

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease ("Sixth Amendment"), dated as of _____ ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, and successor-in-interest to KIRK VEALE (dba VEALE INVESTMENT PROPERTIES), the named Lessor under the Original Lease ("Lessor") and **WEST COUNTY COMMUNITY SERVICES**, an IRC 501(c)(3) non-profit California corporation, formerly known as Community and Family Services Agency ("Lessee"). Lessor and Lessee 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 Kirk Veale (dba Veale Investment Properties) and Lessee entered that certain Lease dated October 15, 2015 ("Original Lease") for premises located at 16390 Main Street, in Guerneville, California ("Premises"); and

WHEREAS, the Original Lease was thereafter amended by that certain Lease Renewal Agreement dated November 7, 2018 ("First Amendment"); that certain Lease Renewal Agreement dated December 3, 2019 ("Second Amendment"); that certain Lease Renewal Agreement dated August 31, 2020 ("Third Amendment"); that certain Lease Modification Agreement dated April 19, 2021 ("Fourth Amendment"); and that certain Lease Renewal Agreement dated October 31, 2021 ("Fifth Amendment") (collectively the "Amendments"); and the Lease as modified by the Amendments is hereinafter referred to as the "Lease"; and

WHEREAS, the Lease expired on December 31, 2022, and Lessee is holding over month-to-month, pursuant to Section 38 of the Lease; and

WHEREAS Lessor and Lessee desire to amend the Lease to: (i) extend the Lease Term; (ii) specify rental payments; (iii) provide for lease options to further extend the term; and (iv) provide for certain other terms and conditions as set forth herein.

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. Lessee acknowledges and accepts the County as the Lessor under the Lease. As of December 21, 2022, all references to "Lessor" in the Lease shall be deemed to mean and refer to the County.
3. The following amendments to the Lease shall apply as of the Effective Date of this Sixth Amendment:
 - A. **TERM.** The Lease is renewed and extended effective as of the Effective Date of this Sixth Amendment, and the Lease term now expires on December 31, 2023.
 - B. **LEASE OPTIONS.** Lessor grants to Lessee two (2) options to extend the Lease Term ("Extension Option") for a period of one (1) year each ("Option Term"), provided Lessee is not then in default of the Lease. If Lessee wishes to exercise its Extension Option with

respect to the first or second Option Term, Lessee shall deliver written notice to Lessor not less than one hundred twenty (120) days before the expiration of the initial Lease Term or first Option Term, as the case may be.

C. **RENT.** Lessee shall pay to Lessor rent ("Rent") in equal monthly installments as follows:

i. For the period of January 1, 2023 through December 31, 2023, the sum of Five Thousand Six Hundred Sixty-Five and 00/100 dollars (\$5,665.) per month;

ii. For the period of January 1, 2024 through December 31, 2024, the sum of Five Thousand Eight Hundred Thirty-Four and 95/100 dollars (\$5,834.95) per month; and

iii. For the period of January 1, 2025 through December 31, 2025, the sum of Six Thousand Ten and 00/100 Dollars (\$6,010.00) per month.

4. Except to the extent the Lease is expressly 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 Lessee or Lessor arising thereunder.

5. This Sixth 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 Sixth Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS SIXTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SIXTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

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

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

"LESSEE": **WEST COUNTY COMMUNITY SERVICES**, an IRC 501(c)(3) non-profit California corporation, formerly known as Community and Family Services Agency

By: _____
Tim Miller, Executive Director

The SPI Director is authorized to sign this Lease Amendment pursuant to Board of Supervisors' Action dated _____, 2023.

APPROVED AS TO FORM FOR LESSOR:

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

C. Warren Sattler, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____