

First Amendment to Lease  
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT  
3105 Willow Pass Road  
Bay Point, California

This first amendment is dated \_\_\_\_\_ and is between Ambrose Recreation and Park District, a special district existing under the laws of the State of California (the “**District**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The District and the County are parties to a lease dated February 25, 2014 (the “Lease”), under which the County is leasing a portion of the building located at 3150 Willow Pass Road in Bay Point that consists of approximately 5,193 square feet of floor space that is commonly known as classrooms 3, 7, 8, 9 and 10 (the “Career Center” or the “Premises”).
- B. The parties desire to extend the term of the lease and revise the rent.

The parties therefore amend the Lease as follows:

Agreement

- 1. Section 3 of the Lease entitled “Term” is deleted in its entirety and replaced with the following:

Term. The “**Term**” of this lease is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.

- a. Initial Term. The “**Initial Term**” is eight years, commencing on January 1, 2014 (the “**Commencement Date**”) and ending December 31, 2022.
- b. Renewal Terms. County has three (3) options to renew this lease for a term of one (1) year for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein.
  - i. County will provide District with written notice of its election to renew the Lease thirty (30) days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County’s receipt of District’s written demand that County exercise or forfeit the option to renew. If District does not provide County with such demand prior to the end of the Term, then the Term will be deemed renewed for the

Renewal Term, unless the parties otherwise agree in writing to terminate the Lease.

- ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

- 2. Section 4 of the Lease entitled “Rent” is deleted in its entirety and replaced with the following:

Rent. County shall pay rent (“**Rent**”) to District monthly in advance beginning on the Commencement Date. Rent is payable on the tenth (10<sup>th</sup>) day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

- a. Initial Term:

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2014 – December 31, 2014	\$6,090
January 1, 2015 – December 31, 2015	\$6,210
January 1, 2016 – December 31, 2016	\$6,335
January 1, 2017 – December 31, 2017	\$6,460
January 1, 2018 – December 31, 2018	\$6,590
January 1, 2019 – June 30, 2020	\$6,720
July 1, 2020 – December 31, 2020	\$6,922
January 1, 2021 – December 31, 2021	\$7,130
January 1, 2022 – December 31, 2022	\$7,344

- b. First Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2023 – December 31, 2023	\$7,564

- c. Second Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2024 – December 31, 2024	\$7,791

- d. Third Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
January 1, 2025 – December 31, 2025	\$8,025

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

3. All other terms of the Lease remain unchanged.

4. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile signatures or signatures scanned into .pdf (or in other electronic format) and sent by e-mail shall be deemed original signatures.

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District and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

AMBROSE RECREATION AND  
PARK DISTRICT, a California  
special district

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

By: \_\_\_\_\_  
Doug Long  
General Manager

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

SS:

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