

STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS



STANDARD
LEASE AMENDMENT [IMPROVED REAL PROPERTY]

LANDLORD	<u>City and County of Denver</u>
TENANT	<u>THE STATE OF COLORADO (the "State"), acting by and through the Department of Revenue for the benefit of the Division of Motor Vehicles</u>
LOCATION	<u>4685 Peoria Street, Denver, Colorado 80239</u>

FIRST AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS **FIRST AMENDMENT TO LEASE** (the "**First Amendment**"), made and entered into this _____ day of _____, 2023, for the purpose of amending that certain lease **dated on or about March 15, 2019** (the "Lease") by and between **City and County of Denver, a municipal corporation of the State of Colorado** whose address or principal place of business is **1437 Bannock Street, Denver, Colorado 80202** as "Landlord", and **THE STATE OF COLORADO**, acting by and through the **Department of Revenue for the benefit of the Division of Motor Vehicles, whose address is 1881 Pierce Street, Lakewood, Colorado 80214** as "Tenant", relating to the leasing of a portion of the building located at **4685 Peoria Street, Denver, Colorado 80239** (the "Building"), **described as Suite 115** comprised of **two thousand five hundred eighty-three (2,583)** rentable square feet, **as provided below** (the "**Premises**").

WHEREAS, Authority to enter into this ~~Lease~~ **First Amendment** exists in the Law, **including C.R.S. §24-35-105**, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies;

WHEREAS, by this **First Amendment to Lease**, the Parties agree to amend the Lease to: **1) extend the term of Lease to expire on November 30, 2026, 2) set the per square foot rental rate; 3) update Tenant notice information; and 4) otherwise amend and clarify the Lease; and**

WHEREAS, Tenant currently occupies the leased space pursuant to that certain Lease dated on or about **March 15, 2019**, has been timely paying its monthly rent obligations, and is not in default under the Lease; and

WHEREAS, the Lease and this **First Amendment to Lease** are hereinafter collectively referred to as the "**Lease**".

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, **and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**, the Parties hereto agree to amend the Lease as follows:

A. **ARTICLE 1, PREMISES, TERM RENT - SECTION B is amended by changing the end date of November 30, 2023 to November 30, 2026.**

B. **ARTICLE 1, PREMISES, TERM RENT - SECTION B is amended to extend the Rent Table as follows:**

TERM DATES 2583RSF	NEGOTIATED ANNUAL RENT/ RSF	REAL ESTATE PROPERTY TAXES/ RSF*	ADJUSTED ANNUAL RENT/ RSF*	MONTHLY RENT*	TERM RENT*
12/01/2023 – 06/30/2024	\$30.14	(\$0.00)	\$30.14	\$6,487.64	\$45,413.48
07/01/2024 – 11/30/2024	\$30.14	(\$0.00)	\$30.14	\$6,487.64	\$32,438.20
12/01/2024 – 06/30/2025	\$31.04	(\$0.00)	\$31.04	\$6,681.36	\$46,769.52
07/01/2025 – 11/30/2025	\$31.04	(\$0.00)	\$31.04	\$6,681.36	\$34,306.80
12/01/2025 – 06/30/2026	\$31.97	(\$0.00)	\$31.97	\$6,881.54	\$48,170.78
07/01/2026 – 11/30/2026	\$31.97	(\$0.00)	\$31.97	\$6,881.54	\$34,407.70

C. **Update the sentence immediately following the rent table in Article 1, Section B to reflect total lease payments for the term of the lease is \$598,038.12.**

D. Replace Tenant Notice address to the following in Article 13:

**Facilities, Safety and Security (FSS)
Attention FSS Director
PO Box 173350
Denver, Colorado 80217-3350**

With a copy to:

**Department of Revenue
Leasing Administrator
PO Box 173350
Denver, Colorado 80217-3350**

and

**Office of the State Architect
Real Estate Programs
1525 Sherman Street, Suite 112
Denver, CO 80203**

D. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and this First Amendment, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the First Amendment to Lease,
- ii. The Order of Precedence in Section 25 (H) in the main body of the Lease.

Except as modified by the provisions of this First Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

The effective date of this First Amendment to Lease is the date signed by the State Controller or his designee. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this First Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this **First Amendment to Lease** agreement on the day and year first above written.

LANDLORD

City and County of Denver

TENANT

STATE OF COLORADO

Jared S. Polis, Governor

The Department of **Revenue**

Mark Ferrandino, Executive Director

By: **See City Signature Page**

By: _____
Meghan Tanis, Deputy Executive Director

Date: _____

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

Office of State Architect, For the Executive Director

By: _____

Date: _____

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

For the Executive Director

By: _____ **N/A**

State Risk Manager

Date: _____ **N/A**

LEGAL REVIEW

DEPARTMENT OF LAW

Philip J. Weiser, Colorado Attorney General

ATTORNEY GENERAL (or authorized Delegate)

By: _____ **N/A**

Date: _____ **N/A**

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER:**

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OF COLORADO

Jared S. Polis, Governor

STATE CONTROLLER'S OFFICE

State Controller (or authorized Delegate)

By: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed and affixed their seals, if any, in
Denver, Colorado as of: _____

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
_____, Clerk and Recorder of the
City and County of Denver

By: _____
_____, MAYOR

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

City Attorney for the City and County of
Denver

By: _____
_____, CFO

By: _____
_____, Assistant City Attorney

By: _____
_____, Auditor

“LANDLORD”

Contract Control Number: FINAN-202368055-01 (Alfresco 201841987-01)
Contractor Name: STATE OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202368055-01 (Alfresco 201841987-01)
STATE OF COLORADO

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)