

**First Amendment to Lease  
Between  
The Housing Authority of the County of Contra Costa  
And  
County of Contra Costa  
For  
321 ORCHARD DRIVE  
BRENTWOOD, CALIFORNIA**

This first amendment is dated \_\_\_\_\_, 2013, 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 is the owner of certain land located in Brentwood, California, having Assessor's Parcel No. 012-142-016 (the "**Land**").
- B. The Land has at least two addresses, one is 321 Orchard Drive, Brentwood, California (the "**Premises**"), and another is 321C Orchard Drive, Brentwood, California. The County leases the Premises from the Lessor under a lease dated May 25, 1993, as extended pursuant to a Renewal of Lease dated September 1, 2003 (the "**Lease**"). The Premises consists of approximately 6,650 square feet of land along the east line of Orchard Drive. The Premises has been improved with a 6-stall parking lot and a fenced playground area. There is a modular building that is owned by the County on the Premises. The modular building houses the operations of the Los Nogales Head Start.
- C. The parties desire to amend the Lease to extend the term, modify the rent, delete the lease extension provision, and update the addresses to which notices should be sent.

The parties therefore agree as follows:

**Agreement**

- 1. Section A.7. TERM, is deleted in its entirety and replaced by the following:
  - A.7. TERM: The term of this Lease is twenty-three (23) years and ten (10) months commencing September 1, 1993, and ending June 30, 2017.
- 2. Section A.5. RENT, is deleted in its entirety and replaced by the following:
  - A.5. RENT: No later than sixty (60) days following the execution of this Lease, the County shall pay to the Lessor, as rent, Five Hundred Dollars (500.00) for the period beginning September 1, 1993, and ending December 31, 1993.

Commencing January 1, 1994, the County shall pay rent to the Lessor annually, in one lump sum, on or before April 1<sup>st</sup> of each year, as follows:

- A. For the period commencing January 1, 1994, and ending December 31, 2002, One Thousand Five Hundred Dollars (\$1,500.00).
- B. For the period commencing January 1, 2003, and ending March 31, 2013, One Thousand Nine Hundred Dollars (\$1,900.00).

Commencing April 1, 2013, the County shall pay rent to the Lessor monthly in advance in the amount of One Hundred Sixty Dollars (\$160.00).

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

- 3. Section A.8. EXTENSION, is deleted in its entirety.
- 4. Section A.11. NOTICES, is deleted in its entirety and replaced by the following:

A11. 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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Lessor and County are causing this first amendment 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

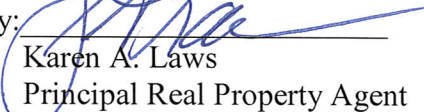
**LESSOR**

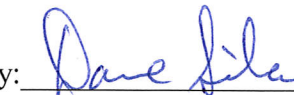
THE HOUSING AUTHORITY OF THE  
COUNTY OF CONTRA COSTA, a public  
agency

By \_\_\_\_\_  
Joseph Villarreal  
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