

# COUNTY OF MONTEREY

## STANDARD LEASE AGREEMENT



LEASED PREMISES: 1370-B South Main Street, Salinas, CA 93901

DEPARTMENT: Elections

LESSOR: B & A Farahmand Family Trust  
17692 River Run Road  
Salinas, CA 93908

## COUNTY OF MONTEREY STANDARD LEASE AGREEMENT

### PREAMBLE

THIS LEASE ("Lease") is made by and between B & A Farahmand Family Trust, ("LESSOR") and the COUNTY OF MONTEREY, ("LESSEE"), C/O Real Property Specialist, 855 East Laurel Drive, Building C, Salinas, CA, 93905. LESSOR and LESSEE hereby agree as follows:

### ARTICLE 1 - PREMISES

1.1 Description: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at 1370-B South Main Street, Salinas, CA 93901 and described as follows: General offices consisting of approximately 12,011 rentable square feet of space, (the "Premises"), as designated in Exhibit A, which is attached and incorporated herein. The term "rentable square feet" shall be used as defined by the Building Owners and Managers Association ("BOMA"). If the Premises constitutes only a portion of the building or complex, the Premises represents one hundred percent (100%) of the total rentable space.

1.2 Non-Exclusive Use Areas: LESSEE shall also have the non-exclusive right to use, in common with other tenants in the building, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, ramps, drives, platforms, public rest rooms, and common walkways and sidewalks necessary for access to the Premises.

1.3 Parking Areas: LESSEE is entitled to twenty-six (26) unreserved vehicle parking spaces.

1.4 Compliance with the "Americans with Disabilities Act of 1990" (ADA): LESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA.

1.5 Compliance with "No Smoking Law" (2003 Assembly Bill 846): LESSEE shall ensure that the Premises and the non-exclusive areas of the building as described in Article 1.2 are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

1.6 Statement of Seismic Adequacy: LESSOR shall provide the statement described in Exhibit B with respect to seismic adequacy clearance.

1.7 Election Period Definition: For the purpose of this Lease, "Election Period" shall mean the length of time starting sixty (60) days prior to election day (E-60) and ending thirty (30) days after (E+30), unless extended by law or court action.

### ARTICLE 2 - TERM

2.1 Lease Term: The term of this Lease (the "Lease Term") shall be five (5) years, commencing on January 1, 2010 or ("Lease Commencement Date") and ending December 31, 2014, ("Lease Expiration Date") with such rights of termination and extension of the Lease Term as are hereinafter set forth.

2.2 Extended Term: Upon completion of the initial Lease Term, the LESSOR and LESSEE may renew the lease, for one additional three (3) year term ("First Extended Term"); and upon the expiration of the First Extended Term, the LESSOR and LESSEE may renew the lease, for a second additional three (3) year term ("Second Extended Term"). LESSEE shall give LESSOR advance written notice of its intent to renew one hundred and fifty (150) days prior to expiration of the initial Lease Term or First Extended Term.

### ARTICLE 3 - RENT

In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises, the initial sum of ~~Twenty-Three Thousand Four Hundred Twenty-One Dollars and 45/100~~ (\$23,421.45), payable on or before the first day of each month. LESSEE shall commence rental payments upon occupancy, ("Rent Commencement Date"). If the rent commencement date is other than the first day of a calendar month, then the rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Rent shall be payable to LESSOR at the address specified in Article 6 or at such other address as LESSOR may from time to time designate in writing. *[Monthly rent is computed as follows: Approximately \$1.95 per rentable square foot per month for initial term of the Lease.]* In addition, LESSEE shall contract and pay directly to its vendors for its responsibilities as outlined in Exhibits D and E. Monthly rent shall include LESSEE'S share of real estate taxes, assessments, and Monterey Regional Water Pollution Control (MRWPCA) fee for the Premises.

### ARTICLE 4 - COST OF LIVING ADJUSTMENT

At the end of the five-year period of the Lease Term or any three-year period of any Extended Term, the monthly rent shall be subject to negotiations between LESSOR and LESSEE.

### ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon one hundred and eighty (180) days written notice, solely on the condition that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Lease in order to lease other premises for a similar purpose within the City of Salinas. LESSEE represents that its intent is not to exercise its rights under this Article unless financial conditions prevent the Monterey County Board of Supervisors from budgeting funds for this Lease.

### ARTICLE 6 - NOTICES

All notices or correspondence provided for 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: B & A Farahmand Family Trust  
c/o Bob Farahmand  
17692 River Run Road  
Salinas, CA 93908  
Phone: 831-206-1646 Fax: 831-754-1089  
Email: bobfarahmand@hotmail.com

To LESSEE: County of Monterey  
Department of Public Works (Facilities)  
C/O Real Property Specialist  
855 East Laurel Drive, Building C  
Salinas, CA 93905  
Phone: 831-755-4855 Fax 831-755-4688  
Email: salcidog@co.monterey.ca.us

Rent payments shall be made to (need not be sent certified): B & A Farahmand Family Trust, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or forty-eight (48) hours after notice is placed in the United States mail, postage prepaid, and addressed to the other party. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated facilities manager shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. LESSOR or LESSOR'S designated facilities manager shall maintain contact phone numbers of key personnel or maintenance/service companies in event of an emergency. For purposes of this lease, an "emergency" is an action that is necessary in order to protect health and safety of persons or public property, to save the building's integrity and/or to maintain normal and regular operations during an Election Period as defined in Article 1.7.

If applicable, LESSOR'S designated property management shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

#### ARTICLE 7 - PREMISE IMPROVEMENTS

LESSOR shall provide a One Hundred and Twenty Thousand and 00/100 Dollars (\$120,000.00) allowance to be used for current and future LESSEE specified improvements to the Premises. Said improvements shall be subject to LESSOR approval, which shall not be unreasonably withheld. Said allowance shall be held by LESSOR in an interest bearing account for the benefit of the LESSEE and withdrawn upon LESSEE'S request within the initial term of Lease. LESSEE reserves the right to use any and all portion of the said allowance to reduce rent paid to LESSOR in any year of the initial term of the Lease.

#### ARTICLE 8 - NOTICE OF COMPLETION

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#### ARTICLE 9 - PUBLIC WORKS LAWS

Under Section 1720.2 of the California Labor Code, any construction contract to improve the space to be leased by the County of Monterey for government services may be considered a 'public work' if certain conditions are met. If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as periodically amended.

#### ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

[INTENTIONALLY LEFT BLANK]

#### ARTICLE 11 - USE

11.1 Use: LESSEE shall use the Premises for general office and warehouse purposes and for no other purpose without first having obtained LESSOR'S advanced written consent.

11.2 Compliance with Laws: LESSOR represents and warrants to LESSEE, that, to the best of LESSOR'S knowledge, the construction (including all LESSOR-constructed Premise Improvements), the current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above.



11.3 **Hazardous Substances:** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the demised premises prior to LESSEE'S occupancy of the demised premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, unless caused by LESSEE, its agents, employees, invitees or guests. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or PCB containing materials.

11.4 **Acceptance of Premises:** By entry hereunder, LESSEE accepts the Premises as being in good and sanitary order, condition and repair.

#### **ARTICLE 12 - SIGNS AND FIXTURES**

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to approval by the LESSOR which consent shall not be unreasonably withheld 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 conditions. 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 in the Premises, provided the Premises are restored to acceptable condition. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

#### **ARTICLE 13 - SERVICES AND UTILITIES**

Services and utilities shall be furnished and the cost borne as outlined in Exhibit D. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder.

#### **ARTICLE 14 - REPAIR AND MAINTENANCE**

14.1 **LESSOR and LESSEE Obligations:** The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in Exhibit E, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein.

14.2 **Negligent Acts or Omissions of LESSEE:** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions of LESSEE, its agents, employees, or invitees.

14.3 **Failure of LESSOR to Make Repairs:** If LESSOR fails to maintain the Premises or to make the repairs required in this article within the time periods as specified in Article 23.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

14.4 **Response Time During Election Period:** LESSOR agrees to perform all emergency repairs, as described in Article 6, involving the Premises and the non-exclusive areas of the building, as described in Article 1.2, with the utmost urgency. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in Exhibit G to perform any emergency repair as defined above.

14.5 LESSOR Obligations in Applying Noxious Substances: LESSOR and/or LESSEE, its officers, employees, and agents shall not apply any substance as part of any building maintenance or repair which would introduce irritating or noxious odors or any other hazardous condition to occupied spaces without prior coordination and approval of the LESSEE. Prior notification and approval shall be made at least 48 hours prior to the desired application time. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator to the Agricultural Commissioner. Examples of such substances or materials include, but are not limited to, the following:

- Termite Control Materials
- Pesticides
- Paint
- Water Treatment Chemicals
- Any other substance that is or could be construed as hazardous

#### ARTICLE 15 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE notice of the name, address and telephone number of an agency or person convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under Exhibit E of this Lease. If LESSOR fails to provide such notice, LESSEE may choose service companies as needed and without penalty from LESSOR.

#### ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 Alterations: Except for the Premise Improvements, no structural alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

16.2 Condition at Termination: LESSEE may remove any fixtures, machinery and equipment installed in the Premises by LESSEE upon the termination of this Lease, if LESSEE is not then in default under this Lease and if LESSEE repairs any damage to the Premises caused by such removal. Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty, and alterations approved by LESSOR excepted.

16.3 Mechanic's Liens: LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

#### ARTICLE 17 - ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Subletting shall be subject to use or uses stated in Article 11.

#### ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business.

#### 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.

LESSOR shall not be liable to LESSEE, or to anyone whatsoever for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Premises of the building of which they are a part, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that LESSOR shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Lease.

#### ARTICLE 20 - WAIVERS OF SUBROGATION

In the event the damages exceed the amount of available property insurance, LESSOR and LESSEE each hereby waive any right of recovery against the other due to loss of or damage to the property of either LESSOR or LESSEE when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.

#### ARTICLE 21 - DESTRUCTION

21.1 Total Destruction: If the Premises are totally destroyed by fire or other casualty, leaving the Premises unusable for the purposes intended, either party may terminate this Lease immediately by giving notice to the other party.

##### 21.2 Less than 10% Destruction:

21.2.1 Not During an Election Period: If such casualty shall render ten percent (10%) or less of the Premises unusable for the purpose intended, as determined by the LESSEE, and it is not during an Election Period, LESSOR shall forthwith give notice to LESSEE, within fifteen (15) calendar days after such destruction, of the specific number of days required to repair the same. LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

21.2.2 During an Election Period: If during an Election Period such casualty shall render any of the Premises unusable for the purpose intended as determined by the LESSEE, forthwith give notice to LESSEE, within five (5) calendar days after such destruction, of the specific number of days required to repair the same. LESSOR shall effect restoration of the Premises immediately, but in any event restoration shall begin within twenty-four (24) hours after such notice.

##### 21.3 More than 10% Destruction:

21.3.1 Not During an Election Period: If such casualty shall render more than ten percent (10%) of the Premises unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

21.3.2 During an Election Period: If such casualty shall render any of the Premises unusable but not constitute total destruction that leaves the Premises unusable for the purposes intended, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within five (5) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE in either such event, at its option, may terminate this Lease.

21.3.3 Destruction Repair Time Periods: In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within thirty (30) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease.

LESSOR and LESSEE understand that, in normal circumstances, work can not commence before a building permit is obtained. Time periods set forth herein shall not commence before required building permits are issued. LESSOR warrants to diligently pursue issuance of required building permits. LESSEE shall assist LESSOR with obtaining all required building permits if necessary. Time periods set forth herein shall also be subject to adjustment due to any cause beyond the reasonable control of the LESSOR.

21.3.4 Reduction of Rent Due to Destruction: If LESSEE remains in possession of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the usable square feet LESSEE is thus precluded from occupying, bears to the total usable square feet in the Premises. "Usable square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and rest rooms.

## ARTICLE 22 - DEFAULT BY LESSEE

22.1 Default: If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

- a. A default in the payment of rent when such default continues for a period of thirty (30) days after written notice, or
- b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof, or
- c. LESSEE is adjudicated bankrupt, or
- d. LESSEE'S lease interest is sold under execution of judgment.

22.2 Remedies: If LESSEE fails to cure a prospective default within the time frames outlined above, LESSOR shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as Additional Rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

## ARTICLE 23 - DEFAULT BY LESSOR

23.1 Default: LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.



23.2 **Remedies:** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs. However, upon LESSOR'S failure to so reimburse or, at LESSEE'S option, said costs shall be held from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

#### ARTICLE 24 - CONDEMNATION

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the usable area of the Premises taken bears to the usable area of the Premises before the taking.

#### ARTICLE 25 - HOLDING OVER

If LESSEE, with LESSOR'S consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two month-to-two month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon sixty (60) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

#### ARTICLE 26 - WAIVER

The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

#### ARTICLE 27 - QUIET POSSESSION

As long as LESSEE keeps and performs the covenants in this Lease, LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR.

#### ARTICLE 28 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgage or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale there under, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

#### ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

#### ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 No Amendments: No oral amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no prior oral understanding or agreement not incorporated herein shall be binding on either party hereto.

30.2 Time is of the Essence: Time is of the essence of each term and provision of this Lease.

30.3 Binding Effect: Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

30.4 Invalidity: The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.5 Warranty of Authority: If LESSOR is a corporation, the person executing this lease on behalf of LESSOR hereby covenants and warrants that LESSOR is a duly authorized and existing corporation and that he/she is duly authorized to execute this Lease.

30.6 Addendum: In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

30.7 Arbitration and Mediation: Any controversy or claim arising out of or relating to this Lease, the relationship resulting in or from this Lease or breach of any duties hereunder, if the dispute cannot be settled through good faith negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. LESSOR and LESSEE will share the cost of mediation equally.

If the controversy cannot be settled through negotiation or mediation, or if one or both parties refuse to mediate the dispute, the parties agree to submit to arbitration as administered by the American Arbitration Association under its Commercial Arbitration Rules. All hearings will be held in Salinas, California before an Arbitrator who is a licensed attorney with at least 15 years of experience in commercial law or a retired judge with experience in commercial law, unless both parties agree to other terms. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction.

Nothing herein will be construed to prevent LESSOR'S or LESSEE'S use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to participate in mediation or compel arbitration of any dispute.

ARTICLE 31 - MAJOR APPLIANCES

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld. No Vending machines shall be placed around the exterior of the building.

LESSEE: (County of Monterey)

Title: Contracts/Purchasing Officer

Date: 8-3-10

APPROVED AS TO FORM: (County Counsel)

By: Cynthia L. Huron

Title: Deputy County Counsel

Date: 4-21-10

LESSOR: (B & A Farahmand Family Trust)

By: Bahram B. Farahmand

Title: Trustee

Date: 4-19-2010

ENTERED  
APR 21 2010  
COC

## EXHIBIT A

### DESCRIPTION OF PREMISES

(Floor Plan with Dimensions)

(Parking Location or Plan)

(Site Map)





## EXHIBIT B

### STATEMENT OF SEISMIC ADEQUACY

Construction/renovation of the Building containing the Premises occurred in 1987.

## EXHIBIT C

### PREMISE IMPROVEMENT SPECIFICATIONS

[INTENTIONALLY LEFT BLANK]

## EXHIBIT D

### SUMMARY OF SERVICES AND UTILITIES

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 Premises   |     | x      |        |
| Provide adequate custodial service for the interior of the Premises per schedule attached as Exhibit F. "Custodial Service Specifications" |     | x      |        |
| Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in Article 1.2    |     | x      |        |
| Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit F   |     | x      |        |
| Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit F  |     | x      |        |
| Professionally clean interior windows as indicated in Exhibit F  |     | x      |        |
| Professionally clean exterior windows as indicated in Exhibit F  |     | 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)       |     | x      |        |
| Provide adequate parking lot area sweeping   |     | x      |        |
| Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum) disposal and pick up service                      |     | x      |        |
| Provide adequate fire sprinkler systems testing  |     | x      |        |
| Provide adequate fire alarm systems monitoring   |     | x      |        |
| Provide adequate intrusion/security alarm systems monitoring   |     |        | x      |
| Provide adequate patrolled security guard service  | x   |        |        |
| Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections and unit lubrications        |     | x      |        |
| Provide adequate servicing of uninterrupted power source (UPS)   | x   |        |        |
| Provide adequate servicing of back up generator  | x   |        |        |
| Provide adequate gas utility service   |     | x      |        |
| Provide adequate electric utility service  |     | x      |        |
| Provide adequate water utility service   |     | x      |        |
| Provide adequate telephone and data service (including connection charges)   |     |        | x      |



## EXHIBIT E

### SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

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

|   | N/A | LESSOR | LESSEE |
|---|-----|--------|--------|
| Common Areas  |     | X      |        |
| Foundations   |     | X      |        |
| Floor Slabs   |     | X      |        |
| Elevators and/or Dumb Waiters   | X   |        |        |
| Exterior and Bearing Walls  |     | X      |        |
| Exterior Doors and Hardware   |     | X      |        |
| Exterior Windows and Window Frames  |     | X      |        |
| Roofs   |     | X      |        |
| Gutters, Drains and Downspouts  |     | X      |        |
| Parking Lots  |     | X      |        |
| Ceilings  |     | X      |        |
| Fire Sprinkler Systems  |     | X      |        |
| Fire Alarm Systems  |     | X      |        |
| Intrusion/Security Alarm Systems  |     |        | X      |
| Uninterrupted Power Source (UPS)  | X   |        |        |
| Power Back UP Generator   | X   |        |        |
| Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if necessary) |     | X      |        |
| Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats    |     | X      |        |
| Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)        |     | X      |        |
| Plumbing Systems and Fixtures (including sewer and drain stoppages)                           |     | X      |        |
| Lighting Systems (including starters, ballasts, transformers and light switches)              |     | X      |        |
| Light Bulbs and Fluorescent Light Tubes (replacement)   |     | X      |        |
| Interior Walls  |     | X      |        |
| Interior Wall Surfaces (including repainting if necessary)                                    |     | X      |        |
| Interior Doors and Hardware   |     | X      |        |
| Interior Windows and Window Frames  |     | X      |        |
| Carpet, Tile, and Linoleum Flooring (including replacement if necessary)                      |     | X      |        |
| Base and/or Moldings  |     | X      |        |
| Appliances  |     |        | X      |
| Communication Systems (data/telephone cabling, connections and equipment)                     |     |        | X      |
| OTHER:  |     |        |        |

\*Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions of LESSEE, its agents, employees, or invitees.

# EXHIBIT F

## CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

|  |
|--|
| <b>DAILY SERVICE (Monday through Friday)</b>   |
| <b>A. General Cleaning</b>   |
| 1. Empty wastebaskets; replace liners, place trash in dumpster   |
| 2. Sweep outside Premises entrances  |
| 3. Remove graffiti from any interior walls   |
| <b>B. Floor and Carpet Care (including stairways)</b>  |
| 1. Sweep and dust mop hard surface floors with treated mop   |
| 2. Vacuum carpeted floors and entry mats   |
| 3. Damp mop all spills on hard surfaces  |
| 4. Remove gum/candy from carpet/floors   |
| <b>C. Window Cleaning</b>  |
| 1. Clean entry door and lobby glass, inside and outside  |
| 2. Clean interior partitions and counter glass   |
| 3. Clean interior/exterior door glass  |
| <b>D. Restroom Cleaning</b>  |
| 1. Empty waste containers  |
| 2. Sweep and wet mop floors  |
| 3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and mid-afternoon. M-F ) |
| 4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid-afternoon. M-F )  |
| 5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs.)   |
| 6. Clean restroom mirrors and glass  |
| 7. Replenish air fresheners in all restrooms   |
| 8. Remove graffiti from interior walls   |
| 9. Damp wipe all walls and partitions (as needed)  |
| 10. Clean around all door knobs and push plates  |
| <b>E. Dusting</b>  |
| 1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker)                                       |
| 2. Tops of desks where cleared (only if cleared off and with posted notice by office worker)                                       |
| 3. Table tops and counters where cleared   |

## CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3)

|  |
|--|
| <b>WEEKLY SERVICE (Fridays)</b>  |
| <b>A. General Cleaning</b>   |
| 1. Remove fingerprints from doors, walls, and light switches                       |
| 2. Remove marks/clean door kick plates   |
| 3. Wash wastebaskets/trash receptacles inside and out                              |
| 4. Wash all handrails  |
| 5. Clean around door knobs/push plates   |
| <b>B. Floor and Carpet Care (including stairways)</b>                              |
| 1. Damp mop all hard surface floors  |
| 2. Buff all hard surface floors using a high speed buffing machine                 |
| 3. Spot clean all carpeted floors  |
| <b>C. Restroom Cleaning</b>  |
| 1. Scrub all sinks with abrasive cleaner   |
| 2. Scrub inside toilets and urinals with acid-type bowl cleaner                    |
| <b>D. Dusting</b>  |
| 1. All windows and door sills  |
| 2. Ledges, baseboards, and partitions  |
| 3. All chairs  |
| 4. Remove cobwebs from ceilings, corners and crevices, etc.                        |
| <b>BI-WEEKLY SERVICES (Fridays)</b>  |
| Dry shampoo all carpeted areas.  |
| <b>MONTHLY SERVICE (Last Weekend of the Month)</b>                                 |
| <b>A. Floor and Carpet Care</b>  |
| 1. Scrub and refinish all hard surface floors using an acrylic finish              |
| 2. Edge out all carpet areas (areas that are out of reach during normal vacuuming) |
| <b>B. Restroom Cleaning</b>  |
| 1. Wash all walls and partitions   |
| <b>C. Dusting</b>  |
| 1. Vacuum all upholstered furniture  |
| 2. Clean all blinds, drapes and window shades                                      |
| <b>D. Additional requirements specific to Premises</b>                             |
| 1. Shampoo all upholstered furniture   |

**CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)**

|   |   |
|---|---|
| <b>QUARTERLY SERVICES (January, April, July, October)</b> |   |
| A. General Cleaning                                       |   |
| 1.  | Wash exterior of all desks, filing cabinets, and tables                         |
| B. Floor and Carpet Care                                  |   |
| 1.  | Shampoo all carpeted areas using bonnet method                                  |
| 2.  | Strip and refinish all hard surface floors using an acrylic finish              |
| C. Window Cleaning  |   |
| 1.  | Wash inside and outside windows   |
| D. Dusting  |   |
| 1.  | High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet. |
| <b>BI-ANNUAL SERVICES (April and October)</b>             |   |
| A. Restroom Cleaning                                      |   |
| 1.  | Machine scrub restroom floors (porcelain tile floors)                           |
| <b>ANNUAL SERVICES</b>                                    |   |
| A. Floor and Carpet Care                                  |   |
| 1.  | Steam/Extraction clean all carpeted areas                                       |

\* LESSOR and LESSEE agree that it may be necessary to modify the foregoing Custodial Service Specifications to better meet facility needs. Such modification shall be with mutual written consent. LESSOR and LESSEE acknowledge that additional costs may apply. LESSOR and LESSEE further acknowledge that LESSOR'S cost towards the custodial service specified in this Exhibit F shall not exceed Seven Hundred Fifty Dollars( \$750.00) unless agreed to in writing.



## EXHIBIT G

### SERVICE CONTACT LIST (Page 1 of 2)

| Item                              | Contact | Number |
|-----------------------------------|---------|--------|
| Back Up Generator                 |         |        |
| Carpenter                         |         |        |
| Ceiling Tile                      |         |        |
| Electrical                        |         |        |
| Electronic Gates and Garage Doors |         |        |
| Elevator                          |         |        |
| Elevator Phone                    |         |        |
| Exterior Door and Hardware        |         |        |
| Flooring                          |         |        |
| Fire Sprinkler System             |         |        |
| Fire Extinguisher Servicing       |         |        |
| Fire Alarm                        |         |        |
| Heating & Air Conditioner         |         |        |
| Industrial Hygienist              |         |        |
| Interior Door and Hardware        |         |        |
| Janitorial for common areas       |         |        |
| Landscape Maintenance             |         |        |
| Light Bulbs & Fluorescent Tubes   |         |        |
| Locksmith                         |         |        |
| Painting                          |         |        |
| Pest Control                      |         |        |
| Parking Lot Repair                |         |        |

**SERVICE CONTACT LIST** (Page 2 of 2)

| Item                           | Contact | Number |
|--------------------------------|---------|--------|
| Parking Lot Sweeping           |         |        |
| Patrolled Security             |         |        |
| Plumbing                       |         |        |
| Remedial Contractor            |         |        |
| Roofing System                 |         |        |
| Roof Gutters & Downspouts      |         |        |
| Security Alarm Company         |         |        |
| Sewer & Drain Cleaning         |         |        |
| Utility (Gas & Electric)       |         |        |
| Utility (Telephone)            |         |        |
| Utility (Water)                |         |        |
| Waste Disposal & Recycle       |         |        |
| Window Replacement &<br>Repair |         |        |
| Window Cleaning                |         |        |