



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to execute a five-year Sublease Agreement effective, July 1, 2013 with Kent C. Shadwell, dba Ripplewood Resort for a portion of property located at 47047 Highway One, Big Sur, California, for use by the Monterey County Free Libraries, Big Sur Branch 816 square foot modular building;
- b. Directed the Auditor-Controller to make lease payments of \$150 per month, and reimburse the sublessor a one time amount of \$450.00 for additional utility costs paid by the sublessor; and
- c. Authorized the optional extension of the Sublease Agreement after the initial term on a "year to year" basis under the same terms and conditions if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 28, 2013
File Number: 13-0579

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

SUBLEASE

(Monterey County Free Libraries – Big Sur Branch Library)

This sublease agreement made and entered by and between County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Kent C. Shadwell, dba Ripplewood Resort, hereinafter called "SUBLESSOR."

WITNESSETH

WHEREAS, SUBLESSOR is the lessee of that certain property located at 47047 Highway One, Big Sur, California 93920, known as Ripplewood Resort; and

WHEREAS, COUNTY operates the Monterey County Free Libraries system (MCFL) and desires to continue maintaining a branch library in an 816 square foot modular building owned by COUNTY and placed at said Ripplewood Resort; and

WHEREAS, SUBLESSOR is willing to continue subleasing a portion of said property to COUNTY for the purpose of maintaining said modular building thereon.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. COUNTY shall have the right, during the term of this sublease agreement, to use and occupy a site at said Ripplewood Resort, as designated in **Exhibit A**, which is attached and incorporated herein, for the purpose of maintaining thereon an 816 square foot modular building to house a branch of MCFL.
2. Said site shall include, in addition to the area necessary for said modular building, space for parking of six vehicles, a portion of which shall be on the blacktop parking area adjacent to the site for the modular building, as designated in **Exhibit A**.
3. COUNTY shall pay SUBLESSOR the sum of One Hundred Fifty Dollars and 00/100 (\$150.00) per month. COUNTY shall also reimburse SUBLESSOR a one time amount of \$450.00 for additional utility costs paid by SUBLESSOR from January 1, 2012 to June 30, 2013.
4. SUBLESSOR shall supply the electricity used by COUNTY at said modular building, provided however COUNTY shall furnish and provide a waterproof extension cord for the connection to an outlet on Cabin 17 at Ripplewood Resort. All such electrical service and connections shall comply with applicable codes and procurement processes (if any).
5. SUBLESSOR shall furnish COUNTY refuse removal and a small container for trash.
6. COUNTY employees assigned to said branch library shall have Ripplewood Resort restroom privileges during such times that the restrooms at Ripplewood Resort are open.
7. That it is understood that certain latticework has been constructed partially surrounding the modular building and COUNTY and SUBLESSOR agree that said latticework is to remain in place upon termination of this sublease agreement.

8. COUNTY is covered for the purpose of liability protection with a combination of self-insurance and extension policies to cover liability above the self-insurance level. The fiscal year 2012/13 coverage level for self insurance is \$1 million. COUNTY agrees to maintain liability protection throughout the term of this sublease agreement through self-insurance and/or insurance policies.

9. SUBLESSOR and COUNTY shall indemnify, defend, and hold the other harmless against any claim for damage or injury to any person including any claims for personal injury, death, or property damage or damage to goods, wares, and merchandise of any person, arising from its own negligent or intentional act or omission, that of its agents or employees, or from its own failure to keep their respective properties in good condition and repair.

10. Term of this sublease agreement shall be for the period of five (5) year commencing on July 1, 2013 and ending on June 30, 2018. If the COUNTY wishes to extend the sublease on the Ripplewood Resort site after the sublease term as stated above, it may do so by maintaining the modular building on the sublease site. The County's maintenance of the modular site after expiration of the initial agreement shall automatically be extended on a year to year basis.

11. This sublease agreement may be terminated by either party by giving sixty (60) days written notice to terminate.

12. Notices to the parties in connection with the provisions of this sublease agreement may be given in person or by registered or certified mail addressed as follows. Correspondence other than notices may be given by phone, regular mail, email or facsimile.

IF TO COUNTY:

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS REAL PROPERTY
855 E LAUREL DR BLDG C
SALINAS CA 93905-1300
PHONE: 831-755-4855 FAX: 831-755-4688
EMAIL; SALCIDOG@CO.MONTEREY.CA.US

IF TO SUBLESSOR:

KENT C. SHADWELL
C/O RIPPLEWOOD RESORT
47047 HIGHWAY ONE
BIG SUR CA 93920
PHONE: 831-667-2242
EMAIL: CARL@RIPPLEWOODRESORT.COM

This sublease agreement and all terms, covenants, and conditions hereof, shall be binding upon and shall inure to the benefits of their heirs, legal representatives, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this sublease agreement as of the day and year written below.

COUNTY: (County of Monterey)

By: 

Michael R. Derr

Title: Contracts/Purchasing Officer

Date: 7-2-13

APPROVED AS TO FORM: (County Counsel)

By: 

Jesse J. Avila

Title: Deputy County Counsel

Date: 6/10/13

SUBLESSOR:

By: 

Kent C. Shadwell

Title: Owner of Ripplewood Resort and Lessee
of 47047 Highway One, Big Sur, CA 93920

Date: 5/22/13

OWNER:

Consent to and approval of the foregoing
agreement is hereby given.

By: 

Theodore A. Hartman

Date: 5/22/13

By: 

Martha Hartman

Date: 5-22-13

Title: Co-Owners of 47047 Highway One, Big
Sur, CA 93920

Exhibit A

Site description for MCFL's 816 square foot modular building at Ripplewood Resort, Big Sur, CA

