

LEASE AGREEMENT

This Agreement made by the City of Grand Island, Nebraska (City), and Senior Citizens Industries, Inc. (SCI) does hereby set forth the terms and conditions of a lease between the parties as follows:

I.

- A. The City owns the real property commonly known as 304 East Third Street, Grand Island, Hall County, Nebraska including all buildings, improvements, and the parking area located there (real property).

Legal description: All of Lots, 1,2,3,6,7,& 8,
the east 30' of lots 4 & 5,
Block 52,Original Town.

- B. The City agrees to lease the real property to SCI on a year to year basis with the lease term running concurrently with the City's fiscal year (October 1 to September 30). This lease shall commence on October 1, 2014 and the annual rental payment shall be One Dollar (\$1.00). This lease shall remain in effect until altered as agreed to by the parties in writing or termination of the lease pursuant to the procedures stated in paragraph IV of this Agreement

II.

- A. The City agrees to maintain the following features of the real property:
1. Building Exterior including Roof;
 2. Parking Lot;
 3. HVAC System;
 4. Electrical System;
 5. Plumbing; including the annual testing of backflow prevention devices.
 6. Fire Sprinkler System; including annual testing.
- B. The City agrees the real property shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the American with Disabilities Act.

- C. The City agrees to expend up to One Hundred Thousand Dollars (\$100,000.00) per lease term to meet its obligations listed in this paragraph. SCI shall inform the City of any necessary repairs but the City shall have exclusive control over all aspects of building improvements and/or maintenance and the expenditure of funds to do so.

III.

SCI agrees it is responsible for the real property to include but not limited to the following items:

- A. Day to day maintenance of the real property including Cleaning and trash removal;
- B. Lawn maintenance and removal of snow and ice;
- C. Unclogging toilets and sinks;
- D. Replacing light bulbs;
- E. Replacing HVAC filters;
- F. Cleaning grease traps;
- G. Cleaning gutters;
- H. Paying the pro rata share of the City's General Liability Insurance Policy covering buildings as determined by the City;
- I. Utilities; monthly service fees;
- J. Kitchen Hood Systems; annual test; and
- K. Allowing City officials to inspect the real property at least twice during the lease period with reasonable advanced notice.

IV.

- A. Either party may terminate this lease for cause for material breach of this Agreement. This Agreement shall not be terminated until the breaching party is provided written notice by the other party specifying why a breach has occurred, an opportunity is provided to cure the breach in no less than thirty (30) days, and the breaching party has not cured the breach upon the expiration of the stated period in the written notice.
- B. Either party may terminate this lease without cause at the termination of the lease period by providing the other party written notice of its intent to do so no less than sixty (60) days prior to the expiration of the lease period.

V.

The parties agree that if any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

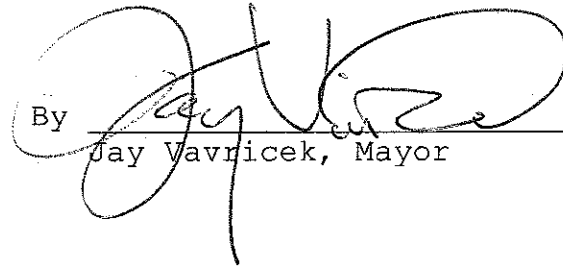
VI.

The parties agree this document constitutes the entirety of the terms and conditions of this Agreement. This Agreement shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Witness Our Hands:

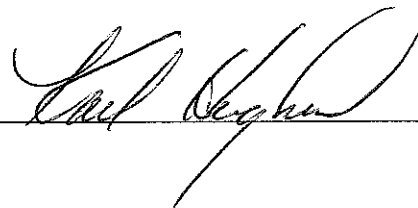
THE CITY OF GRAND ISLAND

November 21, 2014
Date

By 
Jay Vavricek, Mayor

SENIOR CITIZENS INDUSTRIES, INC.

19 Nov 2014
Date

By 
Carl DeGru