

5/28/2021

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

This First Amendment to Amended and Restated Development Agreement (this “**Amendment**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”), between the City of Saint Paul, a municipal corporation (“**City**”) and Lower Phalen Creek Project, a registered 501(c)(3) Minnesota non-profit corporation (“**Lower Phalen Creek Project**”).

WHEREAS, the parties have previously entered into an Amended and Restated Development Agreement dated July 1, 2020 (the “**Original Development Agreement**”) relating to the Center (defined below);

WHEREAS, the parties now wish to amend certain provisions of the Original Development Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, the City and Lower Phalen Creek Project hereby agree as follows:

Section 1. **Definitions.** All capitalized terms not otherwise defined in this Amendment are used with the meanings ascribed such terms in the Original Development Agreement.

Section 2. **Property.** The definition of Property in Section 1.6 of the Original Development Agreement is hereby amended to read as follows:

**Property.** The 5.49-acre parcels identified as the Wakan Tipi Center Development site on page B-1 of the attached Exhibit B (parcels 1-4), of which 3.6 acres is also part of the Nature Sanctuary, or such other site within the Nature Sanctuary as agreed to in writing by the parties. Parcel definitions are reflected on page B-2 of Exhibit B, and the parties agree the Property to be leased to Lower Phalen Creek Project changes at the time of substantial completion of the Kellogg bridge reconstruction project from Phase I to Phase II.

In addition, Exhibit B to the Original Development Agreement is hereby replaced with the Exhibit B attached to this Amendment.

Section 3. **State Grant.** The definition of State Grant in Section 1.7 of the Original Development Agreement is hereby amended to read as follows:

**State Grant:** That certain proposed grant of \$4,000,000 for Project Costs from the State of Minnesota to the Metropolitan Council as provided by the State

legislature, Laws of Minnesota 2018, Chapter 214, Article 1, Section 17, Subdivision 6 and Laws of Minnesota 2020, Article 1, Section 17, Subdivision 11.

Section 4. **City Expenses.** Section 6.4 of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

For the Project, the City will be compensated \$137,950 for design & construction staff time, \$70,000 for landscaping staff time, and \$10,000 for the Office of Financial Services Real Estate staff time.

Section 5. **Effective Date.** The amendments made to the Original Development Agreement as set forth in this Amendment shall be effective as of the Effective Date.

Section 6. **Confirmation of Agreement.** Except as specifically amended by this Amendment, the Original Development Agreement is hereby ratified and confirmed, and remains in full force and effect.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof parties have caused this Amendment to be duly executed as of the date first written above.

CITY OF SAINT PAUL

LOWER PHALEN CREEK PROJECT

\_\_\_\_\_  
Mayor

\_\_\_\_\_, Executive Director

\_\_\_\_\_  
Director of Parks and Recreation

Approved as to form:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Clerk

Amended and Restated  
Exhibit B

[SEE ATTACHED]



# Wakan Tipi Center

Development Agreement Exhibit - Page B1--

## Site Premises

590 4th Street East  
Saint Paul, MN 55106

**Parcel 3**  
PID 322922420020

**Parcel 2**  
PID 322922420019

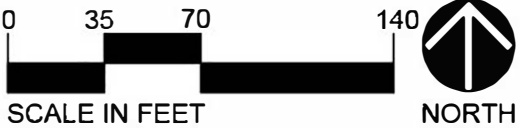
**Parcel 4**  
PID 322922420042

**Parcel 1**  
3.58 Acres  
PID 322922430013

Wakan Tipi  
Center

- Final Leased Site Premises Phase II
- Phase I Temporary Area During Bridge Construction, Removed in Phase II
- Phase I Leased Site Premises Area
- Kellogg Bridge Right of Way
- Kellogg Bridge Construction Easement
- Wakan Tipi Center "The Center"
- Phase I Area prior to Kellogg Bridge Construction

June 3, 2021  
\*Exhibit will be updated to accurately reflect the approved site plan when construction documents are completed





## **Wakan Tipi Center Parcels – Exhibit B Page B2**

### **Parcel 1:**

3.58 acres part of PID 322922430013

This parcel will be used for all phases of the project (subject to Kellogg Bridge construction easement).

Legal description for the 3.58 acres:

That part of Blocks 40, 41, 42 and 43, Lyman Dayton's Addition to the City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, and that part of vacated Canal Street and vacated Conway Street, described as commencing at the southwest corner of the Southeast Quarter of Section 32, Township 29, Range 22, Ramsey County, Minnesota; thence on an assumed bearing of North 00 degrees 23 minutes 46 second West, along the west line of said Southeast Quarter of Section 32, a distance of 1302.18 feet to the northwesterly line of said Block 41; thence North 55 degrees 01 minute 40 seconds East along said northwesterly line of Block 41 a distance of 158.25 feet to the point of beginning of land to be described; thence continuing North 55 degrees 01 minute 40 seconds East along said northwesterly line of Block 41 and its northeasterly extension 340.00 feet to the northwesterly extension of the southwesterly line of Lot 1, Block 1, Commercial Street Addition, according to the recorded plat thereof; thence South 48 degrees 43 minutes 51 seconds East along said northwesterly extension of the southwesterly line of Lot 1 and along said southwesterly line of Lot 1 and Lot 2, a distance of 456.75 feet; thence South 53 degrees 24 minutes 19 seconds West 249.53 feet; thence North 48 degrees 43 minutes 51 seconds West 122.60 feet to the southeasterly line of vacated Conway Street; thence South 54 degrees 33 minutes 05 seconds West along the said southeasterly line of vacated Conway Street and its southwesterly extension 170.05 feet; thence North 34 degrees 58 minutes 20 seconds West 333.04 feet to the point of beginning.

### **Parcel 2:**

PID 322922420019

This parcel will be used as a temporary construction easement area during Kellogg Bridge reconstruction and will remain as cycle paths prior to Bridge work. Utilities can be installed in this parcel prior to Kellogg Bridge reconstruction, subject to City approval. The permanent parking lot and access road will be built on Parcel 2 in phase II after Kellogg Bridge reconstruction.

### **Parcel 3:**

PID 322922420020

This parcel will be used as a temporary construction easement area during Kellogg Bridge reconstruction and will remain as the Bruce Vento Nature Sanctuary parking lot prior to Bridge work. Utilities can be installed in this parcel prior to Kellogg Bridge reconstruction, subject to City approval. The permanent parking lot and access road will be built on Parcel 3 in phase II after Kellogg Bridge reconstruction.

### **Parcel 4:**

PID 322922420042

This parcel will be used prior to and during the Kellogg Bridge reconstruction as a temporary parking lot and temporary access road (subject to Kellogg Bridge temporary construction easement). After the Kellogg Bridge reconstruction the temporary parking lot and access road will be removed and Parcels 2 and 3 will be used for parking and access.