

LEASE AMENDMENT NO. 3

CITY OF VALDEZ, ALASKA

And

VALDEZ SENIOR CENTER, INC.

THIS LEASE AMENDMENT No. 3 is made this 19th day of December, 2017 between the CITY OF VALDEZ, P.O. Box 307, Valdez, Alaska 99686, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as "LESSOR", and VALDEZ SENIOR CENTER, INC., P.O. Box 1635, Valdez, Alaska 99686, hereinafter referred to as "LESSEE".

WHEREAS, the LESSOR is the owner of the Valdez Senior Citizens Housing and Multi-Purpose Facility (Property) located on a portion of Medical Park Subdivision (formerly Tract A-1, ASLS 82-141); and

WHEREAS, the LESSOR entered into a Building Lease Agreement (as amended the "Lease") with LESSEE regarding the Facility on November 6, 2001, and LESSOR and LESSEE have amended the Lease in written First and Second Lease Amendments each dated April 20, 2012; and

WHEREAS, the Lease term ends on December 31, 2017; and

WHEREAS, the LESSOR and LESSEE desire to extend the Lease term for a period of five years beginning January 1, 2018 and terminating December 31, 2022; and

WHEREAS, Section 4 of the agreement outlines maintenance and repair responsibilities of both LESSOR and LESSEE; and

WHEREAS, both parties desire clarity in outlined responsibilities; and

WHEREAS, maintenance and repair responsibilities have been renegotiated; and

WHEREAS, the Building Lease Agreement must be amended to reflect the foregoing.

NOW, THEREFORE, the Lease is hereby amended as follows:

Section 1. Term: Section 2 of the Lease titled “Term” is amended to read as follows:

The term of this Building Lease Agreement shall be extended for a five year period, commencing on the 1st day of January, 2018 and terminating December 31, 2022, except as provided in Section 15.

Section 2. Section 4 of the Building Lease Agreement is amended to read as follows:

Section 4. Maintenance and Repair

(A) The LESSOR agrees to maintain the Property (which includes the primary structure and the carport) in a structurally sound condition, and to maintain in operating condition all major systems.

Provided that LESSEE shall have the foregoing maintenance obligations with respect to portions of the Property and operating systems which are destroyed or damaged due to the negligence or acts of the LESSEE. LESSEE shall use the Property in a reasonable manner so as not to unduly increase the LESSOR’s cost of repair and maintenance.

Included with the above described areas of responsibility of LESSOR are the following:

- Roof
- Foundation
- Electrical system
- Electrical switches/receptacles
- Plumbing system (to include repair of water lines)
- Floors, walls and ceilings (to include replacement of obsolete carpeting)
- Elevator (to include required inspections and routine servicing)
- Boilers/heating system (to include required inspections and routine servicing)
- Fire system/alarms (to include required inspections and routine servicing)
- Sprinkler system (to include required inspections and routine servicing)
- Drainage system
- Generator system (to include required inspections and routine servicing)
- Repair of drive and parking areas
- Snow Removal requiring equipment* (to include area by front windows, parking lot, drive, around the dumpster, kitchen area, and behind the building)
- Sanding parking lots
- All door locks and keys
- Exterior windows and doors
- Phone entry system
- Landscaping immediately adjacent to the Senior Center

* To include loaders, graders, dozers, bobcats, etc.

(B) The LESSEE agrees to keep and maintain the Property in good order and condition and to deliver the Property to Lessor in as good a state of repair and condition as when first occupied by the LESSEE, reasonable wear and tear and damage by the elements, fire or other casualty excepted. The LESSEE shall be responsible for all routine maintenance and repair of the Property that is not included in LESSOR's responsibilities above, including the areas of responsibility listed below.

LESSEE's areas of responsibility:

- Interior painting
- The out of wall accessible maintenance, repair, and replacement of all lighting fixtures.
- Plumbing fixtures and minor repairs of plumbing leaks
- The maintenance, repair, and replacement of all interior windows and doors, with the exception of door knobs/keys/locks.
- The maintenance, repair, and replacement of all appurtenances to the facility (including appliances).
- Commercial kitchen inspections and routine servicing
- Snow Removal requiring shoveling* (to include walkways, entryways, exit areas, and areas near the building and carport that equipment cannot reach)

* To include scoops, shovels, snow blowers, etc.

Section 3: All other terms and conditions of the Lease remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 19th day of December, 2019.

LESSOR:

CITY OF VALDEZ
An Alaskan Municipal Corporation

By: _____
Ruth E. Knight, Mayor

Attest: _____
Sheri Pierce, MMC, City Clerk

LESSEE:

VALDEZ SENIOR CENTER, INC.
An Alaskan Corporation

By: _____
Lon Needles, Vice President
(for Doug Davies, President)

By: _____
Deborah Plant, Executive Director

APPROVED AS TO FORM:

Brena, Bell & Clarkson, P.C.
Attorneys for City of Valdez

By: _____
Anthony S. Guerriero

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

I, _____, hereby certify that I know or have satisfactory evidence that **Lon Needles** is the person who appeared before me, and said person acknowledged that he signed this Amendment No. 2, on oath stated that he was authorized to execute the instrument and acknowledged it as the **President of Valdez Senior Center, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Alaska, residing at: _____
 My appointment expires: _____

I, _____, hereby certify that I know or have satisfactory evidence that **Deborah Plant** is the person who appeared before me, and said person acknowledged that he signed this Amendment No. 2, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director of Valdez Senior Center, Inc.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Alaska, residing at: _____
 My appointment expires: _____

For recording in the Valdez Recording
District, Third Judicial District,
State of Alaska

Upon recording return to:
City of Valdez - CEDD
P.O. Box 307
Valdez, Alaska 99686