



# COUNTY OF EL DORADO

## General Services Department

### Real Property Planning & Administration

(530) 621-5933 FAX (530) 295-2538

**George W. Sanders, Interim Director**

Mailing Address: 360 Fair Lane  
Physical Address: 345 Fair Lane, Placerville, CA 95667  
(530) 621-5846 FAX (530) 295-2538

April 26, 2005

Pioneer Plaza Ltd.  
c/o Richard Dixon, CPA  
P.O. Box 2079  
Pollock Pines, CA 95726

Re: Exercise of Option to Extend Lease Agreement #196-L9611  
344 Placerville Drive, Suites 12,13,14,15,16,17,18 & 20, Placerville, CA

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the second option to extend the lease for El Dorado County Mental Health Department located at 344 Placerville Drive, Suites 12, 13,14,15,16,17,18, & 20, Placerville for an additional two (2) years, commencing on June 1, 2005 and ending on May 31, 2007. The lease payment shall be \$7,822.90 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*  
Debra Lane, Lease Administrator  
Real Property Planning & Administration



# COUNTY OF EL DORADO

## General Services Department

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### Real Property Planning & Administration

Patricia Booth, Manager  
9530) 621-6543 FAX (530) 295-2538

Craven Alcott, Director

Mailing Address: 360 Fair Lane  
Physical Address: 345 Fair Lane, Placerville, CA 95667  
(530) 621-5846 FAX (530) 295-2538

March 21,2003

Pioneer Plaza Ltd.  
c/o Richard Dixon, CPA  
P.O. Box 2079  
Pollock Pines, CA 95726

Re: Exercise of Option to Extend Lease Agreement #196-L9611  
344 Placerville Drive, Suites 12 - 20, Placerville, CA

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the lease for El Dorado County Mental Health Department located at 344 Placerville Drive, Suites 12 - 20, Placerville for an additional two (2) years, commencing on June 1, 2003 and ending on May 31, 2005. The lease payment shall be \$7,519.12 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 Debbie Lane at (530) 621-5933.

Sincerely,

Patricia Booth, Manager  
Real Property Planning & Administration

**ORIGINAL**

**AMENDMENT #1 TO LEASE # 196-L9611**

THIS AMENDMENT to Lease # 196-L9611, dated February 1, 1996 (the "Lease"), by and between PIONEER PLAZA, A LIMITED PARTNERSHIP, hereinafter referred to as "Lessor", and the COUNTY OF EL DORADO, a political subdivision of the State of California, hereinafter called "Lessee", is hereby amended to increase the total size of space covered by this Lease. Therefore, the Lease is hereby amended as follows;

1. Paragraph 1 PREMISES, is hereby amended to read as follows:

Total of 7,567 square feet  
344 Placerville Drive  
Suites 12, 13, 14, 15, 16, 17, 18 & 20  
Placerville, CA 95667

2. Paragraph 2 TERM, shall be for a period of five (5) years commencing on June 1, 1998, and ending on May 31, 2003, subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 21.

3. Paragraph 3 PAYMENT, is hereby amended to read as follows:

Lessee agrees to pay Lessor as base rent, the sum of ninety (\$0.90) cents per square foot per month; commencing June 1, 1998, and ending May 31, 2003, payable on the first day of each and every month. Rent shall be paid to Pioneer Plaza, Ltd., c/o Richard Dixon, CPA, at P.O. Box 2079, Pollock Pines, CA 95672.

4. Paragraph 4 OPTION FOR ADDITIONAL TERMS, is hereby amended to read as follows:

Lessee shall have the option to renew this Lease for three (3) additional two (2) year terms after the termination of this Lease on May 31, 2003. Such option to renew shall be exercised by giving of written notice to the Lessor at least sixty (60) days

prior to the expiration of the first five (5) year term, and each additional two (2) year term thereafter, should Lessee exercise said options. The base monthly rent shall be adjusted on June 1, 1999, and annually thereafter, in an amount equal to two percent (2%) of said base monthly rent amount.

5. Except as amended herein, each and every term of the Lease shall remain in full force and effect.

LESSOR: PIONEER PLAZA, LTD.

Dated: 3-23-98

Signed: John Wayland  
JOHN WAYLAND

Dated: 3-23-98

Signed: Arnold Borgfeldt  
ARNOLD BORGFELDT

Dated: 3-23-98

Signed: David W. Samson  
DAVID SAMSON

LESSEE: COUNTY OF EL DORADO

Dated: April 21, 1998

Signed: John E. Upton  
JOHN E. UPTON, Chairman  
Board of Supervisors

ATTEST:

DIXIE L. FOOTE, Clerk of the  
Board of Supervisors

By Margaret E. Moody  
Deputy Clerk

Dated: April 21, 1998

ORIGINAL

Copy

LEASE

#196-L9611

Mental Health Department

THIS LEASE is made by and between PIONEER PLAZA, A LIMITED PARTNERSHIP, 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: 6,487 square feet  
344 Placerville Drive  
Suites 13, 14, 15, 16, 17, 18, 20  
Placerville, CA 95667

2. TERM

The term of this Lease shall be for five (5) years commencing on February 1, 1996 and ending on January 31, 2001 subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 21.

3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of \$0.85/sq.ft. per month; Five Thousand Five Hundred Fourteen and no/100ths dollars (\$5,514.00) per month for the period of February 1, 1996 to January 31, 2001, payable on the first day of each and every month commencing on February 1, 1996. Rent shall be paid to Pioneer Plaza, Ltd., c/o Richard Dixon, CPA, at P.O. Box 2079, Pollock Pines, CA 95672.

4. OPTION FOR ADDITIONAL TERMS

Lessee shall have the option to lease the subject premises for three (3) two (2) year additional periods after the termination date of January 31, 2001. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration of the first five (5) year term and each additional two (2) year term thereafter should Lessee exercise said option. The base monthly rent amount shall be adjusted on February 1, 1997, and annually thereafter, in an amount equal to two (2%) percent of said base monthly rent amount.

5. HOLD OVER

Any holding over after the expiration of this Lease shall be construed as a month-to-month tenancy at the monthly rental amount then in effect. In the event the Lessor wishes to terminate said month to month tenancy, Lessor shall provide Lessee written notice at least ninety (90) days prior to said termination.

6. 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.

7. 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.

8. **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 general comprehensive liability insurance covering damages for personal injury and the leased Premises in forms, amounts and with companies and with endorsements satisfactory to rebuild or repair the Premises in the event of damage or destruction by fire or other causes.

9. **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.

10. **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.

11. 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).

12. 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.

13. SERVICES FURNISHED BY LESSOR

(a) 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.

(b) Within thirty (30) days following the end of each calendar quarter, Lessor shall furnish Lessee with a statement covering the calendar quarter just expired setting forth in reasonable detail the total expenses for the common area for the previous three (3) calendar months. Lessee shall pay to Lessor, within ten (10) days after receipt of such statement, Lessee's prorata share of such expenses. Lessee's prorata share of such

common area expenses shall be that proportion of such expenses which the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area of all spaces in the center, but in no case shall exceed 10% of the base rent per month.

14. 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 services.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: Pioneer Plaza Ltd.  
c/o Richard Dixon, CPA  
P.O. Box 2079  
Pollock Pines, CA 95726  
Telephone: 644-2055 or 456-4364

Lessee: County of El Dorado  
General Services Department  
360 Fair Lane  
Placerville, California 95667  
Telephone: (916) 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.

23. BINDING 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.

24. TIME OF ESSENCE

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

25. 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.

26. 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.

27. **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.

28. **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.

29. **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.

30. **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.

LESSOR:

PIONEER PLAZA, LTD.

Dated: 2-8-96

Signed: John Wayne Gandy

Dated: 2-8-96

Signed: David W. Saverton

LESSEE:

COUNTY OF EL DORADO

Dated: February 6, 1996

Signed: Raymond J. Nutting

Raymond J. Nutting, Chairman  
Board of Supervisors

ATTEST:

DIXIE L. FOOTE, Clerk of the  
Board of Supervisors

BY: Margaret E. Moody  
Deputy Clerk  
2/6/96