

**FIRST AMENDMENT TO THE OFFICE LEASE AS AND BETWEEN MARINA COAST WATER DISTRICT AND THE FORT ORD REUSE AUTHORITY**

THIS FIRST AMENDMENT TO THE OFFICE LEASE AS AND BETWEEN MARINA COAST WATER DISTRICT AND THE FORT ORD REUSE AUTHORITY (the "Amendment") is made and entered into as of January 13, 2017, by and between the Marina Coast Water District, a California county water district (hereinafter "MCWD"), and the Fort Ord Reuse Authority, a California public agency (hereinafter "FORA").

**RECITALS**

A. MCWD and FORA have entered into that certain Office Lease in July, 2009 (the "Lease"); and

B. The Lease was initially set to expire on the last day of the fifty-seven (57) month following the delivery of the certificate of occupancy to the tenant (the "Lease Term"), commensurate with FORA's anticipated sunset date under its enabling statute; and

C. FORA's enabling statute was amended such that FORA's new sunset date is currently June 30, 2020; and

D. MCWD and FORA desire to amend the Lease in order to revive the Lease, to the extent necessary, and extend the Lease Term;

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained in the Lease and this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, MCWD and CAW hereby agree as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The Recitals set forth above are each incorporated into the body of this Amendment as if set forth in full. Further, any terms, conditions, and obligations set forth in the Lease, not amended or modified by this Amendment shall remain in full force and effect.

2. **Extension of Lease Term.** The parties agree that Section 5.1 of the Lease is hereby amended such that the Lease shall expire at midnight on June 30, 2020 (the "Extended Lease Term").

3. **Integrated Agreement; Modifications.** This Amendment contains all the agreements of the parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Amendment that are not fully expressed herein. In addition, there are no representations, agreements, arrangements

or understandings, either oral or written, between or among the parties upon which any party is relying upon in entering this Amendment that are not fully expressed herein.

4. Severability. If any one or more of the terms, provisions, covenants or conditions of this Amendment are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, the parties agree to amend the terms in a reasonable manner to achieve the intention of the parties without invalidity. If the terms cannot be amended thusly, the invalidity of one or several terms will not affect the validity of the Amendment as a whole, unless the invalid terms are of such essential importance to this Amendment that it can be reasonably assumed that the parties would not have contracted this Amendment without the invalid terms. In such case, the party affected may terminate this Amendment by written notice to the other party without prejudice to the affected party's rights in law or equity.

5. Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Amendment.

6. Representation on Authority of Parties. Each person signing this Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Amendment. Each party represents and warrants to the other that the execution and delivery of the Amendment and the performance of such party's obligations hereunder have been duly authorized and that the Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, this Amendment is executed to be effective as of the date first set forth above.

**FORT ORD REUSE AUTHORITY, a  
public agency:**

By: \_\_\_\_\_  
Michael A. Houlemard, Jr., Executive Director

**MARINA COAST WATER DISTRICT, a  
California county water district:**

By: \_\_\_\_\_  
Keith Van Der Maaten, General Manager