

ASSIGNMENT OF AND THIRD AMENDMENT TO LEASE AGREEMENT

This Assignment of and Third Amendment to Lease Agreement is entered into as of this ____ day of _____ 2015, by and between Betty L. Linder, hereinafter referred to as “Lessor/Assignor”; Betty L. Linder, Trustee, of the Betty L. Linder Trust dated October 10, 2008, hereinafter referred to as “Lessor/Assignee”; and Sedgwick County, Kansas, hereinafter referred to as “Lessee.”

WITNESSETH:

WHEREAS, the Lessor/Assignor and the Lessee entered into a lease agreement dated February 14, 2007, for property generally located at 1720 E. Morris, Wichita, Kansas, Suites 1 and 2; and

WHEREAS, the parties amended the lease agreement on October, 26, 2011; and then again, on July 2, 2014; and

WHEREAS, the title of ½ undivided interests of the property was transferred to, respectively, Carl A. Linder, Trustee, of the Carl A. Linder Trust dated October 10, 2008, and to Betty L. Linder, Trustee, of the Betty L. Linder Trust dated October 10, 2008, by quitclaim deeds recorded April 29, 2009; and

WHEREAS, the property is now held solely in the name of Betty L. Linder, Trustee, of the Betty L. Linder Trust dated October 10, 2008; and

WHEREAS, the parties have found it necessary to amend the lease to show the current owner and lessor of the property as the Lessor/Assignee identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lessor/Assignor, Lessor/Assignee and Lessee do hereby agree to amend and modify the Lease as follows:

1. The Lessor Assignor hereby assigns, and Lessor/Assignee accepts, the Lessor’s obligations and rights under the Lease; and the Lessee acknowledges said assignment. All references to Lessor in the lease agreement are understood to refer to the Lessor/Assignee.
2. All terms, conditions, and provisions contained in the original Lease Agreement and Amendments thereof that are not amended herein shall remain in full force and effect.
3. Each person executing this amendment represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties have subscribed their names and caused this Amendment to the Lease Agreement to be executed in duplicate as of the day, month, and year first above written.

Lessor/Assignor:


BETTY L. LINDER

Lessor/Assignor:


BETTY L. LINDER, Trustee ,
Betty L. Linder Trust dated October 10, 2008

Lessee:
SEDGWICK COUNTY, KANSAS

RICHARD RANZAU, Chairman
Board of County Commissioners

Attest:

Kelly B. Arnold, County Clerk

Approved as to Form:

Robert W. Parnacott

Robert W. Parnacott,
Assistant County Counselor