

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
CITY OF TEMECULA AND MT. SAN JACINTO COLLEGE**

FOR USE OF CITY REAL PROPERTY

THIS FIRST AMENDMENT is made and entered into as of **AUGUST 27, 2019** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Mt. San Jacinto College**, a California college district (hereinafter referred to as "Lessee"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **September 16, 2013**, the City and Lessee entered into that certain Agreement entitled "Lease Agreement between the City of Temecula and Mt. San Jacinto College for Use of City Real Property," in the amount of \$1.00, for the term of the agreement.

b. Prior to June 16, 2016, pursuant to section 4C of the Lease Agreement, at the request of Lessee, the City Manager approved a three year extension of the Lease Agreement to September 16, 2019.

The parties now desire to extend the term of the Lease Agreement to **September 16, 2021**, and to amend the Agreement as set forth in this Amendment.

2. Section **4** of the Agreement entitled "**Term of this Lease**" is hereby amended to read as follows:

A. Duration. The Term of this Agreement shall commence on September 16, 2013, and shall end on September 16, 2021.

B. Right to Terminate Agreement. Neither party will have a right to terminate agreement for the duration of this agreement, unless mutually agreed upon in writing.

C. Notice of Desire to Extend Term. On or before June 16, 2021 (three months before end of term), Lessee shall give written notice to the City at the address shown in Section 15 (Notice), below of Lessee's desire to further extend the Term of this Agreement. The Term may be extended for three (3) additional one (1) year increments through September 16, 2024, only if such extensions are approved by the City Manager in writing. Nothing in this section shall be construed as an obligation of City to extend the Term, nor shall it be construed as granting Lessee any option to extend the Term, regardless of whether or not Lessee provides the notice described herein. If the Term is extended, either party may terminate this Agreement for any reason without cause by a ninety (90) day prior written notice of termination to the other party at the addresses shown in Section 15 (Notice), below. If the Term is extended the City will not terminate the agreement until the end of the Academic Semester.

3. Section **15** of the Agreement entitled “**NOTICE**” is hereby amended to read as follows:

“Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

City: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

Lessee: Mt. San Jacinto College
Attn: Beth Gomez
Vice President of Business Services
1499 N. State Street
San Jacinto, CA 92583

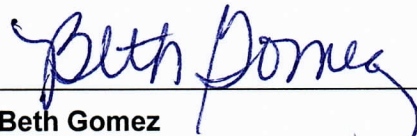
4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Mt. San Jacinto College

By: _____
Michael S. Naggar, Mayor

By:  _____
Beth Gomez
Vice President of Business Services

ATTEST:

By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

LESSEE

MT. SAN JACINTO COLLEGE
Attn: Beth Gomez
Vice President of Business Services
1499 N. State Street
San Jacinto, CA 92583
bgomez@msjc.edu

PM Initials:
Date: