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 <u>only if</u> 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	LESSOR
Contracts/Purchasing Officer	By: Signature of Chair, President, or Vice-President
Dated:	Tim J. Baskin, Property Services Manager
Approved as to Fiscal Provisions:	Printed Name and Title Dated: June 8, 2017
Deputy Auditor/Controller	By:
Dated: 6/20/17	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Ralph Devin, Controller
	Printed Name and Title
Risk Management	Dated: June 8, 2017
Dated:	
Approved as to Form:	
Anne K. Brereton, Deputy County Counsel	
Dated: 675-17	

*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.

Dated: