

STATE OF MINNESOTA

LEASE AGREEMENT

THIS LEASE AGREEMENT is between Kandiyohi County hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Eighth Judicial District, hereinafter referred to as LESSEE,

WITNESSETH; 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 Willmar, County of Kandiyohi, Minnesota, 56201:

Approximately two thousand six hundred six (2,606) usable square feet of first floor office space, as shown on the floor plan attached hereto as Exhibit A, ("Leased Premises"), in the Kandiyohi County Courthouse ("Building") located at 505 Becker Avenue SW.

2. USE

LESSEE shall use and occupy the Leased Premises only as office space and for such related activities.

3. TERM

The term of this Lease Agreement is five (5) years, commencing on May 1, 2021 and continuing through April 30, 2026.

4. Usable Space Measurements

4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Lessee and is the basis for calculation of rent payable hereunder.

4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

4.3 Exclusions and Deductions Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Premises of four (4) square feet or more is deducted.

5. RENT

5.1 Rent Payment In consideration for the covenants, representations and conditions of the Lease, LESSEE shall pay LESSOR rent for the Lease Term in the sum of one hundred fifty-four thousand four hundred five and no/100 dollars (\$157,663.20) payable in sixty (60) monthly installments of two thousand five hundred seventy-three and 43/100 dollars (\$2,627.72), representing a gross annual rent rate of \$12.10 per usable square foot.

5.2 Rent Billing Address LESSOR shall mail, e-mail or personally deliver original bills and rent statements to LESSEE at the following address:

8th Judicial District
Kandiyohi County Courthouse
505 Becker Avenue SW
Willmar, MN 56201

5.3 Rent Payment Address LESSEE shall mail by check or send an electronic payment at the end of the applicable calendar month to LESSOR at the following address:

Kandiyohi County
2020 23rd St NE #200
Willmar, MN 56201

5.4 Representation LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this LEASE.

6. PARKING LESSOR shall provide off-street, surface lot parking for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rent payable for parking provided in this Lease.

7. TERMINATION

7.1 FUNDING In the event that the Minnesota State Legislature does not appropriate to the Supreme Court 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 prior written notice to LESSOR.

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

8. SURRENDER OF LEASED PREMISES LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video

equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.

- 8.2 Alterations, Additions and Improvements All alternations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, voice and data cabling and security systems which in any manner are attached to the Leased Premises shall remain the property of LESSOR and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE unless LESSOR has granted prior approval upon LESSEE's request to remove such alterations, additions or improvements.

9. TELECOMMUNICATIONS

- 9.1 Building Access The Building's telephone/cable size must be large enough to provide access for the telephone company's facilities. If the entrance size does not meet the requirements for access by the telephone company's facilities, LESSOR shall, at its expense, ensure that these requirements are met.
- 9.2 Minimum Point of Presence (MPOP)/ Intermediate Distribution Frame (IDF)
- a. LESSOR shall establish and identify the location of the MPOP for service provided by the telephone company.
 - b. LESSOR shall provide all required cable from the MPOP to the telecommunications panel (IDF) on the floor of which the Leased Premises are a part for present and future requirements (2 pair from the MPOP to the IDF for each work station).
 - c. LESSOR shall provide LESSEE access to the Building-grounding electrode.
 - d. LESSOR shall remove all cable/wiring that does not meet applicable building code.
- 9.3 Station Wiring/Cable Access LESSOR shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the IDF (telecommunication panel/closet/room) to each workstation on the floor. The subsystem could be made up of any one or parts of the following:
- a. Under floor duct system (e.g. walker duct system)
 - b. Conduit
 - c. Suspended ceilings
 - d. Raised flooring
 - e. Power poles

- 9.4 All voice and data cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises upon expiration or termination of this Lease, unless LESSEE elects to remove said cabling.

10. LESSEE'S ALTERATIONS

10.1 In the event LESSEE desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that such Alterations are at LESSEE'S expense, LESSEE shall not make such Alterations without the advance written consent of LESSOR, which LESSOR shall not unreasonably withhold. Alterations shall be approved by and arranged through LESSOR as follows:

- a. Upon LESSEE'S request, LESSOR shall provide LESSEE up to three (3) written cost estimates from LESSOR'S vendors for desired Alterations. LESSOR or LESSOR'S agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
 - (i) Alterations totaling \$1,000.00 or less shall be set forth in and authorized by LESSEE in LESSEE's signed Purchase Order which shall be submitted to LESSOR.
 - (ii) Alterations totaling \$1,000.01 through \$5,000.00 shall be set forth in and authorized by LESSEE in a signed Remodeling Request Memo, which shall be submitted to LESSOR.
 - (iii) Alterations totaling \$5,000.01 or more shall be set forth and authorized by LESSOR and LESSEE by way of an executed Amendment to the Lease.

11. DUTIES OF LESSOR LESSOR shall, at its expense, provide the following:

11.1 Management

- a. LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises is 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, fire 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.
- b. LESSOR shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

11.2 Utilities LESSOR shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

11.3 Electrical Service LESSOR shall provide adequate electrical service to the Leased Premises to accommodate LESSEE'S needs and the Building of which the Leased Premises is a part.

11.4 Heating and Cooling

a. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. LESSOR shall provide LESSEE with written instructions defining said optimal use.

b. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:

(i) Heating temperatures will be set at the following maximum temperatures:

- 68 to 70 degrees for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70 to 74 degrees during working hours.
- 65 to 67 degrees for all lobby, corridor and restroom areas.
- 60 to 62 degrees for all building entrances, storage areas and tunnels.
- Temperature settings for all the above referenced spaces must be lowered to 60 to 62 degrees during non-working hours.
- 55 degrees for all unoccupied spaces.
- 55 degrees for all vacated spaces.

(ii) Cooling temperatures will be set at the following minimum temperatures:

- 76 to 78 degrees for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78 degrees during working hours.
- Temperature settings for all the above referenced spaces will be increased to 85 degrees during non-working hours.

c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

11.5 Relative Humidity

LESSOR warrants that the Leased Premises are served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises at a humidity level within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents, within the Leased Premises.

11.6 Ventilation and Environmental Quality

a. LESSOR shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2007, or as

amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:

- (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.1-1992 or as amended, Atmospheric Dust Spot Efficiency Rating: OR
- (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2-1999, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, LESSOR shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.1-1992, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2-1999, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, LESSOR shall change the filters at least two (2) times per year or more often as required.

- c. It is understood by LESSOR and LESSEE that no wall covering will be installed around pipe chases.
- d. LESSOR shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

11.7 Lighting

a. LESSOR shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).

b. LESSOR shall re-lamp light fixtures and replace light ballasts as needed.

11.8 Restrooms LESSOR shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

11.9 Janitorial Service LESSOR shall provide janitorial services and supplies to the Leased Premises and common areas of the Building in accordance with the janitorial schedule set forth on the attached EXHIBIT B.

11.10 Exterior Window Cleaning LESSOR shall at its expense, semi-annually wash the exterior windows of the Building, inside and outside, including ledges and sills.

11.11 Trash and Recycling Services

a. Trash Removal LESSOR shall, at its expense, provide trash disposal services.

b. Recycling Services

- (i) Pursuant to Minn. Statute 16B.24, subd. 6(d), LESSOR shall provide space for recyclable materials
- (ii) LESSOR shall, at its expense, provide recycling services, including, but not limited to, the following:
 - a) Provide all recycling containers, either individual containers at each workstation/office and/or centralized containers throughout the Lease Premises.
 - b) Recycle glass, paper, plastic, aluminum cans, mixed paper, cardboard; and
 - c) Empty the centralized recycling containers and return of the recycling containers to the Leased Premises.

11.12 Sustainable Building Guidelines LESSOR agrees, when feasible, to follow the State of Minnesota Sustainable Building Guidelines (www.msbg.umn.edu) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by LESSOR, in its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on Building valuation.

11.13 Fire Safety LESSOR shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

11.14 Common Areas LESSOR shall provide sufficient light, heat and maintenance to the common and public access areas of the Building and the Leased Premises, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

11.15 Landscaping/Grounds Maintenance LESSOR shall, at LESSOR'S expense, maintain the landscaping, grounds walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including but not be limited to:

- a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;
- b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. LESSEE may make recommendations for replacement types;

- c. Seasonal flower planting and maintenance;
- d. Prompt removal of debris from grounds, walkways and parking lots;
- e. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
- f. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
- g. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good conditions.

11.16 Snow Removal LESSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., LESSOR will make every effort to complete the snow removal as soon as possible.

11.17 General Maintenance Repairs

- a. LESSOR shall, at its expense, maintain in working condition and good repair all appurtenances within the scope of this Lease, including, but not limited to: plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork and any improvement or equipment was paid for by LESSEE.
- b. 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.

11.18 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. LESSOR shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by LESSEE.
- b. LESSOR shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Air Conditioning Colling Equipment Maintenance:

- Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, LESSOR shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.
- Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage system shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, LESSOR shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

11.19 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.

11.20 Quiet Enjoyment LESSEE shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.

11.21 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.

11.22 Exterior Lighting LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.

11.23 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with said property.

11.24 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article,

include heat, cooling, electricity, water and all the sources of energy required to provide said service.

11.25 Pest Control LESSOR shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.

11.26 Repainting and Carpet Replacement LESSOR shall, at its expense:

- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.
- b. Repair or replace vinyl wall covering at such time during occupancy that may be necessary.
- c. Replace worn carpet at such time during occupancy as may be necessary.
- d. Paint the Leased Premises as reasonably required by LESSEE any time after the fifth year of the Lease Term or extension(s) thereof.

12. DUTIES OF LESSEE

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

12.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.

12.3 Assignment/Sublease LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.

12.4 LESSEE shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

13. DESTRUCTION OF PREMISES

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 Agreement immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenantable condition.

14. INSURANCE

14.1 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.

- 14.2 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. LESSEE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

15. BUILDING ACCESS AND SERVICES

- 15.4 LESSOR shall provide Building access and services to the Leased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday.
- 15.5 LESSOR shall provide for access to the Leased Premises seven days per week, twenty-four hours per day for authorized employees of LESSEE.

16. NEW LESSOR

In the event the Leased Premises or the building shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer, or assign this Leased Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE's "Transfer of Ownership of Lease" document shall be executed by the parties in order that the State of Minnesota, Department of Finance is provided with authorization to issue payments to a new party.

17. DEFAULT BY LESSOR

If LESSOR shall default in the performance of any of the terms or provisions of this Lease Agreement, LESSEE shall promptly 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 fail 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 prior written notice, or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expense 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.

18. AUDIT

Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease Amendment shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

19. SMOKING Pursuant to Minnesota Statutes, Section 16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Lease Premises.

20. HAZARDOUS SUBSTANCES

20.1 General

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs"), and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
- b. LESSOR warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the building or the land of which the Leased Premises or the Building of which the Leased Premises are a part, except for immaterial quantities of any Hazardous Substance customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the building or land of which it is a part which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. LESSOR further agrees to indemnify and hold LESSEE (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorney's fees, engineering or consultant fees, other costs of installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the building or the land of which the Leased Premises are a part.
- c. LESSOR represents and warrants there are no Hazardous Substances present within the Leased Premises, the building or the land of which the Leased Premises are a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the building or land of which the Leased Premises are a part, LESSEE, at its option, may terminate the Lease Agreement with sixty (60) days written notice to LESSOR.

20.2 Storage Tanks

LESSOR has not, and to the best of its knowledge no prior owner or occupant has installed in, on or about the Leased Premises or the building or land of which the Leased Premises are a part, any storage tank containing Hazardous Substances, including but not limited to, petroleum, crude oil or by products of petroleum or crude oil.

20.3 Asbestos

In addition to the above representations, covenants and warranties, LESSOR hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises, or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease Agreement.

20.4 Radon

LESSOR had undertaken certain environmental and geologic testing to determine the possibility of future radon exposure to occupants of the Leased Premises or the building of which the Leased Premises are a part, based upon presently accepted procedures for radon detection. Such testing included analysis of soil permeability, testing of ground soil for radon related minerals and a survey of owners of adjacent properties for radon levels on their property. Because of the nature of radon, a naturally occurring substance, no guarantee of nonexistence can be made. Such testing has determined that prevailing conditions do not encourage the presence of radon in the Leased Premises, although LESSEE acknowledges that, because of the nature of radon, LESSOR cannot guaranty that the Leased Premises or the Building of which the Leased Premises are a part, will remain free of radon.

21. Signage

21.1 LESSEE shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for said signs has been secured from LESSOR.

21.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to LESSEE's organization. Said signage shall be provided and installed at LESSOR'S expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

22. LAWS GOVERNING This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

23. GOVERNMENT DATA PRACTICES ACT COMPLIANCE

23.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, 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 Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

23.2 Minnesota Statutes, 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.

24. 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:

Kandiyohi County
2020 23rd St NE #2020
Willmar, MN 56201

LESSEE:

Eighth Judicial District
505 Becker Avenue SW
Willmar, MN

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. LESSOR/Kandiyohi County:

LESSOR certifies that the appropriate persons have executed the contract on behalf of LESSOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

By

Title

Date

By

Title

Date

(reserved)

(reserved)

2. LESSEE/STATE OF MINNESOTA:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By

Title

Date

By

Title

Date

3. Funds have been encumbered as required by State Court Finance Policy by:

By

Title

Date

Contract No. _____

Purchase Order No. _____

4. Approved as to form and execution for STATE by:

By

Title

Date

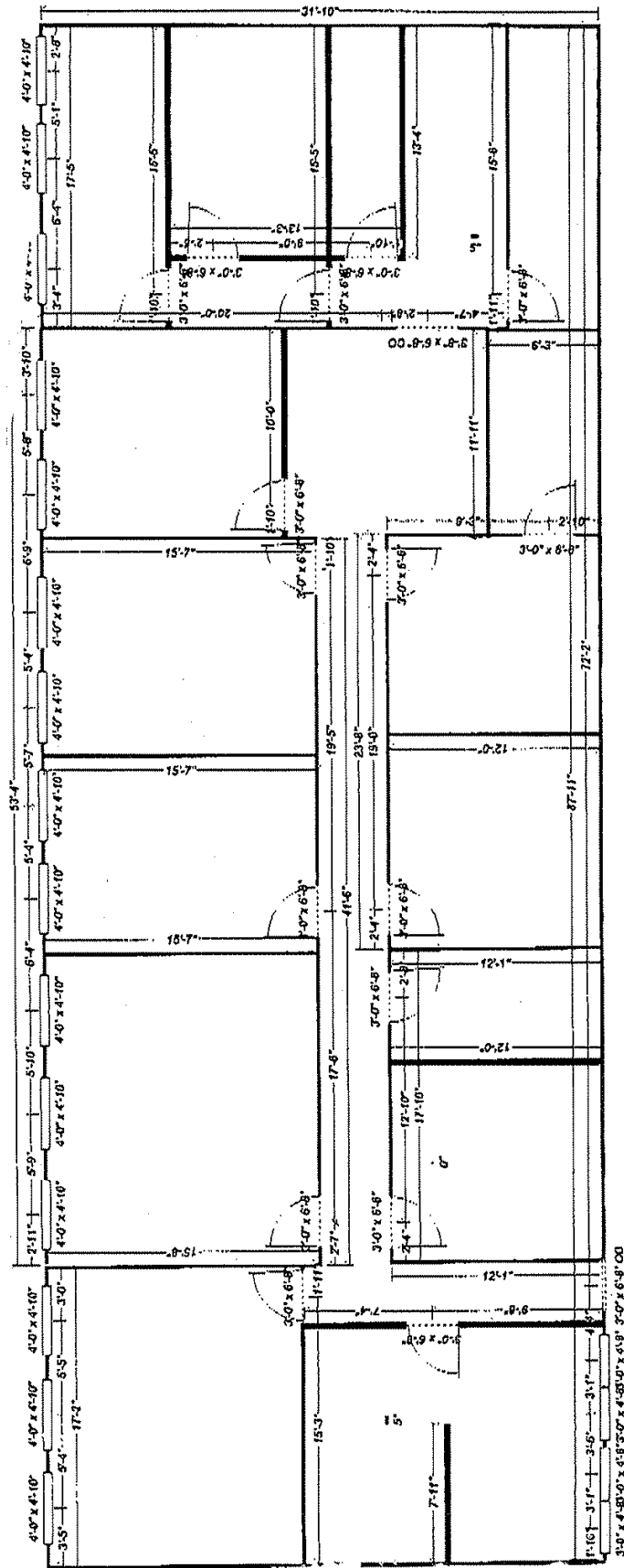


EXHIBIT A
Lease 11819