

Amendment to Real Estate Lease Agreement

WHEREAS, on May 11, 2021, West Point Lodge #62, hereinafter called the Lessor, and the CITY OF COBURG, hereinafter called Lessee, entered into a Real Estate Lease Agreement for the purposes of Lessee's use of Lessor's building and parking lot.

WHEREAS, on July 18, 2021, Lessor notified Lessee of their desire to amend the Real Estate Lease Agreement in order to utilize one-half of the parking lot on the west end along Willamette Street in order for Lessor to site a food truck in the space.

WHEREAS, in exchange for the return of the use of one-half of the parking lot, Lessor agrees to take back certain maintenance responsibilities of the outside of the property that is conducted by Lessee under the original agreement.

NOW, THEREFORE, Lessor and Lessee hereby agree to the following amendments:

Text of the relevant sections of the original Real Estate Lease Agreement provides as follows:

SECTION 1. OCCUPANCY

1.3 **Area of Lease.** *Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and full parking lot.*

SECTION 3. REPAIRS AND MAINTENANCE

3.1 **Lessor's Obligations.** *The following shall be the responsibility of Lessor:*

(a) Lessor warrants that all heating, cooling, electrical and plumbing systems are in reasonable operating order at date of Lessee's possession.

(b) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundations.

(c) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or Lessees of other portions of the same building.

(d) Repair and maintenance of exterior water, sewage, gas and electrical services up to the point of entry to the leased premises.

(e) Repair and maintenance of the heating and air conditioning system to include ordinary maintenance.

SECTION 4. USE OF THE PREMISES.

4.4 **Parking.** *Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to*

promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on site parking amongst the Lessee, customers, employees and agents of the subject property.

Those relevant sections and/or subsections shall be amended, and a new section added, as follows:
[new language shown in underlining]

SECTION 1. OCCUPANCY

1.3 Area of Lease. Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and ~~full~~ the eastern one-half of the parking lot.

SECTION 3. REPAIRS AND MAINTENANCE

3.1 Lessor's Obligations. The following shall be the responsibility of Lessor:

(f) Maintenance of all outside landscapes, common areas, sidewalks, and parking area not included in this lease agreement.

Commented [SE1]: I am thinking the word "Not" should be removed. The way I read this is that we as the lesse would be responsible for this.

SECITON 4. USES OF PREMISES.

4.4 Parking. Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on site parking amongst the Lessee, customers, employees and agents of the subject property. Parking area leased by Lessee will be limited to the eastern back half of the parking lot abutting the alley. Lessor will retain one-half of parking area at the west end facing Willamette Street.

Commented [AH2]: No, not needs to stay. Because this is saying that the IOOF is responsible for all of these things except for the parking area included in the lease. This is there trade off that they are offering for taking back half of the parking lot.

SECTION 19. AMENDMENT [new section]

19.1 Amendment. This agreement may be modified or extended by written amendment signed by both parties.

All other terms and conditions of this agreement remain unchanged.

LESSOR:

X _____

By:

Title: _____

DATE: _____

ADDRESS: _____

ZIP: _____

PHONE: () _____

FAX: () _____

Rev. 5/2000

LESSEE:

X _____

By: Anne L. Heath

Title: City Administrator

DATE: _____

ADDRESS: _____

ZIP: _____

PHONE: () _____

FAX: () _____

