

THIRD AMENDMENT TO LEASE

CLERK-RECORDER
620 Marina Vista Avenue
Martinez, California 94553

This third amendment is dated December 8, 2020, and is between the J. MORTZ LIMITED PARTNERSHIP, a California limited partnership (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 the building located at 620 Marina Vista Avenue, Martinez, California (the “**Building**”). The Building was previously owned by the Dunivan Family Trust under Declaration of Trust dated February 20, 2007, (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior Owner.

B. As a result of the above-referenced change in ownership of the Building, Lessor and County are parties to a lease dated November 15, 2005, under which the County is leasing the Building from the Lessor (the “**Lease**”).

C. The parties desire to amend the terms that relate to the extension of the term of the Lease.

The parties therefore agree as follows:

Agreement

1. Section A.5. Extension is deleted in its entirety and replaced with the following:

A.5. EXTENSION: The County has eight options to extend the term of this Lease for a total of ten years. The first extension option is for a term of two years beginning November 1, 2015. The next three options are for a term of one year each beginning on November 1, 2017. The fourth extension option is for a term of two years beginning on November 1, 2020. The next three options are for a term on year each beginning on November 1, 2022.

The term of each option is a “Renewal Term”. The terms and conditions of this Lease apply to each Renewal Term, including Section A.4, which requires rent to be adjusted every November 1 based on the CPI Factor.

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.

The County shall give Lessor One Hundred Twenty (120) days' prior written notice of its intention to exercise each option. However, in the event the County does not give such notice, its right to exercise its options before the termination of this Lease will not expire until fifteen (15) working days after receipt of Lessor's written demand to exercise or forfeit an option.

2. All other terms of the Lease remain unchanged.

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Lessor and County are causing this third 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

J. MORTZ LIMITED PARTNERSHIP

By: _____
Brian M. Balbas
Public Works Director

By: _____
Earl D. Dunivan
Earl Dunivan & Associates, LLC
General Partner

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