

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between JOHN R. BRADY, herein referred to as “Landlord”, and the COUNTY OF SONOMA, a political subdivision of the State of California, herein referred to as “Tenant”.

WITNESSETH:

RECITALS:

- A. Landlord and Tenant are the current parties to that certain lease dated December 1, 2020 (the “Original Lease”), for that certain office space commonly known as 7844 Bell Road, Windsor, Sonoma County, California (the “Premises). The Premises contain approximately two thousand one hundred sixty (2,160) square feet of Floor Area and is more particularly described in the Lease.
- B. The Original Lease was amended by that certain First Amendment to Lease dated December 1, 2021 (the Original Lease, the First Amendment, and this Second Amendment are referred to herein, collectively, as the “Lease”).
- C. Landlord and Tenant desire to amend the Lease in order to:
 - (i) extend the Lease Term for a period of five (5) years;
 - (ii) state the monthly Rent to be paid to Landlord by Tenant (pursuant to Article 4 of the Lease) during each calendar month during five (5) year extended Lease Term;
 - (iii) provide Tenant with two (2) Options to renew the Lease upon expiration of the extended Lease Term, for Option Terms of two (2) years each; and,
 - (iv) further amend and/or modify the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and as amended, modified, and/or restated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed:

- 1. The Lease Term is extended for a period of five (5) years to expire November 30th, 2029. The phrase “Lease Term” wherever referred to in the Lease, means the initial Lease Term and any/all subsequent extensions to the Lease Term and/or holding over period(s), if any.
- 2. The monthly Rent to be paid to Landlord by Tenant during the extended Lease Term is the following amounts during the following periods:
 - December 1st, 2024, through November 30th, 2025, \$2,937.60 per month,
 - December 1st, 2025, through November 30th, 2026, \$3025.73 per month,
 - December 1st, 2026, through November 30th, 2027, \$3,116.50 per month,
 - December 1st, 2027, through November 30th, 2028, \$3,209.99 per month,
 - December 1st, 2028, through November 30th, 2029, \$3,306.29 per month,

3. Landlord grants to Tenant two (2) option to extend the Lease Term ("Extension Option") for a period of two (2) years each ("Option Term"), subject to the conditions described in Sections 2.2.2, 2.2.3, 2.2.4 of the Lease. Rent to be paid to Landlord by Tenant during the Extension Option periods is the following amounts during the following periods:

December 1st, 2029, through November 30th, 2030, \$3,405.48 per month,

December 1st, 2030, through November 30th, 2031, \$3,507.65 per month,

December 1st, 2031, through November 30th, 2032, \$3,612.88 per month,

December 1st, 2032, through November 30th, 2033, \$3,721.26 per month,
4. Landlord shall, at Landlord's sole cost, install at the Premises for Tenant's sole use a spotlight over the roll up door prior to December 1, 2024. Tenant shall cooperate with Landlord so that Landlord can perform said improvements in an efficient and cost-effective manner.
5. The terms and conditions contained in this Second Amendment constitute the entire agreement between Landlord and Tenant with respect to the subject matter herein and there are no other terms, covenants, promises, agreements, conditions, and/or understandings, between Landlord and Tenant, either oral or written, except as stated in the Lease and this Second Amendment. Once this Second Amendment is fully executed, this Second Amendment shall form a part of the Lease. No subsequent amendments, modifications, alterations, additions, or changes to the Lease shall be effective unless reduced to writing in a written agreement signed by both Landlord and Tenant. Further, no term, covenant, or condition of the Lease shall be waived, discharged, or terminated unless reduced to writing in a written agreement signed by both Landlord and Tenant.
6. Except to the extent this Lease is expressly amended, modified, or supplemented hereby, all other provisions of the Lease, together with any Riders, Exhibits, and Amendments thereto is, and shall continue to be, in full force and effect as originally executed and/or previously amended, and nothing contained herein this Second Amendment shall be construed to modify, invalidate, or otherwise affect any other provisions of the Lease or any right of Landlord or Tenant arising thereunder.
7. This Second 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 First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

[Landlord Signature on Following Page]

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": **JOHN R. BRADY**

By: _____

Print Name: _____

Title: _____

"TENANT": **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____

Johannes J. Hoevertsz, Director

Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director is authorized to sign this Lease pursuant to Board of Supervisors' Summary Action dated _____, 2024.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Jeff Duvall, Director

Department of Emergency Management

Warren Sattler, Real Estate Manager

Sonoma County Public Infrastructure