FIRST AMENDMENT TO LEASE

Agriculture Department 3020 Second Street, Knightsen, CA 94548

This first amendment is dated April 9, 2019, and is between the CONTRA COSTA COUNTY FARM BUREAU, a private non-profit corporation ("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 April 1, 2015, under which the County is leasing approximately 896 square feet in the building located at 3020 Second Street, Knightsen, California (the "Lease").
- B. The parties desire to extend the term, modify the extension option, and update the rent payable under the Lease.

The parties therefore agree as follows:

Agreement

- 1. Section 2. <u>Term</u> is deleted in its entirety and replaced with the following:
 - 2. <u>Term.</u> The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.
 - a. <u>Initial Term</u>. The "**Initial Term**" is three years, commencing on April 1, 2019 (the "Commencement Date") and ending March 31, 2022.
 - b. <u>Renewal Terms</u>. County has two options to renew this lease for a term of one year each (the "**Renewal Term**") upon all the terms and conditions set forth herein.
 - i. County will provide Lessor with written notice of its election to renew the Lease sixty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County's receipt of Lessor's written demand that County exercise or forfeit the option to renew.
 - ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. <u>Rent.</u> County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

	Period	Monthly Rent
	April 1, 2015 – March 31, 2016 April 1, 2016 – March 31, 2017 April 1, 2017 – March 31, 2018 April 1, 2018 – March 31, 2019 April 1, 2019 - March 31, 2020 April 1, 2020 - March 31, 2021 April 1, 2021 - March 31, 2022	\$1,250.00 \$1,287.00 \$1,326.00 \$1,366.00 \$1,407.00 \$1,449.00 \$1,492.00
b.	First Renewal Term.	
	April 1, 2022 - March 31, 2023	\$1,537.00
c.	Second Renewal Term.	
	April 1, 2023 - March 31, 2024	\$1,583.00

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

3. All other terms of the Lease remain unchanged.

[Remainder of Page Intentionally Left Blank]

The parties are executing this first amendment as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a political subdivision of the State of California		CONTRA COSTA COUNTY FARM BUREAU, a private non-profit corporation	
Ву:	Brian M. Balbas Director of Public Works	By:	Waynee Reeves President
RECC	OMMENDED FOR APPROVAL:	By:	John Viano
Ву:	Karen A. Laws		First Vice President
Ву:	Principal Real Property Agent Julin Peres Senior Real Property Agent		
	OVED AS TO FORM ON L. ANDERSON, COUNTY COUNSEL		
Ву:	Kathleen M. Andrus	us	

\PW-DATA\grpdata\realprop\Julin\New Leases 2019\Knightsen\3020 Second St_ First Amendment to landlord_V1.doc

Deputy County Counsel