

## LEASE RENEWAL AND AMENDMENT NO. 1

This LEASE RENEWAL AND AMENDMENT No. 1, is made by and between San Jose Apartments LLC ("LESSOR"), and COUNTY OF MONTEREY c/o Real Property Specialist, 1441 Schilling Place, South Building, 2<sup>nd</sup> Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

### WITNESSETH

WHEREAS, LESSOR's predecessor 559 E. Alisal Street, LLC and LESSEE previously entered into that certain LEASE AGREEMENT, dated June 10, 2015 (the "Lease" or Lease Agreement No. A-12690), whereby LESSOR's predecessor leased to LESSEE and LESSEE leased from LESSOR approximately 11,791 rentable square feet of space located at 559 East Alisal Street, Suites 106 and 200, in Salinas, California, for use by the Health Department's Clinic Services Bureau (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of June 10, 2015 with an initial five (5) year term ending June 09, 2020.

WHEREAS, effective May 12, 2018, the Premises owned by Ramiro and Sarai Alcalá dba 559 East Alisal, LLC was sold and ownership was transferred to Khosrow Haghshenas, dba San Jose Apartments, LLC.

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term two (2) years to negotiate tenant improvements, revise LESSOR's insurance requirement and adjust the rent by one percent (1.0%) per Rent Schedule below, during this extended term.

NOW, THEREFORE, it is hereby agreed that said Lease is amended retroactively and effective as of June 10, 2020 as set forth below:

#### **1. Extended Term**

The term of the Lease shall be extended for an additional period of two (2) years commencing on, June 10, 2020 through and including June 09, 2022.

#### **2. Rent**

The rent shall increase from \$1.86 per square foot to the mutually agreed rate of \$1.88 per square foot upon the start date of the extended term commencing retroactively on, June 10, 2020. Rent is to increase one percent (1.0%) each year.

RENT SCHEDULE		
Period	Monthly Rent for 11,791 Square Feet	Monthly Rent
June 10, 2020 – June 09, 2021	Twenty-Two Thousand One Hundred Fifty Eight and 87/100 Dollars	\$22,158.87

June 10, 2021 – June 09, 2022	Twenty-Two Thousand Three Hundred Eighty and 46/100 Dollars	\$22,380.46
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### **3. Tenant Improvements**

LESSEE is to retain the space in its “as-is” condition pending the negotiation of Tenant Improvements which shall take place during the term of this Extended Term.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this LEASE RENEWAL AND AMENDMENT NO. 1, the terms and conditions of this LEASE RENEWAL AND AMENDMENT NO. 1 shall prevail.

### **4. ARTICLE 19 – INSURANCE AND INDEMNIFICATION**

**ARTICLE 19 – INSURANCE AND INDEMNIFICATION**, shall be revised to delete the fourth paragraph and to read as follows:

#### **ARTICLE 19 - INSURANCE AND INDEMNIFICATION**

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised PREMISES and arising out of the use of the demised Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSEE shall maintain public liability and property damage coverage or program of self insurance with liability limits of not less than \$2,000,000 for injury or death to one or more persons and property damage limits of not less than \$50,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises. LESSOR, during the terms hereof, shall indemnify, defend and save harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the LESSOR.

LESSOR agrees that it will keep insured against loss or damage by fire, to at least eighty percent (80%) of the full fair insurable value thereof, the building on the demised Premises or of which the demised premises are a part.

### **5. Incorporation of Recitals**

The recitals to this LEASE RENEWAL AND AMENDMENT NO. 1 are incorporated by this reference.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this LEASE RENEWAL AND AMENDMENT NO. 1 as of the last date opposite the respective signatures below. The parties understand and agree that this LEASE RENEWAL AND AMENDMENT NO. 1 to said Lease shall be retroactively effective as of June 10, 2020.

**LESSEE:** (County of Monterey)

DocuSigned by:  
BY: Michael R. Derr  
367942E6F649429...  
Michael R. Derr, Contracts/Purchasing Officer

Dated: 11/6/2020 | 4:53 PM PST

**LESSOR:** (San Jose Apartments, LLC)

BY: [Signature]  
Printed Name: Khosrow Haghshenas

Title: Manager /Owner

Dated: 10/20/2020

**APPROVED AS TO FORM:**

Office of the County Counsel-Risk Manager,  
Leslie J. Girard, County Counsel-Risk Manager

DocuSigned by:  
BY: Mary Grace Perry  
C83342707AC641A...  
Mary Grace Perry, Deputy County Counsel  
Date: 10/23/2020 | 9:00 AM PDT

**Department Approval:**

DocuSigned by:  
BY: [Signature]  
C7A30BA59CA8423...  
Elsa Jimenez, Director of Health

Dated: 11/8/2020 | 6:00 PM PST

**LESSOR:** (San Jose Apartments, LLC)

& BY: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Auditor-Controller:**

DocuSigned by:  
BY: Gary Giboney Chief Deputy Auditor-Controller  
D3834BFEC1D8449...  
Gary Giboney  
Chief Deputy Auditor-Controller  
Dated: 10/23/2020 | 9:06 AM PDT



# LOCATION MAP

Lease Agreement  
559 E. Alisal Street, Salinas CA 93905

