

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2010

COUNCIL BILL NO. _____

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed First Amendment to Special Facilities and
7 Ground Lease between EZ Rent A Car, Inc. and the City and County of Denver, related
8 to leased space at Denver International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed First Amendment to Special Facilities and Ground Lease between
12 EZ Rent A Car, Inc. and the City and County of Denver, in the words and figures contained and set
13 forth in that form of the First Amendment to Special Facilities and Ground Lease between EZ Rent A
14 Car, Inc. and the City and County of Denver, filed in the office of the Clerk and Recorder, Ex-Officio
15 Clerk of the City and County of Denver, on the 16th day of December 2010, City Clerk's Filing No.
16 09-1255-A is hereby approved.

17
18 COMMITTEE APPROVAL DATE: December 10, 2010

19 MAYOR-COUNCIL DATE: December 14, 2010

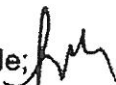
20 PASSED BY THE COUNCIL _____ 2010

21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2010

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2010 _____ 2010

27
28 PREPARED BY: Lee Marable;  DATE: December 16, 2010

29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
32 of the Charter.

33
34 David R. Fine, City Attorney

35 BY: _____, _____ City Attorney

36 DATE: December 16, 2010

b9-1255-A

FIRST AMENDMENT TO SPECIAL FACILITIES AND GROUND LEASE

This **FIRST AMENDMENT TO SPECIAL FACILITIES AND GROUND LEASE** (this "Amendment") dated as of this _____ day of _____, 2010, by and among the **CITY AND COUNTY OF DENVER, COLORADO**, a municipal corporation and home rule city organized and existing under the Constitution and laws of the State of Colorado, for and on behalf of its Department of Aviation (the "City"), and **EZ RENT A CAR, INC.** ("the Company"), a company organized under the laws of the State of Florida and authorized to transact business in the State of Colorado.

RECITALS

WHEREAS, the City owns, operates and maintains a municipal airport known as "Denver International Airport" (the "Airport") for the use and benefit of the public; and

WHEREAS, the parties entered into a Special Facilities and Ground Lease dated December 1, 2009 (collectively, the "Original Lease"), between the City and the Company; and

WHEREAS, the Company is experiencing growth beyond anticipated sales, causing a shortage of space needed to park cars and therefore needs access to additional car rental site to better manage its rental car business;

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein and good and valuable consideration the sufficiency of which hereby is acknowledged, the parties set forth the terms and conditions for the Company's access and use of a temporary site as follows:

1. **Purpose.** The purpose of this Amendment is to facilitate the Company's access to the Additional Site as described in **Exhibit B1 and B2** attached hereto and incorporated herein, which shall be used solely for the purpose of storing motor vehicles used by the Company in its rental car business at the Airport and for no other purposes. The City reserves the exclusive right to control, monitor and establish procedures applicable to the Company's access and use of the Additional Site.

2. **Lease of Premises:** Effective on the date set forth above, the Existing Lease hereby is amended to lease to the Company the ground and existing facilities depicted on the attached **Exhibit B1 and B2**, which shall be incorporated by this reference as if fully set forth herein. Except to the extent modified herein, the Existing Lease shall control the Company's use of the Additional Site, and a reference to "Exhibit B" or "Exhibit A" throughout the Existing Lease generally may be construed to include "**Exhibit B1 and B2**" whenever the context permits or requires such construction.

a. 3. **Term:** The Company's right to use the Additional Site, shall commence on the date set forth above and shall continue until January 01, 2014 or at the City's option, upon the occurrence of an event of default under Section 9.01 of the Existing Lease that is not waived in accordance with Section 9.05 of the Existing Lease.

b. 4. **Consideration:** Company shall pay to the City as rental for the use of said Additional Site, an amount approximately equal to \$1.241 per square foot per year for 186,313 square feet (4.28 acres) and \$26 per square foot per year for 2,251 square

feet of building space beginning on the date set forth above through September 30, 2011. Rental commencing October 1, 2011, shall be at the amount of the Ground Rent by clause (i) of Section 5.02(a) of the Existing Lease hereof shall be reestablished on October 1st of each year.

5. Payments to the City: Rentals shall be payable by the Company on the first day of each month, in advance, during the term specified in this Second Amendment and shall be made without demand or notice payable to the Airport Revenue Fund at Denver International Airport, P.O. Box 492065, Denver, Colorado 80249-2065 at Denver International Airport, Denver, Colorado or at such other place in the City as the Manager may hereafter designate by notice in writing to the Company and shall be made in legal tender of the United States.

6. Improvements: Any additional improvements made on or to the Additional Site shall be made in accordance with Section 6.09 of the Existing Lease, at Company's sole cost and expense and shall terminate and/or be removed from the Additional Site as provided herein.

7. Care of Area: The Company agrees that it will keep the Additional Site in a neat, clean, safe, sanitary and orderly condition at all times and will maintain and use the Additional Site and provide and pay for utilities as provided in Sections 6 and 7 of the Existing Lease.

8. Surrender of Lease Premises. Upon the expiration or earlier termination of this Facilities Lease or on the date specified in any demand for possession by the City after any default by the Company, the Company covenants and agrees that the Company shall surrender possession of the Lease Premises to the City and restore the Lease Premises consistent with the provisions set forth in Section 6.14 of the Existing Lease. Upon failure of the Company to comply with the conditions of the Existing Lease, the City may cause such removal and restoration to be done at the Company's expense.

9. Insurance: The Company agrees to modify and update the insurance policies required by and set forth in Section 8 of the Existing Lease to add and include the Additional Site. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Lease, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

10. Compliance with Laws; Indemnification: The Company shall, while it is occupying the Additional Site pursuant to this Amendment, observe and comply with the provisions of the charter, ordinances, and rules and regulations of the City, and with all Colorado and federal laws which in any manner limit, control or apply to the operations performed by the Company. The Company shall also comply with all rules and regulations of DIA. The Company will be solely responsible for any and all claims, costs and liabilities including reasonable attorney/consultant fees and costs arising out or in connection with the Company's operations on the Additional Site and including restoration or cleaning on the Additional Site associated with the Company's use of hazardous materials on the property, and the Company agrees to indemnify the City in accordance with the indemnification provisions of the Existing Lease.

11. Liens: The Company agrees to promptly pay when due all bills, debts and obligations incurred by its in connection with its activities on the Additional Site hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Additional Site or improvements thereon.

12. Entire Agreement: This Amendment embodies the entire agreement of the City and the Company with respect to the subject matter of this Amendment, and it supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Amendment.

13. Existing Lease Remains in Full Force: Except as expressly modified or amended herein, all terms and conditions of the Existing Lease shall remain in full force and effect as though set out in full herein.

14. Execution in Counterparts: This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Final Approval: This Amendment is expressly subject to and shall not be or become effective or binding on the City until approved by the Council of the City and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Lease the day and year first above written.


ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk
of the City and County of
Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

By  _____
Manager of Aviation

APPROVED AS TO FORM:

DAVID R. FINE, Attorney
for the City and County of Denver

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. AR 95014(1)


By _____
Auditor

PARTY OF THE FIRST PART

ATTEST:

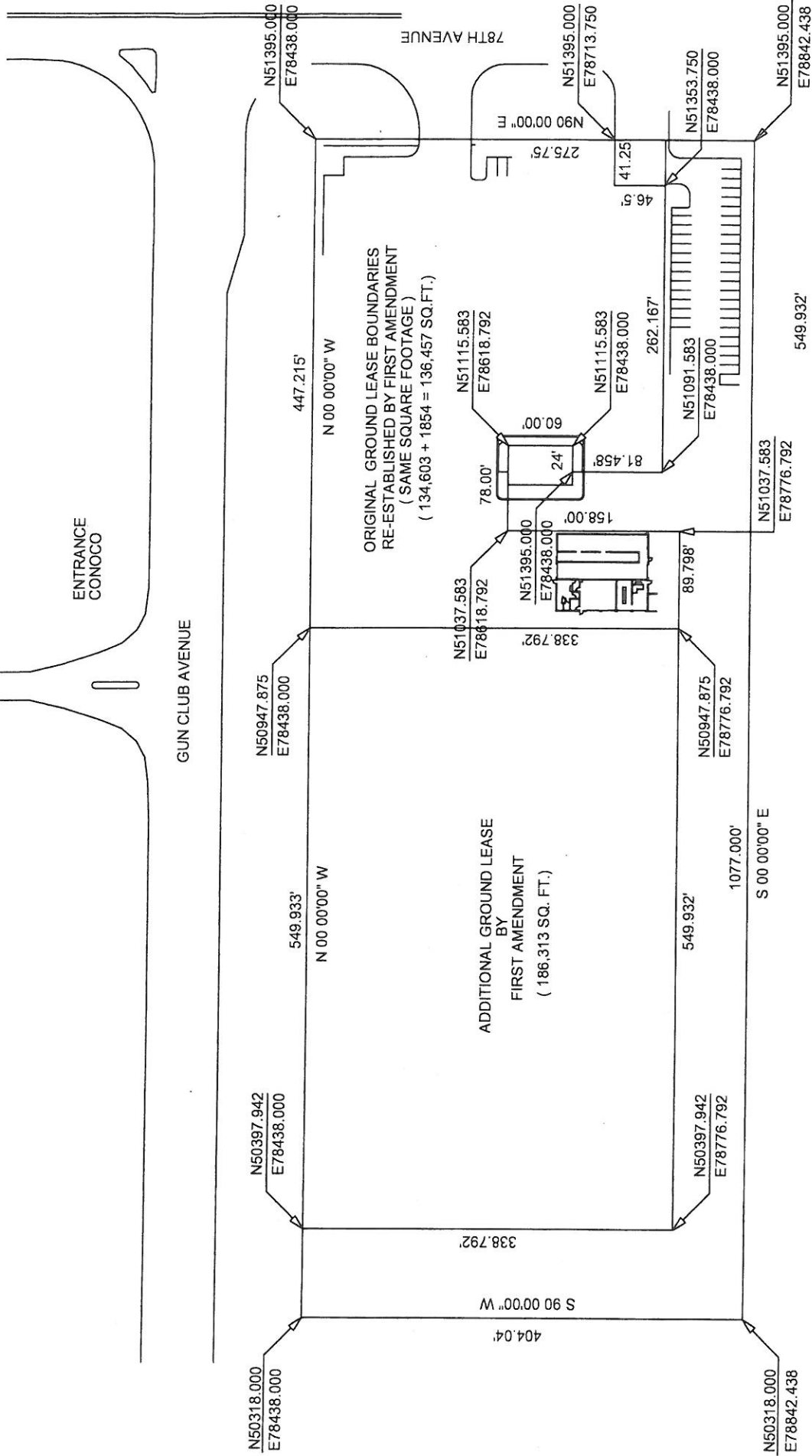
E-Z Rent-A-Car, Inc

By  _____
Secretary

By  _____
Title *President*

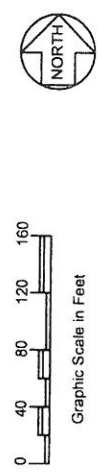
PARTY OF THE SECOND PART

EXHIBIT B1
DESCRIPTION OF THE GROUND



E-Z RENT-A CAR GROUND LEASE

FIRST AMENDMENT TO EZ RENT A CAR GROUND/FACILITIES LEASE



NOTE: THIS EXHIBIT B-1 REPLACES AND VOIDS EXHIBIT A-1 AND A-2 OF THE ORIGINAL LEASE AGREEMENT.



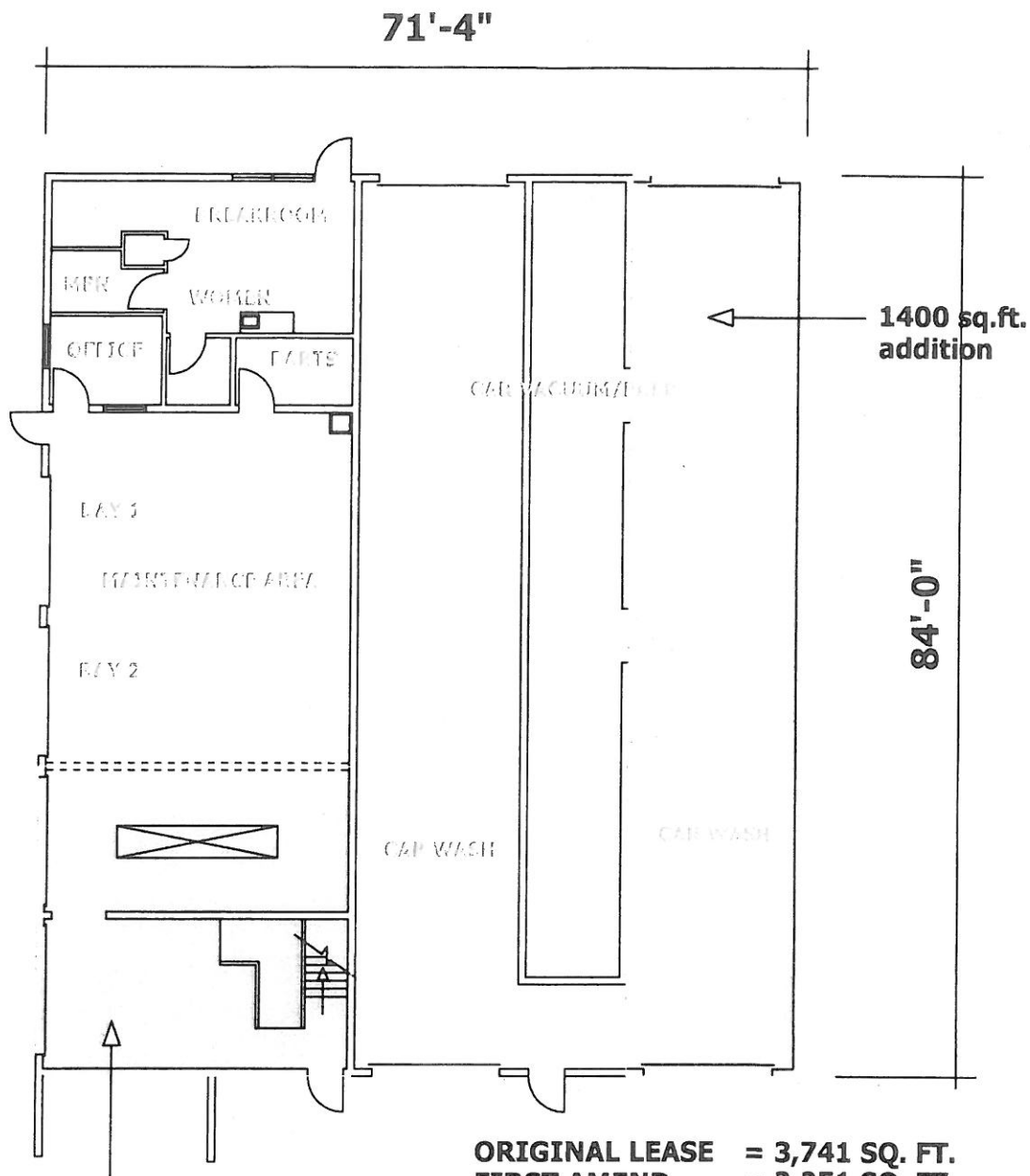
CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

EXHIBIT B-1 E-Z RENT A CAR GROUND/FACILITIES LEASE

DATE: 10-18-2010	SCALE:	DRAWN BY: DMF	CHECKED BY: DMF	SHEET NO. 1 OF 1	DRAWING NO. EXHIBIT B-1
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EXHIBIT B2

DESCRIPTION OF THE FACILITY



851 SQ. FT.
ADDITION

ORIGINAL LEASE = 3,741 SQ. FT.
FIRST AMEND. = 2,251 SQ. FT.

TOTAL = 5,992 SQ. FT.

CAR WASH/MAINTENANCE BLDG

FIRST AMENDMENT TO EZ RENT A CAR GROUND/ FACILITIES LEASE



NOTE: THIS EXHIBIT B-2 REPLACES AND VOIDS EXHIBIT B-2 OF THE ORIGINAL LEASE



CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

EXHIBIT B-2 E-Z RENT A CAR GROUND/FACILITIES LEASE

DATE: 10-18-2010	SCALE:	DRAWN BY: DMF	CHECKED BY: DMF	SHEET NO. 1 OF 1	DRAWING NO. EXHIBIT B-1
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