

**FIRST AMENDMENT
TO
CITY OF SAN DIEGO
FLAT RATE LEASE
[El Cajon Boulevard Business Improvement Association]**

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO LEASE (“**Amendment**”) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (“**CITY**”), as Lessor, and EL CAJON BOULEVARD BUSINESS IMPROVEMENT ASSOCIATION, a California non-profit corporation (“**LESSEE**”), as Lessee, to be effective as of May 31, 2019 (the “**Amendment Effective Date**”), when signed by the parties and approved by the San Diego City Attorney.

RECITALS

- A. CITY owns approximately 0.282 acres of unimproved land (Assessor’s Parcel Number 454-732-34), located at the northeast corner of El Cajon Boulevard and Central Avenue, San Diego, California 92105 (“**Premises**”), which LESSEE currently leases pursuant to the CITY OF SAN DIEGO FLAT RATE LEASE between CITY and LESSEE with an Effective Date of May 21, 2018 (“**Lease**”); and
- B. CITY and LESSEE have agreed to amend the Term of the Lease; and
- C. Unless otherwise defined herein, capitalized terms as used in this Amendment shall have the same meanings in the Lease. The term “**Lease**” shall mean the Lease, as amended hereby.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CITY and LESSEE agree to amend the Lease as follows:

- 1. Section 2.1 Term is hereby deleted in its entirety and replaced with the following:

“2.1 Term. The term of this Lease (“**Term**”) shall be for a period of two (2) years, commencing on the Effective Date (i.e. May 21, 2018) and ending on May 31, 2020. If the Effective Date is other than the first day of a calendar month, the partial month after the Effective Date shall be included in the following full calendar month to compose the first month of the Term so that the second month of the Term will start on the first day of a calendar month. **Notwithstanding the foregoing, in the event LESSEE is unable to obtain any license or permit necessary to lawfully use the Premises for the Allowed Use, in the manner desired by the LESSEE, LESSEE may terminate this Lease upon thirty (30) days written notice to CITY.**”

- 2. Section 2.4 Termination is hereby deleted in its entirety and replaced with the following:

“2.4 Termination. Either party may terminate this Lease prior to the expiration of the Term for any reasons upon 60 days written notice to the other party at the address set forth for notice in this Lease for the other party.”

3. Assignment of Lease by CITY. LESSEE acknowledges that CITY may elect to sell the Premises, and assign the Lease. LESSEE hereby confirms that CITY is not currently in default, nor has any default occurred under the Lease. In the event that CITY elects to sell the Premises, LESSEE agrees to provide an estoppel certificate to CITY and such purchaser to memorialize whether any default exists under the Lease.
4. Other Terms in Full Force and Effect. All other terms and conditions of the Lease remain unchanged and shall remain in full force and effect, and if there are any conflicts between the Lease and this Amendment, said conflicts shall be resolved in favor of the terms and conditions of this Amendment.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
6. Authority to Contract. Each individual executing this Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Amendment is binding upon such person or entity in accordance with its terms. Each person executing this Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
7. Successors and Assigns. The Lease shall be binding on, and inure to the benefit, of the successors and assigns of the parties pursuant to the Lease.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the Amendment Effective Date.

Date: _____

EL CAJON BOULEVARD BUSINESS
IMPROVEMENT ASSOCIATION, a California
non-profit corporation

BY: _____

Name: _____

Title: _____

Date: 6/10/19

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____

Cybele L. Thompson

Director, Real Estate Assets Department

Approved as to form and legality:

MARA W. ELLIOTT, CITY ATTORNEY

By: _____

Name: Melissa Ables

Title: Deputy City Attorney

Date: 6/20/19

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Date: 5/27/2019

EL CAJON BOULEVARD BUSINESS
IMPROVEMENT ASSOCIATION, a California
non-profit corporation

BY: M. Joseph Thorne
Name: M. Joseph Thorne
Title: Executive Director

Date: _____

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____
Cybele L. Thompson
Director, Real Estate Assets Department

Approved as to form and legality:

MARA W. ELLIOTT, CITY ATTORNEY

By: _____
Name: _____
Title: _____
Date: _____

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