

THIRD AMENDMENT TO LEASE
RE: LA SIERRA COMMUNITY CENTER
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND
CALIFORNIA MONTESSORI PROJECT, INC.

THIS THIRD AMENDMENT TO LEASE RE: LA SIERRA COMMUNITY CENTER (hereinafter "Second Amendment") is made and entered into this ____ day of _____, 2023, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.) hereinafter LESSOR and **CALIFORNIA MONTESSORI PROJECT INC.**, a California non-profit public benefit corporation (hereinafter LESSEE) to amend that certain lease agreement between the parties dated July 16, 2013 (hereinafter the Lease).

WHEREAS, LESSEE has exercised its option to extend the term of the Lease for an extended term of five (5) years pursuant to the terms of the lease, as modified herein; and

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Lease between the LESSOR and LESSEE, as follows:

1. TERM. Paragraph 3.A. *Initial Term for Premise "A" and "B"* shall be amended to include the following subsection: (1) Lease Extended Term. The second option for the extended term of this lease has been exercised by Lessee. The initial term of the lease is hereby extended for five (5) years, commencing July 1, 2023, and terminating on June 30, 2028.
2. SECURITY DEPOSIT. The security deposit required by Paragraph No.4 of the Lease shall be amended to **\$94,670.76**. Any additional Security Deposit that has not already been received by the Lessor shall be due and payable by Lessee upon execution of this First Amendment to the Lease. Lessor acknowledges it currently holds **\$80,093.51** in security deposit from Lessee, leaving a balance of **\$14,577.25** due and payable.

3. RENT. Paragraph 5.A. shall be amended to include following paragraph:
Commencing July 1, 2023, LESSEE shall pay LESSOR a Lease Base Rent for the extended term in the amount of **\$94,670.76** per month (based upon **\$1.38** per square foot of 68,602 leased space) The Base Rent shall be inclusive of electricity, gas, water, sewer, refuse removal, common area custodial, landscaping, and insurance, as provided by LESSOR. LESSEE shall be responsible for all telephone, internet, and interior janitorial services with regard to the Leased Premises. Escalations to the Base Rent shall be based on a cumulative annual increase of 3%.

4. REAFFIRMATION. Except as set forth in this Third Amendment, all of the terms and conditions contained in the Lease, First and Second Amendments, and not in conflict with the provisions of this Third Amendment, shall remain in full force and effect for the extended term.

5. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement and any amendments hereto may be executed in several counterparts, and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

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IN WITNESS WHEREOF, the respective parties hereto have executed this Second Amendment to the Lease as of the date first set forth herein and the amendments set forth herein shall be effective as of July 1, **2023**.

CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.)

By _____
Chair, Board of Supervisors, ex-officio
Board of Directors
"LESSOR"

ATTEST:

Clerk of the Board of Supervisors,
ex-officio Clerk of the Board of
Directors of Carmichael Recreation
and Park District

APPROVED AS
TO CONTENT:

District Administrator

CALIFORNIA MONTESSORI PROJECT,
INC.

APPROVED
AS TO FORM:

County Counsel

BY:

Authorized Representative
"LESSEE"