

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into effective this June 1, 2016 ("Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality ("LESSOR"), and the COMMERCE CITY HISTORICAL SOCIETY, a Colorado nonprofit corporation ("LESSEE"), to amend the Lease Agreement dated May 19, 2014 for the lease of the Commerce City Heritage and Cultural Center f/k/a Conter Community Center ("Agreement"). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Section 3(b) of the Agreement is amended to read as follows:
 - b. The Annual Rental Amount shall increase by one thousand two hundred dollars (\$1,200.00), which shall correspondingly increase the Monthly Rental Payment by one hundred dollars (\$100.00), in the second year of the Agreement and shall remain at that amount through the third year of the Agreement. Thereafter, the Annual Rental Amount shall increase on a yearly basis by one thousand two hundred dollars (\$1,200.00), which shall correspondingly increase the Monthly Rental Payment by one hundred dollars (\$100.00), commencing on the third anniversary of the Commencement Date (June 1, 2017). The Annual Rental Amount shall not exceed six thousand dollars (\$6,000.00).
2. Outdoor Displays. Section 4 of the Agreement is amended by the addition of new paragraph (f):
 - f. Outdoor Displays. LESSEE is authorized to display items of historical significance outdoors at the PREMISES at the locations described in **Exhibit B**. The items must fit within the designated locations without obstructing or disturbing any sidewalk, right of way, utility, access, or landscaping. The items must not be greater than eight feet (8') tall. LESSEE is responsible for the maintenance and safety of such items. LESSEE will obtain prior approval from LESSOR for any items requiring electrical connections or affecting landscaping or irrigation systems. LESSEE will remove immediately any such items deemed by LESSOR to present a safety concern and will remove all such items at the termination of the lease.
3. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this Amendment.
4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.
5. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.
6. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amendment.

[Remainder of this page intentionally blank. Signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Sean Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura J. Bauer, MMC, City Clerk

Robert Sheesley, Interim City Attorney

COMMERCE CITY HISTORICAL SOCIETY

President, Board of Directors

EXHIBIT B

Map of Outdoor Display Locations