

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

Napa County Clerk of the Board
1195 Third Street, Suite 310
Napa, California 94559

(Fees waived pursuant to Government Code §27383)

**NAPA COUNTY AGREEMENT NO. 4381
AMENDMENT NO. 1**

(LEASE AGREEMENT)

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 4381 (the "Lease Agreement") is made and entered into as of this _____ day of _____, 2021, by and between the County of Napa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Rombauer Vineyards, Inc., a California corporation, hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, on or about November 1, 2000, COUNTY and LESSEE entered into the Lease Agreement to enable LESSEE to construct and thereafter use a private aircraft storage hangar on the south side of the Airport;

WHEREAS, the initial term of Lease Agreement ran from November 1, 2000 until October 31, 2020 and provided for LESSEE's option to exercise a five (5) year option that would extend the term until October 31, 2025;

WHEREAS, LESSEE exercised the five (5) year option by letter to the Napa County Airport Manager on October 15, 2015; and

WHEREAS, LESSEE recently requested to terminate the option period early and the COUNTY hereby agrees to an early termination;

TERMS

NOW, THEREFORE, COUNTY and LESSEE hereby agree to amend the Lease Agreement as follows:

1. Section 2, "Term", of the Lease Agreement is amended in its entirety to remove subsection (b) that provided for an option period and read in full as follows:

2. TERM

The term (the "Term") of this Lease Agreement shall commence at twelve o'clock A.M. on November 1, 2000 (the "Commencement Date") and shall terminate on September 28, 2021 ("Lease Termination Date").

2. LESSEE hereby assigns to COUNTY all of its rights, title, and interest in any improvements to the Premises as well as any personal property remaining on the Premises as of September 28, 2021.

3. LESSEE warrants that it has provided COUNTY with the keys and structures on the Premises and hereby relinquishes all rights of possession as of the Lease Termination Date.

4. LESSEE warrants that no portion of the Leased Premises are subject to any assignment, sublease, mortgage, pledge, encumbrance, and/or other transfer of any interest to any third-party.

5. Except as provided in (1)-(4) above, those terms and provisions expressly intended to survive the termination of the Lease Agreement shall remain in full force and effect as previously approved.

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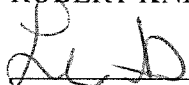
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 of the Lease Agreement as of the date first above written.

ROMBAUER VINEYARDS, INC.

By 
ROBERT KNEBEL, CEO

By 
LYNNE S. SLETT, SECRETARY

“LESSEE”

COUNTY OF NAPA, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas S. Capriola</u> Deputy County Counsel Date: <u>September 9, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

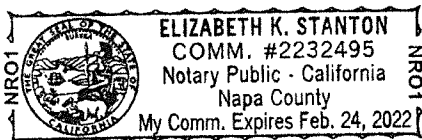
State of California)

County of Napa)On 14 September 2021 before me, Elizabeth K. Stanton, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Robert Knebel and Lynn S. Sletho
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____