

**AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF COACHELLA AND DESERT COMMUNITY COLLEGE
DISTRICT FOR THE LIBRARY LOCATED AT 1538 SEVENTH STREET**

This Amendment ("Amendment") is entered into on November 1, 2022, by and between the Desert Community College District (herein referred to as "Lessee") and the City of Coachella (herein referred to as "Lessor").

RECITALS

A. WHEREAS, on or about September 1, 2021, the Parties entered into an Lease Agreement (herein referred to as the "Lease") in which Lessor granted the Lessee a lease of the property located at 1538 Seventh Street, in the Lessor of Coachella, County of Riverside ("Property")

B. WHEREAS, the Parties have agreed to extend the term of the Lease which is currently scheduled to expire on October 31, 2022 pursuant to the same terms and conditions set forth in the Lease, except as explicitly stated in this Amendment;

C. WHEREAS, where any Section or portion of the Agreement is amended or superseded by this Amendment, the balance of that Section not specifically amended or superseded shall remain in effect as originally written. Where any Section or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Section shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment, taken together with the Agreement, represents a new Lease agreement and understanding between the Parties;

D. WHEREAS, the Lessee and Lessor (collectively, the "Parties") agree that the Recitals set forth hereinabove are expressly incorporated into the Lease and correctly set forth the nature of the Lease as modified by this Amendment.

NOW, THEREFORE, the Lessee and the Lessor agree that the terms and provisions of the Agreement are hereby amended as set forth herein below:

1. Term of Lease

Section 4.1 of the Lease is hereby revised and replaced with the following

The term of the Lease shall be extended from the original commencement date of September 1, 2021 through January 31, 2023 (the "Extended Term"). Thus, all references in the Lease to the Term shall references this Extended Term. The Parties may further mutually agree to extend the Extended Term at any time during the Extended Term to April 30, 2023 ("Optional Extension").

2. Required Improvements

As set forth in Section 4 of the Lease, Lessee was obligated to invest a total of Eighty Thousand Dollars (\$80,000) in the Property for improvements, identified as the "Improvement Costs." The Parties hereby agree that Lessee expended more than the Improvement Costs on specified improvements as required by the Lease and therefore, Lessee has no further obligation with respect to the Improvement Costs or Required Improvements as set forth in the Lease. All Required Improvements completed by Lessee shall remain part of the Property and Lessor shall claim ownership of the Property with the Lessee's improvement as part of the Property upon completion of the Lease as consideration for Lessee's leasehold interest in the Property.

3. Rent

As set forth in Section 5 of the Lease, Lessee's Rent obligations pursuant to the Lease consisted of the sum of one dollar (\$1) per year. As further consideration for this Amendment, Lessee shall issue an additional payment totaling Three Thousand Dollars (\$3,000) per month starting at the Effective Date of this Amendment, November 1, 2022 through the Extended Term until January 31, 2023 (the "Monthly Payment"). If the Parties mutually agree to the Optional Extension as set forth in Section 1 above, the Monthly Payment shall apply to the Optional Extension months as well.

4. Miscellaneous

A. Binding. The Parties and each of their signatories hereto warrant that each has the power and authority to execute this Amendment. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.


B. Full Force and Effect. Except as herein modified, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

C. Modifications. This Amendment may be amended or modified only by an agreement in writing signed by both the Lessee and Lessor.

D. Counterparts. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

E. Inconsistencies. In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

DESERT COMMUNITY COLLEGE LESSEE

By:  10/21/2022

Print Name: CHRISTINA TAFUYA

Title: interim Executive Vice President

LESSOR OF COACHELLA

By: _____

Print Name: _____

Title: _____