### Second Amendment to Lease

Agriculture Department 3020 Second Street, Knightsen, CA 94548

This Second Amendment is dated May 14, 2024, and is between the Contra Costa County Farm Bureau, a private non-profit corporation (the "Landlord") and the County of Contra Costa, a political subdivision of the State of California (the "County").

#### Recitals

- A. The Landlord and the County are parties to a Lease dated April 1, 2015, under which the County is leasing approximately 896 square feet in the building located at 3020 Second Street, Knightsen, California (the "Lease").
- B. The parties desire to amend the Lease to extend its Initial Term through March 31, 2027.

The parties therefore agree as follows:

### Agreement

- 1. Section 2. <u>Term</u> is deleted in its entirety and replaced with the following:
  - 2. <u>Term</u> The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.
  - a. <u>Initial Term</u>. The "Initial Term" is twelve years, commencing April 1, 2015 (the "Commencement Date") and ending March 31, 2027.
  - b. <u>Renewal Terms</u>. County has two options to renew this Lease for a term of one year each (the "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 sixty 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 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:
  - 3.<u>Rent</u>. 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.

Telli.	Monthly Rent
<u>Period</u>	
April 1, 2015 – March 31, 2016	\$1,250.00
April 1, 2016 – March 31, 2017	\$1,287.00
April 1, 2017 – March 31, 2018	\$1,326.00
April 1, 2018 – March 31, 2019	\$1,366.00
April 1, 2019 – March 31, 2020	\$1,407.00
April 1, 2020 – March 31, 2021	\$1,449.00
April 1, 2021 – March 31, 2022	\$1,492.00
April 1, 2022 – March 31, 2023	\$1,537.00
April 1, 2023 – March 31, 2024	\$1,583.00
April 1, 2023 – March 31, 2024 April 1, 2024 - March 31, 2025	\$1,633.00
	\$1,683.00
April 1, 2025 - March 31, 2026	\$1,733.00
April 1, 2026 - March 31, 2027	\$1,733.00

# b. First Renewal Term.

c. Second Renewal Term.

- 3. Section 20. Notices is deleted in its entirety and replaced with the following:
  - 20. <u>Notices</u>. 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: Contra Costa County Farm Bureau

Cheyenne Erickson, President

5554 Clayton Rd. Concord, CA 94521

To County: Contra Costa County

Public Works Department

Attn: Principal Real Property Agent

255 Glacier Drive Martinez, CA 94553 4. All other terms of the Lease remain unchanged.

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Landlord and County are causing this Second Amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY	<u>LESSOR</u>
COUNTY OF CONTRA COSTA, a political subdivision of the State of California	CONTRA COSTA COUNTY FARM BUREAU A private non-profit corporation By:
By: Warren Lai Public Works Director	Cheyenne Erickson President
RECOMMENDED FOR APPROVAL:	Angela Emmons Secretary/Executive Director
By: Lessica L. Dillingham Principal Real Property Agent	

Jessica Castro

COUNSEL

APPROVED AS TO FORM: THOMAS L. GEIGER, COUNTY

Kathleen M. Andrus
Deputy County Counsel

Associate Real Property Agent

By: Katul Re-Centres