

ADMINISTRATIVE REPORT

DATE: April 24, 2025
TOPIC: 6.14 – Lease Extension with Valley Creek Mall, LLC
PRESENTER: Kris Blackburn, Director of Business Services
REFERENCE TO POLICY/STATUTE: Policy 701

A. PURPOSE OF REPORT

- a. While the City of Woodbury Central Park facility is being renovated, South Washington County Schools is leasing space from Valley Creek Mall, LLC for instructional programming, including SoWashCo Online and SoWashCo Adult Basic Education (ABE).
- b. The current lease expires on June 30, 2025.
- c. The City of Woodbury Central Park facility renovations are not yet completed. The facility is anticipated to reopen in Fall 2025.
- d. South Washington County Schools and Valley Creek Mall wish to amend the lease, extending the term by two additional months – July 1, 2025, through August 31, 2025.
- e. The amendment is attached.

B. RECOMMENDATION

- a. Administration recommends approval of the amendment to extend the lease.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Student Pathways and Systemic Supports
- c. Operations, Staffing, and Finance



FIRST LEASE AMENDMENT

This First Lease Amendment (this “**Amendment**”) is dated December 19, 2024, by and between Valley Creek Mall, LLC, a Minnesota limited liability company (“**Landlord**”) and South Washington County School District 833 (“**Tenant**”).

BACKGROUND:

- A. Landlord and Tenant entered into a Lease Agreement dated January 4, 2024, and this Amendment (collectively, the “**Lease**”) for the premises located at 1750 Weir Drive, Suite 6, Woodbury, MN 55125, consisting of approximately 3,252 rentable square feet (the “**Premises**”), in a building commonly known as Valley Creek Mall (the “**Retail Center**”).
- B. Landlord and Tenant desire to amend and extend the Lease upon the terms and conditions provided herein.

In consideration of mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Capitalized Terms; Recitals. Any capitalized terms used in this Amendment and not defined herein shall have the meaning set forth in the Lease. The Recitals as set forth above are true and correct and incorporated herein by reference.
2. Term. This Amendment will extend the Lease for a period of two (2) months, commencing at 12:00 a.m. on July 1, 2025 and terminating at 11:59 p.m. on August 31, 2025 (the “**Extended Term**”). The definition of “**Term**” in the Lease is amended to include the Extended Term.
3. Annual Base Rent. Commencing July 1, 2025, the base rental rates will be as follows:

Term			Per SF	Monthly Base Rent
07/01/25	-	08/31/25	\$14.00	\$3,794.00

4. Rent. In addition to the rental payments as outlined above, Tenant will continue to pay its proportionate share of “**Operating Expenses**”, to include common area maintenance costs, insurance and real estate taxes, as provided for in the Lease. Tenant understands that the Tenant’s share is calculated by dividing the number of rentable square feet in the Premises by the total rentable square feet available in the Retail Center which may be adjusted from time to time. 2025 estimated Operating Expenses are \$10.02 per square foot. Landlord reserves the right to re-allocate any Operating Expenses that are occupancy dependent or reduce energy consumption.
5. As-Is Condition. Tenant is accepting the Premises in an “as-is”, “where-is” condition. Landlord will not be providing any improvements, an allowance toward improvements, rent concessions other than indicated in this Amendment.
6. Authority. Tenant warrants and represents to Landlord that Tenant has full authority to execute this Amendment.
7. Not an Offer. The submission of this document for examination does not constitute an option or offer to lease space, or a reservation of space. This Amendment shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant. The Tenant is solely at risk for any business decisions, purchases made, or contracts entered into, in relation to this Amendment.
8. Ratification. Except as modified herein, all other terms, conditions and covenants of the Lease shall remain in full force and effect.
9. Counterparts and Electronic Signature. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have signed this Amendment as of the day and year first written above.

Tenant:

South Washington County School District 833

By: _____
Name: Dan Ryan
Its: Executive Director of Finance and Operations

Confirming School Board Approval of the Amendment
by resolution on _____ [date].

CC Chair, South Washington County School District 833

Landlord:

Valley Creek Mall, LLC

By: Wellington Properties LLC
Its: Manager

By: _____
Name: David R. Wellington
Its: Deputy Manager