

**Renewal and Modification of
County of Monterey Lease Agreement
65 West Carmel Valley Road, Carmel Valley, CA 93924
Agt. A-007887 (as renewed on 3/1/11)**

This renewal and modification of the Lease Agreement ("RENEWAL AND MODIFICATION") is made and entered into by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and Jonna Tam Ball ("LESSOR").

WHEREAS, the parties had previously entered into a Lease Agreement (hereinafter, "AGREEMENT"), on May 11, 1999;

WHEREAS, that AGREEMENT was renewed on March 1, 2011 (hereinafter "Renewal No. 1"); and

WHEREAS, that AGREEMENT expired on June 30, 2012; and

WHEREAS, the parties desire to renew and modify that AGREEMENT on the same or similar terms,

THEREFORE, the parties agree to renew and modify the AGREEMENT on the following terms:

1. The total amount payable by COUNTY to LESSOR under this RENEWAL AND MODIFICATION shall be increased by \$400.00 per month, for a total monthly rental of \$4,783.39.
2. The term of this RENEWAL AND MODIFICATION is from November 1, 2012 to June 30, 2014, unless sooner terminated pursuant to the terms of this RENEWAL AND MODIFICATION.

Section 1 of the AGREEMENT is deleted in its entirety and the following substituted in its place:

SECTION 1 – PREMISES: LESSOR, in consideration of the rent and agreements hereafter set forth does hereby lease to LESSEE, and LESSEE leases from LESSOR, the premises located at 65 West Carmel Valley Road, Carmel, CA 93924 and commonly known as the Buckey Building, consisting of approximately four thousand three hundred sixteen (4,316) square feet of space as shown on the attached Exhibit A-1 ("First Floor Space") and B-1 ("Second Floor Space").

3. Exhibits A and B of the AGREEMENT are deleted and the attached Exhibits A-1 ("First Floor Space") and B-1 ("Second Floor Space") are substituted in their place.
4. LESSEE may renew the Lease Agreement (as renewed and modified herein) for three (3) additional two (2) year terms by giving LESSOR one hundred eighty (180) days prior written notice of its intent to renew this lease.
5. Except as provided herein, all other terms and conditions of the original AGREEMENT, as amended by Amendment No. 1, shall remain in full force and effect.

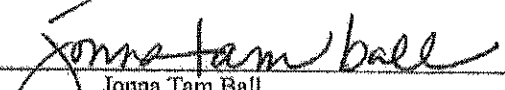
6. If there is any conflict or inconsistency between the provisions of this RENEWAL AND MODIFICATION, the AGREEMENT, or Renewal No. 1, the provisions of this RENEWAL AND MODIFICATION shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND MODIFICATION as follows:

COUNTY OF MONTEREY

LESSOR

By: _____
Contracts/Purchasing Officer



Jonna Tam Ball
11.09.2012

Date: _____

Approved as to Form

By: 

Deputy County Counsel

Date: 11/15/12

EXHIBIT A-1

FIRST FLOOR SPACE

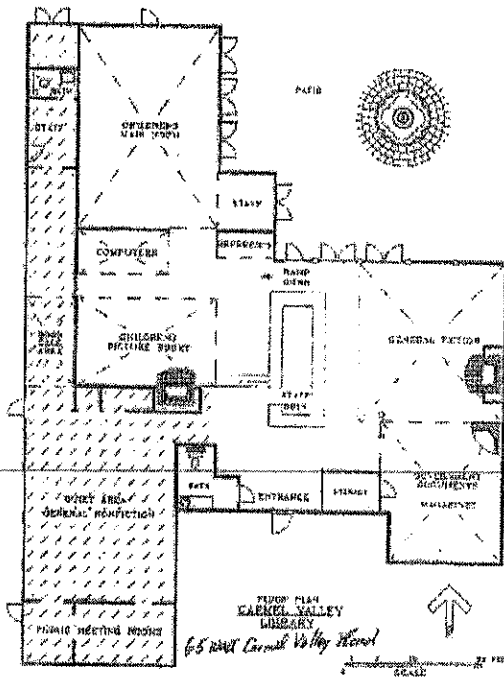


EXHIBIT B-1

SECOND FLOOR SPACE

