

Second Amendment to Lease

Pacheco Boulevard at Blum Road  
Pacheco, California

This second amendment is dated June 13, 2023, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”) and SANTA ROSA CAMPWAY, INC. (the “**Lessee**”).

Recitals

A. The County and Lessee are parties to a lease dated July 14, 2015, under which Lessee is leasing approximately 9,000 square feet of undeveloped land located at the northeast corner of Pacheco Boulevard at Blum Road in Pacheco, California, as outlined in red in Exhibit A to the Lease (the “**Premises**”).

B. The first amendment to the lease extended its term through June 30, 2021. The parties have been in hold-over since June 30, 2021. The parties now desire to amend the lease to modify the rent and the term.

The parties therefore agree as follows:

Agreement

1. Section 2. Term. is deleted in its entirety and replaced with the following:
  2. Section 2. Term. The “**Term**” of this lease is comprised of an Initial Term, and, upon the mutual agreement of the parties, Renewal Terms, each as defined below.
    - a. Initial Term. The “**Initial Term**” is nine years, commencing July 1, 2015 (the “**Commencement Date**”) and ending June 30, 2024.
    - b. Renewal Terms. With the County’s consent, Lessee may renew this lease for a term of one year upon all the terms and conditions set forth herein, provided Lessee provides the County with a written renewal notice at least 60 days prior to the end of the Term.
      - i. Response from County. Upon receipt of a renewal request, the County must consent to, or deny, the request within 45 days. If the County fails to respond to the renewal request, the County will be deemed to have consented to the request.
      - ii. Permitted Number of Renewals. This lease is subject to renewal in accordance with this Section up to three times, cumulatively extending the term of the lease three years

beyond the Initial Term. Each one-year renewal term is a “**Renewal Term.**” 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.

- c. Early Termination. Either party may terminate this lease at any time by giving written notice to the other party at least 120 days prior to the termination date.
2. Section 3. Rent. is deleted in its entirety and replaced with the following:
    3. Section 3. Rent. Lessee shall pay rent monthly in advance beginning on the Commencement Date. Rent is payable without offset or demand on the first day of each month. For the period July 1, 2015, through June 30, 2021, monthly rent is equal to \$800. Beginning July 1, 2021, and for the remainder of the Term, including any Renewal Term, monthly rent is equal to \$880. Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.
  3. Section 15. Surrender of Premises. is deleted in its entirety and replaced with the following:
    15. Section 15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the Lessee shall (i) peaceably and quietly leave and surrender to the County the Premises, (ii) have removed all improvements Lessee may have made to the Premises, including exterior signage, (iii) have removed all of Lessee’s personal property from the Premises, and (iv) leave the Premises in a clean and orderly condition.

Any personal property remaining on the Premises following the termination of this lease will be deemed to have been abandoned and Lessee will reimburse the County for the cost of disposing of such property and the cost of repairing any damage to the Premises that may have occurred during the Term.
  4. All other terms of the lease remain unchanged.

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County and Lessee are causing this second 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

SANTA ROSA CAMPWAY, INC.

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

By: \_\_\_\_\_  
Ronald F. Meints  
President

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Case F. Meints  
General Manager

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

By: \_\_\_\_\_  
Jessica Castro  
Associate Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

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