



RESOLUTION No. 16-512

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A THIRD AMENDMENT TO THE LEASE AGREEMENT WITH 224 MAIN STREET PARTNERS, LLC, FOR NEVADA COUNTY PUBLIC DEFENDER OFFICE SPACE LOCATED AT 224 MAIN STREET, NEVADA CITY, CALIFORNIA AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, the County of Nevada entered into a Lease Agreement with 224 Main Street Partners, LLC, for office space located at 224 Main Street, Nevada City, CA, 95959, on November 1, 2001 through Resolution 01-519 and subsequently amended through Resolutions 06-540 and 11-502 utilizing two of three five-year extensions allowed by the Lease Agreement; and

WHEREAS, the current term of the Lease Agreement expires October 31, 2016; and

WHEREAS, the County's intention to relocate the Public Defender to County owned office space has been delayed until the end of February, 2017, and both parties desire to extend the term of the Lease by four months to allow for the additional time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Third Amendment to the Lease Agreement with 224 Main Street Partners, LLC, for office space located at 224 Main Street, Nevada City, CA, 95959, for the period November 1, 2011 to October 31, 2016 is extended to February 28, 2017 at a rental rate of \$4,900 per month and is hereby approved, and that the Chair of the Board of Supervisors is hereby authorized to execute the Third Amendment on behalf of the County of Nevada.

Funding: 0101-20107-671-1000 - 521800

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 25th day of October, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

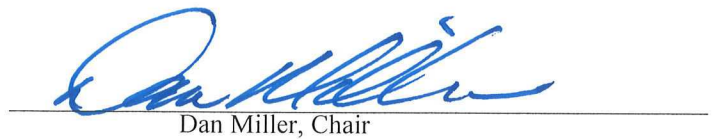
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

10/27/2016 cc: Facilities*
AC*(hold)

11/2/2016 cc: Facilities*
AC*(release)
224MSP, LLC

THIRD AMENDMENT TO AMENDED LEASE AGREEMENT

THIS AMENDMENT is executed this 25th day of October 2016 by and between **224 Main Street Partners, LLC**, (herein "**Lessor**") and the **COUNTY OF NEVADA**, a political subdivision of the State of California (herein "**Lessee**"). Said Amendment will amend the prior agreement between the parties entitled Lease Agreement made and entered into November 1, 2001 and Addendum 1, dated February 14, 2006, and subsequently amended November 7, 2006 to exercise the first option to extend the term of the Lease to October 31, 2011, and subsequently amended November 1, 2011 to exercise the second option to extend the term of the lease to October 31, 2016.

WHEREAS, the current term of the Lease Agreement expires October 31, 2016; and,

WHEREAS, the Lessee's intention to move the Public Defender's Office to new office space has been delayed until the end of February, 2017, and Lessee and Lessor desire to extend the term of the Lease for four (4) months; and,

WHEREAS, this Amendment shall be effective with no lapse in the existing Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Lessee duly exercised its second option to extend the term of the Lease for an additional five (5) year period ending October 31, 2016, pursuant to Section 4 of the Lease Agreement. Lessee has elected not to exercise its option to further extend the Lease pursuant to Section 4 of the Lease, and any rights of Lessee thereunder are extinguished.
2. That the current term of the Lease shall be extended for a period of four months through February 28, 2017, subject to the terms and conditions in the Lease, as amended herein.
3. The monthly rent for the period November 1, 2016 through February 28, 2017 shall be \$4,900 per month. Lessee shall continue to pay or reimburse Landlord for all other expenses provided for under the Lease, including without limitation, real property taxes, insurance, and termite inspection. _____
4. Lessee acknowledges and agrees that Landlord intends to make certain improvements to the Premises prior to expiration of the term of the Lease, including without limitation upgrades to the heating and air conditioning systems. In consideration of the Landlord's agreement to extend the Lease as provided for herein, Lessee agrees to provide reasonable access to Landlord and its representatives and contractors to permit such improvements and enable Landlord to re-let the Premises effective as of March 1, 2017. Such reasonable access must occur during normal business hours and shall not interfere with County operations. In addition, Lessee agrees that Landlord may access the Premises on reasonable notice during normal business for purposes of marketing the Premises for sale or lease to a third party, and may place signs advertising the Premises for sale or Lease on the exterior of the building.
5. Effective as of the date hereof, all right of the Lessee pursuant to Section 5 of the Lease are terminated.
6. The following language is hereby added to Section 6 of the Lease:

In the event that Lessee fails to vacate the premises on or before February 28, 2017, in addition to any other obligations of the Lessee under the Lease during its continuing occupancy after February 28, 2017, the monthly rent shall increase from \$4,900 per month to \$7,450 per month.

7. That in all other respects the prior agreement of the parties as previously amended shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed or cause this instrument to be executed as of this day and year first above written.

LESSOR:

By: Margaret B. Davis
20-4191687
Tax ID:

Approved as to form:
COUNTY COUNSEL

By: JB Green

LESSEE:
COUNTY OF NEVADA

By: Dan Miller
Dan Miller
Chair of the Board of Supervisors

ATTEST:

By: Jane P. [Signature]
Clerk of the Board