

LEASE AMMENDMENT

THIS LEASE AMMENDMENT, made and entered into this ____ day of _____, 2020 by and between Lewis County, a political subdivision of the State of Washington, 351 NW North St., Chehalis, WA hereinafter referred to as "COUNTY" and the Lewis County Seniors, a non-profit corporation, _____, hereinafter referred to as "L.C. SENIORS".

WITNESSETH:

WHEREAS, L.C. SENIORS currently leases real property and premises from the COUNTY for the purpose of operating community senior centers and implementing nutritional and recreational services for the senior citizens of Lewis County, including those poor and infirmed; and in consideration of the terms, covenants and agreements contained, within a lease agreement dated November 20, 2017 and running from January 1, 2018 through December 31, 2022; and,

WHEREAS, L.C. SENIORS desires extend the term of said LEASE to a period of not less than 15 years, the purpose of such extension being to allow L.C. SENIORS to seek grant funding from various entities to enhance the programs and services provided to the citizens of Lewis County and such grant programs require a commitment exceeding the current 5 year lease term, the following Lease Amendments are agreed to:

1. Term. The term of this Agreement shall commence on the 1st day of January, 2018, and end on the 31st day of December, 2035, unless terminated sooner or extended pursuant to the provisions of this Agreement (hereinafter "the Term"). This Agreement may be terminated without cause by COUNTY at any time with ninety (90) days' advance written notice. This Agreement may be terminated without cause by SENIORS at any time with ninety (90) days' advance written notice. Subject to applicable law governing leases by county governments, if SENIORS is not in default at the expiration of the initial term of this Lease, SENIORS may request that the County renew this Lease for an additional term of sixty (60) months. The request to renew shall be exercised by the SENIORS by giving COUNTY written notice of intent to renew the Lease not less than ninety (90) days prior to the expiration of the original term of this Lease.

2. Rental. This Agreement is considered to be of benefit to COUNTY and L.C. SENIORS. COUNTY agrees to rent the Demised Premises to L.C. SENIORS for the annual sum of One Dollar (\$1.00) per year for each of the real properties and premises noted below for a total sum of Five Dollars (\$5.00) to be paid by January 15 of each year of the Term of this Agreement beginning in 2018. In the event the LC SENIORS fails to pay the annual rent on or before the 15th day of January and fails to cure its default within five (5) days following receipt of written notice from COUNTY, then a penalty of ten (10%) of the annual rental shall be assessed and shall be immediately due in addition to the annual rent. The rental amount shall be reviewed and approved by both parties annually there after.

6. Maintenance and Janitorial. Routine maintenance on all buildings, storage structures,

and janitorial services on the Demised Premises, including improvements thereon, will be performed at the SENIORS' expense.

All major structural repairs on the Demised Premises, including the roof, shall be performed by the COUNTY or at the COUNTY's expense. Maintenance of the walk-in refrigerators, built-in fixtures, and HVAC system on the Demised Premises shall be performed by the COUNTY or at the COUNTY's expense, except that maintenance and repair of any additions, alterations, improvements, appliances, built-in or otherwise, including walk-in refrigerators or freezers added to the premises shall be the sole responsibility of L.C. SENIORS.

All other provisions of the agreement shall remain in force throughout the term of the lease, unless modified in writing by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

LEWIS COUNTY SENIORS
COMMISSIONERS

BOARD OF COUNTY
LEWIS COUNTY, WASHINGTON

President of the Board, L.C. SENIORS

Gary Stamper, Chairman

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

Edna J. Fund, Vice Chairman

By: _____
Civil Deputy

Robert C. Jackson, Member