

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (“Second Amendment”) is made and entered into this 21<sup>st</sup> day of December 2022, by and between SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation (hereinafter referred to as “Landlord”) and CITY OF TEMECULA (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant have executed that certain Lease for the Premises located at 30025 Front Street, Temecula, CA 92592 dated March 24, 2017 and First Amendment to Lease dated April 17, 2020 (collectively hereinafter referred to as the “Lease”); and

WHEREAS, the parties desire to amend and modify the Lease effective May 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, it is covenanted and agreed between the parties that the aforesaid Lease be further modified and amended to read as follows:

2. **Rent:** The Base Rent shall be \$624.39 per month and shall increase by a fixed three percent (3%) on the anniversary date each year thereafter during the term of this Lease. Tenant shall pay to Landlord, without demand, offset or abatement, on the first day of each month, annual rent (“Rent”) in advance for the Premises in the amount as set forth below, in equal monthly installments:

<b>Months of Term</b>	<b>Monthly Base Rent</b>	<b>Annual Base Rent</b>
1-12	\$624.39	\$7,492.68
13-24	\$643.12	\$7,717.44
25-36	\$662.41	\$7,948.92

3. **Term:** The term of this Lease shall be extended for three (3) years (“Term”) commencing on May 1, 2023 (“Commencement Date”) and ending April 30, 2026 (“Expiration Date”). The parties upon mutual agreement, may extend the contract for an additional three (3) year term.

8. **Insurance:** Throughout the Term of this Lease, as the same may be extended, Tenant, at its sole cost and expense, shall carry and maintain the following insurance (“**Tenant’s Insurance**”):

a. Commercial General Liability Insurance Coverage insuring against claims on an “occurrence” basis, including damage, bodily injury, death and personal & advertising injury arising from the use or occupancy of Landlord’s Property or the Premises by Tenant with limits no less than \$2,000,000 per occurrence and \$4,000,000 limit annual aggregate for bodily injury and personal injury and property damage, and such amounts shall be increased annually, in Landlord's sole discretion, based on any increase recommended by insurance professionals or customary for comparable properties. .

b. Automobile Liability Coverage insuring bodily injury and property damage arising from any of Tenant’s owned, scheduled, non-owned and hired vehicles, if any with a combined single limit of at least \$1,000,000 per occurrence.

c. Workers' Compensation Coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

d. Personal property insurance in an amount sufficient to fully protect the Permitted Equipment, Tenant's improvements and all other personal property owned or controlled by Tenant on and within the Premises from theft, fire or other loss or damages while upon the Premises.

e. The insurance policies must also name the SDSU Research Foundation, The State of California, Trustees of the California State University, San Diego State University, and its officers, agents, employees, and volunteers as additional insured.

f. Tenant shall deliver to Landlord, not later than three (3) business days following the Commencement Date, certificates of insurance evidencing the coverage required pursuant to this Section 8. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to the other party in the event of any material alteration to or cancellation of the coverage evidenced by such certificates. Tenant's policy of commercial general liability and property coverage shall include a Waiver of Subrogation in favor the Landlord.

g. Each party hereby releases the other and the other's partners, affiliates, members, agents, employees from liability or responsibility for any loss or damage resulting from any cause or hazard for which insurance is required to be carried pursuant to this Lease (or is otherwise carried by either party), including any loss or damage resulting from any loss of the use of any property. These releases shall apply between the parties and to any claims under or through either party as a result of any asserted right of subrogation.

Signatures on the following page

IN WITNESS WHEREOF, Landlord and Tenant have duly executed the Second Amendment to Lease as of the day and year first written above.

**Landlord:**

SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit corporation doing business as San Diego State University Research Foundation

By \_\_\_\_\_  
Eric Elson, Director  
Facilities Planning and Management

Date: \_\_\_\_\_

**Tenant:**

CITY OF TEMECULA

By \_\_\_\_\_  
Zak Schwank, Mayor

Date: \_\_\_\_\_

ATTEST

By \_\_\_\_\_  
Randi Johl, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

Date: \_\_\_\_\_

<p>City Purchasing Mgr. Initials and Date:</p> <p><i>RE</i> 1/30/2023</p>
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