

EIGHTH AMENDMENT TO LEASE

This Eighth Amendment to the Lease entered into on July 11, 2000, and amended on September 5, 2000, February 27, 2001, June 7, 2005, June 24, 2008, July 14, 2009, May 19, 2015 and June 5, 2018, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called LESSEE, and AL ABRAHAMSEN, ALICE F. ABRAHAMSEN, KENT H. PRYOR AND ALICE PRYOR, hereinafter called LESSOR, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WHEREAS**, the parties entered into a Lease for the use of premises at 317 Second Street, Eureka, California for the purpose of COUNTY offices; and

**WHEREAS**, LESSEE and LESSOR desire to extend the term of the Lease; and

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Section 4, TERM OF LEASE, of this Lease shall be amended to read as follows:

A. The Lease term shall be extended for five (5) years terminating on July 1, 2025.

B. With mutual consent by the LESSOR, LESSEE has the option to extend this lease upon the same terms and conditions for two (2) five (5) year terms. These options may be exercised by LESSEE giving LESSOR written notice of its intent to extend the Lease. The notice shall be in writing and shall be given to LESSOR ninety (90) days prior to the end of the respective term. LESSOR shall provide a response to the LESSEE'S notice in writing no less than sixty (60) days prior to the end of the respective term.

C. Any holding over with LESSOR'S consent beyond the term of this Lease and any subsequent extension, shall be a month to month tenancy, with all the terms and conditions of this Lease.

2. Section 40, ADA BARRIERS TO BE REMOVED, shall be added to the Lease, to read as follows:

Lessor agrees to remove ADA Barriers, marked as Owner Responsible on ADA Access Compliance Report Attachment B, by June 30, 2028.

3. Section 6, RENT, of this Lease shall be amended to read as follows:

COUNTY shall pay to LESSOR as rent for the leased premises a monthly rental as follows:

July 1, 2020 to June 30, 2021, Seven Thousand Three Hundred Sixty-Three Dollars and Seventy-Seven Cents (\$7,363.77) per month.

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Commencing on July 1, 2021 and on an annual basis thereafter including the first day of the first option term exercised, the annual rent will be adjusted on an annual basis by the percentage increase in the revised Consumer Price Index (CPI) for all items (1982-1984=100), San Francisco-Oakland-San Jose Average, as published by the United States Department of Labor, Bureau of Labor Statistics (called "Index" in this lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index immediately preceding the date of annual adjustment shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index. July 2021 shall be the base month for this adjustment. On adjustment of the rent in accordance with this paragraph, LESSOR shall execute a letter stating the adjustment. In no event shall the rent be less than Seven Thousand Three Hundred Sixty-Three Dollars and Seventy-Seven Cents (\$7,363.77) per month. Regardless of the CPI percentage change, the increase or decrease for the first option term shall be no more than three percent (3%). Regardless of the CPI percentage change, the increase for the second option term shall be no more than three percent (3%). Payment shall be made at the address set forth in paragraph 28, "Notice".

4. In all other respects the Lease between the parties entered into on July 11, 2000, and amended on September 5, 2000, February 27, 2001, June 7, 2005, June 4, 2008, July 14, 2009, May 19, 2015, and June 5, 2018 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Eighth Amendment to Lease dated July 11, 2000, and amended on September 5, 2000, February 27, 2001, June 7, 2005, June 24, 2008, July 14, 2009, May 19, 2015, and June 5, 2018 on the date indicated above.

**Signatures on following page**

EIGHTH AMENDMENT TO LEASE

LESSEE: COUNTY OF HUMBOLDT

LESSOR: AL ABRAHAMSEN,  
ALICE F. ABRAHAMSEN,  
KENT H. PRYOR, AND ALICE PRYOR

BY: \_\_\_\_\_  
CHAIRPERSON  
BOARD OF SUPERVISORS

BY: *[Signature]*

TITLE: *Owner Partner*

ATTEST

BY: *Kent H. Pryor*

(SEAL)

TITLE: *Owner & Partner*

BY: \_\_\_\_\_  
CLERK OF THE BOARD

BY: *Alice S Pryor*  
*Owner & Partner*