

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD
LEASE AMENDMENT [IMPROVED REAL PROPERTY]**

LANDLORD	<u>Fremont County Airport</u>
TENANT	<u>The State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Division of Fire Prevention and Control</u>
LOCATION	<u>60298 Hwy 50, Penrose, CO 81240</u>

SECOND AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS SECOND AMENDMENT TO LEASE, made and entered into this ___ day of **May**, 2023, for the purpose of amending that certain lease dated **June 11, 2021**, (the "Lease"), by and between **Fremont County**, as "Landlord", and **THE STATE OF COLORADO**, acting by and through the **DEPARTMENT OF Public Safety, for the use and benefit of the Division of Fire Prevention and Control**, as "Tenant", relating to the leasing of a portion of the land ~~building~~ located at **60298 Hwy 50, Penrose, CO 81240** (~~the "Building"~~) (including land, improvements and other rights appurtenant thereto), comprised of **six thousand (6,000)** rentable square feet of **ground with water, septic and electrical hookups capable of supporting a 24' x 60' mobile unit and parking for 15 vehicles and a fuel supply truck and trailer.**

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, Pursuant to Article 27 (C) 'OPTION TO RENEW' in that certain lease dated **June 11, 2021**, the Parties agree to execute a written amendment to memorialize the Tenant's exercise of each Renewal Option. The Second Renewal Option begins on **July 1, 2023**, and expires on **June 30, 2024**.

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

1. **Article 1(B) PREMISES, TERM RENT shall be amended to include the following rent table for the Second Option to Renew:**

6,000 sq. ft

TERM DATES	NEGOTIATED ANNUAL RENT/RSF	REAL ESTATE PROPERTY TAXES/RSF*	ADJUSTED ANNUAL RENT/RSF*	MONTHLY RENT*	TERM RENT*
07/01/23 - 06/30/24	\$0.30	N/A	\$0.30	\$150.00	\$1,800.00

*Reduces Rent by the Estimated Property Tax known at the time of drafting this document.

Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and the Second Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Second Amendment to Lease,
- ii. The provisions of the First Amendment to Lease,
- iii. The provisions of the main body of the Lease,

Except as modified by the provisions of this Second Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

The effective date of this Second Amendment to Lease is _____, 2023 or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of 24-30-202 (1) C.R.S., as amended, this Second Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this **Second Amendment to Lease** agreement on the day and year first above written.

LANDLORD:
Fremont County Airport

TENANT
STATE OF COLORADO
Jared S. Polis, Governor
The Department of **Public Safety**

By: _____
Authorized Signatory

By: _____
Executive Director

Name (Print) Title (Print)

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

By: _____

Date: _____

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
For the Executive Director

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____ N/A
State Risk Manager

By: _____

Date: _____

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____ N/A

Date: _____

