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DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION CA 65971364
LEASE AGREEMENT – ADDENDUM #8

AdministrativeServices
State Building Division

THIS LEASE – Addendum #8, hereinafter this "Addendum," by and between **City of Grand Island**, as "Lessor," and **Department of Administrative Services**, **State Building Division**, as "Lessee," acting on behalf of **Nebraska State Patrol**, as "Tenant Agency," for storage space located at:

Cornhusker Army Ammunition Plant Site, Building A-30 Grand Island, NE

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, dated May 22, 2001 and ending on April 30, 2002; renewed by Resolution 2002-67 (Addendum #1), dated March 12, 2002; renewed by Resolution 2003-155 (Addendum #2), dated June 10, 2003; renewed by Resolution 2004-74 (Addendum #3), dated April 13, 2004; renewed and modified by Resolution 2005-141 (Addendum #4), dated May 10, 2005, for electrical upgrade; renewed by Addendum #5, dated May 1, 2007; renewed by Addendum #6, dated May 1, 2009; renewed by Addendum #7, dated May 1, 2011;

WHEREAS, Lessee and Lessor agree to extend the Term of the Lease; and

WHEREAS, Lessee and Lessor agree to a rate increase.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section 2. TERM OF LEASE, the following language shall be inserted at the end of Section 2 as follows:

"The Term of the Building Lease shall be extended for a period of two (2) years commencing May 1, 2013 and ending on April 30, 2015,..."

2. As to Section 3. CONSIDERATION, the following language shall be inserted at the end of Section 3, as follows:

"The Lessee shall pay the City rental in advance of the renewal term in the amount of Seven Hundred Sixty Five Dollars (\$765.00)..."

- 3. <u>NO OTHER CHANGES</u>. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 - 4. EFFECTIVE DATE. This Addendum shall be effective as of the latter date of execution.

- 5. <u>ENTIRE AGREEMENT</u>. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.
- 6. <u>COUNTERPARTS</u>. This Addendum shall be executed in duplicate originals, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSOR:
ATTEST: CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, RaNae Edwards, City Clerk Avaricek, Mayor
ACKNOWLEDGMENT
STATE OF NEBRASKA, COUNTY OF HALL
The foregoing instrument was acknowledged before me this _/O _ day of
GENERAL NOTARY - State of Nebraska CARLA L. ENGLUND My Comm. Exp. May 23, 2016 Notary Public Signature Notary Public Signature
Affix seal here. Notary Public Signature
LESSEE:
Rodney Anderson, Administrator AS – State Building Division 3/27/13 Date
Stacy R. Nonhof 4/4/13 Asst. City Attorney