

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into this ___ day of _____, 202_, by and between SONOMA COUNTY FARM BUREAU, 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 August 1, 2021 (the "Lease"), for that certain office space commonly known as 3555 Westwind Boulevard, Santa Rosa, California 95403 (the "Premises"). The Premises contains Five Thousand Two Hundred Sixty Nine (5,269) Rentable Square Feet of floor area and is more particularly described in the Lease.
- B. Landlord and Tenant desire to amend the Lease to:
- (i) Extend the Lease Term for 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 the Extension Term; and
 - (iii) Further amend and/or modify the Lease as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed:

1. Term. The Lease Term is extended for five (5) years, from August 1, 2023 to July 31, 2028 ("Extension Term").
2. Base Rent. Section 4.1 of the Lease shall be deleted and replaced with the following:
 - a. Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date of the Extension Term, August 1, 2023, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Six Thousand Fifty Nine and 35/100 dollars (\$6,059.35), (\$1.15 per square foot of Rentable Area per month), in advance on or before the first (1st) day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. All sums payable by Tenant to Landlord under this Lease shall be deemed "Rent". Payment of Rent shall be made at the address set forth in Section 19.2 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord.
3. Additional Rent. Commencing on the Commencement Date of the Extension Term, August 1, 2023, in addition to Rent pursuant to Section 4.1 of this Lease, Tenant shall pay to Landlord in equal monthly installments Tenant's pro-rata share of property taxes, insurance and common area maintenance expenses as described in Section 5.1 of the Lease ("NNN Expenses") at a rate not to exceed the following: \$.25 per rentable sq. ft. per month for the period August 1, 2023 – July 31, 2025; \$.30 per rentable sq. ft. per month for the period August 1, 2025 to July 31, 2027; \$.35 per month on and after August 1, 2027.

4. Rental Adjustments. At the beginning of the 13th month of the Extension Term and every twelve (12) months thereafter during the Extension Term, the Base Rent as described in Section 2 of this First Amendment shall be increased at the rate reported in the Bureau of Labor Statistics (BLS) Consumer Price Index for All Urban Consumers (CPI-U) San Francisco-Oakland- Hayward, with the rate increase not to exceed four percent (4%) over the previous period's rent.

5. Termination by Tenant due to Non-appropriation of Funds. In addition to any rights and remedies set forth in the Lease, Tenant may terminate this Lease, with respect to all or part of the Premises upon one hundred and eighty (180) days' written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events occurs: a) the Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this lease; b) the Board of Supervisors discontinues, in whole or in part, the program or agency for which the premises were leased; c) the funding, whether at County, State or Federal, for the program or agency for which the premises were leased is reduced or withdrawn.

6. The terms and conditions contained in this First 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 First Amendment. Once this First Amendment is fully executed, this First 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.

7. Except to the extent the 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 First 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.

8. Tenant shall not be liable for any brokerage commissions or fees related to this Amendment.

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

“LANDLORD”: SONOMA COUNTY FARM BUREAU
By: Dayna Ghurardelli
Print Name: Dayna Ghurardelli
Title: Executive Director

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

By: _____
Johannes Hoevertsz
Director, Sonoma County Public Infrastructure

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

RECOMMENDED FOR APPROVAL FOR TENANT:

Warren Sattler, Real Estate Manager