

COTTONWOOD HEIGHTS

RESOLUTION No. 2014-02

A RESOLUTION APPROVING AND RATIFYING ENTRY
INTO A FIFTH AMENDMENT TO OFFICE LEASE
WITH WLA UPU-1 AND -2, LLC

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 28 January 2014 to consider, among other things, approving the City’s entry into the “Fifth Amendment to Office Lease” (the “*Agreement*”) with WLA UPU-1 and -2, LLC (“*Landlord*”) concerning an emergency exit door in the City’s third floor council chambers; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-02, shall take effect immediately upon passage.

PASSED AND APPROVED effective 28 January 2014.

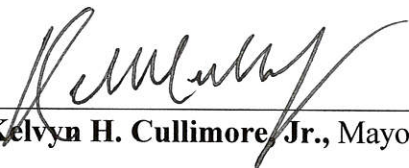
COTTONWOOD HEIGHTS CITY COUNCIL



ATTEST:



Kory Solorio, Recorder

By 

Kelyvn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael L. Shelton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
J. Scott Bracken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael J. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Tee W. Tyler	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 28th day of January 2014.

RECORDED this 30 day of January 2014.

612430.1

FIFTH AMENDMENT TO OFFICE LEASE
WLA UPU-1 and 2, LLC/Cottonwood Heights

THIS AMENDMENT (this “*Amendment*”) is entered into as of the 14th day of January, 2014, between **WLA UPU-1 AND 2, LLC**, a Utah limited liability company (“*Landlord*”), and **COTTONWOOD HEIGHTS**, a Utah municipality (“*Tenant*”). (Landlord and Tenant are referred to in this Amendment collectively as the “*Parties*” and individually as a “*Party*.”)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definition—Lease. As used in this Amendment, “*Lease*” means the Office Lease, dated January 14, 2005, as previously amended by the First Amendment to Office Lease, dated September 4, 2007, the Second Amendment to Office Lease, dated March 27, 2008, the Third Amendment to Office Lease, dated June 9, 2010, and the Fourth Amendment to Office Lease, dated June 14, 2013, all entered into between Landlord, as landlord, and Tenant, as tenant, and, where applicable, as amended by this Amendment. Any term used in this Amendment that is capitalized but not defined shall have the same meaning as set forth in the Lease.

2. Purpose. The Parties desire to amend the Lease in accordance with the terms and conditions set forth in this Amendment.

3. Amendment. The Premises has a door that opens into the space adjacent to the Premises currently leased and occupied or to be occupied by Thyssenkrupp Elevator Corporation, a Delaware corporation. Landlord shall modify such door in accordance with the attached Exhibit A. Thereafter, and as an inducement to Landlord to make such modifications to such door, Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys’ fees and costs) caused by or arising from any person entering into such adjacent space through such door from the Premises.

4. General Provisions. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Lease is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

[Remainder of page intentionally left blank; signatures on following page]

THE PARTIES have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

LANDLORD:

WLA UPU-1 AND 2, LLC,
a Utah limited liability company,
by its Managing Member:

WLA UPU MANAGER LLC,
a Utah limited liability company

By _____

Its _____

Date _____

TENANT:

COTTONWOOD HEIGHTS,
a Utah municipality

ATTEST:

By: _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

Date _____

EXHIBIT A

to

FIFTH AMENDMENT TO OFFICE LEASE

DOOR MODIFICATIONS

1. Add electronic monitoring device and lock to provide egress through door via a key fob/card.
2. The electronic monitoring device will be tied to the building security system. Each time the door is opened, the time/date and owner of the key fob/card will be stored for auditing purposes.