

SECOND AMENDMENT TO LEASE AGREEMENT

This **Second Amendment to Lease Agreement** ("Second Amendment") is made this _____ day of _____, 2025, by and between the City of Saint Paul, a Minnesota municipal corporation ("Lessor"), and Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Ramsey County Sheriff's Office ("Lessee").

RECITALS

1. Lessor and Lessee are parties to that certain City of St. Paul Lease Agreement (Lease No. TMS/17) dated July 1, 2023, as amended by that certain First Amendment to Lease Agreement dated October 29, 2024, (the "First Amendment") for the Leased Premises located at 25 West 4th Street, Suite 150, Saint Paul, Minnesota, 55102, and as defined and depicted in Exhibit A attached hereto (as amended, the "Lease"). Capitalized terms used herein but not define have the meanings therefor that are set forth in the Lease.
2. The lease term for the First Amendment was two years, commencing on July 1, 2023 and ending on June 30, 2025, with continued occupancy of the Leased Premises beyond June 30, 2025 through a month-to-month tenancy, subject to a 90-day termination notice.
3. As described in the First Amendment, since October 1, 2024, Lessor has exclusively occupied the 2,322 square foot Human Resources Space, and Lessee has continued to exclusively occupy the remaining 3,378 square feet of the original Leased Premises ("RCSO Space"), as depicted in Exhibit A attached to this Second Amendment. The First Amendment modified the Basic Rent under the Lease to account for the reduced square foot area of the Leased Premises.
4. Lessee is now requesting a new amendment to the Lease to extend the lease term for 12 months, beginning July 1, 2025, with continued occupancy thereafter through a month-to-month tenancy. Lessor has agreed to the term extension, subject to the terms and conditions defined in this Second Amendment.
5. Lessee currently leases the RCSO Space at a rate of \$15.92/sq ft. That rate will increase by 2.0% per year for the 12-month period beginning July 1, 2025, and will remain unchanged if Lessee continues to occupy the Leased Premises through a month-to-month tenancy after June 30, 2026.
6. Lessor and Lessee have agreed that no space within the Human Resources Space or the RCSO Space shall be further demised.
7. Lessor and Lessee have agreed that all furniture located in the Human Resources Space, either existing as of the effective date of this Second Amendment or subsequently acquired, is solely owned by the Lessor, and shall remain with the Lessor.
8. This Amendment memorializes the intended revisions to the First Amendment as provided in the above Recitals.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. The term of the Lease is hereby extended for period of one year (the "Extension Term"), with such Extension Term commencing on July 1, 2025 and expiring on June 30, 2026. Any occupancy by

Lessee of the RCSO Space after the June 30, 2026 expiration of the Extension Term will be on a month-to-month tenancy, and may be terminated by Lessor upon 30 days' written notice to Lessee.

2. Basic Annual Rent for Lessee during the Extension Term will be \$16.24 per square foot, payable quarterly in the amount of \$13,714.68 upon invoice by Lessor. Basic Annual Rent for Lessee during any month-to-month tenancy after the expiration of the Extension Term will be \$16.24 per square foot, payable by Lessor monthly in the amount of \$4,571.56 in advance of the first day of each month and without invoice by Lessor. These amounts reflect a 2.0% per annum increase in the Basic Rent established in the First Amendment.
3. No space within the Human Resources Space or the RCSO Space shall be further demised during the Extension Term or any month-to-month tenancy thereafter.
4. Furniture in the Human Resources Space shall be owned solely by Lessor and shall remain with Lessor at the expiration of the Extension Term. Lessee shall have no interest in said furniture and shall have no duty to repair, insure, maintain, move, store, clean, or replace any such furniture, including any furniture subsequently acquired by Lessor after the date of this Second Amendment.
5. All other terms and conditions of the Lease remain in full force and effect.
6. The Recitals are true and correct and are incorporated herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment as of the date first written above.

LESSOR	LESSEE
<hr/> Bruce Engelbrekt, Manager, OFS/Real Estate	By: <u>Ling Becker</u> Ling Becker, County Manager
<hr/> Laura Logsdon, Interim Director, Financial Services	Recommended for approval by:
<hr/> Shari Moore, City Clerk	<u>Jean Krueger</u> Jean Krueger Director of Property Management
<hr/> Jaime Tincher, Deputy Mayor	Approved as to form:
Approved as to form:	<u>Kathleen Ritter</u> Assistant County Attorney
<hr/> Sarah Sullivan, Assistant City Attorney	