

**NAPA COUNTY AGREEMENT NO. 170064B (formerly 7714)
AMENDMENT NO. 6**

LEASE AGREEMENT

THIS AMENDMENT NO. 6 TO NAPA COUNTY LEASE AGREEMENT NO. 170064B (hereinafter referred to as “Agreement” or “Lease Agreement”) is made and entered into as of this _____ day of _____, 2023, by and between JAMES B. DUNCAN AND NANCY A. DUNCAN, (“Lessor”), and NAPA COUNTY, a political subdivision of the State of California, (“Lessee”).

RECITALS

WHEREAS, by Napa County Agreement No. 170064B (formerly numbered as Agreement No. 7714) entered into on January 24, 2012 (“Lease Agreement”), Lessor leased to Lessee the premises located at 1834A Soscol Avenue, in the City of Napa, State of California (the “Premises”); and

WHEREAS, Lessor and Lessee entered into Amendment 1 to the Lease Agreement on December 17, 2013, Amendment 2 on January 10, 2016, Amendment 3 on November 13, 2018, Amendment 4 on November 16, 2021, and Amendment 5 on November 8, 2022, each to extend the term of the Lease Agreement and update the monthly rental fee; and

WHEREAS, Lessor and Lessee now desire to enter into Amendment 6 to extend the term of the Lease Agreement for one (1) additional year through January 31, 2025, with an annual increase to the monthly rental fee during the new term.

TERMS

NOW, THEREFORE, Lessor and Lessee hereby amend the Lease Agreement as follows:

1. Paragraphs 2, 3, and 11 are amended to read in full as follows:
2. **TERM**: The term of this Agreement shall have commenced on January 24, 2012, and shall expire at the end of day on January 31, 2025, unless terminated earlier in accordance with Paragraph 17 (Cancellation) or 18 (Default).
3. **MONTHLY RENTAL**: Lessee shall pay Lessor the following monthly rental amount for the lease of the Leased Premises during the periods noted:

| <u>Period</u> | <u>Base Rent</u> |
|---|----------------------|
| January 24, 2012 through January 23, 2014 | \$2,040.00 per month |
| January 24, 2014 through January 23, 2015 | \$2,101.20 per month |
| January 24, 2015 through January 23, 2016 | \$2,101.20 per month |

| | |
|---|----------------------|
| January 24, 2016 through January 23, 2017 | \$2,164.24 per month |
| January 24, 2017 through January 23, 2018 | \$2,272.45 per month |
| January 24, 2018 through January 31, 2019 | \$2,340.63 per month |
| February 1, 2019 through January 31, 2020 | \$2,805.00 per month |
| February 1, 2020 through January 31, 2021 | \$3,060.00 per month |
| February 1, 2021 through January 31, 2022 | \$3,315.00 per month |
| February 1, 2022 through January 31, 2023 | \$3,491.00 per month |
| February 1, 2023 through January 31, 2024 | \$3,666.00 per month |
| February 1, 2024 through January 31, 2025 | \$3,775.98 per month |

11. MAINTENANCE: Lessor agrees to maintain in good condition the exterior of the Leased Premises and Project, including walls, roof, glass windows, paving, walks and roll-up garage door. Lessor agrees to provide and properly care for and maintain all walkways and all grounds landscaping. Lessee agrees to maintain the interior of the Leased Premises in good condition and repair, subject to reasonable use and wear thereof.

2. This Amendment No. 6 represents all the changes to the Agreement agreed to by Lessor and Lessee. 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.

3. This Amendment No. 6 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. 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.

[Remainder of page left blank intentionally, signature page follows.]

4. Except as provided in 1 through 3 above, the terms and provisions of the Agreement shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, this Amendment 6 to the Lease Agreement was executed by the parties hereto as of the date first above written.

JAMES B. DUNCAN AND NANCY A. DUNCAN

DocuSigned by:
BY James B. Duncan
JAMES B. DUNCAN

DocuSigned by:
BY Nancy A. Duncan
NANCY A. DUNCAN

"LESSOR"

NAPA COUNTY, a political subdivision of the State of California

BY _____
BELIA RAMOS, Chair
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>October 11, 2023</u></p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|