

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") is hereby entered into on this ___ day of _____, 2016 by and between the CITY OF CATHEDRAL CITY, a California municipal corporation ("Grantor"), and KIMERA LEWIS, a sole proprietor operating The Dance Program, ("Grantee"), as follows:

RECITALS

- A. Grantor and Grantee entered into a License Agreement for Grantee's use of certain real property owned Grantor on August 10, 2011 ("Agreement"). The real property that is the subject of the Agreement is located at 68-707 and 68-727 East Palm Canyon Drive ("Premises") and is more particularly described in the Agreement.
- B. Grantor now desires to use the Premises for other purposes and provide the Grantee with assistance in relocating its operations to a new location.
- C. This First Amendment amends the Agreement to provide a fixed termination date by which the Grantee must vacate the Premises, and provides for relocation assistance that the Grantor will provide to the Grantee.
- D. This First Amendment is in the public's interest in that the Grantee offers dance instruction to the public at reasonable costs in lieu of the Grantor offering such instruction through City operated parks and recreation program.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **TERM.** Section 3 of the Agreement is amended to read as follows:

"3. **Term.** The term of this License shall commence on July 1, 2011 and shall expire on July 31, 2016, unless sooner terminated as provided herein (the "Term"). Grantee must cease all use of the Premises and remove all of its personal property from the Premises on or before July 31, 2016."

2. **REVENUE SHARING.** Section 8 of the Agreement is amended to add the following sentence to the end of the section:

"Notwithstanding the foregoing, Grantor waives its right to receive a share of the revenues generated by Grantee in the months of March, April, May, June and July of 2016."

3. **RELOCATION ASSISTANCE.** A new Section 22 is added to the Agreement to read as follows:

"22. **Relocation Assistance.** Upon full execution of the First Amendment to this License, Grantor shall provide Grantee with five thousand dollars (\$5,000.00) to assist Grantee

with the costs of relocating its dance programs to a new facility. Thereafter, Grantor shall provide up to nineteen thousand two hundred dollars (\$19,200.00) to Grantee during fiscal year 2016/17 to further assist the Grantee with the increased operational costs it will incur by relocating to a new facility. The nineteen thousand two hundred dollars (\$19,200.00) will be paid to Grantee in three (3) installments of six thousand four hundred dollars (\$6,400.00) on or after October 1, 2016, January 1, 2017 and April 1, 2017. Grantee will only be entitled to a distribution of funds from Grantor if Grantee is open for business at a facility located in Cathedral City.”

4. **WAIVER.** A new Section 23 is added to the agreement to read as follows:

“23. **Waiver.**

a. Grantee agrees that the financial assistance provided by Grantor in Section 22 and in the final sentence of Section 8 is adequate to compensate Grantee for its relocation costs. Grantee hereby waives any rights it may have to seek additional compensation from Grantor under the California Relocation Assistance Law (Government Code section 7260 et seq.) or any other state or federal laws or regulations, and releases the Grantor from any obligation under said laws to provide relocation assistance in excess of the amounts provided in Sections 22 and 8 of this License.

b. Waiver by any Party to this License of any term, condition, or covenant of this License shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this License shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this License.”

5. **GENERAL PROVISIONS.**

(a) **Remainder Unchanged.** Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

(b) **Integration.** This First Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

(c) **Effective Date.** This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the Grantor and Grantee.

(d) **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

(e) **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

GRANTOR:

THE CITY OF CATHEDRAL CITY

By: _____
Charles P. McClendon, City Manager

ATTEST:

Gary F. Howell, City Clerk

APPROVED AS TO FORM

Eric S. Vail, City Attorney

GRANTEE:

KIMERA LEWIS

Kimera Lewis

NOTE: GRANTEE'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO GRANTEE'S BUSINESS TYPE