

DATE 7/30/07

ATTORNEY: RCS

Contract: #115-L9911

DEPT./INDEX NO. 40200

# CONTRACT ROUTING SHEET

BY: Date Prepared: 7/30/07 LM7

Need Date: 8/5/07

### PROCESSING DEPARTMENT:

Department: General Services

Dept. Contact: Deb Lane

Phone #: 5933

Department: \_\_\_\_\_

Head Signature: 

George Sanders, Deputy Director

### CONTRACTOR:

Name: Richard & Cheryl Anderson

Address: P. O. Box 217

Georgetown, CA 95634

Phone: (530) 333-4460

### CONTRACTING DEPARTMENT: Public Library

Service Requested: Exercise Of Option to Extend Lease Agreement #115-L9911

Contract Term: Oct. 1, 2007 - Sept. 30, 2008 Contract/Amendment Value: \_\_\_\_\_

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 7/31/07 By: 

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
2007 JUL 30 AM 10:14

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 8/1/07 By: 

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT  
07 AUG - 1 PM 4:16

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



# *The County of El Dorado*

*Department of General Services*

*George Sanders, Deputy Director*

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*Location: 3000 Fairlane Court Placerville, CA*

*Mailing: 360 Fair Lane, Placerville, CA 95667*

*Phone (530) 621-5933 Fax (530) 621-1681*

July 23, 2007

Richard F. & Cheryl L. Anderson  
P.O. Box 217  
Georgetown, CA 95634

Re: Exercise of Option to Extend Lease Agreement #115-L9911  
Georgetown Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the third option to extend the lease for the Georgetown Library located at 6680 Orleans Street in Georgetown for an additional one (1) year term, commencing on October 1, 2007 and ending on September 30, 2008. The lease payment shall be \$955.09 per month. Therefore, please consider this letter as the County's official notification to you of the exercise of said option.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

Debra Lane, Lease Administrator  
Real Property Planning & Administration



## *The County of El Dorado*

*Department of General Services*

*Joanne M. Narloch, Director*

*Real Property Planning & Administration*

*Phone (530) 621-5933 Fax (530) 295-2538*

October 3, 2006

Richard F. & Cheryl L. Anderson  
P.O. Box 217  
Georgetown, CA 95634

Re: Exercise of Option to Extend Lease Agreement #115-L9911  
Georgetown Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the second option to extend the lease for the Georgetown Library located at 6680 Orleans Street in Georgetown for an additional one (1) year period commencing on October 1, 2006 and ending on September 30, 2007. The lease payment shall be \$900.00 per month. Therefore, please consider this letter as the County's official notification to you of the said option.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

Debra Lane, Lease Administrator  
Real Property Planning & Administration



# *The County of El Dorado*

*Department of General Services*

*Joanne M. Narloch, Director*

*Location: 345 Fair Lane, Placerville, CA*

*Mailing: 360 Fair Lane, Placerville, CA 95667*

*Phone (530) 621-5933 Fax (530) 295-2538*

August 10, 2006

Richard F. & Cheryl L. Anderson  
P.O. Box 217  
Georgetown, CA 95634

RE: Exercise of Option to Extend Lease Agreement #115-L9911

Dear Lessor:

In accordance with the terms for the referenced agreement, General Services Department wishes to extend the subject Lease Agreement #115-L9911 for an additional one year commencing on October 1, 2006 and ending on September 30, 2007. Formal approval of the lease extension will be scheduled to go to the Board of Supervisors. Once the Board of Supervisors approves the extension, this office will notify you.

If you are in agreement, please confirm by signing this letter and faxing back to (530) 295-2538 to this office at your earliest convenience. Also please fax a current copy of your Certificate of Insurance.

If you have any questions please contact Debra Lane at (530) 621-5933.

Sincerely,

Richard Collier, Support Services Manager  
Real Property Planning & Administration

Lessor's Concurrence:

Signed: \_\_\_\_\_

Dated: 8/15/06



*The County of El Dorado*  
*Department of General Services*  
*Keith C. Leech, Director*

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*Location: 345 Fair Lane, Placerville, CA*  
*Mailing: 360 Fair Lane, Placerville, CA 95667*  
*Phone (530) 621-5847 Fax (530) 295-2538*

October 4, 2005

Richard F. & Cheryl L. Anderson  
P.O. Box 217  
Georgetown, CA 95634

Re: Exercise of Option to Extend Lease Agreement #115-L9911  
Georgetown Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the lease for the Georgetown Library located at 6680 Orleans Street in Georgetown for an additional one (1) year term, commencing on October 1, 2005 and ending on September 30, 2006. The lease payment shall be \$900.00 per month. Therefore, please consider this letter as the County's official notification to you of the exercise of said option.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

Debra Lane, Lease Administrator  
Real Property Planning & Administration

**ORIGINAL**  
**COUNTY OF EL DORADO**

**AMENDMENT # I TO LEASE AGREEMENT #115-L9911**

**THIS AMENDMENT # I** to Lease Agreement #115-L9911, dated October 1, 1998 (the "Lease"), by and between **RICHARD F. ANDERSON AND CHERYL L. ANDERSON**, as individuals, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee", is hereby amended as follows:

**WHEREAS**, on October 1, 1998, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California and **RICHARD F. ANDERSON AND CHERYL L. ANDERSON**, for that certain real property know as: **6680 Orleans Street, Georgetown, CA 95634** (Premises);

**WHEREAS**, the Lessor and Lessee desire to amend said Lease Agreement to increase the size of leased Premises and Term of said agreement.

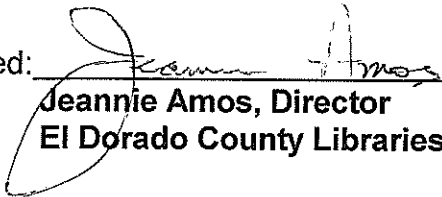
**NOW THEREFORE**, it is mutually agreed as follows:

1. Paragraph 1, PREMISES, is hereby amended to add an additional 432 sq. ft. of office space to the existing 1,200 sq. ft. of office space at no additional charge per month. Said Premises shall hereafter consist of approximately 1,632 square feet.
2. Paragraph 2, TERM, is hereby amended to extend the initial term of said lease until September 30, 2005, subject, however, to earlier termination as, hereinafter more particularly provided in Paragraph 20.
3. Paragraph 4, OPTION FOR ADDITIONAL TERMS, is hereby amended to provide for three (3) one (1) year additional periods after the termination date of September 30, 2005.

Except as herein amended, all other terms of said Lease Agreement shall remain unchanged and in full force and effect.

**DEPARTMENT CONCURRENCE:**

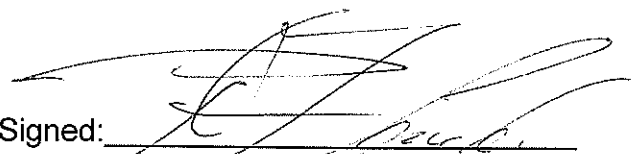
Dated: 3/10/03

Signed:   
Jeannie Amos, Director  
El Dorado County Libraries

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR:**

Dated: 3/27/03

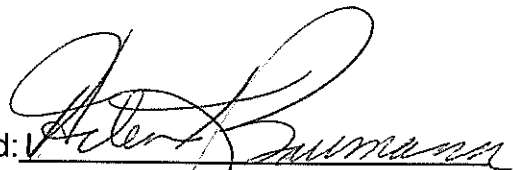
Signed:   
Richard F. Anderson

Dated: 3/27/03

Signed:   
Cheryl L. Anderson

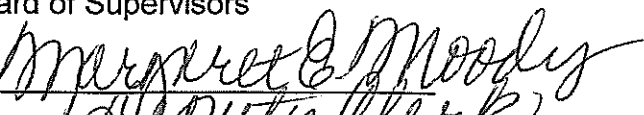
**LESSEE:**

Dated: April 29, 2003

Signed:   
Helen K. Baumann, Chairman  
Board of Supervisors

**ATTEST:**

Dixie L. Foote, Clerk of the  
Board of Supervisors

By:   
Deputy Clerk

Dated: April 29, 2003

ORIGINAL

LEASE #115-L9911

GEORGETOWN LIBRARY

THIS LEASE is made by and between RICHARD F. ANDERSON AND CHERYL L. ANDERSON, as individuals, hereinafter referred to as "Lessor", and the COUNTY OF EL DORADO a political subdivision of the State of California, hereinafter called "Lessee".

1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

1200 square feet of office space  
6680 Orleans St.  
Georgetown, CA 95634

2. TERM

The term of this Lease shall be for five (5) years commencing on October 1, 1998 and ending on September 30, 2003 subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of Nine Hundred and no/100ths dollars (\$900.00) per month for the period of October 1, 1998 to September 30, 2003 payable on the first day of each and every month commencing October 1, 1998. Rent shall be paid to: Richard and Cheryl Anderson at P.O. Box 217, Georgetown, CA 95634.

4. OPTION FOR ADDITIONAL TERMS

Lessee shall have the option to lease the subject Premises for three (3) one (1) year additional periods after the termination date of September 30, 2003. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration of the first five (5)



year term and each additional one (1) year term thereafter should Lessee exercise said option.

The lease payment for the additional terms shall be adjusted at the commencement of the first option (and thereafter on each anniversary year) at a rate of two percent (2%)

**5. USE OF PREMISES**

The Premises are leased to the County of El Dorado for the purpose of conducting business and activities permitted by law including any government operations or uses related thereto.

**6. PROHIBITED USE**

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- (a) increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) obstruct or interfere with the rights of other tenants or occupants of the building or injures or annoy them; and
- (d) constitute commission of a waste on the Premises.

**7. INSURANCE**

The Lessee is self-insured and shall provide a letter of self-insurance if requested to do so by Lessor at any time during the term of this Lease. At all times after the execution of this Lease, Lessor shall carry commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**8. ALTERATIONS**

Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. Any and all alterations, with the exception of relocatable walls, additions, or permanent improvements made to the Premises shall on expiration or sooner termination of this Lease, become the property of Lessor and remain on the Premises.

**9. MAINTENANCE AND REPAIRS**

Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, the Premises, in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease surrender the Premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

**10. ADA MODIFICATIONS**

Lessor agrees at its sole cost and expense to make changes necessary to bring the subject premises up to the accessibility standards of the Americans with Disabilities Act (ADA).

**11. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's agent, representative, or employees to enter the

Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease.

**12. SERVICES FURNISHED BY LESSOR**

Lessor shall pay all real property taxes on the Premises. Lessor shall, at Lessor's own cost and expense, maintain the exterior walls, exterior windows, automobile parking areas, exterior lighting, sidewalks, retaining walls, ramps, plumbing, electrical, heating and air conditioning, landscaped areas, air-conditioning and heating equipment and ductwork, and roof and structural supports of the building of which the Premises are a part, in good order and repair, excepting any repairs caused by the negligent or willful act of Lessee or Lessee's agents or servants.

**13. UTILITIES**

(a) Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.

(b) Gas and/or electric utilities shall be obtained and paid by Lessee.

(c) Janitorial services including the cleaning of windows and replacement of light globes or fluorescent tubes shall be paid by Lessee.

(d) Garbage removal shall be provided and paid for by Lessor.

(e) Lessee shall obtain and pay for telephone service.

**14. AIR CONDITIONING AND HEATING**

Lessor has provided, and shall maintain, or cause to be maintained, in the building of which the Premises are a part, an air conditioning and heating system.

**15. DESTRUCTION OF PREMISES**

Should said premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this lease shall be abated for the time and to the extent Lessee is prevented from occupying the Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed 25 percent of the full replacement cost of the Premises, Lessee may choose, in lieu of Lessor making the repairs required by this paragraph to terminate this Lease by giving Lessor ten (10) days' written notice of such termination.

**16. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Lease:

(a) Either Lessor or Lessee may terminate this Lease by giving the other thirty (30) days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

(b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.

(c) Should any portion of the building containing the Premises other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease.

**17. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

**18. RULES AND REGULATIONS**

Lessee shall fully and faithfully comply with and observe the rules and regulations for the building of which the Premises are a part. Lessor shall communicate in writing and give notice to Lessee of said rules and regulations.

**19. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

(a) Any rent be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;

(b) Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or

(c) Lessee breach this Lease and abandon the Premises prior to the expiration of the term of this Lease.

**20. NON-APPROPRIATION**

Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state and federal funds by Lessee. Lessee may terminate this Lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold

of these Premises. If the termination for lack of funding provision of this paragraph is utilized by the Lessee, Lessee agrees not to lease other space for the non-funded function for the remainder of the then-current fiscal year.

## 21. NOTICES

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor:	Richard F. Anderson and Cheryl L. Anderson P.O. Box 217 Georgetown, CA 95634
Telephone:	(530) 333-4460
Lessee:	County Of El Dorado General Services Department 360 Fair Lane Placerville, California 95667
Attention:	Director of General Services
Telephone:	(530) 621-5846

Either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

## 22. BENDING ON HEIRS AND SUCCESSORS

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

**23. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Lease.

**24. WAIVER**

The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

**25. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**26. SEVERABILITY**

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**27. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**28. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the

party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**29. LEASE ADMINISTRATION**

The County officer or employee with responsibility for administering this Lease is the Director of General Services, or successor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**LESSEE: COUNTY OF EL DORADO**

Dated: November 10, 1998

Signed: John E. Upton  
JOHN E. UPTON, Chairman of the Board  
11/10/98

**LESSOR: RICHARD F. AND CHERYL L. ANDERSON**

Dated: 10/1/98

Signed: [Signature]

Dated: 10/1/98

Signed: [Signature]

**ATTEST:**  
DIXIE L. FOOTE, Clerk of the Board of Supervisors

BY: Margaret B. Moody  
Deputy Clerk  
Dated: November 10, 1998