

**SECOND 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 SECOND AMENDMENT TO THE LEASE (the “Second 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 27, 2013 (“First Amendment”); and

WHEREAS, the term of the Lease expires on February 27, 2015; and

WHEREAS, the Parties desire to amend the Lease to extend the term of the lease between URA and the City 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 deleted in its entirety and replaced with the following new Paragraph 1.1:

1.1 PURPOSE AND LEASED AREA. URA and the City have agreed that it is in the best interests of both parties to establish a Lease for URA’s use of two offices and open office/storage area (the “Leased Area”) in the City Administration Building (“CAB”), located at 30 South Nevada Avenue, Colorado Springs, Colorado. URA will also have use of city conference rooms on an as available basis. The location of the Leased Area within the CAB shall be at the discretion of the City; provided however, that the City will not require URA to move or relocate its Leased Area more than once in any calendar year

period. The City will be responsible for the cost of relocation of the URA office furniture and equipment as well as relocation/reconnection of phone and internet services and equipment.

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 one (1) year with said term terminating on February 29, 2016.

3. Exhibit A depicts the Leased Area located in Suite 502.

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


5. This Second 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 Second Amendment to the Lease.

6. 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 Second Amendment to the Lease to be effective as of March _____, 2015.

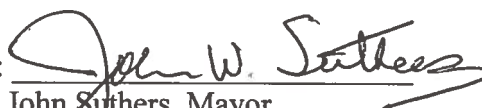
COLORADO SPRINGS
URBAN RENEWAL AUTHORITY

By: 
Wynne Palermo, Chair


ATTEST:


By: 
Title: DIRECTOR

CITY OF COLORADO SPRINGS

By: 
John Suthers, Mayor

ATTEST:


Sarah B. Johnson, City Clerk



APPROVED AS TO FORM:


Office of the City Attorney

EXHIBIT A

