REQUEST FOR APPROVAL OF ESTOPPEL CERTIFICATE FOR DEPARTMENT
OF HUMAN SERVICES OFFICE AT 2340 HIGHWAY 58, MOJAVE, CALIFORNIA; S.D. #2
(Fiscal Impact: None)

This is to request that your Board approve the Estoppel Certificate ("Estoppel") for 2340 Highway 58, Mojave, California ("Premises"), where the Kern County Department of Human Services currently leases space. County has occupied the Premises, under one lease agreement and its three amendments, since October 1, 1994. On January 8, 2008, County entered into the third amendment to the original lease agreement. The third, and most recent, amendment, with Barstow Mojave, LLC ("Lessor") is identified as Kern County Agreement 008-2008 ("Agreement") and terminates March 20, 2017.

Lessor has requested the Estoppel to assist in securing permanent financing of their property which includes the Premises. The Estoppel confirms the basic terms and conditions of the Agreement, and sets forth the current status of the Agreement.

The attached Estoppel has been approved as to content by the General Services Division and the Department of Human Services. The Estoppel has been approved as to form by the Office of County Counsel.

The General Services Division has reviewed the requested action in accordance with the California Environmental Quality Act ("CEQA"). It has been determined that the requested action is exempt from further CEQA review pursuant to section 15061 (b)(3) of State CEQA Guidelines as there is no possibility that the action may have a significant effect on the environment.
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Therefore, IT IS RECOMMENDED that your Board 1) make the finding that the action is exempt from further CEQA review per section 15061(b)(3) of the State CEQA Guidelines; 2) approve the Estoppel Certificate; and 3) authorize the Chairman to sign.

Sincerely,

Jeff R. Frapwell
Assistant County Administrative Officer
for General Services

JRF/LDR:ajg
Attachments
cc: County Administrative Office
    Auditor-Controller/County Clerk
    County Counsel
    Department of Human Services
GENERAL SERVICES DIVISION
PROPERTY MANAGEMENT

INFORMATION SHEET
For the Board of Supervisors
September 1, 2015

TYPE OF TRANSACTION:
Estoppel Certificate

PROPERTY DESCRIPTION:
2340 Highway 58, Mojave, California. The property is being used as office space for the Kern County Department of Human Services.

PURPOSE:
To assist the owner of the property in securing permanent financing by confirming the basic terms of the lease.

RENT:
Lease Agreement - $13,118/month

TERMINATION:
March 30, 2017

EARLY TERMINATION:
120-day notice to Lessor

ADDITIONAL COMMENTS:
TENANT ESTOPPEL CERTIFICATE
(East West Bank form: rev. 2/2003)

The undersigned ("Tenant") certifies to East-West Bank ("Lender"), as follows:

1. Attached to this Certificate is a true and complete copy of the lease dated April 26, 1994, between Barstow Mojave, LLC ("Landlord"), and Tenant County of Kern (the "Lease"). The leased space (the "Premises") is located at 2340 Highway 58, Mojave, California and is more particularly described in the Lease. The Lease (as attached) represents the entire agreement between the parties as to the Premises, is now in full force and effect, and has not been amended, modified or supplemented, except as follows: 1st, 2nd, and 3rd Amendments. The Lease does not contain any purchase options or rights of first refusal to purchase the property in which the Premises is located.

2. The term of the Lease commenced on October 1, 1994. Tenant is currently occupying the Premises.

3. The initial term of the Lease expires or expired on March 30, 2017, with 0 renewal option(s) of a period of N/A years each.

4. The amount of fixed monthly rent is currently $13,118.00. Tenant is paying the full rent under the Lease, which rent is not delinquent as of the date of this Certificate. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the Premises, except as provided in the Lease. Tenant agrees not to pay, and has not paid, any rent under the Lease more than thirty (30) days in advance of the due date.

5. The amount of the security deposit (if any) deposited by Tenant is $0.00.

6. There are no defaults on the part of Landlord under the Lease, and there are no events currently existing which would, with the lapse of time or the giving of notice or both, give Tenant the right to cancel or terminate the Lease. Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied, except N/A.

7. There are no actions pending against Tenant or any guarantor of Tenant’s obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or any state.

8. Tenant represents and warrants that is has not used, generated, released, discharged, stored or disposed of any hazardous waste, hazardous substances, toxic waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws.

9. Tenant acknowledges that Lender is making a loan to Landlord for the purpose of financing Landlord’s ownership of the property on which the Premises is located and that Lender is relying upon the representations made in this Certificate in funding such loan.

Date: ________, 2015          Tenant: ______________________________________