

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of November 2, 2022:

- Centre—service agreement to provide residential and home detention services for the Cass County Sheriff's Office.
- Bortnem Family Limited Partnership—lease agreement for ARMER Radio system equipment room located at 315 Main Avenue in Fargo.

Centre

November 04, 2022

Jesse Jahner
Cass County Sheriff's Department
1612 23rd Ave. N.
Fargo, ND 58102

RE: Purchase of Services Agreement with Centre, Inc.

Dear Mr. Jahner,

Enclosed is a proposed Purchase of Service Agreement for Centre to continue to provide residential & Home Detention via GPS Monitoring for Cass County. If acceptable, please have this contract signed, and return a copy to Centre Inc. at P.O. Box 1269, Fargo, ND 58107-1269.

If you have any questions regarding this contract or would like modifications, please contact me at (701) 365-4162 or joshhe@centreinc.org. We look forward to continuing our working relationship with the Cass County Correctional Center & Sheriff's Departments.

Sincerely,



Josh Helmer
Executive Director

3501 Westrac Drive
Post Office Box 1269
Fargo, ND 58107-1269

(701) 365-4199
FAX (701) 365-4180

100 6th Avenue Southeast
Mandan, ND 58554

(701) 663-8228
FAX (701) 663-0912

123 15th Street North
Fargo, ND 58102

(701) 237-9340
FAX (701) 373-8357

201 4th Street South
Grand Forks, ND 58201

(701) 746-6303
FAX (701) 746-7713



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Sheriff's Office DATE OF REQUEST: 11-17-2022

COMPANY REQUESTING CONTRACT: Centre, Inc.

BRIEF PROJECT DESCRIPTION: Residential and home detention via GPS monitoring

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Markin Nauman*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

Centre

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the County of Cass has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Centre, Inc., a Private non-profit Agency (Provider), proposes to provide these services;

NOW, THEREFORE, the County of Cass and Centre. Inc., enter into the following:

AGREEMENT

I. **TERM OF AGREEMENT:**

The term of this agreement shall be from the 1st day of January 2023 through the 31st day of December 2024.

II. **SCOPE OF SERVICE:**

- A. The Provider will accept Cass County inmates for minimum-security placement at the facility located at either 123 15th Street North in Fargo for Males and 3501 Westrac Drive, Fargo, for Females. Provider will provide residential services which may include work-release, case management/counseling services, employment skills, ASAM level 3.1 chemical dependency treatment, ASAM level 2.1 chemical dependency treatment, chemical dependency aftercare/ASAM level 1, Thinking for a Change, Seeking Safety Group, drug and alcohol testing.
- B. Additionally, the Provider will accept referrals from the court or the Sheriff Department who may be supervised on Home Detention with Global Positioning Satellite monitoring. Drug and alcohol testing is conducted on Home Detention inmates.

III. **COMPENSATION:**

A. Compensation for the minimum-security services outlined under terms of this agreement shall be:

2023: \$85.00 per day for each placement. Inmates will pay **\$27.00** per working day towards this cost.

2024: \$88.00 per day for each placement. Inmates will pay **\$27.00** per working day towards this cost.

This amount is deducted from the monthly billing for each placement.

B. Compensation for the **Offender Paid** Home Detention Services Program with Global Positioning Satellite (GPS) monitoring shall be:

2023: \$20.00 per day and includes field surveillance. If they are on a 24/7 program,

the cost is \$18 per day.

2024: \$20.00 per day and includes field surveillance. If they are on a 24/7 program, the cost is \$18 per day.

The inmate shall pay a one-time fee of \$35.00 for installation and disconnection of the electronic surveillance equipment

C. When the Provider has grant funds under which Cass County referrals may be enrolled, no costs for services will be billed to the county.

IV. **PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:**

The Provider understands that this agreement is a one-time agreement and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. **PROVIDER ASSURANCES:**

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. **INDEMNITY**

Provider agrees to indemnify, save and hold harmless the County of Cass, its agencies, officers, and employees from claims of any and all nature, including all costs, expense, and attorney's fees, which may in any manner, arise out of or result from this agreement, except claims resulting from or arising out of the County's sole negligence. Provider also agrees to indemnify, save and hold the County harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein.

VII. **INSURANCE**

Provider shall secure and keep in force during the term of this agreement, from an insurance company authorized to do business in North Dakota, commercial general liability insurance covering any and all claims of any nature arising out of this agreement. Centre shall furnish annually to the undersigned County representative a certificate of insurance as evidence the policy is in effect. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence. The policy may not be canceled or modified without thirty (30) days prior written notice to the undersigned representative of the County of Cass. The County of Cass shall be endorsed on such policy as an additional insured.

COUNTY OF CASS

CENTRE, Inc., Provider

By: _____
Chairperson Date

By _____
Joshua Helmer Date
Executive Director

APPENDIX A

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations by an ordinance of the city and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by the pursuant to regulations promulgated there under to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the board of the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. The Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

From: [Kaushagen, Taylor](#)
To: [Kaushagen, Taylor](#)
Subject: FW: Lease for Equipment Room @ 315 Main Ave
Date: Thursday, December 1, 2022 9:13:53 AM
Attachments: [Lease 315 Main Ave-Equipment Room Cass County ND.pdf](#)

From: Brian Zastoupil <BZastoupil@RRRDC.com>
Sent: Wednesday, November 30, 2022 1:37 PM
To: Wilson, Robert <WilsonRo@casscountynd.gov>
Cc: Mary Phillippi <MPhillippi@RRRDC.com>; Kaushagen, Taylor <KaushagenT@casscountynd.gov>
Subject: FW: Lease for Equipment Room @ 315 Main Ave

CAUTION: EXTERNAL EMAIL

Robert

See attached. This is a draft lease agreement for the 315 Main Ave location. (IE The interim site to replace Fargo High Rise site)

I am forwarding as I suspect Cass Co legal would like an opportunity to review/comment/amend.

To be clear, this lease would not be a long term lease. (I expect the lease to be terminated 2nd quarter of 2024. [Assuming the buildout schedule final site/Fargo Water Tank holds])

Feel free to reach out with any questions or concerns you may have. Thanks in advance.

Brian Zastoupil
Radio Systems Coordinator
Red River Regional Dispatch Center
300 NP Avenue Suite 206
Fargo, ND 58102
701 451-7683



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Administration DATE OF REQUEST: 12-01-2022

COMPANY REQUESTING CONTRACT: Bortnem Family Limited Partnership

BRIEF PROJECT DESCRIPTION: Downtown radio tower/antenna location for RRRDC
Radio System

NEW CONTRACT OR CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: *Martin Nauwan*

STATE'S ATTORNEY COMMENTS:

Approved as to form.

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Lease Agreement") is made this 1st day of December 2022, by and between Bortnem Family Limited Partnership ("Landlord") and Cass County, ND ("Tenant").

That, for and in consideration of the rents and covenants herein contained, Landlord hereby rents to Tenant a portion of certain premises located in the city of Fargo, generally described as having the address of 315 Main Ave, Fargo, ND 58102 (the "Premises").

1. TERM: The initial term of this Lease Agreement shall commence on December 1st, 2022 and shall continue thereafter for a twelve (12) month term, with said initial term to terminate on November 30th, 2023. After the initial term, the Tenant may continue to lease the Premises on a month-to-month basis.

2. RENT: During the term of this Lease, Tenant shall pay to Landlord as rental for the Premises monthly rent payments, in the amount of One Thousand and no/100 Dollars (\$1,000.00) on or before the 1st day of each month, with the first monthly rent payment due on or before December 1, 2022. Tenant shall pay a late fee of 5% of the monthly rent for any rent paid after the 10th day of a month.

3. SECURITY DEPOSIT: Tenant shall not be required to provide a security deposit.

4. USE: The Premises shall be used and occupied by Tenant for use as a tower equipment room and for no other purpose without the prior written consent of Landlord. Landlord covenants that Landlord has full right and authority to enter into this Lease and that Tenant, upon paying said rent and performing the covenants contained herein, shall and may peacefully have, hold and enjoy the Premises for the term of this Lease.

5. ALTERATIONS: The Tenant shall not make any "major alterations" in or about the leased Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld, but all instances only if proposed improvements or alterations fit with city requirements and reasonably fit in with present construction on property. For purposes of this Lease, the term "major alterations" shall be defined as any remodeling or other improvement project that will exceed \$1,000.00 in reasonable costs for materials and labor.

6. UTILITIES AND SERVICES: All building utilities are paid by the Landlord.

7. OPTION TO RENEW: Tenant shall have the option to continue this Lease on a month-to-month basis after the initial 12-month term. There is no notice required to continue on a month-to-month basis, though a 30-day notice is required to end the lease. Upon entering the month-to-month period, all terms and conditions of this Lease shall continue in full force and effect.

8. MAINTENANCE AND REPAIRS: The Landlord agrees to be solely responsible for all normal maintenance and repair to the exterior of the Premises. The Tenant agrees to be solely responsible for all normal maintenance of the interior of the Premises. However, any major items of maintenance that are necessary, or the replacement of any part of any permanent fixture that costs in excess of Five hundred and no/100 Dollars (\$500.00), shall be the responsibility of Landlord. Landlord shall also be responsible for the maintenance of the roof, foundation, structural components, exterior walls, exterior and interior windows and doors, HVAC systems, electrical, major plumbing, parking lot, grounds and landscaping. Landlord shall have the right to periodically, and without notice, inspect the Premises and to notify Tenant of maintenance or repair items that need to be addressed. In the event Tenant does not immediately address those items, Landlord may address the same and charge Tenant for the cost of the work, plus ten percent.

9. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, sublet, mortgage or pledge this Lease, nor permit the whole or any part of the Premises to be occupied by others, without the written consent of Landlord, which such consent shall not be unreasonably withheld. Consent by Landlord to one or more assignments or subletting shall not operate as a waiver of Landlord's rights to reasonably refuse any future assignments or sublettings. Landlord's consent to an Assignment or Sublease shall not relieve Tenant of Tenant's obligations under this Lease, unless otherwise expressly agreed by Landlord in writing.

10. LAWS: Tenant agrees to comply with all laws, rules, and orders of federal, state, and municipal governments and all their departments, and the Board of Fire Underwriters. Tenant shall not violate any noise ordinances or other city ordinances.

11. INDEMNITY: Tenant agrees to keep the Premises covered with liability insurance per this Lease, at the cost of Tenant, in an amount of at least \$1,000,000.00 per occurrence, and to name Landlord as an additional insured under that policy. In addition, Tenant agrees to indemnify and hold Landlord harmless from any loss, expense, action, claims or damages of any kind or nature arising out of Tenant's use of the Premises by Tenant, Tenant's employees, invitees, agents or visitors. Landlord shall not be liable for any injury or loss on or about the property to Tenant, his employees, agents, invitees, subtenants, licensees or concessionaires or any other damage to property caused by defect or failure of equipment, pipes, wiring, broken glass, backing up of drains or by water, gas, electricity or oil leaking or by any portion of the property becoming out of repair, unless such acts are caused by the negligence or willful acts of the Landlord or his employees, agents or contractors. Landlord shall not be liable for loss or damage that may be caused by acts or omissions of other tenants of the Premises, if any.

12. ENTRY: Landlord or his representatives shall have the right to enter the Premises at all reasonable times to inspect, make repairs or alterations or show the Premises to prospective purchasers or lenders. Tenant shall not be entitled to abatement of the rent by reason thereof. At all times during the term of this Lease, Landlord shall have the right to post "for sale" or "for lease" signs on the Premises.

13. SIGNS: Tenant shall not place any signs or objects on the roof or any portion of the exterior of the property; make any changes to or paint the exterior; install any exterior lighting, paintings, signs or displays; place any sign or display on fences, sidewalks, parking lots or driveways of any type that may be viewed from the exterior of the property, unless written consent from Landlord is first obtained. All agreed signs must be removed by Tenant at their expense at the termination of this Lease. Any signage by Tenant shall be at Tenant's expense. The use of mobile signage on the parking lot or Premises is restricted without the written approval of Landlord. Tenant shall reimburse Landlord for any damage caused by removal of signs.

14. LIENS AND TAXES: Tenant shall not permit any lien, of any kind, type or description to be placed or imposed upon the Premises, or any part thereof. In the event Tenant performs improvements to the property, which improvements will be performed by outside contractors or subcontractors, Tenant agrees to notify Landlord of the names and addresses of such contractors and subcontractors. Landlord shall pay all property taxes for the Premises and the structure of which it is a part.

15. DEFAULT: The following events shall be deemed to be default by Tenant: 1) failure to pay any installment of rent, and such failure shall continue for ten days; 2) failure to comply with any provision of this Lease, other than payment of rent, and shall not cure such failure within fifteen days after written notice is sent to Tenant; or 3) Tenant becomes insolvent; makes a transfer in fraud to creditors; makes an assignment for the benefit of creditors; files a petition under any section of the National Bankruptcy Code; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; does or permits any act which creates a lien on the property.

Upon the occurrence of any of the above, Landlord may without demand or notice, enter and take possession of the Premises, expel or remove all occupants and property found thereon without being liable for damages; may elect to cancel this Lease or re-let the Premises on such terms as Landlord deems advisable and receive the rent therefore and Tenant agrees to pay Landlord on demand any deficiency and costs incurred. Landlord shall have the option to file a Forcible Entry and Detainer action without prior notice, in the proper court, and obtain a writ of possession thereby. Landlord shall be entitled to all expenses, court costs and reasonable attorney's fees for the collection of any sum due under this Lease and/or associated with the enforcement of this Lease. Landlord is specifically given the right to seek injunctive relief against Tenant in the event of default.

16. SUBORDINATION: Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgage or mortgages hereinafter placed against Landlord's interest in said Premises, and on the land and buildings of which said Premises are a part of any other buildings hereafter places upon the land of which the Premises form a part. Tenant covenants and agrees to execute and deliver upon demand of Landlord, its successors and assigns, at any time during the term hereof, such further instruments subordinating this Lease to a lien of the mortgage or mortgages, providing that all such instruments of subordination shall recognize the validity and contents of this Lease and the rights of the Tenant herein the event of a foreclosure of said mortgage upon the interest of Landlord, as along as Tenant shall have faithfully

performed all of the terms and covenants and conditions of this Lease, and shall not be in default under the terms of any such mortgage or mortgages as aforesaid. Tenant hereby irrevocably appoints the Landlord as attorney-in- fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates, if Tenant fails to so execute and deliver such instruments or certificates within ten (10) days of Landlord's request.

17. WAIVER: Acceptance of delinquent rent, or prior waiver of any of Landlord's rights to prompt payment or damages in event of subsequent default or breach of Tenant shall not otherwise modify any of the other terms of this Lease nor modify any of the Landlord remedies under this Lease.

18. HOLDING OVER: In the event Tenant remains in possession of the Premises at the termination of this Lease, and without the execution of a new lease, the Tenant shall be deemed a tenant from month to month at a rental rate equal to the initial term, subject to all terms of this Lease applicable to a month-to-month tenancy.

19. INSURANCE:

- a. All Risk Coverage (Landlord). Landlord will procure and maintain all risk coverage as from time to time is included in standard extended coverage endorsements and special broad form coverages insuring the structure in question.
- b. Public Liability Insurance (Tenant). Tenant shall keep in full force and effect, at its expense, a policy or policies of public liability insurance with respect to the Premises and the business of Tenant and any approved subtenant, licensee, or concessionaire, with companies licensed to do business in Minnesota, and approved by Landlord, in which both Tenant and Landlord and any person, firm or corporation designated by Landlord, shall be adequately covered as insureds with reasonable limits of liability not less than \$1,000,000.00 combined single limit personal injury and property damage coverage per occurrence. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord that such insurance is in effect which evidence shall state that Landlord shall be notified in writing thirty (30) days prior to cancellation.
- c. All Risk Coverage (Tenant). Tenant agrees to carry all risk insurance from time-to- time is included in standard extended coverage endorsements, insuring Tenant's stock in trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Premises, such coverage to be in an amount equal to at least full replacement costs thereof. Prior to the commencement date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

- d. Waiver of Subrogation. In the event of loss or damage to the building, the demised Premises or any contents, each party shall look first to any insurance in its favor before making any claims against the other party, and to the extent possible, without additional costs, each party shall obtain for each policy of insurance, provisions permitting waiver of any claim against the other party for loss of damage within the scope of the insurance and each party to such extent permitted, for itself and its insurer, waive all such insured claims against the other party.

20. DAMAGE/CONDEMNATION: In case during the term hereof, the Premises become untenable by fire, providence or casualty, then rent shall abate, with proportionate refund of any prepayment, from the time of such occurrence until Landlord restores the Premises; provided that if the building of which the Premises are a part or any part thereof be so injured as in the opinion and at the option of the Landlord the possession of the Premises is needed by Landlord for demolition, reconstruction, sale, or any purpose whatsoever, the Landlord may by written notice to Tenant wholly terminate the term of this Lease.

In the event the building of which the Premises is a part shall be taken, in whole or in part, by condemnation or the exercise of the right of eminent domain, the Landlord may terminate this Lease by written notice to Tenant and prepaid rent shall be proportionately refunded. All damages awarded for such taking, whether for the fee or the leasehold interest, shall belong to and be the property of Landlord, except the Tenant shall be entitled to compensation for removable trade fixtures, stock in trade, furniture and other personal property owned by Tenant.

Tenant shall be allowed separately to undertake any prosecution of any claim directly against any condemning authority for the loss of business or depreciation to, damage to or cost of removal of, or for the value of such stock, trade fixtures, furniture and other personal property.

21. PEACEABLE SURRENDER: Upon termination of this Lease, whether upon expiration of the term or otherwise, Tenant shall peaceably quit and surrender to Landlord the Premises in good condition and repair, ordinary wear and tear excepted.

22. INTERRUPTION OF SERVICES FOR DAMAGE CAUSED BY ACTS OF GOD: Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, acts of God or any other causes beyond Landlord's control shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction unless the Landlord fails to take such measures as may be reasonable under the circumstances to restore the service without undue delay.

23. GENERAL PROVISIONS:

- a. All covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

- b. The captions of paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any term of this Lease.
- c. Time of payment shall be an essential part of this Lease.
- d. Any provision of this Lease which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision of this Lease and all other such provisions shall remain in full force and effect.
- e. This Lease shall be governed by the laws of the state of Minnesota.
- f. Whenever the consent of the Landlord is required under the terms of this Lease, the giving or withholding of such consent in any one or any number of instances shall not limit nor waive the need for such consent in any other or future instance.
- g. This Lease contains all of the agreements of Landlord and Tenant with respect to any matter covered or mentioned in this Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest, except for those items specifically and expressly granting Landlord with the right to modify at Landlord's sole discretion.
- h. In the event that any part of this Lease is declared invalid by a court, the remaining portion shall remain in full force and effect.

24. FIXTURES: All partitions, plumbing, electrical wiring, additions to or improvements upon the Premises, whether installed by Landlord or Tenant, shall be and become a part of the Premises as soon as installed and become the property of Landlord unless otherwise herein provided. All trade fixtures installed by Tenant shall be considered property of the Tenant, but Tenant shall cover the cost of any damage caused to the Premises as a result of removal of trade fixtures at the end of the Lease. Tenant shall cover the cost of any damage caused to the Premises as a result of removal of trade fixtures at the end of the Lease.

25. SALE BY LANDLORD: In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrance of the Building as security.

26. ENVIRONMENTAL WARRANTIES: Notwithstanding any other provision of this Lease, Tenant's use of the leased Premises is expressly subject to the condition precedent that Tenant comply with the warranties, representations and covenants set forth in this section. Tenant warrants, represents and covenants as follows:

- a. Tenant shall conduct no activity or allow to be conducted any activity or use of the leased Premises which would result in the presence of any "Hazardous Materials" or any "Hazardous Materials Contamination" on the leased Premises;
 - (i) "Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (c) radon and material quantities of petroleum products; (d) any substance the presence of which on the leased Premises is regulated by any federal, state or local law relating to the protection of the environment or public health; and (e) any other substance which by law requires special handling in its collection, storage, treatment or disposal.
 - (ii) "Hazardous Materials Contamination" means the contamination (whether presently existing or occurring after the date hereof) of the improvements, facilities, soil, ground water, surface water, air or other elements on or under the leased Premises by hazardous materials, or the contamination (whether presently existing or occurring after the date hereof) of the buildings, facilities, soil, ground water, surface water, air or other elements on or under any other property as a result of hazardous materials emanating from the leased Premises.
- b. Tenant shall obtain all necessary federal, state and local environmental permits necessary for its business and use of the Premises, if any;
- c. Tenant shall at all times be in full compliance with the terms and conditions of its environmental permits;
- d. Tenant shall be in compliance with all applicable federal, state and local environmental statutory and regulatory requirements, other than those contained in its permits;
- e. There are no pending environmental civil, criminal or administrative proceedings against Tenant;

- f. Tenant knows of no threatened civil, criminal or administrative proceedings against it relating to environmental matters;
- g. Tenant knows of no fact or circumstances that may give rise to any future civil, criminal or administrative proceedings against it relating to environmental matters.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate and made effective the day and year first above written.

LANDLORD:

Bortnem Family Limited Partnership

By: _____

Its: _____

TENANT:

Name: _____

By: _____

Its: _____