

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“Third Amendment”) is made and entered into this ___ day of _____, 202_, by and between CODDING ENTERPRISES LP, a California limited partnership (successor by name change only to CODDING ENTERPRISES, a California limited partnership), 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 November 9th, 2010 (the “Original Lease”), for that certain office space commonly known as 1450 Guerneville Road, Suite 1, Santa Rosa, California 95403 (the “Premises”), which Premises are located within that certain Office Complex known as Coddington Plaza, Santa Rosa, California. The Premises contain eight thousand thirty-five (8,035) 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 August 11th, 2020, and that certain Second Amendment to Lease dated January 4th, 2022. The Original Lease, the First Amendment, the Second Amendment, and this Third Amendment are referred to herein, collectively, as the “Lease”.
- C. The Second Extended Term provided by Section 1 of the Second Amendment expires November 30th, 2023.
- D. Landlord and Tenant desire to amend the Lease in order to:
 - (i) extend the Lease Term for one (1) year;
 - (ii) state the monthly Rent to be paid to Landlord by Tenant (pursuant to Article 4 of the Lease) during each calendar month during the one (1) year extended Lease Term; and
 - (iii) 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 one (1) year to expire November 30th, 2024 (the “Third Extended Term”). The phrase “Lease Term” wherever referred to in the Lease, this Third Amendment, and any/all subsequent Amendments, if any, means the initial ten (10) year Lease Term, the First Extended Term, the Second Extended Term, the Third Extended Term herein, 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 each calendar month during the Third Extended Term is Thirteen Thousand Two Hundred Fifty-Seven and 75/100 Dollars (\$13,257.75) per month, each monthly installment shall be paid at the time, place, and manner stated in the Lease.

3. (A) Landlord's address for notices pursuant to Article 19.3 of the Lease is hereby changed to:

CODDINGTOWN ENTERPRISES LP
1300 Coddington Center
Santa Rosa, California 95401
Attention: Lois Coddington


with a copy to: CODDINGTOWN ENTERPRISES LP
P.O. Box 5800
Santa Rosa, California 95406
Attention: Lois Coddington

- (B) Landlord's address for the remittance of Rent and all other monetary obligations to Landlord is:

CODDINGTOWN ENTERPRISES LP
P.O. Box 5800
Santa Rosa, California 95406

4. The terms and conditions contained in this Third 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 Third Amendment. Once this Third Amendment is fully executed, this Third 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.
5. 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 Third 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.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first (1st) above written.

"LANDLORD": CODDING ENTERPRISES LP,
a California limited partnership
By: CODDING INVESTMENTS, INC.,
a California corporation
Its General Partner
By: 
LOIS CODDING
Vice President

[Tenant Signatures on Following Page]

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

By: _____
Johannes 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 _____, 202_.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

Tina Rivera, Director
Department of Health Services

Warren Sattler, Real Estate Manager
Sonoma County Public Infrastructure

Certificate of Insurance on file with Department:
Reviewed by: _____ Date: _____, 202_.