

FIRST AMENDMENT TO LEASE

Contra Cost County Public Defender's Office
Alternate Defender's Division
627 Ferry Street, Martinez, California

This first amendment is dated _____ and is between PAMELA BISIO DESPRES, SURVIVING TRUSTEE OF THE AMENDED AND RESTATED BART A. BISIO AND JANE L. BISIO REVOCABLE TRUST DATED NOVEMBER 8, 2000, AND EARL D. DUNIVAN, JR. AND WENDY DUNIVAN, CO-TRUSTEES OF THE EARL AND WENDY DUNIVAN FAMILY TRUST (together, the Successor **Lessor**) and the County of Contra Costa, a political subdivision of the State of California (the "**County**").

Recitals

- A. Lessor is the owner of a building located at 627 Ferry Street in Martinez, California (the "**Building**"). The Building was previously owned by the Jane L. Bisio and Pamela Bisio Despres, Trustees of the Amended and Restated Bart A. Bisio and Jane L. Bisio Revocable Trust dated November 8, 2000, and Earl D. Dunivan, Jr. (the "**Prior Owner**"). Lessor is the successor-in-interest to the Prior Owner.
- B. As a result of the above-referenced change in the ownership of the Building, Lessor and County are parties to a lease dated June 24, 2014, under which the County is leasing the Building from Lessor (the "**Lease**").
- C. On June 30, 2018, the parties agreed to extend the Lease on a month-to-month basis, as provided in Section 25 of the Lease. The parties now desire to amend the Lease as set forth below.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

- a. Initial Term. The "**Initial Term**" is eleven years, commencing July 1, 2014 (the "**Commencement Date**") and ending June 30, 2025.
- b. Renewal Terms. County 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. County will provide Lessor with written notice of its election to renew the Lease thirty 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 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 deleted in its entirety and replaced with the following:

Rent. 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.

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2014 – June 30, 2015	\$6,525
July 1, 2015 – June 30, 2016	\$6,655
July 1, 2016 – June 30, 2017	\$6,790
July 1, 2017 – June 30, 2020	\$6,925
July 1, 2020 – June 30, 2021	\$7,133
July 1, 2021 – June 30, 2022	\$7,347
July 1, 2022 – June 30, 2023	\$7,567
July 1, 2023 – June 30, 2024	\$7,794
July 1, 2024 – June 30, 2025	\$8,028

b. First Renewal Term

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2025 – June 30, 2026	\$8,269
July 1, 2026 – June 30, 2027	\$8,517

c. Second Renewal Term

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2027 – June 30, 2028	\$8,773
July 1, 2028 – June 30, 2029	\$9,036

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3. All other terms of the Lease remain unchanged.

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


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

California

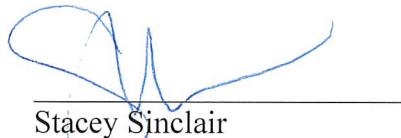
PAMELA
BISIO DESPRES,
SURVIVING TRUSTEE OF
THE AMENDED AND RESTATED
BART A. BISIO AND JANE L.
BISIO REVOCABLE TRUST

By: _____
Brain M. Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

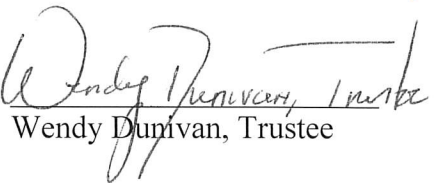
By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 
Pamela Bisio Despres,
Surviving Trustee

By: 
Stacey Sinclair
Senior Real Property Agent

EARL D. DUNIVAN, JR. AND
WENDY DUNIVAN, TRUSTEES
OF THE EARL AND WENDY
DUNIVAN FAMILY TRUST

By: 
Earl D. Dunivan, Trustee

By: 
Wendy Dunivan, Trustee

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel