

RECORDING REQUESTED BY)
AND, WHEN RECORDED, MAIL TO:)

City of Pasadena)
100 N. Garfield Avenue)
Pasadena, California 91109)

Attention: City Clerk)

[Space above this line for Recorder's use only.]

APN: 5823-003-911

Address: a portion of parcel of land in that portion of Lot 1 of the Subdivision of Rancho La Canada, in the City of Pasadena; County of Los Angeles, State of California, as shown on map recorded in Book 4, page 351 of Miscellaneous Records in the office of the Recorder of Said County of Los Angeles, as said portion was conveyed to the Metropolitan Water District of Southern California by deed recorded in Book D4786, page 725 of the official records in the offices of the Recorder of said County of Los Angeles, said parcel of land being only a portion of above more particularly described in the Legal Description in the attached Exhibit A, and the attached Exhibit B depicting the Premises as Lease Area 1.
Pasadena, California 91103

EXEMPT FROM RECORDING FEE
PURSUANT TO GOVERNMENT
CODE SECTIONS 6103 AND 27383.

(CITY AGREEMENT No. 23,641)
Rose Bowl Riders
Tenth Amendment to Lease Agreement
MWDOSC RL No. 270; Plant Site Parcel 1602-1-1

On this 12th day of JUNE, 2023, CITY OF PASADENA, a municipal corporation ("Landlord") and The Rose Bowl Riders, a California corporation, authorized to conduct business in the State of California, ("RBR") have entered into this Tenth Amendment to MWDOSC RL No. 270 Lease Agreement 270 ("Amendment").

RECITALS

The predecessor of the Landlord and RBR entered into a written Lease Agreement, dated November 5, 1970, amended by that First Amendment to Lease Agreement dated October 22, 1973, further amended by that Second Amendment to Lease Agreement, dated circa 1978, further amended by that Third Amendment to Lease Agreement, dated September 22, 1983, further amended by that Fourth Amendment to Lease Agreement, dated July 3, 1995, further amended by that Fifth Amendment to Lease Agreement, dated October 31, 2000, further amended by that Sixth Amendment to Lease Agreement, dated November 1, 2001, further amended by that Seventh Amendment to Lease Agreement, dated November 23, 2002, further amended by that Eighth Amendment to Lease Agreement, dated October 31, 2003, and further amended by that Ninth Amendment to Lease Agreement, dated 2-10-22, 2021 (collectively the "Lease") in which Landlord's predecessor leased to RBR land as described in the Lease for horse riding arenas, horse corrals, horse shows, stable areas, and related equestrian purposes.

The term of the Lease Agreement, as amended by the Ninth Amendment, expired on December 31, 2021. RBR has held over in possession of the Premises after such expiration of the term. In accordance with the applicable provisions of the Ninth

JP

RBR

Amendment, the parties acknowledge and agree that such hold over in possession has been and continues until the effective date of this Tenth Amendment to be from month to month, with rent payable equal to the Base Annual Rental prorated for such hold over period. The amount of such hold over rent from January 1, 2022, through June 30, 2023, due and payable to Landlord is the total sum of \$22,500. It shall be a condition precedent to the effectiveness of this Tenth Amendment that such hold over rent be paid to Landlord in full on or before the execution of this Tenth Amendment by RBR.

The parties desire to amend the Lease to reflect the extension of the Term upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term** - Section 3 of the Lease is hereby deleted and replaced to read as follows:

July 1, 2023 – December 31, 2023; unless earlier terminated by the terms of the Lease. If RBR holds over after the expiration of the term hereof, such tenancy shall be from month-to-month only, with rent payable equal to the base annual rental rate prorated for the period of such holdover. Such month-to month tenancy shall be subject to every other applicable term, covenant and agreement contained herein, and may be terminated by either party upon thirty (30) days' written notice.

2. **Rental** - Section 4 of the Lease is hereby deleted and replaced to read as follows:

RBR will pay for all costs associated with the use of the Premises since January 1, 2022 (prior to the Commencement of the 10th Amendment Term, since the Tenant has been in possession of the Premises on a holdover basis since January 1, 2022) on a true triple net lease and pay the following base rent:

Use Period	Actual Annual Base Rental Rate
January 1, 2022-December 31, 2023	\$15,000.00 per calendar year (prorata based upon the Term of the 10 th Amendment. Any amounts paid by the Tenant during the 9 th Amendment's holdover period (from January 1, 2022 to the rent commencement of the 10 th Amendment) shall be credited toward the 9 th Amendment's Holdover Annual Base Rental Rate.

3. **Utilities** - RBR will pay for all of its consumption of utilities, except for unmetered water; which will be included in the base rent until new water meters are installed and billing has commenced; the intent of the City is to install separate water meters and thereafter have RBR pay for all of its actual utility consumption within the Premises.

4. **Insurance** - Section 11.A of the Lease is hereby deleted and replaced to read as follows:

RBR and all 3rd party independent operators (Myrtle Hill Farms, and other users/horse trainers) shall continue to provide proof of insurance and required endorsements (for example, but not limited to Additional Named endorsement) to the Landlord and conform to all Landlord's current standard insurance requirements (as may be changed by the Landlord from time to time) as set by the Landlord's risk management department, and as initially set forth in the Insurance Requirements attached to the Ninth Amendment to Lease Agreement as Exhibit C; provided however that for the term of the Lease pursuant to this Tenth Amendment to Lease, *Section 1 of said Exhibit C under Minimum Scope and Limit of Insurance, dealing with Commercial General Liability, is hereby deleted and replaced to read as follows:*



"Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit, no less than \$4,000,000. The policy shall include broad form contractual liability coverage."

Pasadena will provide liability insurance for public access and use of the main arena, clubhouse and picnic areas during scheduled public events. The Landlord will indemnify Rose Bowl Riders for any damages to RBR to the extent caused by such public events, provided however that such indemnification should exclude Landlord liability to the extent of RBR or third party user negligence or in the case of willful misconduct of RBR or any third party user stemming from public access during a scheduled public event. A Pasadena Equestrian Waiver will be developed in a form satisfactory to both parties.

RBR shall continue to provide Landlord with evidence of satisfaction of all such insurance requirements including required endorsements upon demand or at the expiration of the current coverage and all such required policies shall be in effect the earlier of: 1) the date of actual use by RBR, MHF, any other trainers, or 3rd party user or, 2) on or before the execution of this Amendment by RBR.

5. **Indemnity** - *Section 11.B of the Lease is hereby deleted and replaced to read as follows:*

RBR and all 3rd party independent operators (Myrtle Hill Farms, and other users/horse trainers) shall indemnify, defend (with counsel approved by Landlord) and hold harmless Landlord and Landlord's officers, employees, elected and appointed representatives, agents and contractors ("Indemnitees") from and against all claims, liabilities, damages, losses, expenses, costs and judgments attributable to or arising from (i) RBR's use of the Premises, and (ii) RBR's use or storage in the Premises of any hazardous or toxic substance, whether or not classified as a hazardous or toxic substance, except to the extent of the gross negligence or willful misconduct of Landlord. The provisions of this Section 11.B shall survive the termination or expiration of the Term of this Lease for any event occurring or arising prior to such termination. The obligations of RBR and all 3rd party independent operators (Myrtle Hill Farms, and other users/horse trainers) under this Section 11.B shall include reasonable attorney fees, investigation costs and all other reasonable costs arising hereunder.

6. **12. No Assignment or Subleasing** - *Section 12 of the Lease is hereby deleted and replaced to read as follows:*

Assignment or subleasing of any part of the Premises by RBR will not be permitted by Landlord. While the Landlord may temporarily allow, under the current Lease's use clause, the Tenant to enter into agreements (with Myrtle Hill Farm or other trainers/operators/users) for the use of any part of the Premises without the Landlord's prior permission, the Landlord reserves the right to terminate, without notice, any use that the Landlord does not approve of in any way without cause. Without estoppel, the Landlord reserves the right to terminate all actual non-Tenant uses (which will be defined as a Default under the Lease) and require pre-approval of any past or future agreement entered into by the Tenant related to any use of the Premises.

7. **Additional RBR Obligations:** This Tenth Amendment to Lease Agreement and RBR's use of the Premises pursuant hereto is expressly limited and conditioned upon the satisfactory performance by RBR of the obligations of RBR during the Term of this Tenth Amendment to Lease Agreement as set forth in the "Operating Addendum to the Lease with Rose Bowl Riders" attached hereto, labeled Exhibit D and incorporated herein by this reference. RBR acknowledges and agrees that RBR shall timely perform such City Horse Riding Lesson Scholarship and other Requirements during the Term of this Tenth Amendment to Lease Agreement. All 3rd party independent operators/users (Myrtle Hill Farms, and other users/horse trainers) that use City of Pasadena owned land or operate upon City-owned land within the RBR's Premises are expected to provide their

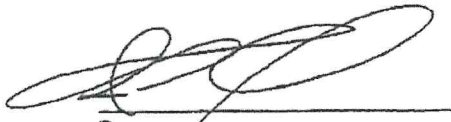


own independent public benefit for the residents of the City of Pasadena proportionality to their use of the City-owned land. Said public benefit contribution from each operator/user of City-owned land will be independently reviewed and evaluated by the Parks, Recreation and Community Services Department of the City of Pasadena.

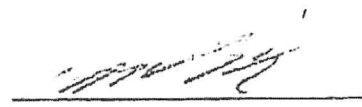
All remaining terms and conditions contained in the Lease shall remain in full force and effect except for the items listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

Rose Bowl Riders
a California corporation



By:
Its: *SECRETARY*



By:
Its: *VIC PRESIDENT*

City of Pasadena
a municipal corporation



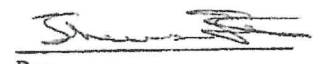
By: *NICHOLAS G. RODRIGUEZ*
City Manager Assistant City Manager

Attest:



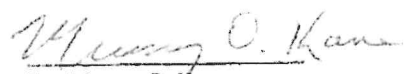
By: *Mark Jomsky, CMC*
City Clerk

APPROVED AS TO FORM:



By:
Its: Assistant City Attorney

APPROVED AS TO FORM:



By: *Murray O. Kane*
Kane, Ballmer, Berkman
Its: City Outside Counsel

