

**AMENDMENT TO
LEASE AGREEMENT BETWEEN
THE TOWN OF MAMMOTH LAKES AND
MAMMOTH LAKES FOUNDATION**

PARTIES: The Town of Mammoth Lakes (“Town”) and Mammoth Lakes Foundation (“MLF”) (collectively, the “Parties”) hereby agree to enter into this First Amendment (“First Amendment”) to the agreement between the Parties dated July 1, 2022 and entitled “Town of Mammoth Lakes Lease Agreement with Mammoth Lakes Foundation for Property and Building Located at 100 College Parkway” (“Agreement”) as set forth below. This First Amendment shall be effective as of November 1, 2022 (the “Effective Date”).

AMENDMENTS: The Agreement is hereby amended in the following respects:

Section 2.1 of the Agreement is hereby amended to read as follows:

2.1 **Rent Payments.** The Town shall pay to MLF, as rent, the sum of two thousand two hundred fifty dollars (\$2,250) per month (the “Base Rent Payment”). The first rent payment shall be due and payable on the Commencement Date. Subsequent rent payments shall be due and payable on the 10th day of each calendar month throughout the term of the Lease. Beginning on July 1, 2023, the Base Rent Payment shall increase by three percent (3%) per year. In the event that the Town constructs a childcare center on the Property pursuant to Section 4.7 and the operator of the childcare facility is not a government entity, the Town and MLF shall meet and confer regarding an increase to the Base Rent Payment. It is the intent of the Town and MLF that a private childcare operator pay some amount of rent for the use of the Property to the extent it is financially viable for the operator to do so.

A new Section 4.7 is hereby added to the Agreement, to read as follows:

4.7 **Permitted Uses of the Property.** The Town may use the portions of the Property which are not occupied by Edison Hall, and not depicted in Exhibit B as part of the future MACC site. The Town shall not be obligated to construct any such improvements, and may phase the construction of improvements in its sole discretion. Permitted uses of the non-Edison Hall and non-MACC portions of the Property are as follows:

- i. The Town may construct and operate a dog park on the portion of the Property identified as a dog park site in Exhibit “D”, attached hereto and incorporated herein by reference. The dog park may include amenities such as fencing, water, shade structures, seating, and storage. Notwithstanding the foregoing, in the event that MLF wishes to construct housing on the portion of the Property occupied by the dog park, MLF may require the Town to partially or entirely cease this use upon 120 days’ written notice.

- ii. The Town may construct and operate a parking lot on the portion of the Property identified as a parking lot site in Exhibit D. For avoidance of doubt, this is the eastern portion of the Property, not the existing parking lot adjacent to Edison Hall. The parking lot may be used for any and all uses or facilities on the Property, as well as to provide public parking for users of the Town's Multi-Use Path System.
- iii. The Town may bring portable structures to the Property and install them on the Property in the locations generally identified in Exhibit D as being the site for a childcare center. The Town may permit the Mono County Office of Education or another childcare provider to operate a childcare facility based in the portable structures and on adjacent portions of the Property depicted in Exhibit D as being part of the childcare center footprint.
- iv. With the further written consent of MLF, the Town may construct and operate an outdoor amphitheater on the portion of the Property generally identified in Exhibit D as being the site for an amphitheater. It is intent of the Town and MLF that they would work together to plan the amphitheater in the event that the Town wishes to proceed with an amphitheater.

A new Section 4.8 is hereby added to the Agreement, to read as follows:

4.8 Environmental Review and Compliance with Applicable Law. The Town shall conduct environmental review of any activities it undertakes pursuant to Section 4.7, including without limitation construction and operation of facilities, to the extent required by the California Environmental Quality Act ("CEQA"). The Town shall provide MLF with copies of all environmental documents regarding the Property prepared in compliance with CEQA. The Town shall comply with applicable laws in constructing improvements pursuant to Section 4.7.

A new Section 4.9 is hereby added to the Agreement, to read as follows:

4.9 Construction Plans and Operating Plans. Prior to commencing construction of any improvement pursuant to Section 4.7, the Town shall provide MLF with conceptual site plans and designs for such improvement. To the extent that the Town develops operating plans for constructed improvements, the Town shall provide MLF with copies of such plans.

A new Section 4.10 is hereby added to the Agreement, to read as follows:

4.10 Utility Services and Snow Removal. The Town shall be solely responsible for arranging for and paying for utility service and snow removal service to be provided to any improvements constructed pursuant to Section 4.7. Nothing herein shall affect MLF's responsibilities regarding Edison Hall utility service pursuant to Section 4.5.

A new Exhibit "D" is hereby added to the Agreement, in the form attached hereto and incorporated herein by reference.

INCORPORATION OF FIRST AMENDMENT. From and after the Effective Date of this First Amendment, wherever the term "Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this First Amendment. Except as modified by this First Amendment, the Agreement remains binding on the Parties according to its terms.

COUNTERPARTS. This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one fully executed First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the Effective Date.

TOWN OF MAMMOTH LAKES

MAMMOTH LAKES FOUNDATION

By: _____
Daniel C. Holler
Town Manager

By: _____
Printed Name: _____

Attest: _____
Jamie Gray
Town Clerk

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

CONCEPTUAL DEVELOPMENT PLAN

