

LEASE

This **LEASE** (“Lease”) is made and entered into as of the 1st day of October, 2025 (“Effective Date”), and is by and between Ramsey County, a political subdivision of the State of Minnesota (“Landlord”) and New Brighton Area Historical Society, a Minnesota non-profit corporation (“Tenant”).

RECITALS

- A. Landlord is the fee owner of certain real property legally described on **Exhibit A** (the “Leased Premises”); and
- B. Tenant desires to lease the Leased Premises from Landlord and Landlord has agreed to lease the Leased Premises to Tenant on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and or other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Landlord and Tenant agree as follows:

ARTICLE 1 DEMISE OF LEASED PREMISES

Section 1.1 Demise. Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, upon the terms and conditions set forth herein, and in consideration of the payment of the rents and the performance by Tenant of the covenants and agreements, set forth herein, to be kept and performed by Tenant.

Section 1.3 “As Is, Where Is” Conveyance.

- A. Tenant has been in sole possession of the Leased Premises since 1985 pursuant to a prior lease between Landlord and Tenant. Accordingly, Tenant has had a full and fair opportunity to inspect the Leased Premises. Accordingly, and except as specifically provided in this Lease, Tenant agrees to take the Leased Premises in the state and condition which they exist on the Effective Date “as is, where is” and with all faults, defects, and deficiencies, and without any obligation on the part of Landlord to make any investigations, remediation, monitoring, alterations, changes, improvements, repairs or replacements of any kind whatsoever. Landlord makes no covenants, representations, or warranties as to the quantity, quality, or condition of the Leased Premises, or their value or fitness for any specific purpose, and no such covenants, representations or warranties will be implied.

ARTICLE 2 TERM AND SURRENDER

Section 2.1 Term. The term of this Lease will commence on October 1, 2025 and end on September 30, 2035 (“Lease Term”), unless terminated sooner as provided in this Lease. The

term “Lease Term” shall include the Lease Term, as the same may be extended pursuant to Section 2.2, below.

Section 2.2 Extensions. Provided there is no uncured default by Tenant under this Lease, Tenant shall have three (3) separate, consecutive options option (each, an “Extension Option”) to extend the Lease Term for an additional ten (10) years for each such extension term. To exercise an Extension Option, Tenant shall, no later than ninety (90) days before the expiration of the then current Lease Term, provide written notice to Landlord, exercising such Extension Option. If Tenant does not timely exercise an Extension Option, then (i) that Extension Option shall be deemed waived, and (ii) and all future Extension Options, if any, shall automatically terminate and shall no longer be available to Tenant.

Section 2.3 Landlord Termination Right. Notwithstanding anything to the contrary contained herein, Landlord shall have the right to terminate this Lease at any time upon giving Tenant ninety (90) days written notice of such termination. If Landlord provides such notice of termination, this Lease shall terminate on the ninetieth (90th) day after the giving of such written notice.

Section 2.3 Surrender of Leased Premises. Upon the expiration or termination of this Lease by passage of time or other means, Tenant shall quit and surrender the Leased Premises to Landlord. The Leased Premises shall be surrendered to Landlord vacant, clean, and in good order, condition and repair, normal wear and tear excepted. Tenant shall remove all of Tenant’s equipment and personal property, and all telecommunications equipment and wires and cables installed by or on behalf of Tenant, and shall repair any damage to the Leased Premises caused by such removal. Any property not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord’s property, and may be retained by Landlord or removed or disposed of by Landlord, at Tenant’s expense, in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in effecting such removal or disposal. The provisions of this section shall survive the expiration or termination of this Lease.

Section 2.4 Holding Over. If Tenant shall remain in possession of the Leased Premises after the expiration or other termination of this Lease, Tenant shall be deemed a tenant of the Leased Premises from month to month and subject to all the terms and provisions of this Lease, except only as to the term of this Lease. Holdover rent shall be the same rent due and payable under the terms of the Lease immediately prior to termination.

ARTICLE 3

RENT

Section 3.1 Rent. Tenant will pay to Landlord throughout the Lease Term with respect to the Leased Premises, annual Rent in the amount of One Dollar (\$1.00).

Section 3.2 Net Lease. It is the intention and purpose of the parties that this Lease will be an entirely “net lease” to Landlord. Accordingly, all costs or expenses of whatever character, nature or kind, general and special, ordinary and extraordinary, foreseen or unforeseen, that may be necessary with respect to operation of the Leased Premises and any improvements thereon, or

Lessee's authorized use of the same, during the entire Term of this Lease, will be paid by Tenant. All provisions of this Lease relating to costs and expenses are to be construed in light of such intention and purpose to construe this lease as a "net lease."

ARTICLE 4

USE; MAINTENANCE; ASSIGNMENT AND SUBLETTING; Landlord ACCESS

Section 4.1 Permitted Use. Tenant will have the right to use the Leased Premises only for the operation of the Bulwer Junction – New Brighton Depot (the "Depot") as a historic museum, library and gift shop. Tenant shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses, or other authorizations required for its use of the Leased Premises. Tenant acknowledges and understands that the Leased Premises is within a regional park, and Tenant agrees that its use of the Leased Premises shall at all times be subject to any applicable programs, policies and/or ordinances governing the regional park or to which the regional park is subject.

Section 4.2 Prohibited Uses. Except as expressly permitted under this Lease, Tenant will:

- A. Not do anything or permit anything to be done upon the Leased Premises that would constitute a public or private nuisance or waste, or would tend unreasonably to disturb occupants of neighboring properties, or would cause structural injury to Landlord-owned improvements;
- B. Not use or occupy the Leased Premises or permit the Leased Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement, or regulation applicable to the Leased Premises, or in a manner that would violate any certificate of occupancy affecting the same, or for illegal or immoral purposes;
- C. Not remove, demolish, alter, or make additions to any improvements located on the Leased Premises, unless such activities are in compliance with applicable laws and have been approved by Landlord; and
- D. Observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exemptions and nonconforming uses), privileges, franchises, and concessions which are applicable to the Leased Premises.

Section 4.4 Maintenance, Repair, and Replacement. Tenant will at all times during the Lease Term maintain and keep each and every improvement, fixture, and other component of the Leased Premises, structural and non-structural, including without limitation the parking lot and all other common areas within the Leased Premises, in good repair and safe and working condition, and in full compliance with the requirements of all insurance coverages and with all laws, ordinances, and regulations then in force, making whatever repairs and replacements may be necessary or advisable under the circumstances.

Section 4.5 Assignment and Subletting. Tenant may not transfer or assign this Lease or any interest in this Lease, or sublet the Leased Premises or any portion of the Leased Premises for any reason without Lessor's written consent, which consent may be withheld by Lessor in its sole and absolute discretion.

Section 4.6 Landlord Right of Access. Landlord shall have the right to enter onto the Property, including the Leased Premises for inspections or for any other Landlord purpose at any time, but except in the case of an emergency, shall not enter onto the Leased Premises without prior notice to Tenant. Any third party with easement rights or other rights of access to the Leased Premises existing as of the Effective date shall continue to enjoy such rights unencumbered and unimpeded by the Permitted Use.

ARTICLE 5 PAYMENT OF TAXES AND UTILITIES

Section 5.1 Tenant Obligations. Tenant covenants and agrees to pay, before penalty attaches, when due, all real property taxes and special assessments due and payable with respect to the Leased Premises and any improvements on the Leased Premises for and during the term of this Lease.

Section 5.2 Mode of Payment. Tenant will pay the taxes, assessments and other charges enumerated in this Article and deliver to Landlord official receipts evidencing payment thereof, at least five days before the tax, assessment or other charge would become delinquent in accordance with the then applicable law governing such payments.

Section 5.3 Utilities. Tenant covenants and agrees to pay, before penalty or interest attaches or is assessed, when due, all fees and charges for all utilities serving the Leased Premises.

ARTICLE 6 DAMAGE OR DESTRUCTION

Section 6.1 Repairable Damage. If the building on the Leased Premises is damaged by fire or other casualty and can be repaired within a reasonable time, then Landlord, in its sole discretion and to the extent of insurance proceeds received pursuant to the Insurance provisions of this Lease, may repair such damage, and if such repairs are undertaken, this Lease and all of the rights and obligations contained in it will continue in full force and effect. If Landlord elects to make such repairs it will notify Tenant of such election in writing. Landlord's failure to so notify Tenant within thirty (30) days after the date of such damage or destructions shall be deemed to be Landlord's election not to make repairs. If Landlord notifies Tenant that it has elected not to make repairs (or is deemed to have made such election), then this Lease shall terminate on the date that is sixty (60) days after the date of damage or destruction.

Section 6.2 Total Destruction. In the event of the total destruction of the building on the Leased Premises, this Lease shall terminate on the date that is sixty (60) days after the date of such destruction.

ARTICLE 7
INSURANCE; INDEMNITY; IMMUNITIES; LIMITATION ON LIABILITY

Section 7.1 Insurance. Throughout the Term of this Lease, Tenant shall, at its own cost and expense:

- A. Purchase and maintain such insurance as will protect Landlord from claims which may arise out of, or result from, Tenant's Use under this Agreement, or anyone claiming by or through Tenant, or by anyone for whose acts or omissions anyone of them may be liable pursuant to this Agreement.
- B. Purchase and maintain the following coverages and comply with all provisions noted:
 - 1. Commercial General Liability Insurance.
 - a. \$ 1,000,000 per occurrence
\$ 2,000,000 aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,000,000 personal injury and advertising liability
\$ 5,000 per person medical payment
\$ 100,000 fire legal
 - b. This policy is to be written as acceptable to Landlord.
 - c. Landlord, its officials, employees, and agents, will be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.
 - d. Tenant will provide to Landlord Certificates of Insurance evidencing such coverage to Landlord throughout the Term of this Lease.
 - 2. Special Perils Property Insurance.
 - a. Coverage will be written on a replacement cost basis for the Depot building on the Leased Premises and any personal property and/or improvements or betterments of Tenant at the Premises.
 - b. Tenant hereby waives and releases Landlord, its officials, employees, agents, and officers from all claims, liability and causes of action for loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage. Tenant agrees that it will look to its own property insurance for reimbursement for any loss and will have no rights of subrogation against Landlord.
 - 3. Workers' Compensation as required by Minnesota Statutes.

Section 7.2 Indemnification. To the fullest extent permitted by law, Tenant will hold harmless and indemnify Landlord, its commissioners, officials, agents, and employees, from and against any and all loss, liability, costs, claims for damages, actions or causes of action arising out of the Permitted Use pursuant to this Lease.

Section 7.3 No Waiver of Immunities. Nothing in this Lease will constitute a waiver by Landlord of any statutory or common law immunities or liability limitations.

ARTICLE 8

TENANT'S REPRESENTATIONS, WARRANTIES, COVENANTS

Section 8.1 Tenant's Representations, Warranties, Covenants. Tenant represents, warrants, and covenants that:

- A. Tenant is a duly organized and validly existing nonprofit corporation, and is in good standing under the laws of Minnesota; and
- B. This Lease has been duly authorized by all necessary action on the part of Tenant, and those signing the Lease on behalf of Tenant have the requisite authority to bind Tenant to the terms and conditions of this Lease.

Section 8.2 Environmental Matters.

- A. Tenant will cause the Leased Premises at all times to be and remain in material compliance with all environmental laws and other applicable laws, ordinances, regulations, orders and decrees relating to public health and safety and protection of the environment. Tenant agrees to obtain and keep in effect all governmental permits and approvals relating to the use or operation of the Leased Premises and any improvements thereon required by applicable environmental laws.
- B. Tenant will not cause or permit to occur any generation, manufacture, storage, treatment, transportation, release, or disposal of any hazardous substance on, in, under, about or from the Leased Premises. If Tenant, or any of its employees, agents, contractors, suppliers, or invitees causes the release or disposal of any hazardous substance on, in, under or about the Leased Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove said hazardous substance to the extent required under environmental laws.
- C. Tenant will immediately notify Landlord of any release of any hazardous substance and will provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to compliance with environmental laws.
- D. The provisions of this Section shall survive the expiration, termination, satisfaction, or release of this Lease.

ARTICLE 9 DEFAULT

Section 9.1 Default by Tenant. The following will be deemed to be events of default by Tenant under this Lease:

- A. Tenant fails to pay any sums required to be paid under this Lease, and such default continues for ten days after Landlord has given Tenant written Notice of Default to Lessee; or
- B. Tenant defaults in the observance or performance of any other covenant, condition, representation, warranty, agreement, or provision of this Lease, and Tenant fails to remedy such default within 30 days after Notice of Default from Landlord to Tenant specifying the nature of the default; or
- C. Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or
- D. Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

Section 9.2 Remedy for Default. If there is an uncured event of default by Tenant under this Lease, Landlord may terminate this Lease, or Landlord may re-enter upon any part of the Leased Premises and the improvements situated on it, without terminating this Lease, either with or without process of law, Tenant waiving any demand for possession of the Leased Premises and any improvements situated on it. Landlord will also have all other remedies provided by law or in equity and this instrument.

Section 9.3 Payment by Tenant Upon Re-entry. Upon any such re-entry, whether or not Landlord terminates this Lease, Tenant will pay to Landlord upon demand:

- A. All Rent and any other amount due to Landlord at the time of such re-entry; and
- B. All costs and expenses incurred by Landlord to effect such re-entry, including, without limitation, reasonable attorneys' fees.

No such re-entry shall be deemed a termination of this Lease unless Landlord notifies Tenant in writing that this Lease is terminated; and any such termination shall be effective only as of the date set forth in such Notice of Default.

Section 9.4 Delay; Waiver. No delay or omission by Landlord to exercise any right or power accruing upon any noncompliance or default by Tenant with respect to any of the terms of this Lease will impair any such right or power to be construed as a waiver of the same. A waiver by Landlord of any of the covenants, conditions, or agreements of this Lease to be performed by

Tenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement contained in this Lease.

ARTICLE 10 CONDEMNATION

Section 10.1 Taking. If the whole or part of the Leased Premises is ever taken under the power of eminent domain, or purchased in lieu of condemnation of the same, then this Lease will terminate as of the day possession will be taken. The entire award for the taking of the fee and/or Leased interests, if any, will belong to Landlord.

ARTICLE 12 MISCELLANEOUS

Section 13.3 Governing Law; Venue. All of the rights and remedies of the parties under this Lease will be governed by the provisions of this instrument and by the laws of the State of Minnesota. This Lease will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Lease will be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.

Section 13.4 Cumulative Remedies. During the continuance of the Lease, Landlord and Tenant will have all rights and remedies which this Lease and the laws of the State of Minnesota assure to them. All rights and remedies accruing will be cumulative; that is, either party may pursue all rights that the law and this Lease afford to it, in whatever order such party desires and the law permits without being compelled to resort to any one remedy in advance of any other.

Section 13.4 Non-waiver. No waiver or of or breach of any covenant in this Lease will be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure in one instance by either party to exercise any right under this Lease, and no partial or single exercise of that right, will constitute a waiver of that or any other right or in any other instance, unless otherwise expressly provided in this Lease.

Section 13.5 Amendments. Any amendment, alteration, or modification of this Lease will be valid only when reduced to writing and signed by both parties.

Section 13.6 Entire Agreement. This instrument contains the entire agreement between parties.

Section 13.7 Relationship of the Parties. The relationship between the parties is that of landlord and tenant only. The parties are not partners, joint ventures, debtor/creditor, or any other relation other than landlord and tenant. Landlord and Tenant specifically acknowledge that all statutory proceedings regulating the relationship of a landlord and tenant respecting collection of rent or possession of the Leased Premises, apply to this Lease.

1. **Section 13.8** Notices. A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified

mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

If to Landlord:

Ramsey County
ATTN: Director, Ramsey County Parks & Recreation
2015 North Van Dyke Street
Maplewood, MN 55109

If to Tenant:

New Brighton Area Historical Society

Attn: Jim Nebel, President

Section 13.9 Data Practices. All data collected, created, received, maintained, or disseminated for any purpose in the course of Tenant's use of the Leased Premises is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 13.10 Counterparts; Electronic Signatures. Each person executing this Lease on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Lease and to bind such party with respect to all of its obligations hereunder. This Lease may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. Electronic signatures will be as valid as original signatures. The parties further agree that any document containing, or to which there is affixed, an electronic signature (e.g., DocuSign or other commonly-accepted commercial e-signature platform) will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation an electronically scanned and transmitted version (e.g., via PDF) of an original signature. A party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Lease.

Section 13.11 Severability. If any provision or term of this Lease for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions.

Section 13.12 Headings. The section headings herein are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Lease.

Section 13.13 Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Lease, and the Exhibits attached to this Lease, are true and correct and are incorporated into this Lease.

[The rest of the page is left blank intentionally; Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

Landlord	Tenant
Ramsey County	New Brighton Area Historical Society
By: _____ Rafael E. Ortega, Chair Ramsey County Board of Commissioners	By: _____ Jim Nebel, President
By: _____ Jason Yang, Chief Clerk Ramsey County Board of Commissioners	
<i>Approval Recommended:</i>	
By: <u>Mark McCabe</u> <small>Mark McCabe (Aug 27, 2025 15:44:47 CDT)</small> Mark McCabe, Director Department of Parks and Recreation	
<i>Approved as to form:</i>	
By: <u>Kathleen Ritter</u> <small>Kathleen Ritter (Aug 21, 2025 12:34:10 CDT)</small> Assistant County Attorney	

EXHIBIT A

Legal Description of the Property

