

**FIRST AMENDMENT TO LEASE AND CARETAKER
AGREEMENT BETWEEN THE CITY OF CUPERTINO
AND THE SANTA CLARA VALLEY AUDUBON
SOCIETY FOR THE McCLELLAN RANCH HOUSE**

This First Amendment to the Lease Agreement between the City of Cupertino and Santa Clara Valley Audubon Society, for reference dated July 1, 2018, is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City"), and SANTA CLARA VALLEY AUDUBON SOCIETY, a California Corporation ("Lessee") whose address for the purposes of this lease is 22221 McClellan Road, and is made with reference to the following:

RECITALS:

- A. On July 1, 2018, an agreement was entered into by and between City and Lessee ("Agreement") for lease of a portion of the property commonly known as "McClellan Ranch House," located at 22221 McClellan Road, McClellan Ranch Park, City of Cupertino, County of Santa Clara, California ("Property").
- B. The Agreement, and this First Amendment to the Agreement, are collectively referred to as the "Agreement" unless otherwise indicated.
- C. Section 3(b), "Option to Renew," of the Agreement provides that "Upon mutual agreement of the City and Lessee, the initial term of this lease may be extended for up to one year, on the same terms, covenants, and conditions of this Lease, except for rent, which shall increase by three percent (3%) during the period of the extended term."
- D. Pursuant to Section 3(b), Lessee gave written notice to the City of its interest in extending the term of the lease and the City agrees to this extension.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. The Term of this Lease Agreement is extended for a period of one (1) year commencing on July 1, 2019 and ending on June 30, 2020.
- 2. For the extended Term, Lessee shall pay monthly rent to the City, without deduction or setoff, of eight hundred and five dollars and forty-six cents (\$805.46) per month, based on a three percent (3%) increase from the initial rent of seven hundred and eighty-two dollars (\$782.00) per month found in Section 4 of the Agreement.
- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of the Agreement to be executed.

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LESSEE

By _____

Title _____

CITY OF CUPERTINO

By _____

Deborah Feng, City Manager

APPROVED AS TO FORM

Heather M. Minner, City Attorney

ATTEST:

Grace Schmidt, City Clerk