

LEASE AGREEMENT - ADDENDUM #10

This Lease Agreement - Addendum #10, 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, commencing 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; renewed by Addendum #8, dated May 1, 2013; renewed by Addendum 9, dated May 1, 2015; and modified by Addendum #9 commencing August 1, 2019 and ending July 31, 2021; and

WHEREAS, Lessor and Lessee desire to renew the terms of this Lease; and

WHEREAS, Lessor and Lessee agree to increase the Rent; and

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 Term of this Lease shall be renewed for a two (2) year renewal period commencing August 1, 2021 and ending on July 31, 2023.
2. As to Section 3. RENT as Provided in Original Lease, it shall be deleted in its entirety and the following shall be inserted in its place:

Term	SF	Annual Rent	Monthly Rent
August 1, 2021 - July 31, 2023	4,755	1,020	\$85.01

3. **NO OTHER CHANGES.** 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 August 1, 2021.

5. ENTIRE AGREEMENT. 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. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

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

LESSEE:



Michelle Potts, Director
Administrative Services, State Building Division

12/27/2021

Date

LESSOR:



Roger Steele, Mayor
City of Grand Island

12/14/2021

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF Hall

The foregoing instrument was acknowledged before me this 14th day of December 2021 by Roger Steele, Mayor, on behalf of the City of Grand Island.



Affix seal here.



Notary Public Signature



Intervenor City Attorney