force or hereinafter enacted relating to environmental quality; storage, generation, manufacture, contamination, and clean-up of hazardous material; public health and safety; and protection of the environment; all as amended and modified from time to time (collectively, the "Environmental Laws"). All governmental permits relating to the use or operation of the Premises required by the applicable Environmental Laws are and will remain in effect, and Tenant will comply with same. For the purposes of this Lease, the term "hazardous material" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitations, PCBs, asbestos, asbestos-containing material, petroleum and petroleum-based products, and raw materials that are included or regulated by any Environmental Laws or that would pose a health, safety or environmental risk.

LANDLORD'S ACCESS TO PREMISES.

Inspection. Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Premises at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or of the Board of Fire Underwriters or any similar board. Nothing herein shall imply any duty upon the part of Landlord to do any such work that, under any provision of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Premises, reasonably keep and store upon the Premises all necessary materials, tools, and equipment. Landlord shall not, in any event, be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Premises, or on account of bringing materials, supplies, and equipment onto or through the Premises during the course thereof, and the obligations of Tenant under this

Lease shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

Showing/Advertising for Sale or Rent. Landlord is hereby given the right during usual business hours to enter the Premises to exhibit the same for the purpose of sale or Lease during the final six (6) months of the Initial Term and any Renewal Term.

INDEMNITY. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims by or on behalf of any person(s), firm(s), and/or corporation(s) arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Premises by Tenant, its agents, consultants, employees, vendors, independent contractors, clients, or licensees, and will further indemnify, defend and hold Landlord harmless against and from any and all claims arising during the Term from any condition of the Premises or from any condition of any street, curb, or sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, to the extent the condition of the Premises or other designated areas directly resulted from the Tenant's use, or directly from the use of its agents, consultants, employees, vendors, independent contractors, clients, or licensees, or arising from breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act of negligence of Tenant, or any of its agents, consultants, employees, vendors, independent contractors or licensees, or arising from any accident, injury or damage whatsoever caused by Tenant, or any of its agents, consultants, employees, vendors, independent contractors, clients, or licensees, to any person, firm or corporation during the Term, in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

NOTICES. Any notice, election, request, or other communication herein required or permitted to be given or served shall be delivered to the other party hereto (with receipt obtained therefrom), or mailed by United States certified mail, return receipt requested, postage prepaid, properly addressed to such other party at the following address:

If to Landlord:                   City of Long Lake  
  Attn: City Administrator  
  450 Virginia Avenue  
  PO Box 606  
  Long Lake, MN 55356

If to Tenant:                    Lake Minnetonka Cable Commission  
  Attn: Operations Manager  
  4071 Sunset Drive, P.O. Box 385  
  Spring Park, MN 55384

Unless and until changed by notice as herein provided, notices and communications shall be addressed to the above-listed addresses. Each such mailed notice or communication shall be deemed to have been given to, or served upon the property to which addressed, (i) on the date the same is personally delivered or (ii) on the date set forth in the certified receipt. All payments



required to be paid to Landlord by this Lease shall be made to Landlord at the address designated above, or as may be hereafter designated.

TENANT IMPROVEMENTS. Tenant may make reasonable improvements to the Premises to facilitate Tenant's intended use. However, all such improvements shall be subject to the reasonable approval of Landlord. Upon installation, any approved improvements to the Premises which are fixtures shall become a part of the Premises and the property of Landlord. Upon the termination, cancellation or expiration of this Lease, all such approved fixture improvements shall remain with the Premises.

#### MISCELLANEOUS.

Applicable Law. The parties acknowledge that this Lease is subject to the provisions of applicable federal, state and local laws and regulations. Any obligation, duty or provision under this Lease that conflicts with any provision of applicable federal, state or local laws or regulations, is to that extent void. This Lease has been made, and its validity, performance and effect shall be determined, in accordance with the internal laws of the State of Minnesota. Any action to enforce the terms of this Lease shall be brought in a court of competent jurisdiction within Hennepin County, Minnesota.

Entire Agreement and Modification. This writing contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

Waiver. The waiver of either party of a breach or violation of, or failure of either party to enforce any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

Release of Landlord. If Landlord sells or otherwise transfers all of its interest in the Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under this Lease, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any obligation or duty of Landlord hereunder.

Severability. If any part of this Lease or the application thereof to any person or circumstances is, to any extent, invalid or unenforceable under applicable law, the remainder thereof and the application of such terms, provisions, and condition to persons or circumstances other than those as to whom it is invalid or unenforceable shall not be affected thereby, and this Lease and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

Binding Effect. All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

Counterparts/Execution: This Lease may be signed in any number of counterparts and each such counterpart shall be deemed an original for all purposes and all such counterparts shall collectively constitute one instrument. For purposes of execution of this Lease, facsimile or PDF of an electronically scanned signature shall be effective as originals.

Limited Use of Council Chambers: Tenant desires to occasionally utilize, as a meeting space, the Long Lake City Council Chambers located at 450 Virginia Avenue (the "Council Chambers") in order to conduct limited business related to Tenant's primary business function. Tenant shall submit such utilization requests to Landlord and shall provide reasonable notice of Tenant's dates and times of requested use. Such requests shall be reviewed in the discretion of Landlord, however, such requests shall not be unreasonably denied. Tenant's utilization of the Council Chambers shall not exceed usual Long Lake City business hours, unless additional times are specifically approved by Landlord. Nothing in this Section shall be interpreted to require Landlord to incur any additional staffing costs or time commitments or other costs in order to accommodate meetings held inside or outside of Long Lake City business hours. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims by or on behalf of any person(s), firm(s), and/or corporation(s) arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Council Chambers by Tenant, its agents, consultants, employees, vendors, independent contractors, invitees, clients, or licensees, during Tenant's use of the Council Chambers. Tenant may not damage or alter the Council Chambers without the written consent of Landlord. After each use of the Council Chambers, Tenant shall restore the Council Chambers to the condition of the same or better when Tenant commenced Tenant's specific use of the Council Chambers.

[Signatures on following page]



**IN WITNESS WHEREOF**, the parties have executed this Lease the day and year first above written.

**LANDLORD:**

CITY OF LONG LAKE

By \_\_\_\_\_  
City Administrator

Date \_\_\_\_\_

**TENANT:**

Lake Minnetonka Cable Commission

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**

**(the "Premises" Description)**

Approximately 1200 sq. ft of office space on the first floor in the Northeast corner of the public works building located at 2145 Daniels Street.

Also includes one parking stall inside the building to be identified by the Public Works Director. Staff reserves the right to re-designate the parking stall at any time.