

REDLINE OF SECOND AMENDMENT TO LEASE



GA1254-171
HCA/Behavioral Health
2035 E. Ball Road
Anaheim, CA 92806

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (“Second Amendment”) is made _____, 2022, by and between **Stadium Corporate Plaza**, (hereinafter referred to as "LESSOR") and the **County of Orange**, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") without regard to number and gender. The COUNTY and LESSOR are referred to collectively herein as the “Parties” and each individually as a “Party.”

RECITALS

- I. Capitalized terms used in this Second Amendment, if not otherwise defined herein, have the same meaning as set forth in the Lease, as amended.
- II. COUNTY entered into that certain Lease (“Lease”) dated October 28, 2003, wherein COUNTY leased from Rockview Dairies, Inc, a California corporation, and the Edward W. Myers and Beverly J. Myers Family Trust (collectively, “Previous Owners”), 28,240 square feet of space located at 2035 E. Ball Road, Anaheim, California (“Premises”). COUNTY uses the Premises to conduct behavioral health programs.
- III. The building ownership changed from the Previous Owners to the LESSOR, Stadium Corporate Plaza, and the Lease has been assigned to the LESSOR.
- III. COUNTY and LESSOR entered into the First Amendment to the Lease which was dated February 25, 2014.
- IV. The COUNTY and LESSOR both acknowledge the fact that the area surrounding the Premises, including the parking lot, has been inundated with an influx of transients primarily during evenings and weekends. The transients leave trash and urinate and defecate around the exterior of the Premises and place graffiti around the Premises. This has resulted in the need to patrol the exterior of the Premises on evenings and weekends and to provide for additional and further cleanup services. The Lease and First Amendment to Lease do not clearly address who is responsible for providing and paying for these additional security and cleanup services.

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1 V. LESSOR and COUNTY agree to amend this Lease to establish a procedure for engaging an outside
2 company to patrol the area surrounding the Premises on evenings and weekends and to allocate the
3 cost thereof.
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5 VI. LESSOR and COUNTY agree to amend this Lease to establish a procedure for the cleaning of the
6 sidewalks, parking lot and area around the Premises and the allocation of the cost thereof.
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8 NOW, THEREFORE, LESSOR and COUNTY hereby incorporate the above recitals into this agreement
9 and agree to modify and amend the Lease, effective on the first day of the first full calendar month
10 following the date of execution of this Second Amendment by COUNTY, as follows (“Effective Date”):
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12 A. The following clause is added as paragraph 35 of the Lease:

13 35. Additional Security Services. LESSOR shall hire a security company to patrol the exterior of
14 the Premises for transients two times per evening during the weekdays and four times over the
15 weekends (Saturday and Sundays of each week) (“Additional Security Services”). Evening is
16 defined as being from 6:00 p.m. until 5:00 a.m. the following day. The security company shall
17 maintain all appropriate insurance, City, County, State and Governmental permits and licenses, if
18 required by law. The COUNTY shall have the right to approve and reject the security company,
19 which approval and rejection shall not be unreasonably withheld or exercised, respectively. In
20 addition to the Rent payable under the Lease and consistent with its payment procedures, monthly
21 payment for the Additional Security Services shall be due and payable within twenty (20) days after
22 the later of the following: (a) the first day of the month following the month Lessor was invoiced for
23 the services; or (b) receipt of Lessor’s written claim by the County’s Manager, HCA/Facilities
24 Support-Real Estate. Payment each month shall be in the amount of one half of the cost of the
25 Additional Security Services; however, in no event shall the COUNTY’s share of Additional
26 Security Services exceed \$1,200.00 per month. LESSOR’s obligation to pay for the Additional
27 Security Services shall also be capped at \$1,200.00 per month. In the event that the monthly cost
28 for the Additional Security Services exceeds \$2,400.00, the Parties shall discuss a reduction in the
29 Additional Security Services so that the total monthly cost does not exceed \$2,400.00 or cooperate
30 to secure Additional Security Services that do not exceed \$2,400.00 per month. LESSOR shall
31 provide evidence of the cost of the Additional Security Services to the COUNTY.
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33 B. The following clause is added as paragraph 36 of the Lease:

34 36. Additional Cleaning Services. LESSOR shall hire a cleanup company to provide additional
35 cleaning services four times per week (“Additional Cleaning Services”). The cleanup company
36 shall maintain all appropriate insurance, City, County, State and Governmental permits and licenses,
37 if required by law. The COUNTY shall have the right to approve and reject the cleanup company,
which approval and rejection shall not be unreasonably withheld or exercised, respectively.

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1 Additional Cleaning Services shall occur between the hours of 7:00 a.m. to 8:00 a.m. on Mondays,
 2 Tuesdays, Wednesdays and Thursdays, and shall include the following: (i) power wash the front and
 3 back entrances of the Premises; (ii) cleanup any trash, waste and debris on or around the exterior of
 4 the Premises and parking lot, and (iii) clean or paint over any graffiti. In addition to the Rent
 5 payable under the Lease and consistent with its payment procedures, monthly payment for the
 6 Additional Cleaning Services shall be due and payable within twenty (20) days after the later of the
 7 following: (a) the first day of the month following the month Lessor was invoiced for the services;
 8 or (b) receipt of Lessor's written claim by the County's Manager, HCA/Facilities Support-Real
 9 Estate. Payment each month shall be in the amount of one half of the cost of the Additional
 10 Cleaning Services; however, in no event shall the COUNTY's share of Additional Cleaning
 11 Services exceed \$1,200.00 per month. LESSOR's obligation to pay for the Additional Cleaning
 12 Services shall also be capped at \$1,200.00 per month. In the event that the monthly cost for the
 13 Additional Cleaning Services exceeds \$2,400.00, the Parties shall discuss a reduction in the
 14 Additional Cleaning Services so that the total monthly cost does not exceed \$2,400.00 or cooperate
 15 to secure Additional Cleaning Services that do not exceed \$2,400.00 per month. LESSOR shall
 16 provide evidence of the cost of the Additional Cleaning Services to the COUNTY.

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 18 C. The following clause is added as paragraph 37 of the Lease:

19 37. Secondary Service. The COUNTY shall provide an additional patrol for the exterior of the
 20 Premises for transients between the hours of 7:00 a.m. and 5:00 p.m. on weekdays ("Additional
 21 Service"). Any cost or expense for the foregoing shall be solely borne by the COUNTY.

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 23 D. Except as set forth herein, all other terms and conditions of the Lease dated October 28, 2003, and
 24 the First Amendment dated February 25, 2014, shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the Parties have executed this Second Amendment as follows:

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APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Stadium Corporate Plaza

BY: _____
Deputy County Counsel

BY: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

COUNTY
COUNTY OF ORANGE, a political subdivision of the
State of California

BY: _____

Print Name: _____

Title: _____

Date: _____