

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

C.S. 6235 (10=113) 901  
PARCEL: 0103, 103A, 104, 105

LEASE NO. 62004

AMENDMENT OF COMMERCIAL LEASE  
No. 9

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, 2018, this Lease No. 62004 shall be renewed for a period of two (2) year(s) commencing on May 1, 2018 and continuing through April 30, 2020, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective on April 30, 2018, 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 Six Hundred Forty Six and No/100 Dollars (\$1,646.00) in two (2) annual payments of Eight Hundred Twenty Three and No/100 Dollars (\$823.00) due on or before May 1, 2018 and May 1, 2019 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, 2018, Sections 9 of the Lease are deleted in their entirety and the following Sections 9 of the Lease is substituted thereof:

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below, and provide that such insurance will not be canceled, except on 30 days' prior written notice to Landlord.

9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.

This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.

9.2 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

4. Effective April 30, 2018, 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 \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

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 \_\_\_\_\_