

**NAPA COUNTY COMMERCIAL LEASE AGREEMENT NO. 160001B
AMENDMENT NO. 7**

THIS AMENDMENT NO. 7 TO NAPA COUNTY COMMERCIAL LEASE AGREEMENT NO. 160001B is made and entered into as of the _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California ("County") and CALISTOGA RENTAL HOMES, LLC, a limited liability company ("Lessor," and collectively with County, the "Parties").

RECITALS

- A. On January 6, 2016, Lessor and County entered into Agreement No. 160001B ("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.
- B. Lessor and County entered 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, 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 Amendment No. 6 on January 10, 2023, to add Suite K and adjust the rental fee.
- C. Lessor and County now mutually desire to amend the lease agreement to allow the removal of Suites B, C, E, I, and/or K upon execution by Lessor of a lease or license with a new occupant(s) to replace each suite and adjust the rental fee accordingly.
- D. For good and valuable consideration, the sufficiency of which is acknowledged, County and Lessor 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 County and County hereby hires from Lessor, on and subject to all of the terms, covenants and conditions hereinafter set forth, approximately 1,420 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"). The parties agree to remove each of Suites B, C, E, I, and K from the Demised Premises upon execution by Lessor of a lease or license with a new occupant(s) to replace each suite, provided, however, that County shall continue to pay the rental amount until the execution by Lessor of a lease or license with a new occupant(s) to replace each suite.

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 Suites B, C, E, I and/or K shall terminate upon execution by Lessor of a lease or license with a new occupant(s) to replace each suite or shall terminate for the whole of the Demised Premises at 11:59 pm on December 31, 2027 (the "Term"), whichever date first occurs. County 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 County.

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

4. Rent. County 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	\$1,393.23
November 1 - December 31, 2019	\$464.41 per suite	\$2,090.76
January 1, 2020 - December 31, 2020	3% Increase	\$2,153.48
January 1, 2021 - December 31, 2021	3% Increase	\$2,218.09
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 (\$538.37 per suite)	\$2,691.85
January 1, 2025 - December 31, 2025	3% Increase (\$554.52 per suite)	\$2,772.61
January 1, 2026 - December 31, 2026	3% Increase (\$571.16 per suite)	\$2,855.79
January 1, 2027 - December 31, 2027	3% Increase (\$588.29 per suite)	\$2,941.46

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

* County shall continue to pay the rental amount until the execution by Lessor of a lease or license with a new occupant(s) of Suites B, C, E, I, and/or K; thereafter, the rental amount will be reduced by the per suite amount associated with each suite.

4. Paragraph 30 is hereby amended to read in full as follows:

30. **Cancellation.** Suites B, C, E, I and/or K shall terminate upon execution by Lessor of a lease or license with a new occupant(s) to replace each suite. Lessor shall immediately notify Lessee when such a lease or license agreement is executed.
5. This Amendment No. 7 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. 7 may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.
6. This Amendment No. 7 is effective on the date written on the first page.
7. This Amendment No. 7 represents all the changes to the Agreement agreed to by Lessor and County. 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. 7 shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, this Amendment No. 7 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Lessor through its authorized officer(s).

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board
of Supervisors

CALISTOGA RENTAL HOMES, LLC

By Chelsea Devries
CHELSEA DEVRIES, Property Manager

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>May 12, 2025</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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