

This Amendment to the February 8, 2005 Lease Agreement between the Board of Water Commissioners of the City of Saint Paul, a municipal corporation under the laws of the State of Minnesota ("Board") and the City of Saint Paul, a home rule charter city ("City") is made this 13th day of March, 2018.

WHEREAS, Board and City entered into a Lease Agreement for property owned by the Board and located west of I-35E and south of County Road B in Maplewood, MN, commonly referred to as Sandy Lake; and

WHEREAS, the Board had used the property for spent lime landfill, and after ceasing the use was required by the Minnesota Pollution Control Agency to close the landfill; and

WHEREAS, the City intended to use the property for the construction and operation of soccer fields, but never obtained the funds to proceed with the project; and

WHEREAS, the Lease Agreement was for an initial term of 30 years, and in lieu of rent the City permitted the Board to use a 2.5 acre site at Pig's Eye landfill for soil recycling with a 1 acre backup site at the City's Como Shop site; and

WHEREAS, the City as part of the Great River Passage initiative now wishes to make improvements to the Pig's Eye site which will allow the public to enter, park and gain access to the natural areas within the site; and

WHEREAS, the Board and the City have agreed upon conditions for the termination of the February 8, 2005 Lease Agreement;

Now, therefore, parties agree as follows:

1. Section [22]B. of the Lease Agreement is hereby amended as shown below. New language is indicated by underline and deleted language is indicated by strikethrough:

B. If initiated by the City:

- (i) If for cause, City shall provide Board with sixty (60) days' written notice of intent to terminate this Lease. If Board fails to cure the stated cause within sixty (60) days' of receipt of notice, the Lease shall be terminated, and the City shall be compensated in accordance with the schedule of Section A.(3) above.
- (ii) On or after June 15, 2018, if the City has not constructed soccer fields and determines that it will not be constructing soccer fields it may terminate the Lease by providing Board with sixty (60) days' written notice of intent to terminate this Lease.

- C. If the Lease terminates via non-renewal, pursuant to Section [3], no damages shall be owed or due to either party.

2. Section [22] of the Lease Agreement is additionally hereby amended to include the following:

D. If the Lease is terminated pursuant to Section B.(ii) above, the requirement under Section [4]C is of no further force and effect.

3. All other terms and conditions of the Lease Agreement remain in full force and effect.

In Witness Whereof, parties have signed this Amendment on the date first written above.

BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL

CITY OF SAINT PAUL

President

Mayor

Secretary

Director of Parks and Recreation

General Manager

Director of Finance

Approved as to form:

City Clerk

Assistant City Attorney

Approved as to form:

Assistant City Attorney