

**FIRST AMENDMENT to
ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT
CITY OF MERIDIAN’S LAKEVIEW MUNICIPAL GOLF COURSE**

This FIRST AMENDMENT to ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT CITY OF MERIDIAN’S LAKEVIEW MUNICIPAL GOLF COURSE (“First Amendment”) is entered into this ____ day of _____, 2024, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the West Ada Recreation District, a recreation district organized under the laws of the State of Idaho (“WARD”) (collectively, “Parties”).

WHEREAS, the Parties seek by this First Amendment to modify the *Assignment of Lease for the Provision of Golf Course Operations at Meridian’s Lakeview Municipal Golf Course* executed by the Parties on August 11, 2020 (“August 11, 2020 Assignment of Lease”), a copy of which is attached hereto as *Exhibit A*;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

A. TERM MODIFIED. Section 3 of the of the August 11, 2020 Assignment of Lease shall be replaced by language to read as follows:

3. Term. The term of the assigned Lease Agreement shall be from the effective date of the assignment until September 30, 2024, unless earlier terminated.

B. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the original August 11, 2020 Assignment of Lease shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the August 11, 2020 Assignment of Lease or this amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

WESTERN ADA RECREATION DISTRICT:

DocuSigned by:

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Shaun Wardle, Board President

CITY OF MERIDIAN:

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A
AUGUST 11, 2020 ASSIGNMENT OF LEASE

Item #18.

Exhibit A

ASSIGNMENT OF LEASE FOR THE PROVISION OF GOLF COURSE OPERATIONS AT CITY OF MERIDIAN'S LAKEVIEW MUNICIPAL GOLF COURSE

This ASSIGNMENT OF LEASE entered into by the City of Meridian, an Idaho municipal corporation, ("City") as Lessor and the Western Ada Recreation District, a Recreation District created and organized under Title 31, Chapter 43 of the Idaho Code ("District") as "Lessee".

WITNESSETH, that for and in consideration of the mutual promises, covenants and agreements contained herein, the parties hereby agree as follows:

1. CONSENT TO ASSIGNMENT OF LEASE – CONTINGENT ON SALE OF ASSETS

- A. Provided that transaction contemplated in the Asset Purchase Agreement between Lakeview Meridian Investors LLC and District has closed and District has become the rightful owner of the Assets transferred by said Asset Purchase Agreement, City does provide its contingent consent to the assignment of that certain lease agreement dated May 17, 2005 between City and Lakeview Meridian Investors, LLC, (the Assignor) to Lessee, subject to the amended terms and conditions contained herein.
- B. Any waiver by District of the Seller's Covenants, Representations, Warranties, and agreement to pay Closing Date Indebtedness made in the Asset Purchase Agreement must be approved by City in order for the City's assignment of the Lease to become effective.

2. GRANT OF AUTHORITY; LEASED PREMISES

- A. The City accepts the Lessee as lessee of the Lease at the Lakeview Golf Course and understands that Lessee has all of the rights and obligation of the original lease, except as modified herein.
- B. Lessee acknowledges personal inspection of the golf premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the golf course. Lessee accepts the demised premises in its present condition and agrees to make no demands upon the City for any improvements or alteration thereof.
- C. Ownership of all existing structures, and of all structures, buildings and/or improvements currently located upon the leased premises, and all alterations, additions or betterments thereto (the items included in the Description of Assets in the Asset Purchase Agreement), shall immediately vest and be vested in City after the term hereof, without compensation being paid therefore. Such structures, buildings and/or improvements shall be surrendered to City with the remainder of

Item #18.

the leased premises upon termination of the Lease Agreement. As a condition of this Assignment of Lease, District shall execute all appropriate Bills of Sale and other documentation to effectively transfer title of all WARD Leasehold Assets to City upon termination of the Lease Agreement.

3. TERM

- A. As additional consideration for City’s granting of this Assignment of Lease, the term of the assigned Lease agreement shall be from the effective date of the assignment until September 30, 2023 unless earlier terminated at the option of District.
- B. The Lessee DOES NOT have the option of renewing the Lease agreement beyond the term ending September 30, 2023.

4. PAYMENT OF RENT

In consideration of Lessee’s purchase of the golf course leasehold assets and the benefit provided to the public, which consists largely of the same taxpayer base as the City, Lessee shall not be required to pay any periodic rent payments to City.

5. INCORPORATION OF TERMS

All terms and conditions of the May 17, 2005 Lease agreement and any addenda thereto that are not inconsistent with the terms of this Assignment of Lease shall remain in effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have subscribed their names this 11th day of August 2020.

WESTERN ADA RECREATION DISTRICT:

By: 
Shaun Wardle, Board President

CITY OF MERIDIAN

By: 
Robert E. Simison, Mayor

Attest: 
Chris Johnson, City Clerk

