

STATE OF MINNESOTA

AMENDMENT OF SUBLEASE

Amendment No. 3 to

Sublease No. S-8958

THIS AMENDMENT No. 3 to Sublease No. S-8958 is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Employment and Economic Development, hereinafter referred to as SUBLESSOR, and Dakota County, a political subdivision of the State of Minnesota, hereinafter referred to as SUBLESSEE.

WHEREAS, SUBLESSOR renewed Lease No. 11803 per the attached Exhibit E, which is hereby made a part of the "Master Lease", and pursuant to the Master Lease, SUBLESSOR has leased approximately eight thousand three hundred fifty two (8,352) usable square feet of office space located at 2800 West County Road 42, Burnsville, Minnesota 55306;

WHEREAS, SUBLESSOR and SUBLESSEE entered into Sublease No. S-8958, dated August 18, 2014 as may subsequently be amended, providing for the sublease of approximately seven hundred eight (708) usable square feet of space on the first floor consisting of two hundred fifty five (255) usable square feet of dedicated and a prorated share of four hundred fifty three (453) usable square feet of common area space, located at 2800 West County Road 42, Burnsville, Minnesota 55306, hereinafter referred to as "Subleased Premises";

WHEREAS, the parties to this Sublease deem certain additional terms and conditions necessary for the effective continuation of said Sublease;

NOW THEREFORE; SUBLESSOR and SUBLESSEE agree to substitution and/or addition of the following terms and conditions which shall become a part of this Sublease No. S-8958 effective as of the date set forth herein.

1. **RENEWAL TERM** This Sublease shall be extended for a period of one (1) year, commencing January 1, 2024, and continuing through December 31, 2024 ("Renewal Term"), at the same terms and conditions as set forth in the Sublease, except as otherwise provided herein.
2. **SQUARE FOOTAGE REDUCTION OF SUBLEASED PREMISES**
 - 2.1 **Square Footage Reduction** Effective January 1, 2024 and continuing through December 31, 2024, SUBLESSOR and SUBLESSEE accept the reduction of twelve (12) usable square feet of space, which is hereby made a part hereof, resulting in a new total of six hundred ninety six (696) usable square feet of space leased on the first floor consisting of two hundred sixty three (255) usable square feet of dedicated space and a prorated share of four hundred forty one (441) usable square feet of common area

space.

3. **RENT**

3.1 **Rent Payment** In consideration for the covenants, representations and conditions of the Amendment, SUBLESSEE shall pay SUBLESSOR rent for the Renewal Term in the sum of fourteen thousand nine hundred ninety eight and 80/100 dollars (\$14,998.80) payable in equal monthly payments of one thousand two hundred forty nine and 90/100 dollars (\$1,249.90), a gross annual rate of \$21.55 per usable square foot.

3.2 **Rent Payment Address** SUBLESSEE shall pay SUBLESSOR each monthly rent payment, with no monthly invoicing, on the first day of each applicable month within the Renewal Term by check or money order, made payable to the Department of Employment and Economic Development, and mailed or delivered to:

Fiscal Management
Department of Employment and Economic Development
Great Northern Building
180 E. Fifth St., #1200
St. Paul, MN 55101

4. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The 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. The parties further agree that the Amendment may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. 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 Sublease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have meanings assigned to them as set forth in the Lease unless otherwise stated.

EXHIBITS:

Exhibit F Amendment No. 5 to Lease No. 11803

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

SUBLESSEE:
COUNTY OF DAKOTA

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO FORM:

By _____

Title _____

Date _____

SUBLESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

Exhibit F

STATE OF MINNESOTA AMENDMENT OF LEASE

Amendment No. 5

Lease No. 11803

THIS AMENDMENT No. 5 to Lease No. 11803 is made by and between J&J Properties Burnsville LLC, successor in interest to Velasco 2800, LLC, successor in interest to 2800 Holding, LLC, 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 Employment and Economic Development.

WHEREAS, Landlord and Tenant entered into Lease No. 11803, dated April 3, 2013, as may subsequently be amended, involving the lease of approximately eight thousand eight hundred forty five (8,845) usable square feet of space in the building located at 2800 West County Road 42, Burnsville, Minnesota 55306 ("Building");

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. 11803 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing January 1, 2024, and continuing through December 31, 2024 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.
2. **SQUARE FOOTAGE INCREASE/REDUCTION** Effective January 1, 2024, and continuing through, December 31, 2024, Landlord and Tenant accept the reduction of 493 usable square feet of space on the second floor, resulting in a new total of 8,352 usable square feet of space leased on the first floor as shown on the attached Exhibit B1, which is hereby made a part hereof.
3. **RENT**
 - 3.1 **Rent Payment** Tenant shall pay Landlord rent for the Renewal Term in the sum of one hundred eighty thousand and no/100 dollars (\$180,000.00), payable in equal monthly installments of fifteen thousand and no/100 dollars (\$15,000.00), representing an annual gross rent rate of \$21.55 per usable square foot.

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Page 2 of 4

- 3.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Fiscal Management Division
Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street
St. Paul, MN 55101-1351

- 3.3 **Rent Payment Address** Tenant shall pay Landlord via electronic payment, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

J&J Properties Burnsville LLC
c/o RMA Real Estate Services LLC
5402 Parkdale Drive, Suite 105
St. Louis Park, MN 55416

4. **PARKING** Landlord shall provide non-exclusive parking in the parking lot servicing the Building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that effective August 1, 2023, and continuing through the Renewal Term and any extension(s) thereof, there is no additional rent payable for parking provided in this Lease.

5. **TERMINATION** In addition to the reasons indicated in Section 7 of the Lease, this Lease may be terminated by Tenant for any reason at any time upon providing sixty (60) days' prior written notice to Landlord.

6. **BREAK ROOM**

- 6.1 **2nd Floor Break Room** Tenant is allowed to continue using the 2nd floor break room, as shown on Exhibit A2 of Amendment No. 3, free of charge. Landlord may vacate Tenant from the use of the 2nd floor break room upon 30 days' notice and the conditions in Section 6.2 below being met.

- 6.2 **1st Floor Break Area** In the event Landlord desires to discontinue Tenant's use of the 2nd floor break room, Landlord will, at Landlord's expense, provide the following for Tenant's use in the area indicated on Exhibit B2, which is hereby made a part hereof:

- Sink with faucet.
- Counter.
- Power for a refrigerator.
- Power for a microwave.
- Power for a coffee pot. No water line needed.
- Relocate 1 refrigerator from the 2nd floor break room to the 1st floor break area (the one with a State asset tag).

Exhibit F

- Dispose of 1 refrigerator (the one without an asset tag).

7. **SMOKING**

7.1 **Deletion** Section 22 of the Lease is deleted and of no further force and effect and is replaced with the following Section 7.2.

7.2 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 e-cigarettes, chewing tobacco and vaping in the Leased Premises.

8. **CONSTRUCTION; SECOND FLOOR SPACE**. Tenant acknowledges that Landlord and/or the tenant occupying the second-floor space will be completing certain improvements to the second-floor space during the Renewal Term. Accordingly, Landlord, the second-floor tenant, together with their contractors, subcontractors, agents, and other representatives shall have access to the Common Area Space (including without limitation the elevator, stairwells, hallways, and restrooms). In addition, Tenant acknowledges that in completing the second-floor improvements, the Landlord, the second-floor tenant, together with their contractors, subcontractors, agents, and other representatives shall be permitted to undertake any such construction related activities they deem necessary or advisable, including without limitation those construction activities which disturb the peace and quiet of the Tenant or the Leased Premises. Landlord will try to have the loudest work done outside of Tenant's office hours. Landlord will take steps to prevent construction dust from intruding into Tenant's Leased Premises and disrupting the business operations of the Tenant.

9. **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.

10. 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.

EXHIBITS:

Exhibit B1 First Floor Usable Square Footage
Exhibit B2 First Floor Break Area

Exhibit F

11803 Amendment 3
Page 4 of 4

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

LANDLORD:

J&J PROPERTIES BURNSVILLE LLC

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 See next page for signature

Title _____

Date _____

By _____

Title _____

Date _____

TENANT:

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER**

DocuSigned by:

Alva Jaramilla

719C363AF50C4F5...

By _____
Real Estate and Construction Services

Date 12/28/2023

APPROVED:

**STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT**

By *[Signature]*

Title Deputy Commissioner

Date 12/20/23

RECOMMENDED:

**STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT**

By *[Signature]*

Title Interim Director - CareerForce Division

Date 12/20/2023

STATE ENCUMBRANCE VERIFICATION

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

Digitally signed by Timisha Barnes

By Timisha Barnes

Date: 2023.12.28 11:03:39 -06'00'

Date 12/28/23

SWIFT P.O. 3000541174

Contract No. 238957

Account Code Multiple

Fund No. 3000

Exhibit F

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

LANDLORD:

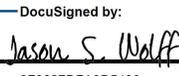
J&J PROPERTIES BURNSVILLE LLC

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  _____
DocuSigned by:
FA67A88C085F4FB...

Title owner

Date 12/13/2023

By  _____
DocuSigned by:
2F8227DFA3D5436...

Title owner

Date 12/13/2023

TENANT:

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER**

By see previous page for signature
Real Estate and Construction Services

Date _____

APPROVED:

**STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT**

By _____

Title see previous page for signature

Date _____

RECOMMENDED:

**STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT**

By _____

Title see previous page for signature

Date _____

STATE ENCUMBRANCE VERIFICATION

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

By _____

Date see previous page for signature

SWIFT P.O. _____

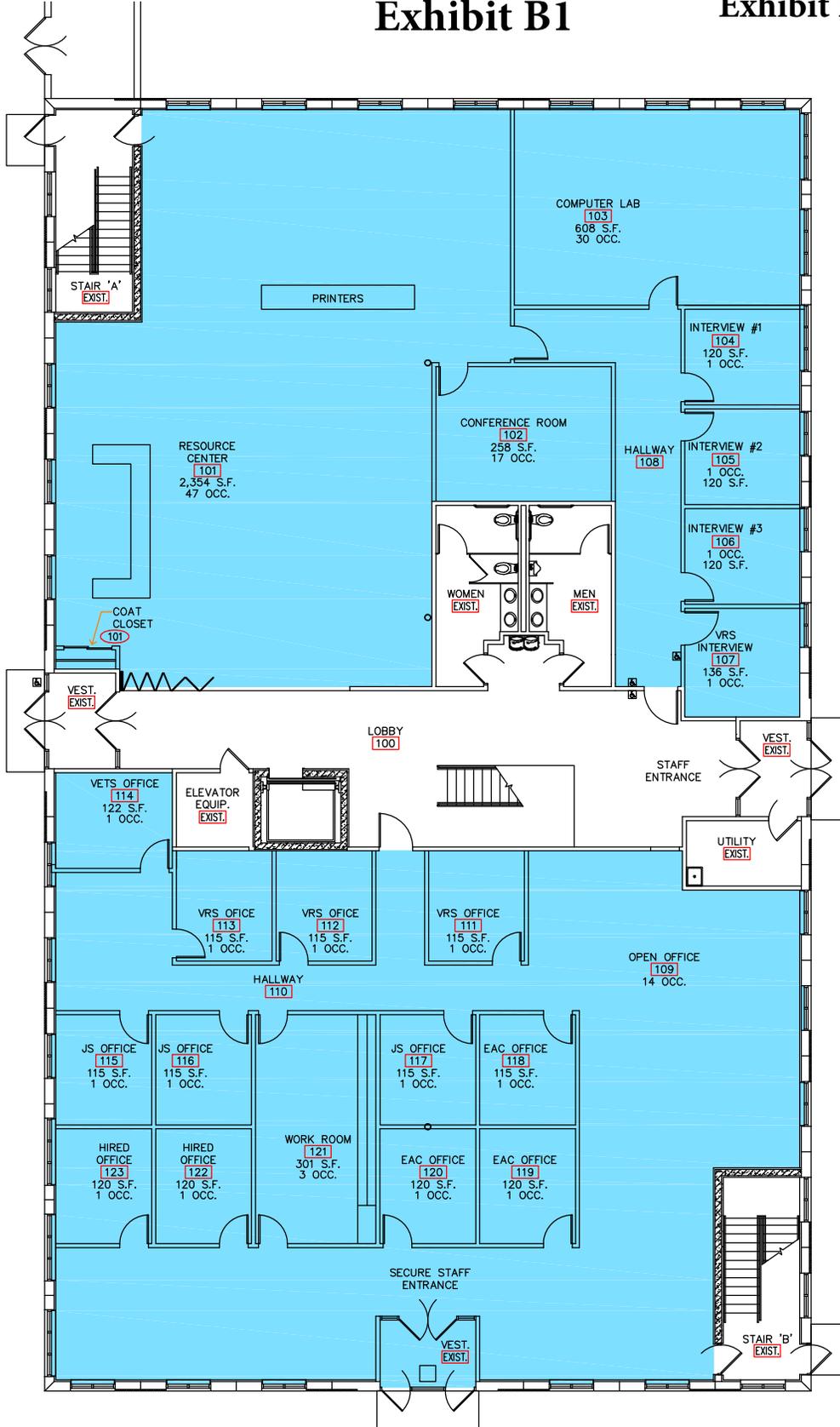
Contract No. _____

Account Code _____

Fund No. _____

Exhibit B1

Exhibit F



Burnsville Workforce Center
First Floor

Lease #11803

DEED

8,352 USF Office

Measured by Admin/RECS: SJ 4/10/23

Exhibit B1

