



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

December 16, 2005

Robert and Martha Olson
c/o Select Property Management
4062 Flying C Road, Suite 39
Cameron Park, CA 95726

Re: Exercise of Option to Extend Lease Agreement #241-L0011
415 Placerville Drive, Suites J, K, & L, Placerville, CA

Dear Lessor:

The El Dorado County Board of Supervisors has decided to exercise the second option to extend Lease Agreement #241-L0011 for the El Dorado County Public Health Department located at 415 Placerville Drive, Suite J, K, & L in Placerville for an additional two (2) years, commencing on January 1, 2006 and ending on December 31, 2008. The lease payment shall be \$2,998.08 per month. Therefore, please consider this letter as the County's official notification to you of the said exercise of the 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



COUNTY OF EL DORADO

General Services Department

Real Property Planning & Administration Division

Patricia Booth, Manager
(530) 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

October 3, 2002

Robert & Martha Olson
c/o Property Management 500
Attn: Jane McGinnis
3350 Country Club Drive, Suite #103
Cameron Park, CA 95682

Re: Exercise of Option to Extend Lease Agreement # 241-L0011
Health Department/Ambulance Billing
415 Placerville Drive, Suites J, K, & L, Placerville

Dear Lessor;

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the lease for Health Department/Ambulance Billing located at 415 Placerville Drive, Suites J, K, & L, Placerville for two (2) additional years, commencing on January 1, 2003 and ending on December 31, 2005. The lease payment shall be \$2,825.15 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 Debbie Lane at (530) 621-5933.

Sincerely,

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

Patricia Booth, Manager
Real Property Planning & Administration

c: Gayle Erbe-Hamlin
Lease file

ORIGINAL

**LEASE #241-L0011
COUNTY OF EL DORADO
HEALTH DEPARTMENT/EMS - AMBULANCE BILLING**

THIS LEASE is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", and **ROBERT EARL OLSON** and **MARTHA WADDELL OLSON**, 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:

3060 Square Feet
415 Placerville Drive, Suites J, K and L
Placerville, CA 95667

2. PAYMENT

Lessee agrees to pay to Lessor as the base rent the amount of Two Thousand Six Hundred Sixty Two and 20/100ths dollars (\$2,662.20) per month for the period of January 1, 2000 to December 31, 2002 payable on the first day of each and every month commencing January 1, 2000 and each and every month thereafter. Rent shall be paid to the order of: Property Management 500 Inc., 3350 Country Club Drive #201, Cameron Park, CA 95682, attention: Jane McGinnis.

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

3. TERM

The term of this Lease shall be for three (3) years commencing on or about January 1, 2000 and ending on December 31, 2002 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 two (2) year terms after the initial lease expiration date of 12-31-2002. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration of the first three (3) year term and each additional two (2) year term thereafter, should Lessee elect to exercise said options.

Additionally, Lessee shall have the "first right of refusal" for any adjoining 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

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. Lessor shall carry commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage naming El Dorado County and it's employees as additionally insured.

8. ALTERATIONS

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.

R. Olson
M. Olson
(USB)

9. 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.

10. 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).

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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. 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: Robert and Martha Olson
 c/o Property Management 500, Inc.
 3350 Country Club Drive #201
 Cameron Park, California 95682
Telephone: (530) 672-5484

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.

22. 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.

23. TIME OF ESSENCE

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

**LESSORS: ROBERT EARL OLSON
MARTHA WADDELL OLSON**

Dated: 12-10-1999

Signed: Robert Earl Olson
Robert Earl Olson

Dated: 12/10/99

Signed: Martha Waddell Olson
Martha Wadell Olson

LESSEE: COUNTY OF EL DORADO

Dated: January 25, 2000

Signed: William S. Bradley
William S. Bradley, Chairman
Board of Supervisors

ATTEST:

DIXIE L. FOOTE, Clerk of the Board

By: Margaret E. Moody
Deputy Clerk
Dated: 1-25-2000