

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **THE GREENWAY FOUNDATION**, a Colorado non-profit corporation, with an address of 1855 S. Pearl St., Suite 40, Denver, Colorado 80210, (the “**Lessee**”). City and Lessee shall be individually referred to herein as a “**Party**” and jointly as the “**Parties**”.

WITNESSETH:

WHEREAS, Lessee and the City entered into a Lease Agreement dated May 4, 2012 (“**Agreement**”); and

WHEREAS, the Lessee continues to be engaged, through its South Platte River Environmental Education (“**SPREE**”) program, in programmatic activities for environmental education and stewardship efforts to improve and maintain natural areas along and near the South Platte River, the mission of which is consistent and supportive of the purposes and goals of the Denver Department of Parks and Recreation; and

WHEREAS, Lessee has utilized the small building and associated parking lot located within Habitat Park in accordance with the Lease Agreement and in association with the SPREE program; and

WHEREAS, the Parties wish to continue the SPREE program; and

WHEREAS, in order to continue the SPREE program, the Parties mutually agree to extend the term of the Lease Agreement.

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

1. Section 2.A. of the Lease Agreement entitled “Term” is amended to read as follows:

“The term of this Lease shall begin on January 1, 2012, and shall expire on December 31, 2027, unless sooner terminated pursuant to the terms of this Lease or is extended by an amendment to this Lease executed in the same manner as this Lease (“**Term**”).”

2. Section 7.B. of the Lease Agreement entitled “Repairs” is amended to read as follows:

“Except to the extent expressly provided in this Sub-section 7.B, the City

shall not be required to make any repairs or improvements of any kind or character to or for the Leased Premises during the Term of this Lease, except repairs as may be deemed appropriate by the Department for the Leased Premises. Lessee shall make, when needed and at its own expense, and without prior consent of the Manager of Parks and Recreation, all repairs to the Leased Premises costing one thousand dollars (\$1,000.00) or less per occurrence. Lessee shall make no alterations in or additions to, make any repairs costing in excess of \$1,000.00 to change any locks in, nor post any signage on, the Leased Premises without first obtaining the written authorization from the Department. All such repairs must be performed in accordance with all applicable City codes for construction. Copies of all keys for replaced locks shall be provided, at no charge, to the Designated Representatives as specified in Section 8 of this Lease. Subject to appropriation and availability of funds, the Department will make repairs or replacement of any portion of the Leased Premises that cost in excess of \$1,000.00 per occurrence so long as the repair or replacement is not necessitated by damages caused by the Lessee or its employees, officers, agents, volunteers, invitees and visitors. In such case, the Lessee shall be responsible for the full cost of the repair in accordance with Sub-section 7.C. Under this Sub-paragraph 7.B, the Lessee shall only be responsible for no more than \$1,000.00, during the Term of this Lease, of the costs for repairs or replacement of the roof of the Leased Premises, should the roof require repair or replacement.”

3. Section 7.C. of the Lease Agreement entitled “Damage” is amended to read as follows:

“The Lessee shall be responsible, at its own expense, to repair or replace any portion of the Leased Premises damaged by the Lessee or its employees, officers, agents, volunteers, invitees and visitors to the Leased Premises. All such repairs or replacements costing in excess of one thousand dollars (\$1,000.00) shall require the prior written authorization from the Department and must be performed in accordance with all applicable City codes and other requirements for construction on City property.”

4. Section 27 of the Lease Agreement entitled NOTICES is amended to change Lessee’s notice information as follows:

“The Greenway Foundation
Attn: Jeff Shoemaker, Exec. Director
1855 S. Pearl St., Suite 40
Denver, Colorado 80210”

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

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 _____

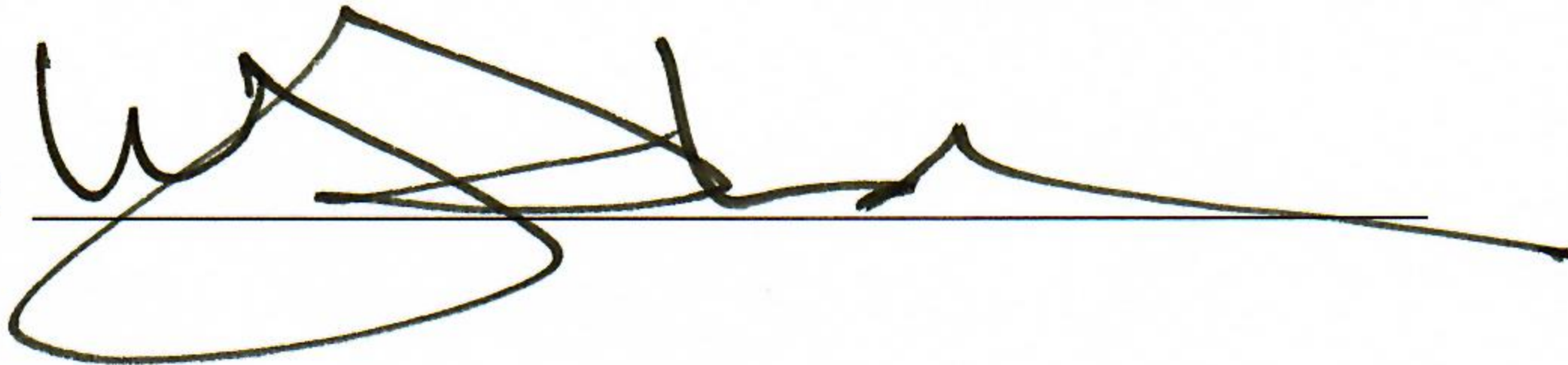
By _____

By _____



Contract Control Number: PARKS-201205168-01

Contractor Name: The Greenway Foundation

By: 

Name: JEFF SHOEMAKER
(please print)

Title: EXEC. DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

