

COUNTY OF EL DORADO

LEASE #219-L1611

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**THIS LEASE** is made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "Lessee") and **RAYMOND C. PRESGRAVE AND PATRICIA JANE PRESGRAVE TRUSTEES OF THE RAYMOND C. AND PATRICIA JANE PRESGRAVE FAMILY TRUST OF 1995** (hereinafter referred to as "Lessor").

**IT IS AGREED** between the parties hereto as follows:

**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 property located at 630 Main Street, Placerville, California 95667 (APN #004-011-45-100) (hereinafter referred to as "Premises").

The Premises consist of 5,340 square feet of improved office space together with the use of the common parking areas of the building.

**2. TERM**

This Lease shall become effective when fully executed by the parties hereto and shall cover the period of January 1, 2016 through December 31, 2016, subject however, to earlier termination as hereinafter provided in Paragraph 19.

**3. PAYMENT**

Lessee agrees to pay Lessor as rent the sum of **Five Thousand, Three Hundred Forty Dollars (\$5,340.00)** per month, payable on the first day of each month. Payments shall be made to the order of Raymond C. Presgrave and Patricia J. Presgrave at the address provided in Paragraph 21, NOTICES hereof, or to such other persons or place as Lessor may from time to time designate in writing. Lessor shall notify Lessee in writing of such designation in accordance with Paragraph 21. Said notice shall become part of this lease as an addendum upon acknowledgement in writing by the County Lease Administrator, and no further amendment of the Lease shall be necessary provided the designation does not conflict with any other provisions of this Lease.

**4. USE OF PREMISES**

The Premises are leased to the Lessee for the purpose of conducting business and activities permitted by law, including any government operations or uses related thereto. These lease

terms shall be binding on and shall inure to the benefit of the successors and assignees of both parties.

**5. 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 rates or cause cancelation of 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
- (d) Constitute commission of a waste on the Premises.

**6. INSURANCE**

Lessor shall provide proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to Lessee's Risk Manager and documentation evidencing that Lessor maintains insurance that meets the following requirements:

- (a) Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- (b) Workers' Compensation and Employers' Liability Insurance covering all employees of Lessor as required by law in the State of California.
- (c) Property insurance on real property covered by this Lease under a standard "all Risk" policy." The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.
- (d) The certificate of insurance must include a provision stating that insurer will not cancel insured's coverage without thirty (30) days written notice to Lessee.
- (e) Lessor shall maintain the required insurance in effect at all times during the Term of this Lease. In the event said insurance expires at any time during the Term, Lessor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Lease, or for a period not less than one (1) year. New certificates of insurance are subject to the approval of the Lessee. If Lessor fails to maintain in effect at all times the insurance coverage specified herein, Lessee may, in addition to any other remedies it may have, terminate this Lease.

- (f) Lessee shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that Lessee is named additional insured shall be made by providing Lessee's Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Lessor's insurance policy naming Lessee as additional insured.

**7. INDEMNIFICATION**

Lessee shall defend, indemnify and hold Lessor harmless from and against any and all losses, damages, claims, suits, liability, costs, including reasonable attorney's fees, for any damage to property or injury to any person occurring in, on, or about the Premises or any part thereof, caused by, arising out of, or in connection with the performance under this Lease by Lessee, its officers and employees, except to the extent such damage or injury is caused in whole or in part by the negligence or willful misconduct of Lessor, its employees, agents or contractor.

Lessor shall defend, indemnify and hold Lessee harmless from and against any and all losses, damages, claims, suits, costs, and liability for damages of every name, kind and description, including reasonable attorney's fees, incurred, brought for, or on account of any damages to property or injuries to or death of any person, or any economic or consequential losses which are claimed to or in any way caused by, arise out of, or are connected with the operations, acts, omissions, or performance under this Lease by Lessor, its employees, agents or contractors, except to the extent such damage or injury is caused by the sole or active negligence of Lessee, its officers and employees.

**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 previously approved relocatable walls and other alterations readily removable without significant damage to the building Premises, interior or exterior 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. Lessor shall maintain and be responsible for the repair of the structural and exterior elements, mechanical (heating and air conditioners, etc.) equipment, electrical equipment, plumbing equipment, parking area

and facilities and other elements of the building which are an integral part of the building structure and serve the building as a whole. If Lessor fails to repair or maintain, Lessee's obligation to pay rent shall abate proportionately during any period in which Lessee's access to, or use of, all or any portion of the Premises is impaired that Lessee cannot and actually does not use all or such portion of the Premises for a period in excess of five (5) consecutive days.

**10. ADA MODIFICATIONS**

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

Pursuant to Civil Code Section 1938, the Premises has not undergone inspection by a Certified Access Specialist (CAsp).

**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 this Lease.

**12. SERVICES FURNISHED BY LESSOR**

Lessor is responsible for the payment of all local, state and federal taxes associated with or attributable to the property subject to this Lease Agreement, the operation of this Lease and the income flowing to Lessor through this Lease Agreement. 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 equipment and ductwork, landscaped areas, 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. In the event the services to be furnished by Lessor, including the utilities specified below in Section 13, are discontinued due to Lessor's failure to pay, Lessee shall have the option to assume payment for such services and utilities in which event lessee will be entitled to a rent credit equal to the amount thus paid by Lessee, plus 5% annual interest, which shall be applied against the rent due under the Lease until the obligation is fully satisfied.

**13. UTILITIES**

- (a) Water and sewer service utilities suitable for the intended use of the Premises shall be provided and paid by Lessor.
- (b) Gas and/or electric services for the Premises shall be 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.
- (f) Ice and snow removal shall be provided and paid by Lessee.

**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 for the comfortable occupancy of the Premises for general office purposes (permissible temperature not to exceed 78 degrees Fahrenheit in the summer or less than 68 degrees Fahrenheit in winter). Should either system breakdown and the Lessor does not repair the system within forty-eight (48) hours of Lessee notifying Lessor of system breakdown, Lessee will have the system repaired and will deduct the cost of repairs from the next rental payment.

**15. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are part, be damaged or destroyed by any cause not the fault of the 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 exceeded twenty-five percent (25%) 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 written notice thirty (30) days prior to 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, provided said consent by Lessor shall not be unreasonable withheld.

**18. 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 of 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 breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

**19. NON-APPROPRIATION**

- (a) Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state, federal and other funds by Lessee. Lessee may terminate this lease upon sixty (60) days written notice to Lessor if funding is reduced, eliminated or made unavailable.
- (b) Lessee shall have the right to terminate this Lease for any reason or no reason upon sixty (60) days written notice.

**20. LESSOR'S LIABILITY**

In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such a transfer will be substituted as Lessor under this Agreement, provided that all deposits are transferred to the grantee. Lessor shall be released from all future liability under this Lease agreement, but shall not be released from the obligation to indemnify Lessee under paragraph 7 above for acts or omissions occurring prior the transfer unless so released by Lessee in writing.

**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: Raymond C and Patricia J. Presgrave  
3901 Newton Road  
Placerville, CA 95667

Telephone: (530) 626-3544

Lessee: County of El Dorado  
Facilities Management Division  
3000 Fairlane Court, Suite One  
Placerville, CA 95667

Attn: Russ Fackrell, Facilities Manager  
Telephone: (530) 621-7596

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. 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 hereto.

**23. TIME OF ESSENCE**

Time is expressly declared to be of 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. 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.

**27. SEVERABILITY**

If any provision, clause or part of this Lease Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Lease 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 Lease 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 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**

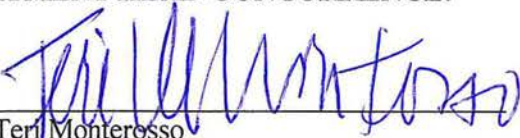
The County officer or employee with responsibility for administering this Lease is Russ Fackrell, Facilities Manager, or successor.

**CONTRACT ADMINISTRATOR:**

By:   
Russell Fackrell  
Facilities Manager, Chief Administrative Office

Dated: 10/27/15

**DEPARTMENT HEAD CONCURRENCE:**

By:   
Teri Monterosso  
Chief Public Defender

Dated: 11/4/15



IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the dates indicated below.


-- LESSEE: COUNTY OF EL DORADO --

By:  Dated: 12/8/15  
Brian K. Veerkamp, Chair  
Board of Supervisors

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 12/8/15  
Deputy Clerk

-- LESSOR: RAYMOND C. PRESGRAVE AND PATRICIA JANE  
PRESGRAVE TRUSTEES OF THE RAYMOND C. AND PATRICIA  
JANE PRESGRAVE FAMILY TRUST OF 1995 --

By:  Dated: 10/22/15  
Raymond C. Presgrave, Trustee

By:  Dated: 10/22/15  
Patricia Jane Presgrave, Trustee

