

**MINUTES OF THE EXECUTIVE COUNCIL
THE STATE OF MINNESOTA
Tuesday, May 21, 2024**

In attendance: Governor Tim Walz
Lieutenant Governor Peggy Flanagan
State Auditor Julie Blaha
Secretary of State Steve Simon
Attorney General Keith Ellison

At 10:04 am Governor Walz called the meeting of the Executive Council to order. A quorum is present.

Governor Walz brought forth the first agenda item, approval of Executive Council Meeting Minutes from February 29, 2024.

The Governor called for any discussion around the minutes. Hearing none, the Governor called for a motion to approve. Secretary of State Simon motioned to approve. The motion to approve the minutes, dated February 29, 2024, was approved on a voice vote.

Moving to the second agenda item, the Governor recognized Minnesota Management and Budget (MMB) Assistant Commissioner Jennifer Hassemer to present the request for the approval of collateral for State funds, under Minnesota Statutes, section 9.031, subs. 2 and 3. Assistant Commissioner Hassemer was recognized for as much time as they may consume.

Assistant Commissioner Hassemer provided an overview of the agenda item.

Governor Walz called for any discussion regarding the approval of collateral for State funds. Hearing none, he called for a motion to approve. So moved by Auditor Blaha.

The motion was approved unanimously on a voice vote to approve collateral for State funds.

Governor Walz welcomed any final comments. Hearing none, Governor Walz called for a motion to adjourn the meeting. Auditor Blaha so moved. The meeting was adjourned by a unanimous voice vote.

Governor Walz called the meeting adjourned at 10:06 am.

MINUTES OF THE EMERGENCY MEETING OF THE EXECUTIVE COUNCIL
THE STATE OF MINNESOTA
Thursday, June 27, 2024

In attendance: Governor Tim Walz
Lt. Governor Peggy Flanagan
Attorney General Keith Ellison
State Auditor Julie Blaha
Secretary of State Steve Simon

At 10:46 AM, Governor Walz called the meeting of the Executive Council to order. As chair of the Executive Council, Governor Walz determined that the requirements of Minnesota Statute section 13D.021 had been met, allowing the meeting to be conducted via interactive technology.

Governor Walz acknowledged the issuance of Executive Order 24-05 on June 22, 2024, declaring a peacetime emergency to provide National Guard assistance for local emergency flood operations in Minnesota due to excessive flooding. The Department of Public Safety requested an extension of this peacetime emergency.

Governor Walz informed the Executive Council members that emergency managers have been in constant contact with the State Emergency Operations Center, which went into partial activation last weekend and has continued 24/7 operations. FEMA has been on site, and Governor Walz spoke with the FEMA Director on June 24, 2024, and President Biden on June 26, 2024, who assured that all of Minnesota's needs would be met. As of the evening of June 26, 2024, the state's request for a presidential disaster declaration had been forwarded.

Governor Walz then recognized Commissioner Bob Jacobson and Assistant Commissioner John Cunningham from the Department of Public Safety to present the request to extend the peacetime emergency declared in Executive Order 24-05. Commissioner Jacobson requested an extension of the peacetime emergency from 5 days to 30 days, citing ongoing flooding and rising rivers in various communities. He noted that the State Emergency Operations Center remains active and continues to respond to emergency requests. There are 42 counties with flood damage, with 14 active disaster declarations. The extension would also allow other state agencies to be activated to ensure the procurement of goods and resources needed for ongoing services to impacted communities.

Commissioner Jacobson turned it over to Assistant Commissioner Cunningham, who reiterated the need for an extension, particularly as southern Minnesota is still significantly impacted by the flooding.

Governor Walz opened the floor for any questions for Commissioner Jacobson or Assistant Commissioner Cunningham regarding the extension of Executive Order 24-05. State Auditor Blaha thanked Governor Walz for the immediate response to the emergency.

Governor Walz called for a motion to approve the request. State Auditor Blaha moved the request. A roll call vote was taken, with each member voting as follows:

- Attorney General Keith Ellison: AYE
- Secretary of State Steve Simon: AYE
- State Auditor Julie Blaha: AYE
- Lt. Governor Peggy Flanagan: AYE

Governor Walz voted in favor of the motion, and the extension of the peacetime emergency for 30 days was approved.

Governor Walz welcomed any final comments. Lt. Governor Flanagan expressed gratitude to the Department of Public Safety, first responders, the National Guard, and all Minnesotans who have been on the ground meeting the needs of the affected communities.

Governor Walz called for a motion to adjourn. State Auditor Blaha moved the request. A roll call vote to adjourn was taken, with each member voting as follows:

- Attorney General Keith Ellison: AYE
- Secretary of State Steve Simon: AYE
- State Auditor Julie Blaha: AYE
- Lt. Governor Peggy Flanagan: AYE

Governor Walz called the meeting adjourned at 10:52 AM.

Office Memorandum

Date: July 30 2024

To: Tamar Gronvall
Executive Secretary
Executive Council

From: Erin Campbell
Commissioner

EC

Phone: 651-201-8011

Subject: Approval of Collateral for State Funds

As required by Minnesota Statutes, Section 9.031, subdivisions 2 and 3, the Department of Management and Budget (MMB) requests that the Executive Council approve the list of new collateral used to secure state funds on deposit at its August 14, 2024, meeting.

Collateral to be approved by the Executive Council, under Minnesota Statutes, Section 9.031, subdivisions 2 and 3:

US Bank

\$450,000,000.00	FHLB	LOC 575041
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FM Community Bank

\$150,000.00	FHLB	LOC 1003414
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Bremer Bank, NA

\$1,395,403.20	Wells Fargo	Eau Claire County Wis GO REF
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\$865,000.00	Wells Fargo	Bettendorf, IA
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\$300,000.00	Wells Fargo	Kirkland OH Local School Dist.
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APPROVED BY EXECUTIVE COUNCIL

DATE _____

BY _____
Executive Secretary

Draft Executive Council
Report for an Amendment to
State Taconite Iron Ore
Mining Lease No.
MLTN200003

A. Request to Approve Amendment of State Taconite Iron Ore Mining Lease to Cleveland-Cliffs Hibbing Inc., Cliffs Mining Holding Sub Company, Ontario Hibbing Company, and Hibbing Development Company

It is the Department of Natural Resources' recommendation that the State Executive Council approve an amendment to a state taconite iron ore mining lease to Cleveland-Cliffs Hibbing Inc., Cliffs Mining Holding Sub Company, Ontario Hibbing Company, and Hibbing Development Company, as tenants in common, operating as Hibbing Taconite Company. The amendment affects 80 acres of land with tax forfeited fractional mineral interests at the Hibbing Taconite operation near the city of Hibbing, Minnesota, in St. Louis County. The amendment proposes an extension of the lease term, a change to the base royalty rate, and to add a royalty escalator.

Authority

Minnesota Statutes, section 93.1925, subdivision 1 provides as follows:

Subd. 1. **Conditions required.** When the commissioner finds that the best interests of the state will be served and the circumstances in clause (1), (2), or (3) exist, the commissioner, with the approval of the Executive Council, may issue an iron ore or taconite iron ore mining lease through negotiations to an applicant. A lease may be issued through negotiations under any of the following circumstances:

- (1) the state taconite iron ore is adjacent to taconite iron ore owned or leased for mining purposes by the applicant and the commissioner finds that it is impracticable to mine the state taconite iron ore except in conjunction with the mining of the adjacent ore;
- (2) the lands to be leased are primarily valuable for their natural iron ore content; or
- (3) the state's mineral ownership interest in the lands to be leased is an undivided fractional interest and the applicant holds under control a majority of the remaining undivided fractional mineral interests in the lands to be leased.

For this lease amendment, it is the first and third circumstance described in Minnesota Statutes, sec. 93.1925, subd. 1, that are applicable.

Background Information

Cleveland-Cliffs Hibbing Inc., Cliffs Mining Holding Sub Company, Ontario Hibbing Company, and Hibbing Development Company, as tenants in common, operate a joint venture known as Hibbing Taconite Company (hereinafter, these four companies shall be referred to collectively as "Hibbing Taconite"). Hibbing Taconite Company operates a taconite mine and pellet plant near the city of Hibbing, Minnesota. The company employs over 700 people. There are few mineable reserves of ore remaining at the Hibbing Taconite operation. Currently, the companies

that operate Hibbing Taconite Company hold twelve state taconite iron ore mining leases, which were issued in 1998, 2019, and 2023. Seven additional state iron ore mining leases, primarily located near the towns of Kinney and Buhl, Minnesota, are held by Cleveland-Cliffs Ontario Iron Inc. and subleased to the group of companies which operate Hibbing Taconite Company.

Pursuant to Minnesota Statutes, section 93.1925, subd. 2, Hibbing Taconite filed a request with the Commissioner of Natural Resources on April 25, 2024, to extend the term of State Taconite Iron Ore Mining Lease number MLTN200003, which covers 80 acres of tax forfeited severed mineral interests.

The state owns undivided fractional interests in the minerals of the parcels requested for amendment. The state owns an undivided 1/45 interest (approximately 2%) in the minerals in the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) and the South Half of the Southeast Quarter of the Southeast Quarter (S1/2-SE1/4-SE1/4), and an undivided 41/1080 interest (approximately 3.8%) in the minerals in the North Half of the Southeast Quarter of the Southeast Quarter (N1/2-SE1/4-SE1/4) in Section 1, Township 57 North, Range 21 West. The state owns these mineral interests due to forfeitures for non-payment of severed mineral interest taxes finalized in 1989 and 2002. The remaining fractional mineral interests in the parcels are leased by Hibbing Taconite under a 1967 private mining lease. The overlying surface of the mineral interests is owned or controlled under a private lease to companies associated with the Hibbing Taconite operation.

Mineral interests forfeited for the non-payment of severed mineral interest taxes are state-owned minerals, held in trust for the taxing districts. The Commissioner of Natural Resources has the authority to lease these mineral rights under Minnesota Statutes, secs. 93.04 and 93.335.

The map attached as “Exhibit A-i” shows the location of the state-owned parcels proposed for the lease amendment, and the location of other state taconite iron ore mining leases held by Hibbing Taconite in St. Louis County, Minnesota

The DNR finds that it would be impractical to mine the state taconite iron ore except in conjunction with the mining of the adjacent ore controlled by Hibbing Taconite, and the state’s mineral ownership in the land to be leased is an undivided fractional interest and Hibbing Taconite has control of a majority of the remaining undivided fractional mineral interests in the land to be leased. The DNR finds it is in the best interests of the state to extend the term of State Taconite Iron Ore Mining Lease Number MLTN200003 for an additional ten years, update the base royalty rate, and add a royalty escalator to the lease. The base royalty rate and escalator formula will be the same as in the other recent state taconite iron or mining leases currently held by Hibbing Taconite.

Terms of the State Taconite Iron Ore Mining Lease Amendment

Below is a summary of the lease terms which will be revised with the proposed amendment to State Taconite Iron Ore Mining Lease Number MLTN200003.

Length of Lease

The amendment would extend the term of State Iron Ore Mining Lease Number MLTN200003 for an additional ten years, with a new lease expiration date of November 14, 2034. With the addition of ten years to the original lease term, the total lease term would be fifteen years. State law allows a maximum term of 50 years for a state taconite iron ore mining lease, however, recent state taconite leases have typically been 25 years in duration. When the lease was originally issued in 2019, Hibbing Taconite anticipated mining to start on the leased property immediately and to mine the area out within the original five-year lease term.

Royalty Rate and Escalator

The original royalty rate for State Taconite Iron Ore Mining Lease Number MLTN200003 was \$1.12 per ton for the 5-year term of the lease, with no escalator to that royalty rate. Typically, state taconite iron ore leases contain a formula by which the royalty rate is increased due to changes in indices to reflect changes in market prices (an “escalator”). The original lease agreement contained no escalator for the royalty rate due to the short duration of the lease and to encourage the state-owned mineral rights to be mined out within the 5-year term of the lease.

Due to the request for a ten-year extension to the lease term, it is in the best interests of the state to change the base royalty rate to \$0.80 per ton. The base rate of \$0.80 per ton is the same base rate royalty Hibbing Taconite is paying on its other state taconite iron ore mining leases.

A royalty escalator clause is also being added to the lease amendment. The royalty rate for the new state taconite leases will be increased based upon the change in the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group from a base of 170.000, a negotiated figure. This is the same base index which is used in all of the state taconite iron ore mining leases held by Hibbing Taconite. The second quarter 2024 royalty using the new base royalty of \$0.80 per ton and applying the royalty escalator is \$1.4794 per ton. This is an increase of \$0.3594 cents from the flat royalty rate of \$1.12 per ton currently charged on this lease.

Attached as “Exhibit A-ii” is a copy of the Amendment to State Taconite Iron Ore Mining Lease No. MLTN200003, to be issued for the state-owned fractional severed mineral interests located in SE1/4-SW1/4 and the SE1/4-SE1/4 of Section 1, Township 57 North, Range 21 West in St. Louis County.

Revenue Distribution

The proposed lease is for undivided fractional mineral interests which forfeited for non-payment of severed mineral interest taxes. Mineral lease revenue on tax-forfeited severed minerals is split as follows: 20% to the minerals management account and 80% to the local taxing districts. The 80% is split 4/9 to the school district, 3/9 to the county, and 2/9 to the township or city in which the leased lands lie. These tax-forfeited minerals leased lie within the Hibbing school district, St. Louis County, and the city of Hibbing.

An estimate of mineable crude taconite on the leased property is approximately 5 million tons, primarily from the SW1/4-SE1/4 in Section 1, Township 57, Range 21. Based upon the state's small fractional interest in the leased property and assuming all 5 million tons are actually mined, this lease could generate approximately \$150,000 in royalty payments to the local taxing districts.

Conclusion

It is the Department of Natural Resources' conclusion that it is in the best interests of the state to amend State Taconite Iron Ore Mining Lease Number MLTN200003 to extend the lease term, update the base royalty rate, and add a royalty escalator clause. Hibbing Taconite has met the requirements to qualify for a negotiated state taconite iron ore lease in that it holds under exclusive control taconite iron ore that is adjacent to the state taconite iron ore. It would be impractical to mine the state ore except in conjunction with that ore. Also, the state's mineral ownership interest in the land to be leased is an undivided fractional interest and Hibbing Taconite has under its control a majority of the remaining undivided fractional mineral interests in the land to be leased.

It is the Department of Natural Resources' recommendation that the State Executive Council approve the issuance of an amendment to State Taconite Iron Ore Mining L Number MLTN200003 to Cleveland-Cliffs Hibbing Inc., Cliffs Mining Holding Sub Company, Ontario Hibbing Company, and Hibbing Development Company, which companies collectively comprise Hibbing Taconite Company, a joint venture, to be mined as part of the Hibbing Taconite Company operation in St. Louis County.

RESOLUTION

RESOLVED, by the Executive Council of the State of Minnesota, at its meeting on August 14, 2024, that it approves the following amendment that is recommended by the Commissioner of Natural Resources:

First Amendment to State Taconite Iron Ore Mining Lease No. MLTN200003 held by Cleveland-Cliffs Hibbing Inc., Cliffs Mining Holding Sub Company, Ontario Hibbing Company, and Hibbing Development Company;

on the terms set forth in the proposed amendment, which was submitted and filed with the Secretary of the Council for the Council's August 14, 2024, meeting; and the Commissioner of Natural Resources is hereby authorized and directed to execute such amendment on behalf of the State of Minnesota.

Executive Secretary
State Executive Council

Map of Hibbing Taconite Lease
Amendments and Related State
Leases

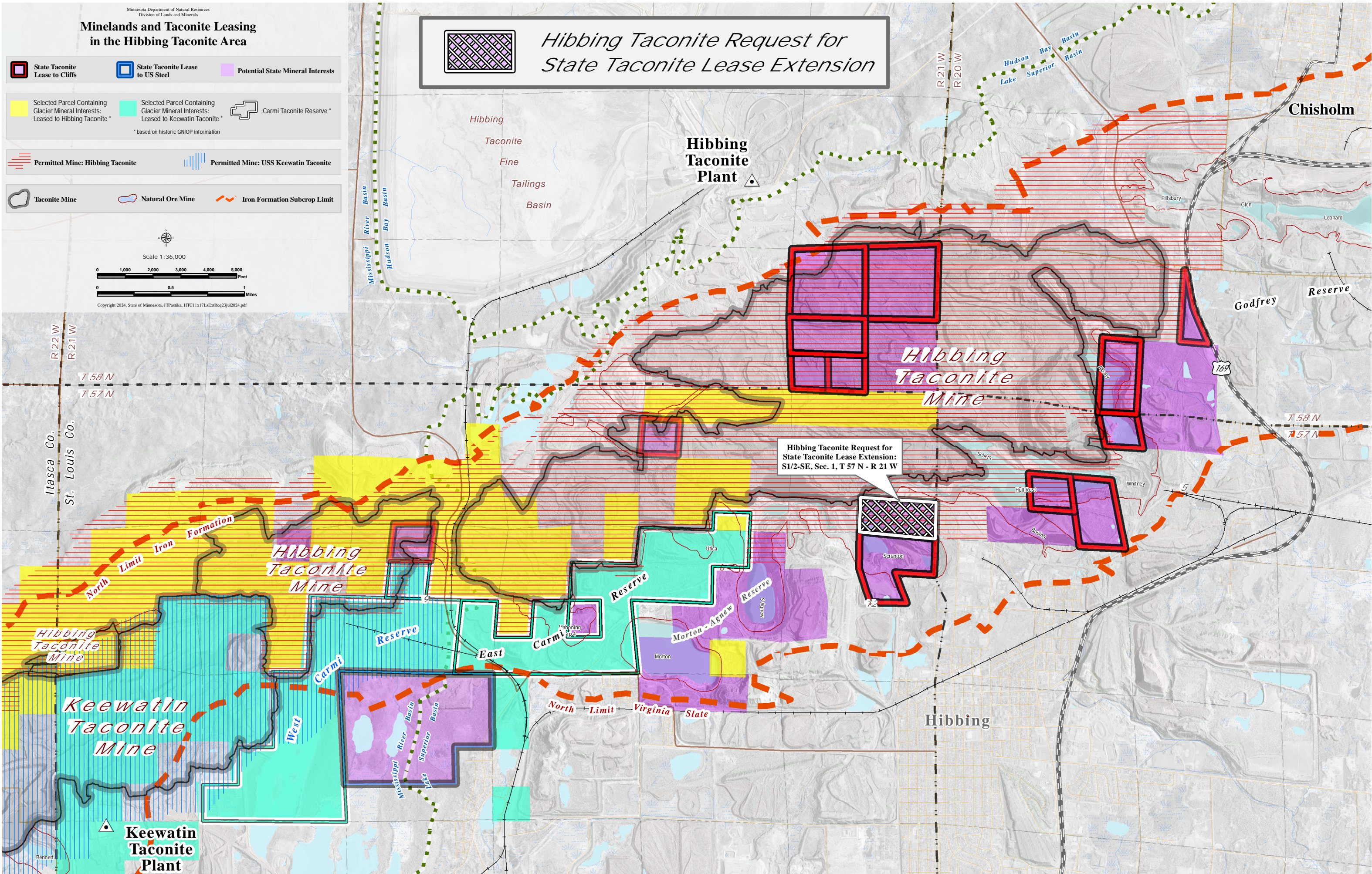
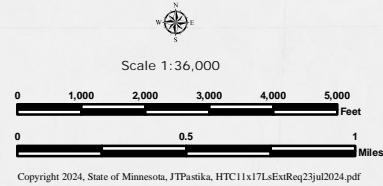
Minelands and Taconite Leasing in the Hibbing Taconite Area

- State Taconite Lease to Cliffs
- State Taconite Lease to US Steel
- Potential State Mineral Interests
- Selected Parcel Containing Glacier Mineral Interests: Leased to Hibbing Taconite *
- Selected Parcel Containing Glacier Mineral Interests: Leased to Keewatin Taconite *
- Carmi Taconite Reserve *

* based on historic GNIOP information

- Permitted Mine: Hibbing Taconite
- Permitted Mine: USS Keewatin Taconite
- Taconite Mine
- Natural Ore Mine
- Iron Formation Subcrop Limit

 *Hibbing Taconite Request for State Taconite Lease Extension*



Draft Amendment

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS AND MINERALS

AMENDMENT TO
TACONITE IRON ORE MINING LEASE NUMBERED MLTN200003
ISSUED UNDER THE AUTHORITY OF
MINNESOTA STATUTES 2023, SECTIONS 93.1925 AND 93.20

This agreement, made this 15th day of August, 2024, by and between THE STATE OF MINNESOTA, under authority and subject to the provisions of Minnesota Statutes 2023, sections 93.1925, and 93.20, acting by and through its Commissioner of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota, 55155-4045, hereinafter called “party of the first part”, and,

CLEVELAND-CLIFFS HIBBING, INC., 1 South Dearborn Street, Chicago, Illinois 60603, a Delaware corporation, hereinafter called “Cleveland-Cliffs Hibbing”, CLIFFS MINING HOLDING SUB COMPANY, 200 Public Square, Suite 3300, Cleveland, Ohio 44114, a Delaware corporation, hereinafter called “Cliffs”; ONTARIO HIBBING COMPANY, c/o United States Steel Corporation, 600 Grant Street, Philadelphia, Pennsylvania 15219, a Minnesota corporation, hereinafter called “Ontario”; and HIBBING DEVELOPMENT COMPANY, 200 Public Square, Suite 3300, Cleveland, Ohio 44114, a Minnesota general partnership, hereinafter called “Hibbing”; as tenants in common, Cleveland-Cliffs Hibbing to the extent of an undivided 50% interest, Cliffs to the extent of an undivided 10% interest, Ontario to the extent of an undivided 6.6667% interest, and Hibbing to the extent of an undivided 33.3333% interest; and Cleveland-Cliffs Hibbing, Cliffs, Ontario, and Hibbing are hereinafter called, severally not jointly, “party of the second part”;

WITNESSETH

The party of the second part currently holds State Taconite Iron Ore Mining Lease Numbered MLTN200003 issued on November 15, 2019, which lease is to expire on November 14, 2024.

The parties mutually agree to amend said lease to extend the term of the lease and to amend other terms and conditions of the lease.

By resolution adopted on the 14th day of August, 2024, the State Executive Council approved the terms and conditions hereinafter set forth, a copy of which resolution is attached hereto and marked “Exhibit A.”

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

Exhibit A-ii

1. Paragraph 1 is amended to read as follows:

1. TERM; DESCRIPTION OF MINING UNIT. That the party of the first part, for and in consideration of the covenants and conditions hereof, to be kept and performed by the party of the second part, does hereby lease and demise unto the party of the second part for the term from and after the fifteenth day of November, 2019, through November 14, 2034, the following described land, situated in the County of Saint Louis, in the State of Minnesota, to-wit:

The minerals and mineral rights, without warranty of title, in:

undivided one-forty-fifth (1/45) interest in Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4),

undivided forty-one one-thousand-eightieths (41/1080) interest in the North Half of Southeast Quarter of Southeast Quarter (N1/2-SE1/4-SE1/4), and

undivided one-forty-fifth (1/45) interest in the South Half of Southeast Quarter of the Southeast Quarter (S1/2-SE1/4-SE1/4),

all in Section One (1), Township Fifty-seven (57) North, Range Twenty-one (21) West of the Fourth Principal Meridian.

2. Paragraph 6(a) is amended to read as follows:

6. ROYALTY PAYABLE. (a) On a ton of taconite iron ore, regardless of its iron content, the royalty shall be \$0.80, subject to the escalator provisions of paragraph 6.1 herein.

3. Paragraph 6.1 is added to the lease:

6.1. ESCALATOR CLAUSE. (a) The royalties to be paid by the Lessee to the Lessor on taconite iron ore removed in each calendar quarter that the lease remains in force as hereinbefore specified shall be subject to increase determined in accordance with subparagraph (1) below:

(1) Reference shall be made to the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group (1982=100)(Commodity Code No. WPU101), as originally published (unrevised) by the Bureau of Labor Statistics of the United States Department of Labor, or any succeeding federal agency publishing such index, for the first month in the calendar quarter for which royalty payment is to be made. If the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group exceeds 170.000, which is a negotiated value (hereafter called the "PPI-I&S Base Index"), the excess shall be computed and this excess shall become the numerator of a fraction, the denominator of which shall be the PPI-I&S

Base Index, and the resulting fraction shall be multiplied by the royalty rate per ton payable on the ore mined and removed during any such quarter.

For example, if the PPI-I&S for April of 2026 is 314.367, the additional amount for the second calendar quarter 2026 would be computed as follows:

$$((314.367-170.000)/170.000) \times \$0.80 = \$0.6794 \quad \text{amount added to the base royalty}$$

$$\$0.6794 + \$0.80 = \$1.4794$$

In this example, the royalty rate for the second quarter of 2026 would be \$1.4794

In no event shall the royalty payable hereunder be less than the minimum base royalty of \$0.80.

(b) In the event some other period than 1982 is used as a base of 100 in determining the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group, for the purposes of this lease this index shall be adjusted so as to be in correct relationship to the appropriate base. In the event the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group is not published by any federal agency, the index to be used as aforesaid shall be that index independently published, which, after necessary adjustments, if any, provides the most reasonable substitute for this index, it being intended to substitute for the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group (1982=100)(Commodity Code No. WPU101) an index that most accurately reflects fluctuations in the prices of iron and steel in the manner reported by the Producer Price Index for the Iron and Steel Subgroup of the Metals and Metal Products Group at the time of the issuance of this lease. In case such index shall cease to be available and the parties hereto fail within a reasonable time to agree upon such new method or formula for the adjustment of royalty rates hereunder, the same shall be determined by arbitration in the manner hereinafter provided.

4. Paragraph 6.2 is added to the lease:

6.2. METHOD OF COMPUTING ROYALTY RATES. In computing royalty rates hereunder, any fraction of a cent less than five-thousandths shall be disregarded and any fraction amounting to five-thousandths or more shall be counted as one-hundredth of a cent.

5. Paragraph 10 is amended to read as follows:

10. ARBITRATION CLAUSE. If any dispute shall arise between the parties as to the method of computing the weight and the royalty rate per ton, or if the parties to this lease cannot agree upon substitute price/index as provided under paragraph 6.1(b) herein, each shall choose an arbitrator and the two thus selected shall choose a third. The decision of the arbitrators or any two of them shall be final and binding on the parties in interest. The agreement or the decision of the arbitrators shall be attached as a supplement to the lease.

Office of Commissioner of Natural Resources
STATE OF MINNESOTA

I hereby certify that this instrument was filed in this
office on _____

By _____

This Instrument was drafted
by:

DEPT. OF NATURAL RESOURCES
Division of Lands and Minerals
500 Lafayette Road
St. Paul, MN 55155 4045

Draft Executive Council Report
for 10-year License Agreement to
the City of St Paul for the
Installation of EV Charging
Stations in Lot W, Capitol
Complex

State Executive Council

For Department of Administration

License for 10 years to City of St. Paul

A. Request to Approve a 10-year License Agreement to the City of St. Paul for the installation of EV Charging Stations in Lot W, Capitol Complex

This request is for the approval of a license agreement with the City of St. Paul to install and operate four (4) Level-Two Electric Vehicle charging stations as part of the Twin Cities Electric Vehicle Mobility Network. The license agreement allows installation by the city and its contractors and operation of 2 chargers for Evie Carshare and 2 charging stations for the public. The State and the City of St. Paul have negotiated a joint powers agreement with a license agreement to govern this arrangement. The state and city opted to use a longer-term license agreement in lieu of an easement agreement to maintain flexibility as charging infrastructure matures.

Minnesota Statute, section 16b.24, Subd. 5 provides that state property may not be rented out for more than five years at a time without the approval of the State Executive Council.

The proposed license area covers 5 parking stalls (4 charging stalls and an aisle for ADA accessibility) or approximately 1620 sq. ft. The area is on the easterly side of Lot W located at 639 Jackson Street located adjacent to the Stassen Building, and shown on Attachment A.

A copy of the license agreement is included as a separate attachment.

Lot W was purchased with proceeds from general obligation bonds. As such, the Department of Administration consulted with Minnesota Management and Budget (MMB), submitted the license agreement and a GO Compliance Checklist for Use Contracts to MMB. MMB approved the license agreement and signed the checklist in July 2024.

Summary of License Terms

The proposed license would commence September 1, 2024 and expire August 31, 2034. The city of St. Paul is responsible for the maintenance and upkeep of the stations and coordination of payment methods for using the chargers. Given the support for increasing availability of chargers, the state has opted to license the spaces at no cost to the city.

Conclusion: Department of Administration recommends that the license be approved and recommends granting the Commissioner authority to execute the License Agreement.

RESOLUTION

RESOLVED, by the Executive Council of the State of Minnesota, at its meeting on August 14, 2024, that in accordance with Minnesota Statutes, section 16B.24, Subdivision 5, it approves the following agreements that are recommended by the Commissioner of Administration:

Income License LI-521 issued to the City of St. Paul, covering 1,620 sq. ft. and five parking stalls in Ramsey County, Minnesota; on the terms set forth in the proposed agreement, which was submitted and filed with the Secretary of the Council for the Council's August 14, 2024, meeting; and the Commissioner of Administration is hereby authorized and directed to execute such agreement on behalf of the State of Minnesota.

Executive Secretary

State Executive Council

Draft License Agreement

STATE OF MINNESOTA

LICENSE

No. **LI-521**

THIS LICENSE is made by and between the State of Minnesota, Department of Administration, hereinafter referred to as LICENSOR, and City of St. Paul, a municipal corporation of the State of Minnesota, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 5, to rent out state-owned property, that is not currently needed for public use;

WHEREAS, the Commissioner of Administration is authorized by Minn. Stat. §16B.04, subd. 2, and Minn. Stat. §16B.24, subd. 1 to maintain buildings in the Capitol Complex;

WHEREAS, the Commissioner of Administration is authorized by Minn. Stat. §16B.58, subd. 1, to Operate and supervise all state parking lots and facilities associated with buildings described in Minn. Stat. §16B.24, subd. 1;

WHEREAS, pursuant to Minnesota Statute 16B.04, Subd. 2, the Department of Administration has under its control and supervision the Administration Municipal Lot W located at 639 Jackson Street North, St. Paul, Minnesota 55101;

WHEREAS, the land where the Minnesota Department of Administration Municipal Lot W is situated was purchased with general obligation bond proceeds issued by the State of Minnesota and is subject to the rules contained in Minn. Stat. §16A.695, hereinafter referred to as the G.O. BOND ACT, and the Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financed Property, executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, hereinafter referred to as the "COMMISSIONER'S ORDER";

WHEREAS, LICENSEE has expressed a need to use space in the Minnesota Department of Administration Municipal Lot W to install and operate an electric vehicle charging hub station, as part of the EV Spot Network;

WHEREAS, LICENSEE desires to enter into this License with LICENSOR for use of LICENSOR'S space;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows.

1. **PREMISES** LICENSOR grants and LICENSEE accepts the non-exclusive use of:

Approximately one thousand six hundred twenty (1,620) square feet of space for the five (5) parking stalls consisting of four (4) parking spaces and one (1) access aisle to accommodate ADA regulations (hereinafter referred to as the "Premises") in the Minnesota Department of Administration Municipal Parking Lot known as, Lot W ("Property"), located at 639 Jackson Street North as shown on the aerial map attached hereto as Exhibit A, located at 639 Jackson Street North in the City of St Paul, County of Ramsey, Minnesota 55101.
2. **TERM** The term of this License is ten (10) years, commencing September 1, 2024, and continuing through August 31, 2024 ("Period of Use"). Notwithstanding anything to the contrary contained herein, LICENSOR is not required to renew this License with LICENSEE, and may at that time, in its sole option and discretion (i) decide to self-operate the GOVERNMENTAL PROGRAM in the Premises, (ii) contract with some other entity to operate the GOVERNMENTAL PROGRAM in the Premises, or (iii) determine that the Premises are no longer needed or useful for the operation of the GOVERNMENTAL PROGRAM and sell its interest in the Premises.
3. **USE** LICENSEE shall use the Premises for the installation, operation, and maintenance of an electric vehicle charging location consisting of two (2) fast charger spaces and two (2) level two charger spaces reserved for Evie Carshare vehicles ("EV Spot Network") and for no other purpose. The two (2) fast charger spaces shall be available for electric vehicle public charging.
4. **LICENSE FEE** The consideration for this License shall be the mutual benefit to LICENSOR and LICENSEE therefore, there is no Fee for the use of the Premises.
5. **LICENSE NOT LEASE** It is expressly understood and agreed that by reason of the nature and LICENSEE, as contemplated by the laws of this state, is not created by the License, but LICENSEE is granted only a permit to occupy the space described for the purpose identified for the specified period. LICENSEE is not an employee or agent of the LICENSOR.
6. **ACCEPTANCE AND POSSESSION**
 - 6.1 LICENSEE has inspected and knows the condition of the Premises and agrees to accept same in its "as is" condition. It is further understood that the Premises is hereby made available for use of LICENSEE without obligation of any kind on the part of LICENSOR to make any additions, improvements or alterations thereto.
 - 6.2 LICENSOR warrants the Premises are available for the specific purpose of EV charging as described in this License but disclaims all other implied warranties except as otherwise acknowledged in this License , and LICENSEE acknowledges there are no warranties except those expressly stated herein.

7. **TERMINATION**

- 7.1 This License may be canceled by either party at any time for any reason upon thirty (30 days) prior written notice of such intent to the other party.
- 7.2 Upon expiration of this License, staff of LICENSOR shall inspect the Premises used by LICENSEE for damaged, missing or destroyed items, including but not limited to, fixtures, equipment and machinery. Upon written notification by LICENSOR, LICENSEE agrees to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of LICENSOR.
- 7.3 Statutory Termination Notwithstanding any other provisions of this License to the contrary, if the Governmental Program is terminated or changed in response to changes in state law in such a manner as to (a) cause this License and the operation of the Premises to be inconsistent with the changed Governmental Program or (b) to remove the statutory authority for the LICENSOR to operate the Governmental Program, then this License shall be terminated by ninety (90) days written notice to LICENSEE ("Termination Date"), provided further that any termination pursuant to this Section will be deemed automatically rescinded and of no force or effect if within said ninety (90) day period LICENSEE conforms its operation to the changed Governmental Program. LICENSEE'S failure to cease operation of the Premises on the Termination Date shall be a default under this License.

8. **STATE EXECUTIVE COUNCIL APPROVAL** This License is contingent upon the approval of the State Executive Council. LICENSOR will request approval of a ten (10) year Period of Use from the State Executive Council. In the event the approval is not granted by the State Executive Council, this License shall not become effective and shall be null and void.

9. **SURRENDER OF PREMISES** LICENSEE hereby agrees that at the expiration or earlier termination of this License or extension thereof:

- 9.1 LICENSEE shall remove its Personal Property and vacate and surrender possession of the Premises to LICENSOR by the end of the day the License terminates in as good condition as when LICENSEE took possession, ordinary wear and tear and damage by the elements excepted. Any program equipment, including but not limited to the equipment defined in Section 13.7.a and Section 13.7.b below, whether or not attached to the Premises by LICENSEE or LICENSEE's Utility Provider, shall be collectively referred to as "Personal Property".
- 9.2 Except as to LICENSOR's express permission to retain the electric charging infrastructure on the Property, all Personal Property not so removed will conclusively be deemed to have been abandoned by LICENSEE and may be sold, stored, destroyed or otherwise disposed of by LICENSOR without notice to LICENSEE or to any other person and without obligation to account for them. LICENSEE will pay LICENSOR all

expenses incurred in connection with LICENSOR'S disposition of such Personal Property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. LICENSEE'S obligation to pay all of LICENSOR'S expenses incurred in connection with removal of LICENSEE'S Personal Property shall survive the termination of this License.

10. **PROGRAM REPORTING AND OVERSIGHT** To insure compliance with all of the reporting and program oversight requirements contained in the G.O Bond Act and Finance Relating to Use and Sale of state Bond Financed Property dated July 30, 2012 ("Commissioner's Order"), the parties hereto agree as follows:

10.1 **Compliance with G.O. Bond Act and Commissioner's Order** LICENSEE shall upon written request from LICENSOR, promptly submit to LICENSOR such documentation, information, and reports as are needed by LICENSOR to fulfill the requirements under the G.O. Bond Act and COMMISSIONER'S ORDER.

10.2 **Information to be Provided** No later than thirty (30) days after June 30 of each year, LICENSEE shall, throughout the Term and for the purpose of submitting evidence or reports due in the year following the Term,

a. submit to LICENSOR the following information:

- (i) A report of major activities that LICENSEE provided at the Premises for the twelve (12) months immediately preceding such June 30, and a description of how such activities satisfied the elements of the Governmental Program. The provisions contained in Section 10.2.a.(i) shall survive the termination of this License or its ending because of the running of its Term.
- (ii) LICENSEE'S actual budget for its operation of the Governmental Program in the Premises for LICENSEE'S immediately preceding fiscal year, which shall include revenues and expenses, including but not limited to the cost of improvements or repairs to the Premises. The provisions contained in Section 10.2.a.(ii) shall survive the termination of this License or its ending because of the running of its Term.
- (iii) LICENSEE'S projected budgets for funding the operation of the Premises and the Governmental Program for LICENSEE'S then-current fiscal year and its next fiscal year and such projected budgets must show that forecast revenues (from all sources) are expected to be equal to or greater than forecast program expenses.

10.3 **Information Delivery** The information described in Section 10.2 above shall be delivered to the following addresses:

State of Minnesota
Department of Administration
Facilities Management Division
50 Sherburne Avenue, Room G-10
St Paul MN 55155

With a copy to:

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

- 10.4 Approval of Budget LICENSOR shall promptly review and approve LICENSEE'S forecast budgets upon LICENSOR'S findings that LICENSEE is using the Premises to carry out the Governmental Program and the revenues (from all sources) are forecast to equal or exceed program expenses. If LICENSOR does not approve LICENSEE'S forecast budget, then it shall promptly provide LICENSEE with a written statement specifying why it did not approve such budget.
- 10.5 Initial Program Evaluation Report On or before LICENSEE'S entering into this License, LICENSEE shall supply to LICENSOR an initial evaluation report in which LICENSEE shall describe how it intends to operate and fund the GOVERNMENTAL PROGRAM for the first twelve (12) months after the effective date of this License.
11. **AMENDMENT, MODIFICATION, AND WAIVER** No amendment, modification, or waiver of any condition, provision, or term of this License shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
12. **DUTIES OF LICENSOR.**
- 12.1 Capitol Area Architecture & Planning Board (CAAPB) Review
- a. LICENSOR will coordinate with the LICENSEE and submit the necessary paperwork for CAAPB review and administrative approval.
- 12.2 LICENSEE'S Contractors working on LICENSOR'S Property LICENSEE and LICENSEE's contractors that are needed to fulfill this contract, will be allowed by LICENSOR to work on LICENSOR'S Property. This includes, but is not limited to, the following groups:
- a. Design firm

- b. Construction contractor(s)
- c. ZEF Energy and any subcontractors installing and/or conducting maintenance activities on the chargers.
- d. Xcel Energy's subcontractor installing electrical make-ready
- e. Saint Paul Public Works or LICENSEE's Contractor
- f. Sign crew installing signage
- g. Staff to monitor and maintain chargers
- h. Striping installation vendor

12.3 Snow Clearance

- a. If the Premises are clear of vehicles, LICENSOR will clear snow and treat ice in the Premises on the same schedule and in the same manner as the rest of the Property. If there are vehicle(s) in the Premises, LICENSOR will not clear snow or treat ice in the Premises.

12.4 Communication

- a. LICENSOR will communicate any observed vandalism or operation challenges to LICENSEE through the Saint Paul Public Works EV Charging and Electric Carshare program coordinator by sending an email to: erin.kayser@ci.stpaul.mn.us.
- b. LICENSOR will provide advance notice to LICENSEE and LICENSEE'S contracted Evie Carshare operator regarding any planned Property maintenance such as resurfacing or restriping that requires Evie Carshare vehicles be relocated for a period of time by sending an email to erin.kayser@ci.stpaul.mn.us. LICENSOR will not send advance notice for snow plowing.

12.5 Striping Maintenance

- a. When LICENSOR restripes the Property, it will restripe the Premises on the same schedule. LICENSOR will request the striping plan for the Premises from LICENSEE.

12.6 Towing

- a. With prior advance notice (48 hours, except in cases of emergency) to LICENSEE and the LICENSEE's contracted Evie Carshare operator, LICENSOR reserves the right to tow any vehicles parked in the Premises for lot maintenance such as resurfacing or restriping.

13. DUTIES OF LICENSEE

- 13.1 LICENSEE agrees to maintain the Premises in a reasonable clean and sanitary condition.
- 13.2 LICENSEE shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required for its use of the Premises.
- 13.3 LICENSEE agrees to honor and abide by all rules and regulations set forth by LICENSOR at all times during use of the Premises.
- 13.4 LICENSEE shall neither assign nor transfer any rights or obligations under this License without the prior written consent of LICENSOR.
- 13.5 Parking
- a. Parking at the Premises will follow the posted LICENSOR'S rules for hours of the day that parking is allowed, and signage at the Premises will reflect allowed hours.
 - b. Evie Carshare vehicles are allowed to park at the two level 2 charger spaces 24 hours a day except during the times when Property maintenance will occur. LICENSEE and LICENSEE contracted operator of Evie Carshare will coordinate logistics to avoid parking during times of sweeping, plowing, or other Property maintenance.
- 13.6 Pricing of Services
- a. LICENSEE will set rates for the public's use of the fast charger at this location to be consistent with other fast charger sites in the EV Spot Network. Pricing will be set based on costs of operating and maintaining chargers over the life of the project. Pricing for the level two charger to be used by LICENSEE's contracted operator of Evie Carshare will also be set by LICENSEE in alignment with other chargers in the network.
- 13.7 Ownership and Maintenance of Equipment
- a. LICENSEE will own and operate one (1) level 2 chargers with two charge ports and one (1) fast charger with two charge ports at this location. LICENSEE'S staff or its vendor(s) will provide maintenance.
 - b. LICENSEE'S utility provider will own the transformer, service cabinet, and electrical equipment up to the chargers themselves, which will be governed by a separate license agreement between the LICENSEE and LICENSEE'S utility provider.

13.8 Striping Maintenance

- a. When LICENSOR restripes the Property, LICENSEE will provide the striping plan for the Premises upon request from LICENSOR.

13.9 Snow Clearance

- a. LICENSEE'S contracted operator of Evie Carshare will take steps to remove vehicles from the two level two charger parking spaces prior to LICENSOR'S overnight snow removal. In the event that all vehicles have not been removed from these parking spaces prior to LICENSOR plowing the Property, LICENSEE'S operator of Evie Carshare will clear snow and ice around any unplowed parking spaces related to this License.

13.10 Communication

- a. For site coordination, operations and other property management issues affecting the use of the Premises, LICENSEE shall contact LICENSOR by sending an email to:

Kari Suchy
Business Operations Manager
Facilities Management Division
Email: kari.suchy@state.mn.us

14. **LIABILITY INSURANCE**

- 14.1 LICENSEE agrees to acquire and maintain, at its sole expense, during the term of this License and any extension thereof, commercial general liability insurance (or comparable coverage under a program of self-insurance), as follows:

- a. Minimum Liability Limits:
 - (i) \$2,000,000 per occurrence.
 - (ii) \$2,000,000 annual aggregate.
- b. Umbrella of Excess Liability Policy An umbrella or excess liability insurance policy may be used to supplement the LICENSEE'S policy limits to satisfy the full policy limits required by this License.
- c. Required Coverage:
 - (i) Bodily injury.

- (ii) Property damage.
- (iii) Personal injury.
- (iv) Blanket contractual.
- (v) Fire legal.

14.2 Other Commercial General Liability Insurance Requirements:

- a. Name the State of Minnesota/Administration) (address: Real Estate and Construction Services, Department of Administration, 50 Sherburne Ave # 309, St Paul MN 55155) as additional insured.
- b. If LICENSEE receives a cancellation notice from an insurance carrier affording coverage herein, LICENSEE agrees to notify the LICENSOR within five (5) business days with a copy of the cancellation notice, unless LICENSEE'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the LICENSOR.
- c. LICENSEE shall provide LICENSOR with a certificate of insurance or a statement of self-insurance that proves the required coverage is in force and that includes a reference to the address of the Premises.

15. **LICENSOR TO BE HELD HARMLESS** LICENSOR shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Premises by LICENSEE or arising out of any work or thing whatsoever done in or about the Premises or structures or equipment therein when such has been authorized by LICENSEE, except as such injury, death or property damage is attributable to LICENSOR'S negligence as determined by a court of law. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by Minnesota Statutes, Chapter 466, and/or other applicable law.

16. **PERSONAL PROPERTY RISK** All personal property in or about the Premises belonging to or placed therein by LICENSEE or its occupants or visitors shall be there at the sole risk of LICENSEE or such other person only, and LICENSOR shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Premises

including destruction by fire. LICENSEE hereby assumes all responsibility for security against theft, vandalism or accidental loss of any kind whatsoever.

17. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LICENSEE relevant to this License shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
18. **ALTERATIONS**
 - 18.1 LICENSOR acknowledges that LICENSEE is constructing an electric vehicle charging hub station on the Premises, which includes electrical and telecommunication infrastructure. No alterations or structural changes shall be made to the Premises by LICENSEE without first submitting three (3) sets of plans and specifications for any alterations or structural changes to LICENSOR and obtaining LICENSOR'S written approval. Said plans and specifications must be prepared by an architect, engineer, surveyor, landscape architect or interior designer licensed or certified in accordance with Minn. Stat. §326.02 and Minnesota Rules Chapter 1800.5000.
 - 18.2 LICENSOR'S approval shall be based on the approval and/or recommendations of the State of Minnesota, Department of Administration, Real Estate and Construction Services and Department of Labor and Industry, Construction Codes and Licensing Division, Building Codes and Standards Unit. LICENSEE shall, at its expense, furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this License.
 - 18.3 Building contractors employed by LICENSEE shall provide and maintain a performance bond and construction insurance as established by the Department of Administration, Facilities Management Division. LICENSEE shall provide copies of said performance bond and construction insurance to LICENSOR.
 - 18.4 In the event of loss or damage by fire or any other peril covered by an insurance policy maintained by LICENSEE pursuant to the Damage by Fire or Other Casualty clause as set forth hereinafter, the proceeds of such insurance may be applied to the repair and restoration of the Premises, subject to prior mutual agreement by the parties hereto as to the plans and specifications of the proposed re-construction. LICENSOR shall not be obligated to any costs or expenses in excess of LICENSOR'S share of said insurance proceeds.
 - 18.5 An Amendment to this License shall be executed setting forth the remodeling as approved by Real Estate and Construction Services. Said amendment shall also include a copy of the performance bond and construction insurance.
19. **HEADINGS** The titles to Sections of this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

20. **WAIVER OF COVENANTS** The failure of LICENSOR to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this License shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but LICENSEE'S obligation with respect to such future performance shall continue in full force and effect.
21. **ENTIRE AGREEMENT** This License contains all covenants and agreements between LICENSOR and LICENSEE relating in any manner to the License Fee, LICENSEE'S use and occupancy of the Premises, and other matters set forth in this License. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this License shall not be altered, modified or amended except in writing signed by LICENSOR and LICENSEE.
22. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The License 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 License taken together shall constitute but one and the same License. The parties further agree that the License 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 License by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this License.
23. **AMENDMENT, MODIFICATION, AND WAIVER** No amendment, modification, or waiver or any condition, provision, or term of this License shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or its duly authorized representative, and approved in writing by the Commissioner of Minnesota Management and Budget, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
24. **NOTICES**
- 24.1 All notices or communications between LICENSOR and LICENSEE shall be in writing ("Notice") and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in section 24.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. when delivered via electronic mail from LICENSEE to LICENSOR: Erin Kayser (erin.kayser@ci.stpaul.mn.us), (provided such delivery or attempted delivery is confirmed), or
 - d. one (1) business day after deposited with an overnight courier service

24.2 Mailing Addresses:

LICENSOR:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St. Paul, MN 55155
Attn: Lease Supervisor

LICENSEE:

City of St. Paul
15 W Kellogg Blvd
St. Paul MN 55155
Attn: Erin Kayser
Email: erin.kayser@ci.stpaul.mn.us

With a copy to:

Facilities Management Division
Department of Administration
50 Sherburne Ave, G10
St. Paul, MN 55155
Attn: Kari Suchy

EXHIBITS:

Exhibit A Aerial Map of Premises

IN WITNESS WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

LICENSEE:
CITY OF ST. PAUL

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

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LICENSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____

Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By _____

Title _____

Date _____

Lot W located at 639 Jackson Street North, St Paul, MN 55101



Approximately 1,620 square feet

Exhibit A