

Rush  
Contract: #353-L0011

# CONTRACT ROUTING SHEET

Date Prepared: 4/17/07

Need Date: 4/24/07

### PROCESSING DEPARTMENT:

Department: General Services  
Dept. Contact: Deb Lane  
Phone #: 5933  
Department Head Signature: [Signature]  
Director LAURA GILL

### CONTRACTOR:

Name: Select Property Management  
Address: 4062 Flying C Road  
Cameron Park, CA 95682  
Phone: (530) 677-1414

EL DORADO COUNTY COUNSEL  
APR 23 AM 8:30  
[Signature]

### CONTRACTING DEPARTMENT: Sheriff's Department

Service Requested: Exercise of Option to Lease Agreement #353-L0011  
Contract Term: June 1, 2007 - May 31, 2008 Contract/Amendment Value: \_\_\_\_\_  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/24/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT  
DATE 04/23/2007  
ATTORNEY Rebecca S  
DEPT. INDEX NO. 141200

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 4/25/07 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

HUMAN RESOURCES DEPT  
07 APR 25 PM 1:22

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



*The County of El Dorado*  
*Department of General Services*

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*Real Property Planning & Administration*  
*Phone (530) 621-5933 Fax (530) 621-1681*

April 20, 2007

Sierra Investment Group, LLC  
c/o Select Property Management  
4062 Flying C Road, Suite 39  
Cameron Park, CA 95682

Re: Exercise of Option to Extend Lease Agreement #353-L0011  
Executive Air Park, 3330 Cameron Park Drive, Suite 900

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 Sheriff's Department located at 3330 Cameron Park, Suite 900, in Cameron Park for an additional one (1) year period commencing on June 1, 2007 and ending on May 31, 2008. The lease payment shall be \$1,672.48 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, Lease Administrator  
Real Property Planning & Administration



**The County of El Dorado**

**Department of General Services**

*Joanne M. Narloch, Director*

**Real Property Planning & Administration**  
Phone (530) 621-5933 Fax (530) 621-1681

March 7, 2007

Select Property Management  
4062 Flying C Road, Suite 39  
Cameron Park, CA 95682

Re: Option to Extend Lease Agreement #353-L0011-Sheriff's Office-WNET Task Force  
Executive Air Park, 3330 Cameron Park Drive, Suite 900

Dear Lessor:

In accordance with the terms of the referenced agreement, the Sheriff's Department has informed General Services of its wishes to extend the subject Agreement #353-L0011 for one (1) additional year commencing on June 1, 2007 and ending on May 31, 2008. Formal approval of the lease extension will be scheduled to go to the Board of Supervisors. Once the Board approves the extension of the option, this office will notify you.

If you are in agreement, please confirm by signing this letter and faxing back to 621-1681 to this office at your earliest convenience.

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

Sincerely,

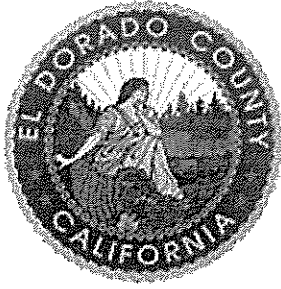
Debra Lane  
Real Property Planning & Administration

Lessor's Concurrence:

  
Signed

4/13/07

Dated



# *The County of El Dorado*

*Department of General Services*

*Joanne Narlock, Acting Director*

*Real Property Planning & Administration*

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

April 13, 2006

Sierra Investment Group, LLC  
c/o Select Property Management  
4062 Flying C Road, Suite 39  
Cameron Park, CA 95682

Re: Exercise of Option to Extend Lease Agreement #353-L0011  
Executive Air Park, 3330 Cameron Park Drive, Suite 900

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 Sheriff's Department located at 3330 Cameron Park, Suite 900, in Cameron Park for an additional one (1) year period commencing on June 1, 2006 and ending on May 31, 2007. The lease payment shall be \$1,639.69 per month, with an annual two (2%) increase June 1, 2007. 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,

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

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

May 10, 2005

Sierra Investment Group, LLC  
c/o Select Property Management  
4062 Flying C Road, Suite 39  
Cameron Park, CA 95682


Re: Exercise of Option to Extend Lease Agreement #353-L0011  
Executive Air Park, 3330 Cameron Park Drive, Suite 900

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 Sheriff's Department located at 3330 Cameron Park, Suite 900, in Cameron Park for an additional one (1) year period commencing on June 1, 2005 and ending on May 31, 2006. The lease payment shall be \$1,607.54 per month, with an annual two (2%) percent increase on June 1, 2006. 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, Lease Administrator  
Real Property Planning & Administration

**ORIGINAL**  
**COUNTY OF EL DORADO**  
**AMENDMENT I TO LEASE AGREEMENT #353-L0011**

THIS AMENDMENT I to Lease Agreement #353-L0011, dated April 5, 2000 (the "Lease"), by and between **WILLIAM M. REGITZ**, hereinafter referred to as "Lessor," and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee", is hereby amended as follows:

**WHEREAS**, on April 5, 2000, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California and **WILLIAM M. REGITZ**, for that certain real property know as: **Executive Air Park Center, 3330 Cameron Park Drive, Suite 900, Cameron Park, CA 95682.**

**WHEREAS**, Lessor, **WILLIAM M. REGITZ**, has notified Lessee, **COUNTY OF EL DORADO**, of the transfer of ownership of the aforementioned lease Premises, and

**WHEREAS**, Lessor, **WILLIAM M. REGITZ**, no longer owns any interest in said Premises, and

**WHEREAS**, the new sole owners of said Premises are **WILLIAM SMITH and JAMES BURKHALTER, dba, SIERRA INVESTMENT GROUP, LLC, a partnership, 4062 Flying C Road, #39, Cameron Park, CA 95682.**

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

1. Paragraph 3, **PAYMENT**, is hereby amended to reflect the location to which the monthly lease payments are to be sent: **Select Property Management, Inc., 4062 Flying C Road, #39, Cameron Park, CA 95682, Attn: Donna Amick, Property Manager.**
2. **Paragraph 21, 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: **Sierra Investment Group, LLC**  
**c/o Select Property Management**  
**4062 Flying C Road #39**  
**Cameron Park, CA 95682**  
Telephone: **(530) 677-1414**  
Attention: **Donna Amick**

Lessee: **County of El Dorado County**  
**General Services Department**  
**360 Fair Lane**  
**Placerville, CA 95667**  
Telephone: **(530) 621-5846**

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

**DEPARTMENT CONCURRENCE:**

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

Signed: Jeff Neves  
Jeff Neves, Sheriff

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

**LESSOR: SIERRA INVESTMENT GROUP LLC**

Dated: 4/28/04

Signed: William Smith  
William Smith, Partner

Dated: 4-28-04

Signed: James Burkhalter  
James Burkhalter, Partner

**LESSEE: COUNTY OF EL DORADO**

Dated: 5-25-2004

Signed: [Signature]  
, Chairman  
Board of Supervisors

**ATTEST:**

Dixie L. Foote, Clerk of the  
Board of Supervisors

By: Cynthia Johnson  
Deputy Clerk

Dated: 5-25-2004

**L E A S E #353-L0011**  
**COUNTY OF EL DORADO**  
**SHERIFF'S OFFICE/WNET TASK FORCE**

THIS LEASE is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", and **WILLIAM M. REGITZ**, 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:

Executive Air Park Center  
3330 Cameron Park Dr. Suite 900  
Cameron Park, CA 95682

The Premises consists of approximately 1,300 square feet of improved office space together with the use of the common restrooms and parking areas with the tenants of the building.

**2. PAYMENT**

Lessee agrees to pay to Lessor as rent the sum of One Thousand Four Hundred Fifty-Six and no/100ths dollars (\$1,456.00) per month for the period on or about June 1, 2000 to May 31, 2005 payable on the first day of each and every month commencing June 1, 2000 and each and every month thereafter. Rent shall be paid to the order of: William M. Regitz at P.O. Box 5078, El Dorado Hills, CA 95762, attention: Connie Haverty, Property Manager.

Said monthly rent amount shall be adjusted on June 1, 2001, and annually thereafter, in an amount equal to two (2%) of the current monthly rent amount.

**3. TERM**

The term of this Lease shall be for five (5) years commencing on or about June 1, 2000 and ending on or about May 31, 2005 subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 24.



**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 May 31, 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 contiguous 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 thirty (30) 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**

The County is self-insured and shall provide the Lessor with a letter of self-insurance if requested to do so during the term of this Lease.

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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- B. 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.
- C. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- D. Lessor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Lessor agrees that no work or services shall be performed 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 Agreement upon the occurrence of such event.

- E. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
- F. The Lessor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Lessor's insurance and shall not contribute with it.
- G 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.
- H. The insurance companies shall have no recourse against the County, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- I. Lessor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- J. In the event Lessor cannot provide an occurrence policy, Lessor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- K. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.
- L. The County of El Dorado, its officers, officials, and employees are included as additional insured, but only insofar as operations under this Agreement are concerned.
- M. Lessor's insurance will not insure Lessee's personal property or trade fixtures.

**8. INDEMNIFICATION**

Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents and employees, from and against any claims, damages, costs, expenses (including reasonable attorney's fees) or liabilities arising from the acts or omissions of Lessee or its officers, agents, employees, contractors, or subcontractors, or the Lessee's use of the Premises, to the extent not covered by the insurance as provided for in paragraph 7 above. Lessor shall indemnify, defend and hold harmless Lessee, its officers, agents and employees, from and against any claims, damages, costs, expenses (including reasonable attorney's fees) or liabilities against from the acts of omissions of Lessor 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 Lessor shall provide, at it's own expense, prior to occupancy by the Lessee, the alterations in accordance with Exhibit "A", marked "Tenant Improvements", incorporated herein and made by reference a part hereof, to be completed within 30 days after issuance of permits, but in no case shall construction of the tenant improvements take longer than the 90 days after the execution of this lease.
- B. 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, Suite 900, up to the accessibility standards of the Americans with Disabilities Act (ADA).

**12. SIGNS**

Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window on the premises without the written express consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.

**13. HAZARDOUS MATERIAL**

Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic material regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of the removal of any toxic contamination caused by Lessee's use of the premises.

**14. 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.

**15. 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.

**16. 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 for normal office usage shall be provided and paid for by Lessor.

(e) Lessee shall obtain and pay for telephone service.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. HOLDING OVER**

Any holding over after the expiration of this Lease, with the consent of owner, will be a month-to-month tenancy at a monthly rent equal to the then current amount including a 2% adjustment, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party ninety (90) days written notice.

**22. 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.

**23. 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.

**24. 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.

**25. 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: William M. Regitz  
c/o Connie Haverty, Property Manager  
P.O. Box 5078  
El Dorado Hills, CA 95762

Telephone: (916) 933-1126

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.

**26. 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.

**27. TIME OF ESSENCE**

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

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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: WILLIAM REGITZ**

Dated: 9/4/00

Signed: William Regitz

**William Regitz, Owner**

**LESSEE: COUNTY OF EL DORADO**

Dated April 25, 2000

Signed: William S. Bradley

**William S. Bradley, Chairman  
Board of Supervisors**

**ATTEST:**

**DIXIE L. FOOTE, Clerk of the  
Board of Supervisors**

BY: Margaret E. Moody  
Deputy Clerk

Dated April 25, 2000