

Third Amendment to Lease  
Health Services Department – Mobile Crisis Team  
1350 Arnold Drive, Suites 102 and 103  
Martinez, CA

This third amendment is dated September 10, 2024, 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 owner of the building located at 1350 Arnold Drive, Martinez, California (the “**Building**”). Lessor and County are parties to a lease, dated August 1, 2018, under which the County is leasing a portion of the Building known as Suites 102 and 103, which together consist of approximately 1,912 square feet.

B. The parties desire to amend the Lease to add additional renewal terms and to include a termination option during the third, fourth, and fifth Renewal Term.

The parties therefore amend the Lease as follows:

Agreement

1. All defined terms used but not defined in this third amendment have the meaning ascribed to them elsewhere in the Lease.
2. 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 October 1, 2018 (the “**Commencement Date**”) and ending September 30, 2021.
- b. Renewal Terms. County has six options to renew this lease (each, a “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
  - i. The first Renewal Term, if exercised, begins on October 1, 2021, and ends on September 30, 2023.
  - ii. The second Renewal Term, if exercised, begins on October 1, 2023, and ends on September 30, 2024.
  - iii. The third Renewal Term, if exercised, begins on October 1, 2024, and ends on September 30, 2025.

- iv. The fourth Renewal Term, if exercised, begins on October 1, 2025, and ends on September 30, 2026.
  - v. The fifth Renewal Term, if exercised, begins on October 1, 2026, and ends on September 30, 2027.
  - vi. County will provide Lessor with written notice of its election to renew the lease 30 days prior to the end of the Term. However, if County fails to provide a 30-day notice, its right to renew the lease will not expire until 15 working days after County's receipt of Lessor's written demand that County exercise or forfeit the option to renew.
  - vii. 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. Termination. During the third, fourth, or fifth Renewal Term, the County may terminate the lease with 60 days' advance notice.

3. Section 3. Rent is amended by adding the following subsection:

d. Third Renewal Term.

<u>Period</u>	<u>Monthly Rent</u>
October 1, 2024 - September 30, 2025	\$3,632.80

e. Fourth Renewal Term.

<u>Period</u>	<u>Monthly Rent</u>
October 1, 2025 - September 30, 2026	\$3,741.78

f. Fifth Renewal Term.

<u>Period</u>	<u>Monthly Rent</u>
October 1, 2026 - September 30, 2027	\$3,854.04

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

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4. All other terms of the Lease remain unchanged.

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

RPE MUIR LLC, a  
California Limited Liability Company

By: \_\_\_\_\_  
Warren Lai  
Public Works Director

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

RECOMMENDED FOR APPROVAL:

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

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

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

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