

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 3

Lease No. 11780

THIS AMENDMENT No. 3 to Lease No. 11780 is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as Landlord (previously known as Lessor), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (previously known as Lessee), acting for the benefit of the Office of the Ombudsman for Mental Health and Developmental Disabilities.

WHEREAS, Landlord and Tenant entered into Lease No. 11780, dated December 29, 2010, for the lease of approximately three thousand one hundred fifty two (3,152) usable square feet of office space known as Suite 420 ("Leased Premises") on the fourth floor in the building known as Metro Square, located at 121 East Seventh Place, St. Paul, Minnesota 55101 ("Building").

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

NOW THEREFORE, Landlord and Tenant agree to the substitution and/or addition of the following terms and conditions which shall become a part of Lease No. 11780 on the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of six (6) months, commencing January 1, 2022 and continuing through June 30, 2022 ("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 thirty one thousand six hundred forty six and 10/100 dollars (\$31,646.10), payable in equal monthly installments of five thousand two hundred seventy four and 35/100 dollars (\$5,274.35), representing an annual gross rent rate of \$20.08 per usable square foot.
  - 2.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Office of the Ombudsman for Mental Health and Developmental Disabilities  
121 7<sup>th</sup> Place E # 420  
St Paul MN 55101

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:

Ramsey County Property Management  
121 7<sup>th</sup> Place E # 2200  
St Paul MN 55101

3. **EMPLOYEE PARKING FEE** Landlord shall provide two (2) designated, reserved parking stalls in the Building's adjacent parking lot at one hundred and no/100 dollars (\$100.00) per stall per month. Tenant, on behalf of Tenant's employees, shall pay Landlord for the Renewal Term the sum of one thousand two hundred and no/100 dollars (\$1,200.00), which includes applicable sales tax, payable in equal monthly payments of two hundred and no/100 dollars (\$200.00) for said parking stalls.

4. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking, in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of chewing tobacco, e-cigarettes and vaping in the Leased Premises.

5. **NOTICES**

5.1 **Deletion** Section 5 of Amendment 1 of the Lease is deleted and of no further force and effect and is replaced with the following Sections 5.2 and 5.3.

5.2 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 [jean.krueger@co.ramsey.mn.us](mailto:jean.krueger@co.ramsey.mn.us) (provided such delivery is confirmed);
- 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.

5.3 **Mailing Addresses:**

LANDLORD:  
Ramsey County Property Management  
121 7<sup>th</sup> Place E # 2200  
St Paul MN 55101

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

Email: [jean.krueger@co.ramsey.mn.us](mailto:jean.krueger@co.ramsey.mn.us)

6. **EXECUTION IN COUNTERPARTS** The Lease 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 Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
7. Except as modified by the provisions of this Amendment, the existing terms and conditions of the Lease are ratified and confirmed as written.

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**NO ATTACHMENTS**



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

LANDLORD:  
RAMSEY COUNTY, a political subdivision of  
the State of Minnesota

*Landlord certifies that the appropriate person(s) execute this  
Amendment to the Lease on behalf of Landlord as required by  
applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVAL RECOMMENDED:

By Jean R. Kueger

Title Director, Property Mgmt

Date 10/5/2021

COUNTY ATTORNEY:

By Amy K. Schmitt

Title Assistant County Attorney

Date 10/1/2021

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_

Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED:  
STATE OF MINNESOTA  
OFFICE OF THE OMBUDSMAN FOR  
MENTAL HEALTH AND DEVELOPMENTAL  
DISABILITIES

By \_\_\_\_\_

Lisa Harrison-Hadler

Title Deputy Ombudsman

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds are encumbered as required by  
Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT PO \_\_\_\_\_

Contract No. \_\_\_\_\_