

Amendment #01

LEASE NAME: Flagstaff Railroad Passenger Station Facility Lease

AMENDMENT: _____, 2019

CONTRACT NUMBER: 2020-06

PROCUREMENT METHOD: Sole Source

The Flagstaff Railroad Passenger Station Facility Lease dated November 8, 2004 (“the Lease”) entered into by and between the City of Flagstaff, an Arizona municipal corporation (“Lessor”) and National Railroad Passenger Corporation, a corporation organized under the Federal Rail Passenger Service Act and operating as a District Columbus corporation (“Lessee”) is hereby amended:.

Effective October 1, 2019, Sections 2, 3 and 6 of the Lease are hereby amended and restated as follows:

2. Term and Renewals.

The renewed term of this Lease shall be five (5) years, commencing October 1, 2019 and ending on September 30, 2024, unless sooner terminated by Lessee upon sixty (60) days written notice to Lessor in the event that Lessee’s rail passenger service in Flagstaff is relocated or otherwise ceases operation. Provided Lessee has not sooner terminated this Lease and is not in default upon expiration of the current term of the Lease, Lessee shall have the right to renew the term of this Lease for two (2) additional consecutive renewal terms of five (5) years each by notifying Lessor in writing at least sixty (60) days prior to expiration of the then current term of the Lease.

3. Rent.

The rent commencing on October 1, 2019 shall be \$14,456.60 for the year ending September 30, 2020 and is payable in advance. This rental rate includes utility service charges for electricity, natural gas, sewer, water, and sanitation services, and shall be increased by two percent (2%) annually to reflect cost increases incurred by Lessor.

6. Hours of Operation; Visitor’s Center.

Lessee shall have the right to keep the Leased Premises open at all such times as it desires or is necessary for the operation of a passenger rail service station. Lessee acknowledges and agrees that the portion of the Premises comprising the west side of the building is occupied by the Visitor’s Center as shown on attached Exhibit "A". Lessee further acknowledges and agrees that the Visitor’s Center is intended to be separate and apart from the Leased Premises and may have hours of operation that differ from the passenger rail

service station hours of operation. Currently, the Visitor's Center hours of operation are as follows: Monday through Saturday -- 8:00 a.m. to 5:00 p.m.; Sundays: 9:00 a.m. to 4:00 p.m. For security purposes, all public access to the Visitor's Center, including all access by Lessee, its subtenants, licensees, invitees and/or its rail service passengers, shall be unavailable after closing hours. Both the separate exterior entrance to the Visitor's Center and the interior wall between the Visitor's Center and the Leased Premises shall remain locked until opening time next morning.

All other provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

LESSOR

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

By: _____
Coral Evans, Mayor, Authorized
Representative

Attest by:

Stacy Saltzburg, City Clerk

Approved as to form by:

City Attorney's Office

LESSEE

National Railroad Passenger Corporation
2955 Market Street, 5th Floor South
Attn: Sr. Dir. Real Estate
Philadelphia, PA 19104

By: _____
David Handera, Vice President,
Stations, Facilities, Properties &
Accessibility