

AMENDATORY LEASE AGREEMENT

THIS AMENDATORY LEASE AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER** (“City” or “Lessee”), a municipal corporation and home rule city of the State of Colorado, and **KEW REALTY CORPORATION**, whose address is 300 South Jackson Street, Suite 550, Denver, Colorado 80209 (“Lessor”).

RECITALS:

- A.** The Lessor is the owner of certain property located at 3700 Havana Street, Denver, Colorado; and
- B.** The City entered into a Lease Agreement dated February 27, 2007 (City Clerk File No. 07-176), to lease a portion of the Property from Lessor for use as a maintenance and storage facility by the Denver Sheriff’s Department; and
- C.** The City now desires to amend the Lease Agreement to extend the term and alter the rent amount.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein set forth the parties agree as follows:

- 1. Section 3, “**TERM**” of the Original Lease is modified in its entirety to read as follows:

“3. **TERM**: The term of this Lease shall begin on February 15, 2007 and terminate on March 31, 2015, unless sooner terminated pursuant to the terms of the Lease.”

- 2. Section 4, “**RENT and OPERATING EXPENSES**” of the Original Lease is amended by replacing subsections (a), (c) and (d) in their entirety as set forth below:

“(a) The City shall pay to Lessor for the rent of these Leased Premises for the term of this Lease the total sum of Six Hundred Fifty Six Thousand Four Hundred Eighty-Six Dollars and Twenty Cents (\$656,486.20), payable to Lessor in monthly installments as follows:

2/15/07-3/31/07	\$0.00 psf/yr.	\$0.00 / 12 months = \$0.00 per month
4/01/07-3/31/08	\$2.95 psf	\$45,312.00 / 12 months = \$3,776.00

For the years for which this Lease is automatically renewed, the City shall pay to Lessor for the rent of these Leased Premises the following amounts:

4/1/08 – 3/31/09	\$3.10 psf	\$47,616.00 / 12 months = \$3,968.00
4/1/09 – 3/31/10	\$3.25 psf	\$49,920.00 / 12 months = \$4,160.00
4/1/10 – 3/31/11	\$3.40 psf	\$52,224.00 / 12 months = \$4,352.00

4/1/11 – 3/31/12	\$3.55 psf	\$54,528.00 / 12 months = \$4,544.00
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For the three year extended term, the City shall pay to Lessor for the rent of these Leased Premises the following amounts:

4/1/12 – 3/31/13	\$3.55 psf	\$54,528.00 / 12 months = \$4,544.00
4/1/13 – 3/31/14	\$3.55 psf	\$54,528.00 / 12 months = \$4,544.00
4/1/14 – 3/31/15	\$3.70 psf	\$56,832.00 / 12 months = \$4,736.00

(b) The City shall also pay actual operating expenses to the Lessor. These expenses include the cost of common area maintenance, real estate taxes, and insurance (“Operating Expenses”). Operating expenses shall be paid on a monthly basis based upon the estimated amount due to the Lessor. By March 31 of each year of this Lease, if renewed, the Lessor shall provide a reconciliation of the preceding year of the actual Operating Expenses due the Lessor and the estimated amounts paid monthly by the City, with any amounts owing the Lessor to be paid by the City and any overages paid by the City to be credited or paid to the City within 60 days after the reconciliation is provided. Lessor’s and City’s obligations with respect to any overpayment or underpayment of Operating Expenses shall survive the expiration or termination of this lease. If the lease is in effect less than a full year, the City share of the Operating Expenses shall be paid proportionately for the portion of the year that the City occupies the Leased Premises. The cost of such actual expenses shall not exceed the following amounts for the time periods listed:

2/15/07 – 3/31/07	\$0.00 psf	\$0.00	0.00 per month
4/1/07 – 3/31/08	\$1.68 psf	\$25,804.80 / 12 months = \$2,150.40	

If the Lease is renewed as specified above, the actual expenses shall not exceed the following amounts:

4/1/08 – 3/31/09	\$1.76 psf	\$27,033.60 / 12 months = \$2,252.80
4/1/09 – 3/31/10	\$1.85 psf	\$28,416.00 / 12 months = \$2,368.00
4/1/10 – 3/31/11	\$1.94 psf	\$29,798.40 / 12 months = \$2,483.20
4/1/11 – 3/31/12	\$2.04 psf	\$31,334.40 / 12 months = \$2,611.20
4/1/12 – 3/31/13	\$2.04 psf	\$31,334.40 / 12 months = \$2,611.20
4/1/13 – 3/31/14	\$2.14 psf	\$32,870.40 / 12 months = \$2,739.20
4/1/14 – 3/31/15	\$2.24 psf	\$34,406.40 / 12 months = \$2,867.20

(c) The maximum contract amount for this Lease shall not exceed the sum of the total rent amount and the not to exceed Operating Expenses amount for the first year, or **Six Hundred Fifty-Six Thousand Four Hundred Eighty-Six Dollars and Twenty Cents (\$656,486.20)**.

3. A new Section 41, “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**”, shall be added as set forth below:

“41. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lessor consents to the use of electronic signatures by the City. The Amendatory Lease Agreement, and any other documents

requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Amendatory Lease Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

4. Except as otherwise modified or amended herein, all of the terms, provisions and conditions of the Original Lease are hereby affirmed and ratified in each and every particular as though set out in full herein.

[END OF PAGE]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: FINAN-CE76001-01

Contractor Name: KEW Realty Corp

By: Anita Youngblut

Name: Anita Youngblut
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

