

**AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. 05-072**

This Amendment to Agreement No. 05-072 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "Lessee," and Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024, hereinafter referred to as "Lessor," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 05-072 (the "Lease") was entered into on June 7, 2005, and had an initial termination date of February 28, 2015; and

WHEREAS, the Lease included an option for the Lessee to renew the Lease for an additional ten-year period, with monthly rental to be re-evaluated at the time of exercise of the option; and

WHEREAS, the County exercised its option to extend the Lease by a letter dated December 3, 2014, for a period of ten (10) years with a new expiration date of February 28, 2025, with rent increases consistent with the original Lease; and

WHEREAS, subsequent to the execution of the Lease, the real property that is the subject of the Lease was transferred to Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024; and

WHEREAS, it is the desire of Lessee and Lessor to amend the Lease to memorialize the County's exercise of the option, to further extend the termination date for an additional 10-year period and revise the rent schedule accordingly, create a new 10-year option for the County to extend the Lease, and update the identity of the Lessor.

NOW, THEREFORE, we agree as follows:

1. The real property that is the subject of the Lease is owned by, and the term Lessor shall refer to, Christopher E. Walls and Melinda A. Walls, Trustees of the Walls Family Revocable Trust, dated February 22, 2024.

2. Paragraph 1 of the Lease is hereby modified in its entirety to read as follows:

This Lease commenced on March 1, 2005, and had an initial 10-year term with an option to extend for a further 10-year term, with rent increases consistent with the original agreement. Lessee exercised the option to extend in 2014, which extended the term of the lease to February 28, 2025. Pursuant to an amendment

to this agreement entered into in 2025, the term of the Lease is extended for a period of 10 additional years, for a new termination date of February 28, 2035.

3. Paragraph 3 of the Lease is hereby modified in its entirety to read as follows:

The monthly rent due for years between March 1, 2025, and February 28, 2035, is shown in the following schedule. Rent is increased by 4.5% annually over said 10-year period:

March 1, 2025 – February 28, 2026	\$1,600.00
March 1, 2026 – February 28, 2027	\$1,672.00
March 1, 2027 – February 29, 2028	\$1,747.24
March 1, 2028 – February 28, 2029	\$1,825.87
March 1, 2029 – February 28, 2030	\$1,908.04
March 1, 2030 – February 28, 2031	\$1,993.91
March 1, 2031 – February 29, 2032	\$2,083.64
March 1, 2032 – February 28, 2033	\$2,177.41
March 1, 2033 – February 28, 2034	\$2,275.40
March 1, 2034 – February 28, 2035	\$2,377.80

Commencing March 1, 2025, there is no longer an additional fee for road maintenance costs, but Lessee's contribution towards maintenance and upkeep of the access road is included in the total rent.

4. Paragraph 4 of the Lease is hereby modified in its entirety to read as follows:

Lessee shall have the option to renew this lease for an additional ten-year period, commencing on March 1, 2035. To exercise this option, Lessee must notify Lessor in writing no less than sixty (60) days prior to the expiration of the Lease, or December 30, 2034. If Lessee exercises such option to extend, the monthly rent due for the years between March 1, 2035 and February 28, 2045 is shown in the following schedule. Rent is increased by 4.5% annually over the said 10-year period.

March 1, 2035 – February 29, 2036	\$2,527.80
March 1, 2036 – February 28, 2037	\$2,641.55
March 1, 2037 – February 28, 2038	\$2,760.42
March 1, 2038 – February 28, 2039	\$2,884.64
March 1, 2039 – February 29, 2040	\$3,014.44
March 1, 2040 – February 28, 2041	\$3,150.09
March 1, 2041 – February 29, 2042	\$3,291.84
March 1, 2042 – February 28, 2043	\$3,439.97
March 1, 2043 – February 29, 2044	\$3,594.77
March 1, 2044 – February 28, 2045	\$3,756.53

All other terms and conditions of Agreement No. 05-072 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darcie Antle

DEPARTMENT HEAD

DATE

03/24/2025

Budgeted: Yes No

Budget Unit: ITMW

Line Item: 862061

Grant: Yes No

Grant No.: _____

COUNTY OF MENDOCINO

By: John Haschak

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 04/08/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Arav

Deputy 04/08/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Arav

Deputy 04/08/2025

INSURANCE REVIEW:

By: Darcie Antle

Risk Management

Date: 03/24/2025

CONTRACTOR/COMPANY NAME

By: Christopher Walls

CHRISTOPHER WALLS, Trustee of the Walls
Family Revocable Trust, dated February 22, 2024

Date: 3-26-2025

By: Melinda Walls

MELINDA WALLS, Trustee of the Walls
Family Revocable Trust, dated February 22, 2024

Date: 3-26-2025

NAME AND ADDRESS OF CONTRACTOR:

Walls Family Revocable Trust

PO BOX 366

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man (Kia)

COUNTY COUNSEL

Date: 03/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]

Deputy CEO or Designee

Date: 03/24/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____