

ORDINANCE NO. 2

Series 2024

**AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE OF THE BRECKENRIDGE PROFESSIONAL BUILDING.**

WHEREAS, the Town owns the real property commonly known as the Breckenridge Professional Building (“Professional Building”) located at 130 Ski Hill Road, Breckenridge, Colorado;

WHEREAS, the Town has leased the Professional Building to U.S. Bank National Association (“U.S. Bank”) in a Lease Agreement dated May 7, 1997, which has been amended as follows: First Amendment to Lease dated November 28, 2006, Second Amendment to Lease dated April 19, 2013, and Third Amendment to Lease dated November 25, 2020 (collectively, the “Lease”);

WHEREAS, the Town Council desires to approve a fourth amendment to the Lease with U.S. Bank for a term of two years and further grants U.S. Bank an option to extend the term of the Lease for an additional one (1) year period;

WHEREAS, Section 1-11-4 of the Breckenridge Town Code requires that leases of Town real property longer than one year must be approved and authorized by ordinance;

WHEREAS, in the event U.S. Bank exercises its option to renew the lease for an additional one-year period, the Town Manager is authorized to execute an amendment upon the terms and conditions set forth in the Fourth Amendment to the lease.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO:

Section 1. Town Council hereby approves the Fourth Amendment to the lease between the Town of Breckenridge and U.S. Bank National Association, a copy of which is attached hereto as **Exhibit A**.

Section 2. This ordinance shall be published and become effective as provided by Section 5.9 of the Breckenridge Town Charter.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 12th day of December 2023. A Public Hearing shall be held at the regular meeting of the Town Council of the Town of Breckenridge, Colorado on the 12th day of December, 2024, at 7:00 P.M., or as soon thereafter as possible in the Municipal Building of the Town.

INTRODUCED, READ ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL this 12th day of December, 2023.

This ordinance was published in full on the Town of Breckenridge website on December 14, December 15, December 16, December 17 and December 18, 2023.

A public hearing on this ordinance was held on January 9, 2024.

READ, ADOPTED ON SECOND READING AND ORDERED PUBLISHED IN FULL ON THE TOWN’S WEBSITE this 9th day of January, 2024. A copy of this Ordinance is available for inspection in the office of the Town Clerk.

ATTEST:

TOWN OF BRECKENRIDGE

\_\_\_\_\_  
Helen Cospolich, CMC, Town Clerk

\_\_\_\_\_  
Eric S. Mamula, Mayor

APPROVED IN FORM

\_\_\_\_\_  
Town Attorney          Date

This Ordinance was published on the Town of Breckenridge website on January 11, January 12, January 13, January 14 and January 15, 2024. This ordinance shall become effective on February 14, 2024.

## FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the “Amendment”) is made as of \_\_\_\_\_, 2023, between the **Town of Breckenridge**, as successor in interest to Breckenridge Professional Building, LLC (“Landlord”) and **U.S. Bank National Association**, a national banking association (“Tenant”).

- A. Pursuant to the Lease Agreement dated as of May 7, 1997, First Amendment to Lease dated November 28, 2006, Second Amendment to Lease dated April 19, 2013, and Third Amendment to Lease dated November 25, 2020 (collectively, the “Lease”), Landlord leased to Tenant approximately 1,892 square feet of space in the Breckenridge Professional Building located at 130 Ski Hill Road, Breckenridge, Colorado, 80424, as more particularly described in the Lease (the “Premises”).
- B. Landlord and Tenant desire to amend the Lease to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Lease Term.**
  - a. The Lease Term is hereby extended for a period of two (2) years commencing on June 1, 2024, and expiring on May 31, 2026 (the “Fourth Amendment Term”).
  - b. Tenant shall have one (1) option to extend the Lease Term for a period of one (1) year. In order to exercise the option, Tenant shall give Landlord written notice not less than six (6) months prior to the end of the then current term. All terms and conditions shall remain the same during the extension term, with the exception of base rent which shall be as set forth in Section 3 below.
- 2. **Premises.** The parties agree that the Premises and the Building have been remeasured, and that effective as of June 1, 2024:
  - a. the Premises shall be deemed to contain 1,918 rentable square feet,
  - b. the Building shall be deemed to contain 17,489 rentable square feet.
  - c. Tenant’s Fraction of Operating Costs shall remain at 11%.
- 3. **Minimum Rent:** The Minimum Rent payable for the Second Amendment Term shall be payable as follows:

<u>Period</u>	<u>Monthly Minimum Rent</u>
06.01.2024 – 05.31.2025	\$5,434.33
06.01.2025 – 05.31.2026	\$5,597.36
06.01.2026 – 05.31.2027*	\$5,765.28

\*if exercised pursuant to Section 1(b) above.

4. **Authority.** Landlord and Tenant each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment and shall indemnify and hold each other harmless for any breach of this representation and warranty.

5. **No Existing Defaults.** Landlord and Tenant represent that there are currently no defaults by either party under the Lease.

6. **Counterparts.** This Amendment may be executed in two or more identical counterparts and delivered by facsimile or by .pdf or other comparable electronic format, with the same force and effect as if all required signatures were contained in a single, original instrument.

7. **Ratification.** All of the terms of the Lease, as amended hereby, are hereby ratified and confirmed.

8. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Lease.

*[Remainder of page intentionally left blank. Signature page follows.]*

WHEREFORE, Landlord and Tenant have executed this Amendment as of the date first above written.

**LANDLORD:**

Town of Breckenridge

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

U.S. Bank National Association

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_