First Amendment to Lease for Certain Real Property Between the City of Coachella And Troll Family Limited Partnership

1. Parties And Date.

This First Amendment to the Lease for Certain Real Property ("First Amendment") is made and entered into this 23rd day of July, 2025 by and between the City of Coachella ("Lessee") and Troll Family Limited Partnership., ("Lessor"). Lessee and Lessor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. Recitals.

- 2.1 <u>Lease.</u> Lessee and Lessor entered into that certain Lease For certain real property identified as Assessor Parcel Numbers: 603-241-010, 603-241-011, in the City of Coachella, County of Riverside dated July 1, 2022 ("Lease"), whereby Lessor is the owner of certain real property (the "Premises") described by Exhibit "A" attached to the Lease.
- 2.2<u>Amendment.</u> Lessee desires to lease the Premises from Lessor for purposes to provide parking to augment that available at the adjacent Rancho Las Flores Park, and Lessor desires to lease the Premises to Lessee on the terms and conditions set forth in the Lease and in this First Amendment.
- 2.3 <u>Amendment.</u> Lessee and Lessor desire to amend the Lease for the first time to amend the following terms of the Lease: extend the term of the Lease, extend the Notice of Termination period and amend the use.

3. Amendments.

- 3.1 <u>Recitals.</u> Recitals A, B, C and D, are hereby deleted in their entirety and replaced with the following:
 - "A. Lessor is the owner of certain real property (the "Premises") described by Exhibit "A" attached hereto.
 - B. The Premises is presently vacant land. Its past usage is not known with certainty, but is believed to have been used in the past for agriculture (grape growing), and it is not in active use.
 - C. Lessee desire to lease the Premises from Lessor for purposes to provide parking to augment that available at adjacent Rancho Las Flores Park will be in the public interest and will be used for overflow parking for city events and construction staging."
 - D. Lessor will not be liable or responsible for any damage or injury occurring on the Premises.
- 3.1 <u>Term of Lease.</u> Sections 4.1 and 4.2 of the Lease are hereby deleted in their entirety and replaced with the following:

- "4.1 <u>Original Term.</u> The original term of the Lease shall be for a three (3) year period commencing on August 1, 2022 and terminating on July 31, 2025 (the "Original Term").
- "4.2 Extension of Term. Following the expiration of the Original Term, unless and until Lessee or Lessor delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Lease shall be extended for an additional three (3) year period, beginning on August 1, 2025 and expiring on July 31, 2028 (the "Extended Term")."
- 3.2 <u>Rent.</u> Section 5.2 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "5.2 Extended Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of Six Thousand Dollars and No Cents (\$6,000) for each year. The annual rent will be paid by the Lessee to the Lessor annually by December 15th starting December 15th, 2025 and continuing throughout the term of the amendment."
- 3.3 <u>Continuing Effect of Agreement.</u> Except as amended by this First Amendment, all provisions of the Lease shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Lease" appears in the Lease, it shall mean the Lease as amended by this First Amendment.
- 3.4 <u>Adequate Consideration.</u> The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.
- 3.5 <u>Counterparts.</u> This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

LESSOR: Troll Family Limited Partnership	
Christina Ann-Troll Carlstrom General Partner	
LESSEE: The City of Coachella	
Approved by:	
William B. Pattison Jr. City Manager	
Approved as to Form: BEST, BEST & KRIEGER	
City Attorney	
Attest:	
Angela M. Zepeda City Clerk	

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.