

## **AMENDMENT NO. 5 TO LEASE AGREEMENT**

This Amendment No. 5 to Lease Agreement ("AMENDMENT"), dated September 1, 2023, 2025 for identification purposes, is made by and between the City of Oceanside, a California Charter City, hereinafter called "CITY" and Vista Community Clinic, a California private non-profit corporation, hereinafter called "LESSEE".

### **RECITALS**

WHEREAS, CITY and LESSEE entered into that certain Lease Agreement, dated **September 3, 2003** ("Original Lease") for a portion of the Property located at 4700 North River Road, upon which is situated the Libby Lake Community Center, Suite A in Building #2, consisting of approximately 2,903 square feet (hereinafter the "Clinic Space") and Suite B in Building #3, consisting of approximately 1,539 square feet (hereinafter the "Teen Center Space"). Said spaces total 4,442 square feet (hereinafter collectively called the "PREMISES"); and

WHEREAS, LESSEE entered into that certain Amendment No. 1, dated **August 7, 2013** ("Amendment No. 1") extending the term of the Lease for an additional ten (10) years and adding another option to extend the term for an additional ten (10) years; and

WHEREAS, LESSEE entered into that certain Amendment No. 2, dated **February 5, 2014** ("Amendment No. 2") expanding the PREMISES by 3,143 square feet to include a career center that is now occupied by the dental clinic, for a revised total of approximately 7,585 square feet; and

WHEREAS, LESSEE entered into that certain Amendment No. 3, dated **February 1, 2017** ("Amendment No. 3") expanding the PREMISES by 626 square feet for classroom space, for a revised total of approximately 8,211 square feet; and

WHEREAS, LESSEE entered into that certain Amendment No. 4, dated **August 9, 2023** ("Amendment No. 4") extending the term for ten (10) years, from **September 1, 2023** through **August 31, 2033**, and adding one (1) option to extend the term for an additional ten (10) years; and

WHEREAS, LESSEE is desirous of further amending the AGREEMENT to expand the PREMISES by 498 square feet for a total of approximately 8,709 square feet.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

## AGREEMENT

The AGREEMENT shall be amended to read as follows:

1. **SECTION 1: PREMISES**, Subsection 1.02 Premises is hereby deleted in their entirety and replaced with the following language:

**1.02 Premises.** CITY hereby leases to LESSEE and LESSEE hereby leases from CITY, in accordance with the terms, conditions, covenants, and provisions of this Lease: Suite A in Building #2, consisting of approximately 2,903 square feet (hereinafter the "Medical Clinic"), Suite A in Building #3, consisting of approximately 3,143 square feet (hereinafter the "Dental Clinic"), Suite B in Building #3, consisting of approximately 1,539 square feet (hereinafter the "Teen Center"), Suite C-1 in Building #3, consisting of approximately 626 square feet (hereinafter the "Classroom Space"), Suite C-2 in Building #3, consisting of approximately 498 square feet (hereinafter the "Expansion Space") for a total of 8,709 square feet (hereinafter collectively called the "PREMISES")."

2. **SECTION 3: PAYMENT**, Subsection 3.02 Rent is deleted in its entirety and replaced with the following language:

### 3.02 Rent.

**3.02.a. Rent Amount.** The total monthly rent due starting **January 14, 2026** for the use and occupancy of the PREMISES shall be **Two Thousand Five Hundred Seventy-Two Dollars and 7/100 Dollars (\$2,572.07)** payable as set forth in Section 3.01. Rent payable to the City for the month of January 2026 will be based on a 30-day month, and prorated accordingly at a rate of **One Thousand Four Hundred Fifty-Seven Dollars and 51/100 Dollars (\$1,457.51)**.

<u>Room Name</u>	<u>Suite</u>	<u>Building</u>	<u>Square Footage</u>	<u>Rent Per Square Foot</u>	<u>Rent per Month</u>
Dental Clinic	A	3	3,143	\$0.45	\$1,414.35
Classroom	C-1	3	626	\$1.03	\$644.78
Expansion Space	C-2	3	498	\$1.03	\$512.94
Teen Center	B	3	1,539	\$0.00	\$0.00
Medical Clinic	A	2	2,903	\$0.00	\$0.00
<b>TOTAL</b>			<b>8,709</b>		<b>\$2,572.07</b>

As to the Teen Center and Medical Clinic, CITY hereby agrees that the programs, services and activities provided by LESSEE are valuable

consideration received from LESSEE, and that the provision of such programs, services and activities shall constitute the rent to be paid by LESSEE for its use of the Medical Clinic and Teen Space in accordance with the terms, covenants, conditions and provisions of this Agreement. Provided, however, LESSEE shall be required to pay its prorata share of Common Area Maintenance Costs as set forth in Section 5 and other costs as set forth in this Agreement.

**3.02.b. Rental Adjustment.** The Rent Amount shall adjust effective September 1, 2027, and annually each September 1<sup>st</sup> through the end of the Term, by two percent (2%) each year. The annual rent adjustment to the Rental Amount shall be computed in accordance with the following definitions and formula:

**Initial Adjustment on September 1, 2027:**

Rent + (Rent x 2%) = Adjusted Rent Amount

For example: \$100 + (\$100 x 2%) = \$102

**Subsequent Adjustments:**

Adjusted Rent Amount + (Adjusted Rent Amount x 2%) = New Rent

For example: \$102 + (\$102 x 2%) = \$104.04

The Rental Adjustments during the Term will be as follows:

<u>Date</u>	<u>Dental Clinic Monthly</u>	<u>Classroom Monthly</u>	<u>Expansion Space Monthly</u>	<u>Teen Center &amp; Medical Clinic Monthly</u>	<u>TOTAL MONTHLY RENT</u>
9/1/2027 - 8/31/2028	\$1,442.64	\$657.68	\$523.20	\$0.00	\$2,623.51
9/1/2028 - 8/31/2029	\$1,471.49	\$670.83	\$533.66	\$0.00	\$2,675.98
9/1/2029 - 8/31/2030	\$1,500.92	\$684.25	\$544.34	\$0.00	\$2,729.50
9/1/2030 - 8/31/2031	\$1,530.94	\$697.93	\$555.22	\$0.00	\$2,784.09
9/1/2031 - 8/31/2032	\$1,561.56	\$711.89	\$566.33	\$0.00	\$2,839.77
9/1/2032 - 8/31/2033	\$1,592.79	\$726.13	\$577.65	\$0.00	\$2,896.57

**3. SECTION 5: COMMON AREAS,** Subsection 5.04.a and Subsection 5.04.b Lessee's Share are deleted in its entirety and replaced with the following language:

**5.04.a. Lessee's Share.** Starting January 14, 2026, LESSEE shall also pay CITY an amount equal to LESSEE'S prorata share of the CAM Costs for the Center and the Buildings common areas in which the PREMISES are located in the amount of sixty-eight point four three percent (68.43%). Said amount is

determined by dividing the PREMISES square feet of 8,709 square feet by the total square feet of the Buildings consisting of 12,726 square feet.

**5.04.b. Lessee's Share.** Starting January 14, 2026, LESSEE will pay **Eight and 37/100 Dollars (\$8.37) per square foot per year** in CAM costs. This amount is subject to change as CITY may adjust this amount at any time based on CITY'S actual expenses. The total amount due for the PREMISES is **\$6,071.72 per month.**

**4. SECTION 7: UTILITIES AND TAXES,** Subsection 7.01 Utilities is deleted in its entirety and replaced with the following language:

**7.01.a.** LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development, occupation and operation of the PREMISES. In the event that the PREMISES or any portion thereof are not separately metered, LESSEE shall pay its prorata share of utilities used by LESSEE in the PREMISES or any portion thereof in proportion to the total utilities used by the occupants of the Buildings sharing any such utilities. LESSEE'S prorata share shall be determined by the CITY in its reasonable discretion. LESSEE shall make such payments to CITY in the same manner as set forth in Section 5 above. In the event CITY, in its discretion, determines that LESSEE is using more utilities than the other occupants in the Buildings in relation to each occupants prorata share of occupied space, the CITY can require a separate meter, submeter or other device be installed at the PREMISES, which shall be at LESSEE'S sole cost and expense.

**7.01.b.** CITY has the option to include the LESSEE'S prorate share of utility costs in the LESSEE'S share of CAM's, as set forth in Section 5.04 above. If CITY chooses to include utility costs in the CAM charges, CITY will estimate the utility expenses for each fiscal year based on the prior fiscal year's actual expenditures. At the end of the fiscal year the CITY may reconcile the utility charges paid by LESSEE against the actual charges incurred by CITY, and bill to the LESSEE the difference applicable to the PREMISES occupied by LESSEE.

**5.** All other terms, conditions, covenants and provisions of the AGREEMENT shall remain in full effect. In the event of any conflict between the terms of the AGREEMENT and this AMENDMENT No. 5, the terms of this AMENDMENT No. 5 shall control.

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IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment.

**CITY**

THE CITY OF OCEANSIDE

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jonathan Borrego  
City Manager

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**LESSEE**

VISTA COMMUNITY CLINIC  
a California private non-profit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT OF LESSEE'S SIGNATURE(S) MUST BE  
ATTACHED**