

First Amendment to Lease
Contra Costa County District 3 Supervisor
3361 Walnut Boulevard, Suite 140
Brentwood, California

This first amendment dated June 1, 2021, is between BRENTWOOD WALNUT B, LLC (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. Lessor owns the building located at 3361 Walnut Boulevard, Brentwood, California (the “**Building**”). Under a lease dated May 16, 2018, County is leasing from Lessor a portion of the Building known as Suite 140 (the “**Lease**”).
- B. Lessor and County desire to amend the Lease to (i) extend the term of the Lease through December 31, 2024, (ii) permit County to extend the term of the Lease for an additional four years, and (iii) designate six parking spaces in the parking lot adjacent to the Building, which are in the location shown on Exhibit A (together, the “**Parking Spaces**”), as reserved for County use only.

The parties therefore agree as follows:

Agreement

- 1. Section 2 of the Lease (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 County’s election, Renewal Terms, each as defined below.
 - a. Initial Term. The “**Initial Term**” commences on June 1, 2018 (the “**Commencement Date**”) and ends December 31, 2024.
 - b. Renewal Terms. County has one option to renew this lease for a term of four years (the “**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 the 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 of the Lease (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 during the Initial Term and, if applicable, the Renewal Term, in the amounts set forth below:

<u>a. Initial Term</u>	<u>Monthly Rent</u>
June 1, 2018 – May 31, 2019	\$4,003.30
June 1, 2019 – May 31, 2020	\$4,108.65
June 1, 2020 – May 31, 2021	\$4,214.00
June 1, 2021 - December 31, 2022	\$4,340.42
January 1, 2023 - December 31, 2023	\$4,470.63
January 1, 2024 - December 31, 2024	\$4,604.75
<u>b. Renewal Term</u>	
January 1, 2025 - December 31, 2025	\$4,742.89
January 1, 2026 - December 31, 2026	\$4,885.18
January 1, 2027 - December 31, 2027	\$5,031.74
January 1, 2028 - December 31, 2028	\$5,182.69

3. Lessor reserves the Parking Spaces for County-use only and shall erect signage acceptable to the County at each of the six Parking Spaces to identify each of the Parking Spaces as reserved for County-use, or County Supervisor’s Office-use.

- a. The Rent described in Section 3 includes rent for the Parking Spaces.
- b. If an unauthorized vehicle parks in any of the Parking Spaces, County may contact Ralph Strauss by phone at 925-216-5555 or by email at rstrauss@straussdesign.com to report the violation to Lessor. Upon learning of the violation, Lessor shall tow any unauthorized vehicle, at the vehicle’s owner’s expense, within 24 hours.

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4. All other terms of the Lease remain unchanged.

Lessor 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

BRENTWOOD WALNUT B, LLC

By: _____
Brian M. Balbas
Public Works Director

By: _____
Ralph Strauss, Manager

By: _____
Deborah Strauss, Member

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM:
MARY ANN McNETT MASON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

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