

FIRST AMENDMENT TO LEASE

SHERIFF-CORONER MARINE PATROL
70 LAURITZEN LANE
OAKLEY, CALIFORNIA

This first amendment is dated _____ and is between C.A. Lauritzen LLC, dba Lauritzen Yacht Harbor, a California limited liability company (the “**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

A. The Lessor and the County are parties to a lease dated December 10, 2015, under which the County is leasing an approximately 1,725 square foot single-family residence commonly known as 70 Lauritzen Lane, Oakley, California (the “**Lease**”).

B. The parties desire to extend the term of the lease and revise the rent.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:

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**” is three years, commencing on January 1, 2016 (the “**Commencement Date**”) and ending December 31, 2018.

b. Renewal Terms. County has five options to renew this lease for a term of two years for each option (each, a “**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 a 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. Rent is deleted in its entirety and replaced with the following:

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 Terms, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2016 – December 31, 2016	\$1,985
January 1, 2017 – December 31, 2017	\$2,025
January 1, 2018 – December 31, 2018	\$2,065

b. First Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2019 – December 31, 2019	\$2,105
January 1, 2020 – December 31, 2020	\$2,150

c. Second Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2021 – December 31, 2021	\$2,195
January 1, 2022 – December 31, 2022	\$2,240

d. Third Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2023 – December 31, 2023	\$2,310
January 1, 2024 – December 31, 2024	\$2,380

e. Fourth Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2025 – December 31, 2025	\$2,450
January 1, 2026 – December 31, 2026	\$2,525

f. Fifth Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2027 – December 31, 2027	\$2,600
January 1, 2028 – December 31, 2028	\$2,680

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. Rent is to be mailed to

Lauritzen Yacht Harbor, 115 Lauritzen Lane, Oakley, CA 94561-2946, or to any other location as may be designated in writing by Lessor.

3. 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.

CONTRA COSTA COUNTY, a political subdivision of the State of California

C.A. Lauritzen LLC, dba Lauritzen Yacht Harbor, a California limited liability company

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Christian A. Lauritzen
Member

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret. Lauritzen
Member

By: _____
Stacey Sinclair
Senior Real Property Agent

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

By: _____
Kathleen M. Andrus
Deputy County Counsel