

**AGENDA**

**WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
SPECIAL MEETING**

**MONDAY, APRIL 27, 2015**

**AT 7:00 P.M.**

**1. Roll Call**

**2. Minutes of Previous Meeting** (February 23, 2015)

**3. Public Hearings and New Business**

A. Resolution No. 163 re: U.S. Bank National Association Lease of Property at 5971 West 88<sup>th</sup> Avenue

**4. Adjournment**

CITY OF WESTMINSTER, COLORADO  
MINUTES OF THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY  
MONDAY, FEBRUARY 23, 2015, AT 7:50 P.M.

ROLL CALL

Present at roll call were Chairperson Herb Atchison, Vice Chairperson Bob Briggs, and Board Members Bruce Baker, Maria De Cambra, Alberto Garcia, Emma Pinter, and Anita Seitz. Also present were Donald M. Tripp, Executive Director, David R. Frankel, Attorney, and Linda Yeager, Secretary.

APPROVAL OF MINUTES

Vice Chairperson Briggs moved, seconded by Board Member Baker, to approve the minutes of the meeting of December 22, 2014, as written. The motion carried unanimously.

PUBLIC HEARING TO AUTHORIZE SUPPLEMENTAL APPROPRIATION TO 2014 BUDGET

At 7:52 p.m., the Chair opened a public hearing to consider an amendment to the 2014 Budget. There was no formal presentation. Staff was present to answer questions of Council, of which there were none.

The Chair opened the hearing for public comment. There was no comment. Chairperson Atchison closed the public hearing at 7:52 p.m.

RESOLUTION NO. 162 AUTHORIZING SUPPLEMENTAL APPROPRIATION - 2014 BUDGET

Board Member Garcia moved to adopt Resolution No. 162 authorizing a supplemental appropriation to the 2014 Westminster Economic Development Authority budget. The motion was seconded by Board Member Seitz and, on roll call vote, passed unanimously.

WESTMINSTER CENTER URBAN REINVESTMENT PROJECT SPECIAL LEGAL COUNSEL

Board Member Pinter moved, seconded by Board Member Seitz, to authorize the Executive Director to enter into an agreement in a form acceptable to the City Attorney's Office with Murray Dahl Kuechenmeister & Renaud, LLP for legal representation related to the Westminster Center Urban Reinvestment Project and general urban renewal and eminent domain matters in an amount not to exceed \$150,000. The motion carried unanimously.

ADJOURNMENT

With no further business for the Authority's consideration, Chairperson Atchison adjourned the meeting at 7:55 p.m.

ATTEST:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

## WEDA Agenda Item 3 A

### Agenda Memorandum

Westminster Economic Development Authority Meeting  
April 27, 2015



**SUBJECT:** Resolution No. 163 re: U.S. Bank National Association Lease of Property at 5971 West 88<sup>th</sup> Avenue

**Prepared By:** Ryan Johnson, Economic Development Specialist

### Recommended Board Action

Adopt resolution No. 163 authorizing the Executive Director to execute a Lease Agreement, in substantially the same form as attached, with U.S. Bank National Association for the property located at 5971 West 88<sup>th</sup> Avenue within the Westminster Center Urban Reinvestment Project site.

### Summary Statement

- The Westminster Economic Development Authority (WEDA) has previously approved an urban renewal project for the former site of the Westminster Mall known as the Westminster Center Urban Reinvestment Project (WURP).
- The Westminster Economic Development Authority acquired the U.S. Bank property in 2011 when it acquired the Westminster Mall Company's ownership interest.
- U.S. Bank National Association and predecessors have leased the building located at 5971 West 88<sup>th</sup> Avenue since January 31, 1985.
- U.S. Bank National Association has continued to operate on a month to month lease since the property was acquired by WEDA in May 2011.
- City Staff has worked together with OliverMcMillan LLC and U.S. Bank National Association to create a mutually agreeable lease consisting of two consecutive "Lease Years" for a total "Term" of two years beginning on June 1, 2015, with an expiration of May 31, 2017.

**Expenditure Required:** \$0

**Source of Funds:** N/A

**Policy Issue**

Should the Board authorize the Executive Director to execute a lease agreement with U.S. Bank National Association for a term beginning June 1, 2015, and terminating on May 31, 2017?

**Alternatives**

- The Board could opt not to execute this lease agreement with U.S. Bank. This alternative is not preferred as U.S. Bank is not currently under any lease agreement and is paying rent month to month. U.S. Bank desires to have a lease in place in order to provide comfort and clarity as to when and how long notice to vacate, among other provisions, shall be addressed.
- The Board could direct Staff to negotiate different lease terms including, but not limited to, the lease term, lease year, monthly base rent or any other provision contained in the lease agreement. Staff does not recommend this alternative as U.S. Bank has been a good tenant and is desirous to have a lease memorialized to provide additional security for their business operations. Staff has worked cooperatively with U.S. Bank as well as OliverMcMillan to achieve mutually agreeable lease terms.

**Background Information**

U.S. Bank operates a bank facility located on a roughly 1.8 acre parcel at 5971 W. 88<sup>th</sup> Ave. The bank was originally built and leased by Central Bancorporation Inc. in 1985 and subsequently taken over by U.S. Bank. This location includes a standalone bank facility with drive-thru canopy and associated parking.

In preparation for redevelopment of the former Westminster Mall site, the WEDA previously approved an urban renewal project for this site known as the Westminster Center Urban Reinvestment Project. Consequently, WEDA purchased the Westminster Mall Company's real estate interest.

Since WEDA's acquisition of the property, U.S. Bank has continued to operate on a month to month lease. This condition is not optimal for U.S. Bank with regard to Federal Deposit Insurance Corporation's (FDIC) requirements to provide adequate notice to banking customers in the event U.S. Bank is given notice to vacate said premises.

City Staff have been working with OliverMcMillan as well as U.S. Bank representatives to develop a mutually agreeable lease for consideration. The proposed lease agreement will take effect June 1, 2015, and have a "Term" of two years with the lease expiring on May 31, 2017. The proposed lease term contains two "Lease Years" with the first "Lease Year" commencing June 1, 2015, and terminating May 31, 2016; and, the second "Lease Year" beginning on June 1, 2016, and terminating on May 31, 2017. The base rent proposed in this lease is \$10,000 per month that represents the amount U.S. Bank is currently paying (rounded up to the nearest thousand). During the first "Lease Year," the termination rights require a 180-day notice. During the second "Lease Year," the termination rights will require a 90-day notice. The proposed lease does not contain any options to extend.

It is expected that over the next 24 months City Staff and the developer will work with U.S. Bank to relocate them. The long term plan for the bank site is for a higher density urban use instead of a suburban bank. In the interim, the lease extension gives time for a new facility to be planned and constructed.

**SUBJECT:** Lease Agreement for U.S. Bank

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The approval of this lease agreement serves the furtherance of making Westminster a *dynamic, diverse economy* by allowing to the Board and the City to retain an existing business and also continue the efforts and strategies to redevelop the site of the former Westminster Mall.

Respectfully submitted,

Donald M. Tripp  
Executive Director

Attachments: Resolution  
Lease Agreement  
Exhibit A – U.S. Bank Building and Premises Map  
Exhibit B – U.S. Bank Easement Area Map

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. **163**

INTRODUCED BY COMMISSIONERS

SERIES OF 2015

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LEASE AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR THE PROPERTY LOCATED AT 5971 WEST 88<sup>TH</sup> AVENUE**

WHEREAS, the Authority is a body corporate and has been duly created, organized, established and authorized to transact business and exercise its powers as an urban renewal authority within the City, all under and pursuant to Part I of Article 25 of Title 31, C.R.S.

WHEREAS, The Westminster Economic Development Authority (WEDA) acquired the U.S. Bank property in 2011 when it acquired the Westminster Mall Company’s ownership interest; and

WHEREAS, U.S. Bank and its predecessors have occupied this space since January 31, 1985; and

WHEREAS, U.S. Bank desires to continue operations at this location while exploring options for new space in Westminster; and

WHEREAS, the City of Westminster desires to continue to work with U.S. Bank to remain on site as redevelopment occurs.

NOW, THEREFORE, the Board of Commissioners of the Westminster Economic Development Authority resolves that:

- 1. The Executive Director is hereby authorized to enter into a lease agreement with U.S. Bank National Association.

PASSED AND ADOPTED this 27<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Chairperson

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney for Authority

## LEASE

This Lease is entered into as of June 1, 2015 (the “Effective Date”), between **WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY**, a Colorado urban renewal authority (“Landlord”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (“Tenant”).

### RECITALS

A. Landlord is the owner of certain real property located at 5971 West 88<sup>th</sup> Avenue, in the City of Westminster, Jefferson County, Colorado, as described in greater detail in this Lease. Landlord acquired such property on May 10, 2011 under its powers of eminent domain or under threat thereof. Landlord also acquired other properties in the former Westminster Mall.

B. Tenant has leased the Premises (as defined below) since January 31, 1985 and has operated its business on the Premises since it constructed a branch on the Premises shortly after the effective date of its original lease agreement.

C. In light of the circumstances of Landlord’s acquisition of the property and Landlord’s forthcoming redevelopment plans, Landlord and Tenant wish to enter into this Lease to memorialize the parties’ respective rights, obligations and expectations with respect to the use of the Premises.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

#### 1. **Definitions.**

The following terms as used in this Lease shall have the meanings set forth below:

“Building” means the approximately 5,450-square foot building and drive-through canopy located at 5971 West 88<sup>th</sup> Avenue, Westminster, Colorado as shown in greater detail on the aerial photo attached as **Exhibit A**.

“Casualty” means a disastrous occurrence due to sudden or unexpected cause, including but not limited to an earthquake, fire, explosion, tornado, or other similar causes of damage to or destruction of the Premises.

“Easement Area” means the drive aisle immediately north of the Premises in the former Westminster Mall that connects N. Harlan Street with West 88<sup>th</sup> Avenue, and parking and drive aisles necessary for the operation of Tenant’s business at the Premises, as shown on **Exhibit B**.

“Effective Date” is defined in the introductory clause of this Lease.

“Event of Default” is defined in Section 18 of this Lease.

“Laws” means all laws, ordinances, codes, rules, orders, regulations, directives and other requirements of governmental authorities in effect at any time during the Term.

“Lease” means this Lease, all Exhibits attached to this Lease, and all properly executed amendments, modifications and supplements to this Lease.

“Lease Year” means a period of twelve (12) consecutive calendar months beginning on the Effective Date.

“Monthly Base Rent” means the monthly base rent for the Premises determined in accordance with Section 3 of this Lease.

“Premises” means the approximately 1.8-acre parcel, including the Building, depicted on **Exhibit A**.

“Section” means a numbered paragraph of this Lease.

“Term” means the period beginning on the Effective Date and ending on May 31, 2017 unless this Lease is terminated earlier in accordance with this Lease.

2. **Demise; Term.**

A. *Lease of Premises.* Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, under the terms and conditions of this Lease. Landlord represents and warrants that Landlord owns the Premises and acknowledges that this representation is a material inducement for Tenant to enter into this Lease.

B. *Grant of Easement.* Landlord hereby grants to Tenant a non-exclusive easement over the Easement Area, to the extent that the same is controlled by Landlord. This easement will terminate upon expiration of the Term or earlier termination of this Lease.

C. *Termination Rights.* Landlord and Tenant shall each have the right to terminate this Lease upon six (6) months prior written notice during the 1<sup>st</sup> lease year. During the 2<sup>nd</sup> Lease Year the termination notice period will be three (3) months.

3. **Monthly Base Rent and Operating Costs.**

A. *Monthly Base Rent.* Commencing on the 1<sup>st</sup> day of the month following the Effective Date, Tenant shall pay Monthly Base Rent to Landlord at the address set forth in the notice provision of this Lease. Monthly Base Rent during the Term shall be Ten Thousand Dollars \$10,000.00. Landlord acknowledges that Tenant has pre-paid Monthly Base Rent owed for the period starting on the Effective Date and ending on the last day of such month.

B. *Payment of Utility Charges and Real Estate Taxes.* Tenant shall pay directly to the utility provider all charges related to any utilities supplied to the Premises, including water, gas, heat, power and sewer, telephone service. Tenant shall also pay all real estate taxes, levies, charges, and installments of assessments against all or any part of the Land on or before the same become delinquent. It is the intention of the parties that Tenant is only responsible for such real estate taxes to the extent that they accrue during the Term. The parties shall cooperate in good faith to arrange for an equitable method of payment if either party terminates this Lease pursuant to Section 2.B.



4. **Use.**

- 1. *Generally.* Tenant may use the Premises for (i) banking, insurance, securities brokerage, financial advice or consulting purposes; and (ii) related office, services and operations.
- B. *Signage.* Notwithstanding anything in this Lease apparently to the contrary, Tenant shall have the right at Tenant's sole expense and in compliance with all Laws, to operate, repair, maintain and replace the Signage currently situated at the Premises.
- C. *Quiet Enjoyment.* So long as Tenant is not in material default under this Lease beyond applicable cure periods, Landlord agrees that Tenant may peaceably and quietly possess and enjoy the Premises under this Lease. This covenant shall be binding upon all successors to Landlord's interest in this Lease, including those to whom Tenant subordinates its leasehold interest and to whom Tenant agrees to attorn pursuant to Section 10.

5. **Maintenance.** Tenant shall maintain the Premises, including the Building, in a manner consistent with comparable banking facilities in the Denver metropolitan area, including those of the Tenant.

6. **Compliance with Laws.** Tenant shall at its expense comply with all Laws pertaining to Tenant's rights and obligations established by this Lease.

7. **Alterations.** Tenant may make improvements to the Premises as Tenant deems reasonable in its business judgment, provided that Tenant complies with all Laws in doing so. Tenant acknowledges that all such improvements that are not Tenant's furniture, equipment or personal property shall become the property of Landlord upon expiration of the Term. Tenant shall immediately pay and discharge any mechanic's, materialmen's or other lien against the Premises without notice from Landlord.

8. **Intentionally deleted.**

9. **Intentionally deleted.**

10. **Mortgages and Transfers.**

A. *Lenders.* Upon execution of a subordination, nondisturbance and attornment agreement reasonably satisfactory to Tenant, all rights of Tenant of the Tenant hereunder, are and shall be subject and subordinate to any mortgage, trust deed, ground lease or other financing and security instrument.

B. *Transfer of Landlord's Interest.* If Landlord transfers its interest in this Lease, whether through possession, foreclosure or delivery of a new lease or deed, then at the request of the party succeeding to Landlord's rights (herein called "Successor Landlord"), Tenant shall attorn to and recognize such Successor Landlord as the landlord under this Lease. Upon request of either party, Successor Landlord and Tenant shall promptly execute and deliver a commercially reasonable instrument evidencing such attornment, provided that in such instrument Successor Landlord assumes all rights and obligations of Landlord under the Lease and recognizes that Tenant's rights hereunder shall continue in full force and effect as

a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease.

11. **Estoppel Certificates.** Landlord or Tenant shall upon at least thirty (30) days' prior written request from the other party execute, acknowledge and deliver to the requesting party a statement in writing (a) certifying that this Lease is unmodified (or, if modified, the extent of such modification) and in full force and effect, and the date up to which Monthly Base Rent has been paid, and (b) acknowledging whether there are, to the requested party's knowledge, any uncured defaults on the part of the requesting party, and identifying the same if any are claimed. Any such statement may be relied upon for estoppel purposes by any prospective purchaser, subtenant, assignee, or encumbrancer of the Land or the Premises.
12. **Indemnification.** Tenant hereby indemnifies and holds Landlord harmless, and shall defend Landlord, from and against any and all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, reasonable costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by Landlord and caused by or at the direction of Tenant in connection with: (a) Tenant's (or Tenant's invitees') use or occupancy of, or any activity, work or other thing done, permitted or suffered by Tenant (or Tenant's invitees) on or about, the Premises, (b) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease, or (c) any act of Tenant.
13. **Insurance.** Tenant shall obtain and keep in full force and effect commercial general liability insurance covering injury, death, disability or illness of any person, or damage to property, arising out of its use and occupancy of the Premises, with a liability limit in an amount acceptable to Tenant in its reasonable business judgment, but not less than Two Million Dollars (\$2,000,000.00) combined single limit. Such insurance shall name Landlord as an additional insured. Tenant shall notify Landlord in writing promptly upon cancellation of, material change in, or failure to renew the insurance, or where Tenant has advance knowledge of same, then ten (10) days prior to same occurring. Tenant shall provide to Landlord a certificate or certificates evidencing that the insurance required under this Section 13 is in full force and effect.
14. **Waiver of Insurable Claims.** Notwithstanding anything to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any property loss or property damage covered by the insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
15. **Assignment and Subletting.** Tenant may not assign this Lease or sublet all or any part of the Premises to any party without the written consent of Landlord. , No assignment or sublease shall relieve Tenant of liability under this Lease.
16. **Damage or Destruction.** If a Casualty occurs at the Premises that materially affects Tenant's ability to conduct its business, then Tenant may terminate this Lease effective as of the date of such Casualty.
17. **Intentionally deleted.**

18. **Defaults.**

- A. *Tenant Default.* An “Event of Default” shall exist if Tenant fails to perform any of the covenants, terms, conditions or provisions of this Lease on before the thirtieth (30<sup>th</sup>) day after receiving written notice specifying such failure, or, with respect to those failures which cannot with due diligence be cured within thirty (30) days, then if Tenant fails to proceed within such thirty (30) days to commence to cure the same and thereafter continue to prosecute the curing of such default with reasonable diligence (it being intended that in connection with a default not susceptible of being cured with reasonable diligence within thirty (30) days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with reasonable diligence).
- B. *Remedies.* In addition to Landlord’s rights of termination in Section 2.C above, if an Event of Default has occurred, then Landlord may, in addition to all its other rights and remedies provided by law or equity, with ninety (90) days’ prior written notice, terminate this Lease. Landlord acknowledges that Tenant is a federally regulated financial institution and is required to provide the federal regulating body such notice of the closure of a retail branch.

19. **Return of Possession to Landlord.**

- A. *Surrender.* Tenant may remove all its business and trade fixtures, machinery and equipment, communications equipment and office equipment that are installed in the Premises. On expiration of the Term or sooner termination of this Lease, Tenant shall return possession of the Premises to Landlord in an “as-is, where-is” condition. Any property left in the Premises after expiration or termination of this Lease in accordance with applicable Laws shall be deemed abandoned by Tenant.
- B. *Holdover.* If Tenant occupies the Premises after expiration of the Term or earlier termination of this Lease without executing a new lease with Landlord, such holdover tenancy shall be on a month-to-month basis and otherwise upon the same terms and conditions set forth in this Lease.

20. **Notices.** Any notice, demand or request (“notice”) required or permitted to be given under this Lease must be in writing (unless expressly noted otherwise) and shall be deemed to have been properly given or served either on the date of hand delivery or one (1) business day following the date such notice is deposited with the United States Mail or any national overnight carrier, addressed to Landlord or Tenant, as the case may be, prepaid and registered or certified mail or delivery charges prepaid, return receipt requested, at the following addresses:

To Landlord: Westminster Economic Development Authority  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Attn: Executive Director

With copy to: City of Westminster  
4800 West 92<sup>nd</sup> Avenue  
Westminster, CO 80031  
Attn: City Attorney  
For all matters regarding payment of money, contact  
Karen Creager in the Finance Department.

To Tenant: U.S. Bank National Association  
Corporate Real Estate  
4480 Emerald Avenue  
CN-OH-PROP  
Cincinnati, Ohio 45242  
Attn: Marsha Ward Lane

with a copy to: U.S. Bank National Association  
800 Nicollet Mall  
BC-MN-H21R  
Minneapolis, Minnesota 55402  
Attn: Corporate Real Estate – Corporate Counsel

And, for all matters regarding the payment of money, to

U.S. Bank National Association  
Corporate Real Estate  
Attn: Accounting  
2800 E. Lake Street  
Minneapolis, MN 55406

Rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. Either party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America.

21. **Miscellaneous.**

- A. *Miscellaneous.* This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. Time is of the essence with respect to the payment and performance of the obligations set forth in this Lease. No third party beneficiary rights are created by this Lease.
- B. *Headings.* The Section headings contained in this Lease are for purposes of reference only and shall not limit or define the meaning of any of the terms of provisions hereof.
- C. *Entire Agreement.* This Lease contains the entire agreement between the parties and may be amended only by an instrument in writing signed by both parties. All approvals required hereunder shall also be in writing.
- D. *Governing Law.* This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.
- E. *Party's Cost.* Whenever in this Lease anything is to be done or performed by Tenant or Landlord, unless otherwise expressly provided to the contrary, it shall be done or performed at the sole cost and expense of Tenant or Landlord as the case may be.
- F. *Force Majeure.* Any prevention, delay or stoppage due to strikes, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, governmental

controls, enemy or hostile government action, civil commotion, fire or other Casualty, and other causes beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations of either Landlord or Tenant with regard to the payment of monies.

- G. *Brokers.* Tenant and Landlord represent and warrant to each other that neither has had any dealings or discussions with any broker or agent (licensed or otherwise) in connection with this Lease. Tenant and Landlord each covenants to pay, hold harmless and indemnify the other from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any claim by any brokers or agents for brokerage commissions inconsistent with the above representations.
- H. *Approvals.* Except as otherwise expressly provided herein, any consent or approval required in this Lease may not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific time period, consent or approval shall be given or withheld within thirty (30) days of the request for such consent or approval. If a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval.
- I. *Counterparts.* This Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.
- J. *Costs and Attorney's Fees.* In the event that any action is brought by either Landlord or Tenant to enforce the terms and provisions of this Lease, then the prevailing party in such action shall be entitled to recover reasonable costs and expenses (including court costs and reasonable attorney's fees).
- K. *Neutral Interpretation.* Landlord and Tenant have each had the opportunity to consult with their respective, independent legal counsel before signing this Lease. Both parties participated in drafting this Lease and have freely negotiated the same. If any provision of this Lease requires judicial interpretation, then Landlord and Tenant agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document should be more strictly construed against the party who itself or through its agents prepared the same.

*[Remainder of page intentionally left blank. Signature pages and exhibits follow.]*

SIGNATURE PAGE TO LEASE BETWEEN WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY AND  
U.S. BANK NATIONAL ASSOCIATION FOR PREMISES IN WESTMINSTER, COLORADO

Landlord and Tenant have executed this Lease as of the Effective Date.

Landlord:

**WESTMINSTER ECONOMIC DEVELOPMENT  
AUTHORITY**

By \_\_\_\_\_  
Its \_\_\_\_\_

Tenant:

**U. S. BANK NATIONAL ASSOCIATION,**  
a national banking association

By \_\_\_\_\_  
Its \_\_\_\_\_

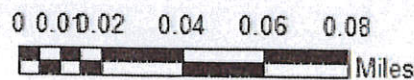
By \_\_\_\_\_  
Its \_\_\_\_\_

Exhibit A  
U.S. Bank Building & Premises Map



Date: 2/24/2015

City of Westminster



2015-02-24 10:00:00 AM Westminster\_Site\_C\_02.mxd

**Exhibit B**  
**U.S. Bank Easement Area**

