

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment" or "Amendment to Lease") made as of _____, 2015, 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 the 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" for the County to use the Premises for the construction, operation and maintenance of an existing artificial ice arena, an additional arena to be built adjacent to the existing arena and adjacent parking ("County's Use"), in accordance with the terms and conditions of the Lease. The County completed the additional arena ("1997 Addition"), and the existing and additional arena and adjacent parking are referred to in the Amendment as the "Highland Ice Arena" or "Arena".
- B. The City of Saint Paul acknowledged and consented to the 1997 Lease and cooperated with the County to enable the County to undertake and complete the 1997 Addition.
- C. The term of the Lease is forty (40) years, commencing June 9, 1997, and terminating June 8, 2037.
- D. County has entered into a lease with Cretin Durham Hall High School ("County Lease") to enable the School and the County to enlarge the Arena through the construction of team locker rooms and other improvements in the location shown on attached **Exhibit A** (the "Addition").
- E. Staff to the Board has reviewed and approved the concept plan of the Addition.
- F. County and Board desire and intend to amend the 1997 Lease to provide that County's use shall include the Addition; that the County Lease is acceptable to the Board; and to extend the term; and also desire and intend that the City of Saint Paul acknowledge and accept the Amendment 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 1 "GENERAL UNDERSTANDING" is amended by deleting the words "this Agreement" in the first sentence and inserting the words "the Amendment to Lease.". The first sentence of Section 1 shall be as follows:

The Board, for consideration hereinafter set forth, does hereby let unto County certain property, hereinafter referred to as "Premises", located within the City of Saint Paul, Ramsey County, State of Minnesota, for a

term of forty (40) years, commencing on the date of execution of the Amendment to Lease and terminating on December 31, 2055.

The second sentence of Section 1 shall remain unchanged.

2. Section 3 "USE OF THE PROPERTY" is amended by deleting the first sentence stating "County will use the above-described Premises solely for the construction, operation and maintenance of the existing ice arena, and additional arena to be built north of and adjacent to the existing arena, and adjacent parking." and replacing it with the following:

County will use the above-described Premises solely for the construction, operation and maintenance of the existing ice arena (including the addition constructed in 1997), an addition to contain locker rooms in the location shown on **Exhibit A** attached to this Amendment to Lease (the Addition) pursuant to the Lease or as otherwise determined by the County (subject to Board approval under the terms and conditions of this Agreement), and adjacent vehicle parking. The County Lease and construction plans for said addition to locker rooms are subject to approval by Board staff prior to commencement of the construction, which approval shall not be unreasonably conditioned, delayed or withheld.

The last sentence of Section 3 shall remain unchanged.

3. Section 10 "INSURANCE DURING CONSTRUCTION" is amended by modifying the phrase "During the construction period, the County contractor shall take out and maintain comprehensive public liability for itself" to state as follows:

During the construction period of the Addition, whether by the construction contractor, the tenant under the County Lease, or by other means, there shall be in place and maintained comprehensive public liability insurance for the contractor,

4. Section 10 "INSURANCE DURING CONSTRUCTION" is amended to restate "a. Commercial General Liability (ISO CGL Form)" and "b. Automobile Liability Insurance" to be as follows:

a. Commercial General Liability (ISO CGL Form CG 2010 AND CG2037) minimum limits:

\$1,500,000.00 per occurrence

\$2,000,000.00 annual aggregate

\$2,000,000.00 products/completed operations total limit

\$1,500,000.00 personal injury and advertising liability

The policy is to be written on an occurrence basis or as acceptable to the County's risk manager. Certificates of Insurance must indicate if the policy is issued pursuant to these requirements.

b. Automobile Liability Insurance

Minimum Limit: \$1,000,000.00 per occurrence combined single limit

Coverage shall include hired, non-owned and owned auto.

4. Section 11, TERMINATION; RESTORATION OF PREMISES shall be amended to add the following sentence at the end of the Section:

Termination of this Agreement by either party shall be done by 60 days written notice to the other party of intent to terminate, which notice shall include the terminating party's proposed plan for removal and/or restoration of the Premises.

4. Except as modified in this Amendment, the terms of the Agreement (the 1997 Lease) shall remain in full force and effect. The terms of the 1997 Lease Agreement and of this Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.

Approved:

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

Stephen P. Schneider, General Manager

By: _____
Matt Anfang, President

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney

By: _____
Mollie Gagnelius, Secretary

Date: _____

Date: _____

[ACKNOWLEDGED]

[COUNTERSIGNED]

By: _____
Todd Hurley, Director
Office of Financial Services

Date: _____

CITY OF SAINT PAUL

By: _____,
_____, Mayor

Date: _____

By: _____
Shari Moore, City Clerk

Date: _____

Approval Recommended:

Jon Oyanagi,
Director, Parks and Recreation
Department

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

COUNTY OF RAMSEY

By: _____
Jim McDonough, Chair, Ramsey
County Board of Commissioners

Date: _____

By: _____
Bonnie Jackelen,
Chief Clerk, Ramsey County Board of
Commissioners

Date: _____

EXHIBIT A

Certificate of Survey showing the Location of the Addition

CERTIFICATE OF SURVEY

~for~ R.J. RYAN CONSTRUCTION
~of~ HIGHLAND PARK ICE ARENA

PROPERTY DESCRIPTION:

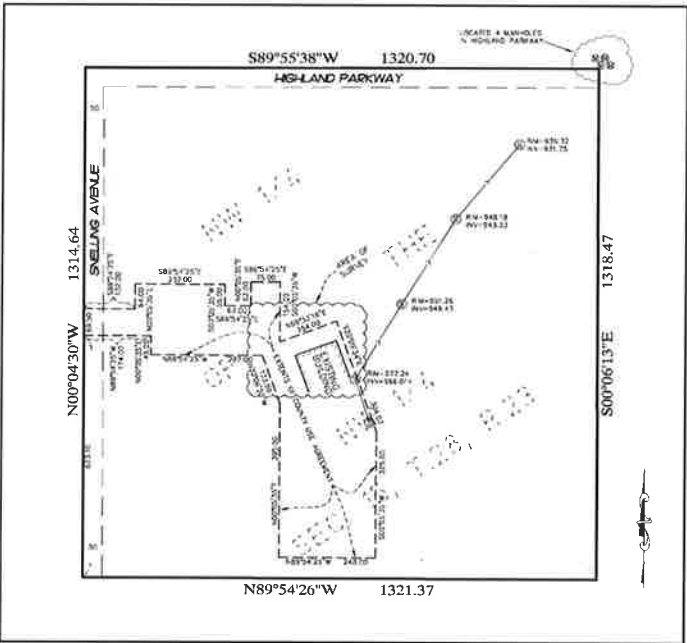
The Northwest Quarter of the Northwest Quarter of Section 15, Township 28,
Range 23, Ramsey County, Minnesota.

NOTES:

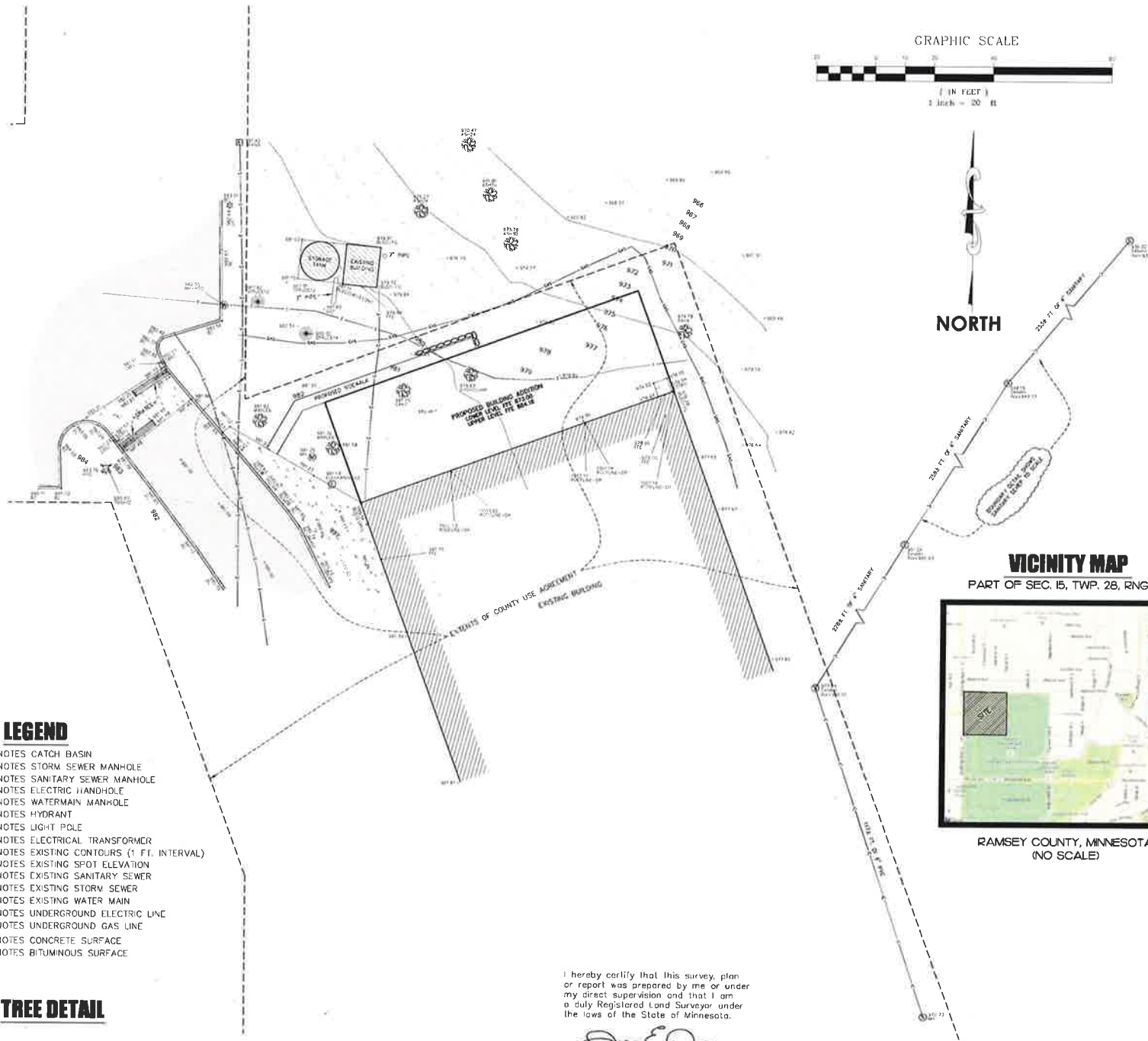
- Field survey was completed by E.G. Rud and Sons, Inc. on 6/24/14.
- Bearings shown are on the Ramsey County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Benchmark: MNDOT Station: SNELLING. Elevation = 1097.37 (NAVD 88 datum).

BOUNDARY DETAIL:

(SCALE: 1" = 200')



E. G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com



LEGEND

- DENOTES CATCH BASIN
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊙ DENOTES ELECTRIC HANDHOLE
- ⊙ DENOTES WATERMAIN MANHOLE
- ⊙ DENOTES HYDRANT
- ⊙ DENOTES LIGHT POLE
- ⊙ DENOTES ELECTRICAL TRANSFORMER
- DENOTES EXISTING CONTOURS (1 FT. INTERVAL)
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE

TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: 7/6/2015 License No. 41578

VICINITY MAP

PART OF SEC. 15, TWP. 28, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

DRAWN BY: BAB	JOB NO. 14339BT	DATE: 7/11/14
CHECK BY: JER	SCANNED	
1	2/11/15	ADD COUNTY USC PARCEL
2		BAB
3		
NO.	DATE	DESCRIPTION
BY		

14339BT

EXHIBIT A