

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 200
Martinez, CA 94553**

This First Amendment to Lease is dated November 10, 2020, and is between RPE MUIR, LLC, a California limited liability company (“**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 1340 Arnold Drive, California (the “**Building**”). The previous owner of the Building is Cranbrook Realty Investment Fund, L.P. (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner. As a result, Lessor and the County are parties to a lease dated May 7, 2013, under which the County is leasing Suite 200 in the Building (the “**Lease**”). Lessor is the successor-in-interest to the Prior Owner.

- B. The parties desire to amend the Lease to extend its term.

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 ten years, commencing on June 1, 2013 (the “**Commencement Date**”) and ending May 31, 2024

- 2. Section 3. Rent is deleted in its entirety and replaced with the following:
 - 3. 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 in the amounts set forth below:

<u>Period</u>	<u>Monthly Rent</u>
June1, 2013 - May 31, 2014	\$11,151
June1, 2014 - May 31, 2015	\$11,597
June 1, 2015 - May 31, 2016	\$12,043
June 1, 2016 - May 31, 2017	\$12,489
June 1, 2017 - May 31, 2018	\$12,935
June 1, 2018 - May 31, 2019	\$13,382
June 1, 2019 - May 31, 2020	\$13,828

June 1, 2020 - May 31, 2021	\$14,274
June 1, 2021 - May 31, 2022	\$14,719
June 1, 2022 - May 31, 2023	\$14,719
June 1, 2023 - May 31, 2024	\$14,719

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

Rent includes all common area maintenance costs, including but not limited to utilities, janitorial services, landscaping services and refuse collections, except as provided in Section 5 – Obligation to Pay Utilities and Janitorial.

3. Section 23. Notices is deleted in its entirety and replaced with the following:

23. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: RPE MUIR, LLC.
3170 Crow Canyon Place, Suite 100
San Ramon, CA 94583

With a copy to: Bay Wide Properties
251 Lafayette Circle #120
Lafayette, CA 94549

To County: Contra Costa County
Public Works Department
Real Estate Division
40 Muir Rd, 2nd Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

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4. All other terms of the Lease remain unchanged.

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

RPE MUIR, LLC
a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Ronald P. Elvidge
Agent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julie E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel