

BILL NO. 495

ORDINANCE NO. 476

INTRODUCED BY: Trustees Slama, Fortune, Graves, Whitmore and Eisenhauer

AN ORDINANCE APPROVING A THIRD AMENDMENT TO LEASE FOR VILLAGE HALL AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE SAME

WHEREAS, the Village of Twin Oaks has entered into a certain Lease dated January 8, 2010, a Commencement Letter dated February 24, 2010, a First Amendment to Lease dated December 14, 2011, and Second Amendment to Lease dated February 10, 2014 ("Lease"), for those certain premises consisting of approximately 1,200 square feet, known as 1393 Big Bend Boulevard, Suite F, Twin Oaks, Missouri ("Premises") located in Twin Oaks Crossing; and

WHEREAS, the Village wishes to enter into a Third Amendment to the Lease to extend the lease term by two years;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Trustees hereby approves, and the Chairman of the Village of Twin Oaks, Missouri is hereby authorized and directed to execute, the Lease Agreement on behalf of the Village with USR-Desco Twin Oaks, LLC, a Delaware Limited Liability Company, for the lease of the Premises for use as Village Hall, the terms of which shall be in the form attached hereto as Exhibit 1 incorporated herein, including execution of any exhibits to such Third Amendment to Lease.

Section 2. This ordinance having been read by title or in full two times prior to passage, shall be in full force and effect from and after its passage and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

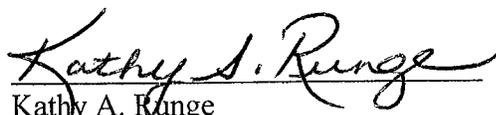
PASSED AND APPROVED THIS 3RD day of February, 2016.



Ray Slama, Chairman
Board of Trustees

ATTEST:

First Reading: _____



Kathy A. Runge
Administrator/Clerk

Second Reading: _____

Exhibit 1

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment"), made and entered on this _____ of _____, 2016, by and between USR-Desco Twin Oaks, LLC, a Delaware limited liability company ("Landlord") and The Village of Twin Oaks, an incorporated Missouri Municipality ("Tenant");

WITNESSETH THAT:

WHEREAS, Landlord (f/k/a MCW-RD Twin Oaks, LLC) and Tenant entered into a certain Lease dated January 8, 2010, a Commencement Letter dated February 24, 2010, a First Amendment to Lease dated December 14, 2011, and Second Amendment to Lease dated February 10, 2014 ("Lease"), for those certain premises consisting of approximately 1,200 square feet, known as 1393 Big Bend Boulevard, Suite F, Twin Oaks, Missouri ("Premises") located in Twin Oaks Crossing ("Center"); and

WHEREAS, the parties hereto mutually desire to amend the Lease;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) paid by each of the parties hereto to the other and in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate, covenant and agree as follows:

1. **Lease Term (Section 3.1):** The term of the Lease shall be extended for two (2) years, beginning March 1, 2016 and ending February 28, 2018.
2. **Minimum Rent (Section 4.2):** Beginning March 1, 2016 and continuing through February 28, 2018, Tenant shall pay Landlord an annual minimum base rental of Twenty Eight Thousand Two Hundred and 00/100 Dollars (\$28,200.00), payable in equal monthly installments of Two Thousand Three Hundred Fifty and 00/100 Dollars (\$2,350.00) without demand, setoff, recoupment or deduction.
3. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Lease.
4. All of the terms, covenants, conditions and provisions of the Lease, except as herein specifically amended and/or supplemented, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto.
5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

LANDLORD:

USR-Desco Twin Oaks, LLC,
a Delaware limited liability company

By: USR-Desco Member, LLC,
a Delaware limited liability company,
its sole Member

By: USR-Desco, LLC,
a Delaware limited liability company,
its sole Member

By: Desco 2, L.L.C.,
a Missouri limited liability company,
its Managing Member

By: The DESCO Group, Inc.,
a Missouri corporation,
its sole Manager

By: _____
Mark J. Schnuck, President

TENANT:

Village of Twin Oaks,
an incorporated Missouri Municipality

By: _____
Name: _____
Title: _____