

ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF SCHOOL GROUND LEASE AGREEMENT

This Assignment, Assumption, and Amendment of School Ground Lease Agreement (“Assignment”) is entered into as of _____, 2024, by and between INDEPENDENT SCHOOL DISTRICT NO. 879, Delano Schools, a public corporation under the laws of the State of Minnesota (the “School”), DELANO AREA SPORTS ARENA, INC., a Minnesota nonprofit corporation (“DASA”), and the CITY OF DELANO, a Minnesota municipal corporation (the “City”). The School, DASA, and the City may be referred to in this Assignment individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The School and DASA are parties to that certain School Ground Lease Agreement dated October 8, 2008 and recorded with the Wright County Recorder’s Office on October 27, 2008 as Document No. 1101276 (the “Ground Lease”), whereby the School leases to DASA certain real property that is portion of the property now legally described as Lot 1, Block 1, Delano Public Schools, Wright County, Minnesota (the “Land”). A copy of the Ground Lease is attached hereto as Exhibit A.
- B. Pursuant to the Ground Lease, DASA operates and maintains an ice arena on the Land (the “Ice Arena”).
- C. The Ground Lease also provides a parking easement in favor of DASA on real property legally described on Exhibit D to the Ground Lease (the “Parking Lot Easement”).
- D. The City, DASA, and the Delano Area Youth Hockey Association (“DAYHA”) are undertaking a project to develop and construct a new ice-recreation facility on real property owned by the School and immediately adjacent to the Land (the “Ice Park Project”). The City, DASA, DAYHA, and the School entered into a Memorandum of Understanding regarding the Ice Park Project, which outlines the rights and obligations of each party regarding the construction and eventual use of the Ice Park Project (the “MOU”).
- E. Pursuant to the MOU, the School has conveyed the Land to the City for the Ice Park Project.
- F. The conveyance to the City does not include the land on which the Parking Lot Easement is located.
- G. The parties wish to provide for the assignment to and assumption of the Ground Lease by the City, while preserving DASA’s Parking Lot Easement and certain rights of the School as related to the Ice Arena.

Now, therefore, in consideration off the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Assignment and Assumption of Interest. Effective upon the School's delivery of a deed to the City for real property that includes the Land, and except as otherwise provided in this Assignment, the School hereby assigns all of its rights, obligations, and interest in the Land under the Ground Lease to the City, who hereby assumes those rights, obligations, and interests.
2. Rights Reserved to School. The School will retain the rights provided by, and will have the right to enforce by any lawful means, the following provisions of the Ground Lease:
 - **Article IV, Paragraph 2**, relating to School use of the Ice Arena for physical education classes.
 - **Article IV, Paragraph 5**, relating to restrictions on use of the Land.

The School will have no further rights or obligations under the Ground Lease.

3. Insurance. Within thirty (30) days of the date of this Assignment, DASA will provide to the City evidence of the insurance required by Article V, Paragraphs 1–3 of the Ground Lease, which evidence must reflect that the City is named as an additional insured on all required insurance policies.
4. Parking Lot. The Ground Lease gives DASA an easement for parking purposes over the Parking Lot legally described on Exhibit D to the Ground Lease (the "Parking Lot"). The School remains the fee owner of the Parking Lot and this easement remains in full force and effect, subject to any written amendment as may be agreed to by the School and DASA.
5. Exhibit B. Exhibit B to the Ground Lease is amended to reflect the following Notice Address for the City:

City: City of Delano
234 2nd St. N
P.O. Box 108
Delano, MN 55328
Attn: City Administrator

6. Exhibit C. Exhibit C to the Ground Lease is not referenced in the body of the Ground Lease and is therefore deleted in its entirety.
7. Except as amended herein, the Ground Lease remains in full force and effect.
8. Upon execution, this Assignment will be recorded with the Wright County Recorder's Office.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

SCHOOL:

Independent School District No. 879,
a public school under the laws of Minnesota

Rachel Depa
Its: Chair
Date: _____

Amy Johnson
Its: Clerk
Date: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

This instrument was acknowledged before me on _____, 2024, by Rachel Depa and Jennei Resenow, respectively the Chair and Clerk of Independent School District No. 879, Delano Schools, a public corporation under the laws of the State of Minnesota, on behalf of the School.

Notary Public

CITY:

City of Delano
a Minnesota municipal corporation

By: _____
Holly Schrupp
Its: Mayor

By: _____
Paula Bauman
Its: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

This instrument was acknowledged before me on _____, 2024, by Holly Schrupp and Paula Bauman, respectively the Mayor and City Clerk of the City of Delano, a Minnesota municipal corporation, on behalf of the City.

Notary Public

DASA:

Brandon Heinzen
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

This instrument was acknowledged before me on _____, 2024, by
Brandon Heinzen, the President of Delano Area Sports Arena, Inc., a Minnesota nonprofit
corporation, on behalf of the corporation.

Notary Public

Drafted by:
Gregerson, Rosow, Johnson & Nilan, Ltd.
100 Washington Ave. S., Suite 1550
Minneapolis, MN 55401

**EXHIBIT A
GROUND LEASE**