



The County of El Dorado
Department of General Services
George Sanders, Deputy Director

Location: 345 Fair Lane, Placerville, CA
Mailing: 360 Fair Lane, Placerville, CA 95667
Phone (530) 621-5847 Fax (530) 621-1681

August 17, 2007

The Caso Trust
Lawrence Caso
P.O. Box 1018
Placerville, CA 95667

Re: Exercise of Option to Extend Lease Agreement #139-L0111
Law Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the third option to extend the lease for the El Dorado County Law Library located at 550 Main Street, Suite A, in Placerville for an additional one (1) year term, commencing on October 1, 2007 and ending on September 30, 2008. The lease payment shall be \$1,207.81 per month plus the annual increase on October 1, 2007. 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

George Sanders, Deputy Director

Real Property Planning & Administration

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

July 17, 2007

Lawrence & Dianne Caso
P.O. Box 1018
Placerville, CA 95667

Re: Lease Agreement - 139-L0111
550 Main Street, Suites A & E, Placerville

Dear Lessor:

ONLY

On June 27, 2007 we met to discuss the current rent situation. I have informed the Library Director of your recent request to amend the current lease. In accordance with the terms of the referenced agreement #139-L0111, the County has the right to exercise the last option of this agreement.

Due to recent budget reductions, the Library is not in the position to pay double the rent amount. The general fund allocation does not allow for the additional \$14,000 increase.

At this time, I am providing your office with the sixty (60) day written notification. The Law Library would like to exercise the last option for one (1) additional one (1) year term commencing October 1, 2007 and ending on September 30, 2008. The lease payments shall be \$1,207.81 plus the annual CPI increase on October 1, 2007, which will not be known until December 2007.

The County would like to address the issues you have purposed, when the lease expires and before the preparation of the 2008/2009 budget.

If you concur with the above, please sign below and fax back to me at (530) 621-1681.

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

Thank you,

Debra Lane, Lease Administrator
General Services Department

Lessor's Concurrence:

Signed By:

Dated:

8/16/07

360 Fair Lane Placerville, CA 95667



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) 621-5847 Fax (530) 295-2538

October 3, 2006

The Caso Trust
Lawrence Caso
P.O. Box 1018
Placerville, CA 95667

Re: Exercise of Option to Extend Lease Agreement #139-L0111
Law Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the second option to extend the lease for the El Dorado County Law Library located at 550 Main Street, Suite A, in Placerville for an additional one (1) year term, commencing on October 1, 2006 and ending on September 30, 2007. The lease payment shall be \$1,178.35 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. Nalneh, Director

Location: 345 Fair Lane, Placerville, CA

Mailing: 360 Fair Lane, Placerville, CA 95667

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

September 13, 2006

The Caso Trust
Lawrence Caso
P.O. Box 1018
Placerville, CA 95667

RE: Exercise of Option to Extend Lease Agreement #139-L0111

Dear Lessor:

In accordance with the terms for the referenced agreement, General Services Department wishes to extend the subject Lease Agreement #139-L0111 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 me at (530) 621-5933.

Sincerely,

Debra Lane, Lease Administrator
Real Property Planning & Administration

Lessor's Concurrence:

Signed: Dated: 09-28-06



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

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

October 18, 2005

The Caso Trust
Lawrence Caso
P.O. Box 1018
Placerville, CA 95667

Re: Exercise of Option to Extend Lease Agreement #139-L0111
Law Library

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the lease for the El Dorado County Law Library located at 550 Main Street, Suite A, in Placerville for an additional one (1) year term, commencing on October 1, 2005 and ending on September 30, 2006. The lease payment shall be \$1,146.25 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



**LEASE #139-L0111
COUNTY OF EL DORADO
LAW LIBRARY**

THIS LEASE is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", and **THE CASO TRUST**, herein after referred to as "Lessor".

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:

1,667 Square Feet
550 Main Street, Suite A
Placerville, CA 95667

The Premises consists of 1,667 square feet of improved office space together with the use of the restrooms, courtyard and common parking areas with the tenants of the building.

2. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of One Thousand Fifty and no/100ths Dollars (\$1,050.00) per month for the period of **October 1, 2000** to **September 30, 2005**, payable on the first day of each and every month commencing **October 1, 2000**, and each and every month thereafter. Rent shall be paid to the order of: **THE CASO TRUST** at P.O. Box 1018, Placerville, CA 95667, attention: Lawrence Caso.

Said monthly rent amount shall be adjusted at the commencement of the second year (and thereafter on each anniversary year) at a rate equal to the Consumer Price Index for all Urban Consumer (CPI) San Francisco-Oakland-San Jose Index.

3. TERM

The term of this Lease shall be for five (5) years commencing on or about October

1, 2000 and ending on September 30, 2005 subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

4. OPTION FOR ADDITIONAL TERMS

Lessee shall have the option to lease the subject Premises for three (3) additional one (1) year terms after the initial lease expiration date of September 30, 2005.

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 elect to exercise said option (s).

Additionally, Lessee shall have the "first right of refusal" for any additional space or spaces that may become available at said facility location during the entire term of this agreement. Lessor agrees to provide Lessee with a sixty (60) day period during which time the Lessee may express its interest in leasing said available space or spaces.

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 injure or annoy them; and
- (d) constitute commission of a waste on the Premises.

7. INSURANCE

LESSOR shall provide proof of a policy of insurance satisfactory to the El Dorado County 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.
- B. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- C. LESSOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- D. The insurance shall be issued by an insurance company acceptable to El Dorado County Risk Management or be provided through partial or total self-insurance likewise acceptable to El Dorado County Risk Management.
- E. LESSOR agrees that the insurance required above shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, 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 of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Manager and LESSOR agrees that the Lease shall not commence prior to the giving of such approval. In the event the LESSOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.

- F. The certificate of insurance must include a provision stating that the insurer will not cancel the insured's coverage without 30 day prior written notice to the COUNTY.
- G. Any deductibles or self-insured retention must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the COUNTY, its officers, officials and employees; or LESSOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- I. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.
- J. LESSOR's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.

- K. In the event LESSOR cannot provide an occurrence policy, LESSOR shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- L. The Certificate of Insurance shall meet additional standards as may be determined by the contracting County department, either independently or in consultation with the COUNTY's Risk Manager, as essential for protection of the COUNTY.

PROPERTY INSURANCE

1. LESSOR shall provide property insurance on all real property owned by LESSOR covered by this Lease under a standard "all risk" policy. The policy shall insure for not less than ninety (90)) percent of the replacement value of the property.

8. INDEMNIFICATION/HOLD HARMLESS

LESSOR (OWNER) shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from and against any claims, damages, costs, expenses (including reasonable attorney's fees) or liabilities against or from the acts or omissions of LESSOR (OWNER) or its officers, agents, employees, contractors or subcontractors, to the extent not covered by the insurance as provided for in paragraph 7 above. The provisions of this section shall survive the termination of this lease for any event occurring prior to the termination.

9. ALTERATIONS

A. 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.

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

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, 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.

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 service.

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. 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. 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 be transferred to the grantee. Lessor shall be released from all future liability under this agreement, but shall not be released from the obligation to indemnify Lessee under paragraph 8 above for acts or omissions occurring prior to the transfer unless so released by Lessee in writing.

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: THE CASO TRUST
 c/o Lawrence Caso
 P.O. Box 1018
 Placerville, CA 95667

Telephone: (530) 626-8651
FAX: (530) 295-2538

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.

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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

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.

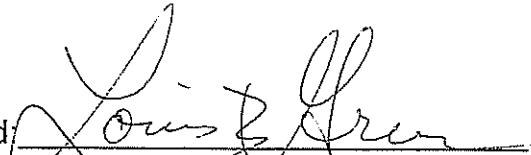
30. LEASE ADMINISTRATION

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

DEPARTMENT CONCURRENCE:

Dated: 8/29/00

Signed: _____


Lou Green, Trustee

El Dorado County Law Library Board

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

LESSORS: THE CASO TRUST

Dated: _____

Signed: _____

Lawrence Caso, Trustee

LESSEE: COUNTY OF EL DORADO

Dated: _____

Signed: _____

William S. Bradley, Chairman
Board of Supervisors

ATTEST:

DIXIE L. FOOTE, Clerk of the
Board of Supervisors

BY: _____

Dated _____

DEPARTMENT CONCURRENCE:

Dated: _____

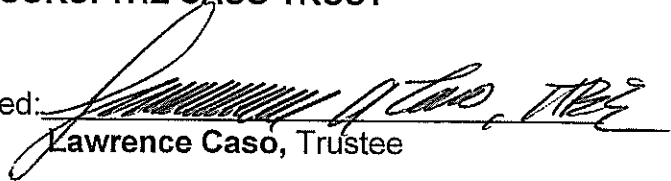
Signed: _____

Lou Green, Trustee
El Dorado County Law Library Board

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

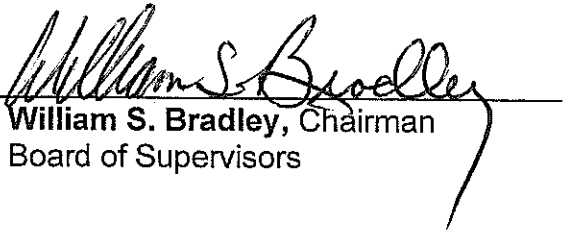
LESSORS: THE CASO TRUST

Dated: 9/29/00

Signed: 
Lawrence Caso, Trustee

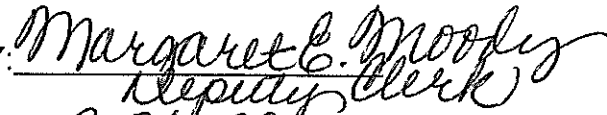
LESSEE: COUNTY OF EL DORADO

Dated: 9-26-2000

Signed: 
William S. Bradley, Chairman
Board of Supervisors

ATTEST:

DIXIE L. FOOTE, Clerk of the
Board of Supervisors

BY: 
Reputy Clerk

Dated 9-26-2000