

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:.

The Lease, sections 1, 2, 3 and 6 are amended from and after October 1, 2019 as follows (additions shown in underlined capitalized text, and deletions shown as stricken):

1. **Leased Premises; Parking.**

Lessor leases to Lessee and Lessee leases from Lessor an interior area on the east side of the building on the Premises consisting of approximately twelve hundred (1,200) square feet, which area comprises the Flagstaff Railroad Passenger Station as depicted on the attached Exhibit “A” (“Leased Premises”). In addition, Lessee shall be allowed to NON-EXCLUSIVE use OF the exterior platform area on the railway side of the Premises, and shall be allocated three reserved parking spaces in the parking lot located on the east side of the Premises at no additional cost.

2. **Term and Renewals.**

THE LEASE IS HEREBY RENEWED FOR A TERM OF FIVE (5) YEARS, COMMENCING ON OCTOBER 1, 2019 (“RENEWAL DATE”) AND ENDING ON SEPTEMBER 30, 2024. ~~The term of this Lease shall be five (5) years commencing on October 1, 2004 (“Commencement Date”) and ending on September 30, 2009,~~ 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 ~~initial~~ term of this Lease, Lessee may renew the term of this Lease for two (2) 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. THE CITY MANAGER IS DELEGATED AUTHORITY TO APPROVE ANY RENEWAL TERM OR HOLDOVER OF UP TO 90 DAYS UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS LEASE, AND ANY CHANGES IN VISITOR’S CENTER HOURS. ~~Any renewal shall be on the same terms and conditions contained in this Lease except there shall be no renewal allowed after the second renewal term has expired.~~

3. **Rent; TAXES.**

THE RENT COMMENCING ON OCTOBER 1, 2019 SHALL BE \$14,456.60 FOR THE YEAR ENDING SEPTEMBER 30, 2020, AND IS PAYABLE IN ADVANCE. ~~On or before the Commencement Date and the anniversary of that date thereafter, Lessor shall pay to Lessor rent at the rate of SEVEN DOLLARS & FORTY CENT CENTS (\$7.40) per square foot of the Leased Premises as shown on the attached Exhibit “A”.~~ This rental rate includes utility

service charges for electricity, natural gas, sewer, water, and sanitation services, and shall be increased by three percent (3%) annually to reflect cost increases incurred by Lessor. ~~TOTAL ANNUAL RENT for the first year shall be EIGHT THOUSAND EIGHT HUNDRED EIGHT DOLLARS (\$8,880.00) as shown on the attached Exhibit "B".~~

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 PM. ~~Regular Hours -- 7:00 a.m. to 6:00 p.m. Summer Hours -- 7:00 a.m. to 7:00 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 Its Authorized Representative:

Signature

Coral Evans, Mayor

Attest by:

Stacy Saltzburg, City Clerk

Approved as to form by:

City Attorney's Office

LESSEE

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C., 20002

By Its Authorized Representative:

Signature

Printed Name