

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 1

Lease No. 12116

THIS AMENDMENT No. 1 to Lease No. 12116 is made by and between City of Princeton, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Natural Resources; Region 3.

WHEREAS, Landlord and Tenant entered into Lease No. 12116 dated February 29, 2016, as may subsequently be amended, involving the lease of the an office for approximately three thousand six hundred twenty four (3,624) usable square feet in the building located at 1919 12th Street, and a helipad and outdoor yard storage (collectively referred to as the "Leased Premises") described as follows:

- a. Office Approximately three thousand six hundred twenty four (3,624) usable square feet of office space in the building located at 1919 12th Street.
- b. Yard Storage outdoor yard storage area adjacent to the Leased Premises for the use of Tenant for outdoor storage, including without limitation the storage of helicopters and airplanes. It is understood by Landlord and Tenant that there is no additional rent payable for the yard storage area in this Lease.
- c. Helipad approximately one (1) acre of improved land in Section 32, Township 36N, Range 26W, for helipad purposes. It is understood by Landlord and Tenant that there is no additional rent payable for the helipad in this Lease.

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12116 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing March 1, 2021 and continuing through February 28, 2026 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

- 2.1 **Rent Payment** Tenant shall pay Landlord rent for the Renewal Term in the sum of seventy two thousand and no/100 dollars (\$72,000.00), payable in equal monthly installments of one thousand two hundred and no/100 dollars (\$1,200.00).
- 2.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:
- Division of Forestry, Box 44
Department of Natural Resources
500 Lafayette Road
St Paul MN 55155
- 2.3 **Rent Payment Address** Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:
- Finance Director
City of Princeton
705 North Second Street
Princeton MN 55371

3. **NOTICES**

- 3.1 **Deletion** Section 18 of the Lease is deleted and of no further force and effect and is replaced with the following Sections 3.2 and 3.3.
- 3.2 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address provided below.
- a. When personally delivered to the addressee;
 - b. When delivered by email to the following: sjenkins@princetonmn.org and tpeters@princetonmn.org;
 - c. On the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - d. one (1) business day after deposited with an overnight courier service.

3.3 Mailing Addresses:

LANDLORD:

City of Princeton
705 North Second Street
Princeton MN 55371
Email:
sjenkins@princetonmn.org
tpeters@princetonmn.org

TENANT:

Real Estate and Construction
Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

4. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
CITY OF PRINCETON

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____
Thom Walker

Title City of Princeton Mayor

Date _____

By _____
Shawn Jenkins

Title City Clerk

Date _____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES;
REGION 3

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT P.O. _____

Contract No. _____