

FIRST AMENDMENT TO LEASE AGREEMENT

JOHN MUIR CHARTER SCHOOL

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this 20th day of April, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor"), and JOHN MUIR CHARTER SCHOOL, a California non-profit public benefit corporation ("Lessee") with respect to the following facts:

RECITALS

WHEREAS, on December 14, 2016, a lease for approximately 1,852 square feet of classroom and office space located at 7801 Gramercy Place, Suite B, Riverside, California 92503, also known as Eric M. Solander Center; and 2060 University Avenue, Suite 201 and 202, Riverside, California 92507, also known as Cesar Chavez Community Center ("Lease") was entered into between the City of Riverside and John Muir Charter School. The space will hereinafter be referred to as the "Properties;" and

WHEREAS, Lessor and Lessee desire to amend portions of the Lease to extend the term, modify the property leased, and modify the consideration provisions.

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

1. Paragraph 1, Grant of Lease, is hereby amended by removing suite 202 of the Cesar Chavez Community Center from the leased property. During the extended term of the Lease, as provided in section 2 hereof, "Properties," shall be defined as the certain properties consisting of approximately 1,451 square feet of classroom and office space located at 7801 Gramercy Place, Suite B, Riverside, California 92503, also known as Eric M. Solander Center; and 2060 University Avenue, Suite 201, Riverside, California 92507, also known as Cesar Chavez Community Center.

2. Paragraph 2, Term, is hereby amended by extending the term for one (1) year, commencing July 1, 2017, and shall terminate on June 30, 2018. The Parties shall have the option to extend the term of this agreement for three (3) additional one (1) year terms. This option shall be exercised by the delivery of written notice to the parties at least sixty (60) days prior to the expiration of the term.

3. Paragraph 4, Consideration, is hereby amended in its entirety to read as follows:

"4. CONSIDERATION. As consideration for rent of the Properties, Lessee shall pay to City a price of \$1.39 per square foot, for a total estimated annual cost of Twenty-Four Thousand Two Hundred Two Dollars Sixty-Eight Cents (\$24,202.68). The City will send invoices to Lessee for payment of rent at a maximum rate of one (1) invoice per month for each of the Properties.

All Lease fees, if applicable, shall be payable on the date stated on each invoice. If Lessee fails to pay the monthly rent as applicable by the fifteenth (15th) day after it is due,

Lessee agrees that the actual damage to the City would be impracticable or extremely difficult to determine. Therefore, Lessee agrees to pay a late fee equal to ten percent (10%) of the rent, which amount shall be added to the rent due and considered part of the rent due City hereunder. The amounts due under this subparagraph are in addition to and not in lieu of any other remedies of City."

4. Paragraph 7(b), Improvements, is hereby amended in its entirety to read as follows:

"(b) Any alterations, improvements or installation of fixtures by Lessee must have the City's prior written consent. Lessee must submit plans to the City before any such actions, and must comply with all City permits and requirements. The City shall not unreasonably withhold its consent. Request shall be sent to Patricia Solano, Community Services Superintendent, 6927 Magnolia Avenue, 2nd Floor, Riverside, CA 92506."

5. 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.

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


LESSOR

LESSEE

CITY OF RIVERSIDE, a California
charter city and municipal corporation


JOHN MUIR CHARTER SCHOOL,
a California non-profit public benefit
corporation

By: _____
City Manager


By: _____
Printed Name: RJ Guess
Its: CEO

ATTEST:

By: _____
City Clerk

By: _____
Printed Name: Stanton Miller
Its: Board Chair

APPROVED AS TO FORM:

By: _____
Deputy City Attorney