

Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7550

PARCEL: 6235 (10=113) 901 0103

LEASE NO. 62004

AMENDMENT OF COMMERCIAL LEASE
No. 10

THIS AGREEMENT, is made by and between the State of Minnesota, Department of Transportation ("Landlord") and City of St. Paul ("Tenant"), and shall be an amendment and addition to Lease No. 62004 (also known as Lease No. H-05895).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 62004, as amended ("Lease") involving the rental of a commercial property;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease; and

NOW THEREFOR, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions which shall become a part of the Lease No. 62004, effective as of the date set forth hereinafter.

1. Effective on April 30, 2020, this Lease No. 62004 shall be renewed for a period of two (2) years commencing on May 1, 2020 and continuing through April 30, 2022, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective on April 30, 2020, Section 2 of the Lease is deleted in its entirety and the following is substituted in lieu thereof:

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of One Thousand Seven Hundred Twenty and No/100 Dollars (\$1,720.00) in two (2) equal payments of Eight Hundred Sixty and No/100 Dollars (\$860.00) each due and payable in advance on or before May 1st of each year during the term of this Lease. Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation
Office of Financial Management
Accounting Department
395 John Ireland Boulevard - Mailstop 215
St. Paul, Minnesota 55155

Make checks payable to:
Commissioner of Transportation

3. Effective on April 30, 2020, the following paragraph is added to Section 3 of the Lease:

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act (“ADA”). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord’s invoice.

4. Effective on April 30, 2020, the following paragraph is added as a second paragraph to Section 7 of the Lease:

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

5. Effective on April 30, 2020, Section 14 of the Lease is deleted in its entirety and the following Section 14 is substituted therefor:

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

6. The terms of the original Lease and its amendment(s) are expressly reaffirmed and remain in full force and effect. By this reference the original Lease and its amendment(s) are attached and incorporated into this agreement.

TENANT
City of St. Paul

Signature _____
Mayor or Deputy Mayor

Print Name _____

Title _____ Date _____

Signature _____
City Clerk

Print Name _____

Title _____ Date _____

Signature _____
Dir. of Financial Services

Print Name _____

Title _____ Date _____

Signature _____
Asst. City Attorney

Print Name _____

Title _____ Date _____

LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION

By _____
Lynn P. Clarkowski, P.E.
Metro Program Delivery Engineer

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____