

**AMENDMENT TO COMMERCIAL LEASE AGREEMENT  
BETWEEN CITY OF RAPID CITY AND  
SAFETY PLAZA**

This is an Amendment to the Lease dated January 20, 2003, by and between SAFETY PLAZA of Rapid City, South Dakota, ("Lessor") and CITY OF RAPID CITY of Rapid City, South Dakota, ("Lessee").

The parties agree that Sections I, III, and VI of the Lease are amended to read as follows:

**I.  
PURPOSE**

Lessee leases the property for the lawful purpose of operating an ambulance and/or fire department service and Lessee's personnel shall not use such leased property for the maintenance of personal property or for personal gain.

**III.  
RENT**

Lessee agrees to pay as rent for the above-described premises the sum of Thirty-five Thousand Seven Hundred Dollars (\$35,700.00) per year, payable at Two Thousand Nine Hundred Seventy-five Dollars (\$2,975.00) per month, commencing on March 1, 2003, and payable on the tenth day of each month thereafter during the term of this Lease. Lessor shall have the right to increase the amount paid for rent paid hereunder up to six percent (6%) per year, but not sooner than February, 2004.

**VI.  
MAINTENANCE AND REPAIR**

The Lessee agrees, at its own expense, to be responsible for any snow removal.

Lessor agrees to maintain and repair the exterior of the building leased herein, including the roof and exterior walls, and to maintain the structure of the building. Lessor agrees to repair plumbing to the extent of normally required repairs. Lessor agrees to maintain the interior walls, ceiling, floor, and floor covering when repairs are made necessary because of faulty construction or Lessor's failure to keep the structure in proper repair.

Lessee shall maintain and repair the interior of said premises at Lessee's own expense in at least as good a condition as the same now are and at the expiration of this Lease, shall return said premises in a condition at least as good as they now are, reasonable wear and tear and damage by the elements alone excepted. Lessee shall keep the leased premises free from all dirt and other refuse matter, and shall repair, using licensed, reputable firms or persons, all damages to equipment and to plumbing caused by the negligence of Lessee, its agents, servants, and employees. The Lessee is only required to repair any damage to the leased premises during the term of the Lease occasioned by the Lessee's negligence and is not required to repair any physical damages caused by storms, acts of God, or other similar incidents.

Lessee agrees to be responsible for the cost of installing any fire alarms, fire extinguishers, sprinkler systems, and smoke alarms required by the laws, ordinances, and regulations of the City of Rapid City, County of Pennington and state and/or federal governments. Lessor shall be responsible for all other changes required by laws, ordinances, and regulations of Rapid City, Pennington County, and state and/or federal governments unless the

cost is prohibitive, in which case Lessor shall have the right to cancel the Lease without further obligations to Lessee.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003.

**LESSOR:**

**LESSEE:**

SAFETY PLAZA

CITY OF RAPID CITY

\_\_\_\_\_  
Managing Partner

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)

State of South Dakota       )  
  SS.  
County of Pennington       )

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota                 )  
  SS.  
County of Pennington                 )

On this the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared Jerry Munson and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE