

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #20-143

RESOLUTION APPROVING SECOND ADDENDUM TO LEASE WITH YOUTH FIRST COMMUNITY OF PROMISE

WHEREAS, the City of Ramsey (the “Landlord”) executed a Lease Agreement (the “Agreement”) with Youth First Community of Promise (the “Tenant”) on October 26, 2016 to lease the southerly 4,820 square feet of 6701 Hwy 10 (the “Current Property”) from January 1, 2017 until December 31, 2021; and

WHEREAS, the City of Ramsey (the “Landlord”) executed an Addendum the Lease Agreement (the “Addendum”) with Youth First Community of Promise (the “Tenant”) on June 9, 2020 to lease the West 4,820 square feet of 6701 Hwy 10 (the “Temporary Lease Property”) from June 15, 2020 until August 31, 2020; and

WHEREAS, the Tenant has requested to erect a temporary shed next to the garden on Outlot A, Deal Industrial Park (the “Vacant Adjacent Lot”); and

WHEREAS, the City Attorney has drafted a Second Addendum to the Lease Agreement (the “Second Addendum”) outlining the terms and conditions of the lease and use of the Vacant Adjacent Lot.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) The City of Ramsey authorizes the Mayor and City Administrator to execute the attached Second Addendum to the Lease Agreement; subject to City Attorney approval.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 14th day of July, 2020.

Mayor

ATTEST:

City Clerk

**SECOND ADDENDUM
TO
LEASE AGREEMENT**

This Second Addendum to the Lease Agreement dated October 26, 2016, by and between **Youth First Community of Promise** and the **City of Ramsey**, is effective July _____, 2020.

Recitals

- A. Tenant rents 4,820 square feet of space in Landlord's building located at 6701 Highway 10 Northwest.
- B. The adjacent vacant property to the southeast is owned by Landlord and legally described as follows (the Vacant Lot):

Outlot A, Deal Industrial Park, County of Anoka, State of Minnesota.

PID 34-32-25-12-0010

- C. Tenant uses the Vacant Lot for gardening and outdoor recreational purposes, and desires to erect a temporary shed on the parcel.
- D. Landlord requires that Tenant's use be memorialized in this Second Addendum and be subject to the terms and conditions set forth below.

Agreement

- 1. **Leased Outdoor Space.** Tenant seeks to rent from Landlord, and Landlord agrees to rent to Tenant, subject to the terms contained herein.
- 2. **Term.** This Second Addendum runs concurrently with the term of the Lease Agreement, unless otherwise terminated earlier by Landlord or Tenant.
- 3. **Use.** The Vacant Lot may only be used for gardening, including the erection of a temporary shed as permitted in writing by the City, and for outdoor recreation, consistent with and in support of Tenant's educational and outreach programs. No additional structures of any kind may be built on the Vacant Lot. Any other use of the Vacant Lot must be approved in writing by Landlord prior to commencing such use.
- 4. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand rent in the amount of one dollar.
- 5. **Additional Rent.** In addition to the Rent set forth in Paragraph 4 of this Addendum, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Addendum.

Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Second Addendum by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 4.

6. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Vacant Lot during the Lease Term.
7. **Maintenance.** Tenant shall generally maintain the Vacant Lot in a neat and orderly manner. Landlord is responsible for mowing the property as deemed necessary by the Landlord.
8. **Tenant Improvements.** Other than a small shed as referenced in Paragraph 3, Tenant shall not erect any structures or otherwise make any improvements to the Vacant Lot without written permission from Landlord.
9. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Second Addendum and may not sublet, rent or permit occupancy or use of the Vacant Lot, or any part thereof, by any third party; no assignment or transfer of this Second Addendum or the Lease Agreement shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Second Addendum.
10. **Entry by Landlord.** Landlord or its agents or representatives may enter the Vacant Lot at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Vacant Lot to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.
11. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Vacant Lot, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might

otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Second Addendum.

12. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Vacant Lot during the Second Addendum Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.
13. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord.
14. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Vacant Lot. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Vacant Lot. All property kept, stored or maintained in the Vacant Lot shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Second Addendum. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Second Addendum with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Second Addendum Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of \$2,000,000.00 per occurrence or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

15. **Holding Over.** If Tenant remains in possession of the Vacant Lot, or any part thereof, after the expiration or termination of the Second Addendum Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Vacant Lot as a Tenant at will, subject to all the conditions, provisions and obligation of this Second Addendum insofar as the same can be applicable to a tenant at will. In the event of holding over by Tenant after expiration or termination of this Second Addendum without the written consent of Landlord, Tenant shall be in breach of this Second Addendum and Landlord shall be entitled

to all of its rights and remedies under this Second Addendum, in law, or in equity. No holding over by Tenant after the Second Addendum Term shall operate to extend the Second Addendum Term or renew this Second Addendum. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Vacant Lot covered hereby effective upon the expiration or termination of the Second Addendum.

16. **Surrender.** At the termination of this Second Addendum, Tenant shall surrender the Vacant Lot to Landlord with the shed removed at Tenant's cost.
17. **Eminent Domain.** If the entire Vacant Lot is taken by any public authority under the power or threat of eminent domain, then the term of this Second Addendum shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Vacant Lot is so taken and provided the Vacant Lot are not rendered untenable thereby, then this Second Addendum shall terminate only at the option of the Landlord. In the event that only a part of the Vacant Lot is so taken and that this Second Addendum does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Vacant Lot, and all other terms and provisions of this Second Addendum shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.
18. **Subordination.** Tenant agrees that, at the Landlord's election, this Second Addendum shall be subordinate to any land lease or mortgage now on or to be placed in the future on the Vacant Lot and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Second Addendum. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.
19. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Second Addendum or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.
20. **Captions.** The captions and headings herein are for convenience and reference only.

21. **No Partnership.** This Second Addendum does not create a joint venture or partnership relation between the parties hereto.
22. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Second Addendum shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Second Addendum at the addresses set forth below for each party, or if to a person not a party to this Second Addendum, to the address designated by a party to this Second Addendum in the foregoing manner.

Landlord: City Administrator
City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

Tenant: Executive Director
Youth First Community of Promise
6701 Highway 10 N.W.
Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Second Addendum.

23. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Second Addendum, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.
24. **Minnesota Law.** This Second Addendum shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the

Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Second Addendum.

25. **Entire Agreement.** This Second Addendum constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Second Addendum are contractual and are intended to be legally binding. This Second Addendum supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Second Addendum. No changes to this Second Addendum will be valid or enforceable unless they are in writing and signed by all the parties.
26. **Equal Drafting.** In the event any party asserts a provision of this Second Addendum is ambiguous, this Second Addendum must be construed to have been drafted equally by the parties.
27. **Savings Clause.** Each provision of this Second Addendum is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.
28. **Counterparts.** This Second Addendum may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

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