

## **FIRST AMENDMENT TO LEASE OF VACANT PROPERTY**

**1739 Bradley Street and 7550 Summit Street, Riverside, California**

This First Amendment to Lease of Vacant Property ("First Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and THE TORO COMPANY, a Delaware corporation authorized to do business in California ("Lessee"), with respect to the following facts:

### **RECITALS**

WHEREAS, on April 4, 2018, City and Lessee entered into that certain Lease of Vacant Property, as amended by the Acceptance Memorandum between the parties dated July 31, 2018 (collectively, the "Lease") for use of the Premises known as 1739 Bradley Street and 7550 Summit Street, Riverside, California, also known as APN 242-040-004 and APN 242-040-005, as more specifically described and depicted in the Lease; and

WHEREAS, the Lease is set to expire June 30, 2023; and

WHEREAS, Paragraph 3 of the Lease states that the Lessee shall have two options to extend the term and expiration date by five (5) years for each extension; and

WHEREAS, City and Lessee desire to extend the term of the Lease for an additional five (5) year period beginning July 1, 2023, and ending June 30, 2028.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Lessee agree as follows:

1. Per Paragraph 3 of the Lease, Lessee hereby exercises its option to extend the term of the Lease for an additional five (5) year period beginning July 1, 2023, and ending June 30, 2028. The term of the Lease is hereby extended through June 30, 2028 ("Extended Term").

2. All terms and conditions of the Lease not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full. If there is any conflict between the terms of the Lease and the terms set forth in this First Amendment, the terms specifically set out in this First Amendment shall control.

3. This First Amendment contains the entire understanding between the parties with respect to the matters being amended as contained herein. This First Amendment may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, or modification is sought.

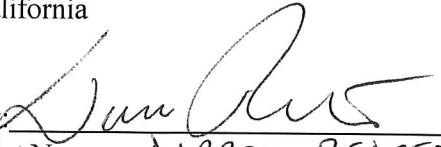
**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the City and Lessee have caused this First Amendment to be duly executed on the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

THE TORO COMPANY, a Delaware  
corporation authorized to do business in  
California

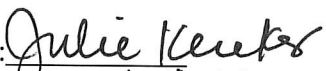
By: \_\_\_\_\_  
City Manager

By:   
Print Name: DARREN REDETZKE  
Title: VICE PRESIDENT  
(Signature of Board Chair, President, or  
Vice President)

ATTESTED TO:

By: \_\_\_\_\_  
City Clerk

and

By:   
Print Name: Julie Kerekes  
Title: Treasurer  
(Signature of Secretary, Assistant Secretary,  
CFO, Treasurer, or Assistant Treasurer)

CERTIFIED AS TO AVAILABILITY OF  
FUNDS:

By: \_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

By:   
Deputy City Attorney