

Option to Extend Lease Term

Section 9.11. (a) Tenant is hereby granted and shall, if not then in default under this lease, have an option to extend the term of this lease for an additional period of ten years only from the original expiration date of this lease, in two successive periods of five years each as follows: but otherwise on the same terms, covenants, and conditions [and subject to the same exceptions and reservations] contained in this lease, except that the rent to be paid by Tenant to Landlord for the extended term shall by 2% annually over the prior year's basic rent.

(b)

This option shall be exercised only by Tenant's delivering to Landlord 120 days before expiration of the term of this lease, written notice of Tenant's election to renew the term of this lease as provided in this section. This written notice shall be deemed effective on personal delivery to Landlord or on the date it is deposited in the United States mail in accordance with the provisions of Section 9.03.

(c)

In the event that Tenant does not extend the term of this lease as herein provided, and holds over beyond the expiration of the term of this lease, that holding over shall be deemed a month-to-month tenancy only at the rental of 150% of the last rental rate at the end of the current term, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

(d)

During any extended term either party may terminate the lease upon giving the other party 120 days written notice under Sections 9.03 or 9.04.

EXECUTED on June _____, 2019, at Sacramento, California.

LANDLORD
North Sacramento Land Company

Robert J. Slobe, President

TENANT
American River Flood Control District

Tim Kerrs, Executive Director