

**THIRD AMENDMENT TO THE LEASE  
BETWEEN  
COLORADO SPRINGS URBAN RENEWAL AUTHORITY  
AND  
THE CITY OF COLORADO SPRINGS  
FOR THE USE OF OFFICE SPACE IN THE  
CITY ADMINISTRATION BUILDING**

**THIS THIRD AMENDMENT TO THE LEASE** (the “Third Amendment”), for the continued use of office space in the City Administration Building (“CAB”) is between COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a Colorado governmental entity (“URA”), and the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation (“City”). URA and City shall be referred to herein collectively as the “Parties” and each individually as a “Party”.

**Recitals**

**WHEREAS**, on February 27, 2013, URA entered into a Lease (“Lease”) with City for the use of certain office space and common areas in the CAB; and

**WHEREAS**, lease amendments are permitted under Paragraph 5.3 of the Lease; and

**WHEREAS**, the Lease was amended by a First Amendment to the Lease executed by the Parties with an effective date of August 26, 2013 (“First Amendment”) and a Second Amendment to the Lease executed by the Parties with an effective date of July 22, 2015 (the “Second Amendment”); and

**WHEREAS**, the Parties wish to formalize an extension of the Lease; and

**WHEREAS**, the City has relocated URA to alternate space within the CAB and the Parties desire to update Exhibit A to the Lease to depict the current Leased Area and to make other revisions to the terms of the Lease as specified herein.

**Terms**

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, URA and the City agree to amend the Lease as follows:

1. Paragraph **1.1 PURPOSE AND LEASED AREA** is hereby amended by deleting Exhibit A referred to therein and replacing it with Exhibit A attached hereto and made a part hereof depicting space in Suite 601. From and after the date of this Third Amendment, the term “Leased Area” as used in the Lease shall refer to the two offices depicted in said Exhibit A and associated storage space.

2. In accord with Paragraphs 1.2 and 5.3 of the Lease, the Parties hereby extend the term of the Lease by an additional two (2) years from the effective date hereof with said term terminating on December 13, 2019.

3. Except as herein expressly modified and amended, all other terms, provisions, and agreements contained in the Lease, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect, and URA and the City hereby expressly ratify and reaffirm the same.

4. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single Third Amendment to the Lease.

5. Each of the undersigned represents that he or she has the full authority to bind their respective entity with regard to the matters contained herein.

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**IN WITNESS WHEREOF**, URA and City have executed this Third Amendment to be effective as of December 13, 2017.

COLORADO SPRINGS  
URBAN RENEWAL AUTHORITY

CITY OF COLORADO SPRINGS

By: \_\_\_\_\_  
Wynne Palermo, Chair

By: \_\_\_\_\_  
John Suthers, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

