

LEASE AMENDMENT NO. 1

This LEASE AMENDMENT No. 1 (“Amendment No. 1)), is made by and between WLKST Partners, LP., (referred to herein as "LESSOR"), and COUNTY OF MONTEREY c/o Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93901 (referred to herein as "LESSEE") (collectively referred to as “the parties”).

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain Lease Agreement No. A-012695, dated May12, 2015 (the "Lease" or “Lease Agreement”), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 4,857 rentable square feet of space located at 65 West Carmel Valley Road, Carmel Valley, California, for use by the Monterey County Free Libraries (hereinafter referred to as the "Premises"). The initial Lease term provided for a “Lease Commencement Date” of July 1, 2015, with an initial fifteen (15) year term ending June 30, 2030.

WHEREAS, LESSOR and LESSEE desire to have LESSOR install a solar panel system on the rooftop of the Premises along with other appurtenant connections and infrastructure; and

NOW, THEREFORE, it is hereby agreed that said Lease is amended as set forth below:

1. Solar Panel System

LESSOR, at its sole expense, shall install a solar panel system on the roof of the building (referred to hereinafter together with the connections and other infrastructure relating thereto, collectively, the “Solar Panel System”), as more completely described on **Exhibit A – Solar Panel System Plans and Specifications**, which is attached and incorporated by this reference. The Solar Panel System shall be owned by LESSOR and shall be considered a part of the building electrical system. LESSOR shall be responsible for the repair, replacement and maintenance of the Solar Panel System as a part of the building, and the cost of repair, replacement and maintenance of the Solar Panel System shall be included in LESSOR’s operating expenses. Notwithstanding any contrary provision of this Lease, LESSOR makes no representations or warranties whatsoever with respect to the condition of the Solar Panel System, including without limitation, the performance thereof or the capacity thereof.

2. Solar Energy

LESSEE shall be entitled to the energy produced by the Solar Panel System and shall have the right to take advantage of any programs offered by the electric utility servicing the Premises to its customers, if any, including the “Net Energy Metering” program. LESSOR shall have no obligations with respect to any costs billed by the electric utility servicing the Premises to LESSEE for LESSEE’s participation in any such utility customer program. LESSEE shall be responsible for the cost of all electricity used in the Premises and not provided by the Solar Panel System.

3. Additional Rent

In consideration of LESSOR's installation of the Solar Panel System, LESSOR and LESSEE hereby agree that LESSEE shall pay \$730.00 as additional rent per calendar month for the energy produced by the Solar Panel System, which shall be subject to an annual increase of 2.5% per year. Once per calendar year, LESSOR shall deliver to LESSEE a true-up of this additional rent based on the actual energy produced by the Solar Panel System during the previous calendar year, based on a price per kWh of \$0.26, which shall be subject to an annual increase of 2.5% per year. In the event the true-up results in an underpayment by LESSEE (i.e., the monthly additional rent paid by LESSEE hereunder is less than the product of Kilowatt-hours produced by the Solar Panel System multiplied with the applicable price per kWh for the true-up term), LESSEE shall pay the difference together with the next rent payment. In the event the true-up results in an overpayment (i.e., the monthly additional rent paid by LESSEE hereunder exceeds the product of Kilowatt-hours produced by the Solar Panel System multiplied with the applicable price per kWh for the true-up term) LESSOR shall credit the different to the next rent payment. The monthly rent increase of \$730.00 (plus the 2.5% annual increases) shall end upon termination of the Lease.

4. Consent to Use of Electronic Signatures

The parties to this Amendment No. 1 and said Lease Agreement consent to the use of electronic signatures via DocuSign to execute this Amendment No. 1 to said Lease Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Amendment No. 1 hereby authenticate and execute this Amendment No. 1, and any and all Exhibits to this Amendment, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

5. Incorporation of Recitals

The recitals to this Amendment are incorporated by this reference.

6. Miscellaneous

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 Amendment No. 1, the terms and conditions of this Amendment No. 1 shall prevail.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 1 as of the last date opposite the respective signatures below.

LESSEE: County of Monterey, a political subdivision of the State of California

LESSOR: WLKST Partners, LP

By: _____
Debra R. Wilson, PhD

DocuSigned by:
By: Kevin Dougherty
Name: Kevin Dougherty

Title: Contracts/Purchasing Officer

Title: General Partner

Date: _____

Date: 2/14/2024 | 4:06 PM PST

APPROVED AS TO FORM:

Office of the County Counsel
Susan K. Blich, Acting County Counsel

By: Mary Grace Perry
Mary Grace Perry

Title: Deputy County Counsel

Date: 2/15/2024 | 10:22 AM PST

APPROVED AS TO FISCAL PROVISIONS:

Rupa Shah, Auditor-Controller

By: Patricia Ruiz
Name: Patricia Ruiz

Title: Auditor Controller Analyst I

Date: 2/15/2024 | 7:39 AM PST