

**THIRD AMENDMENT TO LEASE**

11780 San Pablo Avenue, Suite D,  
El Cerrito, CA 94530

This second amendment is dated November 12, 2024, and is between Del Norte Place Apartments L.P., a Delaware limited partnership (the “**Lessor**”) and COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The Lessor is the owner of a building located at 11780 San Pablo Avenue, El Cerrito, California (the “**Building**”). The previous owner of the building is MG GARDEN VIEW APARTMENTS L.P., a California limited partnership; RANCHO POINTE APARTMENTS L.P., a California limited partnership; and, MALIBU TERRACE APARTMENTS L.P., a California limited partnership (the “**Prior Owner**”). Lessor is the successor-in-interest to the Prior owner. The Lessor and County are parties to a lease dated January 15, 2008, as amended (the “**Lease**”), under which the County is leasing approximately 2,674 rentable square feet in the Building commonly known as Suite D.
- B. The parties desire to amend the Lease to, among other things, to extend the term.

The parties therefore amend the Lease as follows:

Agreement

- 1. Section A.3. Term of the lease is deleted in its entirety and replaced with the following:  
  
Term. The “**Term**” of this lease is 24 years, commencing on January 1, 2008 (the “**Commencement Date**”), and ending December 31, 2031.
- 2. Section A.4. of the Lease, Rent, is amended by adding the following:  
  

January 1, 2025 through December 31, 2025	\$6,824
January 1, 2026 through December 31, 2026	\$7,029
January 1, 2027 through December 31, 2027	\$7,240
January 1, 2028 through December 31, 2028	\$7,457
January 1, 2029 through December 31, 2029	\$7,681
January 1, 2030 through December 31, 2030	\$7,911
January 1, 2031 through December 31, 2031	\$8,148
- 3. Section C.3. of the Lease, Services by Lessor, is deleted in its entirety and replaced with the following:

Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor 30 days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.

4. County shall provide janitorial and pest control services to the premises as of January 1, 2025. Lessor will stop providing and charging County for these services as of December 31, 2024, at 11:59 pm.
5. In negotiating this lease amendment, neither Lessor nor County are represented by a real estate broker, and no commission is owed to any broker or County in connection with this lease amendment.

All other terms of the Lease remain unchanged.

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The parties are executing this third amendment as of the date set forth in the introductory paragraph.

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

LESSOR  
See signatures on page 4.

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

RECOMMENDED FOR APPROVAL:

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

By: \_\_\_\_\_  
Julin Perez  
Supervising Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

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

**Signature of LESSOR:**

Del Norte Place Apartments L.P.,  
a Delaware limited partnership

By: Del Norte Place Management LLC,  
a Delaware limited liability company,  
its Co-General Partner

By: Del Norte Place Associates LLC,  
a Delaware limited liability company,  
its Member

By: MG Del Norte Place LLC,  
a California limited liability company,  
its Managing Member

By: Gleiberman Investments, Inc.,  
a California corporation,  
its Manager

By: \_\_\_\_\_  
Paul Kaseburg  
Vice President

By: PacH Affordable Holdings, LLC,  
a California limited liability company,  
its Managing General Partner

By: Pacific Housing, Inc.,  
a California non-profit public benefit corporation,  
its sole Member and Manager

By: \_\_\_\_\_  
Mark A. Wiese  
President