

**AMENDMENT NO. 3 TO
STANDARD PARKING LOT LEASE AGREEMENT
BETWEEN
COUNTY OF MONTEREY, PROBATION DEPARTMENT and
International Church of the Foursquare Gospel, DBA Harvestlands Foursquare Church**

THIS AMENDMENT NO. 3 to the Standard Parking Lot Lease Agreement (Lease) dated April 29, 2013, is made and entered into by and between Harvestlands Foursquare Church DBA Harvestlands Foursquare Church, hereinafter called “Lessor,” and the County of Monterey, a political subdivision of the State of California, by and through its Probation Department, hereinafter referred to as “Lessee.”

WHEREAS, the Lease allows Lessee to use a parking lot located at 327 Pajaro Street, Salinas, California; and

WHEREAS, Lessor and Lessee entered into First Extension to Standard Parking Lot Lease Agreement on February 25, 2016, to extend the lease for one (1) additional year to March 31, 2017; and

WHEREAS, Lessor and Lessee entered into Second Extension to Standard Parking Lot Lease Agreement on February 8, 2017, to extend the lease for one (1) additional year to March 31, 2018; and

WHEREAS, effective July 1, 2017, Lessor and Lessee wish to amend the Lease to increase the number of parking spaces rented under the Agreement by fifteen (15) spaces and to extend the term of the lease for one (1) additional year to March 31, 2019, for continued use of the parking lot on the same terms and conditions as the Lease;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Lease, the Parties agree as follows:

1. Amend Article 1, “PREMISES”, Section 1.1, Description, to read as follows:

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 **327 Pajaro Street, Salinas, CA 93901** and described as follows: Forty-five (45) parking spaces in the North paved Church parking lot, and South brick parking lot only if all the North parking lot spaces are full (the Premises), as designated in Exhibit A, which is attached and incorporated herein.

2. Article 2, TERM, 2.4, is hereby added, which states: “The Parties hereby agree to enter into the Third Extended Term as described in Section 2.2, ending **March 31, 2019.**”


3. Amend the first sentence of Article 3, "RENT", to read as follows:

In consideration of the continuing right of use, quiet enjoyment, and possession of the Premises, effective July 1, 2017, LESSEE shall pay to LESSOR as monthly rent for the Premises, the sum of **One thousand three hundred fifty dollars** (\$1,350.00), payable on or before the first day of the day of each month.

4. A copy of this Amendment No. 3 shall be attached to the original Lease dated April 29, 2013.
5. Except as herein stated, all other terms, provisions and exhibits of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed Amendment No. 3 on the day and year written below.

LESSEE



Contracts/Purchasing Officer

Dated: 7-24-17

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

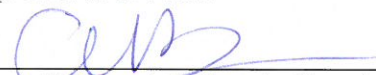
Dated: 6/20/17

Approved as to Liability Provisions:

Risk Management

Dated: _____

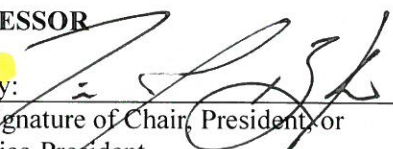
Approved as to Form:



Anne K. Brereton, Deputy County Counsel

Dated: 6-7-17

LESSOR

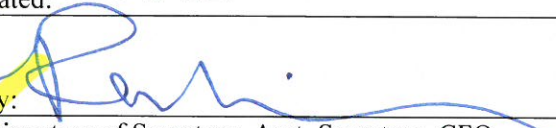
By: 

Signature of Chair, President, or Vice-President

Tim J. Baskin, Property Services Manager

Printed Name and Title

Dated: June 8, 2017

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Ralph Devin, Controller

Printed Name and Title

Dated: June 8, 2017

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

MEMORANDUM

ADMINISTRATION

DATE: July 25, 2017

TO: Clerk of the Board
County of Monterey

FROM: Wendi Reed, Management Analyst II
Monterey County Probation Department

SUBJECT: Executed original of Amendment No. 3 to the Standard Parking Lot Lease between Harvestlands Foursquare Church and the Monterey County Probation Department

Attached please find one (1) executed original Amendment No. 3 to the Standard Parking Lot Lease between Harvestlands Foursquare Church and the Monterey County Probation Department (Agreement No. A-13624) with Board Order.

I have also attached copies of the historical documents (Agreement, Amendment No. 1 and Amendment No. 2) to complete your files if needed. Please feel free to contact me should you have any questions.

Thank you for all of your time and assistance.

Enclosures

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COPY

**SECOND EXTENSION TO
STANDARD PARKING LOT LEASE AGREEMENT
BETWEEN
COUNTY OF MONTEREY, PROBATION DEPARTMENT and
International Church of the Foursquare Gospel, DBA Harvestland Foursquare Church**

THIS SECOND EXTENSION to Standard Parking Lot Lease Agreement (Lease) dated April 29, 2013 is made and entered into by and between Harvestland Foursquare Church DBA Harvestland Foursquare Church, hereinafter called "Lessor," and the County of Monterey, a political subdivision of the State of California, by and through its Probation Department, hereinafter referred to as "Lessee."

WHEREAS, the Lease allows Lessee to use a parking lot located at 327 Pajaro Street, Salinas, California; and

WHEREAS, pursuant to the Lease, Lessor and Lessee may enter into up to three annual "Extended Terms" after the original term of March 31, 2016; and

WHEREAS, lessor and Lessee entered into a First Extension to Standard Parking Lot Lease Agreement on February 25, 2016; and

WHEREAS, Lessor and Lessee wish enter into a Second Extended Term and extend the term of the Lease for continued use of the parking lot on the same terms and conditions as the Lease;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Lease, the parties agree as follows:

1. Article 2, TERM, 2.3, is hereby added, which states: "The parties hereby agree to enter into the Second Extended Term, as described in Section 2.2, ending **March 31, 2018.**"
2. A copy of this Second Extension shall be attached to the original Lease dated April 29, 2013.
3. Except as herein stated, all other terms, provisions and exhibits of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the SECOND EXTENSION on the day and year written below.

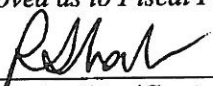
LESSEE



Contracts/Purchasing Office (ing, MBA)
Deputy Purchasing Agent
County of Monterey

Dated: 2-8-17

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 2/7/17

Approved as to Liability Provisions:

Risk Management
Dated: _____


Approved as to Form:



Deputy County Counsel

Dated: 2-6-17

LESSOR

By: 

Signature of Chair, President, or
Vice President

John McFall Senior Pastor
Printed Name and Title

Dated: 01/31/2017

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: _____

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COPY

**FIRST EXTENSION TO
STANDARD PARKING LOT LEASE AGREEMENT
BETWEEN
COUNTY OF MONTEREY, PROBATION DEPARTMENT and
International Church of the Foursquare Gospel, DBA Harvestland Foursquare Church**

THIS FIRST EXTENSION to Standard Parking Lot Lease Agreement (Lease) dated April 29, 2013 is made and entered into by and between Harvestland Foursquare Church DBA Harvestland Foursquare Church, hereinafter called "Lessor," and the County of Monterey, a political subdivision of the State of California, by and through its Probation Department, hereinafter referred to as "Lessee."

WHEREAS, the Lease allows Lessee to use a parking lot located at 327 Pajaro Street, Salinas, California; and

WHEREAS, pursuant to the Lease, Lessor and Lessee may enter into up to three annual "Extended Terms" after the original term, which is March 31, 2016; and

WHEREAS, Lessor and Lessee wish enter into a First Extended Term and extend the term of the Lease for continued use of the parking lot on the same terms and conditions as the Lease;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Lease, the parties agree as follows:

1. Article 2, TERM, 2.3, is hereby added, which states: "The parties hereby agree to enter into the First Extended Term, as described in Section 2.2, ending **March 31, 2017.**"
2. A copy of this First Extension shall be attached to the original Lease dated April 29, 2013.
3. Except as herein stated, all other terms, provisions and exhibits of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the FIRST EXTENSION on the day and year written below.

LESSEE

Debra Wilk
Contracts/Purchasing Officer

Dated: 2/25/2016

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 2-24-16

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:
Kay Beaman
Deputy County Counsel

Dated: 2/24/16

LESSOR

By: *[Signature]*
Signature of Chair, President, or
Vice-President

John McFall / Senior Pastor
Printed Name and Title

Dated: 02/19/2016

By:
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated:

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