

## **FIRST AMENDMENT TO MUNICIPAL LEASE AGREEMENT**

This First Amendment to the Municipal Lease agreement is entered into this \_\_ day of July 2024 (“First Amendment”), by and between the City of Marshall (“City”) and Marshall Independent School District 413 (“Lessee”), collectively “Parties”.

WHEREAS, the City and Lessee entered into a Municipal Lease Agreement, dated August 1, 2023, (“Municipal Lease”), regarding office space in City Hall; and

WHEREAS, the Parties are seeking to extend the Municipal Lease, which currently expires on July 31, 2024; and

WHEREAS, the Parties wish to extend the lease for one month, until August 31, 2024, with the option of future monthly extensions; and

WHEREAS, the City wishes to delegate authority to temporarily extend the lease term to its City Administrator, Sharon Hanson; and

WHEREAS, the Parties agree to the aforementioned amendments to the Municipal Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree to amend the Municipal Lease as follows:

1. Lease Term. Paragraph 1 of section II of the Municipal Lease shall be amended so that the new termination date of the lease shall be August 31, 2024, unless the option to extend has been exercised by the Lessee and approved by the Administrator, pursuant to Paragraph 2 of Section II as amended herein.
2. Lease Term. Paragraph 2 of section II of the Municipal Lease shall be amended to delete Paragraph 2 of section II of the Municipal Lease in its entirety and replace Paragraph 2 of section II to read “The City delegates the authority to extend the lease term to its City Administrator, Sharon Hansen (“Administrator”). Upon written request for an extension by the Lessee before the expiration of the term as set forth in Paragraph 1 of section II or, if term had been extended under Paragraph 2 of section II, then before the expiration of the term as extended, the Administrator may extend the term of the lease in one-month increments up until January 31, 2025, at which time her delegated authority to extend the lease will expire. During each renewal time, all the terms, conditions and covenants set forth or otherwise incorporated by reference in this Lease Agreement shall continue and remain in force.”.
3. Miscellaneous. In the event of conflict, the provisions of this Amendment shall control over the Municipal Lease. Except as otherwise specifically provided herein, the Municipal Lease, as amended, remains unchanged and in full force and effect. This First Amendment may be signed in counterparts, which, when combined, shall constitute one instrument and the complete and full agreement of the parties

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Lessor:**

**Lessee:**

By: \_\_\_\_\_  
Mayor, Robert J. Byrnes

By: \_\_\_\_\_

By: \_\_\_\_\_  
Steven Anderson, City Clerk

By: \_\_\_\_\_