



The County of El Dorado

Chief Administrative Office
Don Ashton, Chief Administrative Officer

Facilities Division
Phone (530)621-5890 Fax (530)295-2524

October 2, 2018

Fausel Professional Center
Mr. David Irons
5160 Turkey Track Road
Placerville, CA 95667

Re: 778 Pacific Street, Placerville, CA: Lease #171-L1811
Right of First Refusal – Fausel Historic House.

Dear David,

The County of El Dorado (County) received a copy of your bona-fide offer letter from Cushman & Wakefield on behalf of Edward Jones to lease the Historic Fausel House last Thursday, September 27th. Section 6.2 of the lease between the County and Fausel Professional Center (Lessor) outlines the Lessor's obligation to provide the County with the Right of First Refusal in the event Lessor receives a bona-fide offer to lease that is acceptable to Lessor.

Please consider this letter as the County's election to exercise its right of first refusal contingent upon the Board of Supervisors' approval of the proposed lease for the Historic Fausel House. The County will agree to the same terms and conditions as outlined in the bona-fide offer letter that are applicable to County's use of the building. All other terms and conditions as outlined in the original lease agreement between the County and Lessor, #171L1811 will apply.

The County's proposed use of the Historic Fausel House as a multidisciplinary interview center will be funded by asset forfeiture funds, and the County shall have the right to cancel the lease without penalty should this funding becomes unavailable at any time.

Sincerely,

Russ Fackrell, Facilities Division Manager
Chief Administrative Office – Facilities Division

Fausel Professional Center LLC
P O Box 2211
Placerville, CA 95667
(530) 621-0950

September 26, 2018

County of El Dorado
Chief Administrative Office
Russ Fackrell, Facilities Manager
330 Fair Lane
Placerville, CA 95667

Dear Russ:

The Fausel Professional Center LLC has received a Letter of Intent for lease of the Historic House at 772 Pacific Street, Placerville, CA 95667 effective November 1, 2018. Please be advised the offer we have received is for \$2625 per month with a 2% annual escalation clause for five years with a five year option.

Note, per Section 6.2 of the lease agreement the County has 7 days to respond.

Best regards,



Charlie Downs
Fausel Professional Center LLC



EDWARD JONES – LETTER OF INTENT

It is expressly understood by the parties that this letter shall serve only as an outline of the general terms and conditions under which the parties would consider entering into an agreement to lease the Premises. This letter is not a contract, and neither of the parties intends that the preliminary understandings contained herein represent the final agreement as to the lease being discussed. The preliminary understandings expressed in this letter are subject to, and conditioned upon, the negotiation and execution of a lease agreement. This letter is an agreement to negotiate in good faith and each party is free to withdraw from the negotiations of the lease described herein prior to the execution of such definitive and final lease without liability or obligation to the other party, even if the other party has incurred expenses or taken any actions in reliance on the preliminary agreements expressed herein.

- 1. **Landlord:** Fausel Professional Center, LLC
- 2. **Tenant:** Edward D. Jones & Co., L.P., a Missouri Limited Partnership
- 3. **Premises Address:** 772 Pacific St Placerville, CA 95667
- 4. **Square Footage:** 1500 square feet +/-
- 5. **Term:** Sixty (60) Months
- 6. **Free Rent:** First two months
- 7. **Rent:** Months 1 - 2: Free
Months 1 - 60: \$2,625.00/mo.
2 % per year escalation clause
- 8. **Operating Expenses:** Primarily direct pay by lessee (see below). Landlord pays trash, landscaping, exterior lighting)

9. **Utilities:**

Utility	Landlord	Tenant	In CAM
Electric		X	
Gas		X	
Water		X	
Sewer		X	
Trash	X		

- 10. **Use:** Sales office for investment brokerage, insurance sales and related financial services. Tenant shall be the only business in the Building to engage in investment brokerage, insurance sales and related financial services. Should Landlord violate said exclusive, Tenant may elect to terminate the lease at anytime upon thirty (30) days written notice to Landlord.
- 11. **Signage:** Tenant shall have the right to erect and maintain in, or about the exterior and interior of the Premises, at its own expense, all signs (electrical or otherwise) necessary or appropriate to the conduct of the business of Tenant. Landlord agrees to provide Tenant with signage criteria for Tenant’s review and such signage criteria to be attached to the lease. All signage must be approved by Landlord before lease execution. NOTE: Please confirm what signage is available to us (pylon, building, directory, etc):

12. **Repair & Maintenance:** Landlord shall be responsible for all repair and maintenance of the building and common area. Tenant shall be responsible for all normal repair and maintenance of the interior of Premises, including janitorial, lighting, plumbing, electrical, and HVAC. Any tenant repairs shall be capped at \$250.00 per event.
13. **Continuous Occupancy:** During the term of the Lease, so long as Tenant shall continue to pay rent, Tenant will not be considered in default by reason of abandonment or non-use in the event the Tenant's employee(s) vacate the Premises.
14. **Early Termination:** Tenant is granted an option to cancel this Lease and any renewals or extensions thereof at any time after the 24th month upon Thirty (30) days prior written notice to Landlord. Tenant shall pay to Landlord as liquidated damages, a sum equivalent to Two (2) months base rent plus any unamortized tenant improvement allowances or leasing commissions. Upon payment of aforesaid sum, Landlord shall hold harmless and relieve Tenant from any further liability or obligation under this Lease.
15. **Renewal:** One option to renew for an additional period of Five (5) years at a mutually agreeable Fair Market Rental at the time of renewal
16. **Restricted Users:**
- A. The Landlord shall not lease or sell any units within the Building, Shopping Center or Property to the following user(s):
- a) Adult video/Adult entertainment stores;
 - b) Abortion offices/facilities;
 - c) Alcohol/Drug rehabilitation offices/facilities;
 - d) Off-track betting establishments;
 - e) Offices or entities that sell, barter, trade, buy, or dispenses marijuana, for medical use or otherwise; or
 - f) Probation/parole offices.
- B. The Landlord shall not lease or sell the units within fifty (50) feet of Tenant's demising wall to the following users(s):
- a) Bars, taverns, billiard halls;
 - b) Pawn shops;
 - c) Dance studios or Karate studios;
 - d) Beer or wine-making stores;
 - e) Psychological counseling offices/facilities;
 - f) Unemployment or Social Security offices;
 - g) Liquor stores;
 - h) Tattoo shops/body art/piercing tenants;
 - i) Beauty/Hair Salons, Cosmetology Services, or Nail Salons;
 - j) Gun and Weapon shops;
 - k) Smoke/Tobacco or Vapor/E-Cigarette shops;
 - l) Child Care/Children's gymnasium;
 - m) Dry Cleaning Plant facility;
 - n) Veterinarian/Dog Grooming/Animal Boarding;
 - o) Gym/Workout facility;
 - p) Same day cash/loan shops;
 - q) Massage parlors (except for national chains such as Massage Envy and the like);
 - r) Police substations;
 - s) Military recruiting offices; or
 - t) Any other non-professional use similar to those listed above.
- C. Each party acknowledges that Tenant may suffer irreparable damage in the event of a breach or threatened breach of any paragraph of this Article. Accordingly, in such event, Tenant shall be entitled to seek preliminary and final

injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages for a breach of the paragraphs of this Article. Additionally, Tenant shall have the right, but not the obligation, to cancel/terminate the Lease, without further liability to Landlord, if Landlord breaches the paragraphs of this Article, and further Tenant shall be entitled to damages from Landlord, including but not limited to the cost of relocating, real estate commissions, tenant improvement reimbursement at the current Premises, tenant improvement at the new premises, loss of business, etc.

17. Delivery of Premises:

AS-IS Condition

Landlord shall reimburse Tenant in an amount equal to Ten Thousand and No/100 Dollars (\$10,000.00). Landlord's payment to Tenant of reimbursement for tenant improvements shall not be included in Tenant's taxable income (under IRS Code Section 110). Landlord and Tenant agree not to file tax returns inconsistent with this paragraph. Landlord's payment shall be made within thirty (30) days receipt of Tenant's opening for business. Notwithstanding anything contained herein to the contrary, should Tenant not receive Landlord's reimbursement for tenant improvements within thirty (30) days receipt of Tenant opening for business, Tenant shall have the right, at its option, to credit such amount against Monthly Rent each month until such credit is received in full.

- 18. Security Deposit:** Due to Tenant's exceptional credit, Security Deposit shall be waived. Landlord may view the "Consolidated Statement of Financial Condition" at www.edwardjones.com.
- 19. Commissions:** Tenant represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this Lease who shall be paid a commission by the Landlord.
- 20. Voice & Data Communications:** Landlord shall grant Tenant access to any part of the Building, including common areas, hallways, and telephone/equipment rooms, needed to install phone line circuits for voice and data communication. Tenant requires either DSL or cable communication lines to operate its business. In the event Tenant's telecommunications provider, as selected by Tenant, cannot furnish these lines, or the cost is unreasonable (in Tenant's reasonable opinion), then Tenant shall have the right to terminate (without penalty and without further obligation to pay rent per the Tenant to Landlord) by giving written notice to Landlord.
- *Landlord, please provide point of contact with two phone numbers for access to phone closet/Premises to qualify phone line:**
- *Current providers are in building?**
- 21. Lease Document:** It is hereby agreed by both parties that the Edward Jones standard lease form shall be used for the lease agreement. Edward Jones will not make exceptions to use the Landlord's lease, but will accept Landlord's language which is applicable to the Center as additions/alterations to their standard document.

Submitted by:

Christopher Huff
314-515-3885
Christopher.Huff@cushwake.com
Sr. Leasing Coordinator | On behalf of Edward Jones Branch Facilities