

**FIRST AMENDMENT TO LEASE AGREEMENT  
RIVER'S EDGE PET LODGE**

This First Amendment to the Lease Agreement for River's Edge Pet Lodge is made and entered into by and between, the City of Lompoc, a municipal corporation (City), and Tammy R. Mendez and Lawrence E. Mendez (collectively, Lessees).

**WHEREAS**, on October 2, 2007, City and Lessees, entered into that certain Lease Agreement for River's Edge Pet Lodge (the Agreement) whereby Lessees agreed to lease property owned by City for use as a pet lodge; and

**WHEREAS**, City and Lessees wish to amend the Agreement to establish a new rental rate and amend the way in which rent adjustments are made.

**NOW, THEREFORE**, for good and valuable consideration, City and Lessees agree as follows:

1. Section 3 of the Agreement shall be amended to read, as follows:

Rent. Lessees, jointly and severally, agree to pay One Thousand Eight Hundred Sixty-eight Dollars and Twenty-seven Cents (\$1,868.27) per month, effective September 1, 2013, to City at 100 Civic Center Plaza, Lompoc, California, as rent for the use and occupancy of the Premises. Partial months shall not be prorated. Rent is due on the first day of each month while this Lease Agreement is in effect.

A. Rent Adjustments. Effective August 1, 2014, and each August 1, thereafter, during the term of this Lease Agreement, a new monthly rent shall be determined by City and paid by Lessees, jointly and severally, based upon the following:

- (I) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics for the month of or nearest June 1st of each year during the term of this Lease Agreement (the Applicable CPI).
- (II) Effective each September 1st during the term of this Lease Agreement, the monthly rent shall be increased in accordance with the Applicable CPI, plus one percent (1%).
- (III) In the event the Applicable CPI decreases to the point of reflecting a negative figure for any year, the rental rate for the applicable year shall not change.

(IV) If the foregoing index is at any time no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

2. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. The effective date of this First Amendment is September 1, 2013.

**IN WITNESS WHEREOF**, the parties hereto have authorized this Amendment to be executed and entered into on the effective date.

CITY

LESSEES

\_\_\_\_\_  
By: John H. Linn, Mayor

\_\_\_\_\_  
Tammy R. Mendez

\_\_\_\_\_  
Lawrence E. Mendez

Attest:

\_\_\_\_\_  
Stacey Alvarez, City Clerk

Approved As To Form:

By: \_\_\_\_\_  
Joseph W. Pannone, City Attorney