

**SECOND AMENDMENT TO GROUND LEASE
AGREEMENT FOR USE OF COUNTY FACILITIES**

This Second Amendment ("Second Amendment") dated as of July 31, 2021, to that certain Ground Lease dated July 11, 2017 (the "Lease") as previously amended by that certain First Amendment dated December ___, 2020, is made by and between **COUNTY OF SONOMA**, a political subdivision of the State of California ("**County**") and **COMMUNITY HOUSING SONOMA COUNTY**, a California nonprofit public benefit corporation ("**Tenant**"). County and Tenant 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, **County** and **Tenant** entered into that certain Ground Lease dated July 11, 2017, for the Tiny Homes Pilot Project for the premises located 665 Russell Ave., Santa Rosa, a portion of APN: 173-030-029 containing 34,000 sq. ft. (the "Premises"); and

WHEREAS, in May 2017, the Board authorized execution of the Ground Lease to initiate a 3 year Pilot Project ("Pilot Project") for the planning, construction and operation of a project to safely house homeless veterans in 14 small, non-traditional temporary residential structures containing approximately 350 sq ft. (the "Temporary Structures"). The Pilot Project is also known as the "Zane-Wolff Veterans Village";

WHEREAS the City of Santa Rosa assessed the Pilot Project with certain development impact fees including water and sewer connection fees and Capital Improvement and Parks Fees if the temporary use of the county property continued beyond the Temporary Use Permit term, which fees Tenant agreed to pay if it remained on the Premises after July 31, 2021, and failed to remove the Temporary Structures prior to said date; and

WHEREAS, at its meeting on December 15, 2020, the Board determined to extend the term of the Lease for twenty (20) years expiring on July 31, 2041 (the "Extended Term") based on findings as required under California Government Code 26227: (i) that the County does not need the Premises for County purposes for the term of the Lease extension; and (ii) that the Premises will be used to meet the social needs of the population by providing housing for people who would otherwise be homeless.

NOW, THEREFORE, the Parties agree the foregoing Recitals are true and correct and in consideration of the Premises and the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. Upon the Parties' execution of the First Amendment and this Second Amendment, the Lease is modified to delete Section 1.E. of the First Amendment in its entirety.
2. Except to the extent the Lease is specifically amended or supplemented by this Second Amendment, the First Amendment, the Lease, together with all exhibits thereto 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 County or Tenant arising thereunder.
3. The Lease as modified by this Second Amendment and the First Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms hereof or the Lease, or for the breach thereof shall be brought and tried in the County of Sonoma.
4. This Second Amendment may be executed in any number of counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the Parties mutually executing such counterparts, and all of which together shall constitute one instrument.

COUNTY 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 Second Amendment as of the dates set forth below.

The undersigned representatives of the County are authorized by the Board of Supervisors of the County of Sonoma, pursuant to the Summary Item No. ____ approved on _____, 2021.

COUNTY:

By: _____
Caroline Judy, Director
Department of General Services

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Deputy County Counsel

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY:

Real Estate Manager

TENANT:

Community Housing Sonoma County,
a California nonprofit public benefit corporation

By: _____

Its: _____

Date: _____

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:
