

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - July 28, 2008 - 4:00 PM
District Administration Building
210 County Rd. 101, N, Plymouth, MN

AGENDA

- | | | |
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| 1. | CALL TO ORDER - Board Vice Chair Gleason | 3 |
| 2. | ASSIGNMENT FOR PARKING SPACES LEASE - J. Westrum | 4 |
| 3. | FIRST LEASE AMENDMENT FOR PARKING SPACES LEASE - J. Westrum | 11 |
| 4. | SUBLEASE FOR PARKING SPACES LEASE - J. Westrum | 15 |
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WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 1. CALL TO ORDER/ROLL CALL

ITEM: _____

COMMENTS BY: Board Chair Moroz

Susan Droegemueller, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan J. Droegemueller	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Mr. Greg D. Rye	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 2. ASSIGNMENT FOR PARKING SPACES LEASE

ITEM: _____

COMMENTS BY: Mr. Westrum

For years the District’s regular transportation contractors have served the district from a bus garage at 15625 – 32nd Avenue, Plymouth, MN. Currently, the garage is leased by First Group (aka First Student) from the owner, Hanus Enterprises. (The Hanus family at one time owned and operated buses also, but sold out to a predecessor of First Group.) Wayzata Public Schools is the only district served by this garage.

The District has entered into a lease for a bus garage with Hanus Enterprises that was approved at the March 24, 2008 Special Meeting. Since that time, it was determined that the District should also retain control of the agreement that First Group (aka First Student) had with an adjoining property for parking spaces. This Assignment for the Parking Spaces lease from First Student Inc, and Miller 32nd Avenue, LLC accomplishes that goal.

RECOMMENDED ACTION: Approve the Assignment of the Parking Spaces Sublease agreement with Miller 32nd Avenue, LLC from First Group (aka First Student), and authorize the clerk to execute the document.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

ASSIGNMENT

This Assignment (the "**Assignment**") is made effective as of August 1, 2008 (the "**Effective Date**") between First Student, Inc. ("**Assignor**"), a Florida corporation, and Independent School District No. 284 ("**Assignee**"), with reference to the following facts:

A. Pursuant to that certain Lease Agreement dated September 2006, between Assignor, as tenant, and Miller 32nd Avenue, LLC, as landlord (the "**Landlord**"), (the "**Lease**"), Assignor leased from Landlord certain real property and improvements on the parcel commonly known as 15605 32nd Avenue North, Plymouth, Minnesota, as more particularly described in the Lease (the "**Property**"). A copy of the Lease is attached hereto and incorporated herein as **Exhibit A**.

B. Pursuant to that certain Consent Order dated September 27, 2007 (the "**Consent Order**") entered in *The Commonwealth of Massachusetts, et. al., v. FirstGroup plc, et. al., in the United States District Court, Massachusetts District, Civil Action No. 07-11816*, a copy of which is attached hereto and incorporated herein as **Exhibit B**, Assignor is required to divest its interests in (and Assignee desires to accept and assume from Assignor) all of Assignor's rights, interests, duties and obligations in and to the Lease which arise after the Effective Date and do not constitute liabilities arising from acts or omissions of Assignor, all on the terms set forth herein.

C. Landlord has agreed to consent to the assignment to Assignee of Assignor's rights, interests, and obligations in, to, and under the Lease and, upon the assumption by Assignee, to automatically release Assignor from any future liability for obligations under the Lease first arising after the Effective Date that have been expressly assumed by Assignee pursuant to this Assignment.

Now therefore, in consideration of the foregoing premises, the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor, Assignee, and Landlord agree as follows:

1. **Assignment**. Effective as of the Effective Date, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Lease (including any security deposit held by Landlord thereunder), together with the rights and obligations of Assignor with respect to the occupancy and use of the Property as set forth in the Lease, all without any representation or warranty of any kind with respect thereto, express or implied (the "**Assignment**").

2. **Assumption**. Effective on the Effective Date, (a) Assignee hereby unconditionally and irrevocably accepts the Assignment, and (b) Assignee hereby assumes, and agrees to perform, discharge, observe and be bound by, from and after the Effective Date, all of the duties and obligations to be performed, discharged or observed by Assignor, on or after the Effective Date as tenant under the Lease (including but not limited to the payment of all rent and other charges), as amended hereby, except for obligations, including without limitation indemnities, which arise from acts or omissions of Assignor.

3. **Warranty.** Assignor warrants to the Assignee that (a) to the best of Assignor's knowledge, there are no material defects in the inspectional, environmental, zoning or other permits or requirements pertaining to the Property as of the date of this Agreement, and (b) Assignor will not undertake, directly or indirectly, any challenges to the inspectional, environmental, zoning or other permits or requirements pertaining to the Property.

4. **Surrender.** Upon the Effective Date or as promptly thereafter as is practicable, Assignor agrees to surrender the Property to Assignee. Assignor shall be entitled to remove its personal property, trade fixtures, and equipment from the Property prior to the Effective Date. Assignee shall take possession of the Property in "as-is/where-is with all faults" condition.

5. **Indemnification.** Assignee agrees to indemnify and defend Assignor against and hold Assignor harmless for, from, and against any and all costs, liability, loss, damage, or expense (including without limitation reasonable attorneys' fees) originating or relating to the period on or after the Effective Date and arising out of Assignee's agreements, obligations and/or failure to perform, under the Lease or out of Assignee's use and occupancy of the Property. Such indemnification shall not apply to liability or obligations arising out of acts or omissions of Assignor.

6. **Landlord Consent and Agreements.** Landlord hereby consents to the assignment of the Lease to Assignee and further agrees as follows:

a. That, upon and after the Effective Date, (i) Assignor shall be released, without any further action required from Landlord, from any obligations under the Lease first arising on and after the Effective Date that have been expressly assumed by Assignee pursuant to this Assignment, and (ii) Landlord agrees to look solely to Assignee to perform the obligations released under clause (i) above;

b. That notice is hereby given pursuant to Section I(B) of Lease of Assignor and Assignee's intent to extend the Lease for an additional twelve (12) months commencing on September 1, 2008 and terminating on August 31, 2009, which notice and extension is hereby acknowledged and agreed to by Landlord, and Assignee hereby acknowledges the three percent (3%) rent escalation applicable to said extension term; and

c. That should Assignee and another party ("Sublessee") agree, on or after the Effective Date, upon the terms and conditions pursuant to which Assignee will sublease the Property to such Sublessee, Landlord hereby consents to such a sublease (the "Sublease") without any further action or consent of Landlord being required at the time the Sublease is executed, subject to the following conditions:

(i) Assignee shall not be released from its duties and obligations under the Lease and shall continue to be responsible for performing, discharging and observing such duties and obligations;

(ii) the Sublease provides that the Sublessee shall be obligated to give notice to Landlord of any default by Assignee under the Sublease and that Landlord shall have an opportunity to cure such default in Landlord's sole discretion;

(iii) the Sublease provides an express acknowledgement of the Lease and that the Sublease is subject to the terms of the Lease; and

(iv) upon execution of the Sublease, Assignee agrees to provide a copy of the executed Sublease to Landlord.

d. That Landlord's consent to this Assignment is conditioned on Landlord's receipt prior to the Effective Date of a new certificate of insurance referenced in Section 5 of the Lease evidencing that Assignee has obtained the required coverage in the proper form.

7. **Miscellaneous.**

a. This Assignment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

b. If any litigation between Assignor and Assignee arises relating to their respective rights and obligations under this Assignment or concerning the meaning or interpretation of any provision contained in this Assignment, the non-prevailing party shall pay the prevailing party's costs and expenses of litigation, including, but not limited to, reasonable attorneys' fees.

c. In the event of any inconsistency between the terms of this Assignment and the terms of the Lease, the terms of this Assignment shall govern.

d. This Assignment shall be governed by the laws of the State of Minnesota without regard to such State's conflicts of law rules.

Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

ASSIGNEE:

First Student, Inc.

Independent School District No. 284

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

THE TERMS OF THE FOREGOING ASSIGNMENT
ARE HEREBY CONSENTED AND AGREED TO BY
LANDLORD SUBJECT TO THE CONDITIONS CONTAINED THEREIN:

Miller 32nd Avenue, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

**LEASE AGREEMENT
PLYMOUTH, MINNESOTA**

[attached]

EXHIBIT B
CONSENT ORDER

[attached]

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 3. FIRST LEASE AMENDMENT FOR PARKING SPACES LEASE

ITEM: _____

COMMENTS BY: Mr. Westrum

The District has entered into a lease for a bus garage with Hanus Enterprises that was approved at the March 24, 2008 Special Meeting. Since that time, it was determined that the District should also retain control of the agreement that First Group (aka First Student) had with an adjoining property for parking spaces. The Assignment for the Parking Spaces Lease with First Student Inc, and Miller 32nd Avenue, LLC accomplished that goal.

This Amendment allows the District to amend and or/clarify the term and other components of the parking Spaces agreement.

RECOMMENDED ACTION: Approve the attached First Lease Amendment with Miller 32nd Avenue, LLC; authorize the clerk to execute the document; and authorize the Administration to obtain an assignment of the existing lease from First Group if that becomes necessary.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT, dated as of the ____ July, 2008 is entered into by and between Miller 32nd Avenue, LLC, a Minnesota limited liability company ("Landlord") and Independent School District No. 284, a Minnesota independent school district ("Tenant").

WHEREAS, Landlord entered into a Lease (the "Lease") with First Student, Inc., a Florida corporation ("First Student") dated the ____ day of September, 2006, to real estate depicted on Exhibit A (the "Leased Premises"), and

WHEREAS, First Student extended the Lease to August 31, 2009 by notice to Landlord dated May 29, 2008, and

WHEREAS, First Student assigned the Tenant's interest in such Lease to Tenant by an Assignment and Assumption of Lease dated July __, 2008, and

WHEREAS, Landlord and Tenant wish to amend certain terms and conditions of such Lease effective August 1, 2008.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties agree to amend the Lease as follows:

1. Rent. Paragraph 2 "Rent" shall be amended to read as follows:

"Tenant agrees to pay to Landlord the following rents:

August 1, 2008 through August 31, 2009 \$3,120.00/mo

Such monthly rent shall be paid in advance on the first day of each month during the First Extension Term.

2. Property Taxes. Section 10 "Property Taxes" is amended to read as follows:

"Landlord agrees to pay before they become delinquent all real estate taxes and special assessments levied against the tax parcel containing the Leased Premises. Tenant agrees to pay to Landlord on the first day of each month during the term of the Lease and any extension thereof 1/12 of 18% of the real estate taxes levied against the real estate tax parcel ("Parcel") containing the Leased Premises. For example, in 2008 the real estate taxes levied against the Parcel are \$26,814.22. Tenant's share of those taxes would be calculated as follows: $18\% \times \$26,814.22 = \$4,826.56$. Tenant's monthly tax obligation to Landlord in calendar year 2008 would be $1/12 \times \$4,826.56 = \$402.21/\text{mo}$. The parties acknowledge that the amount of the real estate taxes may not be known in the early part of any calendar year. In such event, Tenant shall pay each month the monthly amount paid during the previous calendar year and shall make a make-up payment when and if the Landlord informs Tenant of a new increased real estate tax amount. The make-up payment shall be in an amount sufficient to pay the monthly increase in such real estate taxes for the months in which Tenant has already paid Landlord for real

estate taxes in the calendar year. If the real estate taxes due and payable in any particular calendar year decline from the amount of real estate taxes due and payable during the prior calendar year. Landlord shall apply any excess payment made by Tenant to the next monthly real estate tax obligations of Tenant.

3. First Student Liability. Tenant shall not be liable for any act or omission of First Student as tenant under the Lease prior to the Effective Date and shall not be obligated to remedy any default by First Student under the terms of the Lease prior to the Effective Date. Landlord shall not terminate the Lease in the event First Student is in default of the Lease.

4. Notices. All notices between the parties shall be in writing and shall be mailed certified mail or delivered to the following addresses:

If to Landlord:

Promed
15600 Medina Road
Suite 200
Plymouth, MN 55447
Attn: Miller 32nd Avenue, LLC

If to Tenant:

Independent School District No. 284
Director of Finance & Business
Box 660
210 County Road 101 North
Wayzata, MN 55391

5. Counterpart Signatures. This First Lease Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s). Facsimile transmissions of signed copies of this Counterpoint Signature shall be deemed original copies of all intents and purposes.

6. Ratification. The provisions of this First Lease Amendment shall control in the event of any conflict with the provisions of the Lease. All other provisions of the Lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this First Lease Amendment to be executed by their duly authorized representatives.

MILLER 32ND AVENUE, LLC

By _____

Its _____

INDEPENDENT SCHOOL DISTRICT NO. 284

By _____

Its _____

And _____

Its _____

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 4. SUBLEASE FOR PARKING SPACE LEASE

ITEM: _____

COMMENTS BY: Mr. Westrum

The District has entered into a lease for parking spaces with Miller 32nd Avenue, LLC. The District has entered into a transportation contract with First Group (aka First Student) effective August 1, 2008. Each of these respective contracts contain provisions stating the relationships and legal obligations of the landlord, the District, and the Sublessee regarding the parking spaces, that are leased from Miller 32nd Avenue, LLC. The Parking Spaces Sublease agreement allows the District to Sublease the parking spaces to First Group, our designated transportation provider.

RECOMMENDED ACTION: Approve the Parking Spaces Sublease agreement with First Group (aka First Student), and authorize the clerk to execute the document.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

PARKING SPACES SUBLEASE

THIS SUBLEASE is made and entered into by and between _____, a _____ corporation (hereinafter "Sublessee") and Independent School District No. 284, an independent school district and Minnesota municipal corporation under the laws of Minnesota (hereinafter "District").

WHEREAS, District has leased the Premises (as defined below) from Miller 32nd Avenue, LLC ("Landlord") by lease dated _____, 2008, as amended by amendment dated _____, 2008 (the "Lease"), and District desires to sublease the Premises to Sublessee and Sublessee desires to sublease the Premises from District.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter provided in this Sublease, the parties hereby agree as follows:

1. Premises. District does hereby Sublease to Sublessee, and Sublessee does hereby sublease from District the property located at 15605 32nd Avenue, Plymouth, Minnesota 55447, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements, fixtures, and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private (collectively the "Premises").

2. Term. The Sublease term shall commence on August 1, 2008, and terminate on ~~July~~August 31, ~~2010~~2009 ("Initial Term"). ~~If the transportation contract ("Transportation Contract") between the parties is extended, the Sublease shall also be automatically extended for an additional two-year term ("Extension Term"), upon the same terms and conditions").~~ If the Transportation Contract is terminated, either party may terminate the Sublease as of the termination date of the Transportation Contract by written notice to the other party. **If the Lease is terminated, this Sublease shall terminate on the termination day of the Lease. District will give Sublessee written notice of termination with seven (7) days of receiving or giving notice of termination of the Lease.** Upon termination of this Sublease, neither party will have any further rights or obligations regarding this Sublease or the Premises, except for obligations of District or Sublessee which arose from acts or omissions of District or Sublessee which occurred prior to such termination of this Sublease.

3. Rent. Sublessee agrees to pay to District on August 1, 2008 and on each subsequent August 1 during the term of this Sublease and any extension thereof annual base rental in the sum of One Dollar (\$1.00). Sublessee shall not be required to pay a security deposit to District. Any additional amounts owed hereunder by Sublessee shall be considered additional rent. All rent owed under this Lease shall be paid without abatement, offset or deduction, unless expressly provided herein.

4. Default by Sublessee. If Sublessee fails to pay any installment of rent when due, and such failure continues for a period of five (5) days after Sublessee's receipt of written notice from District, or if Sublessee fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from District specifying the nature of the default and demand for performance, then and as often as any such event shall

occur, District may (1) declare the term ended and enter into the Premises or any portion thereof, either with or without process of law, and expel Sublessee or any person occupying the Premises, and so to repossess and enjoy the Premises; or (b) relet the Premises applying the rental from the new tenant to this Sublease and to Sublessee's obligations throughout the balance of its Term provided; however, that in any event of Sublessee's default, Sublessee shall remain obligated to pay the balance of all remaining rent for the remainder of the Term.

5. Use of Premises. The Premises may be used and occupied for the purpose of operating a bus transportation company, including the repairing, washing, and, parking of trucks and other vehicles ("Intended Use") or for any other legal purpose. In the event that there are any permits, licenses, approvals, permissions, or other governmental authorizations (collectively the "Authorizations") required for Sublessee's Intended Use of the Premises, acceptance of the Premises and of this Lease is hereby made conditional upon receipt of all such Authorizations required for Sublessee's Intended Use. In the event that Sublessee is unable to obtain all such Authorizations, or that zoning restrictions, governmental ordinances and existence of condemnation proceedings are not as warranted, Sublessee shall have the option to terminate this Lease by written notice to District. Sublessee's use of the Premises shall be consistent with District's policies, except as otherwise stated in this Sublease. Sublessee will not allow the use of firearms, alcohol, or illegal drugs on the Premises or other District property at any time or under any circumstance.

6. Assignment or Subletting. Sublessee may not assign this Lease to a third party ("Assignee") without the prior written consent of the Landlord and District which consent shall not be unreasonably withheld, delayed or conditioned if the Assignee has entered into a transportation contract with District for the term of the Sublease to provide District transportation services inclusive of school bus services. Any such assignment document shall contain language requiring the Assignee to assume all of Sublessee's obligations, duties, and liabilities under the Sublease. A Subtenant or Assignee may (i) assign this Sublease to (A) a corporation with which Subtenant or Assignee may merge or consolidate, to (B) Sublessee's or Assignee's parent or any subsidiary of Sublessee's or any corporation under common control with Sublessee, if the Assignee has entered into a transportation contract with District for the term of the Sublease to provide District transportation services inclusive of school bus services. In either event, Sublessee and Assignee shall remain liable and responsible to District for the performance of all tenant obligations hereunder. Any such Sublease or Assignment shall require the Sublessee or Assignee to provide the same indemnities of District and Landlord that are required in this Sublease.

7. Sublessee's Maintenance. Sublessee shall, at its own expense, maintain the parking lot, driveways and curb cuts of the Premises in good repair.

8. Insurance.

A. Sublessee shall, at Sublessee's cost and expense, maintain a policy of commercial general liability and property damage insurance for the Premises, in the amount of One Million Dollars (\$1,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state where the Premises are located. In any event, Sublessee may provide such coverage under any blanket policy of Sublessee or its

parent corporation. Upon request, Sublessee shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be cancelled or amended in any material respect without thirty (30) days prior written notice to Landlord.

B. Sublessee and District each waives, for itself and its insurers, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The parties shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation.

9. Indemnification. Notwithstanding Sublessee's obligation to provide and maintain insurance, Sublessee shall defend, indemnify and hold harmless Landlord and District, and their respective directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Sublessee) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of Sublessee's use or occupancy of the Premises including, without limitation (i) acts or omissions of Sublessee in performing this Sublease. Nothing in this indemnity shall require Sublessee to indemnify Landlord or District from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Landlord or District, or their respective agents, employees or contractors.

10. Compliance with Laws. Sublessee shall not allow any unlawful occupation, business or trade to be conducted on the Premises or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto, and shall protect District and the Premises against any tax, fee, or other charge or penalty imposed or levied against District property on account of any failure to comply with any such law, ordinance or regulation.

11. Safety and Security. Sublessee is solely responsible and liable for the safety and security of its employees, guests, and invitees while they are on or near to Premises.

12. Damages. Sublessee shall be liable to District for any damages to the Premises or District property caused by Sublessee, its employees, contractors, agents, or invitees.

13. Sublessee's Indemnification for Hazardous Substances. Sublessee agrees to indemnify, defend and hold harmless the District and Landlord from any and all Liabilities resulting from or arising in connection with the presence, use, disposal, release, or transportation of any regulated hazardous substance or toxic substances, materials or waste (collectively "Hazardous Substance") in, on, under, from or affecting the Premises as a result, in whole or in part, of the actions or omissions of the Sublessee, its assigns or others after the date of its first lease of the Premises. Without limiting the generality of the foregoing, Sublessee's indemnity shall apply to any and all liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or

property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto, or under the Premises provided; however, that it is established that such Liability resulted from or arose out of an action or omission by the Sublessee, its affiliates, agents, contractors or invitees. Sublessee shall in no way be responsible for any such liabilities which were caused in any way by the acts or omissions of the Landlord or District, their respective agents, employees, contractors tenants (other than Sublessee) or invitees before the date Sublessee first occupied the Premises. Sublessee shall immediately notify District if it becomes aware that that any release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on, under or from the Premises. Sublessee shall promptly notify the Minnesota Pollution Control Agency and commence all necessary clean-up activities. Sublessee shall also conduct a Phase I Environmental Review of the Premises in any areas identified as having been affected by any release, leak, discharge, spill, disposal or emission of Hazardous Substances. Based upon the findings of the Phase I Environmental Review, Sublessee shall conduct a Phase II Environmental Investigation on the Property if recommended by the environmental engineer who conducted the Phase I Environmental Review. If the Phase II Environmental Investigation determines that site remediation is necessary, Sublessee is responsible and liable for any and all costs associated with the site remediation.

14. Damage and Destruction.

In the event that the Premises shall be damaged to the extent that they are untenable in part, the rent shall be abated to the extent that the Premises may not be used for Sublessee's business. District shall cause Landlord to promptly repair and/or rebuild the Premises to substantially the same condition in which it existed prior to such damage.

15. Property Taxes. Sublessee agrees to pay to District on the first day of each month during the term of the Sublease and any extension thereof 1/12 of 18% of the real estate taxes levied against the real estate tax parcel ("Parcel") containing the Premises. For example, in 2008 the real estate taxes levied against the Parcel are \$26,814.22. Sublessee's share of those taxes would be calculated as follows: $18\% \times \$26,814.22 = \$4,826.56$. Sublessee's monthly tax obligation to District in calendar year 2008 would be $1/12 \times \$4,826.56 = \$402.21/\text{mo}$. The parties acknowledge that the amount of the real estate taxes may not be known in the early part of any calendar year. In such event, Sublessee shall pay each month the monthly amount paid during the previous calendar year and shall make a make-up payment when and if the District informs Sublessee of a new increased real estate tax amount. The make-up payment shall be in an amount sufficient to pay the monthly increase in such real estate taxes for the months in which Sublessee has already paid District for real estate taxes in the calendar year. If the real estate taxes due and payable in any particular calendar year decline from the amount of real estate taxes due and payable during the prior calendar year. District shall apply any excess payment made by Sublessee to the next monthly real estate tax obligations of Sublessee.

16. Default by Sublessee. If Sublessee fails to pay any installment of rent when due, and such failure continues for a period of ten (10) days after Sublessee's receipt of written notice from District, or if Sublessee fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from District specifying the nature of the default and demand for performance, then and in any event, and as often as any

such event shall occur, District may (a) declare the term ended and enter into the Premises or any portion thereof, either with or without process of law, and expel Sublessee or any person occupying the Premises, using such force as may be reasonably necessary to do so, and so to repossess and enjoy the Premises as in District's former estate; or (b) relet the Premises applying the rental from the new tenant to this Sublease, and Sublessee shall be responsible for no more than the balance that may be due, should a balance exist. Notwithstanding the foregoing, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days from and after the receipt of notice as required above, and Sublessee prior to the expiration of thirty (30) days from and after the receipt of notice as required, commences and diligently and continually pursues elimination of the cause of the default, then the District shall not have the right to declare the Sublessee in default on account of said cause. District shall use reasonable efforts to mitigate its damages in the event of any such default by Sublessee.

17. Notices. All notices between the parties shall be in writing and shall be mailed certified mail or delivered to the following addresses:

If to District:

Independent School District No. 284
Director of Finance & Business
Box 660
210 County Road 101 North
Wayzata, MN 55391

If to Sublessee:

First Student, Inc.
Real Estate Department
705 Central Avenue
Suite 300
Cincinnati, OH 45202

18. Entire Agreement. This Sublease, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral. No waivers, alterations, or modifications of this Sublease or any agreements in connection with it shall be valid unless in writing and duly executed by both District and Sublessee.

19. Savings Clause. The form of this Lease is intended for general use in the United States of America and in the event that any of the terms and provisions are in violation of or prohibited by any law, statute or ordinance of the state or city where it is used, such term or provision shall be of no force and effect to the extent of such violation or prohibition without invalidating the terms and provisions of this Lease.

20. Attorney's Fees. If either party resorts to legal action to enforce its rights under this Lease, the prevailing party shall recover from the other party its costs of such legal action, including without limitation, reasonable attorney's fees.

21. Successors and Assigns. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. Governing Law. This Lease shall be governed by the laws of the state where the Premises are located.

23. Counterpart Signatures. This Parking Spaces Sublease may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s). Facsimile transmissions of signed copies of this Parking Spaces Sublease shall be deemed original copies for all intents and purposes.

IN WITNESS WHEREOF, the parties have caused this ~~First Amendment to~~
~~Lease~~Parking Spaces Sublease to be executed by their duly authorized representatives.

FIRST STUDENT, INC.

By _____

Its _____

INDEPENDENT SCHOOL DISTRICT NO.
284

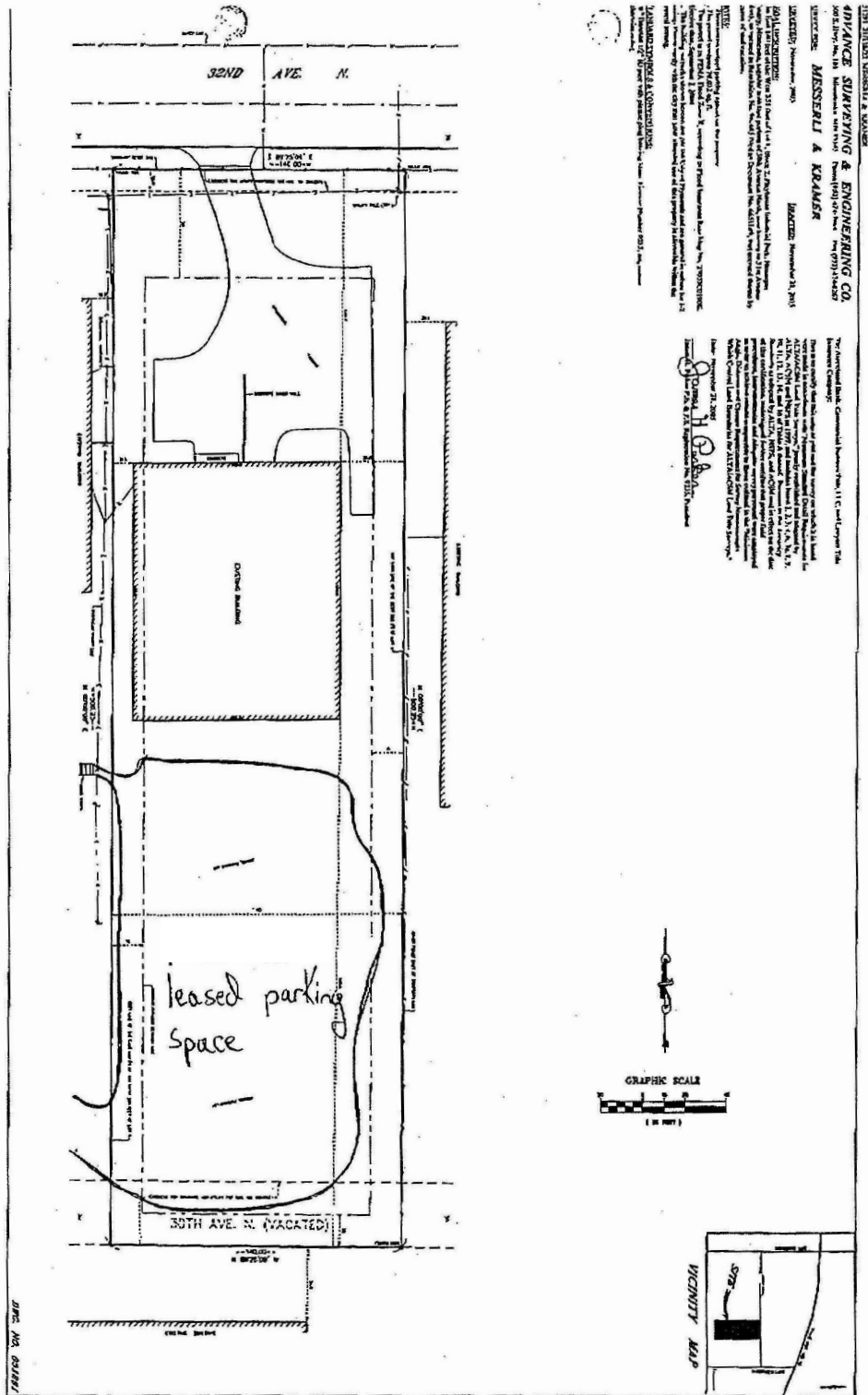
By _____

Its _____

And _____

Its _____

EXHIBIT A



WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 5. SUBLEASE FOR BUS FACILITY

ITEM: _____

COMMENTS BY: Mr. Westrum

The District has entered into a lease for a bus garage with Hanus Enterprises that was approved at the March 24, 2008 meeting. Since that time, the District has also entered into a transportation contract with First Group (aka First Student) effective August 1, 2008. Each of these respective contracts contain provisions stating the relationships and legal obligations of the landlord, the District, and the Sublessee regarding the bus facility. The Bus Facility Sublease agreement allows the District to Sublease the bus facility to First Group, our designated transportation provider.

RECOMMENDED ACTION: Approve the Bus Facility Sublease agreement with First Group (aka First Student); and authorize the clerk to execute the document.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____
24

BUS FACILITY SUBLEASE

THIS SUBLEASE is made and entered into by and between _____, a _____ corporation (hereinafter "Sublessee") and Independent School District No. 284, an independent school district and Minnesota municipal corporation under the laws of Minnesota (hereinafter "District").

WHEREAS, District has leased the Property (as defined below) from Hanus Enterprises LLP ("Landlord") by lease dated April __, 2008 (the "Lease"), and District desires to sublease the Property to Sublessee and Sublessee desires to sublease the Property from District.

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter provided in this Sublease, the parties hereby agree as follows:

1. Property. District does hereby Sublease to Sublessee, and Sublessee does hereby sublease from District the property located at 15625 32nd Avenue, Plymouth, Minnesota 55447, being more particularly described on Exhibit A attached hereto and incorporated herein, together with all improvements, fixtures, and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private (collectively the "Property").

2. Term. The Sublease term shall commence on August 1, 2008, and terminate on July 31, 2010 ("Initial Term"). If the transportation contract ("Transportation Contract") between the parties is extended, the Sublease shall also be extended for an additional two-year term ("Extension Term"), upon the same terms and conditions. If the Transportation Contract is terminated, either party may terminate the Sublease as of the termination date of the Transportation Contract by written notice to the other party. Upon termination of this Sublease, neither party will have any further rights or obligations regarding this Sublease or the Property, except for obligations of District or Sublessee which arose from acts or omissions of District or Sublessee which occurred prior to such termination of this Sublease.

3. Rent. Sublessee agrees to pay to District on August 1, 2008 and on each subsequent August 1 during the term of this Sublease and any extension thereof annual base rental in the sum of One Dollar (\$1.00). Sublessee shall not be required to pay a security deposit to District. Any additional amounts owed hereunder by Sublessee shall be considered additional rent. All rent owed under this Lease shall be paid without abatement, offset or deduction, unless expressly provided herein.

4. Default by Sublessee. If Sublessee fails to pay any installment of rent when due, and such failure continues for a period of five (5) days after Sublessee's receipt of written notice from District, or if Sublessee fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from District specifying the nature of the default and demand for performance, then and in any event, and as often as any such event shall occur, District may (1) declare the term ended and enter into the Property or any portion thereof, either with or without process of law, and expel Sublessee or any person occupying the Property, and so to repossess and enjoy the Property; or (b) relet the Property applying the rental from the new tenant to this Sublease and to Sublessee's obligations

throughout the balance of its Term provided; however, that in any event of Sublessee's default, Sublessee shall remain obligated to pay the balance of all remaining rent for the remainder of the Term.

5. Use of Property. The Property may be used and occupied for the purpose of operating a bus transportation company, including the leasing, washing, maintenance, parking and fueling of buses ("Intended Use") or for any other legal purpose. Sublessee's use of the Property shall be consistent with District's policies, except as otherwise stated in this Sublease. Sublessee will not allow the use of firearms, alcohol, or illegal drugs on the Property or other District property at any time or under any circumstance.

6. Assignment or Subletting. Sublessee may not assign this Lease to a third party ("Assignee") without the prior written consent of the Landlord and District which consent shall not be unreasonably withheld, delayed or conditioned. Any such assignment document shall contain language requiring the Assignee to assume all of Sublessee's obligations, duties, and liabilities under the Sublease. A Subtenant or Assignee may (i) assign this Sublease or the sublease of the Premises to (A) a corporation with which Subtenant or Assignee may merge or consolidate, to (B) Sublessee's or Assignee's parent or any subsidiary of Sublessee or any corporation under common control with Sublessee. In either event, Sublessee and Subtenant or Assignee shall remain liable and responsible to District for the performance of all tenant obligations hereunder. Any such Sublease or Assignment shall require the Sublessee or Assignee to provide the same indemnities of District and Landlord that are required in this Sublease.

7. Utilities. Sublessee agrees to pay for all utilities, including but not limited to electricity, gas, sewer, and water, used by Sublessee, its employees, guests, and invitees, at the Property prior to the date such utility bills are due and payable. District shall not be liable for any loss or damage caused by or resulting from any interruption or failure of such services due to any causes beyond its reasonable control.

8. Sublessee's Maintenance. Sublessee shall, at its own expense, maintain the interior and exterior of the Property in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted. Sublessee will be responsible for all general maintenance and repair costs associated with Sublessee's use of the Property, and for repairs to or replacement of the roof, foundation, structural frame, walls, fuel and other storage tanks (including pumps and associated piping and appurtenances), mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts. Sublessee shall be responsible for general housekeeping, snow removal and cutting the grass as necessary. Notwithstanding the foregoing, District shall use reasonable commercial efforts to cause Landlord to pay the cost of any necessary repair or replacement of the currently existing improvements on the Property which is individually in excess of \$20,000, and which is characterized as a depreciable capital improvement under generally accepted accounting principles. Sublessee shall repay such cost of any such improvement, with interest at the rate of seven percent (7%) per annum, as additional rent hereunder, in monthly installments equal to the sum of such interest, and the total cost of such improvement divided by the useful life of such improvements, measured in months. If the Landlord, District and Sublessee cannot agree on the useful life of the capital improvement, the

Landlord and District shall appoint a disinterested third party expert mutually acceptable to the Landlord and District to determine the useful life in accordance with industry standards. The determination of such third party shall be binding upon the Landlord, District and Sublessee.

9. Compliance with Laws. Sublessee shall not allow any unlawful occupation, business or trade to be conducted on the Property or any use to be made thereof contrary to any law, ordinance or regulation as aforesaid with respect thereto, and shall protect District and the Property against any tax, fee, or other charge or penalty imposed or levied against District property on account of any failure to comply with any such law, ordinance or regulation.

10. Safety and Security. Sublessee is solely responsible and liable for the safety and security of its employees, guests, and invitees while they are on the Property.

11. Damages. Sublessee shall be liable to District for any damages to the Property or District property caused by Sublessee, its employees, guests or invitees.

12. Indemnification. Sublessee shall defend, indemnify and hold harmless District, and its directors, officers, employees, successors, agents, and assigns from and against any and all claims, damages, costs, causes of action, expenses, liabilities, judgments, losses, suits, demands, actions, fines, and penalties and all reasonable costs and expenses relating thereto (including reasonable attorneys' fees and expert fees) (collectively "Liabilities") of any kind whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of or relating to Sublessee's use or occupancy of the Property or Sublessee's obligations under the Sublease. District shall have the right to choose its own legal counsel and seek reimbursement from Sublessee for the costs of defending any legal action arising out of, or relating to, Sublessee's activities. Sublessee shall provide the same indemnification of Landlord, its directors, officers, employees, agents, successors, assigns and affiliates set forth in Section 11A through Section 11E of the Lease. Such indemnification shall not abrogate, diminish, limit or otherwise affect any indemnification of District in the Lease.

13. Insurance.

A. Sublessee shall at Sublessee's sole cost and expense, maintain a policy of commercial general liability and property damage insurance for the Property, in the amount of Two Million Dollars (\$2,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state of Minnesota. Sublessee may provide such coverage under any blanket policy of Sublessee or its parent corporation. Upon request, Sublessee shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to District and Landlord.

B. Sublessee shall also maintain insurance coverage on all of its personal property located on the Property. Landlord and District shall be named as additional insureds under such personal property policy, if permitted by the policy.

C. Sublessee shall provide and maintain, at its sole cost and expense, a policy or policies of insurance covering loss or damage to the Property on an "All Risk" basis including earthquake and flood coverage, if appropriate, in the amount of the full replacement value of the

Property and all other improvements now or at any time hereafter constituting a part of the Property. Sublessee shall provide a certificate of insurance evidencing the required coverage, with Landlord and District named as insureds and such certificate shall provide that the policy may not be canceled or amended in any material respect without thirty (30) days prior written notice to Landlord and District.

D. Sublessee, District and Landlord each waives, for itself and its insurers, all rights of recovery against the other for loss of or damage to property (including, without limitation, loss or damage arising out of the negligence of the other party), to the extent that such loss or damage is insured. The parties shall notify their respective insurance carriers of the foregoing mutual waiver of subrogation.

E. The insurance policy of Sublessee shall be primary as compared to any insurance by District or Landlord.

F. Nothing herein shall constitute a waiver by District of any statutory limitations on District's liability beyond the limits of insurance coverage provided pursuant to this Lease.

14. Damage and Destruction.

A. In the event that the Property shall be damaged to the extent that it is untenantable in part; rent shall be abated to the extent permitted under the Lease. District shall use reasonable commercial efforts to cause Landlord to promptly repair and/or rebuild the Property to substantially the same condition in which it existed prior to such damage.

B. In the event that the Property shall be totally destroyed or shall be damaged as to be totally untenantable, either party may elect, within thirty (30) days of the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. If the Landlord terminates the Lease by reason of such damage or destruction, this Sublease shall automatically terminate. In the event neither party elects to terminate this Sublease, District shall use reasonable commercial efforts to cause Landlord to promptly restore the Property to substantially the same condition in which it existed prior to such destruction or damage and the rent will abate totally during the period of restoration.

C. In the event Landlord does not, within six (6) months of the destruction or damage to the Property, restore the Property as required herein, then Sublessee shall have the option to terminate this Lease upon written notice to Landlord and District.

D. Not less than 10 days prior to the Sublease term, Sublessee shall deliver to District and Landlord certificates of all insurance required to be maintained hereunder. Sublessee shall notify District and Landlord of any changes in coverage or policy status for the policy required to be maintained under this Sublease prior to the commencement of the Sublease term. No such change shall be permitted without District's prior written consent which shall not be unreasonably withheld.

15. Alterations and Improvements. All material alterations, additions or improvements requested in writing by Sublessee shall be made at Sublessee's expense, and only

with the prior written consent of the District and Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Such alterations, additions or improvements and all equipment, trade fixtures and furniture shall be and remain the property of the Sublessee and Sublessee may elect to remove them at any time during the term of this Sublease or any extensions thereof. In the event that Sublessee does not remove such alterations, additions or improvements at the final expiration of the Sublease at the option of District, they shall become the property of the District, provided, however, that Landlord or District may direct Sublessee to remove such additions and improvements at Sublessee's expense prior to the final expiration of the Sublease. At the expiration of the Sublease, Sublessee shall deliver the Premises to the District in as good order and condition as at the commencement of the term of this Sublease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Sublessee's alterations, additions, improvements or trade fixtures at the expiration of the Sublease term shall be repaired at Sublessee's expense.

16. Condemnation.

A. If the whole or part of the Property shall be taken or condemned by any competent authority for any public use or purpose during the term of this Sublease, or any extension or renewal, or if such authority shall take title to the Property in lieu of condemnation, Sublessee reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for the taking, based upon its ownership of leasehold improvements, interruption of business and moving expenses, without impairing any rights of Landlord for the taking of or injury to the reversion.

B. In the event that a part of the Property shall be taken or condemned or title be transferred in lieu of condemnation which, in the reasonable judgment of District or Sublessee, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off all reasonable direct access from the Property to any adjacent public street, highway or road, or which results in the parking lot area being rendered too small for the safe and easy maneuvering of Sublessee's vehicles, then and in any such event, Sublessee or District may at any time either prior to or within a period of thirty (30) days after the date when possession of the Property shall be required by the condemning authority, elect to terminate this Sublease. In the event that both Sublessee and District fail to exercise their options to terminate this Sublease then this Sublease shall continue in effect with respect to the portion of the Property not taken except that the rent and other charges for which Sublessee is responsible hereunder shall be equitably reduced. In the event that Tenant wishes to remain on the Premises, the parties will negotiate with Landlord in good faith to determine whether Landlord will restore the condemned portion of the Premises.

17. Sublessee's Covenants. Sublessee covenants and agrees that it will be solely responsible for the maintenance and compliance of the Property and all tanks with all applicable state, federal and other environmental laws during the entire term of this Sublease, including without limitation, the performance of the following tasks, at its sole cost:

1 to maintain, repair, replace and upgrade, and replace such tanks and all fuel-related piping and equipment and systems (the "Fueling Facilities"), whenever required to keep the same in compliance with environmental laws;

2 to comply with all environmental laws and regulations related to Sublessee's use of tanks and Fueling Facilities; this obligation includes performing or arranging for the performance of any and all inspections, tests, audits, monitoring, assessment or remediation required for Sublessee's compliance with all such laws and regulations;

3 to properly operate the fuel pumps and dispensing unit equipment;

4 to maintain the drain catch basin in clean and properly functioning manner;

5 to maintain the manual inventory control system for all fuel delivered to the tanks on a daily basis;

6 to operate leak detection equipment, if any, as required and to notify District and/or the applicable governmental agency in the event of a leak within twenty-four hours of Sublessee discovering such leak; and

7 to perform fuel island inspections on a daily basis.

18. Sublessee's Indemnification for Hazardous Substances. Sublessee agrees to indemnify, defend and hold harmless the District and Landlord from any and all Liabilities resulting from or arising in connection with the presence, use, disposal, release, or transportation of any regulated hazardous substance or toxic substances, materials or waste (collectively "Hazardous Substance") in, on, under, from or affecting the Property as a result, in whole or in part, of the actions or omissions of the Sublessee, its assigns or others after the date of its first lease of the Property. Without limiting the generality of the foregoing, Sublessee's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Property, any cleanup, removal or restoration of the Property required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto, or under the Property provided; however, that it is established that such Liability resulted from or arose out of an action or omission by the Sublessee, its affiliates, agents, contractors or invitees. Sublessee shall in no way be responsible for any such Liabilities which were caused in any way by the acts or omissions of the Landlord or District, their respective agents, employees, contractors tenants (other than Sublessee) or invitees before the date of this Sublease. Sublessee shall immediately notify District if it becomes aware that that any release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on, under or from the Property. Sublessee shall promptly notify the Minnesota Pollution Control Agency and commence all necessary clean-up activities. Sublessee shall also conduct a Phase I Environmental Review of the Property in any areas identified as having been affected by any release, leak, discharge, spill, disposal or emission of Hazardous Substances. Based upon the findings of the Phase I Environmental Review, Sublessee shall conduct a Phase II Environmental Investigation on the Property if necessary. If the Phase II Environmental Investigation determines that site remediation is necessary, Sublessee is responsible and liable for any and all costs associated with the site remediation.

19. Property Taxes. District agrees to pay, before they become delinquent, all real estate taxes and installments of special assessments lawfully levied or assessed against the Property and due and payable in any year during the term hereof.

20. Severability. If any term, condition or provision of this Sublease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, provision and condition to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Sublease and all terms, provisions and conditions hereof shall, in all other aspects, continue to be effective and to be complied with to the fullest extent permitted by law.

21. Relationship. This Sublease does not create the relationship of principal and agent of partnership or of joint venture or of any association between Sublessee and District.

22. Construction of Sublease. It is agreed that this Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

23. Entire Agreement. This Sublease shall constitute the entire agreement relating to the sublease of the Property between the parties. Any prior understanding or representation of any kind preceding the date of this Sublease shall not be binding upon either party except to the extent incorporated in this Sublease. Notwithstanding the prior sentence in this Section 18, this Sublease shall be subject and subordinate to the terms and conditions of the Lease. Sublease shall be subject to any prohibitions and restrictions, in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease.

DISTRICT: INDEPENDENT SCHOOL DISTRICT NO. 284

By: _____
Its: Board Chair

Date: _____

By: _____
Its: Board Clerk

Date: _____

SUBLESSEE:

By: _____

Date: _____

Its: _____

EXHIBIT A
To
Maintenance Facility Sublease

Lot 1, Block 2, Playhouse Industrial Park, Hennepin County, Minnesota, inclusive of rights to adjacent vacated roads, if any (Property I.D. 21-118-22-23-0004).

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – July 28, 2008

AGENDA SECTION: 6. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Moroz

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____