

**LEASE RENEWAL AND AMENDMENT No. 1 TO COUNTY OF MONTEREY
STANDARD PARKING LOT LEASE AGREEMENT BETWEEN
THE MILLER FAMILY TRUST DATED 2-2-92 AND
THE COUNTY OF MONTEREY**

This RENEWAL and AMENDMENT No.1 is made by and between **James I. and Barbara S. Miller, Trustees of the Miller Family Trust dated 2-2-92**, (“LESSOR”) and the **COUNTY OF MONTEREY**, c/o Real Property Specialist, 855 East Laurel Drive Building C, Salinas, California 93905 (“LESSEE”)(collectively referred to as, “the parties”).

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain County of Monterey Standard Parking Lot Lease Agreement, dated August 1, 2011 (the “Lease”), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR **Thirty (30)** parking spaces, situated at **1168 FREMONT BOULEVARD, SEASIDE, CALIFORNIA 93955** (hereinafter referred to as the “Premises”); and

WHEREAS, the term of said Lease was for four (4) years commencing on August 1, 2011 and ending July 31, 2015; and

WHEREAS, the parties wish to renew and amend said Lease to be effective as of August 1, 2015; and

WHEREAS, said Lease provided for one (1) additional one (1) year term (“First Extended Term”) upon completion of the initial Lease Term and the mutual consent of LESSOR and LESSEE; pursuant to Section 2.2 of ARTICLE 2 – TERM of said Lease which provides as follows:

2.2 Extended Term: Upon completion of the initial Lease Term, the LESSOR and LESSEE may renew the lease, upon mutual consent, for one additional one (1) year term (“First Extended Term”). Upon the expiration of the First Extended Term, the LESSOR and LESSEE may renew the Lease, upon mutual consent, for a second additional one (1) year term (“Second Extended Term”). Upon the expiration of the Second Extended Term, the LESSOR and LESSEE may renew the Lease, upon mutual consent, for a third additional one (1) year term (“Third Extended Term”). LESSEE shall give LESSOR advance written notice of its intent to renew thirty (30) days prior to expiration of the initial Lease Term, First Extended Term, Second Extended Term, and Third Extended Term.
and:

WHEREAS, LESSOR and LESSEE mutually desire to renew and amend the Lease to extend the term of said Lease, to provide for the “First Extended Term” and, the “Second Extended Term”, through and including July 31, 2017 pursuant to this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. Premises

Section 1.1 of the Lease entitled Description is hereby stricken in its entirety and replaced with the following section 1.1:

1.1 **Description:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at **1168 Fremont Boulevard, Seaside, California 93955** and described as follows: Fifty (50) parking spaces, as designated in Exhibit A, which is attached and incorporated herein.

2. LeaseTerm

Amend Section 2.1, Lease Term of ARTICLE 2 – TERM, to read as follows: The term of this Lease (the “Lease Term”) shall be six (6) years, commencing on **August 1, 2011** (“Lease Commencement Date”) and ending **July 31, 2017** with such rights of termination and extension of the Lease Term as are set forth in said Lease.

3. Extended Term

The term of said Lease shall be extended for an additional period of two (2) years through and including **July 31, 2017**. Upon the expiration of said Extended Term, LESSOR and LESSEE may renew the Lease, upon mutual consent, for an additional one (1) year term (“Third Extended Term”). LESSEE shall give LESSOR advance written notice of its intent to renew thirty (30) days prior to expiration of the **Lease Term** set forth in paragraph 2 of this Amendment No. 1.

4. Annual Rent Adjustment

The rent shall increase pursuant to the rent schedule below for this two (2) year extension.

Period	Monthly Rent for 50 Parking Spaces	Monthly Rent
August 1, 2015 – July 31, 2016	\$47.50 per parking space per month or Two Thousand Three Hundred Seventy-Five Dollars	\$2,375.00
August 1, 2016 – July 31, 2017	\$50.00 per parking space per month or Two Thousand Five Hundred Dollars	\$2,500.00

3. All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this Amendment No. 1, the terms and conditions of this Amendment No.1 shall prevail.

4. The recitals to this Amendment No. 1 are incorporated into this Amendment No. 1 and into said Lease. This Amendment No. 1 shall be attached to said Lease and incorporated therein as if fully set forth in said Lease.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 1 as of the last date opposite the respective signatures below. The parties understand and agree that this Renewal and Amendment No.1 to said Lease shall be effective as of August 1, 2015.

LESSEE: (County of Monterey)

BY: _____
Michael R. Derr, Contracts/ Purchasing Officer

Date: _____

LESSOR: (James I. and Barbara S. Miller, Trustees of the Miller Family Trust dated 2-2-92)

BY: James I. Miller
James I. Miller, Co-Trustee

Date: 12-4-2015

APPROVED AS TO FORM & LEGALITY:
(Office of the County Counsel)

BY: Mary Grace Perry
Mary Grace Perry, Deputy County Counsel

Date: 2-3-2016

LESSOR: (James I. and Barbara S. Miller, Trustees of the Miller Family Trust dated 2-2-92)

BY: Barbara S. Miller
Barbara S. Miller, Co-Trustee

Date: 12-4-2015

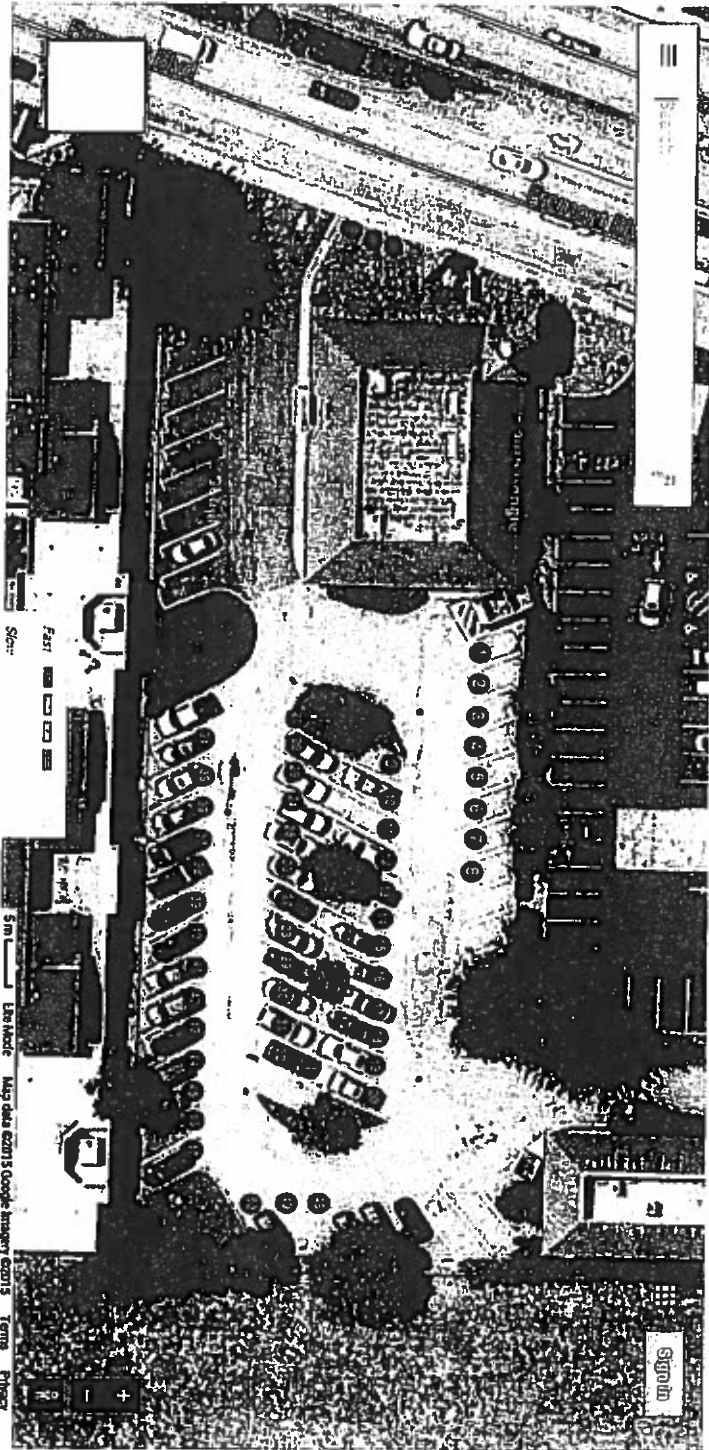
Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 2-5-16

Exhibit A

DESCRIPTION OF PREMISE

(Parking Location or Plan)



1168 Fremont Blvd. (Rev 8-1-15)
Seaside