

First Amendment to Lease

This first amendment to lease is dated December 10, 2019 and is between Frank E. Nunes, Trustee of the Nunes Family Trust, (the “**Lessor**”) and the Contra Costa County Fire Protection District (the “**District**”).

Recitals

- A. The Lessor and the District are parties to a lease dated April 28, 2015, under which the District is leasing from Lessor an approximately 1,600 square foot one-story building located at 1019 Garcia Ranch Road, Briones Valley in unincorporated Martinez, California (the “**Lease**”).
- B. The Lease expires by its terms on December 31, 2019. The parties desire to amend the Lease to provide the District with the ability to renew the Lease for a term of two years for each renewal period.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:
 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at District’s election, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” is six years, commencing on January 1, 2014, and ending December 31, 2019.
 - b. Renewal Terms. District has two options to renew this lease for a term of two years for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
 - i. District will provide Lessor with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if District fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after District’s receipt of Lessor’s written demand that District exercise or forfeit the option to renew.
 - ii. Upon the commencement of a 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 amended as follows to reflect the monthly rental rates that will apply if the District elects to renew the Lease:

- b. First Renewal Term. District shall pay Rent to Lessor monthly in advance during the first Renewal Term as follows:

<u>Period</u>	<u>Monthly Rental</u>
January 1, 2020 through December 31, 2020	\$2,000.00
January 1, 2021 through December 31, 2021	\$2,060.00

- c. Second Renewal Term. District shall pay Rent to Lessor monthly in advance during the second Renewal Term as follows:

<u>Period</u>	<u>Monthly Rental</u>
January 1, 2022 through December 31, 2022	\$2,122.00
January 1, 2023 through December 31, 2023	\$2,186.00

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.

Payments are to be mailed to: Contra Costa Federal Credit Union, 1111 Pine Street, Martinez, California 94553, Account No. 10675 or to any other location as may be designated by Lessor.

3. Section 5. Obligation to Pay Utilities. is deleted in its entirety and replaced with the following:

Section 5. Obligation to Pay Utilities. District shall pay for all gas, electricity and refuse collection services provided to the Premises. Lessor shall pay for all water and sewer.

4. All other terms of the Lease remain unchanged.

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5. Landlord and District are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

DISTRICT

CONTRA COSTA COUNTY
FIRE PROTECTION DISTRICT

By _____
Lewis T. Broschard III
Fire Chief

LESSOR

FRANK E. NUNES

By _____
Frank E. Nunes, TRE

RECOMMENDED FOR APPROVAL:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

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