

**2024 LEASE AMENDMENT
AND RENTAL RATE ADJUSTMENT**

For the

IMPOUND LOT

**SOUTHPORT TERMINAL
SAINT PAUL, MINNESOTA**

THE PORT AUTHORITY OF THE CITY OF SAINT PAUL,

Landlord

and

CITY OF SAINT PAUL,

Tenant

Effective: January 1, 2024

Signed and Dated: _____, 2024

**2024 LEASE AMENDMENT
AND RENTAL RATE ADJUSTMENT
IMPOUND LOT (CITY OF SAINT PAUL)
SOUTHPORT TERMINAL
Saint Paul, Minnesota**

This 2024 Lease Amendment and Rental Rate Adjustment (“2024 Lease Amendment and Rental Rate Adjustment”), dated as of January 1, 2024, is between the PORT AUTHORITY OF THE CITY OF SAINT PAUL, a public body corporate and politic organized under the provisions of Minnesota Statutes Chapter 469 (the “Landlord”), and the CITY OF SAINT PAUL (“Tenant”). The Port Authority and Tenant are sometimes referred to individually and collectively as a “Party” or the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain Lease, dated December 1, 2014 (the “Lease”), the term of which is scheduled to expire on December 31, 2033 (“Expiration Date”) for approximately 9.1 acres of land known as the Impound Lot in the Southport Terminal, Saint Paul, MN, as further described in the Lease (the “Leased Premises”).

WHEREAS, Landlord has informed Tenant that it does not intend to renew the Lease beyond the Expiration Date.

WHEREAS, the Port Authority and Tenant are working closely together to identify an alternative location for the Tenant to operate an impound lot and have agreed to adjust the Rent and per car Tonnage Rent for the remainder of the Term of the Lease

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, the parties hereto agree as follows:

1. **Annual Base Rent.** Tenant shall pay to Landlord monthly installments of rent based on a square foot price, in advance, in the amounts and for the periods as follows:

Base Rent:	Annual	Monthly	PSF
<i>** Begin calculations from 396,352 sq ft; \$124,059.76 (psf of \$0.3130)</i>			
<i>January 1, 2024 to May 31, 2024</i>		<i>\$10,338.31</i>	<i>\$0.3130</i>
<i>June 1, 2024 to December 31, 2024</i>		<i>\$10,751.85</i>	<i>\$0.3255</i>
January 1, 2025 to December 31, 2025	\$134,183.04	\$11,181.92	\$0.3385
January 1, 2026 to December 31, 2026	\$139,550.36	\$11,629.20	\$0.3521
January 1, 2027 to December 31, 2027	\$145,132.37	\$12,094.36	\$0.3662
January 1, 2028 to December 31, 2028	\$150,937.67	\$12,578.14	\$0.3662
January 1, 2029 to December 31, 2029	\$156,975.17	\$13,081.26	\$0.3808
January 1, 2030 to December 31, 2030	\$163,784.35	\$13,604.52	\$0.4119
January 1, 2031 to December 31, 2031	\$169,784.35	\$14,148.70	\$0.4284
January 1, 2032 to December 31, 2032	\$176,575.72	\$14,714.64	\$0.4455
January 1, 2033 to December 31, 2033	\$183,638.75	\$15,303.23	\$0.4633

2. **Per Car Tonnage Rent.** From January 1, 2024 through May 31, 2024, per car Tonnage Rent will remain at the annual rate of \$2.00 per car (which is paid monthly), with an increase from June 1, 2024 through December 31, 2024 to \$0.50 per car (also paid monthly). Beginning January 1, 2025, Tonnage Rent will be paid at the annual rate of \$2.50 per car (paid monthly), with an annual increase thereafter of \$0.50 per car. Tenant will provide a report each month along with the Tonnage Rent payment to the Landlord showing the total number of cars and the payment calculation.

3. **Expiration of Lease Term.** Upon expiration of the Lease Term on December 31, 2033, the Lease will not be renewed, and Tenant must vacate the property.

4. **Contingency.** This 2024 Lease Amendment and Rental Rate Adjustment is contingent on approval by the Landlord's Board of Commissioners, and said approval was granted on May 28, 2024.

5. **Terms and Conditions.** Except as modified herein, all of the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this 2024 Lease Amendment and Rental Rate Adjustment, effective January 1, 2024.

LANDLORD:

PORT AUTHORITY OF THE
CITY OF SAINT PAUL

By _____
Todd P. Hurley, President and CEO

By _____
Bruce A. Kessel, CFO

Reviewed and Approved as to Form:

By _____
General Counsel of the Port Authority

*{Signature Page to 2024 Lease Amendment and Rental Rate
Adjustment for the Impound Lot (City of Saint Paul)}*

TENANT:

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: Director of Financial Services

By: _____
Its: City Clerk

Approved as to form:

Assistant City Attorney