

**FIRST AMENDMENT TO  
COST SHARING AGREEMENT  
FOR CORONA SOUTH MALL PARKING LOT IMPROVEMENTS**

**BETWEEN THE CITY OF CORONA  
AND  
REST AREA, LLC**

**1. PARTIES AND DATE.**

This First Amendment to the Cost Sharing Agreement (“First Amendment”) is made and entered into this 5<sup>th</sup> day of June, 2024 by and between the City of Corona (“City”) and Rest Area, LLC, a California limited liability company (“Developer”). City and Developer are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

**2. RECITALS.**

2.1 Agreement. City and Developer entered into that certain Cost Sharing Agreement dated April 5, 2023 (“Agreement”), whereby City and Developer agreed to share costs for the preparation of plans and specifications for the design of certain improvements to the parking lot that serves the Corona South Mall. The City agreed to pay 77% of such costs up to a maximum amount of \$90,000.

2.2 Amendment. City and Developer desire to amend the Agreement for the first time to increase the maximum contribution to be paid by the City for said parking lot improvements.

**3. TERMS.**

3.1 City’s Maximum Fair Share. Section 3.3.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.3.2 City’s Maximum Fair Share. City shall pay up to Seventy-Seven Percent (77%) of the Total Costs of the Project up to a maximum amount of One Hundred Forty-Three Thousand Five Hundred Dollars (\$143,500.00) (“City’s Maximum Fair Share”) as described in Section 3.4 below. The City’s Maximum Fair Share is based upon the percentage of the total square footage of real property in the South Mall that is not owned by Developer.”

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.3 Adequate Consideration. 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.

3.4 Counterparts. 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR FIRST AMENDMENT TO  
COST SHARING AGREEMENT  
FOR CORONA SOUTH MALL PARKING LOT IMPROVEMENTS  
BETWEEN THE CITY OF CORONA  
AND REST AREA, LLC**

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Cost Sharing Agreement as of the 5<sup>th</sup> day of June, 2024.

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

*Attest:* \_\_\_\_\_  
Sylvia Edwards  
City Clerk

**REST AREA, LLC**  
a California limited liability company

By: \_\_\_\_\_  
Shaheen Sadeghi  
Managing Member