

REAL PROPERTY LEASE

THIS LEASE ("Lease") is made by and between the CASTROVILLE STATION SHOPPING CENTER, LLC ("LESSOR"), and the COUNTY OF MONTEREY, a political subdivision of the State of California ("LESSEE"), c/o Resource Management Agency-Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California, 93901.

LESSOR, in consideration of the rent and agreements hereinafter set forth does hereby lease to LESSEE, and LESSEE leases from LESSOR those certain premises located at 11272 Merritt Street, Suite C, Castroville, California, 95012 consisting of 500 square feet. of space ("Premises"), as shown on the attached **Exhibit A**.

LEASE TERM: The term of the Lease ("Lease Term") shall be on a month-to-month basis commencing on the full execution of this Lease, anticipated to be on or around May 1, 2020 ("Lease Commencement Date") and can be canceled by either party upon thirty (30) day written notice.

RENT: The rent shall be one dollar (\$1) per month or twelve dollars (\$12) per year, if LESSEE so desires.

DELIVERY OF PREMISES: LESSOR agrees to deliver to the LESSEE physical possession of the Premises upon the commencement of the terms hereof in good and tenable condition, free and clear of all tenants and occupants and the rights of either. Such delivery shall also be free of liens, encumbrances and violations of laws, ordinances and regulations relating to the use, occupation and construction of the building on the Premises or of which the Premises are a part.

LESSEE agrees to delivery to the LESSOR physical possession of the Premises within ten (10) days after the termination of the term hereof or any extension thereof, in as good condition as it was at the commencement of this Lease, wear and tear, damage by fire, damage from any other cause not directly attributable to the negligence of the LESSEE excepted.

USE: The Premises shall be used by the LESSEE solely and exclusively for purposes of general office space for the Monterey County Sheriff's Office and for no other purposes.

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 \$1,000,000 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.

NOTICES: All notices and correspondence provided herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To LESSOR:	Castroville Station Shopping Center, LLC c/o Alan Fisher 36 Quail Run Circle, Suite 100-B Salinas, California 93907 Phone: 831-206-5667 Email: alan.geol@yahoo.com	To LESSEE:	County of Monterey RMA-Administrative Services c/o Real Property Specialist 1441 Schilling Place, South Bldg., 2 nd Fl Salinas, California 93901 Phone: 831-755-4859 Email: salcidog@co.monterey.ca.us
-------------------	---	-------------------	---

Rent payments shall be made to (need not be certified): **Castroville Station Shopping Center, LLC**, at the address listed above.

UTILITIES AND JANITORIAL: LESSEE shall be responsible for utilities (electricity, gas and water) and janitorial service for the Premises.

SIGNS: Subject to LESSOR'S written approval, which approval shall not be unreasonably withheld, LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire; provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will restore the Premises to their original condition.

FIXTURES: Any trade fixtures, equipment, furniture, demountable walls, and other property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed on the Premises provided the Premises is restored to acceptable condition. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

IMPROVEMENTS AND ALTERATIONS: LESSEE shall not make any alteration or improvement to the Premises without the prior written consent of the LESSOR. Alterations, additions, and improvements to the Premises made by LESSEE without the prior written consent of the LESSOR, shall immediately become and be the property of LESSOR..

ASSIGNMENT: LESSEE agrees not to assign, mortgage, pledge, or encumber this Lease without first obtaining the written consent of the LESSOR.

DESTRUCTION: In the event of a partial destruction of the Premises for any cause, LESSOR shall forthwith repair the same, provided such repair can be made within sixty (60) days, but such partial destruction shall in no way annul or void this Lease except that LESSEE shall be entitled proportionate deduction of rent while repairs are being made. Such deduction shall be based upon the extent to which the destruction and make of repairs shall interfere with the business carried on by LESSEE. In the event of destruction of more than one-third of the Premises or that repairs cannot be reasonably made in sixty (60) days, this Lease may be terminated at the option of either party.

SUCCESSORS AND ASSIGNS: Subject to the restriction on assignment hereinabove written, this Lease, and all of the terms, covenants, and conditions hereof, shall be binding upon and shall inure to the benefits of the heirs, legal representatives, successors and assigns of the respective parties hereto.

IMPROVEMENTS: None.

ADA/CASP DISCLOSURE: This provision is intended to comply with the terms of California Civil Code Section 1938 which provides that a commercial property owner or lessor shall state on every lease form or rental agreement executed on or after July 1, 2013, whether the property being leased or rented has undergone inspection by a Certified Access Specialist ("CASp"), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. Pursuant to California Civil Code Section 1938, LESSOR hereby advises LESSEE that the building has not undergone an inspection by a CASp, so it is possible that some elements of its construction do not comply with current accessibility standards. Upon acceptance of the Premises, LESSEE shall have taken the Premises "As is". Provided, however, that LESSOR shall, at the Commencement Date and during the Lease Term, be responsible for placing and keeping the building and all its systems in compliance with all governmental regulations, codes, rules or laws including the Americans with Disabilities Act. LESSOR reserves the right to complete improvements as may be required for compliance at its sole discretion.

ENERGY STAR: In accordance with AB1103, LESSOR hereby discloses that the energy usage for the Premises has not been placed on the Portfolio Manager (U.S. EPA).

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease 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:

Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: Mary Grace Perry
C83342707AC6 Mary Grace Perry
Title: Deputy County Counsel
Date: 5/7/2020 | 4:52 PM PDT

LESSOR: Castroville Station Shopping Center, LLC

By: Alan Fisher
Alan Fisher
Title: Facilities Manager
Date: 5/7/20