

**RESOLUTION NO. 119-96**

**AMENDING THE LEASE BY THE CITY  
OF OFFICE SPACE LOCATED ON THE THIRD FLOOR OF THE  
MESA NATIONAL BANK BUILDING AT 131 NORTH 6TH STREET**

WHEREAS, by that certain Lease dated the 15th day of May 1996, the City currently leases from Mesa National Bank office space located on the third floor of the Mesa National Bank building located at 131 North 6th Street in the City of Grand Junction; and

WHEREAS, in accordance with Section 3.1(a) of said Lease, the Bank granted the City a right of first refusal to lease additional space on the third floor by either 1) meeting any bona fide offer with is acceptable to Lessor (the Bank), or 2) by negotiations between the parties; and

WHEREAS, the City is desirous of leasing two additional office spaces plus an additional 5.40% interest in the associated common areas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the City Manager be authorized, on behalf of the City and as the act of the City, to execute the attached Amendment to Lease with Mesa National Bank, adding to said Lease the lease of two additional office spaces by the City, consisting of 257 square feet, and by adding to said Lease the lease by the City of an additional 5.40% interest in the associated common areas.

PASSED and ADOPTED this 18th day of December, 1996.

Attest:

/s/ Linda Afman  
President of the Council

/s/ Stephanie Nye  
City Clerk

## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease is made as of the 1st day of January, 1997, by and between Mesa National Bank, hereinafter referred to as "Lessor", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

### RECITALS

A. By that certain Lease dated the 15th day of May, 1996, between Lessor and the City ("the Lease") the City leases from Lessor, and Lessor leases to City, the office space located on the third floor in the Mesa National Bank building ("the Building") located at 131 North 6th Street in the City of Grand Junction.

B. Pursuant to Section 3.1(a) of said Lease, Lessor has granted the City a right of first refusal to lease additional space on the third floor of the Building by either 1) meeting any bona fide offer which is acceptable to Lessor, or 2) by negotiations between the parties hereto.

C. The City desires to exercise its right of first refusal to lease from Lessor the spaces being numbered 8 and 9, together with an additional 5.40 percent interest in the associated common areas, as shown on **Exhibit "A"** attached hereto and incorporated by reference, hereinafter referred to as the "Additional Demised Premises".

NOW, THEREFORE, in consideration of the recitals above and the mutual terms and covenants and conditions contained herein, the parties hereto agree as follows:

1. Lessor hereby leases the Additional Demised Premises to the City, and the City hereby accepts and leases Additional Demised Premises from Lessor, subject to each and every term and condition stated in this Amendment to Lease.

2. For the term commencing January 1, 1997, and expiring May 15, 1997, the City agrees to pay to Lessor as rent for the Additional Demised Premises the total sum of \$1,145.16. The foregoing amount is to be paid to Lessor by the City on or before January 10, 1997.

3. Rents to be paid by the City to Lessor for the Demised Premises as stated in the Lease and for the Additional Demised Premises as herein provided shall be added together; therefore, Section 2.1 of the Lease is hereby amended as follows:

the sum of \$17,268.00 shall be paid on or before May 15, 1997;  
the sum of \$18,132.00 shall be paid on or before May 15, 1998.

4. Pursuant to Section 3.1(b) of the Lease, Lessor granted the City a right of first refusal again lease the Demised Premises for one (1) successive three (3) year term. Should the lease of the Demised

