



Lease Amendment

Facility Name/Location

EMPLOYEE PARKING (395962-005)
TONHAWA AT JAMES GARNER AVE, NORMAN, OK 73070-9998

Amendment No: 001

Lease: G00000444854

City Contract # K-2021-85

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 02/26/2021, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

See Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.



Addendum

Facility Name/Location

EMPLOYEE PARKING (395962-005)
TONHAWA AT JAMES GARNER AVE, NORMAN, OK 73070-9998

County: Cleveland
Lease: G00000444854
City Contract # K-2021-85

This is a first Amendment to a GROUND LEASE ("AGREEMENT") between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and the United States Postal Service, (hereinafter referred to as Postal Service) is hereby amended as set forth below.

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY contracted with Postal Service for Postal Service lease of certain grounds, principally for the purposes of parking the vehicles of workers and patrons of the USPS facility located at 129 W Gray Street, Norman, OK in the AGREEMENT.

The AGREEMENT referenced the anticipated redesign and renovation of the Leased Premises as part of a Municipal Complete Remodel by the CITY, and provided a process whereby resulting effects on the AGREEMENT could be negotiated and resolved amicably by agreed modification of the Parties.

WHEREAS, The CITY having validly invoked the procedures set forth in Paragraph 5 of the AGREEMENT regarding the same, the Parties have hereby come to a mutual agreement to modify the terms as further set forth herein:

Ground Lease Paragraph 5 "Termination" shall be amended to add the following subpart (c):

(c) Having exercised the option set forth in 5(b) above, the Postal Service and CITY have agreed that accommodating the Municipal Complex Remodel will not immediately result in the loss of parking spaces to Postal Service, but will require replacement parking in new locations at the same initial rental rate. However, the Parties also anticipate that the Municipal Complex Remodel may ultimately result in a reduction of the replacement parking by as many as fourteen (14) spaces.

The Parties further agree as follows:

(i) The CITY shall give Postal Service no less than forty-five (45) days' notice of the commencement of construction/resurfacing along James Garner Avenue affecting the replacement parking provided herein and shall, to the best of its ability, provide replacement parking to Postal Service (temporarily reducing rent by proration as necessary) during the construction/resurfacing of James Garner Avenue; and

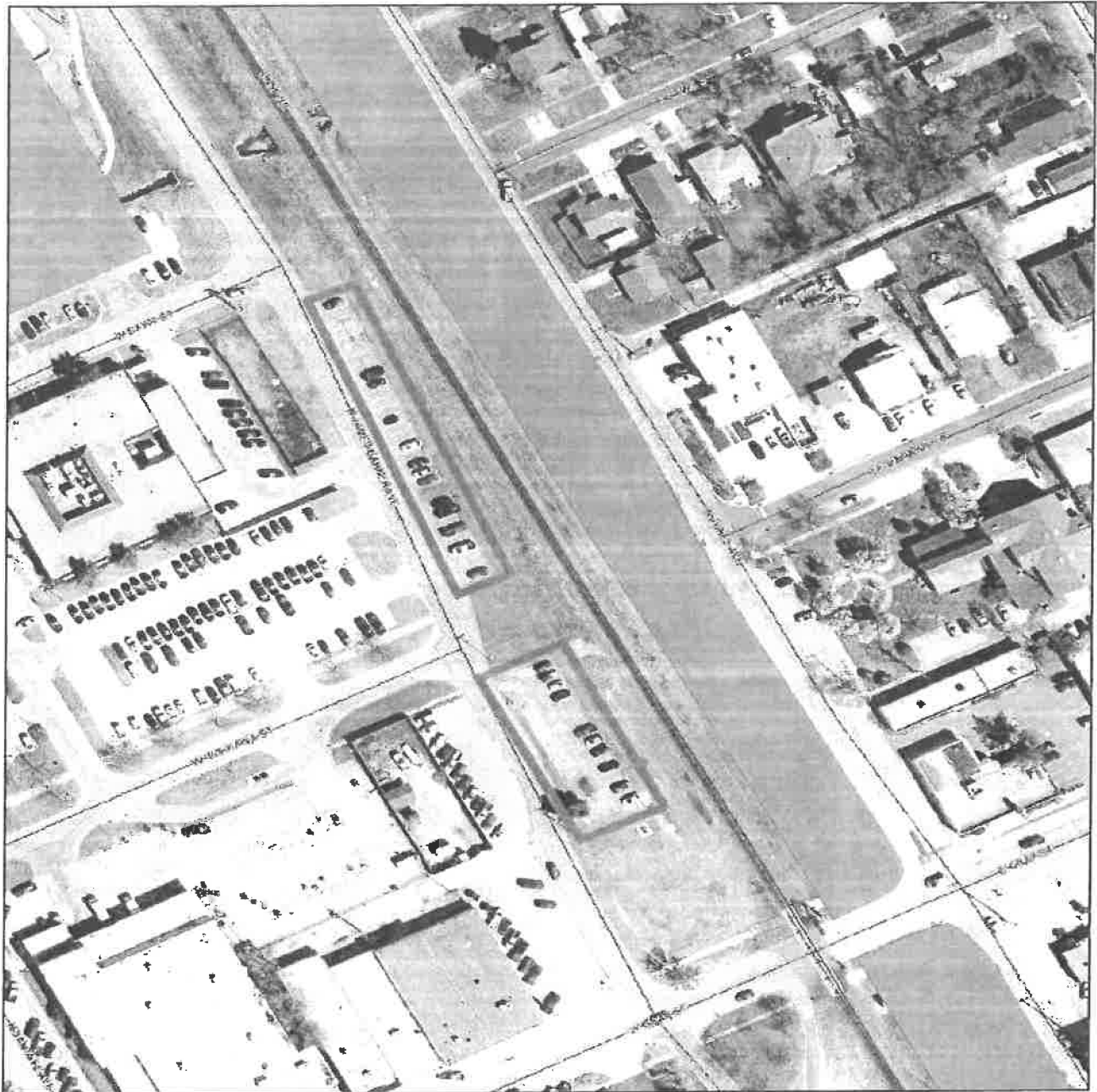
(ii) As soon as is practicable during or following construction/resurfacing, shall notify Postal Service of the total parking space reduction and of the date by which Postal Service may resume using these spaces, which date shall trigger the application of reduced pro rata rental amounts; and

(iii) Within fourteen (14) days' time of USPS receipt of the notification set forth in Paragraph 5(c)(ii), the parties shall jointly execute a letter modifying the site area set forth in Paragraph 1 and the rent amounts set forth in Paragraphs 2 and 4 to accurately reflect a prorated reduction of spaces and reduced rental amounts. Said letter may also enclose and updated Exhibit A. Said letter shall not require further approvals and may be signed by the City Manager of the City of Norman and an authorized Postal Service officer. Upon proper execution said letter shall be incorporated expressly into the AGREEMENT, effecting and replacing only those terms directly addressed in the letter, and shall be treated as a valid modification to the Agreement and this Amendment thereto.

Ground Lease Paragraph 7 "Legal Description" shall be updated/replaced so as to reference the following new Exhibit A, demonstrating the location of the current replacement parking spaces, attached hereto and fully incorporated into the AGREEMENT as follows: See Attached "Exhibit A – K-2021-85 Amd. 1".

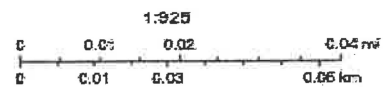
All other terms and conditions set forth in Contract No. K-2021-85 shall remain the same and unaltered by this Amendment No. 1 for the duration of the AGREEMENT, except as later modified according to the procedure set forth herein.

Exhibit A - K-2021-85 Amd. 1



11/2/2022, 9:57:50 AM

- | | |
|--------------------|-----------------------------|
| — Override 1 | Centerline Labels (10,000+) |
| — OU | Aerial:Photo2021 |
| — Park | ■ Red: Band_1 |
| — Lake Thunderbird | ■ Green: Band_2 |
| — Railroad | ■ Blue: Band_3 |
| — Streets | |



City of Norman, GIS Services Division

Lease Amendment

City Contract # K-2021-85

EXECUTED BY LANDLORD this _____ day of _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: City of Norman

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Landlord's Address: CITY OF NORMAN
ATTN CITY CLERK
PO BOX 370

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Elizabeth M. Gudek DATE 11/18/22

NORMAN, OK Zip+473070-0370

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX5350

Witness

Witness

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer