

Fourth Amendment to Lease  
150 Alamo Plaza, Suites B and C  
Alamo, California

Contra Costa County Sheriff - Coroner

This Fourth Amendment is dated April 15, 2025, and is between WC PROPERTIES (EDENS), a South Carolina 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 September 19, 2006, as amended (the “**Lease**”), under which the County is leasing approximately 3,000 square feet of space consisting of Suites B and C in the building commonly known as 150 Alamo Plaza, Alamo, California (the “**Premises**”).
- B. Lessor is the success-in-interest to the prior lessor, DS Properties 17 LP.
- C. On December 31, 2024, the parties agreed to extend the Lease on a month-to-month basis.
- D. The parties desire to amend the Lease to extend the term for three years and to make minor modifications to the terms of the Lease.

The parties therefore agree as follows:

Agreement

- 1. Paragraph A. 3. Term is deleted in its entirety and replaced with the following:  
  
Paragraph A. 3. Term: The term (“**Term**”) of this Lease begins on October 1, 2006, and ends December 31, 2027. The Country has no renewal options under this Lease.
- 2. Paragraph A. 4. Rent is amended by adding the following:
  - 19. Eleven Thousand Two Hundred Fifty and 00/100 Dollars (\$11,250) per month beginning January 2025 and ending December 2025.
  - 20. Eleven Thousand Five Hundred Eighty-Seven and 00/100 Dollars (\$11,587) per month beginning January 2026 through December 2026.
  - 21. Eleven Thousand Nine Hundred Thirty-Five and 00/100 Dollars (\$11,935) per month beginning January 2027 through December 2027.

Rent is payable in advance, without notice or demand, on the tenth (10<sup>th</sup>) day of each month during the Term of this Lease. Payments are to be mailed to: WC Properties (Edens) LLC, P.O. Box 748349, Atlanta, GA 30374, or such other place as Lessor may designate in writing from time to time.

3. Paragraph A. 8. Notices is deleted in its entirety and replaced with the following:

A.8. Notices: All notices given hereunder are to be in writing and will be deemed to have been given if personally delivered, sent by a nationally-recognized overnight courier service, or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows, or as otherwise designated by written notice hereunder from time to time; provided, however, that (i) payments are to be sent to the address shown in Section 2 of this Fourth Amendment, and (ii) evidence of insurance is to be submitted by the County to the email address set forth in Section 6 of this fourth amendment:

To Lessor: C T Corporation System  
330 N Brand Blvd. Ste 700  
Glendale, CA 91203

With a Copy to: WC PROPERTIES (EDENS), LLC  
c/o Edens Limited Partnership  
Property Number #2701  
Attn: Legal Department  
1221 Main Street, Suite 1000  
Columbia, South Carolina 29201

To County: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
255 Glacier Drive  
Martinez, CA 94553

4. Sustainability. As a material inducement for Lessor to enter into this Fourth Amendment, from and after the effective date of this Fourth Amendment:

- (i) County and its contractors will use commercially reasonable efforts to adhere to reasonable rules, regulations, specifications, and related programs from time to time implemented by Lessor to assure sustainable practices are utilized to reduce consumption of natural resources at the Premises (together, the “**Sustainability Practices**”). Lessor’s current Sustainability Practices can be found at <https://edens.com/sustainable-practices-guide/>.

- (ii) If the utility company supplying electricity and/ or gas service to the Premises has an option to select electricity and/ or gas (if applicable) as carbon neutral, County agrees to select that option, provided (i) such selection does not increase the County's costs, or (ii) such selection is approved by the County's Board of Supervisors.
- 5. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease, except that Rent will be equal to one hundred and ten percent (110%) of the rent due in the last month of the Term, provided any holding over is not caused in whole or in part by Lessor, in which case Rent will remain unchanged.
- 6. Required Evidence of Insurance. The Lease is hereby amended to provide that evidence of insurance coverage that County is required to provide pursuant to the Lease is to be sent to the Lessor to the following email address: [edens@getjones.com](mailto:edens@getjones.com). The subject line of the email should be Alamo Plaza, and the email should state that it is for the County of Contra Costa (sheriff's office), Unit 560.
- 7. CASp. This provision is intended to comply with the terms of California Civil Code Section 1938 which provides that a commercial property owner or Lessor shall state on every lease form or rental agreement executed on or after July 1, 2013, whether the premises being leased or rented has undergone inspection by a Certified Access Specialist ("CASp"), and if so, whether the premises has or has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. Pursuant to California Civil Code Section 1938, Lessor hereby advises County that the Premises has not undergone an inspection by a CASp, the following language is included in the Lease as required by Section 1938 (e.) of the California Civil Code: "A Certified Access Specialist (CASp\_ can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Lessor may not prohibit the County from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the County, if requested by the County. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Therefore, and notwithstanding anything to the contrary contained hereinabove, Lessor and County agree that (a) County, may at its option and its sole cost and expense, cause a CASp to inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law, (b) the parties shall mutually coordinate and reasonably approve the timing of any such CASp inspection so that Lessor may, at its option, have a representative present during such inspection, (c) County shall be responsible, at

its sole cost and expense, for the payment of any fee for a CASp inspection requested by County and for the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises, and (d) if anything done by or for the County in its use or occupancy of the Premises shall require repairs to the Premises Building or Shopping Center (outside the Premises) to correct violations of construction-related accessibility standards, then County shall reimburse Lessor upon demand, as additional rent, for the cost to the Lessor of performing such repairs.

8. No Default. To the County's knowledge, as of the effective date of this Fourth Amendment, (i) Lessor is not in default or breach of any of its obligations under the Lease, and (ii) County has no claims against Lessor under the Lease or in connection with the leasing of the Premises.

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9. All other terms of the Lease remain unchanged.

Lessor and County are causing this fourth 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

WC Properties (Edens), a South  
Carolina limited liability company

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

By: Edens Limited Partnership, a  
Delaware limited partnership,  
its sole member

By: Edens GP, LLC, a Delaware limited  
liability company, its sole  
general partner

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jodie W. McLean, Chief  
Executive Officer

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

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

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

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