

RESOLUTION NO. 11-98

**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, and that certain Amendment to Lease Agreement dated the 1st day of January, 1997, the City currently leases from Mesa National Bank 1,385 square feet of office space and 29.1 percent of the common open 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 an additional 1,347 square feet of office space plus an additional 28.3 percent 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 Agreement with Mesa National Bank, adding to said Lease 1,347 additional square feet of office space and an additional 28.3 percent interest in the associated common areas.

PASSED and ADOPTED this 4th day of February, 1998.

Attest:

/s/ Stephanie Nye
City Clerk

/s/ Earl Payne
President of the Council Pro Tem

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease is made as of the 5th day of February, 1998, 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, and that certain Amendment to Lease Agreement dated the 1st day of January, 1997, the City leases from Lessor, and Lessor leases to City, 1,384 square feet of office space and 29.1 percent of the common open 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

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 10 through 15, together with the "Bank Board Room" and an additional 28.3 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 February 5, 1998, and expiring May 15, 1998, the City agrees to pay to Lessor, as rent for the Additional Demised Premises, the total sum of \$4,559.02. The foregoing amount is to be paid to Lessor by the City on or before February 13, 1998.

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 \$35,801.50 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 Premises and the Additional Demised Premises be extended, the rents to be paid by the City to the Bank as stated in said Section 3.1(b) of the Lease shall be and are hereby amended as follows:

the sum of \$37,545.20 shall be paid on or before May 15, 1999;

the sum of \$39,326.00 shall be paid on or before May 15, 2000;
the sum of \$41,403.60 shall be paid on or before May 15, 2001.

5. This Amendment to Lease is to be attached to and become a part of that certain Lease between the parties dated the 15th day of May, 1996, and that certain Amendment to Lease Agreement dated the 1st day of January, 1997. All other terms and conditions of said Lease shall remain unmodified and in full force and effect.

The parties hereto have hereunto executed this Amendment to Lease as of the date first above written.

LESSOR:

Attest:

Mesa National Bank

Senior Vice President/Cashier

W.T. Sisson, President

LESSEE:

Attest:

The City of Grand Junction,
a Colorado home rule municipality

City Clerk

Mark K. Achen, City Manager