

LEASE

Lease made this 13th day of December, 1976, between the City of Rapid City, 22 Main Street, Rapid City, South Dakota, hereinafter referred to as the City, and Minneluzahan Senior Citizens, Incorporated, hereinafter referred to as Minneluzahan.

In consideration of the mutual covenants herein contained the parties agree as follows:

SECTION ONE

DESCRIPTION OF PREMISES

The City leases to Minneluzahan the real property located at 315 North 4th Street, Rapid City, South Dakota, more particularly described as follows:

Lot RU-18, Original Townsite, Rapid City,
Pennington County, South Dakota

SECTION TWO

TERM

The period of this lease shall be one year, beginning on the 1st day of January, and terminating on the 31st day of December. This lease shall be renewed automatically for successive one year lease periods at the end of each lease period unless the City or Minneluzahan shall give notice of its intent not to renew the lease. Written notice of intent not to renew this lease shall be presented in writing to the other party to this lease at the address shown hereon not less than sixty (60) days before the expiration of the lease period.

The preceeding paragraph notwithstanding, the first lease period shall be from the 7th day of December, 1976, to the 31st day of December, 1977.

SECTION THREE

RENT

Minneluzahan shall pay to the City as rent for the above described premises the amount of one dollar (\$1.00) per year. Payment shall be made to the Finance Officer of the City of Rapid City at 22 Main Street, Rapid City, South Dakota, on or before the first business day of each lease period.

SECTION FOUR

USE OF PREMISES

The premises are to be used for the purpose of conducting social, cultural, recreation, educational, and health programs directed toward Senior Citizens.

Minneluzahan shall restrict its use to such purposes and shall not use or permit the use of the premises for any other purpose without the approval of the Common Council of the City of Rapid City. Minneluzahan shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose.

SECTION FIVE

UTILITIES

Minneluzahan shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, heat, water, sewer, and telephone service, and garbage. *M.G.H.*

SECTION SIX

MAINTENANCE

All normal maintenance of the building interior and exterior, the grounds and the parking lot provided adjacent to the leased premises shall be performed by Minneluzahan at its own expense. This shall include maintenance of the building and its fixtures; lawns, trees, and shrubs; and drives, sidewalks, and parking areas, including watering, mowing, and snow removal.

SECTION SEVEN

ASSIGNMENT OR SUBLEASE

Minneluzahan shall not assign this lease or sublease the demised premises without the approval of the Common Council of the City of Rapid City. If any assignment or sublease is made subsequent to approval of the Common Council, it shall not be terminated without further approval of the Common Council.

SECTION EIGHT

ALTERATION

Minneluzahan shall not make or permit to be made any alterations or additions to the leased premises without written approval of the Common Council of the City of Rapid City.

SECTION NINE

EQUIPMENT SUPPLIED BY CITY

All equipment and fixtures provided by the City at the beginning of this lease or at any time during the period of this lease shall remain the property of the City of Rapid City. Minneluzahan shall be liable for all loss of or damages to any such furnishings and fixtures beyond normal wear.

SECTION TEN

INSURANCE

The building and grounds which are the subject of this lease shall be insured by the City under its general insurance policy. Minneluzahan shall reimburse the City for the costs of general insurance.

Minneluzahan further agrees to maintain inforce in its own name and at its own expense a general liability policy in the amount of \$300,000 per individual and \$300,000 per occurrence for personal injury and \$50,000 per occurrence for property damage.

CITY OF RAPID CITY
22 Main

Minneluzahan Senior Citizens, Inc.

William P. Hoif
Mayor

Thomas J. Anderson Chairman

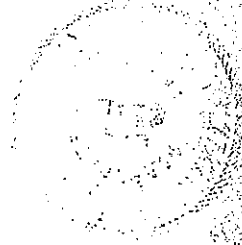
Cecilia Montgomery Sec

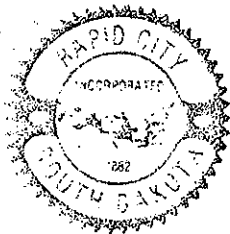
John Jangula Jr.

Cather Rodriguez

W. M. Smith
Finance Officer

(SEAL)





City of Rapid City

RAPID CITY, SOUTH DAKOTA 57701

OFFICE OF THE CITY ATTORNEY

300 Sixth Street
Rapid City, South Dakota 57701
Telephone: 605-394-4140

September 23, 1993

Mr. Sam Whitley
Minneluzahan Senior Citizens Center
315 North Fourth Street
Rapid City, SD 57701

Re: Minneluzahan Senior Citizens Center Lease Agreement

Dear Sam:

Enclosed is a copy of the Addendum to the above referenced Agreement. This Addendum addresses insurance and nondiscrimination verbiage changes to the Agreement. I appreciate your help in executing this Addendum.

Thanks again!

Sincerely,

Patsy L. Horton
Legal Assistant

plh

pc ~~Coleen Schmidt~~
Assistant Finance Officer

Katherine A. Maguire
Black Hills Agency
PO Box 3330
Rapid City, SD 57709



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

ACKNOWLEDGMENT

State of South Dakota)
) SS.
County of Pennington)

On this the 9 day of August, 1993, before me, the undersigned officer, personally appeared, Charles M. Lenz who acknowledged himself/herself to be the Chairperson, of the Minneluzahan Senior Citizens, Inc. and that he/she, as such Chairperson, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Minneluzahan Senior Citizens, Inc. himself/herself as Chairperson.

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

Palmer R. Atkinson
Notary Public

(SEAL)

My Commission Expires: 5-22-99

ACKNOWLEDGMENT

State of South Dakota)
) SS.
County of Pennington)

On this the 9th day of Sept. 1993, before me, the undersigned officer, personally appeared Coleen Schmidt and Richard Wahlstrom, 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.

Jeri Lynn
Notary Public

My Commission Expires: 9-3-94

(SEAL)

ADDENDUM
MINNELUZAHAN SENIOR CITIZENS, INC.
LEASE AGREEMENT

For and in consideration of the mutual promises and agreements contained in the Minneluzahan Senior Citizens, Inc. Lease Agreement, the City of Rapid City, South Dakota, a municipal corporation, ("Lessor"), and Minneluzahan Senior Citizens, Inc., Rapid City, South Dakota ("Lessee"), parties thereto, dated December 13, 1976, the parties hereby agree to this Addendum to said Minneluzahan Senior Citizens, Inc., attached hereto as Exhibit "A", by amending Section X and add new Section XI as follows:

Section X

INSURANCE:

The building and grounds which are the subject of this lease shall be insured by the City under its general insurance policy. Minneluzahan shall reimburse the City for the Costs of general insurance.

Minneluzahan further agrees to maintain in force in its own name and at its own expense a general liability policy in the amount of \$300,000 per individual and \$300,000 per occurrence for personal injury and \$50,000 per occurrence for property damage. The City of Rapid City shall be named as an additional insured on the certificate of insurance.

Indemnity. Except for the negligent, or tortious acts of Lessor, Lessee shall indemnify, defend and hold harmless Lessor, its agents and employees, from and against all claims, liabilities, losses damages and expenses, including attorneys fees and court costs for injury to or death of any person or loss of or damage to property in or upon the premises and including the person and property of Tenant, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the premises, shall be at the risk of Lessee.

Section XI.

NONDISCRIMINATION:

The Minneluzahan shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state, or federal laws. The Minneluzahan further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

DATED this ^{September} 24th of August, 1993.

CITY OF RAPID CITY

Ed M. Laughlin
MAYOR

ATTEST:

Clara J. Schmidt
Finance Officer

MINNELUZAHAN SENIOR CITIZENS, INC.

(SEAL)

Walter M. Lynch