

Minnesota Department of Transportation
Metro District
1500 W. County Road B2
Roseville, MN 55113
651-234-7598

C.S. 6235 (10=113) 901 LEASE NO. 62004
PARCEL: 0103, 103A, 104, & 105

AMENDMENT OF COMMERCIAL LEASE
No. 8

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.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 62004 ("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, 2016, this Lease No. 62004 shall be renewed for a period of two (2) year(s) commencing on May 1, 2016 and continuing through April 30, 2018, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective on April 30, 2016, 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 five Hundred Forty-Five and No/100 Dollars (\$1,545.00) in two (2) annual payments of Seven Hundred Seventy-Two and 50/100 Dollars (\$772.50) due on or before May 1, 2016 and May 1, 2017 respectively. 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 April 30, 2016, Sections 9 of the Lease are deleted in their entirety and the following Sections of the Lease is substituted thereof:

9. **INSURANCE.** Landlord and Tenant each hereby certify that it is a duly authorized self-insured entity in accordance with Minnesota state statute chapter 466 for purposes of general liability, property damage and workers compensation claims, and furthermore, each hereby affirms and maintains its entitlement to all available immunities, defenses and protections to the fullest extent permitted by law.

4. Effective April 30, 2016, Section 20 of the Lease is hereby deleted and the following Section 20 is substituted therefore:

Section 20 HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS.

Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

5. 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. 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 _____
Tom O'Keefe, P.E.
Metro Program Delivery Engineer

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____