

EIGHTH AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement is entered into as of this _____ day of _____, 2015, by and between Bruce J. Kouba and Edward J. Hund, as co-owners of the subject property, hereinafter referred to as "Lessor," and Sedgwick County, Kansas, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the parties hereto entered into a lease agreement on the 2nd day of December 1998, ("Original Lease Agreement"); and

WHEREAS, the parties hereto entered into amendments to the original lease agreement on the 15th day of December 1999 (First Amendment); on the 7th day of March 2001 (Second Amendment); on the 5th day of September 2001 (Third Amendment); on the 8th day of January, 2003 (Fourth Amendment); on the 22nd day of February 2006 (Fifth Amendment); on the 22nd day of December 2010 (Sixth Amendment); and on the 2nd day of February 2011 (Seventh Amendment); and

WHEREAS, the parties have found it necessary to make amendments to the Original Lease Agreement and amendments thereto.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend the Original Lease Agreement.

SECTION 1: Paragraph 2 of the Original Lease Agreement is hereby amended and shall read as follows:

"2. As rent for said premises for the term stated herein, Lessee shall pay the Lessor the sum of \$59,083.20 for one (1) year, including the dates from January 1, 2016 through December 31, 2016, in equal monthly installments of \$4,923.60. In addition to other remedies the Lessor may have for late payment of rent due, a service charge equal to 5% of the principal amount of any rent due shall be paid by Lessee to Lessor for any rent not paid within seven (7) days of the date due.

- (a.) Lessor shall pay all ad valorem taxes and special assessments levied against the leased property; Lessee shall pay all personal property taxes levied against its property as and when the same shall be due and payable.
- (b.) Lessor shall carry public liability insurance on the Common Area of Lessor's Tract (all that portion located outside of the building) providing coverage of not less than C.S.L., property damage insurance, or single limit insurance in the amount of \$500,000.00. Lessor shall also carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Lessor, insuring the leasehold

improvements on Lessor's Tract, including the leased premises and all appurtenances thereto.

- (c.) Lessee is self-insured.
- (d.) All policies of insurance referred to herein shall provide for waiver by the insurer of rights of subrogation against the Lessor or Lessee and Lessor and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.
- (e.) Lessee shall be liable for all the utilities of the building, which shall include water, electricity, gas and telephone, as well as trash removal. Lessee shall, at its sole expense provide for its own janitorial service and furnish its own related paper products.
- (f.) Lessee shall keep and maintain the interior of said property and premises and all appurtenances thereof, including minor repair or maintenance, in good condition and repair at Lessee's sole expense, and will return the same in good condition and repair at Lessee's sole expense, and will return the same in good condition and repair at the termination of this lease or any renewal thereof ordinary wear and tear expected. However, Lessor shall maintain all exterior and structural walls and roof and all glass at Lessor's sole cost and expense. Lessee agrees to pay for service calls up to \$100.00 up to an annual, total maximum of \$1,500.00 for the heating, ventilating and air conditioning system service of the leased premises. Lessor is responsible for any costs over \$100.00 per call or over \$1,500 per year related to maintaining the heating, ventilating and air conditioning system (servicing, repairing or replacing as necessary) and keeping same in good operational condition. Lessor shall maintain all parking and exterior planting areas of the building grounds, including the expeditious removal of snow and ice.
- (g.) Lessee shall keep said premises and appurtenances in good, sanitary, and tenantable condition, free from filth, nuisance, or danger of fire, and will use the same so as to fully meet and comply with all health and police regulations and ordinances and all other laws now in force or which may hereafter be enacted by the City of Wichita, State of Kansas, or federal government or department thereof."

SECTION 2: Paragraph 14 of the Original Lease Agreement is hereby amended and shall read as follows:

“14. Lessor hereby grants to the Lessee the option to renew this lease for two additional one-year periods under the same terms and conditions contained herein, except rent, provided the Lessee provides Lessor with at least ninety (90) days prior written notice of its intent to so extend. Rent for the first one-year option period (for January 1, 2017 through December 31, 2017) shall be \$59,674.08 annually in equal monthly installments of \$4,972.84. Rent for the second one-year option period (for January 1, 2018 through December 31, 2018) shall be \$59,969.40 annually in equal monthly installments of \$4,997.45. Any such option(s) to renew may be made in writing by the Board of County Commissioners, or their designees, the Sedgwick County Project Services Program Manager or the Sedgwick County Purchasing Director.”

SECTION 3: Paragraph 26 is created and added to the Original Lease Agreement and shall read as follows:

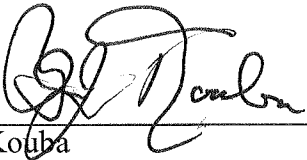
“Lessor agrees to complete the following upgrades to the building by not later than June 30, 2016, unless an extension is otherwise agreed to by the Sedgwick County Project Services Program Manager: (a) new mirrors in the restrooms; (b) new flooring in the restrooms; (c) new countertops in the restrooms; (d) new tile installed in the entryways to the building; (e) paint to the exterior of the building; and (f) parking lot upgrades including repairing or replacing the damaged sign in front.”

All other conditions, covenants and promises contained in the Original Lease Agreement executed by the parties on the 2nd day of December, 1998, not specifically modified herein shall remain in full force and effect as written therein as amended.

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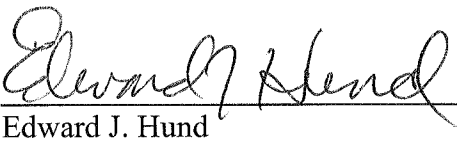
IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to lease Agreement to be executed the day and year first above written.

LESSOR:



Bruce J. Kouba

LESSOR:



Edward J. Hund

LESSEE:

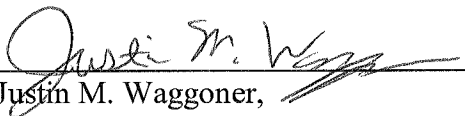
Sedgwick County, Kansas

Richard Ranzau, Chairman
Board of County Commissioners

ATTEST:

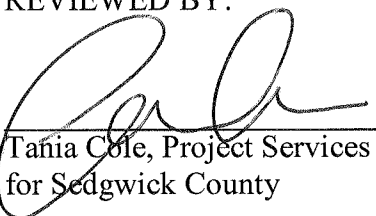
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



Justin M. Waggoner,
Assistant County Counselor

REVIEWED BY:



Tania Cole, Project Services Manager
for Sedgwick County