

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT is made and entered into this _____ day of _____, 2023 by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340 (hereinafter referred to as “Tenant”), and THOMAS E. KALJIAN, Trustee of the KALJIAN FAMILY REVOCABLE TRUST (hereinafter referred to as “Landlord”).

RECITALS

WHEREAS, Tenant and Landlord have previously entered into a Lease Agreement dated February 19, 2013 (the “Lease”), a First Amendment to Lease Agreement dated September 21, 2015, and a Second Amendment to Lease Agreement dated March 1, 2018, wherein Tenant leases from Landlord the Premises, located at 450 and 460 Grogan Avenue in Merced; and,

WHEREAS, the parties desire to amend the Lease to extend the term of the lease and increase the rent.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. Section 2 of the Lease, “TERM,” is hereby amended to add the following language:

“The term of this Lease shall be extended for a period of five (5) years from March 1, 2023, through and including February 29, 2028.”

2. Section 3 of the Lease, “RENT,” is hereby amended to add the following language:

“The monthly rent for March 1, 2023, through February 29, 2024, shall be Seven Thousand Six Hundred Dollars (\$7,600.00) per month.

The monthly rent shall be adjusted on March 1st of each year, in accordance with the changes in the State of California Consumer Price Index – All Urban Consumers (CPI). The monthly rent will be increased to an amount equal to the then current rent multiplied by a fraction the numerator of which is the CPI for the month of January immediately preceding the adjustment date, and the denominator of which is the CPI for the month of January 2023; provided however, that the annual rent adjustment increase shall not be less than three percent (3%) per year or greater than eight percent (8%) per year regardless of the actual change in the CPI.”

3. Except as herein amended, the Lease dated February 19, 2013, First Amendment dated September 21, 2015, and Second Amendment dated March 1, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Lease Agreement to be fully executed on the date first herein written.

LESSOR:
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

{Signatures continued on next page}

APPROVED AS TO FORM:

Laurie

Avedisian-

BY: Favini

City Attorney

Digitally signed by: Laurie
Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.04.24 15:59:32 -0700

4/24/23

Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LANDLORD
THE KALJIAN FAMILY
REVOCABLE TRUST

BY: _____
(Signature)

Thomas E. Kaljian, Trustee
(Type Name)

Taxpayer I.D. No. _____

Business License No.: _____

ADDRESS: 645 Pacheco Boulevard
Los Banos, CA 93635

TELEPHONE: (209) 826-8864

FACSIMILE: (209) 826-1846

E-MAIL:

TKaljian@LosBanosRealEstate.com