

First Amendment to Lease  
County Administrator: Law and Justice  
1330 Arnold Drive, Suite 249  
Martinez, California

This first amendment is dated September 13, 2022, 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 (“**County**”).

Recitals

- A. Lessor is the successor-in-interest to Cranbrook Realty Investment Fund, L.P., dba Muir Parkway Office Center, the prior owner of the building located at 1330 Arnold Drive, Martinez, California (the “**Building**”). As a result, Lessor and County are parties to a lease dated December 15, 2017, under which the County is leasing Suite 249 in the Building (the “**Lease**”).
- B. The parties desire to amend the Lease to modify the term and to eliminate the County’s obligation to pay “Additional Rent.”

The parties therefore amend the Lease 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 comprised of an Initial Term and, at County’s election, a Renewal Term, each as defined below.
  - a. Initial Term. The “**Initial Term**” commences on December 15, 2017, (the “**Commencement Date**”) and ends April 30, 2024.
  - b. Renewal Term. County has one option to renew this lease for a term of one year (“**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 at least ninety 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 reference to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

c. Termination. County may terminate the lease during the Renewal Term with sixty days' notice.

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 abated during the first month of the Term. Rent is payable on the first (1<sup>st</sup>) day of each month during the Term in the amounts set forth below:

a. Initial Term.

<u>Period</u>	<u>Monthly Rent</u>
December 15, 2017 – January 14, 2018	\$ 0.00
January 15, 2018 – January 14, 2019	\$2,131.00
January 15, 2019 – January 14, 2020	\$2,195.00
January 15, 2020 – January 14, 2021	\$2,261.00
January 15, 2021 – January 14, 2022	\$2,329.00
January 15, 2022 – April 30, 2023	\$2,398.00
May 1, 2023 – April 30, 2024	\$2,531.00

b. Renewal Term.

<u>Period</u>	<u>Monthly Rent</u>
May 1, 2024 – April 30, 2025	\$2,597.00

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

3. Section 4. Additional Rent is deleted in its entirety and replaced with the following:

4. Obligation to Pay Utilities. Lessor shall pay for all water, sewer, gas, electricity, and refuse collection services as part of the Lease.

4. 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.  
1343 Locust St. #24  
Walnut Creek, CA 94596

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, 2<sup>nd</sup> Floor  
Martinez, CA 94553  
Attn: Principal Real Property Agent

[Remainder of Page Intentionally Left Blank]

5. 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

RPE MUIR LLC, a  
California Limited Liability Company

By: \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By: \_\_\_\_\_  
Ronald P. Elvidge  
President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret J. Eychner  
Senior Real Property Agent

APPROVED AS TO FORM  
MARY ANN McNETT MASON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

ME:  
WLP/WLG362  
\\Pw-Data\Grpdata\Realprop\LEASE MANAGEMENT\MARTINEZ\1330 ARNOLD DR STE 249 -  
T00701\LEASES\First Amendment - 2022\1330 ARNOLD DR STE 249 - T00701 - 1st Amend Final - V3.Docx