

**First Amendment to Lease  
Between  
The Housing Authority of the County of Contra Costa  
And  
County of Contra Costa  
For  
94A MEDANOS AVENUE  
BAY POINT, CALIFORNIA**

This First Amendment to Lease is dated \_\_\_\_\_, 2012, and is between THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, a public agency (the “**Lessor**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

A. The Lessor and the County are parties to a lease dated March 18, 2008, under which the County is leasing approximately 3,800 square feet of space consisting of a classroom, a multi-purpose room, bath rooms, a kitchen, the fenced land, and 5,000 square feet of adjacent outdoor play area commonly known as the Lavonia Allen Child Care Development Center, 94A Medanos Avenue, Bay Point, California, (the “**Lease**”).

B. The parties desire to amend the Lease to extend the term, modify the rent, delete the lease extension provision, and update the addresses of both parties for noticing.

The parties therefore agree as follows:

Agreement

1. Section A.3. TERM, is deleted in its entirety and replaced by the following:

A.3. TERM: The term (“**Term**”) of the Lease is nine (9) years and three (3) months commencing April 1, 2008, and ending June 30, 2017.

2. Section A.4. RENT, is deleted in its entirety and replaced by the following:

A.4. RENT: County shall pay a monthly rent (“**Rent**”) to Lessor for the use of the Premises, payable in advance on the first ( 1<sup>st</sup>) day of each month during the Term of this Lease, as follows:

<u><b>Rent Period</b></u>	<u><b>Monthly Rent</b></u>
April 1, 2008 through March 31, 2009	\$550.00
April 1, 2009 through March 31, 2010	\$560.00
April 1, 2010 through March 31, 2011	\$570.00
April 1, 2011 through March 31, 2012	\$580.00

April 1, 2012 through June 30, 2012	\$590.00
July 1, 2012 through June 30, 2013	\$600.00
July 1, 2013 through June 30, 2014	\$610.00
July 1, 2014 through June 30, 2015	\$620.00
July 1, 2015 through June 30, 2016	\$630.00
July 1, 2016 through June 30, 2017	\$640.00

Payments are to be made payable to The Housing Authority of the County of Contra Costa and mailed to Attn: Fiscal Department, P. O. Box 2759, Martinez, CA 94553.

3. Section A.5. EXTENSION, is deleted in its entirety.
4. Section A.9. NOTICES, is deleted in its entirety and replaced by the following:

A.9. NOTICES: All notices given hereunder are to be in writing and will be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To Lessor: The Housing Authority of the County of Contra Costa  
3133 Estudillo Street  
Martinez, CA 94553  
Facsimile: (925) 372-3678

To County: Contra Costa County  
Public Works Department  
Attn: Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553-4825  
Facsimile: (925) 646-0288

5. All other terms of the Lease remain unchanged.

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Landlord and County are causing this First Amendment to Lease to be executed as of the date set forth in the introductory paragraph.

6. Signatures

**COUNTY**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

**LESSOR**

THE HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, a public agency

By \_\_\_\_\_  
Rudy Tomayo  
Executive Director

**RECOMMENDED FOR APPROVAL:**

JULIA R. BUEREN, Director of Public Works

By: \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Senior Real Property Agent

**APPROVED AS TO FORM:**

SHARON L. ANDERSON, County Counsel

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel