

**NAPA COUNTY AGREEMENT NO. 170067B
AMENDMENT NO. 9**

LEASE AGREEMENT

THIS AMENDMENT NO. 9 TO NAPA COUNTY AGREEMENT NO. 170067B is made and entered into as of the ____ day of _____, 2023, by and between ROCKWATER, LLC, a Limited Liability Company, hereinafter referred to as “Lessor,” and the COUNTY OF NAPA, a political subdivision of the State of California (“Lessee,” and collectively with Lessor, the “Parties”).

RECITALS

WHEREAS, on July 1, 2000, Lessee entered into Napa County Lease Agreement 4313, renumbered as Napa County Agreement No. 170067B (the “Lease”) with Mary Ann Varner, in which Ms. Varner leased to Lessee approximately 5,820 square feet of space know as 994 Kaiser Road, Unit A, in Napa, California 94558 described in the Lease as “the leased premises” for use primarily as a records storage facility; and

WHEREAS, on January 9, 2001, the Lease was amended for the first time to reflect Joseph Lenzi Potter as the new owner of the building and to establish responsibility for the installation and cost of certain additional improvements to the leased premises; and

WHEREAS, Amendment No. 2 was approved on April 26, 2006, to add approximately 2,240 square feet of leased space known as Unit B, provided for certain improvements, and extended the term through June 30, 2009; and

WHEREAS, Amendment No. 3 was approved on July 1, 2009, to modify the terms and rental fees of the lease through June 30, 2016, with an option to extend the term for two additional years; and

WHEREAS, Amendment No. 4 was approved on May 22, 2012, to modify the terms to establish responsibility for improvements and extend the term; and

WHEREAS, Amendment No. 5 was approved on June 23, 2015, to modify the terms and rental fees of the Lease through June 30, 2016, with an option to extend the term for two additional years; and

WHEREAS, Amendment No. 6 was approved on July 12, 2016, to reflect the change and transfer of ownership of the leased premises to Lessor; and

WHEREAS, Amendment No. 7 was approved on June 6, 2017, to extend the term through June 30, 2019, and adjust the rental fee; and

WHEREAS, Amendment No. 8 was approved on July 31, 2018, to clarify the description of the leased premises, extend the term through June 30, 2023, with an option to

extend for an additional three years, remove the right for early termination, and adjust the rental fee and annual increases; and

WHEREAS, there is no longer a need for the Lessee to exercise the option to extend the term for an additional three years; and

WHEREAS, the Parties mutually agree to extend the term for one additional year through June 30, 2024, and adjust the monthly rental fee.

TERMS

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

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

2. **TERM:** The Lease term for Unit A shall be from July 1, 2009, expiring on June 30, 2024 (“Unit A Base Term”), and the Lease term for Unit B shall be from July 1, 2009, expiring December 31, 2018.

Lessee shall no longer have the right to terminate the Lease prior to the expiration dates as stated above.

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

4. **RENTAL:** Lessee shall pay Lessor the following monthly rental amount on Unit A (the “Unit A Base Rent”) during the period noted:

July 1, 2022, through June 30, 2023	\$7,651.82
July 1, 2023, through June 30, 2024	\$9,000.00

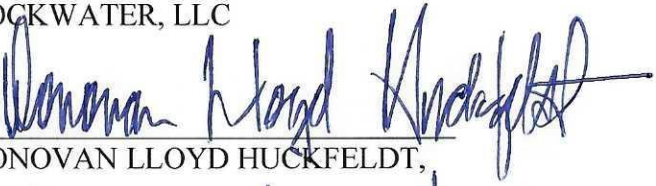
3. This Amendment No. 9 represents all the changes to the Agreement agreed to by the Lessee and Lessor. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 9 shall remain in full force and effect.


4. This Amendment No. 9 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original. This Amendment No. 9 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. This Amendment No. 9 shall become effective July 1, 2023.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 of the Lease as of the date first above written.

ROCKWATER, LLC

By: 
DONOVAN LLOYD HUCKFELDT,
Owner

By: 
ANN MARIE HUCKFELDT,
Owner

“LESSOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair of the
Board of Supervisors

“LESSEE”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>March 6, 2023</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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