

LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT (“Agreement”) is made and entered into on this _____ of _____, 2019~~8~~ by and between Vicinity Apartments LLC (“Licensor”) with an office located at 233 Park Avenue South, Suite 201, Minneapolis, MN 55415, and _____ (“Licensee”) with an office located at _____.

RECITALS

A. Licensor is the Owner of that certain building commonly known as **THE VICINITY** located at 205 Park Avenue South, Minneapolis, MN 55415 (the “Project”); and

B. Licensee desires to operate a police substation on the first floor of the Project as depicted on Exhibit A attached hereto (the “Licensed Premises”); and

C. Licensor hereby agrees to grant to Licensee a license for the purpose of temporary office space in the Licensed Premises pursuant to the terms and conditions below.

AGREEMENT

1. **Use:** Licensor, in consideration of **\$1.00** per year, and other goods and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to Licensee and their agents and Licensees, a license to operate a **police substation** in the Licensed Premises.

2. **Term:** The term of this Agreement shall commence on _____ **2019** and shall expire on _____ **2024~~9~~** (the “Term”). Licensee shall have the right to exercise one 5-year extension option (the “Extension Option”). To exercise its Extension Option, Licensee shall send written notice via email to legal@sherman-associates.com no later than 30 days before the end of the Term.

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3. **Termination:** Notwithstanding anything contained herein to the contrary, either party shall have the right to cancel this Agreement at any time and for any reason, provided that the terminating party provides the other party at least 30 days’ advance written notice.

4. **Maintenance:** Licensee shall maintain its space within the Licensed Premises in good condition and repair during the term of this Agreement.

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a. Maintenance by Licensor. Licensor shall not be obligated to make repairs, replacements, or improvements of any kind upon the Licensed Premises (except to the structural portions thereof) or to any equipment, facilities, or fixtures therein and exclusively serving the Licensed Premises, all of which shall be the Licensee’s responsibility. During the Term, Licensor shall keep, maintain, and repair (including replacements, if necessary) all exterior utility lines serving the Licensed Premises, from the point of connection to the Licensed Premises and all utility lines within the Licensed Premises which do not exclusively serve the Licensed

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Premises (if any) (except as affected by or connected to utility lines exclusively serving the Licensed Premises), the floor slab, footings and foundations, and the structural portions (which shall not include plate glass, glass doors and windows) of the Project, including, without limitation, the roof structure and structural walls, columns, and beams in good order, condition and repair and in a safe condition and in compliance with all applicable laws, ordinances, rules and regulations, except any such maintenance, repairs or replacements necessitated due to the negligence of Licensee, its employees, agents or contractors, or arising out of Licensee's failure to maintain and/or repair the Licensed Premises in accordance with its obligations under this Agreement. Any maintenance, repairs or replacements to the Licensed Premises or the Project caused by Licensee's or its employees, agents, customers or invitees, acts or omissions shall be performed at Licensee's sole cost and expense. All requests for maintenance, repairs or replacements that are the responsibility of Licensor pursuant to any provisions of this Agreement must be made in writing to Licensor at its address. Licensor shall be responsible for exterior snow removal.

4.b. Maintenance by Licensee. Subject to Licensor's obligations under Section 4(a), Licensee shall at all times during the Term, at its sole expense, keep, maintain, repair and make replacements to the Licensed Premises, including all doors, plate glass, glass doors and windows, hot water heater(s), heating, air conditioning and ventilation systems, equipment, interior walls, wall coverings, floor coverings, locks, security systems, sprinkler system and plumbing, electrical, and utility systems in good order, condition, and repair, in a safe, clean, and free of trash and waste condition, and in compliance with all applicable laws, ordinances, rules, and regulations of governmental authority, or of any company or companies insuring against losses resulting from damage or destruction to the Project or personal injuries, deaths, or property damage occurring in, on, or about the Project. Any maintenance, repairs or replacements to the Licensed Premises, or the Project necessitated by Licensee's or its employees, agents, customers or invitees, acts or omissions shall be performed at Licensee's sole cost and expense.

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5. **Rent Remittance Address:** All payments for rent shall be remitted to: Vicinity Apartments LLC, 233 Park Avenue South, Suite 201, Minneapolis, MN 55415

6. **Utilities:** Licensor shall be responsible for all electrical and gas consumed at the Licensed Premises during the term of the License Agreement.

7. **Permits/Governmental Approvals:** Licensee shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses, or other authorizations required.

8. **Signage/Banners:** Any signage and/or banners placed on site must be professionally made and approved in writing by Licensor. All signage is subject to required permits and City approvals. In-ground signage is not allowed on the property.

9. **Restrictions on Use:** Licensee shall not use or occupy the Licensed Premises or permit the Licensed Premises to be used contrary to any law, statute, ordinance, or regulation applicable thereto; nor permit, create, or tolerate any public or private nuisance upon said Licensed Premises, including illegal discrimination, zoning use, pornography, gambling or drug related activities. Licensee shall not use or permit others to use the Licensed Premises for political activities, sectarian, religious, or anti-religious activities, lobbying, political patronage, unionization or anti-unionization activities.

10. **Indemnification:** Licensee shall indemnify, defend and hold harmless Licensor and Licensor's partners, members, officers, employees, agents and contractors from any claim, damage, loss or expense arising out of any injury, death, property damage, burglary, theft, or disappearance occurring in, on or about the Licensed Premises arising from, out of, or occasioned wholly or in part by any act or omission by Licensee, its agents, contractors, employees, subtenants, invitees or licensees, whether occurring or resulting in damage or injury within the Licensed Premises or the Project. If Licensor is made a party to any litigation commenced by or against Licensee, then Licensee shall indemnify, protect and hold Licensor harmless from all loss, damage and expenses arising out of such litigation. Licensee's obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities incurred by Licensor in connection with a claim described in this Section. Licensee's indemnification obligation shall survive the expiration or the earlier termination of this Agreement. Licensor and Licensor's agents and employees shall not be liable for, and Licensee waives all claims for, damage to person or property sustained by Licensee or any person claiming through Licensee resulting from any accident or occurrence in, upon or about the Licensed Premises and Project.

11. **Insurance:** Licensee shall comply with the insurance requirements set forth in Exhibit B attached hereto at all times during the term of this Agreement.

12. **Miscellaneous:** This Agreement (i) shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns; (ii) may be executed in one or more counterparts, all of which shall be considered one and the same agreement; (iii) embodies the entire agreement and understanding, and supersedes all prior agreements and understandings between the Licensor and Licensee relating to the subject matter hereof; and (iv) may be amended or modified only in writing or as specifically provided herein.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the day and year first written above.

LICENSOR:

LICENSEE:

VICINITY APARTMENTS LLC

By: _____
George Sherman, President

By: _____

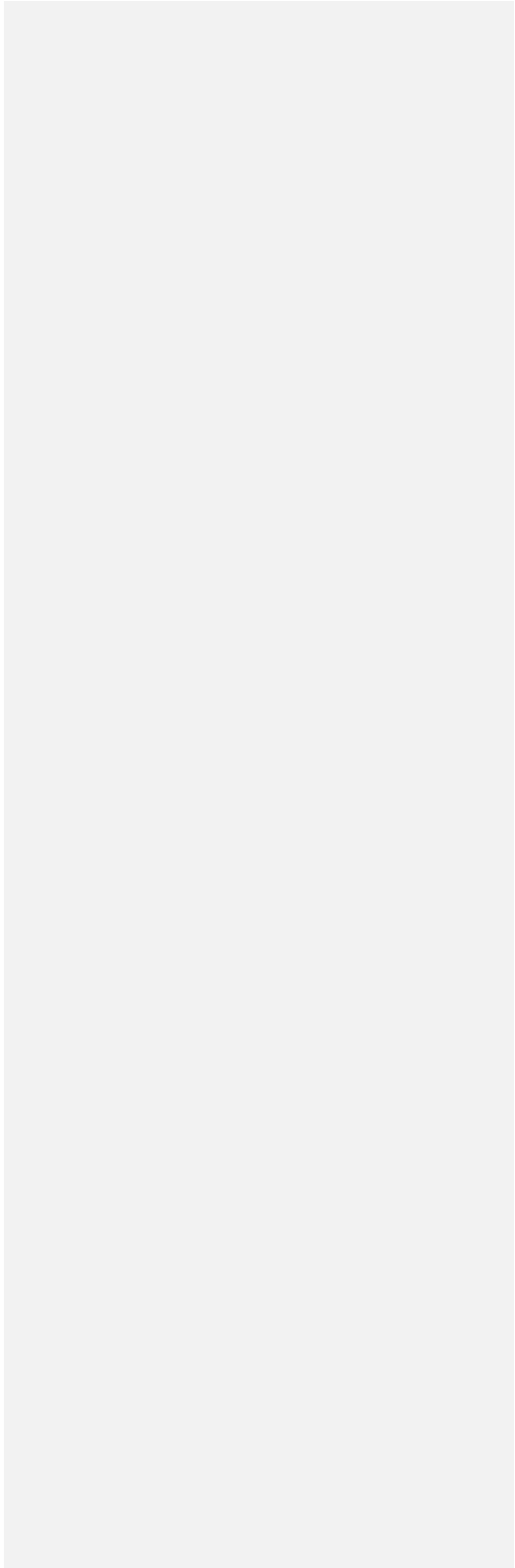
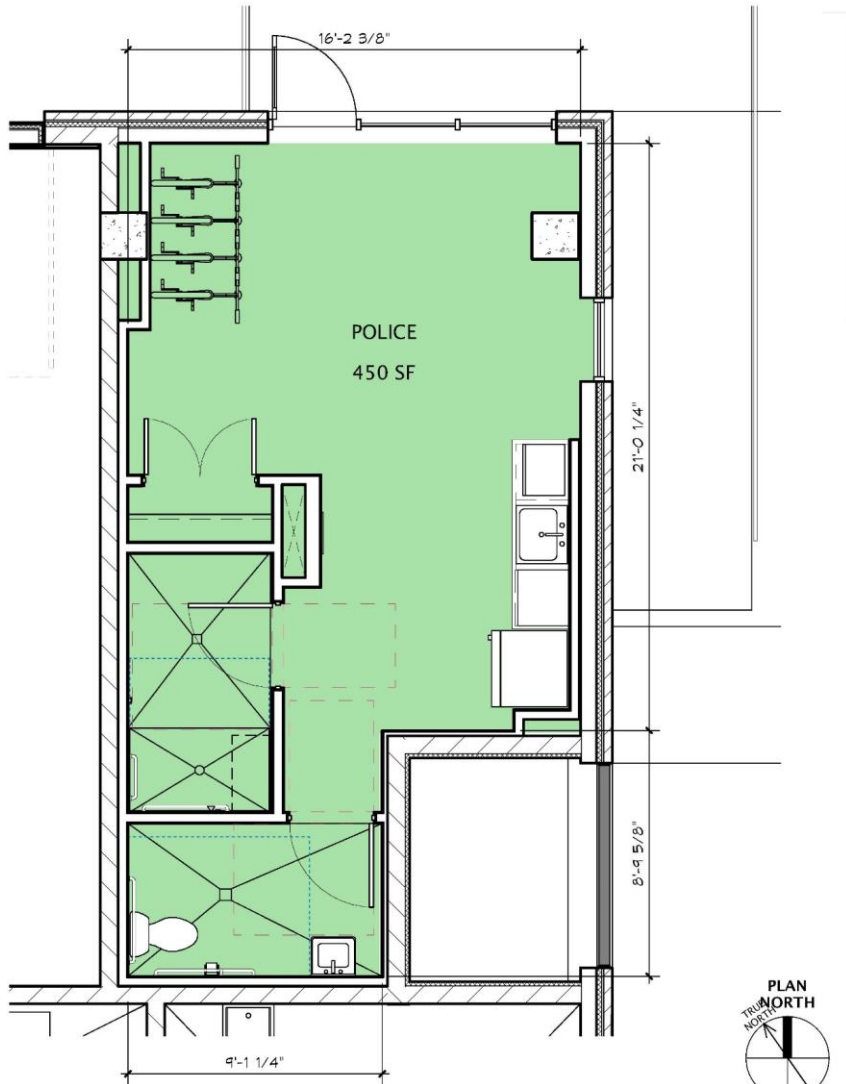


Exhibit A

Depiction of Licensed Premises



1/25/2018

Scale: 1/4" = 1'-0"

esg

205 Park Avenue
Minneapolis, MN

POLICE SUBSTATION
PLAN

Exhibit B

Insurance Requirements

Licensee shall procure and maintain the following insurance:

Workers' Compensation - State Statutory limits. **Employer's Liability** - Bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000; bodily injury by disease - \$500,000 each employee.

Commercial General Liability - \$1,000,000 each occurrence; \$2,000,000 aggregate (including without limitation Premises Operations; Independent Licensees (let or sublet work); Contractual Liability; Products and Completed Operations; Explosion, Collapse and Underground ("XCU")); Broad Form Property Personal Injury and Advertising Liability (employment exclusion deleted; Incidental Medical Malpractice; The Commercial General Liability insurance shall be on an occurrence policy form basis.

Commercial Automobile Coverage - \$1,000,000 CSL (includes all Licensee furnished, owned, hired, and non-owned vehicles, including the loading or unloading thereof).

Umbrella or Excess Liability - \$2,000,000 limit of Liability (following form on Employer's Liability, Commercial General Liability, and Commercial Automobile Coverages).

Commercial General Liability, Commercial Automobile Liability, and Umbrella Excess Liability policies for insurance required to be provided by the Licensee and its subcontractors must include Owner and any other entities required by Owner as additional insureds. The Licensee and subcontractors must also include such other entities as additional insureds as may be required from time to time by Owner's lenders. Policies for such insurance must provide that such insurance is primary and that any other insurance available to Owner is in excess of and non-contributory to the insurance provided by Licensee.

Licensee shall maintain the required insurance in force continuously. Licensee's contractual liability insurance must cover Licensee's obligations and any other contractual defense or indemnity obligations of Licensee under this Agreement.

Licensee and any of its subcontractors, sub-subcontractors, agents and employees, and any separate Licensees, if any, and any of their subcontractors, sub-subcontractors, agents and employees, shall waive any of their subrogation rights on their Workers Compensation and General Liability policies in favor of Licensor. The policies must provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

The insurance requirements as set forth in this document are minimum requirements only, and any additional coverages that may be necessary to further protect Licensee are the sole responsibility of Licensee. Licensee is responsible for determining the subcontractors are adequately insured and will protect them from claims under Workers' Compensation Acts, bodily injury, sickness or disease, or death of their employees or any person other than their employees and from the claims for damages or destruction of property. Each subcontractor must pay the premiums, costs, and charges for any such insurance at its own expense.

Licensee shall not allow insurance required by this Agreement to lapse, be canceled, reduced in limits or coverage, non-renewed, or materially changed or have restrictive modifications added

during the life of this Agreement, including the guarantee period or other periods of required coverage. Licensee shall file certificates of insurance that are acceptable to Licensor and thereafter upon renewal or replacement of each required policy of insurance. Licensee's certificates of insurance shall be in a form that is acceptable to Owner and shall provide satisfactory evidence that Licensee has complied with all insurance requirements. Owner's failure to object to a lack of a certificate of insurance or to the coverages indicated thereon or provided by Licensee shall not constitute a waiver by Owner of any of Licensee's obligations.

It is understood and agreed that the insurance coverage's and limits required above shall not limit the extent of the Licensee's responsibility and liabilities by law.

The policies obtained and maintained to provide the specified insurance must provide that the required coverage's and limits will not be altered, cancelled or allowed to expire without at least 30 days prior written notice to Licensor. Proof of policy must be provided to Licensor before Licensee may gain access to the Licensed Premises.