

**THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)**

1. PARTIES AND DATE.

This Third Amendment to the City of Corona Historic Civic Center Lease Agreement (“Third Amendment”) is made and entered into this 16th day of February 2022 by and between the City of Corona (“Landlord”) and Corona Historic Preservation Society, a non-profit organization (“Tenant”). Landlord and Tenant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. Landlord and Tenant entered into that certain City of Corona Historic Civic Center Lease Agreement dated February 18, 2016 (“Agreement”), whereby Landlord agreed to provide lease space to Tenant in its property commonly referred to as the “Historic Civic Center” in the Agreement.

2.2 First Amendment. On or about April 5, 2017, Landlord and Tenant entered into that certain First Amendment to the Agreement to: (1) extend the Term for three (3) years, commencing retroactively March 1, 2017 through February 28, 2020; and (2) delegate to the Community Development Director the authority to extend the Term an additional two (2) years under certain terms and conditions.

2.3 Second Amendment. On or about February 29, 2020, Landlord and Tenant entered into that certain Second Amendment to the Agreement to: (1) exercise the final Term extension for two (2) additional years, through February 28, 2022; and (2) to document the Base Rent increase as provided for in Section 3.3.1 of the Agreement. Pursuant to Sections 3.2 and 3.3.1 of the Agreement, the Second Amendment was approved administratively by the Community Development Director, since the changes are under the same terms and conditions as the Agreement.

2.4 Third Amendment. Landlord and Tenant desire to amend the Agreement for the third time to: (1) extend the Term for three (3) years, commencing March 1, 2022 through February 28, 2025, and to delegate to the Community Services Director the authority to determine whether to extend the Term for an additional two (2) one-year terms under the same terms and conditions; (2) increase the Base Rent and CAM; and (3) add Section 3.14.5 to the Agreement to incorporate a new obligation regarding a Repairs and Maintenance Contact List.

3. TERMS.

3.1 Term. Section 3.2 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.2 Term. Unless terminated earlier as provided in Section 5 herein,

the term of this Agreement shall commence on February 18, 2016 (“Commencement Date”) and continue for nine (9) years until February 28, 2025 (“Term”). In addition, Landlord (through its Community Services Director) may, at any time prior to February 28, 2025, and February 28, 2026, respectively, extend the Term in her or his sole discretion for an additional one (1) year terms through February 28, 2026 and February 28, 2027 under the same terms and conditions as provided for herein.”

3.2 Base Rent. Effective March 1, 2022, Section 3.3.1 (Base Rent) of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Base Rent. As a component of Rent, Tenant shall pay to Landlord, Base Rent for leasing the Leased Premises, in the amount of \$0.3644 cents per square foot, or \$76.1596 per month, without offset or deduction (“Base Rent”). The first payment of Base Rent shall be due on the Commencement Date (“Rent Commencement Date”). If the Rent Commencement Date is not on the first (1st) day of a calendar month, then Tenant shall pay to Landlord, on or before the Rent Commencement Date, Tenant’s pro rata share of the Base Rent for that partial month pro-rated on the basis of a thirty (30) day month. Subsequent monthly Base Rent payments shall be due and payable on the first day of each month following the first Base Rent payment. Payment of Base Rent shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Landlord’s rights to the balance of such Rent, regardless of Landlord’s endorsement of any check so stating. Payments will be applied first to accrued late charges and attorney’s fees, second to other outstanding charges or costs, and any remaining amount to Base Rent. Commencing March 1, 2023, Base Rent shall be increased annually by the greater of:

(1) three percent (3%); or

(2) the lesser of: (a) ten percent (10%); or (b) the annual percentage increase in the Consumer Price Index, all Urban Consumers, for the Riverside-San Bernardino-Ontario Area, as determined by the United States Department of Labor Statistics, or its successor, measured using the most recently available published data.”

3.3 Common Area Maintenance Charges. Effective March 1, 2022, Section 3.5 (Common Area Maintenance Charges) of the Agreement is hereby deleted in its entirety and replaced with the following:

3.5 Common Area Maintenance Charges. During the Term, Tenant shall pay Common Area Maintenance (hereinafter “CAM”) charges as a

part of Rent. CAM charges are defined as all expenses incurred by Landlord during each calendar year for the administration, maintenance and operation of the Property, including but not limited to all utilities, cleaning (except for in-suite janitorial service), landscaping, staffing, security, real property taxes, personal property taxes on assets located in the building (excluding personal property taxes paid by Tenant), parking maintenance, special tax assessments, increases in real property taxes, insurance premiums, repairs and maintenance, and other like charges. Tenant's CAM charge shall be determined by multiplying the approximately 209 square feet of floor space of the Leased Premises by \$0.2370 per square foot per month, which equates to \$49.5330 per month. The CAM charges shall be due and payable at the same time as the Base Rent, and shall be increased by three percent (3%) each year on the anniversary of the Commencement Date.

3.4 Repairs and Maintenance Contact List. Effective March 1, 2022, Section 3.14.5 (Repairs and Maintenance Contact List) shall be added to the Agreement to read as follows:

“3.14.5 Repairs and Maintenance Contact List. Tenant shall contact only designated Landlord staff by telephone to report issues with or request services for certain issues, as designated by Landlord. For these purposes, Landlord shall provide an HCC Repairs and Maintenance Contact List to Tenant, a current copy of which is attached hereto as Exhibit “A-3” and incorporated herein by reference.”

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 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 Third Amendment.

3.7 Counterparts. This Third 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 2 PAGES]

LANDLORD'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Historic Civic Center Lease Agreement.

CITY OF CORONA

By: _____
Jacob Ellis
City Manager

Attest: _____
Sylvia Edwards
City Clerk

TENANT'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA HISTORIC PRESERVATION SOCIETY)

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Historic Civic Center Lease Agreement.

CORONA HISTORIC PRESERVATION SOCIETY
a non-profit organization

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A-3"
HCC REPAIRS AND MAINTENANCE CONTACT LIST

HCC REPAIRS AND MAINTENANCE CONTACT LIST		
Department/ Staff Member	Duties	Telephone No.
Community Services/ Community Assistance Manager	City Landlord Representative City/Tenant liaison for lease related matters.	951-739-4963
Community Services/ Parks Supervisor Facility Supervisor	Maintenance services for <i><u>interior and exterior</u></i> of building common areas & within suites.	951-736-2241 (M-Th 7a to 5p) 951-736-2334 Option 3 (Friday and after hours contact PD non- emergency line – they will call stand-by to assist.)
Community Services/ Program Coordinator	City Facility Reservations	951-817-5755
Finance/ Financial Analyst I	Lease Payments	951-736-2317
Information Technology/ Senior Systems Engineer	Internet and Telephone	951- 279-3750
Police Department/ HOPE Team	Transients	951-736-2334 (PD non- emergency line)
UPDATED: 02-16-2022		