

## **AMENDMENT NO. 2 TO LEASE**

**THIS AMENDMENT NO. 2 TO LEASE** (“Amendment No. 2”) made as of March 8, 2022, is by and between County of Ramsey, a political subdivision of the state of Minnesota (“County”), and Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation (“Board”).

### **RECITALS**

- A. County and Board entered into a Lease Agreement dated June 9, 1997 (the “1997 Lease”) whereby the Board let to County the real property legally described in the Lease and referred to therein as the “Premises” and the City of Saint Paul acknowledged and consented to the 1997 Lease.
- B. County and Board entered into an Amendment to Lease dated March 24, 2015 (“Amendment No. 1”) to amend the 1997 Lease to provide that County’s use shall include an addition to the existing hockey arena, and to extend the term of the lease to December 31, 2055 which the City of Saint Paul acknowledged and consented to in Amendment No. 1.
- C. County and Board desire and intend to amend the Premises as described in Section 2 of the 1997 Lease, and remove sections that are no longer applicable.
- D. County and Board acknowledge the rights and obligations between the parties that are included in the Memorandum of Understanding between Board, County, and the City of Saint Paul, dated February 2, 2022.
- E. County and Board desire and intend that the City of Saint Paul acknowledge and accept Amendment No. 2 as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated in their agreement, the County and Board agree to amend the Lease as follows:

- 1) Section 2. is hereby replaced in its entirety with the following:
  - 2. PREMISES. The Premises to be utilized by County is described in Exhibit Amend 2-A and depicted in Exhibit Amend 2-B.
- 2) Section 8. is hereby removed in its entirety.
- 3) Section 9. is hereby removed in its entirety.
- 4) The attached Exhibits Amend 2-A and Exhibit Amend 2-B are hereby added in their entirety.

- 5) Except as modified in Amendment No. 1 and this Amendment No. 2, the terms of the 1997 Lease will remain in full force and effect.
- 6) The Recitals and Exhibits are true and correct, and are incorporated herein.

*[the remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 to be effective as of the date first written above.

**APPROVED:**

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

\_\_\_\_\_  
Patrick Shea, General Manager  
Saint Paul Regional Water Services

\_\_\_\_\_  
Mara Humphrey, President

\_\_\_\_\_  
Lisa Veith, Assistant City Attorney

\_\_\_\_\_  
Mollie Gagnelius, Secretary

\_\_\_\_\_  
John McCarthy, Director  
Office of Financial Services

**APPROVED AS TO FORM:**

**COUNTY OF RAMSEY**

\_\_\_\_\_  
Assistant Ramsey County Attorney

\_\_\_\_\_  
Ryan T. O'Connor  
Ramsey County Manager

**COUNTERSIGNED:**

**CITY OF SAINT PAUL**

\_\_\_\_\_  
Jamie Tincher, Deputy Mayor

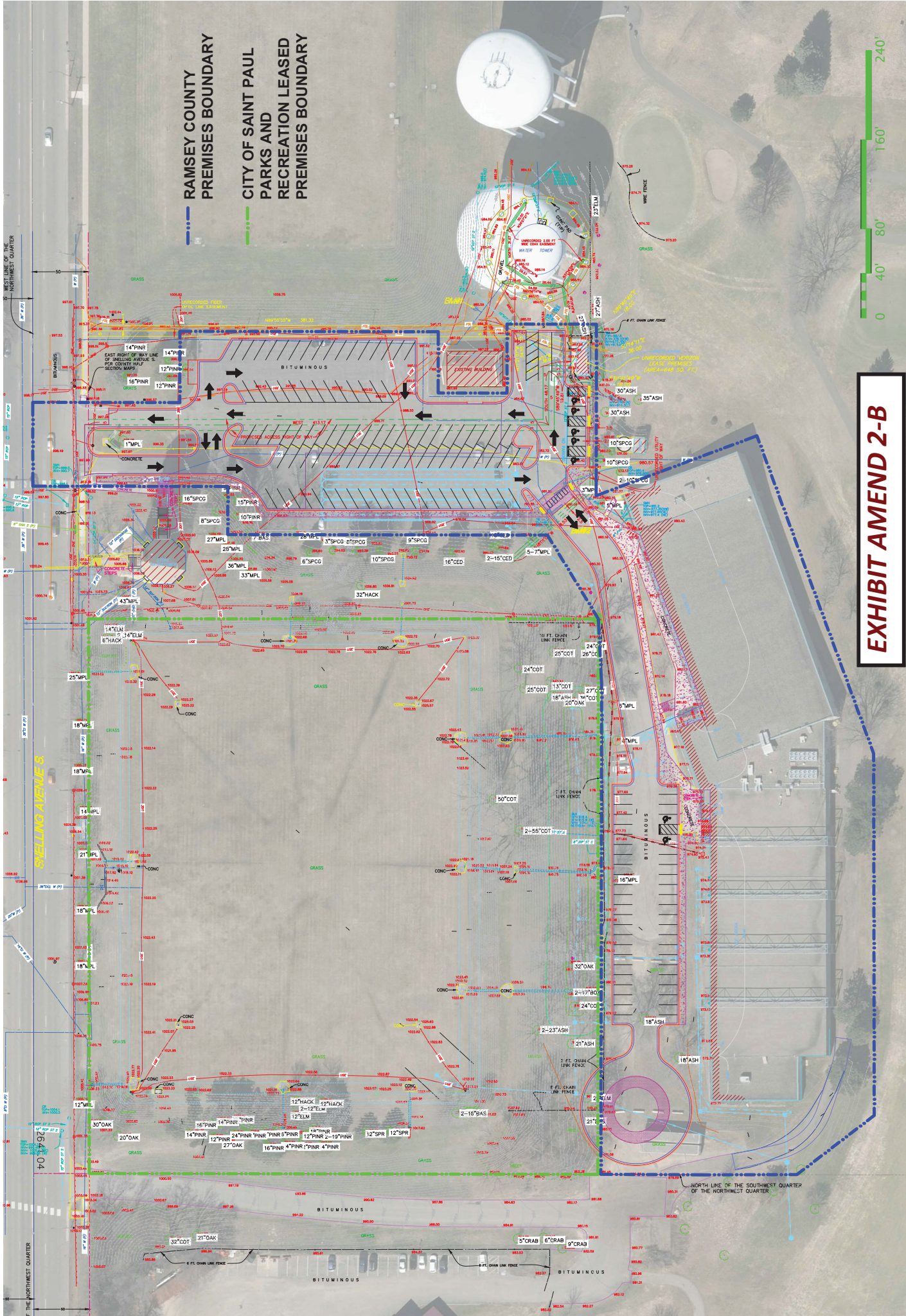
\_\_\_\_\_  
Shari Moore, City Clerk

**EXHIBIT AMEND 2-A  
RAMSEY COUNTY PREMISES**

The Premises to be utilized by the County are described as follows:

That part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 28, Range 23, Ramsey County, Commencing at the southwest corner of said Northwest Quarter of the Northwest Quarter, thence North 0 degrees 04 minutes 30 seconds West, assumed bearing, along the west line of said Northwest Quarter of the Northwest Quarter a distance of 617.30 feet to the point of beginning of the land to be described; thence South 89 degrees 54 minutes 27 seconds East a distance of 175.05 feet; thence South 0 degrees 06 minutes 20 seconds West a distance of 43.19 feet; thence South 89 degrees 54 minutes 25 seconds East a distance of 287.00 feet; thence South 31 degrees 18 minutes 13 seconds East a distance of 88.04 feet; thence South 02 degrees 55 minutes 08 seconds East a distance of 58.38 feet; thence South 0 degrees 05 minutes 41 seconds West a distance of 440.66 feet, more or less, to the south line of said Northwest Quarter of the Northwest Quarter; thence South 89 degrees 54 minutes 26 seconds East, along said south line, a distance of 175.87 feet; thence North 52 degrees 34 minutes 17 seconds East a distance 87.60 feet; thence North 0 degrees 05 minutes 35 seconds West a distance of 325.00 feet; thence North 20 degrees 09 minutes 34 seconds West a distance of 304.07 feet; thence South 69 degrees 33 minutes 18 seconds West a distance of 154.00 feet; thence North 0 degrees 02 minutes 40 seconds East a distance of 19.39 feet; thence North 0 degrees 08 minutes 07 seconds East a distance of 80.29 feet; thence North 0 degrees 02 minutes 52 seconds East a distance of 54.32 feet; thence North 89 degrees 54 minutes 47 seconds West a distance of 80.30 feet; thence South 0 degrees 00 minutes 07 seconds West a distance of 62.00 feet; thence North 89 degrees 53 minutes 57 seconds West a distance of 61.80 feet; thence North 0 degrees 05 minutes 35 seconds East a distance of 55.00 feet; thence North 89 degrees 54 minutes 25 seconds West a distance of 232.00 feet; thence South 0 degrees 05 minutes 35 seconds West a distance of 64.00 feet; thence North 89 degrees 54 minutes 25 seconds West a distance of 132.00 feet, more or less, to the west line of said Northwest Quarter of the Northwest Quarter; thence South 0 degrees 04 minutes 30 seconds East, along said west line, a distance of 75.30 feet, more or less, to the point of beginning and there terminating, subject to Snelling Avenue over the west 50 feet thereof.





**EXHIBIT AMEND 2-B**