

FIRST AMENDMENT OF SUBLEASE

WHEREAS, the undersigned Sublessee, County of Monterey, hereinafter called "COUNTY", entered into a Sublease Agreement effective January 1, 2013, and subsequently extended on July 17, 2018 with Kent C. Shadwell, doing business as Ripplewood Resorts, hereinafter called "SUBLESSOR" (collectively referred to herein as the "Sublease Agreement"); and

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

WHEREAS, the undersigned parties desire to amend certain provisions of said Sublease Agreement:

IT IS HEREBY AGREED by and between the undersigned parties that the above described Sublease Agreement shall be modified and amended as follows:

- 1. Effective March 1, 2020, **Exhibit A** shall be incorporated and added to the Sublease Agreement which defines the nature and scope of the services and utilities to be provided, and who shall pay for said services and utilities. The SUBLESSOR shall provide janitorial services for the 816 square foot modular building owned by the COUNTY and placed on SUBLESSOR'S leased property.
- 2. Effective March 1, 2020, the monthly Rent as stated in the Sublease Agreement, and paid by COUNTY, shall be increased from two hundred dollars (\$200), to six hundred dollars (\$600), paid by COUNTY in consideration for the additional janitorial services outlined in **Exhibit A**.
- 3. SUBLESSOR and COUNTY agree that it may be necessary to modify the janitorial specifications to better meet facility needs in the future. Such modification shall be with mutual written consent. SUBLESSOR and COUNTY acknowledge that an increase or decrease in costs may apply if changes are made to the scope of services identified in **Exhibit A**. Rent will be adjusted accordingly at time of mutual change.
- 4. All other terms and conditions of the Sublease Agreement shall remain in full force and effect.

With the intent to be legally bound, the parties affix their signatures hereto.

COUNTY: (County of Monterey)	APPROVED AS TO FORM: Office of the County Counsel Leslie J. Girard, County Counsel			
By:	By:			
Michael R. Derr	Marina Pantchenko			
Title: Contracts/Purchasing Officer	Title: Deputy County Counsel			
Date:	Date:			
SUBLESSOR: (Ripplewood Resort)				
By: Kent C. Shadwell				

Title: Owner of Ripplewood Resorts and Lessee of 47047 Highway One Big Sur, California 93920

EXHIBIT A <u>SUMMARY OF SERVICES AND UTILITIES</u>

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the tenants Premises			X
Provide adequate custodial service for interior of the Premises (dust, waste removal, recycling removal, vacuum, mop and general cleaning)		X	
Provide adequate custodial service for exterior of the Premises and common areas		X	
Professionally clean interior Premises' carpets, rugs, tile and linoleum flooring as deemed necessary		X	
Professionally clean existing drapes, blinds, and window shades as deemed necessary		X	
Professionally clean interior windows as deemed necessary		X	
Professionally clean exterior windows as deemed necessary		X	
Provide adequate pest control for the interior of the Premises			X
Provide adequate pest control for exterior of Premises			X
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		х	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum) disposal and pick up service of interior Premises.		X	