

**FIRST AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GEORGE N. FRYKBERG TRUST**

This First Amendment to the Lease Agreement dated June 20, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LESSEE," and the George N. Frykberg Trust, hereinafter referred to as "LESSOR," is entered into on this _____ day of _____, 2023.

WHEREAS, on June 20, 2017, LESSEE and LESSOR entered into a Lease Agreement for the use of office and vehicle storage space located at 2618 Myrtle Avenue, Eureka, California; and

WHEREAS, LESSEE and LESSOR now desire to amend certain provisions of the Lease Agreement in order to extend the term thereof, increase the monthly rental payments required thereunder and modify the execution requirements set forth therein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Lease Agreement is hereby amended to delete Section 4 – Term of Lease and replace it in its entirety with the following:

4. TERM OF LEASE

This Lease shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2033, unless extended by a valid amendment hereto or sooner terminated as set forth herein. Any holding over with LESSOR's consent beyond the term of this Lease shall be a month to month tenancy subject to all of the terms and conditions of this Lease

2. The Lease Agreement is hereby amended to delete Section 5 – Rent and replace it in its entirety with the following:

5. RENT

COUNTY shall pay to LESSOR rent for the leased premises at the following monthly rental rates:

Beginning July 1, 2017 through June 30, 2018, One Thousand Seven Hundred Eighty-Six Dollars (\$1,786.00) per month;

Beginning July 1, 2018 through June 30, 2019, One Thousand Eight Hundred Thirty-One Dollars (\$1,831.00) per month;

Beginning July 1, 2019 through June 30, 2020, One Thousand Eight Hundred Seventy-Seven Dollars (\$1,877.00) per month;

Beginning July 1, 2020 through June 30, 2021, One Thousand Nine Hundred Twenty-Three Dollars (\$1,923.00) per month;

Beginning July 1, 2021 through June 30, 2022, One Thousand Nine Hundred Seventy-Two Dollars (\$1,972.00) per month;

Beginning July 1, 2022 through June 30, 2023, Two Thousand Twenty-One Dollars (\$2,021.00) per month;

Beginning July 1, 2023 through June 30, 2024, Two Thousand Seventy-Two Dollars (\$2,072.00) per month;

Beginning July 1, 2024 through June 30, 2025, Two Thousand One Hundred Twenty-Four Dollars (\$2,124.00) per month;

Beginning July 1, 2025 through June 30, 2026, Two Thousand One Hundred Seventy-Seven Dollars (\$2,177.00) per month;

Beginning July 1, 2026 through June 30, 2027, Two Thousand Two Hundred Thirty-One Dollars (\$2,231.00) per month;

Beginning July 1, 2027 through June 30, 2028, Two Thousand Two Hundred Eighty-Seven Dollars (\$2,287.00) per month;

Beginning July 1, 2028 through June 30, 2029, Two Thousand Three Hundred Forty-Four Dollars (\$2,344.00) per month;

Beginning July 1, 2029 through June 30, 2030, Two Thousand Four Hundred Three Dollars (\$2,403.00) per month;

Beginning July 1, 2030 through June 30, 2031, Two Thousand Four Hundred Sixty-Three Dollars (\$2,463.00) per month;

Beginning July 1, 2031 through June 30, 2032, Two Thousand Five Hundred Twenty-Five Dollars (\$2,525.00) per month; and

Beginning July 1, 2032 through June 30, 2033, Two Thousand Five Hundred Eighty-Eight Dollars (\$2,588.00) per month.

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one[1]thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. Rent and other charges under the Lease payable by either party shall be paid without offset or deduction.

3. The Lease Agreement is hereby amended to include the following provision regarding counterpart

execution:

37. COUNTERPART EXECUTION

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

- 4. Except as modified herein, the Lease Agreement dated June 20, 2017, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Lease Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

GEORGE N. FRYKBERG TRUST:

By: Elizabeth A. Frykberg
Name: Elizabeth A. Frykberg
Title: Trustee

Date: May 31, 2023

By: Marie G. Frykberg
Name: Marie G. Frykberg
Title: Trustee

Date: May 31, 2023

COUNTY OF HUMBOLDT:

By: _____
Steve Madrone, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman
Risk Management

Date: 6-02-2023