

SEVENTH AMENDMENT TO LEASE

This Seventh Amendment to Lease ("Seventh Amendment"), dated as of _____, 2025 ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Lessor") and **WEST COUNTY COMMUNITY SERVICES**, a California corporation ("Lessee"). Lessor and Lessee are sometimes collectively referred to herein as the "parties" and singularly as "party". All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

R E C I T A L S

WHEREAS Kirk Veale (dba Veale Investment Properties), predecessor-in-interest to the County of Sonoma, and Lessee entered that certain Lease dated October 15, 2015 ("Original Lease") for premises located at 16390 Main Street, Guerneville, California ("Premises"); and

WHEREAS, the Original Lease was thereafter amended by that certain Lease Renewal Agreement dated November 7, 2018 ("First Amendment"); that certain Lease Renewal Agreement dated December 3, 2019 ("Second Amendment"); that certain Lease Renewal Agreement dated August 31, 2020 ("Third Amendment"); that certain Lease Modification Agreement dated April 19, 2021 ("Fourth Amendment"); that certain Lease Renewal Agreement dated October 31, 2021 ("Fifth Amendment"); and

WHEREAS, Lessor and Lessee entered into that certain Sixth Amendment to Lease dated March 7, 2023 ("Sixth Amendment") which, among other things, acknowledged the County as the Lessor under the Lease as of December 21, 2022, (collectively the "Amendments"); and the Lease as modified by the Amendments is hereinafter referred to as the "Lease"; and

WHEREAS, Lessee exercised its two extension options and accordingly, the term of the Lease expires on December 31, 2025. Lessor and Lessee now desire to amend the Lease to: (i) extend the Lease Term; (ii) specify rental payments; (iii) provide for options to further extend the lease term; and (iv) provide for certain other terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date, the Agreement is hereby amended as follows:

A. Section entitled "**TERM**" is amended, to extend the term of the Lease to December 31, 2026.

B. Section entitled "**TERM**" is further amended, to add extension options, as follows:

LEASE OPTIONS. Lessor grants to Lessee two (2) options to extend the Lease Term ("Extension Options," each an "Extension Option") for a period of one (1) year each ("Option Term"), provided Lessee is not then in default of the Lease. If Lessee wishes to exercise its Extension Option with respect to the first or second Option Term, Lessee shall deliver written notice to Lessor not less than one hundred twenty (120) days before the expiration of the initial Lease Term or first Option Term, as the case may be.

C. Section entitled "**MINIMUM RENT**" is amended, to add the following: Lessee shall pay to Lessor rent ("Rent") in equal monthly installments as follows:

i. For the period of January 1, 2026, through December 31, 2026, the sum of Six Thousand One Hundred Eighty-Two and 06/100 dollars (\$6,182.06) per month;

ii. If the first Extension Option is exercised, then for the period of January 1, 2027, through December 31, 2027, the sum of Six Thousand Three Hundred Sixty-Seven and 52/100 dollars (\$6,367.52) per month; and

iii. If the second Extension Option is exercised, then for the period of January 1, 2028, through December 31, 2028, the sum of Six Thousand Five Hundred Fifty-Eight and 55/100 Dollars (\$6,558.55) per month.

D. Section 10.2. Compliance with Laws is amended, to add the following:

Lessee shall comply with any and all federal, state, and local laws—including, but not limited to the County of Sonoma living wage ordinance—applicable to activities under this Lease. Without limiting the generality of the foregoing, Lessee expressly acknowledges and agrees that this Lease may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Lease will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

E. A new Section 10.4 Possessory Interest is added, as follows:

10.4 Possessory Interest. Lessee expressly recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

3. Except to the extent the Lease is expressly amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be constructed to modify, invalidate or otherwise affect any provision of the Lease or any right of Lessee or Lessor arising thereunder.

4. This Seventh Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this

Seventh Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS SEVENTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SEVENTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the Effective Date.

“LESSOR”: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Johannes J. Hoevertsz, Director
Sonoma County Public Infrastructure

“LESSEE”: **WEST COUNTY COMMUNITY SERVICES**, an IRC 501(c)(3) non-profit California corporation

By: _____
Christy Davila, Executive Director

The SPI Director is authorized to sign this Lease Amendment pursuant to the County Board of Supervisors' Action dated _____, 2025.

APPROVED AS TO FORM FOR LESSOR:

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

C. Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____