

AMENDMENT

THIS AMENDMENT, is made and entered into by and between Clean and Sober Living (hereinafter referred to as "Landlord") and Lancaster County, Nebraska, on behalf of Lancaster County Community Corrections, (hereinafter referred to as "County").

WHEREAS, the parties entered into four lease agreements executed by the County on April 5, 2011, under County Contract No. C-11-0164, hereinafter referred to as the "Lease Agreements", a copy thereof being incorporated by reference;

WHEREAS, the parties entered into an Amendment to the Lease Agreements, executed by the County on March 6, 2012, under County Contract No. C-12-0124, to extend the term of the Lease Agreements for an additional nine (9) month period to December 31, 2012;

WHEREAS, the parties entered into an Amendment to the Lease Agreements, executed by the County on February 12, 2013, under County Contract No. C-13-0075, to extend the term of the Lease Agreements for an additional six (6) month period to June 30, 2013;

WHEREAS, the parties entered into an Amendment to the Lease Agreements, executed by the County on July 30, 2013, under County Contract No. C-13-0359, to extend the term of the Lease Agreements for an additional one (1) year period to June 30, 2014;

WHEREAS, the parties entered into an Amendment to the Lease Agreements, executed by the County on July 10, 2014, under County Contract No. C-14-0285, to extend the term of the Lease Agreements for an additional one (1) year period to June 30, 2015;

WHEREAS, the parties entered into an Amendment to the Lease Agreements, executed by the County on September 1, 2015, under County Contract No. C-15-0433, to extend the term of the Lease Agreements for an additional one (1) year period to June 30, 2016;

WHEREAS, at the conclusion of the extended term ending June 30, 2016, the County held over with the consent of the Landlord, and the parties continued the Lease Agreements as a tenancy from year to year, from July 1, 2016, through June 30, 2017, subject to the provisions of the Lease Agreements, as amended;

WHEREAS, the parties wish to further extend the term of the Lease Agreements for an additional one (1) year period from July 1, 2017, through June 30, 2018;

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreements executed by the County on April 5, 2011, under County Contract Number C-11-0164, and all amendment thereto, it is agreed by and between the parties that the following amendments to the Agreement be made:

1. Amend Paragraph 1. TERM of each lease agreement by substituting the following language:

1. TERM. For use of said Premises by the County beginning July 1, 2017, and continuing in full force and effect through June 30, 2018, unless and until either party shall terminate this Agreement by giving the other party written notice thirty (30) days in advance of such termination date. The Agreement may be renewed for two additional one (1) year terms upon the mutual written consent of the parties. The County may vacate the premises at any time upon giving the Landlord thirty (30) days written notice, and further agrees to vacate, surrender and relinquish said premises to the Landlord within thirty (30) days after receipt of notice, or sooner as provided by applicable law. Should the County vacate on or before the last day of any lease period, it is agreed between the parties that the rent due for said period shall be prorated according to the number of days in the period when the County is allowed to remain in and on the Premises.

All other terms of the original Agreement under County Contract No. C-11-0164, and all amendment thereto, not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 23 day of October, 2017, by Landlord.

BY: Mark Davis & Lisa Louma

NAME: Clean + Safer Living / Safer Houses of NE

TITLE: Landlords

EXECUTED this _____ day of _____, 2017, by County.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney