

**NAPA COUNTY AGREEMENT NO.
160001B AMENDMENT NO. 6**

This Amendment No. 6 to Napa County Agreement No. 160001B (otherwise known as Napa County Agreement No. 16001B-16) (the “Agreement”), is hereby agreed to as of this _____ day of _____, 2023, by and between NAPA COUNTY, CALIFORNIA, a political subdivision of the State of California (“Lessee” or “County”) and CALISTOGA RENTAL HOMES, LLC, a limited liability company (“Lessor,” and collectively with County, the “Parties”).

RECITALS

WHEREAS, on January 6, 2016, Lessor and Lessee entered into the Agreement, to lease office space located at 1705 Washington Street, Suite B, in the City of Calistoga, State of California, to be used by Napa County Health & Human Services Agency’s older adults and self-sufficiency divisions; and

WHEREAS, Lessor and Lessee amended the Agreement five times, entering into Amendment No. 1 to add Suite I on March 1, 2016, Amendment No. 2 on July 12, 2016, to add Suite E, Amendment No. 3 on December 5, 2017, to add Suites D and F, to extend the term for five (5) years and to adjust the rental fee, Amendment No. 4 on July 10, 2018, to remove Suites D and F, extend the term, and adjust the rental fee and Amendment No. 5 on December 10, 2019, to add Suite C, adjust the rental fee and extend the term for an additional five (5) years; and

WHEREAS, Suite K of the premises is now available for lease and Lessee desires to lease this additional suite to house outreach workers and therapists from both Mental Health and Alcohol and Drug Services; and

WHEREAS, Lessor is the owner of the premises and Mt. St. Helena Realty manages the premises and has been designated the authority to sign this Agreement and all amendments on behalf of the Lessor; and

WHEREAS, Lessor and Lessee now mutually desire to amend the lease agreement to add approximately 360 square feet of space known as Suite K and to adjust the rental fee accordingly.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby recognized, the Parties agree to amend the Lease as follows

1. Paragraph 1 is hereby amended to read in full as follows:

1. Description of Leased Premises. Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on and subject to all of the terms, covenants and conditions hereinafter set forth, approximately 1,770 square feet of office space commonly known as 1705 Washington Street, Suites B, C, E, I and K in Calistoga, California together with the land, improvements, structures, fixtures, and personal property affixed to or located at such building, as well as all rights, privileges, and

easements appurtenant thereto including any common space area, if any (collectively, the “Demised Premises”).

2. Paragraph 3 is hereby amended to read in full as follows:

3. Term. The term of this Lease shall begin on January 6, 2016, for Suite B, March 1, 2016, for Suite I, July 12, 2016, for Suite E, November 1, 2019, for Suite C, and January 3, 2023, for Suite K (the “Effective Dates”), and shall terminate for the whole of the Demised Premises at 11:59 pm on December 31, 2027 (the “Term”). Lessee has no right to retain possession of the Demised Premises or any part thereof beyond the expiration or termination of this Lease. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

3. Paragraph 4 is hereby amended to read in full as follows:

4. Rent. Lessee agrees to and shall pay on the 1st of every month the following rental fee amounts to Calistoga Rental Homes, LLC, 1480 Moraga Road, Suite I-#198, Moraga, California, 94556 (or at such other place as Lessor shall from time to time in writing designate):

January 6, 2016 – December 31, 2016	(\$425 per suite)	\$425.00
March 1, 2016 – June 30, 2016	(\$425 per suite)	\$850.00
July 1, 2016 – December 31, 2016	3% Increase	\$1,275.00
January 1, 2017 – December 31, 2017	3% Increase	\$1,313.25
January 1, 2018 – July 31, 2018	3% Increase	\$2,254.40
August 1, 2018 – December 31, 2018	(\$450.88 per suite)	\$1,352.64
January 1, 2019 – October 31, 2019	(\$464.41 per suite)	\$1,393.22
November 1, 2019 – December 31, 2019	(\$464.41 per suite)	\$1,857.64
January 1, 2020 – December 31, 2020	3% Increase	\$1,913.37
January 1, 2021 – December 31, 2021	3% Increase	\$1,970.77
January 1, 2022 – December 31, 2022	(\$507.47 per suite)	\$2,029.89
January 1, 2023 – December 31, 2023	(\$522.69 per suite)	\$2,613.45
January 1, 2024 – December 31, 2024	3% Increase	\$2,691.85
January 1, 2025 – December 31, 2025	3% Increase	\$2,772.61
January 1, 2026 – December 31, 2026	3% Increase	\$2,855.79
January 1, 2027 – December 31, 2027	3% Increase	\$2,941.46

Any partial month of the tenancy of the Demised Premises shall be prorated.

4. This Amendment No. 6 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page. This Amendment No. 6 may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

5. This Amendment No. 6 is effective on the date written on the first page.

6. This Amendment No. 6 represents all the changes to the Agreement agreed to by Licensor and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 6 shall remain in full force and effect.

7. Except as provided in 1 through 6, above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first stated above.

MOUNT ST. HELENA REALTY

By: 
MARILYN McCOUL, Authorized Agent
"LESSOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____

Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>December 13, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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