

FIRST AMENDMENT TO LEASE

**Health Services Department
1340 Arnold Drive, Suite 125
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 February 12, 2015, under which the County is leasing Suite 125 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 seven years, commencing on April 1, 2015 (the “**Commencement Date**”) and ending March 31, 2022.

- 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>
April 1, 2015 – March 31, 2016	\$2,825
April 1, 2016 – March 31, 2017	\$2,930
April 1, 2017 – March 31, 2018	\$3,036
April 1, 2018 – March 31, 2019	\$3,140
April 1, 2019 – March 31, 2020	\$3,245
April 1, 2020 – March 31, 2021	\$3,245
April 1, 2021 – March 31, 2022	\$3,245

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 and landscaping services, and refuse collections.

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: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

T00744/ WLP275

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