

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("First Amendment"), dated as of _____, 2024 ("Effective Date") is by and between the **CARL EDWARD OLSON REVOCABLE TRUST dated October 17, 2014** (hereinafter the "Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter the "Tenant"). Landlord and Tenant 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).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated October 17, 2014 ("Lease"), for premises located at 140 So. Cloverdale Boulevard, in Cloverdale, California ("Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease in order to: (i) extend the Lease Term and provide for one, 1-year option to further extend the Lease term; (ii) specify rental payments; (iii) specify termination provisions; and (iv) provide for certain other terms and conditions as hereafter set forth.

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

AGREEMENT

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this First Amendment, the Lease is modified as follows:

A. Section 2.1 of the Lease is hereby deleted in its entirety and replaced with the following section:

"2.1 Term. The term of this lease ("Lease Term") shall commence on July 1, 2015 (the "Commencement Date") and shall expire on June 30, 2026 ("Lease Expiration Date")."

B. The monthly Rent payable by Tenant shall be as follows:

For the period of July 1, 2024 – June 30, 2025: \$962.67;
For the period of July 1, 2025 – June 30, 2026: \$981.92.

C. Section 2.2 of the Lease is hereby deleted in its entirety and replaced with the following section:

2.2 Option to Extend Term. Landlord grants to Tenant (1) option to extend the Lease Term ("Extension Option"), for a period of one (1) year ("Option Term"), subject to the conditions described in this Section 2.2.

2.2.1 Exercise of Option. If Tenant wishes to exercise its Extension Option, Tenant shall deliver written notice to Landlord no less than sixty (60) days before the expiration of the initial Lease Term.

2.2.2 Option Rent. The monthly rent payable by Tenant shall be as follows: For the period of July 1, 2026 – June 30, 2027: \$1,001.56.

D. Section 2.3 of the Lease is hereby deleted in its entirety and replaced with the following section:

"2.3 Termination by Tenant. Tenant may terminate this Lease upon ninety (90) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn; or (d) for any reason. In the event Tenant terminates this Lease pursuant to this Section 2.3, Tenant shall pay, concurrently with delivery of the Termination Notice, a penalty, which shall be an amount equal to three (3) times the then monthly Rent paid at the time of delivery of the Termination Notice.

E. Exhibit B under **Article 8** has been replaced with Exhibit B-1, attached hereto and by this reference made a part hereof.

2. Except to the extent the Lease is specifically 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 construed to modify, invalidate or otherwise affect any provision of the Lease or any right of Tenant or Landlord arising thereunder.

3. This First 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 Third Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS FIRST AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIRST AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

"LANDLORD":

**CARL EDWARD OLSON REVOCABLE TRUST
DATED OCTOBER 17, 2014**

By: _____
Carl Edward Olson, Owner

"TENANT":

COUNTY OF SONOMA, a political
subdivision of the State of California

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

The SPI Director is authorized to sign this First Amendment pursuant to Board of Supervisors' Action dated _____, 2024.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Tina Rivera, Director
Department of Health Services

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

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

SITE PLAN

