

RENEWAL AND AMENDMENT OF LEASE AGREEMENT No. A-10467

LESSOR: Nino Family Limited Partnership & Nino Revocable Trust dated August 19, 1999
P. O. Box 1180, Tres Pinos, CA 95975

LESSEE: County of Monterey

Premises: 116-118 Broadway, King City, CA 93930

Lease: LEASE AGREEMENT No. A-10467 dated June 6, 2006 (LEASE AGREEMENT)

This RENEWAL AND AMENDMENT OF LEASE AGREEMENT No. A-10467 between the Nino Family Limited Partnership (N.F.L.P.) & Nino Revocable Trust dated August 19, 1999 (LESSOR) and the County of Monterey, a political subdivision of the State of California (LESSEE) is hereby entered into as of the last date opposite the respective signatures below.

RECITALS

Whereas, LESSOR entered into a LEASE AGREEMENT with LESSEE on or about June 6, 2006 which was effective retroactively to November 1, 2005; and

Whereas, pursuant to ARTICLE 2 – TERM, Section 2.1. Lease Term, said LEASE AGREEMENT provided for a five (5) year term commencing retroactively to November 1, 2005 (Lease Commencement Date) and ending October 31, 2010; and

Whereas, pursuant to ARTICLE 2, Section 2.2 of said LEASE AGREEMENT, LESSEE had the option to extend the Lease Term for two (2) additional three (3) year periods on the same terms and conditions; and

Whereas, ARTICLE 25 – HOLDING OVER of said LEASE AGREEMENT provides, “If LESSEE, with LESSOR’s consent remains in possession of the Premises after the Lease Term or any Extended Term, said Lease Agreement shall be automatically extended on a two-to-two month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to terminate upon sixty days written notice by either party. All other terms shall remain in full force and effect.”

Whereas, LESSOR and LESSEE, understand and agree that said LEASE AGREEMENT was in Hold Over status from November 1, 2010 through and including December 31, 2014 in accordance with ARTICLE 25 of said LEASE AGREEMENT.

Whereas, LESSOR and LESSEE desire to renew the term of said LEASE AGREEMENT for a seven (7) year term from January 1, 2015 through and including December 31, 2021; and

Now, therefore it is agreed by and between LESSOR and LESSEE that:

- 1) LESSOR and LESSEE understand and agree that said LEASE AGREEMENT was in Hold Over status from November 1, 2010 through and including December 31, 2014 pursuant to ARTICLE 25 – HOLDING OVER of said LEASE AGREEMENT.
- 2) Said LEASE AGREEMENT is hereby renewed as set forth in this RENEWAL AND AMENDMENT through December 31, 2021.
- 3) LESSOR and LESSEE shall have the option to extend said LEASE AGREEMENT for two (2) additional five (5) year terms, by mutual written consent, and under the same terms and conditions, including but not limited to the monthly rental amount of **(\$16,479.75)**, in accordance with ARTICLE 4 – COST OF LIVING ADJUSTMENT, as set forth below.
- 4) LESSOR to perform repairs to the Premises as detailed in Exhibit A, which is attached and incorporated by this reference. LESSOR'S responsibility for cost of said repairs to be capped at **\$183,600**. Said repairs shall be completed by **August 31, 2016**.
- 5) The monthly rent shall be Sixteen Thousand Four Hundred Seventy-Nine and 75/100 Dollars **(\$16,479.75)**, effective January 1, 2015, which shall be considered the new Lease Commencement Date.
- 6) LESSOR and LESSEE understand and agree that ARTICLE 4 – COST OF LIVING ADJUSTMENT of the LEASE AGREEMENT shall be deleted in its entirety and the following provision shall be substituted in its place:

ARTICLE 4 – COST OF LIVING ADJUSTMENT
On each one year period of the Lease Term or any one year period of any Extended Term, the monthly base rent shall be increased by the fixed amount of two percent (2%).
- 7) LESSOR agrees to waive any rent increase which may have been due to LESSOR from November 1, 2010 through December 31, 2014 per ARTICLE 4 of the LEASE AGREEMENT during said Hold Over status.
- 8) LESSOR and LESSEE will work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises. In the event any alternate energy enhancement creates a tax deduction, PG&E rebate or any other form of monetary credit to LESSOR, LESSOR further agrees to pass to LESSEE said monetary credit to defray LESSEE'S operational cost for the Premises as identified in Exhibits D and E of the LEASE AGREEMENT.
- 9) All other terms and conditions of said LEASE AGREEMENT which have not been modified or revised in this RENEWAL AND AMENDMENT shall remain in full force and effect.
- 10) If there is any conflict between the terms of this RENEWAL AND AMENDMENT and LEASE AGREEMENT No. A-10467 dated June 6, 2006, the terms of this RENEWAL AND AMENDMENT shall prevail.
- 11) The RECITALS set forth above are incorporated into this RENEWAL AND AMENDMENT OF LEASE AGREEMENT No. A-10467.

12) This RENEWAL AND AMENDMENT shall be attached to LEASE AGREEMENT No. A-10467.

13) LESSOR and LESEE have executed this RENEWAL AND AMENDMENT OF LEASE AGREEMENT LEASE AGREEMENT No. A-10467 as of the last date opposite the respective signatures below.

LESSEE: (County of Monterey)

By: _____

Michael R. Derr

Title: Contracts/Purchasing Officer

Date: _____

APPROVED AS TO FORM: (County Counsel)

By: _____

Mary G. Perry

Title: Deputy County Counsel

Date: 2-18-2015

LESSOR: (Nino Family Limited Partnership)

By: _____

Michael J. Nino

Title: General Partner

Date: 2/4/15

LESSOR: (Nino Revocable Trust dated August 19, 1999)

By: _____

John O. Nino

Title: Co-Trustee

Date: 2/5/15

LESSOR: (Nino Family Limited Partnership)

By: _____

Tracy L. Nino

Title: General Partner

Date: 2/4/15

LESSOR: (Nino Revocable Trust dated August 19, 1999)

By: _____

Susan E. Nino

Title: Co-Trustee

Date: 2/5/15

Exhibit A

REPAIRS TO THE PREMISES

116-118 Broadway, King City, CA 93930



**Exhibit A
To Renewal and Amendment of
Agreement No. A-10467**

January 6, 2015

TO: George Salcido, Kim Petty, Sylvia Solis: County of Monterey
Alex Hale, consultant

RE: Cost Estimate Breakdown, DSS Requested Premise
116/118 Broadway Building, King City, CA

<u>Item</u>	<u>Estimate</u>
Painting (walls, doors, trim)	\$21,056.
Flooring (new carpet tiles, new commercial sheet vinyl in baths, new commercial vinyl tiles in foyer, and new rubber base throughout both buildings)	60,682.
Lighting Option 2—Retrofit fixtures/ballasts/ lamps & labor	21,952.
Parking Lot (repairs, slurry seal, new striping)	17,808.
Reception Area Workstations <ul style="list-style-type: none">• New full-length guest reception counter w/ corbels• 4 work stations, 4 rolling drawers, formica countertops, new full length counter and corbels guest-side)	3,040. 11,869.
Phone Bank (to include 1 ADA height)	1,324.
Lunch Room Cabinet/Counter	3,184.
Acoustic Ceiling Repairs (based on 170 count tiles being replaced)	3,853.

P.O. BOX 1180
TRES PINOS, CA 95075
PHONE 831-635-0745
FAX 831-635-0740

EMAIL info@ninodevelopment.com
LIC. #606698

Alarm	
(additions to 116 existing and install new manual fire alarm in 118)	14,448.
Heating & Air Conditioning	
(Replace non-functioning Rooftop AC unit & Upgrade 4 Thermostats to programmable)	8,789.
Misc Door and Bath Partition Hardware	618.
Window Tint Film	348.
Misc. Plumbing	
(wrap pipes, toilet lid)	1,008.
Bathroom Wainscoating Material	1,550.
Replace existing Wall Square Corner Protectors	560.
Signage (new ADA Bath signs & 1 new ADA Parking Spot Sign)	302.
Nino Development Labor	11,999.
TOTAL	\$183,590.

** Reminder that while Nino Development has tried to address each item from the lists provided, they are unable to oversee any audio, computer, electrical or glass needs at front reception counter area. These items to be handled by County. Bid is for purchase and install of cabinets, countertops and rolling drawers only.

Thank You.