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E.A. File with Reservoir lease
Under previous files
H.S.

DEY 10/23/70
Revised 11/12/70

SECOND AMENDMENT
TO
RAILROAD CANYON RESERVOIR
LEASE AGREEMENT

This SECOND AMENDMENT TO RAILROAD CANYON RESERVOIR LEASE AGREEMENT is made this 30th day of NOVEMBER, 1970, by TEMESCAL WATER COMPANY, a California corporation, herein called "Lessor" and the CANYON LAKE PROPERTY OWNERS ASSOCIATION, a California corporation, herein called "Lessee".

WITNESSETH:

WHEREAS, Lessor and Lessee (as assignee) are parties to that certain Railroad Canyon Reservoir Lease Agreement, dated February 12, 1968, and are parties to that certain Amendment To Railroad Canyon Lease Agreement, dated November 1, 1969, in both cases as Lessor and Lessee, respectively; and

WHEREAS, the parties hereto desire to make further amendments to said lease as is set forth herein.

NOW, THEREFORE, for a valuable consideration, it is agreed as follows:

1. OPTION TO EXTEND TERM.

Lessor hereby grants to Lessee an option to extend the term of said Lease Agreement, dated February 12, 1968 and Amendment dated November 1, 1969, for an additional forty-four (44) years, on the same terms and conditions contained therein, commencing January 1, 2023. Lessee shall have the right to exercise the option to extend the term at any time during the term of the lease by providing written notice to Lessor.

In the event that Lessee, its successors or assigns, shall fail to provide written notice of its intention to exercise the option aforesaid, within the term of the original Lease, said Lease shall continue on a year to year basis on the same terms and conditions of the original lease and the Second Amendment; provided, that Lessor, its successors or assigns, may provide written notice to the Lessee, that the original lease and the Second Amendment thereto shall be terminated within one hundred and twenty (120) days, unless Lessee exercises the option by written notice thereof within said period of one hundred and twenty (120) days.

2. LEASE DEPOSIT.

The deposit mentioned in subparagraph 2 (b) of said Lease Agreement is hereby acknowledged by Lessor to have been paid in full in the total amount of \$151,105.33. Said deposit shall be returned to Lessee, pursuant to subparagraph 2. (b)., upon termination of the original lease term or upon termination of the extended term if such term is extended.

3. MODIFICATION OF PARAGRAPH 3.

Paragraph 3 of said Lease Agreement is hereby modified by striking the figure "30" in the last sentence thereof and inserting in its place the figure "10".

4. NOTICES.

Paragraph 17 of said Lease Agreement is hereby amended to show the addresses of Lessor and Lessee as follows:

"To Lessor: Temescal Water Company
310 North Joy Street
Corona, California 91720"

"To Lessee: Canyon Lake Property Owners
Association
Post Office Box 359
Sun City, California 92381"

5. OTHER TERMS AND CONDITIONS.

Nothing herein contained shall alter or otherwise effect the terms and conditions of said Lease Agreement and said Amendment to Lease except as specifically set forth herein.

IN WITNESSES WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above mentioned.

TEMESCAL WATER COMPANY

By: W. L. Hampton President

By: Robert A. Quinn
ASSISTANT Secretary

CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: Jay Keegan Jr. President

By: Bert Brum Secretary