

# CONTRACT ROUTING SHEET

Date Prepared: 3/12/08

Need Date: 3/18/08

**PROCESSING DEPARTMENT:**

Department: General Services  
Dept. Contact: Deb Lane/Chuck Harrell  
Phone #: 5933/6051  
Department Head Signature: [Signature]  
George Sanders, Interim Director

**CONTRACTOR:**

Name: Lawrence and Dianne Caso  
Address: P.O. Box 1018  
Placerville, Ca 95667  
Phone: (530) 626-6483

Hand Delivered  
EL DORADO COUNTY COUNSEL  
2008 MAR 13 AM 10:21

**CONTRACTING DEPARTMENT: Law Library**

Service Requested: Amendment to Lease Agreement #139-L0111  
Contract Term: Oct. 1, 2007 - Sept. 30, 2008 Contract/Amendment Value: \_\_\_\_\_  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

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

Approved: X Disapproved: \_\_\_\_\_ Date: 3-18-08 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

DATE 03/13/2008  
ATTORNEY [Signature]  
DEPT./INDEX NO. 141200  
BY: [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 3/18/08 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT.  
08 MAR 18 PM 1:29

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

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

**COUNTY OF EL DORADO  
AMENDMENT I TO LEASE AGREEMENT #139-L0111**

**THIS AMENDMENT I** to Lease Agreement #139-L0111, dated September 26, 2000 (the "Lease"), and by and between **THE CASO TRUST**, 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 September 26, 2000, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California and **THE CASO TRUST**, for that certain real property know as: **550 Main Street, Suite A, Placerville, CA 95667** (Premises); and

**WHEREAS**, on October 1, 2005 the first one year option was exercised, on October 1, 2006 the second one year option was exercised, and on October 1, 2007 the last one year option was exercised; and

**WHEREAS**, Lessor, **THE CASO TRUST**, have notified Lessee, **COUNTY OF EL DORADO**, of the name change of the Trust of the aforementioned lease Premises, and

**WHEREAS**, the new name on **THE CASO TRUST** of said Premises has been changed to: **THE LAWRENCE CASO AND DIANNE CASO REVOCABLE TRUST**

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

1. Paragraph 3, **PAYMENT**, is hereby amended to reflect the location to which the monthly rent payments are to be sent: **Lawrence A. Caso, P.O. Box 1018, Placerville, CA 95667**
  
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: **The Lawrence Caso and Dianne Caso Revocable Trust**  
c/o Lawrence and Dianne Caso  
P. O. Box 1018  
Placerville, CA 95667  
Telephone: (530) 626-6483

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.

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

**LESSOR: THE LAWRENCE CASO AND DIANNE CASO REVOCABLE TRUST**

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

Signed:   
Lawrence A. Caso

Dated: 3/12-08

Signed:   
Dianne E. Caso

**LESSEE: COUNTY OF EL DORADO**

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

Signed: \_\_\_\_\_  
, Chairman  
Board of Supervisors

ATTEST:  
Cindy Keck, Clerk of the  
Board of Supervisors

By: \_\_\_\_\_

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

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Lessor: **The Lawrence Caso and Dianne Caso Revocable Trust**  
c/o Lawrence and Dianne Caso  
P. O. Box 1018  
Placerville, CA 95667  
Telephone: (530) 626-6483

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

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**LESSOR: THE LAWRENCE CASO AND DIANNE CASO REVOCABLE TRUST**

Dated: \_\_\_\_\_ Signed: *Lawrence A. Caso*  
Lawrence A. Caso  
Dated: 3-12-08 Signed: *Dianne E. Caso*  
Dianne E. Caso

**LESSEE: COUNTY OF EL DORADO**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_, Chairman  
Board of Supervisors

ATTEST:  
Cindy Keck, Clerk of the  
Board of Supervisors

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

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Lessor:           **The Lawrence Caso and Dianne Caso Revocable Trust**  
                          **c/o Lawrence and Dianne Caso**  
                          **P. O. Box 1018**  
                          **Placerville, CA 95667**  
Telephone:       **(530) 626-6483**

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

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

**LESSOR: THE LAWRENCE CASO AND DIANNE CASO REVOCABLE TRUST**

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

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

*Lawrence A. Caso*  
Lawrence A. Caso

Dated: 3/2-08

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

*Dianne E. Caso*  
Dianne E. Caso

**LESSEE: COUNTY OF EL DORADO**

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

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

\_\_\_\_\_, Chairman  
Board of Supervisors

**ATTEST:**

Cindy Keck, Clerk of the  
Board of Supervisors

By: \_\_\_\_\_

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



**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.

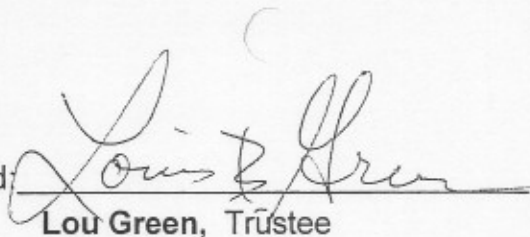
**30. LEASE ADMINISTRATION**

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: Margaret E. Moody  
Deputy Clerk

Dated 9-26-2000