

ORIGINAL

**COUNTY OF EL DORADO  
AMENDMENT II TO LEASE # 223-L9611**

**THIS AMENDMENT** to lease #223-L9611, dated April 30, 1996 (the "Lease"), by and between **MALLARD INVESTORS**, a 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 as follows:

**WHEREAS**, on April 30, 1996, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessee") and **MALLARD INVESTORS**, a partnership, ("Lessor"), for that certain real property know as: **2808 Mallard Lane, Suites C & D, Placerville, CA** (Premises); and

**WHEREAS**, Lessor, on April 15, 1997, an Amendment I to lease agreement #223-L9611, **COUNTY OF EL DORADO**, of the transfer of ownership of the aforementioned leased Premises; and

**WHEREAS**, the new sole owners of said Premises are **PEGGY A. ANDRUSS SURBER REVOCABLE TRUST**.

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

1. **Paragraph 2, TERM**, shall read as follows:

The term of this Lease shall be converted to month to month commencing May 1, 2007, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

2. **Paragraph 3, PAYMENT**, shall read as follows:

Lessee agrees to pay to Lessor as rent the sum of **Three Thousand Nine Hundred Ten Dollars and 41/100 (\$3,910.41)** per month.

3. **Paragraph 4, OPTION FOR ADDITIONAL TERMS**, is hereby amended as follows: Said above lease agreement is converted to month to month effective May 1, 2007 and Lessee shall notify Lessor in writing approximately thirty (30) days of the intent to vacate premises.

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

**DEPARTMENT CONCURRENCE:**

Dated: \_\_\_\_\_

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

**John Bachman, Director  
Mental Health Department**

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

**LESSOR: PEGGY A. ANDRUSS SURBER REVOCABLE TRUST**

Dated: 3-23-07

Signed: Peggy A. Andruss Surber  
Peggy A Andruss Surber,

**LESSEE: County of El Dorado**

Dated: \_\_\_\_\_

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

**, Chairman  
Board of Supervisors**

**Attest: Cindy Keck, clerk of the  
Board of Supervisors**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Deputy Clerk**



# 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

February 17, 2005

Peggy A. Andruss Surber Revocable Trust  
c/o Chapman and Company CPA's  
1788 Tribute Road, Suite #300  
Sacramento, CA 95815

Re: Exercise of Option to Extend Lease Agreement #223-L9611  
Mental Health Day Treatment Facility  
2808 Mallard Lane, Suites C & D, Placerville

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the third option to extend the lease for the Mental Health Day Treatment Program located at 2808 Mallard Lane, Suites C & D, Placerville for an additional two (2) year, commencing on May 1, 2005 and ending on April 30, 2007. The lease payment shall be \$3,758.57 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,

A handwritten signature in cursive script that reads "Debra Lane".

Debra Lane, Lease Administrator  
Real Property Planning & Administration



# COUNTY OF EL DORADO

## General Services Department

**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

April 10, 2003

Peggy A. Andruss Surber Revocable Trust  
c/o Chapman and Company CPA's  
1788 Tribute Road, Suite #300  
Sacramento, CA 95815

Re: Exercise of Option to Extend Lease Agreement #223-L9611  
Mental Health Day Treatment Facility  
2808 Mallard Lane, Suites C & D, Placerville

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the second option to extend the lease for the Mental Health Day Treatment Program located at 2808 Mallard Lane, Suites C & D, Placerville for an additional two (2) year, commencing on May 1, 2003 and ending on April 30, 2005. The lease payment shall be \$3,612.62 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 Debbie Lane at (530) 621-5933.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Booth".

Patricia Booth, Manager  
Real Property Planning & Administration



# COUNTY OF EL DORADO

## General Services Department

### Real Property Planning & Administration Division

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

**George Martin, Director**

Mailing Address: 360 Fair Lane  
Physical Address: 345 Fair Lane  
Placerville, CA 95667-4197  
(530) 621-5846 FAX (530) 295-2538

March 6, 2001

Peggy A. Andruss Surber Revocable Trust  
c/o Chapman and Company CPA'S  
1788 Tribute Road, Suite #300  
Sacramento, CA 95815

Re: Exercise of Option to Extend Lease #223-L9611  
Mental Health Day Treatment Facility  
2808 Mallard Lane, Suites C & D, Placerville

Dear Lessor;

The El Dorado County Board of Supervisors has approved to exercise the first option to extend the lease for Mental Health Day Treatment Facility located at 2808 Mallard Lane, Ste. C & D, Placerville for two (2) additional years, commencing on May 1, 2001 and ending on April 30, 2003. 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 Debbie Lane at 621-5933.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Booth".

Patricia Booth, Manager  
Real Property Planning & Administration

cc: Kathleen Burne  
Trish Kolsalka  
Denae Bennett  
Debbie Lane  
Lease File

**AMENDMENT TO LEASE # 223-L9611**

**THIS AMENDMENT** to lease #223-L9611, dated May 1, 1996 (the "Lease"), by and between MALLARD INVESTORS, a 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 as follows:

**WHEREAS**, on May 1, 1996, a lease agreement ("Lease") was entered into between the COUNTY OF EL DORADO, a political subdivision of the State of California ("Lessor") and MALLARD INVESTORS, doing business as a partnership ("Lessee"), for that certain real property know as: **2808 Mallard Lane, Suites C & D, Placerville, CA. 95667 (Premises);** and

**WHEREAS**, Lessor, MALLARD INVESTORS, has notified Lessee, COUNTY OF EL DORADO, of the transfer of ownership of the forementioned leased Premises, and

**WHEREAS**, Lessor no longer owns any interest in said Premises, and

**WHEREAS**, the new owner of said Premises is the PEGGY A. ANDRUSS SURBER REVOCABLE TRUST.

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

1. Paragraph 4, PAYMENT, is hereby amended to reflect the location to which monthly lease payments are to be sent: ie,

c/o PEGGY A. ANDRUSS SURBER REVOCABLE TRUST  
Chapman And Company, CPA's  
Attn: Ms. Patty Mahan  
1788 Tribute Road, Suite #300  
Sacramento, CA 95815  
Phone # - (916) 924-3521

**2. Paragraph 22, NOTICES, is hereby amended as follows:**

**Except as otherwise expressly provided by the 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: PEGGY A. ANDRUSS SURBER REVOCABLE TRUST  
c/o Chapman and Company CPA's  
1788 Tribute Road, Suite # 300  
Sacramento, CA. 95815**

**Attention: George Stephenson at (916) 920-5251  
Patty Mahan at (916) 924-3521**

**Lessee: COUNTY OF EL DORADO  
General Services Department  
360 Fair Lane  
Placerville, CA 95667**

**Attention: Director of General Services  
Telephone: (916) 621-5846**

**Lessor, PEGGY A. ANDRUSS SURBER REVOCABLE TRUST, does hereby assume full and sole responsibility for all of the Lessor's obligations under the terms of said Lease Agreement.**

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

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

DATED: 3-14-97

SIGNED: Peggy A. Andruss Surber  
PEGGY A. ANDRUSS SURBER  
"LESSEE"

DATED: 4/15/97

SIGNED: X [Signature]  
WALTER L. SHULTZ, Chairman  
Board of Supervisors  
"LESSOR"

**ATTEST:**

DIXIE L. FOOTE, Clerk of the  
Board of Supervisors

By Margaret E. Moody  
Deputy Clerk

4/15/97



## MENTAL HEALTH DEPARTMENT

THIS LEASE is made by and between MALLARD INVESTORS, a 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: 3,700 sq ft of improved office space

located at: 2808 Mallard Lane  
Suites C & D  
Placerville, CA 95667

**2. TERM**

The term of this Lease shall be for five (5) years commencing on May 1, 1996, and ending on April 30, 2001, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 21.

**3. OCCUPANCY**

Lessee shall take occupancy of said Premises upon substantial completion of the tenant improvements provided herein by the Lessor, which date is estimated to be on or about May 1, 1996.

**4. PAYMENT**

Lessee agrees to pay to Lessor as rent the sum of Three Thousand One Hundred Forty-Five and no/100ths dollars (\$3,145.00) per month for the period May 1, 1996 to April 30, 2001, payable on the first day of each and every month commencing on May 1, 1996. Rent shall be paid to MALLARD INVESTORS at P. O. Box 2211, Placerville, California, 95667.

The base monthly rent amount shall be adjusted on May 1, 1997, and annually thereafter, in an amount equal to two (2%) percent of said base monthly rent amount.

**5. OPTION FOR ADDITIONAL TERMS**

Lessee shall have the option to lease the subject premises for three (3) additional two (2) year periods after the termination of date of April 30, 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(s).

The lease payment for the additional terms shall be adjusted at the commencement of the first option (and annually thereafter), at a rate equal to two (2%) percent of the "then current" monthly rent amount.

The terms and conditions of any extension of Lease term shall be in accordance with this Agreement unless modified in writing by both the Lessor and Lessee.

**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**

Lessor shall construct, prior to occupancy of Premises by Lessee, such modifications or other improvements as have been agreed upon by the parties hereto, and as more specifically depicted on the attached "floor plan drawing" of the Premises.

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**

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, equipment and duct work, 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.

**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. Lessee shall be responsible for routine replacement of filters.

**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: MALLARD INVESTORS  
P. O. Box 2211  
Placerville, CA 95667

Attention: Jim Carter  
Telephone: (916) 621-0950

Lessee: COUNTY OF EL DORADO  
General Services Department  
360 Fair Lane  
Placerville, CA 95667

Attention: Director of General Services  
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.

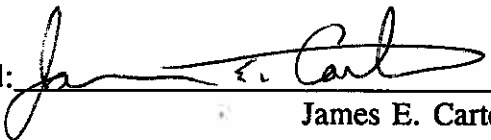
30. LEASE ADMINISTRATION

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.

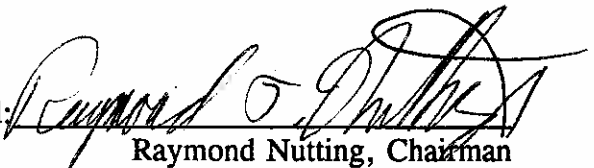
LESSOR: MALLARD INVESTORS

Dated: 4-17-96

Signed:   
James E. Carter

LESSEE: COUNTY OF EL DORADO

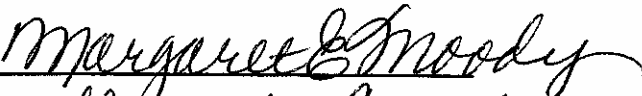
Dated: April 30, 1996

Signed:   
Raymond Nutting, Chairman  
Board of Supervisors

4/30/96

ATTEST:

DIXIE L. FOOTE, Clerk of the Board of Supervisors

BY:   
Deputy Clerk  
4/30/96