

**FIRST AMENDMENT TO TENNIS COURT FACILITIES
JOINT USE AGREEMENT**

This FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into as of the ____ day of August, 2007, by and between the CITY OF AGOURA HILLS, a California municipal corporation (“City”), THE AGOURA HILLS REDEVELOPMENT AGENCY (“Agency”) and the LAS VIRGENES UNIFIED SCHOOL DISTRICT, a California public school district (“District”), and with respect to the following recitals:

A. WHEREAS, City, Agency and District entered into the Tennis Court Facilities Joint Use Agreement (“Agreement”) on June 27, 2007;

B. WHEREAS, Section 2 (Term) of the Agreement currently provides that the tennis court facilities at Agoura High School shall open no later than November 1, 2007 (“Opening Date”).

C. WHEREAS, the parties have been informed that to complete the Tennis Court Project by November 1, 2007 would involve the interruption of the Agoura High School girls’ tennis program.

D. WHEREAS, the parties do not wish to interrupt the Agoura High School girls’ tennis program;

E. WHEREAS, City, Agency, and District now wish to modify the Agreement to extend the Opening Date of the tennis court facilities from November 1, 2007 to January 30, 2008 to allow for additional time to complete the Tennis Court Project to avoid interruption of the Agoura High School girls’ tennis program.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

1. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

“2. TERM.

Except as provided herein, the term of this Agreement (“Term”) shall be for a period of ten (10) years, commencing on June 27, 2007 (“Commencement Date”) and expiring on June 30, 2017, provided that the Joint Facilities are completed and open not later than January 30, 2008 (“Opening Date”). In the event the Joint Facilities do not open by January 30, 2008 and the parties have not renegotiated the Opening Date, this Agreement shall be deemed null and void and the parties shall have no further obligations to each other under this Agreement.”

2. Section 3 (Agency Obligations) of the Agreement shall be amended by adding a subsection B (Retention of Funds Upon Completion) to read as follows:

“B. Retention of Funds Upon Completion. Agency shall retain and withhold from District the full amount of redevelopment funds due to District pursuant to the pass through agreement for the upcoming 2007/08 fiscal year until the completion of the Tennis Court Project. No later than thirty (30) days after the completion of the Tennis Court Project, Agency shall: (i) disburse funds in the amount of two hundred seventy thousand dollars and zero cents (\$270,000.00) to City as reimbursement for the costs of the Tennis Court Project, as agreed to by District in subsection A of Section 4 of this Agreement; and (ii) disburse to District any balance of pass through agreement funds that remains after City is reimbursed the amount of two hundred seventy thousand dollars and zero cents (\$270,000.00).

3. Section 4 (District Obligations) of the Agreement shall be amended by adding a subsection E (Consent) to read as follows:

“E. Consent. District hereby consents to the commencement of the Tennis Court Project and grants to City, its designees and its contractors a license to access the Agoura High School property for the purpose of constructing and completing the Tennis Court Project.”

4. All other provisions of the Agreement remain unchanged.

5. The Recitals are incorporated herein as though set forth in full.

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

CITY OF AGOURA HILLS, CALIFORNIA

Date: _____, 2007

By: _____
Dan Kuperberg, Mayor

ATTEST:

By: _____
Kimberly M. Rodrigues, City Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
Craig A. Steele, City Attorney

AGOURA HILLS REDEVELOPMENT AGENCY, CALIFORNIA

Date: _____, 2007

By: _____
John Edelston, Agency Chairperson

ATTEST:

By: _____
Kimberly M. Rodrigues, Agency Clerk

APPROVED AS TO FORM AND CONTENT:

By: _____
Craig A. Steele, Agency Counsel

LAS VIRGENES UNIFIED SCHOOL DISTRICT

Date: _____, 2007

By: _____
Superintendent, Las Virgenes
Unified School District

ATTEST:

By: _____
Secretary, Las Virgenes
Unified School District

APPROVED AS TO FORM AND CONTENT:

By: _____
District Counsel