

ATTACHMENT 1

Proposed Third Amendment to the Lease Agreement
for 1503 and 1507 El Centro Street

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THIRD AMENDMENT TO THE LEASE AGREEMENT

This Third Amendment to the Lease Agreement ("SECOND AMENDMENT") is made and entered into this 21st day of February, 2024 by and between the SOUTH PASADENA HOUSING AUTHORITY, a public body corporate and politic, ("LESSOR") and STEPHEN GODWIN AND SALLY SMYTHE, individuals, jointly and separately, as husband and wife ("LESSEE"). LESSOR and LESSEE shall collectively be known as the "PARTIES".

RECITALS

A. **WHEREAS**, LESSOR's predecessor in interest and LESSEE entered into a Lease Agreement dated November 15, 2009 ("LEASE") concerning the real property located at and commonly known as 1503 and 1507 El Centro, in the City of South Pasadena, Los Angeles County, State of California, which is improved with a building, known as the "nursery" building and a parking lot (the entirety of the real property and improvements is referred to hereafter as the "PROPERTY"); and

B. **WHEREAS**, the LEASE was amended by the Parties by entering into an Amendment to the Lease Agreement ("FIRST AMENDMENT") on July 16, 2014. Among other things, the FIRST AMENDMENT changed the amount of monthly rent payable by LESSEE, and acknowledged the transfer of ownership from the LESSOR'S predecessors in interest to the LESSOR; and

C. **WHEREAS**, the LEASE provided for a term of lease through October 31, 2011, whereafter the LEASE converted to a month-to-month tenancy; and

D. **WHEREAS**, the PARTIES acknowledge that since November 1, 2011, LESSEE has been occupying the PROPERTY on a month-to-month tenancy pursuant to the "Holding Over" provisions of Section 17 Miscellaneous of the LEASE; and

E. **WHEREAS**, the LEASE was amended by the Parties entering into a Second Amendment to the Lease Agreement ("SECOND AMENDMENT") to increase the rent commencing March 1, 2022 and to continue the month-to-month tenancy, subject to all of the covenants, conditions, and obligations contained in the LEASE and FIRST AMENDMENT, to March 31, 2024; and

F. **WHEREAS**, the LESSOR and LESSEE now mutually desire to extend such month-to-month tenancy, subject to all of the covenants, conditions, and obligations contained in the LEASE, FIRST AMENDMENT, and SECOND AMENDMENT, as amended herein.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, Lessor and Lessee mutually agree as follows:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Holding Over: Section 17 Miscellaneous "Holding Over" of the LEASE is amended to read as follows:

Holding Over

LESSEE has held tenancy as a hold over month-to-month tenancy since November 1, 2011. LESSEE may continue to hold tenancy as a hold over month-to-month tenancy until termination, provided that LESSEE shall have no right to hold over beyond June 30, 2025. Such holding over shall be construed to be a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. LESSEE may terminate the LEASE by giving LESSOR thirty days written notice of termination. LESSOR may terminate the LEASE by giving LESSEE sixty days written notice of termination. The rent shall be increased to \$2,925.00 per month during these hold over periods, commencing March 1, 2022.

The remainder of Section 17 shall remain unchanged.

SECTION 3. Additional Remaining terms: all other terms of the existing LEASE, FIRST AMENDMENT, and SECOND AMENDMENT not expressly or impliedly amended by this THIRD AMENDMENT shall remain unchanged and in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LESSEE:

Stephen Godwin

Sally Smythe

LESSOR:

Arminé Chaparyan, Executive Director

Approved as to form:

Roxanne M. Diaz, City Attorney

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