

FIRST AMENDMENT to the LEASE AGREEMENT

between

THE BOARD OF WATER COMMISSIONS OF THE CITY OF SAINT PAUL

and

THE CITY OF SAINT PAUL

This FIRST AMENDMENT (the “Amendment”) to the February 8, 2022 Lease Agreement (the “Lease”) between the BOARD OF WATER COMMISSIONS OF THE CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota (the “Board”) and the CITY OF SAINT PAUL, a home rule charter city under the laws of the State of Minnesota (the “City”) is made this ____ day of April, 2025.

WHEREAS, the Board owns property located at 2115 Hoyt Avenue East in the City of Saint Paul, County of Ramsey, State of Minnesota, commonly referred to as Hillcrest Reservoir (the “Property”); and

WHEREAS, the Board and the City entered into the Lease to allow the City to use the Property; and

WHEREAS, the Lease is for a term ending on December 31, 2041; and

WHEREAS, the Board and the City wish to amend the Lease to provide the Board and the City the option to mutually terminate the Lease without cause; and

Now, therefore, the parties agree as follows:

1. Section 14 of the February 8, 2022 Lease is hereby amended as follows. New language is indicated by underline.

14. Termination

- a. If for cause, the Board or the City will provide the other party with sixty (60) days written notice of intent to terminate this Lease. If the notified party fails to cure the stated cause within sixty (60) days of receipt of notice, the Lease will be terminated, with no compensation for damages owed to the notified party.
 - b. The Board and the City may terminate this Lease by mutual agreement at any time without compensation or damages owed to either party.
2. All other terms and conditions of the original Lease shall remain in full force and effect.
 3. Counterparts. The parties may sign this Amendment in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

4. Electronic Signatures. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.

BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL

CITY OF SAINT PAUL

President

Mayor/Designee

Secretary

Director of Parks & Recreation

General Manager

Finance Director

City Clerk

Approved as to Form:

Approved as to Form:

Assistant City Attorney

Assistant City Attorney