

Recording Requested By and
When Recorded Return To:

City of San Pablo
13831 San Pablo Avenue
San Pablo, CA 94806
Attention: City Manager

No fee for recording pursuant to
Government Code section 27383

(Space above this line for Recorder's use)

APN: 416-110-002-1

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "First Amendment") is entered into as of _____, by and between the CITY OF SAN PABLO, a municipal corporation ("**Landlord**" or "**City**"), and EAST BAY COFFEE COMPANY INC., a California Corporation ("**Tenant**") and collectively the "**Parties**."

WHEREAS, the Parties entered into a Lease as of December 1, 2015 ("**Lease**") for the Landlord to lease to Tenant space for a coffee bar on a portion of the real property located at 2450 Road 20, in San Pablo, California 94806 (APN 416-110-002-1) known as the Community Center and generally depicted and described on attached Exhibit "A" (the "**Premises**"); and

WHEREAS, the Parties recognize that signage for the Community Center and Tenants' operations would be mutually beneficial and desire to include signage as part of the use of the Lease and thus an official sign pursuant to Section 18.06.050 of the San Pablo Municipal Code;

Now, therefore, the parties agree as follows:

1. Section 3(k), "**Use; Compliance with Laws: Signage**" of the Lease is amended in its entirety to read as follows:

(k) Signage.

(i) The City will work with Tenant to allow banner signs on the three (3) light poles in the parking lot along Road 20 in front of the Community Center, assuming no objection from the West Contra Costa School District and that the poles have the appropriate structural integrity to mount the banners.

(ii) No drilling of any new holes in the poles will be allowed. If holes do not currently exist in the poles, then installation must be brace-mounted or some other non-invasive form of attachment to the pole.

- (iii) The banners shall advertise both the Community Center and East Bay Coffee, a design of which is attached as Exhibit B.
- (iv) City shall apply for any permits needed from the City's Public Works Department or Building Division.
- (v) Once approvals are obtained, City shall have the banners fabricated and installed, with the Tenant agreeing to reimburse City for one-half the costs of fabrication, installation and permitting.
- (vi) Other than the banners solely advertising the Community Center, the banners shall be considered Tenant's Property pursuant to Section 3(1) of the Lease and Tenant may remove them if desired. Should Tenant abandon the Premises or the Lease be terminated, Tenant shall remove the banners within 30 days or they will be considered abandoned and the City shall have the right to dispose of them.
- (vii) Tenant shall not construct or install any other exterior sign, banner or advertising balloon without the prior written consent of City.

2. All other terms and conditions of the Lease shall remain in full force and effect.

Executed as of the date first set forth above.

LANDLORD: City of San Pablo

TENANT: East Bay Coffee Company

By: _____
Matt Rodriguez, City Manager

By: _____

Name: _____

Title: _____

Attest:

By: _____
Ted Denney, City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form:

(signatures to be notarized)

By: _____
Lynn Tracy Nerland, City Attorney

EXHIBIT "A"

Depiction of Premises

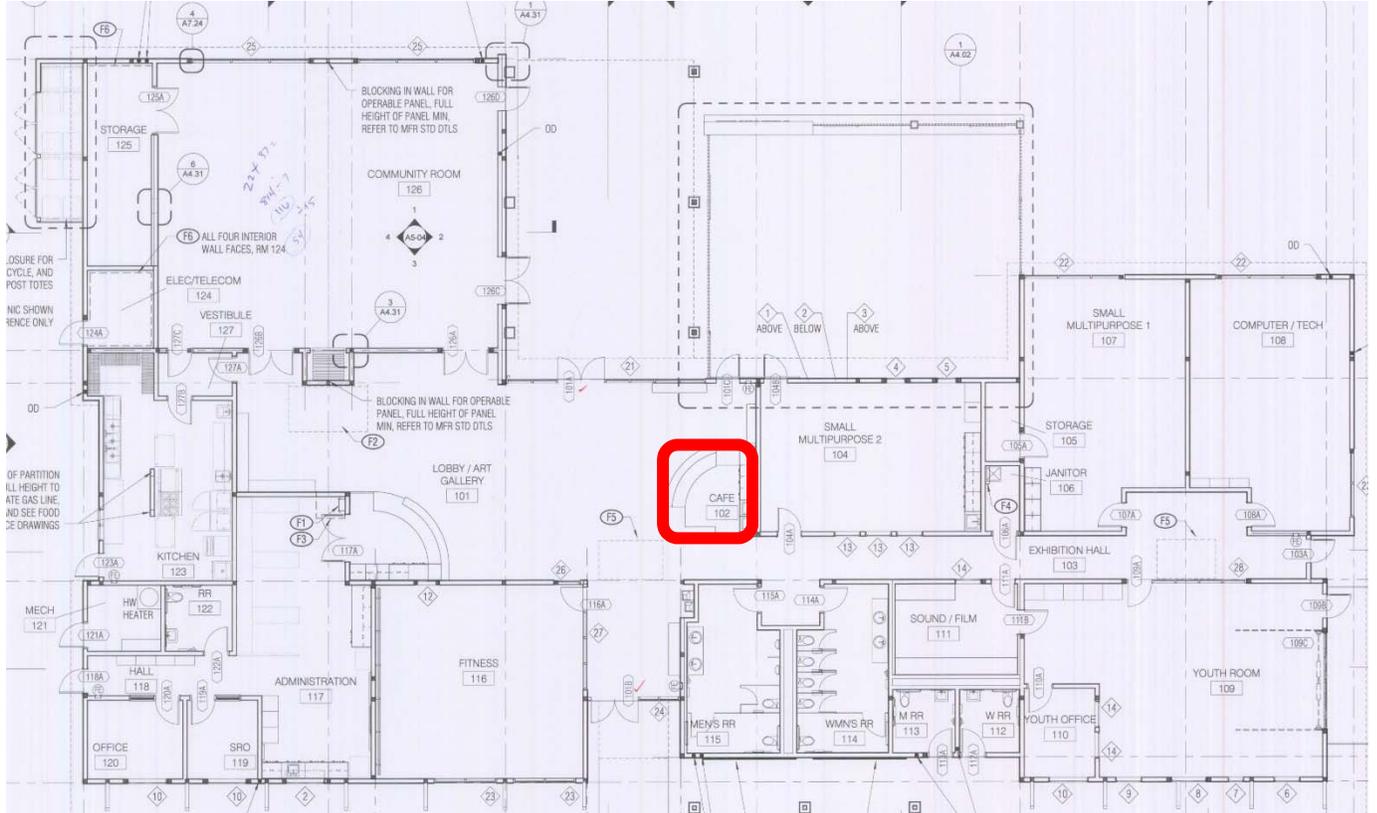


EXHIBIT "B"

Design of Signs



COMMUNITY
CENTER



EAST BAY
COFFEE



COMMUNITY
CENTER