

**FIRST AMENDMENT TO LEASE  
BETWEEN CONTRA COSTA COUNTY AND WEST COAST AIR SPORTS, INC**

This first amendment is dated \_\_\_\_\_, 2018 (the “**First Amendment**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**Lessor**”), and West Coast Air Sports., a California corporation (“**Tenant**”).

**Recitals**

- A. Lessor owns and operates Byron Airport, a public airport located in Byron, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (the “**Director of Airports**”).
- B. Under a lease dated November 4, 2008, the County leased approximately 0.86 acres of land and an approximately 5,000 square foot hangar located in the vicinity of the Airport to Aerosports, Inc., dba Bay Area Skydiving (“**Aerosports**”) (the “**Lease**”). The site that is the subject of the Lease is now commonly known as 6901 Falcon Way, Byron, California, and is more fully described in Exhibit A to the Lease (the “**Premises**”). A site plan of the Premises is shown on Exhibit B attached hereto.
- C. Under an Assignment of Lease Agreement dated \_\_\_\_\_, 2018, Aerosports assigned the Lease to Tenant.
- D. Lessor and Tenant desire to amend the Lease in order to update the address of the Premises and to incorporate Exhibit B into the Lease.

The parties therefore agree as follows:

**Agreement**

- 1. The Recitals set forth in this First Amendment are a part of the Lease.
- 2. Exhibit B is hereby incorporated into the Lease.
- 3. Section 3. Premises is deleted in its entirety and replaced with the following:

3. **PREMISES**

For and in consideration of the rent and faithful performance by Tenant of the terms and conditions and the mutual covenants hereof, County does hereby lease to Tenant and Tenant hereby leases from County, subject to all easements and encumbrances of record, and subject to certain restrictions described herein, the Premises. Tenant may access the Airport taxiways and runways through the west side gate shown on Exhibit B and Tenant shall utilize a “Drop Zone” specified by the Director of Airports. The “Drop Zone” may be modified from time to time by the Director of Airports in the interest of safety. If the Director of Airports determines that no safe “Drop Zone” can be located on Airport property, the Director of Airports may require the Tenant to establish a “Drop Zone” off of Airport property outside of the Airport air traffic area.

4. All other terms of the Lease remain unchanged.

The parties are signing this First Amendment as of the date and year first above written.

**LESSOR:**

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

By: \_\_\_\_\_  
Name: Keith Freitas  
Title: Director of Airports

**TENANT:**

**WEST COAST AIR SPORTS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Name: Beth Lee  
Title: Assistant Director of Airports

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Name: Karen Laws  
Title: Principal Real Property Agent

**APPROVED AS TO FORM:**

Sharon L. Anderson,  
County Counsel

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