THIRD AMENDED LEASE AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2025, by and between the **BOARD OF WATER COMMISSIONERS of the City of Saint Paul, Minnesota** (the "Board"), and the **CITY OF SAINT PAUL** (the "City"), acting by and through its Police Department ("SPPD"), collectively referenced as ("the "Parties") being the Third Amendment to that certain Lease Agreement made on June 27, 1978, and as amended on January 9, 1995, November 9, 2020, and May 10, 2022, each of which is hereby incorporated herein by reference and made a part hereof.

WITNESSETH:

WHEREAS, the Board and the City entered into a Lease Agreement dated June 27, 1978, (the "Lease") for the purpose of allowing the City to construct and maintain a canine training and kennel facility (the "Facility") on Board-owned property located on the McCarrons Water Treatment Plant campus (the "Premises"); and

WHEREAS, the Lease has been subsequently amended and extended to authorize various improvements to the Facility and to extend the lease term through June 27, 2053; and

WHEREAS, the City has requested approval to expand parking areas and construct a retaining wall to support safe and efficient operations of the Facility; and

WHEREAS, the City has submitted conceptual plans, attached as Exhibit E, for the proposed parking and retaining wall improvements, which have been received and reviewed by Saint Paul Regional Water Services staff and found to be consistent with the intent and operational needs of the Premises, subject to compliance with permitting and environmental requirements; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree that the Lease Agreement dated June 27, 1978, as previously amended, is hereby further amended by adding the following section:

Section 30 – Parking Expansion and Retaining Wall Improvements

1. **Authorization of Improvements.**
   The Board hereby grants to the City permission to design and construct parking area

expansions and a retaining wall on the Premises to support the Facility, substantially in accordance with plans approved by Board staff prior to construction.

2. **Compliance with Laws and Permits.**
   All work performed under this section shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to zoning, building, stormwater, and environmental requirements. The City shall obtain all required permits prior to commencing construction.

3. **Environmental Considerations.**
   The City shall plan and execute the improvements with due consideration for:

   - Minimizing and mitigating tree removals;
   - Protecting water resources and surface drainage patterns; and
   - Avoiding or minimizing other environmental impacts to the Premises.

4. **All Other Terms Unchanged.**
   Except as expressly modified herein, all other terms, covenants, and conditions of the Lease Agreement and its prior amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amended Lease Agreement as of the date first above written.

BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL

By _____
Mara Humphrey, President

By _____
Racquel Vaske, General Manager

Approved as to form:

Mollie Gagnelius, Secretary
Senior Assistant City Attorney

CITY OF SAINT PAUL, POLICE DEPARTMENT

By _____

Chief of Police

By _____

Deputy Mayor

Approved as to form:

By _____

Assistant City Attorney

By _____

Director, Office of Financial Services