

LEASE AMENDMENT NO. 1CITY OF VALDEZ, ALASKA

And

VALDEZ SENIOR CENTER, INC.

THIS LEASE AMENDMENT No. 1 is made this 20th day of April, 2012, 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 City of Valdez is the owner of the Valdez Senior Citizens Housing and Multi-Purpose Facility (Valdez Senior Center, Inc.) located on a portion of Medical Park Subdivision (formerly Tract A-1, ASLS 82-141); and

WHEREAS, the City of Valdez entered into the most recent Building Lease Agreement with Valdez Senior Citizens Center, Inc. on November 6, 2001; and

WHEREAS, the lease is valid until it is terminated by mutual consent of both parties, or by other options outlined in Section 15 of the Agreement; and

WHEREAS, Section 1 of the Agreement gives the legal description of the property upon which the facility is located as Tract A-1, ASLS 82-141; and

WHEREAS, in 2006 Tract A-1, ASLS 82-141 was dissolved into Medical Park Subdivision as part of the platting for the new hospital; and

WHEREAS, the legal description within the Agreement needs to be updated to reflect current and accurate information;

WHEREAS, Section 4 of the Agreement outlines Maintenance and Repair responsibilities of both the Valdez Senior Citizens Center, Inc. (Lessee) and the City of Valdez (Lessor); and

WHEREAS, the outlined responsibilities have not been clear to either party; and

WHEREAS, maintenance and repair responsibilities have been renegotiated; and

LEASE AMENDMENT NO. 1 - VALDEZ SENIOR CENTER, INC.

Page 1 of 5



WHEREAS, at the February 2012 meeting the Valdez Senior Citizens Center, Inc. board of directors approved the new allocation of maintenance and repair responsibilities; and

WHEREAS, the Building Lease Agreement must amended to reflect the new allocation of maintenance and repair responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA that:

Section 1: Section 1 of the Building Lease Agreement is amended to read as follows:

Section 1. Building Lease Agreement

Lessee shall lease from Lessor the Valdez Senior Center Housing and Multi-Purpose Facility located on a portion of Medical Park Subdivision (formerly Tract A-1, ASLS 82-1410.

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

Section 4. Maintenance and Repair

(A) The Lessor (City) agrees to make repairs to maintain the Property (which includes the primary structure and the carport) in a structurally sound condition, to replace and perform major repairs on all major systems which are not 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.

Lessor's areas of responsibility:

- Roof
- Foundation
- Electrical system inside the walls
- Plumbing system inside the walls
- Structural components of floors, walls, and ceilings
- 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)
- Generator system (to include required inspections and routine servicing)
- Snow Removal requiring equipment* (to include area by front windows, parking lot, around the carport, around the dumpster, kitchen area, and behind the building)



- Sanding parking lots
- All door locks and keys
- Exterior windows and doors
- Phone entry system

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

(B) The Lessee (Valdez Senior Citizens Center, Inc.) agrees to keep and maintain the Property (which includes the primary structure and the carport) 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 facility.

Lessee's areas of responsibility:

- The maintenance, repair, and replacement of all interior wall, ceiling, or floor coverings (to include paint, paneling, tile, vinyl, carpet, etc.)
- The out of wall accessible maintenance, repair, and replacement of all lighting fixtures, electrical devices/switches/receptacles, etc.
- The out of wall accessible maintenance, repair, and replacement of all plumbing fixtures, water supply lines, and drains
- The maintenance, repair, and replacement of all interior windows and doors
- The maintenance, repair, and replacement of all appurtenances to the facility (to include appliances, sinks, countertops, cabinets, toilets, bathtubs, furniture, computers, telephones, electronic networks, TV/sound systems, etc.)
- Commercial kitchen inspections and routine servicing
- Landscaping immediately adjacent to the Center, Carport, and VSC sign
- 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 Building Lease Agreement remain in full force and effect.

Section 4: This resolution takes effect immediately upon passage and approval.

Section 5. All other terms, covenants, and conditions of the original Lease and amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 24th day

LEASE AMENDMENT NO. 1 - VALDEZ SENIOR CENTER, INC.

Page 3 of 5



4 of 6

2012-000277-0



2 of 4

2012-000261-0

of April, 2012.

LESSOR:

CITY OF VALDEZ
An Alaskan Municipal Corporation

By: David C. Cobb
David C. Cobb, Mayor

Attest: Sheri R. Pierce
Sheri Pierce, MMC, City Clerk

LESSEE:

VALDEZ SENIOR CENTER, INC.
An Alaskan Corporation

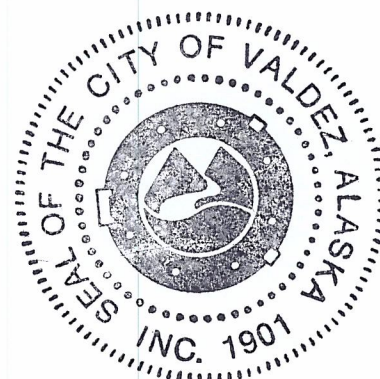
By: John Miscovich
John Miscovich, President

By: Wanda Clark
Wanda Clark, Executive Director

APPROVED AS TO FORM:

WALKER & LEVESQUE, LLC
Attorneys for City of Valdez

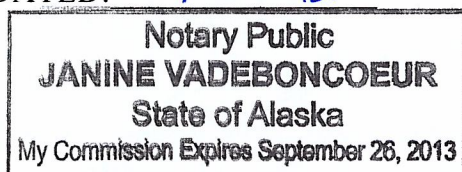
By: William M. Walker
William M. Walker



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

I, Janine Vadeboncoeur, hereby certify that I know or have satisfactory evidence that **John Miscovich** is the person who appeared before me, and said person acknowledged that he signed this Amendment No. 1, 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: 4-20-12



Janine Vadeboncoeur
Print Name: Janine Vadeboncoeur
NOTARY PUBLIC in and for the State of
Alaska, residing at: City Hall

My appointment expires: 09-23-13

LEASE AMENDMENT NO. 1 - VALDEZ SENIOR CENTER, INC.

Page 4 of 5



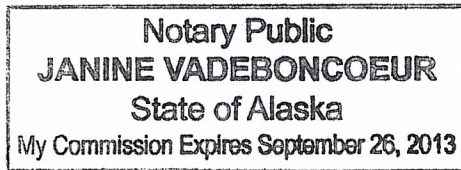
5 of 6
2012-000277-0



3 of 4
2012-000261-0

I, Janine Vadeboncoeur, hereby certify that I know or have satisfactory evidence that **WANDA CLARK** is the person who appeared before me, and said person acknowledged that he signed this Amendment No. 1, 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: 4-20-12



Janine Vadeboncoeur

Print Name: Janine Vadeboncoeur
NOTARY PUBLIC in and for the State of
Alaska, residing at: City Hall

My appointment expires: 09-26-13

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

