

EIGHTH AMENDMENT TO LEASE

This Eighth Amendment to Lease (“Eighth Amendment”), dated as of August 1, 2020 (“Effective Date”), is by and between PAPEETE, LLC, a California limited liability company (“Landlord”), successor-in-interest to SONOMA GROWTH FUND XIV, a California limited partnership, and the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 *et. seq.* (“District”), assignee of the Sonoma County Open Space Authority (“Original Tenant”). Landlord and District 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 Original Tenant entered into that certain Lease dated June 6, 1996 (“Original Lease”) for premises located at 747 Mendocino Avenue, Santa Rosa, California (“Premises”); and

WHEREAS, Original Tenant and the District entered into that certain sublease dated March 26, 1996 (“Sublease”), as amended, whereby District subleases approximately eight thousand thirty-eight (8,038) rentable sq. ft. of improved office space from Original Tenant (“Subleased Premises”); and

WHEREAS, on February 28, 2001, Original Tenant properly exercised its first option to extend the term of the Lease; and

WHEREAS, Landlord and Original Tenant entered into that certain First Amendment to Lease dated August 21, 2001 (“First Amendment”) to confirm the expiration date of the Lease and to enlarge the Premises by approximately one thousand four hundred seventy-four (1,474) rentable square feet; and

WHEREAS, Landlord and Original Tenant entered into that certain Second Amendment to Lease dated February 9, 2006 (“Second Amendment”) to further amend the lease in order to, among other things: (i) extend the term; (ii) specify rental payments; and (iii) provide for additional work of improvements to the Premises; and

WHEREAS, Landlord and Original Tenant entered into that certain Third Amendment to Lease dated January 8, 2008 (“Third Amendment”) in order to, among other things: (i) expand the premises by approximately one thousand two hundred sixty-three (1,263) square feet; (ii) provide for work of improvements; (iii) provide for additional options; and (iv) specify rental payments; and

WHEREAS, in accordance with the provisions in Section 15 of the Lease, Original Tenant assigned all of its right, title and interest in the Lease and delegated all of its obligations thereunder to the District pursuant to that certain Assignment of Lease dated March 31, 2011 (“Assignment”), by and between Original Tenant and District; and

WHEREAS, Landlord and Original Tenant entered into that certain Fourth Amendment to Lease dated December 13, 2011 (“Fourth Amendment”) in order to: (i) confirm that Original Tenant properly exercised its option with respect to the First Extended Term of the Lease; (ii) expand the Premises by approximately eight hundred ninety-two (892) sq. ft.; (iii) provide for work of improvements; and (iv) specify monthly rental payments; and

WHEREAS, on September 9, 2016 the Parties entered into that certain Fifth Amendment to the lease (“Fifth Amendment”) in order to (i) expand the Premises by approximately 309 square feet and (ii) specify monthly rental payments; and

WHEREAS, on August 14, 2018 the Parties entered into that certain Sixth Amendment to the lease (“Sixth Amendment”) in order to (i) extend the term; (ii) specify rental payments; (iii) provide for additional work of improvements to the Premises; and (iv) update addresses for purposes of giving notice; and

WHEREAS, on August 1, 2020 the Parties entered into that certain Seventh Amendment to the lease (“Seventh Amendment”) in order to (i) extend the term; (ii) specify rental payments; (iii) expand the Premises; and (iv) modify certain termination provisions; and

WHEREAS, the Original Lease as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, is hereafter referred to as the “Lease”; and

WHEREAS, the parties desire to further amend the Lease to in order to (i) extend the term; (ii) specify rental payments; and (iii) and specify certain tenant improvements.

WHEREAS, District is hereafter referred to as the “Tenant”; and

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 and are hereby incorporated and expressly made a part of this Eighth Amendment,

2. Effective as of the Effective Date of this Eighth Amendment, the Lease is hereby amended as follows:

A. Section 2.5 of the Lease is hereby deleted in its entirety and replaced with the following section:

“Tenant may terminate this Lease for any reason or no reason with written notice to Landlord, which notice shall specify a termination date no less than 180 days after delivery of such notice to Landlord. If Tenant exercises its right to terminate this Lease,

pursuant to the terms of this Section 2.5, then this Lease shall terminate effective as of the termination date provided in Tenant's notice with the same force and effect as if the Lease were scheduled to expire in accordance with its terms as of such date. In no event shall Tenant be obligated to pay any early termination fee or accelerated rent of any kind to Landlord."

- B. Section 2.6 of the Lease is hereby deleted in its entirety and replaced with the following section:

"2.6 2022 Extension Term. Effective upon execution of the Eighth Amendment to Lease, the term of this Lease is extended until July 31, 2023. Tenant shall have one (1) option to extend the term of this Lease for an additional one (1) year period ("Additional Extension Term") on all the provisions contained in this Lease, by giving notice of exercise of the option ("Option Notice") to Landlord at least ninety (90) days before the expiration of the preceding term. The monthly rental for the Additional Extension Term shall be as set forth in Section 4.2 below."

- C. Section 4.2 of the Lease is hereby deleted in its entirety and replaced with the following section:

"4.2 Rental Amounts During Initial Term, Extended Terms and month-to-month tenancy. Tenant shall pay to Landlord, in lawful money of the United States, the following rental amounts:

- a) From the Commencement Date until the Expansion Space Availability Date (as defined in that certain First Amendment to Lease dated August 21, 2001), Tenant shall pay to Landlord, In lawful money of the United States, the sum of Seven Thousand One Hundred Fifty-Six and 35/100 Dollars (\$7,156.35) per month (the "Minimum Monthly Rent");
- b) For the period commencing on the Expansion Space Availability Date through July 31, 2002, the sum of Ten Thousand Eight Hundred Thirty and 09/100 Dollars (\$10,830.09) per month;
- c) For the period commencing on August 1, 2002 through July 31, 2003, the sum of the sum of Eleven Thousand One Hundred Fifty-Four and 99/100 Dollars (\$11,154.99) per month;
- d) For the period commencing on August 1, 2003 through July 31, 2004, the sum of Eleven Thousand Four Hundred Eight-Nine and 65/100 Dollars (\$11,489.65) per month;
- e) For the period commencing on August 1, 2004 through July 31, 2005, the sum of Eleven Thousand Nine Hundred Forty-Nine and 23/100 Dollars (\$11,949.23) per month;

- f) For the period commencing on August 1, 2005 through July 31, 2007, the sum of Twelve Thousand One Hundred Fifty-Eight and 94/100 Dollars (\$12,158.94) per month;
- g) For the period commencing on August 1, 2007 and the date which is one (1) day prior to the 2007 Expansion Space Substantial Completion Date, the sum of Twelve Thousand Four Hundred Two and 12/100 Dollars (\$12,402.12) per month;
- h) For the period commencing on the 2007 Expansion Space Substantial Completion Date through July 31, 2008, the sum of Fourteen Thousand Seven Hundred Nine and 54/100 Dollars (\$14,709.54) per month;
- i) For the period commencing on August 1, 2008 through July 31, 2009, the sum of Fifteen Thousand Three and 73/100 Dollars (\$15,003.73) per month;
- j) For the period commencing on August 1, 2009 through July 31, 2010, the sum of Fifteen Thousand Six Hundred Three and 88/100 Dollars (\$15,603.88) per month;
- k) For the period commencing on August 1, 2010 through June 30, 2011, the sum of Sixteen Thousand Two Hundred Twenty-Eight and 04/100 Dollars (\$16,228.04) per month;
- l) For the period commencing on July 1, 2011 through July 31, 2013, the sum of Fourteen Thousand Eight Hundred Seventy and 30/100 Dollars (\$14,870.30) per month;
- m) For the period commencing on August 1, 2013 through July 31, 2015, the sum of Fifteen Thousand Two Hundred Seventy-Two and 20/100 Dollars (\$15,272.20) per month;
- n) For the period commencing on August 1, 2015 through July 31, 2016, the sum of Fifteen Thousand Six Hundred Seventy-Four and 10/100 Dollars (\$15,674.10) per month;
- o) For the period commencing on August 1, 2016 through July 31, 2017, the sum of Sixteen Thousand One Hundred Twenty-Four and 10/100 Dollars (\$16,124.10) per month;
- p) For the period commencing on August 1, 2017 through July 31, 2018, the sum of Sixteen Thousand Five Hundred Twenty-Six and No/100 Dollars (\$16,526.00) per month;
- q) For the period commencing on August 1, 2018 through July 31, 2019 the sum of Eighteen Thousand Thirty Four and 93/100 Dollars (\$18,034.93) per month;

- r) For the period commencing on August 1, 2019 through July 31, 2022 the sum of Eighteen Thousand Five Hundred Fourteen and 39/100 Dollars (\$18,514.39) per month.
- s) For the period commencing on August 1, 2022 through July 31, 2023 and for the Extension Term commencing August 1, 2023 through August 31, 2024 the sum of Nineteen Thousand Two Hundred Ninety Six and 25/100 Dollars (\$19,778.66) per month.

D. Section 4.6 of the Lease is hereby added as follows:

“4.6 2022 Tenant Improvements. Landlord shall install new carpet and repaint all walls throughout the expanded upstairs portion of the Premises in colors and styles acceptable to Tenant. Such work will be completed by October 31, 2022, and shall be performed for a budget not to exceed Twenty-Five Thousand Dollars (\$25,000). Any expenses in excess of \$25,000 for this work shall not be reimbursable to Landlord in the event Tenant elects to terminate this Lease prior to July 31, 2024. Landlord's contract(s) with the contractors who will perform this work shall comply with all laws and regulations relating to construction of improvements upon public property, to the extent such laws and regulations are applicable to improvements constructed pursuant to this Lease. Landlord is informed and aware that prevailing wage regulations apply to these improvements and shall ensure contractor pays persons performing labor or rendering service this Lease not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Landlord shall provide to each contractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

If Tenant elects to terminate this Lease prior to July 31, 2024, then upon termination of this Lease, Tenant shall pay to Landlord the unamortized amount of One Thousand Forty-Two Dollars (\$1,042.00) per month for each month after termination through July 2024. Upon the completion of the full term of this, as extended, on July 31, 2024, Tenant and Landlord agree that Landlord shall have been fully compensated for the costs of such expenditures through the collection of rent from Tenant.”

4. Except to the extent the Lease is specifically amended or supplemented by this Eighth Amendment, 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 arising thereunder.

5. This Eighth 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 Eighth 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 EIGHTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS EIGHTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

“LANDLORD”: **PAPEETE, LLC**, a California limited liability corporation

By: 
Papeete Arlene Allsman (Jun 8, 2022 14:43 PDT)

Print Name: Papeete Arlene Allsman

Title: Owner

“TENANT”: **SONOMA COUNTY AGRICULTURAL PRESERVATION & OPEN SPACE DISTRICT**, a public agency formed pursuant to the provisions of Public Resources Code Section 5500 *et. seq.*

By: _____
Misti Arias, General Manager

APPROVED AS TO FORM
FOR TENANT:

Date: _____


Lisa Pheatt (Jun 2, 2022 15:02 PDT)

Lisa Pheatt
Deputy County Counsel

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT

Reviewed by: 

Date: Jun 2, 2022