

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to the Lease entered into on April 14, 2015, First Amendment dated April 5, 2016, Second Amendment dated Feb 6, 2018, and Third Amendment dated Jan 8, 2019 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and HUMBOLDT PARTNERS, a California General Partnership, hereinafter called LESSOR, is entered into this ____ day of _____, 20__.

WHEREAS, on April 14, 2015, the parties entered into a Lease for the use of real property located at 2440 Sixth Street, Eureka, California, for the purpose of office space for the Department of Health and Human Services (DHHS); and

WHEREAS, on April 5, 2016, the parties entered into a First Amendment to increase the square footage of the leased space, add real property located at 2430 and 2426 Sixth Street, Eureka, California, and to increase the rent accordingly; and

WHEREAS, on Feb 6, 2018, the parties entered into a Second Amendment to clarify their responsibilities regarding the security system and the fire alarm and suppression system, to modify the interior of said real property to make better use of the office space, and to identify the parties' responsibilities regarding said modification; and

WHEREAS, on Jan 8, 2019, the parties entered a Third Amendment to increase the square footage of the leased space and approve construction costs associated with remodeling of the premises and to increase the rent accordingly; and

WHEREAS LESSOR has completed the remodeling of the premises and occurred additional construction costs as a result of County's design change requests, unforeseen conditions, and plan check changes; and

WHEREAS, COUNTY desires to reimburse these costs as outlined below; and

WHEREAS, COUNTY and LESSOR desire to amend the Lease as specified;

NOW, THEREFORE, it is mutually agreed as follows:

1. Section 43, COSTS, is added as a new section to the Lease to read as follows:

Additional Costs for design changes and unforeseen existing conditions for a total Fifty Nine Thousand, Two Hundred Fifty Two Dollars and Forty Nine Cents (\$59,252.49), and is itemized in Exhibit D – Costs, which is attached hereto and made a part hereof.

COUNTY shall remit payment for these costs to the LESSOR within Thirty (30) days of the date of this Fourth Amendment and shall represent final payment towards the remodeling of the premises as described in the Second and Third Amendments to the Lease.

2. In all other respects the Lease between the parties entered into on April 14, 2015, First Amendment on April 5, 2016, Second Amendment on February 6, 2018, and Third Amendment on January 8, 2019 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Lease dated April 14, 2015 on the date indicated above.

COUNTY OF HUMBOLDT:

LESSOR: HUMBOLDT PARTNERS

BY: _____
CHAIRMAN
BOARD OF SUPERVISORS

BY: _____
PARTNER

ATTEST:

NAME: _____

(SEAL)

BY: _____
PARTNER

NAME: _____

BY: _____
CLERK OF THE BOARD

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COUNTY OF HUMBOLDT:

LESSOR: HUMBOLDT PARTNERS

BY:

CHAIRMAN
BOARD OF SUPERVISORS

BY:

PARTNER

ATTEST:

NAME:

(SEAL)

BY:

PARTNER

NAME:

Charles Bussman

BY:

CLERK OF THE BOARD

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COUNTY OF HUMBOLDT:

LESSOR: HUMBOLDT PARTNERS

BY:

CHAIRMAN
BOARD OF SUPERVISORS

BY:



PARTNER

NAME:

TOM ABRAHAMSON

ATTEST:

(SEAL)

BY:

PARTNER

NAME:

BY:

CLERK OF THE BOARD